

**City of Lubbock, Texas**  
**Regular City Council Meeting**  
**Tuesday, June 22, 2021**

Daniel M. Pope, Mayor  
Steve Massengale, Mayor Pro Tem, District 4  
Juan A. Chadis, Councilman, District 1  
Shelia Patterson Harris, Councilwoman, District 2  
Jeff Griffith, Councilman, District 3  
Randy Christian, Councilman, District 5  
Latrelle Joy, Councilwoman, District 6



W. Jarrett Atkinson, City Manager  
Chad Weaver, City Attorney  
Rebecca Garza, City Secretary

<http://www.mylubbock.us>

**Internet/Video Link: <https://zoom.us/j/97566060796> or**

**Teleconference Phone #s: U.S.: +1-346-248-7799; + 1-312-626-6799; +1-646-558-8656; +1-669-900-9128  
+1-253-215-8782; +1-301-715-8592; Enter ID#: 975 6606 0796**

City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas

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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.

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

*Pursuant to the Executive Orders of Governor Abbott, and other authority provided by the Texas Attorney General, the City Council will convene in-person and via video and/or teleconference. If the Executive Orders of Governor Abbott are amended and prohibit the use of video and/or teleconference access to the meeting, the meeting will be held in-person only.*

**12:00 p.m. - City Council convenes in City Council Chambers in Work Session regarding items for presentation and discussion on such issues that may require in-depth consideration by the City Council. No action will be taken by the City Council in Work Session.**

1. Hear and discuss presentations regarding the following and provide guidance to staff as appropriate.

1. 1. American Rescue Plan - Interim Final Rule and Funding Eligibility

1. 2. Future Needs Committee Update and Report

**At the completion of the Work Session, City Council recesses into Executive Session.**

2. **Executive Session**

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

2. 1. 1. The City of Lubbock Charter and Potential Charter Amendment Election



2. 1. 2. Texas Department of Transportation (TxDOT) Turnover Program
2. 2. Hold an executive session in accordance with V.T.C.A. Government Code § 551.071, seeking the advice of its legal counsel about pending or contemplated litigation or settlement offers and hold a consultation with the attorney on matters in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code: (i) legal advice and counsel regarding matters identified in Section 2.5(a)-(f) of this Agenda; (ii) legal advice and counsel regarding the City of Lubbock's Note Purchase Program with Bank of America; and legal issues regarding bond-related matters.
2. 3. Hold an executive session in accordance with the Texas Government Code, Section 551.072, to deliberate the purchase, exchange, lease, or value of real property.
2. 3. 1. Texas Department of Transportation (TxDOT) Turnover Program
2. 4. Hold an executive session in accordance with Texas Government Code 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Building Board of Appeals, Canadian River Municipal Water Authority, Lubbock Reese Redevelopment Authority Board of Directors, Permit and License Appeal Board, and the Planning and Zoning Commission.
2. 5. Hold an executive session in accordance with V.T.C.A. Government Code Section 551.086, to discuss and deliberate, on the following competitive matters of Lubbock Power & Light, reasonably related to the following categories:
- a) generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling;
  - b) bidding and pricing information for purchased power, generation and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies;
  - c) effective fuel and purchased power agreements and fuel transportation arrangements and contracts;
  - d) risk management information, contracts, and strategies, including fuel hedging and storage;
  - e) plans, studies, proposals, and analyses for system improvements, additions, or sales (other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider);
    - Discuss and deliberate plans, studies, proposals, and analyses for system improvements, additions, or sales.
  - f) customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies.

### **Adjourn from Executive Session**

**4:30 p.m. - City Council reconvenes in Open Session in City Council Chambers.**

### **3. Ceremonial Items**

3. 1. Invocation
3. 2. Pledges of Allegiance
3. 3. Proclamations and Presentations
3. 3. 1. Presentation of a Special Recognition in celebration of the 4th on Broadway Festival

## **Call to Order**

4. **Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 5:00 p.m. on June 22, 2021. If a citizen is attending the meeting by video or teleconference, they may submit a citizen comment by email at [citizencomments@mylubbock.us](mailto:citizencomments@mylubbock.us), no later than 2:00 p.m. on June 22, 2021. Submitted comments must include name and address. Each comment will be read aloud for a period of time not to exceed three minutes pursuant to City Council Rules. Citizen Comments is an opportunity for citizens to make comments and express a position on agenda items. Any comment received that is in the nature of asking a question will be referred to an appropriate member of the City staff for a response.**

**Public Hearings – Any person wishing to speak at a posted public hearing (Items 7.1-7.3) may do so via Zoom by using the “Raised Hand” feature. When utilizing Zoom through a telephone, press \*9 to "raise your hand" and you will be placed in the queue.**

5. **Minutes**

5. 1. May 25, 2021 Regular City Council Meeting  
May 26, 2021 Special City Council Meeting - LEDA Press Conference  
May 27, 2021 Special City Council Meeting

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

6. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2021-00070, Amendment 30, amending the FY 2020-21 Budget for municipal purposes respecting the Airport Capital Fund to appropriate additional funding for the Capital Improvement Project 8648 Airport Pavement Maintenance.

6. 1. 1. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Public Works Contract 15877, with Silver Creek Construction, Inc., for the rehabilitation of Airport Taxiway M and Taxiway J at Lubbock Preston Smith International Airport.

6. 1. 2. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Amendment No. 3 to Contract 15310, with Parkhill, for Professional Services, Construction Administration, Resident Project Representative (RPR) Services, Closeout Phase Assistance, and Construction Materials Testing for Lubbock Preston Smith International Airport Taxiway M and Taxiway J Pavement Rehabilitation.
6. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2021-00071, Amendment 31, amending the FY 2020-21 Budget for municipal purposes respecting the Water/Wastewater Operating and Capital Funds to appropriate additional funding for Capital Improvement Project (CIP) 92455 Water Meter Replacements.
6. 3. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2021-00074, Amendment 32, amending the FY 2020-21 Budget for municipal purposes respecting the General Fund Operating, General Fund Capital, and Information Technology Operating Fund to appropriate additional funding for Capital Improvement Project 8646 Public Safety CAD, Mobile, and RMS Software.
6. 3. 1. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Professional Services Agreement 15963, with Sciens Consulting, LLC, to provide consultant services for a needs assessment, creation of a request for proposal, evaluation, and selection of replacement Public Safety software systems, including Computer Aided Dispatch, Records Management, and Mobile applications.
6. 4. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2021-00072, Amendment 33, amending the FY 2020-21 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of State Health Services.
6. 4. 1. **Resolution - Public Health Services:** Consider a resolution authorizing the Mayor to execute Amendment No. 2 to Contract HHS000077800035 under the HIV Prevention Services Contract, and any associated documents, by and between the City of Lubbock and the Texas Department of State Health Services, to provide funding for HIV prevention services provided by the City of Lubbock Health Department.
6. 5. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2021-00073, Amendment 34, amending the FY 2020-21 Budget for municipal purposes respecting the Water/Wastewater Capital Fund to appropriate additional funding for Capital Improvement Project 92587 Loop 88 Sewer Line Relocation.
6. 6. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 35, amending the FY 2020-21 Budget for municipal purposes respecting the General Fund Capital to establish and appropriate funding for Capital Improvement Projects 92711 Fire Station 20, 92712 Transportation Improvements/Unpaved Roads, and 92713 Erskine Street.
6. 7. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 36, amending the FY 2020-21 Budget for municipal purposes respecting the Lubbock Power and Light Fund for the addition of four full-time positions.

6. 8.       **Resolution - Finance:** Consider a resolution authorizing the refunding of Canadian River Municipal Water Authority Subordinate Lien Contract Revenue Refunding Bonds, Series 2012 (Conjunctive Use Groundwater Supply Project).
6. 9.       **Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing a portion of a drainage easement, located in Spanish Bit Court Addition, Section 7, Block JS, Lubbock County, Texas.
6. 10.      **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Contract 15803, with Rink's Lease Service, Inc., for construction services associated with the Annexation Water Lines - Alcove project.
6. 11.      **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Contract 15757, with Freese and Nichols, Inc., for design services for the Lift Station 34 Rehabilitation Capital Improvements Project.
6. 12.      **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Contract 15872, with Horseshoe Construction, Inc., for construction of the Low Pressure Supply Line Slip Lining Project.
6. 13.      **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Professional Services Agreement Contract 15977, with Freese and Nichols, Inc., for professional engineering services associated with the Elevated Storage Tank (EST) Design and Pressure Zone Delineation.
6. 14.      **Resolution - Public Works:** Consider a resolution authorizing the Mayor to execute Sole Source Contract 15777, with Hydra-Stop, for a service agreement to provide Hydra-Stop parts, fittings and insertion valves.
6. 15.      **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Sherwood Design and Construction, LLC, at 1611 Avenue L, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation.
6. 16.      **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Facade) Expenditure of Market Lubbock, Inc., to be provided to Sherwood Design and Construction, LLC, at 1611 Avenue L, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation.
6. 17.      **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc. to be provided to N2 Electrical Contractors, LLC, at 701 Broadway, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation.
6. 18.      **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Facade) Expenditure of Market Lubbock, Inc., to be provided to N2 Electrical Contractors, LLC, at 701 Broadway, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation.

6. 19. **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Fred Bowers at 1401 Texas Avenue, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation.
6. 20. **Resolution - Public Health Services:** Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding for Central Distribution Model Participants, Department State Health Services Contract No. HHS001031800017, between the City of Lubbock Health Department and the State of Texas Department of State Health Services, to treat and control the spread of infectious disease across Texas.
6. 21. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Contract 15950 and all related documents, between the City of Lubbock and the Salvation Army of Lubbock, a Georgia Corporation, for the Emergency Solutions Grant (ESG) program, to provide services to the homeless.
6. 22. **Resolution - Police:** Consider a resolution authorizing the Mayor, on behalf of the City of Lubbock and its Police Department, to execute an Interlocal Cooperation Agreement, and all related documents, with the Lubbock Regional MHMR Center DBA StarCare Specialty Health System, for the creation of the Lubbock Community Crisis Intervention Team (LCCIT).
6. 23. **Resolution - City Secretary:** Consider a resolution authorizing the Mayor to execute Professional Services Agreement 15708, with Bickerstaff Heath Delgado Acosta LLP, for Redistricting Services, for and on behalf of the City of Lubbock, Lubbock County, and Lubbock Independent School District.
6. 24. **Resolution - City Manager:** Consider a resolution authorizing the City Manager, or his or her designees, to waive charges for the production of public information, when the cost of producing such information for any single request totals less than Thirty Dollars.
6. 25. **Resolution - City Manager:** Consider a resolution continuing and affirming the Mayor's 12th Declaration of Disaster regarding the COVID-19 (Coronavirus) pandemic, which continues this disaster declaration without any local restrictions on businesses or individuals in the City.

7. **Regular Agenda**

7. 1. **Public Hearing - Planning:** Consider a request for Zone Case 1139-B, a request of Eric Valdez for Keystone Properties, for a zone change from Local Retail District (C-2) to Commercial District (C-4) with a Specific Use for a Nightclub at 5015 University Avenue, Suite 11A, located east of University Avenue and south of 50th Street, Agee-Pharr Addition, the balance of Lot 1, and consider an ordinance.
7. 2. **Public Hearing - Planning:** Consider a request for Zone Case 2011-I, a request of Asken Properties, LLC for Frenship Independent School District, for a zone change from Light Manufacturing District (M-1) to High-Density Apartment District (A-2) at 6401 43rd Street, located east of Milwaukee Avenue and north of 43rd Street, Santa Fe Park Addition, Lot 14, and consider an ordinance.

7. 3.       **Public Hearing - Planning:** Consider a request for Zone Case 3435, a request of Studio 44 for Heartbeat Midwifery, for a zone change from General Retail District (C-3) and C-3 Specific Use to Apartment-Medical District (AM) at 4413 4th Street and 415 Raleigh Avenue, located south of 4th Street and east of Raleigh Avenue, Rushland Park Addition, Tract M-1-A-2 and the south part of Tract B-1-A, and consider an ordinance.
7. 4.       **Resolution - Planning:** Consider a resolution authorizing the Mayor to execute an Annexation Agreement, with the Lubbock Economic Development Alliance (LEDA), for an area of land generally described as approximately 407.28 acres adjacent to the eastern city limits of the City of Lubbock, south of 4th Street and east of East Loop 289.
7. 5.       **Ordinance Single Reading - Finance:** Consider approval of an ordinance providing for the issuance of City of Lubbock, Texas, Combination Tax and Revenue Certificates of Obligation, in one or more series; levying a tax and pledging surplus water and wastewater system revenues in payment thereof; providing for the award of the sale thereof in accordance with specified parameters; approving an official statement; approving execution of a purchase contract; and enacting other provisions relating thereto.
7. 6.       **Resolution - Lubbock Power & Light:** Consider a resolution authorizing the publication of a Notice of Intention to issue Electric Light and Power System Revenue Bonds, Series 2021.



## **Regular City Council Meeting**

**2. 4.**

**Meeting Date:** 06/22/2021

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### **Information**

#### **Agenda Item**

Hold an executive session in accordance with Texas Government Code 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Building Board of Appeals, Canadian River Municipal Water Authority, Lubbock Reese Redevelopment Authority Board of Directors, Permit and License Appeal Board, and the Planning and Zoning Commission.

#### **Item Summary**

#### **Fiscal Impact**

#### **Staff/Board Recommending**

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### **Attachments**

*No file(s) attached.*

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## **Regular City Council Meeting**

**5. 1.**

**Meeting Date:** 06/22/2021

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### **Information**

#### **Agenda Item**

May 25, 2021 Regular City Council Meeting

May 26, 2021 Special City Council Meeting - LEDA Press Conference

May 27, 2021 Special City Council Meeting

#### **Item Summary**

May 25, 2021 Regular City Council Meeting

May 26, 2021 Special City Council Meeting - LEDA Press Conference

May 27, 2021 Special City Council Meeting

#### **Fiscal Impact**

None

#### **Staff/Board Recommending**

Rebecca Garza, City Secretary

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### **Attachments**

5.25.2021

5.26.2021 S LEDA Press Conference

5.27.2021 S

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**CITY OF LUBBOCK**  
**REGULAR CITY COUNCIL MEETING**  
**May 25, 2021**  
**1:30 P. M.**

**The City Council of the City of Lubbock, Texas met in regular session on the 25th of May, 2021, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas, and via video conference and teleconference at 1:30 p.m.**

**1:37 P.M. CITY COUNCIL CONVENED**

**City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas, and via video conference and teleconference**

Present: Mayor Daniel M. Pope; Mayor Pro Tem Steve Massengale; Council Member Juan A. Chadis; Council Member Randy Christian; Council Member Jeff Griffith; Council Member Latrelle Joy; Council Member Shelia Patterson Harris; City Manager W. Jarrett Atkinson; City Secretary Rebecca Garza; City Attorney Chad Weaver

Council Member Randy Christian attended via video conference.

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

- *1.1-1.3; Executive Session; 3.1-3.3; Citizen Comments 4; 5.1; 6.1-6.24; 7.1-7.8.*
- *Item 7.7 was postponed to June 8, 2021.*

1. Hear and discuss presentations regarding the following and provide guidance to staff as appropriate.

1. 1. Presentation and Discussion regarding the City's Neighborhood Traffic Management Program

Kerry Miller, chair of the Citizens Traffic Commission; and Jarrett Atkinson, city manager, gave comments and answered questions from City Council. David Bragg, traffic operations manager, gave a presentation on the City's Neighborhood Traffic Management Program and answered questions from City Council. Topics discussed included: an overview and history of the program; the purpose of the program; the timeline of typical Neighborhood Traffic Management Program cases; the petition process and requirements; revisions to the petition process as recommended by the Citizens Traffic Commission; and the results of the program as of April 2021. Mr. Bragg also introduced the following members of the Citizens Traffic Commission, who were present at the meeting: Chair Kerry Miller, William Curnow, K.C. Emery, and Eric Burrell.

There was City Council consensus to have the Citizens Traffic Commission, and staff, reassess the petition process and develop recommendations for additional revisions, and to present these recommendations to City Council at a future work session.

**1. 2. FY 2020-21 Sales Tax Update and Discussion**

Blu Kostelich, chief financial officer, gave a presentation on FY 2020-21 Sales Tax updates and answered questions from City Council.

**1. 3. Update and Discussion regarding transition to Electric Reliability Council of Texas (ERCOT)**

David McCalla, director of electric utilities, gave a presentation on the status of Lubbock Power & Lights's transition to the Electric Reliability Council of Texas (ERCOT) and answered questions from City Council. Topics discussed included: a history of the transition to ERCOT; construction, certification, and testing updates; and outages and communications planning.

**At the completion of the Work Session, City Council recesses into Executive Session.**

**2. Executive Session The meeting recessed at 2:42 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 5:03 p.m., and the meeting was called to order at 5:10 p.m.**

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

**2. 1. 1. Texas Department of Transportation (TxDOT) Turnover Program**

**2. 1. 2. 5,562 acres, more or less, plus improvements in Lubbock County, Texas, commonly known as Lubbock Land Application Site**

**2. 1. 3. *Planned Parenthood of Greater Texas Surgical Health Services, et al v. City of Lubbock, Texas*, Case No.5:21-cv-114 in the United States District Court for the Northern District of Texas, Lubbock Division**

**2. 2. Hold an executive session in accordance with V.T.C.A. Government Code Section 551.071, seeking the advice of its legal counsel about pending or contemplated litigation or settlement offers and hold a consultation with the attorney on matters in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code:**

**2. 2. 1. Power Purchase Agreements**

**2. 2. 2. Legal issues regarding customer choice and Texas Utilities Code, Chapter 40**

**2. 2. 3. Federal Energy Regulatory Commission, Docket Nos. ER 16-1341. EL 17-2, and EL 18-9, related to SPP attachment Z2**

**2. 2. 4. Legal advice and counsel regarding matters identified in Section 2.4(a)-(f) of this agenda**

2. 3. Hold an executive session in accordance with the Texas Government Code, Section 551.072, to deliberate the purchase, exchange, lease, or value of real property.
2. 3. 1. Texas Department of Transportation (TxDOT) Turnover Program
2. 3. 2. 5,562 acres, more or less, plus improvements in Lubbock County, Texas, commonly known as Lubbock Land Application Site
2. 4. Hold an executive session in accordance with V.T.C.A. Government Code Section 551.086, to discuss and deliberate, on the following competitive matters of Lubbock Power & Light, reasonably related to the following categories:
  - a) generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling;
  - b) bidding and pricing information for purchased power, generation and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies;
  - c) effective fuel and purchased power agreements and fuel transportation arrangements and contracts;
    - Discuss and deliberate purchased power matters.
  - d) risk management information, contracts, and strategies, including fuel hedging and storage;
  - e) plans, studies, proposals, and analyses for system improvements, additions, or sales (other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider);
  - f) customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies.
2. 5. Hold an executive session in accordance with Texas Government Code, Section 551.087, to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; and to deliberate the offer of a financial or other incentive to a business prospect described herein above.
2. 5. 1. Project Basil

**4:30 p.m. - City Council reconvenes in Open Session in City Council Chambers.**

City Council reconvened at 5:03 p.m.

### **3. Ceremonial Items**

**3. 1. Invocation**

The Reverend Becky Fox, Covenant Presbyterian Church, led the invocation.

**3. 2. Pledges of Allegiance**

Pledges of Allegiance, to the United States and Texas Flags, were led by Mayor Pro Tem Steve Massengale.

**3. 3. Board Recognitions:** Presented by Council member Shelia Patterson Harris.

Capital Improvements Advisory Committee  
Chris Berry

Public Transit Advisory Board  
Sandra Chatham  
Jo Ann Lea

Veterans Advisory Committee  
Daniel Baze

**Call to Order**

The meeting was called to order at 5:10 p.m.

- 4. Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 5:00 p.m. on May 25, 2021. If a citizen is attending the meeting by video or teleconference, they may submit a citizen comment by email at [citizencomments@mylubbock.us](mailto:citizencomments@mylubbock.us), no later than 2:00 p.m. on May 25, 2021. Submitted comments must include name and address. Each comment will be read aloud for a period of time not to exceed three minutes pursuant to City Council Rules. Citizen Comments is an opportunity for citizens to make comments and express a position on agenda items. Any comment received that is in the nature of asking a question will be referred to an appropriate member of the City staff for a response.**

**Public Hearings - Any person wishing to speak at a posted public hearing (Items 7.1 - 7.8) may do so via Zoom by using the "Raised Hand" feature. When utilizing Zoom through a telephone, press \*9 to "raise your hand" and you will be placed in the queue.**

**No one appeared to speak in person.**

Citizen Comments received via email:

- Nicholas Bergfeld addressed the City Council, via email, to speak on item 1.2 (FY 2020-21 Sales Tax Update and Discussion). Mr. Bergfeld's email was read aloud by Courtney Paz, deputy city secretary.

**5. Minutes**

**5. 1. April 27, 2021 Regular City Council Meeting**

Motion by Council Member Latrelle Joy, seconded by Mayor Pro Tem Steve Massengale to approve the April 27, 2021 Regular City Council Meeting minutes.

**Vote:** 7 - 0 Motion carried

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

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Jeff Griffith to approve items 6.1-6.24.

**Vote:** 7 - 0 Motion carried

**6. 1. Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2021-O0053, Amendment 21, amending the FY 2020-21 Budget for municipal purposes respecting the General Fund to appropriate funding for Fleet Capital Improvements.

**6. 2. Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2021-O0054, Amendment 22, amending the FY 2020-21 Budget for municipal purposes respecting the Lake Alan Henry Fund to appropriate funding for the purchase of customer service and payment equipment.

**6. 3. Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2021-O0055, Amendment 23, amending the FY 2020-21 Budget for municipal purposes respecting the Lubbock Power & Light Capital Budget; providing for filing; and providing for a savings clause.

**6. 4. Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2021-O0056, Amendment 24, amending the FY 2020-21 Budget for municipal purposes respecting the General Fund for the addition of one full-time position in Human Resources.

**6. 5. Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2021-O0057, Amendment 25, amending the FY 2020-21 Budget for municipal purposes respecting the General Fund to amend full-time equivalent (FTE) positions in Animal Services, providing for filing; and providing for a savings clause.

**6. 6. Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2021-O0058, Amendment 26, amending the FY 2020-21 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the U.S. Department of Treasury.

6. 7. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2021-O0059, Amendment 27, amending the FY 2020-21 Budget for municipal purposes respecting the Operating Budget for Lubbock Economic Development Alliance and Market Lubbock, Inc. - Visitors Bureau.
6. 8. **Budget Ordinance Amendment Single Reading - Finance:** Ordinance No. 2021-O0060, Amendment 28, amending the FY 2020-21 Budget for municipal purposes respecting the General Fund to appropriate funding for repairs to the City of Lubbock Utilities Customer Service Center (UCSC).
6. 8. 1. **Resolution - Facilities Management:** Resolution No. 2021-R0186 authorizing the Mayor to execute Contract No. 15924 with Lee Lewis Construction, Inc., for the repair of Citizens Tower and Utilities Customer Services Center (UCSC) damaged by the flood event of March 12, 2021.
6. 9. **Resolution - Risk Management:** Resolution No. 2021-R0187 authorizing the Mayor to execute for and on behalf of the City of Lubbock, a Compromise Settlement Agreement and Release of All Claims in a claim involving damage to City property, as set forth in *City of Lubbock v. Christman Cable*, Cause No. 2019-537,840 in the 72nd Judicial District Court, Lubbock County, Texas.
6. 10. **Ordinance 1st Reading - Right-of-Way:** Ordinance No. 2021-O0061, abandoning and closing a portion of a 15-foot alley located in Block 1, Hewett Addition, Lubbock County, Texas.
6. 11. **Resolution - Engineering:** Resolution No. 2021-R0188 authorizing the Mayor to execute Amendment No. 6 to Professional Services Contract 12113, with Halff Associates, Inc., for the Stormwater Master Plan.
6. 12. **Resolution - Engineering:** Resolution No. 2021-R0189 authorizing the Mayor to execute Amendment No. 2 to Contract 15282, with Freese and Nichols, Inc., for providing engineering services for the design of the Downtown Sanitary Sewer Line Improvements Project and Major Sewer Line Condition Assessment and Repair.
6. 13. **Resolution - Engineering:** Resolution No. 2021-R0190 authorizing the Mayor to execute Contract 15841, with West Texas Paving, Inc., for construction services associated with the Wausau Avenue Paving Project, from the Marsha Sharp Freeway to 82nd Street.
6. 14. **Resolution - Public Works:** Resolution No. 2021-R0191 authorizing the Mayor to execute Contract 15796, with Asplundh Tree Expert, LLC, for services related to removal of nuisance branches and trees from City rights-of-way.



6. 15. **Resolution - Public Health Services:** Resolution No. 2021-R0192 authorizing the Mayor to execute four Memorandums of Understanding (MOU) through the City of Lubbock Health Department with Lamb County LEAF - Hooked on Hope, Family Support Services of Amarillo, Cenikor Foundation, and Hub City Outreach Center, for participation in an integrated collaborative effort to meet the specific needs of the priority population, including serving as an essential link between prevention, intervention and treatment service, information, and resources within Region 1, and related documents.
6. 16. **Resolution - Public Health Services:** Resolution No. 2021-R0193 ratifying the act of the Mayor in executing Amendment No. 3 to Contract No. HH000771000001, under the Public Health Emergency Preparedness Cooperative Agreement, with the Texas Department of State Health Services (DSHS).
6. 17. **Resolution - Public Health Services:** Resolution No. 2021-R0194 authorizing the Mayor to execute Contract No. HHS00102760001, under the Regional Local Services System/Local Public Health Services Grant Program, and any associated documents, by and between the City of Lubbock and the Texas Department of State Health Services (DSHS), to improve and strengthen local public health infrastructure.
6. 18. **Resolution - Community Development:** Resolution No. 2021-R0195 authorizing the Mayor to execute Contract 15920 and all related documents, between the City of Lubbock and the U. S. Department of Housing and Urban Development (HUD), for a Community Development Block Grant (CDBG).
6. 19. **Resolution - Community Development:** Resolution No. 2021-R0196 authorizing the Mayor to execute Contract 15922, and all related documents, between the City of Lubbock and the U. S. Department of Housing and Urban Development (HUD), for the Emergency Solutions Grant (ESG).
6. 20. **Resolution - Community Development:** Resolution No. 2021-R0197 authorizing the Mayor to execute Contract 15921 and all related documents, between the City of Lubbock and the U. S. Department of Housing and Urban Development (HUD), for the Home Investment Partnerships Grant (HOME).
6. 21. **Resolution - Facilities Management:** Resolution No. 2021-R0198 authorizing the Mayor to execute Contract No. 15789, with Lee Lewis Construction, Inc., for construction of the Lubbock Police Department Headquarters Facility.
6. 22. **Resolution - Information Technology:** Resolution No. 2021-R0199 authorizing the Mayor to execute Purchase Order 33001502, with CDW Government, Inc., for the purchase of the Mimecast Email Management System, Security with Threat Protection, as well as training and migration services.
6. 23. **Resolution - Fleet Services:** Resolution No. 2021-R0200 authorizing the Mayor to execute Purchase Order 31059219, with Randall Reed's Prestige Ford, for the purchase of two mid-size SUVs for the Lubbock Police Department.

6. 24. **Ordinance 1st Reading - Lubbock Power & Light:** Ordinance No. 2021-00062, to amend Section 22.02.103 of Title I, Chapter 22, Article 22.02, Division 3, of the Lubbock Code of Ordinances, to permit Lubbock Power & Light to update the fee structure for recovery of the cost of providing underground electric distribution service as part of the annual review and approval of the LP&L Electric Rate/Tariff Schedule.

7. **Regular Agenda**

7. 1. **Public Hearing - Planning:** Ordinance No. 2021-00063, for Zone Case 1788-F, a request of McDougal Realtors for Lubbock Prosperity, L.P., for a zone change from General Retail District (C-3) to General Retail District (C-3) Specific Use for a Blood Plasma Center, at 4841 50th Street, located south of 50th Street and east of Wayne Avenue, Greenbrier Addition, Lot H, and consider an ordinance.

Bryan Isham, director of planning, gave a presentation and answered questions from City Council.

Mayor Pope opened the public hearing at 5:36 p.m.

Jeremy Steen, with McDougal Realtors, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Pope closed the public hearing at 5:37 p.m.

Motion by Council Member Shelia Patterson Harris, seconded by Council Member Jeff Griffith to approve Ordinance No. 2021-00063.

**Vote:** 7 - 0 Motion carried

7. 2. **Public Hearing - Planning:** Ordinance No. 2021-00064, for Zone Case 2909-E, a request of Callaway Architecture for S&S Commercial Properties, LTD, for a zone change from Interstate Highway Commercial District (IHC) to Apartment-Medical District (AM) at 6401 Spur 327, located south of Spur 327 and east of Milwaukee Avenue, on 2.289 acres of unplatted land out of Block AK, Section 36, and consider an ordinance.

Bryan Isham, director of planning, gave a presentation and answered questions from City Council.

Mayor Pope opened the public hearing at 5:38 p.m.

Jeremy Steen, with McDougal Realtors, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Pope closed the public hearing at 5:39 p.m.

Motion by Council Member Jeff Griffith, seconded by Council Member Juan A. Chadis to approve Ordinance No. 2021-O0064.

**Vote:** 7 - 0 Motion carried

- 7. 3. Public Hearing - Planning:** Ordinance No. 2021-O0065, for Zone Case 2984-M, a request of Centerline Engineering & Consulting, LLC, for 34th & Upland Affordable Storage, Inc. and 87th Street Partners, LLC, for a zone change from Interstate Highway Commercial (IHC) and General Retail District (C-3) to (C-3) with a Specific Use for a Self-Storage Facility and Two-Family District (R-2), at 7115 and 7105 34th Street, located south of 34th Street and east of Upland Avenue, on 19.74 acres of unplatted land out of Block AK, Section 38, and consider an ordinance.

Bryan Isham, director of planning, gave a presentation and answered questions from City Council. Jarrett Atkinson, city manager, gave comments and answered questions from City Council.

Mayor Pope opened the public hearing at 5:41 p.m.

No one appeared to speak in favor or opposition.

Mayor Pope closed the public hearing at 5:42 p.m.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Jeff Griffith to approve Ordinance No. 2021-O0065.

**Vote:** 7 - 0 Motion carried

- 7. 4. Public Hearing - Planning:** Ordinance No. 2021-O0066, for Zone Case 2985-C, a request of Seventeen Services, LLC for Edge Construction, for a zone change from Garden Office (GO) to Apartment Medical (AM) at 5614 114th Street, located east of Elkhart Avenue and north of 114th Street, 114th & Elkhart Office Park Addition, Tract A, and consider an ordinance.

Bryan Isham, director of planning, gave a presentation and answered questions from City Council. Jarrett Atkinson, city manager, gave comments and answered questions from City Council.

Mayor Pope opened the public hearing at 5:43 p.m.

No one appeared to speak in favor or opposition.

Mayor Pope closed the public hearing at 5:44 p.m.

Motion by Council Member Juan A. Chadis, seconded by Council Member Jeff Griffith to approve Ordinance No. 2021-O0066.

**Vote:** 7 - 0 Motion carried

- 7. 5. Public Hearing - Planning:** Ordinance No. 2021-O0067, for Zone Case 3050-G, a request of AMD Engineering, LLC for Lubbock Land Investments IV, LP, for a zone change from Single Family District (R-1) Specific Use to Two-Family District (R-2), generally located north of 123rd Street and west of Memphis Avenue, on 4.50 acres of unplatted land out of Block E2, Section 22, and consider an ordinance.

Bryan Isham, director of planning, gave a presentation and answered questions from City Council. Cory Dulin, with AMD Engineering; and Andy Bean, with Lubbock Land Company, gave comments and answered questions from City Council.

Mayor Pope opened the public hearing at 5:47 p.m.

Cory Dulin, with AMD Engineering, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Pope closed the public hearing at 5:48 p.m.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Juan A. Chadis to approve Ordinance No. 2021-O0067.

**Vote:** 7 - 0 Motion carried

- 7. 6. Public Hearing - Planning:** Ordinance No. 2021-O0068, for Zone Case 3431, a request of Centerline Engineering & Consulting, LLC for 146th Street & Slide Road, Inc., for a zone change from Transition (T) to General Retail District (C-3) with a Specific Use for Self-Storage Facilities, at 14505 Slide Road, located east of Slide Road and north of 146th Street, on 17.320 acres of unplatted land out of Block AK, Section 5, and consider an ordinance.

Bryan Isham, director of planning, gave a presentation and answered questions from City Council. Phillip Tran, representing the proponent, gave comments and answered questions from City Council.

Mayor Pope opened the public hearing at 5:55 p.m.

No one appeared to speak in favor or opposition.

Mayor Pope closed the public hearing at 5:56 p.m.

Motion by Council Member Shelia Patterson Harris, seconded by Mayor Pro Tem Steve Massengale to approve Ordinance No. 2021-O0068.

**Vote:** 7 - 0 Motion carried

- 7. 7. Public Hearing - Planning:** Consider a request for Zone Case 3432, a request of Dwain Lane for Carolyn Lane Musgrave, for a zone change from Commercial District (C-4) and Local Retail District (C-2) to (C-4) with a Specific Use for a Dance Hall, at 1801 19th Street, and 1904 and 1906 Avenue R, located south of 19th Street and west of Avenue R, Lane Addition, Block 1, Lots 1, 2, 5, and 6, and consider an ordinance.

**This item was postponed.**

Bryan Isham, director of planning, gave a presentation and answered questions from City Council.

Mayor Pope opened the public hearing at 5:57 p.m.

No one appeared to speak in favor or opposition.

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

Motion by Council Member Latrelle Joy, seconded by Council Member Juan A. Chadis to postpone this item to the June 8, 2021 Regular City Council Meeting.

**Vote:** 7 - 0 Motion carried

- 7. 8. Public Hearing - Planning:** Ordinance No. 2021-O0069, for Zone Case 3433, a request of AMD Engineering, LLC for Baxter Trusts, for a zone change from Transition (T) to Restricted Local Retail District (C-2A), generally located south of 114th Street and east of Memphis Avenue, on 7.84 acres of unplatted land out of Block E2, Section 22, and consider an ordinance.

Bryan Isham, director of planning, gave a presentation and answered questions from City Council.

Mayor Pope opened the public hearing at 6:10 p.m.

Cory Dulin, with AMD Engineering; and Dr. Bolkar Sahinler, the proponent, appeared to speak in favor.

Thomas Payne appeared to speak in opposition.

Mayor Pope closed the public hearing at 6:25 p.m.

Motion by Council Member Jeff Griffith, seconded by Mayor Pro Tem Steve Massengale to approve Ordinance No. 2021-O0069.

**Vote:** 7 - 0 Motion carried

**6:28 P.M. CITY COUNCIL ADJOURNED**

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

The May 25, 2021 Regular City Council Meeting minutes were approved by the City Council on the 22nd day of June, 2021.

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DANIEL M. POPE, MAYOR

ATTEST:

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Rebecca Garza, City Secretary

**CITY OF LUBBOCK**  
**SPECIAL CITY COUNCIL MEETING**  
**May 26, 2021**  
**1:30 P.M.**

**The City Council of the City of Lubbock, Texas met in special session on the 26th of May, 2021, at McDougal Companies Plaza, 1500 Broadway, 5th Floor, Wells Fargo Conference Room, Suite 500, Lubbock, Texas at 1:30 p.m.**

**1:30 P.M. CITY COUNCIL CONVENED**

**McDougal Companies Plaza, 1500 Broadway, 5th Floor, Wells Fargo Conference Room, Suite 500, Lubbock, Texas**

Present: Mayor Daniel M. Pope; Mayor Pro Tem Steve Massengale; Council Member Latrelle Joy; Council Member Shelia Patterson Harris; Deputy City Secretary Courtney Paz

Absent: Council Member Juan A. Chadis; Council Member Randy Christian; Council Member Jeff Griffith; City Manager W. Jarrett Atkinson; City Attorney Chad Weaver

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

- *1.1.*

**1. REGULAR SESSION**

- 1. 1.** City Council will attend and participate with Lubbock Economic Development Alliance, Inc. as it holds a press conference to announce the expansion of four companies in Lubbock that will create more than 450 new jobs and \$11.4 million in capital investments into the Lubbock economy.

John Osborne, president and chief executive officer of Lubbock Economic Development Alliance (LEDA) and Market Lubbock, gave opening remarks.

Kenny McKay, director of business retention for LEDA, introduced Troy Pickering, vice president of sales and marketing for SIMFLO; Byron Johnson, director of site operations at VXI; Balu Viswanathan, chief executive officer of Starnik; and Gordon Davis, chairman of CEV Multimedia, whose businesses are expanding into Lubbock and will create more than 450 jobs and \$11.4 million in capital investments into the Lubbock economy.

Mayor Daniel M. Pope and John Osborne, president and chief executive officer of Lubbock Economic Development Alliance (LEDA) and Market Lubbock, gave closing remarks.



**2:02 P.M. CITY COUNCIL ADJOURNED**

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

The May 26, 2021 Special City Council Meeting minutes were approved by the City Council on the 22nd day of June, 2021.

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DANIEL M. POPE, MAYOR

ATTEST:

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Rebecca Garza, City Secretary

**CITY OF LUBBOCK  
SPECIAL CITY COUNCIL MEETING**

**May 27, 2021**

**4:00 P.M.**

**The City Council of the City of Lubbock, Texas met in special session on the 27th of May, 2021, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas, and via video conference and teleconference at 4:00 p.m.**

**4:02 P.M. CITY COUNCIL CONVENED**

**City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas and via video conference and teleconference**

**Present:** Mayor Daniel M. Pope; Mayor Pro Tem Steve Massengale; Council Member Randy Christian; Council Member Jeff Griffith; Council Member Latrelle Joy; Council Member Shelia Patterson Harris; City Manager W. Jarrett Atkinson; City Secretary Rebecca Garza; City Attorney Chad Weaver

Council Member Randy Christian attended via video conference.

**Absent:** Council Member Juan A. Chadis

*Note: City Council addressed agenda items in the following order:*  
• *Executive Session; Citizen Comments 2.1; 2.2.*

**1. Executive Session**

**The meeting recessed at 4:03 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 4:24 p.m.**

- 1. 1.** Hold an executive session in accordance with V.T.C.A. Government Code Section 551.071, seeking the advice of its legal counsel about pending or contemplated litigation or settlement offers and hold a consultation with the attorney on matters in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code:
  - 1. 1. 1.** Power purchase agreements
  - 1. 1. 2.** Legal issues regarding customer choice and Texas Utilities Code, Chapter 40
  - 1. 1. 3.** Federal Energy Regulatory Commission, Docket Nos. ER 16-1341, EL 17-2, and EL 18-9, related to SPP attachment Z2
  - 1. 1. 4.** Legal advice and counsel regarding matters identified in Section 1.2(a)-(f) of this agenda

1. 2. Hold an executive session in accordance with V.T.C.A. Government Code § 551.086, to discuss and deliberate, on the following competitive matters of Lubbock Power & Light, reasonably related to the following categories:
  - a. generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling;
  - b. bidding and pricing information for purchased power, generation and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies;
  - c. effective fuel and purchased power agreements and fuel transportation arrangements and contracts;
    - Discuss and deliberate purchased power matters.
  - d. risk management information, contracts, and strategies, including fuel hedging and storage;
  - e. plans, studies, proposals, and analyses for system improvements, additions, or sales (other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider);
  - f. customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies.

At the conclusion of the Executive Session, the City Council reconvenes in Regular Session

City Council reconvened at 4:24 p.m.

## 2. Regular Session

2. 1. **Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 4:00 p.m. on May 27, 2021. If a citizen is attending the meeting by video or teleconference, they may submit a citizen comment by email at [citizencomments@mylubbock.us](mailto:citizencomments@mylubbock.us), no later than 2:00 p.m. on May 27, 2021. Submitted comments must include name and address. Each comment will be read aloud for a period of time not to exceed three minutes pursuant to City Council Rules. Citizen Comments is an opportunity for citizens to make comments and express a position on agenda items. Any comment received that is in the nature of asking a question will be referred to an appropriate member of the City staff for a response.**

**No one appeared to speak in person; and no comments were submitted via email.**

2. 2. **Resolution - Lubbock Power & Light:** Resolution No 2021-R0201 authorizing the Mayor of the City of Lubbock to execute that certain Settlement Agreement by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Southwestern Public Service Company, a New Mexico Corporation, regarding that certain Master Power Purchase and Sale Agreement (“Master Agreement”) dated as of November 12, 2009, and that certain Transaction Agreement of the same date entered into under the Master Agreement (the “Transaction Agreement”, and together with the Master Agreement and any other transactions entered into under the Master Agreement, the “PPA”), providing for an early termination of the PPA.

Andy Burcham, chief financial officer for Lubbock Power & Light, gave a presentation and answered questions from City Council.

Motion by Council Member Jeff Griffith, seconded by Mayor Pro Tem Steve Massengale to approve Resolution No. 2021-R0201.

**Vote:** 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

#### **4:34 P.M. CITY COUNCIL ADJOURNED**

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

The May 27, 2021 Special City Council Meeting minutes were approved by the City Council on the 22nd day of June, 2021.

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DANIEL M. POPE, MAYOR

ATTEST:

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Rebecca Garza, City Secretary



## Regular City Council Meeting

6. 1.

Meeting Date: 06/22/2021

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### Information

#### Agenda Item

**Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2021-O0070, Amendment 30, amending the FY 2020-21 Budget for municipal purposes respecting the Airport Capital Fund to appropriate additional funding for the Capital Improvement Project 8648 Airport Pavement Maintenance.

#### Item Summary

On June 8, 2021, the City Council approved the first reading of the ordinance.

1. Amend CIP 8648, Airport Pavement Maintenance, and increase the appropriation and funding by \$409,690 from \$400,000 to \$809,690. The additional funding will come from the Airport Coronavirus Response Grant Program (ACRGP).

#### Fiscal Impact

Included in Item Summary

#### Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer  
Cheryl Brock, Director of Financial Planning & Analysis

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### Attachments

Ordinance

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE FY 2020-21 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE AIRPORT CAPITAL FUND TO APPROPRIATE ADDITIONAL FUNDING FOR THE CAPITAL IMPROVEMENT PROJECT 8648 AIRPORT PAVEMENT MAINTENANCE; 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

WHEREAS, the City Council deems it advisable to change the FY 2020-21 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 2020-21 (Budget Amendment #30) for municipal purposes, as follows:

- I. Amend CIP 8648, Airport Pavement Maintenance, and increase the appropriation and funding by \$409,690 from \$400,000 to \$809,690. The additional funding will come from the Airport Coronavirus Response Grant Program (ACRGP).

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 \_\_\_\_\_.

\_\_\_\_\_  
DANIEL M. POPE, MAYOR

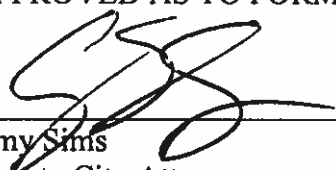
ATTEST:

\_\_\_\_\_  
Rebecca Garza  
City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
D. Blu Kostelich  
Chief Financial Officer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Amy Sims  
Deputy City Attorney





## Regular City Council Meeting

6. 1. 1.

Meeting Date: 06/22/2021

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### Information

#### Agenda Item

**Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Public Works Contract 15877, with Silver Creek Construction, Inc., for the rehabilitation of Airport Taxiway M and Taxiway J at Lubbock Preston Smith International Airport.

#### Item Summary

Silver Creek Construction, Inc. will remove and replace failed concrete panels, and perform concrete spall repair, crack seal, joint seal, and joint beveling on Airport Taxiways M and Taxiway J.

In response to ITB 21-15877-, bids were received from the following contractors.

Company	Amount
Silver Creek Construction, Inc., Ponder, Texas	\$599,700.00
Hensel Phelps Construction Company, Austin, Texas	\$662,254.51

The contract is awarded by the unit price. The total amount of the award is based on expected quantities and actual expenditures may be more or less depending on actual quantities installed. The price per unit will not change.

Airport staff and Airport Advisory Board recommend contract award to the lowest bidder, Silver Creek Construction, Inc. of Ponder, Texas. Time for completion is 100 calendar days.

#### Fiscal Impact

Contract 15877 with Silver Creek Construction is for \$599,700.00 and is funded through Capital Improvement Project 8648 Airport Pavement Maintenance.

#### Staff/Board Recommending

Bill Howerton, Deputy City Manager  
Kelly Campbell, Executive Director of Aviation  
Airport Advisory Board

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### Attachments

Resolution - Silver Creek Construction  
Bid Form  
Budget Detail  
Project Summary

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**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Public Works Contract No. 15877 for the rehabilitation of airport taxiways M and J at Lubbock Preston Smith International Airport (LPSIA), by and between the City of Lubbock and Silver Creek Construction, Inc., of Ponder, Texas, consistent with the terms and conditions attached hereto as Exhibit "A", and related documents. Said terms and conditions are attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

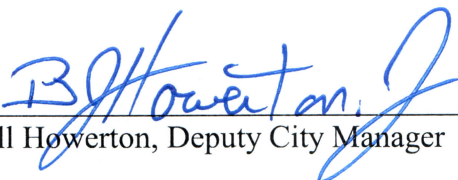
Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
DANIEL M. POPE, MAYOR

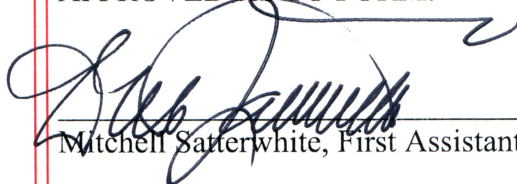
ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mitchell Satterwhite, First Assistant City Attorney



REVISED

**BID SUBMITTAL FORM  
UNIT PRICE BID CONTRACT**

DATE: 5/20/21

PROJECT NUMBER: **ITB 21-15877-CM, Lubbock Preston Smith International Airport, LBB Taxiways M and J Rehabilitation**

Bid of SILVER CREEK CONSTRUCTION, INC. (hereinafter called Bidder)

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

Ladies and Gentlemen:

The Bidder, in compliance with your Invitation to Bid for the construction of the referenced project, having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below.

The bidder binds himself on acceptance of his bid to execute a contract and any required bonds, according to the accompanying forms, for performing and completing the said work within the time stated and for the prices stated below.

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
<b>BASE BID - TAXIWAY J</b>					
1	Item C-100, Contractor Quality Control Program (CQCP)	LS	1	\$ 15,000	\$ 15,000
2	Item C-102, Temporary Air and Water Pollution, Soil Erosion and Siltation Control (including BMPs)	LS	1	\$ 5,000	\$ 5,000
3	Item C-105, Mobilization (8% Max)	LS	1	\$ 20,000	\$ 20,000
4	Item P-101-5.1, Pavement Removal and disposal off site	SY	300	\$ 150	\$ 45,000
5	Item P-101-5.3, Concrete Pavement Spall Repair, including material and regardless of spall depth	SF	40	\$ 350	\$ 14,000
6	Item P-501-8.1, Portland Cement Concrete Pavement (12- to 14-inch thickness), including reinforcement where applicable	SY	300	\$ 321	\$ 98,100
7	Item P-605-5.2, Sealing Cracks in Existing Concrete Pavement	LF	960	\$ 20	\$ 19,200
8	Item T-901-5.1, Seeding	AC	1	\$ 1,500	\$ 1,500
9	Item MC, Construction Safety and Phasing	LS	1	\$ 15,000	\$ 15,000
<b>BASE BID SUBTOTAL</b>					<b>\$ 242,400</b>
<b>ADDITIVE ALTERNATE 1 - TAXIWAY M</b>					
A1-1	Item C-100, Contractor Quality Control Program (CQCP)	LS	1	\$ 10,000	\$ 10,000
A1-2	Item C-102, Temporary Air and Water Pollution, Soil Erosion and Siltation Control (including BMPs)	LS	1	\$ 5,000	\$ 5,000
A1-3	Item C-105, Mobilization (8% Max)	LS	1	\$ 12,000	\$ 12,000
A1-4	Item P-101-5.1, Pavement Removal and disposal off site	SY	400	\$ 150	\$ 60,000



# REVISED

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
A1-5	Item P-101-5.3, Concrete Spall Repair, including material and regardless of spall depth	SF	30	\$ 350	\$ 10,500
A1-6	Item P-501-8.1, Portland Cement Concrete Pavement (12- to 14-inch thickness), including reinforcement where applicable	SY	400	\$ 327	\$ 130,800
A1-7	Item P-605-5.2, Sealing Cracks in Existing Concrete Pavement	LF	800 <del>640</del>	\$ 30	\$ <del>19,200</del> \$24,000
A1-8	Item MC, Construction Safety and Phasing	LS	1	\$ 15,000	\$ 15,000
ADDITIVE ALTERNATE 1 SUBTOTAL					\$ 182,500
ADDITIVE ALTERNATE 2 – TAXIWAY M SPALL REPAIR SOUTH OF TAXIWAY F					
A2-1	Item C-105, Mobilization (8% max)	LS	1	\$ 5,000	\$ 5,000
A2-2	Item P-101-5.3, Concrete Spall Repair, including material and regardless of spall depth	SF	180	\$ 350	\$ 63,000
A2-3	Item MC, Construction Safety and Phasing	LS	1	\$ 2,000	\$ 2,000
ADDITIVE ALTERNATE 2 SUBTOTAL					\$ 70,000
BASE BID + ADDITIVE ALTERNATE 1 + ADDITIVE ALTERNATE 2 TOTAL					\$ <del>514,900</del> \$599,700

## PROPOSED CONSTRUCTION TIME:

Contractor proposed CONSTRUCTION TIME (calendar days) for completion:

PHASE	CALENDAR DAYS
Phase 1:	45
Phase 2:	45
Total Days to Substantial Completion:	90
Final Completion:	10
<b>Total Calendar Days:</b>	<b>100</b>

The Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to and to complete Project as summarized and stipulated in Specifications and other Contract Documents.

Bidder hereby further agrees to pay to Owner as liquidated damages for each consecutive calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement, the following sum of allowed construction time with liquidated damages:



## REVISED

Schedule	Liquidated Damages Cost	Allowed Construction Time
<b>BASE BID</b>		
Phase 1	\$ 1,860	45
Phase 2*	\$ 1,860	45
Substantial Completion	NA	90
Final Completion	\$ 1,860	10

\*Includes Additive Alternates 1 and 2


Bidder understands and agrees that this bid submittal shall be completed and submitted in accordance with instruction number 28 of the General Instructions to Bidders.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of **90** calendar days after the scheduled closing time for receiving bids.

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

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

  
Bidder's Initials



REVISED

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

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

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

(Seal if Bidder is a Corporation)

ATTEST:

Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 8/15/21  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_

Date: 8/20/21

Authorized Signature

(Printed or Typed Name)

Company

Address

City

County

State

Zip Code

Telephone: 940-479-2970

Fax: 940-479-2971

FEDERAL TAX ID or SOCIAL SECURITY No.

EMAIL: WARD@sccei1992.com

M/WBE Firm:

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



**City of Lubbock, TX  
Capital Project  
Project Cost Detail  
June 22, 2021**

Capital Project Number:	8648
Capital Project Name:	Airport Pavement Maintenance

	<u><b>Budget</b></u>
<i>Encumbered/Expended</i>	
Parkhill (Design services)	\$ 49,600
<i>Agenda Item June 22, 2021</i>	
Parkhill (construction administration)	103,000
Silver Creek	599,700
<i><b>Encumbered/Expended To Date</b></i>	<u><u>752,300</u></u>
<i>Estimated Costs for Remaining Appropriation</i>	
Bid Costs	1,000
Contingency (10% construction contract)	56,390
<i><b>Remaining Appropriation</b></i>	<u><u>57,390</u></u>
<b>Total Appropriation</b>	<u><u>\$ 809,690</u></u>





## **Purchasing and Contract Management**

### **Project Summary**

#### **ITB 21-15877-CM**

#### **Lubbock Preston Smith International Airport Taxiways M and J Rehabilitation**

Notice was published in the Lubbock Avalanche Journal on May 5 & May 12, 2021.

Notice was published on the Purchasing Web Site under Bid Opportunities.

Notice was published on gobonfire.com from May 5, 2021 to May 20, 2021.

37 vendors downloaded the documents.

10 vendors were contacted separately.

2 vendors submitted a bid.



## Regular City Council Meeting

6. 1. 2.

Meeting Date: 06/22/2021

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### Information

#### Agenda Item

**Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Amendment No. 3 to Contract 15310, with Parkhill, for Professional Services, Construction Administration, Resident Project Representative (RPR) Services, Closeout Phase Assistance, and Construction Materials Testing for Lubbock Preston Smith International Airport Taxiway M and Taxiway J Pavement Rehabilitation.

#### Item Summary

Amendment No. 3 is for Construction Administration Services for Lubbock Preston Smith International Airport Taxiway M and Taxiway J Pavement Rehabilitation. Amendment No. 3 services are as follows:

Service	Amount
Task 5CON Hourly Rate Fee for Construction Phase Services	\$36,200
Task 6RPR Hourly Rate Fee for RPR Services	\$47,500
Task 7CLO Lump Sum Fee for Closeout Phase Services	\$5,100
Task 9SSC Reimbursable Services for Construction	\$14,200
Total Amendment No. 3	\$103,000

Airport staff and Airport Advisory Board recommend Amendment No. 3, with Parkhill of Lubbock, Texas.

#### Fiscal Impact

Amendment No. 3 with Parkhill is for \$103,000, and is funded through Capital Improvement Project 8648 Airport Pavement Maintenance.

#### Staff/Board Recommending

Bill Howerton, Deputy City Manager  
Kelly Campbell, Executive Director of Aviation  
Airport Advisory Board

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### Attachments

Resolution - Parkhill  
Amendment 3 - Parkhill (c)  
Budget Detail

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**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 3 to Contract No. 15310 dated May 12, 2020, for construction administration and resident project representative services, and closeout phase assistance and construction materials testing in connection with Taxiway M and Taxiway J pavement rehabilitation at the Lubbock Preston Smith International Airport, by and between the City of Lubbock and Parkhill Inc., of Lubbock, Texas, and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.


Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
DANIEL M. POPE, MAYOR

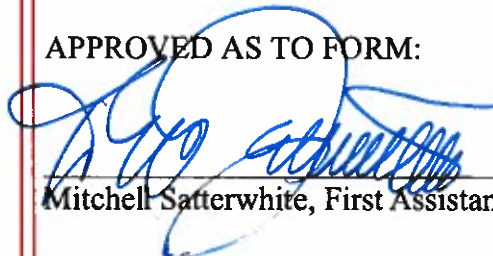
ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Kelly Campbell, A.A.E.  
Director of Aviation

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mitchell Satterwhite, First Assistant City Attorney



May 24, 2021  
IN TRIPLICATE

Ms. Kelly Campbell, A.A.E., Director of Aviation  
Lubbock Preston Smith International Airport  
Administration Office, 2nd Floor  
5401 North Martin Luther King, Jr. Blvd., Unit 389  
Lubbock Texas 79403

Re: Amendment No. 3 to Agreement for Professional Services, Construction Administration, Resident Project Representative (RPR) Services, Closeout Phase Assistance, and Construction Materials Testing for LBB Taxiways M and J Pavement Rehabilitation

Dear Ms. Campbell:

As requested, we prepared Amendment No. 3 for Construction Administration, RPR services, Closeout Phase assistance, and Subconsultant services for Construction Materials Testing on the LBB Taxiways M and J Pavement Rehabilitation Project, specifically for Taxiway M (from Taxiway J to Taxiway F) and Taxiway J (from Taxiway M to Taxiway R). Alternate 2 will also include oversight of concrete spall repair on Taxiway M south of Taxiway R. Please refer to attached detailed fee sheets for an itemization of the scope of services.

Parkhill understands the Project scope to include:

1. Parkhill to provide Construction Administration Services as detailed on attached fee sheet. These services reflect 100 calendar days to final Project completion. Services are proposed on an hourly rate basis.
2. Parkhill to provide RPR services as detailed on attached fee sheet. RPR time reflects part-time over 100 calendar days to final completion and proposed on an hourly rate basis. Unused fee will not be invoiced.
3. Parkhill will provide Closeout Phase services as detailed on attached fee sheet. These services include record drawings only. A formal Project Final Report will not be prepared or submitted to FAA. FAA post-construction AGIS services are also excluded from the Parkhill scope. Services are proposed on a lump sum basis.
4. Parkhill services include construction materials testing by partner firm, Pavetex Engineering, LLC. Anticipated testing is as detailed in attached proposal. Construction materials testing is proposed on a reimbursable basis and unused testing budget will not be invoiced.

Proposed Amendment 3 services are summarized as follows:

Task 5CON	Hourly Rate Fee for Construction Phase Services (Parkhill)	\$ 36,200.00
Task 6RPR	Hourly Rate Fee for RPR Services (Parkhill)	\$ 47,500.00
Task 7CLO	Lump Sum Fee for Closeout Phase Services (Parkhill)	\$ 5,100.00
Task 8SSC	Reimbursable Services for Construction (Pavetex)	\$ 14,200.00
<b>TOTAL AMENDMENT NO. 3</b>		<b>\$ 103,000.00</b>

We propose to modify the agreement (Contract No. 15310) between the City of Lubbock and Parkhill dated May 12, 2020 and provide approved Task 7 services under provisions of Exhibit B - Payments to the Engineer, Paragraph B4.01 (Lump Sum Method) of the Contract as well as Tasks 5, 6, and 9 services under provisions of Exhibit B - Payments to Engineer, Paragraph B4.01 (Hourly Rate Method) of Contract. Any necessary additional services will be provided according to Exhibit B - Payments to the Engineer, Paragraph B4.02. Compensation for Tasks 5, 6, 7, and 9 services shall not exceed the total noted without Owner's written approval.

If the terms of this amendment are agreeable, please sign and return one copy of this amendment to our office. We will take receipt of this signed letter as our notice to proceed with these services. We look forward to working with you in completing this Project. For anything further, please contact me at [mhaberer@parkhill.com](mailto:mhaberer@parkhill.com) or 806.473.3800.

Sincerely,

PARKHILL

By

  
Mark D. Haberer, PE, CM  
Director of Aviation

Accepted by:

CITY OF LUBBOCK

By

  
Daniel M. Pope, Mayor

Approved as to Content:

By

  
Kelly Campbell, A.A.E.  
Executive Director of Aviation

Approved as to Form:

By

  
Mitch Satterwhite  
First Assistant City Attorney

MDH/am/dg  
Enclosures

\\Data1\Projects\2019\2717.1000\_ADMIN00\_CONTR00\_FEE\Construction\KCampbell-TWY\_M&J-ContractAmendment3\_2021.05.24.doc

Cc: Marta Alvarez, Director of Purchasing/Contract Management  
Mitch Satterwhite, First Assistant City Attorney



## Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: May 20, 2021

Prepared By: AJM  
Principal: MDH  
Project Manager: MDH

Project Name: LBB Taxiways M and J Rehab  
Project Number: 1271719.00  
Task/Discipline: SCON  
Projected Start Date: -

Fee (Revenue) Type: Hourly Rate  
Markup on Direct Expenses: 15.00%  
Markup on Reimbursables: 15.00%

### Fee Costs Summary

(Profit and Markup Included in Total Fee)

Labor Cost: \$35,614  
  
Direct Consultants: \_\_\_\_\_  
  
Direct Expenses: \_\_\_\_\_  
  
Reimbursable Consultants: \_\_\_\_\_  
  
Reimbursable Expenses: \$490  
  
Total Fee: \$36,177

### Fee Summary

(OH and Profit in Labor, Markup included in Directs and Reimbursables)

Labor: \$35,614  
  
Directs: \_\_\_\_\_  
  
Subtotal: \$35,614  
  
Reimburables: \$563  
  
Total Fee: \$36,177

 **\$36,200**

Labor Costs		Project:	L80 Turnways M and J Rehab		Project Number:	1271729		Task/Discipline:	SCON		Current Fee:	\$36,177							
Category	Staff Title - Level	Hourly/Billing Rate	1		2		3		4		5		6		7		8		Total
			Civil/Structural		Civil/Structural		Support												
			PL VII - Sector Director CV-STR		PL II - Chd Engineer CV-STR		SS III - Project Assistant												
			\$295.00		\$144.00		\$106.00												
Resource (Employee Name) (Blank if not known)			MDH		LJP		DAG												
Task/Description	Subtask/Phase	Trips	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
CONSTRUCTION PHASE (100 Calendar Days to Final Completion)																			
Construction																			
Project Management																			
Coordinate Contracts and Subcontracts				3			4											4	
Monthly Billing and Project Administration (4 months)				4				4										4	
Review Contractor DBE Monthly Reporting								4										4	
Coordinate baseline surveys and benchmark						1												1	
Review Submittals				2		4		4										10	
Respond to RFIs				2		5		3										8	
Prepare Change Order (assume 1)				2		2		2										6	
Review/Prepare Contractor Pay Request				2		4		4										8	
Review Contractor Schedule				1		2												3	
Routine coordination with RPI (100 calendar days)				12														12	
Routine coordination with Owner (100 calendar days)				12														12	
Routine coordination with Contractor (100 calendar days)				12														12	
Review B-File QA/QC Test Reports				1		2		8										11	
Prepare and Submit Weekly FAA Report (Not included in scope)																		0	
Prepare Quarterly FAA Report and Deliver Test Report (Not included in scope)																		0	
Site Visits (1 per 2 weeks @ 2hrs/visit)			12		12													12	
Site Visit Notes and Comments				6														6	
Attend Final Walk-Through Inspection																		0	
Inspection and Preparation of Punchlist				2				2										4	
Travel (1hr roundtrip)			2		0.5													2.5	
Warranty Inspection				2														2	
Meetings																			
Attend Preconstruction Conference																		0	
Meeting Preparation				1		1		2										4	
Meeting Travel (virtual)			1		0.5													1.5	
Meeting Attendance				2														2	
Meeting Minutes (Prepare and Issue)				0.5				1										1.5	
Conduct Meeting With Airport Users and Contractor																		0	
Meeting Preparation				1		1		2										4	
Meeting Travel (1hr roundtrip)																		0	
Meeting Attendance				1		1												2	
Meeting Minutes (Prepare and Issue)				0.5		0.5		1										2	
Attend Progress Meeting (assume 4)																		0	
Meeting Preparation				2				4										6	
Meeting Attendance				2		2		2										6	
Meeting Minutes (Prepare and Issue)				2		2		4										8	
Hours																			
Salary																			
Vrip Count:			15		81		29.5		51									167.5	
					\$25,560		\$4,248		\$5,408									\$35,216	

Reimbursable Expenses		Project: LBB Taxiways M and J Rehab		Project No: 1271719		Task: 5CON		Current Fee: \$36,177	
Expenses NOT included in lump sum fee. These are billed to client, including markup, if allowed.									
Reimbursable Consultant Costs									Amount
511 Structural Consultants									
512 Mech/Elec Consultant									
513 Environ/Civil Consultant									
514 Architectural Consultant									
515 Testing Consultant (Geotech, CMT, TAB, etc.)									
516 Surveying Consultant									
517 Interior Design Consultant									
518 Other Consultant - Kitchen / Food Consultants									
518 Other Consultant - Acoustical Consultant									
518 Other Consultant - AV / IT Consultant									
518 Other Consultant									
Total Reimbursable Consultants									
Reimbursable Expenses									
521 Travel									
Motel	Days @		Men @	/Man-day	=				
Air Travel	Air Fare @		Men @	/Man	=				
Parking	Days @		/Day		=				
Car Rental	Days @		/Day		=				
Mileage	32 Miles @	\$0.560	@	15 Trips	=	\$268.80			
Subtotal								\$269	
522 Reproductions									
Blackline / Color Plots									
34" x 22"			\$2.50 /Sht @	Sets =					
36" x 24"			\$2.75 /Sht @	Sets =					
42" x 30	Shts @	\$3.25 /Sht @	Sets =						
Other	sf @	\$0.55 /sf @	Sets =						
Mounting Foam Board	Boards @	\$10.00 /ea @							
Printing:									
Set Up Fee		Originals @	\$0.15 /Sht @	Submittals =					
8-1/2" x 11" B&W	250	Originals @	\$0.09 /Sht @	1 Sets =	\$22.50				
8-1/2" x 11" Color	100	Originals @	\$0.55 /Sht @	1 Sets =	\$55.00				
11" x 17" B&W	50	Originals @	\$0.18 /Sht @	1 Sets =	\$9.00				
11" x 17" Color	25	Originals @	\$1.05 /Sht @	1 Sets =	\$26.25				
Binding Cost		Sets @	\$2.00 /Set						
Laminating		Shts @	\$2.00 /Sht						
Scan to file									
Burn to CD/DVD		CD/DVD @	\$13.50 /each	=					
Scan Specs		Originals @	\$0.15 /Sht	=					
Scan Drawings		Originals @	\$1.50 /Sht	=					
Subtotal								\$113	
523 Models/Renderings/Photos									
			Shots @	/Shot					
524 Telephone 50 Calls @ \$2.00 /Call 5									\$100
525 Meals									
			Men @	/Man-day					
526 Field Supplies									
528 Postage 4 Mailings @ \$2.00 /Mailing (Standard)									
528 Postage Mailings @ \$25.00 /Mailing (Overnight)									\$8
530 Misc Reimbursable Exp									
532 Temporary Personnel									
534 Office Supplies									
535 CADD									
536 Field Equip Rental									
537 Interior Design Items									
539 License & Regulation Fee									
543 NM Gross Receipt Tax									
547 Computer Supplies									
Total Reimbursable Expenses									\$490





## Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: May 20, 2021

Prepared By: AJM  
Principal: MDH  
Project Manager: MDH

Project Name: LBB Taxiways M and J Rehab  
Project Number: 1271719.00  
Task/Discipline: GRPR  
Projected Start Date: -

Fee (Revenue) Type: Hourly Rate  
Markup on Direct Expenses: 15.00%  
Markup on Reimbursables: 15.00%

### Fee Costs Summary

(Profit and Markup Included in Total Fee)

Labor Cost: \$45,360  
  
Direct Consultants: \_\_\_\_\_  
  
Direct Expenses: \_\_\_\_\_  
  
Reimbursable Consultants: \_\_\_\_\_  
  
Reimbursable Expenses: \$1,792  
  
Total Fee: \$47,421

### Fee Summary

(OH and Profit in Labor, Markup included in Directs and Reimbursables)

Labor: \$45,360  
  
Directs: \_\_\_\_\_  
  
Subtotal: \$45,360  
  
Reimburables: \$2,061  
  
Total Fee: \$47,421

 **\$47,500**

Labor Costs		Project: 180 Turnways M and J Rehab		Project Number: 1271719		Task/Discipline: GPR		Current Fee: \$47,421		
Category		1	2	3	4	5	6	7	8	
Staff Title - Level		Civil/Structural								
Hourly/Billing Rate		P.E. Civil Engineer CV-STR								
Resource Employed Name (fill in each row)		\$144.00								
Task/Category	Subtask/Phase	Days	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total
PRE CONSTRUCTION PHASE										
Project preparation/review plans & specs			2							2
Attend Reconstructions Conference										
Meeting Preparation			0.5							1
Meeting Travel										1
Meeting Attendance			1							1
Construction Phases 1 & 2 - 14 weeks @ 20 hours/week			85	280						280
Labor Subtotal			Hours	283.5						283.5
Salary				\$45,360						\$45,360

Reimbursable Expenses		Project: LBB Taxiways M and J Rehab		Project No: 1271719		Task: 6RPR		Current Fee: \$47,421	
Expenses NOT included in lump sum fee. These are billed to client, including markup, if allowed.									
									Amount
<b>Reimbursable Consultant Costs</b>									
511 Structural Consultant									
512 Mech/Elec Consultant									
513 AJM									
514 Architectural Consultant									
515 Testing Consultant (Geotech, CMT, TAB, etc.)									
516 Surveying Consultant									
517 LBB Taxiways M and J Rehab									
518 1271719									
518 Other Consultant - Acoustical Consultant									
518 Other Consultant - AV/ IT Consultant									
518 Other Consultant									
<b>Total Reimbursable Consultants</b>									
<b>Reimbursable Expenses</b>									
521 Travel									
Motel	Days @	Men @	/Man-day	=					
Air Travel	Air Fare @	Men @	/Man	=					
Parking	Days @	/Day		=					
Car Rental	Days @	/Day		=					
Mileage	40 Miles @	\$0.560 @	80 Trips	=	\$1,792.00				
<b>Subtotal</b>									<b>\$1,792</b>
522 Reproductions									
Blackline / Color Plots									
34" x 22"	Shts @	\$2.50 /Sht @	Sets =						
36" x 24"	Shts @	\$2.75 /Sht @	Sets =						
42" x 30	Shts @	\$3.25 /Sht @	Sets =						
Other	sf @	\$0.55 /sf @	Sets =						
Mounting Foam Board	Boards @	\$10.00 /ea @							
Printing:									
Set Up Fee	Originals @	\$0.15 /Sht @	Submittals =						
8-1/2" x 11" B&W	Originals @	\$0.09 /Sht @	Sets =						
8-1/2" x 11" Color	Originals @	\$0.55 /Sht @	Sets =						
11" x 17" B&W	Originals @	\$0.18 /Sht @	Sets =						
11" x 17" Color	Originals @	\$1.05 /Sht @	Sets =						
Binding Cost	Sets @	\$2.00 /Set	=						
Laminating	Shts @	\$2.00 /Sht	=						
Scan to file									
Burn to CD/DVD	CD/DVD @	\$13.50 /each	=						
Scan Specs	Originals @	\$0.15 /Sht	=						
Scan Drawings	Originals @	\$1.50 /Sht	=						
<b>Subtotal</b>									
523 Models/Renderings/Photos									
	Shots @	/Shot							
524 Telephone									
	Calls @	/Call							
525 Meals									
	Days @	Men @	/Man-day						
526 Field Supplies									
528 Postage									
	Mailings @	/Mailing (Standard)							
	Mailings @	/Mailing (Overnight)							
530 Misc Reimbursable Exp									
532 Temporary Personnel									
534 Office Supplies									
535 CADD									
536 Field Equip Rental									
537 Interior Design Items									
539 License & Regulation Fee									
543 NM Gross Receipt Tax									
547 Computer Supplies									
<b>Total Reimbursable Expenses</b>									<b>\$1,792</b>



## Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: May 20, 2021

Prepared By: AJM  
Principal: MDH  
Project Manager: MDH

Project Name: LBB Taxiways M and J Rehab  
Project Number: 1271719.00  
Task/Discipline: 7CLO  
Projected Start Date: -

Fee (Revenue) Type: Lump Sum  
Markup on Direct Expenses: 15.00%  
Markup on Reimbursables: 15.00%

### Fee Costs Summary

(Profit and Markup Included in Total Fee)

Labor Cost: \$5,043  
  
Direct Consultants: \_\_\_\_\_  
  
Direct Expenses: \$86  
  
Reimburable Consultants: \_\_\_\_\_  
  
Reimbursable Expenses: \_\_\_\_\_  
  
Total Fee: \$5,142

### Fee Summary

(OH and Profit in Labor, Markup Included in Directs and Reimbursables)

Labor: \$5,043  
  
Directs: \$99  
  
Subtotal: \$5,142  
  
Reimburables: \_\_\_\_\_  
  
Total Fee: \$5,142

 \$5,100

Labor Costs			Project: IBS Turnways M and J Rehab		Project Number: 3271719		Task/Study Area: 7CLO		Current Fee: \$5,842		
Category	Staff Title - Level	Hourly/Billing Rate	1	2	3	4	5	6	7	8	Total
			Civil/Structural	Civil/Structural	Support						
			PL VII - Sector Director CV-STR	PL II - Structural Engineer CV-STR	SS III - Project Assistant						
			\$795.00	\$144.00	\$186.00						
Resources (person)	Name (if not listed)		MDH	ILP	D&G						
Task/Description	Subtask/Phase	Trips	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
PROJECT CLOSURE PHASE											
Coordinate as-built survey (by Contractor)				3							3
Prepare CCC and Affidavit of Bill Paid			0.5		2						2.5
Review and prepare final quantity take-up change order			0.5	3	2						5
Review red lines and prepare record drawings			1	4	1						6
Compile QA test data and prepare summary (Not included)											
Prepare and deliver Project Final Report (Not included)											
Coordinate FAA AGIS project (post-construction AGIS only including field work and data collection) (Not included)											
Update Part 130 signage and marking plan (Not included)											
Update 5010 data (Not included)											
Update airport chart/diagram (Not included)											
Update/Revise ALP layout drawing (Not included)											
PCIs calculation (Not included)											
Perform Warranty inspection											
Travel to Project Site	1		0.5	0.5							1
Warranty inspection			3	2							5
Oversee repairs			1	4							5
Coordinate/Document warranty work			1	1	2						4
Labor Subtotal	Hours	Trips Count	3	7.5	14.5	7					29
	Salary			\$2,313	\$2,088	\$742					\$5,143

Direct Expenses		Project: LBB Taxiways M and J Rehab Project No: 1271719		Task: 7CLO	Current Fee: \$5,142
Expenses included in lump sum fee. Not billed to client.					
					Amount
Direct Consultant Costs					
611 5/20/2021					
612 Mech/Elec Consultant					
613 AJM					
614 Architectural Consultant					
615 Testing Consultant (Geotech, CMT, TAB, etc.)					
616 Surveying Consultant					
617 Interior Design Consultant					
618 Other Consultant - Kitchen / Food Consultant					
618 Other Consultant - Acoustical Consultant					
618 Other Consultant - AV/ IT Consultant					
618 Other Consultant					
Total Direct Consultants					
Direct Expense Costs					
621 Travel					
Motel	Days @	Men @	/Man-day	=	
Air Travel	Air Fare @	Men @	/Man	=	
Parking	Days @	/Day		=	
Car Rental	Days @	/Day		=	
Mileage	30 Miles @	\$0.585 @	1 Trips	=	\$17.55
Subtotal					\$18
622 Reproductions					
Blackline Prints					
34" x 22"		Shts @	\$2.50 /Sht @	Sets =	
36" x 24"		Shts @	\$2.75 /Sht @	Sets =	
42" x 30		Shts @	\$3.25 /Sht @	Sets =	
Other		sf @	\$0.55 /sf @	Sets =	
Mounting Foam Board		Boards @	\$10.00 /ea @		
Printing:					
Set Up Fee		Originals @	\$0.15 /Sht @	Submittals =	
8-1/2" x 11" B&W	50	Originals @	\$0.09 /Sht @	1 Sets =	\$4.50
8-1/2" x 11" Color	50	Originals @	\$0.55 /Sht @	1 Sets =	\$27.50
11" x 17" B&W	24	Originals @	\$0.18 /Sht @	1 Sets =	\$4.32
11" x 17" Color	25	Originals @	\$1.05 /Sht @	1 Sets =	\$26.25
Binding Cost		Sets @	\$2.00 /Set	=	
Laminating		Shts @	\$2.00 /Sht	=	
Scan to file					
Burn to CD/DVD		CD/DVD @	\$13.50 /each	=	
Scan Specs		Originals @	\$0.15 /Sht	=	
Scan Drawings		Originals @	\$1.50 /Sht	=	
Subtotal					\$63
623 Models/Renderings/Photos					
		Shots @	/Shot		
624 Telephone	2 Calls @	\$2.00 /Call			\$4
625 Meals	Days @	Men @	/Man-day		
626 Field Supplies					
628 Postage	1 Mailings @	\$2.00 /Mailing	(Standard)		\$2
628 Postage	Mailings @	/Mailing	(Overnight)		
629 Publications					
630 Misc Reimbursable Exp					
632 Temporary Personnel					
634 Office Supplies					
635 CADD					
636 Field Equip Rental					
639 License & Regulation Fee					
643 NM Gross Receipt Tax					
647 Computer Supplies					
Total Direct Expenses					\$86



## Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: May 20, 2021

Prepared By: AJM  
Principal: MDH  
Project Manager: MDH

Project Name: LBB Taxiways M and J Rehab  
Project Number: 1271719.00  
Task/Discipline: 9SSC  
Projected Start Date: -

Fee (Revenue) Type: Hourly Rate  
Markup on Direct Expenses: 15.00%  
Markup on Reimbursables: 15.00%

### Fee Costs Summary

(Profit and Markup Included in Total Fee)

Labor Cost: \_\_\_\_\_  
Direct Consultants: \_\_\_\_\_  
Direct Expenses: \_\_\_\_\_  
Reimburable Consultants: \$12,356  
Reimbursable Expenses: \_\_\_\_\_  
Total Fee: \$14,209

### Fee Summary

(OH and Profit in Labor, Markup included in Directs and Reimbursables)

Labor: \_\_\_\_\_  
Directs: \_\_\_\_\_  
Subtotal: \_\_\_\_\_  
Reimburables: \$14,209  
Total Fee: \$14,209

 \$14,200

Reimbursable Expenses		Project: LBB Taxiways M and J Rehab		Project No: 1271719		Task: 9SSC		Current Fee: \$14,209	
Expenses NOT included in lump sum fee. These are billed to client, including markup, if allowed.									
									Amount
<b>Reimbursable Consultant Costs</b>									
511 Structural Consultant									
512 Mech/Elec Consultant									
513 Environ/Civil Consultant									
514 Architectural Consultant									
515 Testing Consultant (Geotech, CMT, TAB, etc.)									
516 Surveying Consultant									
517 Interior Design Consultant									
518 Other Consultant - Kitchen / Food Consultant									
518 Other Consultant - Acoustical Consultant									
518 Other Consultant - AV/ IT Consultant									
518 Other Consultant									
<b>Total Reimbursable Consultants</b>									<b>\$12,356</b>
<b>Reimbursable Expenses</b>									
521 Travel									
Motel	Days @	Men @	/Man-day	=					
Air Travel	Air Fare @	Men @	/Man	=					
Parking	Days @	/Day	=						
Car Rental	Days @	/Day	=						
Mileage	Miles @	\$0.545 @	Trips	=					
									Subtotal
522 Reproductions									
Blackline / Color Plots									
34" x 22"	Shts @	\$2.50 /Sht @	Sets =						
36" x 24"	Shts @	\$2.75 /Sht @	Sets =						
42" x 30	Shts @	\$3.25 /Sht @	Sets =						
Other	sf @	\$0.55 /sf @	Sets =						
Mounting Foam Board	Boards @	\$10.00 /ea @							
Printing:									
Set Up Fee	Originals @	\$0.15 /Sht @	Submittals =						
8-1/2" x 11" B&W	Originals @	\$0.09 /Sht @	Sets =						
8-1/2" x 11" Color	Originals @	\$0.55 /Sht @	Sets =						
11" x 17" B&W	Originals @	\$0.18 /Sht @	Sets =						
11" x 17" Color	Originals @	\$1.05 /Sht @	Sets =						
Binding Cost	Sets @	\$2.00 /Set	=						
Laminating	Shts @	\$2.00 /Sht	=						
Scan to file									
Burn to CD/DVD	CD/DVD @	\$13.50 /each	=						
Scan Specs	Originals @	\$0.15 /Sht	=						
Scan Drawings	Originals @	\$1.50 /Sht	=						
									Subtotal
523 Models/Renderings/Photos									
	Shots @	/Shot							
524 Telephone									
	Calls @	/Call							
525 Meals									
	Days @	Men @	/Man-day						
526 Field Supplies									
528 Postage									
	Mallings @	/Mailing (Standard)							
	Mallings @	/Mailing (Overnight)							
530 Misc Reimbursable Exp									
532 Temporary Personnel									
534 Office Supplies									
535 CADD									
536 Field Equip Rental									
537 Interior Design Items									
539 License & Regulation Fee									
543 NM Gross Receipt Tax									
547 Computer Supplies									
<b>Total Reimbursable Expenses</b>									





**May 21, 2021**

**Adam Multer**  
amulter@parkhill.com

**Parkhill**  
4222 85<sup>th</sup> Street  
Lubbock, Texas 79423

**Re: LPSIA Taxiways M and J Rehabilitation**  
Lubbock, Texas

Dear Mr. Multer:

We greatly appreciate the opportunity to provide you with a fee proposal for the subject project. Please note that all testing will be billed on an as-needed basis according to the fees shown.

We look forward to working with you on this project. If you have any questions or need any additional information, please feel free to contact me.

Respectfully submitted,

**Atlas Technical Consultants, LLC**

A handwritten signature in black ink, appearing to read "Cole T. Hutson".

**Cole Hutson, P.E.**

**General Manager**

**April 9, 2021**

**Construction Materials Testing  
Fee Schedule**

**Atlas Technical Consultants**  
12804 County Road 2500  
Lubbock TX 79404  
Office (806) 771-7283  
Fax (806) 771-7062



**Date: May 21, 2021**

<b>Laboratory Tests</b>			
<b>Aggregates</b>	<b>Fee</b>	<b>Qty.</b>	<b>Extension</b>
Dry Gradation	\$ 60.00	2	\$ 120.00
Washed Gradation	\$ 75.00	1	\$ 75.00
Magnesium Soundness	\$ 350.00	3	\$ 1,050.00
L.A. Abrasion	\$ 325.00	2	\$ 650.00
Flat and Elongated	\$ 100.00	2	\$ 200.00
Decant	\$ 75.00	2	\$ 150.00
Deleterious	\$ 200.00	3	\$ 600.00
Fineness Modulus	\$ 70.00	1	\$ 70.00
Sand Equivalent	\$ 125.00	1	\$ 125.00
<b>Field Testing*</b>			
Slump	\$ 25.00	18	\$ 450.00
Entrained Air	\$ 35.00	18	\$ 630.00
Temperature	\$ 5.00	18	\$ 90.00
Fresh Concrete Unit Weight	\$ 35.00	18	\$ 630.00
Making Beams (ea) (4 min) incld breaks	\$ 60.00	36	\$ 2,160.00
<b>Technician / Engineering / Administrative</b>			
Technician Hourly (Two hour minimum)	\$ 59.00	40	\$ 2,360.00
Technician Overtime Hourly**	\$ 69.00	40	\$ 2,760.00
Administrative/Clerical (1 hr minimum monthly)	\$ 59.00	4	\$ 236.00
<b>Estimated Total</b>			<b>\$ 12,356.00</b>

\* Field testing is billed in addition to Tech hourly rates

\*\* Hourly rates apply portal to portal, between 8:00 am and 5:00 pm, Monday through Friday. Overtime rates will be applied when services are provided outside of the before mentioned hours.

Client: City of Lubbock, Lubbock Preston Smith International Airport  
 Project: LBB Taxways M and J Pavement Rehabilitation  
 Project Location: Lubbock, Texas  
 Agreement Date: May 24, 2021

Parikh  
 Hourly Rate Schedule  
 January 1, 2021 through December 31, 2021

Classification	Hourly Rate
<b>PROFESSIONAL LEVEL I</b>	
Architect	\$113.00
Civil Engineer	\$117.00
Electrical Engineer	\$120.00
Interior Designer	\$107.00
Landscape Architect	\$107.00
Mechanical Engineer	\$117.00
Structural Engineer	\$112.00
Surveyor	\$85.00
Other Professional	\$105.00
<b>PROFESSIONAL LEVEL II</b>	
Architect	\$122.00
Civil Engineer	\$131.00
Electrical Engineer	\$135.00
Interior Designer	\$113.00
Landscape Architect	\$113.00
Mechanical Engineer	\$135.00
Structural Engineer	\$127.00
Surveyor	\$95.00
Other Professional	\$111.00
<b>PROFESSIONAL LEVEL III</b>	
Architect	\$138.00
Civil Engineer	\$163.00
Electrical Engineer	\$158.00
Interior Designer	\$124.00
Landscape Architect	\$134.00
Mechanical Engineer	\$158.00
Structural Engineer	\$156.00
Surveyor	\$110.00
Other Professional	\$122.00
<b>PROFESSIONAL LEVEL IV</b>	
Architect	\$170.00
Civil Engineer	\$190.00
Electrical Engineer	\$186.00
Interior Designer	\$135.00
Landscape Architect	\$145.00
Mechanical Engineer	\$186.00
Structural Engineer	\$181.00
Surveyor	\$127.00
Other Professional	\$144.00
<b>PROFESSIONAL LEVEL V</b>	
Architect	\$206.00
Civil Engineer	\$229.00
Electrical Engineer	\$227.00
Interior Designer	\$163.00
Landscape Architect	\$176.00
Mechanical Engineer	\$227.00
Structural Engineer	\$219.00
Surveyor	\$150.00
Other Professional	\$160.00

Classification	Hourly Rate
<b>PROFESSIONAL LEVEL VI</b>	
Architect	\$229.00
Civil Engineer	\$247.00
Electrical Engineer	\$257.00
Interior Designer	\$198.00
Landscape Architect	\$213.00
Mechanical Engineer	\$257.00
Structural Engineer	\$236.00
Surveyor	\$180.00
Other Professional	\$194.00
<b>PROFESSIONAL LEVEL VII</b>	
Architect	\$295.00
Civil Engineer	\$295.00
Electrical Engineer	\$295.00
Interior Designer	\$222.00
Landscape Architect	\$295.00
Mechanical Engineer	\$295.00
Structural Engineer	\$295.00
Surveyor	\$200.00
Other Professional	\$295.00
<b>SUPPORT STAFF I</b>	\$55.00
<b>SUPPORT STAFF II</b>	\$65.00
<b>SUPPORT STAFF III</b>	\$90.00
<b>SUPPORT STAFF IV</b>	\$96.00
<b>SUPPORT STAFF V</b>	\$106.00
<b>SUPPORT STAFF VI</b>	\$115.00

**City of Lubbock, TX  
Capital Project  
Project Cost Detail  
June 22, 2021**

Capital Project Number:	8648
Capital Project Name:	Airport Pavement Maintenance

	<u><b>Budget</b></u>
<i>Encumbered/Expended</i>	
Parkhill (Design services)	\$ 49,600
<i>Agenda Item June 22, 2021</i>	
Parkhill (construction administration)	103,000
Silver Creek	599,700
<i><b>Encumbered/Expended To Date</b></i>	<u><u>752,300</u></u>
<i>Estimated Costs for Remaining Appropriation</i>	
Bid Costs	1,000
Contingency (10% construction contract)	56,390
<i><b>Remaining Appropriation</b></i>	<u><u>57,390</u></u>
<b>Total Appropriation</b>	<u><u>\$ 809,690</u></u>



## Regular City Council Meeting

6. 2.

Meeting Date: 06/22/2021

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### Information

#### Agenda Item

**Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2021-O0071, Amendment 31, amending the FY 2020-21 Budget for municipal purposes respecting the Water/Wastewater Operating and Capital Funds to appropriate additional funding for Capital Improvement Project (CIP) 92455 Water Meter Replacements.

#### Item Summary

On June 8, 2021, the City Council approved the first reading of the ordinance.

1. Amend the FY 2020-21 Water/Wastewater Operating Budget by increasing the Transfer to Water Capital by \$510,000 from \$5,340,000 to \$5,850,000. The funding will be cash from Water/Wastewater Fund Balance.
2. Amend CIP 92455, Water Meter Replacements, and increase the appropriation and funding by \$510,000 from \$2,180,000 to \$2,690,000. The additional funding will come from the Water/Wastewater Fund Balance.

#### Fiscal Impact

Included in Item Summary

#### Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer  
Cheryl Brock, Director of Financial Planning & Analysis

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### Attachments

Ordinance

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE FY 2020-21 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE WATER/WASTEWATER OPERATING AND CAPITAL FUNDS TO APPROPRIATE ADDITIONAL FUNDING FOR THE CAPITAL IMPROVEMENT PROJECT 92455 WATER METER REPLACEMENTS; 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

WHEREAS, the City Council deems it advisable to change the FY 2020-21 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 2020-21 (Budget Amendment #31) for municipal purposes, as follows:

- I. Amend the FY 2020-21 Water/Wastewater Operating Budget by increasing the Transfer to Water Capital by \$510,000 from \$5,340,000 to \$5,850,000. The funding will be cash from Water/Wastewater Fund Balance.
- II. Amend CIP 92455, Water Meter Replacements, and increase the appropriation and funding by \$510,000 from \$2,180,000 to \$2,690,000. The additional funding will come from the Water/Wastewater Fund Balance.

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 \_\_\_\_\_.

\_\_\_\_\_  
DANIEL M. POPE, MAYOR

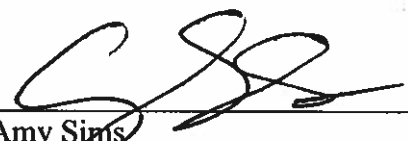
ATTEST:

\_\_\_\_\_  
Rebecca Garza  
City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
D. Blu Kostelich  
Chief Financial Officer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Amy Sims  
Deputy City Attorney



## Regular City Council Meeting

6. 3.

Meeting Date: 06/22/2021

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### Information

#### Agenda Item

**Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2021-O0074, Amendment 32, amending the FY 2020-21 Budget for municipal purposes respecting the General Fund Operating, General Fund Capital, and Information Technology Operating Fund to appropriate additional funding for Capital Improvement Project 8646 Public Safety CAD, Mobile, and RMS Software.

#### Item Summary

On June 8, 2021, the City Council approved the first reading of the ordinance.

1. Amend the FY 2020-21 Police Administration Operating Budget by reducing Professional Services by \$25,000 from \$303,260 to \$278,260.
2. Amend the FY 2020-21 Fire Suppression Operating Budget by reducing Capital Outlay/Reimbursements by \$1,750 from \$281,226 to \$279,476.
3. Amend the FY 2020-21 General Fund Operating Budget by increasing the Transfer to General Fund Capital by \$26,750 from \$15,489,618 to \$15,516,368.
4. Amend the FY 2020-21 Information Technology Operating Fund by reducing Capital Outlay/Reimbursements by \$1,750 from \$620,000 to \$618,250.
5. Amend the FY 2020-21 Information Technology Operating Budget by increasing the Transfer to General Capital by \$1,750 from \$0 to \$1,750.
6. Amend CIP 8646, Public Safety CAD, Mobile, and RMS Software, and increase the appropriation and funding by \$28,500 from \$100,000 to \$128,500. The funding will be cash from the General Fund and Information Technology Operating Fund.

#### Fiscal Impact

Included in Item Summary

#### Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer  
Cheryl Brock, Director of Financial Planning & Analysis

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### Attachments

Ordinance

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE FY 2020-21 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND OPERATING, GENERAL FUND CAPITAL, AND INFORMATION TECHNOLOGY OPERATING FUND TO APPROPRIATE ADDITIONAL FUNDING FOR THE CAPITAL IMPROVEMENT PROJECT 8646 PUBLIC SAFETY CAD, MOBILE, AND RMS SOFTWARE; 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

WHEREAS, the City Council deems it advisable to change the FY 2020-21 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 2020-21 (Budget Amendment #32) for municipal purposes, as follows:

- I. Amend the FY 2020-21 Police Administration Operating Budget by reducing Professional Services by \$25,000 from \$303,260 to \$278,260.
- II. Amend the FY 2020-21 Fire Suppression Operating Budget by reducing Capital Outlay/Reimbursements by \$1,750 from \$281,226 to \$279,476.
- III. Amend the FY 2020-21 General Fund Operating Budget by increasing the Transfer to General Fund Capital by \$26,750 from \$15,489,618 to \$15,516,368.
- IV. Amend the FY 2020-21 Information Technology Operating Fund by reducing Capital Outlay/Reimbursements by \$1,750 from \$620,000 to \$618,250.
- V. Amend the FY 2020-21 Information Technology Operating Budget by increasing the Transfer to General Capital by \$1,750 from \$0 to \$1,750.
- VI. Amend CIP 8646, Public Safety CAD, Mobile, and RMS Software, and increase the appropriation and funding by \$28,500 from \$100,000 to \$128,500. The funding will be cash from the General Fund and Information Technology Operating Fund.

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 \_\_\_\_\_.

\_\_\_\_\_  
DANIEL M. POPE, MAYOR


ATTEST:

\_\_\_\_\_  
Rebecca Garza  
City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
D. Blu Kostelich  
Chief Financial Officer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Amy Sims  
Deputy City Attorney



## Regular City Council Meeting

6. 3. 1.

Meeting Date: 06/22/2021

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### Information

#### Agenda Item

**Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Professional Services Agreement 15963, with Sciens Consulting, LLC, to provide consultant services for a needs assessment, creation of a request for proposal, evaluation, and selection of replacement Public Safety software systems, including Computer Aided Dispatch, Records Management, and Mobile applications.

#### Item Summary

The proposal from Sciens Consulting, LLC, provides consultant services for a needs assessment and selection of a replacement Public Safety software applications environment. The assessment will include Computer Aided Dispatch for Fire and Police, Police Records, Police Mobile, Fire Records Management and Fire Mobile. The cost is not to exceed \$119,825 and the process will begin July 2021 and will be completed by April 2022.

The proposal is made available through the Buy Board Cooperative Purchasing Contract Number 579-19. Texas Local Government Code Chapter 271.083 authorizes local governments to acquire hardware, software and other Information Technology products through the Buy Board Cooperative Purchasing program. Pursuant to Texas Government Code Chapter 791.001, purchases from Buy Board contracts meet competitive bid requirements.

The contract for consultant services will begin July 2021, and be completed in April 2022.

#### Fiscal Impact

The cost is not to exceed \$119,825 and will be charged to Capital Improvement Project 8646- Public Safety, CAD, Mobile, and RMS Software. The term of the contract will be July 2021 through April 2022.

#### Staff/Board Recommending

Brooke Witcher, Assistant City Manager  
James C. Brown, Director of Information Technology

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### Attachments

Sciens LLC Resolution  
Agreement 15963  
Sciens Exhibit A  
Sciens Exhibit B  
Budget Detail

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**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Professional Services Agreement No. 15963 for consultant services for replacement of the City's public safety applications environment, per Purchasing Cooperative BuyBoard Contract 579-19, in accordance with Section 791.001 of the Texas Government Code, by and between the City of Lubbock and Sciens, LLC, of McKinney, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
DANIEL M. POPE, MAYOR

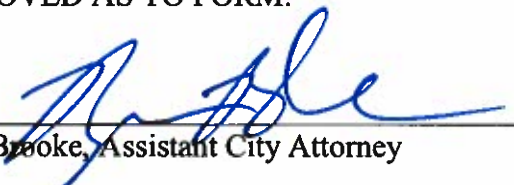
ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Ryan Brooke, Assistant City Attorney

## **PROFESSIONAL SERVICES AGREEMENT**

**STATE OF TEXAS §**

**COUNTY OF LUBBOCK §**

This Professional Service Agreement ("Agreement") Contract No. 15963 is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Sciens LLC (the "Consultant"), a Texas corporation.

### **WITNESSETH**

**WHEREAS**, The City desires to contract with the Consultant to provide consultant services for the replacement of the City's public safety applications environment, (the "Services") and As part of the assessment, the Consultant will exam the application areas: Computer Aided Dispatch, Police Records/Detention Management, Police Mobile, Fire Records Management and Fire Mobile, (the "Activities"); and

**WHEREAS**, the proposal from Sciens, LLC, Contract 579-19 is available through the Texas Association of School Boards Local Government Purchasing Cooperative, known as BuyBoard. The purchasing cooperative is an administrative agency created in accordance with Section 791.001 of the Texas Government Code and used to obtain the benefits and efficiencies that can accrue to members of a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods, and services.

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

**WHEREAS**, the City desires to contract with the Consultant to provide professional services related to the Activities, and Consultant desires to provide the Services related to same.

**NOW THEREFORE**, for and in consideration of the terms, covenants and conditions set forth in this Agreement, the City and the Consultant hereby agree as follows:

## **ARTICLE I. TERM**

The term of this Agreement commences on the Effective Date and continues without interruption for a term of ten (10) months. If the Consultant determines that additional time is required to complete the Services, the Chief of Information, may, but is not obligated to, in his or her discretion, execute an agreement to grant up to an additional two (2) months of time so long as the amount of the consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of the consideration must be approved by the City acting through its governing body.

## **ARTICLE II. SERVICES AND COMPENSATION**

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

B. The Consultant shall receive as consideration to be paid for the performance of the Services, an amount not to exceed \$119,825.00, as set forth in Exhibit "B".

## **ARTICLE III. TERMINATION**

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

B. Termination and Remedies. In the event the Consultant breaches any term and/or provision of this Agreement, the City shall be entitled to exercise any right or remedy available to it by this Agreement, at law, equity, or otherwise, including without limitation, termination of this Agreement and assertion of an action for damages and/or injunctive relief. The exercise of any right or remedy shall not preclude the concurrent or subsequent exercise of any right or remedy and all rights and remedies shall be cumulative.

## **ARTICLE IV. NON - ARBITRATION**

Each Party 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 Agreement, this provision shall control.

## **ARTICLE V. REPRESENTATIONS AND WARRANTIES**

A. Existence. The Consultant is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

B. Corporate Power. The Consultant has the corporate power to enter into and perform this Agreement and all other activities contemplated hereby.

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

D. Consultant. The Consultant maintains a professional staff and employs, as needed, other qualified specialists experienced in providing the Services, and is familiar with all laws, rules, and regulations, both state and federal, including, without limitation the applicable laws, regarding the Activities contemplated hereby.

E. Performance. The Consultant will and shall conduct all activities contemplated by this Agreement in accordance with the standard of care, skill and diligence normally provided by a professional person in performance of similar professional services, and comply with all applicable laws, rules, and regulations, both state and federal, relating to professional services, as contemplated hereby.

F. Use of Copyrighted Material. The Consultant warrants that any materials provided by the Consultant for use by City pursuant to this Agreement shall not contain any proprietary material owned by any other party that is protected under the Copyright Act or any other law, statute, rule, order, regulation, ordinance or contractual obligation relating to the use or reproduction of materials. The Consultant shall be solely responsible for ensuring that any materials provided by the Consultant pursuant to this Agreement satisfy this requirement and the Consultant agrees to indemnify and hold City harmless from all liability or loss caused to City or to which City is exposed on account of the Consultant's failure to perform this duty.

## **ARTICLE VI. SCOPE OF WORK**

The Consultant shall accomplish the following: Professional Services related to the Services, as provided in Exhibit "A", attached hereto and made a part hereof.

## **ARTICLE VII. INDEPENDENT CONTRACTOR STATUS**

The Consultant and the City agree that the Consultant shall perform the duties under this Agreement as an independent contractor and shall be considered as independent contractor under this Agreement and/or in its activities hereunder for all purposes. The Consultant has the sole discretion to determine the manner in which the Services are to be performed. During the performance of the Services under this Agreement, the Consultant and the Consultant's employees and/or sub-consultants, will not be considered, for any purpose, employees or agents of the City within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

## **ARTICLE VIII. INSURANCE**

The Consultant shall procure and carry, at its sole cost and expense through the life of this Agreement, except as otherwise provided herein, insurance protection as hereinafter specified, in form and substance satisfactory to the City, carried with an insurance company authorized to transact business in the state of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein. The Consultant shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or sub-consultant of the Consultant to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability and automobile liability coverage for non-owned and hired vehicles with insurance carriers admitted to do business in the state of Texas. The insurance companies must carry a Best's Rating of A-VII or better. Except for Professional Liability, the policies will be written on an occurrence basis, subject to the following minimum limits of liability:

### **Commercial General Liability:**

Per Occurrence Single Limit: \$1,000,000

General Aggregate Limit: \$2,000,000

### **Professional Liability:**

Combined Single Limit: \$2,000,000

### **Automobile Liability:**

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

### **Employer's Liability:**

Per Occurrence Single Limit: \$1,000,000

### **Worker's Compensation**

Per Occurrence Single Limit: \$500,000



The Consultant shall further cause any approved subcontractor or sub-consultant to procure and carry, during the term of this Agreement, the insurance coverage required of Consultant herein, including without limitation, Professional Liability coverage, protecting the City against losses caused by the professional negligence of the approved subcontractor or sub-consultant. The City shall be listed as a primary and noncontributory additional insured with respect to the Automobile Liability and Commercial General Liability and shall be granted a waiver of subrogation under those policies. The Consultant shall provide a Certificate of Insurance to the City as evidence of coverage.

The Certificate shall provide 30 day's notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy shall be included in the Certificate. The Consultant shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, the Consultant shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Consultant maintains said coverage. The Consultant may maintain Occupational Accident and Disability Insurance in lieu of Worker's Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City. If at any time during the life of the Agreement or any extension hereof, the Consultant fails to maintain the required insurance in full force and effect, the Consultant shall be in breach hereof and all work under the Agreement shall be discontinued immediately.

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

#### **ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS**

The Consultant may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of Consultant under this Agreement, provided that the City approves the retaining of Sub-consultants. The Consultant is at all times responsible to the City to perform the Services as provided in this Agreement and the Consultant is in no event relieved of any obligation under this Agreement upon retainage of any approved Sub-consultant. Any agent and/or Sub-consultant retained and/or employed by the Consultant shall be required by the Consultant to carry, for the protection and benefit of the City and the Consultant and naming said third parties as additional insureds, insurance as described above required to be carried by the Consultant in this Agreement.

The Consultant represents that such services are either under applicable value thresholds or are otherwise exempt from notice and/or bid requirements under Texas Law.

#### **ARTICLE X. CONFIDENTIALITY**

The Consultant shall retain all information received from or concerning the City and the City's business in strictest confidence and shall not reveal such information to third parties without prior written consent of the City, unless otherwise required by law.

#### **ARTICLE XI. INDEMNITY**

THE CONSULTANT SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, RELATED TO OR OCCASIONED BY, THE NEGLIGENT ACTS OF THE CONSULTANT, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS AGREEMENT AND/OR THE USE OR OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

#### **ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS**

The Consultant shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to the activities under this Agreement, and any amendments thereto.

#### **ARTICLE XIII. NOTICE**

A. General. Whenever notice from the Consultant to the City or the City to the Consultant is required or permitted by this Agreement and no other method of notice is provided, such notice shall be given by (1) actual delivery of the written notice to the other party by hand (in which case such notice shall be effective upon delivery); (2) facsimile (in which case such notice shall be effective upon delivery); or (3) by depositing the written notice in the United States mail, properly addressed to the other party at the address provided in this article, registered or certified mail, return receipt requested, in which case such notice shall be effective on the third business day after such notice is so deposited.

B. Consultant's Address. The Consultant's address and numbers for the purposes of notice are:

Sciens LLC.  
ATTN: Stephen Gousie  
Partner, Sciens LLC  
Telephone: (469) 424-3415  
Email: sgousie@sciens.com

C. City's Address. The City's address and numbers for the purposes of notice are:

James Brown  
Chief Information Officer  
City of Lubbock  
P.O. Box 2000  
1314 Avenue K  
Lubbock, Texas 79457  
Telephone: 806-775-2372

D. Change of Address. Either party may change its address or numbers for purposes of notice by giving written notice to the other party as provided herein, referring specifically to this Agreement, and setting forth such new address or numbers. The address or numbers shall become effective on the 15th day after such notice is effective.

#### **ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES**

Provision of Data. The City shall furnish the Consultant non-confidential studies, reports and other available data in the possession of the City pertinent to the Consultant's Services, so long as the City is entitled to rely on such studies, reports and other data for the performance of the Consultant's Services under this Agreement (the "Provided Data"). The Consultant shall be entitled to use and rely, so long as such reliance is reasonable, upon all such Provided Data.

#### **ARTICLE XV. MISCELLANEOUS**

A. Captions. The captions for the articles and sections in this Agreement are inserted in this Agreement strictly for the parties' convenience in identifying the provisions to this Agreement and shall not be given any effect in construing this Agreement.

B. Audit. The Consultant shall provide access to its corporate books and records to the City. The City may audit, at its expense and during normal business hours, the Consultant's books and records with respect to this Agreement between the Consultant and the City. All information obtained in an audit will be treated as confidential information and shall not be disclosed.

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

D. Assignability. The Consultant may not assign this Agreement without the prior written approval of the City.

E. Successor and Assigns. This Agreement binds and inures to the benefit of the City and the Consultant, and in the case of the City, its respective successors, legal representatives, and assigns, and in the case of the Consultant, its permitted successors and assigns.

F. Construction and Venue.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT IS PERFORMABLE IN LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

G. Severability. If any provision of this Agreement is ever held to be invalid or ineffective by any court of competent jurisdiction with respect to any person or circumstance, the remainder of this Agreement and the application of such provision to persons and/or circumstances other than those with respect to which it is held invalid or ineffective shall not be affected thereby.

H. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless such amendment, modification, or alteration is in writing, dated subsequent to this Agreement, and duly authorized and executed by the Consultant and the City.

I. Entire Agreement. This Agreement, including Exhibits "A" through "B" attached hereto, contains the entire agreement between the City and the Consultant, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

J. No Joint Enterprise. Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between the Consultant and the City.

K. Documents Owned by City. Any and all documents, drawings and specifications prepared by Consultant as part of the Services hereunder, shall become the property of the City when the Consultant

has been compensated as set forth in Article II, above. The Consultant shall make copies of any and all work products for its files.

L. Notice of Waiver. A waiver by either the City or the Consultant of a breach of this Agreement must be in writing and duly authorized to be effective. In the event either party shall execute and deliver such waiver, such waiver shall not affect the waiving party's rights with respect to any other or subsequent breach.

M. Third Party Activities. Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than the City and the Consultant.

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

O. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization.

P. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

Q. Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or

possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

R. Mutual Waiver of Consequential Damages. Notwithstanding any other provisions of this Agreement, in no event shall either Party be liable to the other Party for special, indirect, or consequential damages, including but not limited to loss of equipment or facility, loss of opportunity, lost profits, or any other such damage whatsoever.

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EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



James Brown, Chief Information Officer

APPROVED AS TO FORM:



Ryan Brooke, Assistant City Attorney

Sciens, LLC.

By: 

Ernest Pages, Partner



25 May 2021

James Brown  
Chief Information Officer  
City of Lubbock  
1625 13th Street  
Lubbock, TX 79401

Dear James:

Sciens appreciates the opportunity to present our proposal to the City of Lubbock to provide consultant services for the replacement of the City's public safety applications environment. As part of the assessment, we will be examining the following application areas: Computer Aided Dispatch, Police Records/Detention Management, Police Mobile, Fire Records Management and Fire Mobile. We are eager to contribute our expertise, experience and support on this project.

Milestone projects like this offer an opportunity to define a vision and strategy for technology use and catapult the agency into a new era of productivity and data-validated planning and decision-making. Modern systems and architecture enable mobility and engagement, while business intelligence and intuitive analytics enable identification of trends. The City has decided to undertake this significant effort not only to lower its risk from an aging system, but also to capitalize on the advances available with more modern systems. By continuing to achieve the high standards set by its business objectives, the City will provide safe, secure and effective services to its citizens. Sciens can support these goals, leveraging our experience and knowledge of technology and the market to assist the City with the replacement of the existing software systems.

Sciens is a highly-specialized management consulting firm headquartered in McKinney, Texas that is dedicated to serving the needs of local governments and public safety agencies. We are able to provide our customers with personal service and dedicated attention not available in the larger, more impersonal consulting firms. Just ask our customers...they know the difference.

Because of our commitment to the local government market, we understand the unique demands that cities face. From Public Safety to City Operations, we know your business. We have extensive experience with replacing public safety communications, law and fire records management systems, dispatch systems, court systems, integrated enterprise resource planning (ERP) systems, and other municipal systems. We provide guidance on GIS, best practice infrastructures, data warehousing, transparency and analytics, and mobility. Most importantly, we understand how these systems need to work together to provide municipalities with the data and information it needs to manage in today's dynamic, just-in-time environment.

We can help the City to maneuver through the complex Public Safety software choices ahead, such as:

- Selecting vendors for a strategic partnership in a volatile market
- Best-of-breed choices versus the demands of integration
- Demands and limitations of Self-Hosted versus Cloud-Based solutions
- Vendor innovation versus vendor stability and longevity
- System resilience in the face of potential disruptions or disasters
- Internal governance decisions over complex, integrated systems
- Supporting City staff through a demanding project implementation.



Over the last 30 years, we have developed best-in-class methodologies that ensure positive outcomes for our clients. Our methodology ensures that processes, opportunities, and technologies are assessed objectively, recommendations are optimal for each environment, and implementations are managed with minimal disruption.

Effective planning and implementation result from disciplined oversight to turn vision into reality. Sciens provides responsive and agile project management and methodical vendor oversight. We will represent your interests by ensuring the integrity of the vendor's deliverables within acceptable timeframes and budgets. From the initial analysis to the final training session, Sciens manages the details of every project with objectivity and careful consideration of client goals.

We live and operate our consultancy with a Code of Ethics to guide our decisions and daily activities. Our Code of Ethics represents four qualities that we consider essential.

- **Reliability** to uphold promises and take responsibility for actions and decisions.
- **Respect** to bring honesty, fairness, honor and courtesy to every relationship.
- **Professionalism** that guarantees complete transparency in the best interest of the client, and a belief that inspiring positive change is more valuable than profitability.
- **Trustworthiness** to protect the privacy and confidentiality of all entrusted information.

Sciens is dedicated to finding the best-fit solutions for each customer. The attached proposal details the scope of work in response to your request for proposal.

Please feel free to contact me at [sgousie@sciens.com](mailto:sgousie@sciens.com) or (469) 424-3415 with any questions. We look forward to working with the City of Lubbock on this important project.

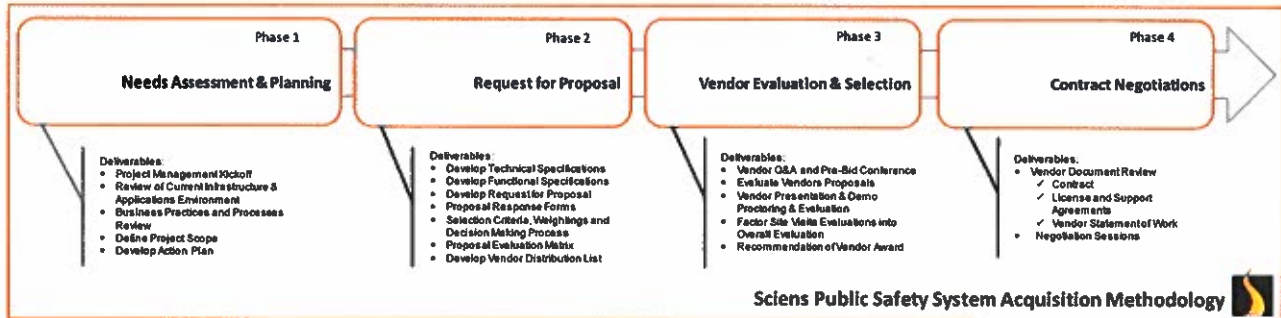
Respectfully submitted,



Stephen Gousie  
Partner, Sciens LLC  
[sgousie@sciens.com](mailto:sgousie@sciens.com)

## PROJECT PHASES

The project is conducted using the City's work processes as the guide. Each process is examined for opportunities to improve efficiency by streamlining or automating, specifically through elimination of extra steps, signatures, paper generation, duplicate entry and repetitive work. The four phases of our system acquisition methodology are shown below.



The Sciens Public Safety System Acquisition methodology involves the assessment of the current environment, development of a plan for acquisition, development of an RFP, selection and contract negotiations with a chosen vendor. Sciens performs these in four phases, each of which is described in more detail below.

### Phase 1 – Needs Assessment & Planning

The focus for this phase of the project is on understanding the business context for the system replacement, examining current business practices and processes that need to be maintained or updated, and development of a preliminary budget and timeline for the project. In this phase, we examine:

- The effectiveness of the existing software to meet the business needs, including the need for accurate and complete reporting, proper internal controls, and effective workflow processes
- Reliability of data, queries and reports
- Use of geo-data for address entry/lookup and validation to minimize data entry errors, as well as utility in performing crime analysis
- Functional processes for opportunities such as extra steps, signatures, paper generation, duplicate entry, and repetitive work
- Areas of the processes that are subjected to high rates of error due to such things as: open text entry and lack of required field as part of the workflow
- Ability of the current technology to support sophisticated functionality, such as mobility, analytics, and dashboarding
- Associated document management needs and options for meeting these needs
- Need to interface with specific, mission-critical systems that will not be replaced during this system replacement
- Possible use of ancillary technologies to automate functions, such as: bar coding in property & evidence and field automation for data entry/retrieval
- Data migration needs from the old to the new system.



In addition, we examine the business case for and make recommendations to the City regarding possible delivery models: on-premise, cloud and hybrid methods, specifically:

- **On-Premise**: On-premise delivery models assume that businesses license the software and install it on computers at their location. The City would be responsible for buying and supporting computer hardware and software for these solutions. The City is also responsible for applying any software upgrades, patches or fixes provided by the software vendor.
- **Cloud Delivery**: Cloud delivery models allow the software user to use application software on another firm's computing equipment; in the case of some vendors, the system runs in their data center. Pricing for these solutions is often done on a monthly basis and may scale up or down based on a customer's usage of the product; it may also save the City on internal support costs.
- **Hybrid Solution**: In a hybrid environment, a software vendor can offer multiple methods for deploying the software. It can be used on-premise, hosted on the vendor's cloud or on another firm's cloud.

Specifically, this phase involves the following activities:

- **Strategic Direction / Goals** – Working with Management and the key stakeholders of the new system, Sciens gains an understanding of the agency's strategic direction and goals, and how the new system would help to further that direction. We assist in the creation of a vision for the new system and definition of goals the agency wants to achieve through implementation. The vision includes an examination of options for delivery (i.e., on-premises, Cloud, hybrid).
- **Infrastructure & Applications Review** – We meet with the IT Department to discuss the existing infrastructure architecture, including network and servers, and applications architecture so that we can develop technical specifications that work within the existing environment. This is done in order to minimize the disruptive effect on the technical environment as well as minimize the technical support required by the new system. In addition, we examine the systems that are currently integrated to the City's current systems and look for opportunities to improve the efficiency of the environment by including their functionality in the specifications for the replacement system. However, there will be some functional requirements that are more effectively or efficiently delivered through third party systems, or other systems with which data must be exchanged. We identify these systems to understand the interface requirements (e.g., data type, one way vs. bi-directional) so that they can be included in the RFP.
- **Business Practices and Process Review** – We meet with cross-functional teams consisting of representatives from throughout the organization knowledgeable in their portion of the business processes typically automated by current public safety systems.

During these meetings, we capture:

- Workflow limitations of the existing system
  - Transaction volumes to be supported by the new system
  - Interfaces of the current system which translate into functionality that needs to be supported by the new system.
- **System Support Requirements Review** – Assess the function and operations performed to support the current system based on interviews with the IT staff and end-user support staff, including:
    - The ability of the application to support technical services, such as workflow changes
    - Third party vendor interaction within the overall support structure
    - User involvement, control and segregation of duties between IT and user departments for configuration changes.

- Project Scope Defined – Based on Sciens’ experience at acquiring and implementing public safety systems, and using the requirements gathered during the Needs Assessment, we develop a Project Scope document that includes:
  - An initial budget for a replacement system that includes the required modules, interfaces, hardware and services, presented in the form of a range of high and low-cost estimates
  - A preliminary timeline for implementation of the system
- Project Governance Recommendations – Based upon Sciens’ discussions with the City and its experience at managing single and multi-tenant Public Safety systems, we develop Project Governance recommendations that include:
  - Project Charter
  - Project Governance Structure for the system acquisition, specifying individual roles and responsibilities on the project such as the Executive Sponsor, Stakeholders, Project Manager, and Business Leads
  - Responsibility definitions for decision-making, specifically for policy decisions vs. project execution
- Action Plan – Based upon the findings and the Project Scope, Sciens produces an Action Plan at the conclusion of this phase with recommendations for moving forward.
- Status Meeting & Reporting – Throughout the phase, Sciens keeps the project manager informed regarding progress being made towards milestones, as well as alerting the project manager as to whether there are any obstacles towards meeting the project timeline for selection of a new system. Sciens is available for weekly status meetings/reporting, as well as for ad hoc discussions as needed.

The deliverables for Phase 1 are:

- Infrastructure and Applications Review
- Business Practices and Processes Review
- Project Scope Document
- Project Governance Recommendations
- Needs Assessment & Action Plan

## **Phase 2 – Request for Proposal**

During Phase 2, Sciens develops the Request for Proposal document. Once the RFP has been reviewed by the City, the RFP is issued by the City of Lubbock to the marketplace using the list of potential vendors provided by Sciens. In addition, Sciens develops a Vendor Evaluation Matrix to be used throughout the evaluation phase to track vendor performance. Specifically, this phase involves the following activities:

- Technical Specifications – Technical specifications are developed based upon the inputs from the interviews conducted in Phase 1. Technical Specifications include delivery options (i.e., hosted, Cloud, hybrid), and infrastructure (i.e., hardware and architecture) describing the City’s overall system architectures, network infrastructures, telephony/911 controller, desired database and compatibility, servers and data storage, system backup and interfaces, security, scalability, reliability/stability, configuration flexibility, and centralized management).

- **Functional Requirements Specifications** – Functional requirements specifications are developed based upon the business practices and process review conducted in Phase 1. Functional requirements specifications include software capabilities grouped by major components of the public safety system (e.g., CAD, Law Records Management, CAD Mobile, Field-Based Reporting). In addition, we will examine touchpoints to these systems, including: 9-1-1 Booking & Detention, Fire Records/EMS/EPCR, EMS billing, Municipal Court and District Attorney.
- **RFP Development & Release** – Once the specifications have been developed, an RFP narrative section is developed. This describes the City's current environments, the vision the City has for the new systems, and specifically what makes such a change worthwhile for the City. In addition to the RFP narrative, proposal response forms are developed. These forms are the only permissible mechanism for vendors to respond to the RFP; they are compiled using locked MS Word and Excel files that force vendors to respond systematically to ease overall evaluation, while permitting them to have freeform fields for explanation and comment.

The RFP narrative, software specifications and proposal response forms, along with language supplied by Purchasing for the City's acquisition requirements, constitute the RFP. This is compiled for submission by the City to bid services (e.g., Bonfire/Bidsync) and direct submission to the top industry vendors.

- **Vendor Evaluation Matrix** – As part of the RFP definition process, and prior to the release of the RFP to the marketplace, Sciens will work with the City to define the selection criteria and respective weightings for each of the major components of the vendors' responses. This will be done in full compliance with the City of Lubbock's Purchasing requirements, including any Cone of Silence requirements prohibiting communications with vendors during the selection process. Sciens will utilize the weightings in its development of the Vendor Evaluation Matrix, a spreadsheet that tracks each vendors' performance at each stage of the process.
- **Status Meeting & Reporting** – Throughout the phase, Sciens keeps the City's project manager informed regarding progress being made towards milestones, as well as alerting the project manager as to whether there are any obstacles towards meeting the timeline for selection of a new system. Sciens is available for weekly status meetings/reporting, as well as for ad hoc discussions as needed.

The deliverables for Phase 2 are:

- Technical and Functional Requirements Specifications
- Request for Proposal (specifications plus the RFP narrative, finalized technical specifications, proposal response forms)
- Vendor Evaluation Matrix
- Potential Vendors List





### Phase 3 – Vendor Evaluation and Selection

In Phase 3, Sciens assists the City through the selection process proctoring the Bidders' Conference, analyzing the vendor proposal responses, and using the Vendor Evaluation Matrix to record their performance and determine their conformity to the specifications. Once the evaluation of all proposals is completed, Sciens works with the City to develop a shortlist of vendors to be invited to demonstrate their system to the City. Sciens also supports the City through their visits to chosen vendor implementation sites. Based upon vendor performance against the RFP, demonstrations and site visits, Sciens works with the City to make a final selection recommendation.



- Bidders' Conference and Vendor Q&A Addendum – Shortly after the issuance of the RFP, a Bidders' Conference is held by the City. Sciens proctors the bidder's conference. This can be either mandatory or option for the vendors based on the City's requirements; and, it can be conducted in person or via teleconference (e.g., Webex or GoToMeeting). At the conference, the City provides a summary of the RFP and its intent; they also provide an informal, non-binding response to questions submitted during the conference. Subsequent to the bidders' conference, a formal response to all questions submitted prior to and during the bidders' conference is drafted by Sciens and posted by the City of Keller as an addendum to the RFP.
- Vendor Proposal Evaluations – Utilizing the Vendor Evaluation Matrix developed earlier, Sciens analyzes each of the proposal submission for compliance with both technical and business requirements. In addition, Sciens will assist the project team through the evaluation of the proposals. Based upon this data, Sciens and the project team rate the overall performance of each vendor, and the strengths and weaknesses based upon its proposal response.
- Vendor Shortlist Selection – Sciens will enter the City's evaluative data into the Vendor Evaluation Matrix, ranking the vendors based on their estimated ability to satisfy requirements. Based upon this ranking, Sciens recommends two sets of vendors for the City to consider inviting for demonstrations of their products and capabilities. Sciens will assist the City with a detailed schedule for vendors to follow throughout the demonstration to include with the Short List Notification letter.
- Vendor Demonstrations & Site Visits – Sciens proctors and supports the City through two sets of vendor demonstrations sessions lasting 3-4 days each, for total demonstration length over eight business days. Sciens provides the project team with a scoring tool to be used by City's selection committee evaluating the vendor demonstrations. Sciens will also evaluate the Vendor's performance, if required by the City. In addition, Sciens supports the City through Site Visits by acquiring potential sites from the vendors and providing the City with an onsite evaluation tool. Subsequently, we compile the results of the demonstrations and site evaluations into the Vendor Evaluation Matrix.
- Final Recommendation – Using the results of the process captured in the Vendor Evaluation Matrix, Sciens makes a final recommendation for the City to consider in its choice of preferred vendor.
- Status Meeting & Reporting – Throughout the phase, Sciens keeps the project manager informed regarding progress being made towards milestones, as well as alerting the project manager as to whether there are any obstacles towards meeting the City's timeline for selection of a new system. Sciens is available for weekly status meetings/reporting and ad hoc discussions as needed.

The deliverables for Phase 3 are:

- Vendor Pre-Bid Conference and Q&A Addendum
- Vendors Proposals Evaluation
- Short List Recommendations
- Vendor Demonstration Proctoring & Evaluation
- Site Visit Support
- Recommendation of Vendor Award

#### Phase 4 – Contract Negotiations

In Phase 4, Sciens assists the City with up to sixty (60) hours of support to review contractual documents and negotiate with the preferred vendor.

- Contract, License & Support Agreements, Vendor Statement of Work Review – Upon submission to the City of the contractual documents, the City will submit these documents to their Legal Department for legal review. The City will also provide these documents to Sciens so that we can assist the City by identifying business risks as well as negotiation opportunities based upon our extensive experience in these types of negotiations.
- Negotiation Sessions – Based upon planning discussions with the City, Sciens will attend meetings and conference calls to assist in the negotiation and finalization of a contract, license and support agreements, and statement of work that the City find acceptable.



The deliverables for Phase 4 are:

- Review of Contractual Documents (i.e., contract, license & support agreements, statement of work)
- Vendor Negotiations Sessions

## ENSURING PROJECT SUCCESS

Replacing the systems, processes and workarounds that make up your public safety system today is like replacing the engine of a car. This is not a project that is undertaken lightly, and should be done in a planned, systematic manner. If done well, cities can be transformed. The growth rate of staff can also be slowed thanks to efficiency gains from automation, while citizens enjoy better services, information access, and responsiveness.

Of course, the reverse of this is also true. If the project replacement is not properly managed, its failings will be obvious. Payroll will not run, licenses will not be issued, payments for utilities will not be accepted, inspections will not be conducted, and budget utilization will be unknown.

Large IT projects, like a public safety system replacement, are 20 times more likely to fail than large projects in other sectors, like construction. Overall, large IT projects come in 27% over budget, take 55% longer to complete than planned, and are only 16% likely to come in on-time and on-budget. That's a pretty bad track record for any industry.

# COST PROPOSAL AND TIMELINE

## PROJECT COST DETAIL

Based on the scope of work description, deliverables, and our recommended method for conducting the services outlined in the proposal, our not-to-exceed-total cost to complete all tasks in Phases 1-4 are \$119,825. Since Sciens is a local firm in the Dallas-Fort Worth area, **no travel expenses** will be charged.

Assessment & Selection			
Phase	Activity	Hours	Total
<b>1</b>	<b>Assessment &amp; Planning</b>		
A	Data Gathering & Interviews	108	\$ 24,575
B	Assessment Report & Action Plan	60	\$ 7,980
<b>2</b>	<b>Request for Proposal</b>		
A	RFP Specifications & Narrative Draft	112	\$ 20,000
B	Request for Proposal Final	52	\$ 7,140
C	Bidders Conference, Q&A Addendum, Vendor Evaluation Matrix	36	\$ 4,620
<b>3</b>	<b>Vendor Evaluation &amp; Selection</b>		
A	Proposals Evaluation	76	\$ 9,660
B	Short List Demos	128	\$ 28,210
C	Final Recommendations	32	\$ 5,040
<b>4</b>	<b>Contract Negotiations</b>		
A	Contract & Statement of Work Negotiation Support	60	\$ 12,600
<b>TOTAL PHASES 1-4</b>		<b>664</b>	<b>\$ 119,825</b>

## PURCHASING COOPERATIVES

Sciens Consulting's services can be purchased through the following Purchasing Cooperatives:

- **Texas Department of Information Resources (DIR).** Our Vendor ID Number is: 1454427564800. Our DIR Contract Number is: DIR-TSO-4284. More information can be found at: <https://dir.texas.gov/View-Search/Contracts-Detail.aspx?contractnumber=DIR-TSO-4284&keyword=4284>
- **BuyBoard Cooperative Purchasing.** Our contract number is: 579-19. We recognize that the City of Lubbock is a member of BuyBoard.
- **TIPS-USA.** We have two contract numbers: 200601 for Consulting and Other Related Services; and 200105 for Technology Solutions Products and Services. More information can be found at: <https://www.tips-usa.com/vendorProfile.cfm?RecordID=70CB96CA6605A6BB13B0FFD8BF237334>





## TIMELINE

A draft GANTT chart for this project, identifying the major tasks with associated, proposed start and completion dates and milestones, is shown on the following page. Sciens will work with the City to arrive at a schedule that meets your objectives and deadlines.

ID	Task Name	Start	Finish	Q2 21	Q3 21				Q4 21			Q1 22			Q2 22
				Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	
1	1. Assessment & Planning	6/21/2021	8/6/2021												
2	Data Gathering & Interviews	6/21/2021	7/9/2021												
3	Needs Assessment Findings, Project Scope & Action Plan	7/12/2021	8/6/2021												
4	2. Request for Proposal	8/9/2021	10/1/2021												
5	RFP Specifications & Narrative Draft	8/9/2021	9/17/2021												
6	RFP Final	9/20/2021	10/1/2021												
7	3. Vendor Evaluation & Selection	10/4/2021	2/18/2022												
8	Bidders' Conference, Q&A Addendum, Vendor Evaluation Matrix	10/4/2021	10/15/2021												
9	Vendor Proposal Development	10/4/2021	11/5/2021												
10	Proposals Evaluation	11/8/2021	12/3/2021												
11	Short List Notification & Vendor Preparation for Demonstrations	12/6/2021	1/14/2022												
12	Vendor Demonstrations	1/17/2022	2/11/2022												
13	Final Recommendations	2/14/2022	2/18/2022												
14	4. Contract Negotiations	2/21/2022	4/15/2022												
15	Contract Negotiations	2/21/2022	4/15/2022												

While Sciens is available to start the project when the City is ready, for planning purposes we have developed this GANTT anticipating that Phase 1 will begin in June 2021 and the selection project will be completed by April 2022, depending upon the impact of the City's staff availability, vacations and holidays. The timeline provided is for illustration purposes.

**City of Lubbock, TX  
Capital Project  
Project Cost Detail  
June 22, 2021**

Capital Project Number:	8646
Capital Project Name:	<u>Public Safety CAD, Mobile and RMS Software</u>

	<u><b>Budget</b></u>
<i>Encumbered/Expended</i>	
Product Review	\$ 8,448
<i>Agenda Item June 22, 2021</i>	
Sciens Consulting, LLC Consultant Services	<u>119,825</u>
<i><b>Encumbered/Expended To Date</b></i>	<u><u>128,273</u></u>
<i>Estimated Costs for Remaining Appropriation</i>	
Miscellaneous Cost	<u>227</u>
<i><b>Remaining Appropriation</b></i>	<u><u>227</u></u>
 <b>Total Appropriation</b>	 <u><u>\$ 128,500</u></u>



## Regular City Council Meeting

6. 4.

Meeting Date: 06/22/2021

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### Information

#### Agenda Item

**Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2021-O0072, Amendment 33, amending the FY 2020-21 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of State Health Services.

#### Item Summary

On June 8, 2021, the City Council approved the first reading of the ordinance.

1. Accept and appropriate \$126,292 from the Texas Department of State Health Services for the HIV Prevention Services Project through the HIV Prevention Grant, increasing the total of the not to exceed amount from \$389,439 to \$515,731, with an established end date of August 31, 2022.

#### Fiscal Impact

Included in Item Summary

#### Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer  
Cheryl Brock, Director of Financial Planning & Analysis

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### Attachments

Ordinance

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE FY 2020-21 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

WHEREAS, the City Council deems it advisable to change the FY 2020-21 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 2020-21 (Budget Amendment #33) for municipal purposes, as follows:

- I. Accept and appropriate \$126,292 from the Texas Department of State Health Services for the HIV Prevention Services Project through the HIV Prevention Grant increasing the total not to exceed from \$389,439 to \$515,731 with an established end date of August 31, 2022.

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 \_\_\_\_\_.

\_\_\_\_\_  
DANIEL M. POPE, MAYOR

ATTEST:

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Rebecca Garza  
City Secretary

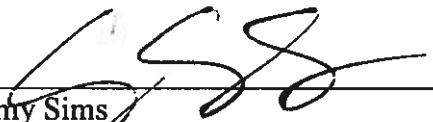
APPROVED AS TO CONTENT:



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D. Blu Kostelich  
Chief Financial Officer

APPROVED AS TO FORM:



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Amy Sims  
Deputy City Attorney



## Regular City Council Meeting

6. 4. 1.

Meeting Date: 06/22/2021

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### Information

#### Agenda Item

**Resolution - Public Health Services:** Consider a resolution authorizing the Mayor to execute Amendment No. 2 to Contract HHS000077800035 under the HIV Prevention Services Contract, and any associated documents, by and between the City of Lubbock and the Texas Department of State Health Services, to provide funding for HIV prevention services provided by the City of Lubbock Health Department.

#### Item Summary

This contract provides funding from the HIV-STD Program of the Texas DSHS to strengthen prevention activities in the community including community engagement, focused HIV testing to at-risk populations, and linkage to pharmaceutical therapies such as Pre-Exposure Prophylaxis (PrEP). The grant will enable staff to reach individuals outside traditional clinical settings.

Amendment 2 extends the contract through August 31, 2022, and changes the grant cycle from calendar year to state fiscal year. The amount budgeted for calendar year 2021 was reduced by \$63,147 to \$126,292 to reflect the shorter grant period. The total contract amount is \$515,731.

#### Fiscal Impact

The amendment adds \$126,292 to the contract increasing the total not to exceed from \$389,439 to \$515,731.

#### Staff/Board Recommending

Bill Howerton, Deputy City Manager  
Katherine Wells, Director of Public Health

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### Attachments

Resolution HIV  
Contract HIV

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**RESOLUTION**

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

**THAT** the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock Amendment No. 2 to the Department of State Health Services Contract No. HHS000077800035 under the HIV Prevention Services Grant, by and between the City of Lubbock and the State of Texas' Department of State Health Services (DSHS), 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 Council.

**Passed by the City Council this \_\_\_\_\_.**

\_\_\_\_\_  
DANIEL M. POPE, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Katherine Wells, Director of Public Health

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Ryan Brooke, Assistant City Attorney

RES.DSHS-HHS000077800035 HIV Prevention Services Grant Amendment 2  
5.24.21

**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. HHS000077800035**

**AMENDMENT NO. 2**

The Department of State Health Services ("DSHS" or "System Agency") and City of Lubbock ("Grantee"), each a "Party" and collectively the "Parties" to DSHS Contract No. HHS000077800035, effective January 1, 2020 (the "Contract"), now want to amend the Contract.

Whereas, DSHS wants to extend the term of the Contract through August 31, 2022;

Whereas, DSHS wants to reduce the amount budgeted for calendar year ("CY") 2021 and modify the term for CY 2021;

Whereas, DSHS wants to revise Subsection C. of Section V ("Program Monitoring and Progress Reports") of Attachment A-1, Statement of Work (Revised);

Whereas, DSHS wants to increase the Contract amount to pay for services delivered during fiscal year ("FY") 2022; and

Whereas, DSHS wants to extend the term and create a budget for FY 2022.

The Parties therefore agree as follows:

1. Article III of the Contract, titled "Duration," is hereby amended to extend the termination date from December 31, 2021, to August 31, 2022.
2. Article IV of the Contract, titled "Budget," is hereby amended to increase the total Contract amount to a sum not to exceed \$515,731.00. The total amount payable from January 1, 2021, through August 31, 2021, is not to exceed \$126,292.00; and the total amount payable from September 1, 2021, through August 31, 2022, is not to exceed \$189,439.00.
3. Subsection C. of Section V ("Program Monitoring and Progress Reports") of Attachment A-1, Statement of Work (Revised), is hereby amended to read as follows:

C. Provide the required reports to [hivstdreport.tech@dshs.texas.gov](mailto:hivstdreport.tech@dshs.texas.gov) with copies to the designated DSHS HIV/STD Program Consultants and the Public Health Regional HIV/STD Program Manager/Coordinator by the following dates:  
July 31, 2021, and January 31, 2022.
4. Attachment B-1, Budget (2021), is hereby deleted in its entirety and replaced with *Attachment B-2, Budget (2021/2022)* (attached hereto).
5. This Amendment shall be effective on the date of the last signature below.



6. Except as modified by this Amendment, all terms and conditions of the Contract, as amended, shall remain in effect.

7. Any further revision to the Contract shall be by written agreement of the Parties.

**Signature Page to follow.**

**SIGNATURE PAGE FOR AMENDMENT NO. 2**

**DSHS CONTRACT NO. HHS000077800035**

**DEPARTMENT OF STATE HEALTH SERVICES**

**GRANTEE**

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

**THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AMENDMENT, AND THEIR TERMS ARE  
HEREBY INCORPORATED INTO THE CONTRACT BY REFERENCE:**

**ATTACHMENT B-2, Budget (2021/2022)**

**ATTACHMENTS FOLLOW.**

**ATTACHMENT B-2  
BUDGET (2021/2022)**

<b>BUDGET CY 2021</b> <b>January 1, 2021, through August 31, 2021</b>	
<b>CATEGORY</b>	<b>AMOUNT</b>
PERSONNEL	\$59,385.00
FRINGE BENEFITS	\$30,156.00
TRAVEL	\$0.00
EQUIPMENT	\$0.00
SUPPLIES	\$11,391.00
CONTRACTUAL	\$20,760.00
OTHER	\$4,600.00
TOTAL DIRECT COSTS	\$126,292.00
INDIRECT COSTS	\$0.00
<b>TOTAL (2021)</b>	<b>\$126,292.00</b>

<b>BUDGET FY 2022</b> <b>September 1, 2021, through August 31, 2022</b>	
<b>CATEGORY</b>	<b>AMOUNT</b>
PERSONNEL	\$96,942.00
FRINGE BENEFITS	\$49,227.00
TRAVEL	\$4,710.00
EQUIPMENT	\$0.00
SUPPLIES	\$15,300.00
CONTRACTUAL	\$17,760.00
OTHER	\$5,500.00
TOTAL DIRECT COSTS	\$189,439.00
INDIRECT COSTS	\$0.00
<b>TOTAL (2022)</b>	<b>\$189,439.00</b>



## Regular City Council Meeting

6. 5.

Meeting Date: 06/22/2021

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### Information

#### Agenda Item

**Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2021-O0073, Amendment 34, amending the FY 2020-21 Budget for municipal purposes respecting the Water/Wastewater Capital Fund to appropriate additional funding for Capital Improvement Project 92587 Loop 88 Sewer Line Relocation.

#### Item Summary

On June 8, 2021, the City Council approved the first reading of the ordinance.

1. Amend CIP 92587, Loop 88 Sewer Line Relocation, and increase the appropriation and funding by \$859,132 from \$750,000 to \$1,609,132. The funding will be from the Texas Department of Transportation (TxDOT).

#### Fiscal Impact

Included in Item Summary

#### Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer  
Cheryl Brock, Director of Financial Planning & Analysis

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### Attachments

Ordinance

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE FY 2020-21 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE WATER/WASTEWATER CAPITAL FUND TO APPROPRIATE ADDITIONAL FUNDING FOR THE CAPITAL IMPROVEMENT PROJECT 92587 LOOP 88 SEWER LINE RELOCATION; 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

WHEREAS, the City Council deems it advisable to change the FY 2020-21 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 2020-21 (Budget Amendment #34) for municipal purposes, as follows:

- I. Amend CIP 92587, Loop 88 Sewer Line Relocation, and increase the appropriation and funding by \$859,132 from \$750,000 to \$1,609,132. The funding will be from the Texas Department of Transportation (TxDot).

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 \_\_\_\_\_.

\_\_\_\_\_  
DANIEL M. POPE, MAYOR

ATTEST:

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Rebecca Garza  
City Secretary


APPROVED AS TO CONTENT:



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D. Blu Kostelich  
Chief Financial Officer

APPROVED AS TO FORM:



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Amy Sims  
Deputy City Attorney



## Regular City Council Meeting

6. 6.

Meeting Date: 06/22/2021

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### Information

#### Agenda Item

**Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 35, amending the FY 2020-21 Budget for municipal purposes respecting the General Fund Capital to establish and appropriate funding for Capital Improvement Projects 92711 Fire Station 20, 92712 Transportation Improvements/Unpaved Roads, and 92713 Erskine Street.

#### Item Summary

1. Establish Capital Improvement Project 92711, Fire Station 20, and appropriate funding in the amount of \$7,645,000. Funding will be General Funds Certificates of Obligation.
2. Establish Capital Improvement Project 92712, Transportation Improvement/Unpaved Roads, and appropriate funding in the amount of \$9,000,000. Funding will be General Fund Certificates of Obligation.
3. Establish Capital Improvement Project 92713, Erskine Street, and appropriate funding in the amount of \$11,300,000. Funding will be General Fund Certificates of Obligation.

#### Fiscal Impact

Included in Item Summary

#### Staff/Board Recommending

Blu Kostelich, Chief Financial Officer

Cheryl Brock, Director of Financial Planning & Analysis

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### Attachments

Ordinance

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE FY 2020-21 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND CAPITAL TO ESTABLISH AND APPROPRIATE FUNDING FOR CAPITAL IMPROVEMENT PROJECTS 92711 FIRE STATION 20, 92712 TRANSPORTATION IMPROVEMENTS/UNPAVED ROADS, AND 92713 ERSKINE STREET; 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

WHEREAS, the City Council deems it advisable to change the FY 2020-21 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 2020-21 (Budget Amendment #35) for municipal purposes, as follows:

- I. Establish Capital Improvement Project 92711, Fire Station 20, and appropriate funding in the amount of \$7,645,000. Funding will be General Funds Certificates of Obligation.
- II. Establish Capital Improvement Project 92712, Transportation Improvement/Unpaved Roads, and appropriate funding in the amount of \$9,000,000. Funding will be General Fund Certificates of Obligation.
- III. Establish Capital Improvement Project 92713, Erskine Street, and appropriate funding in the amount of \$11,300,000. Funding will be General Fund Certificates of Obligation.

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 \_\_\_\_\_.

\_\_\_\_\_  
DANIEL M. POPE, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza  
City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
D. Blu Kostelich  
Chief Financial Officer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Amy Sims  
Deputy City Attorney



**Regular City Council Meeting**

**6. 7.**

**Meeting Date:** 06/22/2021

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**Information**

**Agenda Item**

**Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 36, amending the FY 2020-21 Budget for municipal purposes respecting the Lubbock Power and Light Fund for the addition of four full-time positions.

**Item Summary**

1. Amend Customer Service Cost Center 7514, by adding 4 additional full-time positions. The funding will be cash from Lubbock Power and Light Fund Balance.

**Fiscal Impact**

The expected financial impact to Cost Center 7514 is an additional \$19,370 in salary and benefits for FY 2020-21 and an additional \$256,964 for FY 2021-22.

**Staff/Board Recommending**

D. Blu Kostelich, Chief Financial Officer  
Cheryl Brock, Director of Financial Planning & Analysis

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**Attachments**

Ordinance  
Resolution

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE FY 2020-21 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE LUBBOCK POWER AND LIGHT FUND FOR THE ADDITION OF FOUR FULL-TIME POSITIONS; 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

WHEREAS, the City Council deems it advisable to change the FY 2020-21 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 2020-21 (Budget Amendment #36) for municipal purposes, as follows:

- I. Amend the Customer Service cost center 7514 by adding four additional full-time positions. The funding will be cash from Lubbock Power and Light Fund Balance.
- II. Amend the Lubbock Power and Light Operating Budget by increasing the compensation line-item in cost center 7514 in the amount of \$12,534, from \$2,021,837 to \$2,034,371; increasing the benefits line-item in cost center 7514 in the amount of \$6,836, from \$1,118,694 to \$1,125,530.

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 \_\_\_\_\_.

\_\_\_\_\_  
DANIEL M. POPE, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza  
City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
D. Blu Kostelich  
Chief Financial Officer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Amy Sims  
Deputy City Attorney

## **RESOLUTION**

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

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

WHEREAS, the Electric Utility Board is charged with approving an annual budget and submitting a budget and any amendments thereto for Lubbock Power & Light to the City Council for adoption pursuant to Title I, Chapter 2, Division 12, Section 2.03.415(a) of the Code of Ordinances of the City of Lubbock; NOW THEREFORE:

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

THAT the Electric Utility Board hereby approves the amendment to the City of Lubbock's Budget for Lubbock Power & Light, and requests that the City Council so amend the City of Lubbock's Budget for Lubbock Power & Light, for fiscal year 2020-21, as follows:

- 1) Amend the Operating Budget by adding four (4) full-time equivalent (FTE) positions in the Customer Service cost center 7514.
- 2) Amend the Operating Budget by increasing the compensation line-item in cost center 7514 in the amount of \$12,534, from \$2,021,837 to 2,034,371; increasing the benefits line-item in cost center 7514 in the amount of \$6,836, from \$1,118,694 to 1,125,530.

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

THAT the Electric Utility Board hereby expressly finds that this amendment to the City of Lubbock's Budget for Lubbock Power & Light serves a public purpose.

The Electric Utility Board hereby directs that this Resolution be filed with the City Secretary of the City of Lubbock.

Passed by the Electric Utility Board this 15<sup>th</sup> day of June, 2021.

  
\_\_\_\_\_  
Dan Odom, Chairman

ATTEST:

  
Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

  
David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:

  
Jenny Smith, LP&L General Counsel



## Regular City Council Meeting

6. 8.

Meeting Date: 06/22/2021

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### Information

#### Agenda Item

**Resolution - Finance:** Consider a resolution authorizing the refunding of Canadian River Municipal Water Authority Subordinate Lien Contract Revenue Refunding Bonds, Series 2012 (Conjunctive Use Groundwater Supply Project).

#### Item Summary

At the quarterly meeting on April 14, 2021, the Board of Directors of the Canadian River Municipal Water Authority (the "Authority"), considered the refunding of the Series 2012 Bonds (as defined below) previously issued for the Conjunctive Use Groundwater Supply Project, in order to provide debt service savings for the Authority and its Member Cities. To prepare for that refunding, the Board of the Authority requested that the staff of the Authority, the financial advisor, and bond counsel continue to monitor market conditions, prepare an update, obtain the required Member City consent to the transaction and place an action item on the agenda for the Authority's regular quarterly meeting scheduled for July 14, 2021, to authorize the refunding. As a part of those preparations I am contacting the City of Lubbock ("City") on behalf of the Authority to request your consideration and consent to the Authority's proposed refunding.

The Conjunctive Use Groundwater Supply Project Contract between the Authority and the Member Cities, requires that prior to refunding any outstanding bonds, the Authority must obtain each Member City's consent and waiver, as to certain notice requirements in the contract. Attached is a proposed draft resolution that sets out the City's consent and waiver, with regard to the bond refunding, for consideration by the City Council. As further background for the requested action, the following information is included.

The revenues paid by the City under the Conjunctive Use Groundwater Supply Project Contract between the City and the Authority secure the debt service on certain obligations of the Authority, including the outstanding Canadian River Municipal Water Authority Subordinate Lien Contract Revenue Refunding Bonds, Series 2012 (Conjunctive Use Groundwater Supply Project) (the "Series 2012 Bonds"). At the Authority's regular meeting on April 14, 2021, George Williford with Hilltop Securities Inc., the Authority's financial advisor, identified potentially significant savings if some or all of these outstanding bonds are refunded, as a tax-exempt refunding issue in accordance with the February 15, 2022 optional call date on the Series 2012 Bonds. Based on that presentation, the Board of Directors of the Authority authorized the staff, the financial advisor, and our firm to reach out to each of the Member Cities to obtain the requisite consents, monitor market conditions and, if favorable market conditions persist, to present the item on the July 14, 2021 regular quarterly meeting agenda for Board action.

The contract with the Member Cities contains notice requirements that affect the Authority's ability to timely refund the Series 2012 Bonds in question, unless each of the Member Cities waives the notice requirements and consents to the issuance of the refunding bonds. The contract makes the notice requirements apply to all bonds, not just new money bonds. As it has in prior refunding transactions, as a

prerequisite to refunding the bonds, the Authority is requesting that the Member Cities waive the notice requirements and express their consent to the refunding through the adoption of the enclosed resolution.

To appropriately time the refunding of the outstanding Series 2012 Bonds, the Authority will delegate the ability to trigger the refunding of the obligations to the General Manager, if he is able to achieve a certain level of savings through the refunding of the Series 2012 Bonds, depending on market conditions. The resolution which is presented for the City's consideration tracks those conditions. Accordingly, the City's resolution is effective only if the Authority can achieve, at a minimum, the present value savings of at least 5.00% of the refunded principal amount.

It is anticipated that the Board of the Authority may authorize proceeding with the transaction at the July meeting, either for sale in late 2021, or for an earlier sale, in the event that market conditions warrant.

**The Authority is soliciting executed consent resolutions from all of the Member Cities and requesting that the Member Cities take action on the resolutions prior to July 9, 2021.** Having all of these City consent forms in hand at the July quarterly meeting, will enable the Board of the Authority to consider action proceeding with authorizing the refunding. If, as anticipated, the Board delegates the sale of the bonds to the General Manager, then the General Manager will have up to 6 months to trigger the actual sale. Upon consultation with the financial advisor as to market conditions and timing, the General Manager will meet with the Finance Committee of the Authority and determine whether and when to exercise the delegated authority to refund some, all or none of the Series 2012 Bonds. It is contemplated that the sale of the refunding bonds would be effected in calendar year 2021, and the consent resolution limits the City's waiver to that year. As we have done in prior refunding transactions of Authority bonds, the City will be provided with the results of the sale and how it reduces your payments.

### **Fiscal Impact**

The overall refunding will provide a net debt savings for the City of Lubbock. The exact amount is subject to market conditions on the day of the pricing.

### **Staff/Board Recommending**

D. Blu Kostelich, Chief Financial Officer

Cheryl Brock, Director of Financial Planning & Analysis

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### **Attachments**

Resolution - CRMWA 2021 Refunding Series

City Secretary Certificate - CRMWA 2021 Refunding

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**A RESOLUTION BY THE CITY OF LUBBOCK, TEXAS, AUTHORIZING  
REFUNDING OF CANADIAN RIVER MUNICIPAL WATER  
AUTHORITY SUBORDINATE LIEN CONTRACT REVENUE  
REFUNDING BONDS, SERIES 2012 (CONJUNCTIVE USE  
GROUNDWATER SUPPLY PROJECT)**

WHEREAS, the City of Lubbock, Texas (the "City") has entered into that certain Agreement for the Purchase and Acquisition of Conjunctive Use Groundwater Supply (the "Agreement") entered into as of May 15, 1996, as amended, with the Canadian River Municipal Water Authority (the "Authority"); and

WHEREAS, the Authority has entered similar agreements with each of the other cities that are members of the Authority (the "Member Cities"); and

WHEREAS, the Authority issued and has outstanding its Canadian River Municipal Water Authority Subordinate Lien Contract Revenue Refunding Bonds, Series 2012 (Conjunctive Use Groundwater Supply Project); Canadian River Municipal Water Authority Subordinate Lien Contract Revenue Refunding Bonds, Series 2014 (Conjunctive Use Groundwater Supply Project); Canadian River Municipal Water Authority Subordinate Lien Contract Revenue Refunding Bonds, Series 2017 (Conjunctive Use Groundwater Supply Project); and Canadian River Municipal Water Authority Subordinate Lien Contract Revenue Refunding Bonds, Series 2020 (Conjunctive Use Groundwater Supply Project); and

WHEREAS, at the present time the Authority desires to issue refunding bonds to refund all or a part of the outstanding Canadian River Municipal Water Authority Subordinate Lien Contract Revenue Refunding Bonds, Series 2012 (Conjunctive Use Groundwater Supply Project) (the "Series 2012 Bonds") if market conditions justify refunding all, or a part of, the Series 2012 Bonds; and

WHEREAS, the Agreement provides for certain notice requirements before the Authority may issue Additional Bonds, as defined in the Agreement; and

WHEREAS, the refunding bonds are Additional Bonds under the Agreement; and

WHEREAS, timing constraints in the meeting schedules of the governing bodies of all Member Cities of the Authority to consider and approve refunding bonds may prevent the Authority from issuing refunding bonds in a timely manner to provide savings to the Member Cities; and

WHEREAS, if the market is such that the Series 2012 Bonds can be refunded, it is in the best interest of the City to waive certain notice requirements under the Agreement and consent to the issuance of the bonds to permit the Authority to refund all or a part of the outstanding Series 2012 Bonds if a present value savings of at least 5.00% can be achieved; and

WHEREAS, if the market conditions justify the refunding of the Series 2012 Bonds, then the Authority desires to issue refunding bonds in a principal amount not to exceed \$21,000,000 to refund all or a part of the outstanding Series 2012 Bonds; and

WHEREAS the City agrees to the Authority's issuance of bonds as subordinate lien bonds to eliminate the need of a reserve fund;

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

SECTION 1. THAT should market conditions during calendar year 2021 justify the refunding of the Series 2012 Bonds, the City waives the notice requirements of Section 4.1(a) of the Agreement, and consents to the issuance of the Canadian River Municipal Water Authority Subordinate Lien Contract Revenue Refunding Bonds, Series 2021 in a principal amount not to exceed \$21,000,000 to refund all or a part of the outstanding Series 2012 Bonds, subject to the requirement that the refunding bonds for the Series 2012 Bonds provide a present value debt service savings of at least 5.00%.

SECTION 2. THAT the City Secretary be and is hereby authorized to deliver certified copies of this Resolution and minutes pertaining to its adoption to the Authority in such numbers as may be requested for the Authority's records and proceedings.

*[ The remainder of this page intentionally left blank. ]*

Passed by the City Council on \_\_\_\_\_, 2021.

\_\_\_\_\_  
**DANIEL M. POPE, MAYOR**

**ATTEST:**

\_\_\_\_\_  
Rebecca Garza, City Secretary

[City Seal]

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
D. Blu Kostelich, Chief Financial Officer

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Amy L. Sims, Deputy City Attorney

Resolution No. \_\_\_\_\_

**CERTIFICATE OF CITY SECRETARY**

**THE STATE OF TEXAS  
COUNTY OF LUBBOCK  
CITY OF LUBBOCK**

**§  
§  
§**

I, the undersigned City Secretary of said City, hereby certify as follows:

1. That on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, a Regular meeting of the City Council of the City of Lubbock, Texas was held at the regular meeting place located at City Council Chambers, 1314 Avenue K, Lubbock, Texas, the duly constituted members of the City Council being as follows:

Daniel M. Pope	Mayor
Juan A. Chadis	Council Member
Shelia Patterson Harris	Council Member
Jeff Griffith	Council Member
Steve Massengale	Council Member
Randy Christian	Council Member
Latrelle Joy	Council Member

and all of said persons were present, except for the following: \_\_\_\_\_; thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written Resolution entitled

**A RESOLUTION BY THE CITY OF LUBBOCK, TEXAS, AUTHORIZING  
REFUNDING OF CANADIAN RIVER MUNICIPAL WATER AUTHORITY  
SUBORDINATE LIEN CONTRACT REVENUE REFUNDING BONDS,  
SERIES 2012 (CONJUNCTIVE USE GROUNDWATER SUPPLY  
PROJECT)**

was duly introduced for consideration of said City Council. It was then duly moved and seconded that said Resolution be passed; and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

2. A true, full and correct copy of the aforesaid Resolution passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Resolution has been duly recorded in the official minutes of said City Council; the above and foregoing paragraph is a true, full and correct excerpt from the agenda of said meeting pertaining to the passage of said Resolution; the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of said Resolution, were the duly chosen, qualified and acting officers and members of said City Council as indicated therein; each of said officers and members was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting and that said Resolution would be introduced and considered for passage at said meeting, and each of said members consented in advance to the holding of said meeting for such purpose; and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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City Secretary  
City of Lubbock, Texas

[CITY SEAL]

Resolution No. \_\_\_\_\_

**CERTIFICATE OF CITY SECRETARY**

**THE STATE OF TEXAS  
COUNTY OF LUBBOCK  
CITY OF LUBBOCK**

§  
§  
§

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Daniel M. Pope	Mayor
Juan A. Chadis	Council Member
Shelia Patterson Harris	Council Member
Jeff Griffith	Council Member
Steve Massengale	Council Member
Randy Christian	Council Member
Latrelle Joy	Council Member

and all of said persons were present, except for the following: \_\_\_\_\_; thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written Resolution entitled

**A RESOLUTION BY THE CITY OF LUBBOCK, TEXAS, AUTHORIZING  
REFUNDING OF CANADIAN RIVER MUNICIPAL WATER AUTHORITY  
SUBORDINATE LIEN CONTRACT REVENUE REFUNDING BONDS,  
SERIES 2012 (CONJUNCTIVE USE GROUNDWATER SUPPLY  
PROJECT)**

was duly introduced for consideration of said City Council. It was then duly moved and seconded that said Resolution be passed; and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

2. A true, full and correct copy of the aforesaid Resolution passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Resolution has been duly recorded in the official minutes of said City Council; the above and foregoing paragraph is a true, full and correct excerpt from the agenda of said meeting pertaining to the passage of said Resolution; the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of said Resolution, were the duly chosen, qualified and acting officers and members of said City Council as indicated therein; each of said officers and members was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting and that said Resolution would be introduced and considered for passage at said meeting, and each of said members consented in advance to the holding of said meeting for such purpose; and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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City Secretary  
City of Lubbock, Texas

[CITY SEAL]



## **Regular City Council Meeting**

**6. 9.**

**Meeting Date:** 06/22/2021

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### **Information**

#### **Agenda Item**

**Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing a portion of a drainage easement, located in Spanish Bit Court Addition, Section 7, Block JS, Lubbock County, Texas.

#### **Item Summary**

This item was postponed from June 8, 2021, to June 22, 2021.

The City of Lubbock is in receipt of a request to abandon and close a portion of a Drainage Easement in Lot 26, Spanish Bit Court Addition (CCFN # 2016013471), and abandon and close a Drainage Easement (CCFN # 2016013473), located in the south half of Section 7, Block JS, Lubbock County, Texas, adjacent to the Spanish Bit Court Development.

All City departments and franchise utility companies are in agreement with the closure.

#### **Fiscal Impact**

None

#### **Staff/Board Recommending**

Jesica McEachern, Assistant City Manager

Mike Keenum, Division Director of Engineering

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### **Attachments**

Ordinance Abandon and Close a Portion of a DRE and a DRE - Spanish Bit Court - Sec 7 Blk JS

Exhibit A - Closure of a Portion of a DRE and a DRE - Spanish Bit Court - Sec 7 Blk JS

Map - Closure of a Portion of a DRE and a DRE - Spanish Bit Court - Sec 7 Blk JS

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ABANDONING AND CLOSING A PORTION OF A DRAINAGE EASEMENT LOCATED IN LOT 26, SPANISH BIT COURT ADDITION, LUBBOCK COUNTY, TEXAS ACCORDING TO THE MAP, PLAT, AND/OR DEDICATION DEED THEREOF RECORDED UNDER COUNTY CLERK FILE NUMBER 2016013471 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, AND ABANDONING AND CLOSING A DRAINAGE EASEMENT LOCATED IN SECTION 7, BLOCK JS, LUBBOCK COUNTY, TEXAS AS DESCRIBED IN COUNTY CLERK FILE NUMBER 2016013473 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS; WHICH ARE MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Passed by the City Council on second reading this \_\_\_\_ day of \_\_\_\_\_, 2021.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Michael S. Keenum

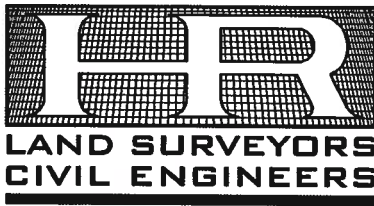
Michael Keenum, P.E., Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

Ryan Brooke

Ryan Brooke, Assistant City Attorney

Ord.A&C-Drainage Easements-Section 7, Block JS, Spanish Bit Court  
6.15.21



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

## EXHIBIT "A"

METES AND BOUNDS DESCRIPTION of a portion of Lot 26, Spanish Bit Court, a subdivision located in Section 7, Block JS, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded under County Clerk File Number 2016013471 of the Official Public Records of Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set in the West right-of-way line of North Private Road 1720, granted by plat recorded under County Clerk File Number (CCFN) 2016013471 of the Official Public Records of Lubbock County, Texas (OPRLCT), for the most Easterly Southeast corner of Lot 56, said Spanish Bit Court, for the Southwest corner of this tract;

THENCE N. 01°47'44" E. along the West right-of-way line of said North Private Road 1720 and the Eastern boundary of said Lot 56, a distance of 31.10 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for a point of curvature;

THENCE Northeasterly, continuing along said West right-of-way line, along the Eastern boundary of said Lot 56 and the Southern boundary of Lot 57, said Spanish Bit Court, along a curve to the right, said curve having a radius of 67.00 feet, a central angle of 90°00'00", a chord distance of 94.75 feet and a chord bearing of N. 46°47'44" E. to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for a point of tangency in the North right-of-way line of Private Road 6440, granted by plat recorded under CCFN 2016013471, OPRLCT;

THENCE S. 88°12'16" E., along the North right-of-way line of said Private Road 6440, continuing along the Southern boundary of said Lot 57, and the Southern boundary of Lot 58, said Spanish Bit Court, a distance of 142.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Southeast corner of said Lot 58 and the Northeast corner of this tract;

THENCE S. 01°47'44" W. a distance of 52.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set in the South right-of-way line of said Private Road 6440 for the Northeast corner of Lot 31, said Spanish Bit Court and the Southeast corner of this tract;

THENCE N. 88°12'16" W., along the South right-of-way line of said Private Road 6440 and the Northern boundary of said Lot 31, a distance of 142.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the most Northerly Northwest corner of said Lot 31;

THENCE S. 46°47'44" W., continuing along the said South right-of-way line and the Northern boundary of said Lot 31, a distance of 21.21 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set in the East right-of-way line of said Private Road 1720 for the most Westerly Northwest corner of said Lot 31;

THENCE S. 01°47'44" W., along the East right-of-way line of said North Private Road 1720 and the Western boundary of said Lot 31, a distance of 31.10 feet to a point;

THENCE N. 88°12'16" W. a distance of 52.00 feet to the Point of Beginning.

Contains 0.2850 acres

Bearings relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, (2011, epoch 2010.0).

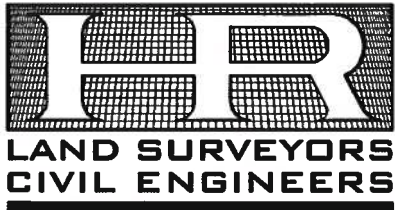
Surveyed on the ground,

April 30, 2015

February 22, 2021 – revised to update recording information

Robert A. Christopher  
Registered Professional Land Surveyor No. 5167  
Licensed State Land Surveyor State of Texas





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

**EXHIBIT "A"**

All of that drainage easement located in Section 7, Block JS, Lubbock County Texas, as recorded under County Clerk File Number 2016013473 of the Official Public Records of Lubbock County, Texas

CITY OF LUBBOCK *Hugo Reed Assoc.*  
PLANNING DEPARTMENT COUNTER FILING  
P.O. BOX 2000  
LUBBOCK, TEXAS 79457

2018013473 4 PGS EASE



THE STATE OF TEXAS )  
 )  
COUNTY OF LUBBOCK )

**DRAINAGE EASEMENT**

That PRINCESS LAND CO., L.P., a Texas Limited Partnership, herein called "GRANTOR", for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) to GRANTOR in hand paid by the CITY OF LUBBOCK, A Home Rule Municipal Corporation of Lubbock County, Texas, and the COUNTY OF LUBBOCK, TEXAS, the receipt and sufficiency of which is hereby acknowledged and confessed, and for the further good and valuable consideration in benefits accruing and to accrue to the remainder of GRANTOR's property, has by these presents GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL AND CONVEY unto the CITY OF LUBBOCK, its legal representatives, successors and assigns, for the use of the public as a perpetual and permanent drainage easement, the free and uninterrupted use, liberty of passage in, on, along, over, upon, under and across all that property lying and being situated in Lubbock County, Texas, and being more particularly described as follows, to-wit:

**METES AND BOUNDS DESCRIPTION** of a 2.245 acre tract of land being a portion of a 77.691 acre tract of land as described under County Clerk File Number (CCFN) 2015040748 of the Official Public Records of Lubbock County, Texas (OPRLCT), located in Section 7, Block JS, Lubbock County, Texas, being further described as follows:

**BEGINNING** at a 1/2" iron rod with cap set for the Northwest corner of this tract which bears N. 88°12'16" W. a distance of 3663.18 feet and N. 01°47'44" E. a distance of 2316.00 feet from the Southeast corner of Section 7, Block JS, Lubbock County, Texas;

**THENCE** S. 88°12'16" E. a distance of 1241.00 feet to an 80 penny nail set for a point of curvature;

**THENCE** Southeasterly, along a curve to the right, said curve having a radius of 67.00 feet, a central angle of 31°15'17", tangent lengths of 18.74 feet, a chord distance of 36.10 feet and a chord bearing of S. 72°34'37" E. to an 80 penny nail set for a point of intersection;

**THENCE** N. 33°03'01" E. a distance of 50.00 feet to an 80 penny nail set for a corner of this tract;

**THENCE** S. 88°12'16" E. a distance of 50.00 feet to an 80 penny nail set in the Eastern boundary of said 77.691 acre tract for the Northeast corner of this tract;

**THENCE S. 01°47'44" W., along the Eastern boundary of said 77.691 acre tract, at 76.50 feet pass a point for a corner of said 77.691 acre tract, continuing for a total distance of 126.50 feet to an 80 penny nail set for a corner of this tract;**

**THENCE N. 88°12'16" W. a distance of 33.70 feet to an 80 penny nail set for a corner of this tract;**

**THENCE S. 01°47'44" W. a distance of 562.97 feet to a point for the Southeast corner of this tract;**

**THENCE N. 64°43'17" W. a distance of 16.95 feet to a 1/2" iron rod with cap set for a point of intersection;**

**THENCE Northeasterly, along a curve to the left, said curve having a radius of 67.00 feet, a central angle of 23°28'59", tangent lengths of 13.93 feet, a chord distance of 27.27 feet and a chord bearing of N. 13°32'14" E. to a 1/2" iron rod with cap set for a point of tangency;**

**THENCE N. 01°47'44" E. a distance of 278.00 feet to a 1/2" iron rod with cap set for a corner of this tract;**

**THENCE N. 88°12'16" W. a distance of 62.00 feet to an 80 penny nail set for a corner of this tract;**

**THENCE N. 01°47'44" E. a distance of 288.00 feet to an 80 penny nail set for a corner of this tract;**

**THENCE N. 43°12'16" W. a distance of 7.07 feet to an 80 penny nail set for a corner of this tract;**

**THENCE N. 88°12'16" W. a distance of 1241.00 feet to a 1/2" iron rod with cap set for a corner of this tract;**

**THENCE N. 01°47'44" E. a distance of 52.00 feet to the Point of Beginning.**

**Bearings Relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, (2011, epoch 2010.0)**

**Contains 97,813 square feet.**

SO LONG AS the public continues to use said property for the purposes herein stated, said easement includes, but is not limited to, the free and uninterrupted use, liberty and privilege of passage in, along, over, across, under, upon and against the hereinabove described land for the purpose of constructing, reconstructing, maintaining, repairing, cleaning and clearing said premises



for the free and unobstructed drainage of surface waters; together with the right of ingress, egress and regress for such purposes in, on, along, through and across all the property above described.

It is hereby covenanted and agreed that the CITY OF LUBBOCK and the COUNTY OF LUBBOCK, TEXAS, are hereby granted and retain and reserve the right to set and determine the drainage grade and direction of flow of surface waters on the real estate above described and buildings or like permanent structures shall not be erected, built, constructed or allowed to be ~~erected, built or constructed~~ in, upon, over, along or across the real estate above described, and if such erection, building or construction does occur in violation of this prohibition, the CITY OF LUBBOCK and the COUNTY OF LUBBOCK, TEXAS, shall have the right to remove said building or structure from the aforesaid real estate.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, perpetually unto the CITY OF LUBBOCK, and the COUNTY OF LUBBOCK, TEXAS, its successors and assigns, for so long as the CITY OF LUBBOCK and the COUNTY OF LUBBOCK, TEXAS, use the same for the purposes herein granted.

FIRST BANK & TRUST, of Lubbock, Texas, holder of liens of record against the above-described property, joins in this dedication for the sole purpose of showing its assent thereto and that it has no objections to the designation of said property, and it hereby releases its liens upon the above-described property, in accordance with the dedication deed.

EXECUTED this 26<sup>th</sup> day of February, 2016.

**PRINCESS LAND CO., L.P., a Texas Limited Partnership**

By: **PRINCESS LAND MANAGEMENT, LLC, a Texas Limited Liability Company, as General Partner**

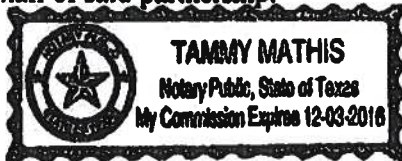
By:   
Tim Collins, Director/President

**FIRST BANK & TRUST**

By:   
Greg Garland, President

STATE OF TEXAS       )  
COUNTY OF LUBBOCK   )

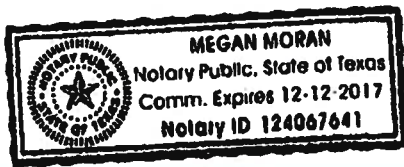
This instrument was acknowledged before me on the 26<sup>th</sup> day of February, 2016, by TIM COLLINS, as Director/President of PRINCESS LAND MANAGEMENT, LLC, a Texas Limited Liability Company, as General Partner of PRINCESS LAND CO., L.P., a Texas Limited Partnership, on behalf of said partnership.



Tammy Mathis  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS       )  
COUNTY OF LUBBOCK   )

This instrument was acknowledged before me on this 24 day of February, 2016, by GREG GARLAND, as President of FIRST BANK & TRUST, a Texas banking corporation, on behalf of said corporation.



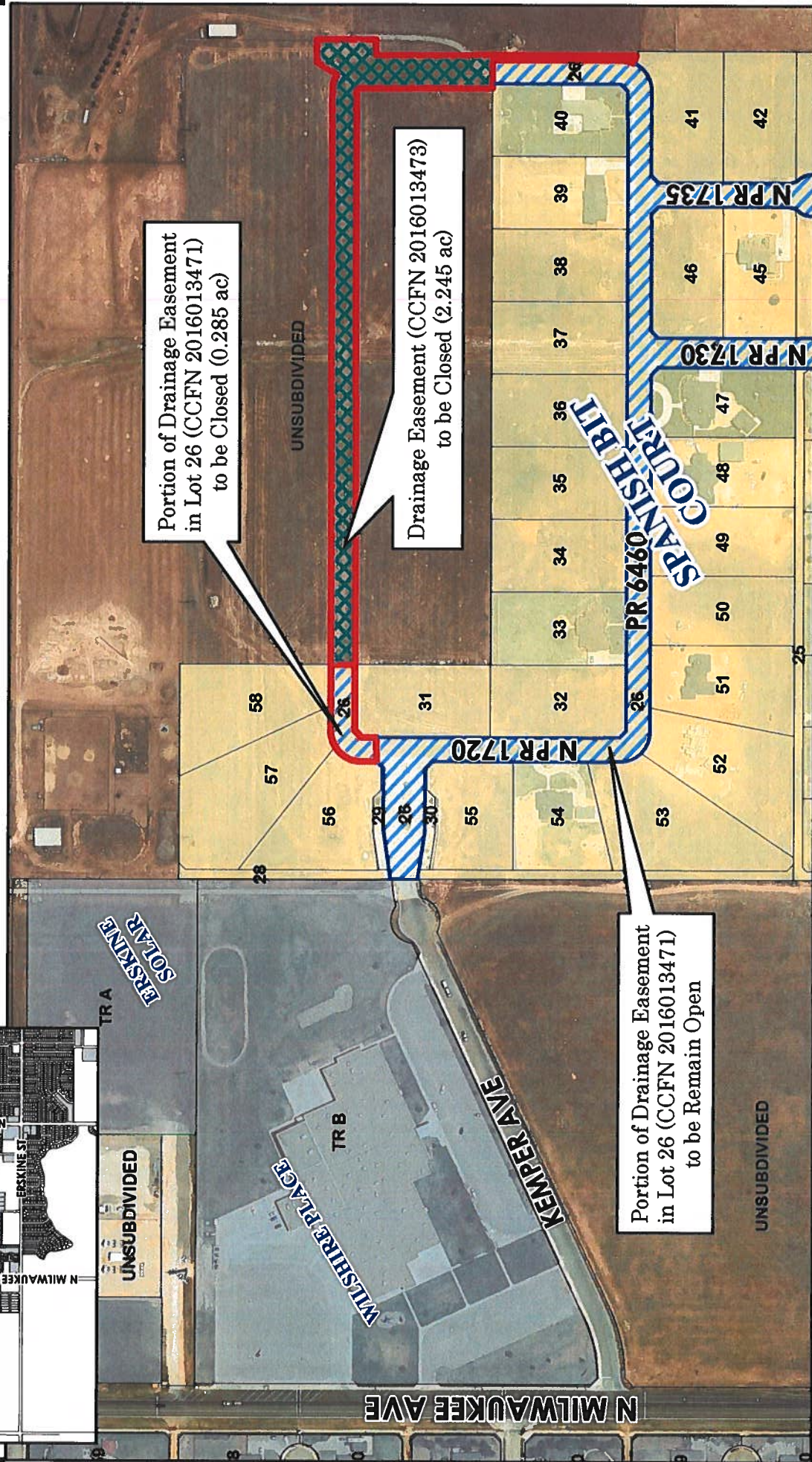
Megan Moran  
NOTARY PUBLIC, STATE OF TEXAS

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS



Kelly Pinion  
Kelly Pinion, County Clerk  
Lubbock County, TEXAS  
04/26/2016 01:34 PM  
FEE: \$35.00  
2016013473





As required by Chapter 2051, Geospatial Data Products of the Government Code, this product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



## Regular City Council Meeting

6. 10.

Meeting Date: 06/22/2021

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### Information

#### Agenda Item

**Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Contract 15803, with Rink's Lease Service, Inc., for construction services associated with the Annexation Water Lines - Alcove project.

#### Item Summary

The purpose of this project is to install 12-inch and 16-inch waterlines along Alcove Avenue, Upland Avenue, 66th Street, and 50th Street. This project will provide fire protection for structures inside the city limits, as well as loop the existing water system in the area which will increase the water systems reliability.

In response to RFP-20-15803-JM, four proposals were received on May 21, 2021, with the following amounts.

Contractor	Amount
Bo Simon, Inc. of Canyon, Texas	\$2,683,238.50
Rink's Lease Service, Inc., Levelland, Texas	\$2,939,093.50
MH Civil Constructors, Inc., Amarillo, Texas	\$3,790,910.00
Utility Contractors of America, Lubbock, Texas	\$3,939,579.50

The proposals were evaluated using the following criteria: 60 Points for Price, 25 Points for Contractor Qualifications, 5 Points for Safety Record Questionnaire, and 10 Points for Construction Time. A four-member committee evaluated the proposals and the following ranking was obtained.

Contractor	Points out of 400
Rink's Lease Service, Inc., Levelland, Texas	363.12 Points
Bo Simon, Inc. of Canyon, Texas	334.88 Points
Utility Contractors of America, Lubbock, Texas	314.32 Points
MH Civil Constructors, Inc., Amarillo, Texas	314.26 Points

Staff and the Evaluation Committee recommend award of the unit price contract to the highest ranked proposal, Rink's Lease Service, Inc. of Levelland, Texas, for \$2,939,093.50. Time for substantial completion is 270 calendar days from the Notice to Proceed. The contract is awarded by the unit price and actual expenditures may be more or less depending on field conditions.

#### Fiscal Impact

This contract is in the amount of \$2,939,093.50, and is funded in Capital Improvements Project 92585, Annexation Water Lines for fire protection.

**Staff/Board Recommending**

Jesica McEachern, Assistant City Manager  
Mike Keenum, Division Director of Engineering

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**Attachments**

- Resolution
  - Construction Contract
  - Location Map - Alternate 2
  - Location Map - Alternate 1
  - Budget Detail
  - CIP Detail
  - Project Summary Report
-



**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, Public Works Contract No. 15803 for Annexation Water Lines - Alcove as per RFP 21-15803-JM, by and between the City of Lubbock and Rink's Lease Service, Inc., of Levelland, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
DANIEL M. POPE, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Jessica McEachern, Assistant City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kelli Leisure, Assistant City Attorney

**REVISED:**

**PROPOSAL SUBMITTAL FORM  
EXTENDED COST PROPOSAL CONTRACT**

DATE: May 21, 2021

PROJECT NUMBER: **RFP 21-15803-JM Annexation Water Lines - Alcove**

Proposal of ZINK'S LEASE SERVICE, INC. (hereinafter called Offeror)

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

Ladies and Gentlemen:

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

ITEM	DESCRIPTION	QTY (+/-)	U/M	UNIT COST	EXTENDED COST
<b>Base Bid: W-1, W-2, W-3, W-4, W-5, and W-6</b>					
<b>General</b>					
1.	<b>Mobilization/Demobilization -</b> Contractor mobilization including move-in and move-out cost from each site location.	1	LS	70,000.00	70,000.00
2.	<b>Provide and maintain a SWPPP -</b> Including preparation, NOI, NOT, and all other work considered incidental to this item.	1	LS	10,000.00	10,000.00
3.	<b>Provide and maintain a Traffic Control Plan -</b> Preparation, approval from COL Traffic Engineering to all sites, and all other work considered incidental to this item.	1	LS	17,400.00	17,400.00
4.	<b>Trench Safety -</b> Complete and in place.	21,758	LF	1.50	32,637.00

ITEM	DESCRIPTION	QTY (+/-)	U/M	UNIT COST	EXTENDED COST
<b>Street Repair</b>					
5.	<b>Removal and repair asphalt paving</b> , including all material, equipment and labor to perform sub grade compaction and testing. HMAC installation per Specifications and all other work considered incidental to this item.	60	SY	165.00	9,900.00
6.	<b>Gravel driveway repair</b> , including all material, equipment and labor to perform sub grade compaction and testing. Flex Base installation per Specifications and all other work considered incidental to this item.	15	EA	500.00	7,500.00
7.	<b>Concrete curb and gutter repair</b> , including all material, equipment and labor to perform sub grade compaction and testing. Installation per Specifications, including required ADA accommodations, and all other work considered incidental to this item.	10	SY	400.00	4,000.00
8.	<b>Flowable backfill as approved</b> , complete and in place per Specifications.	30	CY	210.00	6,300.00

ITEM	DESCRIPTION	QTY (+/-)	U/M	UNIT COST	EXTENDED COST
<b>Water System Improvements</b>					
9.	<b>Furnish and install 6" C-900 DR-18 approved water pipe in open cut trench, backfilled to 95% compaction, and tested as herein specified, including all fittings, equipment, tools, and labor to perform work.</b>	244	LF	27.00	6,588.00
10.	<b>Furnish and install 8" C-900 DR-18 approved water pipe in open cut trench, backfilled to 95% compaction, and tested as herein specified, including all fittings, equipment, tools, and labor to perform work.</b>	52	LF	50.00	2,600.00
11.	<b>Furnish and install 16" steel encasement with 8" C-900 DR-18 pvc pipe by bore, provide all casing spacers and backfilled to 95% compaction, and tested as herein specified, including all fittings, equipment, tools, and labor to perform work, as herein specified.</b>	33	LF	225.00	7,425.00
12.	<b>Furnish and install 10" C-900 DR-18 approved water pipe in open cut trench, backfilled to 95% compaction, and tested as herein specified, including all fittings, equipment, tools, and labor to perform work.</b>	53	LF	64.00	3,392.00
13	<b>Furnish and install 16" steel encasement with 10" C-900 DR-18 pvc pipe by bore, provide all casing spacers and backfilled to 95% compaction, and tested as herein specified, including all fittings, equipment, tools, and labor to perform work, as herein specified.</b>	33	LF	240.00	7,920.00

14.	<b>Furnish and install 12" C-900 DR-18 approved water pipe in open cut trench, backfilled to 95% compaction, and tested as herein specified, including all fittings, equipment, tools, and labor to perform work.</b>	13,709	LF	58.00	795,122.0
15.	<b>Furnish and install 12" C-900 DR-18 approved water pipe by means other than open cut as herein specified, including all fittings, equipment, tools, and labor to perform work.</b>	220	LF	80.00	17,600.0
16.	<b>Furnish and install 20" steel encasement with 12" C-900 DR-18 pvc pipe by bore, provide all casing spacers and backfilled to 95% compaction, and tested as herein specified, including all fittings, equipment, tools, and labor to perform work, as herein specified.</b>	334	LF	367.00	122,578.0
17.	<b>Furnish and install 16" C-900 DR-18 approved water pipe in open cut trench, backfilled to 95% compaction, and tested as herein specified, including all fittings, equipment, tools, and labor to perform work.</b>	7,700	LF	93.00	716,100.0
18.	<b>Tie to existing water line as herein specified, including all equipment, tools, and labor to perform work.</b>	9	EA	1,750.00	15,750.00
19.	<b>Furnish and install 6" gate valve and box as herein specified, including all equipment, tools, and labor to perform work.</b>	15	EA	1,440.00	21,600.0



20.	<b>Furnish and install 8" gate valve and box</b> as herein specified, including all equipment, tools, and labor to perform work.	1	EA	1,900.00	1,900.00
21.	<b>Furnish and install 10" gate valve and box</b> as herein specified, including all equipment, tools, and labor to perform work.	1	EA	2,800.00	2,800.00
22.	<b>Furnish and install 12" gate valve and box</b> as herein specified, including all equipment, tools, and labor to perform work.	23	EA	3,275.00	75,325.00
23.	<b>Furnish and install 16" gate valve and box</b> as herein specified, including all equipment, tools, and labor to perform work.	12	EA	8,470.00	101,640.00
24.	<b>Furnish and install 10" x 12" Tapping Sleeve and Valve</b> as herein specified, including all equipment, tools, and labor to perform work.	1	EA	5,770.00	5,770.00
25.	<b>Furnish and install 12" x 16" Tapping Sleeve and Valve</b> as herein specified, including all equipment, tools, and labor to perform work.	1	EA	7,000.00	7,000.00
26.	<b>Furnish and install Fire Hydrant</b> , as herein specified, including all fittings, equipment, tools, and labor to perform work. Remove and salvage existing Fire Hydrant.	15	EA	3,250.00	48,750.00
27.	<b>Furnish and install 12" air relief valve</b> as herein specified, including all equipment, tools, and labor to perform work.	5	EA	15,425.00	77,125.00

28.	<b>Furnish and install sign at Railroad ROW Boundary</b> as herein specified, including all equipment, tools, and labor to perform work.	2	EA	600.00	12,000.00
29.	<b>Railroad Coordination</b> - All items necessary for compliance with Lubbock and Western Railway permit, including but not limited to, insurance, inspection, and flagmen requirements.	1	LS	15,000.00	15,000.00
30.	<b>Furnish and install 16" C-900 DR-18 approved water pipe by means other than open cut</b> as herein specified, including all fittings, equipment, tools, and labor to perform work.	290	LF	110.00	31,900.00
<b>Total Base Bid (Items 1-30)</b>				2,242,822.00	

ITEM	DESCRIPTION	QTY (+/-)	U/M	UNIT COST	EXTENDED COST
<b>Alternate 1: W-7</b>					
1a	<b>Trench Safety</b> - Complete and in place.	1,406	LF	4.00	5,624.00
2a	<b>Provide and maintain a Traffic Control Plan</b> - Preparation, approval from COL Traffic Engineering to all sites, and all other work considered incidental to this item.	1	LS	3,750.00	3,750.00
3a	<b>Furnish and install 6" C-900 DR-18 approved water pipe in open cut trench</b> , backfilled to 95% compaction, and tested as herein specified, including all fittings, equipment, tools, and labor to perform work.	7	LF	100.00	700.00
4a	<b>Furnish and install 12" C-900 DR-18 approved water pipe in open cut trench</b> , backfilled to 95% compaction, and tested as herein specified, including all fittings, equipment, tools, and labor to perform work.	1,399	LF	61.00	85,339.00
5a	<b>Furnish and install 20" steel encasement with 12" C-900 DR-18 pvc pipe by bore</b> , provide all casing spacers and backfilled to 95% compaction, and tested as herein specified, including all fittings, equipment, tools, and labor to perform work, as herein specified.	603	LF	372.00	224,316.00

6a	<b>Furnish and install sign at Railroad ROW Boundary</b> as herein specified, including all equipment, tools, and labor to perform work.	2	EA	600.00	1,200.00
7a	<b>Furnish and install 6" gate valve and box</b> as herein specified, including all equipment, tools, and labor to perform work.	1	EA	1,440.00	1,440.00
8a	<b>Furnish and install 12" gate valve and box</b> as herein specified, including all equipment, tools, and labor to perform work.	3	EA	3,275.00	9,825.00
9a	<b>Flowable backfill as approved</b> , complete and in place per Specifications.	280	CY	210.00	58,800.00
10a	<b>Removal and repair asphalt paving</b> , including all material, equipment and labor to perform sub grade compaction and testing. HMAC installation per Specifications and all other work considered incidental to this item.	40	SY	165.00	6,600.00
11a	<b>Concrete curb and gutter repair</b> , including all material, equipment and labor to perform sub grade compaction and testing. Installation per Specifications and all other work considered incidental to this item.	10	SY	400.00	4,000.00
12a	<b>Railroad Coordination</b> - All items necessary for compliance with Lubbock and Western Railway permit, including but not limited to, insurance, inspection, and flagmen requirements.	1	LS	15,000.00	15,000.00
<b>Alternate 1 Bid (Items 1a-12a)</b>				<b>416,594.00</b>	

ITEM	DESCRIPTION	QTY (+/-)	U/M	UNIT COST	EXTENDED COST
<b>Alternate 2: W-8, W-9 (Pine Hills)</b>					
1b	<b>Mobilization/Demobilization</b> - Contractor mobilization including move-in and move-out cost from each site location.	1	LS	8,600.00	8,600.00
2b	<b>Provide and maintain a SWPPP</b> - Including preparation, NOI, NOT, and all other work considered incidental to this item.	1	LS	2,500.00	2,500.00
3b	<b>Provide and maintain a Traffic Control Plan</b> - Preparation, approval from COL Traffic Engineering to all sites, and all other work considered incidental to this item.	1	LS	8,700.00	8,700.00
4b	<b>Trench Safety</b> - Complete and in place.	3,777	LF	1.50	5,665.50
5b	<b>Furnish and install 6" C-900 DR-18 approved water pipe in open cut trench</b> , backfilled to 95% compaction, and tested as herein specified, including all fittings, equipment, tools, and labor to perform work.	42	LF	36.00	1,512.00
6b	<b>Furnish and install 8" C-900 DR-18 approved water pipe in open cut trench</b> , backfilled to 95% compaction, and tested as herein specified, including all fittings, equipment, tools, and labor to perform work.	3,695	LF	36.00	133,020.00
7b	<b>Furnish and install 8" C-900 DR-18 approved water pipe by means other than open cut</b> as herein specified, including all fittings, equipment, tools, and labor to perform work.	580	LF	53.00	30,740.00

8b	<b>Furnish and install 10" C-900 DR-18 approved water pipe in open cut trench, backfilled to 95% compaction, and tested as herein specified, including all fittings, equipment, tools, and labor to perform work.</b>	40	LF	79.00	3,160.00
9b	<b>Furnish and install 16" steel encasement with 8" C-900 DR-18 pvc pipe by bore, provide all casing spacers and backfilled to 95% compaction, and tested as herein specified, including all fittings, equipment, tools, and labor to perform work, as herein specified.</b>	43	LF	225.00	9,675.00
10b	<b>Furnish and install 6" gate valve and box as herein specified, including all equipment, tools, and labor to perform work.</b>	7	EA	1,440.00	10,080.00
11b	<b>Furnish and install 8" gate valve and box as herein specified, including all equipment, tools, and labor to perform work.</b>	7	EA	1,900.00	13,300.00
12b	<b>Furnish and install 10" gate valve and box as herein specified, including all equipment, tools, and labor to perform work.</b>	2	EA	2,800.00	5,600.00
13b	<b>Furnish and install 6" x 6" Cut-in Tee as herein specified, including all equipment, tools, and labor to perform work.</b>	1	EA	2,675.00	2,675.00
14b	<b>Furnish and install Fire Hydrant, as herein specified, including all fittings, equipment, tools, and labor to perform work. Remove and salvage existing Fire Hydrant.</b>	6	EA	3,250.00	19,500.00
15b	<b>Removal and repair asphalt paving, including all material, equipment and labor to perform sub grade compaction and testing. HMAC installation per Specifications and all other work considered incidental to this item.</b>	50	SY	165.00	8,250.00

16b	Gravel driveway repair, including all material, equipment and labor to perform sub grade compaction and testing. Flex Base installation per Specifications and all other work considered incidental to this item.	4	EA	500.00	2,000.00
17b	Flowable backfill as approved, complete and in place per Specifications.	70	CY	210.00	14,700.00
Alternate 2 Bid (Items 1b-17b)				279,677.50	

**Total bid: \$2,939,093.50**

**PROPOSED CONSTRUCTION TIME:**

**1. Contractors proposed CONSTRUCTION TIME for completion:**

**TOTAL CONSECUTIVE CALENDAR DAYS:** 270 (to Substantial Completion)

**TOTAL CONSECUTIVE CALENDAR DAYS:** 300 (to Final Completion)

**(not to exceed 300 consecutive calendar days to Substantial Completion / 330 consecutive calendar days to Final Completion).**

Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to **substantially complete** the project within **300 Consecutive Calendar Days** with **final completion** within **330 Consecutive Calendar Days** as stipulated in the specification and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages in the sum of \$300 for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of \$300 for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

Offeror understands and agrees that this proposal submittal shall be completed and submitted in accordance with instruction number 28 of the General Instructions to Offerors. Offeror understands that the Owner reserves the right to reject any or all proposals and to waive any formality in the proposing. The Offeror agrees that this proposal shall be good for a period of **sixty (60)** calendar days after the scheduled closing time for receiving proposals.

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

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

 Offeror's Initials



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

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

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

Date: MAY 21, 2021

[Signature]  
Authorized Signature

(Seal if Offeror is a Corporation)

[Signature]  
Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 5-14-21  
Addenda No. 2 Date 5-14-21  
Addenda No. 3 Date 5-18-21  
Addenda No. 4 Date 5-18-21

(Printed or Typed Name)

RINK'S LEASE SERVICE, INC  
Company  
PO BOX 456 1707 FM 300  
Address  
LEVELLAND, HOCKLEY  
City, County  
TX, 79336  
State Zip Code  
Telephone: 806 - 894-7415

M/WBE Firm:

<input checked="" type="checkbox"/>	Woman	<input type="checkbox"/>	Black American	<input type="checkbox"/>	Native American
<input checked="" type="checkbox"/>	Hispanic American	<input type="checkbox"/>	Asian Pacific American	<input type="checkbox"/>	Other (Specify)



# Annexation Water Lines Project - Alcove Alternate 2 (W-8 through W-9)



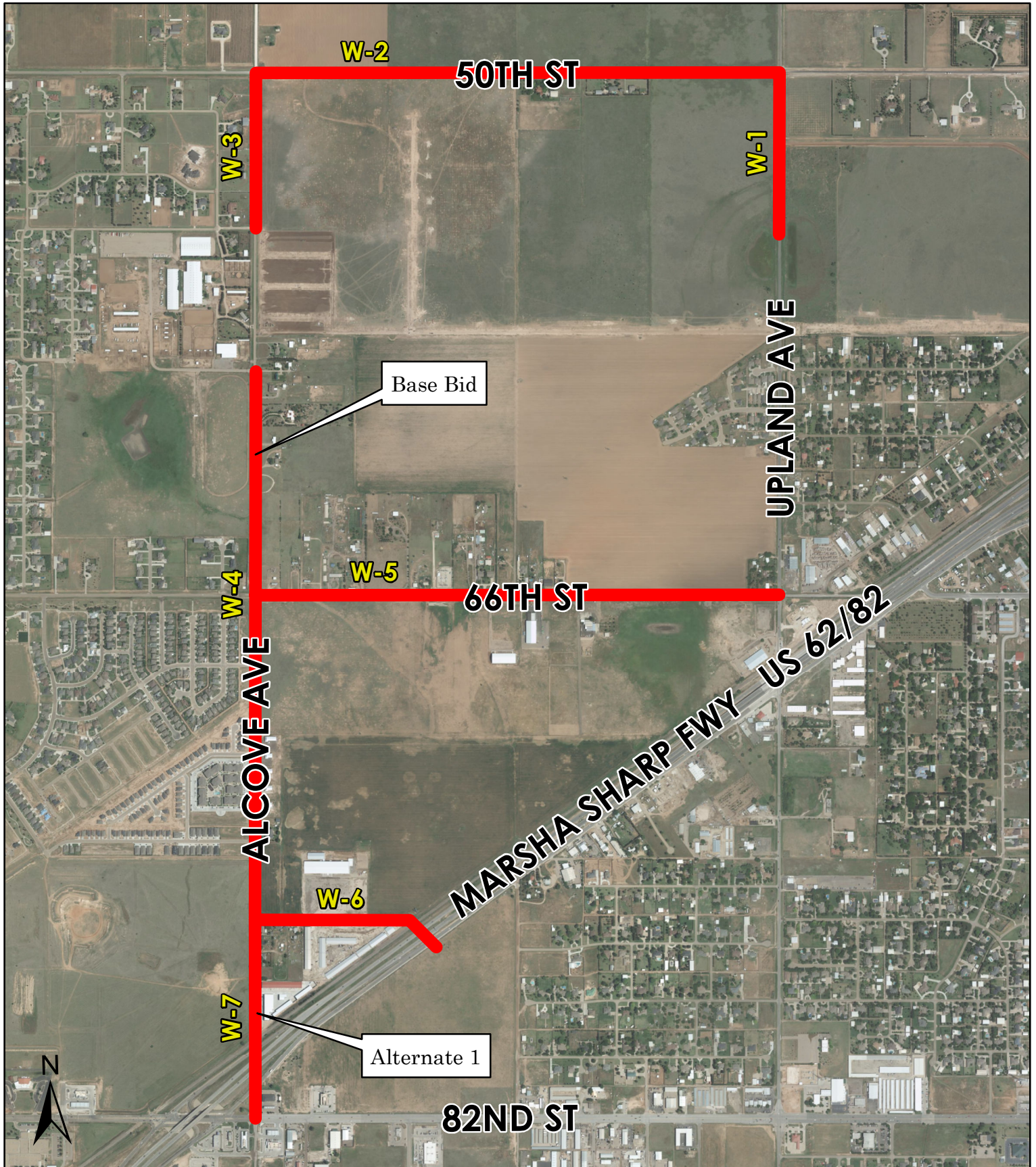
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# Annexation Water Lines Project - Alcove

## Base Bid Plus Alternate 1 (W-1 through W-6 plus W-7)



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**City of Lubbock, TX  
Capital Project  
Project Cost Detail  
June 22, 2021**

Capital Project Number: 92585  
Capital Project Name: Annexation Water Lines for Fire Protection

<i>Encumbered/Expended</i>	<u><b>Budget</b></u>
City of Lubbock staff time	\$ 78,604
Professional Services	453
Parkhill, Smith & Cooper Survey Contract 14490	36,975
Hugo Reed and Associates Survey Contract 14491	98,925
Hugo Reed and Associates Survey Contract 15223	35,900
In-House JO 119035 - UCA Annexation Extension	363,138
Rinks Lease Service, Inc. Contract 15336	1,947,070
Omega Rail Management	18,450

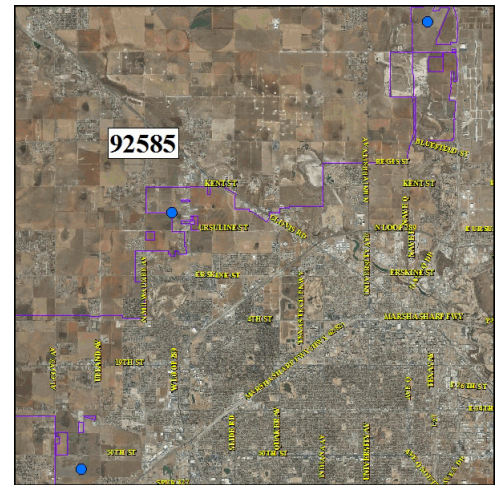
*Agenda Item June 22, 2021*

Rinks Lease Service, Inc. Contract 15803	<u>2,939,094</u>
<b><i>Encumbered/Expended to Date</i></b>	<u><b>5,518,608</b></u>

*Estimated Costs for Remaining Appropriation*

Annexation Water Lines Construction	<u>981,392</u>
<b><i>Remaining Appropriation</i></b>	<u><b>981,392</b></u>
<b>Total Appropriation To Date</b>	<u><b>\$ 6,500,000</b></u>



Managing Department **Public Works Engineering**Project Manager **Josh Kristinek**Project Classification **Infrastructure Improvements**Project Status **Approved***Project Scope*

This project will provide fire hydrant coverage for Annexation areas H, F and E located in West, Northwest and North Lubbock.

*Project Justification*

The Annexation and Growth committee has identified 3 areas outside of the City Limits which are currently being reviewed for annexation. The annexation plan allows for 2.5 years to have fire coverage through fire hydrants.

In-House design for the Interstate I-27 and Frankford Avenue annexation corridor has been completed with bidding taking place late spring 2020.

*Project History*

\$8,265,000 was appropriated in the FY 2018-19 Budget, Ord. No. 2018-00109, October 1, 2018.

Reduced appropriated by \$1,765,000 on 1/31/19 per BCR 1819-06.

Appropriation Detail	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	
Construction	6,357,500	0	0	0	0	0	0	6,357,500
Design and Engineering	142,500	0	0	0	0	0	0	142,500
<b>Total Project Appropriation</b>	<b>6,500,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,500,000</b>

Funding Detail	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	
FY 2019 Water/Wastewater Revenue CO's	6,500,000	0	0	0	0	0	0	6,500,000
<b>Total Funding Sources</b>	<b>6,500,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,500,000</b>

Operating Budget Impact	Unappropriated Planning Years						Total Impact
	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	
No Impact Anticipated	0	0	0	0	0	0	0
<b>Total Operating Budget Impact</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



## **Purchasing and Contract Management**

### **Project Summary**

#### **RFP 21-15803– JM Annexation Water Lines - Alcove**

Notice was published in the Lubbock Avalanche Journal on April 26, 2021 and May 3, 2021.

Notice was published on Electronic State Business Daily (ESBD) State of Texas Bid Opportunities webpage.

Notice was published on the Purchasing Web Site under Bid Opportunities.

Notice was published on BidSync.com & Bonfire from April 28, 2021 to May 21, 2021.

4 individuals attend the pre-conference meeting.

32 vendors viewed using BidSync.com & Bonfire.

32 vendors downloaded the documents.

10 vendors were notified separately.

4 vendor(s) submitted a proposals.



## Regular City Council Meeting

6. 11.

Meeting Date: 06/22/2021

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### Information

#### Agenda Item

**Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Contract 15757, with Freese and Nichols, Inc., for design services for the Lift Station 34 Rehabilitation Capital Improvements Project.

#### Item Summary

The 2020 Wastewater Collection Master Plan determined that Lift Station 34 no longer meets the current Texas Commission on Environmental Quality (TCEQ) standards for structural, mechanical, electrical, and Supervisory Control and Data Acquisition (SCADA) systems. In addition, the lift station site is located in a residential neighborhood, and it has generated numerous noise and odor complaints from nearby residents.

On February 9, 2021, the City of Lubbock released a Request for Qualification seeking proposals from qualified engineering firms for performing design and bid phase services for the rehabilitation of Lift Station 34, Capital Improvements Project (CIP) 92591. In response to RFQ-21-15757-MA, two Statements of Qualification were received on February 24, 2021. The scope of this professional services contract will include preliminary and final design, and bid phase services for the rehabilitation of Lift Station 34.

The Statements of Qualification were evaluated using the following criteria: 30 points for Project Team Qualifications, 30 points for Experience on Similar Projects, 30 points for Project Approach, and 10 points for Overall Responsiveness. A 4-member committee evaluated the Statements of Qualification and the following ranking was obtained.

Engineering Firms	Points
Freese and Nichols, Inc., Lubbock, Texas	367
Kimley-Horn and Associates, Inc., Lubbock, Texas	353

Staff and the Evaluation Committee recommend award of the contract to the highest ranked engineering firm, Freese and Nichols, Inc., of Lubbock, Texas, in the amount of \$183,798. Time for substantial completion is 540 calendar days from the Notice to Proceed for the Engineer to perform preliminary and final design as well as provide bid phase services.

#### Fiscal Impact

This contract is in the amount of \$183,798, and is funded in CIP 92591, Lift Station Rehabilitation, 2021.

#### Staff/Board Recommending

Jesica McEachern, Assistant City Manager  
Mike Keenum, Division Director of Engineering

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**Attachments**

- Resolution
  - Professional Service Contract
  - Location Map
  - CIP Spreadsheet
  - CIP Detail
  - Project Summary Report
-



**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, Professional Services Agreement Contract No. 15757 for Lift Station 34 Rehabilitation Capital Improvements Project, by and between the City of Lubbock and Freese and Nichols, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
DANIEL M. POPE, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Jessica McEachern, Assistant City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Amy L. Sims, Deputy City Attorney

## **PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 15757 is entered into this \_\_\_\_ day of June 2021, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Freese and Nichols, Inc., (the "Engineer"), a Texas corporation.

### **WITNESSETH**

**WHEREAS**, The City desires to contract with the Engineer to provide professional services for Lift Station 34 Rehabilitation Capital Improvements Project, (the "Activities"); and

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

**WHEREAS**, the City desires to contract with the Engineer to provide professional services related to the Activities, and Engineer desires to provide the Services related to same.

**NOW THEREFORE**, for and in consideration of the terms, covenants and conditions set forth in this Agreement, the City and the Engineer hereby agree as follows:

### **ARTICLE I. TERM**

The term of this Agreement commences on the Effective Date and continues without interruption for a term of 540 days. If the Engineer determines that additional time is required to complete the Services, the City Engineer, may, but is not obligated to, in his or her discretion, execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of the consideration must be approved by the City acting through its governing body.

## **ARTICLE II. SERVICES AND COMPENSATION**

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

B. The Engineer shall receive as consideration to be paid for the performance of the Services, in an amount not to exceed \$183,798, as set forth in Exhibit "B".

## **ARTICLE III. TERMINATION**

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

B. Termination and Remedies. In the event the Engineer breaches any term and/or provision of this Agreement, the City shall be entitled to exercise any right or remedy available to it by this Agreement, at law, equity, or otherwise, including without limitation, termination of this Agreement and assertion of an action for damages and/or injunctive relief. The exercise of any right or remedy shall not preclude the concurrent or subsequent exercise of any right or remedy and all rights and remedies shall be cumulative.

## **ARTICLE IV. NON - ARBITRATION**

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

## **ARTICLE V. REPRESENTATIONS AND WARRANTIES**

A. Existence. The Engineer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

B. Corporate Power. The Engineer has the corporate power to enter into and perform this Agreement and all other activities contemplated hereby.

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

D. Engineer. The Engineer maintains a professional staff and employs, as needed, other qualified specialists experienced in providing the Services, and is familiar with all laws, rules, and regulations, both state and federal, including, without limitation the applicable laws, regarding the Activities contemplated hereby.

E. Performance. The Engineer will and shall conduct all activities contemplated by this Agreement in accordance with the standard of care, skill and diligence normally provided by a professional person in performance of similar professional services, and comply with all applicable laws, rules, and regulations, both state and federal, relating to professional services, as contemplated hereby.

F. Use of Copyrighted Material. The Engineer warrants that any materials provided by the Engineer for use by City pursuant to this Agreement shall not contain any proprietary material owned by any other party that is protected under the Copyright Act or any other law, statute, rule, order, regulation, ordinance or contractual obligation relating to the use or reproduction of materials. The Engineer shall be solely responsible for ensuring that any materials provided by the Engineer pursuant to this Agreement satisfy this requirement and the Engineer agrees to indemnify and hold City harmless from all liability or loss caused to City or to which City is exposed on account of the Engineer's failure to perform this duty.

## **ARTICLE VI. SCOPE OF WORK**

The Engineer shall accomplish the following: Professional Services related to the Services, as provided in Exhibit "A", attached hereto and made a part hereof.

## **ARTICLE VII. INDEPENDENT CONTRACTOR STATUS**

The Engineer and the City agree that the Engineer shall perform the duties under this Agreement as an independent contractor and shall be considered as independent contractor under this Agreement and/or in its activities hereunder for all purposes. The Engineer has the sole discretion to determine the manner in which the Services are to be performed. During the performance of the Services under this Agreement, the Engineer and the Engineer's employees and/or sub-consultants, will not be considered, for any purpose, employees or agents of the City within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

## **ARTICLE VIII. INSURANCE**

The Engineer shall procure and carry, at its sole cost and expense through the life of this Agreement, except as otherwise provided herein, insurance protection as hereinafter specified, in form and substance satisfactory to the City, carried with an insurance company authorized to transact business in the state of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein. The Engineer shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or sub-consultant of the Engineer to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability and automobile liability coverage for non-owned and hired vehicles with insurance carriers admitted to do business in the state of Texas. The insurance companies must carry a Best's Rating of A-VII or better. Except for Professional Liability, the policies will be written on an occurrence basis, subject to the following minimum limits of liability:

**Commercial General Liability:**

Per Occurrence Single Limit: \$1,000,000

General Aggregate Limit: \$2,000,000

**Professional Liability:**

Combined Single Limit: \$2,000,000

**Automobile Liability:**

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

**Employer's Liability:**

Per Occurrence Single Limit: \$1,000,000

**Worker's Compensation**

Per Occurrence Single Limit: \$500,000

The Engineer shall further cause any approved subcontractor or sub-consultant to procure and carry, during the term of this Agreement, the insurance coverage required of Engineer herein, including without limitation, Professional Liability coverage, protecting the City against losses caused by the professional negligence of the approved subcontractor or sub-consultant. The City shall be listed as a primary and noncontributory additional insured with respect to the Automobile Liability and Commercial General Liability and shall be granted a waiver of subrogation under those policies. The Engineer shall provide a Certificate of Insurance to the City as evidence of coverage.

The Certificate shall provide 30 days' notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy shall be included in the Certificate. The Engineer shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas



Labor Code. Further, the Engineer shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Engineer maintains said coverage. The Engineer may maintain Occupational Accident and Disability Insurance in lieu of Worker's Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City. If at any time during the life of the Agreement or any extension hereof, the Engineer fails to maintain the required insurance in full force and effect, the Engineer shall be in breach hereof and all work under the Agreement shall be discontinued immediately.

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

#### **ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS**

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

The Engineer represents that such services are either under applicable value thresholds or are otherwise exempt from notice and/or bid requirements under Texas Law.

#### **ARTICLE X. CONFIDENTIALITY**

The Engineer shall retain all information received from or concerning the City and the City's business in strictest confidence and shall not reveal such information to third parties without prior written consent of the City, unless otherwise required by law.

## **ARTICLE XI. INDEMNITY**

THE ENGINEER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, RELATED TO OR OCCASIONED BY, THE NEGLIGENT ACTS OF THE ENGINEER, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS AGREEMENT AND/OR THE USE OR OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

## **ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS**

The Engineer shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to the activities under this Agreement, and any amendments thereto.

## **ARTICLE XIII. NOTICE**

A. General. Whenever notice from the Engineer to the City or the City to the Engineer is required or permitted by this Agreement and no other method of notice is provided, such notice shall be given by (1) actual delivery of the written notice to the other party by hand (in which case such notice shall be effective upon delivery); (2) facsimile (in which case such notice shall be effective upon delivery); or (3) by depositing the written notice in the United States mail, properly addressed to the other party at the address provided in this article, registered or certified mail, return receipt requested, in which case such notice shall be effective on the third business day after such notice is so deposited.

B. Engineer's Address. The Engineer's address and numbers for the purposes of notice are:

Freese and Nichols, Inc.  
Nicholas Lester, P.E.  
801 Cherry Street, Suite 2800  
Fort Worth, Texas 76109  
Telephone: 817-735-7393  
Facsimile: 817-735-7491

C. City's Address. The City's address and numbers for the purposes of notice are:

Josh Kristinek, P.E.  
City of Lubbock  
P.O. Box 2000  
1314 Avenue K  
Lubbock, Texas 79457  
Email: jkristinek@mylubbock.us  
Telephone: 806-775-3397

D. Change of Address. Either party may change its address or numbers for purposes of notice by giving written notice to the other party as provided herein, referring specifically to this Agreement, and setting forth such new address or numbers. The address or numbers shall become effective on the 15th day after such notice is effective.

#### **ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES**

Provision of Data. The City shall furnish the Engineer non-confidential studies, reports and other available data in the possession of the City pertinent to the Engineer's Services, so long as the City is entitled to rely on such studies, reports and other data for the performance of the Engineer's Services under this Agreement (the "Provided Data"). The Engineer shall be entitled to use and rely, so long as such reliance is reasonable, upon all such Provided Data.

#### **ARTICLE XV. MISCELLANEOUS**

A. Captions. The captions for the articles and sections in this Agreement are inserted in this Agreement strictly for the parties' convenience in identifying the provisions to this Agreement and shall not be given any effect in construing this Agreement.

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

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

D. Assignability. The Engineer may not assign this Agreement without the prior written approval of the City.

E. Successor and Assigns. This Agreement binds and inures to the benefit of the City and the Engineer, and in the case of the City, its respective successors, legal representatives, and assigns, and in the case of the Engineer, its permitted successors and assigns.

F. Construction and Venue.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT IS PERFORMABLE IN LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

G. Severability. If any provision of this Agreement is ever held to be invalid or ineffective by any court of competent jurisdiction with respect to any person or circumstance, the remainder of this Agreement and the application of such provision to persons and/or circumstances other than those with respect to which it is held invalid or ineffective shall not be affected thereby.

H. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless such amendment, modification, or alteration is in writing, dated subsequent to this Agreement, and duly authorized and executed by the Engineer and the City.

I. Entire Agreement. This Agreement, including Exhibits "A" through "B" attached hereto, contains the entire agreement between the City and the Engineer, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

J. No Joint Enterprise. Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between the Engineer and the City.

K. Documents Owned by City. Any and all documents, drawings and specifications prepared by Engineer as part of the Services hereunder, shall become the property of the City when the Engineer has been compensated as set forth in Article II, above. The Engineer shall make copies of any and all work products for its files.

L. Notice of Waiver. A waiver by either the City or the Engineer of a breach of this Agreement must be in writing and duly authorized to be effective. In the event either party shall execute and deliver such waiver, such waiver shall not affect the waiving party's rights with respect to any other or subsequent breach.

M. Third Party Activities. Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than the City and the Engineer.

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

O. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization

P. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

Q. Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY**



**EXECUTED** as of the Effective Date hereof.

**CITY OF LUBBOCK**

\_\_\_\_\_  
DANIEL M. POPE, MAYOR


ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

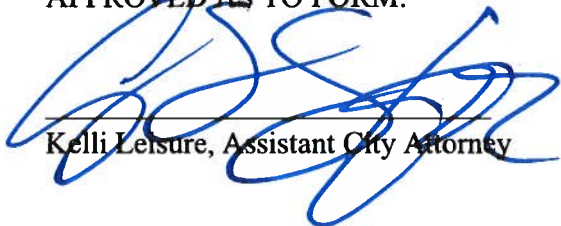


Michael G. Keenum, P.E., CFM, Division  
Director of Engineering/City Engineer

  
for Josh Kristinek, P.E., Assistant City

Engineer – Capital Projects and Design


APPROVED AS TO FORM:



Kelli Lelsure, Assistant City Attorney

Firm

Freese and Nichols, Inc.

By:   
Nicholas Lester, P.E.  
Vice President/Principal

**Texas Government Code Subtitle F, Title 10, Chapter 2271**

I, Nicholas Lester, P.E., the undersigned representative of

Freese and Nichols, Inc.,

---

(hereafter referred to as company)

Pursuant to Section 2271.002, applies only to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

Verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Lubbock acting by and through City of Lubbock.

5/24/2021

Date

Nicholas Lester

Authorized Signature

**EXHIBIT A**  
**SCOPE OF SERVICES FOR:**  
**DETROIT LIFT STATION No.34**  
**ENGINEERING DESIGN SERVICES**

**General:**

The City of Lubbock (The Owner) is experiencing a period of growth throughout the City and surrounding areas. To respond to this growth, infrastructure improvements are required to meet the increasing population and non-residential development. The purpose of this Project is to evaluate the condition of Lift Station No.34, as identified in the City's Wastewater Master Plan, and recommend renewal options (rehab/expand existing lift station or construct a new lift station located on another site).

**A. This Project includes the following services:**

1. Project Management and Quality Assurance for the development of the Lift Station Technical Memorandum (TM) and design of the lift station and associated force main and gravity sewer.
2. Lift Station Technical Memorandum (TM) will be prepared, presenting four (4) options for consideration (three (3) new lift station sites and a rehabilitation of the existing lift station).
3. Detailed Design will include selection a packaged lift station (including pump configuration, electrical design, odor control, site security including cameras, hydraulic modeling, generator connections, on-site bypass connections, site parking, landscaping, and demo of existing lift station) and Force Main and Gravity Sewer design for approximately 200-500 LF each, including pavement repair/replacement, and connection to existing gravity sewer system.
4. Topographic Survey will be performed for the selected site for the new lift station and 200-500 LF along the selected route identified in the TM. No subsurface utility engineering (SUE) services will be performed.
5. Geotechnical Investigation will be performed consisting of field exploration, laboratory testing, and preparation of a data report. An engineering analysis will not be performed. One (1) exploratory boring at the lift station site, will be performed, drilled to a minimum depth of 40 feet below existing grade.
6. Floodplain Certificate for the new Lift Station site to verify it is located outside the 100-year floodplain and to verify that no impacts to downstream properties will be impacted by this project.
7. Land Acquisition Services will be performed to assist the City in acquiring the property for the lift station site and any easements necessary for the construction of the force main and gravity sewer main, including rezoning of the lot acquired for the new lift station.
8. Bid/Advertisement Phase will be performed including attending a pre-proposal meeting (via

conference call).

**B. The Project does not include the following services:**

1. It is assumed that the geotechnical borings will not encounter a rock stratum. Therefore, the testing for such material is not included in the scope. An engineering analysis will not be performed. Rather, a Geotechnical Data Report (GDR) will be prepared and included in the contract documents to provide the necessary information for the contractor to determine best methods for excavation.
2. General Representation and Resident Project Representation (PDR) are not included in the scope but can be provided as an amendment to this contract.
3. Temporary flow monitoring will not be provided. Design flows will be based on the Owner's current Wastewater Master Plan.
4. The preparation of an Environmental Technical Memorandum, preparation of a Pre-Construction Notification, coordination with THC, individual Section 404 permit application to the USACE, performing a survey for federally listed threatened or endangered species, providing a cultural resource survey, or preparation of a Phase I/II environmental site assessment, is not included in the scope.
5. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). Requirements for the Contractor to provide a SWPPP will be included in the Bid Documents.

**A. TASK I – PROJECT MANAGEMENT AND QUALITY ASSURANCE**

ENGINEER shall manage professional services to complete the PROJECT. These services will include preparation of PROJECT controls including progress reports, action items log, decision log, design team meetings, technical review committee workshops, schedule projections, and invoicing. ENGINEER shall provide professional services in this Task as follows:

- (1) Prepare a PROJECT planning document to define PROJECT team, lines of communications, deliverables, schedule, and budgeting for internal use in executing the PROJECT on schedule and within budget and establishing the contents of the PROJECT start-up meeting;
- (2) Schedule and direct regular coordination meetings with the Engineer's design team to coordinate PROJECT task assignments, action items, and to prepare for meetings with the Owner. Engineer will maintain an Action Item Log and Decision Log to monitor PROJECT activity. Coordinate with subconsultants to confirm all PROJECT elements are compatible, integrated, and meet Owner performance requirements. Engineer's Project Manager shall be the primary client contact and lead communicator to Engineer's staff;

- (3) Schedule and conduct up to a combined total of four (4) progress meetings (via conference call) and three (3) quality review workshops (60/90/Final - via conference call). In addition to reviewing progress at each meeting, review PROJECT deliverable status, current schedule, outstanding action items, PROJECT bottlenecks that could impact schedule, PROJECT budget status, decisions made, and PROJECT enhancements requested. Prepare agenda and meeting materials, direct and document meetings to review progress, and facilitate the exchange of ideas and information. Prepare draft meeting minutes to include action item lists, decision lists, and PROJECT enhancement lists within seven (7) business days to submit to the Owner for review and approval. Final minutes will be issued within four (4) business days of receipt of review comments, or immediately after four (4) days if there are no comments received. It shall be assumed that no in-person site visits will be made, but can be added as an Additional Service.
- (4) Prepare up to seven (7) monthly Project Summary Reports and submit with monthly invoice. The report shall contain the following elements:
  - (a) Summary of work completed to date;
  - (b) PROJECT budget summary;
  - (c) PROJECT schedule;
  - (d) Summary of actions and decisions needed from the Owner; and
  - (e) Upcoming PROJECT activities;
- (5) Quality Assurance / Quality Control (QA/QC): provide QA/QC plan to the Owner and conduct QA/QC reviews of the deliverables (60%/90%/Final – Constructability at 90%).

**B. TASK II – LIFT STATION TECHNICAL MEMORANUM (TM)**

- (1) Engineer will provide a TM that evaluates three options for a new lift station site and a rehab option for the existing lift station. This evaluation will include the associated force main, gravity sewer main and connections to the existing sewer system, and will be based on preliminary work previously prepared;
- (2) Prepare exhibits and aerial photographs showing the Project and related sewer piping. Each option will be shown on separate exhibits, to be used during planning and presentations;
- (3) Provide preliminary OPCC for each alternative which shall include estimates for land acquisition;
- (4) Submit one advance copy of the TM, OPCC, and associated exhibits to the City for review;

- (5) Participate in one review workshop with the City to discuss the various alternative options for the Project, prior to beginning detailed design; and
- (6) Incorporate review comments into the Final TM and submit one electronic copy in PDF format of the Final TM to the City.

C. TASK III –DETAILED DESIGN

a. Lift Station Design:

- (1) For the new Lift Station, the ENGINEER shall prepare construction plans that address the following:
  - (a) Demo the existing lift station once the proposed lift station is constructed, tested, and approved. Demo of the existing lift station shall consist of plugging inlet/outlet connections, backfilling the wet well and vaults, removing above-ground structures/appurtenances and below-ground structures to within 3 feet of the surface, and any other work necessary to comply with the construction documents, including any remediation requirements due to possible hazardous materials as stated in the City-provided asbestos report;
  - (b) Prepare any necessary site improvements, including an access drive, perimeter fencing (chain-link with nylon inserts), concrete flatwork for on-site parking, landscape (with no irrigation), security fencing, security cameras, etc.;
  - (c) Piping necessary to divert influent flow from the existing lift station to the new lift station;
  - (d) Pumps and all associated discharge piping, valves, and appurtenances necessary to connect common discharge header to force main piping;
  - (e) Electrical and SCADA/control equipment;
  - (f) Ancillary structures including slabs on grade and canopies for electrical and control equipment;
- (2) Existing lift station will be demolished including all above-ground structures and below-ground structures to 3 feet below the surface. An asbestos study, provided by the City, shall be reviewed to determine the presence of asbestos material. If asbestos is discovered, Engineer will provide recommendations to the City to abate and/or include criteria in the Bid Documents to instruct the Contractor to handle and remove the material;
- (3) The new lift station will be located on a property in close proximity to the existing lift station, on property to be purchased by the Owner;



- (4) The new lift station will utilize submersible pumps and outdoor rated electrical and control equipment. Engineer will examine 1+1 and 2+1 pump configurations. Packaged lift station will be selected for system (no structural design of cast-in-place structures);
- (5) The Lift Station shall be designed to allow proper access for a portable hoist to be placed over the wet well for removal of pumps, motors, valves, piping and other similar equipment;
- (6) The new lift station will utilize an aerator to prevent solid buildup and to reduce odor;
- (7) The electrical and control equipment will be located on an electrical rack placed under a canopy;
- (8) The new lift station shall utilize blowers to vent the lift station (no odor control units);
- (9) The new lift station shall include quick connections for suction and discharge side of wet well. Purpose of quick connections is to utilize temporary pumps in the event the lift station is without power. The discharge header shall accommodate necessary valving and connections to accept the flow from the discharge connection;
- (10) Basic flow equalization/control analysis will be performed, and recommendations provided for these facilities, but no design of facilities for storage and flow equalization/control at the lift station site will be included;
- (11) Hydraulic modeling will be developed, using the City's current Wastewater Master Plan, to evaluate the future peak flows upstream of the new lift station and to size the wet well volume;
- (12) Primary electrical service is available or can be supplied to the site by the local electric utility;
- (13) All proposed electrical equipment, conduit and wire from utility service pole/transformer to the new lift station equipment will be new;
- (14) Electrical/control gear will be installed on an outdoor electrical rack, enclosed in current NEPA-required cabinets to protect electrical equipment from weather and sabotage;
- (15) Lift Station SCADA/control system will interface with the City's SCADA system. FNI will coordinate SCADA design with the City's SCADA standards and with the City's SCADA integrator, but the SCADA integrator (programmer and SCADA screen developer) will not be a subconsultant contracted by FNI, but will be included in the Bid Documents as the responsibility of the Contractor;
- (16) Noise control, hazardous waste assessments, and hazardous waste abatement will not be required for the new Lift Station site;
- (17) Contract documents will be developed to provide construction sequencing

requirements that allows the existing lift station remains in service until new lift station can be placed into operation;

- (18) Emergency generator will not be provided, but the electrical design will include an automatic transfer switch for temporary generator hookup;
- (19) The new lift station and the proposed force main, and all appurtenances associated with the lift station, force main and gravity sewer, will be included in one set of Contract Documents and will be bid as a single project;
- (20) Contract documents will include technical and performance specifications, and an electronic copy of documents on removable computer memory device;
- (21) ENGINEER shall incorporate comments from the Owner's review at 60%, 90% and Final;
- (22) ENGINEER will assist City, if needed, in rezoning property to be acquired so that the lift station can be constructed; and
- (23) ENGINEER shall submit drawings, specifications, and Construction Contract Documents to the Texas Commission on Environmental Quality (TCEQ) for approval, and to other applicable federal and state agency(s), where required.

**b. Force main, gravity sewer and Misc Design:**

- (1) Force main and gravity sewer pipeline drawings will include plan and profiles at one-inch equals 40 feet scale horizontally and one-inch equals eight feet vertically on 11-x 17-inch paper;
- (2) Incorporate standard details provided by the Owner and prepare special details as necessary;
- (3) Incorporate standard technical specifications provided by the Owner and prepare special technical specifications as necessary;
- (4) Specifications and plans shall incorporate all relevant Owner guidelines in force as of the date of this Agreement, including the Competitive Sealed Proposal (CSP) method of Contractor selection. Engineer shall advise the Owner, in writing, of any areas where the PROJECT Contract Documents, including plans and specifications, deviate from Owner guidelines;
- (5) Prepare general notes for Contractor's preparation of a SWPPP;
- (6) Provide recommendation for the material of the proposed pipelines and manhole structures to meet the Owner's guidelines;
- (7) The Engineer shall prepare one set of Contract Documents. Prepare the drawings to

be included in the construction plans, including, but not limited to, the following:

- (a) Cover sheet;
  - (b) Index, location and vicinity maps sheet;
  - (c) Abbreviations, symbols and legend sheet;
  - (d) General notes;
  - (e) Project layout, including temporary and permanent access areas, laydown, and staging areas for the PROJECT;
  - (f) Survey control;
  - (g) Pipeline plan/profile sheets, including lateral sheets;
  - (h) Tie-ins and connection detail sheets;
  - (i) Details, including manholes, embedment, fences, pipeline markers, vents, tunnel/bore, driveway/paving, manhole ring/cover, clay cut-off wall, etc.;
  - (j) Requirements and criteria for the development of a Traffic Control Plan (TCP) for the construction of the PROJECT. The Contractor shall be responsible for preparing the TCP;
  - (k) Landscape plan sheets;
- (8) Prepare survey northing and easting coordinates in electronic format (Texas State Plane, NAD 83) of all the Owner's proposed structures, include the surface coordinate adjustment factor, and detailed datum information used for uploading into the Owner's GIS;
  - (9) Prepare an opinion of probable construction cost (OPCC) for review by Owner. The OPCC will be updated for the 60 percent, 90 percent, 100 percent not-for-construction (NFC) quality control (QC), and Final review meetings;
  - (10) Prepare and submit plans and specifications for the 60 percent, 90 percent, 100 percent (NFC), and Final design reviews, at the level of completion sufficient to the level of design at the time of the submittal. Each such submittal will include the various discipline plans, technical specifications, and details as appropriate to the level of design at the time of the submittal;
  - (11) Submit plans and specifications and other documents to the Owner for delivery to applicable regulatory agencies, including three sealed sets of plans and specifications at least 30 days prior to advertisement for bid;

- (12) Provide AutoCAD or other electronic files in a format suitable for the Owner's use;
- (13) Address all comments from the Owner and other regulatory agencies and prepare 100 percent signed/sealed plans and specifications for bidding purposes;
- (14) Engineer shall manage the quality of the PROJECT deliverables throughout the development of the PROJECT. Specific activities that Engineer may employ with approval of the Owner to manage the quality of the PROJECT include the following:
  - (a) Peer review planning concepts by members of Engineer's senior staff; and
  - (b) Constructability review;
- (15) Participate in a final site visit during the detailed design phase at a time specified by the Owner; and
- (16) Submit plans to TCEQ for compliance with Chapter 217 of the Design Criteria of Domestic Wastewater Systems, Subchapter C: Conventional Collection Systems.

**D. TASK IV – TOPOGRAPHIC SURVEY**

- (1) Provide surveying services to obtain all field information needed for design of the PROJECT, based on approximately 200-500 linear feet (LF) of new pipeline extending from the new Lift Station site to the existing gravity sewer system. Survey of existing Lift Station site, including two manholes upstream and two manholes downstream shall be included, to verify existing gravity sewer configuration. Survey of new Lift Station site shall be included, including boundary survey for land acquisition purposes;
- (2) Establish at least two (2) horizontal and vertical control points for the PROJECT. The horizontal control shall be based on the Texas State Plane Coordinate System, North Central Zone North American Datum NAD-83 Coordinates and the vertical control being based on North American Vertical Datum NAVD-88. Provide survey notes on design drawings and electronic files with clear location and description of benchmarks and horizontal control points. Benchmarks shall be documented and retraceable;
- (3) Prepare planimetric detail based on the survey showing existing visible elements within street right-of-way and entire property for new Lift Station site including, but not limited to, the following:
  - (a) Existing pavement, curbs, sidewalks, barrier free ramps, and similar objects;
  - (b) Driveways;
  - (c) Existing storm sewer inlets, manholes, junction boxes, outfalls, and erosion control;

- (d) Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities;
  - (e) Traffic signal poles, cabinets, and other signal equipment;
  - (f) Signs, excluding temporary signs;
  - (g) Trees over 4" (caliper at 3' above ground) and other landscape features (dense cluster or rows of trees to be indicated by outline rather than individual trees);
  - (h) Building footprints, including cleanouts;
  - (i) Retaining walls;
  - (j) Fence limits and material types;
  - (k) Flowlines of creeks, if applicable;
  - (l) Flowlines of manholes, inlets, culverts, and other utility structures, including all lateral connections (flowline, direction of flow, pipe size, and location);
  - (m) Property corners;
  - (n) Field sketches of manholes; and
  - (o) Other applicable physical features that could impact design;
- (4) Stake bore hole and vertically and horizontally locate the bore holes no more than two weeks after drilling is completed. It shall be assumed that surveying the bore locations will be obtained several weeks after base survey is performed;
  - (5) Based on the survey, generate one-foot contours along the alignment corridor;
  - (6) Prepare composite base map of all features located in the field through the survey;
  - (7) Provide detail notes at each manhole invert including lateral connections. Information collected shall include the XYZ coordinates on existing rim, flowlines, direction of flow, and natural ground elevation at each manhole;
  - (8) Identify existing property boundaries, right-of-way lines and easements that are shown on existing recorded plats and those depicted on the City's GIS map. Boundary survey shall be prepared for purchase of property for new Lift Station site. PROJECT pertinent property and right-of-way lines will be established from monuments found on the ground. All existing easements will be shown on the survey. The survey will locate and tie existing right-of-way, property lines, and easements including type, size,

volume and page, where applicable. Show Lot, Block, Abstract Number, and dimensions with adjacent Street Names. City and county boundaries will be shown where applicable;

- (9) Provide ownership research and obtain copies of deeds, easements, subdivision plats, and right-of-way maps as required (where easement acquisition is necessary) to establish the existing interests in property necessary to the construction of the PROJECT;
- (10) Establish the location of existing right-of-way lines and block lines throughout the project corridor;

E. TASK V – GEOTECHNICAL INVESTIGATION (DATA REPORT)

(1) Field Exploration:

- (a) Engineer shall select and mark one (1) boring location near the proposed lift station. Engineer shall notify Texas 811, appropriate City department(s) to request location and marking of existing underground utilities prior to the field exploration. The core borings will be located within the property which will be the site of the new Lift Station;
- (b) Engineer shall subcontract with a geotechnical drilling contractor to drill and sample 1 boring to 40 feet including SPTs every 5 feet or so depending upon soil stratigraphy is encountered. Engineer will provide the ROE documentation for access.
- (c) The budget is being estimated based upon the following approach:
  - Boring will be drilled on the proposed lot to be purchased by the City for the location of the new Lift Station;
  - Costs will include drilling the boring, and backfilling with auger cuttings;
  - Because the bore will be taken on private property, no traffic control will be necessary;
- (d) Provide an Engineer or Geologist experienced in logging borings to direct the drilling and logging of the borings. Visual classification of the subsurface stratigraphy shall be provided per the Unified Soil Classification System (USCS);

(2) Laboratory Testing:

- (a) Samples will be collected intermittently using continuous flight augers and



either split spoon or tube samplers. Rock and rock-like materials will be sampled using an NX core barrel and/or tested in-situ using a TxDOT Cone Penetration Test, as appropriate for the material.

- (b) Laboratory testing to include AL, -200 mesh sieve, Sieve analysis through 200-mesh if granular or gravelly soil is encountered. Laboratory testing will include 5 AL, 5 minus 200-mesh sieves, 1 sieve analysis through 200 mesh sieve. Water level observations will be noted if encountered. Backfill with augur cuttings. Testing shall be performed on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials. Engineer will select samples for laboratory testing, assign tests, and review the test results. Testing will be performed by a geotechnical testing subcontractor. Laboratory tests will be assigned based on the specific subsurface materials encountered during exploration. Test type and quantity may vary, but are expected to include:

- Classification tests (liquid and plastic limits and percent passing the No. 200 sieve);
- Moisture content;
- Grain Size Analysis through the 200-mesh sieve;
- Unconfined compression tests, if appropriate;
- Swell testing;

(3) Report:

- (a) Prepare a geotechnical data report (GDR) summarizing the geotechnical boring data to include:
- Pertinent information regarding core drilling at the site;
  - Log of boring; and
  - Results of laboratory tests.

**F. TASK VI – FLOODPLAIN DEVELOPMENT PERMIT**

- (1) Engineer shall evaluate 100-year floodplain's proximity to the new Lift Station site and shall coordinate with the City's floodplain administrator in obtaining a Floodplain Development Permit prior to construction.

**G. TASK VIII – LAND ACQUISITION SERVICES**

- (1) Engineer shall provide the following services for land acquisition:
- (a) One (1) tract to be acquired (fee simple);

**(2) Pre-Acquisition Services:**

- (a) Prepare initial property owner contract list for use by City;**
- (b) Research preliminary ownership and easement information;**
- (c) Coordinate with surveyor in development of legal descriptions (up to two) of needed property rights.**
- (d) Provide detailed cost estimates for property;**
- (e) Assist in preparing and obtaining any Right-of-Entry necessary for surveying, geotechnical investigations and environmental services;**

**(3) Title Services:**

- (a) Secure preliminary title commitment or preliminary title search, and 5-year sales data from Title Company that will be providing title insurance;**
- (b) Review preliminary title commitment (Schedules A, B and C) or preliminary title search information for both properties;**
- (c) Secure title commitments and updates in accordance with insurance rules and requirements for payment submissions for properties which will be required in fee simple;**
- (d) Secure title insurance, insuring acceptable title in the name of the City of Lubbock. Cure all exceptions on Schedule C, when applicable. Written approval by the City of Lubbock will be required for any exceptions to coverage;**

**(4) Initial Appraisal:**

- (a) Secure written permission from the property owner to enter the property from which land is to be acquired. If Agent, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the City of Lubbock. Maintain permission letters with appraisal reports;**
- (b) Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel;**
- (c) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file;**
- (d) Prepare draft appraisal report. "Draft" stamp to remain on appraisal until the City has reviewed and approved the appraisal and the initial offer is made.**

- (e) Finalize complete appraisal report for each parcel to be acquired utilizing a format approved by the City of Lubbock. These reports shall conform to the City of Lubbock policies and procedures along with the Uniform Standards of Professional Appraisal Practice.
  - (f) As necessary, prepare written notification to the City of Lubbock of any environmental concerns within the needed parcel to be acquired which could require remediation;
  - (g) All completed appraisals will be administratively reviewed and approved by the City of Lubbock;
  - (h) Expert Witness in Eminent Domain proceedings – this effort is not included in the scope of services but can be provided, if requested, as an Additional Service.
- (5) Introductory Letter:
- (a) Prepare Right-of-Entry packets to include introductory letter, Landowner Bill of Rights, maps, and paperwork to be executed;
  - (b) Mail merged introductory letter and label for envelope and file folders. The agents will prepare and stuff envelopes for out-of-town owners or owners who have indicated that they want to receive all of their initial information via certified mail, return receipt requested;
  - (c) The agent will initiate negotiator and contact logs and attend landowner meeting for Right-of-Entry documents. The agent will research additional contact information for non-responsive landowners.
  - (d) Introductory letter will be pre-approved by the City of Lubbock;
  - (e) Introductory letter will be sent either certified mail or by Federal Express.
- (6) Survey Permission:
- (a) Secure permission to conduct a survey on all parcels impacted by the project;
  - (b) Secure permission to conduct geotechnical survey and environmental survey on specific parcels identified by the City of Lubbock;
  - (c) Survey permission will be secured from property owner in written form on a format acceptable and pre-approved by the City of Lubbock;
  - (d) Should survey permission be denied, provider will submit necessary information to City of Lubbock necessary to support legal efforts to gain legal access.

**(7) Negotiation Services:**

- (a)** Analyze appraisal reports and confirm approved value prior to making offer for the property;
- (b)** Analyze preliminary title report to determine potential title problems and propose methods to cure title deficiencies;
- (c)** Prepare the initial offer letter and any other documents required or requested by the City of Lubbock in a form acceptable to the City of Lubbock;
- (d)** Contact property owner or owner's designated representative and present the written offer in person where practical. When owners do not wish to have offers delivered in person, they will be mailed via certified mail with return receipt for documentation of delivery/receipt. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing;
- (e)** Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal;
- (f)** Respond to property owner inquiries verbally and/or in writing within two business days;
- (g)** Prepare a separate negotiator contact report for each parcel file for each contact;
- (h)** Maintain parcel files of original documentation related to the purchase of the real property or property interests/acquisition of the easement;
- (i)** Present counteroffers in a form as directed by the City of Lubbock. Transmit any written counter offers from property owners including supporting documentation, and Agent's recommendation with regard to the counteroffer;
- (j)** Prepare final offer letter as necessary; and
- (k)** Expert Witness testimony – this effort is not included in the scope of work, but if requested, can be provided as an Additional Service.

**(8) Condemnation Support:**

- (a)** Condemnation support shall not be provided. Condemnation services can be provided, if requested but shall be considered an Additional Service.

(9) Project Administration:

- (a) Maintain current status reports of parcel and project activities and provide monthly, or as requested by the City of Lubbock;
- (b) Participate in project review meetings as requested;
- (c) Maintain copies of all incoming and outgoing correspondence as generated;
- (d) Provide copies of all incoming and outgoing correspondence as generated if requested, and
- (e) Update database with current status information and documentation.

H. TASK VIII – BID / ADVERTISEMENT PHASE

The construction bid and advertisement phase of this Project shall include the advertisement of one set of Contract Documents.

- (1) Provide a Notice for Proposals to the Owner for publication. Coordinate proposal date to avoid conflicts with similar projects at or near the same time. Provide documents to local plan rooms to assist in advertisement of the PROJECT;
- (2) Respond to questions related to the distribution of documents, construction contract provisions, and proposal requirements and technical questions regarding the PROJECT;
- (3) Prepare, print, and distribute addenda addressing additions, deletions, modifications, or interpretations of the Contract Documents;
- (4) Conduct one (1) pre-proposal conference (via conference call) for the PROJECT and prepare minutes and responses. Responses to the pre-proposal conference will be in the form of addenda issued after the conference. Provide aerial maps and enough information to illustrate existing project conditions. Conduct a tour of the PROJECT site after the conference;
- (5) Assist the Owner in receiving and recording proposals (via conference call) at the formal date of receiving proposals. Evaluate the information contained in the proposal documents for conformance with requirements of the construction Contract Documents. Prepare evaluation and scoring for each proposal and tabulate results (if competitive sealed proposal method is used). Compare costs with estimated costs and available budget;
- (6) Evaluate the qualifications information provided by the contractors as a part of the proposal package. Determine if the selected proposal satisfies the necessary experience and qualification standards associated with the PROJECT. Recommend award of the Contract consistent with the requirements of the Contract Documents;

- (7) Assist the Owner in preparing Contract Documents for execution by the successful proposal;
  - (8) Prepare a Notice of Award for the Owner to issue to the Contractor upon award of the Contract by the Owner with instructions of execution of the Contract Documents;
  - (9) Assist the Owner in reviewing executed Contract Documents and bonds for conformance with the requirements of Contract Documents;
  - (10) Assist the Owner in reviewing certificates of insurance for compliance with Contract Documents; and
  - (11) Forward Contract Documents to the Owner with a recommendation of execution and distribution of documents. Those documents will include up to four (4) half-size (11"x17") conformed construction plans, four (4) sets of executed construction specifications, and four (4) sets of conformed construction specifications.
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## **EXHIBIT A, PART 2, ADDITIONAL SERVICES**

### **DETROIT LIFT STATION No.34 ENGINEERING DESIGN SERVICES**

Various ADDITIONAL SERVICES incidental to the PROJECT, but not within the scope of the BASIC ENGINEERING SERVICES, which may be performed or arranged for separately by the Owner, or may be added to the Engineer's responsibilities by mutual agreement and written authorization include, but are not necessarily limited to, the following:

- (1) Perform site visits. All meetings will be held via conference call;
- (2) Evaluate additional Lift Station sites;
- (3) Provide structural design services for cast-in-place concrete structures;
- (4) Perform video inspection and/or pipeline cleaning;
- (5) Perform hydraulic analysis of downstream sewer system for capacity or condition;
- (6) Perform subsurface utility engineering (SUE) services to locate existing facilities;
- (7) Prepare legal descriptions and plats for easement acquisition;
- (8) Construction plans and specifications will be provided in pdf format during advertisement. Any sets of hard copies in addition to the amount specified will be considered additional;
- (9) Complete redrawing of construction plan sheets, if required as a result of changes made in the scope of the construction contract after route has been selected and approved by Owner;
- (10) Perform temporary flow monitoring required to evaluate flows;
- (11) Observe on-site conditions to evaluate exposed conditions, dewatering techniques, or changed conditions;
- (12) Provide additional borings which may be occasioned by the depth to rock being deeper than anticipated or because of changes in geological conditions which necessitate additional evaluation to properly define the stratigraphic conditions;
- (13) Provide borings through rock strata;
- (14) Provide detailed geotechnical analysis;
- (15) Preparation of a Pre-Construction Notification or an Individual Section 404 permit application for submittal to the U.S. Army Corps of Engineers (USACE);

- (16) Preparation of a Jurisdictional Determination (JD) Report or a request for a USACE JD;
- (17) Presence/absence surveys for federally listed threatened/endangered species;
- (18) Conducting cultural resources studies or archeological surveys;
- (19) Phase I/II Environmental Site Assessments, including hazardous waste assessments and/or abatement of the new Lift Station site;
- (20) Preparation of an Environmental Technical Memo;
- (21) Coordination with the Texas Historical Commission (THC);
- (22) Noise abatement study of new Lift Station site;
- (23) Light pollution study of new Lift Station site;
- (24) Preparation of a Storm Water Pollution Prevention Plan (SWPPP);
- (25) Assist the City in procurement of state or federal funding;
- (26) Preparation of Application for Site Plan Review for internal City departmental reviews;
- (27) Attend closing at Title Company for any properties acquired;
- (28) Filing easements or fee-simple land purchases at the County Clerk's office;
- (29) Provide expert witness testimony during Eminent Domain legal proceedings; and
- (30) Provide any other services otherwise excluded in this AGREEMENT but customarily furnished in accordance with generally accepted engineering practices.

## **EXHIBIT A, PART 3, RESPONSIBILITIES OF THE OWNER**

### **DETROIT LIFT STATION No.34 ENGINEERING DESIGN SERVICES**

**RESPONSIBILITIES OF OWNER:** Owner shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Contract Documents.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project as provided in this AGREEMENT.
- D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this AGREEMENT.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- F. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, except as otherwise the responsibility of FNI as provided in this AGREEMENT.
- G. Give prompt written notice to FNI whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services.
- H. Furnish, or direct FNI to provide, Additional Services as stipulated in Exhibit "A," Part 2, if deemed necessary by Owner.
- I. Bear all costs incident to compliance with the requirements of this Exhibit "A", Part 3.
- J. Provide the following services, unless provided specifically otherwise in this Agreement:
  - a. Pay all permit fees and mitigation costs.
  - b. Provide advertisement for bids in local publications as required.

**EXHIBIT B, PART 1 – BUDGET  
DETROIT LIFT STATION No.34  
ENGINEERING DESIGN SERVICES**

CITY and ENGINEER have established a not-to-exceed budget of \$183,798.00 to complete all services under this AGREEMENT. This amount will not be exceeded without a contract amendment. CITY will pay the ENGINEER hourly, for services identified in Exhibit A, based on ENGINEERS Fee Schedule presented as EXHIBIT B, Part 2. Subconsultant services will be billed at cost to ENGINEER with a 10 percent handling fee. The Budget is presented for the services of ENGINEER under this AGREEMENT are provided in this Exhibit B. CITY and ENGINEER agree to allow redistribution of funds between Tasks as appropriate to allow flexibility in providing the needed services within the not-to-exceed budget.

ENGINEER agrees to complete these services as delineated above. Should there be a Change in Scope of Work or Time of Performance, then this can result in an amendment to this contract which shall be negotiated at that time.

The budget assumes that all work will be completed within 540 calendar days from the Notice to Proceed.

**EXHIBIT B, PART 2 HOURLY RATE SCHEDULE COMPENSATION  
DETROIT LIFT STATION No.34  
ENGINEERING DESIGN SERVICES**

**LUBBOCK RATE SCHEDULE**

<u>Position</u>	<u>Rate</u>
Principal / Group Manager	305
Technical Professional - 6	293
Technical Professional - 5	234
Technical Professional - 4	200
Technical Professional - 3	173
Technical Professional - 2	152
Technical Professional - 1	125
CAD Technician/Designer - 3	168
CAD Technician/Designer - 2	126
CAD Technician/Designer - 1	100
Senior CAD Technician/Designer	207
Construction Manager - 4	165
Construction Manager - 3	135
Construction Manager - 2	128
Construction Manager - 1	100
Corporate Project Support - 3	140
Corporate Project Support - 2	126
Corporate Project Support - 1	96
Intern/ Coop	65

**Rates for In-House Services**

**Technology Charge**

\$8.50 per hour

**Travel**

Standard IRS Rates

**Bulk Printing and Reproduction**

	<u>B&amp;W</u>	<u>Color</u>
Small Format (per copy)	\$0.10	\$0.25
Large Format (per sq. ft.)		
Bond	\$0.25	\$0.75
Glossy / Mylar	\$0.75	\$1.25
Vinyl / Adhesive	\$1.50	\$2.00
Mounting (per sq. ft.)	\$2.00	
Binding (per binding)	\$0.25	

**OTHER DIRECT EXPENSES:**

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

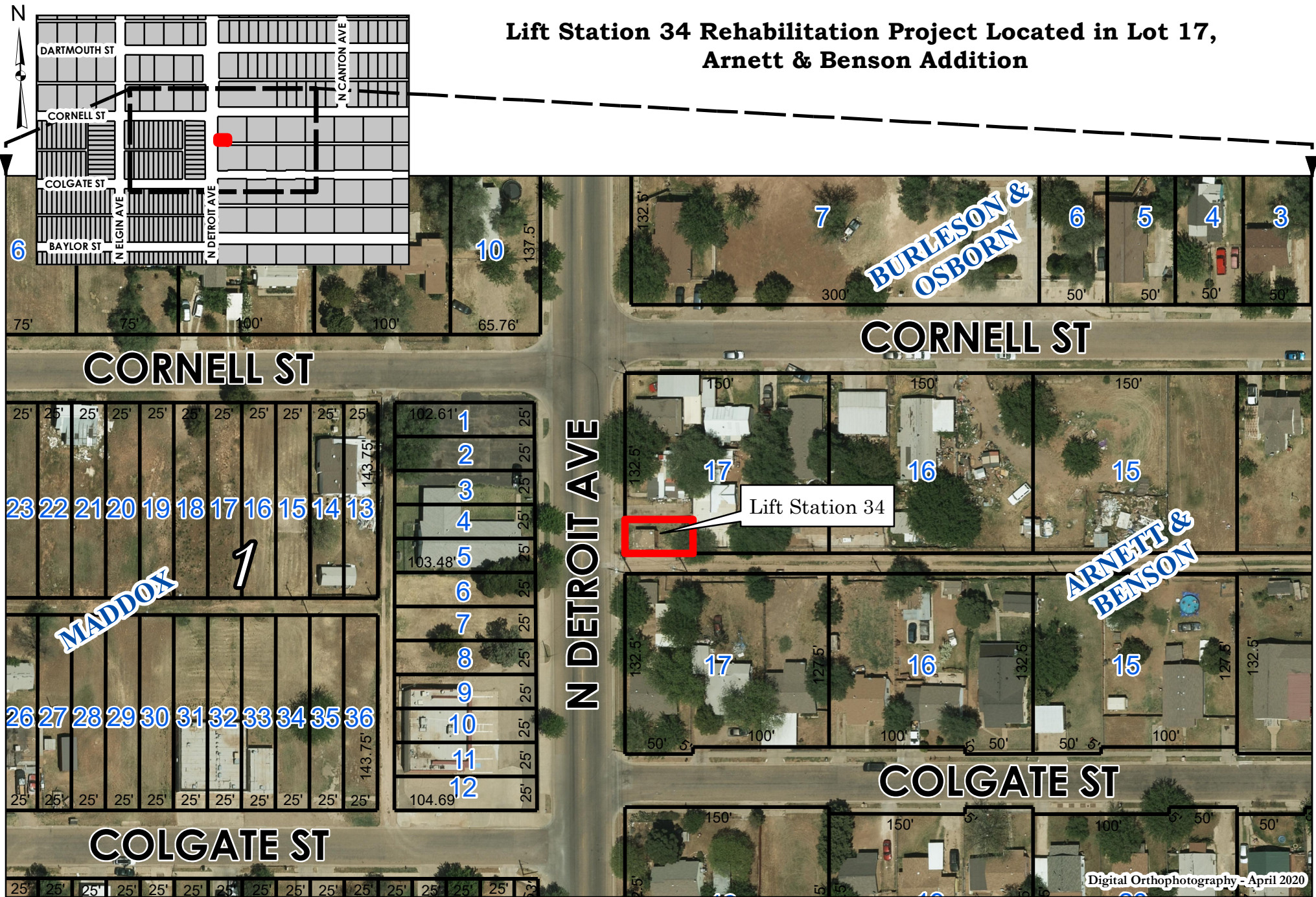
**EXHIBIT "B"**

**City of Lubbock  
Lift Station No.34  
5/14/2021  
Detailed Cost Breakdown**

<b>Phase</b>	<b>Description</b>	<b>Fee</b>	<b>Sub Fee</b>	<b>FNI Fee</b>
Task I	Project Management and Quality Assurance	\$18,623	\$0	\$18,623
Task II	Lift Station Technical Memorandum (TM)	\$8,245	\$0	\$8,245
Task III	Detailed Design	\$103,093	\$0	\$103,093
Task IV	Topographic Survey	\$17,580	\$17,050	\$530
Task V	Geotechnical Investigation (Data Report)	\$7,143	\$5,500	\$1,643
Task VI	Floodplain Certificate	\$2,604	\$0	\$2,604
Task VII	Land Acquisition Services	\$13,807	\$12,650	\$1,157
Task VIII	Bid / Advertisement Phase	\$12,703	\$0	\$12,703
		<b>\$183,798</b>	<b>\$35,200</b>	<b>\$148,598</b>



# Lift Station 34 Rehabilitation Project Located in Lot 17, Arnett & Benson Addition



As required by Chapter 2051, Geospatial Data Products of the Government Code, this product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

**City of Lubbock  
Capital Project  
Project Cost Detail  
June 22, 2021**

Capital Project Number:	92591
Capital Project Name:	Lift Station Rehabilitation

<i>Encumbered/Expended</i>	<b>Budget</b>
Staff Time	\$ 333
Professional Services	144
Sewer systems improvements	41,447

<i>Agenda Item June 22, 2021</i>	
Design Contract 15757 with Freese and Nichols, Inc.	183,798
<b><i>Encumbered/Expended To Date</i></b>	<b>225,722</b>

<i>Estimated Cost for Remaining Appropriation</i>	
Lift Station Rehabilitation	14,278
<b><i>Remaining Appropriation</i></b>	<b>14,278</b>

<b>Total Appropriation</b>	<b>\$ 240,000</b>
----------------------------	-------------------

Managing Department **Waste Water Collection**Project Manager **Mary Gonzales**Project Classification **Replacement Facility**Project Status **Approved****Project Scope**

Purchase and install new equipment and/or rehabilitate existing equipment, facility and piping system; and other major maintenance activities.

FY 2020-21 funding is for the rehabilitation of Lift Station #34 – North Detroit.

**Project Justification**

Over time, gases and other materials commonly found in sewer lift stations cause a deterioration of building materials causing odors, sewer backups, and potential overflows/spills. Replacing aging wastewater infrastructure reduces emergency maintenance, system failures, and fines from the Texas Commission on Environmental Quality (TCEQ) due to sewer system overflows (SSOs).

**Project History**

\$1,040,000 was appropriated in the FY 2018-19 Budget, Ord. No. 2018-00109, October 1, 2018.

\$300,000 was appropriated in the FY 2019-20 Budget, Ord. No. 2019-00129, October 1, 2019.

Reduced appropriation by \$1,200,000 in FY 2019-20, BCR# 1920-09, July 8, 2020.

\$100,000 was appropriated in the FY 2020-21 Budget, Ord. No. 2020-00123, October 1, 2020.

Appropriation Detail	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	
Construction	0	100,000	250,000	900,000	250,000	250,000	250,000	2,000,000
Design and Engineering	140,000	0	50,000	0	50,000	50,000	50,000	340,000
<b>Total Project Appropriation</b>	<b>140,000</b>	<b>100,000</b>	<b>300,000</b>	<b>900,000</b>	<b>300,000</b>	<b>300,000</b>	<b>300,000</b>	<b>2,340,000</b>

Funding Detail	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	
FY 2017 Wastewater Cash	140,000	0	0	0	0	0	0	140,000
FY 2021 Water/Wastewater Cash	0	100,000	0	0	0	0	0	100,000
FY 2022 Water/Wastewater Cash	0	0	300,000	0	0	0	0	300,000
FY 2023 Water/Wastewater Cash	0	0	0	900,000	0	0	0	900,000
FY 2024 Water/Wastewater Cash	0	0	0	0	300,000	0	0	300,000
FY 2025 Water/Wastewater Cash	0	0	0	0	0	300,000	0	300,000
FY 2026 Water/Wastewater Cash	0	0	0	0	0	0	300,000	300,000
<b>Total Funding Sources</b>	<b>140,000</b>	<b>100,000</b>	<b>300,000</b>	<b>900,000</b>	<b>300,000</b>	<b>300,000</b>	<b>300,000</b>	<b>2,340,000</b>



*Project Name*    **Lift Station Rehabilitation**

*Project Number*    **92591**

<i>Operating Budget Impact</i>	Unappropriated Planning Years						Total Impact
	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	
No Impact Anticipated	0	0	0	0	0	0	0
<b>Total Operating Budget Impact</b>	0	0	0	0	0	0	0



**Purchasing and Contract Management**

**Project Summary**

**RFQ 21-15757-MA for Lift Station 34 Rehabilitation  
Capital Improvements Project**

Notice was published on the Purchasing Web Site under Bid Opportunities

Notice was published on BidSync.com from February 9, 2021 to February 24, 2021

53 viewed using BidSync.com

10 Firms downloaded the documents.

16 vendors were notified separately.

2 vendor submitted a bid.



## Regular City Council Meeting

6. 12.

Meeting Date: 06/22/2021

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### Information

#### Agenda Item

**Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Contract 15872, with Horseshoe Construction, Inc., for construction of the Low Pressure Supply Line Slip Lining Project.

#### Item Summary

The scope of this project will include slip lining of an approximately 3.5-mile long, 24-inch low-pressure water line, with a 20-inch high-pressure water line along Quaker Avenue, from Marsha Sharp Freeway to Clovis Road. The purpose of the project is to increase the capacity and reliability of the existing concrete transmission line that connects Pump Station 16 and Low Head B, utilizing a trenchless construction method.

In response to RFP 21-15872-TF, three proposals were received on May 27, 2021, with the following proposal amounts:

Contractor	Amount
Spiess Construction Co., Inc., Orcutt, California	\$5,583,295.00
Horseshoe Construction, Inc., La Porte, Texas	\$5,585,147.50
MH Civil Constructors, Inc., Amarillo, Texas	\$6,996,000.00

The proposals were evaluated using the following criteria: 60 Points for Price, 25 Points for Contractor Qualifications, 5 Points for Safety Record Questionnaire, and 10 Points for Construction Time. The maximum point value is 100 points per evaluator. After the proposals were evaluated, the following ranking was obtained:

Contractor	Points out of 600
Horseshoe Construction, Inc., of La Porte, Texas	580.52
Spiess Construction Co., Inc., of Orcutt, California	549.83
MH Civil Constructors, Inc., of Amarillo, Texas	468.96

Staff and the Evaluation Committee recommend award of the unit price contract to the highest ranked proposer, Horseshoe Construction, Inc. of La Porte, Texas in the amount of \$5,585,147.50. This contract is awarded by the unit price and actual expenditures may be more or less depending on field conditions.

Time for substantial completion is 210 calendar days from the Notice to Proceed.

#### Fiscal Impact



This contract is in the amount of \$5,585,147.50 and is funded in Capital Improvements Project 92659, Low Pressure Supply Line Lining Project.

**Staff/Board Recommending**

Jesica McEachern, Assistant City Manager  
Mike Keenum, Division Director of Engineering

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**Attachments**

- Resolution
- Construction Contract
- Location Map
- Budget Detail
- CIP Detail
- Project Summary Sheet

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**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Public Works Contract No. 15872 for low pressure supply line lining as per RFP 21-15872-TF, by and between the City of Lubbock and Horseshoe Construction, Inc., of La Porte, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
DANIEL M. POPE, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Jessica McEachern, Assistant City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kelli Leisure, Assistant City Attorney

**REVISED**  
**PROPOSAL SUBMITTAL FORM**  
**UNIT PRICE PROPOSAL CONTRACT**

DATE: MAY 27, 2021

PROJECT NUMBER: **RFP 21-15872-TF Low Pressure Supply Line Lining**

Proposal of HORSESHOE CONSTRUCTION, INC. (hereinafter called Offeror)

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

Ladies and Gentlemen:

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

ITEM	DESCRIPTION	QTY (+/-)	U/M	UNIT COST	EXTENDED COST
<b>LOW PRESSURE SUPPLY LINE LINING</b>					
1	MOBILIZATION, BONDS, AND INSURANCE	1	LS	\$ 275,000.00	\$ 275,000.00
2	20-INCH FUSIBLE PVC C905 DR 18 WATER LINE BY OPEN CUT	134	LF	\$ 495.00	\$ 66,330.00
3	20-INCH FUSIBLE PVC C905 DR 18 WATER LINE WITH CASING SPACERS AND 30- INCH STEEL CASING PIPE BY BORE	100	LF	\$ 900.00	\$ 90,000.00
4	20-INCH FUSIBLE PVC C905 DR 18 WATER LINE BY SLIPLINING	17,647	LF	\$ 245.00	\$ 4,323,515.00
5	ACCESS PITS FOR SLIPLINING	16	EA	\$ 24,000.00	\$ 384,000.00

**REVISED**

ITEM	DESCRIPTION	QTY (+/-)	U/M	UNIT COST	EXTENDED COST
6	ABANDON AND GROUT EXISTING 24-INCH LOW PRESSURE WATER LINE	207	LF	\$ 75.00	\$ 15,525.00
7	CONNECT TO EXISTING 24-INCH WATER LINE	4	EA	\$ 12,000.00	\$ 48,000.00
8	OFFSET 2-INCH AIR RELEASE AND VACUUM VALVE	2	EA	\$ 22,000.00	\$ 44,000.00
9	OFFSET 2-INCH BLOWOFF VALVE	2	EA	\$ 11,000.00	\$ 22,000.00
10	20-INCH DIRECT BURY BUTTERFLY VALVE	2	EA	\$ 26,000.00	\$ 52,000.00
11	POINT REPAIR WITHOUT PAVEMENT REMOVAL AND REPLACEMENT	2	EA	\$ 3,200.00	\$ 6,400.00
12	POINT REPAIR WITH PAVEMENT REMOVAL AND REPLACEMENT	2	EA	\$ 6,500.00	\$ 13,000.00
13	HYDROSEED	1,510	SY	\$ 2.25	\$ 3,397.50
14	STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND EROSION CONTROL	1	LS	\$ 25,000.00	\$ 25,000.00
15	TRENCH SAFETY	134	LF	\$ 10.00	\$ 1,340.00
16	HYDROSTATIC TESTING AND DISINFECTION	1	LS	\$ 35,000.00	\$ 35,000.00

**REVISED**

ITEM	DESCRIPTION	QTY (+/-)	U/M	UNIT COST	EXTENDED COST
17	REMOVE AND REPLACE ASPHALT PAVEMENT	75	SY	\$ 120.00	\$ 9,000.00
18	REMOVE AND REPLACE CONCRETE PAVEMENT	76	SY	\$ 140.00	\$ 10,640.00
19	REMOVE AND REPLACE STORM DRAINAGE STRUCTURE	1	LS	\$ 48,000.00	\$ 48,000.00
20	CONTROLLED LOW STRENGTH MATERIAL (CLSM) FOR EXISTING UTILITIES	100	CY	\$ 130.00	\$ 13,000.00
21	TRAFFIC CONTROL	1	LS	\$ 100,000.00	\$ 100,000.00
Total ( Items 1-21)				\$	5,585,147.50

**PROPOSED CONSTRUCTION TIME:**

1. Contractors proposed CONSTRUCTION TIME for completion:

TOTAL CONSECUTIVE CALENDAR DAYS: 210 (to Substantial Completion)

TOTAL CONSECUTIVE CALENDAR DAYS: 240 (to Final Completion)

(not to exceed 330 consecutive calendar days to Substantial Completion / 360 consecutive calendar days to Final Completion).

Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to **substantially complete** the project within **330 Consecutive Calendar Days** with **final completion** within **360 Consecutive Calendar Days** as stipulated in the specification and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages in the sum of \$500 for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of \$200 for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

**REVISED**

Offeror understands and agrees that this proposal submittal shall be completed and submitted in accordance with instruction number 28 of the General Instructions to Offerors. Offeror understands that the Owner reserves the right to reject any or all proposals and to waive any formality in the proposing. The Offeror agrees that this proposal shall be good for a period of sixty (60) calendar days after the scheduled closing time for receiving proposals.

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

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



Offeror's Initials



**REVISED**

Enclosed with this proposal is a Cashier's Check or Certified Check Enclosed with this proposal is a Cashier's Check or Certified Check for N/A Dollars (\$ N/A ) or a Proposal Bond in the sum of Five Percent (5%) of Total Amount Bid Dollars (\$ 279,257.38 ), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the proposal is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within ten (10) business days after the date of receipt of written notification of acceptance of said proposal; otherwise, said check or bond shall be returned to the undersigned upon demand.

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

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

Date: May 26, 2021

  
Authorized Signature

James R. Holt, President

(Printed or Typed Name)

Horseshoe Construction, Inc.

Company  
2309 S. Battleground Rd.

Address  
La Porte, Harris

City, County  
Texas, 77571

State Zip Code

Telephone: 281 - 478-5477

Fax: 281 - 478-6436

Email: cynthia@horseshoe-inc.com

**FEDERAL TAX ID or SOCIAL SECURITY No.**

76-0389648

(Seal if Offeror is a Corporation)

ATTEST:

  
Secretary Bradley S. King

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 05/20/21

Addenda No. 2 Date 05/25/21

Addenda No. \_\_\_\_\_ Date \_\_\_\_\_

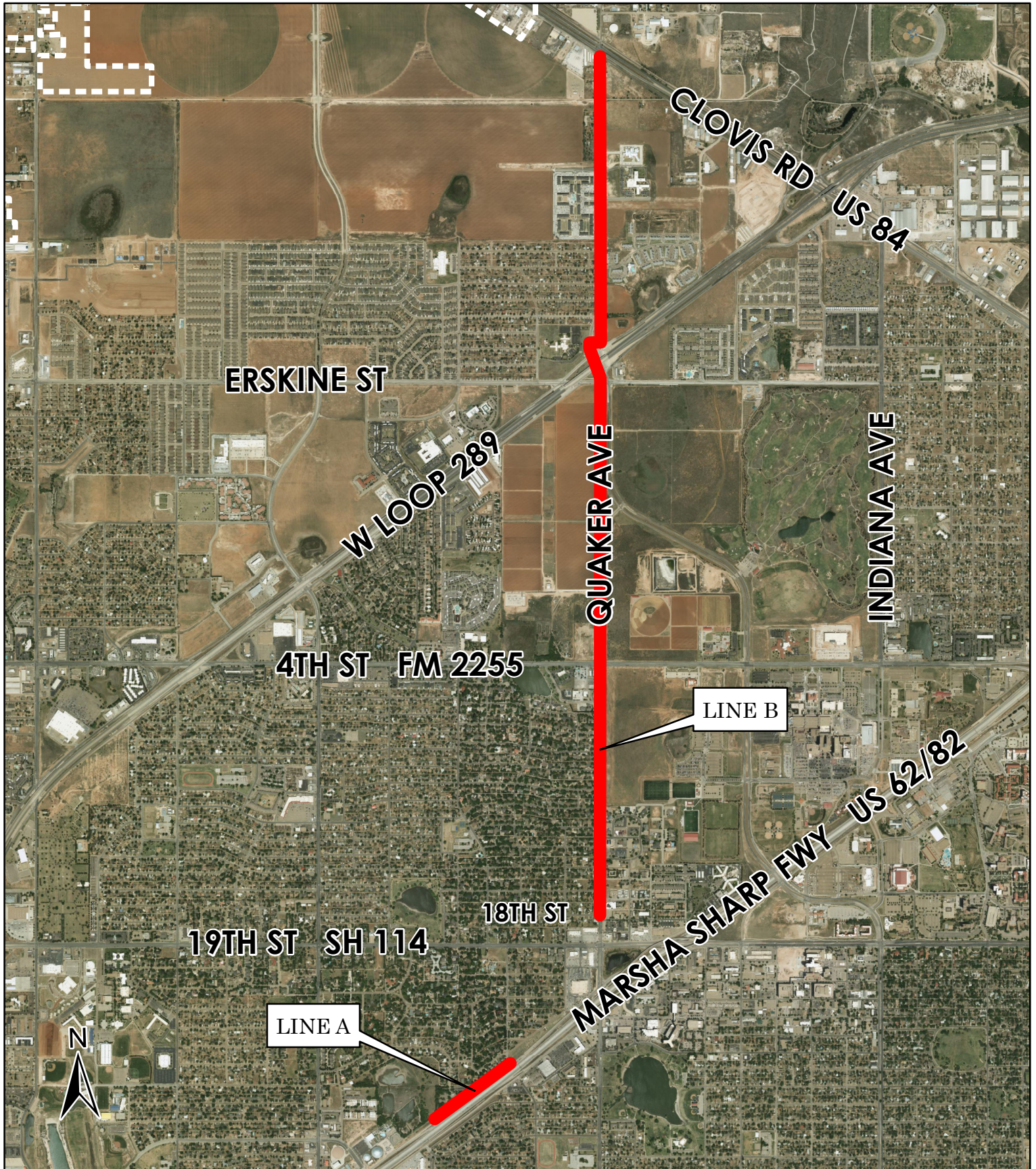
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_

M/WBE Firm:

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



# Low Pressure Supply Line Lining Project



As required by Chapter 2051, Geospatial Data Products of the Government Code, this product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

0 1,000 2,000 4,000 6,000  
Feet





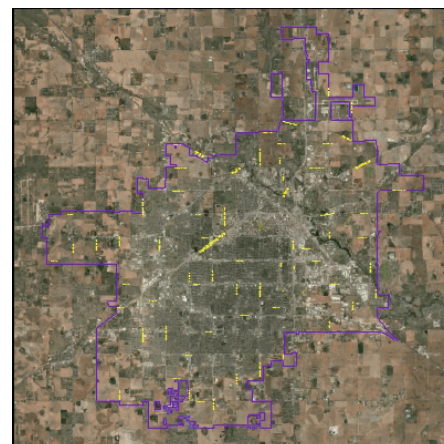
**City of Lubbock  
Capital Project  
Project Cost Detail  
June 22, 2021**

Capital Project Number:	92659
Capital Project Name:	Low Pressure Supply Line Lining Project

<i>Encumbered/Expended</i>	<b>Budget</b>
Staff Time	\$ 7,047
Design Contract 15015 with Kimley-Horn	480,000

<i>Agenda Item June 22, 2021</i>	
Contract 15872 with Horseshoe Construction, Inc.	5,585,148
<b><i>Encumbered/Expended To Date</i></b>	<b>6,072,195</b>

<i>Estimated Cost for Remaining Appropriation</i>	
Low Pressure Supply Line Lining Project	927,805
<b><i>Remaining Appropriation</i></b>	<b>927,805</b>
 <b>Total Appropriation</b>	 <b>\$ 7,000,000</b>

Managing Department **Water Utility Administra**Project Manager **Josh Kristinek**Project Classification **Replacement Infrastructure**Project Status **Approved***Project Scope*

The scope of this project will be to rehabilitate the existing low pressure line. There is approximately 27,000 linear feet of pipe line. Current technology considerations will be to either slip line or Cast In Place Pipe.

The contract for evaluation and recommendation for repair is projected to be awarded in summer 2020 with the construction portion occurring in the winter of 2020.

*Project Justification*

Two 24 inch water lines gravity feed approximately 20 million gallons per day to Pump Station 16. One of these pipelines is a high pressure line and the other is a low pressure line with an approximate rating of 100 psi. The low pressure line delivers approximately 12 million gallons per day to Pump Station 16. Due to the age of the low pressure line, it has recently begun having reoccurring breaks. There has been an average of about one break on this pipeline per year over the last three years. This low pressure line is critical to the system functioning properly during the summer peak demand months.

*Project History*

\$500,000 was appropriated in the FY 2019-20 Budget, Ord. No. 2019-00129, October 1, 2019.

\$6,500,000 was appropriated in the FY 2020-21 Budget, Ord. No. 2020-00123, October 1, 2020.

Appropriation Detail	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	
Construction	0	6,500,000	0	0	0	0	0	6,500,000
Design and Engineering	500,000	0	0	0	0	0	0	500,000
<b>Total Project Appropriation</b>	500,000	6,500,000	0	0	0	0	0	7,000,000

Funding Detail	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	
FY 2020 Water/Wastewater Cash	500,000	0	0	0	0	0	0	500,000
FY 2021 Water/Wastewater Revenue CO's	0	6,500,000	0	0	0	0	0	6,500,000
<b>Total Funding Sources</b>	500,000	6,500,000	0	0	0	0	0	7,000,000

Operating Budget Impact	Unappropriated Planning Years						Total Impact
	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	
No Impact Anticipated	0	0	0	0	0	0	0
<b>Total Operating Budget Impact</b>	0	0	0	0	0	0	0



## **Purchasing and Contract Management**

### **Project Summary**

#### **RFP 21-15872-TF Low Pressure Supply Line Lining**

Notice was published in the Lubbock Avalanche Journal on May 2 & May 9, 2021.

Notice was published on the Purchasing Web Site under Bid Opportunities.

Notice was published on BidSync.com and Bonfire.com from May 2 to May 27, 2021.

21 individuals attended the pre-proposal conference.

74 vendors viewed using BidSync.com and Bonfire.com.

44 vendors downloaded the documents.

9 vendors were notified separately.

3 vendors submitted a proposal.



## Regular City Council Meeting

6. 13.

Meeting Date: 06/22/2021

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### Information

#### Agenda Item

**Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Professional Services Agreement Contract 15977, with Freese and Nichols, Inc., for professional engineering services associated with the Elevated Storage Tank (EST) Design and Pressure Zone Delineation.

#### Item Summary

A Water Distribution System Master Plan for the City of Lubbock was completed in June 2017. The Master Plan identifies a need for ten million gallons of elevated storage by the year 2034. In order to meet this projected demand, it is recommended that 5 two million gallon elevated storage tanks be installed over the next several years. The City currently owns 3 elevated storage tanks with a total capacity of four million gallons, with three million gallons in the west pressure zone, and one million gallons in the east pressure zone. The existing elevated storage tanks are below the City's current and future hydraulic grade line (HGL) and therefore cannot be relied upon as functional storage capacity.

The Texas Commission of Environmental Quality (TCEQ) requires 100 gallons of elevated storage per connection, resulting in a future need for four million gallons of elevated storage capacity on the east pressure zone, and six million gallons on the west pressure zone, for a total of ten million gallons across the City. These storage tanks will also provide an opportunity to optimize pump station efficiencies within the City of Lubbock, reducing electric, operations, and maintenance costs as well as providing pressure during power outages. In order for these elevated storage tanks to function properly, the City must establish and delineate the pressure plane between the east/west pressure zones. The initial review of the pressure plane that runs along Indiana Avenue has revealed that there are inoperable valves and valves that cannot be located along the boundary. This project will include the replacement or rehabilitation of broken valves and installation of additional piping where a proper pressure zone cannot be established within the current system.

Staff recommends award of the professional service agreement to Freese and Nichols, Inc. of Fort Worth, Texas, for \$955,522.62. Time for substantial completion is 365 calendar days from the Notice to Proceed.

#### Fiscal Impact

This contract is in the amount of \$955,522.62 and is funded in Capital Improvement Projects 92452, Elevated Storage Tanks and 8622, Pressure Zone Delineation.

#### Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Mike Keenum, Division Director of Engineering

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## **Attachments**

Resolution

Professional Service Agreement

Budget Detail

CIP Detail

CIP Detail

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**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Professional Services Agreement Contract No. 15977 for Elevated Storage Tank (EST) Design and Pressure Zone Delineation, by and between the City of Lubbock and Freese and Nichols, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
DANIEL M. POPE, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Jessica McEachern, Assistant City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Amy L. Sims, Deputy City Attorney

# PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 15977 is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Freese and Nichols, Inc., (the "Engineer"), a Texas corporation.

## WITNESSETH

**WHEREAS**, The City desires to contract with the Engineer to provide professional services for Elevated Storage Tank (EST) Design and Pressure Zone Delineation, (the "Activities"); and

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

**WHEREAS**, the City desires to contract with the Engineer to provide professional services related to the Activities, and Engineer desires to provide the Services related to same.

**NOW THEREFORE**, for and in consideration of the terms, covenants and conditions set forth in this Agreement, the City and the Engineer hereby agree as follows:

## ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term of 365 days. If the Engineer determines that additional time is required to complete the Services, the City Engineer, may, but is not obligated to, in his or her discretion, execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of the consideration must be approved by the City acting through its governing body.

## **ARTICLE II. SERVICES AND COMPENSATION**

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

B. The Engineer shall receive as consideration to be paid for the performance of the Services, in an amount not to exceed \$955,522.62, as set forth in Exhibit "B".

## **ARTICLE III. TERMINATION**

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

B. Termination and Remedies. In the event the Engineer breaches any term and/or provision of this Agreement, the City shall be entitled to exercise any right or remedy available to it by this Agreement, at law, equity, or otherwise, including without limitation, termination of this Agreement and assertion of an action for damages and/or injunctive relief. The exercise of any right or remedy shall not preclude the concurrent or subsequent exercise of any right or remedy and all rights and remedies shall be cumulative.

## **ARTICLE IV. NON - ARBITRATION**

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

## **ARTICLE V. REPRESENTATIONS AND WARRANTIES**

A. Existence. The Engineer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

B. Corporate Power. The Engineer has the corporate power to enter into and perform this Agreement and all other activities contemplated hereby.

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

D. Engineer. The Engineer maintains a professional staff and employs, as needed, other qualified specialists experienced in providing the Services, and is familiar with all laws, rules, and regulations, both state and federal, including, without limitation the applicable laws, regarding the Activities contemplated hereby.

E. Performance. The Engineer will and shall conduct all activities contemplated by this Agreement in accordance with the standard of care, skill and diligence normally provided by a professional person in performance of similar professional services, and comply with all applicable laws, rules, and regulations, both state and federal, relating to professional services, as contemplated hereby.

F. Use of Copyrighted Material. The Engineer warrants that any materials provided by the Engineer for use by City pursuant to this Agreement shall not contain any proprietary material owned by any other party that is protected under the Copyright Act or any other law, statute, rule, order, regulation, ordinance or contractual obligation relating to the use or reproduction of materials. The Engineer shall be solely responsible for ensuring that any materials provided by the Engineer pursuant to this Agreement satisfy this requirement and the Engineer agrees to indemnify and hold City harmless from all liability or loss caused to City or to which City is exposed on account of the Engineer's failure to perform this duty.

## **ARTICLE VI. SCOPE OF WORK**

The Engineer shall accomplish the following: Professional Services related to the Services, as provided in Exhibit "A", attached hereto and made a part hereof.

## **ARTICLE VII. INDEPENDENT CONTRACTOR STATUS**

The Engineer and the City agree that the Engineer shall perform the duties under this Agreement as an independent contractor and shall be considered as independent contractor under this Agreement and/or in its activities hereunder for all purposes. The Engineer has the sole discretion to determine the manner in which the Services are to be performed. During the performance of the Services under this Agreement, the Engineer and the Engineer's employees and/or sub-consultants, will not be considered, for any purpose, employees or agents of the City within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

## **ARTICLE VIII. INSURANCE**

The Engineer shall procure and carry, at its sole cost and expense through the life of this Agreement, except as otherwise provided herein, insurance protection as hereinafter specified, in form and substance satisfactory to the City, carried with an insurance company authorized to transact business in the state of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein. The Engineer shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or sub-consultant of the Engineer to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability and automobile liability coverage for non-owned and hired vehicles with insurance carriers admitted to do business in the state of Texas. The insurance companies must carry a Best's Rating of A-VII or better. Except for Professional Liability, the policies will be written on an occurrence basis, subject to the following minimum limits of liability:

**Commercial General Liability:**

Per Occurrence Single Limit: \$1,000,000

General Aggregate Limit: \$2,000,000

**Professional Liability:**

Combined Single Limit: \$2,000,000

**Automobile Liability:**

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

**Employer's Liability:**

Per Occurrence Single Limit: \$1,000,000

**Worker's Compensation**

Per Occurrence Single Limit: \$500,000

The Engineer shall further cause any approved subcontractor or sub-consultant to procure and carry, during the term of this Agreement, the insurance coverage required of Engineer herein, including without limitation, Professional Liability coverage, protecting the City against losses caused by the professional negligence of the approved subcontractor or sub-consultant. The City shall be listed as a primary and noncontributory additional insured with respect to the Automobile Liability and Commercial General Liability and shall be granted a waiver of subrogation under those policies. The Engineer shall provide a Certificate of Insurance to the City as evidence of coverage.

The Certificate shall provide 30 days' notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy shall be included in the Certificate. The Engineer shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas



Labor Code. Further, the Engineer shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Engineer maintains said coverage. The Engineer may maintain Occupational Accident and Disability Insurance in lieu of Worker's Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City. If at any time during the life of the Agreement or any extension hereof, the Engineer fails to maintain the required insurance in full force and effect, the Engineer shall be in breach hereof and all work under the Agreement shall be discontinued immediately.

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

#### **ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS**

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

The Engineer represents that such services are either under applicable value thresholds or are otherwise exempt from notice and/or bid requirements under Texas Law.

#### **ARTICLE X. CONFIDENTIALITY**

The Engineer shall retain all information received from or concerning the City and the City's business in strictest confidence and shall not reveal such information to third parties without prior written consent of the City, unless otherwise required by law.

## **ARTICLE XI. INDEMNITY**

THE ENGINEER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, RELATED TO OR OCCASIONED BY, THE NEGLIGENT ACTS OF THE ENGINEER, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS AGREEMENT AND/OR THE USE OR OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

## **ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS**

The Engineer shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to the activities under this Agreement, and any amendments thereto.

## **ARTICLE XIII. NOTICE**

A. General. Whenever notice from the Engineer to the City or the City to the Engineer is required or permitted by this Agreement and no other method of notice is provided, such notice shall be given by (1) actual delivery of the written notice to the other party by hand (in which case such notice shall be effective upon delivery); (2) facsimile (in which case such notice shall be effective upon delivery); or (3) by depositing the written notice in the United States mail, properly addressed to the other party at the address provided in this article, registered or certified mail, return receipt requested, in which case such notice shall be effective on the third business day after such notice is so deposited.

B. Engineer's Address. The Engineer's address and numbers for the purposes of notice are:

Freese and Nichols, Inc.

Nicholas Lester, P.E.

801 Cherry Street, Suite 2800

Fort Worth, Texas, 76102

Telephone: 817-735-7393

Email: ncl@freese.com

C. City's Address. The City's address and numbers for the purposes of notice are:

Bailey Ratcliffe, P.E.  
City of Lubbock  
P.O. Box 2000  
1314 Avenue K  
Lubbock, Texas 79457  
Telephone: 806-775-2329  
Email: bratcliffe@mylubbock.us

D. Change of Address. Either party may change its address or numbers for purposes of notice by giving written notice to the other party as provided herein, referring specifically to this Agreement, and setting forth such new address or numbers. The address or numbers shall become effective on the 15th day after such notice is effective.

#### **ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES**

Provision of Data. The City shall furnish the Engineer non-confidential studies, reports and other available data in the possession of the City pertinent to the Engineer's Services, so long as the City is entitled to rely on such studies, reports and other data for the performance of the Engineer's Services under this Agreement (the "Provided Data"). The Engineer shall be entitled to use and rely, so long as such reliance is reasonable, upon all such Provided Data.

#### **ARTICLE XV. MISCELLANEOUS**

A. Captions. The captions for the articles and sections in this Agreement are inserted in this Agreement strictly for the parties' convenience in identifying the provisions to this Agreement and shall not be given any effect in construing this Agreement.

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

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

D. Assignability. The Engineer may not assign this Agreement without the prior written approval of the City.

E. Successor and Assigns. This Agreement binds and inures to the benefit of the City and the Engineer, and in the case of the City, its respective successors, legal representatives, and assigns, and in the case of the Engineer, its permitted successors and assigns.

F. Construction and Venue.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT IS PERFORMABLE IN LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

G. Severability. If any provision of this Agreement is ever held to be invalid or ineffective by any court of competent jurisdiction with respect to any person or circumstance, the remainder of this Agreement and the application of such provision to persons and/or circumstances other than those with respect to which it is held invalid or ineffective shall not be affected thereby.

H. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless such amendment, modification, or alteration is in writing, dated subsequent to this Agreement, and duly authorized and executed by the Engineer and the City.

I. Entire Agreement. This Agreement, including Exhibits "A" through "B" attached hereto, contains the entire agreement between the City and the Engineer, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

J. No Joint Enterprise. Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between the Engineer and the City.

K. Documents Owned by City. Any and all documents, drawings and specifications prepared by Engineer as part of the Services hereunder, shall become the property of the City when the Engineer has been compensated as set forth in Article II, above. The Engineer shall make copies of any and all work products for its files.

L. Notice of Waiver. A waiver by either the City or the Engineer of a breach of this Agreement must be in writing and duly authorized to be effective. In the event either party shall execute and deliver such waiver, such waiver shall not affect the waiving party's rights with respect to any other or subsequent breach.

M. Third Party Activities. Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than the City and the Engineer.

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

O. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization

P. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

Q. Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

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**EXECUTED** as of the Effective Date hereof.


**CITY OF LUBBOCK**

\_\_\_\_\_  
DANIEL M. POPE, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Michael G. Keenum, P.E., CFM  
Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kelli Leisure, Deputy City Attorney

Firm

Freese and Nichols, Inc.

By:   
\_\_\_\_\_  
Nicholas Lester, P.E., Vice President



**Texas Government Code Subtitle F, Title 10, Chapter 2271**

I, Nicholas Lester (Person name), the undersigned  
representative of

Firm Name Freese and Nichols, Inc.

(hereafter referred to as company)

Pursuant to Section 2271.002, applies only to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

Verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract the above-named  
Company, business or individual with the City of Lubbock acting by and through City of  
Lubbock.

06/07/2021

Date



Authorized Signature

**EXHIBIT A**  
**SCOPE OF SERVICES FOR:**  
**ELEVATED STORAGE TANK DESIGN AND PRESSURE ZONE DELINEATION**  
**PRELIMINARY DESIGN, FINAL DESIGN and CONSTRUCTION**  
**REPRESENTATION**

**GENERAL:**

- A. Elevated Storage Tank (EST) Design and Pressure Zone Delineation (The "Project") includes the project administration and design for the following facilities:
1. Design of Pressure Zone Delineation
  2. Demolition of 50<sup>th</sup> Street 1.0 MG EST
  3. Design of up to 200 LF of 20" Water Line to 50<sup>th</sup> Street 2.0 MG EST site
  4. Design of 50<sup>th</sup> Street 2.0 MG EST
  5. Design of up to 2,200 LF of 20" Water Line to Milwaukee 2.0 MG EST site
  6. Design of Milwaukee 2.0 MG EST
  7. Design of up to 800 LF of 20" Water Line to 82<sup>nd</sup> Street 2.0 MG EST site
  8. Design of 82<sup>nd</sup> Street 2.0 MG EST
  9. Design of up to 200 LF of 20" Water Line to 3<sup>rd</sup> Street 2.0 MG EST site
  10. Design of 3<sup>rd</sup> Street 2.0 MG EST
  11. Design of up to 200 LF of 20" Water Line to Clovis Highway 2.0 MG EST site
  12. Design of Clovis Highway 2.0 MG EST
- B. The Project will be five bid packages:
1. Pressure Zone Delineation Bid Package
  2. Demolition of 50<sup>th</sup> Street 1.0 MG EST, Construction of 50<sup>th</sup> Street 2.0 MG EST and Milwaukee 2.0 MG EST, and Construction of up to 2,200 LF of 20" Water Line Bid Package
  3. Construction of 82<sup>nd</sup> Street 2.0 MG EST and Construction of up to 800 LF of 20" Water Line Bid Package
  4. Construction of 3<sup>rd</sup> Street 2.0 MG EST and Construction of up to 200 LF of 20" Water Line Bid Package
  5. Construction of Clovis Highway 2.0 MG EST and Construction of up to 200 LF of 20" Water Line Bid Package.

C. The following facilities are not part of the Project. If added to the Project, this Agreement may be amended to provide such facilities, and additional compensation may be granted to Engineer therein.

1. Design of water treatment facilities.

D. This contract will include:

1. Design of Pressure Zone Delineation
2. Design of all five ESTs, site work, and associated water lines to connect to the existing system.
3. Bid and Award of Pressure Zone Delineation Bid Package (Bid Package #1)
4. Bid and award for the Demolition of 50th Street 1.0 MG EST, Construction of 50th Street 2.0 MG EST and Milwaukee 2.0 MG EST, and Construction of up to 2,200 LF of 20" Water Line Bid Package (Bid Package #2)
5. General representation, resident representation, and onsite inspection of the Pressure Zone Delineation Bid Package
6. General representation, resident representation, and onsite inspection of the Demolition of 50th Street 1.0 MG EST, Construction of 50th Street 2.0 MG EST and Milwaukee 2.0 MG EST, and Construction of up to 2,200 LF of 20" Water Line Bid Package

The three remaining tank projects bid and award, general representation, resident representation, and onsite inspection will be added by Amendment in the future.

**BASIC SERVICES:** The Basic Services include the project administration, preliminary investigations and reports, preparation of detailed design, as set forth herein, and construction documents. Construction bid and award services and construction phase services are also included in basic services. Engineer sometimes referred to as "FNI" shall render the following professional services in connection with the development of the Project:

A. **GENERAL SCOPE OF SERVICES TASKS:** ENGINEER will provide the following as part of the preliminary and final design phase of The Project:

1. Attend a kick-off meeting to clarify OWNER'S requirements for the Project, review pertinent data, review Project staffing and organization, and present the initial work plan and schedule.
2. Provide administration and managements of The Project. Review ongoing activities. Monitor schedule and budget. Review progress with OWNER on a regular basis. Discuss issues with the OWNER as they are noted. Attend coordination meetings (up to 4) with the OWNER. Prepare and distribute minutes of the meetings. All meetings provided for in this Agreement shall occur at the offices of the OWNER, or other location determined by the OWNER.
3. Provide monthly update reports which include the following:
  - Status of the work

- Major tasks to be completed in the next month
- Discussion of major issues
- Scope changes to project scope or Engineer's scope
- Project budget update (if major changes since the last update)
- Project schedule update (if major changes since the last update)
- Status of deliverables

**B. DESIGN PHASE:** FNI shall provide professional services in this phase as follows:

1. **Public Meetings:** FNI will meet with the City and Lubbock citizens for up to ten (10) public meeting where the chosen site locations will be presented along with proposed concepts, site renderings, and site requirements. FNI will provide shadow cast studies to aid in these meetings. Refer to special services for additional detail on tank rendering and shadow cast study assumptions for each EST. Five (5) public meetings are assumed during site selection, and five (5) public meetings are assumed prior to construction of the tank.
2. **Design Milestones:** Once PER has been finalized, FNI will commence final design of the project. Design submittals for each EST bid package shall be provided by FNI to the OWNER at 60% and 90%. The submittals shall include construction drawings, specifications, contract documents, bid proposal, updated schedule, and updated opinion of probable construction costs. Six (6) hard copies and one electronic copy of these items shall be submitted to the OWNER at each of the submittal dates. Workshops will be held with the Owner at 60% and 90% design milestones.
3. **Design Scope (for each EST):** Provide final layout, elevation, details, and specifications for five (5) elevated storage tanks, showing tank and pedestal, inlet and outlet lines, control valves, drains, overflow, interior and yard piping, access ladders, valves and vaults, re-circulation arrangement, manways, logo, access roadway, fencing, and site drainage. Provide adequate detail to enable the tank manufacturer to prepare final design and shop drawings for the tank foundation and complete tank. Scope shall also include up to 3,400 linear feet of 20" water line design.
4. **Structural Engineering (for each EST):** Provide Structural plans, cross-sections, details, and specifications for the piping penetrations and tank overflow outfall structure. Elevated storage tank contractor is responsible for structural design of the tank and foundation. FNI will review structural design submittal of elevated storage tank contractor.
5. **Electrical Engineering (for each EST):** Provide Electrical plans, details, and specifications for the elevated storage tank electrical equipment, instrumentation, controls, lighting, control valve, and security intrusion alarm features. Scope will also include radio path analysis and design and EST bowl LED lighting system design.

6. Stormwater and Overflow Analysis (for each EST): Perform site visit to document the existing drainage patterns and features. Collect previously-approved Drainage Analysis Reports (DARs) for the proposed sites and reference available Master Drainage Plan Data (MDP) where available. Drainage analysis requirements will vary based on proximity to an existing Special Flood Hazard Area (SFHA). Complete required analysis and submittal as identified in the Drainage Criteria Manual (DCM). Attend up to one meeting to discuss the site drainage at all five EST sites.

3rd Street EST, Clovis Hwy. EST, and 50th Street EST Locations:

For sites without an approved DAR, delineate on-site and off-site drainage areas and runoff using the appropriate methodology based on the requirements set forth in the DCM. Calculate the capacity of on-site and off-site existing drainage features in the immediate vicinity of the site. Develop proposed drainage improvements on-site and immediately off-site using normal depth analysis to carry the larger of the site runoff or tank overflow. Prepare a drainage area map of the site reflecting the results of the stormwater and overflow analysis. For sites with an approved DAR, confirm that proposed condition complies with assumptions and calculations previously prepared. Update calculations, where required, to accommodate the proposed site conditions. Prepare and submit the Drainage Improvements for Capital Projects Documentation Checklist.

82nd Street EST and Milwaukee EST Locations

For sites without an approved DAR, delineate on-site and off-site drainage areas and runoff using the appropriate methodology based on the requirements set forth in the DCM. Calculate the capacity of on-site and off-site existing drainage features in the immediate vicinity of the site. Develop proposed drainage improvements on-site and immediately off-site using normal depth analysis to carry the larger of the site runoff or tank overflow, except where locations are in the influence of a playa. Prepare a drainage area map of the site reflecting the results of the stormwater and overflow analysis. For sites with an approved DAR, confirm that proposed condition complies with assumptions and calculations previously prepared. Update calculations, where required, to accommodate the proposed site conditions. Prepare a Playa Cut/Fill Submittal in conformance with the DCM and Ordinance 38.07 and 38.08. Prepare and submit the Drainage Improvements for Capital Projects Documentation Checklist. Prepare and submit the Floodplain Development Permit in conformance with the DCM, including an Elevation Certificate and a Floodproofing Certificate.

7. FAA Coordination (for each EST): Coordinate with FAA regarding siting, height, marking, and

lighting requirements for the elevated storage tank.

8. Bid Set of Plans for Demolition of 50<sup>th</sup> Street 1.0 MG EST, Construction of 50<sup>th</sup> Street 2.0 MG EST and Milwaukee 2.0 MG EST, and Construction of 2,200 LF of 20" Water Line: Provide plans, specifications, contract documents, and bid proposals for construction contract to complete this project.
9. Bid Set of Plans for Construction of 82<sup>nd</sup> Street 2.0 MG EST: Provide plans, specifications, contract documents, and bid proposals for construction contract to complete this project.
10. Bid Set of Plans for Construction of 3<sup>rd</sup> Street 2.0 MG EST: Provide plans, specifications, contract documents, and bid proposals for construction contract to complete this project.
11. Bid Set of Plans for Construction of Clovis Highway 2.0 MG EST: Provide plans, specifications, contract documents, and bid proposals for construction contract to complete this project.
12. TCEQ Coordination (for each EST): FNI to lead coordination efforts with TCEQ regarding the new elevated storage tank and existing elevated storage tank rehabilitation.

C. BID OR NEGOTIATION PHASE. Upon completion of the design services and approval of "Final" drawings and specifications by Owner, FNI will proceed with the performance of services in this phase as follows:

1. Bid Phase services will be performed for the following bid packages:
  - a. Pressure Zone Delineation Bid Package
  - b. Demolition of 50th Street 1.0 MG EST, Construction of 50th Street 2.0 MG EST and Milwaukee 2.0 MG EST, and Construction of 2,200 LF of 20" Water Line Bid Package
2. Assist OWNER in securing bids, issuing notice to bidders and notifying selected plan rooms. The notice to bidders will be furnished to OWNER for publication in the local news media. The cost for publications shall be paid by OWNER.
3. Distribute plans to bidders using the web-based CivCast utilized by Freese and Nichols for bidding projects. Cost for any bidder's requests for hard copies of bid documents will be paid for by bidder. Keep a record of prospective bidders and plan rooms and other parties to whom the bidding documents have been distributed. Advertise for bids on FNI's website, and keep the website updated with addenda information, plan holder lists, and bidding information.
4. Attend one (1) pre-bid conference for each construction contract.
5. Issue Addenda as appropriate to clarify, correct, or change the bidding documents.



6. Assist OWNER in the opening, tabulation, and analysis of the bids received and furnish recommendations on the award of contract as appropriate.
7. Assist OWNER in the preparation of documents for execution of the construction contract. FNI will conform the contract documents, make four (4) original copies for execution. FNI will also make ten (10) conformed copies of the plans and specifications for use by the Contractor and OWNER and Engineer. The ten (10) copies will include five (5) full size copies, five (5) half size copies, and electronic PDF copy.
8. The Bid and Award phase will be considered complete upon execution of the construction contracts and distribution of the conformed copies of the plans and specifications.

D. CONSTRUCTION PHASE (GENERAL REP): Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect Owner in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

1. Construction Phase services will be provided for the following bid packages:
  - a. Pressure Zone Delineation Bid Package
  - b. Demolition of 50th Street 1.0 MG EST, Construction of 50th Street 2.0 MG EST and Milwaukee 2.0 MG EST, and Construction of 2,200 LF of 20" Water Line Bid Package
2. Assist Owner in conducting pre-construction conference(s) with the Contractor(s), review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.
3. Establish communication procedures with the Owner and contractor. Submit monthly reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, cash flow, construction schedule and pending and approved contract modifications.
4. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's submittals, including, requests for

information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.

5. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
6. Make one site visits per month (Total of 21 site visits) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the Owner against defects and deficiencies in the work of Contractors and will report any observed deficiencies to Owner. Visits to the site in excess of the specified number are an additional service.
7. Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
8. Coordinate the work of testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality control of the Project.
9. Interpret the drawings and specifications for Owner and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by Owner, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
10. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the Owner to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the Owner. Documentation of field orders, where cost to Owner is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the Owner are an additional service. Substitutions of materials or equipment or design modifications requested by the Owner are an additional service.

11. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the Owner on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the Owner if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of FNI are an additional service.
12. Assist in the transfer of and acceptance by the construction contractor of any Owner furnished equipment or materials.
13. Conduct, in company with Owner's representative, four pre-coating site meetings (two for the Milwaukee EST and two for the 50<sup>th</sup> Street EST).
14. Conduct, in company with Owner's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of one trip are an additional service.
15. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Five (5) half-sized sets and Two (2) full-sized sets of prints of "Record Drawings" shall be provided by FNI to Owner.

**SPECIAL SERVICES:** FNI shall render the following special services in connection with The Project:

- A. ENVIRONMENTAL PERMITTING REVIEW:** An FNI environmental scientist will assemble and review data such as aerial photographs, USGS topographic maps, National Wetlands Inventory (NWI) maps, and the USGS National Hydrography Dataset (NHD); conduct a site visit at ten (10) proposed EST sites; review the proposed design with the design engineers; and prepare a technical memorandum to document what, if any, environmental permits/authorizations are required.
- B. PHASE 1 ENVIRONMENTAL SITE ASSESSMENT:** FNI shall conduct and prepare a Phase I Environmental Site Assessment (ESA) for four (4) proposed Elevated Storage Tank (EST) sites in Lubbock, Texas. The Phase I ESA will be conducted based on standards published by the Environmental Protection Agency All Appropriate Inquiries (AAI) Final Rule and ASTM International (ASTM) under Standard Guideline E1527-13, "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process." The following components will be included in the Phase I ESA report: a historical land use review, regulatory agency records review, site reconnaissance visit and interviews. The Phase I ESA does not include an investigation or survey for the presence of mold, lead-based paint, or asbestos.
- C. EVALUATION OF HEAVY METALS ASSOCIATED WITH 50<sup>TH</sup> STREET ELEVATED STORAGE TANK:** FNI will review data from previous tank inspections and coatings investigations, as applicable, to determine appropriate testing for tank removal. FNI will collect up to 8 samples of paint from the exterior wall and/or legs of the elevated storage tank. FNI does not propose to collect independent samples from interior paint. Exterior paint samples will be used to represent all paint on the tank to be removed. Samples will be analyzed for total and leachable heavy metal concentrations for waste classification and worker safety purposes. FNI will prepare a letter report documenting the sample analytical results and providing any special requirements needed to be taken during tank removal. If elevated concentrations of any heavy metal compound are detected in paint samples, FNI will provide specifications for proper handling of coatings containing elevated concentrations of heavy metals during construction.
- D. GEOTECHNICAL ENGINEERING (FOR EACH EST):** FNI will perform the following geotechnical tasks (for each EST):

Coordinate field activities for site access. Contact Texas One Call System and local utilities to locate buried utilities within existing easements and right-of-way. For each tank, provide three (3) borings to a depth of 35 feet at the proposed tank pedestal perimeter and one (1) boring to a depth of 60 feet at select locations. Provide a total of seven (7) borings to a depth of 15 feet along the proposed pipeline corridors to each tank site. During drilling, obtain soil samples for testing using 3-inch diameter Shelby tubes for cohesive soils and using a 2-inch diameter split-barrel sampler for non-

cohesive soils. Perform Texas Cone Penetrometer (TCP) tests in rock and rock-like material. Backfill borings with cuttings and plug the upper foot of each boring with quick-setting concrete mix. During drilling, observations of seepage and groundwater will be recorded. Provide an engineer or geologist to log the borings, direct the drilling, record the blow counts from field tests, and handle and store the samples. Select samples for laboratory testing, assign tests, and review test results. Tests are expected include classification tests (liquid and plastic limits and percent passing the #200 Sieve), moisture contents, pressure swell tests, and unconfined compression tests. Review subsurface conditions and soil properties found by the field and laboratory work and discuss the implications for design with FNI engineers. FNI will prepare a technical memorandum of the geotechnical investigation for each tank bid package (4 total technical memoranda) presenting the boring locations, boring logs, lab test results and a discussion of general subsurface conditions at the site and their impact on the design. The report will include recommendations for subgrade preparation below the tank, recommended foundation type(s) and allowable loading, pavement design and a general discussion of construction issues.

**E. SURVEYING:** FNI will retain and monitor and direct, through a subcontract, the efforts of a survey firm (Hugo Reed) to provide the following services:

1. Survey of five (5) EST sites. Each site survey shall include the following:
  - a. Coordinates/Elevations relative to NAD83/NAVD88.
  - b. Property boundary.
  - c. Elevations across body of property sufficient to produce 1-foot contours.
  - d. Drainage features – flow line, breaklines, swales, crowns, curbs, gutters, ditches.
  - e. Visible indications of underground utilities including manholes, inlets, valves, pull boxes, risers, poles and transformers.
  - f. Other underground utilities based on markings, maps, and/or drawings provided by others as the result of a Texas811 locate.
  - g. All existing trees over 3" in caliper measured 3' above ground level.
  - h. Drainage structures – size, type, rim, and flow line (including headwalls features).
  - i. Pipe size, type, and flow line elevations of sanitary sewer lines to be tied into at accessible manholes.
  - j. Signage along adjacent streets and in parking areas
  - k. Location of visible, existing improvements.
  - l. Spot elevations in open areas.
  - m. Minimum of 2 permanent control points for future construction.
2. ROW to ROW Topographic Survey of 3,400 LF Pipeline Corridor:
  - a. 2,000 LF to Milwaukee EST
  - b. 800 LF to 82nd Street EST
  - c. 200 LF to 50<sup>th</sup> Street, 3<sup>rd</sup> Street, and Clovis Highway tanks.
3. Survey top of nut for 100 valves along pressure zone boundary.
4. X,Y,Z Pothole Location Data for 5 Locations at proposed connections to the distribution system.

**F. LAND PLATTING AND EASEMENT DOCUMENT PREPARATION:** FNI will retain and monitor and direct, through a subcontract, the efforts of a survey firm (Hugo Reed) to provide the

following services:

1. Boundary survey of properties necessary for title transfer and preparation of final plat (excluding the 50th Street site which is already platted and owned by the City).
2. Five (5) boundary surveys/exhibits for water line easement acquisition.
3. Preparation of four (4) final plats for recording.

**G. FULL-TIME SURFACE PREPARATION AND COATING INSPECTION SERVICE (FOR EACH EST):** FNI will retain Boswell Consulting as a subconsultant and perform the following tasks:

1. Provide full-time Surface Preparation and Coating Inspection Service during the interior and exterior coating processes for the elevated tank.
2. Services include:
  - a. Review of project plans and specifications to evaluate that proper surface preparation and coating application techniques are being followed.
  - b. Submittal of Daily Reports on the days of inspections, including a record of ambient weather conditions, material batch numbers, general and sub-contractor information, and a complete summary of work completed.
  - c. Checking coating products to verify they meet specs.
  - d. Checking blast material and anchor profiles of steel.
  - e. Checking mixing and application of each of the coating products.
  - f. Checking dry film thickness after each coat is cured and before next coat is applied.
  - g. Monitoring testing of all immersed areas for pin-holes or holidays.
3. Services include providing a coating inspector for a maximum of 840 hours on each tank. The estimated hours for inspection is an assumption and the actual required may vary depending on the Contractor's means and methods. During construction, FNI will track the inspector's hours and notify the City if additional hours are required to complete the project.
4. Welding inspection will be performed by contractor per AWWA D107. Boswell consulting will visit the site one time for interpretation of X-ray film for weld testing. Does not include providing X-ray crew and X-ray testing.

**H. PUBLIC INVOLVEMENT:** FNI will retain and monitor and direct, through a subcontract the efforts of a Public Involvement Firm to provide the following services:

1. Participating in four (4) internal strategy/planning meetings by phone with the consultant team.
2. Coordinating with the lead consultant and City staff on plans for public meetings related to the design and construction of each overhead storage tank.
3. Reviewing draft announcements (to be prepared by City staff) about each public meeting, and providing relevant guidance and input on the messaging and communications strategy for each.
4. Attending each public meeting and handling attendee registration on-site
  - a. Five meetings would be held during the tank design phase (all in year one of the project)



**I. EST RENDERING AND SHADOW STUDY (FOR EACH EST):** FNI will the following services to aid in public meeting presentations:

1. Conduct one (1), half day (up to four hours) tank aesthetics concept meeting with City staff. At this meeting the FNI project manager and 3-D rendering technician will discuss with City staff the City's ideas and concepts for the steel bowl paint scheme and potential pedestal improvements.
  - a. FNI will provide past examples of other composite elevated tanks that have received or concepts that show aesthetic treatments to the bowl and pedestal.
  - b. FNI will provide tank "worksheets" for the group to sketch ideas
  - c. At the conclusion of the meeting, City staff will provide FNI with recommendation for aesthetic improvements at each site.
  - d. On the same day as this meeting, FNI will take photographs of the site to be used in the 3-D rendering of the aesthetic options.
2. FNI will develop one 3-D rendering for each of the potential tank sites (10 renderings total) and submit the renderings electronically to City staff for comment.
3. Upon receipt of City comments on the renderings, FNI will make the agreed upon changes and resubmit electronic versions of the renderings and provide three (3) board-mounted renderings for each tank site analyzed (10 renderings total) for use in City Council presentations.
4. FNI will take the City's preferred option, revise the 3-D renderings into a final tank concept rendering to be used in public meetings, City promotions, and design. FNI will provide the City electronic files of the rendering and one board-mounted rendering.
5. FNI will provide up to five (5) shadow cast studies for potential tank sites.

**TIME OF PERFORMANCE:** FNI is authorized to commence work on The Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the following schedule:

- Notice to Proceed from Owner – Second Quarter 2021
- Submit 90% Level Plans and Specifications for Construction of Clovis Highway 2.0 MG EST – Third Quarter 2021
- Submit 100% Level Plans and Specifications for Construction of 3<sup>rd</sup> Street and 82nd Street 2.0 MG EST – Third Quarter 2021
- Submit 100% Level Plans and Specifications for Construction of Clovis Highway 2.0 MG EST – Third Quarter 2021

The above schedule is based upon OWNER review of the design submittals within two weeks of submittal.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. In the event FNI asserts that it is entitled to additional time, it shall provide notice to the OWNER as soon as reasonably practicable after the event allegedly causing such delay shall occur ("Delay Event"), but in no event to exceed five (5) business days after the occurrence of the Delay Event. FNI shall use and exercise all diligence to promptly remove or remediate such Delay Event. In the event notice of the Delay Event shall not be provided as prescribed herein, FNI shall not be entitled to relief from schedule as provided in this AGREEMENT. These delays may include but are not limited to delays in OWNER or regulatory reviews, delays on the flow of information to be provided to FNI, except any delays occasioned by subcontracts or sub consultants of FNI, and governmental approvals. These delays may result in an adjustment to compensation.

**EXHIBIT A, PART 2, ADDITIONAL SERVICES**  
**ELEVATED STORAGE TANK DESIGN AND PRESSURE ZONE DELINEATION**  
**PRELIMINARY DESIGN, FINAL DESIGN and CONSTRUCTION REPRESENTATION**

**ADDITIONAL SERVICES:** Additional project administration and design services to be performed by FNI, if authorized by Owner, which are not included in the above described General Service, Basic Services, and Special Services, are, except as may otherwise provided to be performed by FNI, described as follows:

- A. Field layouts or the furnishing of construction line and grade surveys.
- B. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by Owner.
- C. Providing renderings, model, and mock-ups requested by the Owner.
- D. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by Owner or 2) due to other causes not solely within the control of FNI.
- E. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction and providing services as may be required in connection with the replacement of such Work.
- F. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by Owner.
- G. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- H. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
- I. Preparing Operation and Maintenance Manuals or conducting operator training.
- J. Preparing data and reports for assistance to Owner in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- K. Assisting Owner in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- L. Performing investigations, studies and analyses of substitutions of equipment and/or materials or

deviations from the drawings and specifications.

- M. Assisting Owner in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT. This provision shall not apply to any expense related to a legal action to which FNI is a party.
- N. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
- O. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- P. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- Q. Services required to resolve bid protests or to rebid the projects for any reason other than fault of any type or degree of FNI.
- R. Visits to the site in excess of the number of trips included in the General Services, Basic Services, or Special Services for periodic site visits, coordination meetings, or contract completion activities.
- S. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Owner.
- T. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form, except as noted in the scope of services.
- U. Providing value engineering studies or reviews of cost savings proposed by others.
- V. Prepurchase or preselection or any alternate contract structure or number of contracts other than stipulated in Exhibit A – Basic Services.
- W. Provide any services after the satisfactory conclusion and completion of the General Services, Basic Services, and Special Services of the Project.

**EXHIBIT C, ENGINEER'S ADDITIONAL CONDITIONS**  
**ELEVATED STORAGE TANK DESIGN AND PRESSURE ZONE DELINEATION**  
**PRELIMINARY DESIGN, FINAL DESIGN and CONSTRUCTION REPRESENTATION**

**RESPONSIBILITIES OF OWNER:** Owner shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Wherever used in this document, the term Engineer includes Engineer's officers, directors, partners, employees, agents, and Engineers Consultants.
- B. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to FNI's services for the Project.
- C. Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project as provided in this AGREEMENT.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this AGREEMENT.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, except as otherwise the responsibility of FNI as provided in this AGREEMENT.
- H. Give prompt written notice to FNI whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services.
- I. Direct FNI through an Amendment to this agreement authorized by the City's governing body to provide, Additional Services as stipulated in Exhibit "A," Part 2, if deemed necessary by Owner.

- J. Provide the following services, unless provided specifically otherwise in this Agreement:**
- a. Provide land acquisition services.**
  - b. Provide pothole of existing distribution system lines at proposed 20" water line connections (5 locations total).**
  - c. Valve functionality testing along pressure plane boundary.**
  - d. Asphalt removal and repair to aid in exposing existing valves within the system along the pressure plane boundary.**
  - e. Pay all platting fees, legal services fees.**
  - f. Pay all permits fees and mitigation cost.**
  - g. Provide land title research and title policy.**
  - h. Provide advertisement for bids in local publications as required.**



**EXHIBIT B, PART 1 – BUDGET**  
**ELEVATED STORAGE TANK DESIGN AND PRESSURE ZONE DELINEATION**  
**PRELIMINARY DESIGN, FINAL DESIGN and CONSTRUCTION REPRESENTATION**

CITY and ENGINEER have established a not-to-exceed budget of \$ 955,522.62 for the Elevated Storage Tank Design and Pressure Zone Delineation to complete all services under this AGREEMENT. This amount will not be exceeded without a contract amendment agreed upon and executed by both parties to this agreement. CITY will pay the ENGINEER hourly, for services identified in Exhibit “A, Part 1”, based on ENGINEERS Fee Schedule presented as EXHIBITS B, Parts 1-2. Subconsultant services will be billed at cost to ENGINEER with a 10 percent handling fee. The Budget is presented for the services of ENGINEER under this AGREEMENT is provided in this Exhibit B. CITY and ENGINEER agree to allow redistribution of funds between Activities and tasks as appropriate to allow flexibility in providing the needed services within the not-to-exceed budget.

ENGINEER agrees to complete these services as delineated above. Should there be a Change in Scope of Work or Time of Performance, then this can result in an amendment or modification for extension on time to this AGREEMENT which shall be negotiated at that time.

The budget assumes that all work will be completed within 365 calendar days from the Notice to Proceed.

**EXHIBIT B, PART 2 - HOURLY RATE SCHEDULE COMPENSATION  
ELEVATED STORAGE TANK DESIGN AND PRESSURE ZONE DELINEATION  
PRELIMINARY DESIGN, FINAL DESIGN and CONSTRUCTION REPRESENTATION**

Compensation to FNI shall be computed on the basis of the following Schedule of Charges.

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify CITY for The CITY's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

<u>Position</u>	<u>Hourly Rate</u>	
	<u>Min</u>	<u>Max</u>
Professional 1	84	157
Professional 2	106	166
Professional 3	129	241
Professional 4	161	258
Professional 5	196	370
Professional 6	208	421
Construction Manager 1	94	186
Construction Manager 2	115	201
Construction Manager 3	177	237
Construction Manager 4	217	305
CAD Technician/Designer 1	76	156
CAD Technician/Designer 2	110	167
CAD Technician/Designer 3	141	220
Corporate Project Support 1	55	133
Corporate Project Support 2	77	185
Corporate Project Support 3	111	281
Intern / Coop	45	113
Senior Advisor	175	175

**Rates for In-House Services and Equipment**

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&amp;W</u>	<u>Color</u>	
	Small Format (per copy)	\$0.10	\$0.25	Valve Crew Vehicle (hour) \$75
	Large Format (per sq. ft.)			Pressure Data Logger (each) \$100
<u>Tech Charges</u>	Bond	\$0.25	\$0.75	Water Quality Meter (per day) \$100
8.50 per hour	Glossy / Mylar	\$0.75	\$1.25	Microscope (each) \$150
	Vinyl / Adhesive	\$1.50	\$2.00	Pressure Recorder (per day) \$200
				Ultrasonic Thickness Guage (per day) \$275
	Mounting (per sq. ft.)	\$2.00		Coating Inspection Kit (per day) \$275
	Binding (per binding)	\$0.25		Flushing / Cfactor (each) \$500
				Backpack Electrofisher (each) \$1,000
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

**OTHER DIRECT EXPENSES:**

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

**These ranges and/or rates will be adjusted annually in February. Last updated February 2021.**

**EXHIBIT D, PROJECT REPRESENTATION**  
**ELEVATED STORAGE TANK DESIGN AND PRESSURE ZONE DELINEATION**  
**PRELIMINARY DESIGN, FINAL DESIGN and CONSTRUCTION REPRESENTATION**

- A. The ENGINEER will provide the following construction phase staff for Demolition of 50th Street 1.0 MG EST, Construction of 50th Street 2.0 MG EST and Milwaukee 2.0 MG EST, and Construction of 2,200 LF of 20" Water Line Bid Package as follows:

Resident Project Rep – Elevated Storage Tanks	24 hours per week for 77 weeks
Resident Project Rep – Pressure Zone Delineation	30 hours per week for 12 weeks

- B. The ENGINEER will have a Resident Project Representative on the Site. The duties, responsibilities and the limitations of authority of the Resident Project Representative, and designated assistants, are as follows:

1. Resident Project Representative is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding Resident Project Representative's actions. Resident Project Representative's dealings in matters pertaining to the on-site Work shall in general be with ENGINEER and CONTRACTOR, keeping Owner advised as necessary. Resident Project Representative's dealings with Subcontractors shall only be through or with full knowledge and approval of CONTRACTOR. Resident Project Representative shall generally communicate with Owner with the knowledge of and under the direction of ENGINEER.

C. Duties and Responsibilities of Resident Project Representative:

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedules of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:

- a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of Contract Documents; and assist ENGINEER in serving as Owner's liaison with CONTRACTOR when CONTRACTOR's operations affect Owner's on-site operations.
  - b. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
- 4. Shop Drawings and Samples:
  - a. Receive Samples which are furnished at the Site by CONTRACTOR and notify ENGINEER of availability of Samples for examination.
  - b. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.
- 5. Review of Work, Rejection of Defective Work, Inspections and Tests:
  - a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to ENGINEER whenever Resident Project Representative believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work the Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  - c. Verify that tests, equipment and systems start-up and operating and maintenance training are conducted in the presence of appropriate personnel, and the CONTRACTOR maintains adequate records thereof; and observe record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
- 6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

7. Request for Revisions: Consider and evaluate CONTRACTOR's suggestions for revisions to Drawings or Specifications and report with Resident Project Representative's recommendations to ENGINEER. Transmit to CONTRACTOR in writing decisions as issued by ENGINEER.
8. Records:
  - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents, including all Work Change Directives, Addenda, Change Orders, Field Orders, Written Amendments, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, submittals and correspondence received from and delivered to CONTRACTOR and other Project related documents.
9. Reports:
  - a. Furnish to ENGINEER periodic reports as required of progress of the work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawings and Sample submittals.
  - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
  - c. Draft proposed Written Amendments, Change Orders and Work Change Directives, obtaining backup material from CONTRACTOR and recommend to ENGINEER Written Amendments, Change Orders, Work Change Directives, and Field Orders.
  - d. Report immediately to ENGINEER and Owner the occurrence of any accident.
10. Payment Requests: Review Applications for Payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to Owner, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment at the Site but not incorporated in the Work.
11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to Owner prior to final payment for the Work.

12. Completion:

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
- b. Observe whether CONTRACTOR has performed inspections required by laws or regulations, ordinances, codes or order applicable to the Work, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
- c. Conduct a final inspection in the company of ENGINEER, Owner and CONTRACTOR and prepare a final list of items to be completed or corrected.
- d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

D. Limitations of Authority of Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, Subcontractor, Suppliers, or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work or any activities or operations of Owner or CONTRACTOR.
6. Shall not accept shop drawing or sample submittals from anyone other than the CONTRACTOR.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by ENGINEER.



**City of Lubbock, TX**  
**Capital Project**  
**Project Cost Detail**  
**June 22, 2021**

Capital Project Number:	8622
Capital Project Name:	Pressure Zone Deliniation and Valve Repair Project

Capital Project Number:	92452
Capital Project Name:	Elevated Storage Tanks

	<b>8622</b>	<b>Budget 92452</b>	<b>Total</b>
<i>Encumbered/Expended</i>			
City of Lubbock Staff	\$ 2,642	43,067	\$ 45,710
Professional Services		608	608
Contract 13900- PSA - Freese and Nichols, Inc.	79,581	1,246,967	1,326,547
2 - 2 MG Storage tanks - Contract 14949	-	10,640,600	10,640,600
Contract 15792 - MH Civil Constructors	305,000	800,000	1,105,000

<i>Agenda Item June 22, 2021</i>			
Contract 15977 - PSA - Freese and Nichols, Inc.	102,116	853,406	955,523
<b><i>Encumbered/Expended to Date</i></b>	489,339	13,584,648	14,073,988

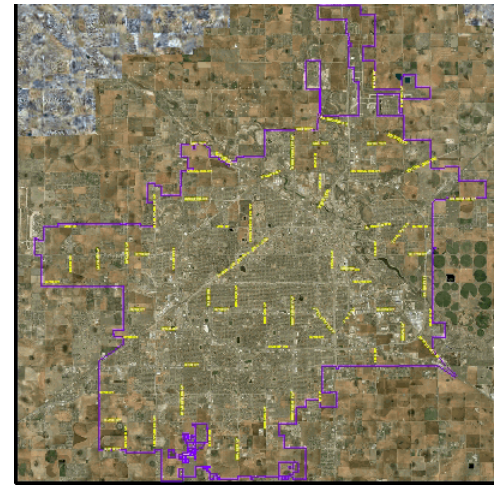
<i>Estimated Costs for Remaining Appropriation</i>			
Elevated Storage Tank Construction	5,661	417,191	422,851
<b><i>Remaining Appropriation</i></b>	5,661	417,191	422,851
<b>Total Appropriation To Date</b>	\$ 495,000	14,001,839	\$ 14,496,839

*Managing Department*      **Public Works Engineering**

*Project Manager*          **Josh Kristinek**

*Project Classification*      **Infrastructure Improvements**

*Project Status*              **Approved**



#### *Project Scope*

This project will properly establish and delineate the pressure plane between the east and west pressure zones. The project will utilize City field crews and engineering staff to verify locations and functionality of valves across the pressure plane zone boundary along Indiana Avenue. An initial review of the pressure plane boundary has discovered inoperable valves and missing valves along the boundary. This project will replace or rehabilitate broken valves along the pressure plane boundary and install pipe where a proper pressure zone cannot be established within the current water system.

Currently the valves at 66th Street and Martin Luther King Boulevard on a 36 inch transmission line are broken in the wrong position and need to be repaired or replaced in order for the distribution system to function properly.

#### *Project Justification*

The 2017 Water Distribution System Master Plan identified the need for five elevated storage tanks (ESTs) throughout the water system. The installation of these ESTs will save the city money in both electricity costs and operations and maintenance costs. In order for these ESTs to function properly, the pressure plane zoned must be properly established to prevent water from moving across one zone to the other.

#### *Project History*

\$495,000 was appropriated in the FY 2017-18 Budget, Ord. No. 2017-00111, October 1, 2017.

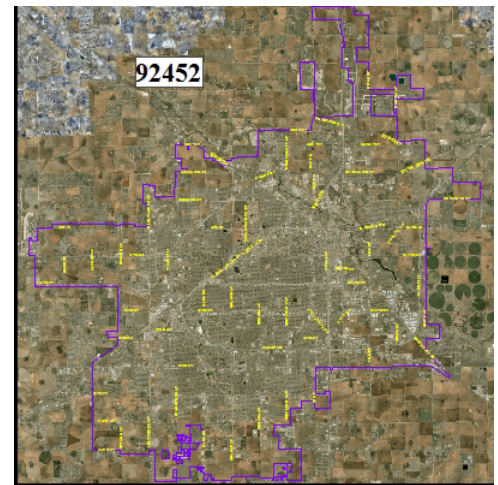
FY 17-18 Pressure Zone Delineation between the east and west pressure Zones repairing valves and placing infrastructure to complete the pressure zone including Construction, Design and Surveying as needed.

The City of Lubbock currently has three pressure planes: East, West and Southwest Zones. The 2017 Water Distribution System Master Plan has identified that the City only needs two pressure planes to operate optimally.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	
Construction	470,000	0	0	0	0	0	0	470,000
Design and Engineering	25,000	0	0	0	0	0	0	25,000
<b>Total Project Appropriation</b>	<b>495,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>495,000</b>

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	
FY 2018 Water/Wastewater Cash	495,000	0	0	0	0	0	0	495,000
<b>Total Funding Sources</b>	<b>495,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>495,000</b>

Operating Budget Impact	Unappropriated Planning Years						Total Impact
	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	
No Impact Anticipated	0	0	0	0	0	0	0
Total Operating Budget Impact	0	0	0	0	0	0	0

*Managing Department* **Water Production***Project Manager* **Josh Kristinek***Project Classification* **Infrastructure Improvements***Project Status* **Approved***Project Scope*

This project includes the acquisition of land for new elevated storage tanks (ESTs), and the construction of five 2 million gallon ESTs within the next 20 years to meet the Texas Commission of Environmental Quality (TCEQ) elevated storage requirements for the projected population. This project includes the engineering services and construction associated with elevated storage improvements for the City of Lubbock.

FY 20-21 Design of the remaining elevated storage tanks.

*Project Justification*

The TCEQ requires 100 gallons of elevated storage per connection resulting in 4 Million gallons on the east pressure plane and 6 million gallons on the west pressure plane for a total of 10 million gallons across the City. These storage tanks will also provide an opportunity to optimize pump efficiencies within the City of Lubbock saving on power costs and provide for pressure during power outages. These tanks will save electrical costs for the City and lower the costs of operations and maintenance for pump stations by allowing the pump stations to run at optimal ranges.

*Project History*

The City currently has three elevated storage tanks (ESTs) with a total capacity of 4 million gallons with 3 million gallons in the west pressure zone and 1 million gallons in the east pressure zone. The 2017 Water Distribution Master Plan identified a need for 10 million gallons of elevated storage by the year 2034. In order to meet this future demand it is recommended that five 2 million gallon ESTs be installed over the next 20 years. Three ESTs are needed in the west pressure zone and two ESTs in the east pressure zone. The three existing ESTs will be decommissioned since they were not built to the necessary height needed today.

FY 17-18 Budget is for Design of five elevated storage tanks.

FY 19-20 Design of the Milwaukee and 104th Street tank and 50th and Indiana Avenue will be completed. Construction will begin in the summer of 2020 of these two elevated storage tanks.

\$200,000 was appropriated in the FY 2016-17 Budget, Ord. No. 2016-00135, October 1, 2016.

\$2,250,000 was appropriated in the FY 2017-18 Budget, Ord. No. 2017-00111, October 1, 2017.

\$9.4 million was appropriated in the FY 2019-20 Budget, Ord. No. 2019-00129, October 1, 2019.

\$2,151,839 was appropriated in FY 2019-20, BCR# 1920-7, March 13, 2020.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	
Land Acquisition	200,000	0	0	0	0	0	0	200,000
Construction	11,551,839	0	0	12,000,000	0	6,000,000	0	29,551,839
Design and Engineering	2,250,000	0	0	0	0	0	0	2,250,000
<b>Total Project Appropriation</b>	<b>14,001,839</b>	<b>0</b>	<b>0</b>	<b>12,000,000</b>	<b>0</b>	<b>6,000,000</b>	<b>0</b>	<b>32,001,839</b>

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	
FY 2010 Water Revenue CO's	1,311,275	0	0	0	0	0	0	1,311,275
FY 2011 10-year Water Revenue CO's	48,240	0	0	0	0	0	0	48,240
FY 2014 10-year Water Revenue CO's	700,000	0	0	0	0	0	0	700,000
FY 2014 Water Revenue CO's	190,485	0	0	0	0	0	0	190,485
FY 2017 Water Cash	200,000	0	0	0	0	0	0	200,000
FY 2020 Water/Wastewater Revenue CO's	11,551,839	0	0	0	0	0	0	11,551,839
FY 2022 Water/Wastewater Revenue CO's	0	0	0	0	0	0	0	0
FY 2023 Water/Wastewater Revenue CO's	0	0	0	12,000,000	0	0	0	12,000,000
FY 2025 Water/Wastewater Revenue CO's	0	0	0	0	0	6,000,000	0	6,000,000
<b>Total Funding Sources</b>	14,001,839	0	0	12,000,000	0	6,000,000	0	32,001,839

<i>Operating Budget Impact</i>	Unappropriated Planning Years						Total Impact
	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	
No Impact Anticipated	0	0	0	0	0	0	0
<b>Total Operating Budget Impact</b>	0	0	0	0	0	0	0



## Regular City Council Meeting

6. 14.

Meeting Date: 06/22/2021

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### Information

#### Agenda Item

**Resolution - Public Works:** Consider a resolution authorizing the Mayor to execute Sole Source Contract 15777, with Hydra-Stop, for a service agreement to provide Hydra-Stop parts, fittings and insertion valves.

#### Item Summary

On February 25, 2019, the City Council approved the purchase of Hydra-Stop insertion valve equipment from KW Sharp, for use by our water pipeline crews. This Hydra-Stop insertion valve equipment is used in emergency situations when valve failure occurs to assist in shutting off water within the system. Since the Hydra-Stop equipment was purchased, pipeline crews have successfully installed more than 20 insertion valves within our distribution system. These Hydra-Stop valves were also purchased through KW Sharp.

The current item for consideration is a service agreement with the manufacturer, Hydra-Stop, to provide insertion valves, fitting, and parts directly to the City of Lubbock warehouse. This will allow for shorter lead times during times of emergency, by having parts available in the warehouse. This contract will also lower costs by allowing direct purchase from the manufacturer.

#### Fiscal Impact

The estimated annual expenditure for these insertion valves under this service agreement is \$100,000, and may be more or less depending upon the needs of the water system. These insertion valves will be inventory within the warehouse, and the parts will be charged to operating or capital as they are used within the distribution system.

#### Staff/Board Recommending

Jesica McEachern, Assistant City Manager  
Wood Franklin, Division Director of Public Works

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### Attachments

Resolution-Hydra-Stop  
Contract-Hydra Stop

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**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Service Contract No. 15777/Sole Source for hydrastop, by and between the City of Lubbock and Hydra-Stop of Burr Ridge, Illinois, 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 \_\_\_\_\_.

\_\_\_\_\_  
DANIEL M. POPE, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Jessica McEachern, Assistant City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kelli Leisure, Assistant City Attorney

RES.ServiceContract 15777- Hydrastop  
May 25, 2021

**City of Lubbock, TX  
Hydra-Stop  
Agreement**

This Service Agreement (this “Agreement”) is entered into as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”) by and between Hydra-Stop, (the Contractor), and the City of Lubbock (the “City”).

**RECITALS**

WHEREAS, the parties enter into this agreement in accordance with Local Government Code (LGC) § 252.022 (7) (A); Hydra-Stop is the sole designer and manufacturer of the Hydra-Stop; and

WHEREAS, Contractor desires to perform as an independent contractor to provide HYDRA-STOP PARTS, FITTINGS AND INSERTION VALVES, upon terms and conditions maintained in this Agreement; and

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

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

1. Exhibit A – Request for Exemption from Local Government Code 252
2. Exhibit B – Sole Source Justification
3. Exhibit C – Hydra-Stop Price Sheet

**Scope of Work**

Contractor shall provide the materials that are specified in Exhibit C.

**Article 1**

- 1.1 The contract term shall be for an initial one (1) year period, said date of term beginning upon City Council date of formal approval. The City and the contractor may, upon written mutual consent, extend the contract for four (4) additional one (1) year periods. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.
- 1.2 Prices quoted shall be set for a period for one (1) year, said date of term beginning upon City Council date of formal approval. The rate may be adjusted upward or downward at this time at a percentage not to exceed the effective change in Consumer Price Index (CPI) or Product Price Index (PPI), whichever is most appropriate for the specific contract for the previous 12-months at the City’s discretion, the effective change rate shall be based on either the local or national index average rate for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period.
- 1.3 The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement, whatsoever, without prior consent of the City.
- 1.4 All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds

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

- 1.5 This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

## **Article 2      Miscellaneous.**

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

days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

- 2.10 The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this do.
- 2.11 The contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof of insurance from the Subcontractor that complies with all contract Insurance requirements document, this provision shall control.
- 2.12 Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.
- 2.13 Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.
- 2.14 Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization.
- 2.15 Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract,

either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

- 2.16 No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

**-----INTENTIONALLY LEFT BLANK-----**

**IN WITNESS WHEREOF**, the parties hereof caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

CONTRACTOR

\_\_\_\_\_  
Daniel M. Pope, Mayor

BY:

\_\_\_\_\_  
Authorized Representative

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

\_\_\_\_\_  
Eli Kroloff, CFO Hydra-Stop

APPROVED AS TO CONTENT:

\_\_\_\_\_  
144 Tower Dr. Ste A

Address

\_\_\_\_\_  
L. Wood Franklin, P.E., Division of Public Works

\_\_\_\_\_  
Burr Ridge, IL, 60527  
City, State, Zip Code

APPROVED AS TO FORM:

\_\_\_\_\_  
Kelli Leisure, Assistant City Attorney



**City of Lubbock**  
**Purchasing and Contract Management**  
**Request for Exemption from Local Government Code §252**  
*(For Expenditures over \$3,000)*

Name of Director Submitting the Request: Brian Bearden

Department: Water Utilities (Pipeline Maintenance)

Date: 03/19/2021

1. Provide a detailed description of item(s) or service(s) exempt from the Texas Local Government Code per §252.022 and an explanation why the item(s) or service(s) are necessary. Explain what the items are, how the items will be used, who will use the items, and when and where the items will be used.

This will be for parts for our insta-valve machine as well as insta-valves. These are used for situations where we can not get the water off due to a broken valve, with this machine we can insert a valve with out interrupting anyones water service. These parts will be used by the Public Works (Water Pipeline Group), through out the City.

2. Statutory exemption for (Check one or more if applicable):

- ☐ 1. a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality; (In case of emergency, a contract may be awarded without competitive sealed bidding or competitive negotiation; however, such procurement shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. Attach Emergency Purchase Explanation Form PUR-75 to this request.)
- ☐ 2. a procurement necessary to preserve or protect the public health or safety of the municipality's residents; (Attach Emergency Purchase Explanation Form PUR-75 to this request.)
- ☐ 3. a procurement necessary because of unforeseen damage to public machinery, equipment, or other property;
- ☐ 4. a procurement for personal, professional, or planning services;
- ☐ 5. a procurement for work that is performed and paid for by the day as work progresses;
- ☐ 6. a purchase of land or a right-of-way;
- ☒ 7. a procurement of items that are available from only one source, including: (Attach Sole Source Justification Form PUR-070. Upon a determination in writing that there is only one source practicably available for that which is to be procured, a contract may be negotiated and awarded to that source without competitive sealed bidding or competitive negotiation. Please allow up to 45 days to process Sole Source Justification.)
- (A) Items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies;
- (B) Films, manuscripts, or books;
- (C) Gas, water, and other utility services;
- (D) Captive replacement parts or components for equipment;
- (E) Books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials;
- (F) Management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.
- ☐ 8. a purchase of rare books, papers, and other library materials for a public library;
- ☐ 9. paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements;
- ☐ 10. a public improvement project, already in progress, authorized by the voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes authorized by the voters;
- ☐ 11. a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212;
- ☐ 12. personal property sold;

- (A) at an auction by a state licensed auctioneer;  
(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code;  
(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or  
(D) under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391;
- ☐ 13. services performed by blind or severely disabled persons,  
☐ 14. goods purchased by a municipality for subsequent retail sale by the municipality;  
☐ 15. electricity; or,  
☐ 16. advertising, other than legal notices.

3. Factual justification for the request (Give a brief summary why this request falls within one or more of the exceptions circled in paragraph 2 above.):

Insta valve is the manufacturer of the machine we purchased back in 2019 and you can only use there inst valves with there equipment. So that is the reason they are a sole source supplier.

4. Requisition: 57023 Requisition Amount: \$100,000

5. Fleet Approval must be obtained from the Fleet Services Manager when the purchase includes rolling stock (e.g., autos, trucks, off-road equipment, farm equipment, trailers, utility/service bodies, etc.).

\_\_\_\_\_  
Signature of Fleet Services Manager

\_\_\_\_\_  
Date

6. Approval must be obtained from the Manager of Information Technology when the purchase includes any computer systems, computer hardware, computer software, or computer peripherals.

\_\_\_\_\_  
Signature of Manager of Information Technology

\_\_\_\_\_  
Date

**RECOMMENDED AND SUBMITTED BY:**

Mark Crutcher  
Signature  
(Expenditures under \$25,000 - Dept Head; over \$25,000 - Director)

3/22/21  
Date

**EXEMPTION APPROVED AND AUTHORIZED BY:**

[Signature]  
Signature of Director of Purchasing and Contract Management

5-05-2021  
Date

**City Of Lubbock  
Purchasing and Contract Management  
Sole Source Justification**

This form must be completed for each requisition/contract that provides for proprietary (sole source) acquisition of goods and services valued at a total amount of \$3,000 or more. If more space is needed, please attach additional page(s). Inadequate justification or documentation for a request for non-competitive procurement will result in a solicitation of bids.

Vendor: Hydra-Stop

Requisition: 57023

Product/Service: Replacement Parts/ Valves and Sleeves

Estimated annual expenditure for the above commodity or service: \$ 100,000

**1. Unique Features.** Specify the unique features or characteristics of the goods or services that are requested:

Hydra Stop is the company that we bought our inst valve machine from back in 2019 and there valves are the only ones that will work with the machine we purchased. They are the only company that makes the replacement parts as well.

**2. Special Needs.** Briefly explain why the unique specifications restrict the requisition to one manufacturer or provider:

They are the manufacturer of this machine and the valves, so you have to use there valves.

**3. Other Sources.** State the reason or reasons why competing products are not satisfactory, e.g. a justification for the proprietary (sole source) acquisition:

Because there valves were designed for there equipment.

**4. Initial all entries below that apply to the proposed purchase. Attach Request for Exemption from Local Govt Code 252 (form PUR-010) containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested). Please allow UP TO 45 DAYS to process Sole Source Justification.**

1. ☐ Sole Source request is for the original manufacturer or provider, there are no regional distributors. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
2. ☐ Sole Source request is for the only greater West Texas area distributor of the original manufacturer or provider. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
3. ☒ The part/equipment are not interchangeable with similar parts of another manufacturer.(Explain in separate memorandum.)
4. ☐ This is the only known item or service that will meet the specialized needs of this department or perform the intended function. (Attach memorandum with details of specialized function or application.)
5. ☐ The parts/equipment are required from this source to permit standardization. (Attach memorandum describing basis for standardization request.)
6. ☐ None of the above is applicable. A detailed explanation and justification for this sole source request is contained in attached memorandum.

The undersigned requests that Texas Local Government Code §252.021 Competitive Bidding and Competitive Proposal Requirements be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Brian Borden  
Department Head Signature  
Water Utilities Department  
Department

11/22/21  
Director Signature  
Public Works  
Division  
3/22/21  
Date

(PURCHASING DEPARTMENT USE ONLY)

Approved by Purchasing Director: [Signature] Date: 5.05.2021  
Disapproved By: \_\_\_\_\_ Date: \_\_\_\_\_  
Reason for Disapproval: \_\_\_\_\_



[www.hydra-stop.com](http://www.hydra-stop.com)

---

March 19, 2021

City of Lubbock  
1625 13th Street  
Lubbock, TX 79457

Dear Brian Bearden:

Hydra-Stop is the sole designer and manufacturer of the Hydra-Stop System. The Hydra-Stop System is an under-pressure pipe maintenance and repair system engineered to allow the repair and maintenance of water, wastewater and other fluid systems without interrupting service or requiring system shutdown.

The Hydra-Stop System allows any of its four standalone machines to expand capability and function through the use of interchangeable components and expansion kits: Hydra-Tapper 2"-20" pressure tapping, Hydra-Stopper 2"-20" line stopping, Insta-Valve 250® 4"-12" valve insertion. Covered by United States Patent No. 9,829,141,B2 and United States Patent No. 9,644,779,B2 and IVP 250® 16" valve insertion (Patent 8627843,B2). All design and invention rights are reserved. Additional Patents Pending.

Hydra-Stop Fittings, Insta-Valve 250® insertion valves and IVP 250® insertion valves are engineered specifically to be used with the Hydra-Stop System and are an integral component of the Hydra-Stop System.

If you require any addition information or documentation, please do not hesitate to contact me.

Sincerely,

*Eli Kroloff*  
City of Lubbock

Eli Kroloff  
CFO  
Hydra-Stop



144 Tower Drive | Burr Ridge, IL 60527  
Phone: (708)389-5111 | Fax: (708)389-5125

**SALES ORDER ACKNOWLEDGMENT: HSPQ16566-02**

Exhibit C

**DATE:** 05-10-2021

**Customer ID:** LUBB-TX

**Bill To**

**City of Lubbock**  
Brian Bearden  
1625 13th Street  
Lubbock, TX 79457

**Phone** (806)775-2610  
**Fax**

**Ship To**

**City of Lubbock**  
Brian Bearden  
1625 13th Street  
Lubbock, TX 79403

**Phone** (806)775-2610  
**Fax**

Sales Representative	Created By	Tax Exempt	Terms	Type of Business
Dan Huffaker	Dan Spratt	Yes	Net 30	DB-HS
Incoterms	Freight	Lead Time	Client Request Date	Industry
Ex-Works	Allowed	1 Week ARO		Municipality

Line	Part Number	Description	Qty	Unit Price	Ext. Price
1	25690250-CS-N	6", IV250, 6.90 Insta-Valve Body, Non-AIS, CS FLG, 304SS HW	4	\$2,306.00	\$9,224.00
2	25720250-CS-N	6", IV250, 7.20 Insta-Valve Body, Non-AIS, CS FLG, 304SS HW	3	\$2,306.00	\$6,918.00
3	25CARTLH06-250	6" Open Left Cartridge, IV250	7	\$1,498.00	\$10,486.00
4	25905250-CS-N	8", IV250, 9.05 Insta-Valve Body, 8", IV250, Non-AIS, CS FLG, 304SS HW	2	\$2,562.00	\$5,124.00
5	25932250-CS-N	8", IV250, 9.32 Insta-Valve Body, 8" IV250, Non-AIS, CS FLG, 304SS HW	1	\$2,562.00	\$2,562.00
6	25CARTLH08-250	8" Open Left Cartridge, IV250	3	\$1,692.00	\$5,076.00
7	251110250-CS-N	10", IV250, 11.10 Insta-Valve Body, CS FLG, 304SS HW Non AIS	1	\$4,918.00	\$4,918.00
8	251200250-CS-N	10", IV250, 12.00 Insta-Valve Body, CS FLG, 304SS HW Non AIS	1	\$4,918.00	\$4,918.00
9	25CARTLH10-250	10" Open Left Cartridge, IV250	2	\$2,483.00	\$4,966.00





## Regular City Council Meeting

6. 15.

Meeting Date: 06/22/2021

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### Information

#### Agenda Item

**Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Sherwood Design and Construction, LLC, at 1611 Avenue L, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation.

#### Item Summary

Sherwood Design and Construction, LLC, is renovating their property at 1611 Avenue L, which is located within the Downtown Tax Increment Financing District Boundary, as designated by the City of Lubbock. The scope of the permittable project includes demolition of the existing facade, new concrete, windows and doors.

The cost of the permittable project is estimated to be \$75,550, and the requested grant amount is \$7,555. The Market Lubbock, Inc. Board of Directors approved this amount at their May 26, 2021 Board Meeting, and recommend approval by the City Council.

#### Fiscal Impact

The total cost of the project is estimated to be \$75,550, with \$7,555 to be paid upon completion with the requested grant.

#### Staff/Board Recommending

Jesica McEachern, Assistant City Manager  
Brianna Gerardi, Director of Business Development  
Market Lubbock, Inc. Board of Directors

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### Attachments

Resolution  
Market Lubbock Resolution  
Market Lubbock Supporting Documentation

---

**RESOLUTION**

**WHEREAS**, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

**WHEREAS**, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

**THAT** the Downtown Permittable Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Sherwood Design and Construction, LLC, is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

**Passed by the City Council on \_\_\_\_\_.**

\_\_\_\_\_  
**DANIEL M. POPE, MAYOR**

**ATTEST:**

\_\_\_\_\_  
Rebecca Garza, City Secretary

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Brianna Gerardi, Business Development Director

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Kelli Leisure, Assistant City Attorney

**RESOLUTION APPROVING SHERWOOD DESIGN AND CONSTRUCTION, LLC  
1611 AVENUE L  
DOWNTOWN FACADE & PERMITTABLE GRANT**

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, May 26, 2021, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Sherwood Design and Construction, LLC, owned and operated by Casey Sherwood for renovations to the property at 1611 Avenue L located within the downtown TIF.

The scope of work will include demolition of the existing façade structure, new concrete, windows and doors, fencing, painting and landscaping totaling \$125,550 in expenses (\$50,00000 Façade and \$75,550 Permittable) of the property 1611 Avenue L. The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant Sherwood Design and Construction, LLC, a Downtown Façade Grant of \$25,000 and a Downtown Permittable Grant totaling \$7,555 for the project at 1611 Avenue L, which is located within the Downtown TIF, once proof of payment has been submitted.

WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Ms. SuzAnn Kirby and Seconded by Director, Mr. Matt Bumstead.

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Sherwood Design and Construction, LLC, for improvements to the building at 1611 Avenue L, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.



John Osborne, President & CEO



Linda Davis, Secretary

# **MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM**



**1611 Ave L**

**(Sherwood Design and Construction, LLC)**

**TOTAL SCOPE OF WORK = \$125,550**

**GRANTS = 32,555**

**TOTAL SCOPE OF FAÇADE WORK = \$50,000**

**FAÇADE GRANT = \$25,000**

**TOTAL SCOPE OF PERMITTABLE WORK = \$75,550**

**PERMITTABLE GRANT = \$7,555**



**Downtown Grant Program  
Presented to MLI Board  
May 26, 2021**

**Project 1611 Ave L (Façade and Permittable)**

Sherwood Design and Construction, LLC, is owned and operated by Casey Sherwood. Casey has been building and designing residential homes and renovating residential and commercial property in Lubbock since 2008 and excels in transforming vacant or rundown property into viable and valuable real estate. Casey is an alumnus of Texas Tech University where he graduated with a BFA in Design. His passion for modern industrial architecture and design is evident in the projects he has completed.

Sherwood Design is renovating the property at 1611 Ave L., located within the Downtown TIF. The scope of work will include demolition of the existing façade structure, new concrete, windows and doors, fencing, painting and landscaping totaling \$125,550 in expenses (\$50,000/Façade and \$75,550/Permittable).

The MLI Board is being asked to consider a Downtown Façade Grant for Sherwood Design and Construction, LLC totaling \$25,000 and a Downtown Permittable Grant totaling \$7,555 at 1611 Ave L.



## Downtown Grant - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

### MLI CONTACT INFORMATION

Jorge Quirino - Director of Downtown & Special Project: Phone: 806.749.4500  
Market Lubbock, Inc.  
1500 Broadway, Sixth Floor, Lubbock, TX 79401 Email: [jorge@marketlubbock.org](mailto:jorge@marketlubbock.org)

Date Initial Application Submitted (Due prior to start of construction or permits assigned) 03/13/19

Projected Project Start Date TBD

Project Property Address 1611 Ave L  
Property LCAD R# 122160

### GENERAL INFORMATION

Company Name Sherwood Design and Construction, LLC  
Street Address 4801 6th St.  
City, State, Zip Lubbock, TX 79417

Contact Casey Sherwood  
Title Owner  
Phone 806-543-2385  
Email [sherwood.construction@live.com](mailto:sherwood.construction@live.com)

### INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☒ Lease ☐

Grant Type: Permittable ☒ Façade ☒

#### Project Summary Scope

New commercial doors and windows, landscaping, new façade paint, stucco and stone.

Summary of Expenses (detailed bids attached)	Projected	MLI Approved
Façade	\$50,000	\$25,000
Permittable	\$75,550	\$7,555
		\$0
		\$0
<b>TOTAL</b>	<b>\$125,550</b>	<b>\$32,555</b>

Final bids will be used to calculate the project cost and grant amount.

### COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent
Casey Sherwood	100%		

Is the firm registered with the Secretary of State's Office to do business in Texas?

Yes ☒

Are you in good standing with the State of Texas?

Yes ☒

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations?

No ☒

Has the company or principals of the company had prior bankruptcies or lawsuits?

No ☒

If you answered "Yes" to either of the above two questions, please explain



**APPLICANT'S CHECKLIST:**

Initial application received by MLI prior to the start of construction and/or before permits are assigned ☐

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI. ☐

**Contact Brianna Gerardi, City Director of Development [bgerardi@mylubbock.us](mailto:bgerardi@mylubbock.us) , to determine:**

Does the scope of work meet downtown standards and guidelines? ☐

Are permits required for any aspect of the scope of work? ☐

Are public improvements required? ☐

**Documents Required for Final Grant Application**

Copies of City permits, if applicable ☐

Detailed/Itemized Bids ☐

Before Pictures ☐

Copy of building's current certificate of occupancy (request at [orr@mylubbock.us](mailto:orr@mylubbock.us)) ☐

Architectural Renderings (if applicable) ☐

Architectural Plans (if applicable) ☐

**After Completion of Construction**

Certificate of Occupancy or Similar City Document Approving Completion (*Applicant responsible for final scope of work matching approved scope*) ☐

Proof of Payment:

PAID Invoices (must reference the approved project) ☐

Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies) ☐

Signature (not required for electronic submittals): Casey Sherwood

Date: per email 3/11/21 (originally submitted 3/13/19)

## 1611 Ave L – Before and After





## 1611 Ave L – Before Pictures





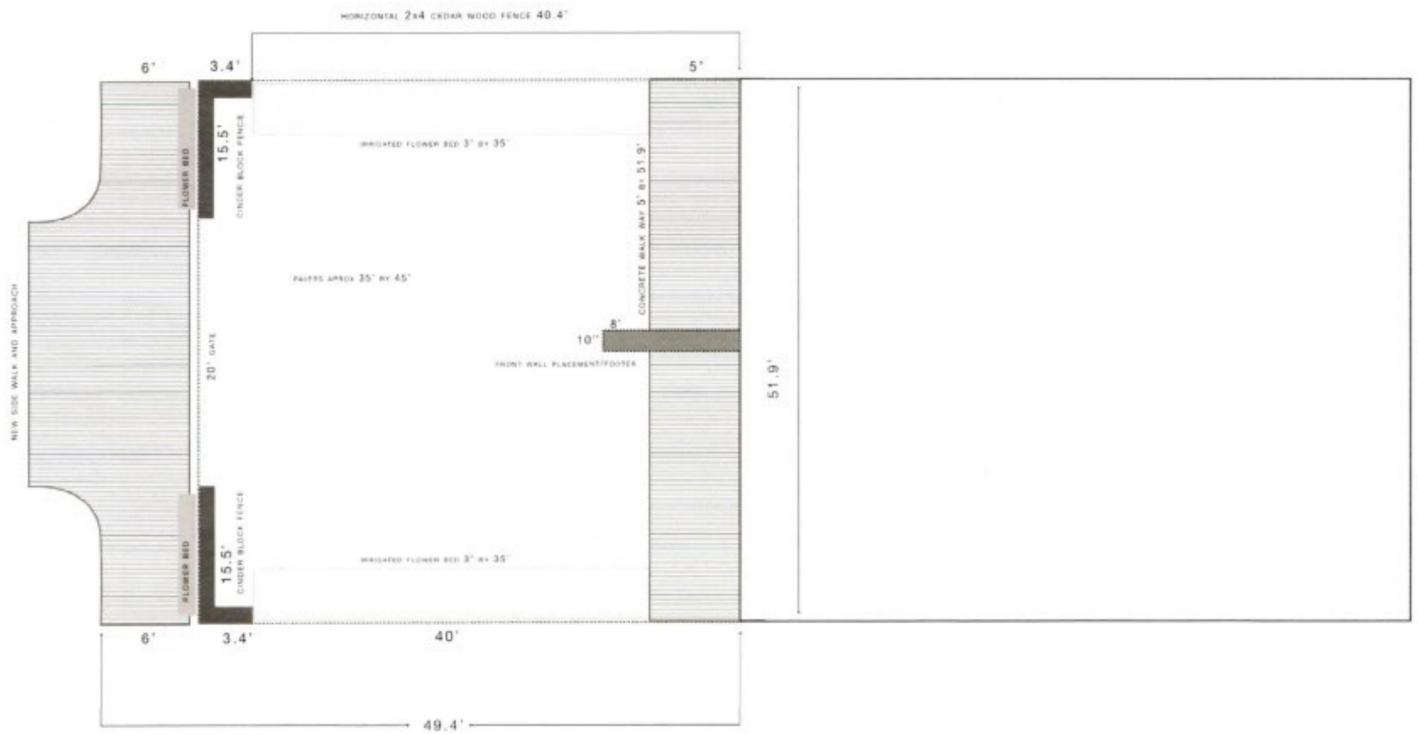
# 1611 Ave L – Renderings and Plans



1611 AVE L FRONT FACADE RENOVATION

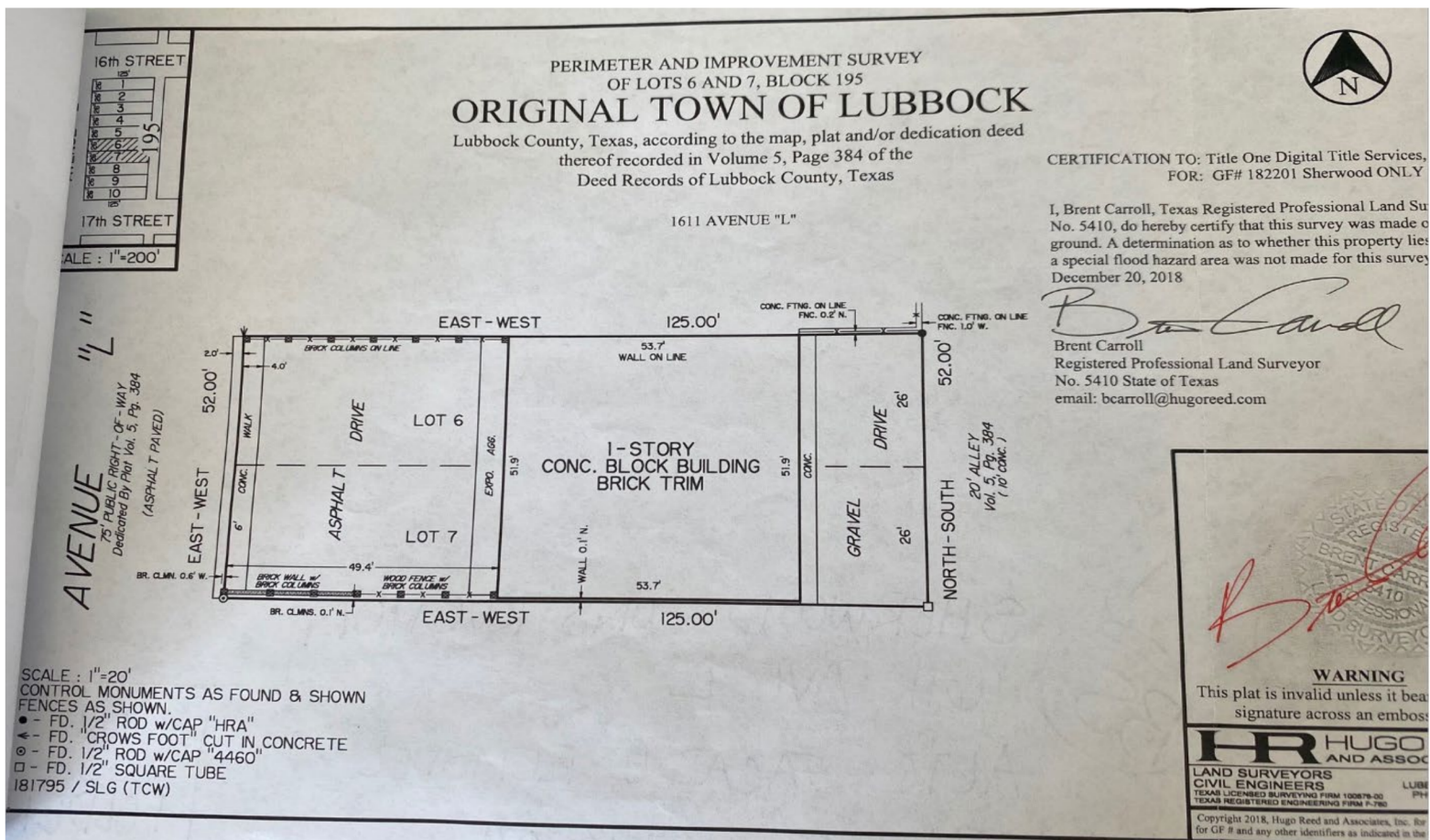
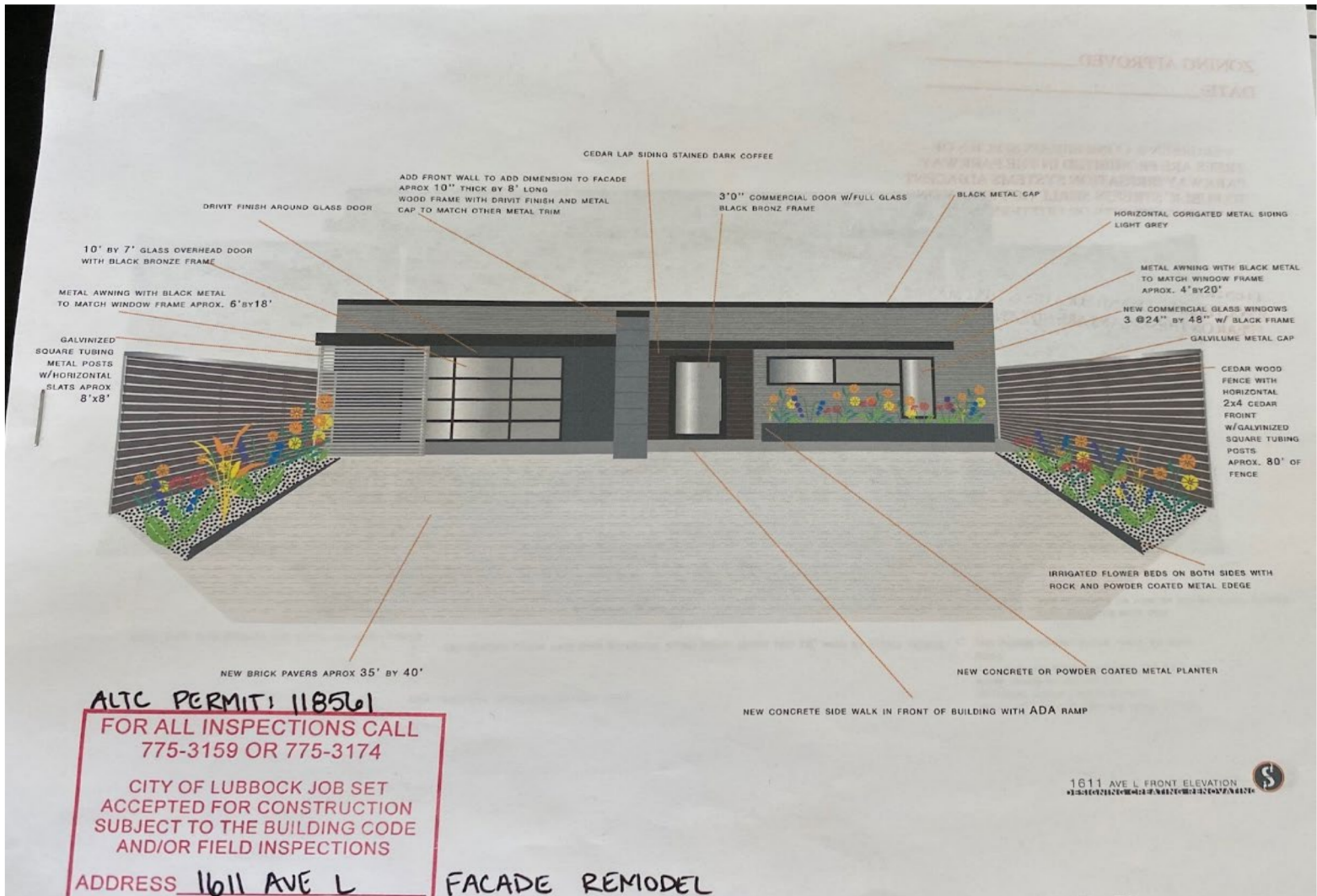


1611 AVE L FRONT FACADE RENOVATION



1611 Ave L Front Facade Renovation









# CITY OF LUBBOCK

## PERMIT RECEIPT

Page 1 of 1

APN: 6670000019500025000  
DATE ISSUED: 29-Apr-2021  
PERMIT: COMM-118561-2021  
SCOPE: Commercial Building Alterations  
SITE ADDRESS: 1611 Ave L  
SUBDIVISION: ORIGINAL TOWN LUBBOCK  
CITY: Lubbock

PARCEL OWNER: SHERWOOD CASEY & T  
ADDRESS: 4801 6TH ST  
CITY/STATE/ZIP: LUBBOCK, TX 79416-491

<u>Contact</u>	<u>Company</u>	<u>Role</u>	<u>Billing Contact</u>
CASEY SHERWOOD	SHERWOOD DESIGN AND CONSTRUCT	Contractor	Yes

<u>Date</u>	<u>Fee Name</u>	<u>Fee Notes</u>	<u>Paid To Date</u>	<u>Balance Due</u>
16-Apr-2021	Comm - Alteration/Remodeling		\$110.25	\$0.00
16-Apr-2021	Building Permit Plan Review Fee	25% of Permit Fees	\$50.00	\$0.00
			<b>Total</b>	<b>\$0.00</b>

<u>Payment Number</u>	<u>Payment Date</u>	<u>Payment Type</u>	<u>Payment Note</u>	<u>Transaction Type</u>	<u>Billing Contact</u>	<u>Payment Amount</u>
TRC-146991-29-04-2021	04/29/2021	Check	1049	Fee Payment	CASEY SHERW	\$160.25
				<b>Fee Name</b>	<b>CREDIT ACCOUNT</b>	<b>DEBIT ACCOUNT</b>
						<b>AMOUNT PAID</b>
				Building Permit Plan Review Fee	100.6222	100.1003
				Comm - Alteration/Remodeling	100.6222	100.1003



## SHERWOOD CONSTRUCTION

ESTIMATE

1611 AVE L FACADE

5-09-21

### 1611 AVE L

#### FRONT LOT CLEAN UP

CLEAN UP TRASH AND TREE LIMBS  
CLEAN UP OLD DEBRIS AND ABANDONED ITEMS

#### DEMO

REMOVE BRICK COLUMNS AND BRICK WALL  
REMOVE BRICK FACADE ON FRONT OF BUILDING  
REMOVE OLD ASSPHALT PARKING LOT  
REMOVE TREE STUMPS AND OVERGROWN VEGETATION  
REMOVE OLD METAL ENTRANCE DOOR  
REMOVE OLD WINDOWS  
REMOVE METAL AWNING  
REMOVE PARKING CONCRETE BUMPERS

#### CONCRETE

REMOVE CRACKED CONCRETE APPROACH  
REMOVE OLD SIDE WALKS  
REMOVE CONCRETE IN FRONT OF BUILDING  
POUR NEW FENCE FOOTING  
POUR NEW STEM WALL FOOTING  
POUR NEW FLAT WORK SIDE WALK 6' BY 51'  
ADD ADA RAMP IN FRONT OF DOOR  
POUR NEW SIDE WALK 4'x51'  
POUR NEW APROACH AND CURB AND GUTTER

#### FRAMING

FRAME NEW 8' BY 11' 2x8 WALL IN FRONT OF BUILDING  
FRAME NEW 10'BY 7' OPENING FOR STORE FRONT GLASS DOOR  
FRAME NEW 2'x4' HORIZONTAL OPEING FOR WINDOWS  
WELD METAL FRAME FOR AWNING OVER HANGS AND ATTACH TO BUILDING  
OVER HANG APROX 7' BY 20' AND 7'BY24'

#### METAL INSTALLATION

INSTALL NEW METAL HAT CHANNEL TO CINDER BLOCK WALL TO ATTACH METAL SHEETS  
INSTALL NEW CORRUGATED GREY METAL TO FACADE TO WEATHER PROOF EXTERIOR  
INSTALL NEW METAL TO AWNING FRAME  
INSTALL NEW METAL TRIM AND GUTTERS TO FRONT OF BUILDING  
INSTALL NEW METAL TRIM AROUND WINDOWS AND DOORS

#### DOORS AND WINDOWS

INSTALL NEW 10'BY 7' GLASS OVERHEAD DOOR  
INSTALL NEW 3'0" COMMERCIAL STORE FRONT DOOR  
INSTALL THREE NEW 2'x4' COMMERCIAL GLASS WINDOWS

#### MASONRY

BUILD NEW CINDER BLOCK FENCE BY THE STREET APROX 40' FENCE  
USE CHARCOAL EXTERIOR BLOCK  
INSTALL PAVERS IN FRONT COURTYARD

#### EXTERIOR FENCE

BUILD NEW WOODEN FENCE WITH HORIZONTAL PATTERN APROX 85'  
USE GALVANIZED 2"x2" POST  
USE DOUG FUR LUMBER  
BUILD 7'BY 20' SLIDING GATE TO MATCH WOOD FENCE

#### EXTERIOR PAINT

SEAL CINDER BLOCK WALL WITH WATER BLOCK SEALER  
STAIN EXTERIOR FENCE WITH COMMERCIAL GRADE WEATHER SEALANT

#### PLUMBING/IRRIGATION

ADD PLUMBING AND IRRIGATION TO FRONT FLOWER BEDS

#### ELECTRICAL

ADD NEW EXTERIOR FRONT LIGHTING ON FACADE OF BUILDING  
ADD NEW EXTERIOR FRONT LIGHTING ON FRONT GATE ENTRANCE

#### LAND SCAPING

ADD NEW FLOWER BEDS TO BOTH SIDES OF FRONT ENTRANCE BY NEW WOOD FENCE  
ADD NEW FLOWER BEDS IN FRONT BY THE STREET A  
ADD FLOWER BEDS BUT THE FRONT WINDOWS OF THE BUILDING

**TOTAL \$125,550**

DESIGN/CONSTRUCTION/RENOVATING



## Regular City Council Meeting

6. 16.

Meeting Date: 06/22/2021

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### Information

#### Agenda Item

**Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Facade) Expenditure of Market Lubbock, Inc., to be provided to Sherwood Design and Construction, LLC, at 1611 Avenue L, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation.

#### Item Summary

Sherwood Design and Construction, LLC, is renovation their property at 1611 Avenue L, which is located within the Downtown Tax Increment Financing District Boundary, as designated by the City of Lubbock. The scope of the facade project includes fencing, landscaping and painting.

The cost of the project is estimated to be \$50,000, and the requested grant amount is \$25,000. The Market Lubbock, Inc. Board of Directors approved this amount at their May 26, 2021 Board Meeting, and recommend approval by the City Council.

#### Fiscal Impact

The total cost of the project is estimated to be \$50,000, with \$25,000 to be paid upon completion with the requested grant.

#### Staff/Board Recommending

Jesica McEachern, Assistant City Manager  
Brianna Gerardi, Director of Business Development  
Market Lubbock, Inc. Board of Directors

---

### Attachments

Resolution  
Market Lubbock Resolution  
Market Lubbock Supporting Documentation

---

**RESOLUTION**

**WHEREAS**, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

**WHEREAS**, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

**THAT** the Downtown Façade Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Sherwood Design and Construction, LLC, is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

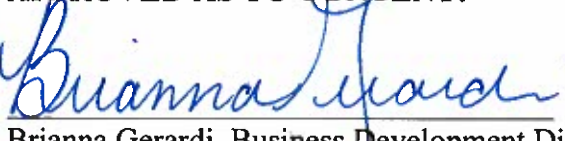
**Passed by the City Council on \_\_\_\_\_.**

\_\_\_\_\_  
**DANIEL M. POPE, MAYOR**

**ATTEST:**

\_\_\_\_\_  
Rebecca Garza, City Secretary

**APPROVED AS TO CONTENT:**

  
Brianna Gerardi, Business Development Director

**APPROVED AS TO FORM:**

  
Kelli Leisure, Assistant City Attorney

**RESOLUTION APPROVING SHERWOOD DESIGN AND CONSTRUCTION, LLC  
1611 AVENUE L  
DOWNTOWN FACADE & PERMITTABLE GRANT**

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, May 26, 2021, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Sherwood Design and Construction, LLC, owned and operated by Casey Sherwood for renovations to the property at 1611 Avenue L located within the downtown TIF.

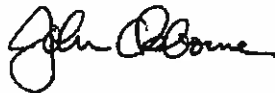
The scope of work will include demolition of the existing façade structure, new concrete, windows and doors, fencing, painting and landscaping totaling \$125,550 in expenses (\$50,00000 Façade and \$75,550 Permittable) of the property 1611 Avenue L. The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant Sherwood Design and Construction, LLC, a Downtown Façade Grant of \$25,000 and a Downtown Permittable Grant totaling \$7,555 for the project at 1611 Avenue L, which is located within the Downtown TIF, once proof of payment has been submitted.

WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Ms. SuzAnn Kirby and Seconded by Director, Mr. Matt Bumstead.

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Sherwood Design and Construction, LLC, for improvements to the building at 1611 Avenue L, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.



John Osborne, President & CEO



Linda Davis, Secretary

# **MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM**



**1611 Ave L**

**(Sherwood Design and Construction, LLC)**

**TOTAL SCOPE OF WORK = \$125,550**

**GRANTS = 32,555**

**TOTAL SCOPE OF FAÇADE WORK = \$50,000**

**FAÇADE GRANT = \$25,000**

**TOTAL SCOPE OF PERMITTABLE WORK = \$75,550**

**PERMITTABLE GRANT = \$7,555**





**Downtown Grant Program  
Presented to MLI Board  
May 26, 2021**

**Project 1611 Ave L (Façade and Permittable)**

Sherwood Design and Construction, LLC, is owned and operated by Casey Sherwood. Casey has been building and designing residential homes and renovating residential and commercial property in Lubbock since 2008 and excels in transforming vacant or rundown property into viable and valuable real estate. Casey is an alumnus of Texas Tech University where he graduated with a BFA in Design. His passion for modern industrial architecture and design is evident in the projects he has completed.

Sherwood Design is renovating the property at 1611 Ave L., located within the Downtown TIF. The scope of work will include demolition of the existing façade structure, new concrete, windows and doors, fencing, painting and landscaping totaling \$125,550 in expenses (\$50,000/Façade and \$75,550/Permittable).

The MLI Board is being asked to consider a Downtown Façade Grant for Sherwood Design and Construction, LLC totaling \$25,000 and a Downtown Permittable Grant totaling \$7,555 at 1611 Ave L.



## Downtown Grant - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

### MLI CONTACT INFORMATION

Jorge Quirino - Director of Downtown & Special Project: Phone: 806.749.4500  
Market Lubbock, Inc.  
1500 Broadway, Sixth Floor, Lubbock, TX 79401 Email: [jorge@marketlubbock.org](mailto:jorge@marketlubbock.org)

Date Initial Application Submitted (Due prior to start of construction or permits assigned) 03/13/19

Projected Project Start Date TBD

Project Property Address 1611 Ave L  
Property LCAD R# 122160

### GENERAL INFORMATION

Company Name Sherwood Design and Construction, LLC  
Street Address 4801 6th St.  
City, State, Zip Lubbock, TX 79417

Contact Casey Sherwood  
Title Owner  
Phone 806-543-2385  
Email [sherwood.construction@live.com](mailto:sherwood.construction@live.com)

### INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☒ Lease ☐

Grant Type: Permittable ☒ Façade ☒

#### Project Summary Scope

New commercial doors and windows, landscaping, new façade paint, stucco and stone.

Summary of Expenses (detailed bids attached)	Projected	MLI Approved
Façade	\$50,000	\$25,000
Permittable	\$75,550	\$7,555
		\$0
		\$0
<b>TOTAL</b>	<b>\$125,550</b>	<b>\$32,555</b>

Final bids will be used to calculate the project cost and grant amount.

### COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent
Casey Sherwood	100%		

Is the firm registered with the Secretary of State's Office to do business in Texas?

Yes ☒

Are you in good standing with the State of Texas?

Yes ☒

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations?

No ☒

Has the company or principals of the company had prior bankruptcies or lawsuits?

No ☒

If you answered "Yes" to either of the above two questions, please explain

**APPLICANT'S CHECKLIST:**

Initial application received by MLI prior to the start of construction and/or before permits are assigned ☐

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI. ☐

**Contact Brianna Gerardi, City Director of Development [bgerardi@mylubbock.us](mailto:bgerardi@mylubbock.us) , to determine:**

Does the scope of work meet downtown standards and guidelines? ☐

Are permits required for any aspect of the scope of work? ☐

Are public improvements required? ☐

**Documents Required for Final Grant Application**

Copies of City permits, if applicable ☐

Detailed/Itemized Bids ☐

Before Pictures ☐

Copy of building's current certificate of occupancy (request at [orr@mylubbock.us](mailto:orr@mylubbock.us)) ☐

Architectural Renderings (if applicable) ☐

Architectural Plans (if applicable) ☐

**After Completion of Construction**

Certificate of Occupancy or Similar City Document Approving Completion (*Applicant responsible for final scope of work matching approved scope*) ☐

Proof of Payment:

PAID Invoices (must reference the approved project) ☐

Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies) ☐

Signature (not required for electronic submittals): Casey Sherwood

Date: per email 3/11/21 (originally submitted 3/13/19)

## 1611 Ave L – Before and After





## 1611 Ave L – Before Pictures





# 1611 Ave L – Renderings and Plans

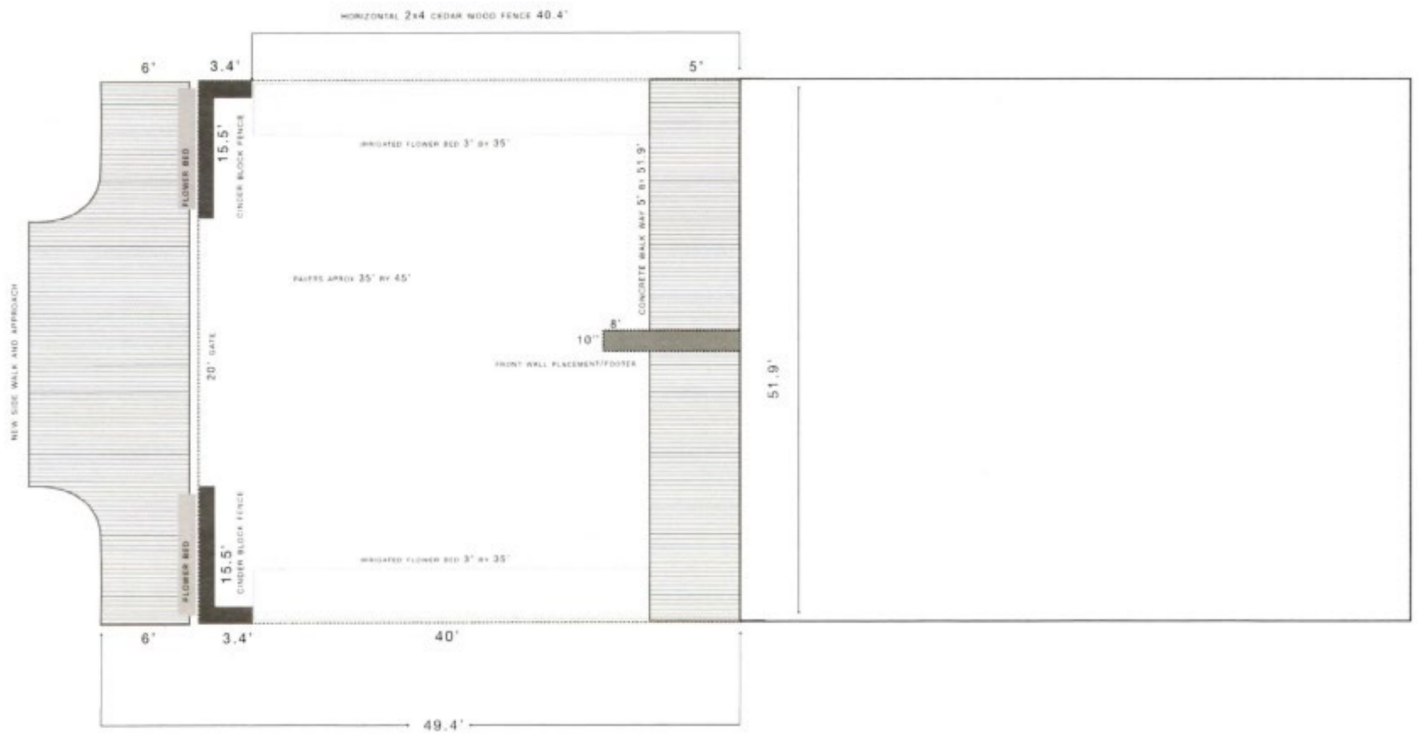


1611 AVE L FRONT FACADE RENOVATION

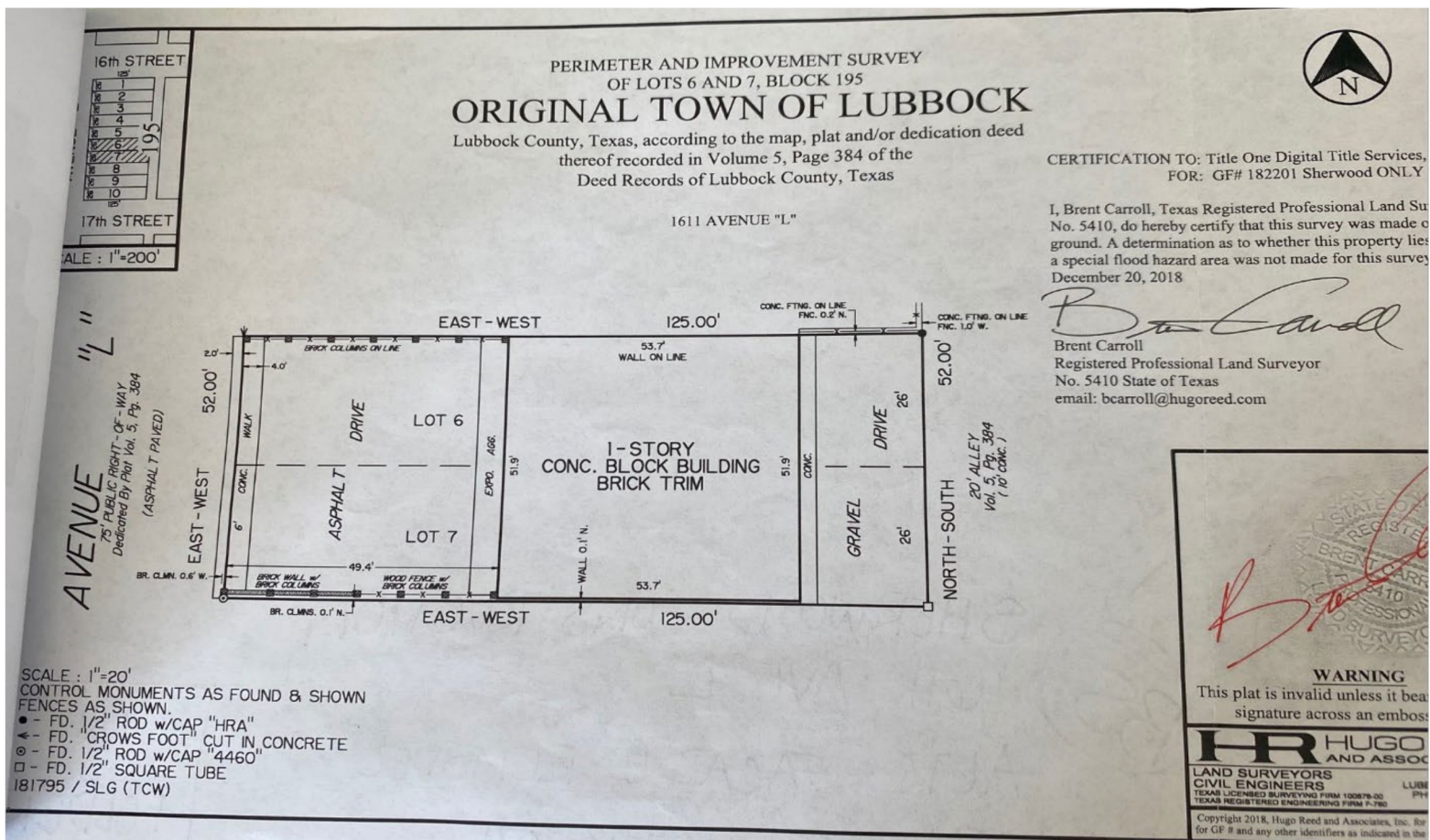
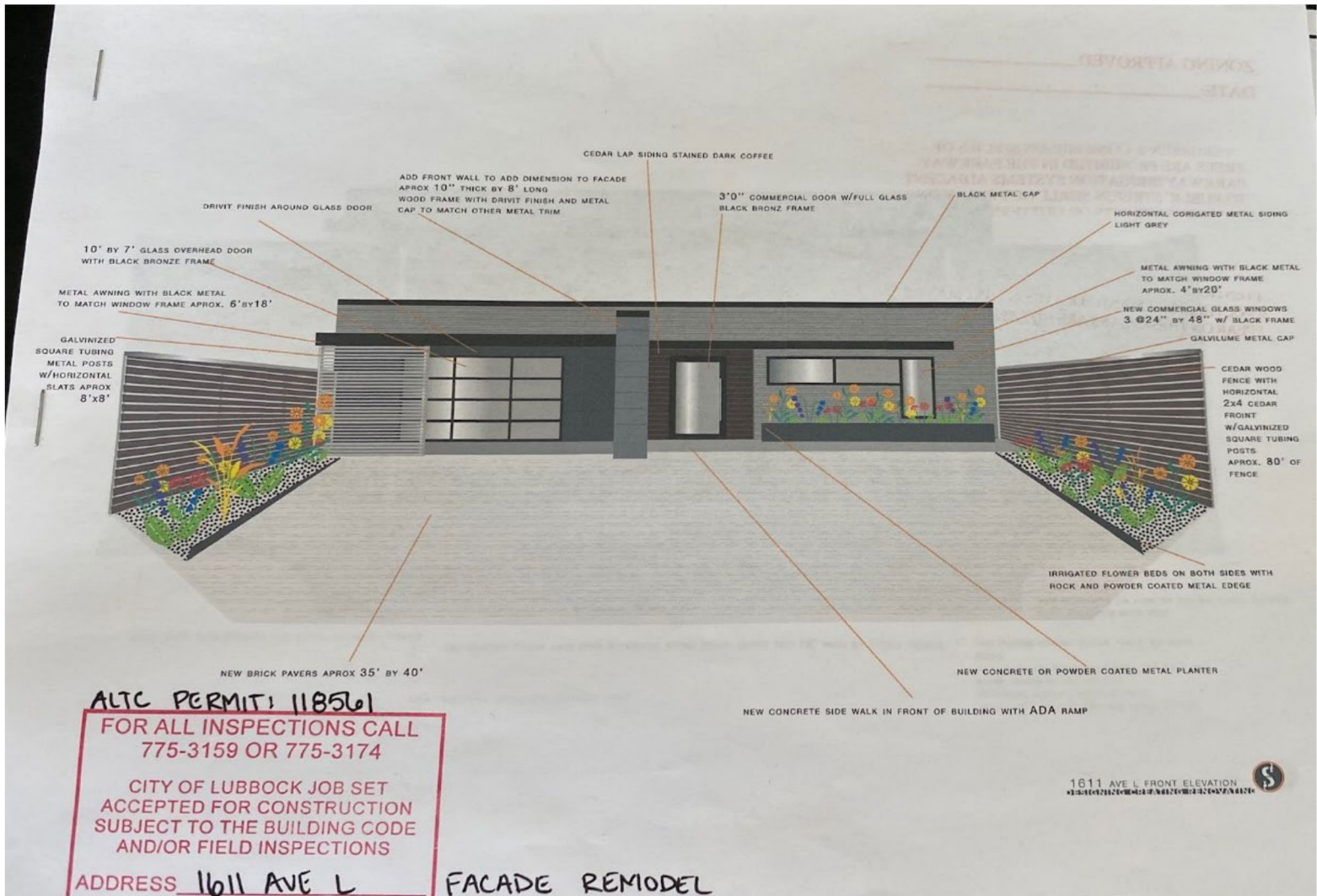


1611 AVE L FRONT FACADE RENOVATION





1611 AVE L FRONT FACADE RENOVATION





# CITY OF LUBBOCK

## PERMIT RECEIPT

Page 1 of 1

APN: 6670000019500025000  
DATE ISSUED: 29-Apr-2021  
PERMIT: COMM-118561-2021  
SCOPE: Commercial Building Alterations  
SITE ADDRESS: 1611 Ave L  
SUBDIVISION: ORIGINAL TOWN LUBBOCK  
CITY: Lubbock

PARCEL OWNER: SHERWOOD CASEY & T  
ADDRESS: 4801 6TH ST  
CITY/STATE/ZIP: LUBBOCK, TX 79416-491

<u>Contact</u>	<u>Company</u>	<u>Role</u>	<u>Billing Contact</u>
CASEY SHERWOOD	SHERWOOD DESIGN AND CONSTRUCT	Contractor	Yes

<u>Date</u>	<u>Fee Name</u>	<u>Fee Notes</u>	<u>Paid To Date</u>	<u>Balance Due</u>
16-Apr-2021	Comm - Alteration/Remodeling		\$110.25	\$0.00
16-Apr-2021	Building Permit Plan Review Fee	25% of Permit Fees	\$50.00	\$0.00
<b>Total</b>				<b>\$0.00</b>

<u>Payment Number</u>	<u>Payment Date</u>	<u>Payment Type</u>	<u>Payment Note</u>	<u>Transaction Type</u>	<u>Billing Contact</u>	<u>Payment Amount</u>
TRC-146991-29-04-2021	04/29/2021	Check	1049	Fee Payment	CASEY SHERW	\$160.25
		<b>Fee Name</b>		<b>CREDIT ACCOUNT</b>	<b>DEBIT ACCOUNT</b>	<b>AMOUNT PAID</b>
		Building Permit Plan Review Fee		100.6222	100.1003	\$50.00
		Comm - Alteration/Remodeling		100.6222	100.1003	\$110.25



## SHERWOOD CONSTRUCTION

ESTIMATE

1611 AVE L FACADE

5-09-21

### 1611 AVE L

#### FRONT LOT CLEAN UP

CLEAN UP TRASH AND TREE LIMBS  
CLEAN UP OLD DEBRIS AND ABANDONED ITEMS

#### DEMO

REMOVE BRICK COLUMNS AND BRICK WALL  
REMOVE BRICK FACADE ON FRONT OF BUILDING  
REMOVE OLD ASSPHALT PARKING LOT  
REMOVE TREE STUMPS AND OVERGROWN VEGITATION  
REMOVE OLD METAL ENTRANCE DOOR  
REMOVE OLD WINDOWS  
REMOVE METAL AWNING  
REMOVE PARKING CONCRETE BUMPERS

#### CONCRETE

REMOVE CRACKED CONCRETE APPROACH  
REMOVE OLD SIDE WALKS  
REMOVE CONCRETE IN FRONT OF BUILDING  
POUR NEW FENCE FOOTING  
POUR NEW STEM WALL FOOTING  
POUR NEW FLAT WORK SIDE WALK 6' BY 51'  
ADD ADA RAMP IN FRONT OF DOOR  
POUR NEW SIDE WALK 4'x51'  
POUR NEW APROACH AND CURB AND GUTTER

#### FRAMING

FRAME NEW 8' BY 11' 2x8 WALL IN FRONT OF BUILDING  
FRAME NEW 10'BY 7' OPENING FOR STORE FRONT GLASS DOOR  
FRAME NEW 2'x4' HORIZONTAL OPEING FOR WINDOWS  
WELD METAL FRAME FOR AWNING OVER HANGS AND ATTACH TO BUILDING  
OVER HANG APROX 7' BY 20' AND 7'BY24'

#### METAL INSTALLATION

INSTALL NEW METAL HAT CHANNEL TO CINDER BLOCK WALL TO ATTACH METAL SHEETS  
INSTALL NEW CORRUGATED GREY METAL TO FACADE TO WEATHER PROOF EXTERIOR  
INSTALL NEW METAL TO AWNING FRAME  
INSTALL NEW METAL TRIM AND GUTTERS TO FRONT OF BUILDING  
INSTALL NEW METAL TRIM AROUND WINDOWS AND DOORS

#### DOORS AND WINDOWS

INSTALL NEW 10'BY 7' GLASS OVERHEAD DOOR  
INSTALL NEW 3'0" COMMERCIAL STORE FRONT DOOR  
INSTALL THREE NEW 2'x4' COMMERCIAL GLASS WINDOWS

#### MASONRY

BUILD NEW CINDER BLOCK FENCE BY THE STREET APROX 40' FENCE  
USE CHARCOAL EXTERIOR BLOCK  
INSTALL PAVERS IN FRONT COURTYARD

#### EXTERIOR FENCE

BUILD NEW WOODEN FENCE WITH HORIZONTAL PATTERN APROX 85'  
USE GALVANIZED 2"x2" POST  
USE DOUG FUR LUMBER  
BUILD 7'BY 20' SLIDING GATE TO MATCH WOOD FENCE

#### EXTERIOR PAINT

SEAL CINDER BLOCK WALL WITH WATER BLOCK SEALER  
STAIN EXTERIOR FENCE WITH COMMERCIAL GRADE WEATHER SEALANT

#### PLUMBING/IRRIGATION

ADD PLUMBING AND IRRIGATION TO FRONT FLOWER BEDS

#### ELECTRICAL

ADD NEW EXTERIOR FRONT LIGHTING ON FACADE OF BUILDING  
ADD NEW EXTERIOR FRONT LIGHTING ON FRONT GATE ENTRANCE

#### LAND SCAPING

ADD NEW FLOWER BEDS TO BOTH SIDES OF FRONT ENTRANCE BY NEW WOOD FENCE  
ADD NEW FLOWER BEDS IN FRONT BY THE STREET A  
ADD FLOWER BEDS BUT THE FRONT WINDOWS OF THE BUILDING

**TOTAL \$125,550**

DESIGN/CONSTRUCTION/RENOVATING



## Regular City Council Meeting

6. 17.

Meeting Date: 06/22/2021

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### Information

#### Agenda Item

**Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc. to be provided to N2 Electrical Contractors, LLC, at 701 Broadway, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation.

#### Item Summary

N2 Electrical Contractors, LLC, is renovating their property at 701 Broadway, which is located within the Downtown Tax Increment Financing District Boundary, as designated by the City of Lubbock. The scope of the permittable project includes concrete work, metal work, plumbing, mechanical and electrical work.

The cost of the project is estimated to be \$1,165,401, and the requested grant amount is \$100,000. The Market Lubbock, Inc. Board of Directors approved this amount at their May 26, 2021 Board Meeting, and recommend approval by the City Council.

#### Fiscal Impact

The total cost of the project is estimated to be \$1,165,401, with \$100,000 to be paid upon completion with the requested grant.

#### Staff/Board Recommending

Jesica McEachern, Assistant City Manager  
Brianna Gerardi, Director of Business Development  
Market Lubbock, Inc. Board of Directors

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### Attachments

Resolution  
Market Lubbock Resolution  
Market Lubbock Supporting Documentation

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**RESOLUTION**

**WHEREAS**, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

**WHEREAS**, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

**THAT** the Downtown Permittable Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to N2 Electrical Contractors, LLC, is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
**DANIEL M. POPE, MAYOR**

**ATTEST:**

\_\_\_\_\_  
Rebecca Garza, City Secretary

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Brianna Gerardi, Business Development Director

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Kelli Leisure, Assistant City Attorney



**RESOLUTION APPROVING N2 ELECTRICAL CONTRACTORS, LLC  
701 BROADWAY  
DOWNTOWN FAÇADE & PERMITTABLE GRANT**

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, May 26, 2021, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to N2 Electrical Contractors, LLC, owned by Nick Holloway and Nathan Jeffs for renovations to the property at 701 Broadway located within the downtown TIF.


The scope of facade work will include renovating the aluminum-framed entrance of the property totaling \$61,920 in expenses and the scope of permissible work will include concrete, metal, plumbing, mechanical and electrical work totaling \$1,165,401 in expenses for a grand total of \$1,227,321 in expenses. The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant N2 Electrical Contractors, LLC, a Downtown Facade Grant of \$25,000 and a Downtown Permittable Grant totaling \$100,000 for the project at 701 Broadway, which is located within the Downtown TIF, once proof of payment has been submitted.

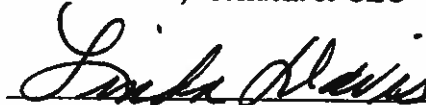
WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Ms. SuzAnn Kirby and Seconded by Director, Mr. Matt Bumstead.

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with N2 Electrical Contractors, LLC, for improvements to the building at 701 Broadway, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.



John Osborne, President & CEO



Linda Davis, Secretary

# **MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM**



**701 Broadway  
(N2 Electrical Contractors, LLC)**

**TOTAL SCOPE OF WORK = \$1,227,321**

**TOTAL GRANTS = \$125,000**

**FAÇADE SCOPE OF WORK = \$61,920**

**FAÇADE GRANT = \$25,000**

**PERMITTABLE SCOPE OF WORK = \$1,165,401**

**PERMITTABLE GRANT = \$100,000**



**Downtown Grant Program  
Presented to MLI Board  
May 26, 2021**

**Project 701 Broadway (Façade and Permittable)**

N2 Electrical Contractors, LLC, incorporated in December of 2015, is renovating the property at 701 Broadway, located within the Downtown TIF. N2EC is owned by Nick Holloway and Nathan Jeffs, both seasoned electricians with expertise in commercial electrical contracting. N2EC purchased this downtown property to house their corporate offices. N2EC has current projects in the DFW area as well as Lubbock and surrounding areas! Over the last 3 years, N2EC has seen exponential growth in personnel and projects, currently employing 35 licensed electricians in the Lubbock area and recruiting for more. The scope of façade work will include renovating the aluminum-framed entrance of the property totaling \$61,920 in expense and the scope of permittable work will include concrete, metal, plumbing, mechanical and electrical work totaling \$1,165,401 in expenses for a grand total of \$1,227,321 in expenses.

The MLI Board is being asked to consider a Downtown Façade Grant for N2 Electrical Contractors, LLC totaling \$25,000 and a Downtown Permittable Grant totaling \$100,000 at 701 Broadway.



## Downtown Grant - Application

*The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.*

### **MLI CONTACT INFORMATION**

Jorge Quirino - Director of Downtown & Special Projects Phone: 806.749.4500  
Market Lubbock, Inc.  
1500 Broadway, Sixth Floor, Lubbock, TX 79401 Email: [jorge@marketlubbock.org](mailto:jorge@marketlubbock.org)

Date Initial Application Submitted (Due prior to start of construction or permits assigned) 12/10/20

Projected Project Start Date 01/02/21

Project Property Address 701 Broadway  
Property LCAD R# R111559

### **GENERAL INFORMATION ABOUT THE COMPANY**

Company Name N2 Electrical Contractors, LLC  
Street Address 5109 82nd Street, PMB 7-298  
City, State, Zip Lubbock, Texas 79424

### **GENERAL INFORMATION ABOUT THE COMPANY CONTACT**

Name	Nathan Jeffs	Nick Holloway
Title	Vice President	President
Phone Number	806-993-0024	
Email	<a href="mailto:Nathan@n2ec.com">Nathan@n2ec.com</a>	<a href="mailto:Nick@n2ec.com">Nick@n2ec.com</a>

### **INFORMATION ABOUT THE PROJECT**

Property Ownership: Own ☒ Lease ☐  
Owner Approved ☐

Grant Type (May choose both if applicable): Permittable ☒ Façade ☒

Detailed Project Summary (including projected start date) and Description of Work:

Renovations to 701 Broadway

Summary of Expenses (detailed bids attached)	Projected	MLI Approved Reimbursement
Façade	\$61,920	\$25,000
Permittable	\$1,165,401	\$100,000
<b>TOTAL</b>	<b>\$1,227,321</b>	<b>\$125,000</b>

***Final bids will be used to calculate the project cost and grant amount.***

## COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent
Nathan Jeffs	51		
Nick Holloway	49		

Is the firm registered with the Secretary of State's Office to do business in Texas?

Yes ▼

Are you in good standing with the State of Texas?

Yes ▼

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations?

No ▼

Has the company or principals of the company had prior bankruptcies or lawsuits?

No ▼

If you answered "Yes" to either of the above two questions, please explain

## APPLICANT'S RESPONSIBILITIES (PROPERTY OWNER OR LEASEE)

### City of Lubbock requirements:

City of Lubbock - Planning Department 806-775-2108

Contact the City of Lubbock to determine the following:

- ☒ Does the scope of work meet downtown standards and guidelines?
- ☒ Are permits required for any aspect of the scope of work?
- ☐ Are public improvements required?
- ☐ Is there a current Certificate of Occupancy on file for this property?

### Market Lubbock, Inc. (MLI) requirements:

Manager of Downtown & Special Projects (Jorge Quirino) 806-749-4500

Application Packet:

- ☐ Initial application (page one of this document) must be received by MLI prior to the start of construction and/or before permits are assigned

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI.

Date Final Documents Received: \_\_\_\_\_

- ☐ Copies of City permits or City approval
- ☐ Copy of Current Certificate of Occupancy
- ☐ Detailed Construction Bids or Schedule of Values
- ☐ Before Picture (prior to construction beginning)
- ☐ Architectural Plans (if applicable)
- ☐ Architectural Renderings (if applicable)

### After completion of construction:

- ☐ Certificate of Occupancy or Similar City Document Approving Completion  
(Applicant responsible for final scope of work matching approved scope)

Proof of Payment:

- ☐ PAID Invoices (must reference the approved project)
- ☐ Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies)

## Overview

- An Applicant must be a valid Owner or Tenant (Lessee) of the property needing improvements
- Properties must fall within the Lubbock Downtown TIF boundaries (Central Business District TIF)
- Single-Family residences and duplexes are excluded.
- An Applicant is eligible to receive a permissible grant and/or façade grant per property (LCAD R# or Development Lot), per enterprise, per year. Must wait one year from approval to apply again for the same property. (Expenses used in one application cannot be used in another application.)
- Applicant is not eligible for grant program funding if delinquent in property taxes according to LCAD records - includes all LCAD properties listed in the applicant's name
- MLI disbursements are characterized as "reimbursable grants" - Applicant pays expenses first
- Expenses eligible for reimbursement must relate to reasonable costs or expenses.
- Receipt of an application is not a guarantee of grant approval.

## Grant Types

- **Permittable Projects**
  - Improvements require a City of Lubbock permit
  - Improvements may be made to the exterior and/or interior of the property
  - Improvements must total a minimum of \$10,000
  - The permissible grant reimburses 10% of approved expenses up to a \$100,000 grant
  - Permittable scope of work that may be considered:
    - HVAC
    - Plumbing
    - Electrical
    - Structural
    - Any other work requiring a City of Lubbock permit
- **Façade Projects**
  - Improvements may or may not require a City of Lubbock permit
  - Improvements must be made to the exterior of the property facing the most prominent street
  - Improvements must total a minimum of \$1,000
  - The façade grant reimburses 50% of approved expenses up to a \$25,000 grant
  - Façade scope of work that may be considered:
    - Painting
    - New windows and doors
    - Signage
    - Landscaping
    - Parking lots
    - Awnings
    - Any other work that improves the appearance of the façade

Signature (not required for electronic submittals): \_\_\_\_\_

Date: \_\_\_\_\_



# BEFORE PICTURES



12/10/2020 3:21 PM

12/10/2020 3:21 PM

Proj: NEC Office Renovations		Bldg. Area: 11,500 sf		0.00 Acres		Estimator: RD			
Loc: 701 Broadway		Site Area: 0 sf							
Owner: NEC		Schedule: 6 mo							
Arch: MAG		Subcontract							
Date: 12/19/2020 2:00 PM		Bond Rate: 0.00%							
Code	Description	Subcontractor/Vendor	Subs	Mat'l's	Labor	Total	\$/Sf	%Job	Sub Bond
16900	Fire Alarm	w/ elect				0.00	0.00	0.00%	\$0
	Contingency Allowance		50,000.00			0.00	0.00	0.00%	\$0
						50,000.00	4.35	4.07%	\$0
						0.00	0.00	0.00%	\$0
						0.00	0.00	0.00%	\$0
Fee/Mo.:	\$7,867	Add/Check --> ok	825,643.00	148,994.00	82,100.00	1,056,737.00	91.89	88.10%	\$0
% General Conditions	7.83%	Percent Cost:	0.78	0.14	0.08				
Approx. Cost Breakdown		(MISC)	LAB BURDEN	0.30	0.30	24,630.00	2.14	2.01%	
Site	\$128,700	\$11.19	Bldrs. Risk \$3,856	Sales Tax	0.0825	87,180.80	7.58	7.10%	
Building	\$1,098,621	\$95.53	Gen. Liab. \$7,712	Sub Total		1,168,547.80	101.61	95.21%	
			OPL \$0	B.R./G.L./OPL		11,568.62	1.01	0.94%	
			P&P Bond \$0	Fee	0.04	47,204.66	4.10	3.85%	
Total						1,227,321.08	106.72	100.00%	
P & P Bond (Time Adjusted)						0.00			
Grand Total						\$1,227,321.08			

**Facade \$61,920**

**Permittable \$1,165,401**

**Total \$1,227,321**

Annual Bond For This Job 15,773

UP TO \$100,000	30,683
\$100K TO \$500 K	19,410
\$500K TO \$2.5 MIL	15,773
\$2.5 MIL TO \$5 MIL	18,955
\$5 MIL TO \$7.5 MIL	20,841
OVER \$7.5 MIL	23,978



# CAMPUS IMPROVEMENTS

## PHASE 1 - N2EC CORPORATE OFFICE

### 701 BROADWAY

#### BUILDING STATISTICS

Project Name: PHASE 1 - N2EC CORPORATE OFFICE  
 Project Location: 701 BROADWAY, DALLAS, TX 75202  
 Owner's Name: N2EC ELECTRICAL CONTRACTORS  
 Building Code: INTERNATIONAL BUILDING CODE 2015  
 Requirements:  
 Zoning Classification: Commercial District 2  
 Occupancy Classification (Section 105.1): Business Office  
 (Section 602.2) Table 105.1  
 Construction Type (Section 602.3): Type II - Noncombustible  
 Building Information:  
 Number of Stories: 2 Stories  
 Square Footage per Floor: 10,000 S.F. (Total 20,000 S.F.)  
 Total Square Footage: 20,000 S.F.  
 Square Footage by Occupancy:  
 Business Office (Floor 1): 10,000 S.F.  
 Business Office (Floor 2): 10,000 S.F.  
 Code Information:  
 Minimum Square Footage (Table 105.1.1): 10,000 S.F.  
 Area Increase (See Appendix): None  
 Maximum Allowable Square Footage: 10,000 S.F.  
 Occupancy Separation Requirements:  
 Section 105.3 Use (Separated): With Separation Wall & Fire Rating of 1 Hour  
 Section 105.3.1 Use (Separated): With Separation Wall & Fire Rating of 1 Hour  
 Fire Separation Requirements: See Code Requirements for Separation Wall & Fire Rating  
 Occupancy Load (Table 105.1.2):  
 First Floor:  
 Business Office: 100 S.F. / 1 Person = 100 (100 S.F. / 1 Person)  
 Second Floor:  
 Business Office: 100 S.F. / 1 Person = 100 (100 S.F. / 1 Person)  
 Required Exit Width:  
 First Floor: 44 Persons = 44 ft. Exit Width  
 Second Floor: 44 Persons = 44 ft. Exit Width  
 Exit Width Provided: Second Floor Exit Width: 54 ft.  
 First Floor Exit Width: 54 ft. (100 ft.)

#### INDEX TO DRAWINGS

GENERAL  
 G1 COVER SHEET  
 G2 ACCESSIBLE ENTRY STANDARDS  
 ARCHITECTURAL  
 A1 DEMOLITION PLAN  
 A2 FLOOR PLANS - FIRST & SECOND  
 A3 INTERIOR ELEVATIONS / MILLWORK  
 A4 SCHEDULES  
 A5 REFLECTED CEILING PLANS - FIRST & SECOND  
 A6 WALL SECTIONS - DETAILS  
 MECHANICAL / PLUMBING / ELECTRICAL  
 M1 MECHANICAL PLAN  
 P1 PLUMBING PLAN  
 E1 LIGHTING / POWER PLAN  
 STRUCTURAL  
 S1.1 STRUCTURAL NOTES  
 S1.2 LEGENDS  
 S1.3 STRUCTURAL SPECIFICATIONS  
 S2.1 STRUCTURAL DEMO / FINISHING PLAN  
 S2.2 STRUCTURAL DETAILS

#### GENERAL CONTRACTOR

##### HENTHORN CONSTRUCTION

HENTHORN CONSTRUCTION  
 2011 AVE. C,  
 LUBBOCK, TX 79404  
 (806) 687-0084  
 CONTACT  
 RHETT DAWSON

#### STRUCTURAL ENGINEER

##### JQ ENGINEERING, LLP

JQ ENGINEERING, LLP  
 100 GLASS STREET  
 DALLAS, TX 75207  
 (214) 752-0098  
 CONTACT  
 NATHAN JOHNSON, P.E.

#### ARCHITECT

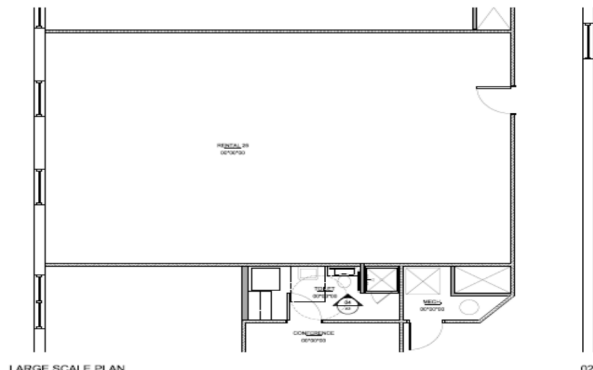
##### ALBERT R. MOFFITT, A.I.A.

MAG ARCHITECTS, PLLC  
 5514 FR 7940  
 WOLFORTH, TX 75382  
 T: (806) 863-4405  
 CONTACT  
 ALBERT MOFFITT, A.I.A.

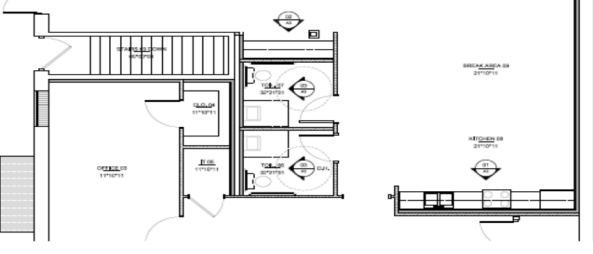
#### OWNER

##### N2 ELECTRICAL CONTRACTORS

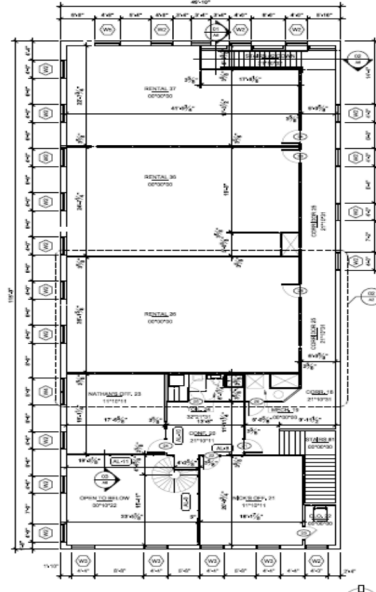
N2 ELECTRICAL CONTRACTORS  
 5109 82ND STREET, #7-206  
 LUBBOCK, TEXAS 79424  
 T: (806) 993-0024  
 CONTACT  
 NICK HOLLOWAY



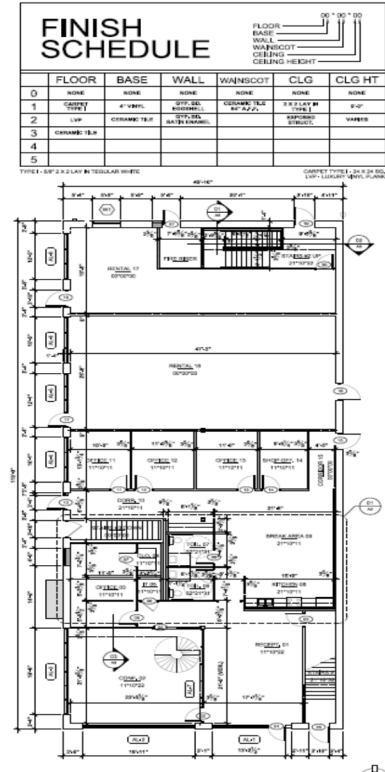
LARGE SCALE PLAN  
 SCALE: 1/8" = 1'-0"



LARGE SCALE PLAN  
 SCALE: 1/8" = 1'-0"



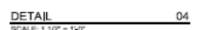
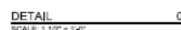
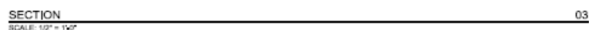
SECOND FLOOR PLAN  
 SCALE: 1/8" = 1'-0"



FIRST FLOOR PLAN  
 SCALE: 1/8" = 1'-0"

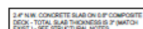
#### FINISH SCHEDULE

FLOOR	BASE	WALL	WAINSCOT	CLG	CLG HT
0	NAME	NAME	NAME	NAME	NAME
1	NAME	NAME	NAME	NAME	NAME
2	NAME	NAME	NAME	NAME	NAME
3	NAME	NAME	NAME	NAME	NAME
4	NAME	NAME	NAME	NAME	NAME
5	NAME	NAME	NAME	NAME	NAME



**DISCUSSION NOTES**

1. THE CONTRACTOR IS RESPONSIBLE FOR SEQUENCING DEMOLITION ACTIVITIES TO MAINTAIN STABILITY OF STRUCTURE AND TO MAINTAIN LIFE SAFETY.
2. THE CONTRACTOR SHALL EXERCISE CARE NOT TO DAMAGE EXISTING BUILDING ELEMENTS WHICH ARE TO REMAIN. ROOF DEMOLITION SHALL NOT BE ALLOWED TO FALL ON FLOOR STRUCTURE.
3. WEIGHT OF CONSTRUCTION EQUIPMENT OPERATED ON A FLOOR OR BLANK SHALL NOT EXCEED DESIGN LIVE LOADS SPECIFIED IN THE STRUCTURAL NOTES. WEIGHT OF CONSTRUCTION DEBRIS STACKED ON THE FLOOR OR BLANK SHALL ALSO NOT EXCEED THE DESIGN LIVE LOADS SPECIFIED IN THE STRUCTURAL NOTES.



NOTICE: AS SHOWN CONDITIONS CANNOT BE DETERMINED UNTIL AFTER DEMOLITION OF THE EXISTING BUILDING FINISHES, THE CONTRACTOR MUST CONSIDER AND ALLOW FOR THE FACT THAT DIMENSIONS, THE CONDITION OF STRUCTURAL ELEMENTS, AND DETAIL CONDITIONS MAY BE DIFFERENT FROM THOSE SHOWN ON THESE DRAWINGS.



**CITY OF LUBBOCK**  
**DEMOLITION COMMERCIAL BUILDING**

*Wednesday, February 10, 2021 7:45AM*

*Page 1 of 2*

<u>Date Entered</u>	<u>Date Expires</u>	<u>Permit Type/Number</u>	<u>Project Number</u>
10-Feb-2021	09-Aug-2021	COMM-114418-2021	

## Parcel

PIN: 41358  
Address: 701 BROADWAY  
Zip: 79401  
Units:  
Subdivision: ORIGINAL TOWN LUBBOCK  
Legal Detail: ORIG T LUBBOCK BLK 136 L 16-17

<u>Zone</u>	<u>Type of Construction</u>	<u>Occupancy</u>
-------------	-----------------------------	------------------

## Proposed Development

MIN. FINISHED FLOOR ELEV. Not Determined PER TABLE 403.1. 7.3, 2009 IRC AMENDMENTS.

FLOOD PLAIN?

ORIG T LUBBOCK BLK 136 L 16-17 0.00 S

DESCRIPTION:

COMMENTS:

COMMENTS:

DESCRIPTION:

CORRECTIVEACTION:

COMMENTS:

RECOMMENDATION:

TO REQUEST INSPECTIONS CALL (806)775-3159 OR (806)775-3174 FOR BUILDING INSPECTION AND (806)775-2589 FOR WATER UTILITIES.

<u>Valuation</u>	<u>Square Footage</u>	<u>C of O Required</u>
\$0.00	0.00	NO





**CITY OF LUBBOCK**  
**DEMOLITION COMMERCIAL BUILDING**

*Wednesday, February 10, 2021 7:45AM*

*Page 2 of 2*

<u>Date Entered</u>	<u>Date Expires</u>	<u>Permit Type/Number</u>	<u>Project Number</u>
10-Feb-2021	09-Aug-2021	COMM-114418-2021	

## **Professional**

HENTHORN COMMERCIAL CONSTRUCTION COMPANY, INC. HENTHORN, MIKE 2011 AVE C LUBBOCK, TX 79404 State License: ACTIVE Professional License:	806-687-3084 806-470-6169
--	------------------------------

## **Required Inspections**

Demolition Final

## **Notice/Signature**

I hereby certify that the above statements are true facts concerning the construction of the building or other work for which this application is made. I also understand that the issuance of this permit does not relieve the permit holder from the responsibility of complying with all applicable City of Lubbock regulations, codes and ordinances and that failure to comply may subject the permit holder to criminal and/or civil liability.

Issuance of this city permit does not insure compliance with state or federal regulations, rules or laws. I understand that it is the responsibility of the permit holder or his agents to meet applicable state and federal requirements. These requirements may include, but are not limited to, those imposed by the Americans with Disabilities Act, the U. S. Environmental Protection Agency, the Texas Architectural Barriers Act, the Texas Department of Licensing and Regulation, the Texas Department of Health and the Texas Commission of Environmental Quality. This list is not all-inclusive and other federal or state requirements may be applicable.

**Customer Signature:** \_\_\_\_\_ **Permit Issued By:** 172984



## Regular City Council Meeting

6. 18.

Meeting Date: 06/22/2021

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### Information

#### Agenda Item

**Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Facade) Expenditure of Market Lubbock, Inc., to be provided to N2 Electrical Contractors, LLC, at 701 Broadway, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation.

#### Item Summary

N2 Electrical Contractors, LLC, is renovating their property at 701 Broadway, which is located within the Downtown Tax Increment Financing District boundary, as designated by the City of Lubbock. The scope of the facade project includes a renovation of the aluminum-framed entrance to the property.

The cost of the project is estimated to be \$61,920, and the requested grant amount is \$25,000. The Market Lubbock, Inc. Board of Directors approved this amount at their May 26, 2021 Board Meeting, and recommend approval by the City Council.

#### Fiscal Impact

The total cost of the project is estimated to be \$61,920, with \$25,000 to be paid upon completion with the requested grant.

#### Staff/Board Recommending

Jesica McEachern, Assistant City Manager  
Brianna Gerardi, Director of Business Development  
Market Lubbock Inc. Board of Directors

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### Attachments

Resolution  
Market Lubbock Resolution  
Market Lubbock Supporting Documentation

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## **RESOLUTION**

**WHEREAS**, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

**WHEREAS**, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

**THAT** the Downtown Façade Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to N2 Electrical Contractors, LLC, is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

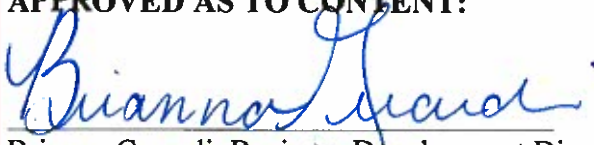
**Passed by the City Council on** \_\_\_\_\_.

\_\_\_\_\_  
**DANIEL M. POPE, MAYOR**

**ATTEST:**

\_\_\_\_\_  
Rebecca Garza, City Secretary

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Brianna Gerardi, Business Development Director

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Kelli Leisure, Assistant City Attorney

**RESOLUTION APPROVING N2 ELECTRICAL CONTRACTORS, LLC  
701 BROADWAY  
DOWNTOWN FAÇADE & PERMITTABLE GRANT**

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, May 26, 2021, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to N2 Electrical Contractors, LLC, owned by Nick Holloway and Nathan Jeffs for renovations to the property at 701 Broadway located within the downtown TIF.

The scope of facade work will include renovating the aluminum-framed entrance of the property totaling \$61,920 in expenses and the scope of permissible work will include concrete, metal, plumbing, mechanical and electrical work totaling \$1,165,401 in expenses for a grand total of \$1,227,321 in expenses. The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant N2 Electrical Contractors, LLC, a Downtown Facade Grant of \$25,000 and a Downtown Permittable Grant totaling \$100,000 for the project at 701 Broadway, which is located within the Downtown TIF, once proof of payment has been submitted.

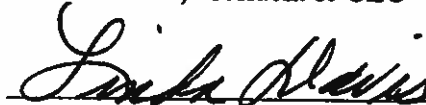
WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Ms. SuzAnn Kirby and Seconded by Director, Mr. Matt Bumstead.

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with N2 Electrical Contractors, LLC, for improvements to the building at 701 Broadway, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.



John Osborne, President & CEO



Linda Davis, Secretary

# **MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM**



**701 Broadway  
(N2 Electrical Contractors, LLC)**

**TOTAL SCOPE OF WORK = \$1,227,321**

**TOTAL GRANTS = \$125,000**

**FAÇADE SCOPE OF WORK = \$61,920**

**FAÇADE GRANT = \$25,000**

**PERMITTABLE SCOPE OF WORK = \$1,165,401**

**PERMITTABLE GRANT = \$100,000**



**Downtown Grant Program  
Presented to MLI Board  
May 26, 2021**

**Project 701 Broadway (Façade and Permittable)**

N2 Electrical Contractors, LLC, incorporated in December of 2015, is renovating the property at 701 Broadway, located within the Downtown TIF. N2EC is owned by Nick Holloway and Nathan Jeffs, both seasoned electricians with expertise in commercial electrical contracting. N2EC purchased this downtown property to house their corporate offices. N2EC has current projects in the DFW area as well as Lubbock and surrounding areas! Over the last 3 years, N2EC has seen exponential growth in personnel and projects, currently employing 35 licensed electricians in the Lubbock area and recruiting for more. The scope of façade work will include renovating the aluminum-framed entrance of the property totaling \$61,920 in expense and the scope of permittable work will include concrete, metal, plumbing, mechanical and electrical work totaling \$1,165,401 in expenses for a grand total of \$1,227,321 in expenses.

The MLI Board is being asked to consider a Downtown Façade Grant for N2 Electrical Contractors, LLC totaling \$25,000 and a Downtown Permittable Grant totaling \$100,000 at 701 Broadway.





## Downtown Grant - Application

*The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.*

### **MLI CONTACT INFORMATION**

Jorge Quirino - Director of Downtown & Special Projects Phone: 806.749.4500  
Market Lubbock, Inc.  
1500 Broadway, Sixth Floor, Lubbock, TX 79401 Email: [jorge@marketlubbock.org](mailto:jorge@marketlubbock.org)

Date Initial Application Submitted (Due prior to start of construction or permits assigned) 12/10/20

Projected Project Start Date 01/02/21

Project Property Address 701 Broadway  
Property LCAD R# R111559

### **GENERAL INFORMATION ABOUT THE COMPANY**

Company Name N2 Electrical Contractors, LLC  
Street Address 5109 82nd Street, PMB 7-298  
City, State, Zip Lubbock, Texas 79424

### **GENERAL INFORMATION ABOUT THE COMPANY CONTACT**

Name	Nathan Jeffs	Nick Holloway
Title	Vice President	President
Phone Number	806-993-0024	
Email	<a href="mailto:Nathan@n2ec.com">Nathan@n2ec.com</a>	<a href="mailto:Nick@n2ec.com">Nick@n2ec.com</a>

### **INFORMATION ABOUT THE PROJECT**

Property Ownership: Own ☒ Lease ☐  
Owner Approved ☐

Grant Type (May choose both if applicable): Permittable ☒ Façade ☒

Detailed Project Summary (including projected start date) and Description of Work:

Renovations to 701 Broadway

Summary of Expenses (detailed bids attached)	Projected	MLI Approved Reimbursement
Façade	\$61,920	\$25,000
Permittable	\$1,165,401	\$100,000
<b>TOTAL</b>	<b>\$1,227,321</b>	<b>\$125,000</b>

***Final bids will be used to calculate the project cost and grant amount.***

## **COMPANY BACKGROUND**

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent
Nathan Jeffs	51		
Nick Holloway	49		

Is the firm registered with the Secretary of State's Office to do business in Texas?

Yes 

Are you in good standing with the State of Texas?

Yes 

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations?

No 

Has the company or principals of the company had prior bankruptcies or lawsuits?

No 

If you answered "Yes" to either of the above two questions, please explain

## **APPLICANT'S RESPONSIBILITIES (PROPERTY OWNER OR LEASEE)**

### **City of Lubbock requirements:**

City of Lubbock - Planning Department 806-775-2108

Contact the City of Lubbock to determine the following:

- ☒ Does the scope of work meet downtown standards and guidelines?
- ☒ Are permits required for any aspect of the scope of work?
- ☐ Are public improvements required?
- ☐ Is there a current Certificate of Occupancy on file for this property?

### **Market Lubbock, Inc. (MLI) requirements:**

Manager of Downtown & Special Projects (Jorge Quirino) 806-749-4500

Application Packet:

- ☐ Initial application (page one of this document) must be received by MLI prior to the start of construction and/or before permits are assigned
- All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI.

Date Final Documents Received: \_\_\_\_\_

- ☐ Copies of City permits or City approval
- ☐ Copy of Current Certificate of Occupancy
- ☐ Detailed Construction Bids or Schedule of Values
- ☐ Before Picture (prior to construction beginning)
- ☐ Architectural Plans (if applicable)
- ☐ Architectural Renderings (if applicable)

### **After completion of construction:**

- ☐ Certificate of Occupancy or Similar City Document Approving Completion  
(Applicant responsible for final scope of work matching approved scope)

Proof of Payment:

- ☐ PAID Invoices (must reference the approved project)
- ☐ Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies)

## Overview

- An Applicant must be a valid Owner or Tenant (Lessee) of the property needing improvements
- Properties must fall within the Lubbock Downtown TIF boundaries (Central Business District TIF)
- Single-Family residences and duplexes are excluded.
- An Applicant is eligible to receive a permissible grant and/or façade grant per property (LCAD R# or Development Lot), per enterprise, per year. Must wait one year from approval to apply again for the same property. (Expenses used in one application cannot be used in another application.)
- Applicant is not eligible for grant program funding if delinquent in property taxes according to LCAD records - includes all LCAD properties listed in the applicant's name
- MLI disbursements are characterized as "reimbursable grants" - Applicant pays expenses first
- Expenses eligible for reimbursement must relate to reasonable costs or expenses.
- Receipt of an application is not a guarantee of grant approval.

## Grant Types

- **Permittable Projects**
  - Improvements require a City of Lubbock permit
  - Improvements may be made to the exterior and/or interior of the property
  - Improvements must total a minimum of \$10,000
  - The permissible grant reimburses 10% of approved expenses up to a \$100,000 grant
  - Permittable scope of work that may be considered:
    - HVAC
    - Plumbing
    - Electrical
    - Structural
    - Any other work requiring a City of Lubbock permit
- **Façade Projects**
  - Improvements may or may not require a City of Lubbock permit
  - Improvements must be made to the exterior of the property facing the most prominent street
  - Improvements must total a minimum of \$1,000
  - The façade grant reimburses 50% of approved expenses up to a \$25,000 grant
  - Façade scope of work that may be considered:
    - Painting
    - New windows and doors
    - Signage
    - Landscaping
    - Parking lots
    - Awnings
    - Any other work that improves the appearance of the façade

Signature (not required for electronic submittals): \_\_\_\_\_

Date: \_\_\_\_\_

# BEFORE PICTURES





Proj: NEC Office Renovations Loc: 701 Broadway Owner: NEC Arch: MAG Date: 12/19/2020 2:00 PM		Bldg. Area: 11,500 sf Site Area: 0 sf Schedule: 6 mo Subcontract Bond Rate: 0.00%		0.00 Acres		Estimator: RD			
Code	Description	Subcontractor/Vendor	Subs	Mat'l's	Labor	Total	\$/Sf	%Job	Sub Bond
	General Conditions	HCC		30,435.00	65,700.00	96,135.00	8.36	7.83%	\$0
						0.00	0.00	0.00%	\$0
	Interior Demolition	West Tx Abatement	60,680.00			60,680.00	5.28	4.94%	\$0
	Asbestos Abatement	West Tx Abatement	44,770.00			44,770.00	3.89	3.65%	\$0
	Design for Abatement	CSA	11,250.00			11,250.00	0.98	0.92%	\$0
	Arch/Eng Fees	MAG	12,000.00			12,000.00	1.04	0.98%	\$0
						0.00	0.00	0.00%	\$0
	DIVISION 2 - SITE (not used)					0.00	0.00	0.00%	\$0
						0.00	0.00	0.00%	\$0
	DIVISION 3 - CONCRETE					0.00	0.00	0.00%	\$0
	3300 Demolition of Concrete	HCC		2,500.00	2,400.00	4,900.00	0.43	0.40%	\$0
	3300 Concrete Reinforcement	A-1		750.00		750.00	0.07	0.06%	\$0
	3300 Concrete Slab Fill-Ins	HCC		2,250.00	1,600.00	3,850.00	0.33	0.31%	\$0
						0.00	0.00	0.00%	\$0
	DIVISION 4 - MASONRY					0.00	0.00	0.00%	\$0
	4200 Unit Masonry	Madrid	3,000.00			3,000.00	0.26	0.24%	\$0
						0.00	0.00	0.00%	\$0
	DIVISION 5 - METAL					0.00	0.00	0.00%	\$0
	Structural Steel	Est	12,500.00	50,000.00		62,500.00	5.43	5.09%	\$0
	Steel Stairs	w/ struct		w/ struct		0.00	0.00	0.00%	\$0
	Misc. Metals	HCC		5,300.00	3,500.00	8,800.00	0.77	0.72%	\$0
						0.00	0.00	0.00%	\$0
	DIVISION 6 - WOODS & PLASTICS					0.00	0.00	0.00%	\$0
	6100 Rough Carpentry	HCC		1,200.00	1,600.00	2,800.00	0.24	0.23%	\$0
	6411 Architectural Cabinets		6,385.00			6,385.00	0.56	0.52%	\$0
						0.00	0.00	0.00%	\$0
	DIVISION 7 - THERMAL & MOISTURE PROTECT.					0.00	0.00	0.00%	\$0
	7210 Thermal Insulation	w/ framing				0.00	0.00	0.00%	\$0
	7540 TPO Roofing	Est	54,625.00			54,625.00	4.75	4.45%	\$0
	7920 Joint Sealants	HCC		3,500.00	5,500.00	9,000.00	0.78	0.73%	\$0
						0.00	0.00	0.00%	\$0
	DIVISION 8 - DOORS & WINDOWS					0.00	0.00	0.00%	\$0
	8141 Flush Wood Doors	Est	WBS Est	3,300.00	22,000.00	25,300.00	2.20	2.06%	\$0
	8411 Aluminum-Framed Entrances & SF	Est		61,920.00		61,920.00	5.38	5.05%	\$0
	8650 Overhead Door	Est		5,500.00		5,500.00	0.48	0.45%	\$0
	8710 Door Hardware	w/ doors				0.00	0.00	0.00%	\$0
	8800 Windows	Est		22,500.00		22,500.00	1.96	1.83%	\$0
						0.00	0.00	0.00%	\$0
	DIVISION 9 - FINISHES					0.00	0.00	0.00%	\$0
	9221 Non-Structural Metal Framing	Est		33,592.00		33,592.00	2.92	2.74%	\$0
	9290 Gypsum Board	w/ framing				0.00	0.00	0.00%	\$0
	9300 Sheet Flooring	Est		8,800.00	5,584.00	14,384.00	1.25	1.17%	\$0
	9511 Acoustical Panel Ceiling	Est		10,500.00	18,000.00	28,500.00	2.48	2.32%	\$0
	9651 Resilient Base & Accessories	Est		1,500.00	1,000.00	2,500.00	0.22	0.20%	\$0
	9681 Tile Carpeting	Est		31,950.00		31,950.00	2.78	2.60%	\$0
	9912 Interior Painting			50,201.00		50,201.00	4.37	4.09%	\$0

Recap201203 NEC Office Renovations Bid Sheet

1 of 3

12/10/2020 3:21 PM

Proj: NEC Office Renovations Loc: 701 Broadway Owner: NEC Arch: MAG Date: 12/19/2020 2:00 PM		Bldg. Area: 11,500 sf Site Area: 0 sf Schedule: 6 mo Subcontract Bond Rate: 0.00%		0.00 Acres		Estimator: RD				
Code	Description	Subcontractor/Vendor		Subs	Mat'l's	Labor	Total	\$/Sf	%Job	Sub Bond
DIVISION 10 - SPECIALTIES							0.00	0.00	0.00%	\$0
	10280 Toilet Accessories	Est	HCC		1,000.00	800.00	1,800.00	0.16	0.15%	\$0
	10441 Fire Extinguisher Cabinets	Est	HCC		1,500.00	600.00	2,100.00	0.18	0.17%	\$0
	10900 Knox Box	Knox	HCC		475.00	400.00	875.00	0.08	0.07%	\$0
DIVISION 11 - EQUIPMENT (not used)							0.00	0.00	0.00%	\$0
DIVISION 12 - FURNISHINGS							0.00	0.00	0.00%	\$0
	12366 Simulated Stone Countertops	Est		2,470.00			2,470.00	0.21	0.20%	\$0
DIVISION 13 - SPECIAL CONSTRUCTION							0.00	0.00	0.00%	\$0
	13900 Fire Suppression	Est		55,200.00	3,500.00		58,700.00	5.10	4.78%	\$0
DIVISION 22 - PLUMBING							0.00	0.00	0.00%	\$0
	15400 Plumbing	JNL		80,000.00			80,000.00	6.96	6.52%	\$0
	15650 Hangers and Supports	w/ plumb					0.00	0.00	0.00%	\$0
	15804 ID For piping and equipment	w/ plumb					0.00	0.00	0.00%	\$0
	15840 Piping Insulation	w/ plumb					0.00	0.00	0.00%	\$0
	15900 Domestic Water Piping	w/ plumb					0.00	0.00	0.00%	\$0
	15901 Facility Natural Gas Piping	w/ plumb					0.00	0.00	0.00%	\$0
	15950 Sanitary Waste	w/ plumb					0.00	0.00	0.00%	\$0
	15980 Plumbing Fixtures	w/ plumb					0.00	0.00	0.00%	\$0
DIVISION 23 - MECHANICAL							0.00	0.00	0.00%	\$0
	15010 General Mechanical Requirements	JNL		75,000.00			75,000.00	6.52	6.11%	\$0
	15020 Testing and Balancing	w/ mech					0.00	0.00	0.00%	\$0
	15060 Duct Insulation	w/ mech					0.00	0.00	0.00%	\$0
	15210 HVAC Piping Insulation	w/ mech					0.00	0.00	0.00%	\$0
	15220 Condensate Drains	w/ mech					0.00	0.00	0.00%	\$0
	23510 Refrigerant Piping	w/ mech					0.00	0.00	0.00%	\$0
	23512 Metal Ducts and Accessories	w/ mech					0.00	0.00	0.00%	\$0
	23522 HVAC Power Ventilators	w/ mech					0.00	0.00	0.00%	\$0
	23741 Package Rooftop Unit	w/ mech					0.00	0.00	0.00%	\$0
DIVISION 26 - ELECTRICAL							0.00	0.00	0.00%	\$0
	26110 General Provisions for Electrical	NEC		128,000.00			128,000.00	11.13	10.43%	\$0
	16060 Grounding and Bonding	w/ elect					0.00	0.00	0.00%	\$0
	16070 Elect. Hangers and Supports	w/ elect					0.00	0.00	0.00%	\$0
	16130 Raceways and Boxes	w/ elect					0.00	0.00	0.00%	\$0
	16131 Cabinets and Enclosures	w/ elect					0.00	0.00	0.00%	\$0
	16140 Lighting Control Devices	w/ elect					0.00	0.00	0.00%	\$0
	16150 Wiring Connections	w/ elect					0.00	0.00	0.00%	\$0
	16210 Electrical Utility Services	w/ elect					0.00	0.00	0.00%	\$0
	16323 Panelboards	w/ elect					0.00	0.00	0.00%	\$0
	16510 LED Interior Lighting	w/ elect					0.00	0.00	0.00%	\$0

Recap201203 NEC Office Renovations Bid Sheet

2 of 3

12/10/2020 3:21 PM

Proj: NEC Office Renovations		Bldg. Area: 11,500 sf		0.00 Acres		Estimator: RD				
Loc: 701 Broadway		Site Area: 0 sf								
Owner: NEC		Schedule: 6 mo								
Arch: MAG		Subcontract								
Date: 12/19/2020 2:00 PM		Bond Rate: 0.00%								
Code	Description	Subcontractor/Vendor		Subs	Mat'l's	Labor	Total	\$/Sf	%Job	Sub Bond
	16900 Fire Alarm	w/ elect					0.00	0.00	0.00%	\$0
							0.00	0.00	0.00%	\$0
	Contingency Allowance			50,000.00			50,000.00	4.35	4.07%	\$0
							0.00	0.00	0.00%	\$0
							0.00	0.00	0.00%	\$0
Fee/Mo.:	\$7,867	Add/Check -->	ok	825,643.00	148,994.00	82,100.00	1,056,737.00	91.89	86.10%	\$0
% General Conditions	7.83%	Percent Cost:		0.78	0.14	0.08				
Approx. Cost Breakdown		(MISC)		LAB BURDEN		0.30	0.30	24,630.00	2.14	2.01%
		Bldrs. Risk	\$3,856	Sales Tax		0.0825	87,180.80	7.58	7.10%	
Site	\$128,700	\$11.19	Gen. Liab.	\$7,712	Sub Total		1,168,547.80	101.61	95.21%	
			OPL	\$0	B.R./G.L./OPL		11,568.62	1.01	0.94%	
Building	\$1,098,621	\$95.53	P&P Bond	\$0	Fee		47,204.66	4.10	3.85%	
Total							1,227,321.08	106.72	100.00%	
P & P Bond (Time Adjusted)							0.00			
Grand Total							\$1,227,321.08			

Facade \$61,920

Permittable \$1,165,401

Total \$1,227,321

Annual Bond For This Job	15,773
UP TO \$100,000	30,683
\$100K TO \$500 K	19,410
\$500K TO \$2.5 MIL	15,773
\$2.5 MIL TO \$5 MIL	18,955
\$5 MIL TO \$7.5 MIL	20,841
OVER \$7.5 MIL	23,978



# CAMPUS IMPROVEMENTS

## PHASE 1 - N2EC CORPORATE OFFICE

### 701 BROADWAY

#### BUILDING STATISTICS

#### INDEX TO DRAWINGS

Project Name: PHASE 1 - N2EC CORPORATE OFFICE  
 Project Location: 701 BROADWAY, DALLAS, TX 75202  
 Owner's Name: N2EC ELECTRICAL CONTRACTORS  
 Building Code: INTERNATIONAL BUILDING CODE 2015  
 Requirements:  
 Zoning Classification: Commercial District 2  
 Occupancy Classification (Section 105.1): Business Office  
 (Section 105.2)  
 Construction Type (Section 105.3): Type II - Noncombustible  
 Building Information:  
 Number of Stories: 2 Stories  
 Square Footage per Floor:  
 Total Square Footage: 10,000 s.f.  
 Square Footage by Occupancy:  
 Business Office (Floor 1): 5,000 s.f.  
 Business Office (Floor 2): 5,000 s.f.  
 Total: 10,000 s.f.  
 Code Information:  
 Minimum Square Footage (Table 105.1.1): 2,000 s.f.  
 Area Increase (See Appendix): None  
 Maximum Allowable Square Footage: 10,000 s.f.  
 Occupancy Separation Requirements:  
 Section 105.3 Use (Separated): With Separation Wall & Fire Door  
 Section 105.3.1 Use (Separated): With Separation Wall & Fire Door  
 Section 105.3.2 Use (Separated): With Separation Wall & Fire Door  
 Fire Separation Requirements: See Code Requirements for Separation Wall & Fire Door  
 Occupancy Load (Table 105.1.2):  
 First Floor:  
 Business Office: 100 s.f. / 1 Person = 100 (100)  
 Business Office: 100 s.f. / 1 Person = 100 (100)  
 First Floor Total Load: 100 Persons  
 Second Floor:  
 Business Office: 100 s.f. / 1 Person = 100 (100)  
 Business Office: 100 s.f. / 1 Person = 100 (100)  
 Second Floor Total Load: 100 Persons  
 Required Exit Width:  
 First Floor: 44 Persons x 0.20 ft./Person = 8.8 ft. Exit Width  
 Second Floor: 44 Persons x 0.20 ft./Person = 8.8 ft. Exit Width  
 Exit Width Provided: Second Floor Exit Width: 10'4" (10'4")  
 First Floor Exit Width: 10'4" (10'4")

#### GENERAL

G1 COVER SHEET  
 G2 ACCESSIBLE ENTRY STANDARDS

#### ARCHITECTURAL

A1 DEMOLITION PLAN  
 A2 FLOOR PLANS - FIRST & SECOND  
 A3 INTERIOR ELEVATIONS / MILLWORK  
 A4 SCHEDULES  
 A5 REFLECTED CEILING PLANS - FIRST & SECOND  
 A6 WALL SECTIONS - DETAILS

#### MECHANICAL / PLUMBING / ELECTRICAL

M1 MECHANICAL PLAN  
 P1 PLUMBING PLAN  
 E1 LIGHTING / POWER PLAN

#### STRUCTURAL

S1.1 STRUCTURAL NOTES  
 S1.2 LEGENDS  
 S1.3 STRUCTURAL SPECIFICATIONS  
 S2.1 STRUCTURAL DEMO / FINISHING PLAN  
 S2.2 STRUCTURAL DETAILS

#### GENERAL CONTRACTOR

##### HENTHORN CONSTRUCTION

HENTHORN CONSTRUCTION  
 2011 AVE. C,  
 LUBBOCK, TX 79404  
 (806) 687-0084

CONTACT  
 RHETT DAWSON

#### STRUCTURAL ENGINEER

##### JQ ENGINEERING, LLP

JQ ENGINEERING, LLP  
 100 GLASS STREET  
 DALLAS, TX 75207  
 (214) 752-0098

CONTACT  
 NATHAN JOHNSON, P.E.

#### ARCHITECT

##### ALBERT R. MOFFITT, A.I.A.

MAG ARCHITECTS, PLLC  
 5514 FR 7940  
 WOLFORTH, TX 75382  
 T: (806) 863-4405

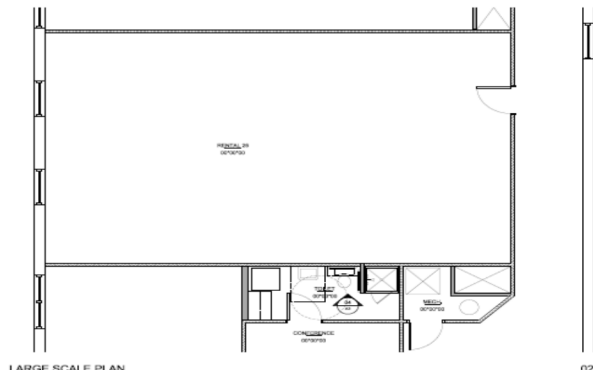
CONTACT  
 ALBERT MOFFITT, A.I.A.

#### OWNER

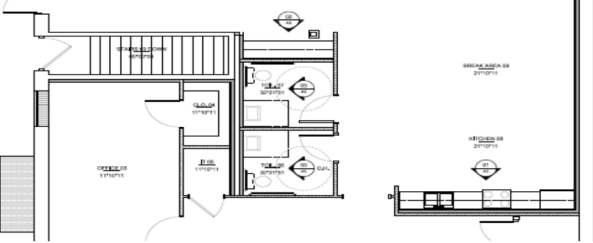
##### N2 ELECTRICAL CONTRACTORS

N2 ELECTRICAL CONTRACTORS  
 5109 82ND STREET, #7-206  
 LUBBOCK, TEXAS 79424  
 T: (806) 993-0024

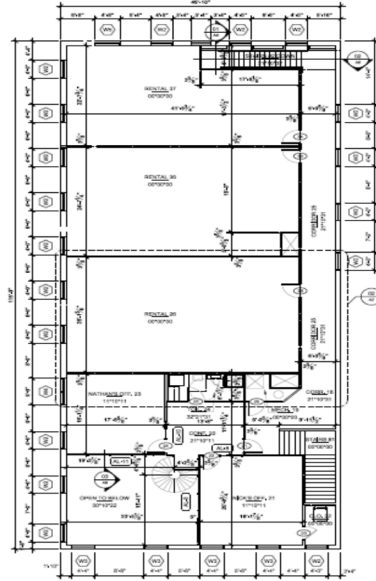
CONTACT  
 NICK HOLLOWAY



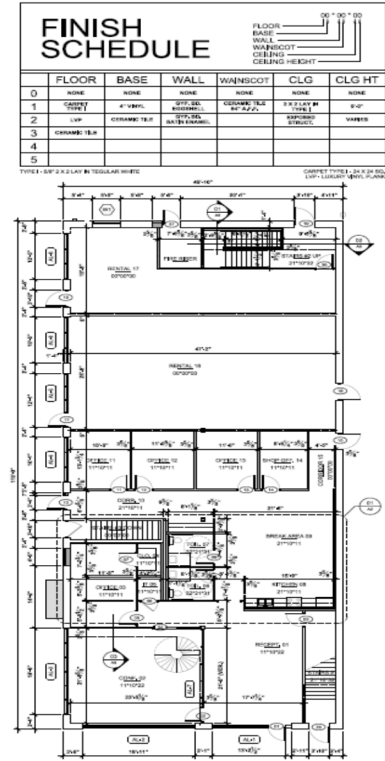
LARGE SCALE PLAN  
 SCALE: 1/8" = 1'-0"



LARGE SCALE PLAN  
 SCALE: 1/8" = 1'-0"



SECOND FLOOR PLAN  
 SCALE: 1/8" = 1'-0"

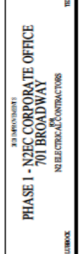


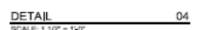
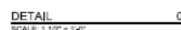
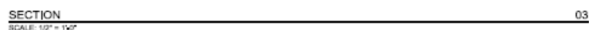
FIRST FLOOR PLAN  
 SCALE: 1/8" = 1'-0"

#### FINISH SCHEDULE

FLOOR	BASE	WALL	WAINSCOT	CLG	CLG HT
0	BASE	BASE	BASE	BASE	BASE
1	CEILING	4" VENEER	CEILING	CEILING	CEILING
2	CEILING	CEILING	CEILING	CEILING	CEILING
3	CEILING	CEILING	CEILING	CEILING	CEILING
4	CEILING	CEILING	CEILING	CEILING	CEILING
5	CEILING	CEILING	CEILING	CEILING	CEILING

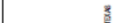
FINISH - SEE 2.0.2.1 IN TEGULAR WHITE  
 CARPET COVER - SEE 2.0.2.1 IN TEGULAR WHITE





### DEVELOPMENT

1. THE CONTRACTOR IS RESPONSIBLE FOR SEQUENCING DEMOLITION ACTIVITIES TO MAINTAIN STABILITY OF STRUCTURE AND TO MAINTAIN LIFE SAFETY.
2. THE CONTRACTOR SHALL EXERCISE CARE NOT TO DAMAGE EXISTING BUILDING ELEMENTS WHICH ARE TO REMAIN. ROOF DEMOLITION SHALL NOT BE ALLOWED TO FALL ON FLOOR STRUCTURE.
3. WEIGHT OF CONSTRUCTION EQUIPMENT OPERATED ON A FLOOR OR BLANK SHALL NOT EXCEED DESIGN LIVE LOADS SPECIFIED IN THE STRUCTURAL NOTES. WEIGHT OF CONSTRUCTION DEBRIS STACKED ON THE FLOOR OR BLANK SHALL ALSO NOT EXCEED THE DESIGN LIVE LOADS SPECIFIED IN THE STRUCTURAL NOTES.



## INDEX



Date: 05/07/2021  
Project No.: 3210106  
Sheet Title:  
EXISTING SECOND FLOOR  
FRAMING PLAN PLAN  
Drawing No.:

## S2.1



**CITY OF LUBBOCK**  
**DEMOLITION COMMERCIAL BUILDING**

*Wednesday, February 10, 2021 7:45AM*

*Page 1 of 2*

<u>Date Entered</u>	<u>Date Expires</u>	<u>Permit Type/Number</u>	<u>Project Number</u>
10-Feb-2021	09-Aug-2021	COMM-114418-2021	

## Parcel

PIN: 41358  
Address: 701 BROADWAY  
Zip: 79401  
Units:  
Subdivision: ORIGINAL TOWN LUBBOCK  
Legal Detail: ORIG T LUBBOCK BLK 136 L 16-17

<u>Zone</u>	<u>Type of Construction</u>	<u>Occupancy</u>
-------------	-----------------------------	------------------

## Proposed Development

MIN. FINISHED FLOOR ELEV. Not Determined PER TABLE 403.1. 7.3, 2009 IRC AMENDMENTS.

FLOOD PLAIN?

ORIG T LUBBOCK BLK 136 L 16-17 0.00 S

DESCRIPTION:

COMMENTS:

COMMENTS:

DESCRIPTION:

CORRECTIVEACTION:

COMMENTS:

RECOMMENDATION:

TO REQUEST INSPECTIONS CALL (806)775-3159 OR (806)775-3174 FOR BUILDING INSPECTION AND (806)775-2589 FOR WATER UTILITIES.

<u>Valuation</u>	<u>Square Footage</u>	<u>C of O Required</u>
\$0.00	0.00	NO



**CITY OF LUBBOCK**  
**DEMOLITION COMMERCIAL BUILDING**

*Wednesday, February 10, 2021 7:45AM*

*Page 2 of 2*

<u>Date Entered</u>	<u>Date Expires</u>	<u>Permit Type/Number</u>	<u>Project Number</u>
10-Feb-2021	09-Aug-2021	COMM-114418-2021	

## **Professional**

HENTHORN COMMERCIAL CONSTRUCTION COMPANY, INC. HENTHORN, MIKE 2011 AVE C LUBBOCK, TX 79404 State License: ACTIVE Professional License:	806-687-3084 806-470-6169
--	------------------------------

## **Required Inspections**

Demolition Final

## **Notice/Signature**

I hereby certify that the above statements are true facts concerning the construction of the building or other work for which this application is made. I also understand that the issuance of this permit does not relieve the permit holder from the responsibility of complying with all applicable City of Lubbock regulations, codes and ordinances and that failure to comply may subject the permit holder to criminal and/or civil liability.

Issuance of this city permit does not insure compliance with state or federal regulations, rules or laws. I understand that it is the responsibility of the permit holder or his agents to meet applicable state and federal requirements. These requirements may include, but are not limited to, those imposed by the Americans with Disabilities Act, the U. S. Environmental Protection Agency, the Texas Architectural Barriers Act, the Texas Department of Licensing and Regulation, the Texas Department of Health and the Texas Commission of Environmental Quality. This list is not all-inclusive and other federal or state requirements may be applicable.

**Customer Signature:** \_\_\_\_\_ **Permit Issued By:** 172984



## Regular City Council Meeting

6. 19.

Meeting Date: 06/22/2021

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### Information

#### Agenda Item

**Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Fred Bowers at 1401 Texas Avenue, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation.

#### Item Summary

Fred Bowers of Bowers Law Office is renovating his property at 1401 Texas Avenue, which is located within the Downtown Tax Increment Financing District boundary, as designated by the City of Lubbock. The scope of the facade project includes the installation of an exit door and garage door on the east side of the property, along with electrical work.

The cost of the project is estimated to be \$5,587, and the requested grant amount is \$2,794. The Market Lubbock, Inc. Board of Directors approved this amount at their May 26, 2021 Board Meeting, and recommend approval by the City Council.

#### Fiscal Impact

The total cost of the project is estimated to be \$5,587, with \$2,794 to be paid upon completion with the requested grant.

#### Staff/Board Recommending

Jesica McEachern, Assistant City Manager  
Brianna Gerardi, Director of Business Development  
Market Lubbock Inc. Board of Directors

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### Attachments

Resolution  
Market Lubbock Resolution  
Market Lubbock Supporting Documentation

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**RESOLUTION**

**WHEREAS**, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

**WHEREAS**, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

**THAT** the Downtown Façade Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Fred Bowers, Bowers Law Office, is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
**DANIEL M. POPE, MAYOR**

**ATTEST:**

\_\_\_\_\_  
Rebecca Garza, City Secretary

**APPROVED AS TO CONTENT:**



Brianna Gerardi, Business Development Director

**APPROVED AS TO FORM:**



Kelli Leisure, Assistant City Attorney



RE 21-28

**RESOLUTION APPROVING BOWERS LAW OFFICE  
1401 TEXAS AVENUE  
DOWNTOWN FACADE GRANT**

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, May 26, 2021, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Fred Bowers, Bowers Law Office for renovations to the property at 1401 Texas Avenue located within the downtown TIF.

The scope of facade work will include the installation of an exit door and garage door on the east side of the property plus electrical work totaling \$5,587 in expenses. The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant Bowers Law Office, a Downtown Facade Grant of \$2,794 for the project at 1401 Texas Avenue, which is located within the Downtown TIF, once proof of payment has been submitted.

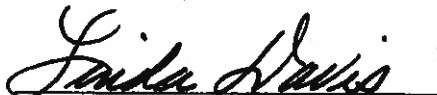
WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Ms. SuzAnn Kirby and Seconded by Director, Mr. Matt Bumstead.

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Fred Bowers, Bowers Law Office, for improvements to the building at 1401 Texas Avenue, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.



John Osborne, President & CEO



Linda Davis, Secretary

# **MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM**



**1401 Texas  
(Bowers Law Office)**

**TOTAL FAÇADE SCOPE OF WORK = \$5,587**

**FAÇADE GRANT = \$2,794**



**Downtown Grant Program  
Presented to MLI Board  
May 26, 2021**

**Project 1401 Texas (Façade)**

Fred Bowers, Bowers Law Office, at 1401 Texas is making improvements to the façade of his property, located in the Downtown TIF. Bowers Law Office has served the Lubbock area since 1993 and specializes in auto and truck accidents, medical malpractice and wrongful death cases.

The scope of façade work will include the installation of an exit door and garage door on the east side of the property plus electrical work totaling \$5,587 in expenses.

The MLI Board is being asked to consider a Downtown Façade Grant for Bowers Law Office totaling \$2,794 at 1401 Texas.



## Downtown Grant - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

### MLI CONTACT INFORMATION

Jorge Quirino - Director of Downtown & Special Project: Phone: 806.749.4500  
Market Lubbock, Inc.  
1500 Broadway, Sixth Floor, Lubbock, TX 79401 Email: [jorge@marketlubbock.org](mailto:jorge@marketlubbock.org)

Date Initial Application Submitted (Due prior to start of construction or permits assigned) 01/26/21

Projected Project Start Date TBD

Project Property Address 1401 Texas Ave  
Property LCAD R# 115853

### GENERAL INFORMATION

Company Name Bowers Law Office  
Street Address 1401 Texas Ave  
City, State, Zip Lubbock, TX 79416

Contact Fred Bowers  
Title Owner  
Phone 806-762-0863 or 806-773-2748 (cell)  
Email [fbowers@nts-online.net](mailto:fbowers@nts-online.net)

### INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☒ Lease ☐

Grant Type: Permittable ☐ Façade ☒

#### Project Summary Scope

Install an exit door and garage door to the east side of the property.

Summary of Expenses (detailed bids attached)	Projected	MLI Approved
Entry Door	\$1,495	\$748
Electrical	\$1,495	\$748
Garage door	\$2,364	\$1,182
	\$233	\$117
<b>TOTAL</b>	<b>\$5,587</b>	<b>\$2,794</b>

Final bids will be used to calculate the project cost and grant amount.

### COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent
Fred Bowers	100%		

Is the firm registered with the Secretary of State's Office to do business in Texas?

Yes ☒

Are you in good standing with the State of Texas?

Yes ☒

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations?

No ☒

Has the company or principals of the company had prior bankruptcies or lawsuits?

No ☒

If you answered "Yes" to either of the above two questions, please explain

**APPLICANT'S CHECKLIST:**

Initial application received by MLI prior to the start of construction and/or before permits are assigned ☐

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI. ☐

**Contact Brianna Gerardi, City Director of Development [bgerardi@mylubbock.us](mailto:bgerardi@mylubbock.us) , to determine:**

Does the scope of work meet downtown standards and guidelines? ☐

Are permits required for any aspect of the scope of work? ☐

Are public improvements required? ☐

**Documents Required for Final Grant Application**

Copies of City permits, if applicable ☐

Detailed/Itemized Bids ☐

Before Pictures ☐

Copy of building's current certificate of occupancy (request at [orr@mylubbock.us](mailto:orr@mylubbock.us)) ☐

Architectural Renderings (if applicable) ☐

Architectural Plans (if applicable) ☐

**After Completion of Construction**

Certificate of Occupancy or Similar City Document Approving Completion (*Applicant responsible for final scope of work matching approved scope*) ☐

Proof of Payment:

PAID Invoices (must reference the approved project) ☐

Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies) ☐

Signature (not required for electronic submittals): \_\_\_\_\_

Date: \_\_\_\_\_



Proposal For Fred Bower  
Street Address  
1401 Texas Ave.  
Lubbock, TX 79401

# Proposal

Date: 5/11/21  
Receipt # No.

## Propose to

Provide & Install model #30770 entry door.  
Includes jamb, hardware.  
Includes labor and installation.

\$1,495.00

Have arranged for licensed electrician to provide and  
install necessary wiring for two outlets and  
one interior/exterior exit sign.

\$1,495.00

Provide and install sheet metal and trim needed  
to case out fascia of the enclosure.

\$2,364.20

## TOTAL

Includes material, tax, and labor.

**\$5,587.20**

WE ACCEPT THE  
ABOVE PROPOSAL - \_\_\_\_\_

DATE- \_\_\_\_\_

\_\_\_\_\_  
REPRESENTATIVE OF DAN'S GARAGE DOOR  
REPAIR CO.

Dans Garage Door Repair Co.  
7417 80th St. Lubbock, TX 79424  
[Dansgaragedoorrepairco@gmail.com](mailto:Dansgaragedoorrepairco@gmail.com)  
(806)777-9252









## Regular City Council Meeting

6. 20.

Meeting Date: 06/22/2021

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### Information

#### Agenda Item

**Resolution - Public Health Services:** Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding for Central Distribution Model Participants, Department State Health Services Contract No. HHS001031800017, between the City of Lubbock Health Department and the State of Texas Department of State Health Services, to treat and control the spread of infectious disease across Texas.

#### Item Summary

This agreement will provide the City of Lubbock Health Department the opportunity to treat and control the spread of infectious disease across Texas, through the U.S. Federal Government, 340B Drug Pricing Program.

#### Fiscal Impact

None

#### Staff/Board Recommending

Bill Howerton, Deputy City Manager

Katherine Wells, Director of Public Health Services

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### Attachments

Resolution

MOU DSHS HHS001031800017

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**RESOLUTION**

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

**THAT** the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Memorandum of Understanding for Central Distribution Model Participants, Department of State Health Services Contract No. HHS001031800017 to treat and control the spread of infectious disease across Texas through the U.S. federal government 340B Drug Pricing Program, by and between the City of Lubbock and the State of Texas' Department of State Health Services, and all related documents. Said Memorandum of Understanding 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 \_\_\_\_\_.**

\_\_\_\_\_  
**DANIEL M. POPE, MAYOR**

**ATTEST:**

\_\_\_\_\_  
Rebecca Garza, City Secretary

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Bill Howerton, Deputy City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Ryan Brooke, Assistant City Attorney

**MEMORANDUM OF UNDERSTANDING  
FOR CENTRAL DISTRIBUTION MODEL PARTICIPANTS  
DSHS CONTRACT NO. HHS001031800017**

This Memorandum of Understanding (MOU), is between Department of State Health Services (DSHS) and City of Lubbock each a “Party” and collectively “Parties” to this MOU to treat and control the spread of infectious disease across Texas through the U.S. federal government 340B Drug Pricing Program (the “Program”).

**1. Purpose**

Establish roles and responsibilities concerning Parties’ compliance with the Program, while providing listed medications available through DSHS’ Inventory Tracking Electronic Asset Management System (ITEAMS) platform.

**2. Joint Responsibilities**

- 2.1 Ensure policies and procedures align with Program guidelines and expectations of compliance;
- 2.2 Monitor and track medication from DSHS Pharmacy Branch to patient receipt; and
- 2.3 Ensure all policies and procedures are implemented and adhered to.

**3. DSHS Responsibilities**

- 3.1 Create, review and update policies and procedures to ensure compliance of Program;
- 3.2 Purchase medications for the treatment of sexually transmitted diseases (STDs) and tuberculosis (TB) with state and federal funds allocated for specific public health purposes that are administered and dispensed in compliance with Program regulations, as authorized by the Texas Health and Safety Code, Chapters 81, 85 and 1001;
- 3.3 Review, approve and monitor Clinic’s registration in Office of Pharmacy Affairs Information System (OPAIS);
- 3.4 May review and approve the eligibility for each Clinic location to participate in Program;
- 3.5 Ensure TB medications provided are through local, pre-authorized health department and entities;
- 3.6 Provide education concerning Program compliance to Clinic through initial and ongoing trainings by submitting information on how to sign-up for the Apexus PVP Program, a Health Resources and Services Administration (HRSA) contractor for further education;
- 3.7 Monitor and support Clinic on all compliance elements of the Program addressed in the policies outlined by the DSHS HIV/STD Program, which can be accessed at: <https://www.dshs.texas.gov/hivstd/policy/>; and
- 3.8 Monitor and support Clinic on all compliance elements of the Program addressed in the policies outlined by the DSHS Tuberculosis and Hansen’s Disease Branch in the Texas Tuberculosis Work Plan, which can be accessed at: <https://www.dshs.texas.gov/idcu/disease/tb/policies/>.

#### **4. Clinic Responsibilities**

- 4.1 Determine eligibility of participation in the Program for each Clinic location;
- 4.2 Obtain medications through ITEAMS platform for outpatient treatment of STDs or for TB services and medications;
- 4.3 Distribute medications at no charge to uninsured, eligible patients;
- 4.4 Ensure medications are used only for the treatment of STDs and TB;
- 4.5 Ensure medications from the Program are not sold or exchanged to any individual or entity;
- 4.6 Maintain a Class D pharmacy license; Clinics without a Class D Pharmacy license are only permitted to order medications under a physician's license for direct administration to patients onsite and for patient-delivered partner therapy using single-dose oral medications for chlamydia and gonorrhea. i.e. azithromycin and cefixime.
- 4.7 Designate a staff member who oversees the ordering, provision, reconciliation and reporting of medications obtained through the ITEAMS platform, with reconciliation of the medications occurring prior to the last day of each month;
- 4.8 Maintain a tangible or electronic tracking-log documenting the following information for each medication distributed:
  - 4.8.1 Link to the patient to ensure that it is administered or dispensed to an eligible patient of clinical services in an outpatient setting;
  - 4.8.2 The National Drug Code (NDC);
  - 4.8.3 Total quantity of medication dispensed or administered; and
  - 4.8.4 Reconciled medication inventory.
- 4.9 Maintain records of Program information establishing appropriate use of each Program medication -- as records may be requested and audited by DSHS or for an internal review at any time to ensure compliance. Records include, but are not limited to: billing records, medication tracking logs, and relevant patient records;
- 4.10 Ensure all Program medications for treatment of STDs comply with current policies and procedures outlined by the DSHS HIV/STD Program, which can be accessed at: <https://www.dshs.texas.gov/hivstd/policy/>;
- 4.11 Ensure all Program medications for TB services comply with current policies and procedures outlined by the DSHS Tuberculosis and Hansen's Disease Branch in the Texas Tuberculosis Work Plan, which can be accessed at: <https://www.dshs.texas.gov/idcu/disease/tb/policies/>;
- 4.12 Develop and implement policies and procedures for Program medication tracking and distribution that are accessible to DSHS. Clinic may adopt guidance from DSHS or create their own so long as they follow Program guidelines and do not contradict DSHS' Program policies and procedures; and
- 4.13 Register as a covered entity in OPAIS database, maintaining registration each year this contract is enforceable, using the DSHS Program grant number for each program for which Clinic receives funding or in-kind contributions from DSHS. The OPAIS database can be accessed at: <https://340bopais.hrsa.gov/>.

## **5. Duration and Termination**

This MOU will commence on September 1, 2021 or on the last date of signature by the Parties to sign this MOU, whichever is later, and terminates on August 31, 2023, with the option to renew, by written agreement, in one-year increments, not exceeding a total of five years.

Either Party may terminate this MOU upon providing 30 calendar days' advance written notice to the other Party.

## **6. Additional Terms and Conditions**

### **6.1 Confidentiality.**

- 6.1.1 Clinic will comply with the Privacy, Security and Breach Notification incorporated into this MOU as Attachment B.
- 6.1.2 Clinic will maintain confidentiality and not disclose to third parties without DSHS' prior written consent, and any DSHS information including but not limited to DSHS Data, business activities, practices, systems, conditions and services. This section will survive termination or expiration of this MOU. The obligations of Clinic under this section will survive termination or expiration of this MOU.
- 6.1.3 All confidential information requirements must be included in all subcontract awarded by Clinic.

### **6.2 DSHS Data.**

- 6.2.1 As between the Parties, all data and information acquired, accessed, or made available to Clinic by, through, or on behalf of DSHS or DSHS contractors, including all electronic data generated, processed, transmitted, or stored by Clinic in the course of providing data processing services in connection with Clinic's performance hereunder (the "DSHS Data"), is owned solely by DSHS
- 6.2.2 Clinic has no right has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the DSHS Data except as required for Clinic to fulfill its obligations under the Contract or as authorized in advance in writing by DSHS
- 6.2.3 For the avoidance of doubt, Clinic is expressly prohibited from using, and from permitting any third party to use, DSHS Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of DSHS
- 6.2.4 Clinic shall make DSHS Data available to DSHS, including to DSHS' designated vendors, as directed in writing by DSHS. The foregoing shall be at no cost to DSHS.
- 6.2.5 Furthermore, the proprietary nature of Clinic's systems that process, store, collect, and/or transmit the DSHS Data shall not excuse Clinic's performance of its obligations hereunder.

### **6.3 No Cost.** This is a "no cost" agreement; the Comptroller shall not be obligated to make any payments of any amounts to Clinic or other parties as a result of this MOU. Any costs and



- expenses incurred under the terms of this MOU will be paid by the Party incurring the cost or expense. No funds appropriated to either Party will be exchanged under this MOU.
- 6.4 Public Information Act. Information, documentation and other material related to this MOU may be subject to public disclosure pursuant to Chapter 552 of the Tex. Gov't Code (the "Public Information Act" or "PIA"). In accordance with Tex. Gov't Code section 2252.907, Local Government is required to make any information created or exchanged with DSHS pursuant to this MOU, and not otherwise excepted from disclosure under the PIA, available in a format that is accessible by the public at no additional charge to DSHS.
- 6.5 Record Maintenance and Retention.
- 6.5.1 Clinic shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the DSHS, the Texas State Auditor's Office, the United States Government, and their authorized representatives' sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.
- 6.5.2 Clinic shall maintain and retain legible copies of this Contract and all records relating to the performance of the Contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by Clinic for a minimum of seven (7) years after the Contract expiration date or seven (7) years after the completion of all audit, claim, litigation, or dispute matters involving the Contract are resolved, whichever is later.
- 6.6 DSHS' Right to Audit.
- 6.6.1 Clinic shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Clinic pertaining to the Contract for purposes of inspecting, monitoring, auditing, or evaluating by DSHS and the State of Texas
- 6.6.2 In addition to any right of access arising by operation of law, Clinic and any of Clinic's affiliate or subsidiary organizations, or Subcontractors shall permit the DSHS or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the DSHS, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority

- 6.6.3 If deemed necessary by the DSHS or any duly authorized authority, for the purpose of investigation or hearing, Clinic shall produce original documents related to this Contract
- 6.6.4 DSHS and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings
- 6.6.5 Clinic shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards
- 6.7 Compliance with Audit or Inspection Findings.
  - 6.7.1 Clinic must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the Services and Deliverables provided. Any such correction will be at Clinic's or its Subcontractor's sole expense. Whether Clinic's action corrects the noncompliance shall be solely the decision of the DSHS
  - 6.7.2 As part of the Responsibilities, Clinic must provide to DSHS upon request a copy of those portions of Clinic's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the MOU
- 6.8 State Auditor's Right to Audit. The Parties acknowledge the State Auditor's authority to conduct audits of state agencies under Chapter 321 of the Texas Government Code. Clinic shall comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
- 6.9 Amendment. This MOU may be modified by written amendment signed by the Parties.
- 6.10 Change in Law and Compliance with Laws. Clinic shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by this MOU to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the MOU. DSHS reserves the right, in its sole discretion, to unilaterally amend the MOU to incorporate any modifications necessary for DSHS' compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines
- 6.11 Governing Law and Venue. This MOU shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the DSHS.
- 6.12 Dispute Resolution.
  - 6.12.1 The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Contract. If the Clinic's claim for breach of contract cannot be resolved informally with the DSHS, the claim shall be submitted to the negotiation process provided in

Chapter 2260. To initiate the process, the Clinic shall submit written notice, as required by Chapter 2260, to the individual identified in the Contract for receipt of notices. Any informal resolution efforts shall in no way modify the requirements or toll the timing of the formal written notice of a claim for breach of contract required under §2260.051 of the Texas Government Code. Compliance by the Clinic with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

6.12.2 The contested case process provided in Chapter 2260 is the Clinic's sole and exclusive process for seeking a remedy for an alleged breach of contract by the DSHS if the Parties are unable to resolve their disputes as described above.

6.12.3 Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by the DSHS, the Clinic shall continue performance and shall not be excused from performance during the period of any breach of contract claim or while the dispute is pending. However, the Clinic may suspend performance during the pendency of such claim or dispute if the Clinic has complied with all provisions of Section 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law

6.13 Limitation on Authority.

6.13.1 Any authority granted to Clinic by the DSHS is limited to the terms of this MOU.

6.13.2 Clinic shall not have any authority to act for or on behalf of the DSHS or the State of Texas except as expressly provided for in the Contract; no other authority, power, or use is granted or implied. Clinic may not incur any debt, obligation, expense, or liability of any kind on behalf of DSHS or the State of Texas

6.13.3 Clinic may not rely on implied authority and is not granted authority under the MOU to:

6.13.3.1 Make public policy on behalf of DSHS;

6.13.3.2 Promulgate, amend, or disregard administrative regulations of program policy decisions made by State and federal agencies responsible for administration of a DSHS program; or

6.13.3.3 Unilaterally communicate or negotiate with any federal or state agency or Texas Legislature on behalf of DSHS regarding DSHS programs or this MOU.

6.14 Severability. If any provision of the Contract is held to be illegal, invalid or unenforceable by a court of law or equity, such construction will not affect the legality, validity or enforceability of any other provision or provisions of this Contract. It is the intent and agreement of the Parties this Contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Contract will continue in full force and effect.

- 6.15 Force Majeure. Neither Party shall be liable to the other for any delay in, or failure of performance of, any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome
- 6.16 No Waiver. Nothing in the Contract shall be construed as a waiver of the DSHS' or the State's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the DSHS or the State of Texas. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to the DSHS or the State of Texas under the Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. DSHS does not waive any privileges, rights, defenses, or immunities available to DSHS by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.
- 6.17 Entire Contract and Modification. This Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible.

## **7. Authorized Representatives**

The following will act as the designated Representative authorized to administer activities including, but not limited to, notices, consents, approvals or other general communications to the maximum extent possible. The designated Party Representatives are:

### **DSHS**

Melissa D. Tafoya-Cortez. CTCM  
DSHS Contract Management  
P.O. Box 149347  
Austin, Texas 78714-9347  
Phone: (512) 776-2643  
Melissa.Cortez@dshs.texas.gov

### **Clinic**

Kim Swacina  
City of Lubbock  
806 18<sup>th</sup> Street  
Lubbock, Texas 79401  
Phone: (806) 775-2908  
kswacina@mylubbock.us

Either Party may change its designated Representative by providing written notice to the other Party at least ten calendar days prior to the change.

## **8. Authorized Signatures**

By signing, Parties acknowledge that they have read the MOU in its entirety, agreeing to its terms. The persons whose signatures appear below have the requisite authority to execute this MOU on behalf of the named party.

*Signature Page follows*

**SIGNATURE PAGE FOR  
MEMORANDUM OF UNDERSTANDING  
DSHS CONTRACT NO. HHS001031800017**

**DSHS**

**CLINIC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE  
CONTRACT:**

**ATTACHMENT A--CLINIC'S PARTICIPATING LOCATIONS**

**ATTACHMENT B--PRIVACY, SECURITY, AND BREACH NOTIFICATION**

**ATTACHMENTS FOLLOW**



**ATTACHMENT A**  
**CLINIC'S PARTICIPATING LOCATIONS**  
**DSHS CONTRACT NO. HHS001031800017**

[illegible]

**ATTACHMENT B**  
**PRIVACY, SECURITY, AND BREACH NOTIFICATION**  
**DSHS CONTRACT NO. HHS001031800017**

## **1.0 Definitions**

**“Breach”** means the acquisition, access, use, or disclosure of Confidential Information in an unauthorized manner which compromises the security or privacy of the Confidential Information.

**“DSHS Confidential Information”** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to the CLINIC electronically or through any other means that consists of or includes any or all of the following:

- (a) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (as these terms are defined in 45 C.F.R. §160.103);
- (b) Sensitive Personal Information defined by Texas Business and Commerce Code Chapter 521;
- (c) Federal Tax Information (as defined in Internal Revenue Service Publication 1075);
- (d) Personal Identifying Information (as defined in Texas Business and Commerce Code Chapter 521);
- (e) Social Security Administration Data (defined as information received from a Social Security Administration federal agency system of records), including, without limitation, Medicare or Medicaid information (defined as information relating to an applicant or recipient of Medicare or Medicaid benefits);
- (f) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

## **1.1 DSHS Confidential Information**

Any DSHS Confidential Information received by the CLINIC under this Contract may be disclosed only in accordance with applicable law. By signing this Contract, the CLINIC certifies that the CLINIC is, and intends to remain for the term of this Contract, in compliance with all applicable state and federal laws and regulations with respect to privacy, security, and breach notification, including without limitation the following:

- (a) Title 5 United States Code (USC) Part I, Chapter 5, Subchapter II, Section 552a, Records Maintained on Individuals, The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988;
- (b). Title 26 USC, Internal Revenue Code,
- (c). Title 42 USC Chapter 7, Subchapter XI, Part C, Administrative Simplification, the relevant portions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- (d) Title 42 USC Chapter 7, the relevant portions of the Social Security Act;

- (e) Title 42 USC Chapter I, Subchapter A, Part 2, Confidentiality of Substance Use Disorder Patient Records
- (f) Title 45 Code of Federal Regulations (CFR) Chapter A, Subchapter C, Part 160, General Administrative Requirements
- (g) Title 45 CFR Chapter A Subchapter C, Part 164, Security and Privacy;
- (h) Internal Revenue Service Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies, Safeguards for Protecting Federal Tax Returns and Return Information;
- (i) Office of Management and Budget Memorandum 17-12, Preparing for and Responding to a Breach of Personally Identifiable Information;
- (j) Texas Business and Commerce Code Title 11, Subtitle B, Chapter 521 Unauthorized Use of Identifying Information;
- (k) Texas Government Code, Title, 5, Subtitle A, Chapter 552, Public Information, as applicable,
- (l) Texas Health and Safety Code, Title 2, Subtitle D, Chapter 81, Section 81.006, Funds
- (m) Texas Health and Safety Code Title 2, Subtitle I, Chapter 181, Medical Records Privacy;
- (n) Texas Health and Safety Code Title 7, Subtitle E, Chapter 611, Mental Health Records;
- (o) Texas Human Resources Code, Title 2, Subtitle A, Chapter 12, Section 12.003, Disclosure of Information Prohibited;
- (p) Texas Occupations Code, Title 3, Health Professions, as applicable;
- (q) Constitutional and common law privacy; and
- (r) Any other applicable law controlling the release of information created or obtained in the course of providing the services described in this Contract.

The CLINIC further certifies that the CLINIC will comply with all amendments, regulations, and guidance relating to those laws, to the extent applicable.

## **1.2 Cybersecurity Training**

All of CLINIC's authorized users, workforce and subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code, Title 10, Subtitle B, Chapter 2054, Section 2054.5192, Cybersecurity Training Required: Certain State Contractors, by the Texas Department of Information Resources.

## **1.3 Business Associate Agreement**

CLINIC will ensure that any subcontractor of CLINIC who has access to DSHS Confidential Information will sign a HIPAA-compliant Business Associate Agreement with CLINIC, and CLINIC will submit a copy of that Business Associate Agreement to DSHS upon request.

#### **1.4 CLINIC's Incident Notice, Reporting and Mitigation**

The CLINIC's obligation begins at discovery of any unauthorized disclosure of Confidential Information or any privacy or security incident that may compromise Confidential Information. "Incident" is defined as an attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. The CLINIC's obligation continues until all effects of the Incident are resolved to DSHS's satisfaction, hereafter referred to as the "Incident Response Period".

#### **1.5 Notification to DSHS.**

- (a) The CLINIC must notify DSHS within the timeframes set forth in Section (c) below.
- (b) The CLINIC must require that its Subcontractors and contractors take the necessary steps to assure that the CLINIC can comply with all of the following Incident notice requirements.
- (c) Incident Notice:

##### **1. Initial Notice.**

Within twenty-four (24) hours of discovery, or in a timeframe otherwise approved by DSHS in writing, the CLINIC must preliminarily report on the occurrence of an Incident to the DSHS Privacy and Security Officers via email at: [privacy@HHSC.state.tx.us](mailto:privacy@HHSC.state.tx.us).

This initial notice must, at a minimum, contain:

- (i) all information reasonably available to CLINIC about the Incident, (ii) confirmation that the CLINIC has met any applicable federal Breach notification requirements, and
- (iii) a single point of contact for the CLINIC for DSHS communications both during and outside of business hours during the Incident Response Period.

##### **2. Formal Notice.**

No later than three (3) Business Days after discovery of an Incident, or when the CLINIC should have reasonably discovered the Incident, the CLINIC must provide written formal notification to DSHS using the Potential Privacy/Security Incident Form which is available on the HHSC website at <https://hhsconnection.hhs.texas.gov/rights-responsibilities/office-chief-counsel/privacy>.

The formal notification must include all available information about the Incident, and the CLINIC's investigation of the Incident.

#### **1.6 CLINIC Investigation, Response, and Mitigation.**

The CLINIC must fully investigate and mitigate, to the extent practicable and as soon as possible or as indicated below, any Incident. At a minimum, the CLINIC will:

- (a) Immediately commence a full and complete investigation;

- (b) Cooperate fully with DSHS in its response to the Incident;
- (c) Complete or participate in an initial risk assessment;
- (d) Provide a final risk assessment;
- (e) Submit proposed corrective actions to DSHS for review and approval;
- (f) Commit necessary and appropriate staff and resources to expeditiously respond;
- (g) Report to DSHS as required by DSHS and all applicable federal and state laws for Incident response purposes and for purposes of DSHS's compliance with report and notification requirements, to the satisfaction of DSHS;
- (h) Fully cooperate with DSHS to respond to inquiries and/or proceedings by federal and state authorities about the Incident;
- (i) Fully cooperate with DSHS's efforts to seek appropriate injunctive relief or to otherwise prevent or curtail such Incidents;
- (j) Recover, or assure destruction of, any Confidential Information impermissibly disclosed during or as a result of the Incident; and
- (k) Provide DSHS with a final report on the Incident explaining the Incident's resolution.

### **1.7 Breach Notification to Individuals and Reporting to Authorities.**

- (a) In addition to the notices required in this section, the CLINIC must comply with all applicable legal and regulatory requirements in the time, manner, and content of any notification to individuals, regulators, or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required in Title 45 CFR Chapter A, Subchapter C Part 164, Subpart D Notification in the Case of Breach of Unsecured Protected Health Information and Texas Business and Commerce Code, Title 11, Subtitle B, Chapter 521, Section 521.053(b), Notification Required Following Breach of Security of Computerized Data, or as specified by DSHS following an Incident.
- (b) The CLINIC must assure that the time, manner, and content of any Breach notification required by this section meets all federal and state regulatory requirements.
- (c) Breach notice letters must be in the CLINIC's name and on the CLINIC's letterhead and must contain contact information to obtain additional information, including the name and title of the CLINIC's representative, an email address, and a toll-free telephone number.
- (d) The CLINIC must provide DSHS with copies of all distributed communications related to the Breach notification at the same time the CLINIC distributes the communications.
- (e) The CLINIC must demonstrate to the satisfaction of DSHS that any Breach notification required by applicable law was timely made. If there are delays outside of the CLINIC's control, the CLINIC must provide written documentation to DSHS of the reasons for the delay.



## Regular City Council Meeting

6. 21.

Meeting Date: 06/22/2021

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### Information

#### Agenda Item

**Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Contract 15950 and all related documents, between the City of Lubbock and the Salvation Army of Lubbock, a Georgia Corporation, for the Emergency Solutions Grant (ESG) program, to provide services to the homeless.

#### Item Summary

- Grantee: Salvation Army of Lubbock, a Georgia Corporation
- Funding Source: ESG from the U.S. Department of Housing and Urban Development (HUD)
- Use of Funds: Emergency Shelter Operations, Essential Services and Rapid Re-Housing
- Allocation: Up to \$204,535.50
- Terms: June 1, 2021 – September 30, 2021

#### Fiscal Impact

There is no fiscal impact to the General Fund. Funds used originate from HUD. Maximum amount allocated to the Salvation Army for the ESG program is \$204,535.50.

#### Staff/Board Recommending

Bill Howerton, Deputy City Manager

Karen Murfee, Director of Community Development

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### Attachments

Resolution

Contract

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**RESOLUTION**

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

**THAT** the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Community Development Funding Agreement 15950 for the Emergency Solutions Grant (ESG) program to provide services to the homeless, and all related documents, between the City of Lubbock and the Salvation Army of Lubbock, a Georgia Corporation. 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.

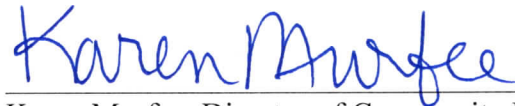
**Passed by the City Council on \_\_\_\_\_.**

\_\_\_\_\_  
**DANIEL M. POPE, MAYOR**

**ATTEST:**

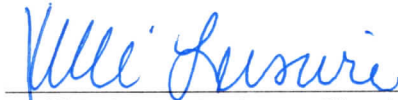
\_\_\_\_\_  
Rebecca Garza, City Secretary

**APPROVED AS TO CONTENT:**



\_\_\_\_\_  
Karen Murfee, Director of Community Development

**APPROVED AS TO FORM:**



\_\_\_\_\_  
Kelli Leisure, Assistant City Attorney

**EMERGENCY SOLUTIONS GRANT (ESG) FUNDING AGREEMENT**

**BETWEEN**

**THE CITY OF LUBBOCK**

**AND**

**SALVATION ARMY OF LUBBOCK, A GEORGIA CORPORATION**

This Emergency Solutions Grant (ESG) Program (the “Agreement”) Contract No.15950 is made by and between the City of Lubbock, a State of Texas home rule municipal corporation (the “City”) and **Salvation Army of Lubbock, A Georgia Corporation**, (the “Grantee”), (each a “Party”, and collectively the “Parties”) acting by and through the Parties’ representative officers and officials, and is hereby entered into by the Parties on this \_\_\_\_day of \_\_\_\_\_, 2021 (the “Effective Date”).

**RECITALS:**

**WHEREAS**, the City is obligated to do and perform certain services in its undertaking of an Emergency Solutions Grant (ESG). These funds pursuant to Subpart B of Title IV of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11371-11378), as amended by the Homeless Emergency and Rapid Transition to Housing Act of 2009 (Public Law 111-22) (HEARTH Act); and

**WHEREAS**, the Grantee operates a non-profit center offering services to the homeless throughout Lubbock County, Texas.

**WHEREAS**, the Grantee and the services it provides have been found to meet the criteria for funding under provisions of the Emergency Solutions Grant Regulation for Nonprofit Recipients; and

**WHEREAS**, the Grantee proposes to provide a service or program which will provide funds to enhance its ability for emergency shelter, rapid re-housing, and a homeless management information system (the “Program”); and

**WHEREAS**, the continuing supervision by the City with statutory and contractual requirements provide sufficient assurance that the public purpose of this Agreement will be accomplished; and

**WHEREAS**, the City Council has found that the Grantee has the special expertise, knowledge, and experience necessary for the operation of the Program and that the City will receive adequate consideration in the form of substantial public benefit; and

**WHEREAS**, the City desires to enter into this Agreement with the Grantee to make available the services provided under the Program; and **NOW, THEREFORE:**

**THE PARTIES, FOR GOOD AND VALUABLE CONSIDERATION, AGREE AS FOLLOWS:**

## **I. SCOPE OF PROGRAM**

### **A. General Administration**

In compliance with all of the terms and conditions of this Agreement, the Grantee agrees to provide the services set forth in the **EXHIBIT A**, which provides a description of each activity, including the services to be performed, the person(s) or entity providing the services, the estimated number of recipients of the services, and the manner and means of the services. The Grantee represents and warrants that the services to be provided to implement the Scope of Work shall be performed in a competent, professional and satisfactory manner in accordance with the ESG. The Grantee further certifies that all information presented in the ESG application submitted to the City upon which this Agreement is based shall be true and correct and incorporated by reference into this Agreement.

### **B. Levels of Accomplishment – Goals and Performance Measures**

The Grantee shall be responsible to accomplish the levels of performance as set forth in the **EXHIBIT A** and report such measures monthly to the City. If the Grantee estimates such goals will not be met, the Grantee is to contact the City, at which time the City will determine if any adjustment to the grant award is appropriate.

### **C. Staffing; Relationship of Parties; No Third Party Rights**

The Grantee shall ensure adequate and appropriate staffing is allocated to each ESG activity. Nothing contained in this Agreement is intended to, or shall be construed by the Parties, or by any third party, as creating or establishing the relationship of employer/employee, principal and agent, partnership or joint venture between the Parties, it being understood and agreed that Grantee is and will be at all times an independent contractor pursuant to this Agreement and shall not, in any way, be considered to be an officer, agent or employee of the City. The Parties intend that no rights or remedies be granted to any third party as a beneficiary of this Agreement or of any covenant, duty, obligation or undertaking established herein.

## **II. TERM OF AGREEMENT**

This Agreement shall take effect on June 1, 2021, and shall terminate on September 30, 2021, unless otherwise cancelled or modified according to the terms of this Agreement.

## **III. DISBURSEMENT AND FUNDS**

### **A. Maximum Amount of Disbursements; Method of Disbursement.**

City agrees to reimburse Grantee when, if and to the extent federal funds are received under provisions of the Act a sum not to exceed **Two Hundred Four Thousand Five Hundred Thirty-Five Dollars 50/100 (\$204,535.50)** for Grantee's performance of the Scope of Work in accordance with the Budget attached hereto as **EXHIBIT A**. Requests for reimbursements by Grantee shall be made by Grantee sending to the City, not more frequently than monthly, commencing on the 10<sup>th</sup> day of every month. Such schedule may be modified with the approval of the City. The City shall distribute ESG funds within 14 business days after approval from the City. Grantee has the ability to adjust line item amounts in the Budget with the prior written approval of the City's Director of Community Development, so long as the total Budget amount does not increase.

B. Payment

Payment is subject to the receipt and approval of such invoices and monthly activity reports, as hereinafter more fully set forth below under Reporting, with the final payment being due and payable upon the receipt of an invoice and report for the last month of the term of this Agreement and the City's approval thereof, which invoice and report shall be due on or before October 15, 2021 following the expiration of the term of this Agreement. The City shall pay such invoices within thirty (30) days after receipt thereof, provided the City is satisfied that such expenses have been incurred within the scope of this Agreement and that the Grantee is in compliance with the terms and conditions of this Agreement. The thirty (30) day period will discontinue if the reimbursement request is determined to be incomplete and will restart the thirty day (30) timeline once the remaining required elements have been submitted.

Failure to provide any of the required documentation and reporting will cause the City to withhold all or a portion of a request for reimbursement until such documentation and reporting has been received and approved by the City.

C. Use of Funds

The grantee agrees to use said funds pursuant to this Agreement to pay for necessary and reasonable costs allowable under federal law and regulations to operate said ESG program only. Said amounts shall include and will be limited to, emergency shelter operations, essential services and rapid re-housing assistance input into the Homeless Management Information Systems ("HMIS") data contribution as set forth in 24 CFR §§ 576.101 – § 576.107. Allowable program costs are detailed in the Budget, as set forth in **EXHIBIT A**. The Grantee's failure to perform, as required, may, in addition to other remedies set forth in this Agreement, result in readjustment of the amount of funds the City is otherwise obligated to pay to the Grantee pursuant to the terms hereof.

D. Condition of Funding

(1) The City advises the Grantee that a significant change in entitlement funding may result in a change in the current process utilized by the City to determine funding allocations. The Grantee acknowledges that the obligation of the City is contingent upon the availability of Federal, State or Local government funds, which are appropriated or allocated for the payment of such an obligation. If funding levels are significantly affected by Federal budgeting or if funds are not allocated and available for the continuance of the function performed by the Grantee, this Agreement may be terminated by the City at the end of the period for which funds are available. In the event of funding reduction, the City may reduce the Budget for this Agreement as a whole or may limit the rate by which Grantee receives the ESG funds for providing Grantee's services hereunder. At the earliest opportunity, the City shall notify the Grantee of any services, which may be affected by a shortage of funds.

No penalty shall accrue to the City in the event this provision is exercised and the City shall not be liable for any damages as a result of termination under this provision of this Agreement. Nothing herein shall be construed as obligating the City to expend funds in excess of appropriations authorized by law.

The Grantee shall allow representatives of the City or HUD and their agents and representatives to inspect facilities which are used in connection with the Agreement or which implement programs funded under this Agreement and to observe the provision of services. The City is under no duty to supervise the provision of Grantee's services. Any inspection or examination by the City is for the sole purpose of protecting and preserving the City's rights under this Agreement.

No default of Grantee shall be waived by any inspection by the City. In no event shall any inspection by the City be a representation that there has been or will be compliance with this Agreement or that Grantee is in compliance with any federal, state and local laws, ordinances, regulations and directives applicable to the performance of this Agreement or the provision of Grantee's services.

- (2) Where the City has reasonable grounds to question the fiscal accountability, financial soundness, or compliance with this Agreement by the Grantee, the City may suspend the operation of this Agreement for up to sixty (60) days upon three (3) days' notice to Grantee of the City's intention to so act, pending an audit or other resolution of such questions.

E. Matching

The Grantee is required to make matching contributions to supplement the ESG program in an amount that equals or exceeds the amount of ESG funds provided by HUD through the City. Such contributions shall be entirely consistent with the Matching Requirements as outlined by 24 CFR § 576.201.

F. Program Income

- (1) Definition. Program income means, as provided by 2 CFR § 200.80, gross income received by the Grantee directly generated by a grant supported activity, or earned only as a result of the grant Agreement during the grant period. For purposes of ESG, program income will also include any amount of a security or utility deposit returned to the Grantee.
- (2) Use. The Grantee shall use all income received from said funds only for the same purposes for which said funds may be expended pursuant to the terms and conditions of this Agreement.
- (3) Counts toward Matching. Costs paid by program income may count toward meeting the matching requirements, provided the costs are eligible ESG costs that supplement the program and are consistent with the requirements in 24 CFR 576.201.

G. Separation of Accounts

All funds received by the Grantee from the City pursuant to this Agreement shall be maintained, or of any principal or member of the Grantee, in an account (the "Account") at a federally insured banking or savings and loan institution with record keeping of such Accounts maintained pursuant to applicable legal requirements. The Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. No monies shall be withdrawn from the Account except for expenditures relating to ESG Program costs that are eligible, allowable and allocable, as authorized hereunder.

All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. The City may withhold payment allocation requests if the Grantee fails to comply with the above requirements until such compliance is demonstrated to the satisfaction of the City.

H. Expenditure of Funds

Much like how HUD requires the City, pursuant to 24 CFR § 576.203, to expend all of the grant funds for eligible activity costs within 24 months after the date that HUD signs the grant Agreement with the City, it is a requirement for the Grantee to expend all of the grant funds for eligible activity costs within the term of this Agreement.

For the purposes of this paragraph, expenditure means either an actual cash disbursement for a direct charge for goods or services or an indirect cost, or the accrual of a direct charge for goods or services or an indirect cost. Failure to expend said funds within said timeframe can result in a reallocation of funds.

#### I. Prohibited Use

(1) Generally. The Grantee hereby certifies and agrees that it will not use funds provided through this Agreement to pay for meals for persons and families other than those identified as eligible program participants. Said funds shall not be used for entertainment purposes or for gifts. The Grantee certifies that it will not use said funds for illegal or dishonest conduct; rather, the use of ESG funds will remain in compliance with all applicable federal, state, and local laws, including applicable laws not outlined in this Agreement.

(2) Lobbying. The Grantee certifies and agrees that it will comply with federal law (31 U.S.C. 1352) and regulations found at 24 CFR Part 87, which provide that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative Agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, or an officer or employee of a Member of Congress in connection with awarding of any federal contract, the making of any federal grant or loan, entering into any cooperative Agreement and the extension, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative Agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, the undersigned shall complete and submit a "Disclosure of Lobbying Activities,"

#### IV. **GENERAL CONDITIONS**

Coordinated Entry the City of Lubbock has adopted the Texas Balance of State Continuum of Care's Coordinated Entry Written Standards **EXHIBIT B.** which can be located <https://www.thn.org/wp-content/uploads/2020/07/TX-BoS-CoC-CE-WS-Version2-Final.pdf> The Grantee agrees to work with the City to ensure compliance with the Coordinated Entry Policies and Procedures, including the use of HMIS to collect and manage participant data and required prioritization for Rapid Re- Housing (RRH) assistance. Grantee agrees to serve as a Coordinated Entry access point. Grantee agrees to accept referrals for services RRH people who are served outside their own agency.

##### A. Evaluation of Program Participants Eligibility and Needs

The Grantee must conduct initial evaluations and periodic re-evaluations to determine the eligibility of each individual or family's eligibility for ESG assistance in accordance with 24 CFR § 576.401.

##### B. Terminating Assistance

If a program participant violates program requirements, the Grantee may terminate the assistance in accordance with a formal process established by the Grantee that recognizes the rights of individuals affected and in compliance with 24 CFR § 576.402.



C. Shelter and Housing Standards

The Grantee certifies that shelters and housing supported by ESG funds and used by ESG beneficiaries will conform to 24 CFR § 576.403.

D. Homeless Involvement

The Grantee certifies that it will involve, to the maximum extent practicable, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, and in providing services for occupants of these facilities. See 24 CFR § 576.405(c) and 42 USC 11375(d).

E. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. City assumes no liability for Grantee's actions and performance; nor does the City assume responsibility for taxes, bonds, payments, or other commitments, implied or explicit, by or for Grantee. Grantee shall not have authority to act as an agent on behalf of City unless specifically authorized to do so in writing. Grantee acknowledges that it is aware that because it is an independent contractor, City is making no deduction from any amount paid to Grantee and is not contributing to any fund on its behalf. Grantee disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

As respects all acts or omissions of Grantee relating to Grantee's responsibility for taxes, bonds, payments, or other commitments, implied, or explicit, by or for Grantee, the Grantee agrees to indemnify, defend (at the City's option), and hold harmless the City, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, reasonable defense costs, or liability of any kind or nature to the extent arising out of or in connection with the Grantee's performance or failure to perform under this Section.

F. Subcontracts

(1) Content Requirements. The Grantee will include all relevant provisions of this Agreement in all subcontracts entered into as part of the activities undertaken in furtherance of this Agreement and will take appropriate action pursuant to any subcontract upon a finding that the subcontractor is in violation of regulations issued by any federal agency. The Grantee will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 (Economic Opportunities for Low- and Very Low-Income Persons) and will not allow any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(2) Submission to the City. The Grantee must submit all subcontracts and other Agreements that relate to this Agreement to the City.

G. Licensing

The Grantee agrees to obtain and maintain, at its sole cost and expense, all required licenses, registrations, accreditation, permits and approvals as may be required by law for its operations and the performance of its services under this Agreement.

The Grantee shall ensure that its staff and subcontractors shall also obtain and maintain all required licenses, registrations, accreditation, permits and approvals as may be required by law for the performance of services hereunder. Such licensing requirements include obtaining a City business license, as applicable. Grantee shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for the performance of the services required by this Agreement.

#### H. Responsibilities Toward Employees

The Grantee accepts full responsibility for payment of any and all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholdings, social security withholdings, and any and all other taxes or payroll withholdings required for all employees engaged in the performance of the work and activities authorized by the Agreement. The Grantee accepts full responsibility for providing workers with proper safety equipment and taking any and all necessary precautions to guarantee the safety of workers or persons otherwise affected.

#### I. Insurance and Bonding

(1) Generally. The Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, or damage to property (including property of Grantee) caused by the negligent acts or omissions, or negligent conduct of the Grantee, its employees, agents or subcontractors, to the extent permitted by law, in connection with the activities pursuant to this Agreement.

The Grantee shall comply with the bonding and insurance requirements of 2 CFR § 200.427, and 2 CFR § 200.447.

The Grantee shall obtain prior to commencing any services or activities under this Agreement, at its sole cost, and maintain during the term of this Agreement, insurance coverage as set forth below.

(2) Limits. The Grantee shall maintain, at all times, the following minimum levels of Insurance, and shall, without in any way altering its liability, obtain, pay for, and maintain insurance for the coverages and amounts of coverage not less than those set forth below:

(a) Workers' Compensation Insurance, as required by State statutes.

(b) Comprehensive General Liability Insurance or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, Broad-Form Property Damage, Independent Contractor's Liability and Fire Damage Legal Liability, in an amount of not less than \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage resulting from any one occurrence.

(c) Comprehensive Automobile Liability coverage, including - as applicable - owned, non-owned and hired autos, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.

The Grantee's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the City.

Grantee hereby agrees to waive subrogation, which any insurer of the Grantee may acquire from the Grantee by virtue of the payment of any loss. If requested by City, Grantee agrees to obtain and deliver to City an endorsement from Grantee's general liability and automobile insurance insurer to effect this waiver of subrogation.

- (3) Required Certificates and Endorsements. Prior to commencement of any work under this Agreement, the Grantee shall deliver to City (i) insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above and (ii) endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Grantee's responsibility to see that City receives documentation, acceptable to City, which sustains that the individual signing such endorsements, is indeed authorized to do so by the insurance company. In addition, City reserves the right at any time to demand, and to receive within a reasonable time, certified copies of any insurance policies required under this Agreement, including endorsements effecting the coverage required by these specifications.
- (4) Company Rating. All insurance coverage shall be written with a company having an AM. Best Rating "A" or better and financial size VIII or larger.
- (5) Failure to Comply. In the event of any failure by the Grantee to comply with these provisions, the City may, after notice to the Grantee, suspend the program for cause until there is full compliance.

J. Zoning.

The Grantee agrees that any facility/property used in furtherance of said program shall be specifically zoned and permitted for such use(s) and activity (ies). Should the Grantee fail to have the required land entitlement and/or permits, thus violating any local, state, or federal rules and regulations relating thereto, the Grantee shall immediately make good-faith efforts to gain compliance with local, state, or federal rules and regulations following written notification of said violation(s) from the City or other authorized citing agency. The Grantee shall notify the City immediately of any pending violations. Failure to notify the City of pending violations, or to remedy such known violation(s), shall result in termination of grant funding hereunder. The Grantee must make all corrections required to bring the facility/property into compliance with the law within sixty (60) days of notification of the violation(s); failure to gain compliance within such time shall result in termination of grant funding hereunder.

K. Displacement and Relocation.

The Grantee must assure that it has taken all reasonable steps to minimize displacement of persons. Relocation must be consistent with requirements as set forth in 24 CFR § 576.408.

L. Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or correctly inserted, then upon the application of either Party, the contract shall forthwith be physically amended to make such insertion or correction.

## **V. ASSURANCES AND CERTIFICATIONS**

### **A. Non-Profit Status**

The Grantee certifies that:

(1) The Grantee is a duly organized and existing non-profit corporation in good standing and authorized to do business under the laws of the City of Lubbock and in possession of required non-profit status under the United States Internal Revenue Code[for example, 26 USC § 501(c)(3)]. The Grantee has full right, power, and lawful authority to accept the funding hereunder and to undertake all obligations as provided herein and the execution, performance, and delivery of this Agreement by the Grantee has been fully authorized by all requisite actions on the part of the Grantee.

(2) If the Grantee's non-profit status changes at any time during this Agreement, it will advise the City within 15 days of such change.

(3) If the Grantee is a private non-profit, it hereby agrees that the members of its Board of Directors will receive no compensation, directly or indirectly, from any funds generated from or because of the ESG program, for their services.

(4) As a non-profit, the Grantee acknowledges that administration of its operation and services are subject to the requirements as established in 2 CFR §200.

### **B. Adherence to Federal, State, and Local Laws and Regulations**

(1) General. The Grantee agrees to comply with all requirements of the ESG program as stated in 24 CFR 576 and applicable crosscutting Federal, State, and Local requirements.

(2) Economic Opportunities for Low- and Very Low-income Persons. The Grantee shall ensure that employment and other economic opportunities generated by the Program shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).

(3) Civil Rights. The Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of the Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and 41 CFR Chapter 60.

(4) Nondiscrimination and Equal Employment Opportunity. During the performance under this Agreement, the Grantee shall not discriminate against any employee or applicant for employment based on race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, sexual orientation, or any other basis prohibited by applicable law. The Grantee shall take affirmative action to ensure that all applicants and employees are treated without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, and sexual orientation. The Grantee shall comply with all provisions of Executive Order 11246, Equal Employment Opportunity, as amended by Executive Orders 11375 and 12086.

(5) Nondiscrimination and Equal Opportunity in Participation. The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR § 5.105(a). The Grantee shall not discriminate against any participant on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, sexual orientation, or any other basis prohibited by applicable law. The Grantee shall, through affirmative outreach, make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. The Grantee must take appropriate steps to ensure effective communication with persons with disabilities.

(6) Americans with Disabilities Act. The Grantee agrees to comply with any federal regulations issued pursuant to compliance with the Americans with Disabilities Act, which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and Local government services, and public accommodations.

(7) Fair Housing. Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funded sub-recipients. The Grantee has a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act.

C. Falsification of Information

The Grantee represents and warrants that it has made no false statements to the City in the process of obtaining this award of the ESG Funds.

D. Drug Free Workplace

The Grantee represents and warrants that it has established the following drug-free workplace policy:

(1) The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace for any employee involved in a federally funded program.

(2) As an employee working in conjunction with a federally funded program, the employees of the Grantee will be required to:

a. Abide by the terms above in statement (1), and

b. Notify the appropriate Grantee authorities and City officials of any criminal drug statute conviction for a violation occurring in the workplace.

Such notification shall be made no later than five (5) days after conviction.

(3) The City and the United States Department of Housing and Urban Development will be notified within ten days after receiving notice of any such violation.

(4) Within thirty (30) days of receiving such notice, appropriate personnel action will be taken against such employee, up to and including termination.

(5) Each such employee shall be required to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or Local health, law enforcement, or other appropriate agency.

E. Religious Organization

The Grantee may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of said program or services. If the Grantee conducts such activities, the activities must be offered separately, in time or location, from said programs or services, and participation must be voluntary for the program participants. The Grantee shall not discriminate against a program participant or prospective program participant based on religion or religious belief.

If the Grantee is a religious organization, it retains its independence from Federal, State, and Local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that the religious organization does not use direct ESG funds to support any inherently religious activities. The Grantee agrees that rehabilitation of structures by the religious organization in connection with said program must be in sound accord with the provisions under 24 CFR § 576.406.

F. Additional Terms between the City and HUD

The Grantee agrees further that it shall be bound by the standard terms and conditions used in the Grant Agreement between HUD and the City and such other rules, regulations, or requirements as HUD may reasonably impose in addition to the aforementioned assurances at or subsequent to the execution of this Agreement by the Parties hereto.

G. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to the participants' health or safety.

H. Hatch Act

The Grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, 5 U.S.C. Section 1501 et seq.

I. Davis-Bacon Act

The provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-5) do not apply to the ESG program.

**VI. ADMINISTRATIVE REQUIREMENTS**

Generally

The following requirements and standards must be complied with as stated in 2 CFR Part 200, et al. GRANTEE shall procure all materials, property, or services in accordance with the requirements of 2 CFR § 200.318-326.



A. Procurement

(1) Compliance. The Grantee shall comply with current HUD and City policies concerning the procurement of equipment, goods, and services, and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. The Grantee shall report to the City all program assets (unexpended program income, property, equipment, etc.), and upon the CITY'S request, such assets shall revert to the City upon termination of this Agreement.

(2) Pursuant to 2 CFR § 200.331 (a) (4), the Indirect Cost Rate for the Grantee's award shall be an approved federally recognized cost rate negotiated between the Grantee and the Federal government, or, if no cost rate exists, the de minimis indirect cost rate, as defined in 2 CFR § 200.414(b) Indirect (F & A) costs, shall be used. For this Agreement, the de minimis indirect cost of 10% will apply.

(3) Use and Reversion of Assets. The use and disposition of equipment under this Agreement shall comply with the requirements of 2 CFR Part 200.

B. Reporting

Reporting requirements must conform to the policies and procedures as established by the City and in compliance with 24 CFR § 576.500. The Grantee shall submit to the City, on or before the 10<sup>th</sup> day of each month:

(1) Payment Request. An original request for reimbursement and true copies of invoices, receipts, Agreements, or other documentation supporting and evidencing how the ESG Funds have been expended during the applicable month.

(2) Monthly Activities and written cumulative (year-to-date) reports of activities, program accomplishments, new program information, and up-to-date program statistics on expenditures, caseload and activities. Failure to provide any of the required documentation and reporting will cause the City to withhold all or a portion of a request for reimbursement until such documentation and reporting has been received and approved by the City.

(3) Matching. Monthly certification of match contribution and expense, plus documentation of match source.

(4) Any other such reports as the City (or HUD) shall reasonably require and/or request, including but not limited to the following information: monthly records of all ethnic and racial statistics of persons and families benefited by the Grantee in the performance of its obligations under this Agreement.

C. Record Keeping

Sufficient records must be established and maintained to enable the City and HUD to determine whether the ESG requirements are being met. Record keeping requirements must conform to the policies and procedures as established by the City.

All accounting records, reports, all evidence pertaining to costs, expenses, and ESG Funds of the Grantee, and all documents related to this Agreement shall be maintained and kept available at the Grantee's office or place of business for the duration of the Agreement and thereafter for five (5) years post-completion of an audit in conformity with the ESG requirements, except as hereinafter provided relating to retention of any records or documentation existing, created, or maintained in compliance with Lead-based Paint regulations, which likely require longer retention as outlined below.

Records which relate to (a) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (b) costs and expenses of this Agreement to which the City or any other governmental agency takes exception, shall be retained beyond the five (5) years until complete resolution or disposition of such appeals, litigation claims, or exceptions. All said records must be retained for the greater of the aforementioned duration or the periods specified in 24 CFR § 576.500(y). All records relating to, or created or maintained in compliance with, the Lead-Based Paint regulations shall be retained and maintained by the Grantee indefinitely, including without limitation, all inspection report(s), disclosure statement(s), and clearance report(s). Copies made by microfilming, photocopying, or similar methods may be substituted for the original records. The City, HUD and auditors shall have the right to access all Grantee records for as long as the records are retained by the Grantee. In the event the Grantee does not make the above-referenced documents available within the City of Lubbock, the Grantee agrees to pay all necessary and reasonable expenses incurred by the City in conducting any audit at the location where said records and books of account are maintained. The Grantee agrees to meet the requirements set forth in 24 CFR § 576.500.

**Confidentiality of Records.** Grantee shall adhere to the requirements of 24 CFR 576.500(x) and any written procedures developed by the City and provided to Grantee from time to time during the Term of the Agreement.

D. **Homeless Management Information Systems (HMIS)** City of Lubbock has adopted the Texas Balance of State Continuum of Care Written Standards – Service Delivery. **EXHIBIT C**, which can be located [https://www.thn.org/wp-content/uploads/2019/03/Approved\\_TX-BoS-CoC-Written-Standards-2018-19.pdf](https://www.thn.org/wp-content/uploads/2019/03/Approved_TX-BoS-CoC-Written-Standards-2018-19.pdf)

(1) The Grantee must ensure that data is entered on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or with the express knowledge and written consent of the City, a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS, using the HMIS – Data Standards Manual. **EXHIBIT D**, which can be located <https://files.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual.pdf>

(2) **HMIS Agency Agreement.** The Grantee shall execute an Agreement with the HMIS Lead Agency, appointed by the Texas Balance of State CoC, to participate in the regionally established HMIS system. The Grantee shall distribute a copy of the Grantee's Agreement with the HMIS Lead Agency to the City within five (5) business days of this Agreement's execution. In the case of Domestic Violence service providers or other agencies prohibited from entering data into HMIS, the Grantee shall submit to the City documentation from the HMIS Lead Agency certifying that the Grantee is using a comparable database within five (5) business days of this Agreement's execution.

(3) **HMIS Interagency Data Sharing Agreement.** The Grantee shall enter into an Interagency Data Sharing Agreement with the HMIS Lead Agency where the Grantee agrees to share HMIS data with other ESG agencies regarding clients that are served in ESG funded programs, unless prohibited by law. A copy of such Agreement shall be delivered to the City. Include HMIS Client Release of Information consent form. **EXHIBIT E**, which can be located <https://www.thn.org/wp-content/uploads/2018/01/HMIS-Client-ROI.pdf>

(4) **HMIS Data Input.** Grantee must enter data directly into the Texas Balance of State CoC HMIS System, and adhere to all implementation guidelines developed under the Continuum of Care. HMIS participation includes, but is not limited to, the input of all programmatic and client data for the generation of all mandated monthly, quarterly and closeout reports. Grantee must input client data in real time, or no more than twenty-four (24) hours after date of program entry. Services rendered to clients must be entered into HIMS within twenty-four (24) hours from date of services. All clients who exit the program must have updated status in HIMS within twenty- four (24) hours of actual exit date. Failure to meet the above Data Input requirements will constitute a violation of the terms and conditions of this Agreement and subject to the remedies set forth in Section XV below.

(5) **HMIS User Requirements.** Grantee must assign no less than two (2) HMIS users, including but not limited to agency Director for the agency. If for any reason an HMIS user provides notice of resignation, or has been terminated from his/her position, the agency must notify the City no less than 72 hours after notice is given, or after termination. The exiting employee(s) must deactivate his/her user ID and another employee must be established after training has been completed.

E. Audit Report Requirements

The Grantee agrees that if the Grantee expends One Hundred Thousand Dollars (**\$100,000**) or more in federal funds, the Grantee shall have an annual audit conducted by a certified public accountant in accordance with the standards as set forth and published by the United States Office of Management and Budget (2 CFR § 200.501a). The Grantee shall provide the City with a copy of said audit by April 1 of the year following the program year in which this Agreement is executed. Further, the Grantee shall comply and/or cause compliance with audit report(s) required by applicable provisions of the Lead- Based Paint Regulations as further detailed below.

**VII. EVALUATION AND MONITORING**

A. Generally

The City will monitor the performance of the Grantee against goals and performance standards as required herein. The Grantee shall provide the City all necessary reporting information as required by the City in the administration and review of the Program. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Grantee within a reasonable period after being notified by the City, contract suspension or termination procedures will be initiated.

B. Access to Records

The Grantee gives the City and HUD, including their authorized representative, access to and the right to examine all records, books, papers, items, emails, and documents, both physical and electronic, relating to the program.

C. Audit

The City shall have the right to audit and monitor any program income as a result of an ESG activity. Upon request by the City and for audit purposes, the Grantee further agrees to provide all files, records, and documents pertaining to related activities and clientele demographic data.

## **VIII. LIABILITY**

### **A. Generally**

Each Party to this Agreement acknowledges that it will be liable for its own negligent acts or negligent omissions by or through itself, its employees, agents, and subcontractors. Each Party further agrees to defend itself and themselves, and to pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other. In other words, the Grantee agrees to be fully responsible for its negligent acts or omissions, or any intentional tortuous acts, which result in claims, or suits against the City, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein shall be construed as consent by a State or City agency or subdivision to be sued by third parties in any matter arising out of any contract, and nothing herein is intended to serve as a waiver of sovereign immunity where sovereign immunity applies.

### **B. City not Liable for Funds**

The Grantee further acknowledges that the source of the ESG Funds is a federal pass-through grant to the Grantee. The City shall have no obligation to advance or pay the Grantee with any funds other than the ESG Funds the City receives from HUD.

### **C. Hold Harmless**

The Grantee shall defend, indemnify and save harmless the City, its officers, agents, employees, representatives, volunteers, and student externs from and against any and all claims, demands, defense costs, liability or damages of any kind or nature resulting from or arising out of the acts, errors or omissions of the Grantee, its officers, directors, employees, agents, subcontractors, and suppliers in the performance of Grantee's services and activities under this Agreement.

## **IX. ENVIRONMENTAL CONDITIONS**

### **A. Generally**

ESG activities are subject to environmental review by the City under the environmental regulations in 24 CFR Part 58. The Grantee, or any contractor of the Grantee, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project or activity under this part, or commit or expend ESG or local funds for eligible activities under this part unless and until the City has performed an environmental review under 24 CFR part 58 and the Grantee has received City approval of the project.

The Grantee agrees to comply with all applicable environmental requirements insofar as they apply to the performance of this Agreement, including but not limited to the Clean Air Act, the Federal Water Pollution Control Act and the Flood Disaster Protection Act. If applicable, the Grantee also shall comply with the Historic Preservation requirements of the National Historic Preservation Act of 1966.

### **B. Lead-based paint remediation and disclosure**

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821–4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851–4856), and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to all shelters assisted under ESG and all housing occupied by program participants that were built before 1978.

C. Assignment of Responsibilities

By this Agreement, the Grantee will accept assignment from the City of all responsibilities set forth in Subpart K of 24 CFR 35.

D. Compliance with Subpart K

The purpose of Subpart K is to establish procedures to eliminate as far as practicable lead-based paint (“LBP”) hazards in a residential property that receives Federal assistance under certain HUD programs for acquisition, leasing, support services, or operation. In connection with the grant funds under this Agreement, the City requires that the Grantee comply and show evidence of compliance with all applicable subparts of 24 CFR 35, and especially, Subpart K (“LBP Regs”). The Grantee shall conduct the following activities for the dwelling unit, common areas servicing the dwelling unit, and the exterior surfaces of the building in which the dwelling unit is located:

- (1) A visual assessment of all painted surfaces in order to identify deteriorated paint;
- (2) Paint stabilization of each deteriorated paint surface, and clearance, in accordance with §§ 35.1330(a) and (b), before occupancy of a vacant dwelling unit or, where a unit is occupied, immediately after receipt of Federal assistance;
- (3) Ongoing lead-based paint maintenance activities into regular building operations, in accordance with § 35.1355(a), if the dwelling unit has a continuing, active financial relationship with a Federal housing assistance program, except that mortgage insurance or loan guarantees are not considered to constitute an active programmatic relationship for the purposes of this part; and
- (4) Notice to occupants in accordance with §§ 35.125(b)(1) and (c), describing the results of the clearance examination.

E. Notification of LBP Hazard

The Grantee shall provide to all occupants of housing:

- (1) In accordance with Section 35.130 of the LBP Regs - the LBP hazard information pamphlet. The pamphlet shall be the EPA/HUD/Consumer Product Safety Commission lead hazard information pamphlet or an EPA-approved equivalent.
- (2) In accordance with 24 CFR 35, Subpart A, all available information and knowledge regarding the presence of LBP and LBP hazards prior to leasing a housing unit.
- (3) In accordance with 24 CFR 35, Subpart A, notification in writing of the results of the presumption of LBP and/or LBP hazards, results of any lead hazard evaluation, and any lead hazard reduction work.

F. LBP Information Summary

For purposes of information only and in no respect intended to be a representation or warranty of the provisions of the LBP Regulations, the City has caused to be prepared an information summary relating to the LBP Regulations and Application to dwelling units that may be occupied by recipients of services and/or funding from the Grantee under this Agreement. City staff will cooperate with and be available to the Grantee to assist in implementation of compliance with the LBP Regs as to residential dwelling units to be assisted by the Grantee. The Parties acknowledge and agree the City shall not be liable or responsible for the accuracy of such summary, and the Grantee is directed to the LBP Regulations and implementing guidance published and provided by HUD relating to compliance with such LBP Regulations.

G. Exemptions

Section 35.115(a) provides exemptions from Subparts B through R. For example, lead-based paint requirements do not apply to housing assistance if the assistance lasts less than one hundred (100) days.

**X. CONFLICTS OF INTEREST**

The Grantee shall comply with 2 CFR § 200.112 with respect to the use of ESG funds to procure services, equipment, supplies, or other property. With respect to all other decisions involving the use of ESG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or Agreement with respect thereto, or the proceeds there under, either for himself or herself, or for those with who he or she has family or business ties, during his or her tenure or for one (1) year thereafter. The Grantee agrees to abide by the ESG Program's Conflict of Interest provisions as expressly detailed in 24 CFR § 576.404 regarding Organizational Conflicts of Interest and Personal Conflicts of Interest. All contractors of the Grantee must comply with the same requirements that apply to the Grantee under this section.

The Grantee may not, with respect to individuals or families occupying housing owned by the Grantee, or any parent or subsidiary of the Grantee, carry out the initial evaluation required under 24 CFR 576.401 or administer homelessness prevention assistance under 24 CFR 576.103

**XI. ASSIGNABILITY**

None of the duties of, or work to be performed by, the Grantee under this Agreement shall be subcontracted or assigned to any agency, consultant or person without the prior written consent of the City. The Grantee must submit all subcontracts and other Agreements that relate to this Agreement to the City. No subcontract or assignment shall terminate or alter the legal obligations of the Grantee pursuant to this Agreement.

**XII. EXCLUSIVITY OF AGREEMENT**

This Agreement supersedes any and all other Agreements, either oral or in writing, between the Parties hereto with respect to the use of the City's ESG funds by the Grantee and contains all the covenants and Agreements between the Parties with respect to such ESG Funds in any manner whatsoever.



Each Party to this Agreement acknowledges that no representations, inducements, promises or Agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other Agreement or amendment hereto shall be effective unless executed in writing and signed by both the City and the Grantee.

### **XIII. AMENDMENTS OR MODIFICATIONS**

The Grantee shall not obligate, encumber, spend, or otherwise utilize ESG funds for any activity or purpose not included or not in conformance with the budget as apportioned and as submitted to the City unless:

- (1) The Grantee has received explicit written approval from the City to undertake such actions, or
- (2) Budget changes may be made among approved program activities and among approved budget categories so long as the specific project activity has been approved, there is no change to the total grant amount, and the changes to the budget are documented.

Any program modification request by the Grantee must be requested at least forty-five (45) days prior to the end of the term of this Agreement. No modification to this Agreement shall be binding by either Party unless in writing and signed by both Parties.

In the event that the City approves any amendment to the funding allocation, the Grantee shall be notified in writing and such notification shall constitute an official amendment. The City may, at its discretion and upon provision of proper notice to the Grantee, amend this Agreement to conform to changes in Federal, State, and/or the City laws, regulations, guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement.

### **XIV. VIOLATION OF TERMS AND CONDITIONS**

#### **A. Events of Default.**

For purposes of this Section XIV, the word “Default” shall mean the failure of Grantee to perform any of Grantee’s duties or obligations or the breach by Grantee of any of the terms and conditions set forth in this Agreement. In addition, Grantee shall be deemed to be in Default upon Grantee’s

(i) application for, consent to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets, (ii) making a general assignment for the benefit of creditors, (iii) being adjudged bankrupt, (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing), or (v) suffering or permitting to continue unstayed and in effect for fifteen (15) consecutive days any attachment, levy, execution or seizure of all or a substantial portion of Grantee’s assets or of Grantee’s interests hereunder.

City shall not be deemed to be in Default in the performance of any obligation required to be performed by City hereunder unless and until City has failed to perform such obligation for a period of thirty (30) days after receipt of written notice from Grantee specifying in reasonable detail the nature and extent of any such failure; provided, however, that if the nature of City’s obligation is such that more than thirty (30) days are required for its performance, then City shall not be deemed to be in Default if City shall commence to cure such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

B. Institution of Legal Actions.

In addition to any other rights and remedies, and subject to the restrictions otherwise set forth in this Agreement, either Party may institute an action at law or in equity to seek the specific performance of the terms of this Agreement, to cure, correct or remedy any Default, to recover damages for any Default or to obtain any other remedy consistent with the purpose of this Agreement.

C. Rights and Remedies Are Cumulative.

Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other Party.

D. Inaction Not a Waiver of Default.

Any failures or delays by either Party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

E. Attorneys' Fees.

City and Grantee agree that in the event of litigation to enforce this Agreement or terms, provisions and conditions contained herein, to terminate this Agreement, or to collect damages for a Default hereunder, the prevailing Party shall be entitled to all costs and expenses, including reasonable attorneys' fees, incurred in connection with such litigation.

F. Immediate Termination for Grantee's Default.

In the event of any Default by Grantee, City may immediately terminate this Agreement. Such termination shall be effective immediately upon receipt by Grantee of written notice from City. In such event, Grantee shall have no further rights hereunder; City shall have all other rights and remedies as provided by law.

G. Termination Without Cause.

City may terminate this Agreement at any time without the necessity of cause or Default by Grantee by giving fifteen (15) days' notice in writing to Grantee. In such event, Grantee shall have no further rights hereunder, except that Grantee shall be paid for all Services rendered prior to receipt of notice of such termination.

H. Time for Performance.

Time is of the essence in the performance of this Agreement. Grantee shall perform and complete all of Grantee's services in a timely and expeditious manner. Grantee shall not be responsible for delays caused by circumstances beyond its reasonable control, provided that Grantee has delivered to the City written notice of the cause of any such delay within ten (10) days of the occurrence of such cause.

## **XV. CLOSE-OUT**

The Grantee agrees to comply with the closeout procedures detailed in 2 CFR 200.343, including the following:

- (1) Grantee must submit, no later than ninety (90) calendar days after the expiration of the term all financial, performance, and other reports as required by the terms and conditions of the Federal award;
- (2) Unless the City authorizes an extension, Grantee must liquidate all obligations incurred under the Federal award not later than ninety (90) calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award;
- (3) Grantee must promptly refund any balances of unobligated cash that the City paid in advance or paid and that is not authorized to be retained by Grantee for use in other projects (See 2 CFR 200.345);
- (4) Grantee must account for any real and personal property acquired with Federal funds or received from the Federal government in accordance with 2 CFR 200.310-200.316 and 200.329; and,
- (5) The City should complete all closeout actions for the Federal award no later than one year after receipt and acceptance of all required final reports.

## **XVI. VALIDITY AND SEVERABILITY**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

## **XVII. WAIVER**

No delay or omission by the city hereto to exercise any right or power accruing upon any non-compliance or default by the Grantee with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the Parties hereto of any of the covenants, conditions, or Agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or Agreement herein contained.

## **XVIII. AGREEMENT DOCUMENT, EXHIBITS, AND ATTACHMENTS**

All of the attachments and exhibits attached to this Agreement are deemed incorporated by reference. This document may be executed in three (3) counterparts, each of which shall be deemed an original. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective Parties to each of the terms of this Agreement, and shall indemnify the City fully, including reasonable costs and attorney's fees, for any injuries or damages to the City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

**IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE RESPECTIVE DATES SET FORTH BELOW.**

*(Remainder of page intentionally left blank; signatures on next page)*

**SIGNATURES**

**FOR: THE CITY OF LUBBOCK**

**FOR: SALVATION ARMY OF LUBBOCK,  
A GEORGIA CORPORATION**

\_\_\_\_\_  
**DANIEL M. POPE, MAYOR**

\_\_\_\_\_  
**Lt. Colonel Ronnie Raymer,  
Divisional Commander, DHQ**

\_\_\_\_\_  
**Peter Griffith, Board President**

FED. I.D. # 58-0660607

**ATTEST:**

\_\_\_\_\_  
Rebecca Garza, City Secretary

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Karen Murfee, Community Development Director

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kelli Leisure, Assistant City Attorney

## **EXHIBIT A**

**FY 2020 – 2021**

### **EMERGENCY SOLUTIONS GRANT (ESG)**

**GRANTEE -** Salvation Army of Lubbock, a Georgia Corporation  
**TERM -** June 1, 2021 – September 30, 2021  
**PROGRAM -** **Shelter Operations, Essential Services and Rapid Re-Housing**  
**20-21 ALLOCATION -** \$204,535.50  
**MATCH –** (100% of allocation) \$204,535.50

#### **PROGRAM DELIVERY-**

- Assist homeless individuals and families at or below 30% AMI
- Shelter services provided at 1614 Ave. J, Lubbock, TX 79401
- Provide emergency shelter & essential services for men, women, children, and transitional living. Salvation Army also provides Rapid Re-Housing through TX BoS Coordinated Entry.

**LEVEL OF ACCOMPLISHMENT -** In addition to the normal administrative services required as part of this Agreement, the Grantee agrees to provide the following levels of program services in its performance of the Program.

<b><u>Activity</u></b>	<b><u>Timeline</u></b>	<b><u>Accomplishments</u></b>
ESG	June 1, 2021 – September 30, 2021	1,200 Unduplicated Individuals

*Monthly Reports and Reimbursement Request are due by the 10<sup>th</sup> of each month. Year End and Outcome Report due no later than October 10, 2021.*

#### **BUDGET -**

<b><u>Line Item</u></b>	<b><u>Funding Year</u></b>	<b><u>Amount</u></b>
Emergency Shelter Operations/Essential Services	2020 - 2021	\$83,400.00
Carry-over Rapid Re-Housing	2019 - 2020	\$37,735.50
Rapid Re-Housing	<u>2020 – 2021</u>	<u>\$83,400.00</u>
	<b>TOTAL:</b>	<b>\$204,535.50</b>

#### **CONTACT INFORMATION**

Communication and details concerning this Agreement shall be directed to the following:

**For the City:**

Community Development  
1708 Crickets Ave.  
P.O. Box 2000  
Lubbock, TX 79457  
(806) 775-2296

**For the Grantee:**

Salvation Army of Lubbock  
Erica Hitt, Social Services Director  
1111 16<sup>th</sup> St  
Lubbock, TX 79401  
(806) 765-9434





## Regular City Council Meeting

6. 22.

Meeting Date: 06/22/2021

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### Information

#### Agenda Item

**Resolution - Police:** Consider a resolution authorizing the Mayor, on behalf of the City of Lubbock and its Police Department, to execute an Interlocal Cooperation Agreement, and all related documents, with the Lubbock Regional MHMR Center DBA StarCare Specialty Health System, for the creation of the Lubbock Community Crisis Intervention Team (LCCIT).

#### Item Summary

The Interlocal Cooperation Agreement between the City of Lubbock Police Department (LPD) and StarCare Specialty Health System, will be used to establish a community-based initiative of experienced professionals to engage individuals experiencing crises related to behavioral health. The LPD will provide law enforcement services, and StarCare will provide qualified mental health professional services. This purpose of this partnership is to:

1. Provide the Lubbock Community more appropriate behavioral health population-based needs assessments, by leveraging community resources, partnerships and collaborations;
2. Allow LPD and StarCare to work together to integrate emergency behavioral health screening and evaluation in the field;
3. Allow for data analysis for impact/efficacy of the pilot program in the City of Lubbock, utilizing reports; and
4. Help disengage emergency responders from behavioral health calls so that such limited resources can be made available to respond to high priority calls.

The agreement will be in effect from June 1, 2021, through August 31, 2022.

#### Fiscal Impact

None

#### Staff/Board Recommending

Floyd Mitchell, Chief of Police

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### Attachments

MOU-LPDStar Care (c)- RESOLUTION

MOU-LPDStar Care (c)- CONTRACT

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**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock and its Police Department, an Interlocal Cooperation Agreement between the City of Lubbock, Texas and Lubbock Regional MHMR Center DBA StarCare Specialty Health System for the creation of a Community Crisis Intervention Team (LCCIT), and related documents. Said Interlocal Cooperation 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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
DANIEL M. POPE, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Floyd Mitchell, Chief of Police

APPROVED AS TO FORM:

  
\_\_\_\_\_  
John C. Grace, Assistant City Attorney

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**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
THE CITY OF LUBBOCK, TEXAS, AND  
LUBBOCK REGIONAL MHMR CENTER DBA  
STARCARE SPECIALTY HEALTH SYSTEM**

This agreement is made the **23<sup>rd</sup>** day of **June, 2021**, by and between **the City of Lubbock, Texas** ("City"), a municipality incorporated under the laws of the State of Texas, and **Lubbock Regional MHMR Center DBA StarCare Specialty Health System** ("StarCare"), a community mental health center and a governmental unit of the State of Texas under the Texas Health and Safety Code Chapter 534.00(c)(2) as amended, for purposes of establishing and maintaining the terms under which the Parties shall provide each other with services as follows:

WHEREAS, the City of Lubbock and StarCare desire to create a community-based initiative of experienced professionals to engage individuals experiencing crises related to behavioral health in the territorial limits of the City of Lubbock; and,

WHEREAS, the City of Lubbock agrees to provide law enforcement services by assigning professionals from its Police Department; and,

WHEREAS, StarCare agrees to provide Qualified Mental Health Professional services; and,

WHEREAS, the City of Lubbock and StarCare desire to create a Community Crisis Intervention Team (Lubbock Community Crisis Intervention Team-"LCCIT"), which is a community-based initiative to engage individuals experiencing a crisis related to behavioral health for the purpose of offering outreach and follow up services for the individuals; and,

WHEREAS, the City of Lubbock and StarCare desire to set forth in the Interlocal Cooperation Agreement the specific terms and conditions of the services to be performed and provided by the assigned professionals from both the City of Lubbock and StarCare.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

**1. TERMS OF AGREEMENT.**

This Agreement will be effective as to each Party on June 23, 2021, and shall continue in force and remain binding on each Party until August 31, 2022. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term unless either Party terminates its participation in writing with sixty (60) days written notice.

**2. FAILURE TO ADAPT CLAUSE.**

Either party may notify the other party in cases of perceived misconduct or poor performance of program staff. At any time, either party may request the other party reassign or remove staff from the LCCIT. Parties will consider the request and collaborate with the other party for resolution; provided that the final decision regarding staff assignment or retention remains with the staff member's organization.

### **3. GOALS AND OBJECTIVES.**

- 3.1 It is understood and agreed that the Parties share the following goals and objectives with regard to the Crisis Response Team:
- a. The LCCIT will be comprised of one City Police Officer and one StarCare Mental Health Provider;
  - b. The LCCIT will respond to behavioral health crisis calls together and will perform outreach and follow up services to individuals known to the team for the purpose of engagement.
  - c. The LCCIT is a community-based initiative that engages individuals experiencing a crisis related to behavioral health for the purpose of offering outreach and follow up services for the individuals.
  - d. The team will co-locate and office at the Lubbock Police Department, working primarily as a mobile response unit.

### **4. CITY RESPONSIBILITIES.** The City will:

- 4.1 Assign Primary, Secondary and Alternate Police staff who possess the willingness and capacity to work together in a joint operational nature to serve on the LCCIT.
- 4.2 Ensure all peace officers assigned to work on the LCCIT have advanced Mental Health training by the Texas Commission on Law Enforcement (TCOLE)
- 4.3 Assign the Police officers on the LCCIT and be solely responsible for all conditions of employment including salary, benefits, scheduling and discipline in accordance with City and Departmental policies and procedures, and state law.
- 4.4 Coordinate with StarCare for costs not fully provided by the City and assist with data, and assistance in seeking grants if needed for future LCCIT costs such as personnel, supplies, equipment, and operating expenses related to this Agreement.
- 4.5 Provide Criminal Justice Information Services Division (CJIS) training to StarCare staff in relation to the protection and information sharing policies and protocols of citizens' protected information.
- 4.6 Monitor the effectiveness of the LCCIT by sharing data related to LCCIT responses to 911 calls regarding behavioral health crises.
- 4.7 Coordinate with StarCare to assist in developing, evaluating, and monitoring the LCCIT operating policy, and work with StarCare in a joint operational nature to maintain its effectiveness.

### **5. STARCARE RESPONSIBILITIES.** StarCare will:

- 5.1 Assign the Crisis Specialist (Qualified Mental Health Professional) staff on the LCCIT and be solely responsible for all conditions of employment including salary, benefits, scheduling and discipline in accordance with Center policies and procedures.
- 5.2 Provide at no cost to the City, training for LCCIT staff including Mental Health First Aid for First Responders.
- 5.3 Serve as the fiscal agent for grant, fundraised or donated funds given to support the work of the LCCIT and provide regular financial balance reports (for grant/funds raised for LCCIT) to the West Texas Mental Health Collaborative Emergency Detention Workgroup and Chief of Police.
- 5.4 StarCare staff will be required to wear a ballistic vest while riding in patrol vehicles or responding to calls under this agreement.

## **6. BUDGET.**

- 6.1 Each year the LCCIT will formulate a budget for operational expenses. Each entity agrees to cover the salary and benefits cost for its LCCIT staff.
- 6.2 The City agrees to cover the cost for the LCCIT's vehicle and necessary equipment, fuel, maintenance and insurance costs.
- 6.3 At the conclusion of this Agreement, all equipment or furnishings purchased by the City or StarCare related to this Agreement, shall become the property of the purchasing entity. This provision does not limit the right of the parties to agree otherwise in writing at the time of purchase.
- 6.4 The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any of the Parties fail to approve a budget which includes sufficient funds for the continuance of this Agreement, or should the governing body of any of the Parties fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall terminate as to that Party and the Party shall then have no further obligation to the any other Party. When the funds budgeted or certified during any fiscal year by a Party to discharge its obligations under this Agreement are expended, any other Party's sole and exclusive remedy shall be to terminate this Agreement. If this agreement is between governmental entities, as defined by Chapter 791 of the Texas Government Code, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party

## **7. INSURANCE.**

- 7.1 The City of Lubbock is self-insured. The City will carry the appropriate general liability, law enforcement liability and workers compensation coverage
- 7.2 StarCare is a member of the Texas Council Risk Management Fund. StarCare should carry the appropriate liability, professional liability (malpractice liability) and workers compensation coverage
- 7.3 No Waiver of Immunity. To the extent permitted by law, and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with their own actions, and the actions of personnel in providing assistance rendered or performed pursuant to the terms and conditions of the Agreement. Each Party agrees to obtain general liability, public officials' liability and law enforcement liability, if applicable, or maintain a comparable self-insurance program.
- 7.4 No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provisions. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.
- 7.5 Indemnification. The parties expressly acknowledge that their authority to indemnify and/or hold harmless another party is governed by Article XI, Section 7 of the Texas Constitution and any provision which purports to require one governmental entity to indemnify another party, including another governmental entity, is invalid

## **8. COMPLIANCE WITH ALL LAWS.**

- 8.1 This Agreement is subject to all present and future valid laws, orders, rules and ordinances and/or regulations of the United States of America, the State of Texas, and



the Parties, and any other regulatory body having jurisdiction. This Agreement shall be construed and governed according to the laws of the State of Texas.

- 8.2 Regarding Confidentiality, the purpose for the sharing of information amongst LCCIT members and related first responder personnel is appropriate when the situation involves: a crisis, a community safety issue, and/or is deemed necessary in order to provide continuity of care.

## **9. CONFIDENTIALITY OF CRIMINAL JUSTICE RECORDS AND PROTECTED HEALTH INFORMATION**

### **9.1 Confidentiality of Criminal Justice Records and of Protected Health Information of Covered Individuals Served by this Agreement.**

- a. The Parties agree and acknowledge that in receiving, storing, processing, or otherwise dealing with individuals' information, if any, accessed or generated during services provided in connection with this Agreement, that it is bound by the provisions of laws, statutes, and regulations protecting the confidentiality of that information.
- b. The Parties agrees and acknowledges that in receiving, storing, processing or otherwise dealing with information, if any, pertaining to or about a person with respect to alcohol or drug abuse, it is bound by the provisions of 42 C.F.R. Part 2 and Drug Abuse and Treatment Act of 1972, relating to drug abuse.
- c. The Parties agree and acknowledge that in receiving, storing, processing or otherwise dealing with criminal justice information, if any, including criminal history records pertaining to or about a person encountered in connection with LCCIT activities, they are bound by the confidentiality provisions of state and federal law, including those contained in the Texas Code of Criminal Procedure
- d. The Parties agrees to follow, undertake, or institute appropriate procedures of safeguarding an individual's information obtained in the course of responding to calls for service, if any, with particular reference to client identifying information. The term "client identifying information" includes, but is not limited to, a client's criminal history, medical record, graphs, or charts; statements made by the client, either orally or in writing, while receiving services; photographs, videotapes, etc., and any acknowledgment that a person is or has been a client of the facility, center, or other designated Contractor.

### **9.2 Protected Health Information**

- a. The City must maintain the confidentiality of information received during the performance of this Agreement, including Protected Health Information (PHI) and any other information that discloses confidential personal information or identifies any individual served under this Agreement, in accordance with applicable federal and state laws and DSHS and DADS rules, including but not limited to 42 CFR Part 2; 45 CFR Parts 160 and 164; Occupations Code, Chapter 159; HSC, Chapter 85; HSC, Chapters 595 and 611; and Title 25, TAC, Chapter 414, Subchapter A.



- b. The City may only receive and disclose individually identifiable PHI, as defined in 45 CFR §164.501, to carry out City duties relating to treatment, payment or health care operations, as defined in 45 CFR §164.501, and as required under this Agreement. When using or disclosing PHI or when requesting PHI from another entity, the City must make reasonable efforts to limit the PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure or request. The City agrees to comply with all applicable HIPPA regulations.

**10. NO JOINT ENTERPRISE**

- 10.1 This agreement is not intended to, and shall not be construed to create, any joint enterprise between the parties.

**11. SEVERABILITY**

- 11.1 If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end, the provisions of this Agreement are severable.

**12. BREACH OF OBLIGATION**

- 12.1 This Agreement contains in its entirety all of the performance to be rendered under it. Breach of any obligation to be performed by any party shall constitute a breach of the entire agreement and shall give the other parties the right to terminate the agreement.

**13. VENUE**

- 13.1 This agreement shall be governed by and construed in accordance with the law of the State of Texas. Venue for dispute under this agreement shall lie in Lubbock County, Texas.

StarCare Specialty Health System



Beth Lawson, CEO

StarCare Specialty Health System

City of Lubbock

Daniel Pope, Mayor

City of Lubbock, Texas

ATTEST:

Becky Garza, City Secretary

APPROVED AS TO CONTENT:



Floyd Mitchell, Chief of Police

APPROVED AS TO FORM:

John C. Grace, Assistant City Attorney

## **Training Requirements**

The following topics are covered with in CIT40 (TCOLE 1850):

- Developing a Basic Understanding of CIT
- Defining and Discussing the Meaning and Implications of Crisis
- Increasing Awareness of Mental Illness and Associated Adversity
- Mental Health Conditions Most Commonly Encountered by Law Enforcement Officers
- Effective Communication Skills to Aid in Working with a Possible Mental Health Crisis
- Deinstitutionalization, Crime and Homelessness as they Relate to Mental Health Issues
- Legal Considerations for a Police Officer Intervening During a Mental Health Crisis
- Jail Diversion Programs and Alternative Options
- Accessing Mental Health Resources in Your Area
- Law Enforcement Mental Wellness and Practical Application

StarCare required trainings

- Human Rights
- Compliance
- Health Insurance Portability and Accountability Act (HIPPA)
- Mental Health First Aid (MHFA)

Background check and Miscellaneous forms

- Criminal History Inquiry through NCIC/TCIC
  - NCIC Interstate Identification Index Record Request
  - Fingerprints
  - Name file entries with the City of Lubbock
  - Want and Warrant check
  - Each team member from StarCare that participates in the LCCIT will sign a Waiver of Liability and Hold Harmless Agreement for Lubbock Police Department's Ride-Along Program.
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## Regular City Council Meeting

6. 23.

Meeting Date: 06/22/2021

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### Information

#### Agenda Item

**Resolution - City Secretary:** Consider a resolution authorizing the Mayor to execute Professional Services Agreement 15708, with Bickerstaff Heath Delgado Acosta LLP, for Redistricting Services, for and on behalf of the City of Lubbock, Lubbock County, and Lubbock Independent School District.

#### Item Summary

This is a professional services agreement for redistricting services, for and on behalf of the City of Lubbock, Lubbock County, and the Lubbock Independent School District (LISD). The various voting districts of each of these parties often share boundaries of the voting districts of the other. For those reasons, the three parties found it advantageous and cost effective to cooperate in conducting the redistricting activities, including the selection of any required qualified expert consultant.. An Interlocal Agreement, by and between the City of Lubbock, Lubbock County, and LISD, was approved by the City Council on March 23, 2021, Resolution No. 2021-R0111.

The City, County, and LISD are required to comply with federal law, in particular the Voting Rights Act of 1965 (52 U.S.C. Sec. 10301 et seq.), in determining the boundaries of the geographical areas of voters that are represented by a seat or position in each party's respective legislative bodies ("Voting Districts"), and the boundaries of each voting precinct within such Voting Districts.

Every 10 years, upon the completion of the United States Census process, redistricting activities are required. Redistricting activities often require each party to hire an expert consultant to determine the number and make-up of the voters in each Voting District, to acquire any needed public input, and to analyze resulting data acquired to best determine the boundaries of the Voting Districts, in order to comply with federal law.

#### Fiscal Impact

The agreement is for \$114,810 (not to exceed) and is paid by the City, County, and LISD. (\$36,930 from the City of Lubbock; \$40,950 from Lubbock County; and \$36,930 from LISD)

#### Staff/Board Recommending

Rebecca Garza, City Secretary

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### Attachments

Resolution-Redistricting Services  
Redistricting Services Agreement

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**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Professional Services Agreement Contract No. 15708 for Redistricting Services for and on behalf of the City of Lubbock, Lubbock County, and Lubbock Independent School District, by and between the City of Lubbock and Bickerstaff Heath Delgado Acosta LLP, 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 \_\_\_\_\_.

\_\_\_\_\_  
DANIEL M. POPE, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Amy L. Sims, Deputy City Attorney

## **PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement (“Agreement”) Contract No.15708 is entered into Bickerstaff Heath Delgado Acosta LLP (the” Consultant”), a Texas limited liability partnership, and the political subdivisions of the State of Texas, consisting of the City of Lubbock (the “City), Lubbock County (the “County”) and Lubbock Independent School District (the “LISD”) hereafter referred to collectively as the “Political Subdivisions”.

### **WITNESSETH**

**WHEREAS**, the City desires to contract with the Consultant to provide professional services for Redistricting Services for and on behalf of the Political Subdivisions (the “Activities”) as awarded in RFQ 21-15708-MA; and

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

**WHEREAS**, the City desires to contract with the Consultant to provide professional services related to the Activities, and Consultant desires to provide the Services related to same;

**NOW THEREFORE**, for and in consideration of the terms, covenants and conditions set forth in this Agreement, the City, for itself and on behalf of the other Political Subdivisions, and the Consultant hereby agree as follows:

### **ARTICLE I. TERM**

The initial term of this Agreement commences on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 and continues without interruption until the Activities are complete.

Per RFQ 21-15708-MA (Exhibit “B”), Consultant must represent the County in odd years from 2023-2029 to update voting precincts as needed. The County must obtain a Scope of Work and current pricing from the Consultant in each odd numbered year as needed.

## **ARTICLE II. SERVICES AND COMPENSATION**

A. The Consultant shall conduct all activities, and within such timeframes, as set forth in the Consultants response to RFQ 21-15708-MA, attached hereto as Exhibit "C" (the "Services"), or as otherwise agreed.

B. The Consultant shall receive as consideration to be paid for the performance of the Services identified in the Political Subdivisions' respective estimated budgets, in an amount not to exceed \$114,810.00, as set forth in Exhibit "A". Each of those estimated budgets provides for a limited number of plans to be developed, meetings and public meetings to be held, and of other related services; increases in the number of plans, meetings, public meetings, or other services would increase the total price. Reconfigurations of County election precincts in subsequent years is not included in the estimated budget for the County.

## **ARTICLE III. TERMINATION**

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

B. Termination and Remedies. In the event the Consultant breaches any term and/or provision of this Agreement, the City shall be entitled to exercise any right or remedy available to it by this Agreement, at law, equity, or otherwise, including without limitation, termination of this Agreement and assertion of an action for damages and/or injunctive relief. The exercise of any right or remedy shall not preclude the concurrent or subsequent exercise of any right or remedy and all rights and remedies shall be cumulative.

C. Termination by Consultant. The Consultant may terminate this Agreement as to any one or more of the Political Subdivisions upon thirty (30) days' written notice for failure of the applicable Political Subdivision to timely pay any invoice for Services; or for a Political Subdivision's refusal to accept the Consultant's legal advice regarding the Services.

## **ARTICLE IV. NON - ARBITRATION**

The Political Subdivisions reserves the right to exercise any right or remedy available to them 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 Political Subdivisions shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this Agreement, this provision shall control.

## **ARTICLE V. REPRESENTATIONS AND WARRANTIES**

A. Existence. The Consultant is a limited liability partnership duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

B. Corporate Power. The Consultant has the legal power and authority to enter into and perform this Agreement and all other activities contemplated hereby.

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

D. Consultant. The Consultant maintains a professional staff and employs, as needed, other qualified specialists experienced in providing the Services, and is familiar with all laws, rules, and regulations, both state and federal, including, without limitation the applicable laws, regarding the Activities contemplated hereby.

E. Performance. The Consultant will and shall conduct all activities contemplated by this Agreement in accordance with the standard of care, skill and diligence normally provided by a professional person in performance of similar professional services, and comply with all applicable laws, rules, and regulations, both state and federal, relating to professional services, as contemplated hereby.

F. Use of Copyrighted Material. The Consultant warrants that any materials provided by the Consultant for use by the Political Subdivisions pursuant to this Agreement shall not contain any proprietary material owned by any third party that is protected under the Copyright Act or any other law, statute, rule, order, regulation, ordinance or contractual obligation relating to the use or reproduction of materials; or that Consultant has consent or other authorization to use and provide such third-party materials. The Consultant shall be solely responsible for ensuring that any materials provided by the Consultant pursuant to this Agreement satisfy this requirement and the Consultant agrees to indemnify

and hold the Political Subdivisions harmless from all liability or loss caused to the Political Subdivisions or to which the Political Subdivisions are exposed on account of the Consultant's failure to perform this duty; except, however, if the Political Subdivisions (or any one or more of them) violate any limitations on use or dissemination stated by Consultant.

#### **ARTICLE VI. SCOPE OF WORK**

The Consultant shall accomplish the following: Professional Services related to the Services, as provided in Exhibit "A-C", attached hereto and made a part hereof for each Political Subdivision

#### **ARTICLE VII. INDEPENDENT CONTRACTOR STATUS**

The Consultant and the Political Subdivisions agree that the Consultant shall perform the duties under this Agreement as an independent contractor and shall be considered as independent contractor under this Agreement and/or in its activities hereunder for all purposes. The Consultant has the sole discretion to determine the manner in which the Services are to be performed. During the performance of the Services under this Agreement, the Consultant and the Consultant's employees and/or sub-consultants, will not be considered, for any purpose, employees or agents of the Political Subdivisions within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

#### **ARTICLE VIII. INSURANCE**

The Consultant shall procure and carry, at its sole cost and expense through the life of this Agreement, except as otherwise provided herein, insurance protection as hereinafter specified, in form and substance satisfactory to the Political Subdivisions, carried with an insurance company authorized to transact business in the state of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein. The Consultant shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or sub-consultant of the Consultant to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability and automobile liability coverage for non-owned and hired vehicles with insurance carriers admitted to do business in the state of Texas. The insurance companies must carry a Best's Rating of A-VII or better. Except for Professional Liability, the policies will be written on an occurrence basis, subject to the following minimum limits of liability:

**Commercial General Liability:**

Per Occurrence Single Limit: \$1,000,000

General Aggregate Limit: \$2,000,000

**Professional Liability:**

Combined Single Limit: \$2,000,000

**Automobile Liability:**

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

**Employer's Liability:**

Per Occurrence Single Limit: \$1,000,000

**Worker's Compensation**

Per Occurrence Single Limit: \$500,000

The Consultant shall further cause any approved subcontractor or sub-consultant to procure and carry, during the term of this Agreement, the insurance coverage required of Consultant herein, including without limitation, Professional Liability coverage, protecting the Political Subdivisions against losses caused by the professional negligence of the approved subcontractor or sub-consultant. The Political Subdivisions shall be listed as a primary and noncontributory additional insured with respect to the Automobile Liability and Commercial General Liability and shall be granted a waiver of subrogation under those policies. The Consultant shall provide a Certificate of Insurance to the Political Subdivisions as evidence of coverage.

The Certificate shall provide 30 day's notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy shall be included in the Certificate. The Consultant shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, the Consultant shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Consultant maintains said coverage. The Consultant may maintain Occupational Accident and Disability Insurance in lieu of Worker's Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the Political Subdivisions. If at any time during the life of the Agreement or any extension hereof, the Consultant fails to maintain the required insurance in full force and effect, the Consultant shall be in breach hereof and all work under the Agreement shall be discontinued immediately.

Notwithstanding anything contained herein to the contrary, the professional liability policy shall be maintained at the Consultant's sole cost and expense. The retroactive date shall be no later than the commencement of the performance of this Agreement and the discovery period (possibly through tail

coverage) shall be no less than 10 years after the completion of the Services provided for in this Agreement. The provisions of this Article VIII shall survive the termination or expiration of this Agreement.

#### **ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS**

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

The Consultant represents that such services are either under applicable value thresholds or are otherwise exempt from notice and/or bid requirements under Texas Law.

#### **ARTICLE X. CONFIDENTIALITY**

The Consultant shall retain all information received from or concerning the Political Subdivisions and the Political Subdivisions' business in strictest confidence and shall not reveal such information to third parties without prior written consent of the Political Subdivisions, unless otherwise required by law, except for information deemed public under the Texas Public Information Act.

#### **ARTICLE XI. INDEMNITY**

THE CONSULTANT SHALL INDEMNIFY AND SAVE HARMLESS THE POLITICAL SUBDIVISIONS AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT PROXIMATELY CAUSED BY THE NEGLIGENT ACTS OF THE CONSULTANT, ITS AGENTS,

EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS AGREEMENT AND/OR THE USE OR OCCUPATION OF POLITICAL SUBDIVISIONS OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

TO THE EXTENT PERMITTED BY LAW, THE POLITICAL SUBDIVISIONS (OR THE APPLICABLE POLITICAL SUBDIVISION(S)) SHALL INDEMNIFY AND SAVE HARMLESS THE CONSULTANT AND ITS OFFICERS, AGENTS, EMPLOYEES, AND SUB-CONSULTANTS FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR: (A) INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT PROXIMATELY CAUSED BY THE NEGLIGENT ACTS OF THE CONSULTANT, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS AGREEMENT AND/OR THE USE OR OCCUPATION OF POLITICAL SUBDIVISIONS OWNED PROPERTY; AND (B) ANY CLAIM BY A THIRD PARTY OF INFRINGEMENT OF THE THIRD PARTY'S INTELLECTUAL PROPERTY OR PROPRIETARY INFORMATION BASED IN WHOLE OR PART ON ASSERTIONS OF UNAUTHORIZED USE, DISSEMINATION, OR OTHER INFRINGEMENT ("INFRINGING USE") BY THE RESPECTIVE POLITICAL SUBDIVISION(S), WHERE THE POLITICAL SUBDIVISION WAS INFORMED BY CONSULTANT THAT SUCH INFRINGING USE WAS PROSCRIBED.

#### **ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS**

The Consultant shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to the activities under this Agreement, and any amendments thereto.

#### **ARTICLE XIII. NOTICE**

A. General. Whenever notice from the Consultant to the Political Subdivisions or the Political Subdivisions to the Consultant is required or permitted by this Agreement and no other method of notice is provided, such notice shall be given by (1) actual delivery of the written notice to the other party by hand (in which case such notice shall be effective upon delivery); (2) facsimile (in which case such notice

shall be effective upon delivery); or (3) by depositing the written notice in the United States mail, properly addressed to the other party at the address provided in this article, registered or certified mail, return receipt requested, in which case such notice shall be effective on the third business day after such notice is so deposited.

B. Consultant's Address. The Consultant's address and numbers for the purposes of notice are:

Bickerstaff, Heath, Delgado, Acosta, LLP.

ATTN:David Méndez  
3711 S. MoPac Expressway  
Building One, Suite 300  
Austin, TX 78746  
Telephone: 512-472-8021

C. Political Subdivisions' Address. The Political Subdivisions' address and numbers for the purposes of notice are:

City of Lubbock  
Attn: Becky Garza  
P.O. Box 2000  
1314 Avenue K  
Lubbock, Texas 79457  
Email:[bgarza@mylubbock.us](mailto:bgarza@mylubbock.us)  
Telephone: 806-775-2061

Lubbock County  
Attn: Curtis Parrish  
P.O. Box 10536  
916 Main Street  
Lubbock, TX 79408  
Email:[cparrish@lubbockcounty.gov](mailto:cparrish@lubbockcounty.gov)  
Telephone: 806-775-1687

Lubbock ISD  
Attn: Sheri Dahl  
1628 19<sup>th</sup> Street  
Lubbock, TX 79401  
Email:[sherri.dahl@lubbockisd.org](mailto:sherri.dahl@lubbockisd.org)  
Telephone: 806-219-0233

D. Change of Address. Either party may change its address or numbers for purposes of notice by giving written notice to the other party as provided herein, referring specifically to this Agreement, and setting forth such new address or numbers. The address or numbers shall become effective on the 15th day after such notice is effective.

#### **ARTICLE XIV. POLITICAL SUBDIVISIONS-PROVIDED DATA AND RESPONSIBILITIES**

Provision of Data. The Political Subdivisions shall furnish the Consultant non-confidential studies, reports and other available data in the possession of the Political Subdivisions pertinent to the Consultant's Services (the "Provided Data"). The Consultant shall be entitled to use and rely, so long as such reliance is reasonable, upon all such Provided Data.



## **ARTICLE XV. MISCELLANEOUS**

A. Captions. The captions for the articles and sections in this Agreement are inserted in this Agreement strictly for the parties' convenience in identifying the provisions to this Agreement and shall not be given any effect in construing this Agreement.

B. Records. The Consultant shall maintain records that are necessary to substantiate the services provided by the Consultant.

D. Assignability. The Consultant may not assign this Agreement without the prior written approval of the City.

E. Successor and Assigns. This Agreement binds and inures to the benefit of the Political Subdivisions and the Consultant, and in the case of the Political Subdivisions, its respective successors, legal representatives, and assigns, and in the case of the Consultant, its permitted successors and assigns.

F. Construction and Venue.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT IS PERFORMABLE IN PART IN LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

G. Severability. If any provision of this Agreement is ever held to be invalid or ineffective by any court of competent jurisdiction with respect to any person or circumstance, the remainder of this Agreement and the application of such provision to persons and/or circumstances other than those with respect to which it is held invalid or ineffective shall not be affected thereby.

H. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless such amendment, modification, or alteration is in writing, dated subsequent to this Agreement, and duly authorized and executed by the Consultant and the City.

I. Entire Agreement. This Agreement, including Exhibits "A" through "C" attached hereto, contains the entire agreement between the City and the Consultant, and there are no other written or oral

promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

J. No Joint Enterprise. Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between the Consultant and the Political Subdivisions.

K. Documents Owned by Political Subdivisions. Any and all physical documents, drawings and specifications prepared by Consultant as part of the Services hereunder, shall become the property of the Political Subdivisions when the Consultant has been compensated as set forth in Article II, above. The Consultant shall make copies of any and all work products for its files. No copyrights or other rights in or to the work product of Consultant are transferred by this Agreement; provided, that the applicable Political Subdivision shall have the right to use in the ordinary course of its business, including reproducing and disseminating, all work product of Consultant provided by Consultant to the Political Subdivision.

L. Notice of Waiver. A waiver by either a Political Subdivision or the Consultant of a breach of this Agreement must be in writing and duly authorized to be effective. In the event either party shall execute and deliver such waiver, such waiver shall not affect the waiving party's rights with respect to any other or subsequent breach.

M. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than the Political Subdivisions and the Consultant.

N. Non-Appropriation. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first (the "Non-Appropriation Date"); and Consultant shall have no further obligation or liability under the Agreement; provided, that payment for services provided in whole or party by Consultant prior to termination shall be promptly paid, subject to limits of the remaining current appropriation. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Consultant on thirty (30) days prior written notice,.

O. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization.

P. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

Q. Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

**EXECUTED by each Parties on the dates indicted below.**

**CITY OF LUBBOCK**

\_\_\_\_\_  
DANIEL M. POPE, MAYOR

**DATE:** \_\_\_\_\_

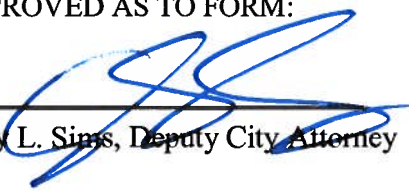
**ATTEST:**

\_\_\_\_\_  
Rebecca Garza, City Secretary

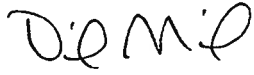
APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Amy L. Sims, Deputy City Attorney

BICKERSTAFF, HEATH, DELGADO, ACOSTA LLP

By: 

\_\_\_\_\_  
[Firm Signature]

DATE: \_\_\_\_\_

# Proposed City of Lubbock 2021 Redistricting Budget

Exhibit A

	Partner \$450	Atty \$300	Senior GIS \$230	GIS \$180	Para \$180	Flat fee	Reimbursable Expenses
<b>I. PRELIMINARY WORK</b>							
Initial schedule planning							
Gather data and input benchmark							
Geocode incumbents							
Identify and begin other Census-related tasks							
<b>II. INITIAL ASSESSMENT</b>							
Preparation of initial assessment (flat fee)						\$4,500.00	
<b>III. CONSULT WITH CLIENT AND DEVELOP AND ADOPT CRITERIA</b>							
Initial consultation with City Council	8	3	5	8	1		
Notice of public meeting (criteria)/translate	0	1	0	0	2		\$50.00
Geocode locations (polling places, and facilities)	0	0	3	5	2		
Draft resolution on criteria & process	1	2	0	0	2		
ADVICE/CONSULTATION Total Hours	9	6	8	13	7		
ADVICE/CONSULTATION Total Cost	\$4,050	\$1,800	\$1,840	\$2,340	\$1,260		
<b>IV. DEVELOP REDISTRICTING PLANS</b>							
Build first Illustrative Plan for City Council Districts	4	7	5	9	2		
Revise Illustrative Plan for City Council Districts	3	5	5	9	2		
DEVELOP REDISTRICTING PLANS Total Hours	7	12	10	18	4		
DEVELOP REDISTRICTING PLANS Total Cost	\$3,150	\$3,600	\$2,300	\$3,240	\$720		
<b>V. PUBLIC HEARINGS AND ADOPTION OF PLAN</b>							
Prepare for and conduct public hearing/adoption of final plan	3	5	3	6	2		
Translate hearing notices/submission notice into Spanish	0	0	0	0	2		\$200.00
Large format maps for posting at public hearings (\$50.00 x 2 maps)							\$100.00
PUBLIC HEARINGS AND ADOPTION OF PLAN Total Hours	3	5	3	6	4		
PUBLIC HEARINGS AND ADOPTION OF PLAN Total Cost	\$1,350	\$1,500	\$690	\$1,080	\$720		
<b>VI. REQUIRED DISSEMINATION OF REDISTRICTING PLANS</b>							
Maps/demographic information to City	0	0	0	2	1		
Submit adopted redistricting plan to County Elections' Department	0	0	1	2	1		
Send digital mapping files as client directs	0	0	1	1	1		
Prepare any additionally requested maps	0	0	0	2	1		
DISSEMINATION OF PLANS Total Hours	0	0	2	7	4		
DISSEMINATION OF PLANS Total Cost	\$0	\$0	\$460	\$1,260	\$720		
Total Attorney Hours	42						
Total GIS Hours	67						
Total Paralegal Hours	19						
GRAND TOTALS	\$8,550	\$6,900	\$5,290	\$7,920	\$3,420	\$4,500.00	\$350.00
TOTAL FOR ALL		\$36,930					
TOTAL HOURS		128					

\* Hours allocated to plans are for districts that follow existing Census geography.  
This budget includes one City Council District plan with revisions.

## Proposed Lubbock ISD 2021 Redistricting Budget

	Partner	Atty	Senior GIS	GIS	Para	Flat fee	Reimbursable Expenses
	\$450	\$300	\$230	\$180	\$180		
<b>I. PRELIMINARY WORK</b>							
Initial schedule planning							
Gather data and input benchmark							
Geocode incumbents							
Identify and begin other Census-related tasks							
<b>II. INITIAL ASSESSMENT</b>							
Preparation of initial assessment (flat fee)						\$4,500.00	
<b>III. CONSULT WITH CLIENT AND DEVELOP AND ADOPT</b>							
CRITERIA Initial consultation with School Board	8	3	5	8	1		
Notice of public meeting (criteria)/translate	0	1	0	0	2		\$50.00
Geocode locations (polling places, and facilities)	0	0	3	5	2		
Draft resolution on criteria & process	1	2	0	0	2		
ADVICE/CONSULTATION Total Hours	9	6	8	13	7		
ADVICE/CONSULTATION Total Cost	\$4,050	\$1,800	\$1,840	\$2,340	\$1,260		
<b>IV. DEVELOP REDISTRICTING PLANS</b>							
Build first Illustrative Plan for Trustee Districts	4	7	5	9	2		
Revise Illustrative Plan for Trustee Districts	3	5	5	9	2		
DEVELOP REDISTRICTING PLANS Total Hours	7	12	10	18	4		
DEVELOP REDISTRICTING PLANS Total Cost	\$3,150	\$3,600	\$2,300	\$3,240	\$720		
<b>V. PUBLIC HEARINGS AND ADOPTION OF PLAN</b>							
Prepare for and conduct public hearing/adoption of final plan	3	5	3	6	2		
Translate hearing notices/submission notice into Spanish	0	0	0	0	2		\$200.00
Large format maps for posting at public hearings (\$50.00 x 2 maps)							\$100.00
PUBLIC HEARINGS AND ADOPTION OF PLAN Total Hours	3	5	3	6	4		
PUBLIC HEARINGS AND ADOPTION OF PLAN Total Cost	\$1,350	\$1,500	\$690	\$1,080	\$720		
<b>VI. REQUIRED DISSEMINATION OF REDISTRICTING PLANS</b>							
Maps/demographic information to District	0	0	0	2	1		
Submit adopted redistricting plan to County Elections' Department	0	0	1	2	1		
Send digital mapping files as client directs	0	0	1	1	1		
Prepare any additionally requested maps	0	0	0	2	1		
DISSEMINATION OF PLANS Total Hours	0	0	2	7	4		
DISSEMINATION OF PLANS Total Cost	\$0	\$0	\$460	\$1,260	\$720		
<b>Total Attorney Hours</b>	<b>42</b>						
<b>Total GIS Hours</b>	<b>67</b>						
<b>Total Paralegal Hours</b>	<b>19</b>						
<b>GRAND TOTALS</b>	<b>\$8,550</b>	<b>\$6,900</b>	<b>\$5,290</b>	<b>\$7,920</b>	<b>\$3,420</b>	<b>\$4,500.00</b>	<b>\$350.00</b>
<b>TOTAL FOR ALL</b>		<b>\$36,930</b>					
<b>TOTAL HOURS</b>		<b>128</b>					

\* Hours allocated to plans are for districts that follow existing Census geography.  
This budget includes one City Council District plan with revisions.



## Proposed Lubbock County 2021 Redistricting Budget

	Partner \$420	Atty \$300	Senior GIS \$230	GIS \$180	Para \$180	Flat fee	Reimbursable Expenses
<b>I. PRELIMINARY WORK</b>							
Initial schedule planning	0	0	0	0	0		
Gather Data and input benchmark	0	0	0	0	0		
Geocode incumbents	0	0	0	0	0		
Identify and begin other Census-related tasks	0	0	0	0	0		
<b>II. INITIAL ASSESSMENT</b>							
Preparation of initial assessment (flat fee)						\$4,500.00	
<b>III. CONSULT WITH CLIENT AND DEVELOP AND ADOPT CRITERIA</b>							
Initial Consultation with Commissioners	3	1	2	4	0		
Notice of public meeting (criteria)/translate	0	1	0	0	2		\$50.00
Geocode locations/load County data (polling places and facilities)	0	0	2	8	2		
Draft resolution on criteria & process	1	1.2	0	0	2		
<b>ADVICE/CONSULTATION Total Hours</b>	<b>4</b>	<b>3.2</b>	<b>4</b>	<b>12</b>	<b>6</b>		
<b>ADVICE/CONSULTATION Total Cost</b>	<b>\$1,680</b>	<b>\$960</b>	<b>\$920</b>	<b>\$2,160</b>	<b>\$1,080</b>		
<b>IV. DEVELOP REDISTRICTING PLANS</b>							
Build first illustrative plan Commissioner Precincts	3	2	2	6	1		
Revisions to Commissioner Precincts	3	1	2	4	1		
Build Election Precinct plan*	4	3	2	14	3		
Second Election Precinct adjustment	1	3	2	8	1		
<b>DEVELOP REDISTRICTING PLANS Total Hours</b>	<b>11</b>	<b>9</b>	<b>8</b>	<b>32</b>	<b>6</b>		
<b>DEVELOP REDISTRICTING PLANS Total Cost</b>	<b>\$4,620</b>	<b>\$2,700</b>	<b>\$1,840</b>	<b>\$5,760</b>	<b>\$1,080</b>		
<b>V. PUBLIC HEARINGS AND ADOPTION OF PLAN</b>							
Prepare for and conduct Public hearing	3	2	3	3	1		
Analyze public input	2	4	1	4	3		
Prepare for and conduct meeting at conclusion of hearings to present findings	1	2	1	0	0		
Meeting to adopt Final Plan	3	2	1	4	1		
Translate hearing notices/submission notice into Spanish	0	0	0	0	1		\$200.00
Large Format Maps for Posting at Hearings (\$50.00 x 2 maps)							\$100.00
<b>PUBLIC HEARINGS AND ADOPTION OF PLAN Total Hours</b>	<b>9</b>	<b>10</b>	<b>6</b>	<b>11</b>	<b>6</b>		
<b>PUBLIC HEARINGS AND ADOPTION OF PLAN Total Cost</b>	<b>\$3,780</b>	<b>\$3,000</b>	<b>\$1,380</b>	<b>\$1,980</b>	<b>\$1,080</b>		
<b>VI. REQUIRED DISSEMINATION OF REDISTRICTING PLANS</b>							
Maps/demographic information to County Staff	0	0	0	3	0		
Submit Election Precinct Map to Texas Secretary of State	0	0	1	1	0		
Send digital mapping files as client directs	0	0	1	1	1		
Prepare any additionally requested maps	0	0	0	2	1		
Assist with voter coding (upon request)	0	0	0	0	0		
<b>DISSEMINATION OF PLANS Total Hours</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>7</b>	<b>2</b>		
<b>DISSEMINATION OF PLANS Total Cost</b>	<b>\$0</b>	<b>\$0</b>	<b>\$460</b>	<b>\$1,260</b>	<b>\$360</b>		
<b>Total Attorney Hours</b>	<b>46.2</b>						
<b>Total GIS Hours</b>	<b>82</b>						
<b>Total Paralegal Hours</b>	<b>20</b>						
<b>GRAND TOTALS</b>	<b>\$10,080</b>	<b>\$6,660</b>	<b>\$4,600</b>	<b>\$11,160</b>	<b>\$3,600</b>	<b>\$4,500.00</b>	<b>\$350.00</b>

**TOTAL FOR ALL  
TOTAL HOURS**

**\$40,950  
148.2**

This budget includes 1 Commissioner Precinct Plan and a revision and one Election Precinct Plan and a revision.

\* Hours allocated to Election Precinct plans are for election precincts that follow existing Census geography.

This budget does not include a county road mile analysis.

# REQUEST FOR QUALIFICATIONS



RFQ 21-15708-MA

## **Request for Qualifications Redistricting Services**

ISSUED BY:

City of Lubbock Purchasing and Contract Management Office  
1314 Avenue K, Floor 9, Lubbock, Texas, 79401  
February 18, 2021

**City of Lubbock, TX  
Request for Qualifications  
RFQ 21-15708-MA**

**Checklist**

Please ensure that you complete and return the following documents and information to the City of Lubbock Purchasing and Contract Management Department before the deadline. Any corrections must be initialed by the person making the correction. Late submittals will not be accepted.

- ☐ Cover letter addressed to the Mayor
- ☐ The Statement of Qualifications form MUST be completed
- ☐ Responses must be submitted not later than **3:00 p.m. CST on March 11, 2021, through BidSync.com**

Please allow time to upload. Any submissions received after the date and hour specified will be rejected.

- ☐ Completed and signed Suspension and Debarment Certification
- ☐ Completed Non-Collusion Affidavit
- ☐ Insurance Affidavit
- ☐ Completed Conflict of Interest Questionnaire
- ☐ Chapter 2271.002 Prohibition on Contracts with Companies Boycotting Israel

THE CHECKLIST, SUSPENSION AND DEBARMENT CERTIFICATION, NON-COLLUSION AFFIDAVIT, INSURANCE AFFIDAVIT, CONFLICT OF INTEREST QUESTIONNAIRE, FORM 1295, AND HB 793 CERTIFICATION DO NOT CONTRIBUTE TO THE MAXIMUM PAGE LIMIT. FAILURE TO PROVIDE ANY OF THE ABOVE MAY RESULT IN YOUR PROPOSAL BEING DEEMED NON-RESPONSIVE.

Print Name of Firm: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email of Contact Person: \_\_\_\_\_

**PLEASE INCLUDE THIS COMPLETED PAGE AS THE FIRST PAGE OF YOUR SUBMITTAL.**

**City of Lubbock, TX  
Redistricting Services  
Request for Qualifications  
21-15708-MA**

**A. GENERAL**

The City of Lubbock is seeking Statements of Qualifications from firms to provide redistricting services. The purpose of this Request for Qualifications (RFQ) is to demonstrate the background, qualifications, competence, and capability of the firm seeking to undertake these services with the City of Lubbock, Lubbock County and the Lubbock Independent School District (LISD) and Election Voting Precincts.

**B. REQUIREMENTS**

The following information to be provided by the firm as part of the RFQ submission:

1. Principals responsible for the overall performance of service.
2. Resumes of staff members who will be providing the services. Include their education as well as any continuing education courses taken during the past three years; years and types of experience; qualifications; professional licensing and current registration with professional affiliations. Clearly define the responsibilities and duties of each individual.
3. Firm's experience in providing demographic/redistricting services. What software does the firm have available to them, and how long has the software been in use by the firm? Solution must be compatible with ArcGIS software.
4. Provide at least five (5) references from governmental entities for which redistricting services have been provided. Include specifics of services provided and include any terminated services and the reason for termination.
5. Provide a list of your subcontractors and the services will be providing.
6. Discuss your approach to the redistricting project differs from previous redistricting projects, and how your firm will approach these unique requirements.
7. Detailed Statement of Work.
8. Financial data for the firm.
9. Standards and accreditation.
10. Staffing levels and operating procedures. Provide adequate information for us to assess your firm's ability to adequately staff our redistricting project.

11. Ability to comply with applicable statutes and to compensate for any liability arising from violations of any of the following:
  - a. Texas Secretary of State.
  - b. United States Census Bureau.
  - c. United States Department of Justice.
  - d. All Federal, State and Local code requirements.
12. Identify all legal claims, demands or lawsuits filed, threatened or pending against the firm and/or its principals/officers, and identify any administrative actions or warnings taken or issued by any federal, state or local government agency with regard to the firm of any facility operated by the firm.
13. The firm may attach additional schedules or explanations, which it deems necessary to fully set forth their qualifications.

### **C. SCOPE OF WORK FOR THE REDISTRICTING OF PRECINCTS**

1. Firm must present a Scope of Work clearly stating an understanding of the services to be performed. If not a turnkey solution, clearly define the process.
2. Firm must present a realistic timeline for each major segment of the scope of work.
3. Firm must provide services designed to meet local, state and federal legal requirements.
4. Firm must work with and coordinate with the US Census Bureau to minimize any undercount of persons in the City and County.
5. Firm must provide an assessment of the existing precincts and determine potential changes. Should the initial assessment indicate that the existing political boundaries do not require redistricting under state and federal law, the firm will suspend services and all contract obligations will have been met.
6. Firm will be responsible for consulting with designated authorities in preparing, developing and recommending a logical and equitable solution for redistricting.
7. Firm will be responsible for presenting plans for redistricting to the City Council, Commissioners' Court and the LISD Board of Trustees for discussion and consideration in a timely manner.
8. Detail the types and frequency of communication you propose to City, County, LISD and to the general public. Firm must be available for at least two (2) public hearings on proposed redistricting plans in addition to the presentation to the City Council, Commissioners' Court and LISD.
9. Firm must submit final redistricting plans to City for submission to the Texas Secretary of State and the United States Department of Justice for approval.

10. Firm must agree to defend City, County and LISD in any litigation challenging redistricting process.
11. Firm must provide copies of all data used in a Geodatabase or Shapefiles.
12. Firm must represent the governmental entity in odd years from 2023-2029 to update voting precincts as needed.
13. Firm must use a new number system for each voting precinct.

#### **D. SELECTION AND AWARD PROCESS**

The City of Lubbock uses a two-step process for the final selection of a qualified consultant.

Step 1 consists of a Qualifications package submitted by firms interested in being considered. The City may select up to five (5) short-listed firms based on an evaluation of the written materials submitted. Short-listed firms may be asked to submit additional information.

Step 2 consists of the selection of one finalist from the short-listed firms. The City may request interviews. The City initiates negotiations with the selected consultant to develop a scope of work. If negotiations are unsuccessful, the City enters into the process with the next highest ranked short-listed firm. The contract is subject to approval by the City Council.

Professional services are procured in accordance with Chapter 2254 of the Government Code, Title 10, Subchapter A, Professional Services. Selection of the most highly qualified respondent is made based on demonstrated competence and qualifications as determined by the City of Lubbock based on information provided in response to the RFQ.

NO INDIVIDUAL OF ANY CITY DEPARTMENT HAS THE AUTHORITY TO LEGALLY AND/OR FINANCIALLY COMMIT THE CITY TO ANY CONTRACT, AGREEMENT OR PURCHASE ORDER FOR GOODS OR SERVICES, UNLESS SPECIFICALLY SANCTIONED BY THE REQUIREMENTS OF THE REQUEST FOR QUALIFICATIONS.

#### **E. SUBMISSION PROCESS, DUE DATE, AND REQUIRED DOCUMENTS**

- Responses must be submitted not later than **3:00 p.m. CST on March 11, 2021 through BidSync.com before the deadline.**

Please allow time to upload. Any submissions received after the date and hour specified will be rejected.

#### **F. CONTENTS OF STATEMENT OF QUALIFICATIONS ARE AS FOLLOWS AND MUST BE SUBMITTED AS REQUESTED**

- A Letter of Interest addressed to the Honorable Mayor and City Council summarizing the Consultant's understanding of the project and a brief description of the Consultant's strengths to perform the work successfully (Page Limit: 2)
- Cover sheet (Page Limit: 1)
- Table of Contents (Page Limit: 1)
- Statement of Qualifications form (Page Limit: 3)



- Additional Selection Submittals

(Page Limit: 28)

NOTE: The page limit is based on a size (8.5 inches by 11 inches) sheet. If the response exceeds the maximum number of 35 pages, it is rejected without review and will not be considered further. Sheets used for section dividers or covers are not counted towards the sheet total. The Checklist, Suspension and Debarment Certification, Non-Collusion Affidavit, and Conflict of Interest Questionnaire do not contribute to the maximum page limit.

#### **G. SCHEDULE FOR SELECTION PROCESS**

- City of Lubbock begins RFQ process on **February 18, 2021**
- Questions must be directed to **malvarez@mylubbock.us** at [www.bidsync.com](http://www.bidsync.com) or [malvarez@mylubbock.us](mailto:malvarez@mylubbock.us). Questions relating to definitions or interpretations of the RFQ must be submitted in writing on or before **5:00 p.m. CST on March 1, 2021,**
- Electronic submittals are due **no later than 3:00p.m. CST on March 11, 2021.**
- A Screening Committee reviews submittals and determines which qualified candidates are invited to present their qualifications further at an interview with the Screening Committee.

#### **H. RIGHT OF CITY TO CANCEL REQUEST FOR QUALIFICATIONS, TO ELECT NOT TO AWARD, TO REJECT SUBMITTALS, AND TO WAIVE INFORMALITIES OR IRREGULARITIES**

The City expressly reserves the right to cancel the RFQ at any time, to elect not to award contracts cited in the RFQ, to reject any or all submittals, to waive any informality or irregularity in any submittal received, and to be the sole judge of the merits of the respective submittals received.

#### **I. EQUAL OPPORTUNITY IN CITY BUSINESS CONTRACTING**

Race, religion, sex, color, ethnicity, and national origin are not used as criteria in the City's business contracting practices. Every effort is made to ensure that all persons regardless of race, religion, sex, color, ethnicity and national origin have equal access to contracts and other business opportunities with the City.

#### **J. INQUIRIES AND INTERPRETATIONS**

Responses to inquiries that directly affect an interpretation or change to the RFQ are issued in writing by the Purchasing and Contract Management Office as an addendum to the RFQ and posted at [www.bidsync.com](http://www.bidsync.com). All such addenda issued by the Purchasing and Contract Management Office before the time that Qualification packages are received shall be considered part of the RFQ.

Only those inquiries the Purchasing and Contract Management Office replies to by addenda and posts at [www.bidsync.com](http://www.bidsync.com) shall be binding. Oral and other interpretations or clarifications are without legal effect.

#### **K. THE CITY RIGHT TO AUDIT**

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

#### **L. NONAPPROPRIATION**

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

#### **M. 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.

#### **N. HOUSE BILL 2015**

House Bill 2015, signed by the Governor on June 14, 2013 and effective on January 1, 2014, authorizes a penalty to be imposed on a person who contracts for certain services with a governmental entity and who fails to properly classify their workers. This applies to subcontractors as well. Contractors and subcontractors who fail to properly classify individuals performing work under a governmental contract will be penalized \$200 for each individual that has been misclassified (Texas Government Code Section 2155.001).

#### **O. ASSIGNING OR SUBLETTING THE CONTRACT**

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

#### **P. TEXAS PUBLIC INFORMATION ACT**

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the

contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body

#### **Q. PROHIBITION OF CONTRACT WITH CERTAIN COMPANIES:**

Vendors/Contractors/Providers must be in compliance with the provisions of §2252.152 and §2252.153 of the Texas Government Code, which states in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with any company listed on the Comptroller of the State of Texas website identified under Section 806.051 or Section 2253.253, which do business with Iran, Sudan or any Foreign Terrorist Organization. By submitting a signed response to this request, contractor verified to Lubbock County that it is not on any such list.

#### **R. ANTI-LOBBYING PROVISION**

During the period between proposal submission date and the contract award, proposers, including their agents and representatives, shall not discuss or promote their proposal with any member of the Lubbock City Council or city staff except upon the request of the City of Lubbock Purchasing Department in the course of city-sponsored inquiries, briefings, interviews, or presentations.

#### **S. PROTEST**

All protests regarding the RFQ process must be submitted in writing to the City Director of Purchasing and Contract Management within 5 working days after the protesting party knows of the occurrence of the action which is protested relating to advertising of notices deadlines, proposal opening and all other related procedures under the Local Government Code, as well as any protest relating to alleged improprieties with the RFQ process. This limitation does not include protests relating to staff recommendations as to award of contract. Protests relating to staff recommendations may be directed to the City Manager. All staff recommendations will be made available for public review prior to consideration by the City Council as allowed by law.

**FAILURE TO PROTEST WITHIN THE TIME ALLOTTED SHALL CONSTITUTE A WAIVER OF ANY PROTEST.**

**City of Lubbock, TX  
Redistricting Services  
Request for Qualifications  
21-15708-MA**

**STATEMENT OF QUALIFICATIONS FORM**

1. FIRM NAME:

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2. BUSINESS ADDRESS:

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3. TELEPHONE, WITH AREA CODE:

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FAX, WITH AREA CODE:

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E MAIL ADDRESS:

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INTERNET URL ADDRESS:

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4. TYPE OF ORGANIZATION: (CHECK ONE)

- a. SOLE PROPRIETORSHIP      (   )
- b. PARTNERSHIP                (   )
- c. CORPORATION                (   )
- d. JOINT VENTURE              (   )

**SUBMITTED BY:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_ Tel: \_\_\_\_\_

Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**PRIVACY NOTIFICATION**

The principal purpose for requesting the above information is for use in the selection process for professionals commissioned by the City of Lubbock.

Furnishing all information requested on the form is mandatory. Failure to provide such information will delay or may even prevent completion of the action for which the form is being completed. Information on the form is used by the City of Lubbock and its Management Team in the consideration of commissions to professionals.

If you consider any portion of your submittal to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions.

Submittals are opened in a manner that avoids disclosure of the contents to competing offerors and keeps the submittals secret during negotiations. All submittals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the submittals are not open for inspection.

The City of Lubbock will honor your notations of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your submittal is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your submittal that you have marked as being confidential information, you will be notified of such request and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged and confidential under Section 552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requester.

Marking your entire submittal CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Open Records Act.

**City of Lubbock, TX  
Redistricting Services  
Request for Qualifications  
21-15708-MA**

**Additional Selection Submittals &  
Description of Selection Criteria**

**Candidates must respond in writing to each of the following additional selection submittals in order to be considered. Each category represents criteria that are used to select the successful respondent.**

1. 30 points- Experience of the Firm:
  - Providing demographic/redistricting services of the type under consideration.
  - Providing demographic/redistricting services to Texas counties.
  
2. 40 points- Qualifications of staff, including professional staff, support personnel, Subcontractors, consultants and demographers, to be assigned to this project:
  - Education including continuing education courses taken during the past three years. Clearly identify courses that provided specific information on the requirements of the current redistricting project.
  - Years and types of experience.
  - Qualifications of staff.
  - Supervision to be exercised over the consultants/demographers by the firm's management.
  
3. 30 points- Responsiveness of the RFQ submission:
  - Clearly stating an understanding of the scope of work to be performed and the methodologies to be used by the firm.

**INSURANCE AFFIDAVIT**

Complete and sign the CITY OF LUBBOCK INSURANCE REQUIREMENT AFFIDAVIT. This is to acknowledge that if you are awarded this contract by the City of Lubbock, you will be able to, within ten (10) business days after being notified of such, furnish an insurance certificate and endorsements to the City meeting all of the requirements defined below. Please note the City of Lubbock shall be named as an additional insured on a primary and non-contributory basis

**General Liability:**

Contractor's insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$1,000,000 each occurrence and \$2,000,000 in the aggregate and shall include the following:

- Broad Form Contractual Liability
- Personal Injury and Advertising Injury
- Products and completed operations
- Fire Damage (Anyone Fire)



Professional Liability:

Contractor's insurance shall contain Professional Liability with a combined single limit of a minimum of \$1,000,000 each occurrence and in the aggregate.

Business Automobile Liability:

Contractor's insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for but not limited to the following:

- Bodily injury and property damage
- Any and all vehicles owned, used or hired

Workers' Compensation and Employers Liability Insurance

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

Employer's Liability with limits of at least \$1,000,000 each accident, \$1000,000 by disease policy limit, and \$1,000,000 by disease each employee shall also be obtained and maintained throughout the term of the contract.

Other Insurance Requirements:

Contractor's general liability and auto liability insurance policies through policy endorsement must include wording, which states that the policy shall be primary and non-contributory with respect to any insurance carried by City of Lubbock. The certificate of insurance described below must reflect that the above wording is included in evidenced policies. All policies must be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

**NO STATEMENT OF FEES FOR THE SUBJECT SCOPE OF WORK, EITHER  
HOURLY OR FIXED PROPOSAL COST, SHALL BE INCLUDED WITH THE  
SUBMITTAL.**

**NOTE: The RFQ is available in Microsoft Word format at [www.bidsync.com](http://www.bidsync.com).**

## **SUSPENSION AND DEBARMENT CERTIFICATION**

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of \$25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.

Before an award of \$25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.

I, the undersigned agent for the firm named below, certify that neither the firm nor its principals are suspended or debarred by a Federal agency.

COMPANY NAME: \_\_\_\_\_

Firm's Federal Tax ID Number: \_\_\_\_\_

Signature of Company Official: \_\_\_\_\_

Printed name of company official signing above: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## NON-COLLUSION AFFIDAVIT

STATE OF TEXAS  
§  
LUBBOCK COUNTY

\_\_\_\_\_ being first duly sworn, on his/her oath, says that the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and s/he further says that the said bidder has not directly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to self an advantage over any other bidder or bidders.

\_\_\_\_\_  
NAME OF FIRM

\_\_\_\_\_  
SIGNATURE OF BIDDER

\_\_\_\_\_  
TITLE

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
Notary Public in and for the State  
of Texas residing at

\_\_\_\_\_  
NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED IN WITH THE BID/PROPOSAL

**City of Lubbock, TX  
Services for Redistricting  
Request for Qualifications  
21-15708-MA**

**INSURANCE REQUIREMENT AFFIDAVIT**

To Be Completed and Submitted
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I, the undersigned Offeror, certify that the insurance requirements contained in this document have been reviewed by me and my Insurance Agent/Broker. If I am awarded this contract by the City of Lubbock, I will be able to, within ten (10) business days after being notified of such award by the City of Lubbock, furnish a valid insurance certificate to the City meeting all of the requirements defined in this RFQ.

\_\_\_\_\_  
(Original Signature)

\_\_\_\_\_  
Name (Print)

BUSINESS NAME:

\_\_\_\_\_  
(Print or Type)

FIRM ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<b>NOTE</b>
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<b>If the time requirement specified above is not met, the City has the right to reject this proposal and award the Contract to another firm. If you have any questions concerning these requirements, please contact the Director of Purchasing &amp; Contract Management at (806) 775-2572.</b>
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## CONFLICT OF INTEREST QUESTIONNAIRE (CIQ) FORM

***It is not necessary to fill out the CIQ Form unless you have a business relationship that might cause a conflict of interest with the City of Lubbock***

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire, Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, the questionnaire must be filed with the records administrator of the City of Lubbock not later than the 7<sup>th</sup> business day after the date the person becomes aware of the facts that require the statement to be filed. The questionnaire can be found at:

<https://www.ethics.state.tx.us/forms/conflict/>

For the City of Lubbock, these forms should be filed with the City Secretary's Office, P.O. Box 2000, Lubbock, Texas, 79401

See Section 176.006, Local Government Code:

<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

### **CERTIFICATE OF INTERESTED PARTIES**

Effective January 1, 2016, Section 2252.908, as amended, of Chapter 2252 of the Texas Government Code requires certain business entities to submit an electronic disclosure form to the Texas Ethics Commission before entering into a contract with a local government entity when any of the following apply:

- 1) Contract requires an action or vote by the City Council (governing body); **OR**
- 2) Contract value is \$1 Million or greater; **OR**
- 3) Contract is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code.

This must be done before executing the contract. The disclosure form may be found at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). You must log in and create an account the first time you fill out the form. Tutorial videos on how to log in for the first time and how to fill out the form can be found through the link above. After you electronically submit the disclosure form, a screen will come up confirming the submission and assigning a certificate number. Then, you must print the form, have an authorized agent complete the declaration and sign, and provide it to the City (scanned email copy is acceptable).

## TEXAS GOVERNMENT CODE SECTION 2271.002

By signing below, Company hereby certifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

**Company Name:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**Print Name &  
Title:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

The following definitions apply to this state statute:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

**This Certification is required from a Company if the Company has 10 or more full-time employees and the contract for goods or services (which includes contracts formed through purchase orders) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.**



## TEXAS GOVERNMENT CODE SECTION 2252.152

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_ (Company or business name) being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas, which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Lubbock Purchasing and Contract Department.

**Company Name:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**Print Name &  
Title:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

SAMPLE OF AGREEMENT  
DO NOT COMPLETE  
**PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. \_\_\_\_\_ is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and [Contract Awardee], (the "Firm"), a Texas corporation.

**WITNESSETH**

**WHEREAS**, The City desires to contract with the Firm to provide professional services for [name of project and/or service being performed], (the "Activities"); and

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

**WHEREAS**, the City desires to contract with the Firm to provide professional services related to the Activities, and Firm desires to provide the Services related to same.

**NOW THEREFORE**, for and in consideration of the terms, covenants and conditions set forth in this Agreement, the City and the Firm hereby agree as follows:

**ARTICLE I. TERM**

The term of this Agreement commences on the Effective Date and continues without interruption for a term of \_\_\_\_\_ days/weeks/months/years. If the Firm determines that additional time is required to complete the Services, the City Firm, may, but is not obligated to, in his or her discretion, execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of the consideration must be approved by the City acting through its governing body.

## **ARTICLE II. SERVICES AND COMPENSATION**

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

B. The Firm shall receive as consideration to be paid for the performance of the Services, in an amount not to exceed \$[value], as set forth in Exhibit "B".

## **ARTICLE III. TERMINATION**

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

B. Termination and Remedies. In the event the Firm breaches any term and/or provision of this Agreement, the City shall be entitled to exercise any right or remedy available to it by this Agreement, at law, equity, or otherwise, including without limitation, termination of this Agreement and assertion of an action for damages and/or injunctive relief. The exercise of any right or remedy shall not preclude the concurrent or subsequent exercise of any right or remedy and all rights and remedies shall be cumulative.

## **ARTICLE IV. NON - ARBITRATION**

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

## **ARTICLE V. REPRESENTATIONS AND WARRANTIES**

A. Existence. The Firm is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

B. Corporate Power. The Firm has the corporate power to enter into and perform this Agreement and all other activities contemplated hereby.

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

D. Firm. The Firm maintains a professional staff and employs, as needed, other qualified specialists experienced in providing the Services, and is familiar with all laws, rules, and regulations, both state and federal, including, without limitation the applicable laws, regarding the Activities contemplated hereby.

E. Performance. The Firm will and shall conduct all activities contemplated by this Agreement in accordance with the standard of care, skill and diligence normally provided by a professional person in performance of similar professional services, and comply with all applicable laws, rules, and regulations, both state and federal, relating to professional services, as contemplated hereby.

F. Use of Copyrighted Material. The Firm warrants that any materials provided by the Firm for use by City pursuant to this Agreement shall not contain any proprietary material owned by any other party that is protected under the Copyright Act or any other law, statute, rule, order, regulation, ordinance or contractual obligation relating to the use or reproduction of materials. The Firm shall be solely responsible for ensuring that any materials provided by the Firm pursuant to this Agreement satisfy this requirement and the Firm agrees to indemnify and hold City harmless from all liability or loss caused to City or to which City is exposed on account of the Firm's failure to perform this duty.

#### **ARTICLE VI. SCOPE OF WORK**

The Firm shall accomplish the following: Professional Services related to the Services, as provided in Exhibit "A", attached hereto and made a part hereof.

#### **ARTICLE VII. INDEPENDENT CONTRACTOR STATUS**

The Firm and the City agree that the Firm shall perform the duties under this Agreement as an independent contractor and shall be considered as independent contractor under this Agreement and/or in its activities hereunder for all purposes. The Firm has the sole discretion to determine the manner in which the Services are to be performed. During the performance of the Services under this Agreement, the Firm and the Firm's employees and/or sub-consultants, will not be considered, for any purpose, employees or agents of the City within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

#### **ARTICLE VIII. INSURANCE**

The Firm shall procure and carry, at its sole cost and expense through the life of this Agreement, except as otherwise provided herein, insurance protection as hereinafter specified, in form and substance satisfactory to the City, carried with an insurance company authorized to transact business in the state of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein. The Firm shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or sub-consultant of the Firm to obtain and maintain in full force and effect during

the term of this Agreement, commercial general liability, professional liability and automobile liability coverage for non-owned and hired vehicles with insurance carriers admitted to do business in the state of Texas. The insurance companies must carry a Best's Rating of A-VII or better. Except for Professional Liability, the policies will be written on an occurrence basis, subject to the following minimum limits of liability:

**Commercial General Liability:**

Per Occurrence Single Limit: \$1,000,000

General Aggregate Limit: \$2,000,000

**Professional Liability:**

Combined Single Limit: \$2,000,000

**Automobile Liability:**

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

**Employer's Liability:**

Per Occurrence Single Limit: \$1,000,000

**Worker's Compensation**

Per Occurrence Single Limit: \$500,000

The Firm shall further cause any approved subcontractor or sub-consultant to procure and carry, during the term of this Agreement, the insurance coverage required of Firm herein, including without limitation, Professional Liability coverage, protecting the City against losses caused by the professional negligence of the approved subcontractor or sub-consultant. The City shall be listed as a primary and noncontributory additional insured with respect to the Automobile Liability and Commercial General Liability and shall be granted a waiver of subrogation under those policies. The Firm shall provide a Certificate of Insurance to the City as evidence of coverage.

The Certificate shall provide 30 day's notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy shall be included in the Certificate. The Firm shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, the Firm shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Firm maintains said coverage. The Firm may maintain Occupational Accident and Disability Insurance in lieu of Worker's Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City. If at any time during the life of the Agreement or any extension hereof, the Firm fails to maintain the required insurance in full force and effect, the Firm shall be in breach hereof and all work under the Agreement shall be discontinued immediately.

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

## **ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS**

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

The Firm represents that such services are either under applicable value thresholds or are otherwise exempt from notice and/or bid requirements under Texas Law.

## **ARTICLE X. CONFIDENTIALITY**

The Firm shall retain all information received from or concerning the City and the City's business in strictest confidence and shall not reveal such information to third parties without prior written consent of the City, unless otherwise required by law.

## **ARTICLE XI. INDEMNITY**

THE FIRM SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, RELATED TO OR OCCASIONED BY, THE NEGLIGENT ACTS OF THE FIRM, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS AGREEMENT AND/OR THE USE OR OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

## **ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS**

The Firm shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to the activities under this Agreement, and any amendments thereto.



### **ARTICLE XIII. NOTICE**

A. General. Whenever notice from the Firm to the City or the City to the Firm is required or permitted by this Agreement and no other method of notice is provided, such notice shall be given by (1) actual delivery of the written notice to the other party by hand (in which case such notice shall be effective upon delivery); (2) facsimile (in which case such notice shall be effective upon delivery); or (3) by depositing the written notice in the United States mail, properly addressed to the other party at the address provided in this article, registered or certified mail, return receipt requested, in which case such notice shall be effective on the third business day after such notice is so deposited.

B. Firm's Address. The Firm's address and numbers for the purposes of notice are:

[COMPANY NAME].  
[COMPANY CONTACT]  
[COMPANY ADDRESS]  
[COMPANY TOWN, STATE ZIP]  
Telephone:  
Email:

C. City's Address. The City's address and numbers for the purposes of notice are:

[CONTRACT MANAGER]  
City of Lubbock  
P.O. Box 2000  
1314 Avenue K  
Lubbock, Texas 79457  
Email:  
Telephone:

D. Change of Address. Either party may change its address or numbers for purposes of notice by giving written notice to the other party as provided herein, referring specifically to this Agreement, and setting forth such new address or numbers. The address or numbers shall become effective on the 15th day after such notice is effective.

### **ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES**

Provision of Data. The City shall furnish the Firm non-confidential studies, reports and other available data in the possession of the City pertinent to the Firm's Services, so long as the City is entitled to rely on such studies, reports and other data for the performance of the Firm's Services under this Agreement (the "Provided Data"). The Firm shall be entitled to use and rely, so long as such reliance is reasonable, upon all such Provided Data.

### **ARTICLE XV. MISCELLANEOUS**

A. Captions. The captions for the articles and sections in this Agreement are inserted in this Agreement strictly for the parties' convenience in identifying the provisions to this Agreement and shall not be given any effect in construing this Agreement.

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

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

D. Assignability. The Firm may not assign this Agreement without the prior written approval of the City.

E. Successor and Assigns. This Agreement binds and inures to the benefit of the City and the Firm, and in the case of the City, its respective successors, legal representatives, and assigns, and in the case of the Firm, its permitted successors and assigns.

F. Construction and Venue.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT IS PERFORMABLE IN LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

G. Severability. If any provision of this Agreement is ever held to be invalid or ineffective by any court of competent jurisdiction with respect to any person or circumstance, the remainder of this Agreement and the application of such provision to persons and/or circumstances other than those with respect to which it is held invalid or ineffective shall not be affected thereby.

H. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless such amendment, modification, or alteration is in writing, dated subsequent to this Agreement, and duly authorized and executed by the Firm and the City.

I. Entire Agreement. This Agreement, including Exhibits "A" through "B" attached hereto, contains the entire agreement between the City and the Firm, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

J. No Joint Enterprise. Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between the Firm and the City.

K. Documents Owned by City. Any and all documents, drawings and specifications prepared by Firm as part of the Services hereunder, shall become the property of the City when the Firm has been compensated as set forth in Article II, above. The Firm shall make copies of any and all work products for its files.

L. Notice of Waiver. A waiver by either the City or the Firm of a breach of this Agreement must be in writing and duly authorized to be effective. In the event either party shall execute and deliver such waiver, such waiver shall not affect the waiving party's rights with respect to any other or subsequent breach.

M. Third Party Activities. Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than the City and the Firm.

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

O. SB 252. SB 252 prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization.

P. No Boycott of Israel. Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

Q. Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to:

(1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY**



**EXECUTED** as of the Effective Date hereof.

**CITY OF LUBBOCK**

\_\_\_\_\_  
Mayor

APPROVED AS TO CONTENT:

\_\_\_\_\_  
City Department Head

\_\_\_\_\_  
Assistant City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Kelli Leisure, Assistant City Attorney

Firm

[Firm Name]

By: \_\_\_\_\_  
[Firm Signature]

April 1, 2021

Ms. Marta Alvarez  
Director of Purchasing and Contract Management  
City of Lubbock  
P.O. Box 2000  
Lubbock, Texas, 79457

Re: Step 2 – Selection and Award Process: Develop a Scope of Work  
RFQ 21-15708-MA Redistricting Services

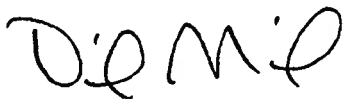
Dear Ms. Alvarez:

On behalf of our firm, I am pleased to provide the attached information in response to Step 2 of the City's RFQ for Redistricting Services for the City of Lubbock, Texas, Lubbock Independent School District, and Lubbock County, Texas. To assist in this phase of the discussions, we have provided a detailed narrative of the proposed scope of work for each entity along with a proposed budget covering the specific tasks associated with each step of the work. To economize on the work and because it is not clear whether and when political subdivisions want to resume in-person meetings for all work, the budgets are structured around use of remote meeting options for some of the activities so as to reduce cost and for other safety considerations. We can discuss how the entities envision proceeding and whether you desire that we factor in additional time for attendance at certain meetings of the political subdivision(s).

As you may be aware, the release of the census data is in flux at this time. The U.S. Census Bureau has indicated that it plans release of the data by September 30, 2021. As of this time the Texas Legislature is also considering legislation to move the state and federal primary for 2022, which will affect Lubbock County redistricting obligations and their timeline for the project. Accordingly, we have provided a tentative timeline assuming the work would have to be completed under existing statutory schedules. Of course, we are prepared to work with the entities to adjust the schedule to their needs as these issues develop over the next few months.

We have questions about the nature of the contractual engagement. In particular, it was not clear whether the Firm would enter into one contract with the three entities or whether three separate engagement agreements would be preferred. There are other questions that arise depending on which approach is selected by the political subdivisions, but we can discuss those issues when we meet. Please let us know if you need additional information and if you have a date and time you would like to meet to discuss the enclosed materials.

Kindest regards,



David Méndez

Enclosures: One (1) electronic copy



# **Redistricting Services Proposal**

**for**

**City of Lubbock, Texas**

## **STEP 2 – SELECTION AND AWARD PROCESS**

### **PROPOSED SCOPE OF WORK AND BUDGET**

In response to Step 2 of the City's Selection and Award Process, we have provided details addressing the scope of work process for each political subdivision's redistricting project. We have also included a budget estimate for each political subdivision's redistricting project as well as a proposed timeline.

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*Submitted by:*



April 1, 2021

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Bickerstaff Heath Delgado Acosta LLP

Contact: David Méndez

3711 South MoPac Expressway

Building One, Suite 300

Austin, TX 78746

P: 512-472-8021

F: 512-320-5638

(800) 749-6646

[www.bickerstaff.com](http://www.bickerstaff.com)

[dmendez@bickerstaff.com](mailto:dmendez@bickerstaff.com)

## City of Lubbock

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The proposed project will be undertaken as follows with dates established in coordination with the City based on the actual release date of the census data. A tentative timeline based on the current anticipated census release date is attached.

1. **Preliminary mapping work.** Compile, prepare and review all mapping data (including confirming all existing city limit lines to make sure all annexations during the decade have been reflected), existing council district shapefiles, incumbent addressing, city facilities mapping, subdivision shapefiles and related data to prepare for the insertion of the PL94-171 data upon release by the Census Bureau. We will request data from the City to include current boundaries, election data, community data, facilities, incumbent locations, and other related data to facilitate the redistricting process.
2. **Provide an initial assessment to determine if the council districts are out of balance.** Upon release of the census data, a report will be presented to the City Council at the earliest opportunity to review the population of each of the council districts and explain the extent to which the population in each council district may deviate from the ideal population size. The report will include population and demographic analysis for each set of current boundaries; the report will also include data charts showing race/ethnic breakdowns and maps showing race/ethnic densities by census block and/or voting tabulation districts; discuss legal requirements based upon the results of the Firm's initial assessment. We anticipate this report would be presented at regular council meeting of the City Council and we will provide posting language and an advance copy of the report along with a PowerPoint presentation. All work associated with the preparation of the City's GIS and redistricting data, as well as the preparation and presentation of the report to Council is encompassed by the \$4,500 initial assessment flat fee proposed.
3. **Preparation and presentation of process timeline for council consideration.** If the initial assessment indicates the council districts are out of balance, establish a process based on City Charter requirements. At the meeting when the initial assessment is presented to the City Council, the Firm will present a proposed timeline (developed in consultation with City staff) that provides for the completion and implementation of the redistricting process during the time available before the next scheduled general elections of the City.
4. **Redistricting Guidelines and Criteria.** In addition, at the time of the presentation of the initial assessment, the Firm will prepare and assist the City in developing policies that call for the use of traditional districting criteria. The Firm will also prepare and present guidelines for public participation and a timeline for the project.
5. **Illustrative Plan Preparation.** The Firm anticipates that the City Council will direct the Firm to prepare an illustrative plan of redistricting for presentation and discussion by council at meetings established under the timeline. The illustrative plan demonstrates how the city council districts can be rebalanced from a population standpoint within the framework of the guidelines and criteria established by the Council (see item 3, above). We anticipate that the City will designate draft initial plan(s) to become illustrative plan(s) for the purposes of public review and solicitation of public comment.
6. **Map drawing work sessions with City Council.** Pursuant to the timeline developed in consultation with the staff, the Firm will organize and conduct work sessions with Council to review the illustrative plan and to revise or develop alternative redistricting plans as the Council may direct.

7. **Public input.** We anticipate that the City will authorize us to post illustrative plan(s) to website and other media for the purpose of gathering public comment and accepting any citizen submitted alternative plans for client(s) review. Pursuant to the guidelines for public participation adopted by the City Council based on the Firm's recommendations, we anticipate that one or more public hearings will be conducted to receive input from the community on the process or to receive plans submitted by citizens in conformity with the guidelines.
8. **Legal analysis of plans and adoption of a final plan.** Throughout the process, the Firm's attorneys will provide City Council and staff with a review and legal analysis of how the policies adopted by the City Council for the redistricting process, and the redistricting plans considered by the council impact citizens voting rights and any other legal questions as directed by City Council. A formal written report is typically presented to the client on all public comment and citizen submitted plans. The Firm will assist the City Council with selection and adoption of a final redistricting plan.
9. **Plan Implementation.** The Firm will coordinate with Lubbock County to make sure the council district boundaries are properly reflected in county election precincts.

The Firm will work closely with the City to assess specific needs and deliver a final product that will be useful for the decade following the 2021 redistricting cycle based on the City's election schedule.

## Lubbock ISD

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The proposed project will be undertaken as follows with dates established in coordination with the Lubbock Independent School District ("District") based on the actual release date of the census data. A tentative timeline based on the current anticipated census release date is attached.

1. **Preliminary mapping work.** Compile, prepare and review all mapping data (including confirm all existing District boundary lines to make sure any annexations during the decade have been reflected), existing trustee district shapefiles, incumbent addressing, District facilities mapping, subdivision shapefiles and related data to prepare for the insertion of the PL94-171 data upon release by the Census Bureau. We will request data from the District to include current boundaries, election data, community data, facilities, incumbent locations, and other related data to facilitate the redistricting process.
2. **Provide an initial assessment to determine if the trustee districts are out of balance.** Upon release of the census data, a report will be presented to the Board of Trustees of the District ("Board") at the earliest opportunity to review the population of each of the trustee districts and explain the extent to which the population in each district may deviate from the ideal population size. The report will include population and demographic analysis for each set of current boundaries; the report will also include data charts showing race/ethnic breakdowns and maps showing race/ethnic densities by census block and/or voting tabulation districts; discuss legal requirements based upon the results of the Firm's initial assessment. We anticipate this report would be presented at a regular meeting of the Board and we will provide posting language and an advance copy of the report along with a PowerPoint presentation. All work associated with the preparation of the District's GIS and redistricting data, as well as the preparation and presentation of the report to the Board is encompassed by the \$4,500 initial assessment flat fee proposed.
3. **Preparation and presentation of process timeline for council consideration.** If the initial assessment indicates the trustee districts are out of balance, establish a process based on Texas Education Code and local policy requirements. At the meeting when the initial assessment is presented to the Board, the Firm will present a proposed timeline (developed in consultation with District staff) that provides for the completion and implementation of the redistricting process during the time available before the next scheduled general elections of the District.
4. **Redistricting Guidelines and Criteria.** In addition, at the time of the presentation of the initial assessment, the Firm will prepare and assist the Board in developing policies that call for the use of traditional districting criteria. The Firm will also prepare and present guidelines for public participation and a timeline for the project.
5. **Illustrative Plan Preparation.** The Firm anticipates that the Board will direct the Firm to prepare an illustrative plan of redistricting for presentation and discussion by the Board at meetings established under the timeline. The Illustrative Plan demonstrates how the trustee districts can be rebalanced from a population standpoint within the framework of the guidelines and criteria established by the Board (see item 4, above). We anticipate that the Board will designate draft initial plan(s) to become illustrative plan(s) for the purposes of public review and solicitation of public comment.

6. **Map drawing work sessions with the Board.** Pursuant to the timeline developed in consultation with the staff, the Firm will organize and conduct work sessions with Board to review the illustrative plan and to revise or develop alternative redistricting plans as the Board may direct.
7. **Public input.** We anticipate that the Board will authorize us to post illustrative plan(s) to website and other media for the purpose of gathering public comment and accepting any citizen submitted alternative plans for the Board's review. Pursuant to the guidelines for public participation adopted by the Board, based on the Firm's recommendations, we anticipate that one or more public hearings will be conducted to receive input from the community on the process or to receive plans submitted by citizens in conformity with the guidelines.
8. **Legal analysis of plans and adoption of a final plan.** Throughout the process, the Firm's attorneys will provide the Board and staff with a review and legal analysis of how the policies adopted by the Board for the redistricting process, and the redistricting plans considered by the Board impact citizens voting rights and any other legal questions as directed by the Board of Trustees. A formal written report is typically presented to the client on all public comment and citizen submitted plans. The Firm will assist the Board with selection and adoption of a final redistricting plan.
9. **Plan Implementation.** The Firm will coordinate with Lubbock County to make sure the trustee district boundaries are properly reflected in county election precincts.

The Firm will work closely with the District to assess specific needs and deliver a final product that will be useful for the decade following the 2021 redistricting cycle based on the District's election schedule.

## Lubbock County

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The proposed project will be undertaken as follows with dates established in coordination with the County based on the actual release date of the census data and the schedule for the 2022 primary. A tentative timeline based on the current anticipated census release date is attached, but the County should be aware that the Texas Legislature is considering legislation to move the 2022 primary back to allow time for state and federal redistricting, including the drawing of new congressional districts.

1. **Preliminary mapping work.** Compile, prepare and review all mapping data, existing commissioner precincts, justice precincts and election precinct shapefiles, incumbent addressing, county facilities mapping, other appropriate jurisdictional shapefiles and related data to prepare for the insertion of the PL94-171 data upon release by the Census Bureau. We will request data from the County to include current boundaries, election data, community data, facilities, incumbent locations, and other related data to facilitate the redistricting process.
2. **Provide an initial assessment to determine if the Commissioner precincts are out of balance.** Upon release of the census data, a report will be presented to the Commissioners Court at the earliest opportunity to review the population of each of the commissioner and justice precincts if required and explain the extent to which the population in each precinct may deviate from the ideal population size. The report will include population and demographic analysis for each set of current boundaries; the report will also include data charts showing race/ethnic breakdowns and maps showing race/ethnic densities by census block and/or voting tabulation districts; discuss legal requirements based upon the results of the Firm's initial assessment. We anticipate this report would be presented at regular meeting of the Commissioners Court and we will provide posting language and an advance copy of the report along with a PowerPoint presentation. All work associated with the preparation of the County's GIS and redistricting data, as well as the preparation and presentation of the report to the Court is encompassed by the \$4,500 initial assessment flat fee proposed.
3. **Preparation and presentation of process timeline for council consideration.** If the initial assessment indicates the Commissioner Precincts are out of balance, establish a process based on legal requirements. At the meeting when the initial assessment is presented to the Commissioners Court, the Firm will present a proposed timeline (developed in consultation with county staff) that provides for the completion and implementation of the redistricting process during the time available before the primary candidate filing period opening.
4. **Redistricting Guidelines and Criteria.** In addition, at the time of the presentation of the initial assessment, the Firm will prepare and assist the County in developing policies that call for the use of traditional districting criteria. The Firm will also prepare and present guidelines for public participation and a timeline for the project.
5. **Illustrative Plan Preparation.** The Firm anticipates that the Commissioners Court will direct the Firm to prepare an illustrative plan of redistricting for presentation and discussion by the Commissioners Court at meetings established under the timeline. The illustrative plan demonstrates how the Commissioner precincts can be rebalanced from a population standpoint within the framework of the guidelines and criteria established by the Court (see item 4, above). We anticipate that the Court will designate draft initial plan(s) to become illustrative plan(s) for the purposes of public review and solicitation of public comment.



6. **Map drawing work sessions with Commissioners Court.** Pursuant to the timeline developed in consultation with the staff, the Firm will organize and conduct work sessions with the Court to review the illustrative plan and to revise or develop alternative redistricting plans as the Commissioners Court may direct.
7. **Public input.** We anticipate that the Commissions Court will authorize us to post illustrative plan(s) to website and other media for the purpose of gathering public comment and accepting any citizen submitted alternative plans for client(s) review. Pursuant to the guidelines for public participation adopted by the Commissioners Court based on the Firm's recommendations, we anticipate that one or more public hearings will be conducted to receive input from the community on the process or to receive plans submitted by citizens in conformity with the guidelines.
8. **Legal analysis of plans and adoption of a final plan.** Throughout the process, the Firm's attorneys will provide the Commissioners Court and county staff with a review and legal analysis of how the policies adopted by the Court for the redistricting process, and the redistricting plans considered by the Court impact citizens voting rights and any other legal questions as directed by the Court. A formal written report is typically presented to the Court on all public comment and citizen submitted plans. The Firm will assist the Commissioners Court with selection and adoption of a final redistricting plan.
9. **Plan Implementation.** The Firm will coordinate with the County Elections Administrator's office to make sure the commissioner precinct boundaries are properly reflected in county election precincts.
10. **Justice Precinct review.** Review and analysis of incumbent residency and justice precinct analysis, if necessary.
11. **Road Mile and County Facility review.** Review and analysis of County facility locations and impact on precinct boundaries, if any.
12. **Election Precinct revisions.** The Firm will work with the Elections Administrator to assist with and make recommendations on election precinct adjustments and input of other jurisdictional data from the City and ISD redistricting projects.

The Firm will work closely with the County to assess specific needs and deliver a final product that will be useful for the decade following the 2021 redistricting cycle based on the County's election schedule.

(A budget estimate for each political subdivision's redistricting project as well as a proposed timeline immediately follow this page.)



## **Regular City Council Meeting**

**6. 24.**

**Meeting Date:** 06/22/2021

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### **Information**

#### **Agenda Item**

**Resolution - City Manager:** Consider a resolution authorizing the City Manager, or his or her designees, to waive charges for the production of public information, when the cost of producing such information for any single request totals less than Thirty Dollars.

#### **Item Summary**

This item adopts the rules promulgated by the Texas Attorney General regarding charges assessed to requestors of public information under the Texas Public Information Act, and clarifies that in all cases where the total of the charge for receiving information is less than \$30.00, the charges are waived. The City uses the charges approved by the Attorney General today, although we do not have an official policy regarding when charges can be waived. Adoption of this resolution provides clarity to the public and City departments regarding these charges.

#### **Fiscal Impact**

Any fiscal impact will be on the revenue side and completely de minimis.

#### **Staff/Board Recommending**

W. Jarrett Atkinson, City Manager

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### **Attachments**

Resolution - Freedom of Information Act

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## **RESOLUTION**

WHEREAS, the City of Lubbock, Texas (the "City") is subject to the requirements of the Texas Public Information Act, Texas Government Code Chapter 552 (the "Act"); and

WHEREAS, pursuant to Section 552.201 of the Act, the City Manager is the Officer for Public Information; and

WHEREAS, the Act permits the City to charge for the production of information requested pursuant to the Act in accordance with the rules promulgated by the Texas Attorney General under Section 552.262 of the Act; and

WHEREAS, the cost of labor and materials expended in attempting to charge the public for the production of such information for a single request is greater than the payment actually received by the City in cases of charges under the amount of Thirty Dollars (\$30.00); and

WHEREAS, pursuant to the recommendation of the City Manager, the City Council finds that the waiver of any fees for the production of public information under the amount of Thirty Dollars (\$30.00) for a single request for information is in the public interest; NOW  
THEREFORE:

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

SECTION 1. THAT the City shall charge requestors of public information in accordance with the rules promulgated by the Texas Attorney General pursuant to Section 552.262 of the Act; and

SECTION 2. THAT the Public Information Officer, and his or her designees, are hereby authorized to waive charges for the production of public information when the cost of producing such information for any one (1) request totals less than Thirty Dollars (\$30.00).

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
DANIEL M. POPE, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

A handwritten signature in blue ink, appearing to read 'W. Jarrett Atkinson', written over a horizontal line.

W. Jarrett Atkinson, City Manager

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read 'Amy L. Sims', written over a horizontal line.

Amy L. Sims, Deputy City Attorney



**Regular City Council Meeting**

**6. 25.**

**Meeting Date:** 06/22/2021

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**Information**

**Agenda Item**

**Resolution - City Manager:** Consider a resolution continuing and affirming the Mayor's 12th Declaration of Disaster regarding the COVID-19 (Coronavirus) pandemic, which continues this disaster declaration without any local restrictions on businesses or individuals in the City.

**Item Summary**

Continuation of this disaster declaration maintains disaster readiness but does not place any local restrictions on businesses or individuals in the City.

**Fiscal Impact**

None

**Staff/Board Recommending**

W. Jarrett Atkinson, City Manager

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**Attachments**

Resolution - Continuing Mayor's 12th Declaration

Mayor's 12th Declaration of Disaster

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**RESOLUTION CONFIRMING AND CONTINUING THE MAYOR'S  
TWELFTH DECLARATION OF DISASTER  
(COVID-19)**

WHEREAS, the novel coronavirus (COVID-19) outbreak has been recognized as a pandemic by the World Health Organization and is a contagious respiratory virus; and

WHEREAS, on March 13, 2020, pursuant to Section 418.014 of the Texas Government Code, the Governor declared a state of disaster for the State of Texas; and

WHEREAS, on March 13, 2020, Lubbock County, Texas declared a state of disaster; and

WHEREAS, on March 16, 2020, the Mayor issued the first of several Declarations of Disaster; and

WHEREAS, the City of Lubbock has taken numerous steps to respond to COVID-19, and has coordinated preparedness and response efforts across state and local agencies, and worked with local partners to promote appropriate mitigation efforts; and

WHEREAS, as recited in the governor's executive order GA-34 and demonstrated locally by the residents of the City of Lubbock and the surrounding area, COVID-19 hospitalizations and the rate of new COVID-19 cases have steadily declined due to the millions of Texans, including more than one hundred thousand Lubbock residents, who have voluntarily been vaccinated, many more who are otherwise immune, improved medical treatments for COVID-19 patients, abundant supplies of testing and personal protective equipment, and Texans' adherence to safe practices like social distancing, hand sanitizing, and use of face coverings, and the efforts of local businesses, including voluntary programs like *Lubbock Safe!*; and

WHEREAS, it is critical that the City of Lubbock continue to respond as necessary to, and mitigate, the spread of COVID-19 to protect the health and welfare of the citizens of Lubbock and the surrounding area; and

WHEREAS, continuing a state of disaster will facilitate and expedite the use and deployment of resources to enhance preparedness and response if necessary; and

WHEREAS, while local officials may enforce the governor's executive orders as well as local restrictions which are consistent with the executive orders, primary responsibility for interpreting and enforcing the Governor's executive orders rests with state law enforcement and regulatory agencies; and

WHEREAS, the City of Lubbock should continue to monitor the local spread of COVID-19, educate and inform the public, and respond to any concentrations of infection; and

WHEREAS, the Mayor has issued a Twelfth Declaration of Disaster, which acknowledges that while the Governor's executive orders permits local officials to enforce the governor's executive orders as well as local restrictions which are consistent with the executive orders, the City of Lubbock shall defer primary responsibility for



interpreting and enforcing the Governor's executive orders to state law enforcement and regulatory agencies; and

WHEREAS, the Mayor's Twelfth Declaration of Disaster expires on December 31, 2021, unless terminated sooner; and

WHEREAS, the City Council of Lubbock has determined that it is necessary to renew and continue the state of local disaster.

NOW, THEREFORE, IT IS HEREBY RESOLVED AND DECLARED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK, TEXAS:

1. That the City Council consents to the Mayor's Twelfth Declaration of a Local State of Disaster, a true and correct copy of which is attached to this Resolution as **Exhibit A** as if copied verbatim, and hereby renews and continues the local state of disaster for the City of Lubbock, Texas pursuant to §418.108(b) of the Texas Government Code until December 31, 2021; and
2. As permitted by the Governor's executive orders, local officials may enforce the governor's executive orders as well as local restrictions which are consistent with the executive orders; however, the City of Lubbock shall defer primary responsibility for interpreting and enforcing the Governor's executive orders to state law enforcement and regulatory agencies; and
3. The Mayor may update the restrictions set out in the Declaration as necessary to respond to the evolving circumstances of this outbreak during the duration of the Disaster Declaration and any extension of the Declaration by the City Council of the City of Lubbock; and
4. That this proclamation shall take effect immediately from and after its issuance.

SO ORDERED this the 22nd day of June, 2021.

**FOR THE CITY OF LUBBOCK, TEXAS:**

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Daniel M. Pope, Mayor

ATTEST:

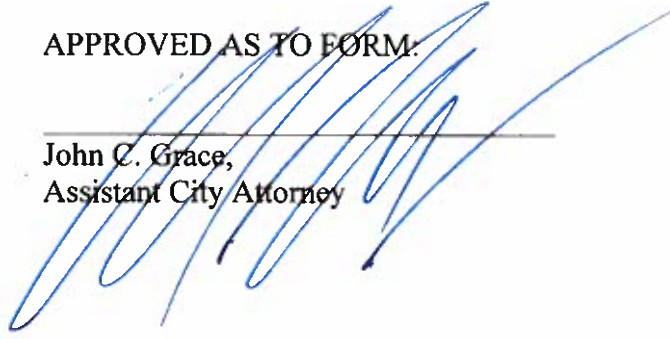
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Rebecca Garza,  
City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
W. Jarrett Atkinson,  
City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
John C. Grace,  
Assistant City Attorney

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**TWELFTH DECLARATION OF DISASTER**  
**(COVID-19)**

WHEREAS, the novel coronavirus (COVID-19) outbreak has been recognized as a pandemic by the World Health Organization and is a contagious respiratory virus; and

WHEREAS, on March 13, 2020, pursuant to Section 418.014 of the Texas Government Code, the Governor declared a state of disaster for the State of Texas; and

WHEREAS, on March 13, 2020, Lubbock County, Texas declared a state of disaster; and

WHEREAS, on March 16, 2020, the Mayor issued the first of several Declarations of Disaster; and

WHEREAS, the City of Lubbock has taken numerous steps to respond to COVID-19, and has coordinated preparedness and response efforts across state and local agencies, and worked with local partners to promote appropriate mitigation efforts; and

WHEREAS, as recited in the governor's executive order GA-34 and demonstrated locally by the residents of the City of Lubbock and the surrounding area, COVID-19 hospitalizations and the rate of new COVID-19 cases have steadily declined due to the millions of Texans, including more than one hundred thousand Lubbock residents, who have voluntarily been vaccinated, many more who are otherwise immune, improved medical treatments for COVID-19 patients, abundant supplies of testing and personal protective equipment, and Texans' adherence to safe practices like social distancing, hand sanitizing, and use of face coverings, and the efforts of local businesses, including voluntary programs like *Lubbock Safe!*; and

WHEREAS, it is critical that the City of Lubbock continue to respond as necessary to, and mitigate, the spread of COVID-19 to protect the health and welfare of the citizens of Lubbock and the surrounding area; and

WHEREAS, continuing a state of disaster will facilitate and expedite the use and deployment of resources to enhance preparedness and response if necessary; and

WHEREAS, while local officials may enforce the governor's executive orders as well as local restrictions which are consistent with the executive orders, primary responsibility for interpreting and enforcing the Governor's executive orders rests with state law enforcement and regulatory agencies; and

WHEREAS, the City of Lubbock should continue to monitor the local spread of COVID-19, educate and inform the public, and respond to any concentrations of infection; and

NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR OF THE CITY OF LUBBOCK, TEXAS that:

- 1) Although the scope of the disaster continues to diminish, COVID-19 continues to pose an imminent threat of disaster to the City of Lubbock; and
- 2) Pursuant to §418.108(a) of the Government Code, a local state of disaster is hereby declared for the City of Lubbock, Texas; and
- 3) Pursuant to §418.108(b) of the Government Code, the state of disaster shall continue for a period of not more than seven days from the date of this declaration unless continued or renewed by the City Council of Lubbock; and
- 4) Pursuant to §418.108(c) of the Government Code, this declaration shall be given prompt and general publicity and shall be filed promptly with the City Secretary; and
- 5) Pursuant to §418.108(d) of the Government Code, this declaration of a local state of disaster activates the city's emergency management plan. The furnishing of aid and assistance under the declaration is hereby authorized. The appropriate preparedness and response aspects of the plan are activated and take effect immediately after this local state of disaster is declared; and
- 6) The use of all available resources of the City of Lubbock that are reasonably necessary to cope with this disaster are hereby authorized; and
- 7) To the extent permitted by law, any local ordinance or administrative rule prescribing the procedures for conduct of City business or any local ordinance or administrative rule that would in any way prevent, hinder, or delay necessary action in coping with this disaster, including any local ordinance or administrative rule regarding contracting or procurement which would impede the City's emergency response necessary to cope with this declared disaster, are hereby suspended, but only for the duration of this declared local disaster and only for that limited purpose; and
- 8) The Mayor may update any restrictions set out in this order as necessary to respond to the evolving circumstances of this outbreak during the duration of the Disaster Declaration issued on March 16, 2020 and any extension of the Declaration by the City Council of the City of Lubbock.

- 9) As permitted by the Governor's executive orders, local officials may enforce the governor's executive orders as well as local restrictions which are consistent with the executive orders; however, the City of Lubbock shall defer primary responsibility for interpreting and enforcing the Governor's executive orders to state law enforcement and regulatory agencies; and
- 10) Consistent with the governor's executive order GA-34, no civil or criminal penalty will be imposed for failure to wear a face covering; and
- 11) That should any paragraph, sentence, clause, phrase or word of this Declaration be declared to be in conflict with an executive order of the Governor, or be declared to be unconstitutional or invalid for any reason, the remainder of this Declaration shall not be affected thereby; and
- 12) That this Declaration shall take effect upon signing, shall supersede and supplant all prior Declarations, and, unless terminated sooner, shall continue through December 31, 2021, subject to the consent and approval of the City Council, and any extension thereafter based on the status of COVID-19 in Texas and the recommendations of the Office of the Governor and the Guidelines from the President and the CDC.

SO DECLARED and ORDERED on **June 22, 2021** at \_\_\_\_\_ **P.M.**

FOR THE CITY OF LUBBOCK, TEXAS:

\_\_\_\_\_  
DANIEL M. POPE, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca Garza,  
City Secretary

APPROVED AS TO CONTENT:

\_\_\_\_\_  
W. Jarrett Atkinson,  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
John C. Grace,  
Assistant City Attorney



## **Regular City Council Meeting**

**7. 1.**

**Meeting Date:** 06/22/2021

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### **Information**

#### **Agenda Item**

**Public Hearing - Planning:** Consider a request for Zone Case 1139-B, a request of Eric Valdez for Keystone Properties, for a zone change from Local Retail District (C-2) to Commercial District (C-4) with a Specific Use for a Nightclub at 5015 University Avenue, Suite 11A, located east of University Avenue and south of 50th Street, Agee-Pharr Addition, the balance of Lot 1, and consider an ordinance.

#### **Item Summary**

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on June 3, 2021, and recommended denial of the request by a unanimous vote. A super-majority vote of 6 out of the 7 Council members is required for the request to be approved due to the recommendation of denial and there being 38% of the land area in opposition to the request.

#### **Fiscal Impact**

None

#### **Staff/Board Recommending**

Jesica McEachern, Assistant City Manager  
Bryan Isham, Director of Planning  
Planning and Zoning Commission

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### **Attachments**

Ordinanace 1139-B  
Staff Report 1139-B  
Documentation 1139-B  
Documentation 1139-B

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 1139-B; A ZONING CHANGE FROM C-2 TO C-4 SPECIFIC USE FOR A NIGHTCLUB AT 5015 UNIVERSITY AVENUE, SUITE 11A, LOCATED EAST OF UNIVERSITY AVENUE AND SOUTH OF 50TH STREET, AGEE-PHARR ADDITION, THE BALANCE OF LOT 1, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.**

**WHEREAS**, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation, with the Commission recommending denial of the proposed changes in zones and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety, and general welfare to make the proposed changes in zoning; and

**WHEREAS**, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; and

**WHEREAS**, the City Council, by three fourths vote in accordance with Section 211.006(f) of the Texas Local Government Code and Section 40.01.005(c)(3) of the City of Lubbock Code of Ordinances, voted to approve the proposed changes in Zoning; **NOW THEREFORE:**

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

**ZONE CASE NO. 1139-B**

**SECTION 1. THAT** Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-2 to C-4 Specific Use for a Nightclub at 5015 University Avenue, Suite 11A, located east of University Avenue and south of 50th Street, Agee-Pharr Addition, the balance of Lot 1, City of Lubbock, Lubbock County, Texas.**

**SECTION 2. THAT** the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **C-2** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3103(u)(4) of Codified Zoning Ordinance No. 7084 on the property described as **5015 University Avenue, Suite 11A, located east of University Avenue and south of 50th Street, Agee-Pharr Addition, the balance of Lot 1, City of Lubbock, Lubbock County, Texas.**

**SECTION 3. THAT** violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

**SECTION 4. THAT** should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

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

**AND IT IS SO ORDERED.**

**Passed by the City Council on first reading on \_\_\_\_\_.**


**Passed by the City Council on second reading on \_\_\_\_\_.**

\_\_\_\_\_  
**DANIEL M. POPE, MAYOR**

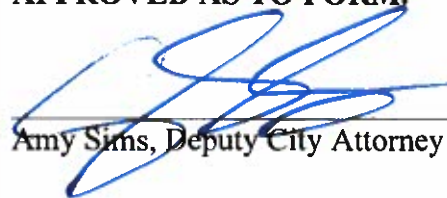
**ATTEST:**

\_\_\_\_\_  
Rebecca Garza, City Secretary

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Bryan Isham, Director of Planning

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Amy Sims, Deputy City Attorney

vw/CityAtt/Kelli/Zones/ZC1139-B  
June 3, 2021

Staff Report		Zone Case 1139-B
City Council Meeting		June 22, 2021

**Applicant** Eric Valdez

**Property Owner** Keystone Properties

**Council District** 2

**Recommendations**

- Staff recommends Approval of this request.

**Prior Board or Council Action**

- February 24, 1955: The property was annexed through Ordinance No. 1651 and zoned Single-Family District (R-1).
- June 28, 1963, Zone Case 1112: Subject Property rezoned to Multifamily District R-3 from R-1.
- September 26, 1963, Zone Case 1139: Zone change to Restricted Local Retail District (C-2A) from R-3.
- September 13, 1979, Zone Case 1139-A: Subject property zoned to Local Retail District (C-2) from C-2A.
- June 3, 2021, Zone Case 1139-B: Planning and Zoning Commission recommended denial of a zone change from Local Retail District (C-2) to Commercial District (C-4) Specific Use for a Night Club by a unanimous vote.

**Notification Summary**

- Notifications Sent: 16
- Received In Favor: 1
- Received In Opposition: 9

**Site Conditions and History**

The current development on the property, University Park Shopping Center, was constructed in 1980. The prior occupant of the subject tenant space was a bar and grill which had a small dancefloor as an incidental use.

**Adjacent Property Development**

The properties to the north are occupied by professional and medical offices zoned C-2A and General Retail District (C-3). To the east is an office complex zoned Apartment-Medical District (AM) Specific Use. Directly south is a church developed on property zoned C-2 Specific Use. A residential neighborhood zoned R-1 and Two-Family District (R-2) abuts the subject property to the southeast. Across University Avenue, to the west, is Plains Capital Bank on property zoned R-1 Specific Use.

**Zoning Request and Analysis**

**Item Summary**

The subject property is addressed as 5015 University Avenue, located east of University Avenue and south of 50th Street. The applicant requests a zone change from Local Retail District (C-2) to Commercial District (C-4) with a Specific Use for a Nightclub, on a property described as Agee-Pharr Addition, the balance of Lot 1. The intent of the request is to expand the existing dancefloor in Suite 11A and sell alcohol.

**Current zoning:** Local Retail District (C-2)

**Requested zoning:** Commercial District (C-4) with a Specific Use for a Nightclub

### *Intent Statements*

The intent of the current C-2 zoning is, "... to provide limited local retail and service commercial uses which serve one of several neighborhoods."

The intent of the requested C-4 zoning is "... to provide for heavy retail and wholesale commercial uses which serve a city-wide or regional area."

### *Traffic Network/Infrastructure Impacts*

The proposed zone change location is along University Avenue, which is designated as a Principal Arterial by the Master Thoroughfare Plan, 2018. Arterials function to serve high volume needs for the city and region. The current infrastructure is suitable for the requested zone change.

### *Compatibility with Surrounding Property*

The proposed zone change is compatible with the surrounding area and will not change the character of the existing development. University Park Shopping Center is already home to a variety of commercial uses, and the addition of a nightclub will be compatible with the other commercial properties along the intersection of University Avenue and 50<sup>th</sup> Street.

### *Conformance with Comprehensive Plan Principles and Future Land Use Map*

The principles outlined in the Comprehensive Plan designates the subject property for commercial/ light retail uses. The Comprehensive Plan identifies shopping centers and restaurants as examples of the intended uses within the district (p. 60). The property is also located within a retail node, designated for a mix of transition uses between commercial and residential. The base zone change from C-2 to C-4 will not alter any existing uses found in the University Park Shopping Center. Furthermore, the addition of a nightclub fulfills a goal for introducing new entertainment options in the city. Entertainment was identified as the most needed type of development per the Comprehensive Plan (p. 38).

### *Conformance with Zoning Ordinance*

The proposed zone change is in conformance with the zoning ordinance and is appropriate for the existing shopping center use already established.

### *Suitability of Property for Allowed Uses*

The property is suitable for the proposed use and will not need additional public improvements.

### **Attachments**

- A. Case Information
- B. Thoroughfare Map
- C. Notification Map
- D. Aerial Map
- E. Zoning Map
- F. Future Land Use Map
- G. Photos
- H. Application and supporting documentation
- I. Notification Replies

### **Staff Contacts**

Bailey Shillings  
Planner  
Planning Department  
806-775-3147  
[bshillings@mylubbock.us](mailto:bshillings@mylubbock.us)

Kristen Sager  
Planning and Zoning Manager  
Planning Department  
806-775-2109  
[ksager@mylubbock.us](mailto:ksager@mylubbock.us)

## Case Information: Zone Case 1139-B



**Allowable Uses:** [Commercial District \(C-4\)](#)

**Transportation:** The proposed development has points of access from University Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
University Avenue <i>Principal Arterial, Completed</i>	R.O.W. 110 feet, six-lane, divided, paved	R.O.W. 110 feet, six-lane, divided, paved

**Engineering Comments:** No comments.

**Public Works Comments:** No comments.

**Building Safety Comments:** No comments.

**Fire Marshal Comments:** No comments.

### Draft Planning and Zoning Commission Minutes

#### 4.1 Case 1139-B: Eric Valdez for Keystone Properties

Request for a zone change to Commercial District (C-4) with a Specific Use for a Nightclub from Local Retail District (C-2) at:

- 5015 University Avenue Suite 11-A, located east of University Avenue and south of 50th Street, Agee-Pharr Addition, the balance of Lot 1.

**PLANNER BAILEY SHILLINGS** stated there were sixteen (16) notifications sent out and one (1) returned in favor and nine (9) returned in opposition. The letters received in opposition are generally concerned about increased vagrancy and an unsafe environment for the neighborhood to the southeast. She explained the applicant will still need to go to City Council for a variance to the separation requirement from a school. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of the request.

**BOARDMEMBER JAMES BELL** asked how often zone cases are limited to a suite.

### PUBLIC HEARING

**APPLICANT ERIC VALDEZ** 5015 University Avenue Suite 11-A advised the property already has a TABC license, the new business will bring jobs to the area, and he has adequate staff to handle any situations.

**BOARDMEMBER DAN WILSON** asked what business is operating there currently. Applicant stated they are not operating now. Mr. Wilson stated he has seen ongoing renovations at the property. Applicant stated they are removing walls and painting at this time.



**ED AINSWORTH**, pastor of Generations Church at 5201 University, which is south of the subject property, advised their church has been there for 5 years and 8 months and feels vandalism of their property will continue if this request is approved. Additionally, litter is a problem and his main concern is on weekends and twice a week that they have activities for 5-11 year olds at the church. Youth also meet at the building and he does not want to put them at risk. You cannot legislate morality, but a nightclub should not be placed near a church and school. Children should be protected from those who are intoxicated and he wants to protect the property. He is concerned how property values will be affected, along with the nightclub bringing additional noise and traffic.

**BARRY BALLINGER**, 5010 University, West Texas Regional Chairman for Plains Capital Bank, advised he has worked at this branch for 44 years. There are 150 employees at this location. The shopping center has been C-2A or C-2 since 1963 and that zoning is appropriate. A nightclub will not promote health, safety, etc. and he disagrees with the staff assessment. The area continues to experience demographic changes, and he is having to employ police officers to protect employees, customers, and tenants in the parking lot. There have been several attempted assaults. He understands economic development, but this is the wrong place for this type of business and there would be no buffer between other uses. Of the 16 property owners who received notice, he has spoken with 13 (one being the bank) and all were opposed.

**DR. VICTOR CHAVEZ**, 5015 University, owns property at the southwest corner of the shopping center and has been there since 1982. There was a bar and grill previously that would be really busy and they would park in his lot. There would be trash, broken beer bottles, beer cans, etc. The shopping center does not clean their property. In the past 10 years he has seen deterioration of the area and more homeless people. They come into their office to use the public bathroom without permission. They leave paraphernalia in the floors. People will sit in the lobby to rest or charge their phones. They are not there to be seen by a doctor, but to protect themselves from the elements. No businesses or residents will benefit from this and there is no moral benefit. Why should the zoning change now?

**STEVEN FANNIN**, 2323 52nd Street, has owned the duplex on this property since 1970. He has two tenants, one moved in in 1988 and the other 1994. They are elderly and he keeps rent low so they can have a nice place to live. They are the first buffer from this property on 52<sup>nd</sup> and he is concerned about their safety. There are only a few duplexes and the rest of the properties are single family residences. He personally does not have an issue with bars or drinking, but this is not the right location. There are only 200 parking spaces in the entire lot and he is worried about overflow.

**GILBERT SALDANA**, 5015 University, advised he is the manager that will run the nightclub. Their hours of operation will not overlap with the other tenants in the shopping center. They will pick up trash and clean up anything their inconsiderate patrons have done. There are establishments like 7-11 and Family Dollar that sell beer and wine even closer to the school. It is time to evolve. The City has projected University to being an entertainment district. A TABC license is not a magnet to homeless people. His daughter graduated from Richard Millburn and he witnessed many fights in their parking lot and students smoking. The influence is everywhere. Everyone has to make their own decisions. A nightclub will not make anyone a bad person. The former bar and grill sold very little food if any. They are trying to do the right thing. He has zero violations with TABC, a strict policy to prohibit violence, and a great staff.

**CHAIR ZACH SAWYER** advised this does impact the surrounding area, as you are increasing the capacity on the area, parking, etc, and you have to consider hours of operation. It is already a dense area.

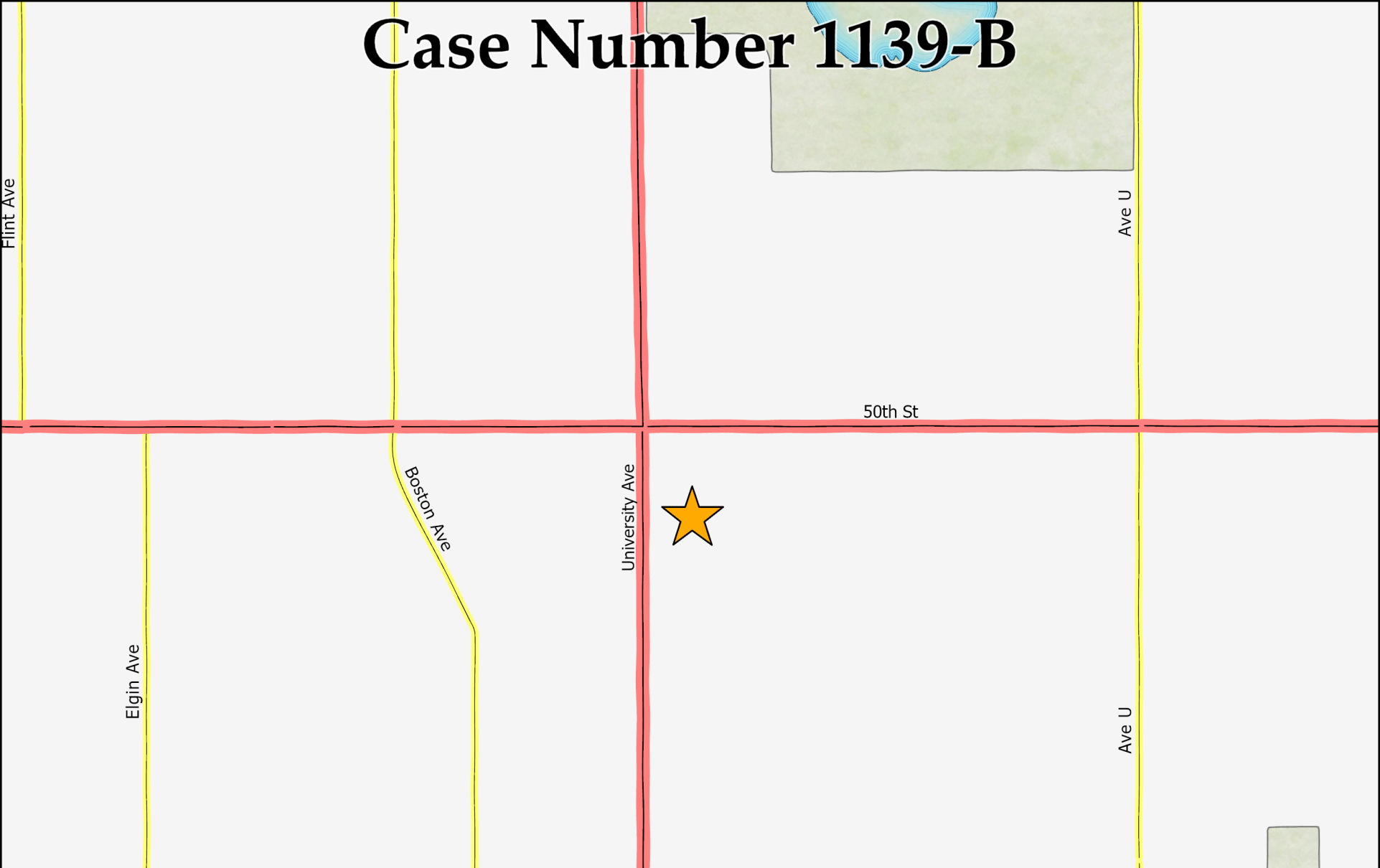
**BOARDMEMBER DAN WILSON** understands the staff discussion of entertainment and the Comprehensive Plan, but he is concerned about the proximity to the church, residential, and school. He is also concerned about inserting C-4 into a shopping center, which would stay with the property. Feels like this is not the correct location for a nightclub and he sees more negative than positive with this case.

**BOARDMEMBERS JAMES BELL** and **TANNER NOBLE** are concerned about rezoning just one suite and not the whole shopping center, and setting a precedent. What would happen if they wanted to expand more? Since they have approved should they be approved again?

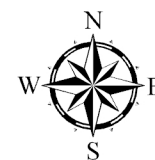
**BOARDMEMBER ABEL HERNANDEZ** advised this would allow a gathering of people with on premise alcohol sales and he is concerned about the proximity to the church and school.

In the matter of **Zone Case 1139-B** a motion was made by **DAN WILSON** and seconded by **JAMES BELL** to approve the case as presented. The Commission members voted 0 (in favor) to 5 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.

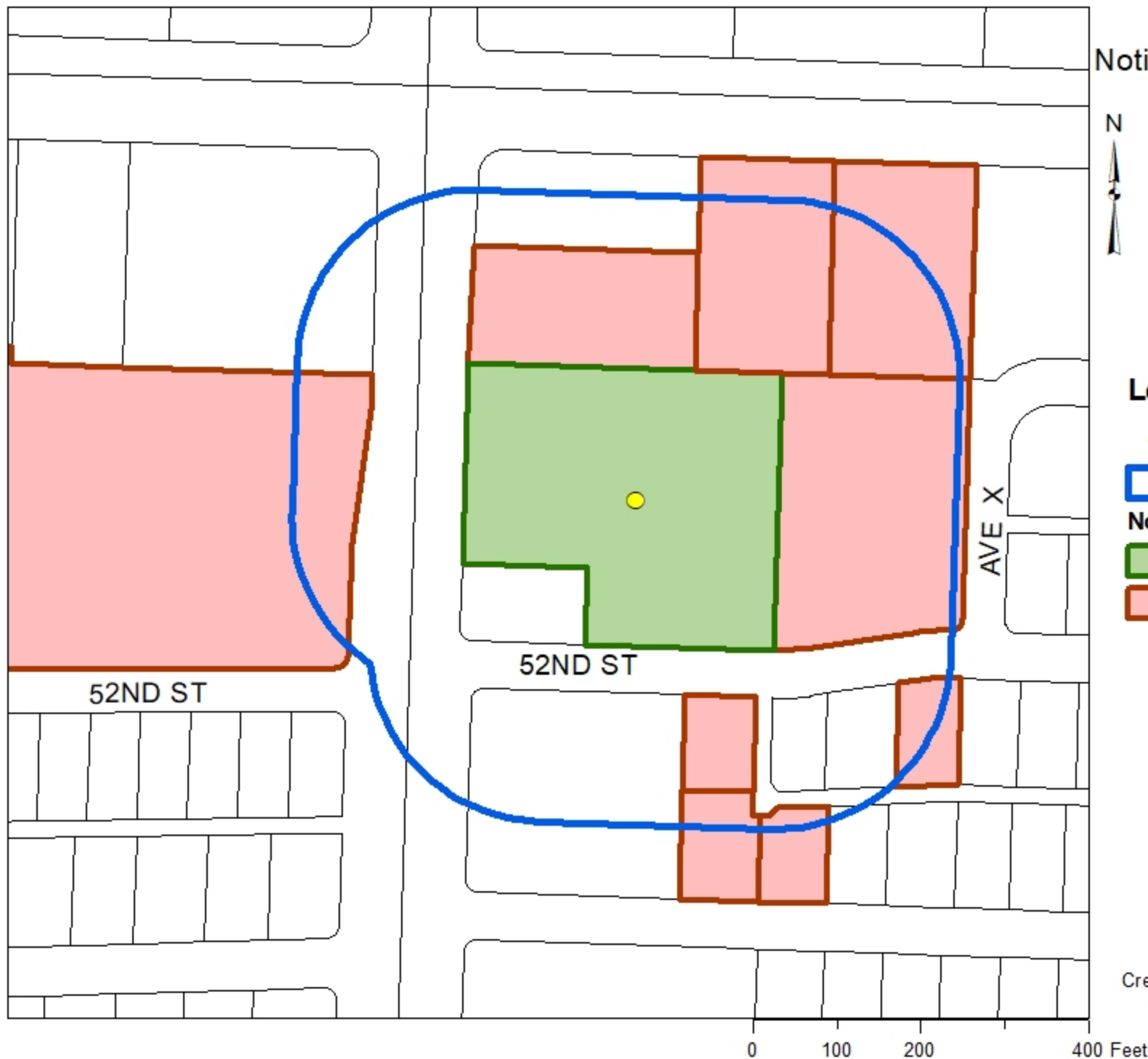
# Case Number 1139-B



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop



# PZC Mailout Notifications Received



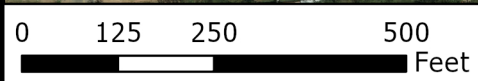
## Legend

- LocatorPnt1139\_B
- MailoutBuffer1139\_B
- Notification Result**
  - In Favor
  - Opposed

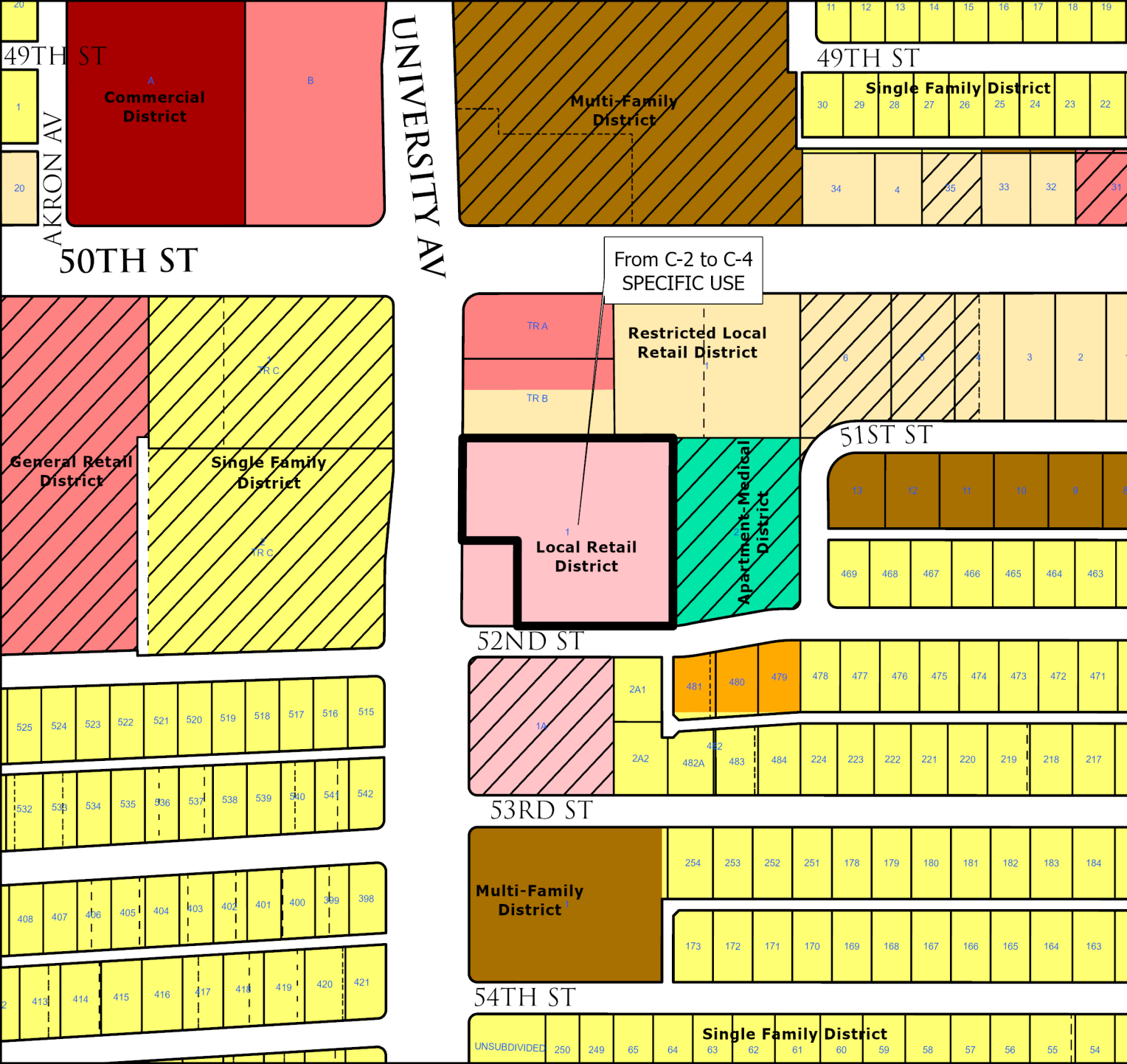
Created by Planning Department  
Date: 6/3/2021



# Case Number 1139-B





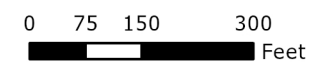


# Current Zoning 1139-B

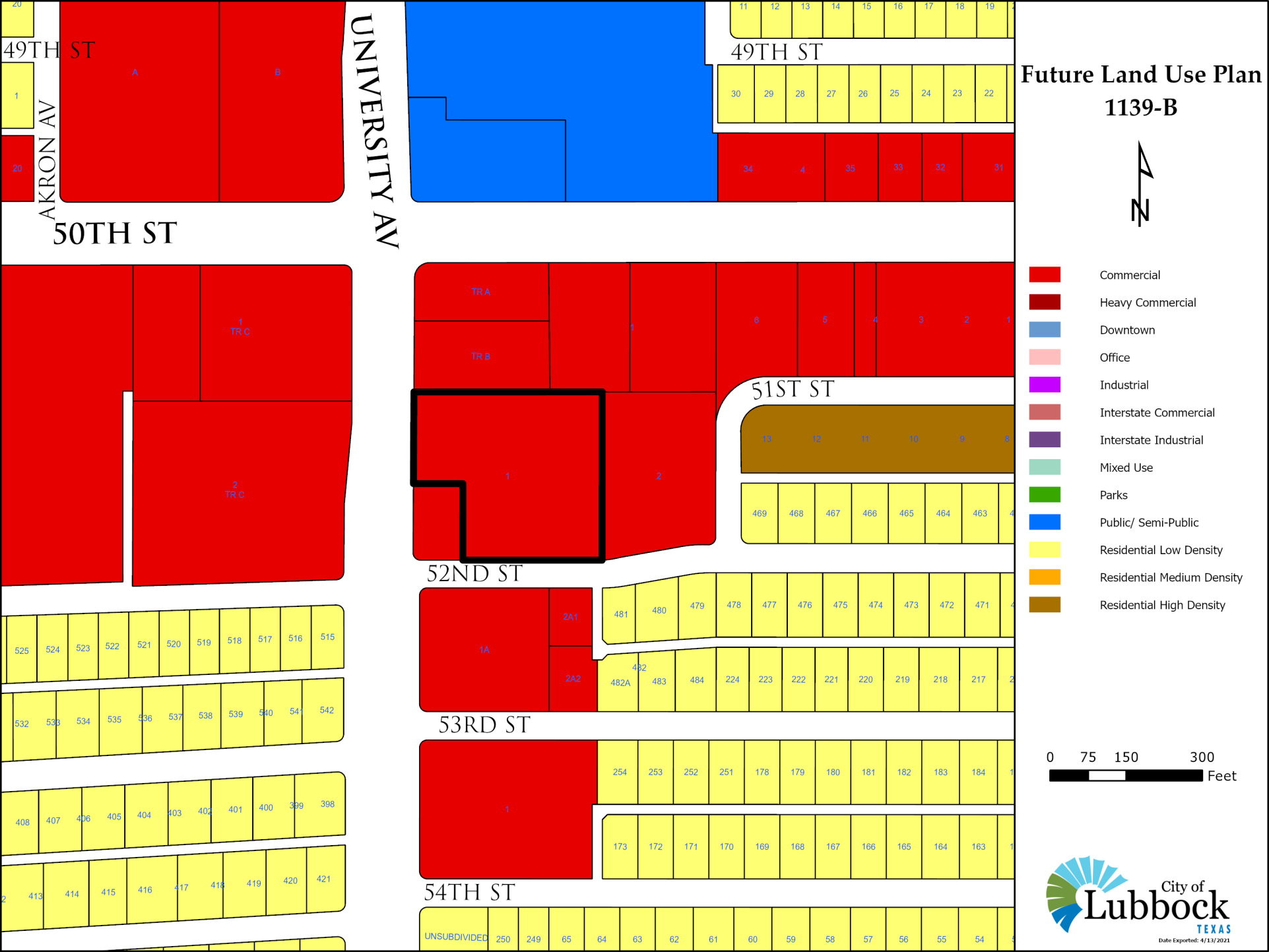


## Zoning Districts

- Apartment-Medical Specific Use
- Restricted Local Retail
- Restricted Local Retail Specific Use
- Local Retail
- Local Retail Specific Use
- General Retail
- General Retail Specific Use
- Commercial
- Single Family
- Single Family Specific Use
- Two Family
- Multi-Family
- Multi-Family Specific Use







## Zone Case 1139-B



View east. Subject Site.



View north.



View west.



View south.



Lubbock Planning Department  
PO Box 2000 / 1314 Avenue K  
Lubbock, TX 79457  
**APPLICATION FOR ZONING CHANGE**

**Project Information**

Location or Address: 5015 University Ave Suite 11A  
Lots/Tracts: \_\_\_\_\_  
Survey & Abstract: \_\_\_\_\_  
Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: \_\_\_\_\_  
Existing Land Use: Shopping Center Existing Zoning: C-2  
Requested Zoning: C-4 , Specific use for Nightclub at Suite 11A  
If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

**Representative/Agent Information (if different from owner)**

Firm Name: \_\_\_\_\_  
Name: ERIC VALDEZ  
Address: 5015 UNIVERSITY AVE STE 11A City: LUBBOCK State: TX  
ZIP Code: 79413 Telephone: 806-632-3700 Email: ~~ERIC@TMDAMP3.NHLL.COM~~  
Applicant's Signature: Eric Valdez  
Date: 3/26/21 Printed Name: ERIC VALDEZ

**Owner Information**

Firm Name: KEYSTONE PROPERTIES  
Owner: KEYSTONE PROPERTIES  
Address: P.O. BOX 70 City: LUBBOCK State: TX  
ZIP Code: 79408 Telephone: 806-747-3104 Email: SHOPPING CENTER OFFICE @ GMAIL .COM  
Property Owner's Signature: Mike Pritchett  
Date: 3/25/21 Printed Name: MIKE PRITCHETT

**Preparer Information**

Preparer's Signature: \_\_\_\_\_  
Date: \_\_\_\_\_ Printed Name: \_\_\_\_\_

**For City Use Only**

Zone Case No: \_\_\_\_\_ Planning and Zoning Commission Date: \_\_\_\_\_  
Request for zoning change from: \_\_\_\_\_ To: \_\_\_\_\_  
Lots: \_\_\_\_\_ Blocks: \_\_\_\_\_  
Addition: \_\_\_\_\_

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at [cityplanning@mylubbock.us](mailto:cityplanning@mylubbock.us).



City of Lubbock  
PLANNING DEPARTMENT



City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the

zone change requested by:

P&Z Case No.: **1139-B**

In Favor



Opposed



Reasons and/or Comments:

Print Name

Signature:

Address:

Address of Property Owned:

Phone Number:

Email:

MIKE RITCHIE

Mike Ritchie

P.O. Box 70

5015 UNIVERSITY

806-747-3104

~~MIKE RITCHIE~~ ~~SHOPPING CENTER OFFICE@GMAIL.COM~~

Zone Case Number: **1139-B**

R86265

Recipient 1 of 16

KEYSTONE PROPERTIES

702 TEXAS AVE

LUBBOCK

TX 79401-1814



City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

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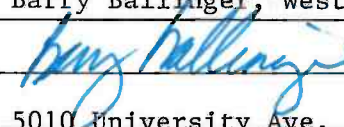
Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **1139-B**

*In Favor* \_\_\_\_\_

*Opposed* XX

**Reasons and/or Comments:**

We do not believe this zoning change would result in a benefit to our business, the real estate values where our business is located, or the surrounding neighborhood.

Print Name Barry Ballinger, West Texas Region Chairman  
Signature:   
Address: 5010 University Ave. (P. O. Box 271) Lubbock, Tx. 79413  
Address of Property Owned: 5010 University  
Phone Number: (806) 791-7241  
Email: bballinger@plainscapital.com

Zone Case Number: **1139-B**

R99973

Recipient 6 of 16

PLAINS CAPITAL BANK

PO BOX 271

LUBBOCK

TX 79408-0271



City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **1139-B**

In Favor ☐

Opposed ☒

Reasons and/or Comments:

Print Name: SALMAN AHMAD  
Signature: [Signature]  
Address: 118 N OAKRIDGE AVE, LUBBOCK, TX 79416  
Address of Property Owned: 2345 50th ST, LUBBOCK, TX 79412  
Phone Number: 806-438-2100  
Email: salmandoc4@gmail.com.

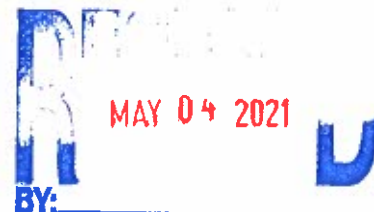
Zone Case Number: **1139-B**  
AHMAD REALTY CORP LLC  
118 N OAK RIDGE AVE

R27172

Recipient 14 of 16

LUBBOCK

TX 79416



City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **1139-B**

In Favor

Opposed



Reasons and/or Comments:

There are already enough issues in this area of town i.e. homelessness that local homeowners have to deal with. We just don't believe this is the best area for this type of business.

Print Name

LBK Plaza

Signature:

[Signature]

Address:

5009 University

Address of Property Owned:

5009 University

Phone Number:

(806) 786-2967

Email:

melany@lbkplaza.com

Zone Case Number: **1139-B**

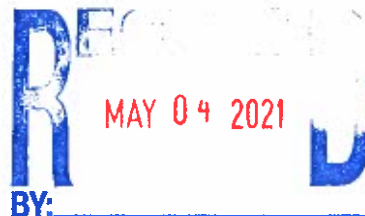
R125525

Recipient 5 of 16

LBK PLAZA LLC  
PO BOX 64361

LUBBOCK

TX 79464



City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **1139-B**

In Favor

Opposed

X

Reasons and/or Comments:

THERE HAVE ALREADY BEEN several night clubs here and not been successful but brought lots of traffic to the neighborhood and fights in the parking lot. I have children and traffic in and out of there makes it more dangerous for them. The neighborhood has finally been quiet with less, craziness of drunk people up and down that street. Except for a missing stop sign on 52nd & Ave X where everyone runs that corner it's been pretty family oriented and quiet, safe for the most part.

Print Name

Patricia Garza

Signature:

*Patricia Garza*

Address:

2319 52nd, Lubbock Tx 79412

Address of Property Owned:

2319 52nd St.

Phone Number:

806-678-8478

Email:

miaj23@yahoo.com

Zone Case Number: **1139-B**

R67270

Recipient 3 of 16

GARZA, PATRICIA ANN

2319 52ND ST

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

In mail box 7/19/21  
no envelope, no stamp

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **1139-B**

In Favor

Opposed

Reasons and/or Comments:

MOSTLY FAMILIES LIVE IN THIS NEIGHBORHOOD.  
WE HAVE CONCERNS ABOUT THE PROBLEMS ALCOHOL  
HAVE A TENDENCY TO CAUSE WITH SOME CUSTOMERS TO  
THIS TYPE OF ESTABLISHMENT; LATE NIGHT NOISE AND  
ALTERCATIONS INSIDE AND OUTSIDE.

Print Name: WEBB CORBIN  
Signature: WEBB CORBIN  
Address: 2324 53RD STREET LUBBOCK, TX 79412  
Address of Property Owned: SAME  
Phone Number: 806-416-0722  
Email: webbcorbin@gmail.com

Zone Case Number: **1139-B** R67351  
CORBIN, WEBB  
2324 53RD ST

LUBBOCK TX 79412-2524



City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **1139-B**

In Favor ☐

Opposed ☒

Reasons and/or Comments:

The current usage for 2402 52<sup>nd</sup> is the Community Plaza of single-story multi structure offices (some detached) for small businesses and start-ups. The layout is similar to an old, Southwest Town Plaza providing easy, off street access for customers and vehicles. This is compatible with the existing residential neighborhood as well as the local small business retail along University Avenue.

The proposed usage for a Nightclub is not compatible with our small business usage; and would impact our leasing business as well as impacting all of our existing (small business) tenants. We request that the zoning change not be approved.

Print Name: GBJ Venture LLC by G.B. Buck, Manager  
Signature: [Signature]  
Address: 675 Blackhawk Dr., Colorado Springs, CO 80919  
Address of Property Owned: 2402 52<sup>nd</sup> Street, Lubbock TX 79412  
Phone Number: 719-531-5615  
Email: gbbnova@aol.com

Zone Case Number: **1139-B**

R86292

Recipient 8 of 16

GBJ VENTURE LLC  
675 BLACKHAWK DR

COLORADO SPRINGS

CO 80919

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **1139-B**

In Favor ☐

Opposed ☒

Reasons and/or Comments:

we do not need a night club in this area.  
we are attempting to keep the neighborhood  
as nice as we can. There is also a church,  
school, and nursing home in the close proximity.  
please don't bring our neighborhood down to  
a dangerous level.

Print Name

Signature:

Address:

Address of Property Owned:

Phone Number:

Email:

Zone Case Number: **1139-B**

R95541

Recipient 6 of 16

COMMUNITY HOSPITAL OF LUBB INC

% SUMMIT HOSPITAL CORP

27442 PORTOLA PKWY

STE 200

FOOTHILL RANCH

CA 92610



City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by:      P&Z Case No.:      **1139-B**

In Favor      \_\_\_\_\_

Opposed        X  

**Reasons and/or Comments:**

As you may not be familiar, RMA Schools serve your most socio-economically at-risk high school students with dropout recovery and course-credit recovery services to convert dropouts into graduates ultimately. This process takes sacrifice and discipline from our staff and especially our students. While we recognize the value that entertainment venues such as the one proposed may provide to our community. However, in good faith, we cannot endorse its establishment within a stone's-throw distance of our campus if we consider the best interests of our students and their families. Should this request be approved, I share the concerns of my leadership team and other local establishments with whom we have already discussed the matter. Quite simply, the learning environment of our students will be impacted negatively by the temptation of distraction that is probable to accompany it, even outside of its operating hours.

Therefore, with the support of our neighboring businesses and concerned parents/families, Richard Milburn Academy offers for your consideration its strongest of recommendations that the request to allow a Nightclub on R86265 in Case 1139-B be DENIED.

Print Name      Armard Anderson

Signature:      

Address:      13003 Jones Maltberger Rd. San Antonio, TX. 78247

Address of Property Owned:      2333 50th St, Lubbock, TX 79412

Phone Number:      830-557-6181

Email:      Info@rma-tx.org

Zone Case Number:      **1139-B**      R27149

Recipient 3 of 16

RICHARD MILBURN ACADEMY/TEXAS INC  
13003 JONES MALTSBERGER RD

SAN ANTONIO      TX      78247

June 1, 2021

Planning and Zoning Commission  
City of Lubbock, TX Planning Dept.  
P.O. Box 2000, Lubbock, TX 79457

Honorable Commissioners,

My name is Armard Anderson, and I serve as the Superintendent of Richard Milburn Academy – Texas Public Schools. I am writing to you regarding item 4.1 Case 1139-B of the Planning and Zoning Commission Agenda for your meeting on June 3. The item mentioned above would allow a Nightclub to open roughly 100 feet from our High School at 2333 50th St, Lubbock, TX 79412.

RMA Schools serve some of Lubbock's most at-risk high school students by providing them with the opportunity to graduate through our dropout recovery program. This process takes sacrifice and *discipline* from our staff and especially our students. While we at RMA recognize the economic value entertainment venues such as the one proposed may provide to our community, we cannot endorse this business. Given the proximity to our campus, we do not consider a nightclub to be in the best interest of the students and families we serve.

Should this request be approved, I share the concerns of our staff, parents, and other community leaders with whom we have discussed this matter. Quite simply, we feel this establishment will negatively impact our students with the temptation and distraction that is probable to accompany such a business, even outside of its operating hours.

Therefore, with the support of our staff, concerned parents, and neighboring businesses, Richard Milburn Academy strongly urges the commission to consider the influence such and establishment would have on the students of this community. RMA request that you DENY R86265 in Case 1139-B.

Sincerely,



Armard Anderson  
RMA Superintendent

## Case Information: Zone Case 1139-B



**Allowable Uses:** [Commercial District \(C-4\)](#)

**Transportation:** The proposed development has points of access from University Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
University Avenue <i>Principal Arterial, Completed</i>	R.O.W. 110 feet, six-lane, divided, paved	R.O.W. 110 feet, six-lane, divided, paved

**Engineering Comments:** No comments.

**Public Works Comments:** No comments.

**Building Safety Comments:** No comments.

**Fire Marshal Comments:** No comments.

### Draft Planning and Zoning Commission Minutes

#### 4.1 Case 1139-B: Eric Valdez for Keystone Properties

Request for a zone change to Commercial District (C-4) with a Specific Use for a Nightclub from Local Retail District (C-2) at:

- 5015 University Avenue Suite 11-A, located east of University Avenue and south of 50th Street, Agee-Pharr Addition, the balance of Lot 1.

**PLANNER BAILEY SHILLINGS** stated there were sixteen (16) notifications sent out and one (1) returned in favor and nine (9) returned in opposition. The letters received in opposition are generally concerned about increased vagrancy and an unsafe environment for the neighborhood to the southeast. She explained the applicant will still need to go to City Council for a variance to the separation requirement from a school. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of the request.

**BOARDMEMBER JAMES BELL** asked how often zone cases are limited to a suite.

### PUBLIC HEARING

**APPLICANT ERIC VALDEZ** 5015 University Avenue Suite 11-A advised the property already has a TABC license, the new business will bring jobs to the area, and he has adequate staff to handle any situations.

**BOARDMEMBER DAN WILSON** asked what business is operating there currently. Applicant stated they are not operating now. Mr. Wilson stated he has seen ongoing renovations at the property. Applicant stated they are removing walls and painting at this time.

**ED AINSWORTH**, pastor of Generations Church at 5201 University, which is south of the subject property, advised their church has been there for 5 years and 8 months and feels vandalism of their property will continue if this request is approved. Additionally, litter is a problem and his main concern is on weekends and twice a week that they have activities for 5-11 year olds at the church. Youth also meet at the building and he does not want to put them at risk. You cannot legislate morality, but a nightclub should not be placed near a church and school. Children should be protected from those who are intoxicated and he wants to protect the property. He is concerned how property values will be affected, along with the nightclub bringing additional noise and traffic.

**BARRY BALLINGER**, 5010 University, West Texas Regional Chairman for Plains Capital Bank, advised he has worked at this branch for 44 years. There are 150 employees at this location. The shopping center has been C-2A or C-2 since 1963 and that zoning is appropriate. A nightclub will not promote health, safety, etc. and he disagrees with the staff assessment. The area continues to experience demographic changes, and he is having to employ police officers to protect employees, customers, and tenants in the parking lot. There have been several attempted assaults. He understands economic development, but this is the wrong place for this type of business and there would be no buffer between other uses. Of the 16 property owners who received notice, he has spoken with 13 (one being the bank) and all were opposed.

**DR. VICTOR CHAVEZ**, 5015 University, owns property at the southwest corner of the shopping center and has been there since 1982. There was a bar and grill previously that would be really busy and they would park in his lot. There would be trash, broken beer bottles, beer cans, etc. The shopping center does not clean their property. In the past 10 years he has seen deterioration of the area and more homeless people. They come into their office to use the public bathroom without permission. They leave paraphernalia in the floors. People will sit in the lobby to rest or charge their phones. They are not there to be seen by a doctor, but to protect themselves from the elements. No businesses or residents will benefit from this and there is no moral benefit. Why should the zoning change now?

**STEVEN FANNIN**, 2323 52nd Street, has owned the duplex on this property since 1970. He has two tenants, one moved in in 1988 and the other 1994. They are elderly and he keeps rent low so they can have a nice place to live. They are the first buffer from this property on 52<sup>nd</sup> and he is concerned about their safety. There are only a few duplexes and the rest of the properties are single family residences. He personally does not have an issue with bars or drinking, but this is not the right location. There are only 200 parking spaces in the entire lot and he is worried about overflow.

**GILBERT SALDANA**, 5015 University, advised he is the manager that will run the nightclub. Their hours of operation will not overlap with the other tenants in the shopping center. They will pick up trash and clean up anything their inconsiderate patrons have done. There are establishments like 7-11 and Family Dollar that sell beer and wine even closer to the school. It is time to evolve. The City has projected University to being an entertainment district. A TABC license is not a magnet to homeless people. His daughter graduated from Richard Millburn and he witnessed many fights in their parking lot and students smoking. The influence is everywhere. Everyone has to make their own decisions. A nightclub will not make anyone a bad person. The former bar and grill sold very little food if any. They are trying to do the right thing. He has zero violations with TABC, a strict policy to prohibit violence, and a great staff.

**CHAIR ZACH SAWYER** advised this does impact the surrounding area, as you are increasing the capacity on the area, parking, etc, and you have to consider hours of operation. It is already a dense area.

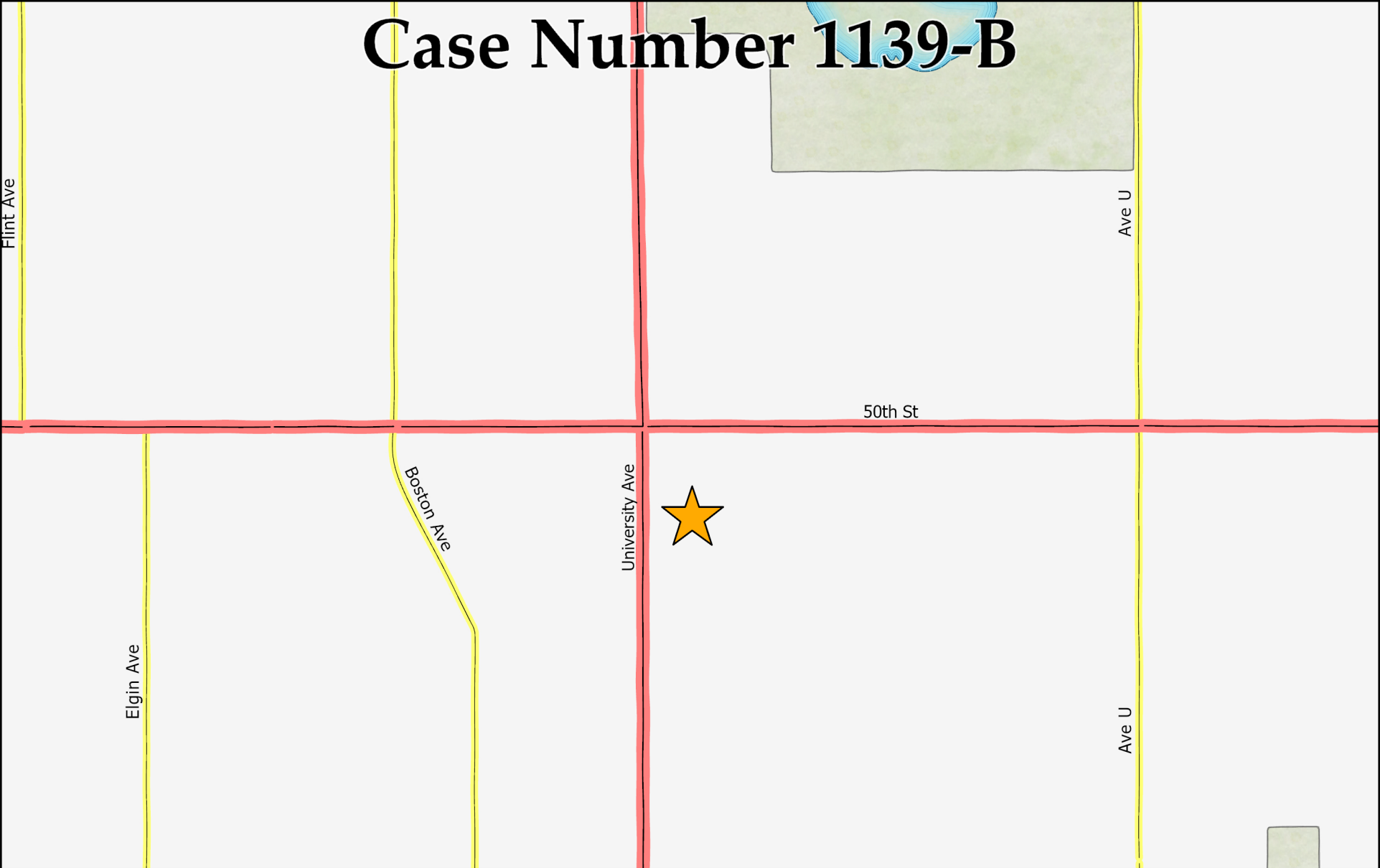
**BOARDMEMBER DAN WILSON** understands the staff discussion of entertainment and the Comprehensive Plan, but he is concerned about the proximity to the church, residential, and school. He is also concerned about inserting C-4 into a shopping center, which would stay with the property. Feels like this is not the correct location for a nightclub and he sees more negative than positive with this case.

**BOARDMEMBERS JAMES BELL** and **TANNER NOBLE** are concerned about rezoning just one suite and not the whole shopping center, and setting a precedent. What would happen if they wanted to expand more? Since they have approved should they be approved again?

**BOARDMEMBER ABEL HERNANDEZ** advised this would allow a gathering of people with on premise alcohol sales and he is concerned about the proximity to the church and school.

In the matter of **Zone Case 1139-B** a motion was made by **DAN WILSON** and seconded by **JAMES BELL** to approve the case as presented. The Commission members voted 0 (in favor) to 5 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.

# Case Number 1139-B



## Collector

- Completed
- Partial
- Future

## Minor Arterial

- Completed
- Partial
- Future

## Modified Arterial

- Partial
- Future

## Principal Arterial

- Completed
- Partial
- Future

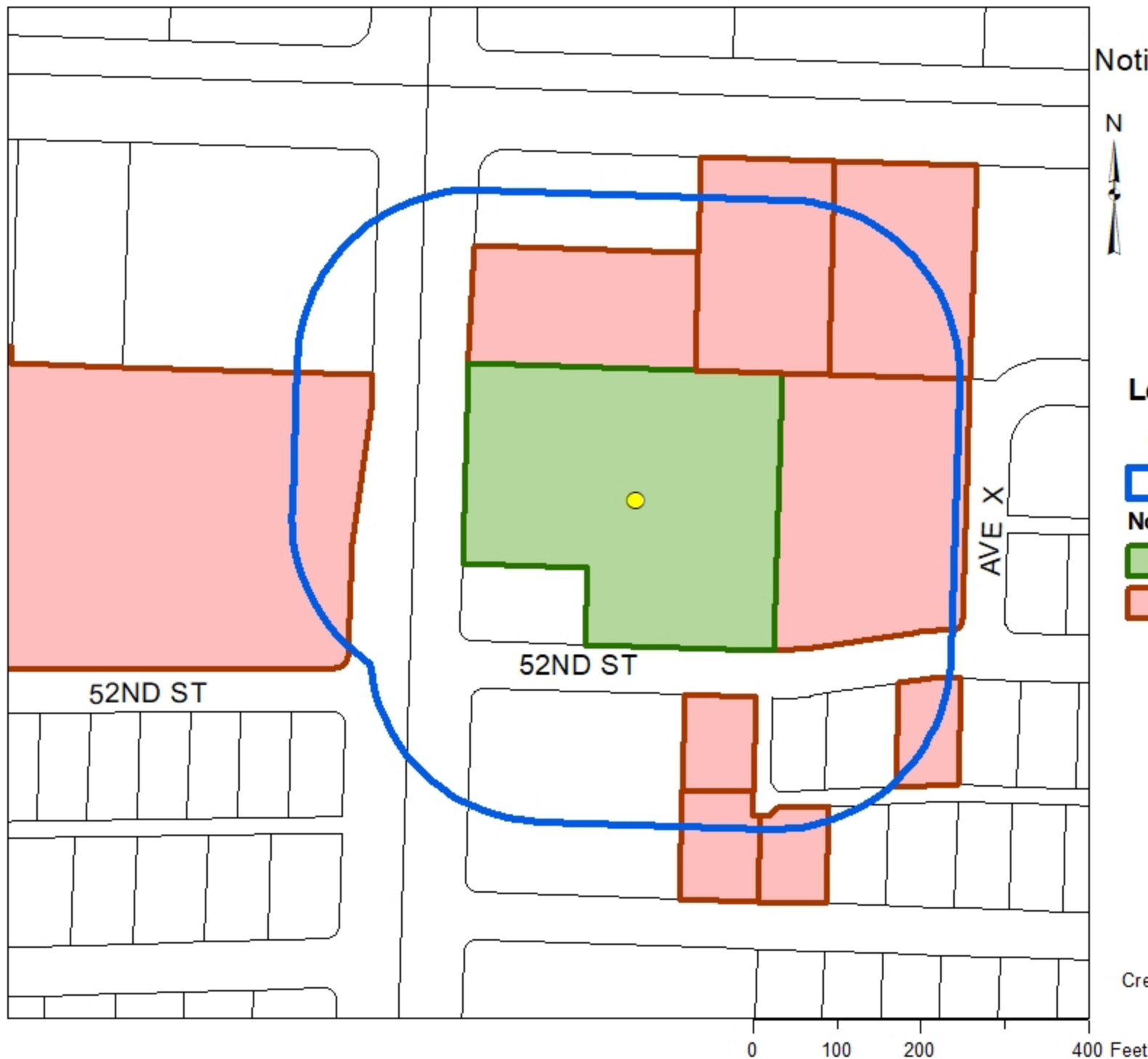
## Freeway

- Completed
- Partial
- Proposed Outer Loop





# PZC Mailout Notifications Received



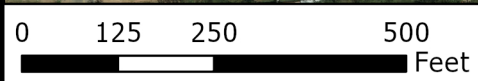
## Legend

- LocatorPnt1139\_B
- MailoutBuffer1139\_B
- Notification Result**
  - In Favor
  - Opposed

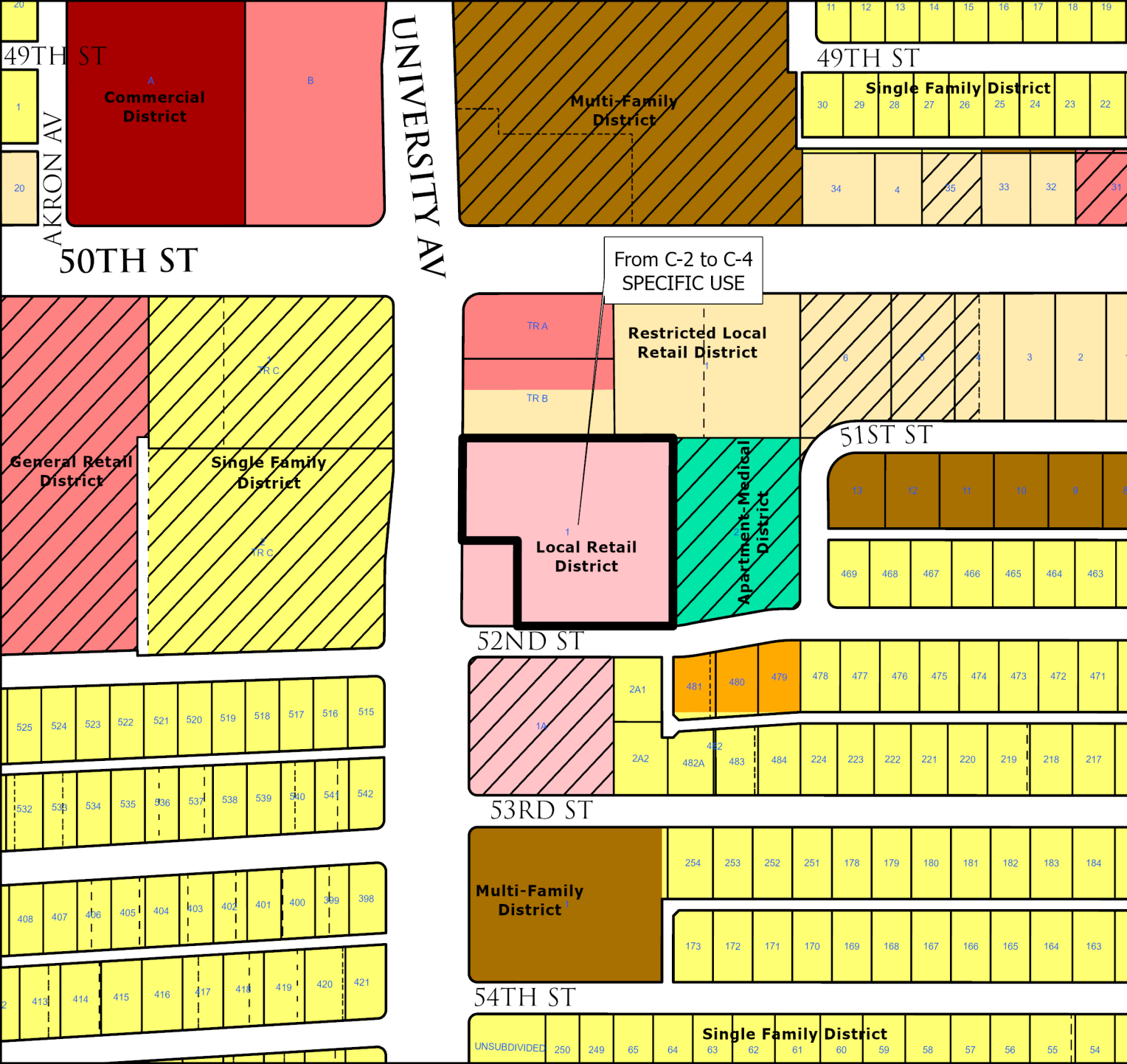
Created by Planning Department  
Date: 6/3/2021



# Case Number 1139-B





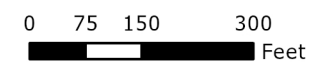


# Current Zoning 1139-B

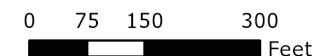


## Zoning Districts

- Apartment-Medical Specific Use
- Restricted Local Retail
- Restricted Local Retail Specific Use
- Local Retail
- Local Retail Specific Use
- General Retail
- General Retail Specific Use
- Commercial
- Single Family
- Single Family Specific Use
- Two Family
- Multi-Family
- Multi-Family Specific Use



1



## Zone Case 1139-B



View east. Subject Site.



View north.



View west.



View south.



Lubbock Planning Department  
PO Box 2000 / 1314 Avenue K  
Lubbock, TX 79457  
**APPLICATION FOR ZONING CHANGE**

**Project Information**

Location or Address: 5015 University Ave Suite 11A  
Lots/Tracts: \_\_\_\_\_  
Survey & Abstract: \_\_\_\_\_  
Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: \_\_\_\_\_  
Existing Land Use: Shopping Center Existing Zoning: C-2  
Requested Zoning: C-4 , Specific use for Nightclub at Suite 11A  
If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

**Representative/Agent Information (if different from owner)**

Firm Name: \_\_\_\_\_  
Name: ERIC VALDEZ  
Address: 5015 UNIVERSITY AVE STE 11A City: LUBBOCK State: TX  
ZIP Code: 79413 Telephone: 806-632-3700 Email: ~~ERIC@TMDAMP3.NHLL.COM~~  
Applicant's Signature: Eric Valdez  
Date: 3/26/21 Printed Name: ERIC VALDEZ

**Owner Information**

Firm Name: KEYSTONE PROPERTIES  
Owner: KEYSTONE PROPERTIES  
Address: P.O. BOX 70 City: LUBBOCK State: TX  
ZIP Code: 79408 Telephone: 806-747-3104 Email: SHOPPING CENTER OFFICE @ GMAIL .COM  
Property Owner's Signature: Mike Pritchett  
Date: 3/25/21 Printed Name: MIKE PRITCHETT

**Preparer Information**

Preparer's Signature: \_\_\_\_\_  
Date: \_\_\_\_\_ Printed Name: \_\_\_\_\_

**For City Use Only**

Zone Case No: \_\_\_\_\_ Planning and Zoning Commission Date: \_\_\_\_\_  
Request for zoning change from: \_\_\_\_\_ To: \_\_\_\_\_  
Lots: \_\_\_\_\_ Blocks: \_\_\_\_\_  
Addition: \_\_\_\_\_

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at [cityplanning@mylubbock.us](mailto:cityplanning@mylubbock.us).

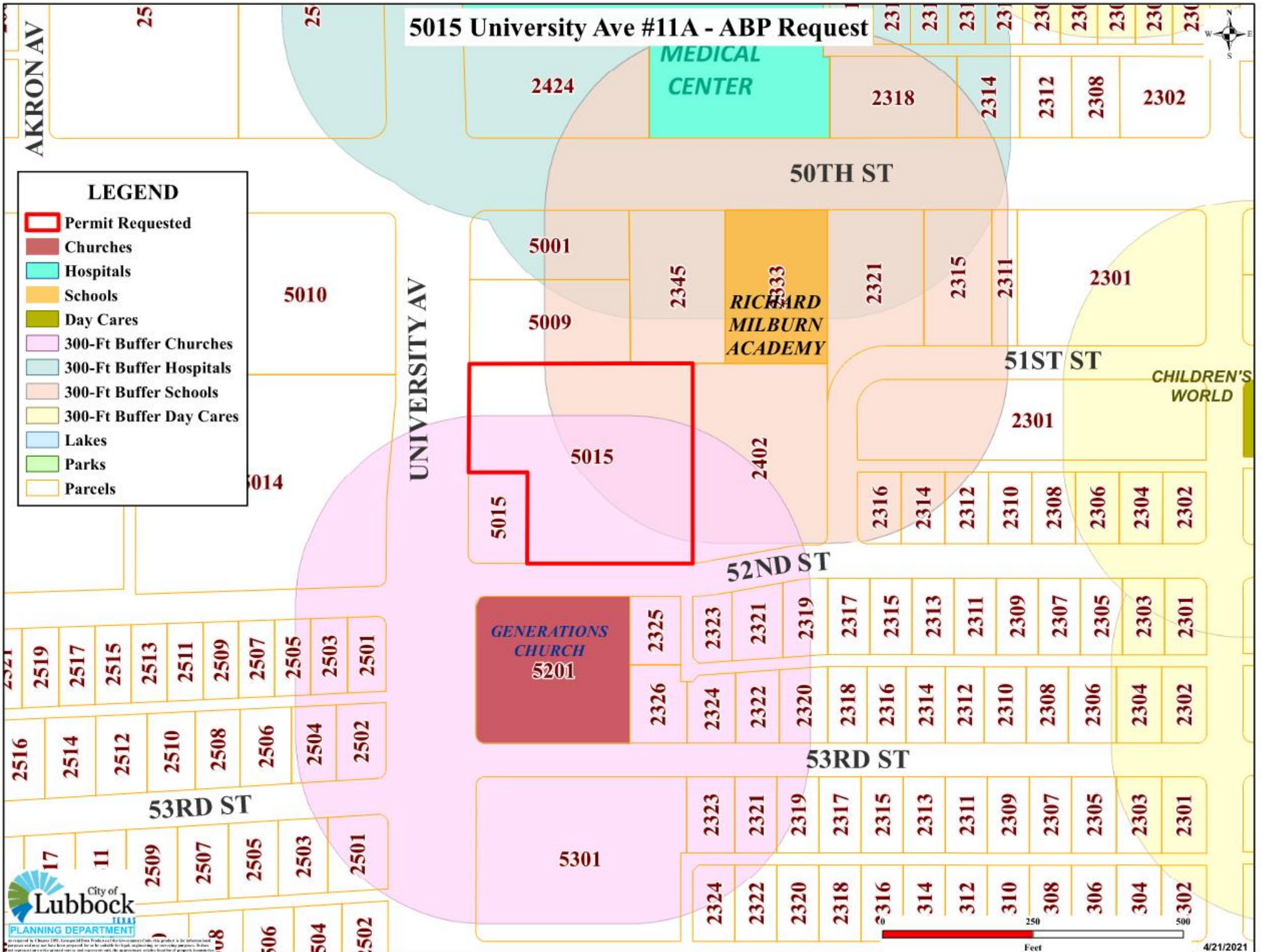


# 5015 University Ave #11A - ABP Request

AKRON AV

## LEGEND

- Permit Requested
- Churches
- Hospitals
- Schools
- Day Cares
- 300-Ft Buffer Churches
- 300-Ft Buffer Hospitals
- 300-Ft Buffer Schools
- 300-Ft Buffer Day Cares
- Lakes
- Parks
- Parcels



City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **1139-B**

In Favor ☒

Opposed ☐

Reasons and/or Comments:

Print Name MIKE RITCHIE

Signature: [Signature]

Address: P.O. Box 70

Address of Property Owned: 5015 UNIVERSITY

Phone Number: 806-747-3104

Email: ~~MIKE.RITCHIE@LUBBOCKTX.GOV~~ SHOPPINGCENTEROFFICE@GMAIL.COM

Zone Case Number: **1139-B**  
KEYSTONE PROPERTIES  
702 TEXAS AVE

R86265

Recipient 1 of 16

LUBBOCK

TX 79401-1814

**RECEIVED**  
APR 27 2021  
BY: \_\_\_\_\_

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **1139-B**

*In Favor* \_\_\_\_\_

*Opposed* XX

**Reasons and/or Comments:**

We do not believe this zoning change would result in a benefit to our business, the real estate values where our business is located, or the surrounding neighborhood.

Print Name Barry Ballinger, West Texas Region Chairman  
Signature:   
Address: 5010 University Ave. (P. O. Box 271) Lubbock, Tx. 79413  
Address of Property Owned: 5010 University  
Phone Number: (806) 791-7241  
Email: bballinger@plainscapital.com

Zone Case Number: **1139-B**

R99973

Recipient 6 of 16

PLAINS CAPITAL BANK

PO BOX 271

LUBBOCK

TX 79408-0271

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

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In Favor ☐

Opposed ☒

Reasons and/or Comments:

Print Name: SALMAN AHMAD  
Signature: [Signature]  
Address: 118 N OAKRIDGE AVE, LUBBOCK, TX 79416  
Address of Property Owned: 2345 50th ST, LUBBOCK, TX 79412  
Phone Number: 806-438-2100  
Email: salmandoc4@gmail.com.

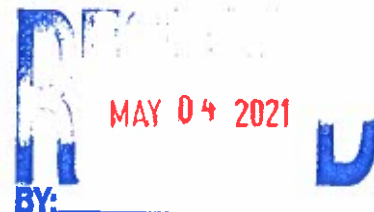
Zone Case Number: **1139-B**  
AHMAD REALTY CORP LLC  
118 N OAK RIDGE AVE

R27172

Recipient 14 of 16

LUBBOCK

TX 79416



City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **1139-B**

In Favor

Opposed



Reasons and/or Comments:

There are already enough issues in this area of town i.e. homelessness that local homeowners have to deal with. We just don't believe this is the best area for this type of business.

Print Name

LBK Plaza

Signature:

[Signature]

Address:

5009 University

Address of Property Owned:

5009 University

Phone Number:

(806) 786-2967

Email:

melany@lbkplaza.com

Zone Case Number: **1139-B**

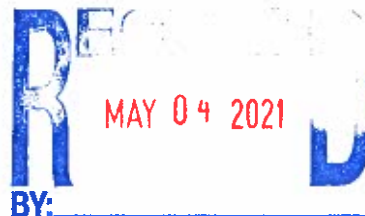
R125525

Recipient 5 of 16

LBK PLAZA LLC  
PO BOX 64361

LUBBOCK

TX 79464





City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **1139-B**

In Favor

Opposed

X

Reasons and/or Comments:

THERE HAVE ALREADY BEEN several night clubs here and not been successful but brought lots of traffic to the neighborhood and fights in the parking lot. I have children and traffic in and out of there makes it more dangerous for them. The neighborhood has finally been quiet with less, craziness of drunk people up and down that street. Except for a missing stop sign on 52nd & Ave X where everyone runs that corner it's been pretty family oriented and quiet, safe for the most part.

Print Name

Patricia Garza

Signature:

*Patricia Garza*

Address:

2319 52nd, Lubbock Tx 79412

Address of Property Owned:

2319 52nd St.

Phone Number:

806-678-8478

Email:

miaj23@yahoo.com

Zone Case Number: **1139-B**

R67270

Recipient 3 of 16

GARZA, PATRICIA ANN

2319 52ND ST



City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

In mail box 7/19/21  
no envelope, no stamp

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **1139-B**

In Favor

Opposed

Reasons and/or Comments:

MOSTLY FAMILIES LIVE IN THIS NEIGHBORHOOD.  
WE HAVE CONCERNS ABOUT THE PROBLEMS ALCOHOL  
HAVE A TENDENCY TO CAUSE WITH SOME CUSTOMERS TO  
THIS TYPE OF ESTABLISHMENT; LATE NIGHT NOISE AND  
ALTERCATIONS INSIDE AND OUTSIDE.

Print Name: WEBB CORBIN  
Signature: WEBB CORBIN  
Address: 2324 53RD STREET LUBBOCK, TX 79412  
Address of Property Owned: SAME  
Phone Number: 806-416-0722  
Email: webbcorbin@gmail.com

Zone Case Number: **1139-B** R67351  
CORBIN, WEBB  
2324 53RD ST

LUBBOCK TX 79412-2524



City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **1139-B**

In Favor

Opposed



Reasons and/or Comments:

The current usage for 2402 52<sup>nd</sup> is the Community Plaza of single-story multi structure offices (some detached) for small businesses and start-ups. The layout is similar to an old, Southwest Town Plaza providing easy, off street access for customers and vehicles. This is compatible with the existing residential neighborhood as well as the local small business retail along University Avenue.

The proposed usage for a Nightclub is not compatible with our small business usage; and would impact our leasing business as well as impacting all of our existing (small business) tenants. We request that the zoning change not be approved.

Print Name: GBJ Venture LLC by G.B. Buck, Manager  
Signature: [Handwritten Signature]  
Address: 675 Blackhawk Dr., Colorado Springs, CO 80919  
Address of Property Owned: 2402 52<sup>nd</sup> Street, Lubbock TX 79412  
Phone Number: 719-531-5615  
Email: gbbnova@aol.com

Zone Case Number: **1139-B**

R86292

Recipient 8 of 16

GBJ VENTURE LLC  
675 BLACKHAWK DR

COLORADO SPRINGS

CO 80919

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **1139-B**

In Favor

Opposed



Reasons and/or Comments:

we do not need a night club in this area.  
we are attempting to keep the neighborhood  
as nice as we can. There is also a church,  
school, and nursing home in the close proximity.  
please don't bring our neighborhood down to  
a dangerous level.

Print Name

Signature:

Address:

Address of Property Owned:

Phone Number:

Email:

Rog Roger Morrow  
Rog  
2325 52nd - 5301 University  
2325 52nd  
806-790-0293  
rog.morrow@shcglobal.net

Zone Case Number: **1139-B**

R95541

Recipient 6 of 16

COMMUNITY HOSPITAL OF LUBB INC

% SUMMIT HOSPITAL CORP

27442 PORTOLA PKWY

STE 200

FOOTHILL RANCH

CA 92610

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by:      P&Z Case No.:      **1139-B**

In Favor      \_\_\_\_\_

Opposed        X  

**Reasons and/or Comments:**

As you may not be familiar, RMA Schools serve your most socio-economically at-risk high school students with dropout recovery and course-credit recovery services to convert dropouts into graduates ultimately. This process takes sacrifice and discipline from our staff and especially our students. While we recognize the value that entertainment venues such as the one proposed may provide to our community. However, in good faith, we cannot endorse its establishment within a stone's-throw distance of our campus if we consider the best interests of our students and their families. Should this request be approved, I share the concerns of my leadership team and other local establishments with whom we have already discussed the matter. Quite simply, the learning environment of our students will be impacted negatively by the temptation of distraction that is probable to accompany it, even outside of its operating hours.

Therefore, with the support of our neighboring businesses and concerned parents/families, Richard Milburn Academy offers for your consideration its strongest of recommendations that the request to allow a Nightclub on R86265 in Case 1139-B be DENIED.

Print Name      Armard Anderson

Signature:      

Address:      13003 Jones Maltberger Rd. San Antonio, TX. 78247

Address of Property Owned:      2333 50th St, Lubbock, TX 79412

Phone Number:      830-557-6181

Email:      Info@rma-tx.org

Zone Case Number:      **1139-B**      R27149

Recipient 3 of 16

RICHARD MILBURN ACADEMY/TEXAS INC  
13003 JONES MALTSBERGER RD

SAN ANTONIO      TX      78247

June 1, 2021

Planning and Zoning Commission  
City of Lubbock, TX Planning Dept.  
P.O. Box 2000, Lubbock, TX 79457

Honorable Commissioners,

My name is Armard Anderson, and I serve as the Superintendent of Richard Milburn Academy – Texas Public Schools. I am writing to you regarding item 4.1 Case 1139-B of the Planning and Zoning Commission Agenda for your meeting on June 3. The item mentioned above would allow a Nightclub to open roughly 100 feet from our High School at 2333 50th St, Lubbock, TX 79412.

RMA Schools serve some of Lubbock's most at-risk high school students by providing them with the opportunity to graduate through our dropout recovery program. This process takes sacrifice and *discipline* from our staff and especially our students. While we at RMA recognize the economic value entertainment venues such as the one proposed may provide to our community, we cannot endorse this business. Given the proximity to our campus, we do not consider a nightclub to be in the best interest of the students and families we serve.

Should this request be approved, I share the concerns of our staff, parents, and other community leaders with whom we have discussed this matter. Quite simply, we feel this establishment will negatively impact our students with the temptation and distraction that is probable to accompany such a business, even outside of its operating hours.

Therefore, with the support of our staff, concerned parents, and neighboring businesses, Richard Milburn Academy strongly urges the commission to consider the influence such and establishment would have on the students of this community. RMA request that you DENY R86265 in Case 1139-B.

Sincerely,



Armard Anderson  
RMA Superintendent



## Regular City Council Meeting

7. 2.

Meeting Date: 06/22/2021

---

### Information

#### Agenda Item

**Public Hearing - Planning:** Consider a request for Zone Case 2011-I, a request of Asken Properties, LLC for Frenship Independent School District, for a zone change from Light Manufacturing District (M-1) to High-Density Apartment District (A-2) at 6401 43rd Street, located east of Milwaukee Avenue and north of 43rd Street, Santa Fe Park Addition, Lot 14, and consider an ordinance.

#### Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on June 3, 2021, and recommended approval of the request by a unanimous vote.

#### Fiscal Impact

None

#### Staff/Board Recommending

Jesica McEachern, Assistant City Manager  
Bryan Isham, Director of Planning  
Planning and Zoning Commission

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### Attachments

Ordinanace 2011-I  
Staff Report 2011-I  
Documentation 2011-I

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 2011-I; A ZONING CHANGE FROM M-1 TO A-2 ZONING DISTRICT AT 6401 43RD STREET, LOCATED EAST OF MILWAUKEE AVENUE AND NORTH OF 43RD STREET, SANTA FE PARK ADDITION, LOT 14, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.**

**WHEREAS**, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

**WHEREAS**, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

**WHEREAS**, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

**WHEREAS**, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

**ZONE CASE NO. 2011-I**

**SECTION 1. THAT** Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **M-1** to **A-2** zoning district at **6401 43rd Street, located east of Milwaukee Avenue and north of 43rd Street, Santa Fe Park Addition, Lot 14**, City of Lubbock, Lubbock County, Texas.

**SECTION 2. THAT** violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

**AND IT IS SO ORDERED.**

Passed by the City Council on first reading on \_\_\_\_\_.

Passed by the City Council on second reading on \_\_\_\_\_.

\_\_\_\_\_  
**DANIEL M. POPE, MAYOR**

**ATTEST:**

\_\_\_\_\_  
Rebecca Garza, City Secretary

**APPROVED AS TO CONTENT:**



Bryan Isham, Director of Planning

**APPROVED AS TO FORM:**



Amy Sims, Deputy City Attorney

vw/cityatt/Kelli/ZoneCase/ZC2011-I  
June 3, 2021

Staff Report		Zone Case 2011-I
City Council Meeting		June 22, 2021

**Applicant** Asken Properties

**Property Owner** Frenship Independent School District

**Council District** 6

**Recommendations**

- Staff recommends Approval.

**Prior Board or Council Action**

- September 11, 1958: This property was annexed through Ordinance No. 002535 and zoned Single Family District (R-1).
- January 28, 1985, Zone Case 2011-A: This property was rezoned from Single-Family District (R-1) and Family Apartment (A-1) to Two Family (R-2) and Light Manufacturing (M-1) through Ordinance No. 008711.
- June 3, 2021, Zone Case 2011-I: The Planning and Zoning Commission recommended approval of a zone change from Light Manufacturing District (M-1) to High-Density Apartment District (A-2) by a vote of 5-0-0.

**Notification Summary**

- Notifications Sent: 37
- Received In Favor: 3
- Received In Opposition: 2 (1 of which is outside the 200 foot notification boundary)

**Site Conditions and History**

The subject property was annexed in 1958 and has since remained undeveloped.

**Adjacent Property Development**

The property to the east is zoned Light Manufacturing District (M-1) and remains vacant. The property to the west is zoned General Retail District (C-3) and remains vacant, with a church to the south. The property to the north is zoned Single-Family District (R-1) and is developed with homes. The property to the south is zoned M-1 and is developed with a school.

**Zoning Request and Analysis**

***Item Summary***

The subject property is addressed as 6401 43<sup>rd</sup> Street and is located east of Milwaukee Avenue and north of 43<sup>rd</sup> Street, Santa Fe Park Addition, Lot 14. The applicant requests a zone change from M-1 to A-2, with the intent to construct apartments.

**Current zoning:** Light Manufacturing District (M-1)

**Requested zoning:** High-Density Apartment District (A-2)

### *Intent Statements*

The intent of the proposed A-2 zoning is, "...to promote high-density multi-family developments and compatible land uses in harmony with lower-density uses. The regulations are designed to provide the occupants with safe and convenient housing within an aesthetically pleasing environment in proper relationship to adjacent land uses.

The intent of the current M-1 zoning is "...to provide for light industrial uses and those commercial uses requiring outside storage and display. The regulations are designed to provide for a mixture of heavy commercial and light industrial or manufacturing uses with proper standards to encourage attractive working areas for citizens."

### *Traffic Network/Infrastructure Impacts*

The proposed rezoning location will be along Milwaukee Avenue, which is designated as a Principle Arterial, and 43<sup>rd</sup> Street, which is designated as a proposed Collector by the Master Thoroughfare Plan, 2018. Both of these types of roads allows for an efficient and highly connected means of transportation by limiting trip lengths throughout the City and providing multiple route options for roadway users.

### *Compatibility with Surrounding Property*

The proposed zoning is compatible with the surrounding area and will not change the character of the existing development. The proposed use is for the development for apartments.

### *Conformance with Comprehensive Plan Principles and Future Land Use Map*

The principles outlined in the Comprehensive Plan designates this area for "Commercial" land uses and notes that land uses in these areas can take numerous forms depending on context. The level of intensity for A-2 is appropriate for this area. The Future Land Use Plan designates the surrounding properties for Commercial use. Although the A-2 zoning is not consistent with the Future Land Use Plan, it is appropriate next to the established residential use to the north and the school to the south of the subject property.

### *Conformance with Zoning Ordinance*

The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other residential and commercial uses that are already established.

### *Suitability of Property for Allowed Uses*

The property is suitable for the proposed uses and will not need additional public improvements to support the intensity of uses described in the A-2 zoning district.

### **Attachments**

- A. Case Information
- B. Thoroughfare Plan Map
- C. Notification Map
- D. Aerial Map
- E. Zoning Map
- F. Future Land Use Map
- G. Photos
- H. Application and supporting documentation
- I. Response Letters

### **Staff Contacts**

Ashley Vasquez  
Planner  
Planning Department  
806-775-2107

[ashleyvasquez@mylubbock.us](mailto:ashleyvasquez@mylubbock.us)

Kristen Sager  
Planning and Zoning Manager  
Planning Department  
806-775-2109

[ksager@mylubbock.us](mailto:ksager@mylubbock.us)

## Case Information: Zone Case 2011-I



**Allowable Uses:** [High Density Apartment A-2](#)

**Transportation:** The proposed development has points of access from Milwaukee Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Milwaukee Avenue, <i>Principal Arterial, Completed</i>	R.O.W. 110 feet, five-lane, undivided, paved	R.O.W. 110 feet, five-lane, undivided, paved

**Engineering Comments:** No comments.

**Public Works Comments:** No comments.

**Building Safety Comments:** No comments.

**Fire Marshal Comments:** No comments.

### Draft Planning and Zoning Commission Minutes

#### 4.2 **Case 2011-I:** Asken Properties, LLC for Frenship Independent School District

Request for a zone change to High-Density Apartment District (A-2) from Light Manufacturing District (M-1) at:

- 6401 43rd Street, located east of Milwaukee Avenue and north of 43rd Street, Santa Fe Park Addition, Lot 14.

**PLANNER ASHLEY VASQUEZ** stated there were thirty-seven (37) notifications sent out and we received three (3) in favor and one (1) in opposition, which stated concerns of increased crime, noise, traffic, and lower property values. Staff shared the report and maps of the subject property. Staff recommends approval of the request.

**OLIVER NASIELL** 3420 Milwaukee Avenue Unit 1011 is working with the Frenship District and they really like the idea of multifamily homes in this location.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 2011-I** a motion was made by **JAMES BELL** seconded by **ABEL HERNANDEZ** to approve the case as presented and the Commission members voted 5 (in favor) to 0 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.



# Case Number 2011-I



## Collector

- Completed
- Partial
- Future

## Minor Arterial

- Completed
- Partial
- Future

## Modified Arterial

- Partial
- Future

## Principal Arterial

- Completed
- Partial
- Future

## Freeway

- Completed
- Partial
- Proposed Outer Loop



# PZC Mailout Notifications Received



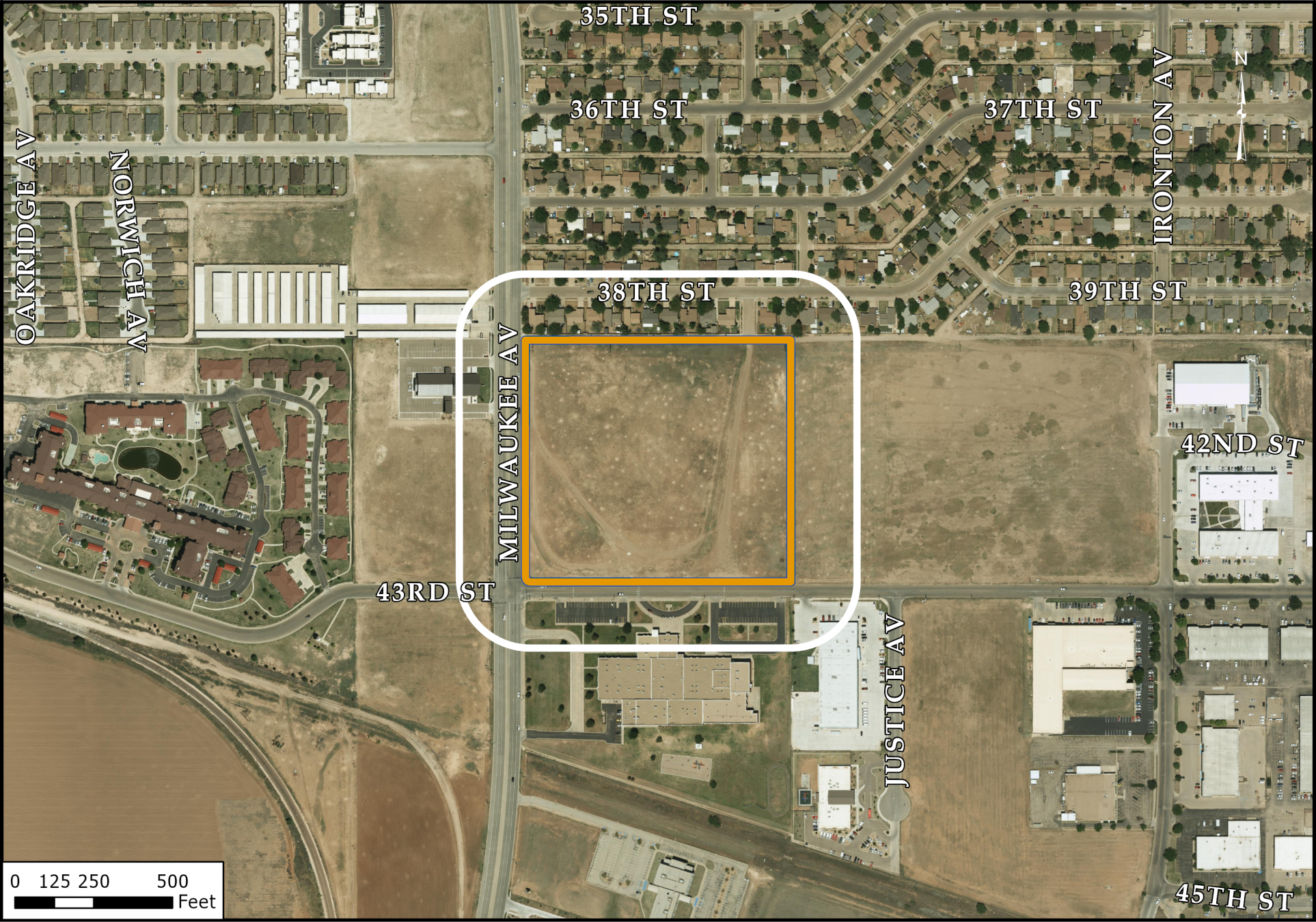
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- MailoutBuffer2011\_I
- <all other values>
- Notification Result**
  - In Favor
  - No Feedback
  - Opposed

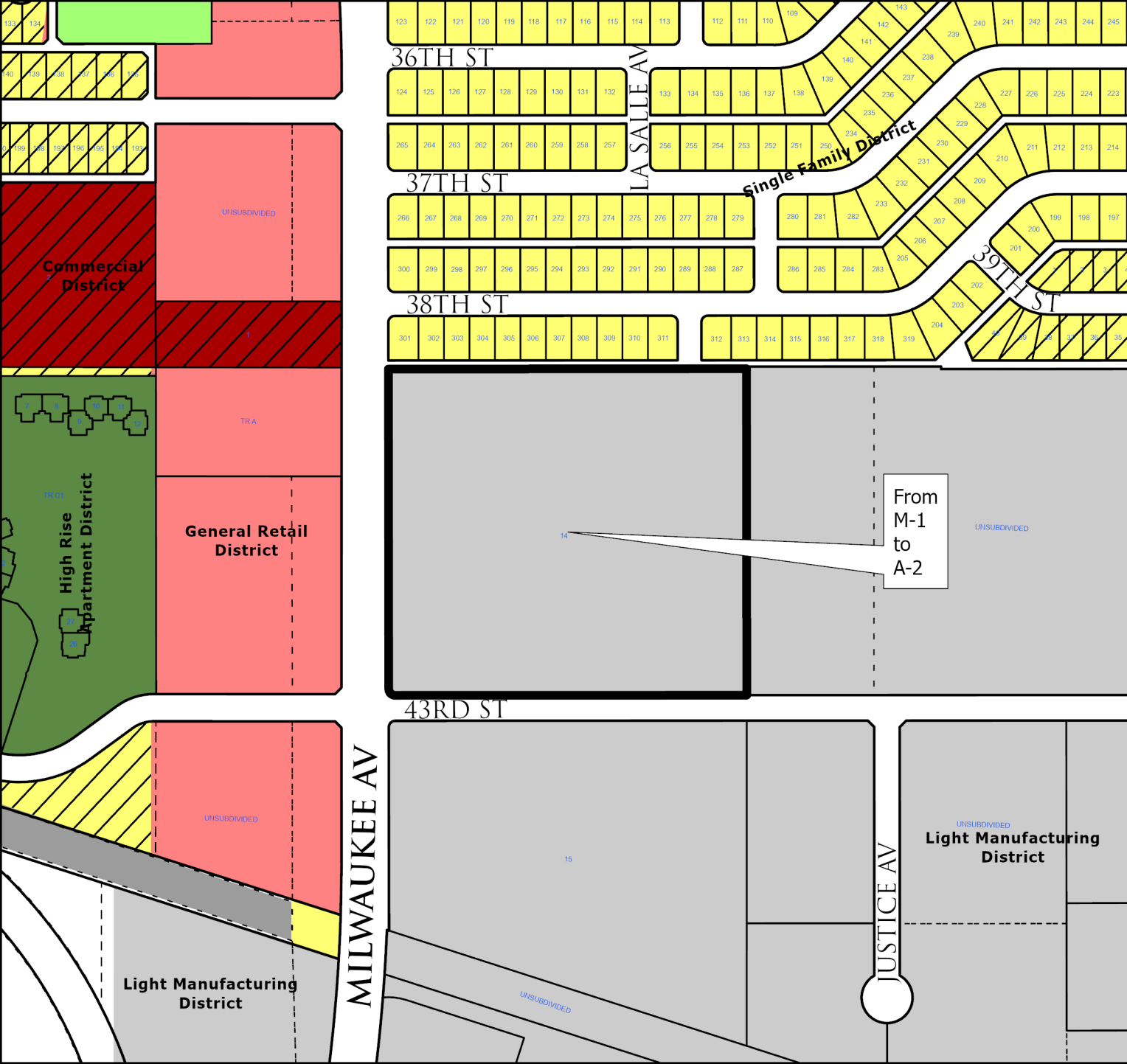
Created by Planning Department  
Date: 6/3/2021



# Case Number 2011-I





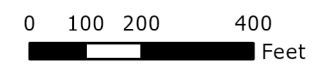


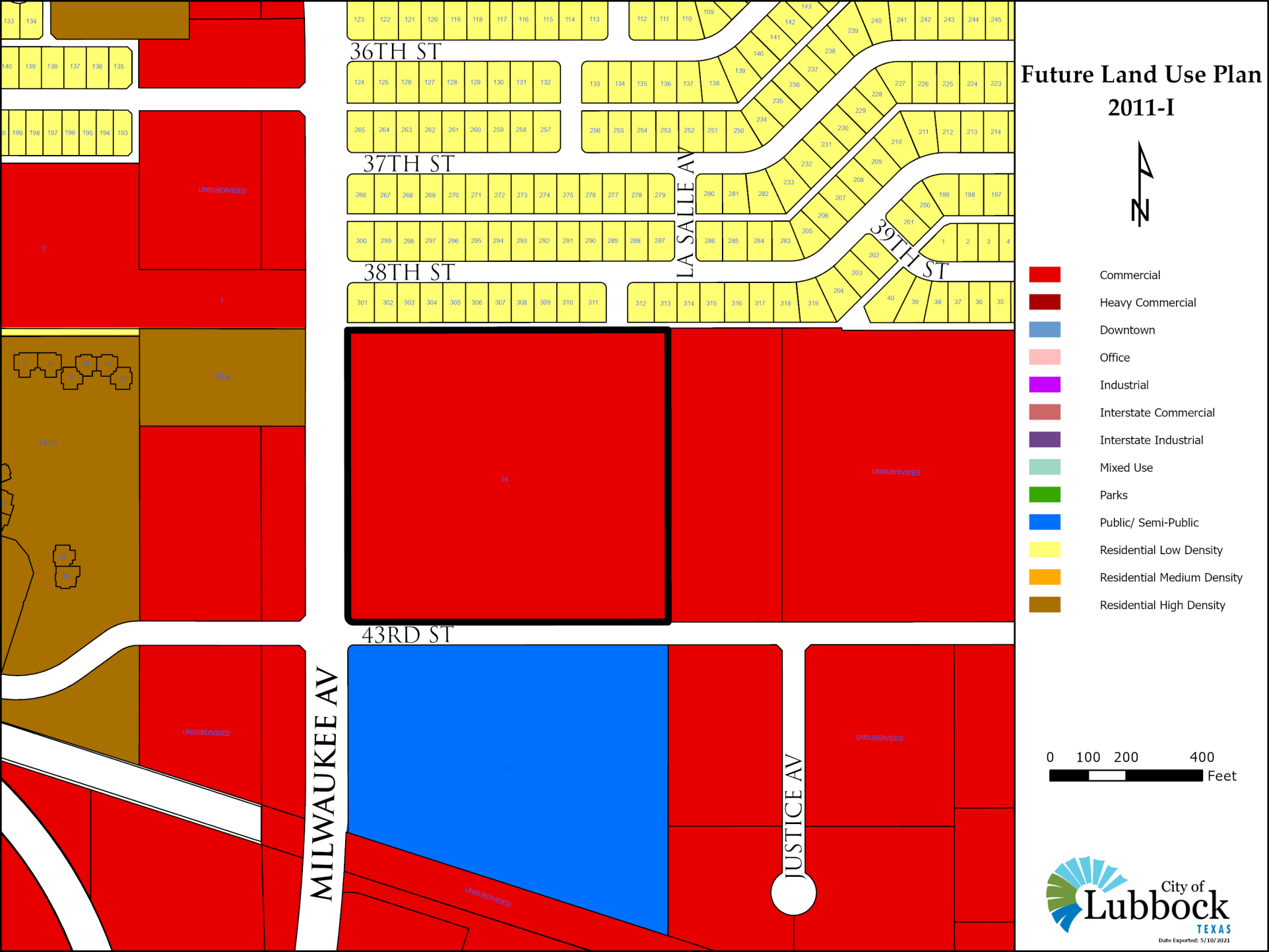
# Current Zoning 2011-I



## Zoning Districts

- High Density Apartment
- High Rise Apartment
- General Retail
- Commercial Specific Use
- Light Manufacturing
- Heavy Manufacturing
- Single Family
- Single Family Specific Use
- Transitional





2011-I



Subject property view to the north.



View to the east.



View to the west.



View to the south.





Lubbock Planning Department  
PO Box 2000 / 1314 Avenue K  
Lubbock, TX 79457  
**APPLICATION FOR ZONING CHANGE**

**Project Information**

Location or Address: 6401 43rd st Lubbock, TX. 79407  
Lots/Tracts: Lot 14 Santa Fe Park  
Survey & Abstract: See Attachment  
Metes and Bounds Attached: Yes ☒ No ☐ Total Acreage of Request: 14.846  
Existing Land Use: Real Property Existing Zoning: Light Manufacturing District (M-1)  
Requested Zoning: High- Density Apartment District (A-2)  
If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☒

**Representative/Agent Information (if different from owner)**

Firm Name: Asken Properties, LLC  
Name: Joshua DeShazo  
Address: 3420 Milwaukee Ave City: Lubbock State: TX  
ZIP Code: 79407 Telephone: 8067296998 Email: josh@asken.com  
Applicant's Signature: Joshua A. DeShazo  
Date: 4/28/21 Printed Name: Joshua DeShazo

**Owner Information**

Firm Name: Frenship Independent School District  
Owner: Frenship Independent School District  
Address: 501 7th St City: Wolfforth State: TX  
ZIP Code: 79382 Telephone: 8068660963 Email: twilliams@frenship.us  
Property Owner's Signature: Tim Williams (Frenship ISD Assistant Superintendent of Operations)  
Date: 4/28/21 Printed Name: Tim Williams

**Preparer Information**

Preparer's Signature: Joshua A. DeShazo  
Date: 4/28/21 Printed Name: Joshua DeShazo

**For City Use Only**

Zone Case No: \_\_\_\_\_ Planning and Zoning Commission Date: \_\_\_\_\_  
Request for zoning change from: \_\_\_\_\_ To: \_\_\_\_\_  
Lots: \_\_\_\_\_ Blocks: \_\_\_\_\_  
Addition: \_\_\_\_\_

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at [cityplanning@mylubbock.us](mailto:cityplanning@mylubbock.us).

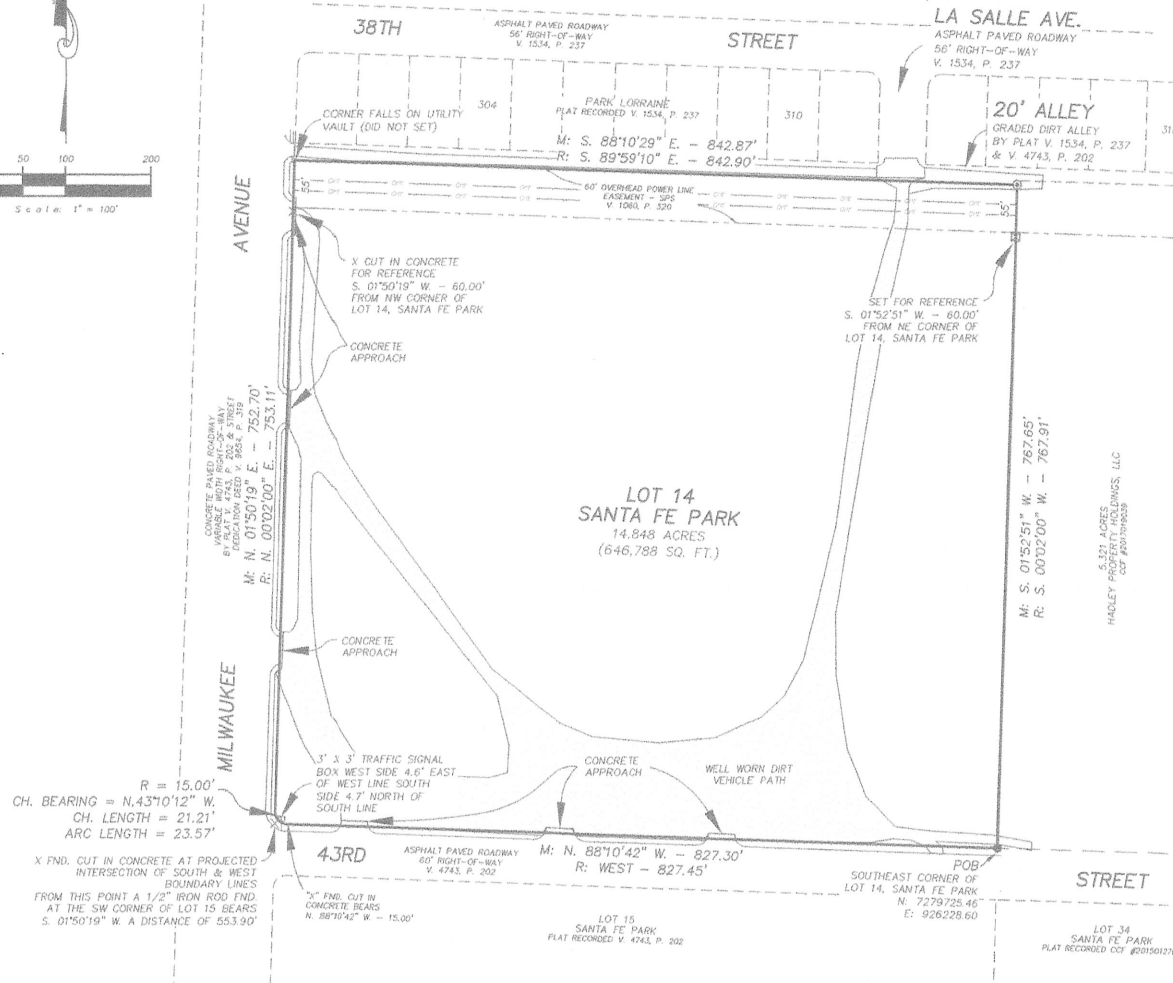
## **APPLICATION FOR ZONING CHANGE ATTACHMENT**

### **Survey and Abstract:**

**Lot 14, Santa Fe Park, an Addition to the City of Lubbock, Lubbock County, Texas,  
according to the map, plat and/or dedication deed thereof recorded in Volume 4743, P  
202, Official Real Property Records of Lubbock County, Texas**

# LOT 14 SANTA FE PARK

AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS  
ACCORDING TO THE PLAT RECORDED IN VOLUME 4743, PAGE 202.  
OFFICIAL REAL PROPERTY RECORDS OF LUBBOCK COUNTY, TEXAS.



## NOTE:

- ⑥ = Found 1/2" iron rod w/ yellow cap "HR&ASSOC" (PMRD/CM)
- ⑦ = Set 1/2" iron rod w/ blue cap "CHT RPLS 6460"
- = Found 1/2" iron rod (PMRD/CM)
- P.O.B. = Point of Beginning
- CM = Controlling Monument
- PMRD = Physical Monument of Record Dignity
- M = Measured Bearings and Distances
- R = Record Bearings and Distances

Measured Bearings are grid and relative to the Texas Coordinate System  
TXNC Zone 4202, NAD 83 (CORS96).  
Records Bearings are base on record plat of Tract 14, Santa Fe Park  
Distances are ground, U.S. Survey Feet.  
Area is surface area, U.S. Survey Feet.  
This survey is subject to any facts which may be disclosed by a full and accurate title search. A title commitment was not provided to this surveyor prior to completion of this survey.

EXISTING EASEMENTS not shown hereon:

Blanket garbage collection easement by plat V. 4743, P. 202

Blanket underground utility easement and transformer pad easement to Southwestern Public Service Company and Lubbock Power and Light Company as required for service plat V. 4743, P. 202

Blanket underground utility easement to Southwestern Bell Telephone Company and Energas Company as required for service per plat V. 4743, P. 202

FIELD NOTES for a 14.848 Acre (646,788 Sq. Ft.) tract of land being all of Lot 14, Santa Fe Park, an Addition to the City of Lubbock, Lubbock County, Texas according to the map, plat and/or dedication deed thereof recorded in Volume 4743, P. 202, Official Real Property Records of Lubbock County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at 1/2" iron rod found in the North right-of-way line of 43rd Street (60 feet wide right-of-way, V. 4743, P. 202) at the Southeast corner of said Lot 14 and the Southwest corner of a called 5.321 tract of land conveyed to Hadley Property Holdings, LLC as described in County Clerk's File Number 2017019039, Official Public Records of Lubbock County, Texas, for the Southeast corner of this tract;

THENCE N. 88°10'42" W. (Record (R): West), contiguous with said North right-of-way line a distance of 827.30 feet (R: 827.45') to a point at the beginning of a curve to the right having a radius = 15.00' for the most Southerly Southwest corner of this tract from which an "X" found cut in concrete at the projected intersection of the South and West boundary line of Lot 14 bears N. 88°10'42" W. a distance of 15.00 feet and from said "X" a 1/2" iron rod found at the Southwest corner of Lot 15, Santa Fe Park an Addition to the City of Lubbock, Lubbock County, Texas according to the map, plat and/or dedication deed thereof recorded in V. 4743, P. 202, Official Real Property Records of Lubbock County, Texas bears S. 01°50'19" W. a distance of 553.90 feet;

THENCE in a Northwesterly direction around said curve to the right having a radius = 15.00 feet, a chord bearing = N. 43°10'12" W., a chord length = 21.21 feet, an arc length of 23.57 feet to a point in the East right-of-way line of Milwaukee Avenue (Variable width right-of-way, V. 4743, P. 202 & V. 9654, P. 319) for the most Westerly Southwest corner of this tract;

THENCE N. 01°50'19" E. (R: N. 00°02'00" E.), contiguous with said East right-of-way line, at 693.23 feet pass a "X" cut in concrete for a reference corner, at 697.70 feet pass the South line of a 60 feet wide overhead power line easement to Southwestern Public Service Company (SPS) (V. 1060, P. 320), in all a distance of 752.70 feet (R: 753.11 feet) to a point on top of a utility vault lid in the South line of a 20 feet wide public alley (by plat V. 1534, P. 237 & V. 4743, P. 202) for the Northwest corner of this tract;

THENCE S. 88°10'29" E. (R: S. 89°59'10" E.), contiguous with the South line of said alley, a distance of 842.87 feet to a 1/2" iron rod with yellow cap inscribed "HR&ASSOC" found in the West line of said Hadley tract at the Northeast corner of said Lot 14, for the Northeast corner of this tract;

THENCE S. 01°52'51" W. (R: S. 00°02'00" W.), contiguous with the West line of said Hadley tract, at 55.00 feet pass the South line of said SPS easement, at 60.00 feet pass a 1/2" iron rod with blue cap inscribed "CHT RPLS 6460" set for a reference corner in all a total distance of 767.65 feet (R: 767.91 feet) to the POINT OF BEGINNING.

STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS,  
COUNTY OF LUBBOCK : that I, Cyril H. Turner, Registered  
Professional Land Surveyor, do hereby  
certify that I did cause to be surveyed  
on the ground the tract of land shown on this plat, and to the best  
of my knowledge and belief, the said description is true and correct.  
IN WITNESS THEREOF, my hand and seal,

*Cyril H. Turner*  
Cyril H. Turner  
Registered Professional  
Land Surveyor #6460



## BOUNDARY SURVEY

SCALE: 1" = 100'	APPROVED BY: CHT	DRAWN BY: CHT
SURVEY DATE: 12/17/2020		FILE NAME: 20-LS0186
QJD Engineering, L.P. Consulting Engineers & Surveyors		806-791-2320 328 E. HWY. 62/82 UNIT #1 Waltham, TX 79382
SURVEYING FIRM#10193883		DRAWING NUMBER 1 of 1

12/18/2020

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **2011-I**

In Favor ☒

Opposed ☐

Reasons and/or Comments:

Print Name Maile Shilton  
Signature: [Signature]  
Address: 6304 50th St 200  
Address of Property Owned: 43rd & Wilbur Ave - West side  
Phone Number: 806-794-1492  
Email: msilton@cmsgeopartnersllc.com

Zone Case Number: **2011-I**  
TERRA FIRMA ACQUISITIONS LLC  
PO BOX 64189

R83232

Recipient 11 of 37

LUBBOCK

TX 79464

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **2011-I**

In Favor ☒

Opposed ☐

Reasons and/or Comments:

Frenship ISD has a contract to sell this land to Asken Properties. We have met with this company numerous times and feel they will be an excellent neighbor to Westwind Elementary and the district. They have reached out to us to help Westwind Elementary with several traffic and parking issues currently at this campus.

Print Name

Frenship ISD (Jim Williams)

Signature:

*Jim Williams*

Address:

P.O. Box 100 Wolfforth, TX 79382

Address of Property Owned:

6401 43rd St.

Phone Number:

(806) 866-0963

Email:

twilliams@frenship.us

Zone Case Number: 2011-I

R27767

Recipient 13 of 37

FRENSHIP ISD

Attn: Superintendent

PO BOX 100

WOLFFORTH

TX 79382-0100

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **2011-I**

In Favor

☒

Opposed

☐

Reasons and/or Comments:

Print Name: Anne K. May  
Signature: Kay May  
Address: 1208 FM 400 Plainview, TX 79072  
Address of Property Owned: 6416 38th  
Phone Number: 806 242-8564  
Email: larryandk@hotmail.com

Zone Case Number: **2011-I**

R27533

Recipient 23 of 37

MAY HEATH A &

JUSTIN L & LARRY D &

ANNA K

1208 FM 400

PLAINVIEW

TX 79072

RECEIVED  
MAY 28 2021  
BY: \_\_\_\_\_



City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **2011-I**

In Favor ☐

Opposed ☒

Reasons and/or Comments:

- Traffic jams of people living in apartments trying to get to work while kids are being dropped off for school. Milwaukee Ave traffic is terribly crowded already!
- will hurt value of our property
  - crime rate will go up & close to elementary school!?!?
  - drainage system will NOT support apartment concrete lots

Print Name

Deborah Y. Merritt

Signature:

*Deborah Y. Merritt*

Address:

6407 38th Street

Address of Property Owned:

6407 38th Street

Phone Number:

806-773-6821

Email:

honeybeebby@gmail.com

Zone Case Number: **2011-I**

R27968

Recipient 14 of 37

MERRITT, DEBORAH YVONNE

6407 38TH ST

LUBBOCK

TX 79407-3605



Zone Case Number: 2011-I

My biggest concerns are:

1. Loss of privacy in my backyard
2. Loss of sunlight during the day
3. Noise
4. Lower property value of my home

Either way it is zoned there's a potential that all of my concerns will be affected depending on how close of a proximity these buildings would be to our bordering homes.

One difference though, between commercial zoning vs high rise apartment zoning for me is with apartments comes people who will all be living in a structure taller than my home, hence how I feel my privacy would be affected. I enjoy spending time outdoors working in my yard and tending to my garden. I would hate to feel like I'm being watched by people living in an adjacent building taller than my home. If passed, will these structures have partially covered balconies? Is there a plan to add trees around the property to help counter the privacy concerns?

The loss of sunlight is also a concern for me since the buildings would be built south of my home. I've already reconfigured my backyard to ensure my garden receives enough light during the day. Again, this would all be dependent upon proximity.

Another concern of mine is noise. The increase in people would also bring an increase in noise. One of the things I like about being in my backyard is it is quiet. I don't want to lose that sense of peace I feel if an entire apartment community was to move in.

My last concern is my home's property value. I worry the rezoning will affect my property in a negative way causing my property value to be lowered.

Thank you  
Stacy Norris

16145 38th Street  
Lubbock, TX.





## Regular City Council Meeting

7. 3.

Meeting Date: 06/22/2021

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### Information

#### Agenda Item

**Public Hearing - Planning:** Consider a request for Zone Case 3435, a request of Studio 44 for Heartbeat Midwifery, for a zone change from General Retail District (C-3) and C-3 Specific Use to Apartment-Medical District (AM) at 4413 4th Street and 415 Raleigh Avenue, located south of 4th Street and east of Raleigh Avenue, Rushland Park Addition, Tract M-1-A-2 and the south part of Tract B-1-A, and consider an ordinance.

#### Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on June 3, 2021, and recommended approval of the request by a unanimous vote.

#### Fiscal Impact

None

#### Staff/Board Recommending

Jesica McEachern, Assistant City Manager  
Bryan Isham, Director of Planning  
Planning and Zoning Commission

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### Attachments

Ordinance 3435  
Staff Report 3435  
Documentation 3435

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3435; A ZONING CHANGE FROM C-3 AND C-3 SPECIFIC USE TO AM ZONING DISTRICT AT 4413 4TH STREET AND 415 RALEIGH AVENUE, LOCATED SOUTH OF 4TH STREET AND EAST OF RALEIGH AVENUE, RUSHLAND PARK ADDITION, TRACT M-1-A-2 AND THE SOUTH PART OF TRACT B-1-A, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.**

**WHEREAS**, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

**WHEREAS**, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

**WHEREAS**, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

**WHEREAS**, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

**ZONE CASE NO. 3435**

**SECTION 1. THAT** Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-3 and C-3 Specific Use** to **AM** zoning district at **4413 4th Street and 415 Raleigh Avenue, located south of 4th Street and east of Raleigh Avenue, Rushland Park Addition, Tract M-1-A-2 and the south part of Tract B-1-A, City of Lubbock, Lubbock County, Texas.**

**SECTION 2. THAT** violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

**AND IT IS SO ORDERED.**

**Passed by the City Council on first reading on \_\_\_\_\_.**

**Passed by the City Council on second reading on \_\_\_\_\_.**

\_\_\_\_\_  
**DANIEL M. POPE, MAYOR**

**ATTEST:**

\_\_\_\_\_  
Rebecca Garza, City Secretary

**APPROVED AS TO CONTENT:**

  
Bryan Isham, Director of Planning

**APPROVED AS TO FORM:**

  
Amy Sims, Deputy City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3435  
June 1, 2021



Staff Report		Zone Case 3435
City Council Meeting		June 22, 2021

**Applicant** Studio 44

**Property Owner** Heartbeat Midwifery

**Council District** 6

**Recommendations**

- Staff recommends Approval.

**Prior Board or Council Action**

- September 11, 1958: This property was annexed through Ordinance No. 2535 and zoned Single-Family District (R-1).
- January 24, 1963, Zone Case 1059: A portion of this property was zoned to Local Retail District (C-2) from R-1.
- September 12, 1974, Zone Case 1968-A: A portion of this property was zoned to Apartment Medical (AM) Specific Use from R-1.
- November 13, 1974, Zone Case 1968-A: A portion of this property was zoned to C-2 from R-1.
- September 13, 1984, Zone Case 1968-C: A portion of this property was zoned to General Retail District (C-3) and C-2 from R-1 and C-2.
- November 10, 1988, Zone Case 1968-D: A portion of this property was zoned to C-3 Specific Use from C-3.
- June 3, 2021, Zone Case 3298-C: The Planning and Zoning Commission recommended approval of a zone change to AM by a vote of 5-0-0.

**Notification Summary**

- Notifications Sent: 8
- Received In Favor: 0
- Received In Opposition: 0

**Site Conditions and History**

The subject property was annexed in 1958 and has remained vacant.

**Adjacent Property Development**

The property to the north of the subject property is zoned C-3 Specific Use and is developed with a bank. The properties to the east are zoned C-3 and have been developed with restaurants and a package store. The property to the south is zoned Garden Office (GO) and is developed with an office building. The property to the west is zoned R-1 and is developed with a park. The property to the southeast is zoned Apartment Medical (AM) and has been developed with an outpatient clinic.

**Zoning Request and Analysis**

**Item Summary**

The subject property is addressed as 4413 4<sup>th</sup> Street and 415 Raleigh Avenue, and is located south of 4<sup>th</sup> Street and east of Raleigh Avenue. The applicant requests to rezone the subject property from C-3 and C-3 Specific Use to AM.

**Current zoning:** General Retail District (C-3) and C-3 with a Specific Use

**Requested zoning:**                      **Apartment Medical District (AM)**

*Intent Statements*

The intent of the current C-3 zoning is “...to provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such as state or federal highways. Because of the commercial nature of the permitted uses, compatibility with adjacent residential areas should be considered.”

The intent of the proposed AM zoning is “...to provide for quality medical and related development through proper planning and design. The regulations are intended to produce an attractive environment which will ensure the compatibility between medical and other uses; encourage and protect future development; provide modern facilities for the public; provide proper accessory uses; and promote, stabilize, and enhance the city as a medical center.”

*Traffic Network/Infrastructure Impacts*

The proposed rezoning location is along Raleigh Avenue, which is designated as a Local Street by the Master Thoroughfare Plan, 2018. Local streets are designed for medium volumes of vehicles operating at lower speeds and provide access and movement within residential, commercial, and industrial areas (Comprehensive Plan, page 87). The proposed rezoning will be suitable for this type of road.

*Compatibility with Surrounding Property*

The proposed zoning is compatible with the surrounding area and will not change the character of the existing development. The proposed use is for a maternity clinic, which is appropriate adjacent to other commercial properties.

*Conformance with Comprehensive Plan Principles and Future Land Use Map*

The principles outlined in the Comprehensive Plan designates this area for “Commercial/Light Retail”. The level of intensity for a maternity clinic is appropriate for this area, and AM conforms to the Comprehensive Plan principles and Future Land Use Plan.

*Conformance with Zoning Ordinance*

The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other uses that are already established.

*Suitability of Property for Allowed Uses*

The property is suitable for the proposed uses and will not need additional public improvements to support the intensity of uses described in the AM zoning district.

**Attachments**

- A. Case Information
- B. Thoroughfare Plan Map
- C. Aerial Map
- D. Zoning Map
- E. Future Land Use Map
- F. Photos
- G. Application and supporting documents

**Staff Contacts**

Jacob Hawkins  
Planner  
Planning Department  
806-775-2096  
[jhawkins@mylubbock.us](mailto:jhawkins@mylubbock.us)

Kristen Sager  
Planning and Zoning Manager  
Planning Department  
806-775-2109  
[ksager@mylubbock.us](mailto:ksager@mylubbock.us)

## Case Information: Zone Case 3435



**Allowable Uses:** [Apartment-Medical District \(AM\)](#)

**Transportation:** The proposed development has points of access from Raleigh Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Raleigh Avenue <i>Local, Completed</i>	R.O.W. 60 feet, two-lane, undivided, paved	Two-lane, undivided, paved

**Engineering Comments:** No comments.

**Public Works Comments:** No comments.

**Building Safety Comments:** No comments.

**Fire Marshal Comments:** No comments.

### Draft Planning and Zoning Commission Minutes

#### 4.5 **Case 3435:** Studio 44 for Heartbeat Midwifery

Request for a zone change to Apartment-Medical District (AM) from General Retail District (C-3) and C-3 Specific Use at:

- 4413 4th Street and 415 Raleigh Avenue, located south of 4th Street and east of Raleigh Avenue, Rushland Park Addition, Tract M-1-A-2 and the south part of Tract B-1-A.

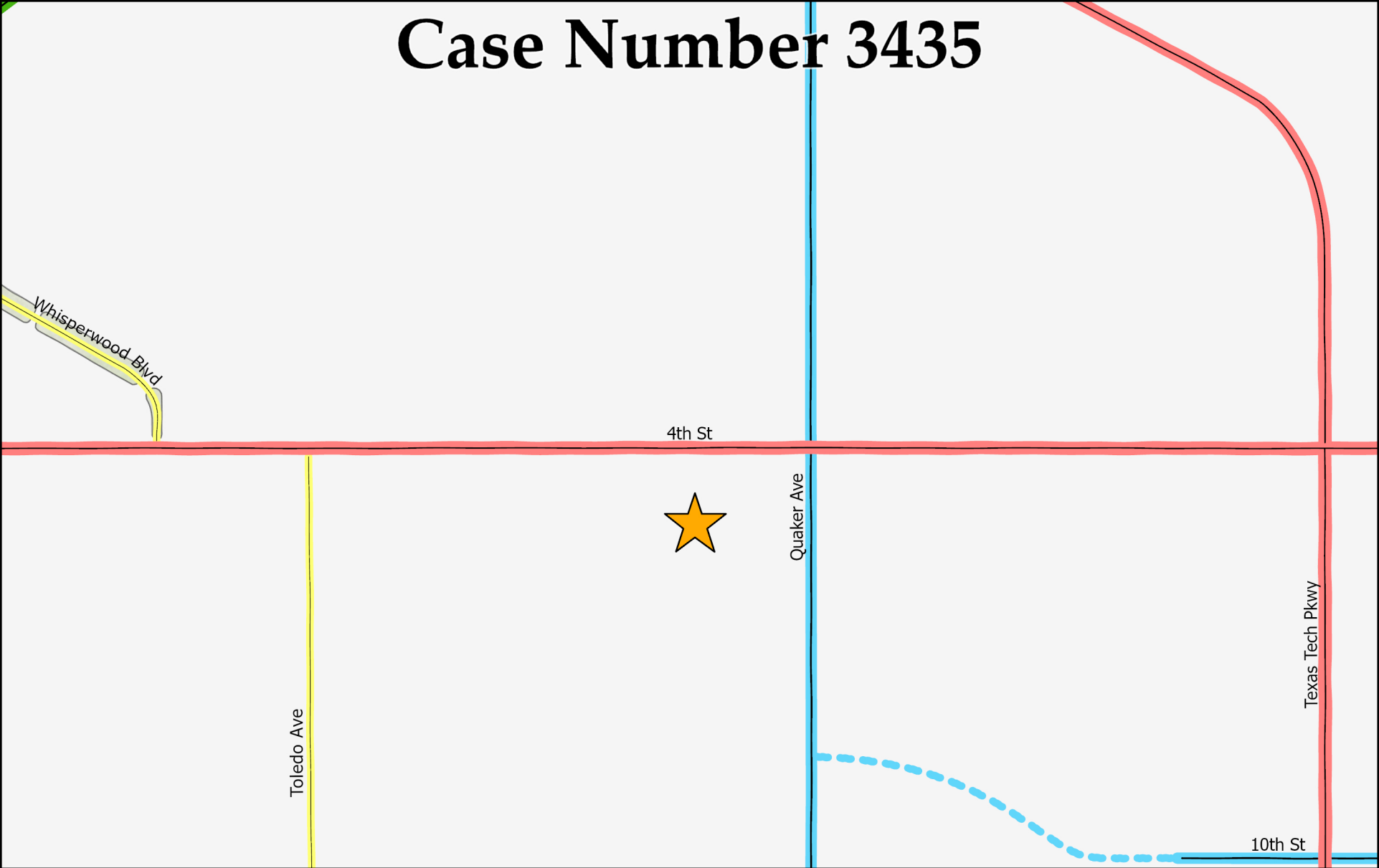
**PLANNER JACOB HAWKINS** stated there were eight (8) notifications sent out and zero returned. Staff shared the report, maps and photos of the surrounding property. Staff recommends approval of the request.

**DEBRA PITTMAN** 415 Raleigh Avenue is the designer for the subject property. Her client is a midwife and already has a business on 24<sup>th</sup> Street. This will be a new clinic with 3 birthing rooms. The design of the building is a residential style, which will be consistent with the surrounding area.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 3435** a motion was made by **JAMES BELL** seconded by **TANNER NOBLE** to approve the case as presented. The Commission members voted 5 (in favor) to 0 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.

# Case Number 3435



## Collector

- Completed
- Partial
- Future

## Minor Arterial

- Completed
- Partial
- Future

## Modified Arterial

- Partial
- Future

## Principal Arterial

- Completed
- Partial
- Future

## Freeway

- Completed
- Partial
- Proposed Outer Loop





# Case Number 3435





Single Family  
District

4TH ST

From C-3,  
C-3 SPECIFIC  
USE to AM

B1A

M1A1

N

TRA

General Retail  
District

M1A2

M1A3

M1A4

RALEIGH AVE

6TH ST

G1A

G1B1

Apartment-Medical  
District

G1B2

D1

7TH ST

Single Family  
District

11

12

13D1A

# Current Zoning 3435



## Zoning Districts

- Apartment-Medical
- Local Retail
- General Retail
- General Retail Specific Use
- Garden Office
- Garden Office Specific Use
- Single Family
- Single Family Specific Use

0 50 100 200  
Feet



# Future Land Use Plan 3435



- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

0 50 100 200  
Feet

4TH ST

TRA

B1A

M1A1

N

M1A2

M1A3

M1A4

G1A

G1B1

G1B2

D1

RALEIGH AV

6TH ST

K1C4

K1C3A

K1C3B

K1C2

K1C1

K1B

K1A

13E

13D1A

7TH ST

11

12

18

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

3435



View of subject property. View south.



View of adjacent property. View west.



View of adjacent property. View north.



View of adjacent property. View east.



Lubbock Planning Department  
PO Box 2000 / 1314 Avenue K  
Lubbock, TX 79457  
**APPLICATION FOR ZONING CHANGE**

**Project Information**

Location or Address: 4413 4<sup>th</sup> St & 4415 4<sup>th</sup> St.

Lots/Tracts: M-1-A-2 (4413 4<sup>th</sup>) & B-1 (4415 4<sup>th</sup> St)

Survey & Abstract: \_\_\_\_\_

Metes and Bounds Attached: Yes ☐ No ☐

Total Acreage of Request: \_\_\_\_\_

Existing Land Use: Vacant lot

Existing Zoning: C-3

Requested Zoning: AM

If property is not subdivided, will a preliminary plat be submitted?

Yes ☐

No ☐

**Representative/Agent Information (if different from owner)**

Firm Name: Studio 44

Name: Deborah Pittman

Address: 3214 44<sup>th</sup> St. City: Lubbock State: TX

ZIP Code: 79413 Telephone: 806-500-1288 Email: deborahpittman1@gmail.com

Applicant's Signature: [Signature]

Date: 4-30-2021

Printed Name: Deborah Pittman

**Owner Information**

Firm Name: Heartbeat Midwifery

Owner: Jacob & Carmen Geyman

Address: 2409 20<sup>th</sup> St City: Lubbock State: TX

ZIP Code: 79411 Telephone: 806-283-0885 Email: jacobgeyman@gmail.com

Property Owner's Signature: [Signature]

Date: 4/30/2021

Printed Name: Jacob Geyman

**Preparer Information**

Preparer's Signature: [Signature]

Date: 4-30-2021

Printed Name: Deborah Pittman

**For City Use Only**

Zone Case No: \_\_\_\_\_ Planning and Zoning Commission Date: \_\_\_\_\_

Request for zoning change from: \_\_\_\_\_ To: \_\_\_\_\_

Lots: \_\_\_\_\_ Blocks: \_\_\_\_\_

Addition: \_\_\_\_\_

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at [cityplanning@mylubbock.us](mailto:cityplanning@mylubbock.us).



## Regular City Council Meeting

7. 4.

Meeting Date: 06/22/2021

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### Information

#### Agenda Item

**Resolution - Planning:** Consider a resolution authorizing the Mayor to execute an Annexation Agreement, with the Lubbock Economic Development Alliance (LEDA), for an area of land generally described as approximately 407.28 acres adjacent to the eastern city limits of the City of Lubbock, south of 4th Street and east of East Loop 289.

#### Item Summary

LEDA is the owner of the tracts of land containing approximately 407.28 acres that are adjacent to the eastern city limits of the City of Lubbock. The owner is requesting consideration of voluntary annexation of the land into the City.

The first step in the voluntary annexation process is to establish a service plan that both the City and the property owner agrees upon. The proposed annexation agreement sets forth the plan for services between the City of Lubbock and LEDA. If the agreement is approved by the City Council, staff will schedule a public hearing to consider annexation of the property.

#### Fiscal Impact

None

#### Staff/Board Recommending

Jesica McEachern, Assistant City Manager  
Bryan Isham, Director of Planning

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### Attachments

Resolution  
Municipal Service Agreement  
Annexation Map  
Exhibit "B"

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**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Municipal Services Agreement for and on behalf of the City of Lubbock, by and between the City of Lubbock and Lubbock Economic Development Alliance, 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 \_\_\_\_\_.

\_\_\_\_\_  
DANIEL M. POPE, MAYOR

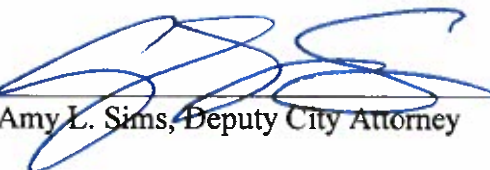
ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Bryan Isham, Director of Planning

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Amy L. Sims, Deputy City Attorney

**MUNICIPAL SERVICES AGREEMENT  
BETWEEN THE CITY OF LUBBOCK, TEXAS  
AND LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE**

This Municipal Services Agreement ("Agreement") is entered into on \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the City of Lubbock, Texas, a home-rule municipality of the State of Texas, ("City") and Lubbock Economic Development Alliance ("Owner"), collectively referred to as ("Parties").

**RECITALS**

The Parties agree that the following recitals are true and correct and form the basis upon which the Parties have entered into this Agreement.

**WHEREAS**, the annexation of property into the City is governed by the provisions of Chapter 43 of the Texas Local Government Code ("LGC");

**WHEREAS**, Section 43.0671 of the LGC permits the City to annex an area of each owner of land in an area requests the annexation;

**WHEREAS**, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

**WHEREAS**, the Owner owns certain parcels of land situated in Lubbock, Texas which consists of approximately 407.28 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein ("Property");

**WHEREAS**, Owner has filed a written request with the City for full-purpose annexation of the Property, and said petition for annexation is set forth in Exhibit B attached and incorporated herein ("Petition");

**WHEREAS**, the City and the Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

**WHEREAS**, the Annexation Case and execution of this Agreement are subject to approval by the Lubbock City Council; and

**NOW THEREFORE**, in exchange for the mutual covenants, conditions and promises contained herein, the City and the Owner agree as follows:



1. **PROPERTY.** This Agreement is only applicable to the Properties, which are the subject of the annexation.
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Properties in accordance with the service plan below and state law, which may be accomplished through any means permitted by law.

3. **MUNICIPAL SERVICES**

- a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City’s infrastructure extension policies and developer or property owner participation in accordance with the applicable city ordinances, rules, regulations, and policies.

- i. Fire Services

*a.Existing Services:* None

*b.Services to be Provided:* Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No. 5, located at 1101 Zenith Ave, Station No. 2, located at 1515 E. Ursuline Street, and Station No. 10, located at 4810 MLK Blvd. Station No. 5 is approximately 1.8 miles from the proposed annexation with an approximate response time of 3 to 4 minutes. Station 2 is approximately 3.1 miles from the proposed annexation with an approximate response time of 4 to 5 minutes. Station No. 10 is approximately 4.0 miles from the proposed annexation with an approximate response time of 5 to 6 minutes. Fire suppression activities can be afforded to the annexed area with an acceptable response time within current appropriation. Fire Prevention activities will be provided by the Fire Marshal's office as needed.

- ii. First Responder Emergency Medical Services

*a.Existing Services:* None

*b.Services to be Provided:* Lubbock Fire Rescue is a Basic Life Support (BLS) First Responder Organization. BLS First Responder emergency medical response will be provided by Fire Station No. 5, located at 1101 Zenith Ave, Station No. 2, located at 1515 E. Ursuline Street, and Station No. 10, located at 4810 MLK Blvd. Station No. 5 is approximately 1.8 miles from the proposed annexation with an approximate response time of 3 to 4 minutes. Station 2 is approximately 3.1 miles from the proposed annexation with an approximate response time of 4 to 5 minutes. Station No. 10 is

approximately 4.0 miles from the proposed annexation with an approximate response time of 5 to 6 minutes. First Responder Emergency Medical Services can be afforded to the annexed area with an acceptable response time within current appropriation. Emergency medical transport is provided by the Lubbock County Hospital District.

iii. Police Services

*a.Existing Services:* None

*b.Services to be Provided:* The Police Department's responsibility for responding to emergency and non-emergency law enforcement calls for service and to provide law enforcement patrol coverage in an effort to prevent, reduce, mitigate and solve crimes will extend to this area on the effective date. These services can be provided within the department's current budget.

iv. Building Safety Services

*a.Existing Services:* None

*b.Services to be Provided:* The Building Safety Department will provide construction code enforcement services upon annexation. This includes construction plan review and field inspection services and the issuance of building, electrical, and plumbing/mechanical permits for any new construction and remodeling, as well as enforcement of all other applicable laws and codes that regulate building construction within the City of Lubbock. It is anticipated that such services can be provided with current personnel and within the current budget appropriation. As land is developed, the need for additional personnel and budget appropriations will be dependent upon the type, intensity and rate of development within the annexed area as well as areas that compete for those resources.

v. Planning and Zoning Services

*a.Existing Services:* Subdivisions of land within the five-mile extraterritorial jurisdiction (ETJ) of the city are required to have a plat of the subdivision prepared in accordance with the City of Lubbock subdivision regulations. Currently, plats and subdivisions in the ETJ are approved by the Planning and Zoning Commission, as well as the County Commissioner's Court, as may be dictated by applicable state statutes and City ordinances. Similarly, signs and billboards are regulated within the ETJ pursuant to the City's sign ordinance, as authorized by State law. No other Planning department services are authorized or offered outside of the City limits, including zoning.

*b.Services to be Provided:* The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Lubbock Zoning Ordinance will extend to this area on the effective date of the annexation. The annexed areas will also continue to be regulated under the requirements of the City of Lubbock Subdivision Ordinance. These services can be provided within the department's current budget.

vi. GIS and Data Services

*a.Existing Services:* None

*b.Services to be Provided:* GIS and Data Services will update all city-wide GIS data sets to include the newly annexed areas. This will include support to the Office of City Secretary for elections requirements, to Building Inspection, Streets and Traffic Engineering for addresses, street names and street signs, and to Planning for transitional zoning. GIS will facilitate a meeting with Lubbock Emergency Communication District, Police and Fire for determination of updated information for 911 Dispatch. Updated GIS information that is public will also be reflected on the GIS mapping website for citizens.

vii. Publicly Owned Parks, Facilities, and Buildings

*a.Existing Services:* City of Lubbock Library's materials, services, and programs are currently available to anyone who lives in Lubbock County.

*b.Services to be Provided:* Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities (including community service facilities, libraries, swimming pools, etc.) and buildings throughout the City. Upon the effective date of annexation, staff will study areas to be included in future versions of the Parks Master Plan. Any addition of parkland will create additional expenses to the Parks and Recreation operating budget. The Library will continue to provide services to all of Lubbock County, including the area to be annexed. These services are provided within the department's current budget.

viii. Code Administration/Environmental Health Services

*a.Existing Services:* None

*b.Services to be Provided:* The City of Lubbock's Code Administration/Environmental Health Departments will implement the enforcement of local ordinances and regulations on the effective date of the annexation. Such services can be provided with current Code

Administration/Health Department Personnel and within the current budget appropriation. As land is developed, increases in personnel and budget will be needed in order to provide the same level of customer service.

ix. Animal Services

*a.Existing Services:* None. Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office.

*b.Services to be Provided:* Animal control services will be provided to the area as needed. The City of Lubbock Animal Services Department will implement the enforcement of the City of Lubbock's animal control ordinances and regulations upon the effective date of the annexation. It is anticipated that such services can be provided with current personnel and budget appropriation, but response times may increase.

x. Street Services

*a.Existing Services:* City of Lubbock Public Works currently maintains the roads adjacent to this tract.

*b.Services to be Provided:* In accordance with the Master Thoroughfare Plan, the proposed annexation area is adjacent to E. 4th Street and E.19th Street totaling 1.6 miles of Arterial Roadway. As development occurs, the City's current policies require the City to design and build Arterial Roadways. Capital projects may be required in the future to provide adequate funding to support this anticipated growth. The timing of these improvements would be contingent on available funding and growth patterns in these areas.

xi. Storm Water Management Services

*a.Existing Services:* City maintains jurisdiction of playa lakes within the ETJ. TCEQ (Texas Commission on Environmental Quality) has jurisdiction of enforcement and compliance with stormwater related permits outside the City limits.

*b.Services to be Provided:* As land is developed, developers will provide plans for addressing the conveyance of storm water drainage. The Development Engineering staff will review the drainage plans for compliance with the current drainage regulations and policies. Any major improvements for conveyance will be inspected for compliance by the city staff at time of completion. Additionally, as land is developed and building permits are requested, Storm Water staff reviews each permit request for compliance with the Chapters 22 (City's Stormwater permit) and Chapter 30 (Lakes and Floodplains) of the City Code. After permit issuance, inspections of the

construction sites are to ensure compliance with the City Code and state regulations. Depending on the type and intensity of development within the annexed area, the need for additional personnel and budget appropriations may be needed to provide adequate customer service (development and permit review and inspections). TCEQ Stormwater permit holders will be transitioned from TCEQ oversight to City of Lubbock oversight, i.e. inspection and compliance of these existing facilities will now be the responsibility of the Storm Water Staff.

xii. Street Lighting

*a.Existing Services:* None

*b.Services to be Provided:*

- i. Northeastern 252.5 acre tract – None. This tract is beyond the limits of LP&L's electric service territory. The boundaries of which do not extend with annexations.
- ii. Southwestern 154.8 acre tract – This tract straddles LP&L and SPEC's service territory, but can be served by LP&L. Per Ordinance No. 2004-00100, LP&L charges \$13.40 per linear foot to bring underground services onto commercial tracts greater than one acre. Customer's contractor to provide ditch and backfill.

xiii. Traffic Engineering Services

*a.Existing Services:* None

*b.Services to be Provided:* Upon annexation and in conjunction with the platting process, Traffic Engineering will identify and install required traffic signs to be installed at the developer's expense. Other regulatory traffic control devices will be provided after appropriate studies indicate the data meets the minimum requirements as set forth in the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and as budget permits.

xiv. Water and Sanitary Sewer Services

*a.Existing Services:* None

*b.Services to be Provided:*

1. Water and Sewer infrastructure is not currently adjacent to this area within the existing City Limits. Availability of water and sewer is at the request and expense of the user, and shall be provided within current policies and ordinances of the City (note below for an explanation of pro-rata charges). Water and sewer for domestic and commercial use, when installed, will be available at approved City

rates. Water for fire protection will be available through lines only after service lines are installed by the developer.

**Pro-Rata Charges:**

Chapter 22, City Code establishes the charges or the actual cost of construction due on all property to which water and/or sewer lines are extended. The charge is generally known as “pro-rata” and is due and payable before service is provided. The pro-rata charge represents a portion of the costs of providing water and/or sewer facilities to serve the property on which the pro-rata is paid. When a person desires water and/or sewer service to property that requires an extension of existing facilities to provide service adjacent to the property or when the service connection will be made to a line constructed after April 1, 1952, the person desiring service shall pay non-refundable charge called pro-rata. 2005 pro-rata charges include \$15.00 per front foot of lot or tract to be serviced for sewer and \$12.00 for water, unless the actual extension cost is greater, then the charge is per actual cost. When an extension of water/sewer facilities exceeds the above costs, the person(s) desiring service shall pay the entire cost and later be refunded that amount above pro-rata when other persons tie onto service and pay their pro-rata. Ordinance 8017 specifies other items including:

- a) pro-rata on property already platted, and extension of services.
- b) pro-rata and extensions to property being platted
- c) sizes of lines and meter sizes
- d) location for service connection
- e) deposits, charges, refunds
- f) cost of large mains may be partially paid by City, and other consideration, or
- g) when the City Council can declare a health hazard and install mains at public expense.

xv. **Solid Waste Services**

*a. Existing Services:* None



*b.Services to be Provided:* Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. Since there is potential residential growth within this area of annexation, impact to services has been determined to be gradual. Additional driver and equipment can be projected when 1,000 residential unit structures are occupied, and an increase in staffing and equipment will be needed as development continues within this proposed annexation area and exceeds route collection averages. The landfill will be able to handle this request. The only impact would be that the City could anticipate landfilling additional solid waste tonnage and ultimately developing the next landfill cell sooner than currently projected.

- b. It is understood and agreed that the City is not required to provide a service that is not included in this agreement.
  - c. Owner understands and acknowledges that the City departments listed above may change name or be-reorganized by the City Manager. Any reference to a specific department also includes any subsequent department that will provide the same or similar services.
- 
- 1. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Case is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
  - 2. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the Parties will be construed as if the part, term, or provision was never part of the Agreement.
  - 3. **INTERPRETATION.** The Parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The Parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
  - 4. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Lubbock County, Texas or the United States District Court for the Northern District of Texas,

Lubbock Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43.

5. **NO WAIVER.** The failure to either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
6. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
7. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
8. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the term and conditions of this Agreement.
9. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the Parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.
10. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written agreements between said Parties. This Agreement shall not be amended unless executed in writing by both Parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

IN WITNESS HEREOF, the Parties have executed this Agreement as of this \_\_\_\_ day of \_\_\_\_\_ 2021.

CITY OF LUBBOCK:

\_\_\_\_\_  
DANIEL M. POPE, Mayor

LUBBOCK ECONOMIC DEVELOPMENT  
ALLIANCE:

  
\_\_\_\_\_  
Barry Orr, Chairman

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bryan Isham, Director of Planning

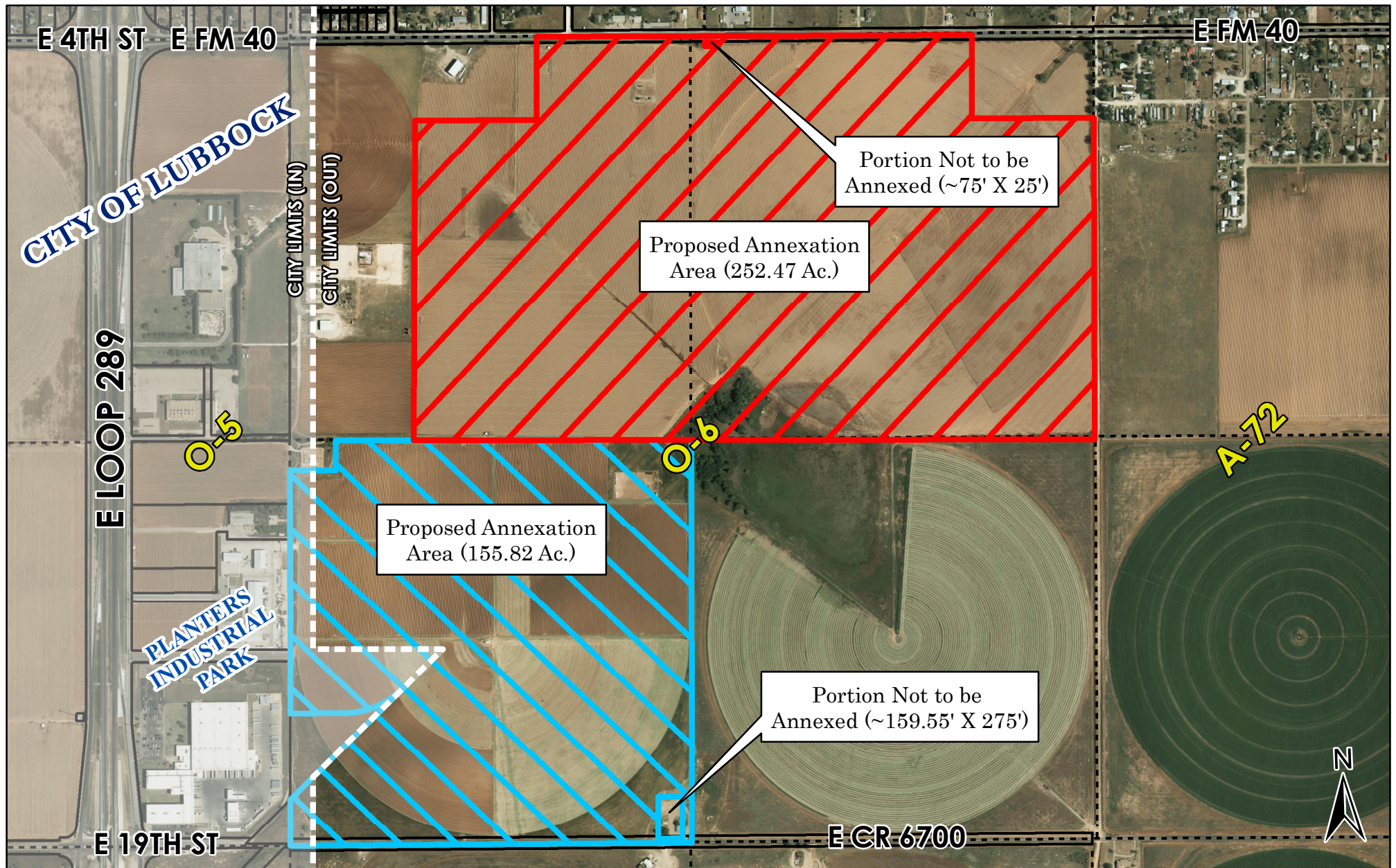
APPROVED AS TO FORM:



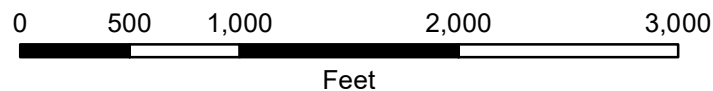
Amy L. Sims, Deputy City Attorney



# Proposed Annexation Areas (408.29 Ac. Total) Located in Section 6, Block O, Lubbock County



As required by Chapter 2051, Geospatial Data Products of the Government Code, this product 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.







## **VOLUNTARY ANNEXATION APPLICATION**

APPLICATION IS NOT VALID WITHOUT COMPLETION OF ALL PAGES AND SIGNATURES

### **MINIMUM SUBMITTAL REQUIREMENTS:**

- ☒ Application provided by City of Lubbock completed in full. This application must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☒ Annexation petition provided by City of Lubbock with notarized signature(s).
- ☒ Map of the subject property.
- ☒ A legal description of the property (including a survey, field notes or legal description with subdivision, lot and block) labeled as Exhibit A.
- ☒ Ownership Documents. A clean copy of recorded warranty deed or other document(s) verifying ownership of all property to be annexed. If the property is owned by a partnership, corporation, trust, or other entity, documents demonstrating signatory's authority to sign petition on behalf of entity must be included.
- ☒ One digital copy of all of the above.
- ☐ If designating a representative, the affidavit designating representative with notarized signature(s).

**Property Owner(s):** Lubbock Economic Development Alliance, Inc.

Address: 1500 Broadway, Suite 600

Address: Lubbock, TX 79401

Telephone: (806) 723-8242 Email: jana@marketlubbock.org

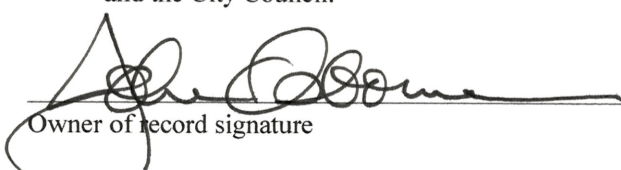
Telephone: (806) 723-8238 Email: john@marketlubbock.org

Acreage of property: 154.81 & 252.47=407.28 Number of lots and proposed use: currently agricultural research, proposed use:

1) 134 acres for continued agricultural research; 2) 100 acres for industrial - food manufacturer; and 3) 172 acres for land application

### **Check one:**

- ☒ I will represent my application and petition before city staff and the City Council.
- ☐ I hereby authorize the person named in the attached affidavit to act as my representative in this application before city staff and the City Council.

  
Owner of record signature

**Please note:** The signature of owner authorizes the City of Lubbock staff to visit and inspect the property that is subject to this application. The representative is the official contact person for this project and the single point of contact. All correspondence and communication – and responsibility for responding to same – will be conducted with the representative.







SECTION 10-10-10-10 is a 1/2<sup>nd</sup> acre tract located in the East side of said Section 6, in the north Twenty-Ninth quarter of the town which is on 0/272357 is a distance of 744.90 feet to a 1/2<sup>nd</sup> acre tract in the Northeast corner of Section 6, Block G, L. B. R. R. Railroad Co. Survey, Lubbock County, Texas.

TRACT 7 is 0/272357<sup>1</sup>, along the East line of said Section 6, a distance of 2114.10 feet to a 1/2<sup>nd</sup> acre tract located in the Northeast corner of a 190.0 acre tract (Southwest Quarter of said Section 6) described in Volume 1881, Page 236 of the Real Property Records of Lubbock County, Texas, and the Southwest corner of this tract, being the Southwest corner of the Northeast quarter of said Section 6.

THENCE N. 07°01'13" W. along the Farmers' boundary a dist. of 50.5 meters, a distance of 2101.64 feet to a 1/2" iron and with top marked "1853" being the head of the well in a corner of the tract, from which a retrieval hole extends to the North line of said Section 6 to N. 07°01'57" W., a distance of 544.50 feet,

THALACEA 50°25'N, 140°00'W from a 1/2" line and cap marked "BGA" set at the north line of said 40 feet right-of-way monument, passing a total distance of 544.50 feet to a 1/2" line and found in said "B" corner of the tract.

THALACEA 50°25'N, 140°00'W from a 1/2" line and cap marked "BGA" set in perfection, commencing for a total distance of 800.00 feet to the *Prize of Progress*.

center of this tract, which bears S. 89° 30' W. a distance of 2480.51 feet and S. 07° 02' E. a distance of 40.00 feet from a 1/4 Section road found at the Northeast corner of Section 4, Block O, C. L. & M. Railroad Co. Survey, Linnick County, Texas.


THENCE S. 89° 30' W. a distance of 25.00 feet to a 1/2" iron rod with cap marked "TRAC" are for the Southwest corner of this tract,

THENCE S. 84° 30' W. a distance of 75.00 feet to a 5/8" iron rod found at the Southwest corner of this tract,

**PLANNED EASEMENT**  
The Northeast Corner of Section 8, Block G is subject to a 97 Right-of-Way Easement granted to Pioneer Natural Gas Co. in Volume 571, Pg. 446. The Easement location of this easement could not be determined by record document.

was made on the ground. A determination as to whether this property lies within a reported forest treated area was not made for this survey.  
December 9, 2020

*Brent Carroll*  
Brent Carroll

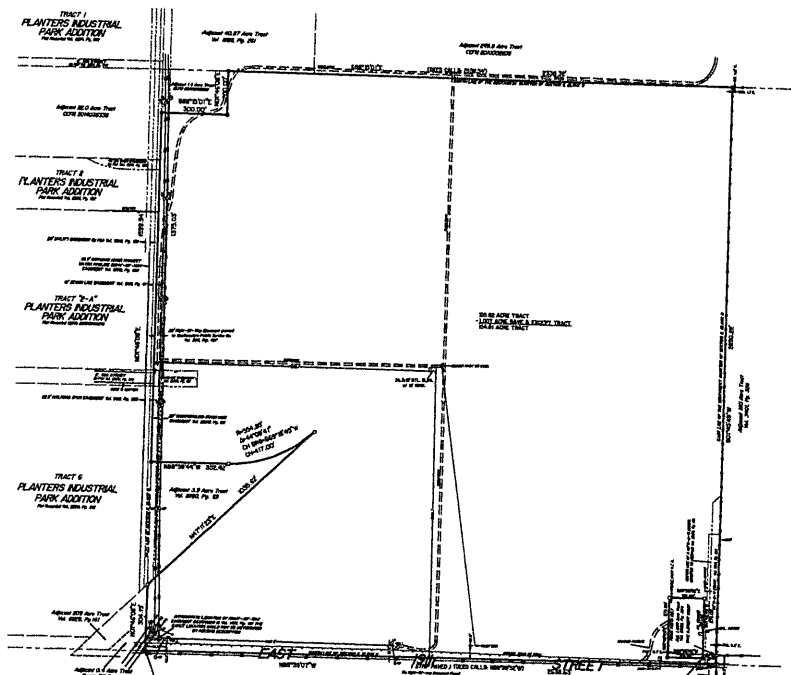


Registered Professional Land Surveyor  
No. 5410 State of Texas  
email: bcsy423@att.net



  
H.B. RUSSELL & CO.  
LAND SURVEYORS & ENGINEERS  
P.O. BOX 10000, DALLAS, TEXAS 75210  
TEL: 214.766.1100 FAX: 214.766.1101  
WWW.HBRUSSELL.COM

<sup>1</sup> *Journal of the American Medical Association*, 2000; 283: 2669-2672.

[illegible]

I, Brent Casteel, Texas Registered Professional Land Surveyor No. 5410, do hereby certify that this survey was made on the ground. A determination as to whether this property has within a special flood hazard area was not made for this survey.  
December 15, 2020

Umut Ceylan  
Regional Professional Land Surveyor  
No. 5418 State of Texas



**NOTE:**

The two tracts are described under County Clerk's Deeds, 2011021320 of the Official Public Records of Lubbock County, Texas do not form a nonseverable interest.

The tract may be subject to:

- A Mineral (oil and gas) lease granted to Wyo Texas Gas Co. Volume 467, Page 11 of the Deed Records of Lubbock County, Texas
- A Revesting and Order described in Volume 918, Page 2-3 of the Deed Records of Lubbock County, Texas





**WARRANTY DEED**  
(STC-jh/GF#41002)

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**Date:** December 28, 2020

**Grantor:** WILLIAM H. CARLTON, JR., a married person, but not herein joined by my spouse for the reason that the Property is not now, nor has it ever constituted any part of our homestead

**Grantee:** LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE

**Grantee's Mailing Address:** 1500 Broadway, Sixth Floor, Lubbock, Lubbock County, Texas 79401

**Consideration:**

\$10.00 and other good and valuable consideration, to Grantor paid by Grantee, the receipt and sufficiency of all of which is hereby acknowledged and confessed.

**Property (including any improvements):**

METES AND BOUNDS DESCRIPTION of a 252.47 acre tract of land, being that same tract described under County Clerk File No. 2010002205 of the Official Public Records of Lubbock County, Texas, located in the North Half of Section 6, Block O, E. L. & R. R. Railroad Co. Survey, Lubbock County, Texas, and being further described as follows:

BEGINNING at a 1/2" iron rod found in the East line of said Section 6, at the most Easterly Northeast corner of this tract, which bears S. 00°25'35" E. a distance of 544.50 feet from a 3/8" iron rod found at the Northeast corner of Section 6, Block O, E. L. & R. R. Railroad Co. Survey, Lubbock County, Texas;

THENCE S. 00°25'35" E., along the East line of said Section 6, a distance of 2116.30 feet to a 1/2" iron rod found at the Northeast corner of a 160.0 acre tract (Southeast Quarter of said Section 6) described in Volume 3401, Page 326 of the Real Property Records of Lubbock County, Texas, and the Southeast corner of this tract, same being the Southeast corner of the Northeast Quarter of said Section 6;

THENCE S. 89°32'24" W., along Northern boundary of said 160.0 acre tract and the South line of the Northeast Quarter of said Section 6, at 30.00 feet pass a 1/2" iron rod with cap marked "HRA" set in reference, continuing for a total distance of 2674.53 feet to a 1/2" iron rod with cap marked "Smith" found at the Northwest corner of said 160.0 acre tract, the Southwest corner of Northeast Quarter of said Section 6, the Northeast corner of Southwest Quarter of said Section 6, and the Northeast corner of a 154.8 Acre Tract described under County Clerk File No. 2011021320 of the Official Public Records of Lubbock County, Texas;

THENCE S. 89°54'33" W., along Northern boundary of said 154.8 acre tract and the South line of the Northwest Quarter of said Section 6, a distance of 1801.62 feet to a 1/2" iron rod with cap marked "HRA" found at the Southeast corner of a 50.7 acre tract described in Volume 1886, Page 261 of the Deed Records of Lubbock County, Texas and the Southwest corner of this tract;

THENCE N. 00°03'53" W., along the Eastern boundary of said 50.7 acre tract, a distance of 2101.64 feet to a 1/2" iron rod with cap marked "HRA" found at the most Westerly Northwest corner of this tract, from whence a railroad spike found in the North line of said Section 6 bears N. 00°03'53" W. a distance of 544.50 feet;

THENCE N. 89°30' E. a distance of 800.00 feet to a 1/2" iron rod with cap marked "HRA" set for an "ell" corner of this tract;

THENCE N. 00°03'53" W., at 504.50 feet pass a 1/2" iron rod with cap marked "HRA" set in the South line of a 40 foot right-of-way easement described in Volume 215, Page 190 of the Deed Records of Lubbock County, Texas, continuing for a total distance of 544.50 feet to a "MAG" nail with washer set in the North line of said Section 6, for the most Northerly Northwest corner of this tract;

THENCE N. 89°30' E., along the North line of said Section 6, a distance of 2859.42 feet to a "MAG" nail with washer set for the most Northerly Northeast corner of this tract;

THENCE S. 00°25'35" E., at 40.00 feet pass a 1/2" iron rod with cap marked "HRA" set in the South line of said 40 foot right-of-way easement, continuing for a total distance of 544.50 feet to a 1/2" iron rod found at an "ell" corner of this tract;

THENCE N. 89°30' E., at 770.00 feet pass a 1/2" iron rod with cap marked "HRA" set in reference, continuing for a total distance of 800.00 feet to the Point of Beginning.

**SAVE AND EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:**

**METES AND BOUNDS DESCRIPTION** a 0.0430 acre tract, being that same tract described in Volume 1771, Page 194 of the Deed Records of Lubbock County, Texas, located in the North Half of Section 6, Block O, E. L. & R. R. Railroad Co. Survey, Lubbock County, Texas, and being further described as follows:

**BEGINNING** at a 1/2" iron rod with cap marked "HRA" found in the South line of a 40 foot right-of-way easement described in Volume 215, Page 190 of the Deed Records of Lubbock County, Texas, at the Northeast corner of this tract, which bears S. 89°30' W. a distance of 2480.53 feet and S. 00°30' E. a distance of 40.00 feet from a 3/8" iron rod found at the Northeast corner of Section 6, Block O, E. L. & R. R. Railroad Co. Survey, Lubbock County, Texas;

THENCE S. 00°30' E. a distance of 25.00 feet to a 1/2" iron rod with cap marked "HRA" set for the Southeast corner of this tract;

THENCE S. 89°30' W. a distance of 75.00 feet to a 3/8" iron rod found at the Southwest corner of this tract;

THENCE N. 00°30' W. a distance of 25.00 feet to a 3/8" iron rod found in the South line of said 40 foot right-of-way easement, at the Northwest corner of this tract;

THENCE N. 89°30' E., along the South line of said 40 foot right-of-way easement, a distance of 75.00 feet to the Point of Beginning.

**Reservations from Conveyance:** None

**Exceptions to Conveyance and Warranty:**

SUBJECT TO restrictive covenants as shown of record in Volume 6258, Page 55 of the Real Property Records of Lubbock County, Texas; Volume 7537, Page 53; Document Number 2010002205; and Document Number 2010002207 of the Official Public Records of Lubbock County, Texas.

THERE IS EXCEPTED FROM THIS CONVEYANCE any and all interest, whether whole or an undivided portion thereof, in the oil, gas and other minerals in and under the Property, royalty interest, or interest in royalty, which may be outstanding in parties other than Grantor resulting from prior reservation and/or conveyance by predecessors in title, including but not limited to that certain interest described in instrument of record in Volume 293, Page 355; Volume 1694, Page 273; Volume 1694, Page 277, refiled in Volume 1711, Page 439; Volume 1752, Page 276; Volume 1752, Page 280 of the Deed Records of Lubbock County, Texas; Volume 4825, Page 65; Volume 6258, Page 55 of the Real Property Records of Lubbock County, Texas; and Volume 9444, Page 211 of the Official Public Records of Lubbock County, Texas.

SUBJECT TO Transmission Right-of-Way Easement from C. N. Hodges, grantor, to Pioneer Natural Gas Company, grantee, dated December 31, 1954 and recorded in Volume 571, Page 446 of the Deed Records of Lubbock County, Texas.

SUBJECT TO the Property having frontage or abutting Farm to Market Road 40, which is a controlled access highway, as set forth in State Highway right-of-way recorded in Volume 215, Page 190 of the Deed Records of Lubbock County, Texas conveying fee title to the State of Texas for highway purposes, and the exercise of power by the State of Texas pertaining to controlled access highways as set forth in Chapter 203 of the Texas Transportation Code.

SUBJECT TO Right-of-Way Easement granted to the State of Texas, as set forth in that certain instrument dated March 15, 1960 and recorded in Volume 786, Page 39 of the Deed Records of Lubbock County, Texas.

SUBJECT TO Easement for Underground Facilities granted to Southwestern Bell Telephone Company, as set forth in that certain instrument dated October 30, 1978 and recorded in Volume 1614, Page 71 of the Deed Records of Lubbock County, Texas.



SUBJECT TO Right-of-Way easement from Lubbock Brick & Tile, grantor, to American Telephone and Telegraph Company, grantee, dated January 24, 1991 and recorded in Volume 3535, Page 70 of the Real Property Records of Lubbock County, Texas.

SUBJECT TO the terms, conditions, provisions, stipulations, easements, railroad tracks, track materials, related track structures and facilities, and the rights of Track Tech, Inc., as set forth in that certain Quitclaim Deed dated March 18, 1999 and recorded in Volume 6258, Page 55 of the Real Property Records of Lubbock County, Texas.

SUBJECT TO those matters reflected on that certain perimeter and improvement survey of the above described Property prepared by Brent Carroll, Registered Professional Land Surveyor, on December 9, 2020, including but not limited to the encroachment of a center pivot irrigation arm over and across a 10.0 acre tract situated in the Northeast corner of Section 6, Block O, Lubbock County, Texas; County Road 6600, multiple signs, overhead power lines and power poles, 20' x 10' underground facilities easement all situated along the North boundary of the Property; 40' drainage channel easement located in the Northwest portion of the Property; and pump jack and fence located in the Northwestern portion of the Property.

SUBJECT TO rights, if any, of third parties with respect to any portion of the Property lying within the limits or boundaries of any public or private roadway or alley.

SUBJECT TO any encroachment, encumbrance, violation, variation, or adverse circumstance affecting title to the Property that would be disclosed by an accurate and complete land survey of the Property, including, without limitation, all visible and apparent easements or uses, and all underground easements or uses, the existence of which may arise by unrecorded grant or by use.

SUBJECT TO rights of parties in possession.

SUBJECT TO rights of tenants under any unrecorded leases or rental agreements, together with any security interests given by tenants in fixtures located on the Property.

SUBJECT TO all leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records of Lubbock County, Texas.

Grantee assumes ad valorem taxes for the year 2020, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which is the obligation of Grantor or Grantee in accordance with Paragraph 13.B. of Unimproved Property Contract by and between Grantor and Grantee dated November 18, 2019.

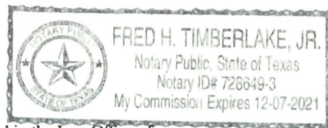
Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

  
WILLIAM H. CARLTON, JR.

THE STATE OF TEXAS  
COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 28th day of DECEMBER, 2020, by  
WILLIAM H. CARLTON, JR.



  
Notary Public, State of Texas

Prepared in the Law Office of:  
**TIMBERLAKE & WEAVER, P.C.**  
1408-A Buddy Holly Ave.  
Lubbock, Texas 79401

S:\TWS MERGE\STC 2020\Lubbock Economic Development Alliance-41002-WD-REL-12-22-jh.wpd



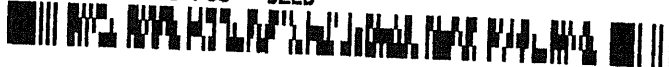
# FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



*Kelly Pinion*

Kelly Pinion, County Clerk  
Lubbock County, TEXAS  
12/29/2020 03:33 PM  
FEE: \$34.00  
2020059091



**WARRANTY DEED**  
(STC-jr/GF#41323)

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**Date:** December 22, 2020

**Grantor:** CORY GORTON EPPES, a single person

**Grantee:** LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC., also known as Lubbock Economic Development Alliance, a Texas Not-For-Profit Development Corporation formed pursuant to the Development Corporation Act of 1979

**Grantee's Mailing Address:** 1500 Broadway, Sixth Floor, Lubbock, Lubbock County, Texas 79401

**Consideration:** \$10.00 and other good and valuable consideration, to Grantor paid by Grantee, the receipt and sufficiency of all of which is hereby acknowledged and confessed.

**Property (including any improvements):**

METES AND BOUNDS DESCRIPTION of a 155.82 acre tract located in the Southwest Quarter of Section 6, Block O, Lubbock County, Texas, being those same two tracts described under County Clerk File No. 2011021320 of the Official Public Records of Lubbock County, Texas, being further described as follows:

BEGINNING at a "cross hatch" nail with washer marked "Hugo Reed & Assoc." found at the Southwest corner of said Section 6, being the Southwest corner of this tract;

THENCE N. 01°46'08" E., along the West line of said Section 6, a distance of 304.15 feet to a 1/2" iron rod found at the Southwest corner of a 3.9 acre tract described in Volume 2280, Page 69 of the Real Property Records of Lubbock County, Texas and a corner of this tract;

THENCE N. 47°11'23" E., along the Southern boundary of said 3.9 acre tract, a distance of 1035.62 feet to a 1/2" iron rod found at the Northeast corner of said 3.9 acre tract and a corner of this tract;

THENCE Southwesterly, along the Northern boundary of said 3.9 acre tract, around a curve to the right, said curve having a radius of 554.85 feet, a central angle of 44°08'41", a chord bearing of S. 69°15'45" W. and a chord distance of 417.00 feet to a 1/2" iron rod found at a point of intersection;

THENCE N. 88°39'44" W. continuing along the Northern boundary of said 3.9 acre tract, a distance of 352.42 feet to a 5/8" iron rod found in the West line of said Section 6, at the Northwest corner of said 3.9 acre tract and a corner of this tract;

THENCE N. 01°46'08" E., along the West line of said Section 6, a distance of 1599.94 feet to a 1/2" iron rod with cap marked "Hugo Reed & Assoc." found at the Southwest corner of a 1.4 acre tract described under County Clerk File No. 2010035888 of the Official Public Records of Lubbock County, Texas and the most Westerly Northwest corner of this tract;

THENCE S. 88°15'01"E., along the Southern boundary of said 1.4 acre tract, a distance of 300.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Southeast corner of said 1.4 acre tract and a corner of this tract;

THENCE N. 01°46'08" E., along the Eastern boundary of said 1.4 acre tract, a distance of 200.00 feet to a 1/2" iron rod with cap marked "TELFORD" found in the Southern boundary of a tract described in Volume 1886, Page 261 of the Real Property records of Lubbock County, Texas, at the Northeast corner of said 1.4 acre tract and the most Northerly Northwest corner of this tract;

THENCE S. 88°15'01" E., along the Southern boundary of said tract described in Volume 1886, Page 261 and a 249.8 acre tract described under County Clerk File No. 2010002205 of the Official Public Records of Lubbock County, Texas, a distance of 2338.32 (deed calls: 2338.54 feet) to a 1/2" iron rod with cap marked "SMITH" found at the Northwest corner of a 160 acre tract described in Volume 3401, Page 326 of the Real Property Records of Lubbock County, Texas and the Northeast corner of this tract;

THENCE S. 01°45'49" W., along the Western boundary of said 160 acre tract, a distance of 2650.22 feet to a railroad spike found in the South line of said Section 6, at the Southwest corner of said 160 acre tract and the Southeast corner of this tract;

THENCE N. 88°39'07" W. (deed calls: N. 88°39'52" W.), along the South line of said Section 6, a distance of 2638.63 feet to the Point of Beginning.

**SAVE AND EXCEPT**

a 1.007 acre tract described in Volume 5686, Page 324 of the Real Property Records of Lubbock County, Texas, being further described as follows:

BEGINNING at a 3/4" iron pipe found at the Southeast corner of this tract which bears N. 88°39'07" W. a distance of 60.90 feet and N. 01°45'49" E. a distance of 28.50 feet from a railroad spike found at the Southeast corner of the Southwest Quarter of Section 6, Block O, Lubbock County, Texas and the Southeast corner of said 155.82 acre tract;

THENCE N. 88°39'52" W. a distance of 159.55 feet to a 3/4" iron pipe found at the Southwest corner of this tract;

THENCE N. 01°45'49" E. a distance of 275.00 feet to a 1/2" iron rod found at the Northwest corner of this tract;

THENCE S. 88°39'52" E. a distance of 159.55 feet to a 1/2" iron rod found at the Northeast corner of this tract;

THENCE S. 01°45'49" W. a distance of 275.00 feet to the Point of Beginning.

**Reservations from Conveyance: None**

**Exceptions to Conveyance and Warranty:**

THERE IS EXCEPTED FROM THIS CONVEYANCE any and all interest, whether whole or an undivided portion thereof, in the oil, gas and other minerals in and under the Property, royalty interest, or interest in royalty, which may be outstanding in parties other than Grantor resulting from prior reservation and/or conveyance by predecessors in title, including but not limited to that certain interest described in instrument of record in Volume 293, Page 281 of the Deed Records of Lubbock County, Texas, and Volume 6150, Page 149 of the Real Property Records of Lubbock County, Texas.

SUBJECT TO all leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records of Lubbock County, Texas.

SUBJECT TO all the terms, conditions, provisions, limitations and reservations set forth in Quit-Claim Deed from The Burlington Northern and Santa Fe Railway Company to Bill G. Eppes, et al, in instrument of record in Volume 6150, Page 149 of the Real Property Records of Lubbock County, Texas.

SUBJECT TO all the terms, conditions, provisions, limitations and obligations set forth in easement granted to Bayer CropScience, LP in instrument of record in Document No. 2015037594 of the Official Public Records of Lubbock County, Texas.

SUBJECT TO gas line easement granted to Pioneer Natural Gas Company in instrument of record in Volume 1157, Page 151 of the Deed Records of Lubbock County, Texas.

SUBJECT TO electric transmission line easement to Southwestern Public Service Company in instrument of record in Volume 396, Page 427, Deed Records of Lubbock County, Texas.

SUBJECT TO option and right-of-way easement for gas pipeline and telephone and telegraph lines granted to West Texas Gas Company in instrument of record in Volume 467, Page 11, Deed Records of Lubbock County, Texas, and partially released and located in instrument of record in Volume 2280, Page 66, Real Property Records of Lubbock County, Texas.

SUBJECT TO easement for aqueduct crossing along County Roads as set forth in Resolution and Order of the County Commissioners of Lubbock County, Texas, recorded in Volume 918, Page 218, Deed Records of Lubbock County, Texas, only to the extent same may apply to the Property.

SUBJECT TO underground gas pipeline right-of-way to Pioneer Natural Gas Company in instrument of record in Volume 1156, Page 221, Deed Records of Lubbock County, Texas.

SUBJECT TO drainage easement granted to the City of Lubbock in instrument of record in Volume 2280, Page 63, Real Property Records of Lubbock County, Texas.

SUBJECT TO rights, if any, of third parties with respect to any portion of the Property lying within the limits or boundaries of any public or private roadway or alley.

SUBJECT TO any encroachment, encumbrance, violation, variation, or adverse circumstance affecting title to the Property that would be disclosed by an accurate and complete land survey of the Property, including, without limitation, all visible and apparent easements or uses, and all underground easements or uses, the existence of which may arise by unrecorded grant or by use.

SUBJECT TO rights of parties in possession.

SUBJECT TO rights of tenants under any unrecorded leases or rental agreements, together with any security interests given by tenants in fixtures located on the Property, including but not limited to Lease Agreement with BASF referenced in Section 6.F. of Farm and Ranch Contract by and between Cory Gorton Eppes (Seller) and Bobby McQueen (Buyer) dated effective December 20, 2019.

SUBJECT TO all the terms, conditions, provisions, limitations and obligations set forth in that certain unrecorded Farm Lease dated effective January 1, 2014 by and between Cory Gorton Eppes (Landlord) and Richard C. Adams (Lessee).

SUBJECT TO all the terms, conditions, provisions, limitations and obligations of that certain unrecorded Agricultural Sublease Agreement dated May \_\_\_\_\_, 2014 by and between Richard C. Adams (Sub-Landlord) and Bayer Crop Science, LP, a Delaware limited partnership (Sub-Tenant).

SUBJECT TO those matters reflected on Perimeter and Improvement Survey of the Property prepared by Brent Carroll, Registered Professional Land Surveyor No. 5410, State of Texas, dated December 15, 2020, revised December 18, 2020, including but not limited to location of pre-existing easements as identified thereon along the West boundary, utility poles, overhead power lines and guy-wires in the Southwest portion of the Property, overhead power lines and utility poles along the West portion of the Property, roadway identified on the Survey as "graded access" to the 'Save and Except' Tract set forth in Schedule A hereof, and any claim of continuing right to the use of same, pre-existing easements in the Southeast corner of the Property, and utility lines and utility poles extending across same, turnrows and well located on the Property, and overhead utility lines crossing the South boundary out of any designated easement for same, East 19<sup>th</sup> Street Avenue right-of-way along the South boundary, and any claim of right to the use of turnrows and non-public roadways crossing Property over to neighboring property owners; fence along Southern boundary of 'Save and Except' Tract located off boundary and protrusion of metal awning over boundary.

Grantee assumes ad valorem taxes for the year 2020, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which is the obligation of Grantor or Grantee in accordance with Paragraph 13.B. of Farm and Ranch Contract by and between Grantor and Grantee dated December 20, 2019.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

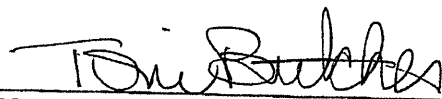
When the context requires, singular nouns and pronouns include the plural.

  
CORY GORTON EPPES

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Chester

This instrument was acknowledged before me on the 22 day of December, 2020, by CORY GORTON EPPES.

  
Notary Public, Commonwealth of Pennsylvania

Commonwealth of Pennsylvania - Notary Seal  
TONI BUTCHER, Notary Public  
Chester County  
My Commission Expires November 25, 2023  
Commission Number 1213052

# FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



*Kelly Pinion*

Kelly Pinion, County Clerk  
Lubbock County, TEXAS  
12/29/2020 03:33 PM  
FEE: \$38.00  
2020059092





## Regular City Council Meeting

7. 5.

Meeting Date: 06/22/2021

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### Information

#### Agenda Item

**Ordinance Single Reading - Finance:** Consider approval of an ordinance providing for the issuance of City of Lubbock, Texas, Combination Tax and Revenue Certificates of Obligation, in one or more series; levying a tax and pledging surplus water and wastewater system revenues in payment thereof; providing for the award of the sale thereof in accordance with specified parameters; approving an official statement; approving execution of a purchase contract; and enacting other provisions relating thereto.

#### Item Summary

The City's certificates of obligation (the "Certificates") are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, specifically Subchapter C, Chapter 271, Texas Local Government Code, as amended, Chapter 1371 and Article VIII of the City's Home-Rule Charter.

The Certificates may be issued, from time to time, in one or more series, on the dates and in the aggregate principal amount designated in the Pricing Certificate therefor for the purpose of paying contractual obligations to be incurred for the following purposes, to wit:

The bonds may be issued, from time to time, in one or more series, on the dates and in the aggregate principal amount designated in the Pricing Certificate, for the purpose of:

- (i) construction, renovation, improvement and extension of City streets and related infrastructure, vehicles and equipment, including sidewalks, street lighting, traffic signals/controllers and traffic signal communication systems, signage, drainage, landscaping, utility improvements, extensions, relocations and acquisition of land and rights-of-way in connection therewith;
- (ii) construction, improvement, renovation and equipment of fire department facilities and acquisition of land, buildings and other facilities related thereto (collectively, the "Project"), and
- (iii) payment of professional services of attorneys, financial advisors, engineers and other professionals in connection with the Project and the issuance of the Certificates.

#### Fiscal Impact

The aggregate principal amount of all Bonds issued pursuant to this ordinance shall not exceed \$30,000,000.

#### Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

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### Attachments

Lubbock Certificates Ser 2021A

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Ordinance No. 2021 – O \_\_\_\_

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ORDINANCE

relating to

CITY OF LUBBOCK, TEXAS  
COMBINATION TAX AND REVENUE  
CERTIFICATES OF OBLIGATION

Adopted: June 22, 2021

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AN ORDINANCE PROVIDING FOR THE ISSUANCE OF CITY OF LUBBOCK, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, IN ONE OR MORE SERIES; LEVYING A TAX AND PLEDGING SURPLUS WATER AND WASTEWATER SYSTEM REVENUES IN PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; APPROVING AN OFFICIAL STATEMENT; APPROVING EXECUTION OF A PURCHASE CONTRACT; AND ENACTING OTHER PROVISIONS RELATING THERETO.

WHEREAS, under the provisions of Subchapter C, Chapter 271, Texas Local Government Code, as amended, the City of Lubbock, Texas (the "City"), after giving proper notice, is authorized to issue and sell for cash its certificates of obligation (herein defined as the "Certificates") that are secured by and payable from the ad valorem taxes and other revenues specified in Article II of this Ordinance, and that are issued in the amount, for the purposes, and with the provisions set forth in Section 3.01 of this Ordinance;

WHEREAS, pursuant to a resolution heretofore passed by the City Council, notice of intention to issue the Certificates was (i) published in a newspaper of general circulation in the City and (ii) posted on the City's website, in accordance with applicable law;

WHEREAS, no petition signed by at least five percent of the qualified electors of the City has been filed with the City Secretary protesting the issuance of the Certificates;

WHEREAS, no bond proposition to authorize the issuance of bonds for the same purpose as any of the projects being financed with the proceeds of the Certificates was submitted to the voters of the City during the preceding three years and failed to be approved;

WHEREAS, the City Council is now authorized and empowered to proceed with the issuance and sale of the Certificates, and hereby finds and determines that it is necessary and in the best interests of the City and its citizens that it authorize the issuance of the Certificates in accordance with the terms and provisions of this Ordinance at this time;

WHEREAS, the City is an "Issuer" within the meaning of Chapter 1371, Texas Government Code ("Chapter 1371"), as amended, and the City Council desires to delegate, pursuant to Chapter 1371 and the parameters of this Ordinance, to the Authorized Officer (hereinafter defined), the authority to approve the principal amount, the interest rate(s), the date(s) of sale and the number of series, the price and the other terms of the Certificates authorized hereby and to otherwise take such actions as are necessary and appropriate to effect the sale of the Certificates; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

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

ARTICLE I  
DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01 Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

“Authorized Officer” means each of the Mayor, the City Manager and the Chief Financial Officer, acting individually.

“Business Day” means any day other than a Saturday, Sunday or legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close.

“Certificate” means any of the Certificates.

“Certificate Date” means the date designated as the initial date of the Certificates by Section 3.02(a) of this Ordinance.

“Certificates” means the certificates of obligation authorized to be issued by Section 3.01 of this Ordinance.

“City” means the City of Lubbock, Texas.

“Closing Date” means the date of the initial delivery of and payment for the Certificates.

“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, enacted on or before the Issue Date.

“Designated Payment/Transfer Office” means the Designated Payment/Transfer Office, as designated in the Paying Agent/Registrar Agreement, or such other location designated by the Paying Agent/Registrar.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“EMMA” means the Electronic Municipal Market Access System.

“Event of Default” means any event of default as described in Section 10.01 of this Ordinance.

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means such fiscal year as shall from time to time be set by the City Council.

“Initial Certificate” means an initial Certificate authorized by Section 3.04 of this Ordinance.

“Interest and Sinking Fund” means each interest and sinking fund or account established pursuant to Section 2.02 of this Ordinance.

“Interest Payment Date” means the date or dates on which interest on the Certificates is scheduled to be paid until their respective dates of maturity or prior redemption, as set forth in the Pricing Certificate.

“Investment” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Issue Date” for each series of Certificates is the respective date on which such series of Certificates is delivered against payment therefor.

“MSRB” means the Municipal Securities Rulemaking Board.

“Net Revenues” means all income, revenues and receipts of every nature derived from and received by virtue of the operation of the Water and Wastewater System including interest income and earnings received from the investment of moneys in the special Funds created by the ordinances authorizing Prior Lien Obligations, after deducting and paying, and making provisions for the payment of, current expenses of maintenance and operation thereof, including all salaries, materials, repairs and extensions necessary to render efficient service; provided, however, only such expenses for repairs and extensions as in the judgment of the City Council reasonably and fairly exercised, are necessary to keep the System in operation and to render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair any obligations payable from Net Revenues of the System, shall be deducted in determining “Net Revenues”. Contractual payments for the purchase of water or the treatment of sewage shall be a maintenance and operating expense of the System to the extent provided in the contract incurred therefor and as may be authorized by law. Depreciation shall never be considered as an expense of operation and maintenance.

“Official Statement” means a document described in Section 7.01(c) prepared for dissemination to potential investors in connection with the public offering and sale of Certificates.

“Owner” means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

“Paying Agent/Registrar” means the bank or trust company identified in the Paying Agent/Registrar Agreement referred to in Section 5.01 of this Ordinance, or any successor thereto as provided in this Ordinance.

“Preliminary Official Statement” means a document described in Section 7.01(c) prepared for dissemination to potential investors prior to the availability of the final Official Statement.

“Pricing Certificate” means a certificate or certificates signed by an Authorized Officer establishing the terms and features of each series of Certificates in accordance with Section 7.01 hereof.

“Prior Lien Obligations” means all bonds or other similar obligations of the City presently outstanding or that may be hereafter issued, payable in whole or in part from and secured by a first lien on and pledge of the Net Revenues of the Water and Wastewater System or by a lien on and pledge of the Net Revenues subordinate to a first lien on and pledge of the Net Revenues but superior to the lien on and pledge of the Surplus Revenues made for the Certificates.

“Proceeds” has the meaning stated in Section 1.148-1(6) of the Regulations.

“Purchase Contract” means any contract, agreement or investment letter pursuant to which the Certificates of each series are sold to the Purchaser thereof.

“Purchaser” means the purchaser or purchasers of the Certificates of each series identified in the Pricing Certificate.

“Record Date” means the date specified in the Pricing Certificate.

“Register” means the Register specified in Section 3.06(a) of this Ordinance.

“Regulations” means the final or temporary Income Tax Regulations applicable to the Tax-Exempt Certificates issued pursuant to Sections 141 through 150 of the Code. Any reference to a section of the Regulations shall also refer to any successor provision to such section hereafter promulgated by the Internal Revenue Service pursuant to Sections 141 through 150 of the Code and applicable to the Tax-Exempt Certificates.

“Representation Letter” means the Blanket Letter of Representations between the City and DTC.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“Special Payment Date” means the Special Payment Date prescribed by Section 3.03(b).

“Special Record Date” means the Special Record Date prescribed by Section 3.03(b).

“Surplus Revenues” means the Net Revenues of the Water and Wastewater System in an amount not to exceed \$1,000 remaining after payment of all debt service, reserve and other requirements in connection with Prior Lien Obligations.

“Taxable Certificates” means any Certificates for which the City does not intend that the interest thereon shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Code.

“Tax-Exempt Certificates” means any Certificates for which the City intends that the interest thereon shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Code.

“Term Certificates” has the meaning set forth in Section 4.03 hereof.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of principal of or interest on the Certificates as the same come due and payable and remaining unclaimed by the Owners of such Certificates after the applicable payment or redemption date.

“Water and Wastewater System” means the portion of the City’s combined water and wastewater system, including all properties and interest in properties (real, personal or mixed and tangible or intangible, including contract rights, water rights and permits) owned, operated, maintained, and vested in the City for the supply, storage, treatment and distribution of treated water for municipal, domestic, commercial, industrial and other uses and the collection and treatment of watered wastes, together with all future additions, extensions, replacements and improvements thereto; provided that, notwithstanding the foregoing, and to the extent now or hereafter authorized or permitted by law, the term Water and Wastewater System shall not include any water or wastewater facilities that are declared not part of the Water and Wastewater System and are acquired or constructed by the City with the proceeds from the issuance of “Special Facilities Bonds,” which are hereby defined as being special revenue obligations of the City which are not secured by or payable from the Net Revenues as defined herein, but which are secured by and payable solely from special contract revenues or payments received from any other legal entity in connection with such facilities, and thus constitute non-recourse debt; and such revenues or payments shall not be considered as or constitute gross revenues of the Water and Wastewater System, unless and to the extent otherwise provided in the ordinance or ordinances authorizing the issuance of such Special Facilities Bonds.

#### Section 1.02 Findings.

The declarations, determinations, and findings declared, made, and found in the preamble to this Ordinance are hereby adopted, restated, and made a part of the operative provisions hereof.

#### Section 1.03 Table of Contents, Titles, and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never

be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04 Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Any action required to be taken on a date which is not a Business Day shall be done on the next succeeding Business Day and have the same effect as if done on the date so required.

(c) Any duty, responsibility, privilege, power or authority conferred by this Ordinance upon an officer shall extend to an individual who occupies such office in an interim, acting or provisional capacity.

(d) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II  
SECURITY FOR THE CERTIFICATES; INTEREST AND SINKING FUND;  
PRIOR LIEN OBLIGATIONS

Section 2.01 Payment of the Certificates.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year thereafter while any of the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Certificates, being (i) the interest on the Certificates and (ii) a sinking fund for their redemption at maturity or a sinking fund of two percent (2%) per annum (whichever amount is the greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most recently approved in accordance with law, and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Certificates when and as due and payable in accordance with their terms and this Ordinance.

(d) The City hereby covenants and agrees that Surplus Revenues are hereby irrevocably pledged equally and ratably to the payment of the principal of and interest on the Certificates of



each series. The City reserves the right to issue Prior Lien Obligations for any lawful purpose, at any time, in one or more installments.

(e) The amount of taxes to be assessed annually for the payment of debt service on the Certificates shall be determined in the following manner:

(i) The City's annual budget shall reflect (A) the amount of debt service requirements to become due on the Certificates in the next ensuing Fiscal Year and (B) the amount on deposit and budgeted for deposit in the Interest and Sinking Fund on the date such budget is approved.

(ii) The amount required to be provided in the next succeeding Fiscal Year from ad valorem taxes shall be the amount, if any, that the debt service requirements on the Certificates to be paid during the next Fiscal Year exceeds the amount then on deposit and budgeted for deposit in the Interest and Sinking Fund prior to the levy of such ad valorem taxes.

(iii) Following approval of the City's annual budget, the City Council shall, by ordinance, establish a tax rate that is sufficient to produce taxes in an amount which, when added to the amount then on deposit or budgeted for deposit in the Interest and Sinking Fund, will be sufficient to pay debt service on the Certificates when due during the next Fiscal Year.

(f) If the liens and provisions of this Ordinance shall be released in a manner permitted by Article XI hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit. In determining the aggregate principal amount of outstanding Certificates, there shall be subtracted the amount of any Certificates that have been duly called for redemption and for which money has been deposited with the Paying Agent/Registrar for such redemption.

#### Section 2.02 Interest and Sinking Fund.

(a) A special fund or account for each series of Certificates (each, an "Interest Sinking Fund") shall be and is hereby created solely for the benefit of the Certificates of such series and each such fund or account shall be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in or required by this Ordinance to be deposited to the Interest and Sinking Fund established for each series of Certificates shall be used solely for the purpose of paying the interest on and principal of the Certificates of such series when and as due and payable in accordance with their terms and this Ordinance.

#### Section 2.03 Issuance of Prior Lien Obligations; Additional Obligations.

The City hereby expressly reserves the right to hereafter issue Prior Lien Obligations, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable thereto under law or otherwise, payable, in whole or in part, from the revenues of the

System upon such terms and conditions as the City Council may determine. Additionally, the City reserves the right to issue additional obligations payable, in whole or in part, from the Surplus Revenues and, to the extent provided, secured by a lien on and pledge of the Surplus Revenues of equal rank and dignity with the lien and pledge securing the payment of the Certificates.

Section 2.04 Application of Prior Lien Obligations Covenants and Agreements.

It is the intention of the City Council and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the Water and Wastewater System, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinances authorizing the issuance of the Prior Lien Obligations, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of the Prior Lien Obligations, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of the Prior Lien Obligations.

ARTICLE III  
AUTHORIZATION; GENERAL TERMS AND PROVISIONS  
REGARDING THE CERTIFICATES

Section 3.01 Authorization.

(a) The City's certificates of obligation (the "Certificates") are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, specifically Subchapter C, Chapter 271, Texas Local Government Code, as amended, Chapter 1371 and Article VIII of the City's Home-Rule Charter. The Certificates may be issued, from time to time, in one or more series, on the dates and in the aggregate principal amount designated in the Pricing Certificate therefor for the purpose of paying contractual obligations to be incurred for the following purposes, to wit: (i) construction, renovation, improvement and extension of City streets and related infrastructure, vehicles and equipment, including sidewalks, street lighting, traffic signals/controllers and traffic signal communication systems, signage, drainage, landscaping, utility improvements, extensions, relocations and acquisition of land and rights-of-way in connection therewith; (ii) construction, improvement, renovation and equipment of fire department facilities and acquisition of land, buildings and other facilities related thereto (collectively, the "Project"), and (iii) payment of professional services of attorneys, financial advisors, engineers and other professionals in connection with the Project and the issuance of the Certificates.

(b) The aggregate principal amount of Certificates issued pursuant to this Ordinance shall not exceed \$30,000,000.

(c) If Certificates are issue in more than one series, the provisions of this Ordinance shall apply to each such series in the manner, to the extent and subject to such terms and conditions as shall be specified in the Pricing Certificate therefor.

Section 3.02 Date, Denomination, Maturities, and Interest.

(a) The Certificates shall be dated the date set forth in the Pricing Certificate (the “Certificate Date”). The Certificates shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof and shall be numbered separately from one upward, except the Initial Certificate, which shall be numbered T-1 or in such other manner provided in the Pricing Certificate.

(b) The Certificates shall mature on the date or dates, in the years and in the principal amounts set forth in the Pricing Certificate.

(c) Interest shall accrue and be paid on each Certificate respectively until its maturity or prior redemption, from the later of the Certificate Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the Pricing Certificate. Such interest shall be payable on each Interest Payment Date until maturity or prior redemption. Interest on the Certificates shall be calculated on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each, or on such other basis as set forth in the Pricing Certificate.

Section 3.03 Medium, Method, and Place of Payment.

(a) The principal of and interest on the Certificates shall be paid in lawful money of the United States of America.

(b) Interest on the Certificates shall be payable to the Owners as shown in the Register at the close of business on the Record Date; provided, however, in the event of nonpayment of interest on a scheduled Interest Payment Date and for 30 days thereafter, a new record date for such interest payment (a “Special Record Date”) shall be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the “Special Payment Date,” which shall be fifteen (15) days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by first-class United States mail, postage prepaid, to the address of each Owner of a Certificate appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) Interest shall be paid by check, dated as of the Interest Payment Date, and sent United States mail, first class postage prepaid, by the Paying Agent/Registrar to each Owner, at the address thereof as it appears in the Register, or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, that the Owner shall bear all risk and expense of such other banking arrangement. At the option of an Owner of at least \$1,000,000 principal amount of the Certificates, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar.

(d) The principal of each Certificate shall be paid to the Owner thereof on the due date, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(f) Unclaimed Payments shall be segregated in a special escrow account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owners of the Certificates to which the Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment on the Certificates thereafter coming due; to the extent any such moneys remain three (3) years after the retirement of all outstanding Certificates, such moneys shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar, nor any other person shall be liable or responsible to any Owners of such Certificates for any further payment of such unclaimed moneys or on account of any such Certificates, subject to Title 6 of the Texas Property Code.

#### Section 3.04 Execution and Registration of Certificates.

(a) The Certificates shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by (or, to the extent allowed by law, bearing a facsimile signature of) the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Certificate has been duly approved by the Attorney General of the State of Texas, that it is a valid and binding obligation of

the City, and that it has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Certificate of each series reflecting the terms set forth in the Pricing Certificate and representing the entire principal amount of all Certificates, payable in stated installments to the Purchaser, or its designee, executed by the Mayor and City Secretary of the City by their manual or facsimile signatures, approved by the Attorney General, and registered and manually signed by (or, to the extent allowed by law, bearing a facsimile signature of) the Comptroller of Public Accounts, will be delivered to the Purchaser or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver a single registered, definitive Certificate for each maturity, in the aggregate principal amount thereof, to DTC on behalf of the Purchaser.

#### Section 3.05 Ownership.

(a) The City, the Paying Agent/Registrar, and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment as herein provided (except interest shall be paid to the person in whose name such Certificate is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

#### Section 3.06 Registration, Transfer, and Exchange.

(a) So long as any Certificates remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Ordinance.

(b) The ownership of a Certificate may be transferred only upon the presentation and surrender of the Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Certificate shall be effective until entered in the Register.

(c) The Certificates shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Certificate or Certificates of the same series, maturity and interest rate and in a denomination or denominations of any integral multiple of \$5,000, and in an aggregate principal amount equal to the unpaid principal amount of the Certificates presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Certificates exchanged for other Certificates in accordance with this Section.

(d) Each exchange Certificate delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled

to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such exchange Certificate is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Certificates. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Certificate.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Certificate called for redemption, in whole or in part, where such redemption is scheduled to occur within forty-five (45) calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Certificate.

#### Section 3.07 Cancellation.

All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall then return such cancelled Certificates to the City or may in accordance with law destroy such cancelled Certificates and periodically furnish the City with certificates of destruction of such Certificates.

#### Section 3.08 Temporary Certificates.

(a) Following the delivery and registration of the Initial Certificate and pending the preparation of definitive Certificates, the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Certificates that are printed, lithographed, typewritten, mimeographed, or otherwise produced, in any denomination, substantially of the tenor of the definitive Certificates in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions, and other variations as the officers of the City executing such temporary Certificates may determine, as evidenced by their signing of such temporary Certificates.

(b) Until exchanged for Certificates in definitive form, such Certificates in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Certificates in definitive form; thereupon, upon the presentation and surrender of the Certificate or Certificates in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Certificates in temporary form and shall authenticate and deliver in exchange therefor a Certificate or Certificates of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Certificate or Certificates in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.



### Section 3.09 Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of the same series and of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of the same series and of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction, or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed, or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate when it becomes due and payable.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

### Section 3.10 Book-Entry-Only System.

(a) Notwithstanding any other provision hereof, upon initial issuance of the Certificates, the Certificates shall be registered in the name of Cede & Co., as nominee of DTC. The definitive Certificates shall be initially issued in the form of a single separate certificate for each of the maturities thereof.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute owner of such Certificate for the purpose of payment of principal of and interest on Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the respective Owners as shown in the Register, as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of interest on the Certificates to the extent of the sum, or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) An Authorized Officer is authorized and directed to execute and deliver the Representation Letter applicable to the City's obligations (including the Certificates) delivered in book-entry-only form to DTC as securities depository for the Certificates.

### Section 3.11 Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the City determines that it is in the best interest of the City and the beneficial owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of

certificated Certificates and cause the Paying Agent/Registrar to transfer one or more separate registered Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

#### Section 3.12 Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as the Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificates, and all notices with respect to such Certificates shall be made and given, respectively, in the manner provided in the Representation Letter of the City to DTC.

### ARTICLE IV REDEMPTION OF CERTIFICATES BEFORE MATURITY

#### Section 4.01 Redemption.

The Certificates are subject to redemption before their scheduled maturity only as provided in this Article IV and the Pricing Certificate.

#### Section 4.02 Optional Redemption.

(a) The City reserves the option to redeem Certificates on the terms and in the manner provided in the Form of Certificate attached hereto as Exhibit C, with such changes as are required by the Pricing Certificate.

(b) Except as otherwise provided in the Pricing Certificate, if less than all of the Certificates are to be redeemed pursuant to an optional redemption, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot, or by any other customary method that results in a random selection, the Certificates, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(c) The City, at least forty-five (45) days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Certificates to be redeemed.

#### Section 4.03 Mandatory Sinking Fund Redemption.

Certificates designated as "Term Certificates," if any, in the Pricing Certificate are subject to scheduled mandatory redemption and will be redeemed by the City, out of moneys available for such purpose in the Interest and Sinking Fund, in the manner provided in the Form of Certificate attached hereto as Exhibit C, with such changes as are required by the Pricing Certificate. Term Certificates shall be subject to mandatory redemption at the price, on the dates, and in the respective principal amounts set forth in the Pricing Certificate.

#### Section 4.04 Partial Redemption.

(a) Except as otherwise provided in the Pricing Certificate, a portion of a single Certificate of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(b) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge.

(c) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

#### Section 4.05 Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by United States mail, first class postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and, if less than all the Certificates outstanding are to be redeemed, an identification of the Certificates or portions thereof to be redeemed.

(c) The City reserves the right to give notice of its election or direction to redeem Certificates under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

#### Section 4.06 Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting, aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of and accrued interest on the Certificates being redeemed.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of and accrued interest on such Certificate to the date of redemption from the money set aside-for such purpose.

#### Section 4.07 Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Ordinance and subject to any conditions or rights reserved by the City under Section 4.05(c), the Certificates or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in its obligation to make provision for the payment of the principal thereof or accrued interest thereon, such Certificates or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Certificates are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall remain outstanding and continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same by the City.

#### Section 4.08 Lapse of Payment.

Money set aside for the redemption of Certificates and remaining unclaimed by the Owners of such Certificates shall be subject to the provisions of Section 3.03(f) hereof.

### ARTICLE V PAYING AGENT/REGISTRAR

#### Section 5.01 Appointment of Paying Agent/Registrar.

The form of Paying Agent/Registrar Agreement presented at the meeting at which this Ordinance was approved and the appointment of the Paying Agent/Registrar identified therein are hereby approved.

The Mayor is hereby authorized and directed to execute the Paying Agent/Registrar Agreement with the Paying Agent/Registrar, specifying the duties and responsibilities of the City and the Paying Agent/Registrar, in substantially the form presented at the meeting at which this Ordinance was approved with such changes as may be approved by an Authorized Officer. The signature of the Mayor shall be attested by the City Secretary.

Section 5.02 Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Certificates.

Section 5.03 Maintaining Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04 Termination.

The City, upon not less than sixty (60) days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05 Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by United States mail, first class postage prepaid, at the address thereof in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06 Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07 Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

ARTICLE VI  
FORM OF THE CERTIFICATES

Section 6.01 Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Certificates, (i) shall be generally in the form set forth in Exhibit C



hereto, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and the Pricing Certificate, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.

(c) The definitive Certificates, if any, shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

(d) The Initial Certificate submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

#### Section 6.02 CUSIP Registration.

The City or the Purchaser may secure identification numbers through CUSIP Global Services, managed on behalf of the American Bankers Association by S&P Capital IQ, and may authorize the printing of such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Certificates shall be of no significance or effect in regard to the legality thereof and neither the City nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Certificates.

#### Section 6.03 Legal Opinion.

The approving legal opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel, may be attached to or printed on the reverse side of each Certificate over the certification of the City Secretary of the City, which may be executed in facsimile.

#### Section 6.04 Statement of Insurance.

A statement relating to a municipal bond insurance policy, if any, to be issued for any Certificate or Certificates may be printed on or attached to each such Certificate.

### ARTICLE VII SALE AND DELIVERY OF CERTIFICATES; DEPOSIT OF PROCEEDS

#### Section 7.01 Sale of Certificates: Official Statement.

(a) The Certificates shall be sold in accordance with the terms of this Ordinance, including this Section 7.01(a) and Exhibit B hereto, provided that all of the conditions set forth in Exhibit B can be satisfied. As authorized by Chapter 1371, the Authorized Officer is authorized

to act on behalf of the City, upon determining that the conditions set forth in Exhibit B can be satisfied, in selling and delivering the Certificates and carrying out the other procedures specified in this Ordinance, including determining (i) the manner of sale (which may be by private placement, negotiated or competitive sale, limited or public offering or any combination thereof), (ii) the total aggregate principal amount and the number of series of the Certificates (including the aggregate principal amount of each series of Certificates issued to effect the purposes identified in Section 3.01 of this Ordinance), (iii) the date(s) on which the Certificates of each series will be sold and delivered, (iv) whether to acquire bond insurance for the Certificates, (v) the price at which the Certificates of each series will be sold, (vi) the title, designation and/or number for the Certificates of each series to be issued, (vii) the form in which the Certificates shall be issued, (viii) the dates on which the Certificates will mature, the principal amount to mature in each year, the rate(s) of interest to be borne by each such maturity, the interest payment dates, and the initial date from which interest will accrue, (ix) whether Certificates shall be issued as Tax-Exempt Certificates or Taxable Certificates, (x) the dates, prices and other terms upon and at which the Certificates of each series shall be subject to redemption or tender prior to maturity (including terms for optional and mandatory sinking fund redemption), and (xi) all other terms and provisions of the Certificates of each series and all other matters relating to the issuance, sale and delivery thereof, all of which shall be specified in the Pricing Certificate therefor.

The Authorized Officer may approve modifications to this Ordinance to conform to the terms of the Certificates, as approved by the Authorized Officer, and execute any instruments, agreements and other documents as the Authorized Officer shall deem necessary or appropriate in connection with the issuance, sale and delivery of Certificates pursuant to this Ordinance.

The authority granted to the Authorized Officer under this Section 7.01(a) shall expire at 11:59 p.m. on the first anniversary of the date of adoption of this Ordinance (the "Expiration Date"), unless otherwise extended by the City Council by separate action. Certificates sold pursuant to a Purchase Contract (in the case of a private placement or negotiated sale) or winning bid (in the case of a competitive offering) executed on or before the Expiration Date may be delivered after such date.

In satisfaction of Section 1201.022(a)(3), Texas Government Code, the City Council hereby determines that the delegation of the authority to the Authorized Officer to approve the final terms and conditions of each series of the Certificates as set forth in this Ordinance is, and the decisions made by the Authorized Officer pursuant to such delegated authority and incorporated in a Pricing Certificate will be, in the best interests of the City and shall have the same force and effect as if such determination were made by the City Council, and the Authorized Officer is hereby authorized to make and include in a Pricing Certificate an appropriate finding to that effect. Any finding or determination made by the Authorized Officer relating to the issuance and sale of the Certificates and the execution of the Purchase Contract in connection therewith shall have the same force and effect as a finding or determination made by the City Council.

(b) An Authorized Officer is hereby authorized and directed to execute and deliver the Purchase Contract (in the case of a private placement or negotiated sale) or the winning bid (in the case of a competitive offering) in the form and on the terms approved by the Authorized Officer, and all other officers, agents and representatives of the City are hereby authorized to do any and

all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Certificates.

(c) The form and substance of the Preliminary Official Statement, and any addenda, supplement or amendment thereto, are hereby in all respects approved and adopted for use in connection with the public offering and sale of each series of Certificates, with such appropriate variations as shall be approved by the Authorized Officer, and the Preliminary Official Statement is hereby deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Authorized Officer is hereby authorized and directed to cause to be prepared a final Official Statement (the "Official Statement") incorporating applicable pricing information and other terms pertaining to each series of Certificates, and to execute the same by manual or facsimile signature and deliver appropriate numbers of executed copies thereof to the Purchaser. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Authorized Officer and the Purchaser, may be used by the Purchaser in the public offering and sale of the Certificates. The use and distribution of the Preliminary Official Statement, and the preliminary public offering of the Certificates by the Purchaser, is hereby ratified, approved and confirmed. In the event the Certificates are sold pursuant to a competitive sale, the Authorized Officer is hereby authorized to approve the preparation and distribution of a notice of sale.

(d) All officers of the City are authorized to execute such documents, certificates, receipts and other instruments as they may deem appropriate in order to consummate the delivery of the Certificates in accordance with the terms of sale therefor including, without limitation, the Purchase Contract.

(e) The obligation of the Purchaser to accept delivery of the Certificates is subject to the closing conditions set forth in the Purchase Contract being satisfied, including specifically the Purchaser being furnished with the final, approving opinion of Bond Counsel, which opinion shall be dated as of and delivered on the Closing Date.

#### Section 7.02 Control and Delivery of Certificates.

(a) An Authorized Officer of the City is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Certificates shall be made to the Purchaser under and subject to the general supervision and direction of the Authorized Officer, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor or City Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tem and the Assistant City Secretary shall for

the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor and City Secretary, respectively.

Section 7.03 Deposit of Proceeds.

Proceeds from the sale of the Certificates shall be applied in accordance with the provisions set forth in the Pricing Certificate, which may provide for the creation of any special accounts deemed necessary or appropriate by the Authorized Officer.

ARTICLE VIII  
INVESTMENTS

Section 8.01 Investments.

(a) Money in the Interest and Sinking Fund created by this Ordinance and any special accounts provided for in the Pricing Certificate pursuant to Section 7.03, at the City's option, may be invested in such securities or obligations as permitted under applicable law. The Authorized Officer, and any other officer of the City authorized to make investments on behalf of the City, are hereby authorized and directed to execute and deliver, on behalf of the City, any and all investment agreements, guaranteed investment contracts or repurchase agreements in connection with the investment of moneys on deposit in the Interest and Sinking Fund and any special accounts provided for in the Pricing Certificate pursuant to Section 7.03, but only to the extent such investment agreements, guaranteed investment contracts or repurchase agreements are authorized investments under applicable law.

(b) Any securities or obligations in which money in the Interest and Sinking Fund is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.02 Investment Income.

(a) Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such fund.

(b) Interest and income derived from investment of other funds to be deposited pursuant to Section 7.03 hereof shall be credited to the fund or account where deposited or shall be transferred to the Interest and Sinking Fund as shall be determined by the City Council.

ARTICLE IX  
PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01 Payment of the Certificates.

On or before each Interest Payment Date for the Certificates and while any of the Certificates are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund money sufficient to pay such interest on and

principal of the Certificates as will accrue or mature on the applicable Interest Payment Date, maturity date or date of prior redemption.

#### Section 9.02 Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will promptly pay or cause to be paid the principal of and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

#### Section 9.03 Covenants to Maintain Tax Exempt Status.

(a) Not to Cause Interest on Tax-Exempt Certificates to Become Taxable. The City shall not use, permit the use of or omit to use Gross Proceeds of any Tax-Exempt Certificates or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause the interest on such Tax-Exempt Certificates to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City shall have received a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Tax-Exempt Certificates, the City shall comply with each of the specific covenants in this Section.

(b) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall, at all times after the Issue Date of any Tax-Exempt Certificate and prior to the last stated maturity of the Tax-Exempt Certificates

(i) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds of such Tax-Exempt Certificates (including property financed with Gross Proceeds of the Refunded Obligations or notes or bonds refunded by the Refunded Obligations) and not use or permit the use of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity other than a state or local government, unless such use is solely as a member of the general public, or

(ii) not directly or indirectly impose or accept any charge or other payment for use of Gross Proceeds of such Tax-Exempt Certificates or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded

Obligations or notes or bonds refunded by the Refunded Obligations) other than taxes of general application and interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(c) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of such Tax-Exempt Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, Gross Proceeds are considered to be “loaned” to a person or entity if (1) property acquired, constructed or improved with Gross Proceeds (including property financed with Gross Proceeds of the Refunded Obligations or notes or bonds refunded by the Refunded Obligations) is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes, (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement, or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or such property are otherwise transferred in a transaction which is the economic equivalent of a loan.

(d) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the final stated maturity or final payment of such Tax-Exempt Certificates, directly or indirectly invest Gross Proceeds of such Tax-Exempt Certificates in any Investment (or use such Gross Proceeds to replace money so invested), if as a result of such investment the Yield of all Investments allocated to such Gross Proceeds whether then held or previously disposed of, exceeds the Yield on the Tax-Exempt Certificates.

(e) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Tax-Exempt Certificates to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(f) Information Report. The City shall timely file with the Secretary of the Treasury the information required by Section 149(e) of the Code with respect to the Tax-Exempt Certificates on such forms and in such place as such Secretary may prescribe.

(g) Payment of Rebate Amount. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder, the City shall:

(i) account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of such accounting for at least six years after the final Computation Date. The City may, however, to the extent permitted by law, commingle Gross Proceeds of the Tax-Exempt Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of such Gross Proceeds and the obligations acquired therewith,

(ii) calculate the Rebate Amount with respect to the Tax-Exempt Certificates not less frequently than each Computation Date, in accordance with rules set forth in Section 148(f) of the Code, Section 1.148-3 of the Regulations, and the rulings thereunder.



The City shall maintain a copy of such calculations for at least six years after the final Computation Date,

(iii) as additional consideration for the purchase of the Tax-Exempt Certificates by the initial purchaser thereof and the loan of the money represented thereby, and in order to induce such purchase by measures designed to ensure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, pay to the United States the amount described in paragraph (ii) above at the times, in the installments, to the place, in the manner and accompanied by such forms or other information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and

(iv) exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (ii) and, if such error is made, to discover and promptly to correct such error within a reasonable amount of time thereafter, including payment to the United States of any interest and any penalty required by the Regulations.

(h) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Tax-Exempt Certificates, not been relevant to either party.

(i) Not Hedge Bonds. The City did not invest more than 50 percent of the Proceeds of any series of the Refunded Obligations (or, if applicable, the obligations refunded by the Refunded Obligations (the "Original Bonds")) in Nonpurpose Investments having a guaranteed yield for four years or more. On the Issue Date of the Refunded Obligations, or, if applicable, the Original Bonds, the City reasonably expected that at least 85 percent of the Net Sale Proceeds of each series of the Refunded Obligations, or, if applicable, the Original Bonds, would be used to carry out the governmental purpose of such series within three years after the Issue Date of such series.

Section 9.04 Disposition of Project. The City covenants that the property financed or refinanced with the proceeds of the Tax-Exempt Certificates will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of a nationally-recognized bond counsel substantially to the effect that such sale or other disposition will not adversely affect the tax-exempt status of the Tax-Exempt Certificates. For purposes of this Section, the portion of the property comprising personal property and disposed of in the ordinary course of business shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this Section, the City shall not be obligated to comply with this covenant if it obtains an opinion of a nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

## ARTICLE X DEFAULT AND REMEDIES

### Section 10.01 Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

- (i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or
- (ii) default in the performance or observance of any other covenant, agreement, or obligation of the City, which default materially and adversely affects the rights of the Owners, including but not limited to their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Owner to the City.

### Section 10.02 Remedies for Default.

(a) Upon the happening of any Event of Default, then any Owner or an authorized representative thereof, including but not limited to a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance by mandamus or other suit, action or special proceeding in equity or at law in any court of competent jurisdiction for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Certificates then outstanding.

### Section 10.03 Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

## ARTICLE XI DISCHARGE

### Section 11.01 Discharge.

Except as otherwise provided in the Pricing Certificate, the Certificates may be defeased, discharged or refunded in any manner permitted by applicable law.

## ARTICLE XII CONTINUING DISCLOSURE UNDERTAKING

### Section 12.01 Annual Reports.

(a) The City shall provide annually to the MSRB, (1) within six (6) months after the end of each fiscal year of the City, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 7.01 of this Ordinance, being information of the type described in Exhibit A hereto, including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit A, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is, not complete within twelve (12) months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available.

(b) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific referenced to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

(d) An Authorized Officer is authorized to establish and implement written procedures to ensure compliance with the reporting requirements imposed by this Section. Such procedures may be modified and amended by the Authorized Officer from time to time to the extent the modification or amendment of such procedures are deemed necessary, useful or appropriate.

### Section 12.02 Event Notices.

(a) The City shall notify the MSRB, in a timely manner (not in excess of ten (10) Business Days after the occurrence of an event), of any of the following events with respect to the Certificates:

- (i) principal and interest payment delinquencies;
- (ii) nonpayment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (vii) modifications to rights of Owners, if material;
- (viii) redemption calls, if material, and tender offers;
- (ix) defeasances;
- (x) release, substitution, or sale of property securing repayment of the Certificates, if material;
- (xi) rating changes;
- (xii) bankruptcy, insolvency, receivership or similar event of the City;
- (xiii) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) appointment of a successor trustee or change in the name of the trustee, if material;
- (xv) incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (xii) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed

jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding paragraphs (xv) and (xvi) and the definition of Financial Obligation in this Ordinance to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

(b) The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 12.01 of this Ordinance by the time required by such Section.

#### Section 12.03 Identifying Information.

All documents provided to the MSRB pursuant to this Article shall be provided in an electronic format and be accompanied by identifying information as prescribed by the MSRB.

#### Section 12.04 Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an “obligated person” with, respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any Certificate calls and any defeasances that cause the City to be no longer an “obligated person.”

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (B) an entity or individual person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Certificates. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.01 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in type of financial information or operating data so provided.

### ARTICLE XIII AMENDMENTS; ATTORNEY GENERAL MODIFICATION

#### Section 13.01 Amendments.

This Ordinance shall constitute a contract with the Owners, be binding on the City, and shall not be amended or repealed by the City so long as any Certificate remains outstanding except as permitted in this Section. The City may, without consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of the Owners of the Certificates holding a majority in aggregate principal amount of the Certificates then outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners of outstanding Certificates, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Certificates, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Certificates, (ii) give any preference to any Certificate over any other Certificate, or (iii) reduce the aggregate principal amount of Certificates required to be held by Owners for consent to any such amendment, addition, or rescission.

#### Section 13.02 Attorney General Modification.

In order to obtain the approval of the Certificates by the Attorney General of the State of Texas, any provision of this Ordinance may be modified, altered or amended after the date of its



adoption if required by the Attorney General in connection with the Attorney General's examination as to the legality of the Certificates and approval thereof in accordance with the applicable law. Such changes, if any, shall be provided to the City Secretary and the City Secretary shall insert such changes into this Ordinance as if approved on the date hereof.

ARTICLE XIV  
EFFECTIVE IMMEDIATELY

Section 14.01 Effective Immediately.

Notwithstanding the provisions of the City Charter, this Ordinance shall become effective immediately upon its adoption at this meeting pursuant to Section 1201.028, Texas Government Code.

*[Signature Page Follows.]*

PRESENTED, FINALLY PASSED AND APPROVED, AND EFFECTIVE on the 22<sup>nd</sup> day of June, 2021, at a regular meeting of the City Council of the City of Lubbock, Texas.

\_\_\_\_\_  
DANIEL M. POPE, Mayor

ATTEST:

\_\_\_\_\_  
REBECCA GARZA, City Secretary

[SEAL]

APPROVED AS TO CONTENT:

By: \_\_\_\_\_  
D. BLU KOSTELICH, Chief Financial Officer

APPROVED AS TO FORM:

By: \_\_\_\_\_  
JERRY V. KYLE, JR., Bond Counsel

## **EXHIBIT A**

### **DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION\***

The following information is referred to in Article XII of this Ordinance.

#### **Annual Financial Statements and Operating Data**

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. The portions of the financial statements of the City appended to the Official Statement as APPENDIX B, but for the most recently concluded fiscal year.

2. Statistical and financial data set forth in the Official Statement in “APPENDIX A - FINANCIAL INFORMATION REGARDING THE CITY” (Tables 1-5 and 7-17).

#### **Accounting Principles**

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above.

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\* Subject to any changes prescribed by the Pricing Certificate.

## **EXHIBIT B**

### **SALE PARAMETERS**

In accordance with Section 7.01(a) of the Ordinance, the following conditions with respect to the Certificates of each series must be satisfied in order for the Authorized Officer to act on behalf of the City in selling and delivering Certificates to the Purchaser:

- (a) the price to be paid for the Certificates of any series shall not be less than 90% of the aggregate principal amount of the Certificates of such series;
- (b) the interest rate of the Certificates of any series shall not exceed the maximum rate allowed by Chapter 1204, Texas Government Code, as amended;
- (c) no Certificate shall mature later than twenty-one (21) years after the date of its delivery;
- (d) the principal amount of the Certificates of each series shall produce proceeds in an amount sufficient, as determined by the Authorized Officer, to fund the purpose(s) identified in Section 3.01(a) being financed by the issuance of the Certificates of such series and such principal amount (when combined with the aggregate principal amount of any other series of Certificates issued pursuant to this Ordinance) shall not exceed the maximum amount authorized by Section 3.01(b) of this Ordinance; and
- (e) the Certificates to be issued, prior to delivery, must have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long term obligations.

## EXHIBIT C

### FORM OF THE CERTIFICATES

The form of the Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be generally as follows, provided, however, that the substantially final form of the Certificates shall be set forth in or attached to the Pricing Certificate and shall incorporate and reflect the final terms of the Certificates set forth in the Pricing Certificate:

(a) Form of Certificate.

REGISTERED  
No. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

United States of America  
State of Texas  
County of Lubbock  
CITY OF LUBBOCK, TEXAS  
COMBINATION TAX AND REVENUE  
CERTIFICATES OF OBLIGATION  
[TAXABLE] SERIES 20[ ]

INTEREST RATE:	MATURITY DATE:	CERTIFICATE DATE	CUSIP NUMBER
_____%	_____	_____ <sup>1</sup>	_____

The City of Lubbock (the “City”), in the County of Lubbock, State of Texas, for value received, hereby promises to pay to

\_\_\_\_\_

or registered assigns, on the Maturity Date specified above, the sum of

\_\_\_\_\_DOLLARS

unless this Certificate shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the Certificate Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal, amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on February 15 and

\_\_\_\_\_  
<sup>1</sup> Information to be inserted from Pricing Certificate.

August 15 of each year, commencing \_\_\_\_\_<sup>2</sup>. All capitalized terms used herein but not defined shall have the meaning assigned to them in the Ordinance (defined below).

The principal of this Certificate shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Certificate at the corporate trust office in Dallas, Texas (the “Designated Payment/Transfer Office”), of The Bank of New York Mellon Trust Company, National Association, the initial Paying Agent/Registrar or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Certificate is payable by check dated as of the interest payment date, and will be mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expenses of such customary banking arrangement. At the option of an Owner of at least \$1,000,000 principal amount of the Certificates, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar. For the purpose of the payment of interest on this Certificate, the registered owner shall be the person in whose name this Certificate is registered at the close of business on the “Record Date,” which shall be the last Business Day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled payment date and for 30 days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the “Special Payment Date,” which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by first-class United States mail, postage prepaid, to the address of each owner of a Certificate appearing in the registration books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Certificate is one of a series of fully registered certificates specified in the title hereof issued in the aggregate principal amount of \$ \_\_\_\_\_<sup>3</sup> (herein referred to as the “Certificates”), issued pursuant to a certain ordinance of the City (the “Ordinance”) for the purpose of paying contractual obligations to be incurred for authorized public improvements (collectively, the “Project”), as described in the Ordinance, and to pay the contractual obligations for professional services of attorneys, financial advisors and other professionals in connection with the Project and the issuance of the Certificates.

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<sup>2</sup> Information to be inserted from Pricing Certificate.

<sup>3</sup> Information to be inserted from Pricing Certificate.



[The City has reserved the option to redeem the Certificates maturing on or after February 15, 20\_\_, in whole or in part, before their respective scheduled maturity dates, on \_\_\_\_\_, 20\_\_, or on any date thereafter, at a price equal to the principal amount of the Certificates so called for redemption plus accrued interest to the date fixed for redemption. If less than all of the Certificates are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot or other customary method that results in a random selection the Certificates, or portions thereof, within such maturity and in such principal amounts, for redemption]<sup>4</sup>

[Certificates maturing on February 15 in each of the years \_\_\_\_ through \_\_, inclusive (the "Term Certificates"), are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the City, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

Term Certificates Maturing February 15, 20\_\_

Redemption Date

Principal Amount

February 15, 20\_\_

February 15, 20\_\_

February 15, 20\_\_ (maturity)

The Paying Agent/Registrar will select by lot or by any other customary method that results in a random selection the specific Term Certificates or with respect to Term Certificates having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Certificates required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Certificates which, at least forty-five (45) days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]<sup>5</sup>

Notice of such redemption or redemptions shall be given by first class mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the registered owner of each of the Certificates to be redeemed in whole or in part. In the Ordinance, the City reserves the right in the case of an optional redemption to give notice of its election or direction to redeem Certificates conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying

<sup>4</sup> Insert optional redemption provisions, if any, and revise as necessary to conform to the Pricing Certificate.

<sup>5</sup> Insert mandatory sinking fund redemption provisions, if any, and conform as necessary to the Pricing Certificate.

Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected owners. Any Certificates subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Certificate is transferable upon surrender of this Certificate for transfer at the designated office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Certificates of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Certificate called for redemption where such redemption is scheduled to occur within forty five (45) calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Certificate.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Certificate is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Certificate is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Certificate be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Certificate and the series of which it is a part is duly authorized by law; that all acts, conditions, and things to be done precedent to and in the issuance of the Certificates have been properly done and performed and have happened in regular and due time, form, and manner as required by law; that ad valorem taxes upon all taxable property in the City have been levied for and pledged to the payment of the debt service requirements of the Certificates within the limit prescribed by law; that, in addition to said taxes, further provisions have been made for the payment of the debt service requirements of the Certificates by pledging to such purpose Surplus Revenues, as defined in the Ordinance, derived by the City from the operation of the Water and Wastewater System in an amount limited to \$1,000; that when so collected, such taxes and Surplus Revenues shall be appropriated to such purposes; and that the total indebtedness of the City, including the Certificates, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Certificate to be executed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Certificate.

\_\_\_\_\_  
Mayor, City of Lubbock, Texas

\_\_\_\_\_  
City Secretary,  
City of Lubbock, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate. The following Comptroller's Registration Certificate may be deleted from the definitive Certificates if such certificate on the Initial Certificate is fully executed.

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
OF THE STATE OF TEXAS	§	

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Certificate has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of the City of Lubbock, Texas; and that this Certificate has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, \_\_\_\_\_.

[SEAL]

\_\_\_\_\_  
Comptroller of Public Accounts of the State  
of Texas

(c) Form of Certificate of Paying Agent/Registrar. The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the Comptroller's Registration Certificate appears thereon.

## CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of Certificates was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Certificates referred to in the within-mentioned Ordinance.

\_\_\_\_\_  
as Paying Agent/Registrar

Dated:

By: \_\_\_\_\_  
Authorized Signatory

(d) Form of Assignment.

### ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(Social Security or other identifying number: \_\_\_\_\_) the within Certificate and all rights hereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Certificate on the books kept for registration hereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed By:

\_\_\_\_\_  
Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) The Initial Certificate shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Certificate the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and the heading "CUSIP NUMBER" shall be deleted; and

(ii) in the first paragraph of the Certificate, the words "on the Maturity Date specified above" shall be deleted and the following will be inserted: "on February 15 in

each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rate</u>
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(Information to be inserted from the Pricing Certificate  
pursuant to Section 3.02 of this Ordinance)



## Regular City Council Meeting

7. 6.

Meeting Date: 06/22/2021

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### Information

#### Agenda Item

**Resolution - Lubbock Power & Light:** Consider a resolution authorizing the publication of a Notice of Intention to issue Electric Light and Power System Revenue Bonds, Series 2021.

#### Item Summary

The Electric Light and Power System (EL&PS) Revenue Bonds, Series 2021, are being issued for the following purposes: (i) to fund acquisition, purchasing, construction, improvement, renovation, enlarging and/or equipping of property, buildings, structures, facilities, and/or related infrastructure for Lubbock Power & Light (LP&L or System), and (ii) to refund interim obligations issued for such purposes.

On April 23, 2019, the City Council approved an ordinance authorizing the issuance of short-term (interim) obligations to fund LP&L's capital program. On that date the City Council established an Electric Light and Power System Revenue Revolving Note Program (Note Program) and authorized the issuance of program obligations, from time to time, in an aggregate principal amount not to exceed \$300 million.

LP&L has utilized the Note Program to finance the significant investment in new power lines and substation construction related to a 69kV inner transmission loop, a 115kV outer transmission loop, and a 345kV interconnection to the Electric Reliability Council of Texas (ERCOT), along with other ongoing System improvements.

Now that construction is nearing completion on the ERCOT interconnection, LP&L wishes to convert the interim obligations to long-term bonds. The majority of the anticipated issuance is related to transmissions costs that will be repaid from a new revenue stream, which is the recovery of System transmission expenses through a transmission cost of service (TCOS) rate. Additionally, non-transmission related System improvements will also be financed, and will be repaid using existing base rates.

The proceeds of the bonds will be used to pay off the principal and interest of the notes issued through the Note Program with Bank of America, N.A.

At its meeting on August 10, 2021, the City Council will consider a single-reading ordinance authorizing the issuance of the EL&PS Revenue Bonds, Series 2021. The notice will be published once a week for a period of thirty (30) days prior to the August 10th City Council meeting.

The total amount of project costs financed with the 2021 Bonds will not exceed \$320,000,000. The annual debt service payments for the 2021 Bonds are budgeted through the annual operating budget process and are included in the LP&L long-term financial planning and rate model. The annual debt service payments for the EL&PS Revenue Bonds are paid from the System revenues of LP&L. The first

debt service payment on this issuance will not be due until FY 2021-22.

**Fiscal Impact**

The total amount of project costs financed with the 2021 Bonds will not exceed \$320,000,000.

**Staff/Board Recommending**

D. Blu Kostelich, Chief Financial Officer

Andy Burcham, Assistant Director/CFO, Lubbock Power & Light

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**Attachments**

Resolution - LPandL Notice of Intent

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A RESOLUTION AUTHORIZING PUBLICATION OF A NOTICE OF  
INTENTION TO ISSUE ELECTRIC LIGHT AND POWER SYSTEM  
REVENUE BONDS

WHEREAS, the City of Lubbock, Texas (the "City") intends to issue electric light and power system revenue bonds (the "Revenue Bonds") to: (i) fund acquisition, purchasing, construction, improvement, renovation, enlarging and/or equipping of property, buildings, structures, facilities, and/or related infrastructure for Lubbock Power & Light, and (ii) refund interim obligations issued for such purposes; and

WHEREAS, the City Council has found and determined that a notice of intention to issue the Revenue Bonds should be published in accordance with the provisions of the City Charter;

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

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

Section 2. The City Secretary of the City is hereby authorized and directed to publish a notice of intention to issue the Revenue Bonds, in substantially the form set forth in Exhibit A hereto (the "Notice") incorporated herein by reference for all purposes. The Notice shall be published once a week for a period of thirty (30) days prior to the date set forth in the Notice for passage of the ordinance authorizing the Revenue Bonds. Such Notice shall be published in a newspaper of general circulation in the area of the City.

Section 3. This resolution shall take effect from and after the date of its passage.

*[Signature page to follow]*

Resolution No. 2021- \_\_\_\_\_  
June 22, 2021  
Item No. \_\_\_\_

ADOPTED THIS June 22, 2021, by the City Council of the City of Lubbock, Texas.

CITY OF LUBBOCK, TEXAS

\_\_\_\_\_  
DANIEL M. POPE, MAYOR


ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jerry V. Kyle, Jr., Bond Counsel

*Signature Page for Notice of Intent Resolution*

EXHIBIT A

**NOTICE OF INTENTION TO ISSUE CITY OF LUBBOCK, TEXAS  
ELECTRIC LIGHT AND POWER SYSTEM REVENUE BONDS**

NOTICE IS HEREBY GIVEN that on August 10, 2021, at 4:30 p.m. at a regular meeting of the City Council of the City of Lubbock, Texas, to be held in the City Council Chambers at the Citizens Tower, 1314 Avenue K, Lubbock, Texas, the regular meeting place of the City Council, the City Council intends to pass one or more ordinances authorizing the issuance of electric light and power system revenue bonds, in one or more series, in the maximum amount not to exceed \$320,000,000 total principal amount to (i) acquire, purchase, construct, improve, renovate, enlarge, and/or equip property, buildings, structures, facilities, and/or related infrastructure for Lubbock Power & Light, and (ii) refund interim obligations issued for such purposes. A complete description of the bonds being authorized may be obtained from the Finance Department, City of Lubbock, P.O. Box 2000, Lubbock, Texas 79457; or from RBC Capital Markets, 200 Crescent Court, Suite 1500, Dallas, Texas 75201, Financial Advisor to the City.

THIS NOTICE is given in accordance with law and as directed by the City Council of the City of Lubbock, Texas on June 22, 2021.