City of Lubbock, Texas
Regular City Council Meeting
Tuesday, July 27, 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.

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.

1:00 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. Civic Lubbock, Inc. - Live Music Performance Grant Program

1. 2. Unified Development Code Update

1. 3. Presentation and Discussion Regarding Proposed Amendments to the Lubbock City Charter

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

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. *Leticia Aguilar v. City of Lubbock*, Cause No. 2021544153 pending in the 237th Judicial District Court of Lubbock County, Texas

2. 1. 3. 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 2.4 (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 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;
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

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 July 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, **no later than 2:00 p.m. on July 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.**

Public Hearings – Any person wishing to speak at a posted public hearing (Item 7.1 - 7.6) 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. June 22, 2021 Regular 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-O0081, Amendment 37, amending the FY 2020-21 Budget for municipal purposes respecting the Storm Water Operating Fund Revenue.

6. 2. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 29, amending the FY 2020-21 Budget for municipal purposes respecting the General Fund and Civil Service positions to amend full-time equivalent positions in Police, providing for filing; and providing for a savings clause.

6. 3. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 38, amending the FY 2020-21 Budget for municipal purposes respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of Housing and Community Affairs.

6. 4. **Resolution - Finance:** Consider a resolution authorizing the City to adopt the prevailing wage rate as determined by the United States Department of Labor.

6. 5. **Ordinance 2nd Reading - Right-of-Way:** Consider Ordinance No. 2021-O0082, abandoning and closing a Drainage Easement, located in Section 21, Block AK, Lubbock County, Texas, for a new plat for Fountain Hills.

6. 6. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Quitclaim Deed, by and between the City of Lubbock and Benton Oil Company, Inc., associated with a 15-foot wide alley previously closed, vacated, and abandoned, in Block 1, Hewett Addition, Lubbock County, Texas.

6. 7. **Resolution - Water Utilities:** Consider a resolution to modify the membership requirements for the Lubbock Water Advisory Commission.

6. 8. **Resolution - Water Utilities:** Consider a resolution authorizing the Mayor to execute a new five-year contract with the City of Littlefield, for the continued purchase of water during defined emergencies.

6. 9. **Resolution - Public Works Streets:** Consider a resolution authorizing the Mayor to execute Contract 15964, with West Texas Paving, Inc., to mill and relay a portion of Martin Luther King Boulevard.

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

6. 11. **Resolution - Public Health Services:** Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding (MOU) with Plainview Serenity, Inc., regarding coordination with the City of Lubbock Health Department, for providing substance abuse services and co-occurring mental health services.

6. 12. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Community Development Funding Contract 15364, and all related documents, with Planks A/C - Heat, to provide Comprehensive Energy Assistance Program (CEAP) Heating and Cooling Unit Services Repair or Replacement, to qualified low-income persons and families through CEAP, administered by the Texas Department of Housing and Community Affairs.

6. 13. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to approve and ratify the actions and signatures of the City Manager or his designee, and execute, for and on behalf of the City of Lubbock, Contract 15967 with ThyssenKrupp Elevator Corporation, for the modernization of elevator equipment at Lubbock Preston Smith International Airport.

6. 14. **Resolution - Environmental Health:** Consider a resolution authorizing the Mayor to execute Contract 15368, with Hedgerow Software US, Inc., and related documents, for software and licenses to host and manage the Environmental Health Department Data.

6. 15. **Resolution - Facilities Management:** Consider a resolution authorizing the Mayor to execute Contract 15640, with Chapman Harvey Architects, Inc., for professional services related to the evaluation and design of building envelope systems of City-owned facilities.

6. 16. **Resolution - Facilities Management:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Contract 15668 with Officewise Commercial Interiors, LLC, for the purchase of furniture, fixtures, and equipment for the Three Police Patrol Division Stations.

6. 17. **Resolution - Facilities Management:** Consider a resolution authorizing the Mayor to execute Contract 15857, with MWM Architects, Inc., for remaining construction administration professional services for the Three Police Patrol Division Stations.

6. 18. **Resolution - Facilities Management:** Consider a resolution authorizing the Mayor to execute Contract 15805 with Parkhill, for professional architectural and engineering services, for the renovation of an existing structure into a new Public Health/Community Development Facility.

6. 19. **Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor to execute a Public Transportation Master Grant Agreement, between the City of Lubbock and the Texas Department of Transportation, to provide for efficient and effective contract administration required by state and federal laws, regarding federal funds to Citibus.

6. 20. **Resolution - Civic Center:** Consider a resolution approving the recommendation from the Cultural Arts Grant Review Committee and the Civic Lubbock, Inc. Board of Directors, for the 2021 Cultural Arts Grant Program, using Hotel Occupancy Tax funds collected at the end of FY 2019-20.

6. 21. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute Contract 16007, with Gorman Outdoor, Inc., for parks turf maintenance.

6. 22. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Contract 15779, with Green Plains Design, LLC, for parks turf maintenance.

6. 23. **Resolution - GIS and Data Services:** Consider a resolution authorizing the Mayor to execute a Consultant Contract between the City of Lubbock and the Lubbock Metropolitan Planning Organization (LMPO), to provide Geographic Information System services to LMPO, for FY 2021-22.

6. 24. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to approve and ratify the actions and signatures of the City Manager or his designee, and execute, for and on behalf of the City of Lubbock, Purchase Order 31060015, with Daco Fire Safety Equipment, for repair of Lubbock Fire Rescue Fire Engine #1.

6. 25. **Resolution - Emergency Management:** Consider a resolution authorizing the Mayor to execute Purchase Order 10024209, with Joe Goddard Enterprises, Inc., for the purchase of siren poles for the outdoor warning system.

6. 26. **Ordinance 2nd Reading - City Manager:** Consider Ordinance No. 2021-O0084, amending Chapter 2, Section 2.03.491 of the Code of Ordinances, regarding the establishment and membership of the City of Lubbock Building Board of Appeals.

6. 27. **Ordinance 2nd Reading - City Council:** Consider Ordinance No. 2021-O0085, repealing Chapter 2, Section 2.02.001(c) of the Code of Ordinances regarding certain duties of the City Secretary.

6. 28. **Resolution - Lubbock Power & Light:** Consider a resolution authorizing the Mayor of the City of Lubbock to execute the Third Amendment to Power Purchase Agreement, by and between the Texas Tech University System, acting by and through its Board of Regents ("TTU") and the City of Lubbock, acting by and through Lubbock Power & Light ("LP&L"), amending the Power Purchase Agreement, by and between TTU and LP&L, dated April 28, 2005, amending the term and clarifying the price adjustment for electric service to be provided under the original Power Purchase Agreement, as amended by the First Amendment and Second Amendment to Power Purchase Agreement.

7. **Regular Agenda**

7. 1. **Public Hearing - Planning:** Consider a request for Zone Case 2538-T, a request of Hugo Reed and Associates, Inc. for Kenny Blackwell, for a zone change from Single-Family District (R-1) to Local Retail District (C-2), at 7302 34th Street, located north of 34th Street and west of Upland Avenue, on 1.6 acres of unplatted land out of Block AK, Section 42, and consider an ordinance.

7. 2. **Public Hearing - Planning:** Consider a request for Zone Case 2690-C, a request of AMD Engineering, LLC for KWTHEM, LLC, for a zone change from Family Apartment District (A-1) and General Retail District (C-3) to Interstate Highway Commercial District (IHC), at 2501 Iola Avenue, located east of Iola Avenue and south of 24th Street, West End North Addition, Tract D1, and consider an ordinance.

7. 3. **Public Hearing - Planning:** Consider a request for Zone Case 3047-AA, a request of AMD Engineering, LLC for George McMahan Development, LLC, for a zone change from Single Family District (R-1) Specific Use to Reduced Setback Single-Family District (R-1A) at 4718, 4719, 4720, 4721, and 4724 121st Place, located north of 122nd Street and west of Quaker Avenue, on 0.86 acres of land, The Estates at Vintage Addition, Lots 91, 92, and 94-96, and consider an ordinance.

7. 4. **Public Hearing - Planning:** Consider a request for Zone Case 3436, a request of MD Rahman, for a zone change from Single-Family District (R-1) to General Retail District (C-3), at 3301 East 4th Street, located north of East 4th Street, east of Idalou Road, Moore-Elliston Addition, Block 1, Lot 9, and consider an ordinance.

7. 5. **Public Hearing - Planning:** Consider a request for Zone Case 3438, a request of Abacus Engineering Surveying for Ramona Prater and The Estate of Charles Prater, for a zone change from Transition District (T) to High-Density Apartment District (A-2), generally located north of 114th Street and east of University Avenue, on 9.664 acres of unplatted land out of Block E, Section 10, and consider an ordinance.

7. 6. **Public Hearing - Planning:** Hold a public hearing and consider an ordinance regarding a petition for annexation by the Lubbock Economic Development Alliance (LEDA), to annex an area of 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. 7. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0083, for Zone Case 3298-C, a request of Hugo Reed and Associates, Inc. for Ford Development Corporation, for a zone change from Two-Family District (R-2) Specific Use to Restricted Local Retail District (C-2A) at 3726 and 3716 146th Street, located north of 146th Street and east of Memphis Avenue, on 4.3 acres of unplatted land out of Block AK, Section 4.

7. 8. **Resolution - Planning:** Consider a resolution authorizing the Mayor to execute a Municipal Services Agreement with Loop 88, LLC, Nelson Sherman Family, LP, Edward & Carol Daniel Revocable Trust, Ilene Hobgood, and Kim Nelson, regarding a petition annexation for an area of land generally described as approximately 717.76 acres adjacent to the western city limits of the City of Lubbock, south of 34th Street and west of Inler Avenue.

7. 9. **Resolution - Planning:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to the Municipal Services Agreement, with Violet A. McInnes, Sandra K. Carlton, Wyatt Crawford, Melissa E. Crawford, Landshark Commercial Properties, LLC, Lubbock Cooper Independent School District, Grow Lubbock, LLC, and Red Canyon, LLC, for an area of land generally described as approximately 431.13 acres, adjacent to the southern city limits of the City of Lubbock, south of 146th Street and west of Avenue P.

7. 10. **Ordinance Single Reading - Finance:** Consider the adoption of an ordinance of the City of Lubbock, Texas, authorizing the issuance and sale of City of Lubbock, Texas, Tax Note, Series 2021; levying a tax in payment thereof; and enacting other provisions relating to the subject.

7. 11. **Resolution - Finance:** Consider the adoption of a resolution authorizing publication of notice of intention to issue City of Lubbock, Texas Water and Wastewater System Revenue Bonds.

7. 12. **Resolution - City Manager:** Consider a resolution authorizing the intervention of the City of Lubbock through the Atmos Texas Municipalities, comprised of Amarillo, Channing, Dalhart, and Lubbock, in proceedings to be held by the Railroad Commission of Texas related to implementation of House Bill 1520 and retain the law firm of Herrera Law & Associates, PLLC to represent the City's interest in such matters.

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

Meeting Date: 07/27/2021

Information

Agenda Item

June 22, 2021 Regular City Council Meeting

Item Summary

June 22, 2021 Regular City Council Meeting

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

6.22.2021

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
June 22, 2021
12:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 22nd of June, 2021, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas, and via video conference and teleconference at 12:00 p.m.

12:07 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

Note: City Council addressed agenda items in the following order:
- *1.1-1.2; Executive Session; 3.1-3.3.1; Citizen Comments 4; 5.1; 6.1-6.5; 6.7-6.21; 6.24-6.25; 6.6; 6.22; 6.23; and 7.1-7.6.*
- *Item No. 7.1 failed.*

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

Jarrett Atkinson, city manager, introduced the item, gave comments, and answered questions from City Council. Blu Kostelich, chief financial officer, gave a presentation on the American Rescue Plan (ARPA) as it relates to the interim final rule and funding eligibility and answered questions from City Council. Mr. Kostelich discussed the local fiscal recovery fund, health funds, and transportation funds; total City of Lubbock allocations; federal guidance on the interim final rule; Government Finance Officer Association's ARPA guiding principles; eligible expenditures; and audit and reporting requirements.

City Council gave direction to staff to prepare additional information on ARPA as it relates to revenue replacement; the relationship with Coronavirus Relief Fund (CRF) allocations; a list of projects that would be eligible for ARPA funding; social services; City of Lubbock capacity; eligible ARPA funding related to water; airport and transit allocations; community development and public health allocations; and possible allocations for the arts industry and the travel and tourism industry, and present to City Council at a future work session.

1. 2. Future Needs Committee Update and Report

Jesica McEachern, assistant city manager, gave a presentation on City Council priorities, future needs, and answered questions from City Council. Council member Jeff Griffith, chair of the Future Needs Committee; Council members Shelia Patterson Harris and Latrelle Joy, members of the Future Needs Committee; Jarrett Atkinson, city manager; and Blu Kostelich, chief financial officer, gave comments and answered questions from City Council.

Ms. McEachern presented on a recap of the Certificate of Obligation projects including Fire Station 20; the un-paved road program; and Erskine Street from the west City limits to Frankford Avenue, as recommended by the Future Needs Committee; and the Committee's recommendation to hold a bond election in November, 2021, to fund arterial street improvements and Broadway projects.

There was consensus from City Council for staff to begin taking the necessary steps to hold a bond election in November, 2021, while also directing staff to provide an additional report to City Council at the July 13, 2021, work session.

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

2. Executive Session

The meeting recessed at 1:28 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 4:50 p.m., and the meeting was called to order at 5:05 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. 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.

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

City Council reconvened at 4:50 p.m.

3. Ceremonial Items

3. 1. Invocation

Reverend James Haney, St. Paul's on the Plains Episcopal 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. Proclamations and Presentations

3. 3. 1. Presentation of a Special Recognition in celebration of the 4th on Broadway Festival

Mayor Daniel M. Pope presented a Special Recognition in celebration of the 31st Annual 4th on Broadway Festival. Cami Caldwell, representing Broadway Festivals; and Claire Smith, event director with Broadway Festivals, gave comments and thanked the City Council, their volunteers, and their sponsors for their continued support. Additionally, Ms. Caldwell introduced Lex and Monroe, who will be performing during this year's festivities, and who also performed a song for City Council and those in attendance. This year's events will kick off on Thursday, July 1, 2021, at 7:00 p.m. with the Amigos La Raza on the Plaza Concert and will continue with the Bolton Oil Country Kickoff Concert on Friday, July 2, 2021, also at 7:00 p.m., both live at Cook's Garage. 4th on Broadway festivities will continue on Saturday, July 3, 2021, beginning with the annual parade at 9:00 a.m. and culminating with a fireworks extravaganza at 10:00 p.m. in MacKenzie Park.

Call to Order

The meeting was called to order at 5:05 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 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, **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.

There were no comments received via email.

Sign ups:

- Mont McClendon, City of Lubbock's downtown master developer/McDougal Properties, appeared before City Council to speak in favor of items 1.2 (Future Needs Committee Update and Report) and 7.5 (an ordinance providing for the issuance of City of Lubbock, Texas, Combination Tax and Revenue Certificates of Obligation).

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

Motion by Council Member Juan A. Chadis, seconded by Mayor Pro Tem Steve Massengale to approve the May 25, 2021 Regular City Council Meeting minutes; the May 26, 2021 Special City Council Meeting - LEDA Press Conference minutes; and the May 27, 2021 Special 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 Council Member Latrelle Joy, seconded by Council Member Shelia Patterson Harris to approve items 6.1-6.5; 6.7-6.21; and 6.24-6.25.

Vote: 7 - 0 Motion carried

6. 1. Budget Ordinance Amendment 2nd Reading - Finance: 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.

6. 1. 1. Resolution - Aviation: Resolution No. 2021-R0212 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: Resolution No. 2021-R0213 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: 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.

6. 3. Budget Ordinance Amendment 2nd Reading - Finance: 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.

6. 3. 1. Resolution - Information Technology: Resolution No. 2021-R0214 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: 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.

6. 4. 1. Resolution - Public Health Services: Resolution No. 2021-R0215 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: 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.

6. 6. Budget Ordinance Amendment 1st Reading - Finance: Ordinance No. 2021-O0077, 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.

Jarrett Atkinson, city manager; Blu Kostelich, chief financial officer; and Shaun Fogerson, fire chief, gave comments and answered questions from City Council.

Motion by Council Member Jeff Griffith, seconded by Council Member Shelia Patterson Harris to approve Ordinance No. 2021-O0077.

Vote: 7 - 0 Motion carried

6. 7. Budget Ordinance Amendment 1st Reading - Finance: Ordinance No. 2021-O0075, 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: Resolution No. 2021-R0216 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: Ordinance No. 2021-O0076, 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:** Resolution No. 2021-R0217 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:** Resolution No. 2021-R0218 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:** Resolution No. 2021-R0219 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:** Resolution No. 2021-R0220 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:** Resolution No. 2021-R0221 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:** Resolution No. 2021-R0222 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:** Resolution No. 2021-R0223 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:** Resolution No. 2021-R0224 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:** Resolution No. 2021-R0225 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:** Resolution No. 2021-R0226 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:** Resolution No. 2021-R0227 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:** Resolution No. 2021-R0228 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:** Resolution No. 2021-R0231 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).

Jarrett Atkinson, city manager; Nathan White, assistant chief of police; and Beth Lawson, CEO of StarCare, gave comments and answered questions from City Council.

Motion by Council Member Latrelle Joy, seconded by Mayor Pro Tem Steve Massengale to approve Resolution No. 2021-R0231.

Vote: 7 - 0 Motion carried

6. 23. **Resolution - City Secretary:** Resolution No. 2021-R0232 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.

Jarrett Atkinson, city manager; and Rebecca Garza, city secretary, gave comments and answered questions from City Council.

Motion by Council Member Shelia Patterson Harris, seconded by Council Member Latrelle Joy to approve Resolution No. 2021-R0232.

Vote: 7 - 0 Motion carried

6. 24. **Resolution - City Manager:** Resolution No. 2021-R0229 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:** Resolution No. 2021-R0230 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.

This item failed.

Kristen Sager, planning and zoning manager, gave a presentation and answered questions from City Council. Chad Weaver, city attorney, gave comments and answered questions from City Council.

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

Gilbert Saldana, Victor Jimenez, and Eric Valdez, the proponent, appeared to speak in favor.

Ed Ainsworth, Barry Ballinger, Carl Tanton, Dr. Victor Chavez, and Steven Fannin appeared to speak in opposition.

Mayor Pope closed the public hearing at 6:01 p.m.

Motion by Council Member Jeff Griffith, seconded by Mayor Pro Tem Steve Massengale to approve this item.

Vote: 0 - 7 Failed

NAY: 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

7. 2. **Public Hearing - Planning:** Ordinance No. 2021-O0078, 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.

Kristen Sager, planning and zoning manager, gave a presentation and answered questions from City Council. Joshua DeShazo, representing the proponent, gave comments and answered questions from City Council.

Mayor Pope opened the public hearing at 6:06 p.m.

Joshua DeShazo, representing the proponent, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Pope closed the public hearing at 6:07 p.m.

Motion by Council Member Latrelle Joy, seconded by Council Member Juan A. Chadis to approve Ordinance No. 2021-O0078.

Vote: 7 - 0 Motion carried

7. 3. **Public Hearing - Planning:** Ordinance No. 2021-O0079, 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.

Kristen Sager, planning and zoning manager, gave a presentation and answered questions from City Council.

Mayor Pope opened the public hearing at 6:09 p.m.

Deborah Pittman appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Pope closed the public hearing at 6:11 p.m.

Motion by Council Member Juan A. Chadis, seconded by Council Member Latrelle Joy to approve Ordinance No. 2021-O0079.

Vote: 7 - 0 Motion carried

7. 4. **Resolution - Planning:** Resolution No. 2021-R0233 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.

Jarrett Atkinson, city manager; and Kristen Sager, planning and zoning manager, gave comments and answered questions from City Council.

Motion by Council Member Shelia Patterson Harris, seconded by Council Member Latrelle Joy to approve Resolution No. 2021- R0233.

Vote: 7 - 0 Motion carried

7. 5. **Ordinance Single Reading - Finance:** Ordinance No. 2021-O0080 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.

Blu Kostelich, chief financial officer, gave comments and answered questions from City Council. Matt Boles, managing director with RBC Capital Markets, gave a presentation and answered questions from City Council.

Motion by Council Member Jeff Griffith, seconded by Council Member Latrelle Joy to approve Ordinance No. 2021-O0080.

Vote: 7 - 0 Motion carried

7. 6. **Resolution - Lubbock Power & Light:** Resolution No. 2021-R0234 authorizing the publication of a Notice of Intention to issue Electric Light and Power System Revenue Bonds, Series 2021.

Andy Burcham, chief financial officer for Lubbock Power & Light, gave comments and answered questions from City Council. Matt Boles, managing director with RBC Capital Markets, gave a presentation and answered questions from City Council.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Juan A. Chadis to approve Resolution No. 2021-R0234.

Vote: 7 - 0 Motion carried

6:33 P.M. CITY COUNCIL ADJOURNED

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

The June 22, 2021 Regular City Council Meeting minutes were approved by the City Council on the 27th day of July, 2021.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

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

Meeting Date: 07/27/2021

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2021-O0081, Amendment 37, amending the FY 2020-21 Budget for municipal purposes respecting the Storm Water Operating Fund Revenue.

Item Summary

On July 13, 2021, the City Council approved the first reading of the ordinance.

1. Amend the FY 2020-21 Storm Water Operating Fund Budget by decreasing Department Operations by $734,878, from $23,700,249 to $22,965,371.
2. Amend the FY 2020-21 Storm Water Operating Fund Budget by increasing Use of Excess Reserves by $734,878, from $0 to $734,878. The funding will be cash from Storm Water Fund Balance.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

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

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2020-21 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE STORM WATER OPERATING FUND REVENUE; 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, the City Council finds that the transfer and use of the funds that are the subject of the Budget Amendment are for a public purpose and benefit to the citizens of the City; 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 #37) for municipal purposes, as follows:

I. Amend the FY 2020-21 Storm Water Operating Fund Budget by decreasing Department Operations by $734,878, from $23,700,249 to $22,965,371.
II. Amend the FY 2020-21 Storm Water Operating Fund Budget by increasing Use of Excess Reserves by $734,878, from $0 to $734,878. The funding will be cash from Storm Water 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

ccdocs/BudgetFY2021.Amend37.ord
June 29, 2021

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

Meeting Date: 07/27/2021

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 29, amending the FY 2020-21 Budget for municipal purposes respecting the General Fund and Civil Service positions to amend full-time equivalent positions in Police, providing for filing; and providing for a savings clause.

Item Summary

1. Exhibit A of the FY 2020-21 Adopted Budget, as passed by the City Council on September 8, 2020, is hereby amended to replace Page 193 of said Exhibit, entitled "Police – Job Grade Summary," with the amended Page 193, which is attached hereto and made a part of this ordinance for all purposes (the "Amendment"), as it relates to the Civil Service positions. In accordance with Section 2.06.109 of the Code of Ordinances of the City of Lubbock, the Civil Service positions, as set forth in the Amendment, are hereby established by Ordinance.
2. Amend the Police Patrol Cost Center 5735 by deleting 1 full-time Deputy Police Chief/Police Captain (PCS5) position and adding 1 full-time Police Sergeant (PCS3) position as reflected in Exhibit A.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

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

Attachments

Ordinance - BA29
Police Exhibit A

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2020-21 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND TO AMEND FULL-TIME EQUIVALENT (FTE) POSITIONS IN POLICE; 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 #29) for municipal purposes, as follows:

I. Exhibit A of the FY 2020-21 Adopted Budget, as passed by City Council on September 8, 2020, is hereby amended to replace page 193 of said Exhibit, entitle "Police – Job Grade Summary," with the amended page 193, which is attached hereto and made a part of this ordinance for all purposes (the "Amendment"), as it relates to the Civil Service positions. In accordance with Section 2.06.109 of the Code of Ordinances of the City of Lubbock, the Civil Service positions, as set forth in the Amendment, are hereby established by Ordinance.

II. Amend the Police Patrol cost center 5735 by deleting one full-time Deputy Police Chief/Police Captain (PCS5) position and adding one full-time Police Sergeant (PCS3) position as reflected in Exhibit A.

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

Police - Job Grade Summary

CLASSIFIED/SWORN JOB GRADE SUMMARY	Pay Grade	Actual FY 2017-18	Actual FY 2018-19	Forecast FY 2019-20	Budget FY 2020-21	Amended FY 2020-21	Change from Budget FY 2020-21
Police Chief	143	1	1	1	1	1	-
Assistant Police Chief	PCS6	3	3	3	3	3	-
Deputy Police Chief/Police Captain	PCS5	8	8	8	8	7	(1)
Police Lieutenant	PCS4	18	18	19	19	19	-
Police Sergeant	PCS3	58	60	65	65	66	1
Police Detective/Corporal	PCS2	75	77	79	79	79	-
Patrol Officer	PCS1	204	283	277	277	277	-
Police Entry Level II	PNCE2	76	-	-	-	-	-
Police Entry Level I-B	PNCE1B	-	3	13	13	13	-
TOTAL CLASSIFIED SWORN JOB GRADE SUMMARY		443	453	465	465	465	-

NON-CLASSIFIED NON-SWORN JOB GRADE SUMMARY	Pay Grade	Actual FY 2017-18	Actual FY 2018-19	Forecast FY 2019-20	Budget FY 2020-21	Amended FY 2020-21	Change from Budget FY 2020-21
Administrative Assistant	112	7	7	7	8	8	-
Communications Center Coordinator	126	1	1	1	1	1	-
Communications Shift Supervisor	123	3	3	3	6	6	-
Communications Training & Dev Coordinator	125	1	1	1	-	-	-
Crime Analyst	119	2	2	2	2	2	-
Fleet Services Unit Supervisor	TBD	-	-	-	-	-	-
Fleet Services Unit Attendant	TBD	-	-	-	-	-	-
Forensic Specialist	121	1	2	2	2	2	-
Forensic Investigations Supervisor	TBD	-	-	-	-	-	-
Juvenile Services Coordinator	121	1	1	1	1	1	-
Laborer	108	1	1	1	1	1	-
Lead Administrative Assistant	115	1	1	2	2	2	-
Management Assistant	122	2	2	2	2	2	-
Parking Control Officer	108	6	6	6	6	6	-
Property and Evidence Unit Supervisor	TBD	-	-	-	-	-	-
Property Room Attendant	113	4	4	4	4	4	-
Public Information Officer	123	1	1	1	1	1	-
Public Information Specialist	119	1	1	1	1	1	-
Public Safety Call Taker	112	1	1	-	-	-	-
Public Safety Dispatcher I	114	28	28	28	28	28	-
Public Safety Dispatcher II	116	14	14	15	15	15	-
Public Service Officer	110	15	15	14	13	13	-
Records System Manager	126	1	1	1	1	1	-
Records System Operator	115	16	15	15	15	15	-
Records System Shift Supervisor	118	4	4	4	3	3	-
Sex Offender Registration Coordinator	117	1	1	1	1	1	-
TOTAL NON-CLASSIFIED NON-SWORN JOB GRADE SUMMARY		112	112	112	113	113	-
TOTAL JOB GRADE SUMMARY		555	565	577	578	578	-

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

Meeting Date: 07/27/2021

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 38, amending the FY 2020-21 Budget for municipal purposes respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of Housing and Community Affairs.

Item Summary

1. Accept and appropriate an additional $210,956, from $970,441 to $1,181,397, from the Texas Department of Housing and Community Affairs (TDHCA) for 2020 Comprehensive Energy Assistance Program (CEAP) – Coronavirus Aid, Relief, and Economic Security Act (CARES).
2. Accept and appropriate an additional $40,248, from $1,600,000 to $1,640,248, from TDHCA for 2021 CEAP.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

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

Attachments

Ordinance - BA 38

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2020-21 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE ADDITIONAL FUNDING FROM THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA); 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 #38) for municipal purposes, as follows:

I. Accept and appropriate an additional $210,956, from $970,441 to $1,181,397, from TDHCA for 2020 Comprehensive Energy Assistance Program (CEAP) – Coronavirus Aid, Relief, and Economic Security Act (CARES).
II. Accept and appropriate an additional $40,248, from $1,600,000 to $1,640,248, from TDHCA for 2021 CEAP.

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. 4.**

Meeting Date: 07/27/2021

Information

Agenda Item

Resolution - Finance: Consider a resolution authorizing the City to adopt the prevailing wage rate as determined by the United States Department of Labor.

Item Summary

The prevailing wage rate survey conducted by the Purchasing and Contract Management Department in 2018 is due to expire. Staff recommends discontinuing the use of prevailing wage rate surveys, and initiating the use of the prevailing wage rate, as determined by the United States Department of Labor, in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.) and its subsequent amendments, for public works construction projects.

Other entities in the area utilizing the Davis-Bacon Act for public works construction projects include Texas Tech University, Lubbock County, and the Lubbock Independent School District.

Fiscal Impact

Fiscal impact caused by this change is dependent upon the type and scope of the project being bid.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Resolution - Prevailing Wage Rate

Building Construction

Heavy and Highway Construction

RESOLUTION NO. _____

WHEREAS, the City Council has heretofore established the general prevailing rate of per diem wages for each craft or type of workmen or mechanics needed to execute public works contracts for the City of Lubbock in accordance with the provisions of Texas Government Code Chapter 2258; and

WHEREAS, such wage rates were established by Resolution No. 719 enacted February 12, 1981, updated by Resolution No. 1590 enacted February 23, 1984, further updated by Resolution No. 2502 enacted January 8, 1987, further updated by Resolution No. 5721 enacted March 14, 1996, amended by Resolution No. 6138 enacted December 16, 1998; and amended by Resolution No. 6262 enacted April 8, 1999; and amended by Resolution No. 0483 enacted November 14, 2002; and amended by Resolution No. 2018-R0028 enacted July 26, 2018; and

WHEREAS, such rates need to be updated at the present time in order to reflect the current prevailing rate of per diem wages; NOW THEREFORE:

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

THAT the general prevailing rate of per diem wages for public works contracts shall be as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

Such wage rates are hereby found and declared to be the general prevailing rate of per diem wages in all localities where public works are undertaken on behalf of the City of Lubbock and such wage rates shall be included in all public works contracts as provided by law.

Passed by the City Council on this _____ day of _____, 2021.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Res.PrevailingWageRate2021

General Decision Number: TX20210280 07/02/2021

Superseded General Decision Number: TX20200280

State: Texas

Construction Type: Building

Counties: Crosby and Lubbock Counties in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a
classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	07/02/2021

BOIL0074-003 01/01/2017

	Rates	Fringes
BOILERMAKER	$ 28.00	22.35

CARP0665-001 05/01/2017

	Rates	Fringes
CARPENTER	$ 22.25	7.31

ELEC0602-008 03/01/2020

	Rates	Fringes
ELECTRICIAN	$ 23.12	3%+10.75

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane	$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above	$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under	$ 32.35	13.10

IRON0084-011 06/01/2020

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 25.26	7.13

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* IRON0263-003 06/01/2020

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 25.14	7.43

PLUM0404-001 09/01/2020

	Rates	Fringes
PLUMBER	$ 26.05	8.81

SHEE0049-001 04/01/2019

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only)	$ 21.73	14.94

SUTX2014-060 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 20.04	0.00
CEMENT MASON/CONCRETE FINISHER	$ 19.60	0.00
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	$ 19.77	7.13
IRONWORKER, REINFORCING	$ 12.27	0.00
LABORER: Common or General	$ 12.35	0.00
LABORER: Mason Tender - Brick	$ 11.36	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.58	0.00
LABORER: Pipelayer	$ 12.49	2.13
LABORER: Roof Tearoff	$ 11.28	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 14.25	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 13.93	0.00
OPERATOR: Bulldozer	$ 18.29	1.31

OPERATOR: Drill..... .$ 16.22 0.34
OPERATOR: Forklift..... ..$ 14.83 0.00
OPERATOR: Grader/Blade.....$ 13.37 0.00
OPERATOR: Loader.....$ 13.55 0.94
OPERATOR: Mechanic.....$ 17.52 3.33
OPERATOR: Paver (Asphalt,
Aggregate, and Concrete).....$ 16.03 0.00
OPERATOR: Roller.....$ 12.70 0.00
PAINTER (Brush, Roller, and
Spray)..... $ 14.27 0.00
ROOFER..... .$ 13.75 0.00
SHEET METAL WORKER, Excludes
HVAC Duct Installation..... $ 21.13 6.53
TILE FINISHER..... $ 11.22 0.00
TILE SETTER..... $ 14.00 2.01
TRUCK DRIVER: Dump Truck.....$ 12.39 1.18
TRUCK DRIVER: Flatbed Truck...$ 19.65 8.57
TRUCK DRIVER: Semi-Trailer
Truck..... $ 12.50 0.00
TRUCK DRIVER: Water Truck.....$ 12.00 4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========
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"General Decision Number: TX20210002 01/01/2021

Superseded General Decision Number: TX20200002

State: Texas

Construction Types: Heavy and Highway

Counties: Armstrong, Carson, Crosby, Ector, Irion, Lubbock,
Midland, Potter, Randall, Taylor and Tom Green Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a
classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/01/2021

* SUTX2011-002 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 13.55	
ELECTRICIAN	$ 20.96	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.36	
Structures	$ 13.52	
LABORER		
Asphalt Raker	$ 12.28	
Flagger	$ 9.30	
Laborer, Common	$ 10.30	
Laborer, Utility	$ 11.80	
Work Zone Barricade Servicer	$ 10.30	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributer	$ 14.87	
Asphalt Paving Machine	$ 13.40	
Broom and Sweeper	$ 11.21	
Crane, Lattice Boom 80 Tons or Less	$ 16.82	
Crawler Tractor Operator	$ 13.96	
Excavator, 50,000 lbs or less	$ 13.46	
Front End Loader Operator, Over 3 CY	$ 12.77	
Front End Loader, 3CY or less	$ 12.28	
Loader/Backhoe	$ 14.18	
Mechanic	$ 20.14	
Milling Machine	$ 15.54	
Motor Grader, Rough	$ 16.15	
Motor Grader, Fine	$ 17.49	
Pavement Marking Machine	$ 16.42	
Reclaimer/Pulverizer	$ 12.85	
Roller, Asphalt	$ 10.95	
Roller, Other	$ 10.36	
Scraper	$ 10.61	
Spreader Box	$ 12.60	
Servicer	$ 13.98	
Steel Worker (Reinforcing)	$ 13.50	
TRUCK DRIVER		
Lowboy-Float	$ 14.46	
Single Axle	$ 12.74	
Single or Tandem Axle Dump	$ 11.33	
Tandem Axle Tractor with Semi	$ 12.49	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========
==========

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

Meeting Date: 07/27/2021

Information

Agenda Item

Ordinance 2nd Reading - Right-of-Way: Consider Ordinance No. 2021-O0082, abandoning and closing a Drainage Easement, located in Section 21, Block AK, Lubbock County, Texas, for a new plat for Fountain Hills.

Item Summary

On July 13, 2021, the City Council approved the first reading of the ordinance.

This ordinance abandons and closes a drainage easement (CCFN 2014016353), northwest of Lot 105, Fountain Hills Addition in Section 21, Block AK, Lubbock, Texas. Closure is due to the new plat for Fountain Hills, Lots 184-209.

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

Attachments

Ordinance - Drainage Easement, Fountain Hills, Section 21, Block AK

Exhibit A - Drainage Easement, Fountain Hills, Section 21, Block AK

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A DRAINAGE EASEMENT LOCATED IN SECTION 21, BLOCK AK, LUBBOCK COUNTY, TEXAS AS RECORDED IN COUNTY CLERK FILE NUMBER 2014016353 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ 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 Keenum, P.E., Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

Ryan Brooke, Assistant City Attorney

Ord.A&C-Drainage Easements-Section 21, Block AK, CCFN 2014016353
6.28.21

LAND SURVEYORS
CIVIL ENGINEERS

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 0.1358 acre tract of land, located in Section 21, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set for the Northeast corner of this tract which bears N. 01°46'31" E. a distance of 1713.86 feet and N. 88°09'49" W. a distance of 1454.79 feet from the Southeast corner of Section 21, Block AK, Lubbock County, Texas;

THENCE S. 01°50'11" W. a distance of 20.00 feet to a 1/2" iron rod with cap set for the Southeast corner of this tract;

THENCE N. 88°09'49" W. a distance of 160.46 feet to a 60d nail set for a point of intersection;

THENCE S. 77°05'09" W. a distance of 128.82 feet to a 60d nail set for the Southwest corner of this tract;

THENCE Northwesterly, along a curve to the left, said curve having a radius of 982.00 feet, a central angle of 01°15'08", tangent lengths of 10.73 feet, a chord distance of 21.46 feet and a chord bearing of N. 34°11'29" W. to a 60d nail set for the Northwest corner of this tract;

THENCE N. 77°05'09" E. a distance of 139.20 feet to a 60d nail set for a point of intersection;

THENCE S. 88°09'49" E. a distance of 163.05 feet to the Point of Beginning.

Bearings are Relative to Grid North, NAD 83, Texas Coordinate System, North-Central Zone, City of Lubbock Geodetic Network and Aerial Control. Distances are surface, U.S. Survey Feet.

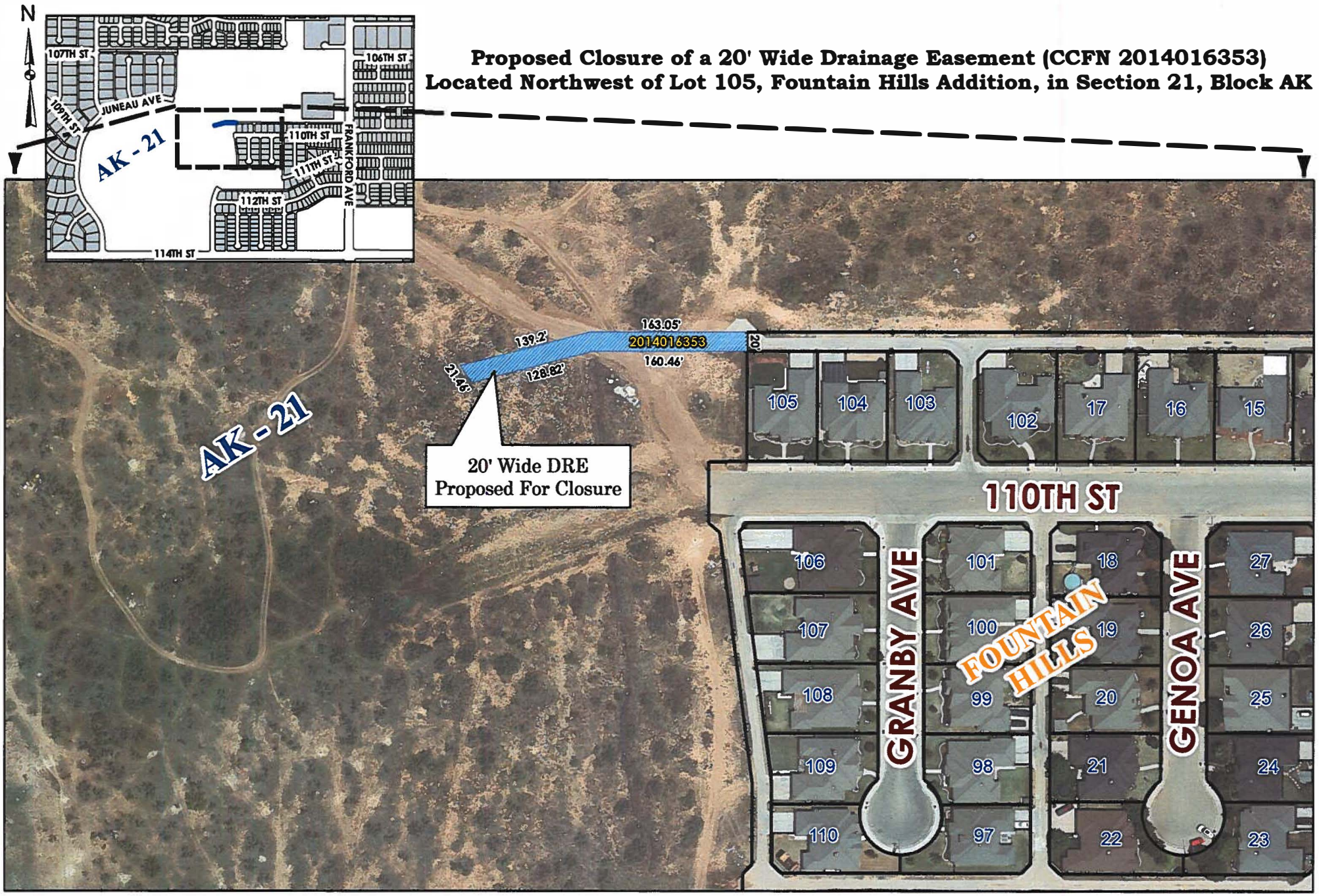
Contains 5914 square feet

Date: July 10, 2013

STATE OF TEXAS
REGISTERED
BRENT CARROLL
5410
PROFESSIONAL
LAND SURVEYOR

Brent Carroll
Registered Professional
Land Surveyor No. 5410
State of Texas

Proposed Closure of a 20' Wide Drainage Easement (CCFN 2014016353) Located Northwest of Lot 105, Fountain Hills Addition, in Section 21, Block AK



0 50 100 200 300 Feet

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.

Legend

Proposed DRE Closure

City of Lubbock TEXAS

Digital Orthophotography - April 2020

CITY OF LUBBOCK
PLANNING DEPARTMENT
P.O. BOX 2000
LUBBOCK, TEXAS 79457

EASE 2014016353
2 PGS

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

DRAINAGE EASEMENT

That FOUNTAIN HILLS, L.P. (hereinafter referred to as the "Grantor"), for TEN AND NO/100 DOLLARS($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has by these presents GRANTED, BARGAINED, SOLD AND CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto the CITY OF LUBBOCK, TEXAS, and its employees, agents and contractors (collectively herein referred to as "Permitted Users"), 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 of the real property as shown on Exhibit "A" attached hereto and incorporated herein by reference (herein referred to as the "Property") together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to the CITY OF LUBBOCK, TEXAS and Permitted Users for so long as the public uses same for the purposes herein granted.

That the Easement shall continue so long as the public continues to use said property for drainage improvements, which easement shall include, but shall not be limited to, the right to construct, reconstruct, maintain, repair, clean and clear said property for the free and unobstructed drainage of surface water, together with the right of ingress, egress, and regress for such purposes in, on, along, through and across said property to accomplish the purposes set out herein.

That the CITY OF LUBBOCK, TEXAS and Permitted Users shall have the right to set and determine the drainage grade and direction of flow of surface waters on the Property, and buildings or like permanent structures shall not be erected, or allowed to be erected, built or constructed in, upon, over, along, or across the Property, and if such erection, building or construction does occur in violation of this prohibition, the CITY OF LUBBOCK, TEXAS and Permitted Users shall have the right to remove said building or structure from the Property.

IN WITNESS WHEREOF, this instrument is executed this 10th day of ~~January~~ April, 2014.

FOUNTAIN HILLS, LP

By: MORTENSEN PROPERTIES, INC., a Texas corporation, General Partner

By: _____
TYSEN MORTENSEN, Vice President

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me this 10th day of ~~January~~ April, 2014, by TYSEN MORTENSEN, Vice President of MORTENSEN PROPERTIES, INC., a Texas corporation, General Partner of FOUNTAIN HILLS, LP, in the capacity therein stated.

SHANE BOGGS
Notary Public
STATE OF TEXAS
My Comm. Exp. June 4, 2016

_____
Notary Public, State of Texas

EXHIBIT "A"

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

LAND SURVEYORS
CIVIL ENGINEERS

METES AND BOUNDS DESCRIPTION of a 0.1358 acre tract of land, located in Section 21, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set for the Northeast corner of this tract which bears N. 01°46'31" E. a distance of 1713.86 feet and N 88°09'49" W. a distance of 1454.79 feet from the Southeast corner of Section 21, Block AK, Lubbock County, Texas;

THENCE S. 01°50'11" W. a distance of 20.00 feet to a 1/2" iron rod with cap set for the Southeast corner of this tract;

THENCE N. 88°09'49" W. a distance of 160.46 feet to a 60d nail set for a point of intersection;

THENCE S. 77°05'09" W. a distance of 128.82 feet to a 60d nail set for the Southwest corner of this tract;

THENCE Northwesterly, along a curve to the left, said curve having a radius of 982.00 feet, a central angle of 01°15'08", tangent lengths of 10.73 feet, a chord distance of 21.46 feet and a chord bearing of N. 34°11'29" W. to a 60d nail set for the Northwest corner of this tract;

THENCE N. 77°05'09" E. a distance of 139.20 feet to a 60d nail set for a point of intersection;

THENCE S. 88°09'49" E. a distance of 163.05 feet to the Point of Beginning.

Bearings are Relative to Grid North, NAD 83, Texas Coordinate System, North-Central Zone, City of Lubbock Geodetic Network and Aerial Control. Distances are surface, U.S. Survey Feet.

Contains 5914 square feet

Date: July 10, 2013





Brent Carroll
Registered Professional
Land Surveyor No. 5410
State of Texas

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Kelly Pinion, County Clerk
Lubbock County TEXAS

May 08, 2014 03 38 36 PM
FEE: $25 00

2014016353

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

Meeting Date: 07/27/2021

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a Quitclaim Deed, by and between the City of Lubbock and Benton Oil Company, Inc., associated with a 15-foot wide alley previously closed, vacated, and abandoned, in Block 1, Hewett Addition, Lubbock County, Texas.

Item Summary

The City Council approved Ordinance No. 2021-O0061 by a second reading on June 8, 2021, to close, abandon, and vacate a portion of a 15-foot wide alley just off Indiana Avenue and 34th Street in Block 1, Hewett Addition, while reserving a utility easement.

The property owner requests that the City convey a portion of the closed alley to the owner, in order to streamline the redevelopment of the property. This Quitclaim Deed relinquishes any and all interest that the City of Lubbock may have in the aforementioned property, in order to clear the property title; however, the utility easements will remain in place.

Fiscal Impact

None

Staff/Board Recommending

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

Attachments

Resolution - Quitclaim Deed - 34th and Indiana - Hewett Addition
Quitclaim Deed - 34th and Indiana - Hewett Addition
Exhibit A - Quitclaim Deed, 34th and Indiana, Hewett Addition

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 Quitclaim Deed associated with a portion of an alley according to the plat thereof recorded in Volume 485, Page 295 of the Deed Records of Lubbock County, Texas, by and between the City of Lubbock and Benton Oil Company, Inc., and related documents. Said portion of an alley was previously closed, vacated, and abandoned by City of Lubbock Ordinance No. 2021-O0061, passed on second reading by the City Council of the City of Lubbock on June 8, 2021. Said Quitclaim Deed is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____

DANIEL M. POPE, MAYOR

ATTEST:

_____

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____ FOR MK

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

APPROVED AS TO FORM:

_____

Ryan Brooke, Assistant City Attorney

RES.Quitclaim Deed-Benton Oil Co., Alley
7.19.21

QUITCLAIM DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

THAT the **CITY OF LUBBOCK,** a Home Rule Municipality in the County of Lubbock, State of Texas, hereinafter called "GRANTOR", for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to GRANTOR in hand paid by **BENTON OIL COMPANY, INC.,** hereinafter called "GRANTEE", the receipt of which is hereby acknowledged, does hereby by these presents ABANDON, DISCLAIM, RELEASE and FOREVER QUITCLAIM unto the said GRANTEE, all of GRANTOR'S rights, title and interest in and to that certain tract or parcel of land lying and being situated in the County of Lubbock State of Texas, more particularly described in attached Exhibit "A".

Reservations From Conveyance:

GRANTOR reserves and excepts from this conveyance an easement on the property described above, and such easement is reserved and retained for utility easement purposes and garbage collection purposes with the right of ingress and egress at all times for such purpose, and an easement is also reserved for any and all existing pipelines or other utilities within said property together with all rights appurtenant to the continuation of such utilities.

THE QUITCLAIM OF THE PROPERTY IS ON A "WHERE IS", "AS IS" AND "WITH ALL FAULTS" BASIS, AND IS WITHOUT REPRESENTATION OR WARRANITY WHATSOEVER, EXPRESSED, STATUTORY OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, AS TO TITLE, INCLUDING, BUT NOT LIMITED TO THE EXISTENCE OF LIENS AGAINST THE PROPERTY, THE DESCRIPTION, PHYSICAL AND ENVIROMENTAL CONDITION OF THE PROPERTY, QUALITY, VALUE, FITNESS FOR PURPOSE, MERCHARNTABILITY, OR OTHERWISE.

TO HAVE AND TO HOLD the same premises together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said GRANTEE, its successors and assigns forever, so that neither the GRANTOR, its successors or assigns, nor any persons claiming under GRANTOR shall at any time hereafter have, claim or demand any right to the title to the aforesaid premises or appurtenances or any part thereof.

WITNESS MY HAND this _____, 2021

_____

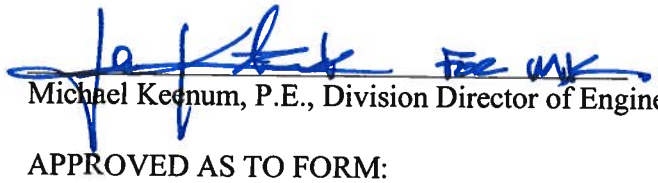
DANIEL M. POPE, Mayor

ATTEST:

_____

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



Ryan Brooke, Assistant City Attorney

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **DANIEL M. POPE,** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the consideration therein expressed and in the capacity herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2021.

_____

Notary Public in and for the State of Texas
My Commission Expires: _____

JPH Land Surveying, Inc.

Dallas-Fort Worth ★ Central Texas ★ West Texas

EXHIBIT "A"

FIELD NOTES to that certain tract being a portion of a 15 foot alley as shown on and being dedicated by *Hewett Subdivision*, an addition in the City of Lubbock, Lubbock County, Texas, according to the plat thereof recorded in Volume 485, Page 295, Plat Records, Lubbock County, Texas; the subject tract is more particularly described as follows (Bearings are based on Grid North per the Texas Coordinate System of 1983, North Central Zone.):

BEGINNING at a point on the south lot line of Lot 5 of said *Hewett Subdivision*, being the southeast corner of a save & except being described in the deed to Benton Oil Company, recorded in Volume 1537, Page 320, Deed Records, Lubbock County, Texas;

THENCE NORTH 90° 00' 00" EAST, with the south lot lines of Lots 5, 4, and 3 of said *Hewett Subdivision,* a distance of 172.50 feet to the southeast lot corner of said Lot 3;

THENCE SOUTH 00° 00' 00" EAST, over and across said 15 foot alley, a distance of 15.00 feet to the south right-of-way line of said 15 foot alley, being the northeast lot corner of Lot 8 of said *Hewett Subdivision*;

THENCE NORTH 90° 00' 00" WEST, with the north lot lines of Lots 8, 7, and 6 of said *Hewett Subdivision,* a distance of 172.50 feet;

THENCE NORTH 00° 00' 00" EAST, over and across said alley, a distance of 15.00 feet to the **POINT OF BEGINNING** and enclosing 0.059 acres (±2,588 square feet).

Drafter: SGT
Revision
Revision
Revision

LEGEND OF SYMBOLS

one-foot contour lines
(per City of Lubbock GIS Data)

LEGEND OF ABBREVIATIONS

US SyFt	United States Survey Feet
TxCS,'83,NCZ	Texas Coordinate System of 1983, North Central Zone
NAVD'88	North American Vertical Datum of 1988
P R L C T	Plat Records of Lubbock County, Texas
O P R L C T	Official Public Records of Lubbock County, Texas
D R L C T	Deed Records of Lubbock County, Texas
R O W	Right of Way

MONUMENTS / DATUMS / BEARING BASIS

CRS ○	1/2" rebar stamped "JPH Land Surveying" set
MNS ○	Mag nail A washer stamped "JPH Land Surveying" set
○	Monuments are found if not marked MNS or CRS
+	Found "+" cut in concrete
	Coordinate values, if shown, are US SyFt. TxCS,'83,NCZ
	Elevations, if shown, are NAVD'88

General Notes:

1. Heavy lines indicate plat limits
2. All streets, alleys, and easements within plat limits, if any, are hereon dedicated unless noted otherwise.
3. No building permit shall be issued on any survey certificate that is not in accordance with an approved final plat unless exception is provided by the Planning and Zoning Commission policy or by the Lubbock Code of Ordinances
4. All utility service shall be in accordance with the Underground Utilities Policy Statement by the Planning and Zoning Commission of the City of Lubbock, Texas and the provisions of section 36 09 095 of the Lubbock Code of Ordinances
5. Any relocation or revision of existing facilities shall be at the subdivider's expense Compensation shall be made prior to the recording of this final plat
6. All existing or proposed utility services to and on tracts indicated by this plat shall be contained in the public right-of-way and public or private utility easements Utility service installation requested at a future date and not within an easement indicated by this plat, shall be within a proper utility easement granted by the owner of said property by separate recorded instrument prior to the provision of such service Such easements shall be at expense of the entity requesting such installation
7. All easements herein granted shall entitle the City or the utility company using such easements to the right to remove, repair, or replace any lines, pipes, conduits, or poles within such easements as may be determined by the City or utility company without the City or utility company being responsible or liable for the replacement of improvements, paving, or surfacing of the easement necessitated by such repair, removal, or replacement Easements designated or intended for vehicular passage (utility and emergency) or pedestrian access shall not be fenced or otherwise obstructed
8. Any easements or rights-of-way shown as "to be dedicated by separate instrument" are shown on the plat for information purposes only This plat does not dedicate said easements
9. In order to prevent damage to public and private utilities and to maintain and or eliminate interruption of utility services, the City of Lubbock Solid Waste Services Department requests that no utility risers, meter boxes, pedestals, etc , public or private, be placed in the chamfered corners of alley ways All alleys serviced by The City of Lubbock Solid Waste Services Department must be at least 20' feet in width Adequate space of 60 1/2" is required for dumpster placement in all alley ways Adequate dumpster ratio is 1 dumpster per every 4 homes
10. Minimum floor elevations shall conform to the requirements of the Lubbock Drainage Criteria Manual, as adopted by Ord 10022 as amended, and Section 28 09 131, Section 28 14 004, and Section 36 05 075 of the Lubbock Code of Ordinances
11. Contours shown hereon are based on the City of Lubbock GIS data
12. This property lies within ZONE(S) X (Non-Shaded) of the Flood Insurance Rate Map for Lubbock County, Texas and Incorporated Areas, map no 48303C0285E, dated 2007/09/26, via scaled map location and graphic plotting and/or the National Flood Hazard Layer (NFHL) Web Map Service (WMS) at http fhamaps fema gov
13. No fieldwork was performed by JPH Land Surveying Inc for the generation of this plat

KNOW ALL BY THESE PRESENTS

That I, Jose B Nogueto III, do hereby certify that I prepared this plat in accordance with the Subdivision Regulations of the City of Lubbock, Texas

Preliminary Plat - for inspection purposes only and in no way official or approved for recording purposes

Jose B Nogueto III
Registered Professional
Land Surveyor No 6736
jose@jphls com
DATE TBD

JPH LaNd Surveying, Inc.

0 20 40
Scale 1" = 20'

JPH Job/Drawing No (see below)
2021 143 001 3331 34th St , Lubbock, Lubbock Co , Tx- P Plat dwg

© 2021 JPH Land Surveying, Inc - All Rights Reserved

785 Lonesome Dove Trail, Hurst, Texas 76054
Telephone (817) 431-4971 www jphlandsurveying com
TBPELS Firm #10019560 #10194075 #10193867
DFW-Houston | Central Texas | West Texas

SURVEYOR:
Jose B Nogueto III
JPH Land Surveying, Inc
785 Lonesome Dove Trail
Hurst, Texas 76054
Telephone (817) 431-4971

OWNER:
Benton Oil Company
P O Box 53
Lubbock, Texas 79408

LOT 20 JOHNNY A ISOM ADDITION VOL 192 PG 42 PRLCT

LOT 10, BLOCK 4 WEST MINSTER HEIGHTS VOL 499 PG 198 PRLCT

LOT 11, BLOCK 4 WEST MINSTER HEIGHTS VOL 499 PG 198 PRLCT

LOT 14, BLOCK 4 WEST MINSTER HEIGHTS VOL 499 PG 198 PRLCT

LOT 15, BLOCK 4 WEST MINSTER HEIGHTS VOL 499 PG 198 PRLCT

LOT 16, BLOCK 4 WEST MINSTER HEIGHTS VOL 499 PG 198 PRLCT

LOT 17, BLOCK 4 WEST MINSTER HEIGHTS VOL 499 PG 198 PRLCT

CITY OF LUBBOCK VOL 423, PG 413 DRLCT

CITY OF LUBBOCK VOL 423, PG 413 DRLCT

CITY OF LUBBOCK VOL 423, PG 416 DRLCT

50' R O W DEDICATION AS SHOWN IN VOL 192, PG 42, PRLCT (NO DEDICATING DOCUMENT FOUND)

J. B. & E. M. SURVEY, BLOCK B SECTION 13 ABSTRACT NO. 1

50' R O W AS SHOWN IN VOL 499 PG 198, PRLCT (NO DEDICATING DOCUMENT FOUND)

B. S. & F. SURVEY, BLOCK B SECTION 15 ABSTRACT NO. 8

34th STREET
VARIABLE WIDTH R O W

APPROXIMATE SURVEY SECTION LINE

B. S. & F. SURVEY, BLOCK B SECTION 14 ABSTRACT NO. 468

50' R O W DEDICATION AS SHOWN IN VOL 756, PG 27, PRLCT (NO DEDICATING DOCUMENT FOUND)

J. B. & E. M. SURVEY, BLOCK B SECTION 14 ABSTRACT NO. 1378

RIGHT OF WAY DEED TO CITY OF LUBBOCK VOL 448, PG 477 DRLCT

RIGHT OF WAY DEED TO CITY OF LUBBOCK VOL 443, PG 169 DRLCT

N90°00'00"E 172.50'

TRACT "A"
0.554 OF AN ACRE
24,150 SQUARE FEET

REMAINDER OF LOT 1 HEWETT SUBDIVISION VOL 495, PG 295 PRLCT
SAVE & EXCEPT DEDICATION VOL 1537, PG 320, DRLCT

BENTON OIL COMPANY VOL 1537, PG 320 O.R.L.C.T.

LOT 2 HEWETT SUBDIVISION VOL 495, PG 295 PRLCT

LOT 1 HEWETT SUBDIVISION VOL 495, PG 295 PRLCT

S00°00'00"E 140.00'

N00°00'00"E 140.00'

APPROXIMATE CENTER SECTION LINE

TRACT "A" INDIANA AVENUE ADDITION VOL 9, PG 18 PRLCT

CALLED 15' RIGHT OF WAY DEDICATED BY VARIED INSTRUMENT DOCUMENT NUMBER 2004026744 OFFICIAL PUBLIC RECORDS LUBBOCK COUNTY, TEXAS (CORRECTLY LABELED IN VOL 2444 PG 74 O P R L C T)

50' R O W DEDICATION VOL 756 PG 27 O P R L C T

INDIANA AVENUE
VARIABLE WIDTH R O W

50' R O W AS SHOWN IN VOL 499 PG 198 PRLCT (NO DEDICATING DOCUMENT FOUND)

LOT 3 HEWETT SUBDIVISION VOL 495 PG 295 PRLCT

LOT 4 HEWETT SUBDIVISION VOL 495 PG 295 PRLCT

PORTION OF ALLEY TO BE ABANDONED BY THIS PLAT PROPOSED ACCESS AND UTILITY EASEMENT (HATCHED AREA)

15' ALLEY
VOL 495 PG 295 PRLCT
STREET DEDICATION VOL 998, PG 267, DRLCT

N90°00'00"W 172.50'

LOT 6 HEWETT SUBDIVISION VOL 495, PG 295 PRLCT

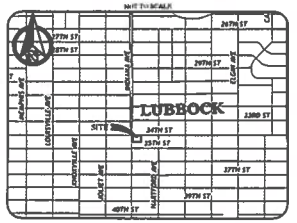
LOT 7 HEWETT SUBDIVISION VOL 495 PG 295 PRLCT

LOT 8 HEWETT SUBDIVISION VOL 495 PG 295 PRLCT

LOT 9 HEWETT SUBDIVISION VOL 495 PG 295 PRLCT

LOT 10 HEWETT SUBDIVISION VOL 495 PG 295 PRLCT

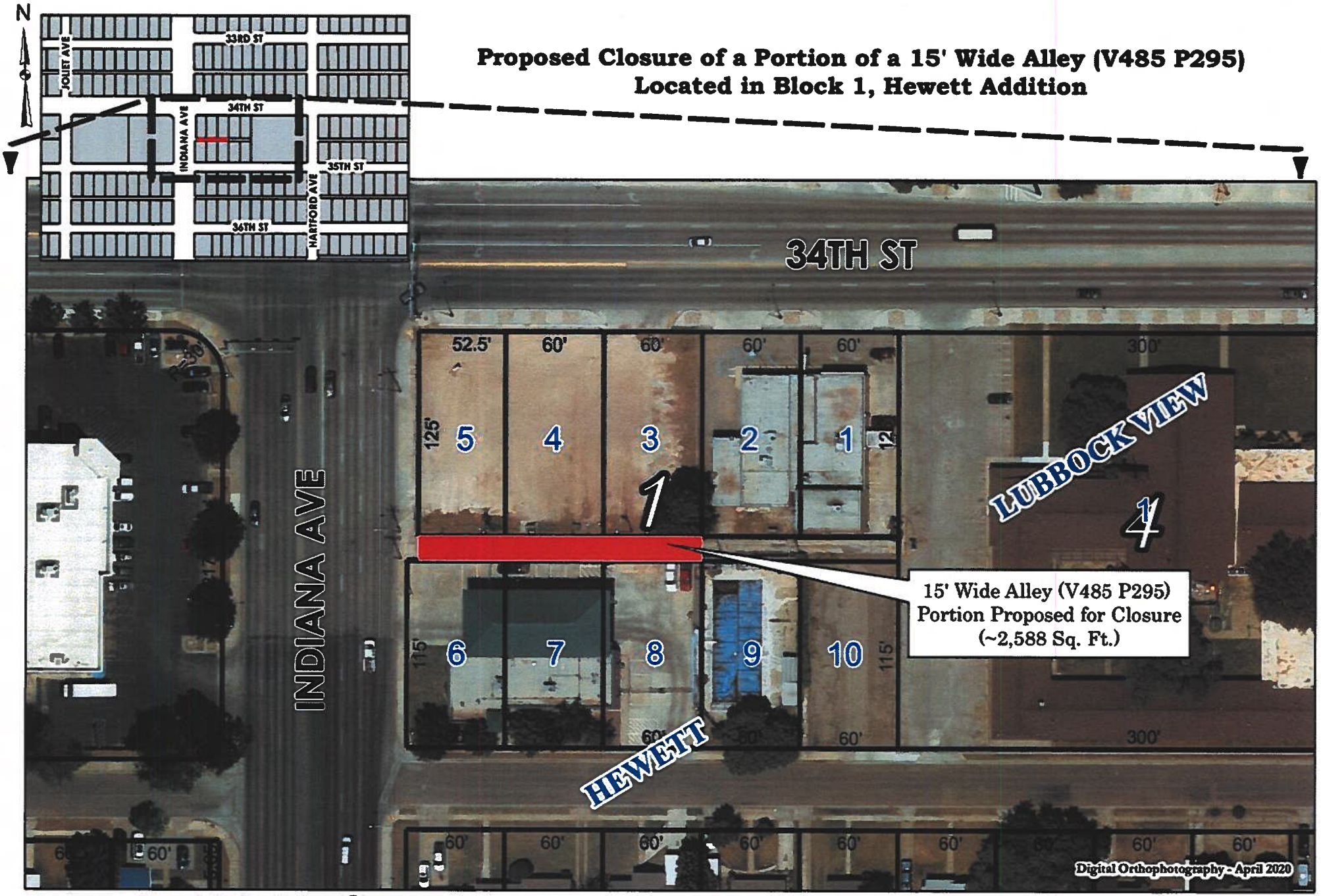
VICINITY MAP
NOT TO SCALE



PRELIMINARY PLAT
TRACT "A"
HEWETT SUBDIVISION

BEING A REPLAT OF LOTS 3 & 4, A PORTION OF LOT 5, AND A PORTION OF AN EXISTING ALLEY ALL IN HEWETT SUBDIVISION SITUATED IN THE CITY OF LUBBOCK LUBBOCK COUNTY, TEXAS

Proposed Closure of a Portion of a 15' Wide Alley (V485 P295) Located in Block 1, Hewett Addition



0 50 100 200 Feet

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 TEXAS

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

Meeting Date: 07/27/2021

Information

Agenda Item

Resolution - Water Utilities: Consider a resolution to modify the membership requirements for the Lubbock Water Advisory Commission.

Item Summary

On July 24, 2003, the City Council passed Resolution No. 2003-R0285, creating the Lubbock Water Advisory Commission (LWAC) to review and evaluate various water and wastewater related issues and to make recommendations to the City Council on such matters. This initial resolution organized the Commission with nine members with specific representations as follows:

1 - Brazos River Authority (BRA)
1 - Canadian River Municipal Water Authority (CRMWA)
1 - High Plains Underground Water District No. 1 (HPUWCD)
1 - Llano Estacado Regional Water Planning Group (LERWPG)
5 - At-Large Citizens of Lubbock

This resolution also established "no limits" on the successive terms that a Commission member could serve.

On May 14, 2009, the City Council passed Resolution No. 2009-R0198, clarifying the membership requirements for the four specific "Water Organization" representatives to include either a "present or former member of the board of directors." This amendment broadened the potential candidates that could be appointed by the City Council.

Currently, term limits exist for all boards and commissions. Based on this limitation, the membership requirements for LWAC have become too restrictive concerning the "Water Organization" requirements. For example, in the last 20 years, there have only been three CRMWA board members and five BRA board members representing the Lubbock area. Most of these present or former board members have already served on LWAC.

On June 28, 2021, LWAC considered and made recommendations to the City Council regarding proposed changes to the existing Commission membership requirements to make them less restrictive. The recommended resolution will amend the 2009 Resolution as follows:

4 - Representatives of a water organization with interests in the Lubbock region, which may include members of the BRA, CRMWA, HPUWCD, LERWPG, or similar entities
5 - At-Large Citizens of Lubbock

These changes will provide more flexibility for the City Council to make appointments and fill Commission vacancies.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Wood Franklin, Division Director of Public Works

Attachments

Resolution

RESOLUTION

WHEREAS, the City Council of the City of Lubbock heretofore on July 24, 2003, in Resolution No. 2003-R0285 established the Lubbock Water Advisory Commission to review and evaluate various water and wastewater related issues; and

WHEREAS, the City Council heretofore amended Paragraph 2 of said Resolution with regard to membership of said Commission by means of Resolution No. 2003-R0354 and Resolution No. 2009-R0198; and

WHEREAS, the Council now desires to further amend Paragraph 2 of said Resolution to read as is hereinafter set forth; NOW THEREFORE:

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

SECTION 1. THAT Resolution No. 2009-R0198 is hereby amended to read as follows:

2. THAT the Commission shall consist of nine (9) members, who shall be comprised of: four (4) representatives of a water organization with interests in the Lubbock region, which may include members of the Brazos River Authority, Canadian River Municipal Water Authority, High Plains Underground Water Conservation District No. 1, Llano Estacado Regional Water Planning Group, or similar entities and five (5) members at-large. The City Council of the City of Lubbock shall designate the Chairperson and the Vice Chairperson from the appointed members of the Commission. The City Manager and the City Attorney of the City of Lubbock shall each appoint one (1) City employee to act as liaisons to the Commission.

SECTION 2. THAT those portions of Resolution No. 2003-R0285 not amended hereby shall remain as they are and Resolution No. 2003-R0354 enacted August 28, 2003 and Resolution No. 2009-R0198 enacted May 14, 2009, are hereby repealed and shall be of no further force and effect.

Passed by the City Council this ____ day of _____, 2021.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

Res. Water Advisory Comm 06.25.21

Regular City Council Meeting **6. 8.**

Meeting Date: 07/27/2021

Information

Agenda Item

Resolution - Water Utilities: Consider a resolution authorizing the Mayor to execute a new five-year contract with the City of Littlefield, for the continued purchase of water during defined emergencies.

Item Summary

On August 30, 2001, the City of Lubbock entered into a 5-year emergency water supply contract with the City of Littlefield. The contract included a 5-year automatic renewal clause. Subsequently, Littlefield constructed a connection (point of delivery) to the City of Lubbock's Bailey County Well Field transmission line that runs through Littlefield. In August 2011 and August 2016, the City of Lubbock entered into additional 5-year emergency water supply contracts with the City of Littlefield.

Littlefield is required to notify Lubbock of a qualified emergency, in order to purchase water. A qualified emergency is defined in the contract as a "situation arising due to an act of God or unforeseeable sudden mechanical or equipment failure, temporary water system repairs, or other acute water supply interferences or failures." The contract excludes using the water for water shortages due to drought or lack of planning. During the last 5 years, Littlefield has used Lubbock's water for a defined emergency on several occasions.

The contract being considered updates the terms and conditions of the existing contract that expires in August 2021. The contract will allow Littlefield to continue to purchase Lubbock's water during qualified emergencies for an additional 5 years. The new contract contains the following modifications:

- It reduces the limits on the amount of water than can be used from 45 million to 40 million gallons each year.
- It requires the City of Littlefield to pay two times (2x) their normal rate for every gallon that exceeds the annual allocation.

This contract limits the length of time that water can be purchased to 72 hours per occurrence, unless specifically authorized by the City of Lubbock. Littlefield will pay the current wholesale rate, as adopted in Section 22.03.085(6) of the City's Code of Ordinances. Wholesale customers pay 150% more for their water than commercial customers pay, since Lubbock citizens have paid for expensive water supply projects necessary to continue meeting Lubbock's water demand.

The City of Littlefield purchased 3.88 million gallons of water from Lubbock in FY 2019-20. The City of Lubbock used a total of 12.8 billion gallons of water in FY 2019-20. The amount of water Lubbock supplied to the City of Littlefield on an annual basis represents less than 0.03% of Lubbock's total usage. It is uncertain how much revenue this contract will generate for the Water Utility over the next 5 years since consumption is based on unforeseen emergencies.

Fiscal Impact

No fiscal impact can be calculated since it is unknown whether Littlefield will use any water due to unforeseen emergencies.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Wood Franklin, Division Director of Public Works
Lubbock Water Advisory Commission

Attachments

Resolution - Littlefield Emergency Water
Contract - Littlefield Emergency Water

RESOLUTION

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Interlocal Contract by and between the City of Lubbock and the City of Littlefield for the provision of wholesale water, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council this _____ 2021.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

RES.Interlocal Contract-City of Littlefield
07.07.21

INTERLOCAL WHOLESALE EMERGENCY WATER SALES CONTRACT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Contract is made by and between the CITY OF LUBBOCK (herein called the "Provider") a home rule municipal corporation located in Lubbock County, acting by and through its Mayor as authorized by specific action of this Council; and the CITY OF LITTLEFIELD, (herein called "Consumer/User "), a general law City in the State of Texas.

WHEREAS, the Consumer/User is a general law city of the State of Texas located northwest of the CITY OF LUBBOCK;

WHEREAS, Lubbock owns and operates a water pipeline (the "Pipeline") located along or near the U.S. Highway 84 right-of-way at or near the Consumer/User;

WHEREAS, the Pipeline is utilized to transport potable water from lands owned, leased or controlled by Provider located in Lamb and Bailey Counties of Texas to Lubbock;

WHEREAS, the Consumer/User acknowledges that the primary purpose of the water from the Pipeline is to serve citizens of Lubbock;

WHEREAS, upon proper notice of a qualified emergency, the Parties hereto desire that Provider should sell, and Consumer/User should purchase, water from the Pipeline;

WHEREAS, Section 22.03.091(f) of the Code of Ordinances of the Provider permits the sale of wholesale water outside of its municipal boundaries to federal, state, or local governments pursuant to appropriate intergovernmental contracts;

WHEREAS, the Provider is amenable to providing said wholesale, subject to the conditions precedent and upon the terms and conditions of this Contract, to the Consumer/User; and

WHEREAS, the Texas Government Code authorizes certain intergovernmental cooperation contracts.

NOW THEREFORE, for and in consideration of the mutual agreements, covenants, obligations, and benefits herein expressed, the City of Lubbock and Consumer/User contract and agree as follows:

ARTICLE I
PROVISIONS OF WATER

1.1 TERMS, PROVISIONS AND CONSIDERATIONS

The City of Lubbock agrees to sell and convey wholesale water to the Consumer/User, outside the City of Lubbock, subject to the conditions precedent and under and pursuant to the terms, provisions and conditions of this Contract.

ARTICLE II
CONDITIONS OF SALE OF WHOLESALE WATER

2.1 QUALITY AND TREATMENT

The City of Lubbock shall supply potable water of similar quality that the City of Lubbock distributes to the residents of Lubbock, Texas treated by disinfectants and such other treatment as may in the future be directed by appropriate regulatory agencies and meeting the applicable primary drinking water standards of the Texas Commission on Environmental Quality (TCEQ) and other local, State and Federal governmental agencies at the Point of Delivery, as hereinafter defined, during the term of this Contract.

THE CITY OF LUBBOCK MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED, STATUTORY, OR IMPLIED, INCLUDING WITHOUT LIMITATION, AS TO THE DESCRIPTION, VALUE, QUALITY, PHYSICAL CONDITION, MERCHANTABILITY, OR FITNESS FOR PURPOSE OF THE WATER SUBJECT TO THIS CONTRACT EXCEPT AS EXPRESSLY SET FORTH ABOVE.

2.2 QUANTITY

The City of Lubbock shall supply and deliver a total maximum amount of **40.0 million gallons** of water during any three hundred sixty-five (365) day period of time beginning October 1 of each year, based upon the historical usage of the Consumer/User to the Consumer/User's point of delivery as shown in Exhibit "A." The peak maximum usage during any 24-hour period of time shall be **1,500,000 gallons**. Maximum flow for any one (1) hour period shall not exceed **1,000 gallons per minute**. In the event Consumer/User shall use more than the allotted maximum amount of water in the above-described (365) day period given period as set forth above, Consumer/User shall pay an amount equal to two (2x) times the water rate set forth in Paragraph 3.2 for that amount of water that exceeds the allotted maximum quantity.

Subject to the terms hereof, Provider shall deliver water to the Consumer/User as requested by the Consumer/User, so long as the Consumer/User shall have notified the water control room operator by phone call (806-775-3416) immediately before delivery for acute emergencies and at least 48 hours prior to needs associated with scheduled water system repairs, or other permitted emergency situations.

The Consumer/User may purchase emergency water hereunder only in the event of an emergency situation. An "emergency situation" is defined as a situation arising due to an act of God or unforeseeable sudden mechanical or equipment failure, temporary water system repairs or other acute water supply interferences or failures. The term expressly excludes any water shortages arising due to or related to: (i) drought; or (ii) planning, or lack thereof that, in the sole opinion of the Provider, is related to water availability, use or conservation.

Purchase of emergency water by the Consumer/User shall be limited to 72 consecutive hours per occurrence. The Provider may, in its sole and absolute discretion, allow for additional purchases of water by the Consumer/User under the same terms and conditions as other purchases of water hereunder. In the event the Consumer/User shall desire additional purchases, the Consumer/User shall notify Lubbock as soon as reasonably practicable after it has knowledge of such desire.

City of Lubbock shall supply emergency water to the Consumer/User at the Point of Delivery as shown in Exhibit A. All emergency water quantities delivered shall be measured at the Point of Delivery. All water quantities delivered shall be measured by the metering device at the Point of Delivery at the sole cost of Consumer/User. The meter shall be located in an area reasonably accessible by the City of Lubbock at all times. If the metering device is to include remote monitoring equipment, the Consumer/User shall bear the sole cost of this additional equipment. Installation of this metering device shall be the responsibility of the City of Lubbock with all cost and expense of such installation reimbursed by the Consumer/User.

Such metering device may include and manage: (1) control the rate of flow; (2) measure the instantaneous flow of gallons per day; (3) measure peak hourly flow during the day of maximum flow in gallons per day; (4) measure the cumulative volume of water taken; and (5) control changes in the rate of flow. At the City of Lubbock's discretion, the metering device may be remotely monitored and documented as to usage of Consumer/User. Deliveries shall be contingent upon facilities necessary or convenient for the City of Lubbock to deliver water to Consumer/User from the City of Lubbock's existing water conveyance system to the Point of Delivery.

2.3 POINT OF DELIVERY AND TITLE

Water provided to Consumer/User shall be delivered to the Point of Delivery that is currently being utilized by Consumer/User, as described in Exhibit A. Title to water passing through the Point of Delivery shall pass to the Consumer/User, for all purposes, at the outlet side of the meter. Consumer/User shall be responsible for the water, for all purposes and intents, from and after title passage to Consumer/User.

CONSUMER/USER SHALL AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, SAVE, AND HOLD THE CITY OF LUBBOCK HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, AND CAUSES OF ACTION, WHICH MAY BE ASSERTED BY ANYONE RELATED TO THE TRANSPORTATION AND DELIVERY OF SAID WATER WHILE TITLE REMAINS IN THE CONSUMER/USER.

2.4 METERING EQUIPMENT

The City of Lubbock shall provide the maintenance of the necessary Point of Delivery metering device for properly measuring the quantity of water delivered to Consumer/User. Calibration of such metering equipment shall be done on a reasonable time schedule, but not less frequently than once every twelve (12) months, or more frequently than once every six (6) months. A meter registering not more than three percent (3%) accuracy above or below the test result shall be deemed to be accurate or non-material.

The previous readings of any meter disclosed by test to be inaccurate beyond the acceptable range of plus or minus three percent (3%) shall be corrected in accordance with the percentage of inaccuracy found by such tests for a period extending back one-half (1/2) of the time elapsed since the last calibration date but, in no event, further back than a period of six (6) months. If the meter is out of service or out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered during the period such meter is out of service or out of repair shall be estimated upon the basis of the best available data and information. The metering equipment register shall be read by the City of Lubbock at least once a month. All metering equipment, valves, and other appurtenances associated with the metering installation shall be and remain the property of the City of Lubbock.

2.5 BILLING PROCEDURE

The Consumer/User shall pay for services received pursuant to this Contract based upon the invoice submitted by the City of Lubbock each month. The monthly invoice shall include the amount of water determined to be delivered to the Consumer/User through the meter at the Point of Delivery during the preceding month shall be mailed to:

CITY MANAGER
City of Littlefield
P.O. Box 1267
Littlefield, Texas 79339

All statements for water delivered shall be due and payable from current revenues available to Consumer/User on or before thirty (30) days after issuance of said statement. A late payment charge of ten percent (10%) per annum shall be charged for failure to pay the current due amount within thirty (30) days after issuance of the statement. If payment is not received by the City of Lubbock within thirty-five (35) days after the date of issuance of the statement, the statement shall be deemed delinquent. The City of Lubbock shall notify Consumer/User in writing when any such payment shall become delinquent, and if such delinquency is not removed within forty-two (42) days after the date of issuance of the written notice, the City of Lubbock may, at its discretion, cease deliveries of water to Consumer/User under the terms of this Contract.

After water has ceased to be supplied, the City of Lubbock may, at its sole discretion, notify the Consumer/User of its intention to declare the wholesale water supply contract forfeited and null and void. Upon such notice, the Consumer/User shall have thirty (30) days to pay all delinquent charges,

late fees, and reconnect charges, in order to reinstate wholesale water services prior to final action by the City of Lubbock declaring the Contract forfeited and null and void. Upon a declaration by the City of Lubbock that the Contract is forfeited and null and void, all connections providing the capability to deliver water shall be removed by the City of Lubbock.

2.6 AREA OF SERVICE

Use of water purchased under this Contract shall be solely used within the city limits of the Consumer/User. No other customer, geographic area or premises, of any kind or nature, shall be served by Consumer/User, directly or indirectly, with water purchased hereunder subject to the right of the Consumer/User to resell water within its defined service area.

2.7 TERM OF CONTRACT

The term of this Contract shall be a period of five years (5) commencing on the date of award and ending August 31, 2026.

In the event of continued and mutual interest of the terms or similar terms of this agreement, a new contract shall be negotiated, developed, approved and executed for the period after August 31, 2026. However, in the event that a new contract is not or cannot be agreed upon, there shall be no further discharge or responsibilities of the City of Lubbock and Consumer/User.

The Consumer/User may terminate the Contract with at least ninety (90) days written notice to the Provider. The termination of the Contract shall take place at the end of the month specified in the written notice to the Provider. The Consumer/User will be responsible to pay all amounts due to the Provider under this Contract through the termination date.

ARTICLE III
CONDITIONS OF RECEIVING SERVICE

3.1 CONSUMER/USER'S FACILITIES

The Consumer/User agrees and understands that it will install and maintain, at its sole expense, all facilities necessary for receiving, operating and distributing water into its water system from and after the Point of Delivery and that the City of Lubbock shall be under no obligation whatsoever to bear any of said expenses aforementioned. The Consumer/User shall not alter, modify, or change the meter facilities under any circumstances.

3.2 RATES AND PAYMENT

The Consumer/User shall pay to the City of Lubbock, in a timely manner, those charges for water provided to Consumer/User pursuant to the terms of this Contract.

The base monthly rate for the meter installed at the Point of Delivery shall be equal to the rate established by the City Council of the City of Lubbock for meter of equal size as set forth in Section 22.03.084 of Code of Ordinances of the City of Lubbock, as may be amended from time to time. The volume rate charged for water provided shall be equal to the rate established by the City Council of the City of Lubbock charged to Commercial customers as set forth in Section 22.03.085 of the Code of Ordinances of the City of Lubbock, as may be amended from time to time, including the current volume rate multiplier of 1.5 or any other specific volume rate multiplier as may be approved by the City Council of the City of Lubbock for wholesale customers, including the City of Littlefield..

All expenses on Consumer/User's side of the Point of Delivery shall be the sole expense of Consumer/User.

The rates contained in this Contract are negotiated rates that are considered by each party to be fair, just, and reasonable. The Consumer/User will waive any right it may have to appeal any decision affecting the amount paid for water pursuant to this Contract to the TCEQ or any other state agency that has, or may later obtain, jurisdiction over the rates charged by the Provider.

In the event any user fee is imposed on the delivery, taking, sale, use, or consumption of the water received by Consumer/User from the City of Lubbock, the amount of the user fee allocable to Consumer/User shall be borne by Consumer/User. When and if the Provider shall be required to pay, collect or remit any user fee on water received by Consumer/User, then the user fee that is not included in the rates under this Contract will be added to the charges otherwise payable to the Provider and shall be the responsibility of Consumer/User.

3.3 SANITARY CONTROL

A Reduced Pressure Zone (RPZ) prevention device or air gap shall be maintained at all times by the Consumer/User at the Point of Delivery (i.e., between the two (2) systems). Where applicable, all costs associated with the installation and maintenance of this backflow prevention device shall be the sole responsibility of the Consumer/User. The plans for the installation of such RPZ prevention device or air gap shall be approved in writing by the Provider and any and all regulatory agencies with appropriate jurisdiction, including the TCEQ. If a backflow device is installed, it shall be tested upon installation, annually (no more than 365 days) and as needed. If the backflow device fails test parameters, the device must be repaired or replace before with a passing backflow teste prior water service is allowed to resume. At no time shall a by-pass be installed on or around the backflow prevention device.

Consumer/User may allow service by direct pressure, if available, from the Provider's line to the Point of Delivery. However, the Provider is under no obligation to provide water at any pressure above and over pressures necessary to deliver the quantities of water described in Section 2.2, above.

Consumer/User shall permit personnel of the Provider to enter upon the property of Consumer/User for the purpose of inspecting any and all facilities of Consumer/User regarding necessary sanitary controls. Should the Provider have reasonable grounds to believe that any condition exists which

might result in contamination of the Provider's water supply or jeopardize the Provider 's certification with the Texas Commission on Environmental Quality (TCEQ) and/or other federal, state or local regulatory authorities, then the Provider shall notify Consumer/User. The Consumer/User shall immediately correct such condition.

In the event Consumer/User fails to correct such condition then the City of Lubbock may, at its sole discretion, either correct the condition at Consumer/User's expense and include the cost of materials and labor in subsequent billing statements from the Provider to Consumer/User or cease delivering water under this Contract until such condition is corrected to the satisfaction of the Provider.

In the event the City of Lubbock determines that contamination of City of Lubbock's water supply actually exists, the City of Lubbock shall have the absolute right to discontinue service to Consumer/User until such time as said contamination has been eliminated by Consumer/User. Nothing herein shall be construed to impose upon the City of Lubbock the duty and obligation to make any inspection or to regulate the quality of water beyond the Point of Delivery to Consumer/User and Consumer/User shall be solely responsible for the operation, maintenance, regulation and employment of all facilities beyond the Point of Delivery, and the regulation of the use of all water received by it at the Point of Delivery.

The Consumer/User water system operators should be aware that any water received from the City of Lubbock will contain chloramines disinfectant. As such, the Consumer/User should adjust their disinfection system operations and monitoring for chloramines accordingly. Since 1983, the Provider has utilized chloramines as its water system disinfectant. This practice is common for larger cities in Texas and the United States. The use of chlorines reduces the levels of disinfection byproducts (DBPs) in the system, while providing protection from waterborne disease. If these chloramines are passed on to the water customers of the Consumer/User, the Consumer/User is solely responsible for providing the following notice:

> *Chloramines can cause problems to persons dependent on dialysis machines. A condition known as hemolytic anemia can occur if the disinfectant is not completely removed from the water that is used for the dialysate. Consequently, the pretreatment scheme used for dialysis units must include some means, such as a charcoal filter, for removing the chloramines. Medical facilities should also determine if additional precautions are required for other medical equipment.*
>
> *Chloraminated water may be toxic to fish. Fish tank owners, must make sure that the chemicals or filters used are designed for use in water that has been treated with chloramines. The type of filter used for fish tanks may also need to be changed.*

3.4 INSURANCE REQUIREMENT FOR BACKFLOW PREVENTION DEVICE

Consumer/user shall procure and maintain until all of their obligations pursuant to this Contract have been discharged, insurance against claims for injury to persons or damage to property that may arise from or in connection with the backflow prevention device described in Section 3.3, above.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Provider in no way warrants that the minimum limits contained herein are sufficient to protect the Consumer/user from liabilities that might arise under this Contract. Consumer/User is free to purchase additional insurance as may be determined necessary.

Consumer/user shall provide coverage with limits of liability not less than those stated below:

Commercial General Liability

Contract shall include bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$1,000,000
Each Occurrence	$1,000,000

The Contract shall be endorsed to include the Provider as an additional insured with respect to liability arising out of the backflow prevention device connection and delivery of water supply under the provisions of this Contract. Consumer/user shall furnish the Provider with certificates of insurance as required by this Contract. The certificates for each insurance Contract are to be signed by a person authorized by that insurer to bind coverage on its

3.5 WATER CONSERVATION

In the event the Provider is required to implement its Drought and Emergency Contingency Plan for its system then the Consumer/User shall receive the same water allotment under such plan as any other customers of similar size and water needs served by the Provider.

Consumer/User shall adopt, develop, implement and maintain water conservation and drought contingency plans, programs, and rules incorporating loss-reduction measures and management practices, techniques, and technologies. These water conservation and drought contingency plans, programs, and rules shall be at least as promotional of conservation as the plans, programs, and rules as developed and adopted by the Provider, as determined by the City Council of the City of Lubbock. Such plans shall be designed to reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water, and increase the recycling and reuse of water in a manner that at a minimum reflects the plans, programs, and rules as developed and adopted by the Provider. The Consumer/User will at all times practice due diligence and monitoring of water for beneficial use. The Consumer/User will establish and enforce its water conservation and drought contingency plan, program, and rules, and the Consumer/User will make annual reports on its enforcement efforts to the Provider.

Consumer/User shall develop and implement a water conservation plan or water conservation

measures using the applicable elements of Title 30, Chapter 288, of the Texas Administration Code, and any successor regulations thereto. The Provider's obligations under this Contract shall be subject to water conservation plans and drought and emergency contingency plans adopted by the Lubbock City Council or required or approved by the TCEQ, or any other or additional federal, state, or local regulatory district or entity with power to require or approve water conservation and drought and emergency contingency plans.

3.6 INSPECTION AND AUDIT

Complete records and accounts are to be maintained by each party heretofor a period required by law or five (5) years, whichever is greater. Each party shall at all times, upon notice, have the right at reasonable times to examine and inspect said records and accounts during normal business hours. Further, if required by law, rule or regulation, make said records and accounts available to federal and/or state auditors.

ARTICLE IV
DEFAULTS AND REMEDIES

4.1 NOTICE OF DEFAULT

In the event that either the Provider or Consumer/User should breach, fail to comply with or violate any term or provision of this Contract (a "Default") the other party shall promptly notify, with specificity as to the alleged Default, the other respective party of the Default. Except as otherwise provided by this Contract, upon receiving such notice the defaulting party shall have thirty (30) days to cure the Default. Unless this Contract provides otherwise, in the event said Default is not cured within the time period described above, with respect to Consumer/User as the defaulting party, then the Provider may pursue any and all remedies provided by law, equity, contract or otherwise, including without limitation, declaring this Contract terminated and null and void. Unless this Contract provides otherwise, in the event said Default is not cured within the time period described above, with respect to the Provider as the defaulting party, then Consumer/User may, as its sole and exclusive remedy, either seek specific performance of the terms of this Contract or declare this Contract terminated and null and void.

ARTICLE V
MUTUAL CONDITIONS

5.1 FAILURE TO DELIVER

The Provider does not warrant that the services and deliveries provided for in this Contract will be free from, and the Provider is excused from, performing hereunder in the event and for the period of, an interruption or stoppage caused by maintenance, repair, substitution, renewal, replacement or improvement of any of the equipment involved in the furnishing of any such services or deliveries of water or caused by floods, drought, alterations, strikes, lockouts, shortages of equipment or material, labor controversies, accidents, or acts of God, the elements, or any other event of *force majeure* or

cause beyond the reasonable control of the Provider. In the event of a shortage of water, or if distribution of water by the Provider to Consumer/User is deemed inappropriate by any regulatory agency or law, the supply of water to Consumer/User under this Contract shall be reduced or ceased as deemed necessary by the Provider to protect the interests of its citizens and/or to comply with all rules and regulations of any regulatory agency having jurisdiction over the operation of the Provider's facilities.

5.2 NO ASSIGNMENT

All the promises, undertakings, agreements, covenants and contracts herein contained by or on behalf of either the Provider or Consumer/User shall bind the successors and permitted assigns of either party, whether so expressed or not; but neither the Provider nor Consumer/User shall have the right to assign this Contract, without the written consent of the other party.

5.3 ENTIRETY AND AMENDMENTS

It is expressly stipulated that the Provider and it's agents have made no representations, warranties or promises with respect to the delivery of water and all other matters contained in this Contract, except as herein expressly set forth, and this Contract supersedes all prior agreements and understandings, if any, relating to the subject matter hereof.

This Contract may only be amended by an instrument in writing executed by the duly authorized representative of the party against whom the amendment is sought to be enforced.

5.4 WAIVER

No failure on the part of the Provider at any time to require the performance by Consumer/User of any portion of this Contract shall in any way affect the Provider's right to enforce such provision or any other provision. Nor shall any waiver by the Provider of any provision hereof be taken or held to be a waiver of any other provision hereof or any other breach hereof. No rights under this Contract may be waived except by written amendment executed and authorized by the governing bodies of the parties. No officer or agent of the Provider or the Consumer/User is authorized to waive or modify any provision of the Contract.

5.5 REGULATORY AGENCIES

This Contract is subject to all applicable federal, state, and local laws and any applicable ordinances, rules, orders and regulations of any local, state, or federal governmental authority, having or asserting jurisdiction. However, nothing contained in this Contract shall be construed as a waiver by any party to the Contract of any right to question or contest any law, order, rule or regulation which may affect the terms and conditions of the Contract in any forum having jurisdiction, and the Consumer/User and the Provider each agree to make a good faith effort to support proposed laws and regulations which would be consistent with the performance of this Contract in accordance with its terms. The Consumer/User represents and warrants to the Provider that it has obtained and will maintain during the term of its wholesale water supply contract all necessary permits and consents to supply water to

the Consumer/User.

5.6 HEADINGS

All headings in this Contract have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending, or affecting in any way the express terms and provision hereof.

5.7 LIABILITY AND HOLD HARMLESS

CONSUMER/USER SHALL INDEMNIFY, TO THE FULLEST EXTENT PERMITTED BY LAW, AND HOLD HARMLESS AND RELEASE THE PROPVIDER FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, LOSSES, DAMAGES OR LIABILITIES, OF ANY KIND OR NATURE, WHICH ARISE DIRECTLY OR INDIRECTLY, OR ARE RELATED TO, IN ANY WAY, MANNER, OR FORM, THE ACTIVITIES CONTEMPLATED HEREUNDER OR OMISSION OF SUCH ACTIVITIES, INCLUDING WITHOUT LIMITATION, SUCH LOSSES, DAMAGES, CLAIMS OR LIABILITIES ARISING FROM OR RELATED TO, IN ANY WAY, MANNER, OR FORM, THE NEGLIGENCE OR FAULT OF THE PROVIDER, ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AGENTS AND/OR DESIGNEES.

5.8 NOTICE

Except for notification of the possibility of curtailment or intent to curtail or cease the delivery of water, which shall be communicated in person to the city manager or designee, by telephone to the city manager or designee, or by email to the city manager or designee. All communication required or allowed by this Contract shall be in writing and be given either (i) in person or by telephonic facsimile; or (ii) by depositing the notice in the United States mail, postpaid and certified, with return receipt requested, and addressed to the party to be notified. Notice, as herein provided, shall be conclusively deemed to have been provided (i) in the event of delivery in person or by telephonic facsimile, when it is actually received; or (ii) in the event of certified mail, as described above, three (3) days after the notice is deposited in the mail, certified mail, return receipt requested. For the purposes of the notice, the addresses for receipt of notice to the parties is set forth immediately below.

City of Littlefield
ATTN: City Manager
PO Box 1267
Littlefield, Texas 79339
Phone: (806) 9202
Facsimile (806) 385-4085
Email: mgrant@lfdtx.city

City of Lubbock
ATTN: Director of Water Utilities
P.O. Box 2000
Lubbock, Texas 79457
Phone: (806) 775-2585
Facsimile: (806) 775-3027
Email: aspear@mylubbock.us

Either party may change its address by giving written notice of the change to the other party at least fifteen (15) days before the change becomes effective.

5.9 AUTHORITY

Consumer/User represents and warrants to the Provider that it is a political subdivision of the State of Texas and is authorized to enter into this Contract and perform each and every term and provision of this Contract, and will continue to be duly authorized to so perform during the term hereof.

5.10 PARTIAL INVALIDITY

In the event one or more of the provisions contained in this Contract shall be invalid, illegal or unenforceable in any respect under any law, rule or regulation, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

5.11 CURRENT REVENUES

Each party paying for performance under this Contract shall make all payments from current revenues available to the paying party.

The parties understand and acknowledge that the funding of this Contract 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 either the Provider or the Consumer/User fail to approve a budget which includes sufficient funds for the continuance of this Contract, or should fail to certify funds for any reason, then and upon the occurrence of such event, this Contract shall terminate as to that party, and the party shall then have no further obligation to the other party. When the funds budgeted or certified during any fiscal year by a party to discharge its obligations under this Contract are expended, any other party's sole and exclusive remedy shall be to terminate this Contract.

5.12 EFFECTIVE DATE

This Contract shall be effective and binding between the parties hereto as of the date of execution by the Provider.

5.13 VENUE AND APPLICABLE LAW

THIS CONTRACT 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, THE CITY OF LUBBOCK, THE CONSUMER/USER, AND ANY OTHER REGULATORY BODY HAVING JURISDICTION. THIS CONTRACT SHALL BE CONSTRUED AND GOVERNED ACCORDING TO THE LAWS OF THE STATE OF TEXAS. THE SOLE VENUE FOR ANY ACTION, CONTROVERSY, DISPUTE OR CLAIM ARISING UNDER THIS CONTRACT SHALL BE IN A COURT OF APPROPRIATE JURISDICTION IN LUBBOCK COUNTY, TEXAS EXCLUSIVELY.

5.14 NON-ARBITRATION/RIGHTS AND REMEDIES RESERVED:

The Provider 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 Provider 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 Contract, the former shall control.

5.15 PUBLIC INFORMATION

This Contract is public information. To the extent, if any, that any provision of this Contract is in conflict with Tex. Gov't. Code Ann. Chapter 552 et seq., as amended (the "Texas Public Information Act") the same shall be of no force and effect.

5.16 NO THIRD-PARTY BENEFICIARIES

This Contract is entered solely by and between, and may be enforced only by and among the Parties. Except as set forth above, this Contract shall not be deemed to create any rights in or obligations to any third parties.

5.17 NO PERSONAL LIABILITY

Nothing in this Contract is construed as creating any personal liability on the part of any employee, officer or agent of any public body that may be a party to this Contract.

5.19 NO JOINT ENTERPRISE

This Contract is not intended to, and shall not be construed to create any joint enterprise between or among the parties.

5.20 SOVEREIGN IMMUNITY ACKNOWLEDGED AND RETAINED

THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITIES FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE PARTIES RETAIN ALL GOVERNMENTAL IMMUNITIES.

INTENTIONALLY LEFT BLANK

Signed this the ___ day of _____, 2021.

CITY OF LUBBOCK
BY:

_____
Daniel M. Pope, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

CITY OF LITTLEFIELD
BY:

_____
Eric Turpen, Mayor

ATTEST:

_____
Janine Butler, City Secretary

CITY OF LITTLEFIELD, TEXAS
LAMB COUNTY

APPROVED AS TO CONTENT:

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

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

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

Exhibit A



Emergency Water Sales Contract - Littlefield

Regular City Council Meeting **6. 9.**

Meeting Date: 07/27/2021

Information

Agenda Item

Resolution - Public Works Streets: Consider a resolution authorizing the Mayor to execute Contract 15964, with West Texas Paving, Inc., to mill and relay a portion of Martin Luther King Boulevard.

Item Summary

This project will rebuild a portion of Martin Luther King (MLK) Boulevard from Broadway to the Idalou Highway. The existing failed pavement will be milled out to a depth of 8 inches, followed by 6 inches of asphalt-stabilized base material compacted in place, and 2 inches of asphalt driving surface on top of the base. New striping will be applied to the driving surface.

In response to ITB 21-15964-JM, two bids were received and opened on June 30, 2021. They were as follows:

Contractor	Bid Amount
West Texas Paving, Inc., Wolfforth, Texas	$709,950
Lone Star Dirt & Paving, Ltd., Lubbock, Texas	$817,910

Time for completion of this project is 90 consecutive calendar days from the issuance of the Notice to Proceed. Liquidated damages of $1,204.28 per day will be assessed for each consecutive calendar day after substantial completion if the work is not completed on time.

Staff recommends award to the lowest bidder, West Texas Paving, Inc. of Wolfforth, Texas, for the bid amount of $709,950. The contract with West Texas Paving, Inc. is available for review in the City Secretary's Office.

Fiscal Impact

The cost of the contract is $709,950 and is funded in Capital Project 92697, Street Maintenance 2021.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Wood Franklin P.E., Division Director of Public Works

Attachments

Resolution - West Texas Paving, MLK Boulevard
Bid Submittal Form
Budget Detail
CIP Detail
Project Summary - MLK Boulevard Mill and Relay

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. 15964 for Mill and Relay MLK as per ITB 21-15964-JM, by and between the City of Lubbock and West Texas Paving, Inc., of Wolfforth, 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:

_____
Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.Contract 15964 – Mill and Relay MLK
07.01.21

BID SUBMITTAL FORM
BID CONTRACT

DATE: June 30, 2021

PROJECT NUMBER: **ITB 21-15964-JM Mill and Relay MLK**

Bid of West Texas Paving, 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.

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.

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 **90 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 **$1,204.28** for each consecutive calendar day after substantial completion set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

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

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

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of **60** calendar days after the scheduled closing time for receiving bids.

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

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

City of Lubbock
Public Works
ITB 21-15964-JM
Mill and Relay MLK

West Texas Paving, Inc. Wolfforth, TX

Item	Description	Quantity (+/-)	UOM	Unit Cost	Extended Cost
#0-1	Provide all labor, equipment, and materials to construct a new litter fence netting system at the West Texas Region Disposal Facility at Abernathy, TX. The litter fence will be a total of 750 LF by 30' high constructed on steel poles. The new netting system must match the existing netting system exactly in order to maintain the integrity of the original design scheme, per specifications.	14000	SY	$ 44	$ 616,000
#0-2	Patching with Black Base, 6" depth (milling to a depth of 8", with replacement of 6" Black Base and 2" Type C Hot Mix), including labor, equipment, removal and disposal of asphaltic surface, caliche base and sub-grade (if soft or unstable) remove to A depth specified by the inspector, and fill in with black base. (All Millings will go to the City of Lubbock.)	160	SY	85	13,600
#0-3	Type I Thermoplastic pavement marking .125 Mil 24" white stop line (TX DOT DMS 8220). Including labor, equipment, and preparation of existing surface. Complete and in place.	105	LF	350	3,675
#0-4	Type I Thermoplastic pavement marking .125 Mil 24" white continental crosswalk (TX DOT DMS 8220). Including labor, equipment, and preparation of existing surface. Complete and in place.	95	EA	35	3,325
#0-5	Thermoplastic pavement marking Right or Left turn arrow (TX DOT DMS 8220). Including labor, equipment, and preparation of existing surface. Complete and in place.	26	LF	400	10,400
#0-6	8" lane line elimination. Including labor, equipment, and all tools necessary to remove and relay markings.	100	LF	4.5	450
#0-7	4" lane line elimination. Including labor, equipment, and All tools necessary to remove and relay markings.	5000	EA	2.5	12,500
#0-8	Mobilization	1	EA	50,000	50,000
				Total:	**$ 709,950**

Enclosed with this bid is a Cashier's Check or Certified Check for _____ **Dollars ($**_____**) or a Bid Bond in the sum of** 5% GAB _____ **Dollars ($**_____**), 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.

Date: June 30, 2021

Darrell Jarnagin

Authorized Signature

Darrell Jarnagin

(Printed or Typed Name)

West Texas Paving, Inc.

Company

10104 Alcove Ave

Address

Wolfforth, Lubbock

City, County

Texas, 79382

State Zip Code

Telephone: 806 - 833-2882

Fax: 806 - 833-2884

(Seal if Bidder is a Corporation)

ATTEST:

Murleen Jarnagin

Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 6/15/21

Addenda No. _____ Date _____

Addenda No. _____ Date _____

Addenda No. _____ Date _____

FEDERAL TAX ID or SOCIAL SECURITY No.

75-2028682

EMAIL: marshal@wtxpaving.com

M/WBE Firm:

X	Woman		Black American		Native American
	Hispanic American	X	Asian Pacific American		Other (Specify)

City of Lubbock, TX
Capital Project
Project Cost Detail
July 27, 2021

Capital Project Number:	92697
Capital Project Name:	Street Maintenance 2021

Encumbered/Expended	**Budget**
Contract 15647 2021 Asphalt Repair	$ 1,540,730
Contract 15648 2021 Concrete Repair	1,445,700
Contract 14517, Amendment Rejuvinator 2021	1,100,000
Contract 15772, 2021 MicroSurfacing	3,488,251
Contract 15778, Wausau Avenue (S. of 82nd St) Rebuild	346,475
Contract 15796, Nuisance Branches and Trees Service Contract- Asplundh Tree Expert LLC	69,546
Contract 15875, Brick Paving Project 13th and Texas-MH Civil Constructors Inc.	722,000
Agenda Items, July 27,2021	
Contract 15964, MLK Ave. Rebuild	709,950
Encumbered/Expended To Date	9,422,652
Estimated Costs for Remaining Appropriation	
Street Maintenance	1,432,363
Remaining Appropriation	1,432,363
Total Appropriation	$ 10,855,015

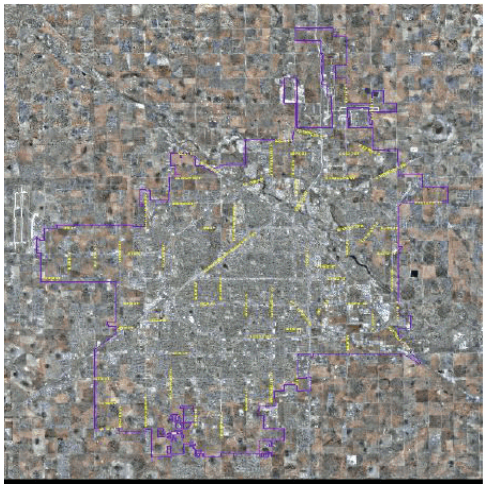
Project Name **Street Maintenance 2021** *Project Number* **92697**

Managing Department **Streets**

Project Manager **Mike Gilliland**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope

Micro-surfacing, asphalt rejuvenation, asphalt milling, asphalt milling and overlay, full or partial depth pavement repair, total reconstruction, patching, crack sealing, concrete joint sealing, and brick street repair.

Project Justification

The project is a preventive maintenance program to help preserve and maintain our street infrastructure. The maintenance program is an essential tool to help extend the useful life of the pavement. Used early in a pavement's life, preventative maintenance corrects small problems before they become big problems, saves money, and improves safety and rideability. At some point, all roads require total rehabilitation as they near the end of their useful life. Total rehabilitation is completed when funding is available.

Project History

$10,000,000 was appropriated in the FY 2020-21 Budget, Ord. No. 2020-O0123, October 1, 2020.
$1,155,015 was appropriated in FY 2020-21, BCR# 2021-9, April 23, 2021.
Reduced appropriation by $300,000 in FY 2020-21, BCR# 2021-13, May 17, 2021.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Project Amount
Construction	10,855,015	11,000,000	12,000,000	13,000,000	14,000,000	15,000,000	0	75,855,015
Total Project Appropriation	10,855,015	11,000,000	12,000,000	13,000,000	14,000,000	15,000,000	0	75,855,015

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Funding
FY 2020 General Fund Cash	855,015	0	0	0	0	0	0	855,015
FY 2021 General Fund Cash	10,000,000	0	0	0	0	0	0	10,000,000
FY 2022 General Fund Cash	0	11,000,000	0	0	0	0	0	11,000,000
FY 2023 General Fund Cash	0	0	12,000,000	0	0	0	0	12,000,000
FY 2024 General Fund Cash	0	0	0	13,000,000	0	0	0	13,000,000
FY 2025 General Fund Cash	0	0	0	0	14,000,000	0	0	14,000,000
FY 2026 General Fund Cash	0	0	0	0	0	15,000,000	0	15,000,000
Total Funding Sources	10,855,015	11,000,000	12,000,000	13,000,000	14,000,000	15,000,000	0	75,855,015

Project Name **Street Maintenance 2021** *Project Number* **92697**

Operating Budget Impact	FY 2021-22	Unappropriated Planning Years FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Impact
No Impact Anticipated	0	0	0	0	0	0	0
Total Operating Budget Impact	0	0	0	0	0	0	0

Purchasing and Contract Management

Project Summary
ITB 21-15964– JM Mill and Relay MLK

Notice was published in the Lubbock Avalanche Journal on June 13, 2021 and June 20, 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 June 14, 2021 to June 30, 2021.
3 individuals attend the pre-conference meeting.
35 vendors viewed using BidSync.com & Bonfire
17 vendors downloaded the documents.
8 vendors were notified separately.
2 vendor(s) submitted a bids.

Regular City Council Meeting **6. 10.**

Meeting Date: 07/27/2021

Information

Agenda Item

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

Item Summary

The Texas Transportation Code §545.352, determines speeds of 30 mph on a street and 15 mph in an alley of an urban district. To alter the speed limit on a city street within its city limits, municipalities establish higher or lower speed limits per City Ordinance. The City of Lubbock Ordinance, Section 20.05.102, was previously created to set speed limits on arterial and collector streets within the City of Lubbock. This proposed ordinance amendment will adjust the speed limits based on recent speed studies and correct description designations.

The Traffic Management Department performs speed studies and recommends speed changes to the Citizens Traffic Commission (CTC) in accordance with the Federal Highways Administration's USLIMITS2 Expert System criteria.

The CTC approved the following changes on May 18, 2021.

1. Milwaukee Avenue: 34th Street to 82nd Street - reduced sections from 50 mph to 45 mph.
2. 34th Street: Marsha Sharp Freeway to Milwaukee Avenue - reduced a section from 50 mph to 40/45 mph and adjusted the description boundaries.
3. 98th Street: University Avenue to Upland Avenue - changed the order so that the speed limit description reads from East to West.
4. Removed “FM 1730” from Street Names and Descriptions that read “Slide Road.”

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
L. Wood Franklin, Division Director of Public Works

Attachments

Speed Ordinance Amendment

Speed Changes By Street Segment

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 20.05.102 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO THE ESTABLISHMENT OF SPEED LIMITS; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interests of the health, safety and welfare of the citizens of the City of Lubbock to make the following amendment to Section 20.05.102 of the Code of Ordinances of the City of Lubbock, Texas in order to reflect a recent speed limit change; NOW THEREFORE:

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

SECTION 1. THAT Section 20.05.102 of the Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 20.05.102. Limits on specific Streets, Highways, etc., and portions thereof.

Pursuant to the provisions of Section 20.05.101, speed limits for specific streets, roads, highways and other vehicle ways and portions thereof within the city limits shall be as follows:

Line Item	Lubbock Street Name (TxDOT Name)	Travel Direction	Speed Limit Description	Speed
1	East 4th Street (FM40)	West Only	From the Easternmost City Limits to 60ft West of Linden Ave.	50
2	East 4th Street (FM40)	West Only	From 60ft West of Linden Ave. to 0.2mi East of Idalou Road (US 62)	55
3	East 4th Street (FM40)	East Only	From 0.2mi East of Idalou Road to the Easternmost City Limits	50
4	East 4th Street (FM40)	East & West	From 0.2mi East of Idalou Road (US 62) to Idalou Road (US 62)	40
5	East 4th Street	East & West	From Idalou Road to M L King, Jr. Blvd.	35
6	4th Street (FM 2255)	East & West	From Elgin Ave. to 0.10mi East of Toledo Ave.	50

7	4th Street (FM 2255)	East & West	From 0.10mi East of Toledo Ave. to 200ft West of Homestead Ave.	45
8	4th Street (FM 2255)	East & West	From 200ft West of Homestead Ave. to 486ft East of Quincy Ave.	50
9	4th Street (FM 2255)	East & West	From 486ft East of Quincy to 0.292mi East of Inler Ave (FM 179)	60
10	4th Street (FM 2255)	East & West	From 0.292mi East of Inler Ave (FM 179) to 0.3mi East of Research Blvd. (Spur 309)	55
11	4th Street (FM 2255)	East & West	From 0.30mi East of Research Blvd. (Spur 309) to Research Blvd. (Spur 309)	50
12	East 19th Street	East & West	From the Easternmost City Limits to East Loop 289	35
13	East 19th Street	East & West	From East Loop 289 to Guava Ave.	40
14	East 19th Street (US 62/SH 114)	West Only	From M L King, Jr. Blvd. to Canyon Lake Drive	45
15	East 19th Street (US 62/SH 114)	West Only	From Canyon Lake Drive to 80ft West of Birch Ave.	50
16	East 19th Street (US 62/SH 114)	West Only	From 80ft West of Birch Ave. to Avenue A	35
17	East 19th Street (US 62/SH 114)	East Only	From Avenue A to Weber Drive	35
18	East 19th Street (US 62/SH 114)	East Only	From Weber Drive to M L King, Jr. Blvd.	50
19	East 19th Street (US 62/SH 114)	East & West	From Avenue A to Canton Ave.	35

20	East 19th Street (US 62/SH 114)	East & West	From Canton Ave. to Memphis Ave.	40
21	19th Street (SH 114)	East & West	From Memphis Ave. to West Loop 289	45
22	19th Street (SH 114)	East & West	From West Loop 289 to Juneau Ave.	50
23	19th Street (SH 114)	East & West	From Juneau Ave. to Yuma Ave.	55
24	19th Street (SH 114)	East & West	From Yuma Ave. to the Westernmost City Limits	60
25	21st Street	East & West	From Joliet Ave. to Louisville Ave.	20
26	29th Drive	East & West	From 34th St. to Marsha Sharp Freeway (US 62/82)	35
27	29th Drive	East & West	From Marsha Sharp Freeway (US 62/82) to Slide Rd	35
28	29th Street	East & West	From Slide Road to Chicago Ave.	35
29	East 34th Street	East & West	From M L King, Jr. Blvd. to Avenue A	40
30	34th Street	East & West	From Avenue A to Avenue G	40
31	34th Street	West Only	From Avenue G to Avenue J	40
32	34th Street	East Only	From Avenue J to Avenue G	35
33	34th Street	East & West	From Avenue J to Slide Road	35
34	34th Street	East & West	From Marsha Sharp Freeway (US 62/82) to Elkhart Ave.	35
35	34th Street	East & West	From Elkhart Ave. to Iola Ave.	40

36	34th Street	East & West	From Iola Ave. to Milwaukee Ave.	45
37	34th Street	East & West	From Milwaukee Ave. to the Westernmost City Limits	50
38	East 40th Street	East & West	From M L King, Jr. Blvd. to Avenue A	35
39	East 50th Street (FM 835)	West Only	From the Easternmost City Limits to East Loop 289	60
40	East 50th Street (FM 835)	West Only	From East Loop 289 to 0.15mi East of Guava Ave.	55
41	East 50th Street (FM 835)	East Only	From 0.15mi East of Guava Ave. to the Easternmost City Limits	55
42	East 50th Street (FM 835)	East & West	From 0.15mi East of Guava Ave. to Avenue A	45
43	East 50th Street (FM 835)	East & West	From Avenue A to Interstate-27	40
44	50th Street	East & West	From Interstate-27 to Frankford Ave.	40
45	50th Street	East & West	From Milwaukee Ave. to Upland Ave.	45
46	East 66th Street	East & West	From M L King, Jr, Blvd. to East Slaton Road (US 84)	45
47	66th Street	East & West	From East Slaton Road (US 84) to Interstate-27	45
48	66th Street	East & West	From Interstate-27 to Indiana Ave.	35
49	66th Street	East & West	From Frankford Ave. to Marsha Sharp Freeway (US 62/82)	45
50	74th Street	East & West	From University Ave. to Elgin Ave.	35

51	74th Street	East & West	From Quaker Ave. to Utica Ave.	35
52	East 82nd Street	East & West	From M L King, Jr. Blvd. to Interstate-27	50
53	82nd Street	East & West	From Interstate-27 to University Ave.	50
54	82nd Street	East & West	From University Ave. to Frankford Ave.	45
55	82nd Street	East & West	From Frankford Ave. to the Westernmost City Limits	50
56	98th Street	East & West	From the Easternmost City Limits to University Ave.	45
57	98th Street	East & West	From University Ave. to Nashville Ave.	50
58	98th Street	East & West	From Nashville Ave. to Savannah Ave.	40
59	98th Street	East & West	From Savannah Ave. to Upland Ave.	50
60	114th Street	East & West	From University Ave. to Slide Road	50
61	114th Street	East & West	From Slide Road to Upland Ave.	55
62	130th Street (FM 1585)	East & West	From the Easternmost City Limits to 0.259mi West of University Ave.	55
63	130th Street (FM 1585)	East & West	From 0.259mi West of University Ave to .322 mi West of Frankford Ave	60
64	130th Street (FM 1585)	East & West	From 0.259mi West of University Ave to 0.322mi West of Frankford Ave	60

65	130th Street (FM 1585)	East & West	From 0.322mi West of Frankford Ave to the Westernmost City Limits	65
66	Alcove Avenue	North & South	From the Northernmost City Limits to 36th St.	55
67	Alcove Avenue	North & South	From Marsha Sharp Freeway. to 98th St.	40
68	Alcove Avenue	North & South	From 98th St. to the Southernmost City Limits	55
69	North Ash Avenue	North & South	From Interstate-27 to Ursuline St.	40
70	North Ash Avenue	North & South	From Ursuline St to North Loop 289	35
71	North Ash Avenue	South Only	From North Loop 289 to Erskine St.	40
72	North Ash Avenue	South Only	From Erskine St. to Municipal Drive	35
73	North Ash Avenue	North Only	From Municipal Drive to North Loop 289	40
74	Avenue A	North & South	From Marsha Sharp Freeway (US 82) to 51st St.	40
75	Avenue A South Drive	North & South	From 51st St. to 61st St.	50
76	Avenue A South Drive	North & South	From 61st St. to Interstate-27	45
77	Avenue L	North & South	From 34th St. to 50th St.	35
78	Avenue P	North & South	From 82nd St. to 84th St.	35
79	Avenue P	North & South	From 84th St. to the Southernmost City Limits	50
80	Avenue Q North Drive (Spur 326)	South Only	From North Interstate-27 to 90ft South of Grinnell St.	50

81	Avenue Q North Drive (Spur 326)	South Only	From 90ft South of Grinnell St. to 0.16mi South of Erskine St.	45
82	Avenue Q North Drive (Spur 326)	South Only	From 0.16mi South of Erskine St. to Clovis Road (US 84)	55
83	Avenue Q North Drive (Spur 326)	North Only	From Clovis Road (US 84) to 230ft North of 1st St.	45
84	Avenue Q North Drive (Spur 326)	North Only	From 230ft North of 1st St. to 0.12mi South of Erskine St.	55
85	Avenue Q North Drive (Spur 326)	North Only	From 0.12mi South of Erskine St to North Interstate-27	45
86	Avenue Q (US 84)	North & South	From Clovis Road (US84) to 23rd St.	35
87	Avenue Q (US 84)	North & South	From 23rd St. to 50th St.	45
88	Avenue Q South Drive (US 84)	Southeast & Northwest	From 50th St. to 54th St.	40
89	Avenue Q South Drive (US 84)	Southeast & Northwest	From 54th St. to 58th St.	45
90	Avenue Q South Drive (US 84) Main Lanes	Southeast & Northwest	From 58th St. to 0.257mi Southeast of 58th St.	50
91	Avenue Q South Drive (US 84) Main Lanes	Southeast & Northwest	From 0.257mi Southeast of 58th St. to Interstate-27	55
92	Avenue Q South Drive/Slaton Hwy (US 84) Frontage Rd	Northwest	From 200ft Southwest of Ash Ave. to 58th St.	45
93	Avenue Q South Drive/Slaton Hwy (US 84) Frontage Rd	Southeast	From 58th St. to 600ft Southeast of Ash Ave.	45
94	East Broadway	East & West	From Idalou Road (US 62) to Avenue A	45

95	Broadway	East & West	From Avenue Q (US 84) to University Ave.	35
96	Buddy Holly Avenue	North & South	From North Interstate-27 to Marsha Sharp Freeway (US82)	40
97	Buddy Holly Avenue	North Only	From Marsha Sharp Freeway (US 82) to Broadway	35
98	Buddy Holly Avenue	North & South	From Broadway to Interstate-27	35
99	Clovis Road (US 84)	Southeast & Northwest	From Avenue Q to Avenue S	35
100	Clovis Road (US 84)	Southeast & Northwest	From Avenue S to North Vernon Ave.	40
101	Clovis Road (US 84)	Southeast & Northwest	From North Vernon Ave. to Erskine Ave.	45
102	Clovis Road (US 84)	Southeast & Northwest	From Erskine St. to North Loop 289	50
103	Clovis Road (US 84)	Southeast & Northwest	From North Loop 289 to the City Limits, 0.271mi West of North Quaker Ave.	60
104	Clovis Road Frontage Road	Southeast & Northwest	From North Loop 289 to the City Limits, 0.271mi West of North Quaker Ave.	35
105	Clovis Road (US 84)	Southeast & Northwest	From 712ft East of North Slide Road to the Westernmost City Limits	75
106	Clovis Road Frontage Road	Southeast & Northwest	From 712ft East of North Slide Road to the Westernmost City Limits	50
107	Elm Avenue	North & South	From East 50th St. (FM 835) to East 66th St.	40
108	East Erskine Street	North & South	From North M.L. King, Jr. Blvd. to East Loop 289	45

109	Erskine Street	East & West	From North Ash Ave. to North Interstate-27	35
110	Erskine Street	East & West	From North Interstate-27 to North Avenue Q Drive (Spur 326)	45
111	Erskine Street	East & West	From North Avenue Q Drive (Spur 326) to North University Ave. (FM 1264)	50
112	Erskine Street	East & West	From N. Indiana Ave. to North Texas Tech Parkway	45
113	Erskine Street	East & West	From North Indiana Ave. to 100ft West of North Knoxville Ave.	40
114	Erskine Street	East & West	From North Loop 289 to North Frankford Ave. (FM 2528)	45
115	Erskine Street	East & West	From North Frankford Ave.(FM 2528) to North Milwaukee Ave.	55
116	North Frankford Avenue (FM 2528)	North & South	From the Northernmost City Limits to Princeton St.	60
117	North Frankford Avenue (FM 2528)	North & South	From Princeton St. to Cornell St.	55
118	North Frankford Avenue (FM 2528)	North & South	From Cornell St. to 3rd St.	50
119	Frankford Avenue (FM 2528)	North & South	From 3rd St. to West Loop 289	45
120	Frankford Avenue	North & South	From West Loop 289 to 41st St.	40
121	Frankford Avenue	North & South	From 50th St. to 104th St.	45
122	Frankford Avenue	North & South	From 104th St. to 114th St.	50
123	Frankford Avenue	North & South	From 114th St. to the Southernmost City Limits	55

124	Idalou Road (US 62/82+SH114)	Southwest Only	From the Easternmost City Limits to 100ft Northeast of East Dartmouth Ave.	65
125	Idalou Road (US 62/82+SH114)	Southwest Only	From 100ft Northeast of East Dartmouth Ave. to 300ft Northeast of East Baylor Ave.	60
126	Idalou Road (US 62/82+SH114)	Southwest Only	From 300ft Northeast of East Baylor Ave. to East 3rd St.	55
127	Idalou Road (US 62/SH114)	Southwest Only	From E 3rd St. to 0.128mi Southwest of East Broadway	40
128	Idalou Road (US 62/SH114)	Southwest Only	From 0.128mi Southwest of East Broadway to M.L. King, Jr. Blvd.	45
129	Idalou Road (US 62/SH114)	Northeast Only	From M L King, Jr. Blvd. to 100ft Northeast of Spruce Ave.	50
130	Idalou Road (US 62/SH114)	Northeast Only	From 100ft Northeast of Spruce Ave. to 0.128mi Southwest of East Broadway	45
131	Idalou Road (US 62/SH114)	Northeast Only	From 0.128mi Southwest of East Broadway to 128ft Northeast of East 4th St. (FM 40)	40
132	Idalou Road (US 62/SH114)	Northeast Only	From 128ft Northeast of East 4th St. (FM 40) to 0.42mi Southwest of Parkway Drive overpass	45
133	Idalou Road (US 62/SH114)	Northeast Only	From 0.42mi Southwest of the Parkway Drive overpass to 200ft Northeast of East Baylor Ave.	55
134	Idalou Road (US 62/82+SH114)	Northeast Only	From 200ft Northeast of East Baylor Ave. to 100ft Northeast of East Dartmouth Ave.	60
135	Idalou Road (US 62/82+SH114)	Northeast Only	From 100ft Northeast of East Dartmouth Ave. to the Easternmost City Limits	65

136	Idalou Road North Frontage Road	Southwest Only	From North Niter St. to East Colgate St.	40
137	Idalou Road North Frontage Road	Southwest Only	From East Colgate St. to Loop 289	50
138	Idalou Road North Frontage Road	Southwest Only	From Loop 289 to Parkway Drive	50
139	Idalou Road South Frontage Road	Northeast Only	From East 2nd St. to 190ft Northeast of East Colgate St.	45
140	Idalou Road South Frontage Road	Northeast Only	From 190ft Northeast of East Colgate St. to 133ft Northeast of North Niter Ave.	40
141	Idalou Road South Frontage Road	Northeast Only	From 133ft Northeast of North Niter Ave. to 1.0mi Southwest of the Easternmost City Limits	35
142	North Indiana Avenue	North & South	From Clovis Road (US 84) to 1st St.	45
143	Indiana Avenue	North & South	From 1st St. to 4th St. (FM 2255)	45
144	Indiana Avenue	North & South	From 19th St. (SH 62) to South Loop 289	40
145	Indiana Avenue	North & South	From South Loop 289 to 114th St.	45
146	Indiana Avenue	North & South	From 114th St. to the Southernmost City Limits	50
147	Inler Avenue (FM 179)	North & South	From the Northernmost City Limits to 0.664mi North of 34th St. (1.462mi)	50
148	Inler Avenue (FM 179)	North & South	From 0.664mi North of 34th St to the Southernmost City Limits (0.789mi)	60
149	Interstate 27 Main Lanes	North & South	From the Northernmost City Limits to the South City Limits, 165ft South of 82nd St.	65

150	Interstate 27 Frontage Road	South Only	From the Northernmost City Limits to 554ft South of Country Club Drive	55
151	Interstate 27 Frontage Road	South Only	From 554ft South of Country Club Drive to Marsha Sharp Freeway (US 82)	50
152	Interstate 27 Frontage Road	South Only	From 13th St. to 550ft South of 19th St. (US 62)	45
153	Interstate 27 Frontage Road	South Only	From 550ft South of 19th St. (US 62) to 170ft North of 32nd St.	50
154	Interstate 27 Frontage Road	South Only	From 170ft North of 32nd St. to 211ft South of 66th St.	45
155	Interstate 27 Frontage Road	South Only	From 211ft South of 66th St. to 77th St.	55
156	Interstate 27 Frontage Road	South Only	From 77th St. to the South City Limits, 165ft South of 82nd St.	45
157	Interstate 27 Frontage Road	North Only	From the South City Limits, 165ft South of 82nd St. To 77th St.	45
158	Interstate 27 Frontage Road	North Only	From 77th St. to 211ft South of 66th St.	50
159	Interstate 27 Frontage Road	North Only	From 211ft South of 66th St. to 550ft South of 19th St. (US 62)	45
160	Interstate 27 Frontage Road	North Only	From 550ft South of 19th St. (US 62) to 13th St.	40
161	Interstate 27 Frontage Road	North Only	From Marsha Sharp Freeway (US 82) to 554ft South of Country Club Dr	50
162	Interstate 27 Frontage Road	North Only	From 554ft South of Country Club Drive to the Northernmost City Limits	55
163	East Kent Street (FM 2641)	East & West	From the Easternmost City Limits to North Holly Ave.	55

164	East Kent Street	East & West	From North Holly Ave. to M L King, Jr. Blvd.	45
165	East Kent Street	East & West	From M L King, Jr. Blvd. to Interstate-27	40
166	Kent Street	East & West	From Mesa Road to North University Ave. (FM 1264)	45
167	Loop 289 Main Lanes	All directions	All lanes	65
168	Loop 289 Frontage Road	Counter-Clockwise	From Idalou Road (US 62/82) to 0.230mi Northwest of Idalou Road (US 62/82)	45
169	Loop 289 Frontage Road	Counter-Clockwise	From .0230mi Northwest of Idalou Road (US 62/82) to Municipal Drive	50
170	Loop 289 Frontage Road	Counter-Clockwise	From Municipal Drive to M L King, Jr. Blvd.	40
171	Loop 289 Frontage Road	Counter-Clockwise	From M L King, Jr. Blvd. to North Avenue N	50
172	Loop 289 Frontage Road	Counter-Clockwise	From North Avenue N to the Santa Fe Railway overpass and thru the Turnaround	40
173	Loop 289 Frontage Road	Counter-Clockwise	From Santa Fe Railway overpass to 1.818mi West of the Santa Fe Railway overpass	50
174	Loop 289 Frontage Road	Counter-Clockwise	From 1.818mi West of the Santa Fe Railroad overpass West 0.200mi. to Landmark Lane	45
175	Loop 289 Frontage Road	Counter-Clockwise	From Clovis Road (US 84) Southwesterly a distance of 0.3mi	45
176	Loop 289 Frontage Road	Counter-Clockwise	From 0.300mi Southwest of Clovis Road (US84) Southwest 0.495mi	55

177	Loop 289 Frontage Road	Counter-Clockwise	From 0.795mi Southwest of Clovis Road (US84 to North Quaker Ave.	45
178	Loop 289 Frontage Road	Counter-Clockwise	From North Quaker Ave. to 0.200mi Southwest of North Quaker Ave.	45
179	Loop 289 Frontage Road	Counter-Clockwise	From 0.200mi Southwest of North Quaker Ave. Southwesterly (1.394mi) to 0.261mi Northeast of 4th St. (FM 2255)	55
180	Loop 289 Frontage Road	Counter-Clockwise	From 0.261mi Northeast of 4th St. (FM 2255) to 4th St. (FM 2255)	45
181	Loop 289 Frontage Road	Counter-Clockwise	From 4th St. (FM 2255) to 0.25mi Southwest of 4th St. (FM 2255)	45
182	Loop 289 Frontage Road	Counter-Clockwise	From 0.25mi Southwest of 4th St. (FM 2255) Southwesterly a distance of 0.923mi	55
183	Loop 289 Frontage Road	Counter-Clockwise	From 1.173mi Southwest of 4th St. (FM 2255) to 19th St. (SH 114)	45
184	Loop 289 Frontage Road	Counter-Clockwise	From 19th St. (SH 114) to 0.35mi South of 19th St. (SH 114)	40
185	Loop 289 Frontage Road	Counter-Clockwise	From 0.350mi South of 19th St. (SH 114) South a distance of 0.515mi	55
186	Loop 289 Frontage Road	Counter-Clockwise	From 0.865mi South of 19th St. (SH 114) to 34th St.	45
187	Loop 289 Frontage Road	Counter-Clockwise	From 34th St. to the Marsha Sharp Freeway (US 62/82)	45
188	Loop 289 Frontage Road	Counter-Clockwise	From the Marsha Sharp Freeway (US 62/82) to 50th St.	45

189	Loop 289 Frontage Road	Counter-Clockwise	From 50th St. to 0.35mi East of University Ave.	50
190	Loop 289 Frontage Road	Counter-Clockwise	From 0.350mi East of University Ave. to 0.060mi North of East 4th St. (FM 40)	55
191	Loop 289 Frontage Road	Counter-Clockwise	From 0.060mi North of East 4th St. (FM 40) to Idalou Road (US 62/82)	50
192	Loop 289 Frontage Road	West to North	Loop 289 Frontage Rd Exit to Northbound Interstate-27 Frontage Rd	55
193	Loop 289 Frontage Road	North to East	From US 87 Frontage Rd Exit to Eastbound Loop 289 Frontage Rd	40
194	Loop 289 Frontage Road	South Only	From 0.2mi SE of Loop 289 Frontage Exit to Southbound US 87Frontage Rd	40
195	Loop 289 Frontage Road	East to South	From Loop 289 Frontage Rd Exit to US 87 a distance of 0.2 mi	55
196	Loop 289 Frontage Road	South to West	From Southbound Interstate-27 Frontage Rd Exit to Westbound South Loop 289 Frontage Rd	40
197	Loop 289 Frontage Road	Clockwise	From Idalou Road (US62/82) to 0.06mi North of East 4th St. (FM40)	50
198	Loop 289 Frontage Road	Clockwise	From 0.06mi North of East 4th St. to 0.35mi East of University Ave.	55
199	Loop 289 Frontage Road	Clockwise	From 0.35mi East of University Ave. to 50th St.	50
200	Loop 289 Frontage Road	Clockwise	From 50th St. to the Marsha Sharp Freeway (US62/82)	45
201	Loop 289 Frontage Road	Clockwise	From the Marsha Sharp Freeway (US62/82) to 34th St.	45

202	Loop 289 Frontage Road	Clockwise	From 34th St. Northerly a distance of 0.29mi	45
203	Loop 289 Frontage Road	Clockwise	From 0.29mi North of 34th St. Northerly a distance of 0.466mi	55
204	Loop 289 Frontage Road	Clockwise	From 0.756mi North of 34th St. to 19th St. (SH 114)	45
205	Loop 289 Frontage Road	Clockwise	From 19th St. (SH 114) to 0.25mi Northeast of 19th St. (SH 114)	45
206	Loop 289 Frontage Road	Clockwise	From 0.250mi Northeast of 19th St. (SH 114) Northeasterly a distance of 0.996mi	55
207	Loop 289 Frontage Road	Clockwise	From 1.216mi Northeast of 19th St. (SH 114) to 4th St. (FM 2255)	45
208	Loop 289 Frontage Road	Clockwise	From 4th St. (FM 2255) Northeasterly a distance of 0.167mi	45
209	Loop 289 Frontage Road	Clockwise	From 0.167mi Northeast of 4th St. (FM 2255) Northeasterly (1.227mi) to 0.334mi Southwest of North Quaker Ave.	55
210	Loop 289 Frontage Road	Clockwise	From 0.334mi Southwest of North Quaker Ave. to North Quaker Ave.	45
211	Loop 289 Frontage Road	Clockwise	From North Quaker Ave. Northeasterly a distance of 0.200mi	45
212	Loop 289 Frontage Road	Clockwise	From 0.200mi Northeast of North Quaker Ave. Northeasterly a distance of 0.530mi	55
213	Loop 289 Frontage Road	Clockwise	From 0.730mi Northeast of North Quaker Ave. to Clovis Road (US84)	45

214	Loop 289 Frontage Road	Clockwise	From Landmark Lane to 0.250mi East of Landmark Lane	45
215	Loop 289 Frontage Road	Clockwise	From 0.250mi East of Landmark Lane East 1.6mi to 385ft West of North Avenue S	50
216	Loop 289 Frontage Road	Clockwise	From 385ft West of North Avenue S Easterly to the Santa Fe Railway overpass thru the Turnaround	35
217	Loop 289 Frontage Road	Clockwise	From the Santa Fe Railway overpass Easterly to North Avenue N	40
218	Loop 289 Frontage Road	Clockwise	From North Avenue N East to North Interstate-27	50
219	Loop 289 Frontage Road	Clockwise	From North Interstate 27 to North Globe Ave.	40
220	Loop 289 Frontage Road	Clockwise	From North Globe Ave. Southeasterly a distance of 2.306mi	50
221	Loop 289 Frontage Road	Clockwise	From 2.306mi Southeasterly from North Globe Ave. to Idalou Road (US 62/82)	45
222	Main Street	East & West	From Avenue Q to University Ave.	35
223	Marsha Sharp Freeway (US 82) Main Lanes	East & West	From Parkway Drive Bridge (East Side) to 500ft East of Interstate-27	55
224	Marsha Sharp Freeway (US 82) Main Lanes	East & West	From 500ft East of Interstate-27 to Alcove Ave.	65
225	Marsha Sharp Freeway (US 82) Frontage Road	West Only	From 0.32 mi East of Iinterstate-27 to Buddy Holly Ave	45
226	Marsha Sharp Freeway (US 82) Frontage Road	East Only	From Buddy Holly Ave to 0.40mi East of Interstate-27	45

227	Marsha Sharp Freeway (US 82) Frontage Road	East & West	From Buddy Holly Ave to Avenue L	45
228	Marsha Sharp Freeway (US 82) Frontage Road	West Only	From Avenue L to University Ave	45
229	Marsha Sharp Freeway (US 82) Frontage Road	West Only	From University Ave to Detroit Ave	50
230	Marsha Sharp Freeway (US 82) Frontage Road	West Only	From Exit Ramp West of University to 4th St (FM 2255) @ Elgin Ave	50
231	Marsha Sharp Freeway (US 82) Frontage Road	East Only	From South of Drive of Champions to Avenue L	45
232	Marsha Sharp Freeway (US62/82) Frontage Road	Southwest Only	From Southbound Exit Ramp/Texas Tech Parkway to Orlando Ave.	45
233	Marsha Sharp Freeway (US62/82) Frontage Road	Northeast Only	From Northbound Exit Ramp/Texas Tech Parkway to On Ramp Northeast of Texas Tech Parkway	45
234	Marsha Sharp Freeway (US62/82) Frontage Road	Southwest Only	From 19th St. (SH 114) to Chicago Ave.	45
235	Marsha Sharp Freeway (US62/82) Frontage Road	Northeast Only	From Chicago Ave to 19th St. (SH 114)	45
236	Marsha Sharp Freeway (US62/82) Frontage Road	Southwest Only	From Chicago Ave. to 0.5mi West of West Loop 289	50
237	Marsha Sharp Freeway (US62/82) Frontage Road	Northeast Only	From 0.5mi West of West Loop 289 to Chicago Ave.	50
238	Marsha Sharp Freeway (US62/82) Frontage Road	Southwest Only	From 500ft East of Milwaukee to Marsha Sharp Freeway (US62/82) Main Lanes	50

239	Marsha Sharp Freeway (US62/82) Frontage Road	Northeast Only	Alcove Avenue to 500ft East of Milwaukee Avenue	50
240	North M. L. King, Jr. Blvd (LIA Terminal Access)	North Only	From East Bluefield St. (Station 0+00) Northerly 2160ft to Station 21+60 (0.409mi)	40
241	North M. L. King, Jr. Blvd (LIA Terminal Access)	Counter-Clockwise	From 2160ft North of East Bluefield St. (Station 21+60) Westerly 775ft to Station 29+35 (0.147mi)	20
242	North M. L. King, Jr. Blvd (LIA Terminal Access)	Counter-Clockwise	From Station 29+35 Westerly, Southerly & Easterly 1309Ft. to Station 42+42 (0.248mi)	10
243	North M. L. King, Jr. Blvd (LIA Terminal Access)	Counter-Clockwise	From Station 42+42 Westerly/ Southerly 1000Ft to Station 52+52 (0.189mi)	20
244	North M. L. King, Jr. Blvd (LIA Terminal Access)	South Only	From Station 52+52 South to East Bluefield St. (Station 0+00) (0.214mi)	40
245	North M. L. King, Jr. Blvd	North & South	From East Bluefield St. to East Ursuline St.	50
246	North M. L. King, Jr. Blvd	North & South	From East Ursuline St. to North Loop 289	45
247	North M. L. King, Jr. Blvd	North & South	From North Loop 289 to East 2nd St.	40
248	M. L. King, Jr. Blvd	South Only	From East 2nd St. to East 6th St.	35
249	M. L. King, Jr. Blvd	North Only	From East 2nd St. to East 6th St.	40
250	M. L. King, Jr. Blvd	North & South	From East 6th St to East 49th St.	40
251	M. L. King, Jr. Blvd	South Only	From East 49th St. to 370ft South of East 50th St.	40
252	M. L. King, Jr. Blvd	North Only	From East 49th St. to 370ft South of East 50th St.	50

253	M. L. King, Jr. Blvd	North & South	From 370ft South of East 50th St. to Slaton Road (US84)	50
254	M. L. King, Jr. Blvd	North & South	From East Slaton Road (US 84) to the Southernmost City Limits	45
255	North Milwaukee Avenue	North & South	From the Northernmost City Limits to Erskine St.	45
256	North Milwaukee Avenue	North & South	From Erskine St. to 1st St.	45
257	Milwaukee Avenue	North & South	From 1st St. to 4th St. (FM 2255)	45
258	Milwaukee Avenue	North & South	From 4th St. (FM 2255) to 34th St.	50
259	Milwaukee Avenue	North & South	From 34th St. to 82nd St.	45
260	Milwaukee Avenue	North & South	From 82nd St. to 114th St.	50
261	Milwaukee Avenue	North & South	From 114th St. to the Southernmost City Limits	45
262	Municipal Drive	Northeast & Southwest	From North Guava Ave. to Northeast Loop 289	45
263	Municipal Drive	Northeast & Southwest	From Northeast Loop 289 to Interstate-27	35
264	Parkway Drive Entrance (US 82)	West Only	From Idalou Road (US62/82) to Parkway Drive (US 82)	50
265	Parkway Drive Exit Ramp (US 82)	East Only	From Parkway Drive (US 82) to Idalou Road (US 62/82)	50
266	Parkway Drive (US 82)	East & West	From Idalou Road (US 62/82) to North Guava Ave.	55
267	Parkway Drive (US 82)	Northeast & Southwest	From North Guava Ave. to 500ft West of Oak Ave.	45

268	Parkway Drive (US 82)	Northeast & Southwest	From 500ft West of Oak Ave. to Parkway Drive Bridge (East Side)	55
269	North Quaker Avenue	North & South	From the Northernmost City Limits to 300ft South of Kemper St.	50
270	North Quaker Avenue	North & South	From 300Ft South of Kemper St. to North Loop 289	35
271	North Quaker Avenue	North & South	From Texas Tech Parkway South a distance of 0.147mi	35
272	North Quaker Avenue/Quaker Avenue	North & South	From 0.147mi South of Texas Tech Parkway to 4th St. (FM 2255)	50
273	Quaker Avenue	North & South	From 4th St. (FM2255) to 19th St. (SH 114)	45
274	Quaker Avenue	North & South	From 19th St. to Marsha Sharp Freeway (US 62/82)	35
275	Quaker Avenue	North & South	From Marsha Sharp Freeway (US 62/82) to 61st St.	40
276	Quaker Avenue	North & South	From 61st St. to South Loop 289	35
277	Quaker Avenue	North & South	From South Loop 289 to 76th St.	40
278	Quaker Avenue	North & South	From 76th St. to 93rd St.	45
279	Quaker Avenue	North & South	From 93rd St. to 102nd St.	40
280	Quaker Avenue	North & South	From 102nd St. to the Southernmost City Limits	50
281	East Regis Street (FM 2641)	East & West	From North Holly Ave. to M L King, Jr. Blvd.	55
282	East Regis Street (FM 2641)	West Only	From M L King, Jr. Blvd. to 0.727mi East of Interstate-27	55

283	East Regis Street (FM 2641)	East Only	From M L King, Jr. Blvd. to 0.727mi East of Interstate-27	45
284	East Regis Street (FM 2641)	East & West	From 0.527mi West of M L King, Jr. Blvd. to 0.2mi East of Interstate-27	55
285	Regis Street (FM 2641)	East & West	From 0.2mi East of Interstate-27 to 0.155mi West of Interstate-27	45
286	Regis Street (FM 2641)	East & West	From 0.155mi West of Interstate-27 to the Westernmost City Limits	55
287	Research Boulevard (Spur 309)	North & South	From 4th St. (FM 2255) South a distance of 0.20mi	50
288	Research Boulevard (Spur 309)	North & South	From 0.20mi South of 4th St. (FM 2255) South a distance of 0.6mi	55
289	Research Boulevard (Spur 309)	North & South	From 0.80mi South of 4th St. (FM 2255) to 19th St. (SH 114)	50
290	Research Boulevard	North & South	From 19th St. (SH 114) to the Southernmost City Limits	50
291	East Slaton Road (US 84) Main Lanes	East & West	From Interstate-27 to 0.32mi Southeast of Loop 289	55
292	East Slaton Road (US 84)	Northeast Only	From 0.32mi Southeast of Loop 289 Southeasterly a distance of 1.22mi	60
293	East Slaton Road (US 84)	Southeast & Northwest	From 1.54mi Southeast of Loop 289 to the Southeasternmost City Limits	65
294	North Slide Road	North & South	From Clovis Road (US 84) to Marshall St.	50
295	North Slide Road	North & South	From Marshall St. to North Loop 289	40

296	Slide Road	North & South	From North Loop 289 to 264ft North of 71st St.	40
297	Slide Road	North & South	From 264ft North of 71st to 0.142mi South of 82nd St.	45
298	Slide Road	North & South	From 0.142mi South of 82nd St. to 98th St	50
299	Slide Road	North & South	From 98th St. to 660ft South of 130th St. (FM 1585)	50
300	Slide Road	North & South	From 660ft South of 130th St. (FM 1585) to the Southernmost City Limits	65
301	Southeast Drive	Southeast Only	From M L King, Jr. Blvd. to 0.09mi Southeast of M L King, Jr. Blvd.	40
302	Southeast Drive	Southeast Only	From 0.09mi Southeast of M L King, Jr. Blvd. to East 38th St.	45
303	Southeast Drive	Southeast Only	From East 38th St. to 114ft Northwest of East 46th St.	55
304	Southeast Drive	Southeast Only	From 114ft Northwest of East 46th St. to East 50th St. (FM 835)	50
305	Southeast Drive	Northwest Only	From East 50th St. (FM 835) to East 47th St.	50
306	Southeast Drive	Northwest Only	From East 47th St. to 0.10mi Northwest of East 38th St.	55
307	Southeast Drive	Northwest Only	From 0.10mi Northwest of East 38th St. to 200ft Southeast of M L King, Jr. Blvd.	50
308	Southeast Drive	Northwest Only	From 200ft Southeast of M L King, Jr. Blvd. to ML King, Jr. Blvd.	40
309	Southeast Drive (Spur 331)	Southeast & Northwest	From East 50th St. (FM 835) Southeast a distance of 0.104mi	55

310	Southeast Drive (Spur 331)	Southeast & Northwest	From 0.104mi Southeast of East 50th St. (FM 835) to 0.22mi Southeast of Southeast Loop 289	60
311	Southeast Drive (Spur 331)	Southeast & Northwest	From 0.22mi Southeast of Southeast Loop 289 to the Southeasternmost City Limits	65
312	Spur 327 Main Lanes	East & West	From Loop 289 to Marsha Sharp Freeway (US 62/82)	60
313	Spur 327 Frontage Road	West Only	From the Southbound West Loop 289 Frontage Road to 0.19 mi East of Milwaukee Ave.	50
314	Spur 327 Frontage Road	West Only	From 0.19 mi East of Milwaukee Ave. to 0.13mi West of Milwaukee Ave.	55
315	Spur 327 Frontage Road	East Only	From Marsha Sharp Freeway (US 62/82) to 0.15mi East of Milwaukee Ave.	55
316	Spur 327 Frontage Road	East Only	From 0.15mi East of Milwaukee Ave. to Eastbound South Loop 289	50
317	Texas Avenue	South Only	From Marsha Sharp Freeway (US 82) to Broadway	35
318	Texas Avenue	North & South	From Broadway to Interstate-27	35
319	North Texas Tech Parkway	North & South	From Erskine St. to 0.261mi North of 4th St. (FM 2255)	45
320	Texas Tech Parkway	North & South	From 0.261mi North of 4th St. (FM 2255) to 4th St. (FM 2255)	45
321	Texas Tech Parkway	North & South	From 4th St. (FM 2255) to Marsha Sharp Freeway (US 82)	40
322	North University Avenue (FM 1264)	North & South	From the Northernmost City Limits to 0.2mi North of North Loop 289	55

323	North University Avenue (FM 1264)	North & South	From 0.2mi North of North Loop 289 to Queens St.	45
324	North University Avenue (FM 1264)	South Only	From Queens St. to 0.2mi North of Clovis Road (US 84)	50
325	North University Avenue (FM 1264)	South Only	From 0.2mi North of Clovis Road (US 84) to Clovis Road (US 84)	40
326	North University Avenue (FM 1264)	North Only	From Clovis Road (US 84) to Erskine St.	35
327	North University Avenue (FM 1264)	North Only	From Erskine St. North a distance of 0.2mi	45
328	North University Avenue (FM 1264)	North & South	From 0.2mi North of Erskine St. to Queens St.	50
329	North University Avenue	North & South	From Clovis Road (US 84) to 1st St.	35
330	University Avenue	North & South	From 1st St. to Marsha Sharp Freeway (US 82)	35
331	University Avenue	North & South	From 19th St. (US 62) to South Loop 289	40
332	University Avenue	North & South	From South Loop 289 to the City Limits 660ft South of 114th St.	45
333	University Avenue	North & South	From the City Limits at 130th St. (FM 1585) to the Southernmost City Limit.	45
334	Upland Avenue	North & South	From Northernmost City Limits to 114th St	50
335	Upland Avenue	North & South	From 114th St. to the Southernmost City Limits	55
336	East Ursuline Street	East & West	From North M L King, Jr. Blvd. to North Ash Ave.	35

337	US 87 Main Lanes	North & South	From the City Limits, 350ft North of 98th St. to the Southernmost City Limits, 0.5mi North of 114th St.	75
338	US 87 Frontage Road	South Only	From the City Limits, 350ft North of 98th St. to the Southernmost City Limits, 0.5mi North of 114th St.	45
339	US 87 Frontage Road	North Only	From the City Limits, 350ft North of 98th St. to the Southernmost City Limits, 0.5mi North of 114th St.	45

SECTION 2. THAT should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 3. THAT violation of any provision of this Ordinance shall be a misdemeanor punishable by a fine not to exceed two hundred dollars ($200.00).

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

AND SO IT IS ORDERED.

Passed by the City Council on first reading this _____ day of _____, 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:

John Tuggin for:
L. Wood Franklin, P.E., Division Director of Public Works

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Ord. Amend.Speed Limit Ordinance 2021
07.12..21

2021 Speed Limit Amendment

Detailed changes to Ordinance 20.05.102 – July 27, 2021 First Reading

34th Street

Line Item	Lubbock Street Name (TxDOT Name)	Travel Direction	Speed Limit Description	Speed	**Changes** **Speed Limit Description and/or Speed:**
34	34th Street	East & West	From Marsha Sharp Freeway (US 62/82) to Elkhart Ave.	35	**Replaced:** "160ft West of Englewood Ave." with "Elkhart Ave."
35	34th Street	East & West	From Elkhart Ave. to Iola Ave.	40	**Replaced:** "From 160ft West of Englewood Ave." with "From Elkhart Ave." **Reduced** speed from 50 to 40 between West Loop 289 and Iola. **Increased** speed from 35 to 40 between "160ft West of Englewood Ave" and Elkhart Ave.
36	34th Street	East & West	From Iola Ave. to Milwaukee Ave.	45	**Replaced:** "From 930ft West of West Loop 289 to the Westernmost City Limits" with "From Iola to Milwaukee Ave" **Reduced** speed from 50 to 45
37	34th Street	East & West	From Milwaukee Ave. to the Westernmost City Limits	50	**Replaced** "From 930ft West of Loop 289" with "From Milwaukee Ave."

2021 Speed Limit Amendment

Detailed changes to Ordinance 20.05.102 – July 27, 2021 First Reading

98th Street

Line Item	Lubbock Street Name (TxDOT Name)	Travel Direction	Speed Limit Description	Speed	**Changes** **Speed Limit Description and/or Speed:**
57	98th Street	East & West	From University Ave. to Nashville Ave.	50	Toggled Lines 57 and 59 so that the *Description* reads from east to west.
58	98th Street	East & West	From Nashville Ave. to Savannah Ave.	40	
59	98th Street	East & West	From Savannah Ave. to Upland Ave.	50	

2021 Speed Limit Amendment

Detailed changes to Ordinance 20.05.102 – July 27, 2021 First Reading

Milwaukee Avenue

Line Item	Lubbock Street Name (TxDOT Name)	Travel Direction	Speed Limit Description	Speed	**Changes** **Speed Limit Description and/or Speed:**
258	Milwaukee Avenue	North & South	From 4th St. (FM 2255) to 34th St.	50	**Replaced:** "From 4th St. (FM 2255) to 50th St." with "From 4th St.(FM 2255) to 34th St."
259	Milwaukee Avenue	North & South	From 34th St. to 82nd St.	45	**Replaced:** "From 34th St. to 50th St." and "From 50th St. to 66th St" and "66th to 114th St." with "From 34th St. to 82nd St." **Reduced** speed from 50 to 45 between 34th St and 82nd St.
260	Milwaukee Avenue	North & South	From 82nd St. to 114th St.	50	**Replaced:** "From 66th St. to 114th St" with "From 82nd St. to 114th St."

2021 Speed Limit Amendment

Detailed changes to Ordinance 20.05.102 – July 27, 2021 First Reading

Slide Road

Line Item	Lubbock Street Name (TxDOT Name)	Travel Direction	Speed Limit Description	Speed	**Changes** **Speed Limit Description and/or Speed:**
Varies 297 - 300	Slide Road	North & South East & West	Varies 71st Street – Southernmost City Limits	Varies 45 - 65	**Removed: "**FM 1730" from Street Names and Descriptions throughout the ordinance, resulting from the COL taking ownership of Slide Road, from South Loop 289 to Southernmost City Limits.

Regular City Council Meeting **6. 11.**

Meeting Date: 07/27/2021

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding (MOU) with Plainview Serenity, Inc., regarding coordination with the City of Lubbock Health Department, for providing substance abuse services and co-occurring mental health services.

Item Summary

The Texas Health and Human Services Commission requires that contractors have written agreements with the network of community and social services agencies serving or having an interest in substance abuse and mental health. Service agreements encourage networking, coordination, and referrals to help address the needs of this population and their families. This agreement between the City of Lubbock Health Department and Plainview Serenity Center, Inc., meets the requirement and outlines the services available from the center.

Fiscal Impact

None

Staff/Board Recommending

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

Attachments

Resolution
MOU - Plainview Serenity Center

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 ("MOU") with Plainview Serenity Center, Inc., regarding coordination with the City of Lubbock Health Department for providing substance abuse services and co-occurring mental health services. Said MOU is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on_____.

_____

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

Plainview Serenity Center, Inc.
450-454 N. I-27 806-293-9722
House of Hope - Recovery Solutions

PLAINVIEW SERENITY CENTER, INC.

Paul Walker
Chief Executive Officer

April 31, 2021

To: City of Lubbock Health Department
806 18th Street, Lubbock, TX 79401

Re: Memorandum of Understanding

To whom it may concern:

Please find enclosed two Memorandums of Understandings created for use between Plainview Serenity Center, Inc., and your agency.

Upon execution of these MOU's please return one copy to me at Plainview Serenity Center, Inc. and keep the remaining copy for your records. My contact information is below:

Plainview Serenity Center, Inc.
Andrea Ceniceros, Capacity Management Specialist
P.O. Box 278
Plainview, Texas 79073

Should you have any questions, please do not hesitate to contact me at 806-293-9722 or by email at capacity.management@serenitycenter.org

Sincerely,

Andrea Ceniceros
Capacity Management Specialist

Plainview Serenity Center, Inc.
450-454 N. I-27 806-293-9722
A House of Hope - Recovery Solutions

PLAINVIEW SERENITY CENTER, INC.

Paul Walker
Chief Executive Officer

MEMORANDUM OF UNDERSTANDING

Plainview Serenity Center, Inc. is committed to providing Substance Abuse Services and Co-Occurring Mental Health services that includes screenings, assessments, case management, individual counseling, waitlist management, cognitive education groups, prevention education, and referrals for adults within the surrounding counties of the Texas Panhandle.

Plainview Serenity Center, Inc. also recognizes the importance of integrated treatment and recovery-oriented system of care to equip participants with the necessary tools that promote independence while enhancing their self-esteem and self-confidence while living a life of dual recovery.

These services will be provided for grant period of September 1, 2020 through August 31, 2021 with an updated MOU submitted for signature for each funding year.

To accomplish this goal, we are pleased to coordinate with City of Lubbock Health Department.

City of Lubbock Health Department will accept referrals:

1. Vaccinations.
2. Affordable Health Care
3. Women's Health Care
4. Children and Family health services and issues
5. Environmental Health Inspections
6. City of Lubbock's substance use disorder network
7. Financial assistance with such services as; residential and outpatient treatment for qualified individuals; detox qualifying individuals; transportation for appointments; prescription medication; vision hearing; clothing; personal hygiene; sober living; employment and education needs; street outreach; and prevention resource programs.

Plainview Serenity Center will provide the following services to individual meeting eligibility criteria:

1. Intensive Residential Treatment and Supportive Residential Treatment
2. Specialized Intensive and Supportive Residential
3. Women & Children Services- Intensive and Supportive Residential
4. Outpatient Substance Abuse Treatment
5. COPSD
6. Comprehensive Continuum of Care (CCC) for Females

Plainview Serenity Center, Inc.
450-454 N. I-27 806-293-9722
House of Hope - Recovery Solutions

PLAINVIEW SERENITY CENTER, INC.

Paul Walker
Chief Executive Officer

Term of Agreement:
This agreement is to begin September 1, 2020 and shall terminate August 31, 2021.

The undersigned agencies do hereby certify that, the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the effected agencies and the proposed arrangements serve the interest of efficient administration.

Plainview Serenity Center:		Lubbock Health Dept. Designee:	
Dr. Paul Walker	5-4-21		
Paul Walker Chief Executive Officer	Date	Signature	Date
[illegible]	5-4-21		
Capacity Management Specialist	Date	Signature	Date

APPROVED AS TO CONTENT: Patti Wells

CITY OF LUBBOCK

ATTEST:

By: _____
DANIEL M. POPE, Mayor

ATTEST:

By: _____
REBECCA GARZA, City Secretary

APPROVED AS TO CONTENT:

By: _____
KATHERINE WELLS, Director of Public Health

APPROVED AS TO FORM:

By: _____
RYAN BROOKE, Assistant City Attorney

Regular City Council Meeting **6. 12.**

Meeting Date: 07/27/2021

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Community Development Funding Contract 15364, and all related documents, with Planks A/C - Heat, to provide Comprehensive Energy Assistance Program (CEAP) Heating and Cooling Unit Services Repair or Replacement, to qualified low-income persons and families through CEAP, administered by the Texas Department of Housing and Community Affairs.

Item Summary

- **Grantee:** Planks A/C - Heating
- **Funding source**: 2020 CEAP from Texas Department of Housing and Community Affairs (DHCA)
- **Use of funds**: CEAP heating and cooling unit services repair or replacement only of existing heating and cooling units for low-income citizens of Lubbock County.
- **Terms: 1-**year term with option of two 1-year extensions
- This is an amendment to include electrical components for HVAC repair or replacement

Fiscal Impact

There is no fiscal impact on the General Fund. The funds used originate from TDHCA CEAP Contract 15364.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Karen Murfee, Director of Community Development

Attachments

Resolution
Contract Amendment

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to Contract No. 15364 CEAP Heating and Cooling Units Services and Repair Contractor, by and between the City of Lubbock and Planks A/C - Heat, of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.Amend.1 Contract 15364 Planks
07.08.21

AMENDMENT 1

TO AGREEMENT BETWEEN THE CITY OF LUBBOCK

AND

CEAP HEATING AND COOLING UNIT SERVICES

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT, Contract No. 15364 dated and entered into the 11th day of August 2020 by and between the City of Lubbock ("City") and Off Plants A/C Heating (Contractor) of Lubbock, Texas.

The Contractor entered into the Agreement with the City to provide the CEAP Heating and Cooling Unit Services per ITB 20-1515364-KM.

Amendment No. 1 increases the original Agreement amount of $54,873.00 by an additional $4,322.00 with the expiration date of the Agreement remaining as originally stated.

The new contract amount will be $59,195.00 in accordance the revised bid form attached as Exhibit A and incorporated herein.

All other portions of the original Agreement terms and conditions shall remain in place and are not altered by this amendment.

IN WITNESS HEREOF, the parties have executed this Amendment as of this____ day of _____, 2021.

CITY OF LUBBOCK

_____
Daniel M. Pope, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

CONTRACTOR

BY Charles A Planks
Authorized Representative
Print Name: Charles Planks

7307 60th Street
Lubbock, Texas 79404

APPROVED AS TO CONTENT:

_____
Karen Murphy, Director of Community Development

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

Bid ITB 20-15364-KM
Amendments - Electrical Repairs

Item No.	ITEM	Quantity	Units	UNIT COSTS (Mat./Lab.)	EXTENDED COST
I.					
A.	ELECTRICAL REPAIRS				

LICENSED CONTRACTOR AND/OR LICENSED SUBCONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED CITY OF LUBBOCK BUILDING CODE PERMITS AND FEES PAID, AS NEEDED TO PROPERLY COMPLETE THIS PROJECT. THE GENERAL CONTRACTOR MUST NOTIFY COMMUNITY DEVELOPMENT HOUSING INSPECTOR OF EACH ISSUED PERMIT AND PERMIT FINAL APPROVAL.

CONTRACTOR IS RESPONSIBLE FOR ALL ASSOCIATED COMPONENTS FOR A PROPER AND COMPLETE INSTALLATION. CONTRACTOR SHALL APPLY ALL NECESSARY CODE UPDATES. (Example; number of and/or spacing of receptacles)
All materials shall be new unless otherwise specified, and UL approved and/or National Electrical Code rated. All drilling, cutting and fastening shall be neat and true. All patching shall match the existing or surrounding surface. All receptacles and cover plates shall match color and style, as required.

a.1 MAIN ELECTRICAL SERVICE with PANEL: REPLACE
Install 125 - amp single phase, 3-wire electric service. Include a 20 circuit exterior panel surface mounted in place of the existing interior panel. Include a blank panel cover for the existing interior panel. If existing panel cover is missing, new blank cover shall be a minimum of 1/2" thick MDF material, squarely cut to appropriate size to fit in place of the panel cover and securely installed to interior panel cover mounts to prevent access. If the existing panel cover is available, new blank cover shall be a minimum of 22 gauge steel, squarely cut to appropriate size to fit in place of the punchout plate and securely installed in place of the punchout plate to prevent access. Existing panel cover to be re-installed over new blank cover.

Add circuits in the panel as required to accommodate additional newly installed wiring and receptacles. Include a main disconnect (properly sized copper wire and breakers). Contractor shall install adhesive backed labels filled out for each breaker. Include a new meter base in same location of existing. Install a grounding rod and new mast to ensure incoming electrical is at least 10' off of grade. If there is any aluminum wiring, wiring must have anti-oxidant compound on the terminal connections. Disconnect the incoming main service for ROOFER, flashing installation over mast and then reconnect main incoming electrical service (10' minimum height from the finished grade).

Electrical service weatherhead is to be over roof with proper heights and have the proper flashing and mounting. Circuits at breakers are not allowed to be doubled-up.

1 All 1,685.00

Item No.	ITEM	Quantity	Units	UNIT COSTS (Mat./Lab.)	EXTENDED COST

a.2 MAIN ELECTRICAL SERVICE: REPLACE

Include a new meter base in same location of existing. Install a grounding rod and new mast to ensure incoming electrical is at least 10' off of grade. Disconnect the incoming main service for ROOFER - flashing installation over mast and then reconnect main incoming electrical service (10' minimum height from the finished grade). Include a main disconnect (properly sized copper wire and breakers).

Electrical service weatherhead is to be over roof with proper heights and have the proper flashing and mounting.

1 All _____ 845.00

a.3 SUB-PANEL

Install new 100 amp sub panel to support A/C disconnect and condenser. Surface mount new panel on exterior wall near incoming service.

1 All _____ 378.00

a.4 MIAN DISCONNECT

Install a new main disconnect (properly sized copper wire and breakers).

1 All _____ 336.00

a.5 A/C CONDENSER DISCONNECT

Add a new A/C disconnect and ensure wiring at the panel is proper for the breaker size for the outside A/C condensing unit. **FOLLOW THE MAXIMUM SIZE AS RECOMMENDED BY THE MANUFACTURER.**

1 All _____ 198.00

a.6 WALL HEATER CIRCUIT

Run new wiring (properly connected and breakered) to the wall heater area. Connect the electrical to the newly installed wall heater.
NOTE: DO NOT INSTALL 3-PRONG ON AN UNGROUNDED 2-WIRE SYSTEM.

1 All _____ 252.00

a.7 REFRIGERATED WINDOW UNIT RECEPTACLE

Run new wiring (properly connected and breakered) to the location of window A/C unit-window. Install a new grounded receptacle at window.
NOTE: DO NOT INSTALL 3-PRONG ON AN UNGROUNDED 2-WIRE SYSTEM.

1 All _____ 378.00

a.8 GROUNDING ROD and GROUND BUSS

Install a new ground buss inside the existing electrical panel. Include grounding new buss and panel to new grounding rod.
NOTE: DO NOT INSTALL 3-PRONG ON AN UNGROUNDED 2-WIRE SYSTEM.

1 All _____ 202.00

Item No.	ITEM	Quantity	Units	UNIT COSTS (Mat./Lab.)	EXTENDED COST
a.9	**RECEPTACLES: TROUBLESHOOT** Ensure receptacles near furnace are properly functioning. In mechanical closet or mounted near horizontal furnace in attic, replace receptacles for outlets as needed. All receptacles and cover plates shall match color and style. Replace with proper outlet, if original is a 2-prong system or a 3-prong system with proper grounding. **NOTE: DO NOT INSTALL 3-PRONG ON AN UNGROUNDED 2-WIRE SYSTEM.**	1	All	Each	48.00

TOTAL ELECTRICAL REPAIRS 4322.00

TOTAL BID: INCLUDING MATERIALS, LABOR and EXTENDED COSTS:

Regular City Council Meeting **6. 13.**

Meeting Date: 07/27/2021

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to approve and ratify the actions and signatures of the City Manager or his designee, and execute, for and on behalf of the City of Lubbock, Contract 15967 with ThyssenKrupp Elevator Corporation, for the modernization of elevator equipment at Lubbock Preston Smith International Airport.

Item Summary

Since the initiation of the Airport Terminal Building Renovation project, the airport has experienced unanticipated elevator maintenance issues. The increased elevator use for additional personnel and materials has resulted in unreliable service for 2 of the 4 elevators. Both elevators are used daily and are necessary for employees and tenants to perform work efficiently.

The elevators are ThyssenKrupp systems and as such, the work will be performed through Texas State Contract Omnia Partners Contract R200502. The overhaul cost for the Administration elevator is $97,333.97, and the cost for the Operations elevator is $110,166 (total $207,499.97). While neither of these were specifically budgeted in the FY 2020-21 Operating Budget, the expense will be absorbed in the Building Maintenance Operating Budget.

Work is scheduled for completion by September 30, 2021.

Fiscal Impact

The cost of Contract 15967 is $207,499.97, and will be funded in the Building Maintenance Operating Budget.

Staff/Board Recommending

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

Attachments

Resolution (r) Thyssenkrupp, Airport Elevators

Contract - Thyssenkrupp

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 approve and ratify the signatures of the City Manager or his designee and execute for and on behalf of the City of Lubbock, Contract No. 15967 for the modernization of elevator equipment at Lubbock Preston Smith International Airport, by and between the City of Lubbock and ThyssenKrupp Elevator Corporation, 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:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.Ratify ThyssenKrupp Airport
07.23.21

CONTRACT BETWEEN THE CITY OF LUBBOCK
AND THYSSENKRUPP ELEVATOR CORPORATION.

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This contract, (the "Contract"), effective as of the ___ day of _____, 2021, (the "Effective Date"), is by and between the City of Lubbock, (the "City"), a Texas municipal corporation, and ThyssenKrupp Elevator Corporation ("Contractor").

WITNESSETH

WHEREAS, City is in need of modernization of elevator equipment at the Lubbock Preston Smith International Airport (the "Services")

WHEREAS, the parties enter into this agreement in accordance with Title 7, Texas Government Code §791, and Texas Local Government Code §271.102; and

WHEREAS, Contractor has the materials, experience and skill required for the Services described above; and

WHEREAS, City desires to contract with ThyssenKrupp Elevator Corporation to perform said services utilizing Omnia Partners Contract R200502;

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

ARTICLE I. TERM

The term of this Contract commences on the Effective Date and continues without interruption for a term of one hundred forty (140) days from and after the Effective Date.

ARTICLE II. COMPENSATION

CONTRACTOR shall receive not to exceed amount of $207,499.00, as detailed in Exhibit D.

ARTICLE III. TERMINATION

A. General. City may terminate this Contract, for any reason, upon thirty (30) days written notice to CONTRACTOR.

B. Termination and Remedies. In the event CONTRACTOR breaches any term and/or provision of this Contract the City shall be entitled to exercise any right or remedy available to it at law or equity, including without limitation, termination of this Contract and assertion of action for damages and/or

injunctive relief. The exercise of any right or remedy shall not preclude the concurrent or subsequent exercise of any other right or remedy and all other rights and remedies shall be cumulative. City or CONTRACTOR may, in its sole discretion, terminate this Agreement at any time, with or without cause upon thirty (30) days written notice.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES

A. Existence. CONTRACTOR 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. CONTRACTOR has the corporate power to enter into and perform this Contract and all other activities contemplated hereby.

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

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

E. Performance. CONTRACTOR will and shall conduct all activities contemplated by this Contract in a good and workmanlike manner, and comply with all laws, rules, and regulations, both state and federal, relating to predictive maintenance services, as contemplated hereby. If any of the activities of CONTRACTOR, or omissions of the activities required herein, shall cause, in whole or in part, liability or loss on the part of the City, it shall be deemed that CONTRACTOR did not perform said activities (or omitted the performance of said activities) in a good and workmanlike manner.

F. Use of Copyrighted Material. CONTRACTOR warrants that any materials provided by CONTRACTOR for use by City pursuant to this Contract shall not contain any proprietary material owned by any other party that is protected under the Copyright Act or any other similar law. CONTRACTOR shall be solely responsible for ensuring that any materials provided by CONTRACTOR pursuant to this Contract satisfy this requirement and CONTRACTOR agrees to hold City harmless from all liability or loss to which City is exposed on account of CONTRACTOR's failure to perform this duty.

ARTICLE V. SCOPE OF WORK

Responsibilities. CONTRACTOR, ThyssenKrupp Elevator Corporation agrees to provide all **Services** at above said location, and described in Exhibit D which is attached hereto and incorporated herein as if fully set forth.

ARTICLE VI. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and City agree that CONTRACTOR shall perform the duties under this Contract as an independent contractor. CONTRACTOR has the sole discretion to determine the manner in which the services are to be performed.

ARTICLE VII. PREVAILING WAGE RATES

CONTRACTOR comply with Texas Government Code, Chapter 2258, Prevailing Wage Rates, with respect to the payment of prevailing wage rates for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public

funds, without regard to whether the work is done under public supervision or direction. A worker is employed on a public work if the worker is employed by the contractor or any subcontractor in the execution of the contract for the project

A worker employed on a public work by or on behalf of the City of Lubbock shall be paid not less than the general prevailing rate of per diem wages for the work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work. A contractor or subcontractor who violates Texas Government Code Section 2258.023 shall pay to the City of Lubbock sixty dollars ($60) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract.

ARTICLE VIII. EMPLOYMENT OF AGENTS

CONTRACTOR may employ or retain agents, consultants, contractors, or third parties, to perform certain duties of CONTRACTOR under this Contract provided that CONTRACTOR is in no event relieved of any obligation under this Contract. Any such agents, contractors, or third parties retained and/or employed by CONTRACTOR shall be required to carry, for the protection and benefit of the City and CONTRACTOR and naming said third parties as additional insureds, insurance as described above in this Contract.

ARTICLE IX. CONFIDENTIALITY

CONTRACTOR 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 X. INDEMNITY

CONTRACTOR shall indemnify and save harmless the City of Lubbock and its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any 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, arising out of, or occasioned by, the acts of CONTRACTOR, its agents or employees, in the execution of this Contract.

ARTICLE XI. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR 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 Contract, and **any** amendments thereto.

ARTICLE XII. NOTICE

A. General. Whenever notice from CONTRACTOR to City or City to CONTRACTOR is required or permitted by this Contract 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, (2) facsimile, or other reasonable means (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. CONTRACTOR's Address. CONTRACTOR's address and numbers for the purposes of notice are:

ThyssenKrupp Elevator Corporation.
Attn: Zach Rogers
Telephone: (432) 683-1488

Email: zach.rogers@tkelevator.com

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

City of Lubbock
Attn: Kelly Campbell, Director of Lubbock Preston Smith International Airport
5401 N Martin L King Blvd.
Lubbock, Texas 79403
Telephone: (806) 775 - 2275
Email: KCampbell@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, referring specifically to this Contract, 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 XIII. MISCELLANEOUS

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

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

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

D. Assignability. CONTRACTOR may not assign this Contract without the prior written approval of the City.

E. Successor and Assigns. This Contract binds and inures to the benefit of the City, CONTRACTOR, and their respective successors, legal representatives, and assigns.

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

G. Severability. If any provision of this Contract is ever held to be invalid or ineffective by any court of competent Jurisdiction with respect to any person or circumstances, the remainder of this Contract 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 Contract shall be binding unless such amendment, modification, or alteration is in writing, dated subsequent to this Contract, and duly executed by CONTRACTOR and City.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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

N. 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.

O. Entire Agreement. This Contract, contains the Entire Contract between the City and CONTRACTOR, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

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:

Kelly Campbell, Director of Lubbock Preston Smith International Airport

APPROVED AS TO FORM:

Mitch Satterwhite, First Assistant City Attorney

ThyssenKrupp Elevator Corporation

The Attached Amendment No 1 is Hereby Made a Part of This Agreement

By: _____

Alpay Turker, Contract Analyst

TITLE

INSURANCE REQUIREMENTS

1. INSURANCE REQUIREMENTS

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

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

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

TYPE OF INSURANCE		COMBINED SINGLE LIMIT	
GENERAL LIABILITY			
☒ Commercial General Liability		General Aggregate	$1,000,000
☐ Claims Made	☒ Occurrence	Products-Comp/Op AGG	X
☐ W/Heavy Equipment		Personal & Adv. Injury	X
☒ To Include Products of Complete Operation Endorsements		Contractual Liability	X
		Fire Damage (Any one Fire)	X
		Med Exp (Any one Person)	X
PROFESSIONAL LIABILITY			
☐ _____		General Aggregate	____
AUTOMOTIVE LIABILITY			
☒ Any Auto	☐ All Owned Autos		
☐ Scheduled Autos	☐ Hired Autos		
☐ Non-Owned Autos		Per Occurrence	$1,000,000
EXCESS LIABILITY			
☒ Umbrella Form		Each Occurrence	$4,000,000
		Aggregate	____
GARAGE LIABILITY			
☐ Any Auto		Auto Only - Each Accident	____
☐ _____		Other than Auto Only:	
		Each Accident	
		Aggregate	____
☐ BUILDER'S RISK		☐ 100% of the Total Contract Price	
☐ INSTALLATION FLOATER		☐ 100% of the Total Material Costs	
☐ CARGO			____
☒ WORKERS COMPENSATION – STATUTORY AMOUNTS **OR**			
OCCUPATIONAL MEDICAL AND DISABILITY			
☒ EMPLOYERS' LIABILITY			$1,000,000

OTHER: COPIES OF ENDOSEMENTS ARE REQUIRED

☒ *City of Lubbock named as additional insured on Auto/General Liability on a primary and non-contributory bases.*

☒ *To include products of completed operations endorsement.*

☒ *Waiver of subrogation in favor of the City of Lubbock on all coverages, except*_____

IMPORTANT: POLICY ENDORSEMENTS

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

REQUIRED PROVISIONS

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

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

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

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

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

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

NOTICES

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

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

Marta Alvarez, Director of Purchasing & Contract Management
City of Lubbock
1314 Avenue K, Floor 9
Lubbock, Texas 79401

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

CITY OF LUBBOCK WAGE DETERMINATIONS

EXHIBIT A
City of Lubbock
Building Construction
Prevailing Wage Rates

Craft	Hourly Rate
Automatic Fire Sprinkle Fitter, Certified	28.00
Block, Brick, and Stone Mason	23.00
Carpenters-Acoustical Ceiling Installation	16.00
Carpenter-Rough	13.00
Carpenter-All other work	16.50
Caulker/Sealers	12.00
Cement & Concrete Finishers	16.67
Commercial Truck Drivers	10.26
Crane & Heavy Equipment Operator	20.00
Door & Hardware Specialist	16.00
Drywall and Ceiling Tile Installers	16.00
Drywall Finishers & Tapers	12.00
Electrician	21.21
Floor Layers-Carpet and Resilient	18.00
Floor Layers-Specialty	18.00
Floor Layers-Wood	18.00
Glaziers	17.00
Heating, Air Conditioning & Refrigeration Svc. Tech	21.31
HVAC Mechanic Helper	13.62
HVAC Sheet metal Ductwork Installer	19.30
HVAC Sheet metal Ductwork Installer Helper	13.85
Insulation Workers-Mechanical	12.00
Irrigator-Landscape Certified	13.50
Laborer: Common or General	11.65
Laborer: Mason Tender-Brick	17.00
Laborer: Mason Tender-Cement/Concrete	16.92
Laborer: Roof Tear off	11.09
Roofer	17.44
Painters (Brush, Roller & Spray)	12.00
Paper Hanger	13.00
Pipe Fitters & Steamfitters	24.10
Plaster, Stucco, Lather and EIFS Applicator	17.00
Plumber/Medical Gas Installer	22.83
Plumber Helper	14.20

EXHIBIT B
City of Lubbock
Heavy and Highway
Prevailing Wage Rates

Craft	Hourly Rate
Power Equipment Operator-Tower Crane	30.00
Hydraulic Crane Operators 60 tons & above	32.00
Operator Backhoe/Excavator/Truck hoe	20.25
Bobcat/Skid Steer/Skid Loader	15.22
Drill	16.00
Grader Blade	18.00
Loader	18.00
Mechanic	22.85
Paver (Asphalt, Aggregate, & Concrete)	17.00
Roller	15.00
Reinforcing Iron & Rebar Workers	14.33
Sheet Metal Workers, Excludes HVAC Duct Installation	21.38
Structural Iron & Steel Workers/Metal Building Erector	15.00
Asphalt Distributor Operator	16.50
Asphalt Paving Machine Operator/Spreader Box Operator	18.75
Backhoe Operator	18.00
Cement Mason/Concrete Finishers (Paving Structures)	15.00
Crane Operator (Hydraulic)	25.00
Electrician	17.50
Laborer	13.50
Laborer, Common	15.64
Laborer, Utility	13.50
Crane, Lattice Boom 80 Tons or Less	30.00
Loader/Backhoe	18.00
Roller/Other	15.00
Welder Certified/Structural Steel Weld	25.00

EXHIBIT C
City of Lubbock
Overtime
Legal Holiday
Prevailing Wage Rates

The rate for overtime (in excess of forty hours per week) shall be as required by the Fair Labor Standards Act.

The rate for legal holidays shall be as required by the Fair Labor Standards Act.

Exhibit D

Elevator Technology

H-Power

Hydraulic modernization

thyssenkrupp



Performance. Efficiency. Reliability.

Aging hydraulic elevator systems can become less reliable and performance can deteriorate. This means increased maintenance requirements, shutdowns, service calls and safety concerns.

With more than 30 performance-optimizing features in our H-Power modernization package, we replace your hydraulic elevator's most critical components. You'll feel and see the difference the first time you step into your elevator.

H-Power performance package overview:

TAC series controller 1

Our digital controller offers increased reliability, reduced wiring and optimized efficiency through its 32-bit microprocessor. It also includes:

- **Battery lowering unit**
  Prevents entrapments and provides supplemental power to the controller in a power outage. It also eliminates the need for a costly power generator.
- **Solid state starter**
  Minimizes power surges and provides smooth, quiet and reliable motor operation.
- **Elevator positioning encoder**
  Communicates the elevator's location. This helps promote a safe and level landing for passengers when boarding and exiting.
- **Nonproprietary user-interface tool**
  Provides unrestricted access for on-board adjusting and troubleshooting, keeping troubleshooting calls short.
- **MAX**
  Provides real-time, cloud-based predictive maintenance, which increases your elevator's uptime.

Power unit (optional) 2

This key component reduces noise and vibration during operation — allowing for a quiet and smooth ride. The compact design uses less materials to construct and takes up less space. Furthermore, precise operation of the unit increases leveling accuracy and improves passenger safety.

Universal door operator 3

Faulty doors are the elevator industry's most frequent service call. This new technology improves door reliability and provides quick and smooth door operation.

MOD Fusion fixtures 4

Our stainless steel fixture line includes car operating panels, hall fixtures and car riding lanterns that improve elevator appearance and functionality. Fixtures are also easy to install, do not damage the walls and are in full compliance with U.S. and Canadian fire service codes.

Wiring package 5

Our cable and hoistway wiring system communicates with multiple devices through a single wire using advanced CAN-BUS technology. It helps provide safer and more efficient elevator operations and maintenance.

Hydraulic machine	
Openings	Front and rear (selective)
Stops	Up to 8
Power supply	200–208V, 220–240V, 460–480V, 575–600V, 50/60 HZ AC, 60 HP Max
Speeds	Up to 200 fpm
Capacity	1200 to 5000 lbs. Cars in group can have different capacities
Travel	Up to 100'–0"

Ask your thyssenkrupp Elevator representative about our Advantage Packages, designed to make the H-Power modernization process as quick and convenient as possible for you and your tenants.



MOD Fusion fixtures:



Traditional push button with white illumination and black halo (blue or red available)

Bronze classic push button with illuminating halo

Vandal-resistant, flat, California-compliant push button in stainless steel with red illumination (available in bronze with white or blue)

Vandal-resistant, convex with illuminating blue halo (available in bronze with illumination of white or red)

Vandal-resistant, concave, California-compliant push button with illuminating jewel center (available in bronze with white or red)



- Car operating panel
- Push button options
- Intermediate hall station, fire service and appendix H / O signage
- Horizontal hall lantern (arrows)
- Vertical hall lantern (arrows)
- Hall position indicator
- Combo hall lantern / position indicator

Modernization Proposal

Lubbock Preston Smith Airport

June 10, 2021

Purchaser:	Ntll-City Of Lubbock	Location:	Lubbock Preston Smith Airport
Address:	5401 N Martin Luther King Lubbock, TX 79403-9714	Address:	5401 N Martin Luther King Lubbock, TX 79403-9714

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering Ntll-City Of Lubbock (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **$110,166.00** plus any applicable sales tax to modernize the elevator equipment described in the pages that follow at the above-referenced location.

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

Benefits of Modernization include:

- Increased durability and reliability
- Improved fire and life safety features
- Decreased waiting times
- Reduced energy consumption
- Reduced operational cost
- Reduced troubleshooting time

This Proposal shall remain in effect for the ninety (90) days unless it is revoked earlier by TK Elevator in writing. The price above is subject to escalation - even after Purchaser's acceptance of this Proposal – under certain circumstances including the possibility that TK Elevator may be subjected to increased charges by its suppliers for any of the applicable materials and/or components due to the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities or the possibility that the work described in this Proposal is not completed by December 31, 2021.

In the event you have any questions regarding the content of this Proposal, please do not hesitate to contact me. We appreciate your consideration.

Sincerely,

Zach Rogers
Modernization Sales
zach.rogers@tkelevator.com
+1 432 6831488

Modernization Proposal

SCOPE OF WORK

Grouping Name: Operation

Equipment Type: Hydraulic	Speed: 150 fpm
4 Stops (3 Front /1 Rear)	Capacity: 3500 lbs.

Units Included

Building	Nickname	OEM Serial #	TKE Serial #	Legal ID
Lubbock Preston Smith Airport		FAG437	US93094	070090

Description of Work

Controller

- TAC 32 Controller (Includes Options listed below)
- eMax Monitoring Device Provisions
- Battery Lowering in Controller
- Solid State Starters (6 or 12 leads) 460 / 575 VAC
- Viscosity Control (Required over 150 FPM)

Power Unit

- EP-170 Power Unit (Submersible)
- Viscosity Control (Required over 150 FPM)
- 5 gallon drum of Biodegradable oil (Citgo NZ)
- 55 gallon drum of Biodegradable oil (Citgo NZ)
- 2" Shutoff Valve Kit
- Isolation Couplings
- Overspeed Valve Kits for 2" (less than 150 GPM)

Jack

- Pipe Stands

Car

- 21" Toe guard
- Guide shoe mounting plates (set of 4 - only with shoe purchase from tkE)
- 4" Car roller guides (set of 4) (spring loaded)
- Fan: Two Speed
- Car Top Exit Switch

Hoistway

- HN Boxes (per each 2 cars, grouped)
- Steel Tape with Mounting hardware, Selector and magnets (terminal limits included)
- Final Limit Switch Package (Cam, Switches & mounting material)
- TAC 32 Field Friendly Wiring Package Includes single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.
- Hoistway Duct Kit

Pit-Retain

Cab

- Car Door (SSSS, #4 S/S (441))
- Car Door (SSSS, #4 S/S (441))

Door Equipment

- Interlock / Pick up Assemblies for existing Dover Operators. Includes closers. Front
- Interlock / Pick up Assemblies for existing Dover Operators. Includes closers. Rear
- LD-16 Plus Door Operator with Complete carside equipment (FRONT)
  - includes Adapter kit (Tracks & Hangars), Clutch (w/ Car Door Lock latch & contact), & Car Top Inspection station (w/ alarm signal)
- Micro Light 3D (Front)
- Micro Light 3D (Rear)
- LD-16 Plus Door Operator with Complete carside equipment (REAR)
  - includes Adapter kit (Tracks & Hangars), Clutch (w/ Car Door Lock latch & contact)

Car Fixtures

- Main Car Station Includes Options Below
- • Applied Panel
- Debranded Car Station (No Logo)
- Vandal Resistant Floor Buttons
- Cast Braille Plates for Car Features
- Standard Key Switch Package
  - Fan
  - Light
  - Independent
  - Stop
  - Inspection/Hoistway Enable)
- Emergency Light mounted in COP
- 2004 and later Fire Service Phase II Features (includes instructions signage)
- Handicap Signal (Passing signal)
- Position Indicator (2" CE Segmented)
- ADA Phone System integral with COP (Rath)
- Speaker Pattern for Intercom System/ADA Phone
- No Smoking (Engraved)

- Locked Service Cabinet
- Certificate Window
- Default Engravings
- GFI Outlet
- #4 Stainless Steel Finish (441)
- Door Open rear / Door Close rear
- Emergency Light Test Button (constant pressure)
- Car Riding Lantern (Standard) #4 S/S (441)
- Car Riding Lantern (Standard) REAR #4 S/S (441)

Hall Fixtures

- Hoistway Access Switch (in Hall Station)
- Fire Service Phase I Key Switch
- Fire Service Phase I Engraved Instructions
- Hoistway Jamb Braille (Pair of Cast Plates) (# of Floors)
- Terminal Hall Stations (Surface Mounted) with
  - Appendix O (Polycarbonate insert flame with engraved verbiage)
  - Fusion (#4 S/S (304))
- 2009 & 2010 Elevator Communications Failure add
- Intermediate Hall Stations (Surface Mounted) with
  - Appendix O (Polycarbonate insert flame with engraved verbiage)
  - Fusion (#4 S/S (304))

1. Key Tasks and Approximate Lead Times

Key Tasks to be performed to be performed by Purchaser prior to equipment fabrication:

a. Execution of this Proposal
b. Payment for pre-production and engineering
c. Approval of layout (if applicable)
d. Execution of TK Elevator's Material Release Form

Approximate Durations/Lead Times

Contract execution (can run concurrently with layout drawing package preparation and approval)	Varies
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	3-4 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form and initial progress payment)	6-7 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others)	5 - 7 Weeks

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

2. Payment Terms

50% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, drilling mobilization (if required) and raw material procurement. Material will be ordered once this payment is received and the parties have both executed this Proposal and the Material Release Form.

25% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Receipt of this payment is required prior to mobilization of labor.

25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

The use of online Portals for the submission of billing shall follow the terms of the Proposal and Customer agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Proposal price:		$110,166.00
Initial progress payment:	(50%)	$55,083.00
Material furnished:	(25%)	$27,541.50
Total of remaining progress payments:	(25%)	$27,541.50

3. Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TK Elevator's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

4. Preventative Maintenance Program

This Proposal does not include any maintenance, service, repair or replacement of the equipment or any other work not expressly described herein. TK Elevator will submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost.

5. Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

A. Hoistways and Equipment Rooms

1. Purchaser shall provide the following:

a. A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel safety beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening/
b. A legal machine/control room, adequate for the elevator equipment, including floors, trap doors, gratings, access platforms, ladders, railings, foundations, lighting, ventilation sized per the TK Elevator shop drawings. Purchaser must maintain machine/control room temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
c. Adequate bracing of entrance frames to prevent distortion during wall construction.
d. All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
e. All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding TK Elevator sill supports, steel angles, sill recesses;
f. The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
g. Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;

B. Electrical and Life Safety:

1. Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device; one additional data line per group of elevators for diagnostic capability wired to designated controller;

2. Purchaser shall provide the following:
   a. suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Suitable power supply capable of operating the new elevator equipment under all conditions;
   b. piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
   c. any required hoistway / wellway, machine room, pit lighting and/or 110v service outlets;
   d. conduit and wiring for remote panels to the elevator machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
   e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
   f. installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the elevator controller;
   g. a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;
   h. emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
   i. the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
   j. emergency power operation is included as part of the design of the elevator control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other

function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, TK Elevator will provide Purchaser with a written change order for Purchaser's execution.

k. a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;

l. confirmation that the emergency standby power generator and/or building can accept the power generated to and from the elevator during both Hi-Speed and Deceleration. In cases where the generator and/or building load is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

C. Miscellaneous:

1. Purchaser shall provide all work relating to the finished cab flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
2. Hydraulic jack replacement:

a. the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, TK Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at TK Elevator's standard labor rates as per the local office along with any additional expenses and materials required;

b. adequate ingress and egress, including ramping, for rail-mounted or truck-mounted drill rig;

c. Purchaser is responsible for pumping truck contractor to remove and dispose of spoils from the site. In the event that unforeseen and unfavorable below ground conditions are encountered, including but not limited to concrete around the cylinder, construction debris, adverse water and/or soil conditions, erosion, cavitations, oil contamination, or circumstances necessitating increased hole depth, etc., which require the employment of specialized contractors, TK Elevator shall immediately advise the Purchaser and costs will be extra to the contract;

d. in ground protection systems other than TK Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;

e. any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;

f. engineering, provision and installation of methane barriers or coordination/access;

g. access to 2" pressurized water supply within 100'-0" of the jack hole location;

h. a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment; obtaining of local environmental or disposal permits

i. any spoils or water testing;

6. Working Hours, Logistics and Mobilization

a. All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator modernization mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as "normal working hours"). TK Elevator shall be provided

with uninterrupted access to the elevator hoistway and machine room areas to perform work during normal working hours.
b. Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).
e. Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of $100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable prior to delivery.
f. Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.
g. TK Elevator includes one mobilization to the jobsite. A mobilization fee of $2,500.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.
h. Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.
i. Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.
j. The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.
k. One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.

7. Temporary Use, Inspection and Turnover

a. Unless required by specification, TK Elevator will not provide for "temporary use" of the elevator(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of TK Elevator's standard Temporary Use Agreement. Cost for temporary use of an elevator shall be $200.00 per calendar day per hydraulic elevator and $250.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the temporary use period will be billed at TK Elevator's standard local billing rates. In the event that an elevator must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been

returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is $3,500.00 per elevator up to 10 floors. For projects above 10 stops, an additional cost of $1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at TK Elevator's local service billing rates.

b. The Proposal price set forth above includes one (1) inspection per unit by the applicable authority having jurisdiction if required by the government of the locality where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the cost of each re-inspection which shall be $1,500.00 and a remobilization fee which shall be $2,500.00 via change order prior to scheduling a re-inspection.

c. Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's "Final Acceptance Form." The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's "Final Acceptance Form" shall not be unreasonably delayed or withheld.

d. Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's current billing rate as posted at its local office.

e. At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.

f. Purchaser agrees to accept a live demonstration of equipment's owner-controlled features in lieu of any maintenance training required in the bid specifications.

g. Purchaser agrees to accept TK Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.

8. MAX

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators and escalators by means of installation of a remote-monitoring device or modem (each a "device"). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

a. Purchaser authorizes TK Elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.

b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.

c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.
d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.
e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.
f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.
g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

9. Additional Terms and Conditions

a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.
c. TK Elevator is an equal opportunity employer.
d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
e. All taxes, tariffs, duties, permit and/or license fees imposed upon TK Elevator as of the date of the execution of this Proposal are included in the price of the Proposal. Purchaser is responsible, in addition to the Proposal price, to pay TK Elevator for any additional (or any increase in) applicable taxes, tariffs, duties, permit and/or license fees imposed upon TK Elevator after the date of acceptance of this Proposal by any governmental authority or by any of TK Elevator's suppliers of the materials and/or components required in connection with this Proposal.
f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.
g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.
h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a

written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.

i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.

j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.

k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.

l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.

m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.

n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.

o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.

p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.

q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.

r. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TK Elevator party" and collectively the "TK Elevator parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or

death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart from its duty to indemnify the TK Elevator parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

s. Purchaser further expressly agrees to name Tk Elevator Corporation and TK Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation and TK Elevator Manufacturing, Inc. for those claims and/or losses referenced in the above paragraph and those claims and/or or losses arising from the negligence of TK Elevator Corporation and TK Elevator Manufacturing, Inc. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

t. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.

u. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.

Modernization Proposal

Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of One Hundred Ten Thousand One Hundred Sixty Six Dollars ($110,166.00).

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

Ntll-City Of Lubbock (Purchaser):	TK Elevator Corporation Management Approval
By:	By:
(Signature of Authorized Individual)	(Signature of Branch Representative) Branch Manager
_____ (Print or Type Name)	
_____ (Print or Type Title)	
(Date of Acceptance)	(Date of Execution)

SCHEDULING AND PRODUCTION REQUEST FOR PAYMENT

Please Remit To: TK Elevator
PO Box 3796
Carol Stream, IL 60132-3796

Ntll-City Of Lubbock
5401 N Martin Luther King
Lubbock TX, 79403-9714

Date	Terms	Reference ID	Customer Reference # / PO
June 10, 2021	Immediate	ACIA-1UC32XG	

Total Contract Price:			$110,166.00
Initial progress payment:		(50%)	$55,083.00

For inquiries regarding your contract or services provided by TK Elevator, please contact your local account manager at +1 432 6831488. To make a payment by phone, please call 678-424-5642 with the reference information provided below.

Current and former service customers can now pay online at:
https://secure.billtrust.com/thyssenkruppelevator/ig/one-time-payment

Thank you for choosing TK Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

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Modernization Proposal

Lubbock Preston Smith Airport

June 10, 2021

Purchaser:	Ntll-City Of Lubbock	Location:	Lubbock Preston Smith Airport
Address:	5401 N Martin Luther King Lubbock, TX 79403-9714	Address:	5401 N Martin Luther King Lubbock, TX 79403-9714

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering Ntll-City Of Lubbock (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **$97,333.00** plus any applicable sales tax to modernize the elevator equipment described in the pages that follow at the above-referenced location.

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

Benefits of Modernization include:

- Increased durability and reliability
- Improved fire and life safety features
- Decreased waiting times
- Reduced energy consumption
- Reduced operational cost
- Reduced troubleshooting time

This Proposal shall remain in effect for the next ninety (90) days unless it is revoked earlier by TK Elevator in writing. The price above is subject to escalation - even after Purchaser's acceptance of this Proposal – under certain circumstances including the possibility that TK Elevator may be subjected to increased charges by its suppliers for any of the applicable materials and/or components due to the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities or the possibility that the work described in this Proposal is not completed by December 31, 2021.

In the event you have any questions regarding the content of this Proposal, please do not hesitate to contact me. We appreciate your consideration.

Sincerely,

Zach Rogers
Modernization Sales
zach.rogers@tkelevator.com
+1 432 6831488

Modernization Proposal

SCOPE OF WORK

Grouping Name: Admin #4

Equipment Type: Hydraulic	Speed: 150 fpm
3 Stops (3 Front /0 Rear)	Capacity: 3500 lbs.

Units Included

Building	Nickname	OEM Serial #	TKE Serial #	Legal ID
Lubbock Preston Smith Airport		FX2009	US93097	062231

Description of Work

Controller

- TAC 32 Controller (Includes Options listed below)
- eMax Monitoring Device Provisions
- Battery Lowering in Controller
- Solid State Starters (6 or 12 leads) 460 / 575 VAC
- Viscosity Control (Required over 150 FPM)

Power Unit

- EP-190 Power Unit (Submersible)
- Viscosity Control (Required over 150 FPM)
- 5 gallon drum of Biodegradable oil (Citgo NZ)
- 55 gallon drum of Biodegradable oil (Citgo NZ)
- 2" Shutoff Valve Kit
- Isolation Couplings
- Overspeed Valve Kits for 2" (less than 150 GPM)

Jack

- Pipe Stands

Car

- 21" Toe guard
- Guide shoe mounting plates (set of 4 - only with shoe purchase from tkE)
- 4" Car roller guides (set of 4) (spring loaded)
- Fan: Two Speed
- Car Top Exit Switch

Hoistway

- HN Boxes (per each 2 cars, grouped)
- Steel Tape with Mounting hardware, Selector and magnets (terminal limits included)
- Final Limit Switch Package (Cam, Switches & mounting material)
- TAC 32 Field Friendly Wiring Package Includes single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.
- Hoistway Duct Kit

Pit-Retain

Cab

- Car Door (SSSS, #4 S/S (441))

Door Equipment

- Interlock / Pick up Assemblies for existing Dover Operators. Includes closers. Front
- LD-16 Plus Door Operator with Complete carside equipment (FRONT)
  - includes Adapter kit (Tracks & Hangars), Clutch (w/ Car Door Lock latch & contact), & Car Top Inspection station (w/ alarm signal)
- Micro Light 3D (Front)

Car Fixtures

- Main Car Station Includes Options Below
- • Applied Panel
- Debranded Car Station (No Logo)
- Vandal Resistant Floor Buttons
- Cast Braille Plates for Car Features
- Standard Key Switch Package
  - Fan
  - Light
  - Independent
  - Stop
  - Inspection/Hoistway Enable)
- Emergency Light mounted in COP
- 2004 and later Fire Service Phase II Features (includes instructions signage)
- Handicap Signal (Passing signal)
- Position Indicator (2" CE Segmented)
- ADA Phone System integral with COP (Rath)
- Speaker Pattern for Intercom System/ADA Phone
- No Smoking (Engraved)
- Locked Service Cabinet
- Certificate Window
- Default Engravings
- GFI Outlet
- #4 Stainless Steel Finish (441)

- Emergency Light Test Button (constant pressure)
- Car Riding Lantern (Standard) #4 S/S (441)

Hall Fixtures

- Hoistway Access Switch (in Hall Station)
- Fire Service Phase I Key Switch
- Fire Service Phase I Engraved Instructions
- Hoistway Jamb Braille (Pair of Cast Plates) (# of Floors)
- Terminal Hall Stations (Surface Mounted) with
  - Appendix O (Polycarbonate insert flame with engraved verbiage)
  - Fusion (#4 S/S (304))
- 2009 & 2010 Elevator Communications Failure add
- Intermediate Hall Stations (Surface Mounted) with
  - Appendix O (Polycarbonate insert flame with engraved verbiage)
  - Fusion (#4 S/S (304))

1. Key Tasks and Approximate Lead Times

Key Tasks to be performed to be performed by Purchaser prior to equipment fabrication:

a. Execution of this Proposal
b. Payment for pre-production and engineering
c. Approval of layout (if applicable)
d. Execution of TK Elevator's Material Release Form

Approximate Durations/Lead Times

Contract execution (can run concurrently with layout drawing package preparation and approval)	Varies
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	3-4 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form and initial progress payment)	6-7 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others)	4 - 6 Weeks

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

2. Payment Terms

50% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, drilling mobilization (if required) and raw material procurement. Material will be ordered once this payment is received and the parties have both executed this Proposal and the Material Release Form.

25% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Receipt of this payment is required prior to mobilization of labor.

25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

The use of online Portals for the submission of billing shall follow the terms of the Proposal and Customer agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Proposal price:		$97,333.00
Initial progress payment:	(50%)	$48,666.50
Material furnished:	(25%)	$24,333.25
Total of remaining progress payments:	(25%)	$24,333.25

3. Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TK Elevator's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

4. Preventative Maintenance Program

This Proposal does not include any maintenance, service, repair or replacement of the equipment or any other work not expressly described herein. TK Elevator will submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost.

5. Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

A. Hoistways and Equipment Rooms

1. Purchaser shall provide the following:
   a. A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel safety beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening/
   b. A legal machine/control room, adequate for the elevator equipment, including floors, trap doors, gratings, access platforms, ladders, railings, foundations, lighting, ventilation sized per the TK Elevator shop drawings. Purchaser must maintain machine/control room temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
   c. Adequate bracing of entrance frames to prevent distortion during wall construction.

d. All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
e. All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding TK Elevator sill supports, steel angles, sill recesses;
f. The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
g. Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;

B. Electrical and Life Safety:

1. Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device; one additional data line per group of elevators for diagnostic capability wired to designated controller;

2. Purchaser shall provide the following:
a. suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Suitable power supply capable of operating the new elevator equipment under all conditions;
b. piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
c. any required hoistway / wellway, machine room, pit lighting and/or 110v service outlets;
d. conduit and wiring for remote panels to the elevator machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
f. installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the elevator controller;
g. a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;
h. emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
i. the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
j. emergency power operation is included as part of the design of the elevator control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, TK Elevator will provide Purchaser with a written change order for Purchaser's execution.
k. a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;
l. confirmation that the emergency standby power generator and/or building can accept the power generated to and from the elevator during both Hi-Speed and Deceleration. In cases where the generator and/or building load

is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

C. Miscellaneous:

1. Purchaser shall provide all work relating to the finished cab flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
2. Hydraulic jack replacement:
   a. the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, TK Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at TK Elevator's standard labor rates as per the local office along with any additional expenses and materials required;
   b. adequate ingress and egress, including ramping, for rail-mounted or truck-mounted drill rig;
   c. Purchaser is responsible for pumping truck contractor to remove and dispose of spoils from the site. In the event that unforeseen and unfavorable below ground conditions are encountered, including but not limited to concrete around the cylinder, construction debris, adverse water and/or soil conditions, erosion, cavitations, oil contamination, or circumstances necessitating increased hole depth, etc., which require the employment of specialized contractors, TK Elevator shall immediately advise the Purchaser and costs will be extra to the contract;
   d. in ground protection systems other than TK Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
   e. any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
   f. engineering, provision and installation of methane barriers or coordination/access;
   g. access to 2" pressurized water supply within 100'-0" of the jack hole location;
   h. a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment; obtaining of local environmental or disposal permits
   i. any spoils or water testing;

6. Working Hours, Logistics and Mobilization

a. All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator modernization mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as "normal working hours"). TK Elevator shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work during normal working hours.
b. Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).
e. Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10)

business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of $100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable prior to delivery.

f. Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.

g. TK Elevator includes one mobilization to the jobsite. A mobilization fee of $2,500.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.

h. Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.

i. Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.

j. The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.

k. One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.

7. Temporary Use, Inspection and Turnover

a. Unless required by specification, TK Elevator will not provide for "temporary use" of the elevator(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of TK Elevator's standard Temporary Use Agreement. Cost for temporary use of an elevator shall be $200.00 per calendar day per hydraulic elevator and $250.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the temporary use period will be billed at TK Elevator's standard local billing rates. In the event that an elevator must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is $3,500.00 per elevator up to 10 floors. For projects above 10 stops, an additional cost of $1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at TK Elevator's local service billing rates.

b. The Proposal price set forth above includes one (1) inspection per unit by the applicable authority having jurisdiction if required by the government of the locality where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the cost of each re-inspection which shall be $1,500.00 and a remobilization fee which shall be $2,500.00 via change order prior to scheduling a re-inspection.
c. Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's "Final Acceptance Form." The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's "Final Acceptance Form" shall not be unreasonably delayed or withheld.
d. Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's current billing rate as posted at its local office.
e. At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.
f. Purchaser agrees to accept a live demonstration of equipment's owner-controlled features in lieu of any maintenance training required in the bid specifications.
g. Purchaser agrees to accept TK Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.

8. MAX

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators and escalators by means of installation of a remote-monitoring device or modem (each a "device"). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

a. Purchaser authorizes TK Elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.
b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.
c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.
d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.
e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.
f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.

g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

9. Additional Terms and Conditions

a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.
c. TK Elevator is an equal opportunity employer.
d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
e. All taxes, tariffs, duties, permit and/or license fees imposed upon TK Elevator as of the date of the execution of this Proposal are included in the price of the Proposal. Purchaser is responsible, in addition to the Proposal price, to pay TK Elevator for any additional (or any increase in) applicable taxes, tariffs, duties, permit and/or license fees imposed upon TK Elevator after the date of acceptance of this Proposal by any governmental authority or by any of TK Elevator's suppliers of the materials and/or components required in connection with this Proposal.
f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.
g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.
h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.
i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.
j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos

hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.

k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.

l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.

m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.

n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.

o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.

p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.

q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.

r. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TK Elevator party" and collectively the "TK Elevator parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart from its duty to indemnify the TK Elevator parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

s. Purchaser further expressly agrees to name Tk Elevator Corporation and TK Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation and TK Elevator Manufacturing, Inc. for those claims and/or losses referenced in the above paragraph and those claims and/or or losses arising from the negligence of TK Elevator Corporation and TK Elevator Manufacturing, Inc. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

t. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.

u. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.

Modernization Proposal

Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of Ninety Seven Thousand Three Hundred Thirty Three Dollars ($97,333.00).

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

Ntll-City Of Lubbock (Purchaser):	TK Elevator Corporation Management Approval
By:	By:
(Signature of Authorized Individual)	(Signature of Branch Representative) Branch Manager
_____ (Print or Type Name)	
_____ (Print or Type Title)	
(Date of Acceptance)	(Date of Execution)

SCHEDULING AND PRODUCTION
REQUEST FOR PAYMENT

Please Remit To: TK Elevator
PO Box 3796
Carol Stream, IL 60132-3796

Ntll-City Of Lubbock
5401 N Martin Luther King
Lubbock TX, 79403-9714

Date	Terms	Reference ID	Customer Reference # / PO
June 10, 2021	Immediate	ACIA-1UC2SYR	

Total Contract Price:			$97,333.00
Initial progress payment:		(50%)	$48,666.50

For inquiries regarding your contract or services provided by TK Elevator, please contact your local account manager at +1 432 6831488. To make a payment by phone, please call 678-424-5642 with the reference information provided below.

Current and former service customers can now pay online at:
https://secure.billtrust.com/thyssenkruppelevator/ig/one-time-payment

Thank you for choosing TK Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

Customer Name:	Ntll-City Of Lubbock
Location Name:	Lubbock Preston Smith Airport
Customer Number:	411673
Quote Number:	2021-2-1100454
Reference ID:	ACIA-1UC2SYR
Remittance Amount:	$48,666.50

Remit To:

TK Elevator
PO Box 3796
Carol Stream, IL 60132-3796

LUBBOCK PRESTON SMITH UNITED (143102&143085)
City of Lubbock

AMENDMENT NO. 1

This Amendment No.1 shall be made a part of this Agreement, and in the event of conflict with other articles, terms, conditions or contract documents, this Amendment No.1 shall be final.

The Parties acknowledge that Thyssenkrupp Elevator Corporation's name has changed to TK Elevator Corporation.

ARTICLE I. TERM Amend by adding the following sentence: "The parties agree that the final project schedule will be provided by the Contractor based on the durations listed under Exhibit D, Contractor's proposal.

ARTICLE III. TERMINATION A. Amend by adding the following sentence at the end of this section: "In the event of termination, City agrees to pay Contractor the proportional contract value of work performed including contract value of materials in process of fabrication, in transit or stored.

ARTICLE X. INDEMNITY Replace the entire section with the following:
CONTRACTOR shall indemnify and save harmless the City of Lubbock and its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any 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, but only to the extent such suits, actions, losses, damages, claims, or liability are caused by or arising out of, or occasioned by, the acts of CONTRACTOR, its agents or employees, in the execution of this Contract. The parties specifically waive any claim from each other for indirect, special, liquidated, incidental, exemplary or consequential damages, or for loss of use, loss of income, loss of opportunity, or other similar remote damages.

INSURANCE REQUIREMENTS

The following items apply to the insurance coverage:

i).The additional insured coverage to be provided by Contractor shall only apply to the extent any damages covered by the policy are determined to be caused by Contractor's acts, actions, omissions or neglects, and shall not apply to the extent caused by the additional insured's own acts, actions, omissions, or neglects, or for bare allegations.
ii). b. Certificate of insurance will suffice in lieu of copies of insurance policies unless there is an actual claim.
iii). All notifications pertain to insurance shall be provided per policy provisions which may not be via registered mail.

CITY OF LUBBOCK

TK ELEVATOR CORPORATION

Regular City Council Meeting **6. 14.**

Meeting Date: 07/27/2021

Information

Agenda Item

Resolution - Environmental Health: Consider a resolution authorizing the Mayor to execute Contract 15368, with Hedgerow Software US, Inc., and related documents, for software and licenses to host and manage the Environmental Health Department Data.

Item Summary

Technical support is ending for current software used by environmental health for data management and inspections in our permitted facilities. No updates, bug fixes, improvements are planned. Our Information Technology department strongly suggested replacement of current software.

In response to RFP 21-15638-TF, 9 responses were received and opened on February 3, 2021.
A 4-person committee evaluated the proposals and provided the following ranking.

Company	Points - Possible 400
Hedgerow Software US, Inc., Fresno, California	364
sQube/Accela, Schenectady, New York	322
Tyler Technologies, Lubbock Texas	276
Health Space, Charlotte, North Carolina	257
TechZavy, Rochester, Minnesota	157
Tech Rover, Allen, Texas	148
glsolutions, Bend, Oregon	126
Gov2Biz, San Antonio, Texas	117
Innova, Santa Clara, California	117

Staff and the Evaluation Committee recommend award of the unit price contract to the highest ranked proposer, Hedgerow Software US, Inc. of Fresno, California, for $107,000.

Fiscal Impact

The cost of the contract with Hedgerow Software US, Inc. is $107,000.
$61,297.24 of the contract will be funded from Capital Improvement Project 92329, Environmental Health Software. The remaining $45,702.76 will be funded in the Information Technology Operating Budget.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Stuart Walker, Director of Code Enforcement

Attachments

Resolution - Hedgerow Software US, Inc.
Contract (r) - Hedgerow Software US Inc_
Project Summary Sheet - Environmental Health Software

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. 15638 for software and licenses to host and manage the Environmental Health Department Data as per RFP # 21-15638-TF, by and between the City of Lubbock and Hedgerow Software US, 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 _____, 2021.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

Hedgerow
Software US, Inc.

License and Support Agreement

City of Lubbock
Environmental Health Department

Agreement Number: LUBBOCK-062021
Agreement Date: June 30, 2021
Revision: 2.0

Signed contract must be returned, to Hedgerow Software US, Inc. by Client, within 30 days of receipt. In the event signed contract is not received by Hedgerow Software US, Inc. within 30 days of Client receipt, prices and terms contained herein are subject to change.

Contents

1. Definitions 4
2. License 5
3. Ownership of Licensed Materials 5
4. Ownership of Client Data 6
5. Prices, Adjustments, Taxes, and Non-Payment 6
6. Included Services 7
7. Billable Services 7
8. Warranty and Limitation of Hedgerow's Liability 8
9. Indemnification for Copyright Infringement 9
10. Force Majeure 9
11. Client Responsibilities 10
12. Version and Module Upgrades 10
13. Termination 11
14. Actions Upon Termination 11
15. Confidentiality 11
16. General Provisions 12
17. Dispute Resolution 13
18. Notice 13
19. Acceptance 14
Appendix A. Modifications to Standard Terms and Conditions 15
Appendix B. Dates and Term 17
Appendix C. Volumes, Prices, and Payment Schedule 18
Appendix D. Statement of Work 21
Appendix E. Cloud Hosting Service Level Agreement 33

LICENSE AND SUPPORT AGREEMENT

THIS AGREEMENT ("Agreement") made as of the latest signature date in Section 19., Acceptance.

BETWEEN:

HEDGEROW SOFTWARE US, INC., a wholly owned subsidiary of Hedgerow Software Ltd., ("Hedgerow")

and

THE CITY OF LUBBOCK ENVIRONMENTAL HEALTH DEPARTMENT ("Client")

WHEREAS Hedgerow is the developer and owner of a certain set of commercial-off-the-shelf (COTS) software products described as the Hedgehog Application Suite (Hedgehog);

AND WHEREAS Client has determined Hedgehog is the best solution for Client's purposes;

AND WHEREAS Client desires to obtain from Hedgerow a non-exclusive and non-transferable license to use Hedgehog;

NOW THEREFORE this Agreement witnesses that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual promises herein, the parties agree as follows:

This Agreement contains the following Appendices:

Appendix A	Modifications to Standard Terms and Conditions
Appendix B	Dates and Term
Appendix C	Volumes, Prices, and Payment Terms
Appendix D	Statement of Work
Appendix E	Cloud Hosting Service Level Agreement

In the event of a conflict between the main body of the Agreement and an Appendix to the Agreement, the terms of the Appendix shall prevail.

1. Definitions

1.1. Billable Services. The term "Billable Services" includes those services provided by Hedgerow for which a fee is charged.

1.2. Effective Date. The term "Effective Date" shall mean the latest date this Agreement is signed in Section 19., Acceptance.

1.3. Go Live. The term "Go Live" is defined as the point in time when Client data is being used for production purposes and Client is operational for ten (10) consecutive business days.

1.4. Included Services. The term "Included Services" includes those services provided by Hedgerow in support of Licensed Materials at no additional cost to Client.

1.5. Licensed Materials. The term "Licensed Materials" shall mean computer programs, in object form, and all related documentation and materials provided to Client under the terms of this Agreement. Licensed Materials shall not include Source Code.

1.6. Licensed Programs. The term "Licensed Programs" shall mean the object code version of the software, as well as all updates, enhancements and releases. Licensed Programs are a sub-set of the Licensed Materials.

1.7. Proprietary Technology. The term "Proprietary Technology" shall mean software, inventions, concepts, templates, development tools, methodologies, processes, techniques or other proprietary material or information.

1.8. Services. The term "Services" shall collectively mean any services related to the support and use of the Licensed Materials covered by this Agreement.

1.9. Source Code The term "Source Code" shall mean a full source language statement of the programs owned by Hedgerow used to prepare the Licensed Programs, including any updates, enhancements, revisions and modifications thereto that are provided to Client under this Agreement. Source Code shall not include any source language statements for any portion of the Licensed Programs owned by or sublicensed from third parties.

1.10. Statement of Work. The term "Statement of Work" shall mean the document incorporated into this Agreement as Appendix D that defines all project deliverables and activities for Client's initial Hedgehog implementation.

1.11. Version. The term "Version" shall mean an issue of Licensed Programs, which has been made available to the Client.

1.12. Work Order. The term "Work Order" shall mean the document required to authorize Billable Services which are outside of those agreed to in Appendix D, Statement of Work.

2. License

2.1. Hedgerow hereby grants to Client, and Client hereby accepts from Hedgerow, subject to the terms and conditions of this Agreement, a non-exclusive, non-transferable license ("License") to use the Licensed Materials solely for Client's own purposes. The License shall be restricted for use with one (1) production server database with a single set of master code tables.

2.2. The License also authorizes Client to maintain a backup copy of the Licensed Programs for use with databases for back up and testing purposes only. Client agrees to receive prior written approval from Hedgerow before copying any portion of the Licensed Programs for any other purpose, which Hedgerow may, at its sole and unfettered discretion, grant or not grant.

2.3. Client may not assign, sublicense or otherwise transfer, in whole or in part, the License, this Agreement, or any of its rights or obligations hereunder, whether voluntarily, by operation of law or otherwise, without the prior written consent of Hedgerow.

3. Ownership of Licensed Materials

3.1. Hedgerow is the lawful owner of all proprietary rights whatsoever in the Licensed Materials including any changes, additions, and enhancements in the form of new or partial programs or documentation, but not as to limit the generality thereof, all copyright interests in the Licensed Materials. All copies of the Licensed Materials provided to, or reproduced by, Client pursuant to this Agreement are, and remain, the property of Hedgerow. No rights in the Licensed Materials are granted to anyone other than those set forth in this Agreement. Client shall use its commercially reasonable best efforts to prevent any violations of Hedgerow's property rights in the Licensed Materials; and shall, under no circumstances, sell, lease, sublease, sublicense, assign, barter, or otherwise transfer the Licensed Materials or use of the Licensed Materials for the processing of data for others for consideration, except as provided herein.

3.2. Client shall have no right to modify, enhance or otherwise change or supplement the Licensed Materials in any way without the prior written consent of Hedgerow, however, Client shall be entitled to merge the Licensed Materials into other materials to form a system, provided that upon termination of the License granted by this Agreement, the Licensed Materials will be completely removed from the system and treated as though permission to merge had never been granted. Use of the Licensed Materials in a system shall remain subject to all other terms of this Agreement.

3.3. The Licensed Materials and all other data or materials supplied by Hedgerow to Client are confidential and proprietary to Hedgerow, protected by law and of substantial value to Hedgerow, and their use and disclosure must be carefully and continuously controlled.

3.4. The Licensed Materials and the Source Code are protected by the Copyright Laws of United States of America.

3.5. All logos, trademarks and trade names of Hedgerow are proprietary to Hedgerow and may only be used as authorized in writing by Hedgerow.

3.6. Client shall keep all property of Hedgerow free and clear of all claims, liens and encumbrances.

3.7. Client shall notify Hedgerow immediately of the unauthorized possession, use or knowledge of any item supplied to Client pursuant to this Agreement.

3.8. In the event Client breaches or attempts to breach any of the provisions of this Section 3, Hedgerow shall have the right, in addition to such other remedies which may be available to it, to injunctive relief enjoining such breach or attempt to breach, it being acknowledged that legal remedies are inadequate. The provisions of this Section 3 shall survive termination of this Agreement until the Licensed Materials are completely removed from Client's hardware. Client will furnish Hedgerow with an Officer Certificate certifying that the original and all copies, in whole or in part, of the Licensed Materials have been removed from Client's hardware and either returned to Hedgerow or destroyed by Client.

3.9. Each party will retain all its rights in any Proprietary Technology that it owned or developed prior to the Effective Date of this Agreement; and in the case of Hedgerow, acquires or develops thereafter other than in connection with this Agreement or the performance of Services under this Agreement. Any enhancements, improvements or changes developed or made to Proprietary Technology of either party in performing the Services shall be owned by the owner of the Proprietary Technology to which those enhancements, improvements or changes were developed or made.

4. Ownership of Client Data

4.1. Client owns all Client specific data created by Client staff using the Licensed Programs.

4.2. If Client is using Hedgehog in a cloud-hosted environment, Client shall notify Hedgerow, and Hedgerow shall comply, if Client wants a copy of such Client data, or wants it removed from Hedgerow controlled cloud servers.

4.3. Hedgerow shall not, with respect to any programs, documents, data, information and other material that are the property of the Client: (a) copy or duplicate them except to the extent that it is necessary for the performance of the Services or for back-up purposes; or (b) use them except as required for the performance of the Services; or (c) provide or make them accessible to its contractors, officers, employees or agents except as required for the performance of the Services; or (d) subject to exceptions contained in clauses (a), (b), and (c), provide or make them accessible to anyone without the prior written consent of Client.

5. Prices, Adjustments, Taxes, and Non-Payment

5.1. Prices and payment terms for recurring license and support fees and one-time professional services are contained in Appendix C.

5.2. Client is responsible for knowing all State and Local tax rules, paying all applicable taxes on Hedgerow fees, or providing Hedgerow with an affidavit affirming Client is not subject to taxes.

5.3. For each month a payment is 30 days past due, Hedgerow will assess, and Client shall pay, a late fee of two percent (2%), or the highest amount allowed by law.

5.4. Client shall make a Hedgerow invoice dispute known within thirty (30) days of receipt of the disputed invoice and pay the undisputed amounts. If a dispute cannot be resolved by negotiations, it shall be submitted to Dispute Resolution (Section 18).

5.5. At the end of Client's then current term, Hedgerow may choose to increase prices for the successive term and will notify Client at least sixty (60) days prior of Hedgerow's intent to do so.

5.6. Hedgerow reserves the right to withhold services for non-payment of fees.

6. Included Services

The following services are included in the Client's annual license and support fees:

6.1. Telephone Support: Hedgerow provides support via a toll-free number for Client's usability questions and/or problem resolution. Telephone support is provided during Hedgerow's regular business hours (7:30 A.M. to 4:30 P.M., Mountain Standard Time, Monday through Friday, with Federal and State holidays excluded.) Issues can be reported twenty-four (24) hours a day via Hedgerow's Customer Support Portal, e-mail, or telephone. A Hedgerow representative will contact Client during standard business hours the next day, should a request come in during non-business hours.

6.2. Web-Based Support: Clients have twenty-four (24) hour access to Hedgerow's Customer Support Portal to log and track issues via an online helpdesk.

6.3. Licensed Programs Maintenance: Hedgerow will provide Licensed Programs maintenance, which includes defect fixes, and any other required modifications to keep the Licensed Programs in conformance with the specifications contained in the then current Hedgerow Licensed Materials. Hedgerow will amend the specifications only to remove documentation errors, provide consistency of interpretation or describe improvements to the Licensed Programs. Hedgerow will correct any error or malfunction in the Licensed Programs that prevents it from operating in conformance with the then current Licensed Materials, or Hedgerow will, within a period of time acceptable to Client, acting reasonably, provide a commercially reasonable alternative that will have the same functionality as the then current Licensed Materials and will conform to the specifications of the then current Licensed Materials.

If Client's system is inoperable due to a reproducible error or malfunction, and Client is in compliance with the conditions listed in Section 8.2, Hedgerow will provide continuous effort to correct the error or malfunction.

7. Billable Services

The following services, and services not specifically included in Appendix D, will be provided on a fee basis after completion and approval of a Work Order and will be billable at Hedgerow's professional services rate identified in Appendix C.

7.1. Included Services initiated outside of Hedgerow's normal service hours, unless under the continuous effort clause in Section 6.3.

7.2. Business analysis.

7.3. Professional services requested by Client for assistance with migration to a new Version.

7.4. Data conversion.

7.5. Data correction or restoration, unless caused by Hedgerow's negligence while working on Client's system.

7.6. Custom programming.

7.7. Custom report development. Support calls specifically related to Hedgehog's integrated DevExpress© report writing tool that exceed thirty (30) minutes.

7.8. Additional training to Client staff not included in Appendix D, Statement of Work.

7.9. Additional Disclosure Site professional services requested after Go Live.

7.10. Error or defect fixes determined, after investigation by Hedgerow, to have occurred as a result of Client not being in compliance with one or more of the reasons listed in Section 8.2. Client shall reimburse Hedgerow, at Hedgerow's then prevailing professional services rate, for all costs incurred in investigating such error or defect.

8. Warranty and Limitation of Hedgerow's Liability

8.1. Hedgerow represents and warrants that the media used to deliver the Licensed Materials to Client is free from mechanical or recording defects, and if such defects are found, Hedgerow will immediately replace the defective media. Hedgerow warrants that the Licensed Materials to be delivered hereunder have been tested for viruses using a commercially available virus scanning utility which is generally used in the industry, and are to the best of its abilities free of any time bombs, back doors, worms, Trojan horses and any other similar device or mechanism designed to disable or adversely affect the functionality of the Licensed Programs.

8.2. Hedgerow represents and warrants that the Licensed Programs will perform substantially in accordance with its then current Licensed Materials, at no additional cost to Client, provided that: (a) the Licensed Programs have not been modified by anyone other than Hedgerow, or as authorized by Hedgerow in writing; (b) Client is operating the then current version of the Licensed Programs; (c) Client's computer hardware is in good operating order and is installed in a suitable operating environment; (d) Client's computer hardware configuration used in the operation of the Licensed Programs meets Hedgerow's approved specifications; (e) the error or defect is not caused by Client or its agents, employees or contractors; (f) Client promptly notifies Hedgerow of the error or defect after it is discovered; (g) all fees then due to Hedgerow have been paid; and (h) Client is not otherwise in breach of its material obligations under this Agreement. In such event, Hedgerow shall use its best efforts to cause the Licensed Programs to perform substantially in accordance with its then current Licensed Materials within a period of time acceptable to Client, acting reasonably.

8.3. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THERE ARE NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED PROGRAMS, THE LICENSED MATERIALS OR ANY UPDATES, ENHANCEMENTS OR RELEASES THERETO, OR ANY OTHER SERVICES OR GOODS PROVIDED BY HEDGEROW TO CLIENT IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT'S SOLE AND EXCLUSIVE REMEDIES AND HEDGEROW'S ONLY OBLIGATIONS UNDER THE WARRANTY SET FORTH IS TO CAUSE THE LICENSED PROGRAMS TO OPERATE SUBSTANTIALLY IN ACCORDANCE WITH HEDGEROW'S THEN-CURRENT LICENSED MATERIALS OR CORRECT THE THEN CURRENT LICENSED MATERIALS.

8.4. HEDGEROW DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PROGRAMS SHALL MEET CLIENT'S REQUIREMENTS OR SHALL OPERATE IN COMBINATION WITH OTHER SOFTWARE OR SYSTEMS WHICH CLIENT SELECTS FOR USE, OR THAT THE OPERATION OF THE LICENSED PROGRAMS SHALL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL ERRORS AND DEFECTS HAVE BEEN IDENTIFIED AND CORRECTED BY HEDGEROW.

8.5. HEDGEROW SHALL NOT BE LIABLE FOR ANY LOSS, COST, EXPENSE OR DAMAGE TO CLIENT IN AN AMOUNT EXCEEDING THREE (3) TIMES THE TOTAL AMOUNT PAID BY CLIENT TO HEDGEROW IN THE TWELVE (12) MONTHS PRIOR TO A CLAIM, WHETHER ARISING AS A RESULT OF: (A) ANY BREACH OF THIS AGREEMENT BY HEDGEROW; (B) ANY ACT OR FAILURE TO ACT OF HEDGEROW; OR (C) ANY CLAIM MADE AGAINST CLIENT BY ANY OTHER PARTY, EVEN IF HEDGEROW HAS BEEN ADVISED OF THE CLAIM OR POTENTIAL CLAIM. CLIENT AGREES THAT IT SHALL NOT ASSERT ANY CLAIMS AGAINST HEDGEROW BASED ON ANY THEORY OF STRICT LIABILITY.

9. Indemnification for Copyright Infringement

9.1. Hedgerow represents and warrants that it is the owner of the Licensed Materials and that it has the right to grant the License granted hereunder. Hedgerow agrees to defend Client against, and indemnify and save harmless Client from and against all actions, claims, demands, proceedings, damages, costs, charges and expenses arising from or incurred by reason of any or alleged infringement of any copyright, patent, trademark, trade secret or other industrial or intellectual property right, and to pay the amount of any adverse final judgment (or settlement to which Hedgerow consents) resulting from third party claim(s) (hereinafter "Indemnified Claims") that the Client's use of the Licensed Materials infringe any copyright or patent; provided Hedgerow is notified promptly in writing of the Indemnified Claims and has sole control over its defense or settlement, and Client provides reasonable assistance in defense of same. In the event that a deliverable, or any part thereof, is held to constitute an infringement and the use thereof is enjoined, Hedgerow shall, at its expense, either: (a) procure for Client the right to continue using the deliverable or infringing parts; or (b) replace the deliverable or infringing parts with a non-infringing product or parts; or (c) modify the deliverable or infringing parts to Client's satisfaction so they become non-infringing.

10. Force Majeure

10.1. Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay both: (a) is caused by any of the following: acts of war, terrorism, civil riots or rebellions; quarantines, embargoes and other similar unusual governmental action; extraordinary elements of nature or acts of God; and (b) could not have been prevented by the non-performing party's reasonable precautions or commercially accepted processes, or could not reasonably be circumvented by the non-performing party through the use of substitute services, alternate sources, work-around plans or other means by which the requirements of a buyer of services substantively similar to the Services hereunder would be satisfied. Events meeting both of the criteria set forth in clauses (a) and (b) above are referred to individually and collectively as "Force Majeure Events". The parties expressly acknowledge that Force Majeure Events do not include vandalism, regulatory acts of governmental agencies, labor strikes, or the non-performance of third parties or subcontractors relied on for the delivery of Services, unless such failure or non-performance by a third party or subcontractor is itself caused by a Force Majeure Event, as defined above. Upon the occurrence of a Force Majeure Event, the non-performing party shall be excused from any further performance or observance of the affected obligation(s) for as long as such circumstances prevail, and such party continues to attempt to recommence performance or observance to the greatest extent possible without delay.

10.2. If a Force Majeure Event causes a material failure or delay in the performance of any Services for more than ten (10) consecutive business days, Client may, at its option, and in addition to any other rights Client may have, procure such Services from an alternate source until Hedgerow is again able to provide such Services, and Hedgerow shall be liable for all payments made and costs incurred by Client required to obtain the Services from such alternate source during such period. Client shall continue to pay Hedgerow the charges established hereunder during such period, but Hedgerow shall not be entitled to any additional payments as a result of the Force Majeure Event. If a Force Majeure Event causes a material failure or delay in the use of the Licensed Programs, or the performance of any Services, for more than thirty (30) consecutive days, Client may, at its option, and in addition to any other rights Hedgerow may have, immediately terminate this Agreement without liability to Hedgerow.

11. Client Responsibilities

Client is responsible for the following:

11.1. Timely payment of Hedgerow invoices.

11.2. Provision of appropriate operating environment for hardware, Client employees, and Hedgerow staff when at Client's location.

11.3. Provision of knowledgeable, competent operators with an understanding of Client's operations.

11.4. For Client self-hosted systems, ensuring that Client has knowledgeable, competent staff or contracted network support personnel to install the Licensed Programs and resolve problems with Client infrastructure/environment.

11.5. Scheduled training to properly prepare Client's staff to use Licensed Programs.

11.6. Daily, or whenever they change, backups of files and Licensed Programs kept in a secure place.

11.7. Notification to Hedgerow of a problem as soon it appears.

12. Version and Module Upgrades

12.1. Hedgerow will, as and when it develops Licensed Programs upgrades and enhancements, make those available to Client. Hedgerow will provide the necessary instructions and software tools so Client can install the upgrades and modifications.

12.2. Hedgerow will periodically provide upgrades, enhancements and new Versions with no increase to license and support fees. Client will maintain its system at the current, most recent production release level of the Licensed Programs. One (1) year after the release of a new Licensed Programs Version, Hedgerow will not be obligated to maintain prior Versions. Hedgerow will also periodically offer new Licensed Programs that have an additional billable price. New billable Licensed Programs offerings are optional, and Client will not be required to purchase them at any time to comply with the support conditions in Section 8.2.

13. Termination

13.1. Client may, at any time, terminate this Agreement without cause by giving Hedgerow at least ninety (90) days written notice specifying the effective date of termination.

13.2. If Client terminates this Agreement before the end of the term identified in Appendix B, Client will pay an early termination fee of five percent (5%) of the quarterly license fee for each quarter remaining in the term.

13.3. Hedgerow may terminate this Agreement without cause with one (1) year written notice to Client, or at the end of the term identified in Appendix B.

13.4. Without restricting any other remedies available, Client may, at its sole option, immediately terminate this Agreement, without incurring a penalty, if (a) Hedgerow violates any material term or condition of this Agreement and such violation remains uncorrected sixty (60) days after written notice specifying the violation has been provided to Hedgerow; or (b) if Hedgerow is dissolved or becomes bankrupt or insolvent; or (c) if Hedgerow, its contractors, agents, officers or employees breach any of the confidentiality provisions of this Agreement.

13.5. If Client violates any material term or condition of this Agreement, Hedgerow will notify Client in writing of its intent to terminate this Agreement for cause, with the cause(s) specifically identified. Client will have sixty (60) days to correct the cause(s), and if the corrections are not made, Hedgerow will have the right to terminate this Agreement. During this correction period all rights and obligations of this Agreement shall remain in force. There will be no early termination penalty for Hedgerow initiated termination.

14. Actions Upon Termination

14.1. Client will cease using Licensed Materials immediately upon termination.

14.2. Within thirty (30) days after termination for any reason, Client will furnish Hedgerow an Officer Certificate certifying that the original and all copies, in whole or in part, of the Licensed Materials have been removed from Client's hardware and either returned to Hedgerow or destroyed by Client.

14.3. Client will pay all amounts due Hedgerow.

15. Confidentiality

15.1. Both Hedgerow and Client have made and will continue throughout the term of this Agreement make available to the other party confidential personal and proprietary materials and information ("Confidential Information"). All materials and information provided by one party to the other relating to the business, policies, procedures, customs and forms of the providing party or any of its affiliates, including but not limited to Client data, as well as information previously divulged or delivered regarding the aforementioned subject matter, is hereby designated as confidential and proprietary and shall be considered to be Confidential Information ("Client Materials"). Except for Confidential Information included in Client Materials, the parties agree that the obligations set forth above in this section do not apply to materials or information that: (a) are already, or otherwise become, generally known by third parties as a result of no act or omission of the receiving party; or (b) subsequent to disclosure hereunder are lawfully received from a third party having the right to disseminate the information and without restriction on disclosure; or (c) are generally furnished to others by the disclosing party without restriction on disclosure; or (d) were already known by the receiving party prior to receiving them from the disclosing party and were not received from a third party in breach of that third party's obligations of confidentiality; or (e) are independently developed by the receiving party without the use of Confidential Information of the disclosing party.

15.2. Hedgerow shall not, without the prior written consent of Client, process, store, or transmit personal information which may be present in the Client Materials in or to a country other than United States of America.

15.3. If, to provide the Services, Hedgerow must disclose or make accessible any Client Materials to a third party, Hedgerow shall, before doing so obtain from the third party a written agreement in favor of Hedgerow and Client, in a form satisfactory to Client, under which the third party agrees to be bound by the obligations contained in this Section 15 applicable to Hedgerow.

15.4. Hedgerow agrees to permit Client to have access to Hedgerow's premises, records and employees at any reasonable time to perform reviews and audits that Client considers advisable to ensure that Hedgerow is meeting the requirement of this Section 15. Hedgerow further agrees to provide its full co-operation for the purpose of such reviews and audits. Officers and employees of Hedgerow, its contractors and agents will be subject to the same electronic monitoring as government employees while on Client's premises.

15.5. Hedgerow shall immediately report to Client: (a) if Hedgerow or an affiliated company of Hedgerow is served with an order, demand, warrant or any other document purporting to compel the production of any Client Materials.

15.6. The parties hereto agree not to disclose or make available to anyone not entitled to the benefit of this Agreement any specific financial information, including but not limited to prices, contained in this Agreement without the written consent of the other party.

15.7. Client agrees not to disclose or make available to anyone not entitled to the benefit of this Agreement any information divulged by Hedgerow, the disclosure of which would be harmful to the business operations of Hedgerow, without the written consent of Hedgerow.

15.8. The provisions of this Section 15 shall not prevent either party from disclosing any documents, data, or information as necessary to comply with any applicable statute or other law requiring such disclosure, including for the provision of legal services.

15.9. Hedgerow may, for the purposes of marketing, disclose Client's name and a general description of the Services provided to Client pursuant to this Agreement, but shall not indicate in any way that Client endorses Hedgerow's Services.

15.10. Hedgerow shall return to Client all Client Materials, except to the extent that Client agrees in writing to the destruction by Hedgerow of any of Client Materials in which case Hedgerow shall confirm in writing to the Client that such Client Materials have been destroyed: (a) when they are no longer required by Hedgerow to provide Services; and (b) as soon as possible but not later than fifteen (15) days of the date of termination or expiration of the agreement.

15.11. This section shall survive the expiry or termination of this Agreement.

16. General Provisions

16.1. Hedgerow shall not assign or transfer this Agreement or subcontract any of the rights or obligations under this Agreement, without first obtaining written permission from Client. No assignment, transfer or subcontract of this Agreement will relieve Hedgerow of any obligations under this Agreement, except to the extent they are properly performed by Hedgerow's permitted assigns and subcontractors.

16.2. Time is of the essence with respect to the Services to be provided by Hedgerow to Client under this Agreement.

16.3. If any provision of this Agreement is for any reason invalid, that provision will be considered separate and severable from this Agreement, and the other provisions of this Agreement will remain in force and continue to be binding upon the parties as though the invalid provision had never been included in this Agreement.

16.4. Those provisions of this Agreement which are intended to survive the termination or expiration of this Agreement will survive, including, without limitation, Sections 3 and 4 (Ownership); Section 8 (Warranty and Limitation of Hedgerow's Liability) and Section 15 (Confidentiality).

16.5. Any delay, neglect or forbearance by a party in enforcing against the other party any term, condition or obligation of this Agreement shall not constitute a waiver of such or in any way prejudice any rights or remedies of that party. Any waiver of any term, condition or obligation of this Agreement must be in writing to be effective and shall apply only to the extent set forth in writing.

16.6. This Agreement shall be governed by and construed in accordance with the laws of the state and county wherein Client's administrative headquarters are located.

16.7. This Agreement constitutes the full and complete understanding of the parties to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements. This Agreement can only be changed by the written mutual consent of both Hedgerow and Client.

17. Dispute Resolution

17.1. Any dispute that cannot be resolved by the parties will be resolved with a three-step dispute resolution process. The three-step process shall (a) begin with informal negotiations conducted in good faith: (b) be followed, if necessary, by mediation, initiated by written demand of one party served on the other, and if the mediator determines that the dispute cannot be resolved by mediation, then: (c) the dispute shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association.

17.2. In the event litigation is required by either party to enforce the terms and conditions of this Agreement, the prevailing party shall be reimbursed attorney fees, expert witness costs, and court costs by the party prevailed upon.

18. Notice

18.1. Any notice, request, demand, consent, or other communications provided or permitted hereunder shall be in writing and given by personal delivery, transmitted by facsimile, or sent by ordinary mail, postage paid, addressed to the party for which it is intended at its address as follows:

For Hedgerow:
Attention:
John Dodson
Chief Financial Officer

Hedgerow Software US, Inc.
700 Van Ness, Suite 222
Fresno CA 93721
Phone: (844) 479-4759
Email: johndodson@hedgerowsoftware.com

For Client:
Attention:
Stevan Walker, REHS/RS, CPO
Environmental Health Coordinator

City of Lubbock
1314 Avenue K, 4th Floor
Lubbock, TX 79401
Phone: (806) 775-2116
Email: mswalker@mylubbock.us

19. Acceptance

Hedgerow and Client have caused this Agreement to be executed by their duly authorized representatives on the respective dates entered below:

Hedgerow Software US, Inc.
2210 San Joaquin Street
Fresno CA 93721

By its authorized signatory:

Signature

John Dodson
Name

Chief Financial Officer
Title

June 30, 2021
Date

City of Lubbock
1314 Avenue K
Lubbock, TX 79401

By its authorized signatory:

Signature

Daniel M. Pope
Name

Mayor
Title

Date

ATTESTED TO:

Signature

Rebecca Garza
Name

City Secretary
Title

APPROVED AS TO FORM:

Signature

Amy Sims
Name

Deputy City Attorney
Title

Appendix A. Modifications to Standard Terms and Conditions

Client has requested, and Hedgerow has agreed to, the following modifications to the standard terms and conditions in this Agreement:

Paragraph 5.2. of Section 5, "Prices, Adjustments, Taxes, and Non-Payment," is revised as follows:

> 5.2. Client is a tax-exempt governmental entity and is not subject to taxes.

The second paragraph of paragraph 6.3. of Section 6, "Included Services," is revised as follows:

> If Client's system is inoperable due to a reproducible error or malfunction and Client is in compliance with the conditions listed in Section 8.2, Hedgerow will provide continuous effort to correct the error or malfunction; and, if Hedgerow is unable to do so after a period of thirty (30) days, Hedgerow shall reimburse Client for all fees paid by Client for license and support services from the date of malfunction to end of term.

The last sentence of paragraph 8.2. of Section 8, "Warranty and Limitation of Hedgerow's Liability," is revised as follows:

> In such event, Hedgerow shall use its best efforts to cause the Licensed Programs to perform substantially in accordance with its then current Licensed Materials within a period of time acceptable to Client, acting reasonably; and, if Hedgerow is unable to do so after a period of thirty (30) days, Hedgerow shall reimburse Client for all fees paid by Client for license and support services from the date of malfunction to end of term.

The last sentence of paragraph 10.2. of Section 10, "Force Majeure," is revised as follows:

> If a Force Majeure Event causes a material failure or delay in the use of the Licensed Programs, or the performance of any Services, for more than thirty (30) consecutive days, or 30 days out of a forty (40) day consecutive period, Client may, at its option, and in addition to any other rights Client may have, immediately terminate this Agreement without liability to Client.

Paragraph 14.3. of Section 14, "Actions upon Termination," is revised as follows:

> 14.3. Client will pay amounts due to Hedgerow pursuant to Paragraph 13.2.

Paragraphs 15.6., 15.7. of Section 15, "Confidentiality," are revised as follows:

> 15.6. Subject to the requirements of the Texas Public Information Act, any information provided to or received by Hedgerow from Client shall be held in the highest confidence and not disclosed to any third party without express written permission of Client. Additionally, any proprietary information provided by Hedgerow to Client shall not be disclosed by Client to any third party without the express written consent of Hedgerow, subject to the requirements of the Texas Public Information Act as further discussed below. Each party agrees to treat such information with the same standard of care that it uses with respect to its own proprietary information to prevent the information's disclosure.

4.8. Report Customization

As part of the scope of this project, Hedgerow will provide report customization services for the following four (4) reports:

Report Description	Maximum Development Hours
One (1) Hedgehog Canned Invoice Report	8
One (1) Hedgehog Canned Permit to Operate	8
One (1) Hedgehog Canned Inspection Report (For all programs other than Food Safety.)	8
One (1) Texas Food Service Inspection Form	8

Report customization services for the reports identified above will be provided at no charge providing the professional service hours required for analysis, design, creation and testing do not exceed eight (8) hours per report. Design will be limited to the modification of the outward appearance of the labels, logos, comments and instructions on each canned report. If the professional service hours exceed eight (8) hours per report, the additional hours spent on these custom reports will be billable at Hedgerow's professional services rate, $150.00 per hour.

The reports listed in the table above cannot be substituted. Hedgerow will acquire custom report requirements during the Business Analysis & Configuration phase of the implementation project. Hedgerow will detail the requirements for each custom report and acquire Client approval of the custom report specifications prior to creation of each report. Changes made after the custom report specifications have been accepted by Client, will be billable at Hedgerow's professional services rate, $150 per hour.

No other report customization is included in the scope of this project. Any additional report customization requested by the Client during the implementation project can either be performed by the Client using Hedgehog's integrated DevExpress™ report writer or can be performed by Hedgerow via a Work Order and will be billable at Hedgerow's professional services rate, $150.00 per hour.

Milestones for each report are:

- Hedgerow to document and deliver custom report specifications to Client.
- Client to provide written acceptance of report specifications within five (5) days of receipt.
- Hedgerow to deliver completed report to Client for testing.
- Client to test report to validate functionality within five (5) days of receipt.
- Client will provide final, written acceptance within two (2) days of receipt.

4.9. Final Acceptance Testing

Upon Hedgerow's notification to Client that Hedgehog is ready for final acceptance testing for the deliverables outlined in this Appendix D, the Client will perform a variety of functions and verify their completion without error. These thorough tests will ensure all users, the environment, and data are ready for use in a production. Hedgerow will advise Client on the data that should be selected for testing, who should be involved, specific tests to be performed, and how successful completion is defined.

Hedgerow's role in final acceptance testing is to ensure the tests are thorough, complete, valid and have been properly executed. Any issues or defects found will be documented as items requiring a fix prior to final acceptance and documented in the Issues Log. Client is responsible for fixing issues or defects associated with the Client's network, desktop computers, and all related infrastructure components. Hedgerow will be responsible for fixing issues or defects resulting from Hedgehog.

4.10. Go Live

Upon completion of final acceptance testing, Client will be ready to 'go live' with Hedgehog in a production environment. 'Go live' is defined as the point in time when Client data is used for production purposes. Hedgerow will consider Client in a state of 'go live' when Hedgehog is functioning uninterrupted in production for ten (10) consecutive business days, before transitioning to support status.

Upon to the completion of the 'go live' period, Hedgerow will deliver to Client a Notice of Project Completion and Acceptance. Client must return the signed acceptance form within five (5) business days of receipt.

5. Change Management Process

Project changes that impact the cost and/or the method of the implementation scope outlined in this Appendix D will be managed through a Change Control Form. Change requests can be initiated by Hedgerow or by the Client.

Once documented changes are reviewed by the Project Team, the Hedgerow Project Manager will prepare and deliver a Work Order to the Client for approval prior to any work being undertaken.

Work Orders must be signed by both the Client and the Hedgerow. The services outlined in the Work Order will not commence until Hedgerow receives Client signature.

Change request evaluations are billable up to 3.5 hours. If a change request evaluation exceeds 3.5 hours, Hedgerow will notify Client, and Client will seek authorization prior to proceeding.

5.1. Change Management Terms

Term	Definition
Change Control	• Procedure that will be implemented when there is a request for change to the method or scope that may result in Billable Services not included in this Agreement.
Work Order	• The document required to authorize Billable Services which are outside of those agreed to in this Appendix D.

Appendix E. Cloud Hosting Service Level Agreement

Client has elected to deploy Hedgehog in a hosted environment. Hedgerow contracts with Microsoft® Azure® to provide cloud-based hosting services. The Client will receive the following as part of the application hosting fees:

Data Center	Client data will be hosted in an Azure® private cloud environment in a tier 1 data center in United States. The data center is a secure 24/7 manned onsite network operations site staffed with professional security officers, equipped with biometric access controls, monitored by extensive video surveillance and restricted to only authorized representatives.
Infrastructure	Hedgehog Database Server and Hedgehog Disclosure Site Server: One (1) Production and one (1) User Acceptance Testing (UAT) Hedgehog database and one (1) Disclosure Site will reside within a single Virtual Machine (VM), Windows Server Datacenter 2016, 4 core CPU, 16 GB of RAM, private IP address, Microsoft® SQL Server Standard Edition. Application Server: One (1) Production and One (1) UAT Hedgehog application will reside within a single VM, Windows Server Datacenter 2016, 4 core CPU, 16 GB of RAM, public IP address. Network and storage will be fully isolated with the Client's own subnet, private IP range, and specific Domain Name Server (DNS) to ensure absolute separation from other Azure® Client's. Disk Space: 1 TB of disk space is included in application hosting fees for data and attachments. If needed, additional disk space can be acquired in 1 TB units for an additional monthly fee.
Availability	99.5% Network Uptime 99.5% Server Uptime 99.5% Application Availability If downtime is required for after-hours maintenance, an email notification will be sent to the Client with a minimum 24-hour notice unless emergency escalation is required. Email details will include: ▪ Reason for the downtime ▪ Date and time of downtime ▪ Expected duration
Security / Privacy	All data passed to/from the Azure® cloud environment is encrypted during transmission.

Data Backup and Retention	Virtual Machine (VM) Backup: Azure® performs a full weekly backup and a daily incremental backup of Client's virtual machines (VMs). Backups are stored in the Azure® Recovery Services vault. ▪ Daily incremental backup retained for 14 days ▪ Full weekly backup retained for 14 days Database Backup: Automated daily backup of Client database is performed, and backup is stored on the database server. ▪ Daily full backup retained for 14 days
Patches and Upgrades	Hedgerow will notify Client of all releases via email. Hedgerow staff will coordinate with designated Client staff to determine the timeframe for the release to be applied to Client's Azure® environments.
Access Control	Designated Hedgerow staff will have secure, authenticated access to Client's Azure® servers. These designated staff members will request written permission from the Client to access the Client's Azure® servers which may be necessary from time to time for the following reasons: ▪ General server maintenance. ▪ General database administration. ▪ Performance, usage and/or security monitoring. ▪ Hedgehog patches and upgrades. ▪ General troubleshooting. Hedgerow is notified via email of all log-in attempts to Client's VM(s).
System Monitoring	24/7 monitoring of the Client's Azure® cloud environment is provided. Hedgerow has rotating on-call staff to provide emergency after hours support related to Client's Azure® cloud environment. Designated Hedgerow staff receive email notifications for all server log in attempts. Hedgerow will make Azure® activity logs available to Client upon request.

Incident Reporting & Response

Agencies can report incidents to Hedgerow via phone, email or the Customer Support Portal.

Support categories for Client-reported incidents are as follows:

Category	Description
Category 1	**System Crisis:** Production environment is inaccessible.
Category 2	**System Problem:** UAT environment is inaccessible during standard support hours.
Category 3	**System Concern:** All environments are accessible; however, a degradation of service is noticeable on a platform that meets the posted Hedgerow minimum hardware and software requirements (e.g., system running slow). *Note: This issue may be Client initiated.*
Category 4	**System Issue:** All environments are accessible and day-to-day work is not affected. Environment(s) require service outside of general maintenance (e.g. operating system patch).

Expected response times to each Category are as follows:

Category	Expected Response Time	Type of Response
Category 1	15 Minutes	Ticket logged in Customer Support Portal or Client has called the emergency support number. Preliminary analysis of problem. Incident update email or phone call to Client.
	30 Minutes	Incident update email or phone call to Client.
	45 Minutes	Hedgerow 2nd tier support is initiated. Vendor support may be initiated.
Category 2	30 Minutes	Ticket logged in Customer Support Portal.
	1 Hour	Incident update email or phone call to Client.
	2 Hours	Hedgerow 2nd tier support is initiated. Vendor support may be initiated.
Category 3	30 Minutes	Ticket logged in Customer Support Portal.
	1 Hour	Hedgerow 2nd tier support is initiated. Vendor support may be initiated.
Category 4	1 Hour	Ticket logged in Customer Support Portal.

Purchasing and Contract Management

Project Summary

RFP 21-15638-TF

Software & Licenses to Host & Manage the Environmental Health Department Data

Notice was published in the Lubbock Avalanche Journal on December 20 & December 27, 2020.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on BidSync.com from December 18, 2020, to February 3, 2021.
16 individuals attended the pre-proposal conference.
130 vendors viewed using BidSync.com.
24 vendors downloaded the documents.
7 vendors were notified separately.
9 vendors submitted a proposal.

Regular City Council Meeting **6. 15.**

Meeting Date: 07/27/2021

Information

Agenda Item

Resolution - Facilities Management: Consider a resolution authorizing the Mayor to execute Contract 15640, with Chapman Harvey Architects, Inc., for professional services related to the evaluation and design of building envelope systems of City-owned facilities.

Item Summary

This contract is for professional services to perform building envelope consulting services to include, in part or in whole: analysis of existing roofing system, instrumented moisture survey, roof programs, analysis of the construction documents including review of the exterior elevations, wall sections, parapets, unusual transitions, roof components, door/window details, plan details, specifications, budgeting, bidding/negotiations, quality assurance observations, project close-out and other related scopes.

Statements of Qualifications were received by 6 firms and were evaluated and based on the following criteria: Project Team Organization and Qualifications (40%), Experience on Similar Projects (20%), Project Approach (30%), Overall Responsiveness to the RFQ (10%). Maximum points are 300.

The Evaluation Committee evaluated each company and gave the following ranking:

Company	Points
Chapman Harvey, Lubbock, Texas	298
Terracon, Lubbock, Texas	283
Amtech Solutions, Dallas, Texas	271
Bluefin, LLC, Greenwood Village, Colorado	271
Walker Restoration Consultants, Dallas, Texas	270
Wiss Janney Elster Associates, Irving, Texas	269

Texas Government Code, Chapter 2254, prohibits municipalities from selecting a provider of professional services on the basis of competitive bids, and requires municipalities to award the contract on the basis of demonstrated competence and qualifications. In procuring architectural, engineering, or land surveying services, municipalities are required to first select the most highly qualified provider of services on the basis of demonstrated competence and qualifications, and then to attempt to negotiate with that provider, a contract at a fair and reasonable price.

The proposed contract will consist of three services: Schedule A - Building Envelope Analysis and Reporting; Schedule B - Schematic Design, Design Development, Construction Documents, Bidding and Construction Management; and Schedule C - Schematic Design, Design Development, Construction Documents and Construction Management.

Fiscal Impact

Funding for this project will come from the requesting department's budget.
The amount of each contract will be determined by the scopes indicated above.
Schedule A: $0.05 per facility square footage (minimum of $1,200)
Schedule B: 6.0% of the waterproofing or roofing contract awarded to the successful contractor
Schedule C: Services will be billed at the rates included in Schedule of Fees.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Wesley Everett, Director of Facilities Management

Attachments

Resolution
Agreement
Project Summary

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. 15640 for facilities envelope consulting services as per RFQ 21-15640-MA, by and between the City of Lubbock and Chapman Harvey Architects, Inc., of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.PSA-No. 15640 – Facilities envelope svs.
06.29.21

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 15640 is entered into this ___ day of _____, 2021 is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Chapman Harvey Architects, Inc, (the" Architect"), a Texas corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Architect to provide professional services for Facilities Envelope Consulting Services, (the "Activities"); and

WHEREAS, the Architect has a professional staff experienced and is qualified to provide professional Architecting 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 Architect to be a fair and reasonable price; and

WHEREAS, the City desires to contract with the Architect to provide professional services related to the Activities, and Architect 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 Architect 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 one (1) year with four (4) additional one (1) year extensions, at the option of the City.

ARTICLE II. SERVICES AND COMPENSATION

A. The Architect shall conduct all services, and within such timeframes, as set forth on Exhibit "A", attached hereto (the "Services") on as-needed basis.

B. The Architect shall receive as consideration for the performance of the Services, as set forth in Exhibit "B". The hourly rate schedule shall be adjusted each January to reflect a cost of living adjustment, and the Architect shall submit its request to Purchasing and Contract Management Department for said adjustment.

C. ARTICLE III. TERMINATION

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

B. Termination and Remedies. In the event the Architect 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. ACKNOWLDEGEMENTS

A. Existence. The Architect 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 Architect 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 Architect. This Agreement constitutes legal, valid, and binding obligations of the Architect and is enforceable in accordance with the terms thereof.

D. Architect. The Architect 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 Architect 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 Architect acknowledges warrants that any materials provided by the Architect 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 Architect shall be solely responsible for ensuring that any materials provided by the Architect pursuant to this Agreement satisfy this requirement and the Architect agrees to indemnify and hold City harmless from damages and expenses caused to City or to which City is exposed on account of the Architect's failure to perform this duty.

ARTICLE VI. SCOPE OF WORK

The Architect 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 Architect and the City agree that the Architect 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 Architect 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 Architect and the Architect'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 Architect 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 Architect 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 Architect 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: $1,000,000

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 Architect shall further cause any approved subcontractor or sub-consultant to procure and carry, during the term of this Agreement, the insurance coverage required of Architect 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 Architect 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 Architect shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, the Architect 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 Architect maintains said coverage. The Architect 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 Architect fails to maintain the required insurance in full force and effect, the Architect 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 continuously renewed and the Architect shall maintain retroactive coverage prior to the beginning of services under this agreement and shall be maintained for 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 Architect may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of Architect, as set forth on Exhibit "A", attached hereto, under this Agreement, provided that the City approves the retaining of Sub-consultants. The Architect is at all times responsible to the City to perform the Services as provided in this Agreement and the Architect 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 Architect shall be required by the Architect to carry, for the protection and benefit of the City and the Architect and naming said third parties as additional insureds, insurance as described above required to be carried by the Architect in this Agreement.

The Architect acknowledges 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 Architect 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 ARCHITECT 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 ARCHITECT, 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 Architect 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 Architect to the City or the City to the Architect 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. Architect's Address. The Architect's address and numbers for the purposes of notice are:

Chapman Harvey Architects, Inc.
Marc Chapman
612 Broadway
Lubbock, Texas 79401
Telephone: 806-749-1153
Email: mchapman@chapmanharvey.com

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

Wesley Everett
Director of Facilities Management
City of Lubbock
P.0. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Email: weverett@mylubbock.us
Telephone: 806-775-2275

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 Architect non-confidential studies, reports and other available data in the possession of the City pertinent to the Architect's Services, so long as the City is entitled to rely on such studies, reports and other data for the performance of the Architect's Services under this Agreement (the "Provided Data"). The Architect 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 Architect 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 Architect's books and records with respect to this Agreement between the Architect and the City.

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

D. Assignability. The Architect 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 Architect, and in the case of the City, its respective successors, legal representatives, and assigns, and in the case of the Architect, 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 Architect and the City.

I. Entire Agreement. This Agreement, including Exhibits "A" through "B" attached hereto, contains the entire agreement between the City and the Architect, 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 Architect and the City.

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

L. Notice of Waiver. A waiver by either the City or the Architect 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 Architect.

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 Architect 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.

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:

Wesley Everett, Director of Facilities Management

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Chapman Harvey Architects, Inc.

By: _____
Marc Chapman, Vice President

SCHEDULE A – BUILDING ENVELOPE ANALYSIS

A. Interior and exterior visual examination of roof-related sheet metal, parapets, copings, flashings, roof mat, deck system, and penetrations and/or projections through the roof system.
B. Cross-section analysis of core samples of the roof membrane.
C. Analysis of insulation and topside of deck system at core areas.
D. Moisture meter readings of insulation and/or membrane as required.
E. Bitumen chemical analysis if applicable.
F. Establish roof priorities if applicable.

Building Envelope Analysis Report (written and oral presentation)
A. Existing Conditions
B. Recommendations
C. Budget Cost Estimate
D. Existing Condition Photographs
E. Roof Plan

Total for Schedule A: $ .05 per square foot with a minimum charge of $1,200.00 per Building.

SCHEDULE B – FULL SERVICE

SCHEMATIC DESIGN- PHASE 1-15%
A. Perform building evaluation and establishment of the Scope of Work.
B. Identify areas of concern for the new work as well as the existing conditions.
C. Establish tie-in options and weather tightness of the existing facility during demolition.
D. Provide preliminary drawings and or sketches.

DESIGN DEVELOPMENT- PHASE 2 –20%
A. Development of preliminary drawings, including the following:
    1. Roof Plans
    2. Roof details
    3. Unusual and difficult transitions between walls and roof elements
B. Define major waterproofing elements
C. Define the roofing and waterproofing specifications

CONSTRUCTION DOCUMENT- PHASE 3 –30%
A. Preparation of the construction documents, including the following:
    1. Specifications and establishment of the Scope of Work
    2. Compile and print Bid Package and General Conditions
    3. Roof Plans
    4. Roof Details
    5. Unusual and difficult transitions between walls and roof elements
    6. Waterproofing details
B. Provide review of architectural drawings for flashing and moisture conflicts including the following:
    1. Wall Sections
    2. Exterior Elevations
    3. Parapet Details
    4. Plans Details
    5. Door and Window Details

C. Finalize the project specifications for the roofing and waterproofing sections of the project manual.

BIDDING - PHASE 4 – 5%

A. Assist in notification to the construction community.
B. Assist at pre-proposal and/or proposal conference.
C. Cooperative evaluation and selection of successful bidder.

CONSTRUCTION • PHASE 5 - 30%

A. Perform submittal review.
B. Assist at and/or conduct preconstruction and pre-installation meetings.
C. On site observations of work (two hours per week maximum).
D. Monthly progress payment request review.
E. Final observations and progress payment request review. F.
Maintain photo manifest of work in place.
G. Provide daily observation reports of each visit to Owner.

Total for Schedule B: 6% of Waterproofing or Roofing contract awarded to successful contractor.

SCHEDULE C – PARTIAL DESIGN AND CONSTRUCTION

ADMINISTRATION SCHEMATIC DESIGN- PHASE 1

A. Perform building evaluation and establishment of the Scope of Work.
B. Identify areas of concern for the new work as well as the existing conditions.
C. Establish tie-in options and weather tightness of the existing facility during demolition.

DESIGN DEVELOPMENT- PHASE 2

A. Review of preliminary drawings, including the following:
    1. Roof Plans
    2. Roof details
    3. Unusual and difficult transitions between walls and roof elements
B. Define major waterproofing elements
C. Define the roofing and waterproofing specifications

CONSTRUCTION DOCUMENT - PHASE 3

A. Provide review of architectural drawings for flashing and moisture conflicts including the following:
    1. Wall Sections
    2. Exterior Elevations
    3. Parapet Details
    4. Plans Details
    5. Door and Window Details

CONSTRUCTION- PHASE 4

A. Perform submittal review.
B Assist at and/or conduct pre-construction and pre-installation meetings.
C. On-site observations of work (two hours per week maximum).
D. Monthly progress payment request review.
E. Final observations and progress payment request review.

F. Maintain photo manifest of work in place.
G. Provide daily observation reports of each visit to Owner.

Total for Schedule C: Services will be billed at the rates on the Exhibit B Schedule of Fees

QUALITY ASSURANCE INSPECTOR

A. Additional visits over and above the two (2) hour on site weekly visit as described in Schedule C, shall be $65.00 hour.

B. Full-time Quality Assurance Inspector shall be $65.00 per hour, plus reimbursable expenses, based on one eight hour work day.

REIMBURSABLE EXPENSES

Upon submission of invoices and support documentation, City of Lubbock shall reimburse

A. **Special reproductions as required.**

PAYMENTS TERMS

Phases 1-4 for Schedule 8 & C will be invoiced at the completion of Phase 4 for 70% of total billable amount. Balance due of 30% of totalbillable amount for Schedule 8 & C will be invoiced in monthly increments until completion of project.

Chapman Harvey Architects, Inc. shall receive payment within ten (10) days after receipt of invoice by City of Lubbock according to the aforementioned schedule of fees. Chapman Harvey Architects, provision of its services hereunder shall be within its discretion, as shall the hours and days to be worked.

EXHIBIT B

SCHEDULE OF RATES

January 1 through December 31, 2021

ChapmanHarvey
ARCHITECTS, INC.

HOURLY

Design Basic Services

Each project's Design Team includes the Client's Representative, the Architect, the MEP and Structural Engineers, and when applicable, the Client's pre-selected Contractor.
The Architect's and Engineer's basic services typically include a Schematic Design phase, a Design Development phase, a Construction Documents phase, a Bidding phase, and a Construction Administration phase. **Additional services** may include life cycle management, master planning, interior design, facility assessments, specialized consultants, acoustical design, model construction, graphic artwork, renderings, project videos, landscape design, irrigation consulting, handicap accessibility design, photography, and/or other tasks as assigned. **Additional services** shall be reimbursable expenses.

Personnel Classification / Rate Per Hour:

Principal	(registered architect)	$215.00
Design Architect	(registered staff architect)	$190.00
Intern Architect	(non-registered staff architect)	$145.00
Drafter	(non-degreed support staff)	$115.00
Clerical / Non-Technical	(non-technical support staff)	$95.00

Rates stated are for an 8:00 a.m. to 5:00 p.m., Monday through Friday work week. When a client request services during non-business hours, services are provided at a rate of time and a half, calculated at 1.5 times the stated rate.

Reimbursable Expenses:

Airfare	Meals	Hotel
Mileage	Auto Parking	Specialized Consultants
Photography	Postage/Shipping	Car Rental/Taxi
Photocopy Printing	Digital Printing	Artist Renderings
Model Construction	Graphic Artwork	Specialized Testing
Video Production	Computer Renderings	Soil Investigations

Chapman Harvey Architects, Inc. shall be reimbursed at the rate of 1.03 times the invoiced amount. The Client may authorize other reimbursable expenses as the project develops. The Client's Representative shall provide written authorization to add reimbursable items to the executed agreement prior to the Architect performing these tasks. Appropriate invoices and supporting documentation shall accompany invoicing for all reimbursable expenses.

Monthly Invoices:

Chapman Harvey Architects, Inc. invoices the first of each month for services provided during the previous month. Invoiced amounts are due upon receipt. To avoid finance charges, invoiced amounts must be received in Chapman Harvey Architect's office within twenty-one days of the invoice date. Finance Charges are computed at the maximum periodic rate allowed by Texas law; 18% to 24% annually. At CHA's discretion, accounts must be paid in full prior to the release of any project documents for which fees and reimbursable expenses are due.

612 Broadway
Lubbock, Texas 79401
806.749.1153 fax 749.1866
architect@chapmanharvey.com

Purchasing and Contract Management

Project Summary
RFQ 21-15640-MA
Facilities Envelope Consulting Services

Notice was published on the Purchasing Web Site under Bid Opportunities
Notice was published on BidSync.com from August 14, 2020 thru August 28, 2020
46 viewed using BidSync.com
15 firms downloaded the documents.
7 firms were notified separately.
6 submitted a bid.

Regular City Council Meeting **6. 16.**

Meeting Date: 07/27/2021

Information

Agenda Item

Resolution - Facilities Management: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Contract 15668 with Officewise Commercial Interiors, LLC, for the purchase of furniture, fixtures, and equipment for the Three Police Patrol Division Stations.

Item Summary

This amendment to the contract reflects the changes made to the Bid Form, due to the unavailability of some of the items on the Original Bid Form for furniture, fixtures, and equipment (FF&E), for the three Police Patrol Division Stations currently under construction. The necessary changes increase the original agreement amount of $725,223.72, by an additional $12,125.13, to a total of $737,348.85. The Patrol Division Stations are located at 1901 East 19th Street, 14005 Indiana Avenue, and 5910 Erskine Street in Lubbock, Lubbock County, Texas.

Fiscal Impact

The cost associated with this amendment is $12,125.13 and is funded in Capital Improvement Project No. 92551, Public Safety Improvement Project.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Wesley Everett, Director of Facilities Management

Attachments

Resolution 15668 Amendment 1
Contract Amendment - Officewise
CIP 92551 Budget Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to Contract No. 15668 for Police Department Substations Furniture, by and between the City of Lubbock and Officewise Commercial Interiors, LLC, of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.Amend.1 Contract 15668_Officewise
07.08.21

AMENDMENT 1

TO AGREEMENT BETWEEN THE CITY OF LUBBOCK

AND

OFFICEWISE COMMERCIAL INTERIORS, LLC

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT, Contract No. 15668 dated and entered into the 13th day of April, 2021 by and between the City of Lubbock ("City") and Officewise Commercial Interiors, LLC (Contractor) of Lubbock, Texas.

The Contractor entered into the Agreement with the City to provide the police substations furniture per RFP 21-15668-TF.

Amendment No. 1 increases the original Agreement amount of $725,223.72 by an additional $12,125.13 with the expiration date of the Agreement remaining as originally stated.

The new contract amount will be $737,348.85 in accordance the revised bid form attached as Exhibit A and incorporated herein.

All other portions of the original Agreement terms and conditions shall remain in place and are not altered by this amendment.

IN WITNESS HEREOF, the parties have executed this Amendment as of this____ day of _____, 2021.

CITY OF LUBBOCK

_____
Daniel M. Pope, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

CONTRACTOR

BY _____
Authorized Representative
Officewise Commercial Interiors, LLC
1301 13th
Lubbock, Texas 79401

APPROVED AS TO CONTENT:

_____
Wesley D. Everett, Director of Facilities Management

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

Amendment No. 1

EXHIBIT C

City of Lubbock, TX
RFP 21-15668-TF
Police Department Substations
Furniture
Best and Final Offer

Companies shall provide pricing based on the requirements and terms set forth in this RFP. Pricing must be all-inclusive and cover every aspect of the Project. Cost must be in United States dollars. **Furniture:** Company must identify the manufacturer's list price number and date. Company must insert the fixed percentage discount of the manufacturer's list price for each delivery and installation option in the table below:

(To be completed and returned with Proposal)
Fix (%) Percentage Discount off of Manufacture's List Price

ITEM	QTY (+/-) (a)	UOM	DESCRIPTION	*Verifiable Manufacturer's List Price Number/Date*	Manufacturer	Discount Percentage (%)	Unit Cost	Extended Cost
C-01	3	EA	Lounge Chair	2,430.00	ERG	47.05%	1286.47	3859.41
C-02	10	EA	Stack Chair with Sled Base	344.00	KI	46.00%	185.76	1,857.60
C-03	4	EA	Task Chair with Arms & Mid Back	802.00	HON	54%	368.92	1475.68
C-04	10	EA	Guest Chair with Arms	1314.00	ERG	47.05%	695.65	6,956.50
C-05	4	EA	Task Chair, no Arms	696.00	Herman Miller	52.09%	333.41	1.333.64
C-06	6	EA	Task Stool, no Arms	825.00	Herman Miller	52.09%	395.21	2371.26
C-07	8	EA	Stack Chair with Sled Base	207.00	KI	46%	111.78	894.24
C-08	14	EA	Executive Task Chair with Arms & High Back	1125.00	HON	54%	525.45	7,356.30
C-09	48	EA	Stack Chair with Sled Base	341.00	KI	46%	184.14	~~9022.56~~ $8,838.72
C-10	1	EA	Recliner Bed	6,140.00	Nemschoff	50.235%	3055.55	3055.55
C-11	8	EA	Outdoor Cafe Chair, no Arms		LandscapeForms		751.76	6014.08
C-12	2	EA	Lounge Chair with Arms	2222.00	ERG	47.05%	1,176.35	2.352.70
C-13	16	EA	Task Chair with Arms	894.00	Herman Miller	52.09%	428.26	6,852.16

ITEM	QTY (+/-) (a)	UOM	DESCRIPTION	*Verifiable Manufacturer's List Price Number/Date*	Manufacturer	Discount Percentage (%)	Unit Cost	Extended Cost
C-14	1	EA	Transport Cart for C-09 (Community 105)	422.00	KI	46.00%	227.88	227.88
T-01	2	EA	Oval Occasional Table	2360.00	ERG	47.05%	1249.41	2498.82
T-02	1	EA	D-Shape Table	1034.00	KI	46%	558.36	558.36
T-03	3	EA	Rectangle Table with Plate Base	1349.00	SPEC	46%	728.47	2185.41
T-04	4	EA	Square Cafe Table	719.00	ERG	47.05%	380.65	1522.60
T-05	1	EA	Conference Table with Power/Data	14,477.00	National	57.36	6,171.77	6,171.77
T-06	1	EA	Round Meeting Table	2434.00	National	57.36	1,037.65	1037.65
T-07	12	EA	Meeting Tables, Fixed	1974.50	KI	46.0	1066.23	12,794.76
T-08	1	EA	Upholstered Table with Laminate Top	2502.00	ERG	47.05	1324.59	1324.59
T-09	4	EA	Outdoor Cafe Tables		Landscape Forms		1810.59	7,242.36
T-10	1	EA	Square Occasional Table	3304.00	ERG	47.05	1749.18	1749.18
T-11	12	EA	Meeting Table with Casters	1647.00	KI	46.0	989.38	10,672.56
WK-01	1	EA	U-Shaped Desk with Wardrobe & Wall Cabinets	9,245.00 ~~15,050.00~~	National	57.36	5,265.32 ~~6,416.04~~	5,265.32 ~~6,416.04~~
WK-02	1	EA	Desk and Credenza	7,888.00 ~~7,088.00~~	National	57.36	3,326.76 ~~3,277.50~~	3,326.76 ~~3,277.50~~
WK-03	2	EA	L-Shaped Desk with Hutch	5,652/00 ~~18,832.00~~	National	57.36	3,326.76 4,014.16	3,326.76 4,014.16
WK-04	1	EA	U-Shaped Desk with Wardrobes and Wall Cabinets	11,328.00 ~~18,011.00~~	National	57.36	6,451.65 ~~7,934.17~~	6,451/65 ~~7,934.17~~
WK-05	1	EA	Reception Desk with Return & Mobile Pedestal		HLF		6,147.06	6,147.06
WK-06	1	EA	U-Shaped Desk with Wardrobe & Wall Cabinets	9,245.00 ~~15,050.00~~	National	57.36	5,265.32 ~~6,416.04~~	5,265.32 ~~6,416.04~~

ITEM	QTY (+/-) (a)	UOM	DESCRIPTION	*Verifiable Manufacturer's List Price Number/Date*	Manufacturer	Discount Percentage (%)	Unit Cost	Extended Cost
WK-07	N/A	N/A	Not Used					
WK-08	1	EA	U-Shaped Desk with Wardrobes & Wall Cabinets	13,562.00 ~~22,647.00~~	National	57.36	7,723.98 ~~9,654.78~~	7,723.98 ~~9,654.78~~
WK-09	1	EA	Adjustable Height Work Table	4,642.00	SWIFTSPACE	47.05	2,457.53	2,457.53
WK-10	6	EA	Benching System	11,555.46 ~~8,376.72~~	Herman Miller	66.63	3,585.52 ~~2,794.76~~	21,513.12 ~~16,768.58~~
WK-11	5	EA	Benching System	11,555.46 ~~8,376.72~~	Herman Miller	66.63	3,585.52 ~~2,794.76~~	17,927.60 ~~13,973.80~~
WK-12	1	EA	Benching System	11,555.46 ~~11,415.00~~	Herman Miller	65.98	3,585.22 ~~3882.65~~	3,585.22 ~~3882.65~~
WK-13	2	EA	Benching System	8,501.00 ~~9,337.00~~	Herman Miller	64.17	3,387.45 ~~3,344.98~~	6,774.90 ~~6,689.96~~
WK-14	1	EA	Lateral File	2066.00	National	57.36	880.77	880.77
WK-15	1	EA	Benching System	11,555.46 ~~8,038.00~~	Herman Miller	66.57	3,585.52 ~~2,686.45~~	3,585.52 ~~2,686.45~~
WK-16	1	EA	Custom Desk Configuration	14,468.00 ~~15,857.00~~	National	57.36	8,239.99 ~~6,760.08~~	8,239.99 ~~6,760.08~~
WK-17	1	EA	Credenza	3,463.00	National	57.36	1,476.32	1476.32
B-01	2	EA	Bench	2,665.00	ERG	47%	1410.88	2821.76
L-01	1	EA	Lounge Two Seat	2,586.00	National	57.36	1,102.46	1,102.46
L-02	1	EA	Lounge Corner	2,382.00	National	57.36	1,015.49	1,015.49
L-03	1	EA	Lounge Bench One Seat	1,455.00	National	57.36	620.29	620.29
L-04	2	EA	Ottoman	716.00	National	57.36	$305.24	610 48
EQ-01	2	EA	Concept 2 Rower, Model D	1499.00	stairmaster	25	1410 59	2821.18
EQ-02	2	EA	Treadmill	~~4999.00~~	~~Spirit~~	25	~~4704.71~~	~~9,409.42~~
				6,999.00	CT900		4,734.03	9,468.06

ITEM	QTY (+/-) (a)	UOM	DESCRIPTION	*Verifiable Manufacturer's List Price Number/Date*	Manufacturer	Discount Percentage (%)	Unit Cost	Extended Cost
EQ-03	1	EA	Airdyne Pro	1895.00	SCHWINN	5.88	1528.24	1528.24
EQ-04	1	EA	Dumbell Rack	638.00	Hoist	5.58	602.33	602.33
EQ-05	1	EA	Adjustable Bench	799.00	HOIST	5.9	751.76	751.76
EQ-06	1	EA	Vertical Plate Tree		Vertical	5.6	204.75	204.75
EQ-07	1	EA	Rogue Wall Mount Rig	4,140.00	Torque	43.95	1565.34	1565.34
EQ-08	1	EA	Barbell Holder		Rogue		138.49	138.49
EQ-09	1	EA	Storage System		Rogue		507.27	507.27
EQ-10	1	EA	Rubber Hex Dumbell Set		Rogue		3975.00	3,975.00
EQ-11	1	EA	Bumper Plate Set		Rogue		596.50	596.50
EQ-12	1	EA	Medicine Balls, set of sizes 10lb, 14lb, 20lb		Rogue		287.50	287.50
EQ-13	4	EA	Men's Barbell		FRINGE		296.59	~~1183.36~~ $1,186.36
EQ-14	1	EA	Timer with Remote		FRINGE		158.18	158.18
EQ-15	1	EA	Slam Balls, set of sizes 10lb, 15lb, 20lb, 25lb, 30lb		Rogue		255.63	255.63
Subtotal (Items C-01 to EQ-15)					PLUS FREIGHT $ 6,929.00		$243,812.39	$ ~~242,253.33~~ 245,782.95
Overall Total (Subtotal X 3)							$731,437.17	$ ~~726,759.99~~ 737,348.85

Additional Services and Solutions: Company must insert the fixed monthly rate for storage in the table below:

Additional Services & Solutions	*Monthly Rate*
Storage	$ 550.00

Overall Increase Amount
$6,213.98

ITEM	QTY (+/-) (a)	UOM	DESCRIPTION	*Verifiable Manufacturer's List Price Number/Date*	Manufacturer	Discount Percentage (%)	Unit Cost	Extended Cost
EQ-03	1	EA	Airdyne Pro	1895.00	SCHWINN	5.88	1528.24	1528.24
EQ-04	1	EA	Dumbell Rack	638.00	Hoist	5.58	602.33	602.33
EQ-05	1	EA	Adjustable Bench	799.00	HOIST	5.9	751.76	751.76
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EQ-08	1	EA	Barbell Holder		Rogue		138.49	138.49
EQ-09	1	EA	Storage System		Rogue		507.27	507.27
EQ-10	1	EA	Rubber Hex Dumbell Set		Rogue		3975.00	3,975.00
EQ-11	1	EA	Bumper Plate Set		Rogue		596.50	596.50
EQ-12	1	EA	Medicine Balls, set of sizes 10lb, 14lb, 20lb		Rogue		287.50	287.50
EQ-13	4	EA	Men's Barbell		FRINGE		296.59	~~1183.36~~ $1,186.36
EQ-14	1	EA	Timer with Remote		FRINGE		158.18	158.18
EQ-15	1	EA	Slam Balls, set of sizes 10lb, 15lb, 20lb, 25lb, 30lb		Rogue		255.63	255.63
Subtotal (Items C-01 to EQ-15)					PLUS FREIGHT $ 6,929.00		$	245,782.95
Overall Total (Subtotal X 3)							$	737,348.85

Additional Services and Solutions: Company must insert the fixed monthly rate for storage in the table below:

Additional Services & Solutions	*Monthly Rate*
Storage	$ 550.00

City of Lubbock, TX
Capital Project
Project Cost Detail
July 27, 2021

Capital Project Number: 92551
Capital Project Name: Public Safety Improvements Project

	Headquarters	East Substation	North Substation	South Substation	Evidence Warehouse	Municipal Courts	Total
	92551.10000	92551.20000	92551.30000	92551.40000	92551.50000	92551.60000	
Encumbered/Expended							
Advertising	1,323	1,449	-	-	-	177	2,949
Acquisition/Title Co.	16,332	670	432,730	-	-	-	449,732
Temporary Construction	-	7,650	-	85	394	-	8,129
Archaeology Survey	-	975	-	-	910	-	1,885
Miscellaneous Charges	-	3,141	15,391	19,856	726	367	39,481
MWM Contract #13951	-	685,820	315,919	299,114	-	-	1,300,853
PSC Contract #14153	1,812,289	-	-	-	-	-	1,812,289
Hugo Reed - Survey	3,500	-	-	-	7,500	7,500	18,500
Phase I Assessment	3,000	-	-	-	2,150	-	5,150
Geotechnical Report	-	-	-	-	11,535	-	11,535
FFA Contract #14079	-	-	-	-	-	-	-
TEI Contract #14163	-	-	-	-	-	-	-
RSA Contract #14190	-	-	-	-	-	619,380	619,380
PSC Contract #14153 Amendment 1	66,500	-	-	-	-	-	66,500
FF&E	2,883	-	-	-	-	-	2,883
Lee Lewis Contract #14224	-	5,911,358	5,741,888	6,255,031	-	-	17,908,277
RSA Contract #14190 Amendment 1	-	-	-	-	-	16,250	16,250
Lee Lewis Contract #15202 Amendment #1	-	-	-	-	-	4,415,200	4,415,200
Officewise Contract #15668 FF&E	-	241,741	241,741	241,741	-	-	725,224
PD Substation FF&E State Coop Contract	-	6,691	6,691	6,691	-	-	20,072
Lee Lewis Contract #15789	15,800,000	-	-	-	-	-	15,800,000
Testing Lab Services	-	-	-	-	-	24,999	24,999
Technology & Communications	-	1,653	-	-	-	-	1,653
Relocation Services	-	4,170	4,170	4,170	-	-	12,510
Agenda Item July 27, 2021							
Officewise Contract 15668 FF&E Amendment #1	-	4,042	4,042	4,042	-	-	12,125
Encumbered/Expended To Date	17,705,827	6,865,318	6,758,530	6,826,688	23,215	5,083,874	43,263,451
Estimated Costs for Remaining Appropriation							
Communications, Technology, Move, FFE, etc.	12,618,549						
Remaining Appropriation	12,618,549						
Total Appropriation	$ 55,882,000						

Regular City Council Meeting **6. 17.**

Meeting Date: 07/27/2021

Information

Agenda Item

Resolution - Facilities Management: Consider a resolution authorizing the Mayor to execute Contract 15857, with MWM Architects, Inc., for remaining construction administration professional services for the Three Police Patrol Division Stations.

Item Summary

This $77,171.97 contract includes remaining construction administration professional services and any reimbursable expenses, related to construction of the 3 Police Patrol Division Stations located at 1901 East 19th Street, 14005 Indiana Avenue, and 5910 Erskine Street.

Fiscal Impact

The contract cost of $77,171.97 is funded in Capital Improvement Project 92551, Public Safety Improvements Project.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Wesley Everett, Director of Facilities Management

Attachments

Resolution MWM 15857
Contract 15857 MWM
92551 Budget Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Professional Services Agreement No. 15857 for the remaining construction administration services for the Public Safety Improvement Project of 3 Police Substations, by and between the City of Lubbock and MWM Architects, 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:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.PSA-No.15857 – Police Stations_MWM
07.12.21

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No.15857 is entered into this _____ day of July, 2021, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and MWM Architects, Inc. (the "Architect"), a Texas corporation.

WITNESSETH

WHEREAS, the City desires to contract with the Architect to provide remaining construction administration professional services for Public Safety Improvement Project, Three (3) Police Substations located on three (3) different sites (the "Activities"); and

WHEREAS, the Architect 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 Architect to be a fair and reasonable price; and

WHEREAS, the City desires to contract with the Architect to provide professional services related to the Activities, and Architect 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 Architect 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 one hundred eighty (180) consecutive days or the completion of the Activities, whichever shall occur first.

ARTICLE II. SERVICES AND COMPENSATION

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

B. The Architect shall receive as consideration to be paid for the performance of the Services, in an amount not to exceed Seventy-Seven Thousand One Hundred Seventy-One and 97/100 Dollars ($77,171.97), as set forth in Exhibit "A".

ARTICLE III. TERMINATION

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

B. Termination and Remedies. In the event the Architect 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 Architect 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 Architect 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 Architect. This Agreement constitutes legal, valid, and binding obligations of the Architect and is enforceable in accordance with the terms thereof.

D. Architect. The Architect 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 Architect 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 Architect warrants to the best of their information, knowledge and belief that any materials provided by the Architect 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 Architect shall be solely responsible for ensuring that any materials provided by the Architect pursuant to this Agreement satisfy this requirement and the Architect 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 Architect's failure to perform this duty.

ARTICLE VI. SCOPE OF WORK

The Architect 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 Architect and the City agree that the Architect 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 Architect 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 Architect and the Architect'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 Architect 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 Architect 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 Architect 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: $1,000,000

Automobile Liability:

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

Employer's Liability:

Per Occurrence Single Limit: $1,000,000

The Architect shall further cause any approved subcontractor or sub-consultant to procure and carry, during the term of this Agreement, the insurance coverage required of the Architect 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 Architect 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

Architect shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, the Architect 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 Architect maintains said coverage. The Architect 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 Architect fails to maintain the required insurance in full force and effect, the Architect 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 Architect'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 Architect may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of the Architect, as set forth on Exhibit "A", attached hereto, under this Agreement, provided that the City approves the retaining of Sub-consultants. The Architect is at all times responsible to the City to perform the Services as provided in this Agreement and the Architect 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 Architect shall be required by the Architect to carry, for the protection and benefit of the City and the Architect and naming said third parties as additional insureds, insurance as described above required to be carried by the Architect in this Agreement.

The Architect 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 Architect 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 ARCHITECT SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, AND EMPLOYEES FROM SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, REASONABLE EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE 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 ARCHITECT, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS CONTRACT AND/OR THE USE OR OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

The Architect 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 currently in effect at the time of this Agreement.

ARTICLE XIII. NOTICE

A. General. Whenever notice from the Architect to the City or the City to the Architect 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. Architect's Address. The Architect's address and numbers for the purposes of notice are:

MWM Architects, Inc.
Stephen L. Faulk – Vice President
2022 Broadway Avenue
Lubbock, Texas 79401
Telephone: 806.745.7707
Facsimile: 806.745.7620

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

City of Lubbock
Wes Everett – Director Facilities Management
P.0. Box 2000
1625 13th Street
Lubbock, Texas 79457
Telephone: 806.775.2275

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 Architect non-confidential studies, reports and other available data in the possession of the City pertinent to the Architect's Services, so long as the City is entitled to rely on such studies, reports and other data for the performance of the Architect's Services under this Agreement (the "Provided Data"). The Architect 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 Contract 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 Architect 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 Architect's books and records with respect to this Agreement between the Architect and the City.

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

D. Assignability. The Architect 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 Architect, and in the case of the City, its respective successors, legal representatives, and assigns, and in the case of the Architect, 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 Architect and the City.

I. Entire Agreement. This Agreement, including Exhibits "A" attached hereto, contains the entire agreement between the City and the Architect, 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 Architect and the City.

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

L. Notice of Waiver. A waiver by either the City or the Architect 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 Architect.

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 Architect 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. No Boycott of Israel. The Architect warrants that it complies with Chapter 2270, Subtitle F, Title 10 of the Texas Government Code by verifying that:

(1) The Architect does not boycott Israel; and

(2) The Architect will not boycott Israel during the term of the Agreement.

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:

Wesley B. Everett, Director of Facilities Management

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Firm

MWM ARCHITECTS, INC.

By:

Stephen L. Faulk,
Vice President

EXHIBIT "A"

MWM architects

June 8, 2021

Mr. Wesley Everett
Director of Facilities Management
City of Lubbock
1625 13th Street
Lubbock, Texas 79401

Re: Design Services for Three Police Substations located in Lubbock, Texas.

Dear Mr. Everett:

MWM Architects, Inc. is pleased to submit its Proposal to provide and extend it's Design Services for Three (3) Police Substation located on three (3) separate 4 acre+ sites, located in Lubbock, Texas. Basic Design Services (as described below) shall include normal Architectural and Structural Design Services. The Mechanical, Electrical and Plumbing Engineering Services shall be provided by our Mechanical, Electrical and Plumbing Engineering Consultants and shall be part of our Basic Services. Basic Services include the following Phases of our Work:

EAST SITE

SCHEMATIC DESIGN PHASE – COMPLETED

DESIGN DEVELOPMENT PHASE - COMPLETED

CONSTRUCTION DOCUMENTS PHASE - COMPLETED

BIDDING OR NEGOTIATION PHASE - COMPLETED

CONSTRUCTION PHASE – ADMINISTRATION OF THE CONSTRUCTION CONTRACT – ON - GOING

The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents, The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work since these are solely the Contractor's rights and responsibilities under the Contract Documents.

MWM Architects, Inc.
2022 Broadway
Lubbock, Texas 79401
Phone (806)745-7707
Fax (806)745-7620

Stephen L. Faulk, AIA
Melanie P. Meixner, AIA
Jason R. Moore, AIA
Joel P. Robinett, P.E.

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Texas Board of Architectural Examiners P.O. Box 12337 Austin, TX 78711-2337 Telephone: (512)305-9000 Fax: (512) 305-8900

The Architect shall review and certify the amounts due the Contractor and shall issue certificates for payment in such amounts in accordance with the Contract Documents.

The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the Intent of the Contract Documents.

The Architect shall assist the Owner's Commissioning Agent with their Agent's commissioning activities.

The Architect shall provide a Warranty Punch List Walk-thru at approximately eleven (11) months after the Date of Substantial Completion.

SOUTH SITE

DESIGN PHASE - COMPLETED

CONSTRUCTION DOCUMENTS PHASE - COMPLETED

BIDDING OR NEGOTIATION PHASE - COMPLETED

CONSTRUCTION PHASE – ADMINISTRATION OF THE CONSTRUCTION CONTRACT – ON - GOING

The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents, The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work since these are solely the Contractor's rights and responsibilities under the Contract Documents.

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NORTH SITE

DESIGN PHASE - COMPLETED

CONSTRUCTION DOCUMENTS PHASE - COMPLETED

BIDDING OR NEGOTIATION PHASE - COMPLETED

CONSTRUCTION PHASE -- ADMINISTRATION OF THE CONSTRUCTION CONTRACT – ON - GOING

The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents, The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work since these are solely the Contractor's rights and responsibilities under the Contract Documents.

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The Architect shall provide a Warranty Punch List Walk-thru at approximately eleven (11) months after the Date of Substantial Completion.

USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

Drawings, Specifications and other Documents, including those in electronic form, prepared by the Architect and the Architect's Consultants are Instruments of Service for use solely with respect to this Project.

The Architect and their Consultants shall be deemed the Authors and Owners of their respective Instruments of Service for the above reference Project and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service for the above referenced Projects to meet official regulatory requirements or for any similar purposes in connection with those referenced Projects shall not be construed as publication in derogation of the reserved rights of The Architect and their Consultants.

Upon execution of this Agreement, the Architect grants to the Owner the first nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's Consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven (7) calendar days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes for completing, using and maintaining the Project.

Except for the licenses granted elsewhere in this Proposal, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by the first granted license. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project shall not be construed as publication in derogation of the reserved rights of the Architect and the Architect's Consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other future projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's Consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's Consultants.

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MWM architects

Prior to the Architect providing to the Owner any Instruments of Service in electronic form, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

The Texas Board of Architectural Examiners, P. O. Box 12337, Austin, Texas, 78711-2337; 512-305-9000, has jurisdiction over individuals licensed under Article 249a Vernon's Texas Civil Statutes, Regulation of the Practice of Architecture.

Our Basic Service Fee for the Design Work is as follows:

EAST SUBSTATION	
Architectural Fee (including structural & MEP)	$488,000.00
FF&E Fee	$22,000.00
Survery/Platting/Zoning, Municipal Improvements, Site Civil, Bidding/CA (does not include off-plat easements) *	$102,500.00
Geotechnical	$ 8,000.00
Landscape Architecture	$ 25,000.00
IT/AV/Security	$ 45,000.00
Reimbursable Expenses	$ 22,820.00****
TOTAL EAST FEE	$713,320.00
PAID TO DATE	$685,820.11
FEE & REIMBURSABLES REMAINING	$ 27,499.89

SOUTH SUBSTATION	
Construction Administration	$ 90,000.00
Architectural Design Site Adapt	$ 50,000.00
Structural Adapt	$ 15,000.00
MEP Adapt	$ 25,000.00
Survery/Platting/Zoning, Municipal Improvements, Site Civil, Bidding/CA (does not include off-plat easements) **	$ 96,200.00
Geotechnical	$ 8,000.00
Landscape Design Site Adapt	$ 20,000.00
IT/AV/Security Adapt	$ 12,500.00
Reimbursable Expenses	$ 10,140.00****
TOTAL SOUTH FEE	$326,840.00
PAID TO DATE	$299,114.12
FEE & REIMBURSABLES REMAINING	$ 27,725.88

NORTH SUBSTATION

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Construction Administration	$ 90,000.00
Architectural Design Site Adapt	$ 50,000.00
Structural Adapt	$ 15,000.00
MEP Adapt	$ 25,000.00
Survery/Platting/Zoning, Municipal Improvements, Site Civil, Bidding/CA (does not include off-plat easements) **	$113,200.00 (allowance)***
Geotechnical	$ 8,000.00
Landscape Design Site Adapt	$ 20,000.00
IT/AV/Security Adapt	$ 12,500.00
Reimbursable Expenses	$ 4,165.00****
TOTAL NORTH FEE	$337,865.00
PAID TO DATE	$315,918.80
FEE & REIMBURSABLES REMAINING	$ 21,946.20
GRAND TOTAL OF FEES	$ 1,378,025.00*****
GRAND TOTAL FEES & REIMBURSABLES REMAINING	$ 77,171.97

* Exhibit B – Anticipated Hugo Reed Services for East 19th Street and MLK Boulevard ("East Site")
** Exhibit C – Anticipated Hugo Reed Services for the "South Site"
***This Allowance will be adjusted once the North Site is identified.
****This Reimbursable item includes the not to exceed Dewberry travel and the TAS Review and Inspection Fee. It does "not" include any City of Lubbock Fees Associated with the Municipal Improvements It does "not" include any Contract Document "Bid Set" printing as that expense shall be part of the CM@Risk Services.
*****Please understand that this Fee is a result of only knowing the approximate location of the South Site, not knowing the location of the North Site and the associated fees to "adapt" the design to those two (essentially) unknown sites and having to commit to a not to exceed fixed fee.

Even though MWM Architects, Inc. does "not" have any control over the construction time, it is anticipated that the Work could take some six hundred, sixty (660) calendar days to complete.

MWM's fee(s) does not include Reimbursable Expenses. Reimbursable Expenses shall not be incurred unless authorized by the Owner. Reimbursable expenses include, but are not limited to:

1. MWM Transportation in connection with the Project, authorized and/or Owner requested out-of-town travel and subsistence and electronic communications;
2. Fees paid for securing approval of authorities having jurisdiction over the Project other than TAS Fees;
3. Reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
4. Other Similar Direct Project-Related Expenditures.

All identification, removal and/or mitigation of any hazardous material associated with the Project shall be the Owner's responsibility and handled accordingly.

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MWM architects

Any work required that is not included under Basic Services or for changes or revisions to any previously approved design work shall be invoiced at hourly rates as follows:

MWM Architects, Inc.

Principal	$200.00/hr
Architects	$175.00/hr
Engineer	$175.00/hr
Engineer-In-Training	$90.00/hr
Architectural Intern	$90.00/hr
Clerical	$60.00/hr

Agnew Associates, Inc.

Principal	$170.00/hr
Senior Licensed Engineer	$145.00/hr
Licensed Engineer	$125.00/hr
Project Manager	$110.00/hr
Engineer	$100.00/hr
Design Personnel	$85.00/hr
Inspector	$55.00/hr
Support Personnel	$55.00/hr

Dewberry

Professional	
Principal	$280.00/hr
Architect I, II, III	$115.00/hr
Architect IV, V, VI	$165.00/hr
Architect VII, VIII, IX	$220.00/hr
Interior Designer I, II, III, IV	$150.00/hr
Engineer I, II, III	$125.00/hr
Engineer IV, V, VI	$175.00/hr
Engineer VII, VIII, IX	$225.00/hr
Other Professionals I, II, III	$120.00/hr
Other Professionals IV, V, VI	$165.00/hr
Other Professionals VII, VIII, IX	$225.00/hr
Technical	
Geographer/GIS I, II, III	$105.00/hr
Geographer/GIS IV, V, VI	$150.00/hr
Geographer/GIS VII, VIII, IX	$220.00/hr
Designer I, II, III	$135.00/hr
Designer IV, V, VI, VII	$205.00/hr
CADD Technician I, II, III, IV	$115.00/hr
Surveyor I, II, III	$80.00/hr
Surveyor IV, V, VI	$120.00/hr
Surveyor VII, VIII, IX	$185.00/hr
Other Technical I, II, III	$100.00/hr
Other Technical IV, V, VI	$150.00/hr
Construction	
Construction Professional I, II, III	$155.00/hr
Construction Professional IV, V, VI	$215.00/hr
Inspector I, II, III	$110.00/hr
Inspector IV, V, VI	$155.00/hr
Survey Field Crews	

Hugo Reed and Associates, Inc.

Professional Engineer – Officer	$200.00/hr
Engineering Project Manager	$180.00/hr
Professional Engineer – Senior	$170.00/hr
Professional Engineer	$145.00/hr
Engineer-in-Training	$110.00/hr
Engineering Intern	$88.00/hr
Registered Professional Land Surveyor-Officer	$200.00/hr
Licensed State Land Surveyor	$200.00/hr
Surveying Project Manager	$160.00/hr
Registered Professional Land Surveyor	$150.00/hr
Surveying Field Crew Manger	$105.00/hr
Survey Crew Chief	$85.00/hr
Surveying Crew	$175.00/hr
Director of Development Services	$170.00/hr
Development Associate	$105.00/hr
CADD Manager	$110.00/hr
CADD technician	$88.00/hr
Accountant (CPA)	$95.00/hr
Research	$72.00/hr
Clerical	$60.00/hr
I.T. Manager	$90.00/hr
*Reimbursables	Cost + 10%

NOTE: These hourly rates shall be adjusted on an annual basis.

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Fully Equipped 1, 2, 3, 4 Person Crew	$210.00/hr
With Laser Scanner 1, 2 Person	$200.00/hr
Administration	
Admin Professional I, II, III, IV	$110.00/hr
Non-Labor Direct costs	Cost + 15%

The Owner shall be invoiced periodically on a percentage of completion basis and payment shall be made upon receipt in a Court of Law having jurisdiction of the submitted Invoice. No payment can be withheld unless the Architect has been judged to be at fault. Further, no retainage shall be withheld from any payment due the Architect.

The Owner acknowledges that they shall pay for any and all Project Components, whether known or unknown and/or shown or not shown in the Contract Document, the first time. The Owner agrees to carry a ten (10%) percent contingency to cover the costs of any and all added project components mentioned above. MWM agrees to cover the costs of any additional costs over and above the base project component costs due to the late time of when a "known, but not shown" Project Component is added to the Project.

If this Proposal is acceptable please acknowledge your acceptance below and we will assist the City of Lubbock with completing the City of Lubbock Professional Services Agreement. . Thanks for this opportunity and we at MWM Architects, Inc. look forward to continuing our working with you and the City of Lubbock on these Three Police Substation and enhancing the Public Safety of the Citizens of Lubbock, Texas. If you have any questions, please call me or Joel Robinett at (806) 745-7707.

Sincerely,

Joel P. Robinett, P.E.

Joel P. Robinett, P.E.
Vice President
MWM Architects, Inc.

Accepted: City of Lubbock _____ Date: _____

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City of Lubbock, TX
Capital Project
Project Cost Detail
July 27, 2021

Capital Project Number: 92551
Capital Project Name: Public Safety Improvements Project

	Headquarters	East Substation	North Substation	South Substation	Evidence Warehouse	Municipal Courts	Total
	92551.10000	**92551.20000**	**92551.30000**	**92551.40000**	**92551.50000**	**92551.60000**	
Encumbered/Expended							
Advertising	1,323	1,449	-	-	-	177	2,949
Acquisition/Title Co.	16,332	670	432,730	-	-	-	449,732
Temporary Construction	-	7,650	-	85	394	-	8,129
Archaeology Survey	-	975	-	-	910	-	1,885
Miscellaneous Charges	-	3,141	15,391	19,856	726	367	39,481
MWM Contract #13951	-	685,820	315,919	299,114	-	-	1,300,853
PSC Contract #14153	1,812,289	-	-	-	-	-	1,812,289
Hugo Reed - Survey	3,500	-	-	-	7,500	7,500	18,500
Phase I Assessment	3,000	-	-	-	2,150	-	5,150
Geotechnical Report	-	-	-	-	11,535	-	11,535
FFA Contract #14079	-	-	-	-	-	-	-
TEI Contract #14163	-	-	-	-	-	-	-
RSA Contract #14190	-	-	-	-	-	619,380	619,380
PSC Contract #14153 Amendment 1	66,500	-	-	-	-	-	66,500
FF&E	2,883	-	-	-	-	-	2,883
Lee Lewis Contract #14224	-	5,911,358	5,741,888	6,255,031	-	-	17,908,277
RSA Contract #14190 Amendment 1	-	-	-	-	-	16,250	16,250
Lee Lewis Contract #15202 Amendment #1	-	-	-	-	-	4,415,200	4,415,200
Officewise Contract #15668 FF&E	-	241,741	241,741	241,741	-	-	725,224
PD Substation FF&E State Coop Contract	-	6,691	6,691	6,691	-	-	20,072
Lee Lewis Contract #15789	15,800,000	-	-	-	-	-	15,800,000
Testing Lab Services	-	-	-	-	-	24,999	24,999
Technology & Communications	-	1,653	-	-	-	-	1,653
Relocation Services	-	4,170	4,170	4,170	-	-	12,510
Officewise Contract 15668 FF&E Amendment #1	-	4,042	4,042	4,042	-	-	12,125
Agenda Item July 27, 2021							
MWM Contract #15857	-	27,500	21,946	27,726	-	-	77,172
Encumbered/Expended To Date	17,705,827	6,896,860	6,784,517	6,858,456	23,215	5,083,874	43,352,748
Estimated Costs for Remaining Appropriation							
Communications, Technology, Move, FFE, etc.	12,529,252						
Remaining Appropriation	12,529,252						
Total Appropriation	$ 55,882,000						

Regular City Council Meeting **6. 18.**

Meeting Date: 07/27/2021

Information

Agenda Item

Resolution - Facilities Management: Consider a resolution authorizing the Mayor to execute Contract 15805 with Parkhill, for professional architectural and engineering services, for the renovation of an existing structure into a new Public Health/Community Development Facility.

Item Summary

This $758,918 contract includes professional services for the final design, plans, specifications, estimates and renderings for the renovation of an existing structure into a new Public Health/Community Development Facility. The contract includes the final plans and specifications for the renovation of the facility.

The scope of work shall include: Architectural, Engineering (including Mechanical, Electrical and Plumbing), Furniture, Fixtures and Equipment, Existing Building Investigation, Bidding/Contract Administration, Site Civil, Landscape Architecture, IT/AV/Security, and reimbursable expenses.

The new Public Health/Community Development Facility containing approximately 20,690 square feet, is located at 2015 50th Street.

The City of Lubbock solicited qualified firms for this project via RFQ 21-15805-MA. The 7 firms who responded were evaluated using the following criteria: Project Team Organization and Qualifications (30 points), Experience on Similar Projects (30 points), Project Approach (30 points) and Overall Responsiveness to the RFQ (10 points). Committee members included staff from Facilities Management and Senior Management, and they provided the following scores:

Firms	Possible 100 Points
Parkhill, Lubbock, Texas	94.4
Chapman Harvey Architects, Lubbock, Texas	90.8
BGR Architects, Inc., Lubbock, Texas	85.6
JDMA Architects, Lubbock, Texas	81.6
JSA Architects, Inc., Lubbock, Texas	80.0
Quorum Architects, Inc., Fort Worth, Texas	79.2
EYP, Albany, New York	78.6

Based on these scores, the Selection Committee chose Parkhill of Lubbock, Texas, and Chapman Harvey Architects of Lubbock, Texas, as the top 2 firms to provide oral presentations
After the oral presentations, the following ranking was given:

Parkhill, Lubbock, Texas - 94.4 points
Chapman Harvey Architects, Lubbock, TX - 90.8 points

Parkhill was selected for this project based on their expertise in these types of facilities, and overall ranking throughout the RFQ selection process. The City met with Parkhill and negotiated the proposed contract for a lump sum amount of $740,918, and an estimated $18,000 in reimbursable expenses.

The proposed timeline for the delivery of the construction documents will be 180 days from award of this contract to Parkhill.

Fiscal Impact

This contract for $758,918 (including estimated $18,000 of reimbursable expenses), is funded in Capital Improvement Project 92707, Public Health Facility Project.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Wesley Everett, Director of Facilities Management

Attachments

Resolution Parkhill 15808
Contract 15808 Parkhill
Budget Detail
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Professional Services Agreement Contract No. 15805 for a Public Health/Community Development Facility, by and between the City of Lubbock and Parkhill, a Texas corporation, 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:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.PSA-No. 15805 Health Dept & CD Facility
07.20.21

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No.15805 is entered into this _____ day of _____, 2021, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Parkhill (the "Architect"), a Texas corporation.

WITNESSETH

WHEREAS, the City desires to contract with the Architect to provide professional services for a Public Health / Community Development Facility (the "Activities"); and

WHEREAS, the Architect 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 Architect to be a fair and reasonable price; and

WHEREAS, the City desires to contract with the Architect to provide professional services related to the Activities, and Architect 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 Architect 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 twenty six (26) months or the completion of the Activities, whichever shall occur last.

ARTICLE II. SERVICES AND COMPENSATION

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

B. The Architect shall receive as consideration to be paid for the performance of the Services, in an amount not to exceed Seven Hundred Fifty Eight Thousand Nine Hundred Eighteen and no/100 Dollars ($758,918.00), as set forth in Attachment "A" and for such rates as set forth in Attachment "C".

ARTICLE III. TERMINATION

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

B. Termination and Remedies. In the event the Architect 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. ACKNOWLEDGEMENTS

A. Existence. The Architect 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 Architect 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 Architect. This Agreement constitutes legal, valid, and binding obligations of the Architect and is enforceable in accordance with the terms thereof.

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

E. Performance. The Architect 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 Architect warrants to the best of their information, knowledge and belief that any materials provided by the Architect 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 Architect shall be solely responsible for ensuring that any materials provided by the Architect pursuant to this Agreement satisfy this requirement and the Architect 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 Architect's failure to perform this duty.

ARTICLE VI. SCOPE OF WORK

The Architect 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 Architect and the City agree that the Architect 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 Architect 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 Architect and the Architect'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 Architect 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 Architect 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 Architect 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:

Per Claim and Annual Aggregate: $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 Architect shall further cause any approved subcontractor or sub-consultant to procure and carry, during the term of this Agreement, the insurance coverage required of the Architect 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 Architect 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 Architect shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, the Architect 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 Architect maintains said coverage. The Architect 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 Architect fails to maintain the required insurance in full force and effect, the Architect 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 Architect'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 Architect may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of the Architect, as set forth on Attachment "A", attached hereto, under this Agreement, provided that the City approves the retaining of Sub-consultants. The Architect is at all times responsible to the City to perform the Services as provided in this Agreement and the Architect 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 Architect shall be required by the Architect to carry, for the protection and benefit of the City and the Architect and naming said third parties as additional insureds, insurance as described above required to be carried by the Architect in this Agreement.

The Architect acknowledges 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 Architect 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 ARCHITECT SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, AND EMPLOYEES FROM SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, REASONABLE EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE 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 ARCHITECT, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS CONTRACT AND/OR THE USE OR OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

ParkhillMike W. Moss – Principal-In-Charge
4222 85th Street
Lubbock, Texas 79423
Telephone: 806.473.2200
Facsimile: 806.473.3500

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

City of Lubbock
Wes Everett – Director Facilities Management
P.0. Box 2000
1625 13th Street
Lubbock, Texas 79457
Telephone: 806.775.2275

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 Architect non-confidential studies, reports and other available data in the possession of the City pertinent to the Architect's Services, so long as the City is entitled to rely on such studies, reports and other data for the performance of the Architect's Services under this Agreement (the "Provided Data"). The Architect 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 Contract 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 Architect 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 Architect's books and records with respect to this Agreement between the Architect and the City.

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

D. Assignability. The Architect 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 Architect, and in the case of the City, its respective successors, legal representatives, and assigns, and in the case of the Architect, 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 Architect and the City.

I. Entire Agreement. This Agreement, including Attachments "A" thru "C" attached hereto, contains the entire agreement between the City and the Architect, 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 Architect and the City.

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

L. Notice of Waiver. A waiver by either the City or the Architect 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 Architect.

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 Architect 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:

for WE

Wesley D. Everett,
Director of Facilities Management

APPROVED AS TO FORM:

Kelli Leisure,
Assistant City Attorney

Firm

PARKHILL

By: _____

Kreg Robertson, AIA
Firm Principal

ATTACHMENT 'A'

Parkhill

July 20, 2021

City of Lubbock
Wes Everett- Director Facilities Management
PO Box 2000
1625 13th St
Lubbock, TX 79457
(806) 775-2275

RE: Proposal/Scope for Professional Services – Public Health Facility (PHF)

Dear Mr. Everett:

Parkhill (A/E) is pleased to have the opportunity to provide this proposal for Architectural, Interior Design & Engineering services to The City of Lubbock (Owner) for a new Public Health Facility (Project).

SCOPE OF SERVICES
The project consists of a renovation of a big-box retail space located at 2015 50th St. The property was previously occupied by a grocery store and clothing re-sale store. The building is currently divided with a separate tenant (Dollar General). It is the A/E's understanding that the tenant will remain in place due to a long-term lease arrangement.

Based upon the space program provided in the Health & Community Development Facility Needs Assessment (dated 11/24/20), the Basic Design Services shall include Architectural, Interior Design, Structural, Mechanical, Electrical and Plumbing Engineering Services, Civil Engineering, Landscape Architecture, and Furniture, Fixtures & Equipment (FF&E). Refer to Attachment 'B' for extent of Scope of Work.

The attached Budgetary Analysis "Attachment C" assumes renovation of the building and an addition as required by the Facility Needs Assessment. The A/E has provided a line item for this expense in Attachment C.

Total Existing Building Area	= 29,325sf (approx.)
Existing Tenant Area	= 8,635sf (approx.)
Space available for Public Health Facility	= 20,690sf (approx.)
Programmed Area (per 2020 Facility Needs Assessment)	= 24,453sf
Deficient Area	= (3,763sf)

The Owner and A/E may rely on this Initial Information. Both parties, however, recognize that the Initial Information may materially change, and in that event, the Owner and the A/E shall appropriately adjust the schedule, the A/E's services, and the A/E's compensation, the Owner's budget for the Cost of Work and the Owner's anticipated design and construction milestones, as necessary to accommodate material changes in the Initial Information.

Typical project phases and associated services include:

Programming/Scope & Budget Verification

The A/E will review the program provided in the Health & Community Development Facility Needs Assessment (dated 11/24/20) with the owner. This review will ensure no significant changes to staffing or services provided have been made since the issuing of the report.

4222 85th Street | Lubbock, Texas 79423 | 806.473.2200 Parkhill.com

The architect shall prepare a preliminary evaluation of the Owner's program, schedule and budget for the Cost of the Work, selected site and project delivery method (Owner to verify). The A/E will present this evaluation to the Owner and will discuss alternative approaches to the design and construction if necessary. Based upon the Project requirements agreed upon with the Owner, the A/E shall prepare and present, for the Owner's approval, a preliminary Opinion of Probable Cost (OPC) and initial project schedule.

The Owner's budget for the Cost of Work is provided in Initial Information and shall be adjusted throughout the Project. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary Opinion of Probable Cost of the Work and the updated Opinion of Probably Cost of the Work, prepared by the architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any Opinion of Probable cost of the Work, or evaluation, prepared or agreed by the Architect.

In preparing Opinion of Probable Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the Opinion of Probable Cost of the Work to meet the Owner's budget. The Architect's Opinion of Probable Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such as Supplement Service.

As used in this Proposal, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site.

Both parties acknowledge that the A/E's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the A/E or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to the A/E that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the A/E's services, the A/E may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Owner retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

Schematic Design Phase

The A/E will prepare Schematic Design Documents for the Owner's approval based upon the mutually agreed upon scope above. Drawings shall consist of site plan, preliminary building plans, elevations, and may include mass modeling, perspective sketches or digital renderings. In addition to the drawings listed, room data sheets will also be provided to adequately determine and document equipment necessities, special requirements, etc.

In accepting and utilizing any form of electronic media generated and furnished by the A/E, the OWNER agrees that all such electronic files are Instruments of Service of the A/E. The Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy Contract Documents. In the event of a conflict between the original signed Contract Documents prepared by the A/E and electronic files, the original signed and sealed hard-copy Contract Documents shall govern.

Electronic files created by the A/E through the application of software licensed for the sole and exclusive use by the A/E will be furnished to the Owner in read-only format. The Owner is responsible to obtain and maintain software licenses as appropriate for the use of electronic files provided by the A/E.

Design Development Phase

Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the A/E shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, typical construction details and diagrammatic layouts of building systems to better determine project size and budget. Outline specifications shall also be provided to further define products and quality expectations.

If it is determined that the project will be delivered via CMAR, an estimate of construction cost will be provided by the CMAR at the conclusion of the Design Development Phase of which the Owner and A/E can reply upon.

Construction Documents Phase

Based upon the Owner's approval of the Design Development Phase Budget and Design Documents, the A/E shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth, in detail, the level of quality and performance criteria of materials and systems for construction of the Work.

All projects in the State of Texas must be submitted to the Texas Department of Licensing and Regulations (TDLR) – Elimination of Architectural Barriers (EAB) Division for plan review for compliance with TAS requirements. The A/E will include in the design of the Project all changes that are the result of the TDLR plan review. After construction of the project TDLR requires an inspection of the project for compliance confirmation. However, the A/E cannot and does not warrant or guarantee that different rules and or interpretation may be applied to the Owner's Project at the time of the final TDLR inspection. Compliance with changes required by the TDLR final inspection that were not mentioned in the TDLR plan may be required.

If the project will be delivered via CMAR, an updated estimate of construction cost will be provided by the CMAR at the 50% 95% and at the conclusion of the Construction Documents Phase of which the Owner and A/E can reply upon. The A/E will also provide updates to the OPC at the 50% and 95% Construction Document submissions to monitor scope changes that may impact costs.

Bidding Phase

The A/E shall assist the Owner during the Bidding Phase by preparing responses questions during the bidding phase and assisting in selection of qualified contractors.

Construction Phase

The A/E, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed upon by the Owner and the A/E, (1) to become generally familiar with and to keep with Owner informed about the progress and the quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The A/E shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the means, methods and techniques, sequences or procedures or for safety precautions and programs in connection with the Work since these are solely the Contractor's rights and responsibilities under the Contract Documents.

The A/E shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely

those of the Contractor. The Owner agrees that the general contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Owner's contract with the Contractor.

The A/E shall not be responsible for any acts or omissions of the Contractor, any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them. The A/E does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

The A/E shall review and certify the amounts due the Contractor and shall issue certificates for payment in such amounts in accordance with the Contract Documents.

The A/E shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

The A/E shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the A/E as provided for the Owner's approval and execution in accordance with the Contract Documents and may authorize minor changes in the Work not involving and adjustment in the contract sum or an extension of the Contract Time which are consistent with the Intent of the Contract Documents.

If, due to an error or an omission by the A/E, any required item or component of the project is omitted from the Construction Documents, the A/E shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise add value or betterment to the project.

THE A/E shall assist the Owner's Commissioning Agent with their Agent's commissioning activities.

The A/E shall provide a Walk-Thru at approximately eleven (11) months after the Date of Substantial Completion to observe Contractor warranty items.

Furniture Fixtures and Equipment (FF&E)

A/E shall work with the Owner to determine function and furniture pieces to be purchased. A/E will provide an OPC to the Owner for review and for consideration. A/E will select and present furniture selections to the Owner for approval/revision. Selected furniture will be assembled into a furniture specification and furniture layout plan to be used in bidding or procurement of furniture pieces. Furniture items include desks, chairs, storage, filing, conference tables, etc. Furniture layouts will be coordinated with other building equipment such as projectors, phones, copy machines, paper shredders, etc. but typically these items are not selected nor procured from the FF&E scope. A/E will coordinate and oversee the final installation and coordination of ship dates. A/E will conduct a punch list of FF&E items within the scope and coordinate the repaired or replacement of furniture by dealers/manufacturers if necessary.

Artwork can be selected and procured using a similar process as described for FF&E services above. If needed, the Scope can be defined, and a fee can be negotiated upon Owner's request.

Use of A/E's Instruments of Service

Drawings, Specifications and other Documents, including those in electronic form, prepared by the A/E and the A/E's Consultants are Instruments of Service for use solely with respect to this project. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the A/E and the A/E's Consultants.

Services specifically excluded from our Scope of Services include, but are not limited to, the following:

- Asbestos and Hazardous Materials Studies
- Third-party Independent Construction Inspection Services
- Construction Material Testing

- Texas Department of Health Demolition Notification
- Preparation of Construction Documents for more than one bid package
- Phased Construction

DELIVERABLES

- 100% Schematic Design, 100% Design Development, 100% Construction Documents

SCHEDULE

Tentatively, the project is scheduled to be completed in 26 months from notice to proceed (NTP).

COMPENSATION

Please see attached Fee Summary Sheet (Attachment C) for Basic Services.

Our fee for the Scope of Basic Services described above will be based on a lump sum amount of $740,918.00 and will be billed on a percentage complete method. Refer to Attachment 'C' for fee sheet.

Reimbursable expenses will be billed at invoice cost plus a fifteen percent markup for handling costs and include, but are not limited to travel, postage/shipping, reproductions/copies, color plots/prints, accessibility review and inspection fees, and reproduction of Contract Documents. The reimbursable expense also includes up to three (3) photorealistic renderings. We estimate these expenses to be approximately $18,000.00.

If this proposal meets your expectations, you may indicate your acceptance by returning one signed copy to our office. Upon receipt, we will wait to receive your Agreement and will consider receipt of the executed document as authorization to proceed.

We appreciate the opportunity to provide professional services to you and look forward to the successful completion of the Public Health Facility. If you have any questions, please do not hesitate to call us.

Sincerely,

PARKHILL (A/E)

By_____
Kreg Robertson, AIA
Firm Principal

By_____
Ryan A. Wilkens, AIA
Sr. Associate

CITY OF LUBBOCK (Owner)

Accepted By:_____

Title:_____

Date:_____

"The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, www.tbae.state.tx.us has jurisdiction over complaints regarding the professional practices of persons registered as architects, interior designers, landscape architects in Texas."

ATTACHMENT 'B'



ATTACHMENT 'C'

City of Lubbock Health Facilities Renovation July 7, 2021				(From COL Health and Comm Dev Fac Needs Assessment, 11/24/2020) Major Reno Costs November 24, 2020
				$/SF $ 250.00
				GSF 23,500
	Rate	Quant	Cost	Cost
Direct Cost (Fully Burdened Subcontractor) - Primary Facility				
PHF Finish Out	$135.00	20,690	$ 2,793,150	$ 5,875,000
Envelope Renovations: Roofing, Façade, Storefront, Dry-Flood Proofing			$ 860,550	
Building Addition (if determined to be necessary during programming)	$225.00	5,513	$ 1,240,425	
Design Contingency	15.0%		$ 548,055	$ 1,175,000
Total Direct Construction Cost			$ **5,442,180**	
GC Overhead & Profit	7.0%		$ 380,953	
Gen Conditions	8.0%		$ 435,374	
Construction Contingency	5.0%		$ 272,109	
PRIMARY FACILITY TOTAL CONSTRUCTION	**$287.82**		$ **6,530,616**	
Direct Cost - Site & Supporting Facilities				
Roof Roll Base, Remove and Replace Asphalt Paving, Fill in Loading Dock, Landscaping, Flood Mitigation, Monument Signage			$ 304,056	
Design Contingency	15.0%		$ 45,608	
Total Direct Construction Cost			$ **349,664**	
GC Overhead & Profit	7.0%		$ 24,476	
Gen Conditions	8.0%		$ 27,973	
Construction Contingency	5.0%		$ 17,483	
SITE & SUPPORTING FACILITIES TOTAL CONSTRUCTION			$ **419,597**	
Construction Cost Escalation to Midpoint of Construction	5.0%		$ 347,511	
CONSTRUCTION TOTAL	$321.63		$ 7,297,723	$ 7,050,000
A/E DESIGN FEES & SOFT COSTS				
A/E Basic Service Professional Fees	8.00%		$ 583,818	
Civil Engineering (on-site only, excludes off-site utilities, municipal improvements, platting, site entitlement)			$ 51,200	
Landscape Architecture - refresh plantings & irrigation; add pedestrian buffer			$ 19,700	
FF&E Consulting			$ 38,900	
Investigation/Prepare As-builts			$ 11,300	
AV/IT/Security Consultant			$ 36,000	
Nurse Call (excluded from proposal)			$ -	
Surveying			$ -	
Asbestos Survey			$ -	
Geotech			$ -	
Move Management			$ -	
Reimbursables Expenses (budget)			$ 18,000	
CONSTRUCTION RELATED SOFT COSTS				
Commissioning			$ 60,000	
Construction Materials Testing			$ 9,000	
			$ -	
OWNER DEFINED SOFT COSTS				
Undefined Owner Costs			$ -	
Technology			$ 100,000	
Communications			$ 50,000	
Fixtures, Furniture, & Equipment			$ 350,000	
Monument Signage			$ 50,000	
Relocation			$ 25,000	
Generator			$ 300,000	
Misc. Equipment			$ 25,000	
Owner Contingency			$ 250,000	
SOFT COST TOTAL			$ 1,977,918	
Total Project Cost			$ 9,275,641	$ 8,460,000

** Design fees associated with a potential $200,000 grant for "outdoor space" would be approximately $16,000.*

Total Existing Building Area	29325 sf
Existing Tenant Area	8635 sf
Space available for Public Health Facility	20690 sf
Programmed Area (per Facility Needs Assessment)	24453 sf
Deficient Area	-3763 sf

***NOTE:** Opinion of Cost does not constitute a bid: It is a an opinion of what construction is expected to cost at the time the project is bid. Factors such as bid climate, material availability, schedule, and scoping may have a significant impact on actual project costs.*

Municipal Facilities Replacement/Renovation

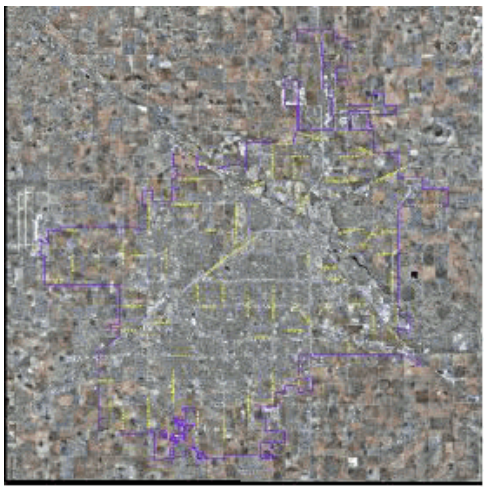
		Budget Total		
Sources				
	Cash			
	2015 Tax CO's	$ 10,200,000.00		
	2016 Tax CO's	$ 52,800,000.00		
		$ 63,000,000.00		
Uses		Encumbered	Expended	Budget
	10000 - Design	$ 5,167,551.00	$ 4,829,250.00	$ -
	20000 - Bid	$ 480.00	$ 480.00	$ -
	30000 - Pre-Construction	$ 2,770,861.00	$ 2,698,459.00	$ -
	30000 - Construction	$ 46,235,751.00	$ 30,397,255.00	$ -
	40000 - Acquisition	$ 2,978,562.00	$ 2,978,562.00	$ -
	50000 - Installation			
	FF&E	$ 26,618.00	$ -	$ 3,525,000.00
	Move-in	$ -	$ -	
	Technology/Communications	$ 235,218.00	$ -	
	Funds Remaining	$ -	$ -	
		$ 57,415,041.00	**$ 40,904,006.00**	**$ 3,525,000.00**
	Encumbered Delta	**$ 5,584,959.00**		
	Budget Delta	**$ 2,059,959.00**		

City of Lubbock, TX
Capital Project
Project Cost Detail
July 27, 2021

Capital Project Number	92707
Capital Project Name	Public Health Facility

	Budget
Encumbered/Expended	
Design Professional Services	$ 12,750
Miscellaneous	268
Acquisitions/Furniture	1,097,556
Agenda Item July 27, 2021	
Parkhill Contract 15805	758,918
Encumbered/Expended To Date	1,869,491
Estimated Costs for Remaining Appropriation	
Construction/Installation	130,509
Remaining Appropriation	130,509
Total Appropriation	$ 2,000,000

Project Name **Public Health Facility** *Project Number* **92707**



Managing Department **Facilities Management**

Project Manager **Wesley Everett**

Project Classification **New Facility**

Project Status **Approved**

Project Scope

Renovation of approximately 21,712 square feet of an existing structure in Lubbock, Texas. The proposed work shall be designed with adequate space to accommodate 40 - 45 Public Health Facility staff and 15 - 20 Community Development Services staff. The personnel spaces will consist of enclosed offices and open office areas for systems furniture. Other spaces required include: laboratory, patient exam rooms, vaccine storage and pharmacy. Common areas include: vestibule, reception, break room, conference room, copy/work room, restrooms, storage and building systems support space.

FY 2021-22 contract services to begin construction/renovation of facility.

Start Date:
Bid Date - Design: 04/06/2021
Award Date for Bid - Design: 05/11/2021
Project Start Date - Design: 06/02/2021
Project End Date - Design: 02/07/2022
Bid Date - Construction: 02/21/2022
Award Date for Bid - Construction: 05/10/2022
Project Start Date - Construction: 05/30/2022
Project End Date - Construction: 05/26/2023

Project Justification

Project will provide city owned facilities for operations of Public Health Department and Community Development.

Project History

FY 2020-21 Purchased building at 2015 50th Street. Procurement of architectural & engineering design services commenced.

$2,000,000 was appropriated in FY 2020-21, Budget Amendment No. 6, Ord. No. 2020-O0164, December 21, 2021.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Project Amount
Building Acquisition	2,000,000	0	0	0	0	0	0	2,000,000
Construction	0	8,111,342	0	0	0	0	0	8,111,342
Total Project Appropriation	2,000,000	8,111,342	0	0	0	0	0	10,111,342

Project Name **Public Health Facility** *Project Number* **92707**

Funding Detail	Funding to Date	FY 2021-22	Unappropriated Planning Years FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Funding
American Rescue Plan Act Funding	0	8,111,342	0	0	0	0	0	8,111,342
FY 2021 General Fund Cash	2,000,000	0	0	0	0	0	0	2,000,000
Total Funding Sources	2,000,000	8,111,342	0	0	0	0	0	10,111,342

Operating Budget Impact	FY 2021-22	Unappropriated Planning Years FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Impact
Facilities Maintenance and Custodial	0	25,000	25,000	25,000	25,000	25,000	125,000
Total Operating Budget Impact	0	25,000	25,000	25,000	25,000	25,000	125,000

Regular City Council Meeting **6. 19.**

Meeting Date: 07/27/2021

Information

Agenda Item

Resolution - Public Transit Services: Consider a resolution authorizing the Mayor to execute a Public Transportation Master Grant Agreement, between the City of Lubbock and the Texas Department of Transportation, to provide for efficient and effective contract administration required by state and federal laws, regarding federal funds to Citibus.

Item Summary

Master Grant Agreement #MGA-2022-2026-LUBBOCK-046 states the general terms and conditions for grant projects between the Texas Department of Transportation (TxDOT) and all subrecipients, including the City of Lubbock. The Master Grant Agreement that will be used for all TxDOT grants that are executed each year.

The Master Grant Agreement will provide for efficient and effective contract administration required by state and federal laws for certain contract standards relating to the management and administration of state and federal funds. This contract will become effective when signed by the last party whose signing makes the agreement fully executed, and will remain in effect until August 31, 2026.

Fiscal Impact

When funds are available from any of the programs administered by TxDOT, specific grant agreements will be filed.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Chris Mandrell, General Manager of Citibus

Attachments

Resolution (r) - Public Transportation Master Grant Agmt.
TxDOT Master Grant FY 22-26

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 Public Transportation Master Grant Agreement by and between the City of Lubbock and the State of Texas, acting by and through the Texas Department of Transportation, and all related documents. Said Grant Agreement will provide for efficient and effective contract administration required by state and federal laws for certain contract standards relating to the management and administration of state and federal funds. Said Master Grant 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:

_____

Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____

Ryan Brooke, Assistant City Attorney

RES. Master Grant Agreement – TxDOT & COL
5.17.21

SUBRECIPIENT: Lubbock, City of
MASTER GRANT AGREEMENT #: MGA-2022-2026-LUBBOCK-046
STATE / LOCAL PUBLIC TRANSPORTATION
MASTER GRANT AGREEMENT
FEDERAL TRANSIT ADMINISTRATION
NOT RESEARCH AND DEVELOPMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

PUBLIC TRANSPORTATION
MASTER GRANT AGREEMENT

THIS PUBLIC TRANSPORTATION MASTER GRANT AGREEMENT (MGA) is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State," and the Lubbock, City of, called the "Subrecipient."

WITNESSETH

WHEREAS, federal and state laws require that the State and Subrecipients meet certain contract standards relating to the management and administration of state and federal funds; and

WHEREAS, the governing terms of this MGA will provide for efficient and effective contract administration; and

WHEREAS, if applicable, each fiscal year grant period, the Subrecipient must execute a Fiscal Year Grant Application for consideration for new state and federal grants; and

WHEREAS, the State and the Subrecipient understand and agree that not every provision of this document will apply to every Subrecipient or every project, depending upon the nature of the project and the section of the statute authorizing the financial assistance; and

WHEREAS, the Federal Transit Administration (FTA) has set forth terms and conditions for the administration of its grant programs in the FTA Master Agreement located at https://www.transit.dot.gov/.

TABLE OF CONTENTS

ARTICLE 1	DEFINITIONS	4
ARTICLE 2	MGA AND PROJECT GRANT AGREEMENTS (PGA) TIME PERIOD	6
ARTICLE 3	TERMINATION OF THIS MASTER AGREEMENT	6
ARTICLE 4	ETHICS	7
ARTICLE 5	THE SUBRECIPIENT'S CAPACITY	8
ARTICLE 6	STANDARDS FOR FINANCIAL ADMINISTRATION	8
ARTICLE 7	PROJECT GRANT AGREEMENT (PGA)	9
ARTICLE 8	AMENDMENTS	10
ARTICLE 9	PROGRAM INCOME	11
ARTICLE 10	ACTION FOR NONCOMPLIANCE AND/OR NONPERFORMANCE	11
ARTICLE 11	PAYMENTS TO SUBRECIPIENTS	12
ARTICLE 12	COST SHARING OR MATCHING	14
ARTICLE 13	PROJECT RECORDS AND REPORTS	15
ARTICLE 14	RECORD RETENTION AND ACCESS	16
ARTICLE 15	PROJECT COMPLETION, SETTLEMENT, AND CLOSEOUT	17
ARTICLE 16	SUBRECIPIENT SUBCONTRACTS	18
ARTICLE 17	PROCUREMENT STANDARDS	18
ARTICLE 18	PROPERTY MANAGEMENT	21
ARTICLE 19	COORDINATION	23
ARTICLE 20	LABOR PROTECTION PROVISIONS	23
ARTICLE 21	AUDIT	24
ARTICLE 22	MONITORING	25
ARTICLE 23	DISPUTES AND REMEDIES	26
ARTICLE 24	DISADVANTAGED BUSINESS ENTERPRISE PROGRAM REQUIREMENTS	26
ARTICLE 25	ALCOHOL AND CONTROLLED SUBSTANCES TESTING	27
ARTICLE 26	OPEN MEETINGS.	28
ARTICLE 27	INDEMNIFICATION	28
ARTICLE 28	COMPLIANCE WITH LAWS	29
ARTICLE 29	NONCOLLUSION	29
ARTICLE 30	DEBT TO THE STATE	29
ARTICLE 31	NONDISCRIMINATION ON THE BASIS OF DISABILITY	29
ARTICLE 32	SUCCESSORS AND ASSIGNS	29
ARTICLE 33	LEGAL CONSTRUCTION	29
ARTICLE 34	PRIOR AGREEMENTS	30
ARTICLE 35	REAL PROPERTY ACQUISITION, CONSTRUCTION, AND REPAIR	30

ARTICLE 36	CHILD SUPPORT STATEMENT	31
ARTICLE 37	NEPOTISM DISCLOSURE	32
ARTICLE 38	FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS	32
ARTICLE 39	NOTICES	33
ARTICLE 40	DELEGATION OF AUTHORITY/SIGNATURE AUTHORITY	33
ARTICLE 41	SIGNATORY WARRANTY	33

AGREEMENT

ARTICLE 1. DEFINITIONS.

1. **Allocation.** The process of assigning a cost, or a group of costs, to one or more cost objective (s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives.

2. **Allocable.** Characteristic of a cost that can be assigned or charged to one or more activities or items (cost objects) on the basis of benefits received or other such equitable or logical association although a direct (casual) relationship may not be established.

3. **Amendment.** A legally binding change or addition to a contract or grant agreement, required to be executed by parties participating in the original contract or grant agreement.

4. **Application.** The funding proposal completed, signed, and dated by the Applicant, or an official authorized to act on the Applicant's behalf and submitted to the State.

5. **Asset Management Plan.** The transit asset management plan prepared in accordance with 49 U.S.C. §5326 and certified by the department. The plan includes, at a minimum, capital asset inventories and condition assessments, decision support tools, and investment prioritization.

6. **Award.** Financial assistance that provides support or stimulation to accomplish a public purpose. Awards include grants and other agreements in the form of money or property in lieu of money, by the federal (or state) government to an eligible recipient. The term does not include: technical assistance, which provides services instead of money; other assistance in the form of loans, loan guarantees, interest subsidies, or insurance; direct payments of any kind to individuals; and contracts which are required to be entered into and administered under federal (or state) procurement laws and regulations.

7. **Conflict of Interest.** A circumstance arising out of existing or past activities, business interests, contractual relationships, or organizational structure of an entity, or a familial or domestic living relationship between a department employee and an employee of the entity. (43 TAC §10.6)

8. **Cost.** An amount as determined on cash, accrual, or other basis acceptable to the Federal or State awarding or cognizant agency. It does not include transfers to a general or similar fund.

9. **Days**. Unless otherwise specified, the number of days is a reference to calendar days.

10. **Department.** The Texas Department of Transportation.

11. **Disability.** Disability has the same meaning as in section 3(1) of the Americans with Disabilities Act of 1990, 42 U.S.C. §12102.

12. **Equipment.** Tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit.

13. **FAST Act.** Fixing America's Surface Transportation Act, or "FAST Act," a multi-year transportation bill, was signed into law December 4, 2015 by President Obama.

14. **Fiscal Year (FY).** Fiscal Year (or FY), as used in this Master Agreement, refers to the "State Fiscal Year," which begins on September 1 of each calendar year and ends on August 31 of the next calendar year.

15. **Local Government.** Local Government Authority includes, but is not limited to:
    i. A political subdivision of a State,
    ii. An authority of at least one State or political subdivision of a State,
    iii. An Indian tribe, a public corporation, public board, or public commission, or
    iv. An agency or instrumentality of local government.

16. **Non-Federal Entity.** Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or Subrecipient.

17. **Program Income.** Gross income directly generated by a supporting activity during the period of performance.

18. **Project.** The public transportation activities to be carried out by a Subrecipient, as described in its application for funding, or as negotiated and approved by the State for funding and incorporated in the Project Grant Agreement. (Also known as "Project Description".)

19. **Project Budget.** The breakdown of anticipated costs, by category of expenditures, necessary to complete the project within the proposed project schedule.

20. **Project Costs.** The total allowable costs incurred under a Federal or State award, and all required cost sharing and voluntary committed cost sharing, including third-party contributions.

21. **Project Grant Agreement (PGA).** A legally binding contractual agreement between the State and Subrecipient. The PGA pertains to a specified project or public transportation activity.

22. **Project Schedule.** The breakdown of project activities and/or deliverables and anticipated timeframes necessary to achieve completion of each.

23. **Property.** Real property and personal property or equipment.

24. **Public Transportation Division (PTN).** The Public Transportation Division is part of the Texas Department of Transportation. PTN is responsible for administering federal and state public transportation grant funding.

25. **Real property.** Land, including improvements, structures, and appurtenances, but excluding movable machinery and equipment.

26. **Sanction.** A penalty imposed by the State, which includes withholding of funds or disallowance of costs under a grant or subgrant, the suspension or termination of all or part of a subgrant or projects under a subgrant, and being determined temporarily or permanently ineligible for a subgrant award.

27. **State.** Texas Department of Transportation.

28. **Subcontractor.** A purveyor of goods or services engaged by a primary contractor to provide goods, services or both through a procurement relationship generally available to any purchaser for a stated price.

29. **Subgrant.** An award of funds or property in lieu of funds made by the department to an eligible sub-grantee or by the eligible sub-grantee to another individual or entity. The term does not include procurement purchases, technical assistance, assistance in the form of revenue sharing, loans, loan guarantees, interest subsidies, or insurance; or assistance for which no accounting by the sub-grantee is required.

30. **Sub-grantee.** Synonymous with Subrecipient.

31. **Subrecipient.** An entity that receives an award of State or Federal transportation funding from the department, rather than directly from FTA, but does not include a:
    i. Third-Party Contractor,
    ii. Third-Party Subcontractor, or
    iii. Lessee

32. **Super Circular.** The Super Circular, 2 CFR Part 200, superseded the Common Rule, (49 CFR 18 and 19) as of December 26, 2014.

33. **Texas Administrative Code.** The Texas Administrative Code (TAC) is a compilation of all state agency rules in Texas. The TAC rules pertaining to TxDOT are found in Title 43, Part 1.

34. **Texas Grant Management Standards (TxGMS).** The Texas Grant Management Standards published by the Texas Comptroller of Public Accounts, effective January 1, 2020.

ARTICLE 2. MGA AND PROJECT GRANT AGREEMENTS (PGA) TIME PERIOD.

1. **Effective Date.** This MGA and the PGAs executed under it become effective when signed by the last party whose signing makes the agreement fully executed, which is usually the representative of the State with appointed signature authority for the agreement. PGAs may have an alternate date specified in the agreement which may override the signature execution date, when applicable. This MGA shall remain in effect until August 31, 2026, unless terminated earlier under Article 3. PGAs will have an end date specified in the agreement, which may only be changed upon approval of the State and with a properly executed amendment.

ARTICLE 3. TERMINATION OF THIS MASTER AGREEMENT.

1. **Termination Conditions.** This agreement may be terminated by any of the following conditions:
    i. By the State if an award no longer effectuates the program goals or agency priorities (2 CFR §200.340)
    ii. By mutual written agreement of all parties.
    iii. By either party for convenience, by giving thirty (30) days written notice to the other party for reasons of its own and not subject to the approval of the other party. In the event of

termination for convenience, neither the State nor Subrecipient shall not be subject to additional liability except as otherwise provided in this agreement.

iv. By either party upon the failure of the other party to fulfill the obligations as set forth in this Master Grant Agreement.

2. **Upon Termination.** Upon termination of this MGA or any PGA, whether for cause or at the convenience of the parties to the agreement, the State shall retain its interest in all property subject to the obligations and conditions set forth in this MGA or PGA and 2 CFR §200.311 (Real Property) and §200.313 (Equipment), unless the State or federal funding agency issue disposition instructions to the contrary.

3. **Termination and Eligible Expenses.** In the event of termination, the State may compensate the Subrecipient for those eligible expenses incurred during the grant periods that are directly attributable to the completed portion of the grant covered by the PGA, provided that the grant has been completed in accordance with the terms of the MGA and PGA. The Subrecipient shall not incur new obligations for the terminated portion after the effective date of termination.

4. **Default.** Except with respect to defaults of subcontractors, the Subrecipient shall not be in default by reason of any failure in performance of this MGA or PGA in accordance with its terms (including any failure by the Subrecipient to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of the Subrecipient. Such causes beyond the control of the Subrecipient may include, but are not limited to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

ARTICLE 4. ETHICS.

1. **Internal Ethics and Compliance Program.** Per 2 CFR §200.112, Subrecipients must disclose in writing, to TxDOT, any potential conflict of interest. To be eligible to receive state or federal public transportation funds (grants or other funds) awarded from or through the State, a Subrecipient must have adopted an internal ethics and compliance program that satisfies the requirements of 43 TAC §10.51 of this title (relating to Internal Ethics and Compliance Program) and must enforce compliance with that program.

2. **Ethics Certification.** Per 43 TAC §10.51, Subrecipients are required to certify, to the State, their internal ethics and compliance program complies with the requirements set forth in the Texas Administrative Code. The Subrecipient will certify annually that:
   i. Written Internal Ethics and Compliance Program. The organization has a written internal ethics and compliance program that provides compliance standards and procedures that are designed to detect and prevent violations of the law, including regulations, and ethical standards applicable to the Subrecipient or its officers or employees; and
   ii. Enforcement. The organization enforces compliance with its internal ethics and compliance program; and
   iii. Required Items. The organization's internal ethics and compliance program specifically includes, at a minimum, the items contained in 43 TAC §10.51.

3. **Required Conduct.** As per 43 TAC §10.101, Subrecipients are required to:
   i. Disclose Conflict of Interest. Disclose to the department in writing the existence of a conflict of interest involving an agreement between the entity and the department and

adequately remedy the conflict:
   a. Before the effective date of the agreement; or
   b. If the conflict of interest arises after the effective date of the agreement, within five (5) working days after the date that the entity knows or should have known of the conflict.

ii. Refrain. Refrain from offering, giving, or agreeing to give a benefit to a member of the Texas Transportation Commission or to a department employee.

iii. Adherence. Adhere to all civil and criminal laws related to business.

iv. Maintain. Maintain good standing with the comptroller, other state agencies, states, and agencies of the federal government with which the entity has had a business relationship.

v. Notification. Notify the department in writing within five (5) working days after the date that the entity knows or should have known of the existence of, and must adequately address:
   a. A conviction, of a plea of guilty or nolo contendere to, a civil judgment for or a public admission to a crime or offense related to business by the entity.
   b. Debarment of the entity by the comptroller, another state agency, another state, or an agency of the federal government for a ground related to business integrity; or
   c. Any behavior of the entity that seriously and directly affects the entity's responsibility to the department and that is also a violation of the law or the department's rules that relate to the entity's dealing with the department.

ARTICLE 5. THE SUBRECIPIENT'S CAPACITY.

To carry out its Project, the Subrecipient agrees to maintain:

1. Sufficient legal, financial, technical, and managerial capacity, and
2. Adequate functional capacity to:
   i. Plan, manage, and complete the Project,
   ii. Provide for the use of Project property,
   iii. Carry out the safety and security aspects of the Project
   iv. Comply with:
      a. The PGA and this MGA,
      b. The Project Budget,
      c. The Project Schedules,
      d. The annual FTA and TxDOT Certification and Assurances and,
      e. Applicable Federal and State laws and regulations, and
   v. Follow applicable Federal and/or State guidance, except as the Federal and/or State Government determines otherwise in writing.

ARTICLE 6. STANDARDS FOR FINANCIAL ADMINISTRATION.

The Subrecipient's standards for financial administration must conform with the requirements of 2 CFR §200.302, Financial Management. The Subrecipient must account for grant funds in accordance with Federal and State laws, and procedures for expending and accounting for funds.

1. **Reports.** Fiscal control and accounting procedures of the Subrecipient, as well as its Subcontractors, must be sufficient to permit preparation of reports required by this part and the statutes authorizing the grant, and

2. **Tracing of Funds.** Fiscal control and accounting procedures of the Subrecipient, as well as its Subcontractors, must be sufficient to permit the tracing of funds to a level of expenditures

adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes.

3. **Subrecipient's Financial Administration.** The Subrecipient's financial administration must include but not be limited to the following financial administration standards.
   i. Financial reporting. Accurate, current, and complete disclosure of the financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the grant.
   ii. Accounting records. Subrecipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.
   iii. Internal control. Effective control and accountability must be maintained for all grant and subgrant cash, real and personal property, and other assets. Subrecipients must:
      a. Adequately safeguard all such property and ensure that it is used solely for authorized purposes:
      b. Establish and maintain effective internal control over the federal or state award that provides reasonable assurance that the Subrecipient is managing the federal or state award is in compliance with statutes, rules, and the terms and conditions of the award;
      c. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and
      d. Take reasonable measures, consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality, to safeguard protected personally identifiable information and other information the state awarding agency designates as sensitive, or the Subrecipient considers sensitive.
   iv. Budget control. Actual expenditures or outlays must be compared with budgeted amounts for each project. If unit costs data are required, estimates based on available documentation will be accepted.
   v. Allowable cost. Applicable Office of Management and Budget (OMB) 2 CFR Part 200, Subpart E – Cost Principles, agency program regulations, and the terms of grant must be followed in determining the reasonableness, allowability, and allocability of costs.
   vi. Source documentation. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, etc.
   vii. Cash management. Subrecipients must establish reasonable procedures to ensure the receipt of reports on cash balances and cash disbursements is received in sufficient time to enable them to prepare complete and accurate cash transactions reports to the State.

4. **State Review.** The State may review the adequacy of the financial management system of any applicant as part of the application process or at any time subsequent to award.

ARTICLE 7. PROJECT GRANT AGREEMENT (PGA).

1. **Grant Time Period.** All PGAs must be executed by both parties within the grant time period specified in Article 2, MGA and PGA Time Period.

2. **Approved Project Description.** Except as the State determines otherwise in writing, the Subrecipient agrees that it will prepare a Project Description that, after the State has provided its approval, will be designated the "Approved Project Description", and made part of the

Project Grant Agreement.

3. **Approved Project Budget.** Except as the State determines otherwise in writing, the Subrecipient agrees that it shall prepare a project budget that, after the state has provided its approval, will be designated as the "Approved Project Budget," and made part of the Project Grant Agreement.
   i. Restrictions. Only if consistent with the Approved Project Description and the Approved Project Budget will the Subrecipient:
      a. Incur Project costs, or
      b. Withdraw Project funds.

4. **Approved Project Schedule.** Except as the State determines otherwise in writing, the Subrecipient agrees that it shall follow all required project schedules, timelines, and milestone progress reports.

ARTICLE 8. AMENDMENTS.

1. **Amendments to the Project.** The Subrecipient understands and agrees that an Amendment to the Project Grant Agreement must be executed to address a change in Project circumstances which causes an inconsistency with the Project Grant Agreement or this Master Grant Agreement. The changed circumstances are not contractually covered until an amendment is executed.
   i. Approval by the State. The Subrecipient must notify the State in writing, and obtain prior State approval in writing, to amend its Approved Project Budget, Approved Project Description or Approved Project Schedule.
   ii. Amendments to Approved Project Budget. Except as the State determines otherwise in writing, the Subrecipient agrees that:
      a. Transfer of Funds. An amendment is necessary to transfer project funds from one expense category to another, unless the transfer meets the criteria for a budget revision.
      b. Additional Funding. An award of additional federal and/or state funds will require an amended Project Budget, and
      c. Unspent Funds. The Subrecipient shall inform the State promptly if it believes it will have unspent federal and/or state funds after the Project's contract period ends.
   iii. Amendments to Approved Project Description. An amendment is necessary to make a change to the approved project activities for which funding was obtained.
   iv. Amendments to Approved Project Schedule. An amendment is necessary to change or extend the approved project schedule or PGA expiration date.

2. **Amendment Time Period.** All amendments to MGAs or PGAs must be executed by both parties within the grant time period specified in Article 2, MGA and PGA Time Period. A thirty (30) day advance notice is required for proper execution of a PGA or MGA amendment. Amendments cannot be executed on an expired MGA or PGA.

3. **Revisions to the Project Budget.** A revision to the budget may be made without a formal amendment, upon approval from the State, when the proposed revision involves an increase in one category and a corresponding decrease in another, provided, that any such revision meets all of the following criteria:
   i. Does not result in the need for additional funds,
   ii. Does not exceed ten percent (10%) of the current total approved budget and the federal

or state funding exceeds $100,000,
iii. Does not exceed the current total approved budget,
iv. Does not involve a transfer of funds from an authorized capital equipment purchase to another category,
v. Does not involve a transfer of funds from training to another expense category, and
vi. Does not involve a transfer of funds from construction to a non-construction category.

4. **Notification of State in Writing.** If a proposed revision meets all of the criteria listed in section C above, the Subrecipient must notify the State in writing before the revision is made. This written notification must describe the revision, explain the need, and certify that the revision complies with the above criteria.

ARTICLE 9. PROGRAM INCOME.

1. **Retain and Apply.** Except for income from royalties and proceeds from the sale of real property or equipment, paid for with local funds (non-Federal and non-State funds), the Subrecipient shall retain program income and apply such income to allowable capital or operating expenses. If federally funded, program income from royalties and proceeds from sale of real property or equipment shall be handled as specified in FTA's Master Agreement, Sections: Local Share, Payments to the Subrecipient, Project Records and Reports, Patent Rights and Use of Real Property Equipment and Supplies.

2. **Comply With Standards.** The Subrecipient shall comply with standards governing the receipt and application of program income as set forth in 2 CFR §200.307, Program Income.

3. **Program Income Includes.** Per 2 CFR §200.307, program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income.
   i. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts, and interest earned on any of them.
   ii. Except as otherwise provided in regulations of the federal or state awarding agency, program income does not include interest on federal grant funds.

ARTICLE 10. ACTION FOR NONCOMPLIANCE AND/OR NONPERFORMANCE.

1. **Grant Remedies.** As referenced in Texas Administrative Code, 43 TAC §§9.133-9.135 "Remedies for Noncompliance" and 2 CFR §§200.339-.342, if a Subrecipient fails to comply with, or perform in accordance with, Federal and/or State statutes, regulations, or terms and conditions of the award, the Project Grant Agreement or this Master Grant Agreement, the State may impose additional award conditions or sanctions. Sanctions may include, but may not be limited to, one or a more of the following actions: termination of the agreement; issuance of an improvement action plan; increasing the State's monitoring and/or Subrecipient reporting requirements; temporarily withholding funds from a specific project; part of a project, or subsequent awards to a project; or temporarily disallowing all or part of the cost of a noncomplying activity, or any other remedy legally available.
   i. The State will notify the Subrecipient in writing if it will impose such conditions.

ii. The Subrecipient may appeal actions taken by the State.
iii. The State may reverse or lessen actions imposed if a Subrecipient makes efforts to correct noncompliance and/or nonperformance and the State receives satisfactory evidence that the deficient conditions have been corrected.

ARTICLE 11. PAYMENTS TO SUBRECIPIENTS.

1. **State's Reimbursement.** A disbursement of grant funds occurs as a reimbursement. Under the reimbursement method, the Subrecipient is repaid for money actually spent on allowable expenses. The State's reimbursement to the Subrecipient is contingent upon the availability of appropriated funds. The State shall have no liability for any claims submitted by the Subrecipient or its subcontractors, vendors, manufacturers, or suppliers if sufficient federal or state funds are not available to pay the Subrecipient's claims. The State shall not be liable for the Subrecipient's debt. The State may withhold payment of funds if the Subrecipient has an outstanding obligation to the State.

2. **Conditions for Reimbursement.** To be eligible for reimbursement, a cost must be authorized and incurred within the MGA and PGA time periods, or amendments to either document, as specified in Article 2 "MGA and Project Grant Agreement (PGA) Time Period".
   i. Subrecipient Agrees. In order to seek or obtain reimbursement funds for eligible Project costs, the Subrecipient agrees that:
      a. It must execute the Project Grant Agreement or Amendment to the Project Grant Agreement for the Project.
      b. It must have:
         1. A properly signed document seeking payment for the expense, such as a Request for Reimbursement form (provided to the Subrecipient by the State), and
         2. A properly detailed description supporting the relationship of the expense to the Project.
      c. It must identify all sources of funds from which the payment is to be derived.
      d. It must provide the State with all reports required to date, including but not limited to financial and progress reports.
      e. It must have made and is making adequate progress toward Project completion.
      f. If the Subrecipient must provide a local share, unless the State has stated otherwise in writing that the Subrecipient may defer the local share:
         1. The Subrecipient will not request or obtain more funds than justified by eligible local share resources it has provided.
         2. The Subrecipient will not cause the proportion of State funds available to the Project at any time to exceed the percentage authorized by the Project Grant Agreement; and
         3. When combined with State payments, the Subrecipient will be able to demonstrate that its local share will be adequate to cover all the costs incurred for the Project.

3. **Eligible Project Costs.** Except as the State Government determines otherwise in writing, the Subrecipient agrees to seek and obtain funds awarded in the Project Grant Agreement only for eligible Project costs that are:
   i. Cost Paid. Costs that have been paid by the Subrecipient will be reimbursed.
   ii. Consistent. Consistent with the Project Description, Approved Project Budget, Project Grant Agreement and any Amendment thereto, and this Master Grant Agreement.

iii. Necessary. Necessary to carry out the Project and in accordance with Cost Principles, 2 CFR Part 200, Subpart E.
iv. Reasonable. Reasonable for the property, goods or services acquired.
v. Consistent Financial Treatment. A cost may not be assigned to a Federal or State award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal or State award as an indirect cost.
vi. Price Paid Minus Reductions. The actual net costs minus any reduction of the costs incurred, which consists of the price paid minus reductions of the Project costs incurred, such as any refunds, rebates, or other items of value but excludes program income.
vii. Adequately Documented. Documentation required may include, but is not limited to, travel records, time sheets, invoices, contracts, mileage records, billing records, telephone bills, and other documentation that verifies the expenditure amount and appropriateness to the grant.

4. **Indirect Cost.** Subrecipients may charge indirect costs in accordance with 2 CFR §§200.414-416 for certain federal and state grants upon approval by the state.
   i. Subrecipients may request indirect costs with their grant application so the indirect costs may be an approved expense with PGA execution.
   ii. Subrecipients may elect to use a rate derived from a current cost allocation plan documented in the required Indirect Cost Certificate submitted to the state (along with any other supporting documents required by the state) or may elect to use a de minimis rate up to 10% Modified Total Direct Cost (MTDC) as described in 2 CFR §200.414 and TxGMS.
   iii. Indirect Cost Rate Certificates must be received from the subrecipient annually and no later than the expiration date of the indirect cost rate certificate on file at PTN. If a subrecipient with a history of using a negotiated rate elects to use the de minimis rate, they must notify PTN by email by the expiration date of the certificate on file at PTN.
   iv. A subrecipient with a current negotiated indirect cost rate, may apply for an extension of the rate for a period of up to four years. The extension must be approved by PTN. After the four (4) year extension, the subrecipient must re-apply to negotiate a rate.

5. **Ineligible Costs.** The Subrecipient understands and agrees that, except as the State determines otherwise in writing, the State will exclude ineligible costs, such as:
   i. Lacking State Approval. Costs not included in the most recent Approved Project Budget. Cost for Project property or services received in connection with any third-party agreement lacking any State approval or concurrence in writing that is required.
   ii. Prohibited Costs. Costs that are ineligible for federal or state participation as provided by applicable Federal or State law, regulation, or guidance.

6. **Reimbursement Time Period.**
   i. Monthly Submission. The Subrecipient shall to the State submit monthly, but not more frequently. Requests for Reimbursement with all supporting documentation as required by the State.
   ii. 60 Days. Request for Reimbursements should be submitted within sixty (60) days of paid expenditures, with the exception of final billing.
   iii. Final Billing. The Subrecipient shall submit a final Request for Reimbursement within forty-five (45) days of the completion or termination of the MGA or PGA in accordance with Article 2, MGA and Project Grant Agreement Time Period.
   iv. State Payments to Subrecipients. The State will make payment within thirty (30) days of the receipt of properly prepared, documented and approved requests for reimbursement.

7. **Reimbursement Documentation.**
   i. Request for Reimbursement. The Subrecipient shall use a Request for Reimbursement form or other documentation process acceptable to the State.
   ii. Supporting Documentation.
      a. Unless otherwise directed, Request for Reimbursement and supporting documentation shall be submitted to the State.
      b. Documentation to support any cost incurred during the billing period is required at the discretion of the State.
      c. Unless otherwise directed, Request for Reimbursement shall be itemized and shall include copies of original receipts, along with the proof of payments for materials, supplies, equipment, travel, or other expenses incurred.
   iii. Incomplete or Disputed Request for Reimbursement. Incomplete or disputed requests for reimbursement shall be returned to the Subrecipient, unpaid, for correction and must be resubmitted to the State for approval. For incomplete or disputed requests for reimbursement, the state shall notify the Subrecipient no later than the 21st day after the date the invoice is received.

8. **Alternate Reimbursement Request.** An alternate form of reimbursement may be provided on an as needed basis upon request, with sufficient justification and required supporting documentation.
   i. Two-Party Check Option. The Alternative Requests for Reimbursement establishes a two-party check option allowing the State to pay both a Transit Provider and a vendor by issuing a single check to both payees. It is often used in the context of purchasing a vehicle. Both parties (e.g., Transit Provider and Vendor) are required to endorse the check.
   ii. Submission of Written Request. Prior to the issuance of a two-party check, the Transit Provider submits to the State a written request (e.g. letter or email) within forty-five (45) days of vehicle delivery or similar action.
   iii. State Review. The State will review the documentation and justification and make a determination to approve or deny the request for a two-party check and will respond in writing.
   iv. If Approved. If approved, the Subrecipient shall be required to follow procedures established by the State for processing a two-party check.

9. **Electronic Payments.** Except as the State determines otherwise in writing, the Subrecipient understands and agrees that payments under the Project in most instances will be made through electronic methods.

10. **Subrecipient Payments to Subcontractor(s) or Vendor(s).**
   i. Timely Payment. The Subrecipient must process payments to vendors and subcontractors within thirty (30) days after receipt of a properly detailed invoice for goods/services received.
   ii. Subrecipient Debt. The State shall not be responsible for the debts of the Subrecipient.

11. **Sub-tier Subcontractors.** The above requirements are also applicable to all sub-tier subcontractors and the above provisions shall be made a part of all subcontracts.

ARTICLE 12. COST SHARING OR MATCHING.

1. For all federal or state awards, any shared costs or matching funds and all contributions, including cash and third-party in-kind contributions must be accepted as part of the Subrecipient's cost sharing or matching when such contributions meet all of the following criteria:
    i. Are verifiable from the Subrecipient's records.
    ii. Are not included as contributions for any other state or federal award.
    iii. Are necessary and reasonable for accomplishment of project or program objectives.
    iv. Are allowable under the Cost Principles established in 2 CFR Part 200, Subpart E.
    v. Are not paid by the federal or state government under another federal or state award, except where the federal or state funds made available for such program can be applied to matching or cost sharing requirements of other federal or state programs.
    vi. Are provided for the approved budget when required by the state awarding agency; and
    vii. Conform to 2 CFR §200.306 "Cost Sharing" or matching and the TxGMS.

ARTICLE 13. PROJECT RECORDS AND REPORTS.

1. **Project Records**. The Subrecipient agrees to maintain satisfactory records of Project activity in the form and format prescribed, and in the interval required by the State including:
    i. Financial Records. Accurate financial records in its Project account, including records of:
        a. Project Assets Received. The amount of all assets it receives for Project use, including, but not limited to:
            1. All funds or the value of any property the Federal and/or State Government provides for the Project, and
            2. All other funds and the value of any property or services it has received from sources other than the Federal and/or State Government provided for, accruing to, or otherwise received on account of the Project,
    ii. Project Costs. Information about Project costs, including:
        a. All Project costs incurred for Project property or services,
        b. Detailed descriptions of the type of property or services acquired, including, but not limited to properly executed payrolls, time records, invoices, contracts, vouchers, and other appropriate records, and
        c. Detailed justifications for those Project costs, and
    iii. Program Income. All program income derived from Project implementation, except income the State determines to be exempt from Federal program income record requirements,
    iv. Other Records Needed for Reports. Sufficient Project records as needed to prepare adequate Project reports.
    v. Formats. Using formats satisfactory to the State, project records subject to these requirements include, but are not limited to, records on paper, electronic records, including any emails pertaining to the Project, and records created in other formats
    vi. Availability of Project Records. Maintaining Project records that are readily accessible for review, and as feasible, keeping them separate from other records not related to the Project.

2. **Project Reports**. The Subrecipient agrees to provide to State and others if the State so directs:
    i. All reports required under:
        a. Applicable Federal or State law or regulation,
        b. The Project Grant Agreement or this Master Grant Agreement, or
        c. The State's express direction.

ii. Any other reports, whether identified in applicable State guidance, and
iii. In the number and format as the State specifies, whether in:
    a. Electronic formats,
    b. Typewritten hard copy formats,
    c. Other formats as the State determines.

3. **Reports to the State.** The Subrecipient shall submit written or electronic reports at intervals and in a format prescribed by the State.
    i. Quarterly Transit Performance Report. No later than 30 days after the end of each quarter, the Subrecipient shall submit a quarterly transit performance report to the State through the PTN-128 system. At a minimum, the quarterly transit performance report shall include the number of vehicles in operation (as of the final quarter); total unlinked passenger trips; total miles traveled; total expenses, including administrative and operating expenses; revenue, including fares and donations; operating expense per vehicle revenue mile; operating expense per unlinked passenger trip; and number of unlinked passenger trips per revenue mile traveled. These quarterly performance reports are necessary for the department to produce the Annual Texas Transit Statistics Report to the Governor and State Legislature, as required by law.
    ii. Additional Operating Reports May Be Required. The State may require more frequent operating reports for reasons of its own, if the Subrecipient does not provide the reports in a timely manner, or if the reports indicate unfavorable trends.
    iii. Status of Procurements. If the grant includes the purchase of vehicles or other capital equipment, the Subrecipient shall submit a quarterly report consisting of a brief narrative including, but not limited to, procurement milestones, including date of purchase order, vendor name and location, and estimated delivery date.
    iv. Status of Construction. If the grant includes construction, the Subrecipient shall submit quarterly narrative reports, which include, but are not limited to the progress of construction.
    v. Additional Reports. Additional reports may be required by the State.

4. **Advise the State in Writing.** Regardless of the type of assistance included in the grant, the Subrecipient shall promptly advise the State in writing if at any time the progress of the project will be negatively or positively impacted, including:
    i. Problems, delays, or adverse conditions that will materially affect the Subrecipient's ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated by the Subrecipient and any State assistance needed to resolve the situation.
    ii. Developments or events that will enable the Subrecipient to meet time schedules and goals sooner than anticipated or produce more work units than originally projected.

5. **Physical Inventory of Grant Supported Property.** At least once every two (2) years, or more frequently when instructed by the State, the Subrecipient shall cooperate with the State who will perform a physical inventory of grant-supported property as set forth in Article 18 Property Management and furnish the State a copy of the inventory.

ARTICLE 14. RECORD RETENTION AND ACCESS.

The Subrecipient agrees to follow the 2 CFR §§200.334-.338 and State retention requirements as they pertain to documentation to be retained and the retention schedule.

1. **Documentation.** The Subrecipient shall maintain financial records, supporting documents, statistical records, and all other records of the public transportation grant.

2. **Retention Schedule.**
   i. Financial records, supporting documents, statistical records, and all other records of the public transportation grant shall be retained for a period of three (3) years after grant closeout, with the following exceptions: litigation, notification in writing to extend the retention period, records for real property, nonexpendable property, transfer of records, program income, indirect cost rate proposals and cost allocations plans, which shall be retained as provided in 2 CFR §200.334. (The latter two can be found in 2 CFR §200.416.)
   ii. Procurement Records. Per 43 TAC §31.44(b)(3), all procurement documents are public information and shall be maintained by the Subrecipient for at least three (3) years after grant closeout, or, in the case of a capital project, the life of the asset plus three years.

3. **Access to Subrecipient and Third-Party Contractor Records.** The Subrecipient agrees to, and assures its Third-Party Contractors will agree to:
   i. Provide, and require its Third-Party Contractor at each tier to provide, sufficient access to inspect and audit records and information pertaining to the Project to the State and the State's duly authorized representatives,
   ii. Inspect all Project work and materials, and audit any information related to the Project and otherwise comply with 49 U.S.C. §5325(g) and 2 CFR §200.337 "Access to Records."

4. **Project Closeout and Access to Records.** Project closeout does not alter the access requirements of this Article 13 of this Master Grant Agreement.

ARTICLE 15. PROJECT COMPLETION, SETTLEMENT, AND CLOSEOUT.

1. **Project Closeout.** Per 43 TAC §31.47, the Subrecipient shall make every reasonable effort to complete all project activities and request appropriate reimbursements within the time period specified in the Project Grant Agreement. Project audits shall also be completed within the specified time period and any findings resolved with all practicable speed. Upon completion of these activities, the Subrecipient shall provide the State written notification of project close-out and the release of any unspent project balances.

2. **Amounts Owed to the State Government.** The Subrecipient agrees to return to the State Government:
   i. Any payments it received for disallowed costs,
   ii. The grant-funded proportionate part of any amounts it recovers from third parties or other sources, and
   iii. Any interest assessed, penalties, and administrative charges required under Article 30 of the Master Grant Agreement.

3. **Project Closeout.** The Subrecipient agrees that Project closeout:
   i. Occurs when the State notifies the Subrecipient that the Project is closed, and
      a. Approves and processes the final request for reimbursement or
      b. Acknowledges receipt of the proper refund,
   ii. Does not alter its audit responsibilities, and

iii. Does not invalidate any continuing requirements of:
   a. Applicable State law or regulations,
   b. The Project Grant Agreement or this Master Grant Agreement, or
   c. The State final notice or acknowledgment of Project closeout,
iv. Does not alter the Subrecipient's obligation to return any amounts it owes the State for later refunds, corrections, or other similar actions.

ARTICLE 16. SUBRECIPIENT SUBCONTRACTS.

1. **Standards.** The standards contained in 2 CFR Part 200 apply to public transportation contracting activities. The State will monitor Subrecipient compliance with those standards. No subcontract will relieve the Subrecipient of its responsibility under this MGA and any PGA executed under this MGA.

2. **State Consent.** The Subrecipient shall not enter into any subcontract with individuals or organizations for the purchase of equipment or the procurement of professional services without prior authorization and consent to the subcontract by the State. All subcontracts shall contain all provisions required by state or federal law.

3. **Furnish State Notice of Intent.** Per 43 TAC §31.44(c)(1), Subrecipients shall furnish the State notice of intent to award a purchase order or contract to any individuals or organizations not a part of the Subrecipient's organization when the amount of the purchase meets or exceeds the Government Code or Local Government Code threshold level of $50,000, or $25,000 for those entities not covered by the Government Code or Local Government Code requiring a formal competitive procurement. Purchases shall not be split out to stay below the threshold amount.

ARTICLE 17. PROCUREMENT STANDARDS.

1. **Federal Laws, Regulations, and Guidance**. Subrecipient procurement standards shall follow:
   i. 2 CFR §§200.318-327 General Procurement Standards through Contract Provisions and 49 U.S.C. Chapter 53.
   ii. Other applicable parts of 2 CFR Part 200.
   iii. The most recent edition and any revisions of FTA Circular 4220.1, "Third-Party Contracting Guidance."
   iv. 43 TAC §31.44 "Procurement Requirements."
   v. All other applicable federal laws, state laws, regulations, and requirements that affect third-party procurements, in effect at any time during the term of the MGA.

2. **Subrecipient's Procurement Standards.** The Subrecipient's procurement system must include, but not limited to, the following procurement standards:
   i. Procurement Procedures. The Subrecipient must have and use procurement procedures which reflect applicable state and local laws and regulations. The procurement procedures must conform to applicable federal law and the standards identified in this Article for acquisition of property or services required under award.
   ii. Contract Administration. A contract oversight system must be used to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
   iii. Written Code of Standards. A written code of standards of conduct governing the

performance of employees engaged in the award and administration of contracts. No employee, officer, or agency of the Subrecipient shall participate in selection or in the award or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent, would be involved.

iv. Process for Review. Procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach.

v. Intergovernmental Agreements. The Subrecipient is encouraged to use state and local intergovernmental agreements for procurement or use of common goods and services, to foster greater economy and efficiency.

vi. Federal Excess and Surplus Property. Subrecipients and subgrantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

vii. Value Engineering Clauses. The Subrecipient is encouraged to use value engineering clauses in contracts for construction projects of sufficient size are used to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

viii. Responsible Contractors. Awards must only be made to responsible subcontractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement, giving consideration to such matters as subcontractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

ix. Sufficient Records. The Subrecipient must maintain records sufficient to detail the significant history of procurement, including rationale for the method of procurement, selection of contract type, subcontractor selection or rejection, and the basis for the contract price.

x. Cost Analysis or Price Analysis. Subrecipients and subcontractors must perform a cost analysis or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, Subrecipients must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis is necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis shall be used in all other instances to determine the reasonableness of the proposed contract price.

xi. Limited Use. Subrecipients may use time and material type contracts only after a determination that:

   a. No other type of contract is suitable, and
   b. The contract includes a ceiling price that the contractor exceeds at its own risk.

xii. Administrative Practices. Subrecipients alone shall be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include,

but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the Subrecipient of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the Subrecipient or subgrantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

xiii. Protest Procedures. Subrecipients must have protest procedures to handle and resolve disputes relating to procurements and prompt disclosure to the State of information regarding the protest.

xiv. Full and Open. The Subrecipient agrees to conduct all its third-party procurements using full and open competition as provided in 49 U.S.C. § 5325(a), and as determined by FTA.

xv. Exclusionary or Discriminatory Specifications. The Subrecipient agrees that it will not use any federal assistance under 49 U.S.C. Chapter 53 for any procurement based on exclusionary or discriminatory specifications, as provided in 49 U.S.C. § 5325(h), unless authorized by other applicable federal laws, regulations, or requirements.

xvi. Standards Apply. These standards shall apply to projects described in the Project Grant Agreement. For those projects requiring a formal competitive process, the Subrecipient shall furnish a copy of the public notification, prior to issuance, along with any other procurement documents requested by the department, for department review and approval. Per 43 TAC §31.43, Subrecipients shall furnish to the department notice of the intent to award a purchase order or contract to any individuals or organizations not a part of the Subrecipient's organization when the amount of the purchase meets or exceeds the threshold level in the Government Code or Local Government Code (or greater than $25,000 for those entities not covered by the Government Code or Local Government Code) requiring formal competitive procurement. Purchases shall not be split out to stay below the threshold amount. No subcontract will relieve the Subrecipient of the Subrecipient's legal responsibilities to the department.

xvii. Never Contract With The Enemy. Federal awarding agencies and recipients are subject to the regulations implementing 2 CFR §200.215 "Never Contract with the Enemy." The regulations in 2 CFR §200.215 affect covered contracts, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

xviii. Prohibition On Certain Telecommunications and Video Surveillance Services or Equipment.

a. Per 2 CFR §200.216, Recipients and Subrecipients are prohibited from obligating or expending loan or grant funds to enter into a contract or renew a contract to procure or obtain:
Equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities):

1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of

such entities).

2. Telecommunications or video surveillance services provided by such entities or using such equipment.
3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

3. **State Encourages.** The State encourages Subrecipients to contract with small and minority firms, women's business enterprises, and labor surplus area firms.

ARTICLE 18. PROPERTY MANAGEMENT.

Unless indicated otherwise, "property" refers to all real property, including improvements, and equipment.

1. **Federal and State Laws, Regulations, and Guidance.** The Subrecipient shall comply with Property Standards, as defined in 2 CFR §200.310 "Insurance Coverage," §200.311 "Real Property," §200.312 "Federally-owned and exempt property," §200.313 "Equipment," §200.314 "Supplies," §200.315 "Intangible Property), and," §200.316 "Property Trust Relationship." The Subrecipient shall comply with the 43 TAC Chapter 31, Subchapter E "Property Management Standards," including §31.50 "Recordkeeping and Inventory Requirements," §31.51 "Asset Management," §31.53 "Maintenance Requirements," §31.55 "Title," and §31.57 "Disposition."

2. **Interest in Property.**
   i. The Subrecipient shall protect the Federal and State interest in any property investments supported by grant agreements. The Subrecipient shall not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third-party contract, sub-agreement, grant anticipation note, alienation, innovative finance arrangement, or any other obligation pertaining to project property that in any way would affect the continuing state interest in project property.
   ii. The Subrecipient shall protect the Federal and State interest in any real property investments supported by grant agreements. Such grant-supported real property, defined by 43 TAC §31.3 "Definitions," shall be protected in accordance with 43 TAC §31.55. If required by the State, the Subrecipient shall secure a deed of trust in favor of the department on any real property acquisitions or improvements supported by grant funding.
   iii. The Subrecipient shall record the Federal and State security interest as a lien on the certificate of title of the vehicle at the time of purchase in accordance with the Transportation Code, Title 7, Subtitle A, Chapter 501, Certificate of Title Act and 43 TAC §31.55.

3. **Property Records.** Subrecipient shall maintain property records that include a description of the property, a serial number or other identification number, the funding source of the property, the acquisition date and cost of the property, percentage of federal and state participation in the cost of the property, the location, use and condition of the property, maintenance history of the property, and ultimate disposition data including the date of disposal and sale price.

4. **Physical Inventory.** The Subrecipient shall cooperate with the State when it is performing a physical inventory of the property at least once every two (2) years and reconciling the inventory with property records described in the preceding paragraph annually.

5. **Control System.** The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.

6. **Maintenance Procedures.** The Subrecipient shall develop and follow procedures to keep the property maintained and in good condition. At a minimum, the Subrecipient shall follow the vehicle maintenance schedule recommended by the manufacturer, showing the date the maintenance was performed. Maintenance records shall be provided to the State upon request.

7. **Disposition Instructions.** The Subrecipient shall request disposition instructions from the State, and if authorized to sell the property, using proper sales procedures to insure the highest possible return. Disposition of equipment must comply with the 43 TAC §31.57 and 2 CFR §200.313.

8. **Immediately Notify the State.** In the event that project property is not used in the proper manner or is withdrawn from public transportation services, the Subrecipient shall immediately notify the State. The State reserves the right to direct the sale or transfer of property acquired under this MGA or PGA upon determination by the State that said property has not been fully or properly used upon termination of this agreement or as otherwise allowed by applicable rules and regulations.

9. **Compliance with Federal and State Law.** All vehicles purchased under this MGA or PGA must comply with the Motor Vehicle Safety Standards established by the US Department of Transportation and state law.

10. **Loss Or Damage To Property.** Irrespective of coverage by insurance, unless otherwise approved in writing by the State, in the event of loss or damage to project property, whether by casualty or fire, the fair market value will be the value of the property immediately before the casualty or fire.

11. **Theft, Wreck, Vandalism or Other.** The Subrecipient shall notify the State immediately of theft, wreck, vandalism, or other destruction of project-related property.

12. **Flood Insurance on Real Property.** The Subrecipient shall comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more. Subrecipients with FTA-funded buildings, located in areas that have been identified as having special flood hazards, and in which the sale of flood insurance

has been made available under the National Flood Insurance Act of 1968, must purchase flood insurance.

13. **Equipment or Real Property Transfer**. If equipment or real property is transferred to a Subrecipient, the Subrecipient shall own and operate the equipment or real property in accordance with the same rules and regulations governing the ownership and operation of equipment or real property acquired with financial assistance from the State.

ARTICLE 19. COORDINATION.

1. **Coordination.** The Subrecipient shall coordinate with transportation providers, both public and private, and the State to eliminate waste and ensure efficiency and maximum coverage in the provision of public transportation services, including, whenever feasible and to the maximum extent possible, public transportation services for individuals served by social services agencies. The Subrecipient shall submit evidence of coordination efforts to the department per 43 TAC §31.49.

ARTICLE 20. LABOR PROTECTION PROVISIONS.

The Subrecipient shall comply with the labor protection provisions within 49 U.S.C. §5333(b) (also known as Section 13(c) of the Federal Transit Act). The following terms and conditions shall apply for the protection of employees in the mass passenger transportation industry in the area of the project:

1. **Terms and Conditions.** The project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass passenger transportation industry within the service area of the project.

2. **Rights, Privileges, and Benefits.** All rights, privileges, and benefits (including pension rights and benefits) of employees (including employees already retired) shall be preserved and continued.

3. **Financially Responsible.** The Subrecipient shall be financially responsible for any deprivation of employment or other worsening of employment position as a result of the project.

4. **Termination or Laid Off.** In the event an employee is terminated or laid off as a result of the project, he or she shall be granted priority of employment or reemployment to fill any vacant position for which he or she is, or by training or retraining can become qualified. In the event training is required by such employment or reemployment, the Subrecipient shall provide for such training or retraining at no cost to the employee.

5. **Applicable Rights, Privileges, and Benefits.** Any employee who is laid off or otherwise deprived of employment or placed in a worse position with respect to compensation, hours, working conditions, fringe benefits, or rights and privileges pertaining to employment at any time during his or her employment as a result of the project, including any program of efficiencies or economies directly or indirectly related, shall be entitled to receive any applicable rights, privileges and benefits as specified in the employee protective arrangement certified by the Secretary of Labor under Section 405(b) of the Rail Passenger Service Act of 1970 on April 16, 1971. An employee shall not be regarded as deprived of employment or placed in a worse position with respect to compensation, etc., in case of his or her resignation,

death, retirement, dismissal for cause, or failure to work due to disability or discipline. The phrase "as a result of the project" as used in this agreement shall include events occurring in anticipation of, during, and subsequent to the project.

6. **Jurisdiction of Secretary of Labor.** In the event any provision of these conditions is held to be invalid or otherwise unenforceable, the Subrecipient, the employees, and their representatives may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements which shall be incorporated in these conditions.

7. **Final Decision.** The Subrecipient agrees that any controversy respecting the project's effects upon employees, the interpretation or application of these conditions and the disposition of any claim arising under this agreement may be submitted by any party to the dispute including the employees or their representative for determination by the Secretary of Labor, whose decision shall be final.

8. **Relevant Books and Records.** The Subrecipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the making of the decisions called for in the preceding paragraph.

9. **Posting of Notice.** The Subrecipient shall post, in a prominent and accessible place, a notice stating that the Transit Provider is a recipient of federal assistance under the Federal Transit Act and has agreed to comply with the provisions of 49 U.S.C. §5333(b). The notice shall also specify the terms and conditions set forth in this agreement for the protection of employees.

ARTICLE 21. AUDIT.

For each year the project remains open, the Subrecipient shall comply with applicable federal and state audit requirements.

1. **Annual Audits of State, local government, and not-for-profit grant recipients.**
   State, local government and not-for-profit grant recipients that:
   i. Expend $750,000 or more of Federal awards in a fiscal year are required to obtain an independent audit in accordance with 2 CFR Part 200, Subpart F.
   ii. When an audit is required, the audit report shall be submitted to the State within thirty (30) days of audit completion but no later than nine (9) months after the grant recipient's fiscal year end.

1. **Annual Audits of For-Profit Grant Recipients.**
   i. For-profit grant recipients that expend $750,000 or more of Federal awards in a fiscal year are required to obtain an independent *program specific* audit in accordance with 2 CFR Part 200, Subpart F.
   ii. The Subrecipient shall submit an annual audit certification to the State within sixty (60) days of recipient's fiscal year end to indicate if federal grant expenditures met the threshold for an annual audit.
   iii. When an audit is required, the audit report shall be submitted by the auditee within the earlier of 30 days after the receipt of the auditor's report(s) or no later than nine (9) months after the grant recipient's fiscal year end.

2. **Audit or Investigation by the State.** The state auditor or the department may conduct an

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

ARTICLE 22. MONITORING.

1. **Monitoring by the State.** The State will rely on Subrecipient reports as the primary means of monitoring Subrecipient performance. In addition, department personnel and the Subrecipient at least quarterly will discuss problems encountered by the Subrecipient, the Subrecipient's need for technical assistance, and other topics related to the provision of public transportation services. Routine monitoring activity will occur in the following areas according to a schedule that accommodates federal deadlines and department and operator workloads. (43 TAC §31.48)
    i. Civil rights. State will monitor Subrecipients for compliance with Title VI Civil Rights requirements.
    ii. Control of Substance Abuse. State will monitor Subrecipients for compliance with FTA standards governing an Alcohol and Controlled Substance Testing program.
    iii. Fiscal responsibility. On a quarterly basis, State will review agency financial records that support requests for reimbursement.
    iv. Insurance. Subrecipients of state or federal funds through the State shall insure all facilities, equipment, and vehicles from loss. The State will verify Subrecipients have on file required insurance for facilities, equipment, and vehicles.
    v. Maintenance. Subrecipients are required to have written maintenance plans, schedules, and logs to ensure the proper care and longevity of vehicles and facilities in accordance with 43 TAC §31.53. The plans, schedules, and logs are subject to periodic on-site inspection by the State.
    vi. Incidental Vehicle Use. A vehicle purchased with federal or state funds may be used for incidental uses that do not conflict with the primary purposes for which the vehicle was purchased. An example of permissible incidental use is using the vehicle for other public transportation activities when it is not required for project purposes. The vehicle shall not be altered in any way to accommodate an incidental use.
    vii. Procurement. The State will work with Subrecipients to ensure that procurement activities meet applicable state and federal requirements and that all required documents are received, and actions completed in a timely manner. Check sheets will be maintained by the State to ensure all benchmark activities are accomplished in the proper sequence.
    viii. Asset Inventory. Each Subrecipient shall provide information on state and federally funded equipment as described in the 43 TAC §31.50 of this chapter (relating to Recordkeeping and Inventory Requirements).

2. **Monitoring of Project Progress.** The State will monitor the progress of the project authorized in this agreement using appropriate and necessary inspections, including but not limited to periodic reports, physical inspection of project facilities, telephone conversations, letters, and conferences.

3. **Fiscal or Program Audits.** The State will monitor and conduct fiscal or program audits of the Subrecipient to verify the extent of services provided under the terms of the MGA and PGA.

Representatives of the state and federal government shall have access to project facilities and records at all reasonable times.

ARTICLE 23. DISPUTES AND REMEDIES.

1. The Subrecipient shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of the grant.

2. Any dispute concerning the work under this agreement, additional costs, or any other non-procurement issue shall be submitted for resolution by informal mediation, in accordance with the requirements of the Texas Government Code, Chapter 2009, Alternative Dispute Resolution for Use by Governmental Bodies, unless the subject pertains to a contract claim under 43 TAC §9.2.

3. This MGA shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

4. The Subrecipient shall notify the State if a current or prospective legal matter that may affect the Federal Government arises. The State will promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the State is located of any such matter. The types of legal matters that require notification to the State include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Governments' interest in the Award, the accompanying Project Grant Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

ARTICLE 24. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM REQUIREMENTS.

1. **Requirements.** The Subrecipient shall comply with Disadvantaged Business Enterprise (DBE) requirements found within 49 CFR Part 26.

2. **DBE Commitments.** The Subrecipient shall, to the maximum extent feasible, achieve DBE commitments and attainment using race-neutral means. If it is determined, either through actual or projected overall DBE attainment, that PTN may not achieve the annual FTA overall DBE goal, then PTN, at its discretion, may require race-conscious means to ensure the annual FTA overall DBE goal is met. Race-conscious means may include, but not be limited to, the inclusion of contract specific goals within Project Grant Agreements. PTN shall have final decision-making authority regarding the establishment of sub-recipient contract specific goals. The subrecipient will cooperate with the state in reporting DBE commitments, attainment, and good faith efforts made in the manner prescribed by the state.

3. **Contract Specific Goals.** The Subrecipient shall comply with contract specific goals as specified in Project Grant Agreements. When contract specific goals are established, the Subrecipient shall only award a contract to a bidder or offeror who makes adequate good-faith efforts to meet the contract specific goal stated in the Project Grant Agreement. Bidder or offeror Good-Faith Effort requirements shall be satisfied by the bidder or offer:
   i. Documenting that it has obtained enough DBE participation to meet the goal; or
   ii. Documenting that it made adequate good faith efforts to meet the goal, even though it did

not succeed in obtaining enough DBE participation to do so.

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

5. **Required Assurance.** Each contract the Subrecipient signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: "The contractor, Subrecipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible."

ARTICLE 25. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

1. **Applicable Programs.** In the interest of safety in transit operations, recipients of funding from the Section 5339 Bus and Bus Facilities Program, Section 5307 Urbanized Area Formula Program, and Section 5311 Formula Grants for Rural Program are required by 49 U.S.C. §5331 to establish Drug and Alcohol (D&A) Testing Programs.

2. **Applicable Subrecipients**. For the purpose of this MGA applicable Subrecipients are those who receive federal pass-through funding for Sections 5311 Formula Grants for Rural Program and 5339 Bus and Bus Facilities Program.

3. **Compliance with Regulations.** The Subrecipient shall certify compliance with 49 CFR Parts 40 and 655 annually by signing the required FTA and State Certifications and Assurances.

4. **Drug and Alcohol Testing Program and Policy**. Applicable Subrecipients and each of their subcontractors with safety-sensitive employees shall have a drug and alcohol testing program and written policy in place that comply with alcohol and controlled substance testing standards established by the FTA, as defined in 49 CFR Part 655 and 49 CFR Part 40. The program requires Subrecipients to conduct pre-employment, reasonable suspicion, random, return-to-duty, and post-accident testing of public transportation employees responsible for safety-sensitive functions. The State will monitor Subrecipients for compliance with the regulations.

5. **Drug and Alcohol Management Information System (DAMIS).** The FTA requires each Subrecipient and covered contractors to file a calendar year report (January 1 - December 31)

with the State on alcohol and controlled substance and compliance activities. Section 5311 Subrecipients and covered contractors shall electronically submit required DAMIS reports on or before February 15th of each year.

6. **DAMIS Record Retention.** Subrecipients and covered contractors shall retain DAMIS reports for 5 years.

7. **Other Grant Programs.** Per 43 TAC §31.48, each §5310 Subrecipient, shall comply with Federal Motor Carrier Safety Administration requirements for drug and alcohol compliance if it owns a vehicle that requires a commercial driver's license to operate. If the Subrecipient also receives §5307 or §5311 funding, the Subrecipient shall include §5310 employees in their FTA testing program.

ARTICLE 26. OPEN MEETINGS.

1. **Open Meetings.** If applicable, the Subrecipient shall comply with Texas Government Code, Title 5, Subtitle A, Chapter 551, which requires every regular, special, or called meeting of a governmental body shall be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution. This includes but is not limited to the following:
   i. Minutes and Recordings of Open Meetings: Public Record. Per §551.021, a governmental body shall prepare and keep minutes or make a recording of each open meeting of the body. The meeting minutes must state the subject of each deliberation and indicate each vote, order, decision, or other action taken.
   ii. Recording of Meeting by Person in Attendance. Per §511.023, a person in attendance may record all or any part of an open meeting of a governmental body by means of a recorder, video camera, or other means of aural or visual reproduction. A governmental body may adopt reasonable rules to maintain order at a meeting, including rules relating to the location of recording equipment and the manner in which the recording is conducted. The rules adopted may not prevent or unreasonably impair a person from exercising a right granted to record all or any part of a meeting as described.
   iii. Notice of Meeting Required. Per §551.041, a governmental body shall give written notice of the date, hour, place, and subject of each meeting held by the governmental body.
   iv. Notice of Emergency Meeting or Emergency Addition to Agenda. In instances of an emergency meeting or emergency addition to an agenda, Subrecipients shall comply with §551.045 and §551.047.

ARTICLE 27. INDEMNIFICATION.

1. To the extent permitted by law, the Subrecipient shall indemnify and save harmless the State from all claims and liability due to activities of its agents, employees, or volunteers performed under this MGA and PGA, which result from an error, omission, or negligent act of the Subrecipient or of any person employed by the Subrecipient.

2. To the extent permitted by law, the Subrecipient shall also save harmless the State from any and all expenses, including attorney fees, which might be incurred by the State in litigation or otherwise resisting said claim or liabilities which might be imposed on the State as a result of activities by the Subrecipient, its agents, employees, or volunteers.

3. The Subrecipient acknowledges that it is not an agent, servant, or employee of the State and that it is responsible for its own acts and deeds and for those of its agents, employees, or

volunteers during the performance of the MGA and PGA.

ARTICLE 28. COMPLIANCE WITH LAWS.

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

ARTICLE 29. NONCOLLUSION.

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

ARTICLE 30. DEBT TO THE STATE.

If the comptroller is currently prohibited from issuing a warrant to Subrecipient because of a debt owed to the State, then the Subrecipient agrees that any payments owed under the contract will be applied towards the debt or delinquent taxes until the debt or delinquent taxes are paid in full.

ARTICLE 31. NONDISCRIMINATION ON THE BASIS OF DISABILITY.

The Subrecipient agrees that no otherwise qualified person with a disability shall, solely by reason of the person's disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under the project. The Subrecipient shall ensure that all fixed facility construction or alteration and all new equipment included in the project comply with applicable regulations set forth at 49 CFR Part 27, Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance, and the Americans with Disabilities Act.

ARTICLE 32. SUCCESSORS AND ASSIGNS.

The Subrecipient binds themselves, their successors, assigns, executors and administrators in respect to all covenants of this MGA. The Subrecipient shall not assign, sublet, or transfer their interest in this agreement without the written consent of the State.

ARTICLE 33. LEGAL CONSTRUCTION.

In case any one or more of the provisions contained in this MGA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision of it and this MGA shall be construed as if

such invalid, illegal, or unenforceable provision had never been contained within it.

ARTICLE 34. PRIOR AGREEMENTS.

This MGA supersedes any prior written or oral agreements between the parties respecting the public transportation grant specifically authorized and funded under this MGA.

ARTICLE 35. REAL PROPERTY ACQUISITION, CONSTRUCTION, AND REPAIR.

1. **Relocation and Real Estate Acquisition.** Acquisition by the Subrecipient of real estate for projects with federal funding must be carried out in accordance with provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) of 1970 (42 U.S.C.§61), federal regulations (49 CFR Part 24 and FTA C5010.1D), and any applicable state and local laws, ordinances, regulations, and requirements.

2. **Construction.** The Subrecipient shall comply with all applicable construction statutes, regulations, and related requirements, during the effective time period of the MGA, including state and local laws, ordinances, regulations, and requirements and follow applicable FTA guidance in the development and implementation of construction projects for the award. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering:
   i. Construction Plans and Specifications: The Subrecipient shall comply with all applicable statutes, regulations, and requirements, and follow FTA guidance in the development and implementation of construction plans and specifications, including drafting, review, and approval, for the Award.
   ii. Seismic Safety: The Subrecipient shall comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §7701, et seq., and U.S. DOT regulations, "Seismic Safety," 49 CFR Part 41, specifically, 49 CFR §41.117.
   iii. Supervision of Construction: The Subrecipient shall maintain competent and adequate engineering supervision at the construction site of any Project to ensure that the completed work conforms to the approved plans and specifications.
   iv. Construction Reports: For any Project or related activities involving construction, the Recipient shall provide progress reports and other relevant information or data, as required by FTA or the state in which construction takes place.
   v. Major Capital Investment Projects: If the Subrecipient's Project involves a Major Federal Project, it shall comply with all applicable federal regulations, including FTA regulations, "Major Capital Investment Projects," 49 CFR Part 611, and "Project Management Oversight," 49 CFR Part 633, and follow all applicable federal guidance.

3. **Employee Protections.** The Subrecipient shall comply, and shall ensure that each Third-Party Contractor comply, with all federal laws, regulations, and requirements providing protections for construction employees involved in each Project or related activities with federal assistance provided through the Project Grant Agreement. The requirements include but are not limited to:
   i. Prevailing Wage Requirements of:
      a. Federal transit laws, specifically 49 U.S.C. §5333(a), (FTA's "Davis Bacon Related Act");
      b. The Davis-Bacon Act, 40 U.S.C. §§3141-3144, 3146, and 3147; and
      c. U.S. Department of Labor (DOL) regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction

(also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

ii. Wage and Hour Requirements of:
   a. Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §3702, and other relevant parts of that Act, 40 U.S.C. §3701, et seq.; and
   b. U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

iii. "Anti-Kickback" Prohibitions of:
   a. Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. §874;
   b. Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 U.S.C. §3145; and
   c. U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States," 29 CFR Part 3."

iv. Construction Site Safety of:
   a. Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §3704, and other relevant parts of that Act, 40 U.S.C. §3701, et seq.; and
   b. U.S. DOL regulations, "Recording and Reporting Occupational Injuries and Illnesses," 29 CFR Part 1904; "Occupational Safety and Health Standards," 29 CFR Part 1910; and "Safety and Health Regulations for Construction," 29 CFR Part 1926.

4. **The Brooks Act.** When contracting for Architecture and Engineering services, the Subrecipient shall use competitive proposal procedures based on the Brooks Act as defined in 40 U.S.C. Section 11.

5. **National Environmental Policy Act (NEPA).** The Subrecipient shall, and shall ensure that its Third-Party Contractors, comply with all NEPA implementing regulations, including 40 CFR Parts 1500-1508, FHWA and FTA's Environmental Impact and Related Procedures, 23 CFR Part 771, and other environmental laws, regulations, and Executive Orders, such as regulations pertaining to Section 106 of the National Historic Preservation Act, the Clean Water Act, and the Endangered Species Act.

6. **Hazardous Materials.** The Subrecipient shall conduct an inspection of the building for hazardous materials, asbestos, and lead-based paint. Removal and disposal must be in accordance with local, state, and federal regulations prior to the initiation of construction.

ARTICLE 36. CHILD SUPPORT STATEMENT.

1. **Ineligibility to Receive State Grants or Loans or Receive Payments on State Contracts.** Under §231.006, Texas Family Code, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent, is not eligible to receive:
   i. Payments from state funds under a contract to provide property, materials, or services; or
   ii. A state-funded grant or loan.

2. **Continued Ineligibility.** Per Texas Family Code §231.006, a child support obligor or business entity remains ineligible to receive payments from state funds under a contract to

provide property, materials, or services, or a state funded loan until:

i. All arrearages have been paid;
ii. The obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or
iii. The court of continuing jurisdiction over the child support order has granted the obligor an exemption from ineligibility as part of a court-supervised effort to improve earnings and child support payments.

3. **Required Information.** A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

4. **Required Statement.** A contract, bid, or application subject to the requirements of this section must include the following statement: *"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."*

5. **False Certification.** If the above certification is shown to be false, the Subrecipient is liable to the State for attorney's fees, the cost necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or the contract.

ARTICLE 37. NEPOTISM DISCLOSURE.

1. **Prohibition Applicable to Public Official.** Per Texas Government Code §573.041, a public official may not appoint, confirm the appointment of, or vote for the appointment or confirmation of the appointment of an individual to a position that is to be directly or indirectly compensated from public funds or fees of office if:
   i. The individual is related to the public official within a degree described by Texas Government Code Section 573.002; or
   ii. The public official holds the appointment or confirmation authority as a member of a state or local board, the legislature, or a court and the individual is related to another member of that board, legislature, or court within a degree described by Texas Government Code Section 573.002.

ARTICLE 38. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS.

1. Any recipient of funds under this MGA agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

2. The Subrecipient agrees that it shall:
   i. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, 48 CFR 4.1100) if this award provides for more than $25,000 in

Federal funding. The CCR number may be obtained by visiting the CCR website whose address is: https://www.sam.gov/SAM/;

ii. Obtain and provide to the State a Data Universal Numbering System (DUNS) number. The DUNS number will migrant to a Unique Entity ID (UEI), a unique nine-character number that allows the Federal Government to track the distribution of federal money. The DUNS/UEI number may be requested free of charge for all businesses and entities required to do so by visiting the System for Award Management (SAM) website at https://sam.gov/SAM/, and

iii. Report the total compensation and names of its top five (5) executives to the State if:
   a. More than 80% of annual gross revenues are from the Federal Government, and those revenues are greater than $25,000,000 annually; and
   b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 39. NOTICES.

All notices to either party shall be via the Subrecipient's assigned liaison with the State, known as the Public Transportation Coordinator.

ARTICLE 40. DELEGATION OF AUTHORITY/SIGNATURE AUTHORITY.

1. The governing body of a governmental entity may delegate its authority regarding an action authorized to a designated representative, committee, or other person. (Texas Government Code §2269.053)
2. The governmental entity shall provide notice of the delegation, the limits of the delegation, and the name or title of each person designated (Texas Government Code §2269.053)
3. Subrecipients shall have a Signature Authority document on file with the State. The authority must be delegated by the highest level in the Subrecipient's organization.

ARTICLE 41. SIGNATORY WARRANTY.

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

END OF DOCUMENT.

Regular City Council Meeting **6. 20.**

Meeting Date: 07/27/2021

Information

Agenda Item

Resolution - Civic Center: Consider a resolution approving the recommendation from the Cultural Arts Grant Review Committee and the Civic Lubbock, Inc. Board of Directors, for the 2021 Cultural Arts Grant Program, using Hotel Occupancy Tax funds collected at the end of FY 2019-20.

Item Summary

Civic Lubbock, Inc. (CLI) administers an allocation of Hotel Occupancy Tax that is used to underwrite local visual and performing arts programs. The Cultural Arts Grant Program (CAGP) is funded through a portion of the Hotel Occupancy Tax allocation, and those funds are used in making grant awards to local non-profit organizations for the encouragement, promotion, improvement, and application of the arts and the promotion of tourism in the Lubbock community.

The total allocation paid to CLI for the 2021 programs was $355,782.90, which represents 5.92120% of the hotel/motel tax collected at the end of FY 2019/2020. Of that amount, $35,578.29, which is 10%, is allocated for a Public Art Program, and $15,000.00 has been set aside by CLI for a proposed Live Music Performance Grant Program that will be available to local hotels to provide live music. The Live Music Grant Program will come before the City Council for consideration in the Fall of 2021. This leaves $305,204.61 available for the 2021 CAGP. In addition, $2,167.56 in interest on prior-year funds, declined 2019 grant funds of $8,067, and a carry-over of $0.04 from the 2019 funds, provides a total of $315,439.21 available for this cycle of Cultural Arts grants. CLI elected to absorb any administrative expense in administering this program, so the entire amount available for the 2021 CAGP is $315,439.21.

The Cultural Arts Grant Review Committee and the CLI Board recently reviewed and revised the CAGP Guidelines and Procedures. One change implemented beginning in 2021, was converting to one grant cycle per year, which is standard with most other granting entities and foundations. Local organizations will have more advance notice of any approved grant funding, and will receive their 60% portion of the grant award which is paid upon execution of their grant agreement, much earlier.

A Grant Workshop was held on May 4, 2021, for first-time applicants wishing to apply for a Cultural Arts Grant. Twenty-nine applications were received by the June 1, 2021 deadline. The CAGP Review Committee has recommended full or partial funding for all twenty-nine applicants.

The CAGP Review Committee, comprised of appointments by the City Council and representatives of the CLI Board of Directors, submitted their recommendations to the full CLI Board at their June 28, 2021 meeting. These recommendations are now being presented to City Council for approval.

The CAGP Review Committee and the CLI Board of Directors are requesting approval of $315,439.00 in grant awards for the 2021 CAGP.

All applicants recommended for grant awards are in good standing with the City and CLI.

Fiscal Impact

None

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Cultural Arts Grant Program Review Committee
Civic Lubbock, Inc. Board of Directors

Attachments

Resolution - CLI Cultural Arts Grants
CAG Recommendations
CLI Board Letter
Funding History
CAG Detail Support

RESOLUTION

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

THAT the City Council hereby approves the recommendation from the Cultural Arts Grant Review Committee and the Civic Lubbock, Inc. Board of Directors for the 2021 Cultural Arts Grant Program using Hotel Occupancy Tax funds allocated for FY 2019-2020.

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

City of Lubbock/Civic Lubbock, Inc. Cultural Arts Grant Program

2021 Cultural Arts Grant Recommendations

July 27, 2021

Grant No.	Organization	Project	Requested	Recommended
2106-001	Ballet Lubbock	The Nutcracker 2021	$ 10,000	$ 6,695
2106-002	Ballet Lubbock	Dallas Black Dance Theatre	5,000	3,450
2106-003	Ballet Lubbock	*Cinderella*	7,500	4,826
2106-004	Office of International Affairs - TTU	21st Annual High and Dry Photography Exhibit	1,000	1,000
2106-005	Lubbock Symphony Orchestra, Inc.	2021/2022 Masterworks, Pops and Family Concert Season	70,000	38,608
2106-006	National Cowboy Symposium & Celebration, Inc.	National Cowboy Symposium & Celebration	18,000	12,631
2106-007	West Texas Watercolor Society	"From Chaos to Order" a water-media workshop with Kathleen Conover	4,000	3,340
2106-008	Broadway Festivals, Inc.	32nd Annual 4th on Broadway Celebration	50,000	28,000
2106-009	Flatland Productions, Inc.	2022 Caldwell Kids Entertainment Spring Concert	20,000	11,990
2106-010	The Lubbock Chorale	Finale Masterworks: Britton & Bernstein	2,500	2,103
2106-011	West Texas Watercolor Society	2021/2022 West Texas Watercolor Memberships Shows	2,200	2,200
2106-012	Lubbock Christian University Theatre	Lubbock Christian University Theatre presents *Bye Bye Birdie*	15,660	8,706
2106-013	Outside In Festival	The Inaugeral Outside In Festival	15,000	7,850
2106-014	The Robert Burns Society of West Texas	8th Annual Robert Burns Supper and Heritage Celebration	6,400	3,537
2106-015	Lubbock Moonlight Musicals	Moonlight Musicals 2022 Summer Season	55,000	35,800
2106-016	Lubbock Arts Alliance, Inc.	44th Annual Lubbock Arts Festival	50,000	36,167
2106-017	Lubbock Arts Alliance, Inc.	2021/2022 Cultural District Marketing	15,000	7,700
2106-018	Lubbock Arts Alliance, Inc.	PDA (Public Display of Art) in Lubbock 2022	15,000	8,650
2106-019	University Interscholastic League - TTU	Texas Tech Summer Theatre/Technical Camp/Film Camp	12,000	9,154
2106-020	University Interscholastic League - TTU	Texas Tech UIL 4A & 5A Regional One-Act Play Contest 2022	9,500	7,402
2106-021	University Interscholastic League - TTU	Texas Tech UIL One-Act Play Director's Workshop	5,000	3,377
2106-022	Flatlands Dance Theatre	Surfing the Raging Sea (Spring Perf) and Young Dancers Workshop	6,000	4,300
2106-023	East Lubbock Art House	Voices of East Lubbock	1,308	1,308
2106-024	Underwood Center for the Arts	First Friday Art Trail	25,000	19,417
2106-025	Underwood Center for the Arts	2021 Flatland Film Festival	12,000	9,120
2106-026	Underwood Center for the Arts	2022 West Texas Battle of the Bands	3,000	2,178
2106-027	Lubbock Community Theatre	Lubbock Community Theatre 2021/2022 Performing Arts Programming	30,000	19,600
2106-028	Fiestas del Llano, Inc.	Fiestas Patrias	12,000	8,560
2106-029	Ballet Folklorico Aztlan de Lubbock	Viva Aztlan Festival 2022	9,000	7,770
		TOTAL	**$ 487,068**	**$ 315,439**

Funding for the 2021 Cultural Arts Grant Program

City of Lubbock Hotel Occupancy Tax allocation	$ 355,782.90
Less 10% allocated for Public Art Acq/Maint per City/CLI Agreement	(35,578.29)
Less funding for Live Music Performance Grant Program (Hotels)	(15,000.00)
Interest earned on 2017 funds not yet allocated as of 3/31/2021	25.94
Interest earned on 2018 funds not yet allocated as of 3/31/2021	415.26
Interest earned on 2019 funds not yet allocated as of 3/31/2021	1,726.36
Carry over from 2019 CAG funds	0.04
2019 Cycle 2 Grant Funds declined by Grantee - Did not use	8,067.00
Total available for 2021 CAG Program	$ 315,439.21

CIVIC LUBBOCK
arts • culture • entertainment

June 28, 2021

Ms. Lisa Thomason
Director
Lubbock Memorial Civic Center
1501 Mac Davis Ln
Lubbock, Texas 79401

Dear Ms. Thomason:

The Cultural Arts Grant Review Committee for the City of Lubbock's Cultural Grants Program has determined its recommendations for the 2021 Cultural Arts Grant Program. This recommendation was presented to the entire Civic Lubbock, Inc. Board of Directors on June 28, 2021 and was approved as recommended. All applicants recommended for grant awards are in good standing with the City of Lubbock and Civic Lubbock, Inc.

The total Hotel Occupancy Tax allocation provided for $355,782.90. Of that amount, 10% ($35,578.29) was allocated for the Public Art Program and $15,000 has been set aside by CLI for a proposed Live Music Performance Grant Program that will be available to local hotels to provide live music, leaving $305,204.61 available for the Cultural Arts Grant Program. In addition, interest ($2,167.56), declined/unused grant funds ($8,067.00) and carryover funds ($ .04) are available for the 2021 program, making the amount designated for the 2021 Cultural Arts Grant Program a total of $315,439.21. CLI elected to absorb any administrative expense in administering this program therefore the entire allocation of $315,439.21 is available for the 2021 Cultural Arts Grant Program.

The Cultural Arts Grant Review Committee and the Civic Lubbock, Inc. Board recently reviewed and revised the Cultural Arts Grant Program Guidelines and Procedures. One change implemented beginning in 2021 was to go to one grant cycle per year. One grant cycle is standard with most other granting entities and foundations. Local organizations will have more advance notice of any approved grant funding and will receive their 60% portion of the grant award paid upon execution of their grant agreement much earlier.

The Cultural Arts Grant Review Committee is comprised of five members; three Civic Lubbock, Inc. Directors assigned by Civic Lubbock, Inc. and two members-at-large appointed by the City Council. They are as follows:

Kathy Horkey-Wolff, CLI Board of Directors/Chair of the Grant Review Committee
Idris Traylor, CLI Board of Directors
Stephanie Massengale, CLI Board of Directors
Melinda Green Harvey, Member-at-Large appointed by City Council
Christena Gonzales, Member-at-Large appointed by City Council

In reviewing requests and developing funding recommendations for each application, the Cultural Arts Grants Review Committee followed the approved 2021 Cultural Arts Grant Guidelines and Procedures. A Grant Workshop was held on May 4, 2021 for first time applicants wishing to apply for a Cultural Arts Grant. Included among the workshop presenters was a representative from Visit Lubbock (the Lubbock Convention and Visitors Bureau).

Accompanying this document are the results of the Cultural Arts Grant Review Committee meeting held on June 17, 2021. Twenty-nine applications were received and twenty-nine applications are recommended for full or partial funding. The total amount of funding requested for the 2021 grant cycle was $487,068.00 of which $315,439.00 is recommended for funding. In going to one grant cycle per year, several applicants submitted applications that combined similar projects as an entire season or year of programming. The remaining $ .21 will be carried over to the 2022 Cultural Arts Grant Program.

The Civic Lubbock, Inc. Board of Directors requests that the City Council consider approval of the Cultural Arts Grant allocations of $315,439.00 as recommended by the Cultural Arts Grant Review Committee and approved by the Civic Lubbock, Inc Board.

Sincerely,

Rafael Gutierrez
President
Civic Lubbock, Inc.

Attachments

City of Lubbock, Texas
Civic Centers
Cultural Arts Grant Funding
June 2015 through December 2019

Organization	Project	June 2015	December 2015	June 2016	December 2016	June 2017	December 2017	June 2018	December 2018	June 2019	December 2019	TOTAL
American Wind Power Center	Windmill Museum Visitor's Guide Book					8,848						8,848
Art League of West Texas	Fall/Spring Shows and Workshop	450	375	400	525							2,200
Ballet Lubbock	The Nutcracker	9,000		9,000		6,500		8,000		8,000		40,500
	Spring Performance		7,500		6,350		7,500		7,125		7,350	34,133
Broadway Festivals, Inc.	4th on Broadway Celebration		37,600		35,115		35,115		33,219		36,000	170,249
Charles Adams Studio Project	Printmaking/Metal Workshops			1,700				1,800				5,000
	Sight and Sounds First Friday Art Trail @ CASP					3,600		4,600			4,000	8,200
Cindy Hughlett Music Ministry	Concert		5,000				7,500		5,800			18,300
Christ in the Arts of West Texas	Workshop and Performance						1,450					1,450
Each One Reach One	Gospel Concerts				15,413		12,000		10,000		12,800	57,313
Fiestas del Llano, Inc.	Fiestas Patrias	8,500		5,830		7,500		7,800		7,800		37,430
Flatlands Dance Theatre	Spring/Fall Performances					1,550	1,550	1,550	1,550	1,550	5,000	12,750
Flatlands Prod/Cactus Kids Theatrical	Musical Production						11,000		10,429	11,000		32,429
Friends of the Lubbock Public Library	40th Anniversary with Author Jessica Fellowes					4,500						4,500
Los Hermanos Familia	West Texas Latino Art Show					1,150						1,150
Lubbock Arts Alliance	Take in the Local Color Studio Tour	12,500		12,500		6,600		8,925		7,000		47,525
	Lubbock Arts Festival		34,250		36,000		39,500		37,385		41,000	171,335
	Lubbock Cultural District Marketing	8,500		9,000		10,800		9,000		11,250		48,550
	Art on the Llano (Public Display of Art)								9,000		12,800	9,000
	The Maines Bros. Band - Live in Lubbock's Cultural District		18,617		15,000				14,110			62,227
	Lubbock-Con 2016	4,000										4,000
	3rd Annual Scottish Ceilidh/Robert Burns Supper	3,750		4,000								7,750
Lubbock Centro Aztlan	Viva Aztlan Festival		9,000		5,000		6,681		6,000			33,881
Lubbock Chorale	Chorale Concerts			3,500		2,000		2,600		2,925		11,025
Lubbock Christian University	LCU/Wayland Baptist Combined Choir Concert				5,000				2,600			7,600
	LCU Theatre Fall Musical Productions	9,000		9,000		6,000		7,700		7,700		39,400
Lubbock Community Theatre	Fall Season	7,000		8,000		4,600		5,400		6,000		31,000
	Spring Season		9,150		6,000		6,000		5,838		11,000	33,688
Lubbock-Con Ventures	Lubbock-Con									9,590		9,590
Lubbock Moonlight Musicals	Summer Season		34,000		26,500		28,000		26,460			138,160
	Moonlight Broadway	21,500		42,790		32,500		30,000				145,990
	Full Season (Broadway/Summer Combined									52,800		52,800
Lubbock Roots Historical Arts Council	2nd Annual Caprock Jazz Festival			15,000								15,000
Lubbock Symphony Orchestra	Masterworks Concert Series	45,000		43,650		35,750		45,000		45,000		214,400
	No. American Saxophone Conference Concert		7,500									7,500
Medieval & Renaissance Studies, TTU	Symposium						2,850					2,850
National Cowboy Symposium & Cele	National Cowboy Symposium & Celebration	25,000		22,000		16,900		19,000		16,750		99,650
The Robert Burns Society of West TX	Annual Robert Burns Supper									3,780		3,780
TTU College of Architecture	A Celebration of Architecture: Buddy Holly Hall							11,200				11,200
TTU Humanities	Animal/Language Interdisciplinary Conf								2,500			2,500
TTU Office of International Affairs	Annual Robert Burns Supper					5,000		4,550				9,550
	High and Dry Photography Exhibit									1,050		1,050
TTU Museum Association	Feed Sack Exhibit								6,400			6,400
TTU Public Media - KTTZ-FM	From the Top	10,000										10,000
TTU School of Art	Conference									3,250	5,000	3,250
TTU University Interscholastic League	One-Act Play Competition		7,150		6,000		6,500		6,163		8,000	30,813
	One-Act Play Director's workshop	5,000		5,000		3,575		3,575		3,550		20,700
	UIL Summer Theatre Camps		9,000		6,000		8,500		8,100		10,000	37,600
TTU University Press	Lubbock Book Festival					8,125						8,125
Underwood Center for the Arts	First Friday Art Trail	14,000		14,000		10,400		14,600		14,625		67,625
	Flatland Film Festival	11,000		11,500		8,700		8,200		8,160		47,560
	WT Battle of the Bands								5,649		5,000	5,649
	Exhibition		13,500				15,025					28,525
	Latino Arts and Culture Festival				10,350							10,350
West Texas Watercolor Society	Watercolor Shows (Fall, Winter and/or Spring	500	750	500	650	1,100	700	1,200	650	1,400	800	9,050
	Workshops			1,750		2,000		1,300				5,050
		$ 194,700	$ 193,392	$ 219,120	$ 173,903	$ 187,698	$ 189,871	$ 196,000	$ 198,978	$ 223,180	$ 158,750	1,940,350

Cultural Arts Grant Review Committee
Recommendations
2021 Granting Cycle

2106-001 **Ballet Lubbock**
The Nutcracker 2021
Amount Requested: $ 10,000
Amount Recommended: $ 6,695

Ballet Lubbock requested $10,000 to assist with advertising and promotion of their annual production of *The Nutcracker* that will be performed December 8-12, 2021 at Buddy Holly Hall. The production will feature over 175 local dancers as well as 45 musicians in the live Nutcracker Symphony Orchestra. World-renowned guest artists will round out the cast and will serve as mentors and teachers to the students at the Ballet Lubbock School.

Committee Comments:

- Project has strong artistic merit
- Guest artists provide mentoring and educational opportunities for the younger local dancers
- Application indicates a strong marketing plan and includes online event calendars and social media sites
- Applicant plans to block rooms with three local hotels
- Application indicates good foundation and corporate support
- Applicant has a good plan in place to track tourism; application indicates growth in tourism numbers and room nights generated
- Cultural Arts Grant funds recommended ($6,695) will be used towards the cost of Promotion/Publicity

2106-002 **Ballet Lubbock**
Dallas Black Dance Theatre
Amount Requested: $ 5,000
Amount Recommended: $ 3,450

Ballet Lubbock requested $5,000 to assist with presenting the world-renowned dance company, Dallas Black Dance Theatre, on February 5, 2022 at Buddy Holly Hall. The Dallas Black Dance Theatre, founded in 1976, is the oldest, continuously operating professional dance company in Dallas. The contemporary dance company consists of 12 professional full-time dancers performing a mixed repertoire of modern, jazz, ethnic and spiritual works by nationally known choreographers. Dallas Black Dance Theatre is designated as an "American Masterpiece Touring Artist" by the National Endowment for the Arts.

Committee Comments:

- Project has strong artistic merit
- Application indicates that there will be opportunities for collaboration and community engagement with the performance occurring at the beginning of Black History month
- Application indicates a good marketing plan to reach potential audiences in eastern New Mexico, Oklahoma as well as West Texas

- Applicant plans to partner with three local hotels
- Cultural Arts Grant Funds recommended ($3,450) will be used towards to the cost of Promotion/Publicity

2106-003 **Ballet Lubbock**
Cinderella
Amount Requested: $ 7,500
Amount Recommended: $ 4,826

Ballet Lubbock requested $7,500 to assist with promotion and publicity associated with the presentation of their spring production of "Cinderella" on April 8-9, 2022 at Buddy Holly Hall. Cinderella, one of the most ambitious spring productions to date, will feature dancers from the Ballet Lubbock School and Company.

Committee Comments:

- Project has strong artistic merit
- Application indicates that the production will be presented during the Lubbock Arts Festival which will provide an opportunity for collaboration and cross-promoting
- Application indicates a good marketing plan to include a variety of mediums to reach potential audiences in eastern New Mexico, Oklahoma as well as West Texas
- Applicant plans to partner with three local hotels
- Application indicates other grant/foundation support as well as corporate support
- Cultural Arts Grant Funds recommended ($4,826) will be used towards to the cost of Promotion/Publicity

2106-004 **Office of International Affairs, TTU**
21st Annual High and Dry Photography Exhibit
Amount Requested: $ 1,000
Amount Recommended: $ 1,000

The Office of International Affairs at Texas Tech University requested $1,000 to support the 21st Annual High and Dry Photography Exhibit to be displayed in the galleries of the International Cultural Center from November 22, 2021 through January 28, 2022. Since 2000, the Office of International Affairs has curated this premiere juried photographic exhibition of people and places of the world's dry lands. Approximately 90 photographers, 50% of which are from across Texas and the US, will submit over 350 photographs from which 70 images will be selected for the exhibition. Photographers may submit a maximum of five photographs for consideration. Images have been shot in regions as remote as Chile and Morocco and as near and familiar as Caprock Canyon.

Committee Comments:

- Project has strong artistic merit
- Applicant is encouraged to broaden the search for a nationally recognized juror outside of the Lubbock area which could possibly contribute to receiving more entries and even more high quality entries
- Applicant has a good marketing plan in place for outside the Lubbock area. A call for entries will be posted on photographic society websites throughout Texas and the surrounding states; direct mail and emails will be sent to over 700 photographers, 400 of which are outside the Lubbock

region; event calendar listings, social media and radio advertising to promote the Exhibit will be utilized

- Applicant plans to include a link to the Visit Lubbock website with hotel information on all promotional materials; out-of-town visitors participating in functions at the International Cultural Center will be able to view the High and Dry Exhibit
- Applicant has a good plan in place for tracking tourism and room nights generated
- Cultural Arts Grant funds recommended ($1,000) are to be used towards the cost of Professional Services - Juror Fee ($300), Supplies/Materials - Exhibit Signage ($90), and Promotion and Publicity ($440) and Postage ($170)

2106-005 **Lubbock Symphony Orchestra**
2021/2022 Masterworks Season, Pops & Family Concerts
Amount Requested: $ 70,000
Amount Recommended: $ 38,608

The Lubbock Symphony Orchestra requested $70,000 to assist with musician fees and guest artist fees associated with the presentation of the 2021/2022 Masterworks Season, Pops and Family Concerts. Performances will be held on various weekends beginning in November of 2021 and ending in May of 2022. In addition to the regular Masterworks performances, the Symphony will be presenting its very popular Halloween-themed "Maestro Mash" Family Concert, complete with conducting lessons and a musical instrument "Petting Zoo" followed by a free family concert. The season will also include two Holiday Pops Concerts in December.

Committee Comments:

- Project has strong artistic merit
- Application indicates good foundation and corporate support
- Application indicates a good history of generating tourism and room nights
- Applicant plans to partner with a local hotel
- Cultural Arts Grant funds recommended ($38,608) will be used towards the cost of Professional Services (Guest Artist Fees) and/or Promotion and Publicity

2106-006 **National Cowboy Symposium & Celebration, Inc.**
National Cowboy Symposium & Celebration
Amount Requested: $ 18,000
Amount Recommended: $ 12,631

The National Cowboy Symposium & Celebration requested $18,000 to assist with the cost of producing the Annual Cowboy Symposium and Celebration to be held on September 10-12, 2021 at the Lubbock Memorial Civic Center. The Symposium will include national, regional and local music entertainers, poets, storytellers, western presenters and re-enactment groups, horse handling demos, Native American activities, chuck wagons, youth activities and exhibits of western merchandise and artworks.

Committee Comments:

- Project has strong artistic and cultural merit
- Application indicates a good history of generating tourism and room nights
- Application indicates good foundation and corporate support
- Applicant plans to partner with local hotels
- Application indicates a strong marketing plan, both regionally and nationally

- Applicant has a good plan in place for tracking tourism and room nights
- Cultural Arts Grant funds recommended ($12,631) will be used towards the cost of Professional Services (Artist Fees) and/or Promotion/Publicity

2106-007 **West Texas Watercolor Society**
"From Chaos to Order" Workshop with Kathleen Conover
Amount Requested: $ 4,000
Amount Recommended: $ 3,340

The West Texas Watercolor Society requested $4,000 to assist with the costs associated with the presentation of a watermedia workshop: "From Chaos to Order" featuring nationally and internationally known water-media artist, Kathleen Conover. The workshop will be held October 11-15, 2021. There will be a public demonstration on October 10, 2021.

Committee Comments:
- Project has strong artistic merit
- Applicant has a good marketing plan in place; plans to promote the show through various online tourism websites and calendars; the workshop will also be promoted to local junior high and high school art teachers
- Cultural Arts Grant funds recommended ($3,340) will be used towards the cost of Professional Services (Artist Fees)

2106-008 **Broadway Festivals, Inc.**
32nd Annual 4th on Broadway Celebration
Amount Requested: $ 50,000
Amount Recommended: $ 28,000

Broadway Festivals requested $50,000 for the 32nd Annual 4th on Broadway Celebration to be held on July 2-4, 2022 with activities to be held at Mackenzie Park. The 2022 event will include La Raza on the Plaza and a Country Concert to kick off the celebration on July 2 and July 3 respectively. The activities in MacKenzie Park on July 4th will include 300 singers and musicians performing on three different stages, a massive kid's area, an evening concert and other family friendly activities.

Committee Comments:
- The music components of the project reflect good artistic merit
- Application indicates strong tourism and room night numbers in past years. This was largely due to the continuation of a committee who formulates and executes survey strategies to collect demographic and geographic information from attendees
- Applicant plans to block rooms at a local hotel with the assistance of Visit Lubbock
- Application indicates a good marketing plan to target local, regional and potential national attendees
- Application indicates strong in-kind and corporate support as well as other grant support
- Cultural Arts Grant Funds recommended ($28,000) will be used towards the cost of Professional Services (Music Production and Musicians)

2106-009 **Flatland Productions, Inc.**
2022 Caldwell Kids Entertainment Spring Concert
Amount Requested: $ 20,000
Amount Recommended: $ 11,990

Flatland Productions requested $20,000 to assist with costs associated with the presentation of the 2022 Caldwell Kids Entertainment Spring Concert to be held on dates between March 1 and June 1, 2022 at the Cactus Theatre. The project will also include a seminar featuring a nationally recognized guest artist. Guest artists in the past have included Richie McDonald and David Gaschen. The Concert will be a culmination of the student's hard work and will consist of two 2-hour and 30 minute productions that will include individual and group performances from an ensemble of 40-50 students ranging in age from 4-18 years old. The guest artist will also perform with the students during the Spring Concert.

Committee Comments:

- Project has strong artistic and educational merit
- Application indicates good attendance and tourism numbers
- Applicant has a good plan for marketing outside the region using social media, direct mail and emails, regional billboards and listings in travel magazines and on online event calendars
- Applicant plans to work with Visit Lubbock to block rooms in a local hotel
- Applicant plans to use ticketing data, on-site surveys and communication with hotels to track tourism
- Cultural Arts Grant funds recommended ($11,990) will be used towards the cost of Professional Services (Guest Artist/Musicians/Stage and Tech Crew/Production Staff) and/or Facility Rental

2106-010 **The Lubbock Chorale**
Finale Masterworks: Britton & Bernstein
Amount Requested: $ 2,500
Amount Recommended: $ 2,103

The Lubbock Chorale requested $2,500 to assist with costs associated with the presentation of their Finale Masterworks Concert of its 2021/2022 Concert Season, "Britton & Bernstein." The performance will be held in Hemmle Recital Hall at the Texas Tech University School of Music on May 7, 2022. Two high school choirs in the Lubbock area will be invited to collaborate with Lubbock Chorale on the Bernstein pieces.

Committee Comments:

- Project has good artistic merit
- Application indicates a good marketing plan; includes utilizing social media platforms, online tourism calendars, and postcard mailings. They also plan to use their YouTube channel to share videos of past performances to encourage new audiences to attend the live performance.
- Application indicates a good plan for tracking tourism through zip code data provided from Select-a-Seat
- Cultural Arts Grant funds recommended ($2,103) will be used towards the cost of Professional Services (Orchestra/Soloists/Accompanist/Graphic Designer/Video Editor) and/or Promotion/Publicity

2106-011 **West Texas Watercolor Society**
2021/2022 West Texas Watercolor Society Membership Shows
Amount Requested: $ 2,200
Amount Recommended: $ 2,200

The West Texas Watercolor Society requested $2,200 to assist with costs associated with the presentation of its Fall, Winter and Spring Membership Shows. The Fall Show will be held September 1, 2021 through November 1, 2021 at the Texas Tech Museum, the Winter Show will be held November 24, 2021 through January 16, 2022 at the YWCA/Legacy of Lubbock and the Spring Show will be held May 2 through May 31, 2022 at the Garden and Arts Center. Exhibiting artists are encouraged to attend the First Friday Art Trails that occur at these locations to allow the public to interact with the artists and to view art demonstrations.

Committee Comments:

- Project has strong artistic merit
- Applicant has a good marketing plan in place; plans to promote the show through various online tourism websites and calendars
- Applicant has a good plan in place for tracking tourism and room nights generated
- Cultural Arts Grant funds recommended ($2,200) are to be used towards the cost of Professional Services – Jurors ($750) and Other - Artist Awards ($1,450)

2106-012 **Lubbock Christian University Theatre**
Lubbock Christian University presents *Bye Bye Birdie*
Amount Requested: $ 15,660
Amount Recommended: $ 8,706

The Theatre Area of the Communications/Fine Arts Department of Lubbock Christian University requested $15,660 to assist with costume rental and orchestra musician fees for the fall musical production of *Bye Bye Birdie* scheduled for October 7-9, 2021. The production will be held in conjunction with LCU's Parent/Family Weekend festivities and include a cast and crew of over 40, an orchestra of at least 18 professional musicians, and at least 4 student musicians.

Committee Comments:

- Project has strong artistic merit
- Project has a good arts education component; cast members are comprised of LCU students
- Application indicates a good marketing plan outside the region to include postings on travel websites and contacting newspapers in smaller cities in the region as well as in New Mexico; area theatre teachers and students will be invited to attend the production
- With the production being held in conjunction with LCU's Parent/Family weekend, there is a good potential to generate room nights
- Application indicates a good plan to track tourism
- Applicant plans to partner with a local hotel
- Cultural Arts Grant funds recommended ($8,706) will be used towards the cost of Professional Services (Orchestra Musicians) and/or Rentals (Costumes)

2106-013 **Outside In Festival**
The Inaugural Outside In Festival
Amount Requested: $ 15,000
Amount Recommended: $ 7,850

Outside In Festival requested $15,000 to assist with the costs associated with the Inaugural Outside In Festival scheduled for October 8-10, 2021. The Festival will take place behind the CASP 5th & J Gallery. The festival will feature guest artists from Amsterdam: Chronos, an ensemble of four (4) professional dancers, and two Emmy-nominated performance artists, Ria Marks and Titus Tiel Groenestege of Orkater. Approximately 10-20 shipping containers will be placed in and around the 5th & J Gallery. Each container will provide a different performance experience, with performances taking place inside, outside, on top of, and around the individual containers across 15-20 minutes each on a rotating basis.

Committee Comments:

- Project has strong artistic merit
- Outside In Festival is a first time applicant and this project is its inaugural festival; the uniqueness of this project provides a good opportunity for tourism
- Application indicates a good marketing plan, including social media platforms and tourism event calendars; the guest artists will also be promoting the event to their peers and colleagues
- Applicant has applied for additional grant funding from other foundations to assist with the project; application shows good corporate support
- Cultural Arts Grant funds recommended ($7,850) will be used towards the cost of Professional Services (Artist Stipends) and/or Rentals (Shipping Containers)

2106-014 **The Robert Burns Society of West Texas**
8th Annual Robert Burns Supper and Heritage Celebration
Amount Requested: $ 6,400
Amount Recommended: $ 3,537

The Robert Burns Society of West Texas requested $6,400 to assist with costs associated with the 8th Annual Robert Burns Supper and Heritage Celebration to be held on January 29, 2022 at the Texas Tech University International Cultural Center. This traditional celebration of Scottish heritage and culture focuses on the literary legacy of Robert Burns, Poet Laureate of Scotland, his songs and poems. Performances will be provided by Mari Black and her trio. Ms. Black is an international Fiddle Champion. She has performed at various Celtic Festivals around the world and at Carnegie Hall. Classically trained, she performs everything from Scottish and Irish traditional dance music to klezmer music of Eastern Europe to modern jazz riffs.

Committee Comments:

- Project has good artistic and cultural merit
- Applicant plans to partner with a local hotel
- Application indicates a good marketing plan for generating tourism outside the Lubbock area; applicant plans to reach out to Scottish Societies throughout Texas and surrounding regions, including groups in Boerne, Dallas, Decatur, Austin and the Hill Country as well as the St. Andrew Scottish Society of New Mexico and the United Scots of Oklahoma
- Application indicates a good method for tracking out of town attendees and room nights generated using guest registers and zip code tracking through Select-a-Seat
- Cultural Arts Grant funds recommended ($3,537) will be used towards Professional Services (Performer Fees and Sound System), Promotion/Publicity and/or Postage

2106-015 **Lubbock Moonlight Musicals, Inc.**
Moonlight Musicals Summer Season 2022
Amount Requested: $ 55,000
Amount Recommended: $ 35,800

Lubbock Moonlight Musicals requested $55,000 to assist with cost of artist fees, professional service fees and performance rights for the presentation of its 2022 Summer Season. Productions at the Moonlight Musicals Amphitheatre will include *Shrek* on various dates in June of 2022, *Newsies* on various dates in July of 2022 and *Into the Woods* on various dates in August of 2022. The production of *The Prince of Egypt* will be presented virtually (but may shift to an in-person performance) in April of 2022 and used to promote the upcoming summer season. Their outreach program dedicated to youth will highlight an all youth orchestra in addition to interning youth in production roles for the production of *Newsies.*

Committee Comments:

- Project has strong artistic and educational merit
- Application indicates good corporate and foundation support
- Application indicates a good marketing plan in place to reach potential audiences outside the Lubbock area
- Cultural Arts Grant funds recommended ($35,800) will be used towards the cost of Professional Services (Orchestra Musicians), Facility Rental and/or Other Rentals (Performance Rights)

2106-016 **Lubbock Arts Alliance, Inc.**
44th Annual Lubbock Arts Festival
Amount Requested: $ 50,000
Amount Recommended: $ 36,167

The Lubbock Arts Alliance requested $50,000 to assist with expenses related to the 44th Annual Lubbock Arts Festival to be held on April 8-10, 2022 at the Lubbock Memorial Civic Center. The theme of the Arts Festival will be "Red, White and Blue", a patriotic recognition of the beauty of our country and those that have served it throughout the years. Proposed highlights include an exhibit of Ramona Otto, artist of Americana assemblages; a performance by Marcia Ball, State of Texas Musician; a special gallery featuring professional portraits of veterans from around the region; Suzy Powell, Featured Artist; and historical re-enactment groups from around the state. Other components of the Festival will include visual artists from around the nation, demonstrating artists, a Juried Gallery with merit awards, a Children's Art Area, Young Artist and Writers Competitions, and performance stages.

Committee Comments:

- Project has strong artistic merit
- Applicant continues to bring in innovative and unique exhibits to stimulate interest in the arts and the festival each year
- Application indicates consistently strong room night and tourism numbers in past years
- Application indicates strong corporate and other grant/foundation support
- Cultural Arts Grant funds recommended ($36,167) will be used towards the cost for Professional Services (Artists/Performers) and/or Promotion/Publicity

2106-017 **Lubbock Arts Alliance**
2021/2022 Cultural District Marketing
Amount Requested: $15,000
Amount Recommended: $ 7,700

The Lubbock Arts Alliance requested $15,000 to assist with the marketing of Lubbock's Cultural District. The funds requested would be used for professional services, which will continue the robust online presence of the Cultural District through email, social media, and a dedicated website. In order for Lubbock to maintain the Cultural District Designation by the State, which allows local arts organizations to apply for state grants exclusively for projects located in the Cultural District, the Arts Alliance must continue to actively advertise and market the District and it activities.

Committee Comments:

- Project supports the arts, humanities and cultural tourism
- Project provides additional advertising for cultural events by selling a complete "package" of the arts in Lubbock to visitors and potential visitors
- Application indicates a good plan for marketing events in the Cultural District to potential audiences outside the Lubbock area
- The Committee recommended that applicant look at maintaining/increasing the Cultural District's presence on Instagram to better reach the demographic that uses that platform
- Cultural Arts Grant funds recommended ($7,700) will be used towards the cost of Professional Services

2106-018 **Lubbock Arts Alliance, Inc.**
PDA (Public Display of Art) in Lubbock
Amount Requested: $ 15,000
Amount Recommended: $ 8,650

The Lubbock Arts Alliance requested $15,000 to assist with artist fees associated with continuing the "PDA (Public Display of Art) in Lubbock initiative. This project places large-scale artworks at major intersections throughout Lubbock. This project is the only one of its kind in the region. It takes pre-existing pieces of public art, selected through a call for entries process, and exhibits them for a period of two years. After that time, a new piece of art is selected to replace the current one; thus ensuring that there is always something new to view at various intersections. The project is a collaboration of Texas Department of Transportation, the Tornado Gallery, and the Lubbock Arts Alliance. The Featured Artist selected is B.C. Gilbert from Wichita Falls. The public art displayed will be from Gilbert's "Friendly Cowboy" series. Each "Friendly Cowboy" will depict a different member of a Western Swing Band. They will be painted in vibrant colors to draw attention to their placement against the flat topography of Lubbock. The project helps enhance roadsides and community gateways and attracts visitors to the area.

Committee Comments:

- Project has strong artistic merit
- Application shows good collaboration/support from other organizations in the community
- There was a suggestion that the applicant explore the possibility of placing the artwork in locations that are accessible to pedestrians and/or bicyclists, in order to foster a closer look at the pieces
- Applicant plans to track visitors that view each piece of public art using click-through rates on weekly e-blasts, check-ins on social media and online surveys

- There is a good marketing plan in place to promote the artwork to visitors and potential visitors through television coverage, newspaper articles and social media campaigns
- Application indicates strong foundation grant support
- Cultural Arts Grant funds recommended ($ 8,650) will used towards the cost of Professional Services (Artist Fees)

2106-019 **University Interscholastic League – TTU**
Texas Tech Summer Theatre/Technical and Film Camp
Amount Requested: $ 12,000
Amount Recommended: $ 9,154

The University Interscholastic League-TTU requested $12,000 to assist with costs associated with the UIL Summer Theatre/Technical and Film Camp scheduled for July 6-17, 2022. The focus of the camp will be on One-Act Play theatre, technical theatre and film. The participants will produce five plays with the final performances being open to the public and an eight-minute film production. Students attending the camps learn all aspects of producing a play, including lighting, set, costumes, publicity package design. During the Film Camp, students will learn how to write, direct, act in and edit the eight-minute film. Students from across Texas attend these camps.

Committee Comments:
- Project has strong artistic and educational merit
- Application indicates that the final performances by the students should bring in family members from around the state; good potential for tourism and overnight stays
- Application indicates a good marketing plan to generate tourism/overnight stays; the camps will be marketed to one-act theater directors around the state.
- The Camps will be held at the same time as some of the Moonlight Musical summer performances and the Concert in the Park performances; this will provide opportunities for cross-promotion and additional activities for family members accompanying the camp students
- Cultural Arts Grant funds recommended ($9,154) will be used towards the cost of Professional Services (Camp Directors/Instructors) and/or Supplies/Materials (Costume/Set Materials)

2106-020 **University Interscholastic League – TTU**
Texas Tech UIL Region 1 4A and 5A One-Act Play Contest 2022
Amount Requested: $ 9,500
Amount Recommended: $ 7,402

The University Interscholastic League-TTU requested $9,500 to assist with costs associated with hosting the UIL Region 1 4A and 5A One-Act Play Contest to be held April 19-21 2022. The competition targets student thespians from over five hundred 4A and 5A school districts. UIL expects 750-1,000 visitors, including 350 competitors, to come to Lubbock for the competition. Region 1 consists of cities from El Paso to Dallas and from Amarillo to Lampasas.

Committee Comments:
- Project has strong artistic and educational merit
- Project has a strong history of generating room nights; application indicates a good plan for tracking tourism and room nights

- Application indicates a good marketing plan in place to promote the project to school districts across Texas.
- Cultural Arts Grant funds recommended ($7,402) will be used towards the cost of Professional Services (Judges/Contest Manager/Timers) and Facility Rental

2106-021 **University Interscholastic League – TTU**
UIL One-Act Play Director's Workshop
Amount Requested: $ 5,000
Amount Recommended: $ 3,377

The University Interscholastic League requested $5,000 to assist with costs associated with the UIL One-Act Play Director's Workshop that will be held October 15-16, 2021. The workshop is designed for theatre educators. Training will be provided on such topics as selecting scripts, casting parts, designing sets/costumes and marketing/advertising.

Committee Comments:
- Project has strong artistic and educational merit
- Application indicates a good history of generating room nights
- Applicant plans to partner with a local hotel
- Application indicates a good marketing plan to promote the event to directors throughout Texas; will send direct mail to private schools in the region
- Cultural Arts Grant funds recommended ($3,377) are to be used towards the cost of Professional Services (State Director/Presenters)

2106-022 **Flatlands Dance Theatre**
Surfing the Raging Sea Performance & Young Dancers Workshop
Amount Requested: $ 6,000
Amount Recommended: $ 4,300

Flatlands Dance Theatre requested $6,000 to assist with the presentation of their spring performance "Surfing the Raging Sea: Pandemic Parenthood through the Arts" to be held April 1-2, 2022 at the Underwood Center. In addition, Flatlands Dance Theatre will conduct a week long Young Dancers Workshop to be held in June of 2022 at CASP Studio E.

Committee Comments:
- Project has strong artistic and educational merit
- This is the first time applicant has applied for funding for the Young Dancer's Workshop
- Application indicates a good marketing plan is in place to reach a broad audience
- Application indicates a good plan for tracking out of town attendees through ticket sales and post-show surveys
- Application indicates good foundation support
- Cultural Arts Grant funds recommended ($4,300) are to be used towards Professional Services (Performer/Choreographer/Production fees) and/or Facility Rental

2106-023 **East Lubbock Art House**
Voices of East Lubbock
Amount Requested: $ 1,308
Amount Recommended: $ 1,308

The East Lubbock Art House requested $1,308 to assist with the costs associated with the presentation of the Voices of East Lubbock that will be held at the East Lubbock Art House on November 13, 2021. The Voices of East Lubbock festival will include artistic, literary and musical performances, a curated art exhibition, live readings of poetry, selected musicians performing original work as well as art and activism workshops designed to use creative acts to address issues in the community. Voice of East Lubbock was created to highlight the importance of self-expression, community identity, and educating the public on arts and culture from emerging and marginalized artists.

Committee Comments:

- Project has strong artistic merit
- East Lubbock Art House is a first time applicant
- Application indicates that one of the goals is to increase visitor traffic into East Lubbock where attendees will experience a diverse and meaningful experience and begin to view Lubbock as a city working to create equitable change
- Application indicates a good marketing plan to encourage tourism
- Cultural Arts Grant funds recommended ($1,308) are to be used towards the cost of Professional Services-Music and Dance Performer Stipends ($1,000), Rentals-Chairs ($58), Postage ($100), and Promotion/Publicity ($150)

2106-024 **Louise Hopkins Underwood Center for the Arts**
First Friday Art Trail
Amount Requested: $ 25,000
Amount Recommended: $ 19,417

The Louise Hopkins Underwood Center for the Arts (LHUCA) requested $25,000 to assist in funding marketing, artist fees, security and trolley advertising for the First Friday Art Trail. The event will be held monthly from October 2021 through September of 2022 and is a free self-guided art trail through the Cultural District. Now in its 16th year, this event presents a family-friendly evening of arts education in visual art, music, and dance at over 15 different venues.

Committee Comments:

- Project has strong artistic merit
- Project creates great exposure for the venues and the artists
- Application indicates a good plan for tracking tourism and room nights generated
- Application indicates a good marketing plan for advertising outside the region and will include advertising in the statewide “Authentic Texas” and “Arts + Culture” publications
- Cultural Arts Grant funds recommended ($19,417) will be used towards the cost of Professional Services (Artist Honoraria, Graphic Design, Security) and Promotion/ Publicity

2106-025 **Louise Hopkins Underwood Center for the Arts**
Flatland Film Festival
Amount Requested: $12,000
Amount Recommended: $ 9,120

The Louise Hopkins Underwood Center for the Arts (LHUCA) requested $12,000 to fund marketing and professional stipends associated with the 18th Annual Flatland Film Festival, The Festival will be held September 23-25, 2021 at LHUCA. The Festival will showcase Texas' dynamic filmmaking culture by spotlighting regional filmmakers and bringing a greater understanding of the filmmaking arts to the South Plains. The opening screening will highlight an established filmmaker with ties to Lubbock. The centerpiece of the festival, the independent Short Films Competition by regional, national and international filmmakers, will screen in three to four separate blocks throughout the weekend. The films will feature Talk Backs between the filmmaker/producer and the audience members. The Film Short programs will also feature a Q&A with participating filmmakers in attendance.

Committee Comments:

- Project has strong artistic merit
- Application indicates that Lubbock's recent designation as a Film Friendly Certified Community will serve to deepen the appeal of the festival statewide
- Application indicates a good marketing plan for promoting the festival outside the region
- Application indicates a good strategy for tracking tourism and room nights generated
- Cultural Arts Grant funds recommended ($9,120) will be used towards the cost for Professional Services (Screening Fees/Filmmakers Honoraria/Video Production/Graphic Designer) and Promotion/Publicity

2106-026 **Louise Hopkins Underwood Center for the Arts**
2022 West Texas Battle of the Bands
Amount Requested: $ 3,000
Amount Recommended: $ 2,178

The Louise Hopkins Underwood Center for the Arts (LHUCA) requested $3,000 to fund promotion/publicity for the 2022 West Texas Battle of the Bands to be held on June 3, 2022 and June 17, 2022 at LHUCA. The Battle of the Bands project is a multi-tiered competition designed to highlight and celebrate the diversity of musical talent across West Texas. Competing bands will submit an original song for consideration; bands of all genres will be encouraged to participate.

Committee Comments:

- Project has strong artistic merit
- Application indicates marketing efforts will include radio, television, digital and print as well as statewide online calendars; posters will be distributed locally and regionally; applicant also plans to geotarget areas outside our region through social media
- Application indicates a good plan in place for tracking tourism
- Cultural Arts Grant funds recommended ($2,178) will be used towards the cost of Promotion/Publicity

2106-027 **Lubbock Community Theatre, Inc.**
LCT's 2021/2022 Performing Arts Programming
Amount Requested: $ 30,000
Amount Recommended: $ 19,600

The Lubbock Community Theatre (LCT) requested $30,000 to assist with artist stipends, production costs, and marketing associated with their 2021/2022 programming. Programming includes their Main Season, which will include six productions in their new performing arts center space. The Youth Artists Guild division of LCT will be presenting four productions throughout the year. LCT is collaborating with the Junior League of Lubbock to present a full-scale musical in the Civic Center Theatre during Holiday Happening in November of 2021. A weekend festival entitled "Diversity in Theatre" Summit is also planned for January 2022.

Committee Comments:

- Project has strong artistic merit
- Application indicates their new facility will allow for an increase in capacity from 70 to 250 per performance; new facility will also allow applicant to increase other arts programming
- Collaborating with the Holiday Happening event will provide additional exposure about Lubbock Community Theatre and their productions
- Applicant has a good plan in place to track tourism and room nights generated
- Cultural Arts Grant funds recommended ($19,600) will be used towards the cost of Professional Services (Directors/Choreographers/Professional Stipends), Rentals (other than facilities) and/or Promotion/Publicity

2106-028 **Fiestas del Llano, Inc.**
Fiestas Patrias 2022
Amount Requested: $12,000
Amount Recommended: $ 8,560

Fiestas del Llano requested $12,000 to assist with costs associated with Fiestas Patrias 2022 that will be held September 18-19, 2021. The main celebration will take place at Our Lady of Guadalupe Church on Saturday evening with a "Pachanga." This will include the traditional Grito de Dolores ceremony as well as Mariachi music. On Sunday, there will be food and game booths as well as various bands performing during the day. One of the goals of Fiestas Patrias is to bring awareness of the rich heritage and traditions in music, dance and art of the Mexican-Mestizo culture.

Committee Comments:

- Project has strong cultural and artistic components that include music and dance
- Application indicates a good plan to market the project that includes posting the event on the Visit Lubbock website and other online calendars, utilizing social media, and sending press releases to newspapers in Midland/Odessa, Amarillo and Eastern New Mexico
- Application indicates a plan to track tourism
- Application indicates good corporate support

- Cultural Arts Grant funds recommended ($8,560) will be used towards the cost of Professional Services (Performers/Stage & Sound) and/or Promotion/Publicity

2106-029 **Lubbock Centro Aztlan/Ballet Folklorico Aztlan**
Viva Aztlan Festival 2022
Amount Requested: $ 9,000
Amount Recommended: $ 7,770

Lubbock Centro Aztlan requested $9,000 to assist with professional services and promotion/publicity for the Viva Aztlan Festival 2022 that will be held March 11-12, 2022 at the Lubbock Memorial Civic Center. The Festival will include Mexican folklore dance groups of all ages, competing and participating in workshops taught by Masters of the field. Folklorico groups are invited from all over the nation to compete and display their artistry and traditions of Mexico through dance and music on a professional stage. Past festivals have attracted groups from cities such as Chicago, Denver, and El Paso.

Committee Comments:
- Project has strong cultural, artistic and educational merit
- Applicant has a good marketing plan for advertising outside the area; Visit Lubbock will be assisting by distributing event information to all of their contacts in other cities; websites and social media and websites that specifically cater to Folklorico and Mariachi groups will be utilized to promote the Festival
- Applicant has a good plan in place to track tourism and room nights generated
- Applicant plans to partner with a local hotel
- Cultural Arts Grant funds recommended ($7,770) will be used towards the cost of Professional Services (Folklorico Judges, Performer Fees, Stagehand Technicians, Marketing Designer) and/or Promotion/Publicity

Regular City Council Meeting **6. 21.**

Meeting Date: 07/27/2021

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute Contract 16007, with Gorman Outdoor, Inc., for parks turf maintenance.

Item Summary

The previous contractor for parks turf maintenance for Groups 1, 6, 7, and 8 of Contract 15666 failed to meet contract requirements, so their contract was terminated. Gorman Outdoor, Inc., was the next lowest bidder for Groups 1, 6, 7, and 8, so they have been awarded the contract for those groups of parks, as shown in the attached Bid Form.

Fiscal Impact

The cost of this contract with Gorman Outdoor, Inc. is $382,243.17, and is funded in the Parks and Recreation Operating Budget.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Colby VanGundy, Director of Parks and Recreation

Attachments

Resolution - Gorman Outdoor, Inc.
Gorman Outdoor, Inc. - Contract 16007
Gorman Outdoor, Inc. - Bid Form

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. 16007 for parks turf maintenance as per ITB 21-15666-KM, by and between the City of Lubbock and Gorman Outdoor, Inc. of Shallowater, 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
_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure
_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.ServiceContract 16007 – Gorman Outdoor
07.01.21

Contract 16007

City of Lubbock, TX
Contract for
Parks Turf Maintenance

THIS CONTRACT made and entered into this___day of_____, **2021**, by and between the City of Lubbock ("City"), and **Gorman Outdoor, Inc.**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Parks Turf Maintenance and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said Parks Turf Maintenance

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Parks Turf Maintenance and more specifically referred to as Groups 1 and 6 thru 8 on the bid submitted by the Contractor or in the specifications attached hereto.

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

3. The contract shall be for a term of one year (1), with the option of four (4), one (1) year extensions, said date of term beginning upon formal approval. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

4. 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), which ever 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 rage for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period.

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.

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

7. Insurance Requirements

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

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

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

TYPE OF INSURANCE		**COMBINED SINGLE LIMIT**	
GENERAL LIABILITY			
☒ Commercial General Liability		General Aggregate	$1,000,000
☐ Claims Made	☒ Occurrence	Products-Comp/Op AGG	X
☐ W/Heavy Equipment		Personal & Adv. Injury	X
☒ To Include Products of Complete Operation Endorsements		Contractual Liability	X
		Fire Damage (Any one Fire)	____
		Med Exp (Any one Person)	____
PROFESSIONAL LIABILITY			
☐ _____		General Aggregate	____
AUTOMOTIVE LIABILITY			
☒ Any Auto	☐ All Owned Autos		
☐ Scheduled Autos	☐ Hired Autos		
☐ Non-Owned Autos		Per Occurrence	$1,000,000
EXCESS LIABILITY			
☐ Umbrella Form		Each Occurrence	____
		Aggregate	____
GARAGE LIABILITY			
☐ Any Auto		Auto Only - Each Accident	____
☐ _____		Other than Auto Only:	
		Each Accident	
		Aggregate	____
☐ BUILDER'S RISK		☐ 100% of the Total Contract Price	
☐ INSTALLATION FLOATER		☐ 100% of the Total Material Costs	
☐ CARGO			____
☒ WORKERS COMPENSATION – STATUTORY AMOUNTS **OR**			
OCCUPATIONAL MEDICAL AND DISABILITY			$500,000
☒ EMPLOYERS' LIABILITY			$1,000,000

OTHER: COPIES OF ENDOSEMENTS ARE REQUIRED

☒ *City of Lubbock named as additional insured on Auto/General Liability on a primary and non-contributory bases.*
☒ *To include products of completed operations endorsement.*
☒ *Waiver of subrogation in favor of the City of Lubbock on all coverages, except*_____

IMPORTANT: POLICY ENDORSEMENTS

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

REQUIRED PROVISIONS

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

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

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

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

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

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

NOTICES

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

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

Marta Alvarez, Director of Purchasing & Contract Management City of Lubbock
1314 Avenue K, Floor 9
Lubbock, Texas 79401

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

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

9. 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.

10. 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.

11. 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 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.

12. 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.

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.

14. TEXAS GOVERNMENT CODE SECTION 2252.152

The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

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 contact 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.

16. TEXAS GOVERNMENT CODE SECTION 2271.002

The Contractor warrants that it complies with Chapter 2271.002 of the Texas Government Code by verifying that:

(1) The Contractor does not boycott Israel; and

(2) The Contractor will not boycott Israel during the term of the Agreement.

Pursuant to Section 2271.002, Texas Government Code:

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 a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

17. CONTRACT

The Contract consists of the following documents set forth herein; Invitation to Bid No. 21-15666-KM, Specifications, General Conditions of the agreement, and he Bid Form.

18. CONFIDENTIALITY

The Contractor 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.

19. INDEMNITY

The Contractor 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 Contractor, its agents, employees, and/or subcontractors, 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.

-----INTENTIONALLY LEFT BLANK-----

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

Daniel M. Pope, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Colby VanGundy, Director of Parks and Recreation

APPROVED AS TO FORM:

Ryan Brooke, Assistant City Attorney

CONTRACTOR

BY J Brett Gorman
Authorized Representative

J Brett Gorman
Print Name

7212 N FM 179
Address

Shallowater TX 79363
City, State, Zip Code

INDEX 8
SPECIFICATIONS
MAINTENANCE STANDARDS

1.0 Class A Maintenance Standards

1.1 General: Successful Contractor shall actively proceed with the work as agreed and stated on the notice to proceed. Work shall not start until the notice to proceed is issued by the Purchasing and Contract Management department. The decision to end or suspend temporarily the maintenance season shall be made by the Owner's Representative Agent. The Contractor shall be notified of the Owner's decision by letter.1.1

1.1.1 The areas to be serviced for each site include all right of ways adjoining the site and to the centerline of all alleys adjoining the site, and extending street-ward including the curb and ending six (6) inches beyond lip of gutter. Contractor is responsible for safe and careful operation of mowing equipment around plant material and structures to prevent damage and to prevent clippings from contaminating shrub or color beds, hard surfaces, streets, playgrounds and handicap ramps. If conditions are not conducive to blowing, sweeping and picking up of maintenance debris shall be required for these areas. Blowing of grass clippings or debris out to the street is prohibited.

1.1.2 Contractor shall provide a maintenance schedule to the Parks Department within two days from Notice to Proceed and will notify Owner no later than 2:00 pm on the day before any revised mowing schedule changes presentative or Agent(s) of any changes in the schedule prior to the schedule change.

1.2 Mowing: Mowing commencement and conclusion shall be at the discretion of the Owner's Representative or Agent(s). Mowing frequency and height shall be determined by turf growth and occur up to once per calendar week, or every seven (7) calendar days, evenly spaced between Cycles. All hard surfaces shall be cleaned after each service. All equipment must be of appropriate size for each site and approved by the Owner's Representative or Agent(s). All clippings windrows or clumps will be bagged and removed. All required unit work which includes mowing, edging, trim mowing, string trimming, sweeping, and clippings removal shall be 100% complete before commencing to another mowing site. Alternate mowing patterns are required every cycle to avoid turf damage.

1.2.1 TENTATIVE MOWINGFREQUENCIES:

January	0	July	4
February	0	August	5
March	1	September	4
April	4	October	2
May	4	November	1
June	4	December	0

1.3 Edging: All sidewalks and curbs shall be edged to a depth of one inch and shall be performed concurrently with mowing operations. String trimmers or curb dressers may not be used for edging. Six (6) to eight inch wide optional chemical edging only on chain link fence lines with Turf on either side of the fence is permitted on Class A Parks. Optional spraying of one (1) foot away from the tree(s) main trunk is also permitted to eliminate tree bark damage.

1.3.1 Street curb and drainage channel edging shall be accomplished concurrently with mowing operations and all debris from this activity shall be removed the same day that the task is performed. Curb dressers may be used for this task

1.4 Trimming: All string trimming must be done to achieve a height uniform with the mowing height. Maintenance of drains and exposed playa lake shorelines due to evaporation or receding of the lake and mowable areas that retain water shall be the Contractor's responsibility. Trimming must be performed around trees, plant beds, buildings, playground equipment, signs, fences, and any other plants or structures. All play surfaces, hard surfaces, sidewalks, streets, street medians, parking areas, parking lots and drainage channels must be kept free of grass, weeds and debris. This task must be completed the same day the mowing is performed.

INDEX 8
SPECIFICATIONS

2.0 Class B MaintenanceStandards

2.1 General: Successful Contractor shall actively proceed with the work as agreed and stated on the notice to proceed. Work shall not start until the notice to proceed is issued by the Purchasing and Contract Management department. The decision to end or suspend temporarily the maintenance season shall be made by the Owner's Representative Agent. The Contractor shall be notified of the Owner's decision by letter.

2.1.1 The areas to be serviced for each site include all right of ways adjoining the site and to the centerline of all alleys adjoining the site, and extending street-ward including the curb and ending six (6) inches beyond lip of gutter. Contractor is responsible for safe and careful operation of mowing equipment around plant material and structures to prevent damage and to prevent clippings from contaminating shrub or color beds, hard surfaces, streets, playgrounds and handicap ramps. If conditions are not conducive to blowing, sweeping and picking up of maintenance, debris shall be required for these areas. Blowing of grass clippings or debris out to the street is prohibited.

2.1.2 Contractor shall provide a maintenance schedule to the Parks Department within two days from Notice to Proceed and will notify the Owner's Representative or Agent(s) of any changes in the schedule prior to the schedulechange.

2.2 Mowing: Mowing commencement and conclusion shall be at the discretion of the Owner's Representative or Agent(s). Mowing frequency and height shall be determined by turf growth and occur up to once per calendar week or every seven (7) calendar days, evenly spaced between Cycles. Clippings shall not be bagged, and all hard surfaces shall be cleaned after each service. **Clippings at swimming pools inside the fence must be bagged**. The mowers shall leave no clumps or windrows of grass. Mowing equipment shall be reel mowers or turf type full flotation rotary mowers equipped with all turf tires and shall be approved by the Owner's Representative or Agent(s). Some specialty sites such as athletic fields, athletic facilities, and municipal facilities shall be mowed on specific times and days and of the week as determined by the Owner's Representative or Agent(s). All clippings windrows or clumps will be bagged and removed. All required unit work which includes mowing, edging, trim mowing, string trimming, sweeping, and clippings removal shall be 100% complete before commencing to another mowing site. Alternate mowing patterns are required every cycle to avoid turf damage.

2.2.1 TENTATIVE MOWINGFREQUENCIES:

January	0	July	4
February	0	August	5
March	1	September	4
April	2	October	1
May	4	November	0
June	4	December	0

2.3 Edging: All sidewalks, curbed plant material beds, and game courts shall be edged to a depth of one inch and all non-curbed plant beds shall be edged to a depth necessary to achieve appropriate results. All edging shall be performed concurrently with mowing at each site. String trimmers or curb dressers may not be used for edging. Six (6) to eight (8) inch wide optional chemical edging only on chain link fence lines with turf on either side of the fence is permitted on Class B Parks. All jogging tracks shall be edged concurrently with mowing operations. Optional spraying of one (1) foot away from the tree(s) main trunk is also permitted to eliminate tree bark damage.

2.3.1 Street curb and drainage channel edging shall be accomplished weekly and all debris from this activity shall be removed the same day that the task is performed. Curb dressers may be used for this task.

2.4 Trimming: All string trimming must be done to achieve a height uniform with the mowing height. Maintenance of drains and exposed playa lake shorelines due to evaporation or receding of the lake and mowable areas that retain water shall be the Contractor's responsibility. Trimming must be performed

around trees, plant beds, buildings, playground equipment, signs, fences, and any other plants or structures. All play surfaces, sidewalks, hard surfaces, streets, street medians, playground sidewalks, parking areas, parking lots and drainage channels must be kept free of grass, weeds and debris. This task must be completed the same day the mowing is performed.

3.0 Class C Maintenance Standards

3.1 General: Successful Contractor shall actively proceed with the work as agreed and stated on the notice to proceed. Work shall not start until the notice to proceed is issued by the Purchasing and Contract Management department. The decision to end or suspend temporarily the maintenance season shall be made by the Owner's Representative Agent. The Contractor shall be notified of the Owner's decision by letter.

3.1.1 The areas to be serviced for each site include all right of ways adjoining the site and to the centerline of all alleys adjoining the site, and extending street-ward including the curb and ending six (6) inches beyond lip of gutter. Contractor is responsible for safe and careful operation of mowing equipment around plant material and structures to prevent damage and to prevent clippings from contaminating shrub or color beds, hard surfaces, streets, playgrounds and handicap ramps. If conditions are not conducive to blowing, sweeping and picking up of maintenance, debris shall be required for these areas. Blowing of grass clippings or debris out to the street is prohibited.

3.1.2 Contractor shall provide a maintenance schedule to the Parks Department within two days from Notice to Proceed and will notify the Owner's Representative or Agent(s) of any changes in the schedule prior to the schedulechange.

3.2 Mowing: Mowing commencement and conclusion shall be at the discretion of the Owner's Representative or Agent(s). Mowing frequency and height shall be determined by turf growth and occur up to once every ten (10) calendar days evenly spaced between Cycles. Clippings shall not be bagged and all hard surfaces shall be cleaned after each service. The mowers shall leave no clumps or windrows of grass. Mowing equipment shall be determined by site conditions and equipped with all turf tires and shall be approved by the Owner's Representative or Agent(s). Some specialty sites such as athletic fields, athletic facilities, and municipal facilities shall be mowed on specific times and days and of the week as determined by the Owner's Representative or Agent(s). All clippings windrows or clumps will be bagged and removed. All required unit work which includes mowing, edging, trim mowing, string trimming, sweeping, and clippings removal shall be 100% complete before commencing to another mowing site. Alternate mowing patterns are required every cycle to avoid turf damage.

3.2.1 TENTATIVE MOWINGFREQUENCIES:

January	0	July	2
February	0	August	3
March	1	September	2
April	2	October	1
May	3	November	0
June	3	December	0

3.3 Edging: All sidewalks, curbed plant material beds, and game courts shall be edged to a depth of one inch and all non-curbed plant beds shall be edged to a depth necessary to achieve appropriate results. All edging shall be performed concurrently with mowing at each site. String trimmers or curb dressers may not be used for edging. Six (6) to eight (8) inch wide optional chemical edging only on chain link fence lines with turf on either side of the fence is permitted on Class C Parks. All jogging tracks shall be edged concurrently with mowing operations. Optional spraying of one (1) foot away from the tree(s) main trunk is also permitted to eliminate tree bark damage.

3.3.1 Street curb and drainage channel edging shall be accomplished concurrently with mowing operations and all debris from this activity shall be removed the same day that the task is performed. Curb dressers may be used for thistask.

INDEX 8
SPECIFICATIONS

3.4 Trimming: All string trimming must be done to achieve a height uniform with the mowing height. Maintenance of drains and exposed playa lake shorelines due to evaporation or receding of the lake and mowable areas that retain water shall be the Contractor's responsibility. Trimming must be performed around trees, plant beds, buildings, playground equipment, signs, fences, and any other plants or structures. All play surfaces, sidewalks, hard surfaces, streets, street medians, playground sidewalks, parking areas, parking lots and drainage channels must be kept free of grass, weeds and debris. This task must be completed the same day the mowing is performed.

INDEX 7
GENERAL CONDITIONS OF THE AGREEMENT
City of Lubbock, TX
Purchasing and Contract Management
ITB 21-15666-KM
Parks Turf Maintenance

1. DEFINITIONS
   - 1.1 Agent - An employee of the Division of Community Services, City of Lubbock, who is appointed by the City to monitor the Work and actions of the Contractor.
   - 1.2 Call Back – Contact with the Contractor by Agent notifying Contractor of Unfinished Work.
   - 1.3 Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC- 81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Project
   - 1.4 City - The City of Lubbock, Texas, municipal corporation in Lubbock County, Texas.
   - 1.5 Classification (Class) - The organization of sites according to service frequencies.
   - 1.6 Contract Time - The number of allowable days to complete the contract
   - 1.7 Cycle - The complete service of all sites in a Class at one time.
   - 1.8 Designated Superintendent - The superintendent shall represent the Contractor in its absence and all directions given to superintendent shall be binding as if given to the Contractor.
   - 1.9 Drought Contingency Plan –Any enactment by the City of Lubbock requiring that the irrigation of any property owned or subject to control by the City of Lubbock that is also subject to the work contemplated under this Contract be reduced or otherwise restricted.
   - 1.10 Duration of the Project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.
   - 1.11 Extra Work - work over and above that is called for in the contract.
   - 1.12 Mayor - The duly appointed official of the City of Lubbock, Texas, who is empowered by the City Charter to enter into a contract in behalf of the City.
   - 1.13 Notice to Proceed - Written notice to the Contractor issued and signed by the authorized Agent stating the date on which the Contractor should proceed with Work as stated in the contract.
   - 1.14 Payment Bond and Performance Bond – Payment, Performance and Maintenance Bond is the approved form of security furnished by the Contractor and his Surety.
   - 1.15 Review Committee - A committee chosen by the City staff, to analyze and recommend to City Council the best Contractor(s) to perform the tasks governed by the contract.
   - 1.16 Specifications - The directions, provisions, and requirements pertaining to the method and manner of performing the Work or to the quality of the materials and equipment to be furnished under the contract.
   - 1.17 Surety – The corporations, partnership or individual, duly authorized and admitted to do business in Texas and licensed by the State of Texas to issue surety bonds, who is bound with and for the Contractor to assume legal liability for the faithful performance of the contract.
   - 1.18 Unfinished Work – Any initial Work pertaining to the mowing contract not satisfactorily completed. Twenty-four (24) hours will be given to complete any Call Backs.
   - 1.19 Unit – A single maintenance site.
   - 1.20 Unit Price - Payment to the Contractor based on a Unit or portion of the Work performed.
   - 1.21 Vendor Performance Form- The vendor performance from provides the Purchasing and Contract department with a comprehensive tool for evaluating vendor performance to reduce risk in the contract award process. The VP tracks exceptional, satisfactory and unsatisfactory vendor performance.
   - 1.22 Work - All Work, including the furnishing of staff, equipment, materials, and other incidentals necessary for the performance of the contract.
2. OWNER
   Whenever the word Owner, or First Party, are used in this contract, it shall be understood as referring to the City of Lubbock, Texas.
3. CONTRACTOR
   The individual, firm, partnership, joint venture, or corporation contracting with the City to perform Work.

INDEX 7
GENERAL CONDITIONS OF THE AGREEMENT

4. OWNER'S REPRESENTATIVE

Whenever the word Owner's Representative or representative is used in this contract, it shall be understood as referring to, City of Lubbock, or its representative, Owner's Representative so designated who will inspect turf maintenance; or to such other representatives, supervisors, or inspectors as may be authorized by said Owner to act in any particular under this agreement. Agent(s), supervisors or inspectors will act for the Owner under the direction of Owner's Representative, but shall not directly supervise the Contractor or persons acting on behalf of the Contractor. All questions, notices, or documentation arising under this agreement shall be addressed to the Owner's Representative.

5. CONTRACT DOCUMENTS

The contract's documents shall consist of Notice to bidders; General Instructions to Bidders; Bid Submittal; Certificate of Insurance; Contract; General Conditions of the Agreement; Specifications; Turf Maintenance Groups; Proposed Equipment for Contract Turf Maintenance; Payment Request for Turf Maintenance; Written Hazardous Communication Program., and all other documents made available to Bidder for inspection in accordance with the Notice to Bidders. The above described materials are sometimes referred to herein as the "contract" or "contract documents". These form the agreement whereby the Contractor shall furnish all labor, equipment, tools, materials, and perform all Work necessary to satisfactorily accomplish the proposed plan.

6. INTERPRETATION OF PHRASES

Whenever the words "Directed," "Permitted," "Designated," "Required," "Considered Necessary," "Prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Owner's Representative is intended; and similarly, the words "Approved," "Acceptable," "Satisfactory," or words of like import shall mean approved by or acceptable or satisfactory to the Owner's Representative.

7. SUBCONTRACTOR

The term Subcontractor, as employed herein, includes only those having a direct contract with the Contractor for performance of Work on the project contemplated by these contract documents. Owner shall have no responsibility to any Subcontractor employed by Contractor for performance of Work on the project contemplated by these contract documents, but said Subcontractors will look exclusively to Contractor for any payments due Subcontractor.

The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Owner's Representative or Agent(s). The Owner's permission to sublet any contract shall not be construed as making the Owner a party of such subcontract. No subcontractor shall release the Contractor of its surety or its liability and obligation to fulfill all transactions made under the contract.

8. WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent certified mail to the last business address known to the party who gives the notice.

9. CONTRACTOR'S RESPONSIBILITIES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, power, fuel, transportation and all other facilities necessary for the execution and completion of the Work covered by the contract documents. Unless otherwise specified, all materials shall be and both workmanship and materials shall be of a good quality. All equipment shall meet all applicable Federal, State and Local laws and regulations. The Contractors equipment is at all times during the term of this Contract subject to inspection and approval of the Owner's Representative or Agent(s). At a minimum, the types of equipment for each mowing Group one through Group ten shall be two 60 inch zero turn finishing trim mowers and one 12 foot pull-behind rotary flex finishing type mower or commercial rotary shredding mower. The equipment shall conform to the type(s) of approved for each maintenance class. Rotary mowers shall be full flotation and trim mowers shall have anti-scalping features. All manufacturers' safety features must be operational, in good repair and in proper positions during operation. All equipment shall be professional grounds maintenance quality and in good condition throughout the course of the contract. If the Owner's Representative or Agent(s) deems the equipment faulty or if the equipment is damaging the turf in anyway, the Contractor shall immediately cease the use of said equipment and remove the equipment from the premises. The Contractor shall be responsible for grounds maintenance progress to continue as per the mowing schedules outlined in the attached Specifications.

Respective bidders shall submit attached Contractor's Equipment Schedule, Index #10 for their proposed equipment. All Work shall be done and all materials furnished in strict conformity with the contract documents.

INDEX 7
GENERAL CONDITIONS OF THE AGREEMENT

10. CITIZEN CONTACT

While the Contractor is authorized to perform Work on the Owner's property, Contractor does not have exclusive use of the property, and must respect the activities of park patrons present during the Work on the Owner's property. The Contractor shall take all precautions necessary to ensure that adjacent property owners are not disturbed by any Work performed by the Contractor. Should a Contractor's worker be contacted by a citizen visiting the property the worker is maintaining, assistance shall be given to the citizen to the extent the assistance is related to the Work being performed. The Owner shall provide a list of the Owner's representatives and phone numbers for various City functions. The Contractor shall provide employees with this information and ensure that this information is available at each job site. Employees of the Contractor shall at all times be dressed in attire that clearly identifies that employee's name and the employee's affiliation with the Contractor. Employees of the Contractor should refer any citizen inquiries to the Owner representative(s).

11. SUBSTANTIALLY COMPLETED

The term "Substantially Completed" is meant that the Work contemplated by the contract documents has been performed in sufficient portion so that use or occupancy or the area is in a condition to serve its intended purpose, but to such an extent that minor miscellaneous Work may be still required.

12. CLEAN-UP

As specified in the Maintenance Standards Specifications, all Work shall be cleaned up and waste materials removed from the site. No equipment shall be left at neighborhood parks or any of the Owner's owned property site and all material removed from the job shall be at the Contractor's expense. If equipment, materials, or waste are not removed from the site, written notification from the Agent shall be delivered to the Contractor. The Contractor shall have twenty four (24) hours to remove the equipment, materials, or waste in question. If the equipment, materials, or waste in question is not removed in the twenty four (24) hour period, the Owner shall remove said equipment, material, or waste, and the Contractor shall be charged for the expense. Payment to the City for said expenses shall be deducted from the Contractor's payment. If such conditions continue, the contract may be terminated due to breach ofcontract.

13. MOWING SCHEDULES

Except as specifically provided herein, the Contractor shall be responsible for scheduling all Work and shall accomplish this Work in a manner acceptable to the Owner's Representative or Agent(s). The Owner's Representative or Agent(s) will check the Contractor's schedule(s) of all mowing Work done by the Contractor but this check does not relieve the Contractor of the responsibility of correctly scheduling all Work in accordance with the Specifications. The Contractor shall notify Owner no later than 2:00 pm on the day before any revised mowing schedules.

14. LITTER

The Owner will be responsible for litter control for Group 1-11 during regular business hours. The Contractor will be responsible for litter and debris if Work is required after regular business hours, on holidays, or on weekends. The Contractor understands and acknowledges that litter or debris may accumulate prior to mowing with no fault to either party. **The Contractor shall not mow over trash or debris.** The Contractor shall instruct mower operators to inspect sites carefully for and to avoid creating, dangerous or unsightly conditions and dispose of debris in park dumpsters.

15. RIGHT OF ENTRY

The Owner's Representative or Agent(s) shall make periodic visits to the site to observe the progress or quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the contract documents. The Owner's Representative or Agent(s) shall make onsite inspections to check the quality or quantity of the Work. The Owner's Representative or Agent(s) will not be responsible for the working means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. Notwithstanding the Owner's Representative's rights of entry hereunder, the Owner's Representative will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents.

16. IDENTIFICATION AND CHARACTER

Contractor's vehicles shall be marked with the Contractor's company name, on both sides and in lettering that is a minimum of two inches tall and of an easily read typeface. In lieu of lettering, Contractors may submit easily recognizable Company Logos for approval by the Parks Department. All employees of the Contractor shall have a name badge and company logo for identification; either clip-on or incorporated with a uniform. This identification shall be worn at all times that the employee is at the job site. The Contractor shall provide uniforms of a different color than the Owner's employee uniforms. Uniforms may not be torn or ragged and shall present a professional appearance. Additionally, the Contractor will at all times require employees to remain fully dressed and will not allow employees to wear unbuttoned clothing while on the Owner's property. Contractor's employees shall not display any print or logo on their vehicles or clothing that purports them as employees of Owner, nor shall Contractor's employees in any way hold themselves out to be employees of the Owner.

INDEX 7
GENERAL CONDITIONS OF THE AGREEMENT

17. OWNER'S REPRESENTATIVE'S AND AGENT(S) AUTHORITY AND DUTY

Unless otherwise specified, it is mutually agreed between the parties to this Agreement that the Owner's Representative or Agent(s) has the authority to review all Work included herein. The Owner's Representative or Agent(s) has the authority to stop the Work whenever such stoppage may be necessary to ensure the proper execution of the contract. The Owner's Representative or Agent(s) shall, determine the amounts and quantities of the mowing Units which are to be paid for under the contract documents, and shall determine all questions in relation to said Work and the completion of Work thereof, and shall, decide every question which may arise relative to the execution of this contract on the part of said Contractor. The decision of the Owner's Representative shall be conclusive in the absence of written objection to same delivered to Owner's Representative within ten (10) calendar days of any decision or direction by Owner's Representative. In the absence of timely written objection by Contractor, as provided herein, any and all objection or objections shall be deemed waived.

18. SUPERINTENDENCE AND INSPECTION

It is agreed by the Contractor that the Owner's Representative shall be and is hereby authorized to appoint Agent(s) as the said Owner's Representative may deem proper to inspect the Work done under this Agreement, and to see that said Work is done in accordance with the Specifications therefore. The Contractor shall furnish all reasonable aid and assistance required by the Agent(s) for the proper inspection and examination of the work. The Contractor shall regard and obey the directions and instructions of any Agent(s) so appointed, when such directions and instructions are consistent with the obligations of this Agreement and accompanying plans and Specifications provided, however, should the Contractor object to any orders by any Agent(s), the Contractor may within ten (10) calendar days make written appeal to the Owner's Representative for its decision. In the absence of timely written objection by Contractor, as provided herein, any and all objection or objections shall be deemed waived.

19. CONTRACTOR'S DUTY AND SUPERINTENDENCE

The Contractor shall give personal attention to the faithful prosecution and completion of this contract and shall keep on the Work, during its progress, a competent Designated Superintendent/Foreman and any necessary assistants, all satisfactory to Owner's Representative or Agent(s). The Designated Superintendent/Foreman shall represent the Contractor in its absence and all directions given to the Designated Superintendent/Foreman shall be binding as if given to the Contractor. It is expressly agreed that adequate supervision by competent and reasonable representatives of the Contractor is essential to the proper performance of the Work and lack of such supervision shall be grounds for suspending operations of the Contractor. The Work, from its commencement to completion, shall be under the exclusive charge and control of the Contractor and all risk in connection therewith shall be borne by the Contractor. Neither the Owner, nor its Representatives or Agent(s) shall be responsible for the acts or omissions of the Contractor, or any subcontractors, or any of Contractor's Agents or employees, or any other persons performing any of the Work.

20. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by careful examination, satisfied itself as to the nature and location of the Work, the confirmation of the ground, the character, quality and quantity of materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, and the general and local conditions, and all other matters which in any way affect the Work under the contract documents. No oral agreement or conversation with any officer, agent, or employee of the Owner, or Owner's Representative either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained. Subject to the rights of Owner as set forth in Item #26- *Changes and Alterations* hereof, all modifications and/or amendments to the contract documents, shall be in writing, and executed by Owner's Representative and Contractor. Unless otherwise specified herein, all loss, expense or damage to Contractor arising out of the nature of the Work to be done, or from the action of the elements, or from any unforeseen circumstance and the prosecution of the Work, shall be sustained and borne by the Contractor at its own cost and expense.

21. LABOR, EQUIPMENT, MATERIALS

The Contractor agrees to employ only orderly and competent workers, skillful in the performance in the type of Work required under this contract, to do the Work; and agrees that whenever the Owner's Representative shall inform Contractor in writing that any man or men on the Work, are, in Owner's Representative's or agent(s) sole opinion, incompetent, unfaithful, disorderly, or otherwise unacceptable to Owner, Owner's Representative, or agent(s) such man or men shall be discharged from the Work and shall not again be employed on the Work. Should the Contractor continue to employ such individual(s) to continue Work under this contract, the Owner reserves the right to withhold payment and/or nullify the contract. The Contractor shall provide all labor, tools, equipment, machinery and materials necessary in the prosecution and completion of this contract where it is not otherwise specifically provided that Owner shall furnish same, and it is also understood that Owner shall not be held responsible for the care, preservation, conservation, or protection of any materials, tools, equipment or machinery or any part of the Work until it is finally completed and accepted.

INDEX 7
GENERAL CONDITIONS OF THE AGREEMENT

22. PROPERTY AND BOUNDARY

Parks & Owner Facilities; When the property to be maintained is bound by a street, the scope of maintenance will extend into roadway a minimum of six (6) inches from lip of street gutter, if the boundary is an alley, maintenance will consist of a minimum of ½ (one-half) of alley, each maintained on schedule with the remainder of the site. When the area is bound by anything other than a street or alley, the physical property line will serve as the project boundary. Right-of-way sites; curbed areas with adjacent sidewalks shall be maintained through the sidewalk street-ward to back of curb and ending six (6) inches beyond the lip of gutter. In areas where the linear sidewalk or right-of-way landmarks are interrupted or divided up, the maintenance areas shall remain consistent and uniform from these boundaries street-ward to the curb. Median and traffic islands shall be maintained in their entirety including maintenance street- ward to either side from a point six (6) inches beyond the lip of gutter or to the edge of roadway on non-curbed medians or traffic islands. Non-curbed streets shall be maintained from the roadway to the centerline of the drainage channel. Maintenance at intersections shall include a visibility triangle ten feet wide by thirty feet from either side of the mid-point of the curb's radius. Aerial maps of the parks and parks properties are available for viewing highlighting the boundaries. Copies can be obtained by request at the pre-bid meeting or by contacting the Parks Department at 7752687. Contractor should allow a +/- 10% variance in determining overall size. Contractors are encouraged to view these maps as well as conduct a personal site visit. "DISCLAIMER"- CITY OF LUBBOCK: These maps were created using data obtained from various sources, and created exclusively for the internal use of the City of Lubbock. Portions of the information may be incorrect or not current. Any person or entity who relies on any information obtained from these maps does so at their own risk. Neither the City of Lubbock, TX, nor any agency, officer, nor employee of the City of Lubbock, Texas, warrants the accuracy, Reliability, or timeliness of such information.

THIS PUBLICATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESSFOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE CITY OF LUBBOCK SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RELATED TO THE USE OF THIS PUBLICATION, EVEN IF THE CITY OF LUBBOCK IS ADVISED OF SUCH DAMAGE."

23. TERMINATION OF CONTRACT

This contract shall remain in effect until the expiration date, performance of services ordered, or termination of either party with a thirty (30) day written notice by either party prior to any cancellation. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

24. DEFECTS AND THEIR REMEDIES

It is expressly agreed that if the Work or any part thereof, or any material brought on the site of the Work for use in the Work or selected for the same, shall be deemed by the Owner or Owner's Representative as unsuitable or not in conformity with plans, Specifications and/or contract documents, the Contractor shall, after receipt of written notice thereof from the Owner's Representative, forthwith remove such material and rebuild or otherwise remedy such Work so that it shall be in full accordance with the contract documents. It is further agreed that any remedial action contemplated as hereinabove set forth shall be at Contractor's expense.

25. CHANGES AND ALTERATIONS

The Contractor further agrees that the Owner may make such changes and alterations as the Owner may see fit for the Work herein contemplated, or any part thereof, either before, during, or after the beginning of the mowing Cycles, without affecting the validity of this contract.

If such changes or alterations diminish the quantity of the Work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the Work that may be dispensed with. If they increase the amount of Work, and the increased Work can fairly be classified under the Specifications, such increase shall be paid according to the Work actually done and at the Unit Price established for such Work under this contract; otherwise such additional Work shall be paid for as provided under Extra Work. In case the Owner shall make such changes or alterations as shall make useless any Work already done or material already furnished or used in said Work, then the Owner shall recompense the Contractor for any material.

INDEX 7
GENERAL CONDITIONS OF THE AGREEMENT

26. EXTRA WORK

The term "Extra Work" as used in this contract shall be understood to mean and include all Work that may be required by the Owner or Owner's Representative to be done by the Contractor to accomplish any change, alteration or addition to the Work as shown on the plans and Specifications or contract documents and not covered by Contractor's bid, except as provided under Changes and Alterations herein. It is agreed that the Contractor shall perform all Extra Work under the direction of the Owner's Representative when presented with a written work order signed by the Owner's Representative; subject, however, to the right of the Contractor to require written confirmation of such Extra Work order by the Owner. It is also agreed that the compensation to be paid to the Contractor for performing said Extra Work shall be determined by the following methods:

Method (A) - By agreed Unit Prices; or Method (B)
- By agreed Lump Sum; or

Method (C) - If neither Method (A) or Method (B) be agreed upon before the Extra Work is commenced, then the Contractor shall be paid the lesser of the following: (1) actual field cost of the Extra Work, plus fifteen (15%) percent; or (2) the amount that would have been charged by a reasonable and prudent Contractor as a reasonable and necessary cost for performance of the Extra Work.

In the event said Extra Work be performed and paid for under Method (C)(1), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost of all workers, such as foremen, timekeepers, mechanics and laborers, materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, together with all expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits, Maintenance Bonds, Public Liability and Property Damage and Workers' Compensation and all other insurances as may be required by law or ordinances or directed by the Owner or Owner's Representative, or by them agreed to. Owner's Representative may direct the form in which accounts of the actual field cost shall be kept and records of these accounts shall be made available to the Owner's Representative. The Owner's Representative may also specify in writing, before the Work commences, the method of doing the Work and the type and kind of machinery and equipment to be used; otherwise, these matters shall be determined by the Contractor. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using 100%, unless otherwise specified, of the latest Schedule of Equipment and Ownership Expenses adopted by the Associated General Contractors of America. Where practical, the terms and prices for the use of machinery and equipment shall be incorporated in the written Extra Work order. The fifteen percent (15%) of the actual field cost to be paid to Contractor shall cover and compensate Contractor for its profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the actual field cost as herein defined, save that where the Contractor's Camp or Field Office must be maintained primarily on account of such Extra Work, then the cost to maintain and operate the same shall be included in the "actual field cost." No claim for Extra Work of any kind will be allowed unless ordered in writing by Owner's Representative. In case any orders or instructions appear to the Contractor to involve Extra Work for which Contractor should receive compensation or an adjustment in the construction time, Contractor shall prior to commencement of such Extra Work, make written request to the Owner's Representative for a written order authorizing such Extra Work. Should a difference of opinion arise as to what does or does not constitute Extra Work or as to the payment therefore, and the Owner's Representative insists upon its performance, the Contractor shall proceed with the Work after making written request for written order and shall keep adequate and accurate account of the actual field cost thereof, as provided under Method (C) (1). If Contractor does not notify Owner's Representative before the commencement of any Extra Work, any claim for payment due to alleged Extra Work shall be deemed waived.

27. UNAUTHORIZED WORK

All Work and/or materials which do not conform to the contract and Specifications, and Work done contrary to written instructions of the Owner's Representative or Agent(s) shall be done at the expense of the Contractor. The Contractor may be ordered to remove or remedy such Work at its own expense. If Contractor damages adjacent property, the Contractor shall remedy such property at its own expense.

INDEX 7
GENERAL CONDITIONS OF THE AGREEMENT

28. DISCREPANCIES AND OMISSIONS

It is further agreed that it is the intent of the contract documents that all Work described in the bid, the Specifications, plans and other contract documents, is to be done for the prices quoted by the Contractor and that such price shall include all appurtenances necessary to complete the Work in accordance with the intent of these contract documents as interpreted by Owner's Representative. **Notices of any discrepancies or omissions in these plans, Specifications, or contract documents, shall be given to the Owners' Representative and a clarification obtained before the bids are received, and if no such notice is received by the Owner's Representative prior to the opening of bids, then it shall be deemed that the Contractor fully understands the Work to be included and has provided sufficient sums in its bid to complete the Work in accordance with these plans and Specifications. If Contractor does not notify Owner's Representative before bidding of any discrepancies or omissions, then it shall be deemed for all purposes that the plans and Specifications are sufficient and adequate for completion of the project. It is further agreed that any request for clarification must be submitted no later than five (5) calendar days prior to the opening of bids.**

29. RIGHT OF OWNER TO MODIFY METHODS AND EQUIPMENT

If at any time the methods or equipment used by the Contractor are found to be inadequate to secure the quality of Work with the rate of progress required under this contract, the Owner, Owner's Representative, or Agent(s) may order the Contractor verbally or in writing to increase their safety or improve their character and efficiency and the Contractor shall comply with such order. If, at any time, the working force of the Contractor is inadequate for securing the progress herein specified, the Contractor shall, if so ordered verbally or in writing, increase its force or equipment, or both, to such an extent as to give reasonable assurance of compliance with the schedule of progress.

30. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC AND GENERAL INDEMNITY

The Contractor shall take out and procure a policy or policies of Workers' Compensation Insurance with an insurance company licensed to transact business in the State of Texas, which policy shall comply with the Workers' Compensation laws of the State of Texas. The Contractor shall at all times exercise reasonable precaution for the safety of employees and others on or near the Work and shall comply with all applicable provisions of federal, state and municipal laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of Associated General Contractors of America, except where incompatible with federal, state or municipal laws or regulations. The Contractor, its sureties and insurance carriers shall defend, indemnify and hold harmless the Owner and all of its officers, agents and employees against any all losses, costs, damages, expenses, liabilities, claims and/or causes of action, whether known or unknown, fixed, actual, accrued or contingent, liquidated or un-liquidated, including, but not limited to, attorneys' fees and expenses, in connection with, incident to, related to, or arising out of, the Contractor's or any subcontractor's, agent's or employee's, in any manner whatsoever, omission, execution and/or supervision of this contract, and the project which is the subject matter of this contract. The safety precautions taken shall be the sole responsibility of the Contractor, in its sole discretion as an Independent Contractor; inclusion of this paragraph in the Agreement, as well as any notice which may be given by the Owners or the Owner's Representative concerning omissions under this paragraph as the Work progresses, are intended as reminders to the Contractor of its duty and shall not be construed as any assumption of duty to supervise safety precautions by either the Contractor or any of its subcontractors.

31. CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract until he has obtained all insurance as required in the General Conditions of the contract documents, from an underwriter authorized to do business in the State of Texas and satisfactory to the City. Proof of coverage shall be furnished to the City and written notice of cancellation or any material change shall be provided ten (10) calendar days in advance of cancellation or change. All policies of insurance, required herein, including policies of insurance required to be provided by Contractor and its subcontractors, shall contain a waiver of any and all of the insurer's or payor's, in the event of self-insurance, rights to subrogation that any such insurer or payor, in the event of self-insurance, may acquire by virtue of payment of any loss under such insurance or self-insurance. All certificates of insurance submitted to the City in conformity with the provisions hereof shall establish such waiver. The Contractor shall procure and carry at its sole cost and expense through the life of this contract, insurance protection as hereinafter specified. Coverage in excess of that specified herein also shall be acceptable. Such insurance shall be carried with an insurance company authorized to transact business in the State of Texas and shall cover all operations in connection with this contract, whether performed by the Contractor or a subcontractor, or separate policies shall be provided covering the operation of each subcontractor. A certificate of insurance specifying each and all coverage's shall be submitted prior to contract execution.

INDEX 7
GENERAL CONDITIONS OF THE AGREEMENT

PROOF OF COVERAGE SHALL BE FURNISHED TO THE CITY OF LUBBOCK IN THE FORM OF A CERTIFICATE OF INSURANCE. THE INSURANCE CERTIFICATES FURNISHED SHALL NAME THE CITY OF LUBBOCK AS ADDITIONAL INSURED ON AUTO/GENERAL LIABILITY ON A PRIMARY AND NON-CONTRIBUTORY BASIS TO INCLUDE PRODUCTS OF COMPLETE OPERATIONS. PROVIDE A WAIVER OF SUBROGATION IN FAVOR OF THE CITY OF LUBBOCK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE TO THE OWNER ALL PROOF OF COVERAGE INSURANCE DOCUMENTS INCLUDING WORKERS COMPENSATION COVERAGE FOR EACH SUBCONTRACTOR. COPIES OF THE ENDORSEMENTS ARE REQUIRED.

A. Commercial General Liability Insurance
(Primary Additional Insured and Waiver of Subrogation required)

The contractor shall have Comprehensive General Liability Insurance with limits of $1,000,000

Combined Single Limit in the aggregate and per occurrence to include:

Products –Comp/Op AGG

Personal & Adv. Injury

Contractual Liability

B. Owner's and Contractor's Protective Liability Insurance. – **NOT REQUIRED**

C. Comprehensive Automobile Liability Insurance (Waiver of Subrogation Required)
The Contractor shall have Comprehensive Automobile Liability Insurance with limits of not less than; Bodily Injury/Property Damage, $1,000,000 Combined Single Limit, Any Auto.

D. Builder's Risk Insurance/Installation Floater Insurance - **NOT REQUIRED.**

E. Umbrella Liability Insurance - **NOT REQUIRED.**

F. Worker's Compensation or Occupational Medical and Disability (Waiver of Subrogation required)

Worker's Compensation and Employers Liability Insurance (Waiver of Subrogation required)Worker's Compensation Insurance covering all employees whether employed by the Contractor or any Subcontractor on the job with Employers Liability of at least $1,000,000.

Worker's Compensation Insurance covering all employees whether employed by the Contractor or any Subcontractor on the job in the Statutory Amounts.

G. The City of Lubbock shall be named as additional insured on Auto/General Liability on a primary & non-contributory basis, with a waiver of subrogation in favor of the City of Lubbock on all coverages.

1. Definitions:
Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC- 82, TWCC83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in Section _406.096, Texas Labor Code) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or

providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

3. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has beenextended.

5. The Contractor shall obtain from each person providing services on the project, and provide to the governmental entity:

   (a) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity shall have on file certificates of coverage showing coverage for all persons providing services on the project; and

   (b) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

7. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The Contractor shall contractually require each person with whom it contracts to provide services on the project, to:

   (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, forthe duration of the project;

   (b) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

   (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(d) obtain from each other person with whom it contracts, and provide to the Contractor:

(1) a certificate of coverage, prior to the other person beginning work on the project; and a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(e) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(f) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(g) contractually require each person with whom it contracts to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who shall provide services on the project shall be covered by worker's compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

H. Proof of Coverage

Before work on this contract is commenced, each Contractor and subcontractor shall submit to the Owner for approval five Certificates of Insurance covering each insurance policy carried and offered as evidence of compliance with the above insurance requirements, signed by an authorized representative of the insurance company setting forth:

(1) The name and address of the insured.

(2) The location of the operations to which the insurance applies.

(3) The name of the policy and type or types of insurance in force thereunder on the date borne by such certificate.

(4) The expiration date of the policy and the limit or limits of liability thereunder on the date borne by such certificate.

(5) A provision that the policy may be canceled only by mailing written notice to the named insured at the address shown in the bid specifications.

(6) A provision that written notice shall be given to the City ten days prior to any change in or cancellation of the policies shown on the certificate.

(7) The certificate or certificates shall be on the form (or identical copies thereof) contained in the job specifications. No substitute of nor amendment thereto will be acceptable.

(8) If policy limits are paid, new policy must be secured for new coverage to complete project.

(9) A Contractor shall:

(a) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filling of any coverage agreements;

(b) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;

(c) provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project;

(d) obtain from each person providing services on a project, and provide to the governmental entity:

(i) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(ii) no later than seven days after receipt by the Contractor, a new certificate of coverage
showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(e) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(f) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;

(g) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Texas Worker's Compensation Act or other commission rules. This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the commission on the sample notice, without any additional words or changes: ***REQUIRED WORKERS' COMPENSATION COVERAGE***

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 800-372-7713 or 512-804-4000 (www.tdi.state.tx.us) to receive information of the legal requirements for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage;" *and*

(h) contractually require each person with whom it contracts to provide services on a project, to:

(i) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;

(ii) provide a certificate of coverage to the Contractor prior to that person beginning work on the project;

(iii) include in all contracts to provide services on the project the following language:

> **"By signing this contract or providing or causing to be provided a certificate of coverage, the person signing this contract is representing to the governmental entity that all employees of the person signing this contract who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reprinting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self- insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions."**

(iv) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(v) obtain from each other person with whom it contracts, and provide to the Contractor:

(1) a certificate of coverage, prior to the other person beginning work on the project; and

(2) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(vi) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(vii) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(viii) contractually require each other person with whom it contracts, to perform as required by paragraphs **(i)-(viii)**, with the certificate of coverage to be provided to the person for whom they are providing services.

INDEX 7
GENERAL CONDITIONS OF THE AGREEMENT

32. DISABLED EMPLOYEES

Contractors having more than fifteen (15) employees agree to comply with the Americans with Disabilities Act of 1990, and agree not to discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.

33. PROTECTION AGAINST CLAIMS OF SUBCONTRACTORS, LABORERS, MATERIALMEN, AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES

Without limiting, in any way, manner or form, the indemnity provided by Contractor in Item #31-*Protection Against Accident to Employee and Public and General Indemnity*, the Contractor agrees that it will indemnify and save the Owner and all of its officers, elected officials, agents, representatives and employees, harmless against any and all claims, liabilities, losses, damages, expenses and causes of action arising out of, in any way, manner or form, the demands of subcontractors, laborers, workers, mechanics, material men and furnishers of machinery and parts thereof, equipment, power tools, and supplies, incurred in the performance of this contract and the project which is the subject matter of this contract. When Owner so desires, the Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

34. PROTECTION AGAINST ROYALTIES OR PATENT INVENTION

The Contractor shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with the Patentee or owner thereof. Without limiting, in any way, manner or form, the indemnity provided by Contractor in Item #31 *Protection Against Accident to Employee and Public and General Indemnity* hereof, the Contractor shall defend all suits or claims for infringement of any patent or copyrights and shall indemnify and save the Owner, and all of its officers, elected officials, agents, representatives and employees harmless from any loss on account thereof, except that Owner shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process or the product of a particular manufacturer or manufacturers is specified or required in these contract documents by Owner; provided, however, if choice of alternate design, device, material or process is allowed to the Contractor, then Contractor shall indemnify and save Owner, and all of its officers, elected officials, agents, representatives and employees harmless from any loss on account thereof. Notwithstanding anything herein to the contrary, if the material or process specified or required by Owner and/or this contract is an infringement, the Contractor shall be responsible for such loss unless it gives written notice of such infringement to the Owner's Representative prior to bidding.

35. LAWS AND ORDINANCES

The Contractor shall at all times observe and comply with all federal, state and local laws, ordinances and regulations, which in any manner affect the contract or the Work, and without limiting, in any way, manner or form, the indemnity provided by Contractor in Item #31 *Protection Against Accident to Employee and Public and General Indemnity* hereof, Contractor shall indemnify and save harmless the Owner, and all of its officers, elected officials, agents, representatives and employees against any claims arising from the violation of any such laws, ordinances, and regulations, whether by the Contractor, its employees, or subcontractors. If the Contractor observes that the plans and Specifications are at variance therewith, he shall notify the Owner's Representative in writing prior to bidding and any necessary changes shall be adjusted as provided in the contract for changes in the Work. In the absence of timely written notification to Owner's Representative of such variance or variances within said time, any objection and/or assertion that the plans and Specifications are at variance with any federal, state or local laws, ordinances or regulations shall be deemed waived. If the Contractor, its employees or subcontractors perform any Work contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner's Representative, Contractor shall bear all costs arising therefrom.

The Owner is a municipal corporation of the State of Texas and the law from which it derives its powers, insofar as the same regulates the objects for which, or the manner in which, or the conditions under which the Owner may enter into contracts, shall be controlling, and shall be considered as part of this contract to the same effect as though embodied herein. Prior to any application of chemicals, the Contractor shall request, in writing, for approval from the Owner's Representative or Agent(s). If permission is granted, all applications shall be performed through a Licensed Applicator, licensed by the Texas Structural Pest Control Board or Texas Department of Agriculture. Before applications commence, the Contractor shall furnish the Owner's Representative or Agent(s) a list of proposed areas to be treated and chemicals to be used.

INDEX 7
GENERAL CONDITIONS OF THE AGREEMENT

36. ADVERTISING

Contractor shall not advertise or publish, without City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper request for information from an authorized representative or the Federal, State or Local Government.

37. SUBCONTRACTING

The Contractor agrees that it will retain personal control and will give its personal attention to the fulfillment of this contract. The Contractor further agrees that subletting of any portion or feature of the Work, or materials required in the performance of this contract, shall not relieve the Contractor from its full obligations to the Owner, as provided by the contract documents.

38. TIME FOR SUBSTANTIAL COMPLETION

It is hereby understood and mutually agreed by and between the Contractor and the Owner, that the date of beginning and time for completion as specified in the contract documents, of Work to be done hereunder are essential conditions of this contract; and it is further mutually understood and agreed that the Work embraced in this contract shall be commenced as provided in the contract documents. It is expressly understood and agreed, by and between Contractor and the Owner, that the time for the substantial completion of the Work described herein is reasonable time for the completion of the same, taking into consideration the average climatic range and conditions and usual industrial conditions prevailing in this locality. The time will be negotiable and agreed upon by and between the Contractor and the Owner.

IT IS FURTHER AGREED AND UNDERSTOOD BETWEEN THE CONTRACTOR AND OWNER THAT TIME IS OF THE ESSENCE OF THIS CONTRACT.

39. TIME AND ORDER OF COMPLETION

It is the meaning and intent of this contract, unless otherwise herein specifically provided, that the Contractor shall be allowed to prosecute its Work at such time and sessions, in such order of precedence, and in such manner as shall be most conductive to economy of scheduling; provided, however, that the order and time of prosecution shall be such that the Work shall be substantially completed as a whole and in part, in accordance with this contract, the plans and Specifications, and within the time of completion designated in the bid; provided, also, that when the Owner is having other Work done, either by contract or by its own force, the Owner's Representative may direct the time and manner of scheduling Work done under this contract so that conflicts will be avoided and the mowing of the various Works being done for the Owner shall be harmonized. All required unit work which includes mowing, edging, trim mowing, string trimming, and sweeping shall be 100% complete before commencing to another mowing site. The Contractor shall submit mowing schedules as requested by the Owner's Representative or Agent(s) five (5) working days prior to the start of every month. A copy shall be mailed, faxed or e-mailed to the Owner's Representative, Agent(s), and any Park Maintenance department dependent upon the mowing schedules. Mowing properties shall be mowed in the order they are listed on the monthly schedule with dates at which the Contractor will start the Units of Work and estimated dates of completion of the Units of Work unless prior notice is given before the start of the working day (6:00 AM).

40. TIME OF PERFORMANCE

The Contractor agrees that it has submitted its bid in full recognition of the time required for the completion of this project, taking into consideration the average climatic range and industrial conditions prevailing in this locality, and has considered the liquidated damage provisions of Item

#39 – *Time for Substantial Completion* hereinabove set forth and expressly agrees that it shall not be entitled to, nor will it request, an extension of time on this contract, except when its Work has been delayed by an act or neglect of the Owner, Owner's Representative, employees of the Owner or other Contractors employed by the Owner, or by changes ordered in the Work, or by strike, walkouts, acts of God or the public enemy, fire or flood. Work on weekends and holidays and shall be at the discretion of the Contractor. Should the Contractor find it necessary to Work during this time, written notice of his intention to do so shall be given to the Owner's Representative and Agent(s) at least twenty-four (24) hours prior to doing so. The City reserves the right to deny such Work that interferes with heavy park usage or special events. All Work is schedule driven; therefore, the Contractor's Work force and equipment needs shall vary throughout the contract's time period. The normal Work schedule shall fall within the time frame of Monday through Friday 6:00 a.m. to 5:00 p.m. A failure by Owner's Representative to affirmatively grant the extension no later than twenty- four (24) hours of written submission by Contractor shall be deemed a denial, and final. Further, in the absence of timely written notification of such delay and request for extension, as provided herein, any request for extension by Contractor shall be deemed waived.

INDEX 7
GENERAL CONDITIONS OF THE AGREEMENT

41. HINDRANCE AND DELAYS

In executing the contract, the Contractor agrees that in undertaking to complete the Work within the time herein fixed, Contractor has taken into consideration and made allowances for all hindrances and delays incident to such Work, whether growing out of delays due to unusual and unanticipated circumstances, difficulties or delays in securing material or workers, or any other cause or occurrence. No charge shall be made by the Contractor for hindrance or delays from any cause during the progress of any part of the Work embraced in this contract except where the Work is stopped by order of the Owner, Owner's Representative or Agent(s) for the Owner's convenience, in which Event, such expense as in the sole judgment of the Owner's Representative that is caused by such stoppage shall be paid by Owner to Contractor.

42. QUANTITIES AND MEASUREMENTS

No extra or customary measurements of any kind will be allowed, but the actual measured or computed length, area, solid contents, number and weight only shall be considered, unless otherwise specifically provided. In the event this contract is let on a Unit Price basis, then Owner and Contractor agree that this contract, including the Specifications, plans and other contract documents are intended to show clearly all Work to be done and material to be furnished hereunder. Where the estimated quantities are shown, and only when same are expressly stated to be estimates, for the various classes of Work to be done and material to be furnished under this contract, they are approximate and are to be used only as a basis for estimating the probable cost of the Work and for comparing their bids offered for the Work. In the event the amount of Work to be done and materials to be furnished are expressly stated to be estimated, and only when same are expressly stated to be estimated, it is understood and agreed that the actual amount of Work to be done and the materials to be furnished under this contract may differ somewhat from these estimates, and that where the basis for payment under this contract is the Unit Price method, payment shall be for the actual amount of Work done and materials furnished on the project.

43. PROTECTION OF ADJOINING PROPERTY

The Contractor shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which may be injured or seriously affected by any process of construction to be undertaken under this agreement, from any damage or injury by reason of said process of construction; and Contractor shall be liable for any and all claims for such damage on account of his failure to fully protect all adjacent property. Without limiting, in any way, manner and form, the indemnity provided by Contractor in Item #31 – *Protection Against Accidents to Employees and the Public and General Indemnity* hereof, the Contractor agrees to indemnify, save and hold harmless the Owner, and any of its officers, agents and employees, against any and all claims or damages due to any injury to any adjacent or adjoining property, related to, arising from or growing out of the performance of this contract. The Contractor shall use every precaution necessary to prevent damage to trees, shrubs, above and below ground structures, utilities and any other form of property. Should damage occur, it is the Contractor's responsibility to report the damage to the Owner's Representative or Agent(s) as soon as possible but not exceeding twenty-four (24) hours from the time damage occurred. If damage occurs as a result of Contractor's actions, the Contractor shall be held responsible to repair or replace the damaged property at its own expense. Time required to repair damaged property shall be expedient and to the approval of the Owner's Representative or Agent(s). If the damage is not repaired in the agreed upon time period, the City may after forty-eight (48) hours' notice from the Owner's Representative, proceed to repair the damage. The Contractor shall be held financially responsible for the repair Work and the cost shall be deducted from the Contractor's payment.

44. PRICE FOR WORK

In consideration of the furnishing of all necessary labor, equipment and material and the completion of all Work by the Contractor, and on the delivery of all materials embraced in this contract in full conformity with the Specifications and stipulations herein contained, the Owner agrees to pay the Contractor the price set forth in the bid proposal attached hereto, which has been made a part of this contract, and the Contractor hereby agrees to receive such price in full for furnishing all materials and all labor required for the aforesaid Work, also, for all expenses incurred by Contractor and for well and truly performing the same and the whole thereof in the manner and according to this agreement, the attached Specifications, plans, appendices, contract documents and requirements of Owner's Representative.

INDEX 7
GENERAL CONDITIONS OF THE AGREEMENT

45. PAYMENTS

No payments made or certificates given shall be considered as conclusive evidence of the performance of the contract, either wholly or in part, nor shall any certificate or payment be considered as acceptance of defective Work. Contractor shall at any time requested during the progress of the Work furnish the Owner or Owner's Representative with a verifying certificate showing the Contractor's total outstanding indebtedness in connection with the Work. Before final payment is made, Contractor shall satisfy Owner, by affidavit or otherwise, that there are no outstanding liens against Owner's premises by reason of any Work under the contract. Acceptance by Contractor of final payment of the contract price shall constitute a waiver of all claims against Owner, Owner's agents and employees, who have not theretofore been timely filed as provided in this contract. The Contractor shall receive compensation provided for in the contract on a per Cycle basis for each Unit site. In the case of the Grounds Maintenance Contract, payment shall be determined by services rendered. Payment shall be made at the end of each month for services rendered for each completed Unit within a maintenance group. Payment shall be determined by the form included in this package as Index #10 and approved by the Owner's Representative or Agent(s).

46. PAYMENT WITHHELD

In addition to express provisions elsewhere contained in the contract, the Owner or Owner's Representative may withhold from any payment otherwise due the Contractor such amount as determined necessary to protect the Owner's interest, or, if it so elects, may withhold or retain all or a portion of any progress payment or refund payment on account of

46.1 Unsatisfactory progress of the Work not caused by condition beyond the Contractor's control;
46.2 Defective Work not corrected;
46.3 Contractor's failures to carry out instructions or orders of the City or his (its) representatives;
46.4 A reasonable doubt that the contract can be completed for the balance then unpaid;
46.5 Execution of Work not in accordance with the contract documents;
46.6 Claim filed by or against the Contractor or reasonable evidence indicating probable filing of claims;
46.7 Failure of the Contractor to make payments to subcontractor for material or labor;
46.8 Damage to another Contractor;
46.9 Unsafe working conditions allowed persisting by the Contractor;
46.10 Failure of the Contractor to provide work schedules as required by the City;
46.11 Use of subcontractors without City's approval.

When the above grounds are removed, payment shall be made for amounts withheld because of them, and City shall never be liable for interest on any delayed or late payment.

47. CONTRACTOR DEFAULT OWNER'S RIGHT TO SUSPEND WORK AND ANNUAL CONTRACT

The Work or any portion of the Work under contract shall be suspended immediately on written order of the Owner declaring the Contractor to be in default. The contract may be annulled by the Owner for any good cause or causes, among others of which special reference is made to the following:

47.1 Failure of the Contractor to start Work within ten (10) days from date specified in the written work order issued by the City to begin the work;
47.2 Substantial evidences that the progress of the Work being made by the Contractor is insufficient to complete the Work within the specified working time;
47.3 Failure of the Contractor to provide sufficient and proper equipment, materials or construction forces or properly executing the Work;
47.4 Substantial evidence that the Contractor has abandoned the Work or discontinuance of the performance of the Work or any part thereof and failure to resume performance within a reasonable time after notice to do so;
47.5 Substantial evidences that the Contractor has become insolvent or bankrupt, or otherwise financially unable to carry on the Work;
47.6 Deliberate failure on the part of the Contractor to observe any requirements of these Specifications or to comply with any orders given by the City as provided for in these Specifications;
47.7 Failure of the Contractor to promptly make good any defects in the Work, the correction of which has been directed in writing by the City;

47.8 Substantial evidence of collusion for the purpose of illegally procuring a contract or perpetrating fraud on the City in the construction of Work under contract;

47.9 Repeated violations of safe working procedures;

When the Work is suspended for any of the causes itemized above, or for any other cause or causes, the Contractor shall discontinue the Work or such part thereof as the City designates.

48. FINAL INSPECTION

Final Inspection of the site shall take place by the Owner's Representative or Agent(s) as soon as possible after the completion of the Unit(s). If the project (s) is completed in Cycles, the project(s) shall be inspected after each Unit(s) by the Agent(s). The Contractor shall be allowed to be present at the examination. If the inspection reveals any defective Work, the Owner' s Representative or Agent(s) may require the Call Back Work to be remedied before final acceptance is granted. All said remedies shall be at the expense of the Contractor.

49. SPECIAL EVENTS

The Contractor shall schedule Work to enhance public use and restrict conflict with scheduled events. Special event schedules will be submitted to the Contractor by the Owner's Representative or his Agent(s) to arrange for mowing schedule adjustments as may be required. The Owner's Representative or his Agent(s) will attempt to notify the Contractor forty-eight hours prior to an event that requires mowing schedule adjustments.

50. CLAIM OR DISPUTED WORK

It is further agreed by both parties hereto that all questions of dispute or adjustment presented by the Contractor shall be in writing and filed with the Owner's Representative within seven (7) calendar days after the Owner's Representative has given any direction, order or instruction to which the Contractor desires to take exception. Timely written notice of dispute as provided in this contract of any decision by Owner's Representative or Owner shall be a condition precedent to the bringing and/or assertion of any action or claim by Contractor of any right under this Contract. If the matters set forth in the notice of dispute are not granted or otherwise responded to by Owner's Representative within seven (7) calendar days of receipt of notice of dispute by Owner's Representative, said objections shall be deemed denied. Any decision by the Owner's Representative, or deemed denial by the Owner's Representative, shall be final and conclusive in the absence of fraud. It is further agreed that the acceptance by the Contractor of the final payment shall be a bar to any and all claims of the Contractor, and constitute a waiver of the right to assert any claim against Owner, Owner's agents and employees and Owner's Representative, by Contractor. If the Contractor is of the opinion that (a) the Work necessary or required to accomplish the result intended by this contract; or (b) any Work ordered to be done as contract Work by the City is Extra Work or additional Work and not contract Work; or (c) any determination or order of the Owner violates the terms and provisions of this contract, the Contractor shall promptly, either before proceeding with such Work or complying with such order or determination, notify the Owner in writing of his (its) contentions with respect thereto and request a final determination thereof. If the Owner determines that the Work in question is Extra Work and not contract Work, or the determination or order complained of required performance by the Contractor beyond that required by the contract or violates the terms and provisions for the contract, thereupon the Owner shall cause either (a) the issuance of a written order covering the Extra Work as provided for in paragraph 1 of Item #27-*Extra Work* hereof, or (b) the determination or order complained of be rescinded or so modified so as to not require performance beyond that required by the terms and provisions of the contract. Such determination of the Owner shall be given in writing to the Contractor. If the Owner determines that the Work in question is contract Work and not, Extra Work, or that the determination or order complained of does not require performance by the Contractor beyond that required by the contract or violate the terms and provisions of the contract, he shall direct the Contractor to proceed, and the Contractor must promptly comply. In order to reserve his (its) right to claim compensation for such Work resulting from such compliance, the Contractor must, within seven (7) calendar days after receiving the Owner's determination and direction, notify the Owner in writing that the Work is being performed, or that the determination and direction is being complied with, under protest.

If the Contractor fails to so appeal to the Owner for a determination or, having so appealed, should the Contractor thus fail to notify the Owner in writing of his (its) protest, the Contractor shall be deemed to have waived any claim for extra compensation or damages therefore. No oral appeals or oral protests, no matter to whom made shall be deemed even substantial compliance with the provisions of this item.

In addition to the foregoing requirement, the Contractor shall, upon notice from the Owner, produce for examination and audit at the Contractor' office, by the representatives of the Owner, all his (its) books and records showing all of his (its) acts and transactions in connection with contractual performance as well as relating to or arising by reason of the matter in dispute. At such examination a duly authorized representative of the Contractor may be present.

Unless the aforesaid requirements and conditions shall have been complied with the Contract, the Owner shall be released from all claims arising under, relating to or by reason of this contract, except for the sums to be due under the payment provision or this contract. It is further stipulated and agreed that no conduct on the part of the Owner or any agent or employee of the Owner shall even be construed as a waiver of the requirements of this section, which such requirements constitute an absolute condition precedent to any approval or any claim for extra compensation, notwithstanding any other provisions of the contract documents; and in any action against the Owner to recover any sum in excess of the contract amount the Contractor must allege and prove strict compliance with the provisions of this section. In connection with the examination provided for herein, the Owner, upon demand therefore, shall also produce for inspection by the Contractor such records as the Owner may have with respect to such disputed Work or Work performed under protest pursuant to order of the Owner, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the Contractor's claim.

51. NON-COMPLIANCE AND/OR ABANDONMENT BY CONTRACTOR

In case the Contractor should (1) abandon and fail or refuse to resume Work within two calendar days after written notification from the Owner or the Owner's Representative, or (2) if the Contractor fails to comply with the written orders of the Owner's Representative, when such orders are consistent with this contract.

In the event the Contractor should fail to commence compliance with the notice hereinbefore provided within two calendar days after service of such notice, and/or shall fail to proceed with diligence to complete the project as contemplated and in compliance with all terms and provisions of the contract documents, then the Owner may exercise any and all remedies available to it pursuant to law, contract, equity or otherwise, including, but not limited to, providing for completion of the Work in either of the following elective manners:

(a) The Owner may employ such force of men and use of machinery, equipment, tools, materials and supplies as said Owner may deem necessary to complete the Work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said Contractor, and the expense so charged shall be deducted and paid by the Owner out of such moneys as may be due, or that may thereafter at any time become due to the Contractor under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the Contractor, then said Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said Contractor, then the Contractor shall pay the amount of such excess to the Owner; or

(b) The Owner, under sealed bids, after notice published as required by law, at least twice in a newspaper having a general circulation in the County of location of the Work, may let the contract for the completion of the Work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the Owner under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the Contractor. Should the cost to complete any such new contract prove to be less than that which would have been the cost to complete the Work under this contract, the Contractor shall be credited therewith.

In the event the Owner's Representative elects to complete the Work, as described above, when the Work shall have been finally completed, the Contractor shall be so notified and certification of completion as provided in Item #46-*Payments* hereinabove set forth, shall be issued. A complete itemized statement of the contract accounts, certified to by Owner's Representative as being correct shall then be prepared and delivered to Contractor, if applicable, where on the Contractor, or the Owner as the case may be, shall pay the balance due as reflected by said statement within 30 days after the date of certification of completion.

In the event the statement of accounts shows that the cost to complete the Work is less than that which would have been the cost to the Owner had the Work been completed by the Contractor under the terms of this contract, or when the Contractor, if applicable, shall pay the balance shown to be due by them to the Owner, then all machinery, equipment, tools, materials or supplies left on the site of the Work shall be turned over to the Contractor, if applicable. Should the cost to complete the Work exceed the contract price, and the Contractor, if applicable, fail to pay the amount due the Owner within the time designated hereinabove, and there remains any machinery, equipment, tools, materials or supplies on the site of the Work, notice thereof, together with an itemized list of such equipment and materials shall be mailed to the Contractor, if applicable, at the respective addresses designated in this contract; provided, however, that actual written notice given in any manner will satisfy this condition. After mailing or other giving of such notice, such property shall be held at the risk of the Contractor, if applicable, subject only to the duty of the Owner to exercise ordinary care to protect such property.

The remedies provided to Owner by law, equity, contract, or otherwise, shall be cumulative, to the extent permitted by law. It is expressly agreed and understood that the exercise by Owner of the remedies provided in this paragraph shall not constitute an election of remedies on the part of Owner, and Owner, irrespective of its exercise of remedies hereunder, shall be entitled to exercise concurrently or otherwise, any and all other remedies available to it, by law, equity, contract or otherwise, including but not limited to, liquidated damages, as provided in Item #39-*Time for Substantial Completion*, hereinabove set forth.

52. LIMITATION ON CONTRACTOR'S REMEDY

The remedies of Contractor hereunder shall be limited to, and Owner shall be liable only for, Work actually performed by Contractor and/or its subcontractors as set forth in the contract documents, and Owner shall not be liable for any consequential, punitive or indirect loss or damage that Contractor may suffer in connection with the project which is the subject matter of this contract.

53. MAINTAINING WORK SCHEDULES

It will be the Contractor's responsibility to perform litter control when the mowing schedule is deviated due to problems not weather related or when Work is requested after regular business hours, holidays, or on weekends.

54. SPECIAL CONDITIONS

In the event special conditions are contained herein as part of the contract documents and said special conditions conflict with any of the general conditions contained in this contract, then in such event the special conditions shall control.

55. LOSS OR EXPENSE DUE TO UNUSUAL OR UNANTICIPATED CIRCUMSTANCES

Unless otherwise specified herein, all loss, expense or damage to the Contractor arising out of the nature of the Work to be done, or from the action of the elements, or from any unforeseen circumstance or from unusual obstructions or difficulties, naturally occurring, man-made or otherwise, which may be encountered in the prosecution of the Work, shall be sustained and borne by the Contractor at his own cost and expense.

56. INDEPENDENT CONTRACTOR

Contractor is, and shall remain, an independent Contractor with full, complete and exclusive power and authority to direct, supervise, and control its own employees and to determine the method of the performance of the Work covered hereby. The fact that the Owner, Owner's Representative or Agent(s) shall have the right to observe Contractor's Work during Contractor's performance and to carry out the other prerogatives which are expressly reserved to and vested in the Owner, Owner's Representative or Agent(s) hereunder, is not intended to and shall not at any time change or effect the status of the Contractor as an independent Contractor with respect to either the Owner, Owner's Representative or Agent(s) or to the Contractor's own employees or to any other person, firm, or corporation.

57. NO WAIVER OF RIGHTS OR ESTOPPEL

The City, or any officer or Agent thereof, shall not be precluded at any time, either before or after final completion and acceptance of the Work and final payment therefore from:

57.1 Showing the true and correct amount, Classifications, quality and character of the Work done and materials furnished by the Contractor or any other person under this contract, or from showing at any time that any determination, return, decision, approval, order, letter, payment or certification is untrue and incorrect, or improperly made in any particular, or that the Work or the materials or any parts thereof, do not in fact conform to the contact requirements; and

57.2 Demanding the recovery from the Contractor of any overpayments made to him, or such damages as the City may sustain by reason of the Contractor's failure to perform each and every part of this contract in strict accordance with its terms or both.

58. HAZARDOUS SUBSTANCES AND ASBESTOS

Hazardous Substances (herein so called), as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C.S. §9601(14)) and the regulations promulgated there under, as same may be amended from time to time, hydrocarbons or other petroleum products or byproducts and/or asbestos, in any form, shall not (i) be utilized, in any way, manner or form, in the construction of, or incorporation into, the Project; or (ii) be brought upon, placed, or located, by any party, on the Project site, or any other property of the City, without the written consent of the Owner's Representative. If Contractor believes that the utilization of a Hazardous Substance, hydrocarbons or other petroleum products or byproducts and/or asbestos is necessary in the construction of the Project, or that it is necessary to place and/or otherwise locate upon the site of the Project or other property of the City, a Hazardous Substance, hydrocarbons or other petroleum products or byproducts and/or asbestos, Contractor shall notify the Owner's Representative, and request consent there from, at least twenty (20) days prior to such action.

Owner's Representative may grant or deny the request of Contractor and provide whatever requirements such consent, if granted, is conditioned upon, in its sole and absolute discretion. If the request of Contractor is not granted, or otherwise not responded to, by Owner's Representative within five (5) days of the receipt of said request, said request shall be deemed to be denied. In the event Owner's Representative shall consent to the request of Contractor, Contractor shall be responsible for ensuring that all personnel involved in the Project are (i) trained for the level of expertise required for proper performance of the actions contemplated by this Contract and, in particular, in all aspects of handling, storage, disposal and exposure of Hazardous Substances, hydrocarbons or other petroleum products or byproducts and/or asbestos; and (ii) are provided and utilize all protective equipment, including without limitation, personal protective gear, necessary to provide protection from exposure to Hazardous Substances, hydrocarbons or other petroleum products or byproducts and/or asbestos.

59. SUSPENSION BY COURT ORDER AGAINST CITY

The Contractor shall suspend such part or parts of the Work pursuant to a court order issued against the City and shall not be entitled to additional compensation by virtue of such court order; neither shall the Contractor be liable to the City in the event the Work is suspended by such court order, unless such suspension is due to the fault or negligence of the Contractor.

60. CONTRACT TERM

60.1 The contract shall be for a term of one (1) year, with the option of four (4), one (1) year extensions, said date of term beginning upon formal approval. It is the responsibility of the Contract to ensure that valid insurance is on file with the Purchasing and Contract Management Department.

60.2 During the period of the Contract, the Contractor shall provide all the services described in the Contract. The Contractor understands and agrees that this is a requirements of the contract and that the City shall have no obligation to the Contractor if no services are required. Any quantities that are included in the bid form and/or specifications reflect the current expectations of the City for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the City is under no obligation to the Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The Contractor further understands and agrees that the City may require services in an amount less than or in excess of the estimated annual Contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the Contract for the quantity actually used.

61. NOTICE TO PROCEED

Notice to Proceed date will be issued at the start of every mowing season. The Contractor shall actively proceed with the Work as agreed and stated on the notice to proceed. Work shall not start until the notice to proceed is issued by the Purchasing and Contract Management department.

62. WEATHER

Weather will affect the progress of ground maintenance at times and Contractor shall recognize this and have a plan of action and/or resources available to proceed in an expedient manner. Should weather conditions alter schedules, the Contractor shall notify the Owner's Representative, Agent(s) and other appropriate Park Maintenance departments such as Environmental Services, before 6:00 AM at the beginning of the next Work day. It is the Contractor's responsibility to provide quality workmanship. If weather conditions prevent such quality, the Contractor shall suspend Work and resume Work as soon as weather allows. If the Owner's Representative or Agent(s) finds that weather conditions are inappropriate for maintaining high quality Work, they may notify the Contractor and suspend Work. The suspension of Work by the Owner's Representative or Agent (s) shall not in any way allow the Contractor to find grounds for adjustments in Contract Time or provide for extra compensation.

63. SPECIFICATION CHANGE

During the term of the Contract, the Owner may change Site Classifications, thereby increasing or decreasing mowing frequencies. Unit pricing will be used to determine cost adjustments. All changes shall be in writing.

Contractor understands and agrees that a Drought Contingency Plan, if enacted by the City of Lubbock, could result in significantly reduced or eliminated irrigation schedules for the properties that are the subject of this agreement, which could, in turn, significantly reduce or eliminate the need for services contemplated under this agreement. In the event said Drought Contingency Plan is enacted, Owner shall promptly notify Contractor of said event, and Contractor hereby agrees thereafter to accept and abide by any revised maintenance schedules and compensation adjustments promulgated by the Owner. This agreement shall constitute the Contractor's consent, granted prospectively, for a change order to the original contract price as required by TEXAS LOCAL GOVERNMENT CODE, Section 252.048(d).

INDEX 7
GENERAL CONDITIONS OF THE AGREEMENT

64. CHANGED CONDITION

If the Contractor finds latent conditions which differ from those outlined in the contract or Specifications which differ from customary Work, and which the Contractor could not have discovered during the investigation of the site prior to the bid, and in which such condition increased the expense to the Contractor, immediate written notice shall be promptly mailed to the Owner's Representative. The Contractor shall afford the Owner the opportunity to inspect the same. After inspection by the Owner, the Contractor shall not delay Work pending a decision to be made by the Owner regarding the claim. Failure of the Contractor to give prompt written notice and afford the Owner the opportunity to inspect the condition, before it is disturbed, shall be deemed a waiver by the Contractor of all claims and extra compensation arising out of the alleged condition.

65. FORCE MAJEURE

In the event either Owner or Contractor is rendered unable in whole or in part by force majeure to carry out any covenant, agreement, obligation or undertaking to be kept or performed by such party under this agreement, other than to make payment of amounts due for Work completed, such covenant, agreement, obligation or undertaking, insofar as the same is affected by such force majeure, will be suspended. The term "force majeure" as employed in this section includes acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, war, blockades, riots, epidemics, earthquakes, explosions, accidents, or repairs to machinery or pipes, the delays of carriers, or inability by reason of governmental regulation to obtain materials, acts of public authorities including but not limited to the effectuation of a Drought Contingency Plan by the City of Lubbock, or other causes, whether or not of the same kind as specifically enumerated, not within the control of the party claiming suspension and which by the exercise of due diligence or the payment of money such party is unable to overcome.

66. SEVERABILITY

If for any reason any provision hereof shall be inoperative, the validity and effect of all other provisions shall not be affected thereby.

67. PRESUMPTION AGAINST SCRIVENER

In case of a dispute as to interpretation of this agreement, each party waives the presumption that this agreement is presumed to be read in favor of the party that did not prepare it.

INDEX 9
BID FORM
City of Lubbock, TX
Purchasing and Contract Management
Parks Turf Maintenance
ITB No. 21-15666-KM

In compliance with the **Invitation to Bid 21-15666-KM**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid **21-15666-KM** is by reference incorporated in this contract. The Bid Form **must be completed** in blue or black **ink** or by typewriter.

GROUP 1
CLASS A PARKS AND PROPERTIES:

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE /MOWABLE ACREAGE	ANNUAL MAINT CYCLES APPROX	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
1.	GATEWAY PLAZA	BROADWAY & AVE Q (NE CORNER)	1.2	29	EA	$ 48.00	1392.00
2.	BUDDY HOLLY PLAZA	19TH & CRICKETS AVE	1.17	29	EA	85.00	2465.00
3.	PATTERSON LIBRARY	1836 PARKWAY DR.	5.0	29	EA	225.00	6525.00
4.	BROADWAY MEDIANS	BROADWAY & Q AND BROADWAY & MLK	0.25	29	EA	50.00	1450.00
5.	MACKENZIE PARK AMPHITHETER	423 EAST BROADWAY	5.33	29	EA	350.00	10150.00

GROUP 1
CLASS B PARKS AND PROPERTIES:

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE /MOWABLE ACREAGE	ANNUAL MAINT CYCLES APPROX	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
6.	MACKENZIEN. CONNIE MACK AND FIELD #5 (INCLUDING IN BETWEEN FIELDS)	MUNICIPAL DR & PARK RD 18	10.12	25	EA	455.00	11,375.00
7.	MACKENZIE N. CRICKET FIELD AND S. KICKBALL FIELD (INCLUDING IN BETWEEN FIELDS)	MUNICIPAL DR & PARK RD 18	10.6	25	EA	475.00	11,875.00
8.	MACKENZIEN. SOFTBALL FIELDS # 6 & 7 (INCLUDING IN BETWEEN FIELDS)	MUNICIPAL DR & PARK RD 18	10.55	25	EA	475.00	11,875.00

BID FORM

GROUP 1
CLASS B PARKS AND PROPERTIES (CONT):

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE /MOWABLE ACREAGE	ANNUAL MAINT CYCLES APPROX	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
9.	ATZLAN	1ST & AVE. K	25	25	EA	1000.00	25,000.00
10.	AVE X TRIANGLE	16TH & AVE X	0.4	25	EA	48.00	1,200.00
11.	CIVIC CENTER/ MAHON LIBRARY & MUNICIPAL SQ. PARKING LOT	9TH & AVE P	32.11	25	EA	1405.00	35,125.00
12.	CIVIC CENTER/ SOUTH PARKING LOT	9TH & AVE K	1.93	25	EA	85.00	2125.00
13.	CIVIC CENTER/ 9TH ST. AND AVE. K TRIANGLE AND EAST PARKING LOT	9TH & AVE K	1.72	25	EA	75.00	1875.00
GROUP 1 CLASS A & B APPROX. ACREAGE			105.45				
GROUP 1: CLASS A & B TOTAL COST (ITEMS 1-13)						$	182,432.00

GROUP 2
CLASS A PARKS AND PROPERTIES:

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE /MOWABLE ACREAGE	ANNUAL MAINT CYCLES APPROX	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
14.	UNIVERSITY MEDIANS	UNIVERSITY (GOODACRE TO 17TH)	.52	29	EA	$ 52	1508.00
15.	SLIDE RD MEDIANS	SLIDE RD. (4TH TO NORTH LOOP 289)	3.75	29	EA	225.00	6525.00
16.	GROVES LIBRARY	5520 19TH	2.08	29	EA	125.00	3625.00

GROUP 2
CLASS B PARKS AND PROPERTIES:

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE /MOWABLE ACREAGE	ANNUAL MAINT CYCLES APPROX	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
17.	HODGES	MARSHALL & UNIVERSITY	13.1	25	EA	590.00	14,750.00
18.	RODGERS (INCLUDING ROTARY BAGGING OF SWIMMING POOL)	3200 BATES	11.35	25	EA	550.00	13750.00
19.	NORTHWEST LITTLE LEAGUE	903 NORTH UNIVERSITY AVENUE	9.04	25	EA	410.00	10,250.00
GROUP 2 CLASS A & B APPROX. ACREAGE			39.84				
GROUP 2: CLASS A & B TOTAL COST (ITEMS 14-19)						$	50,408.00

BID FORM

GROUP 3
CLASS A PARKS AND PROPERTIES:

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE /MOWABLE ACREAGE	ANNUAL MAINT CYCLES APPROX	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
20.	MLK AVENUE MEDIANS	MLK, 1900-2400 BLOCK	0.72	29	EA	$ 72.00	2088.00
21.	INDIANA MEDIANS	INDIANA, (19TH–34TH)	1.81	29	EA	145.00	4205.00
22.	UNIVERSITY MEDIANS	UNIVERSITY (20TH TO 34TH)	3.26	29	EA	195.00	5655.00
23.	UNIVERSITY MEDIANS	UNIVERSITY (34TH TO 49TH)	0.76	29	EA	46.00	1334.00
24.	UNIVERSITY CORNER	19TH & UNIVERSITY	0.72	29	EA	45.00	1305.00
25.	98th STREET MEDIANS	SOUTH SIDE OF ROAD FROM ALBANY TO DOVER ST. & GENOA TO IOLA AVE	4.15	29	EA	200.00	5800.00

GROUP 3
CLASS B PARKS AND PROPERTIES:

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE /MOWABLE ACREAGE	ANNUAL MAINT CYCLES APPROX	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
26.	LEGACY PLAY VILLAGE	MARSHA SHARP FREEWAY & MILWAUKEE AVE.	1.0	25	EA	80.00	2,000.00
27.	MCALLISTER BASEBALL FIELDS	50TH & FRANKFORD	5.44	25	EA	215.00	5,375.00
28.	CAVAZOS BASEBALL FIELDS	MARSHA SHARP FREEWAY & SPUR 327	12.43	25	EA	560.00	14,000.00
29.	TECH TERRACE	23RD & FLINT	18.0	25	EA	720.00	18,000.00
30.	TENNIS CENTER	66TH & GARY	11.96	25	EA	480.00	12,000.00
31.	DAVIS	40TH & NASHVILLE	8.2	25	EA	345.00	8,625.00
32.	MAXEY (INCLUDING ROTARY BAGGING OF SWIMMING POOL)	30TH & NASHVILLE	47.68	25	EA	1925.00	48,125.00
33.	YOUTH SPORTS COMPLEX (DEVELOPED)	6204 125TH	58.1	25	EA	2615.00	65,375.00
GROUP 3 CLASS A & B APPROX. ACREAGE			174.23				
GROUP 3: CLASS A & B TOTAL COST (ITEMS 20-33)						$	193,887.00

BID FORM

GROUP 4
CLASS B PARKS AND PROPERTIES:

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE /MOWABLE ACREAGE	ANNUAL MAINT CYCLES APPROX	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
34.	CLAPP (INCLUDING ROTARY BAGGING OF SWIMMING POOL)	46TH & AVE. U	90.31	25	EA	$ 4,075.00	101,875.00
35.	TRINITY BASEBALL	40TH & UNIVERSITY	2.65	25	EA	95.00	2,375.00
36.	STUBBS & SOFTBALL FIELDS	36TH & AVE N	8.0	25	EA	360.00	9,000.00
37.	HOOD & SOFTBALL FIELDS	23RD & AVE Q	9.45	25	EA	375.00	9,375.00
38.	LEWIS & LITTLE LEAGUE FIELDS	54TH & AVE J	8.4	25	EA	420.00	10,500.00
39.	McCRUMMEN	19TH & AVE T	2.60	25	EA	155.00	3,875.00
40.	MLK LITTLE LEAGUE COMPLEX	E 19TH & ASPEN AVE	7.5	25	EA	360.00	9,000.00
41.	RAWLINGS	40TH & AVE B	1.9	25	EA	190.00	4750.00
42.	RIBBLE	62ND & TEMPLE	15.18	25	EA	600.00	15000.00
43.	SIMMONS (INCLUDING SWIMMING POOL)	E. 23RD & OAK	54	25	EA	1900.00	47,500.00
GROUP 4 CLASS B APPROX. ACREAGE			199.99				
						GROUP 4 CLASS B TOTAL COST (ITEMS 34-43)	$ 213,250.00

GROUP 6
CLASS C PARKS AND PROPERTIES:

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE /MOWABLE ACREAGE	ANNUAL MAINT CYCLES APPROX	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
44.	CARTER	N. GLOBE & N. LOOP 289	3.7	17	EA	$ 240.00	4080.00
45.	SIMS	MARLBORO & KING	5.4	17	EA	325.00	5525.00
46.	REAGAN	COLGATE ST. & OLIVE AVE.	4.48	17	EA	295.00	5015.00
47.	HOLLINS	1ST & VERNON	4.3	17	EA	300.00	5100.00
48.	DAVIES	N. AVE N & CLEMSON	6.0	17	EA	360.00	6120.00
49.	SEDBERRY	E. 10TH & GUAVA	5.0	17	EA	360.00	6120.00
50.	BUTLER	E. 4TH & ZENITH	6.0	17	EA	360.00	6120.00
51.	OVERTON	14TH & AVE U	2.0	17	EA	140.00	2380.00
52.	ROY FURR PIONEER	6TH & AVE T	4.2	17	EA	275.00	4675.00
53.	CARLISLE CEMETERY	7308 19TH	1.1	17	EA	95.00	1615.00

BID FORM

GROUP 6
CLASS C PARKS AND PROPERTIES (CONT):

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE /MOWABLE ACREAGE	ANNUAL MAINT CYCLES APPROX	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
54.	SMITH	15TH & CHICAGO	4.3	17	EA	280.00	4760.00
55.	LOPEZ	AUBURN & CHICAGO	8.53	17	EA	510.00	8670.00
56.	COOKE	18TH & KIRBY	7.25	17	EA	435.00	7395.00
57.	WHISPERWOOD	4TH & WHISPER WOOD	5.0	17	EA	300.00	5100.00
58.	BUDDY HOLLY REC AREA	N. UNIVERSITY & CANYON LAKE RD.	8.06	17	EA	485.00	8245.00
59.	FIESTA PLAZA	911 N. UNIVERSITY	17.35	17	EA	1035.00	17,595.00
60.	MAEDGEN	1ST & BOSTON	4.51	17	EA	270.00	3510.00
61.	DETROIT AVE. STRIP	CLOVIS HWY. TO 2ND PLACE	1.7	17	EA	120.00	2040.00
62.	RCA (DEVELOPED)	15TH & INLER	3.12	17	EA	200.00	3400.00
63.	OLD ANIMAL SHELTER	401 N. ASH	2.7	17	EA	195.00	3315.00
GROUP 6 CLASS C APPROX. ACREAGE			104.70				
						GROUP 6 CLASS C TOTAL COST (ITEMS 44-63)	$ 110,780.00

GROUP 7
CLASS C PARKS AND PROPERTIES:

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE /MOWABLE ACREAGE	ANNUAL MAINT CYCLES APPROX	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
64.	HAMILTON	22ND & AVE X	6.05	17	EA	$ 390.00	6630.00
65.	CHATMAN HILL ENTRANCE	2301 ASHE AVE	0.25	17	EA	.01	.17
66.	LUSK	E. 25TH & OAK	8.7	17	EA	565.00	9605.00
67.	WASHINGTON	E. 22ND & CEDAR	3.5	17	EA	225.00	3825.00
68.	CARLISLE	27TH & AVE X	4.5	17	EA	295.00	5015.00
69.	CHATMAN	E. 29TH & JUNIPER	3.0	17	EA	195.00	3315.00
70.	BURNS	23RD AND AVE K	3.0	17	EA	195.00	3315.00
71.	BERRY	36TH & CEDAR	9.9	17	EA	600.00	10,200.00
72.	STRONG	81ST & AVE. U	8.7	17	EA	525.00	8925.00
73.	UNDERWOOD	74TH & CEDAR	9.0	17	EA	550.00	9350.00

BID FORM

GROUP 7
CLASS C PARKS AND PROPERTIES (CONT):

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE /MOWABLE ACREAGE	ANNUAL MAINT CYCLES APPROX	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
74.	CASEY	66TH & AVE W	9.4	17	EA	38.50	654.50
75.	NEW ANIMAL SHELTER (DEVELOPED)	3323 SE LOOP 289	2.82	17	EA	195.00	3315.00
GROUP 7 CLASS C APPROX. ACREAGE			68.82				
GROUP 7 CLASS C TOTALS (ITEMS 64-75)						$	70,040.17

GROUP 8
CLASS C PARKS AND PROPERTIES:

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE /MOWABLE ACREAGE	ANNUAL MAINT CYCLES APPROX	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
76.	QUINCY MEDIANS	82ND TO 98TH & 93RD & PONTIAC TO 98TH AND PONTIAC	6.15	17	EA	$ 460.00	7820.00
77.	REMINGTON	74TH & ALBANY	16.44	17	EA	985.00	16745.00
78.	69TH & SLIDE	69TH & SLIDE	2.24	17	EA	125.00	2125.00
79.	WAGNER	26TH & ELGIN	8.87	17	EA	540.00	9180.00
80.	HINOJOSA	7336 22ND	3.85	17	EA	250.00	4250.00
81.	DURAN	26TH & KEWANEE	8.42	17	EA	525.00	8925.00
82.	WHEELOCK	40TH & ELGIN	1.5	17	EA	125.00	2125.00
83.	RATLIFF	50TH & CHICAGO	6.0	17	EA	425.00	7225.00
84.	HOEL	84TH & CHICAGO	8.28	17	EA	498.00	8466.00
85.	NEUGEBAUER	83RD & GARDENER	3.29	17	EA	225.00	3825.00
86.	CROW	91ST & BELTON	5.87	17	EA	350.00	5950.00
87.	MILWAUKEE MEDIANS	MILWAUKEE & MARSHA SHARP FREEWAY TO SPUR 327	.22	17	EA	75.00	1275.00
GROUP 8 CLASS C APPROX. ACREAGE			71.13				
GROUP 8 CLASS C TOTAL COST (ITEMS 76-87) :						$	77,911.00

*PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed **Days After Receipt of Order (ARO) Total: $382,243.17

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

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

BID FORM

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

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

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES_____ NO _____

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

THIS BID IS SUBMITTED BY German Outdoor a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Firm: German Outdoor Inc

Address: 7212 N FM 179

City: Shallowater State: TX Zip 79363

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date _____
Addenda No. 2 Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

M/WBE Firm:		Woman		Black American		Native American
		Hispanic American		Asian Pacific America		Other (Specify)

By _____ Date: 1/19/21

Authorized Representative - must sign by hand

BID FORM

Officer Name and Title: J Brett Gormeen President
Please Print

Business Telephone Number 806-790-5171 FAX: _____

E-mail Address: bret@gormanoutdoor.com

FOR CITY USE ONLY

Bid Form Item Number(s) Awarded to Above Named Firm/Individual: _____

Date of Award by City Council *(for bids over $50,000)*: _____ Date P.O./Contract Issued: _____

RETURN COMPLETED & SIGNED BID FORM ALONG WITH CITY OF LUBBOCK SPECIFICATIONS. LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.

Regular City Council Meeting **6. 22.**

Meeting Date: 07/27/2021

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Contract 15779, with Green Plains Design, LLC, for parks turf maintenance.

Item Summary

Green Plains Design, LLC was awarded the contract for parks turf maintenance for Group 2, on March 9, 2021, in the amount of $53,950.

The previous contractor for Groups 3 and 4 of Contract 15666, failed to meet contract requirements, so their contract was terminated. Green Plains, LLC, was the next lowest bidder for Groups 3 and 4, so they have also been awarded the contract for those groups of parks, resulting in an amendment of $299,275 to their original Contract 15779. The contract with Green Plains, LLC will now total $353,225, and the groups of parks covered in this contract are shown in the attached Bid Form.

Fiscal Impact

The cost of this amendment to Contract 15779 with Green Plains Design, LLC is $299,275, and is funded in the Parks and Recreation Operating Budget.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Colby VanGundy, Director of Parks and Recreation.

Attachments

Resolution - Green Plains Design, LLC
Amendment 1 - Green Plains Design, LLC
Bid Form - Green Plains Design, LLC

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. 1 to Contract No. 15779 for parks turf maintenance, by and between the City of Lubbock and Green Plains Design, LLC and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Brooke Witcher
_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure
_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.Amend 1 Contract No. 15779 – Green Plains
07.01.21

AMENDMENT 1

TO AGREEMENT BETWEEN THE CITY OF LUBBOCK

AND

GREEN PLAINS DESIGN, LLC

THIS IS AN AMENDMENT TO THE CONTRACT 15779 dated and entered into the 9th day of March, 2021 by and between the City of Lubbock ("City") and Green Plains Design, LLC (Contractor) of Lubbock, Texas.

The Contractor entered into the contract with the City to provide Parks Turf Maintenance per ITB 21-15666-KM.

Amendment No. 1 increases the original, contract from $53,950, with an additional $299,275.00 dollars with expiration date of the contract remaining as originally stated.

This amendment adds Groups 3 and 4. The new contract amount will be $353,225. Bid form is attached.

All other portions of the original contract terms and conditions shall remain in place and are not altered by this amendment.

IN WITNESS HEREOF, the parties have executed this Amendment as of this___ day of _____, 2021.

CITY OF LUBBOCK

_____
Daniel M. Pope, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Colby VanGundy, Director of Parks and Recreation

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

CONTRACTOR

BY _____
Authorized Representative

Print Name: James Brakebill

9402 B FM 1585
Address

Wolfforth, Tx 79382
City, State, Zip Code

INDEX 9
BID FORM
City of Lubbock, TX
Purchasing and Contract Management
Parks Turf Maintenance
ITB No. 21-15666-KM

ORIGINAL

In compliance with the **Invitation to Bid 21-15666-KM**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid **21-15666-KM** is by reference incorporated in this contract. The Bid Form **must be completed** in blue or black **ink** or by typewriter.

GROUP 1
CLASS A PARKS AND PROPERTIES:

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE /MOWABLE ACREAGE	ANNUAL MAINT CYCLES APPROX	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
1.	GATEWAY PLAZA	BROADWAY & AVE Q (NE CORNER)	1.2	29	EA	$ 150	4,350
2.	BUDDY HOLLY PLAZA	19TH & CRICKETS AVE	1.17	29	EA	150	4,350
3.	PATTERSON LIBRARY	1836 PARKWAY DR.	5.0	29	EA	325	9,425
4.	BROADWAY MEDIANS	BROADWAY & Q AND BROADWAY & MLK	0.25	29	EA	150	4,350
5.	MACKENZIE PARK AMPHITHETER	423 EAST BROADWAY	5.33	29	EA	325	9,425

GROUP 1
CLASS B PARKS AND PROPERTIES:

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE /MOWABLE ACREAGE	ANNUAL MAINT CYCLES APPROX	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
6.	MACKENZIE N. CONNIE MACK AND FIELD #5 (INCLUDING IN BETWEEN FIELDS)	MUNICIPAL DR & PARK RD 18	10.12	25	EA	450	11,250
7.	MACKENZIE N. CRICKET FIELD AND S. KICKBALL FIELD(INCLUDING IN BETWEEN FIELDS)	MUNICIPAL DR & PARK RD 18	10.6	25	EA	450	11,250
8.	MACKENZIE N. SOFTBALL FIELDS # 6 & 7 (INCLUDING IN BETWEEN FIELDS)	MUNICIPAL DR & PARK RD 18	10.55	25	EA	450	11,250

INDEX 9
BID FORM

GROUP 1
CLASS B PARKS AND PROPERTIES (CONT):

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE /MOWABLE ACREAGE	ANNUAL MAINT CYCLES APPROX	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
9.	ATZLAN	1ST & AVE. K	25	25	EA	850	21,250
10.	AVE X TRIANGLE	16TH & AVE X	0.4	25	EA	150	3,750
11.	CIVIC CENTER/ MAHON LIBRARY & MUNICIPAL SQ. PARKING LOT	9TH & AVE P	32.11	25	EA	950	23,750
12.	CIVIC CENTER/ SOUTH PARKING LOT	9TH & AVE K	1.93	25	EA	200	5,000
13.	CIVIC CENTER/ 9TH ST. AND AVE. K TRIANGLE AND EAST PARKING LOT	9TH & AVE K	1.72	25	EA	200	5,000
GROUP 1 CLASS A & B APPROX. ACREAGE			105.45				
						GROUP 1: CLASS A & B TOTAL COST (ITEMS 1-13)	$ 124,400.00

GROUP 2
CLASS A PARKS AND PROPERTIES:

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE /MOWABLE ACREAGE	ANNUAL MAINT CYCLES APPROX	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
14.	UNIVERSITY MEDIANS	UNIVERSITY (GOODACRE TO 17TH)	.52	29	EA	$ 150	4,350
15.	SLIDE RD MEDIANS	SLIDE RD. (4TH TO NORTH - LOOP 289)	3.75	29	EA	300	8,700
16.	GROVES LIBRARY	5520 19TH	2.08	29	EA	225	6,525

GROUP 2
CLASS B PARKS AND PROPERTIES:

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE /MOWABLE ACREAGE	ANNUAL MAINT CYCLES APPROX	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
17.	HODGES	MARSHALL & UNIVERSITY	13.1	25	EA	450	11,250
18.	RODGERS (INCLUDING ROTARY BAGGING OF SWIMMING POOL)	3200 BATES	11.35	25	EA	475	11,875
19.	NORTHWEST LITTLE LEAGUE	903 NORTH UNIVERSITY AVENUE	9.04	25	EA	450	11,250
GROUP 2 CLASS A & B APPROX. ACREAGE			39.84				
						GROUP 2: CLASS A & B TOTAL COST (ITEMS 14-19)	$ 53,950.00

INDEX 9
BID FORM

GROUP 3
CLASS A PARKS AND PROPERTIES:

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE /MOWABLE ACREAGE	ANNUAL MAINT CYCLES APPROX	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
20.	MLK AVENUE MEDIANS	MLK, 1900-2400 BLOCK	0.72	29	EA	$ 150	4,350
21.	INDIANA MEDIANS	INDIANA, (19TH–34TH)	1.81	29	EA	200	5,800
22.	UNIVERSITY MEDIANS	UNIVERSITY (20TH TO 34TH)	3.26	29	EA	275	7,975
23.	UNIVERSITY MEDIANS	UNIVERSITY (34TH TO 49TH)	0.76	29	EA	150	4,350
24.	UNIVERSITY CORNER	19TH & UNIVERSITY	0.72	29	EA	150	4,350
25.	98th STREET MEDIANS	SOUTH SIDE OF ROAD FROM ALBANY TO DOVER ST. & GENOA TO IOLA AVE	4.15	29	EA	300	8,700

GROUP 3
CLASS B PARKS AND PROPERTIES:

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE /MOWABLE ACREAGE	ANNUAL MAINT CYCLES APPROX	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
26.	LEGACY PLAY VILLAGE	MARSHA SHARP FREEWAY & MILWAUKEE AVE.	1.0	25	EA	150	3,750
27.	MCALLISTER BASEBALL FIELDS	56TH & FRANKFORD	5.44	25	EA	325	8,125
28.	CAVAZOS BASEBALL FIELDS	MARSHA SHARP FREEWAY & SPUR 327	12.43	25	EA	475	11,875
29.	TECH TERRACE	23RD & FLINT	18.0	25	EA	550	13,750
30.	TENNIS CENTER	66TH & GARY	11.96	25	EA	475	11,875
31.	DAVIS	40TH & NASHVILLE	8.2	25	EA	450	11,250
32.	MAXEY (INCLUDING ROTARY BAGGING OF SWIMMING POOL)	30TH & NASHVILLE	47.68	25	EA	1,100	27,500
33.	YOUTH SPORTS COMPLEX (DEVELOPED)	6204 125TH	58.1	25	EA	1,250	31,250
GROUP 3 CLASS A & B APPROX. ACREAGE			174.23				
GROUP 3: CLASS A & B TOTAL COST (ITEMS 20-33)						$	154,900.00

INDEX 9
BID FORM

GROUP 4
CLASS B PARKS AND PROPERTIES:

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE /MOWABLE ACREAGE	ANNUAL MAINT CYCLES APPROX	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
34.	CLAPP (INCLUDING ROTARY BAGGING OF SWIMMING POOL)	46TH & AVE. U	90.31	25	EA	$1,700	42,500
35.	TRINITY BASEBALL	40TH & UNIVERSITY	2.65	25	EA	225	5,625
36.	STUBBS & SOFTBALL FIELDS	36TH & AVE N	8.0	25	EA	425	10,625
37.	HOOD & SOFTBALL FIELDS	23RD & AVE Q	9.45	25	EA	450	11,250
38.	LEWIS & LITTLE LEAGUE FIELDS	54TH & AVE J	8.4	25	EA	425	10,625
39.	McCRUMMEN	19TH & AVE T	2.60	25	EA	225	5,625
40.	MLK LITTLE LEAGUE COMPLEX	E 19TH & ASPEN AVE	7.5	25	EA	400	10,000
41.	RAWLINGS	40TH & AVE B	1.9	25	EA	200	5,000
42.	RIBBLE	62ND & TEMPLE	15.18	25	EA	475	11,875
43.	SIMMONS (INCLUDING SWIMMING POOL)	E. 23RD & OAK	54	25	EA	1,250	31,250
GROUP 4 CLASS B APPROX. ACREAGE			199.99				
						GROUP 4 CLASS B TOTAL COST (ITEMS 34-43)	$ 144,375.00

GROUP 6
CLASS C PARKS AND PROPERTIES:

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE /MOWABLE ACREAGE	ANNUAL MAINT CYCLES APPROX	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
44.	CARTER	N. GLOBE & N. LOOP 289	3.7	17	EA	$ 275	4,625
45.	SIMS	MARLBORO & KING	5.4	17	EA	350	5,950
46.	REAGAN	COLGATE ST. & OLIVE AVE.	4.48	17	EA	325	5,525
47.	HOLLINS	1ST & VERNON	4.3	17	EA	325	5,525
48.	DAVIES	N. AVE N & CLEMSON	6.0	17	EA	375	6,375
49.	SEDBERRY	E. 10TH & GUAVA	5.0	17	EA	350	5,950
50.	BUTLER	E. 4TH & ZENITH	6.0	17	EA	375	6,375
51.	OVERTON	14TH & AVE U	2.0	17	EA	175	2,975
52.	ROY FURR PIONEER	6TH & AVE T	4.2	17	EA	325	5,525
53.	CARLISLE CEMETERY	7308 19TH	1.1	17	EA	150	2,550

INDEX 9
BID FORM

GROUP 6
CLASS C PARKS AND PROPERTIES (CONT):

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE /MOWABLE ACREAGE	ANNUAL MAINT CYCLES APPROX	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
54.	SMITH	15TH & CHICAGO	4.3	17	EA	325	5,525
55.	LOPEZ	AUBURN & CHICAGO	8.53	17	EA	450	7,650
56.	COOKE	18TH & KIRBY	7.25	17	EA	450	7,650
57.	WHISPERWOOD	4TH & WHISPER WOOD	5.0	17	EA	350	5,950
58.	BUDDY HOLLY REC AREA	N. UNIVERSITY & CANYON LAKE RD.	8.06	17	EA	450	7,650
59.	FIESTA PLAZA	911 N. UNIVERSITY	17.35	17	EA	575	9,775
60.	MAEDGEN	1ST & BOSTON	4.51	17	EA	325	5,525
61.	DETROIT AVE. STRIP	CLOVIS HWY. TO 2ND PLACE	1.7	17	EA	150	2,550
62.	RCA (DEVELOPED)	15TH & INLER	3.12	17	EA	275	4,675
63.	OLD ANIMAL SHELTER	401 N. ASH	2.7	17	EA	250	4,250
GROUP 6 CLASS C APPROX. ACREAGE			104.70				
						GROUP 6 CLASS C TOTAL COST (ITEMS 44-63)	$ 112,625.00

GROUP 7
CLASS C PARKS AND PROPERTIES:

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE /MOWABLE ACREAGE	ANNUAL MAINT CYCLES APPROX	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
64.	HAMILTON	22ND & AVE X	6.05	17	EA	$ 575	9,775
65.	CHATMAN HILL ENTRANCE	2301 ASHE AVE	0.25	17	EA	250	4,250
66.	LUSK	E. 25TH & OAK	8.7	17	EA	650	11,050
67.	WASHINGTON	E. 22ND & CEDAR	3.5	17	EA	375	6,375
68.	CARLISLE	27TH & AVE X	4.5	17	EA	450	7,650
69.	CHATMAN	E. 29TH & JUNIPER	3.0	17	EA	350	5,950
70.	BURNS	23RD AND AVE K	3.0	17	EA	350	5,950
71.	BERRY	36TH & CEDAR	9.9	17	EA	675	11,475
72.	STRONG	81ST & AVE. U	8.7	17	EA	650	11,050
73.	UNDERWOOD	74TH & CEDAR	9.0	17	EA	650	11,050

INDEX 9
BID FORM

GROUP 7
CLASS C PARKS AND PROPERTIES (CONT):

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE /MOWABLE ACREAGE	ANNUAL MAINT CYCLES APPROX	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
74.	CASEY	66TH & AVE W	9.4	17	EA	650	11,050
75.	NEW ANIMAL SHELTER (DEVELOPED)	3323 SE LOOP 289	2.82	17	EA	350	5,950
GROUP 7 CLASS C APPROX. ACREAGE			68.82				
						GROUP 7 CLASS C TOTALS (ITEMS 64-75)	$ 101,575.00

GROUP 8
CLASS C PARKS AND PROPERTIES:

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE /MOWABLE ACREAGE	ANNUAL MAINT CYCLES APPROX	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
76.	QUINCY MEDIANS	82ND TO 98TH & 93RD & PONTIAC TO 98TH AND PONTIAC	6.15	17	EA	$ 575	9,775
77.	REMINGTON	74TH & ALBANY	16.44	17	EA	725	12,325
78.	69TH & SLIDE	69TH & SLIDE	2.24	17	EA	350	5,950
79.	WAGNER	26TH & ELGIN	8.87	17	EA	625	10,625
80.	HINOJOSA	7336 22ND	3.85	17	EA	375	6,375
81.	DURAN	26TH & KEWANEE	8.42	17	EA	625	10,625
82.	WHEELOCK	40TH & ELGIN	1.5	17	EA	175	2,975
83.	RATLIFF	50TH & CHICAGO	6.0	17	EA	575	9,775
84.	HOEL	84TH & CHICAGO	8.28	17	EA	625	10,625
85.	NEUGEBAUER	83RD & GARDENER	3.29	17	EA	375	6,375
86.	CROW	91ST & BELTON	5.87	17	EA	575	9,775
87.	MILWAUKEE MEDIANS	MILWAUKEE & MARSHA SHARP FREEWAY TO SPUR 327	.22	17	EA	150	2,550
GROUP 8 CLASS C APPROX. ACREAGE			71.13				
						GROUP 8 CLASS C TOTAL COST (ITEMS 76-87) :	$ 97,750.00

***PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed** ******Days After Receipt of Order (ARO) **Total: $353,225**

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

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

INDEX 9
BID FORM

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

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

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES__X__ NO _____

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

THIS BID IS SUBMITTED BY Green Plains Design, LLC a corporation organized under the laws of the State of Texas, or a partnership consisting of_____or individual trading as_____of the City of _____

Firm: Green Plains Design, LLC

Address: 9402 FM 1585

City: Wolfforth State: Tx Zip 79382

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 01/05/2021
Addenda No. 2 Date 01/08/2021
Addenda No._____Date_____
Addenda No._____Date_____

M/WBE Firm:		Woman		Black American		Native American
		Hispanic American		Asian Pacific America		Other (Specify)

By James Barker Date: 01/19/21
Authorized Representative - must sign by hand

INDEX 9
BID FORM

Officer Name and Title: James Brakebill Maintenance Manager
Please Print

Business Telephone Number 806-503-3800 FAX: 806-883-2073

E-mail Address: jbrakebill@greenplainsdesign.com

FOR CITY USE ONLY

Bid Form Item Number(s) Awarded to Above Named Firm/Individual:_____

Date of Award by City Council *(for bids over $50,000)*:_____ Date P.O./Contract Issued:_____

RETURN COMPLETED & SIGNED BID FORM ALONG WITH CITY OF LUBBOCK SPECIFICATIONS. LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.

Regular City Council Meeting **6. 23.**

Meeting Date: 07/27/2021

Information

Agenda Item

Resolution - GIS and Data Services: Consider a resolution authorizing the Mayor to execute a Consultant Contract between the City of Lubbock and the Lubbock Metropolitan Planning Organization (LMPO), to provide Geographic Information System services to LMPO, for FY 2021-22.

Item Summary

This contract is an agreement between the City of Lubbock and LMPO to provide Geographic Information System (GIS) services to LMPO.

The purpose of the project is to enhance the ongoing update of the City of Lubbock Land Use Data Files, in order to provide more accurate data input to the Texas Department of Transportation (TxDOT) Travel Demand Model, for forecasting future travel volumes within the Transportation Analysis Zones (TAZ). This project will result in spatial and tabular datasets, including geographic and demographic information for areas inside the Metropolitan Area Boundary (MAB) and the Transportation Analysis Zones (TAZ).

The term of the agreement is from October 1, 2021, through September 30, 2022. The maximum revenue received by the City under this contract is not to exceed $53,700.

Fiscal Impact

Revenue to the GIS and Data Services Department for services provided to LMPO, will not exceed $53,700.

Staff/Board Recommending

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

Attachments

Resolution
Consultant Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Consultant Contract between the City of Lubbock and the Lubbock Metropolitan Planning Organization (LMPO) to provide Geographic Information System (GIS) services to the LMPO for fiscal year 2021-2022. Said Contract is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council this _____ day of _____ 2021.

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

RES.MPO-GIS-FY-2021-2022
6.10.21

LUBBOCK METROPOLITAN PLANNING ORGANIZATION
CONSULTANT CONTRACT – GIS SERVICES

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

This contract is made, entered and executed between the Lubbock Metropolitan Planning Organization, which is the designated Metropolitan Planning Organization (MPO) of the Lubbock urbanized area & hereinafter called the MPO, and City of Lubbock, hereinafter called the Consultant.

W I T N E S S E T H

WHEREAS, pursuant to provisions of 23 USC 134, the Governor of the State of Texas has designated the MPO to be the single-focus planning organization for the Lubbock urbanized area(s) and has executed an agreement to effectuate the designation; and,

WHEREAS, pursuant to the Governor's designation and in compliance with applicable federal, state, and local laws, regulations, and ordinances, the MPO has developed and maintains a current Unified Planning Work Program which outlines work tasks and estimated expenditures; and,

WHEREAS, the current Unified Planning Work Program has been approved by the State of Texas, acting by and through the State Department of Highways and Public Transportation, and the U.S. Department of Transportation, acting by and through the Federal Highway Administration; and,

WHEREAS, the current Unified Planning Work Program authorizes the MPO to engage a consultant to perform the services described in **Subtask 2.1** of the **2021-2022 Unified Planning Work Program**, and the Consultant has proposed a plan to complete the task, and the MPO has accepted the proposal;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the MPO and the Consultant do mutually agree as follows:

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

AGREEMENT

Article 1. Contract Period

This contract becomes effective when fully executed by all parties hereto or on **October 1, 2021**, whichever occurs later, and shall terminate upon the MPO's final approval of work completed by the Consultant or on **September 30, 2022**, whichever occurs earlier, unless otherwise terminated or modified as hereinafter provided.

Article 2. Responsibilities of the Parties

The Consultant shall undertake and complete the task(s) as described in **Exhibit A, Scope of Services**, and in accordance with all terms and conditions included hereinafter. The MPO shall provide assistance as appropriate and as specified in said **Exhibit A**, including approval of all work.

Article 3. Compensation

The maximum amount payable under this contract shall not exceed the amount of **Fifty-three Thousand Seven Hundred and NO/100 Dollars ($53,700.00)**. The MPO may make partial proportionate payments of the fixed fee based on the amount of work completed by the Consultant. All payments made hereunder will be made on the basis of reimbursement of actual costs incurred, not to exceed the limits authorized in Article 3, Compensation. To be eligible for reimbursement, a cost must be incurred within the contract period specified in Article 1 above and be authorized or not prohibited in **Exhibit A**. All costs must be supported by source documents which comply with generally accepted accounting practices. Payment of costs incurred is further governed by cost principles outlined in the Federal Acquisition Regulation, Part 31, Subpart 31.2, Contracts with Commercial Organizations.

Article 3.1 Consideration

The consideration to be paid for the Services to be provided to the MPO as described in **Exhibit A** shall be on a per-task-completed basis. This amount shall be invoiced to the MPO monthly as work is performed, or as otherwise agreed to in writing by the MPO and Consultant.

Article 3.2 Basis for Compensation

It is understood by the MPO that in some cases the tasks listed in **Exhibit A** are a continuing process and that the completion of each task is ongoing. The Consultant may charge the MPO on a recurring basis throughout the year provided that the MPO is furnished by the 15th day of each month a detailed description of the task completed including at a minimum:

(1) The number of man-hours used to perform the task;

(2) Cost per man-hours;

(3) Any other cost associated with producing the task;

(4) An explanation of how the work produced relates to Consultant's scope of work within the MPO Metropolitan Area Boundary;

(5) Completed timesheets of the individuals working on each task that are used to seek reimbursement; and

(6) Total amount of reimbursement sought for the tasks.

Article 3.3 Funding

The parties hereto agree that funds from which payments if any, under this Agreement shall be made originate from federal and state grant funds, and are subject to and contingent upon continued funding. In the event said funding is discontinued, the MPO shall provide Consultant with seven (7) days notice thereof, and Consultant shall immediately discontinue all activities in progress pursuant to this Agreement.

Article 4. Contract Amendments

Significant changes in the terms and conditions of this contract can be made only by written amendment executed by the parties hereto prior to the changes being made.

Article 5. Additional Work

If the Consultant is of the opinion that any work it has been directed to perform is beyond the scope of this contract and constitutes additional work, the Consultant shall promptly notify the MPO in writing. In the event that the MPO finds that such work does constitute additional work, the MPO shall so advise the Consultant and provide compensation for doing the work on the same basis as the original work *or* the MPO shall advise the Consultant not to perform the work. If the compensation for the additional work will cause the maximum amount payable to be exceeded, a written amendment will be executed. Any amendment so executed must be approved within the contract period specified in Article 1.

Article 6. Changes in Work

When the approved project description requires a completed work product, the MPO will review the work as specified in the approved project description. If the MPO finds it necessary to request changes in previously satisfactorily completed work or parts thereof, the Consultant will make such revisions as requested and directed by the MPO. Such work will be considered as additional work and subject to the requirements established in Article 5. If the MPO finds it necessary to require the Consultant to revise completed work to correct errors appearing therein, the Consultant will make such corrections, and no compensation will be paid for the corrections.

Article 7. Omitted

Article 8. Inspection of Work

The MPO, the State of Texas, and the U.S. Department of Transportation, and any authorized representative thereof, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises on which it is being performed. If any inspection or evaluation is made on the premises of a subcontractor, the Consultant shall provide and require his subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

Article 9. Disputes

The parties hereto shall act in good faith to resolve any and all disputes that may arise in connection with this agreement. Consultant shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered into in support of contract work.

Article 10. Noncollusion

The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for him/her, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this contract. Consultant shall also certify that he/she has not lobbied any federal officer or employee for awarding this contract pursuant to the certification at **Appendix B**.

Article 11. Reporting

The Consultant shall submit quarterly performance reports that provide as a minimum:

(1) A comparison of actual accomplishments to the goals established for the period;

(2) Reasons why established goals were not met, if appropriate; and

(3) Other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

The Consultant shall submit a final report within 90 days after completion of the contract.
The Consultant shall promptly advise the MPO in writing of events which have a significant impact upon the contract, including:

(1) Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be

accompanied by a statement of the action taken, or contemplated, and any assistance needed to resolve the situation; and

(2) Favorable developments or events that enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

Article 12. Records

The Consultant agrees to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and work performed hereunder and shall make such materials available at its office during the contract period and for three years from the date of final payment under the contract. Such materials shall be made available during the specified period for inspection by the authorized representatives of the MPO, the State of Texas, the U.S. Department of Transportation and the Office of the Inspector General, for the purpose of making audits, examinations, excerpts, and transcriptions.

Article 13. Subcontracts

Any subcontract for professional services rendered by individuals or organizations not a part of the Consultant's organization shall not be executed without prior authorization and approval of the subcontract by the MPO. Subcontracts in excess of $25,000 shall contain all required provisions of this contract.

Article 14. Termination

Either party to this Agreement may terminate this contract in part or in whole at any time before the date of completion whenever it is determined that the other party has failed to comply with the conditions of the contract. The terminating party shall give written notice to the other party at least seven days prior to the effective date of termination and specify the effective date of termination and the reason for termination.

If both parties to this contract agree that the continuation of the contract in whole or in part would not produce beneficial results commensurate with the further expenditure of funds, the parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.

Upon termination of this contract, whether for cause or at the convenience of the parties hereto, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc., prepared by the Consultant shall, at the option of the MPO, be delivered to the MPO with no restriction on future use.

The MPO shall compensate the Consultant for those eligible expenses incurred during the contract period which are directly attributable to the completed portion of the work covered by this contract, provided that the work has been completed in a manner satisfactory and acceptable to the MPO. The Consultant shall not incur new obligations for the terminated portion after the effective date of termination.

Article 15. Remedies

Violation or breach of contract terms by the Consultant shall be grounds for termination of the contract. This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

Article 16. Compliance With Laws

The Consultant shall comply with all Federal, State, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this contract, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Consultant shall furnish the MPO with satisfactory proof of its compliance therewith.

Article 17. Successors and Assigns

The MPO and the Consultant each binds itself, its successors, executors, assigns and administrators to the other party to this agreement and to the successors, executors, assigns and administrators of such other party in respect to all covenants of this agreement. Neither the MPO nor the Consultant shall assign, sublet, or transfer his interest in this agreement without written consent of the other.

Article 18. Ownership of Documents

Upon completion or termination of this contract, all documents prepared by the consultant or furnished to the consultant by the MPO shall be delivered to and become the property of the MPO. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the MPO without restriction or limitation of further use.

Article 19. Signatory Warranty

The undersigned signatory for the Consultant hereby represents and warrants that signatory is an officer of the organization for which signatory has executed this contract and that signatory has full and complete authority to enter into this contract on behalf of the firm.

Article 20. Consultant Resources

The Consultant warrants that it presently has adequate qualified personnel in its employment for performance of services required under this contract. Unless otherwise specified, the Consultant shall furnish all equipment, materials, and supplies required to perform the work authorized herein. All employees of the Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them.

Article 21. Equal Employment Opportunity

The Consultant agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR 60).

Article 22. Nondiscrimination

During the performance of this contract, the Consultant, its assigns and successors in interest, agrees as follows:

(1) *Compliance with Regulations:* The Consultant shall comply with the following regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

A. Title VI of the Civil Rights Act of 1964, as amended (42 U.S. C. 2000d-1) and 49 CFR part 21;

B. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;

C. Section 110(b) of the SAFETEA-LU (Pub. L. 109-59) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;

D. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;

E. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;

F. the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;

G. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and

H. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

(2) *Nondiscrimination:* The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations,

including employment practices when the contract covers a program set forth in **Appendix B** of the Regulations.

(3) *Solicitations for Subcontracts, Including Procurements of Materials and Equipment:* In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

(4) *Information and Reports:* The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Highways and Public Transportation or the U.S. Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State Department of Highways and Public Transportation or the U.S. Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) *Sanctions for Noncompliance: In* the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the State Department of Highways and Public Transportation shall impose such contract sanctions as it or the U.S. Department of Transportation may determine to be appropriate, including but not limited to:

A. withholding of payments to the Consultant under the contract until the Consultant complies, and/or

B. cancellation, termination, or suspension of the contract in whole or in part.

(6) *Incorporation of Provisions:* The Consultant shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the MPO may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the MPO to enter into such litigation to protect the interests of the MPO; in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Article 23. Minority Business Enterprises

It is the policy of the U.S. Department of Transportation that Minority Business Enterprises as defined in 49 CFR 23, Subpart A, shall have the maximum opportunity to participate in the

performance of contracts financed in whole or in part with Federal funds. Consequently the Minority Business Enterprise requirements of 49 CFR 23, exclusive of Subpart D, apply to this contract as follows:

(1) The Consultant agrees to insure that Minority Business Enterprises as defined in 49 CFR 23, Subpart A, have the maximum opportunity in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR 23, exclusive of Subpart D, to insure that Minority Business Enterprises have the maximum opportunity to compete for and perform contracts; and

(2) The Consultant and any subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts funded in whole or in part with Federal funds.

These requirements shall be physically included in any subcontract. Failure to carry out the requirements set forth above shall constitute a breach of contract and, after the notification of the MPO, may result in termination of the contract by the MPO or other such remedy as the MPO deems appropriate.

Article 24. Delinquent Tax Certification

Pursuant to Article 2.45 of the Business Corporation Act, Texas Civil Statutes, which prohibits the State from awarding a contract to a corporation that is delinquent in paying taxes under Chapter 171, Tax Code, the Consultant hereby certifies that it is not delinquent in its Texas franchise tax payments, or that it is exempt from or not subject to such tax. A false statement concerning the corporation's franchise tax status shall constitute grounds for cancellation of the contract at the sole option of the State.

Article 25. Debarment/Suspension

The MPO is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. The MPO shall require any party to a subcontract or purchase order awarded under this contract as specified in Title 49 of the Code of Federal Regulations, Part 29 (Debarment and Suspension) to certify its eligibility to receive federal funds by executing the Debarment Certification at **Appendix A.**

Article 26. Clean Air Act: Air Pollution Prevention & Control

All State and local transportation officials will take in a 3-C planning process in nonattainment areas to determine which planning elements will be developed, adopted, and implemented to maintain or improve the air quality for said area. In non-attainment areas that include more than one state, the affected states may jointly undertake and implement air quality planning procedures. Activities not conforming to approved plans will be given to those projects or programs that achieve and maintain national primary ambient air quality standards. (49 USC, Ch. 85, Sec's 7408,

7410, 7504, 7505a, 7511, 7506(c) and (d) and 7604; 49 USC, Ch. 53, 23 USC, Sec. 134). The consultant will maintain all applicable national primary ambient air quality standards during the discharge of all work tasks as set out in this contract.

Article 27. Buy America/Cargo Preference

To the extent the requirements might apply, the Consultant agrees that he/she will comply with applicable Buy America requirements set forth in Section 401 of the Surface Transportation Assistance Act of 1978 (P.L. 95-599) and the Federal Transit Administration's Buy America regulations in 49 CFR 660 through its contract with the MPO. The Consultant also agrees to comply with the Cargo Preference Requirements Act set forth in 46 U.S.C. 1241 and Maritime Administration regulations set forth in 46 CFR 381 through its contract with the MPO.

Article 28. Independent Contractor

It is understood and agreed that Consultant is to perform the Services in a sound and professional manner and exercising the degree of care, skill, and diligence in the performance of the Services as is exercised by a professional under similar circumstances and Consultant hereby warrants to the MPO that the Services shall be so performed. Further, Consultant is and shall be considered at all times an independent contractor under this Agreement and/or in its service, hereunder. During the performance of the Services under this Agreement, Consultant and Consultant's employees will not be considered, for any purpose, employees or agents of the MPO within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury, or taxes of any kind.

Article 29. Credit and Disclaimer Statement

Pursuant to requirements of 23 USC Section 104(f), Consultant shall include the following Credit and Disclaimer statement verbatim in all reports produced for this contract:

> *The preparation of this report has been financed in part through grant(s) from the Federal Highway Administration and Federal Transit Administration, under the Metropolitan Planning Program, Section 104(f) of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.*

Article 30. Miscellaneous

Any notice required by this Agreement shall be deemed to be properly served, if:

(1) provided in person or by telephonic facsimile; or

(2) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

Notice shall be deemed to be received when delivered if provided in person or by telephonic facsimile or, if deposited in the United States mail, as set forth above, three (3) days after depositing such notice in the United States mail, as set forth above.

Notice shall be given to:

For MPO:	*For Consultant:*
H. David Jones, Transportation Planning Director Lubbock Metropolitan Planning Organization 916 Main Street, Suite 531 Lubbock, Texas 79401 Facsimile: (806) 775-1675	City Secretary City of Lubbock P.O. Box 2000 Lubbock, Texas 79457 Facsimile: (806) 775-3983
w/ copy to:	w/ copy to:
Matthew L. Wade Underwood Law Firm P.O. Box 16197 Lubbock, Texas 79490 Facsimile: (806) 793-1723	James Brown Director, Information Technology City of Lubbock P.O. Box 2000 Lubbock, Texas 79457 Facsimile: (806) 775—1675

Article 31. VENUE

THIS AGREEMENT IS TO BE CONSTRUED UNDER TEXAS LAW WITHOUT REGARD TO CONFLICT OF LAW RULES THAT WOULD DIRECT APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. THE OBLIGATIONS OF THE PARTIES CREATED BY THIS AGREEMENT ARE PERFORMABLE, AT LEAST IN PART, IN LUBBOCK COUNTY, TEXAS. VENUE FOR ANY ACTION BROUGHT PURSUANT TO THIS AGREEMENT, OR ACTIVITY CONTEMPLATED HEREBY, SHALL EXCLUSIVELY BE IN LUBBOCK COUNTY, TEXAS.

Article 32. Entire Agreement

This Agreement represents the entire and sole agreement between the MPO and Consultant with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings, representations or other agreements, whether written or oral. This Agreement may not be modified or amended except in writing and duly executed by each party hereto.

Article 33. No Joint Venture

Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between Consultant and the MPO.

Article 34. Savings Provision

If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it valid and enforceable so long as said modification is reasonably within the intent of the parties as originally expressed. In the event such provision may not be so modified, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect as if such provision had not been included in this Agreement.

Article 35. No Third Party Beneficiaries

Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than MPO and Consultant.

Article 36. Authority

Consultant represents and warrants to MPO that it has taken all actions necessary to authorize the party executing this Agreement to bind, in all respects, Consultant to all terms and provisions of this Agreement and that such person possesses authority to execute this Agreement and bind Consultant hereto.

Article 37. Non-Arbitration *(Required by the City of Lubbock)*

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

Article 38. Compliance with Chapter 2270, Subtitle F, Title 10, Texas Government Code

The Parties warrants that they are in compliance with Chapter 2270, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) Parties do not boycott Israel; and (2) Parties will not boycott Israel during the term of the contract.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives this _____ day of _____, 2021.

MPO

Curtis Parrish, Chair
Transportation Policy Committee

ATTEST:

Tammy Walker, MPO Secretary

AS TO CONTENT:

H. David Jones
Transportation Planning Director

CONSULTANT

Daniel M. Pope
Mayor, City of Lubbock

ATTEST:

Becky Garza, City Secretary

AS TO CONTENT:

Brooke Witcher
Assistant City Manager

AS TO FORM:

Ryan Brooke
Assistant City Attorney

EXHIBIT A
Scope of Services

Geographic Information Systems (GIS)

The following items shall be included in the scope of services to be rendered by Consultant pursuant to this Agreement, hereinafter referred to as "Project". It is understood and agreed that unless this Agreement is extended by Parties, mutually and in writing, no activity or compensation therefore shall be made after **September 30, 2022**, and that the Project shall be completed in full before said date except as otherwise provided for in this Scope of Services.

The stated purpose of this project is to enhance the ongoing update of the City of Lubbock Land Use Data Files in order to be able to provide more accurate data input to the Texas Department of Transportation's (TxDOT's) Travel Demand Model for forecasting future traffic volumes within the Transportation Analysis Zones (TAZ).

This project will result in spatial and tabular datasets, including geographic and demographic information for areas inside the Metropolitan Area Boundary (MAB) and the Transportation Analysis Zones (TAZ). Products include:

(1) Spatial and tabular data, including political and census boundaries, TAZ and Serial Zone and other special areas as needed;

(2) Geocoded street centerline information for areas within the Transportation Analysis Zones (TAZ). The centerline segments will be maintained by 100 blocks to facilitate traffic modeling;

(3) Flood plain data within the approved TAZ to the extent that such data is available from FEMA and other sources;

(4) Demographic data, as it becomes available from the Census Bureau and other sources;

(5) Bus routes and stops, bus shelters, major traffic generators and other transit improvements to facilitate Title VI compliancy when requested by the MPO and with the cooperation of Citibus;

(6) Detailed parcel mapping and database information processed from Lubbock Central Appraisal records, plats, building permits, and other sources for the area within the Lubbock city limits. Services include daily database maintenance and record maintenance to ensure accurate and comprehensive data in the City's land use database; and

(7) More general land use information may be collected for areas outside the city limits but within the Metropolitan Area Boundary (MAB) and Transportation Analysis Zones (TAZs) from available sources as needed.

City will manage the Travel Demand Update data by Traffic Analysis Zones and will be able to produce studies including but not limited to:

(1) Revising statistical data by TAZ from multiple sources, including identifying special generators;

(2) Reviewing the demographic chapter of the Lubbock Metropolitan Plan;

(3) Providing demographic information as requested by the LMPO;

(4) Maintaining current geographic and political boundaries, including TAZ, for the Census Bureau; and

(5) Other activities as requested by the MPO.

(6) City will also assist the MPO in updating the Travel Demand Model through GIS assistance, including map production. City will also assist in map production for Title VI and Environmental Justice requirements.

(7) City will also provide information about buildings, structures and sites for Section 106 review of projects in the MPO area, using the existing resources of the City of Lubbock Historic Site Survey and the Lubbock County Historical Survey (2008-2010). This does not, however, obligate the City to undertake additional historical research for MPO projects nor to act as a cultural resources consultant on projects in the MPO area.

(8) City will include the LMPO on its enterprise license agreement with Esri, and make available all software and extensions that are included within that agreement to the LMPO.

(9) At the conclusion of this Scope of Services, City will be able to produce a land use analysis, demographic characteristic analysis, and limited environmental analysis for areas within the Metropolitan Area Boundary (MAB) and the Transportation Analysis Zones (TAZ). The information available to the MPO may be collected from other sources and agencies (including Lubbock Central Appraisal District and Lubbock Emergency Communication District) in addition to being created by the GIS and Data Services Department.

All subtasks set out in this Scope of Services shall be complete on or before **September 30, 2022** unless extended by the Technical Advisory Committee and approved in the following year's Unified Planning Work Program. This task and all associated sub-tasks are annual ongoing elements.

Construction and/or performance progress shall be reported monthly to the Technical Advisory Committee by the Project Manager.

Consultant will be responsible for any and all research, investigation, and data recovery necessary to perform the described services.

Consultant will be responsible for any and all data interpretation, compilation and entry necessary to complete this project.

Consultant will be responsible for any survey necessary to perform the data collection, all coordination among the stakeholders, and any mobilization necessary to implement the services to be provided.

Collected data will be used by the Lubbock Metropolitan Planning Organization (LMPO) to update the Travel Demand Model, Metropolitan Transportation Plan, Transportation Improvement Program, and the Congestion Management Plan as required by law and policies of the various stakeholders.

APPROVED:

H. David Jones
Transportation Planning Director

Brooke Witcher
Assistant City Manager

APPENDIX A
DEBARMENT CERTIFICATION
(Negotiated Contracts)

(1) City of Lubbock, as **CONSULTANT,** certifies to the best of its knowledge and belief, that it and its principals:

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

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

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default.

(2) Where the **CONSULTANT** is unable to certify to any of the statements in this certification, such **CONSULTANT** shall attach an explanation to this certification.

*federal, state or local

_____

DANIEL M. POPE, MAYOR

_____

Date

APPENDIX B
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his or her knowledge and belief, that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Consultants shall certify and disclosure accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

DANIEL M. POPE, MAYOR

_____

Date

Regular City Council Meeting **6. 24.**

Meeting Date: 07/27/2021

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to approve and ratify the actions and signatures of the City Manager or his designee, and execute, for and on behalf of the City of Lubbock, Purchase Order 31060015, with Daco Fire Safety Equipment, for repair of Lubbock Fire Rescue Fire Engine #1.

Item Summary

Purchase Order 31060015 for $52,003, pays for the cost to repair Fire Engine #1 (V# 82016040), a 2016 Rosenbauer Fire Apparatus. Daco Fire Safety Equipment performed the repairs for Lubbock Fire Rescue, in order to return Engine #1 to service.

On Saturday, December 5, 2020, Fire Engine #1 was involved in an accident with a civilian vehicle traveling the wrong direction. The damage sustained to the Fire Engine was extensive and rendered it inoperable. Daco Fire Safety Equipment, the original manufacturer of Fire Engine #1, was chosen to do the repairs because a factory level repair was needed and the existing warranty required it.

Fiscal Impact

The cost of the repair is $52,003.
$1,000 is being paid from the Lubbock Fire Rescue General Maintenance Fund in the FY 2020-2021 Operating Budget.
$51,003 is being paid from the Property Insurance Deductible Account in the FY 2020-2021 Operating Budget of Risk Management.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Billy Taylor, Director of Fleet Services
Shaun Fogerson, Fire Chief

Attachments

Resolution (r) - Daco Fire Engine Repairs
PO 31060015 (c) - Daco Fire Safety Equipment

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 approve and ratify the signatures of the City Manager or his designee and execute for and on behalf of the City of Lubbock, a purchase order No. 31060015 for the repair of a Lubbock Fire Rescue Fire Engine #1, by and between the City of Lubbock and Daco Fire Safety Equipment of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.Ratify LFR Repair PO
07.23.21

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 6/21/2021
Order Number 31060015 000 OP
Branch/Plant 3526

TO: DACO FIRE SAFETY EQUIPMENT
PO BOX 5006
201 AVE R
LUBBOCK TX 79456

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK TX 79404

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 6/21/2021 Freight .
Requested 6/21/2021 Taken By Y BUSBY
Delivery PER L MOBBS REQ 57480 RATIFIED PURCHASE - PUR 15997

If you have any questions contact Lisa Mobbs: lmobbs@mylubbock.us Phone 806-775-2185

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Fire Engine #1 - Wreck Vehicle	1	52,003.00	1	52,003.00	6/21/2021

Total Order
52,003.00

Terms NET 30 DAYS

This purchase order ratifies a purchase in the amount of $52,003.00 to Daco Fire Equipment of Lubbock, TX, on June 21, 2021. The following is incorporated into and made part of this purchase order by reference: Invoice 25685 dated June 8, 2021, from Daco Fire Equipment of Lubbock,TX. Resolution #_____.

CITY OF LUBBOCK

_____
Daniel M. Pope, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Rev. 1/2020

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

ACCEPTANCE OF THIS PURCHASE ORDER:
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 the City's 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.

1. **SELLER** TO PACKAGE GOODS. Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. SHIPMENT UNDER RESERVATION PROHIBITED. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. TITLE AND RISK OF LOSS. The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. INVOICES & PAYMENTS. a. Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.

6. GRATUITIES. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

7. SPECIAL TOOLS & TEST EQUIPMENT. If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

8. WARRANTY-PRICE. a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of viciation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY-PRODUCT. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. SAFETY WARRANTY. Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.

11. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS. As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.
12. NON APPROPRIATION. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
13. RIGHT OF INSPECTION. Buyer shall have the right to inspect the goods at delivery before accepting them.

14. CANCELLATION. Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

15. TERMINATION. The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.

16. FORCE MAJEURE. Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

17. ASSIGNMENT-DELEGATION. No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.

18. WAIVER. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

19. INTERPRETATION-PAROLE EVIDENCE. This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

20. APPLICABLE LAW. This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

21. RIGHT TO ASSURANCE. Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

22. INDEMNIFICATION. Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.

23. TIME. It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

24. MBE. The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.
25. NON-ARBITRATION. The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
26. RIGHT TO AUDIT. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
27. 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.
28. 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
29. Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: http: www.ci.lubbock.tx.us departmental-websites departments purchasing vendor-information
30. 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.
31. 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
32. 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.
33. Pursuant to Section 552.301(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request: orr@mylubbock.us. Please send this request to this email address for it to be processed.

DACO FIRE EQUIPMENT

PO BOX 5006
LUBBOCK, TX 79408

Invoice

Date	Invoice #
6/8/2021	25685

74800

Bill To	Ship To
LUBBOCK, CITY OF PO BOX 2000 LUBBOCK, TX 79457	LUBBOCK FIRE RESCUE 1515 URSULINE LUBBOCK, TX 79403

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30	AO	6/8/2021			

Quantity	Item Code	Description	Price Each	Amount
1	REPAIR	ACCIDENT REPAIR Deliver wrecked vehicle to Wyoming, Minn for body repair Remove & Replace front bumper assembly. Remove & Replace front frame extensions. Check frame alignment, any frame adjustments will be added to final quote. Remove & Replace gravel shield including hose storage tray. Replace both air horn trumpets. Replace Q2B Siren. Replace both tow eyes. Replace graphics on front bumper and left cab corner. Remove & Replace left headlight assembly. Remove & Replace grille. Remove & Replace left headlight trim. Repair left lower cab corner. Paint to match job color	45,053.00	45,053.00
1	REPAIR	REVISED REPAIRS	1,750.00	1,750.00
1	DELIVERY	DELIVERY OF TRUCK TO LUBBOCK ENGINE 1 VIN WM1155 JOB 14162	5,200.00	5,200.00

5613.8202 $1000.00
3114.8507.09673 51,003.00

6-8-21

BV 6-8-21

	Total	$52,003.00

Regular City Council Meeting **6. 25.**

Meeting Date: 07/27/2021

Information

Agenda Item

Resolution - Emergency Management: Consider a resolution authorizing the Mayor to execute Purchase Order 10024209, with Joe Goddard Enterprises, Inc., for the purchase of siren poles for the outdoor warning system.

Item Summary

Purchase Order 10024209 for $233,119, is for the purchase of steel poles for the outdoor warning system.

Joe Goddard Enterprises, Inc. was the sole bidder in response to ITB 21-15988-CM, for steel poles for the outdoor warning system. The contract for the outdoor warning system was awarded by the City Council to Joe Goddard Enterprises, Inc. on February 23, 2021.

Fiscal Impact

Purchase Order 10024209 for $233,119 to Joe Goddard Enterprises, Inc. is funded in Capital Improvement Project 92705, Outdoor Warning Siren System.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Shaun Fogerson, Fire Chief
Joe Moudy, Director of Emergency Management

Attachments

Resolution
Purchase Order
Budget Detail
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. **10024209** in the amount of **$233,119.00** for the purchase of **Outdoor Warning System Siren Poles** per Contract **15988**, by and between the City of Lubbock and **Joe Goddard Enterprises, Inc., of Edmond, OK**, and related documents. Said Purchase Order 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:

_____
Joe Moudy, Emergency Management

APPROVED AS TO FORM:

_____
John C. Grace, Assistant City Attorney

S:\cityatt\CCDOCS\RES.-PurchaseOrd 10024209 - Outdoor Warning System Siren Poles.2021.doc

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 7/7/2021
Order Number 10024209 000 OP
Branch/Plant 2261

TO: JOE GODDARD ENTERPRISES LLC
11950 THOUSAND OAKS DR
EDMOND OK 73034-9706

SHIP TO: CITY OF LUBBOCK
CENTRAL FIRE STATION COMPLEX
1515 E URSULINE ST
LUBBOCK TX 79403

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 7/7/2021 Freight

Requested 8/9/2021 Taken By J MONTES

Delivery J LONVICK REQ 57572 PUR #15988

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Outdoor Warning System Siren Poles	45.000	4,958.2000	EA	223,119.00	8/9/2021

ITB 21-15988-CM

Total Order

Terms NET 30

223,119.00

INSURANCE REQUIRED:
Commercial General Liability, per occurrence- $1,000,000 General Aggregate.
To include products of complete operations endorsement Automotive Liability- Combined Single limit for Any Auto - $1,000,000 Excess Liability/Umbrella Form -Worker's Compensation Amounts- $500,000 or Employer's Liability - $1,000,000. Copies of endorsements are required. City of Lubbock is named as an additional insured on a primary and non-contributory basis with a waiver of subrogation in favor of the City of Lubbock on liability coverages. To include products of completed operations endorsements. Waiver of subrogation provided on the workers' compensation.

This purchase order encumbers funds in the amount of $223,119.00 awarded to Joe Goddard Enterprises, LLC of Edmond, OK, on _____ 2021. The following is incorporated into and made part of this purchase order by reference: contract PUR 2021-15988 from Joe Goddard Enterprises, LLC of Edmond, OK. Resolution#

CITY OF LUBBOCK

ATTEST:

_____
Daniel M. Pope, Mayor

_____
Rebecca Garza, City Secretary

Rev. 1/2020

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

ACCEPTANCE OF THIS PURCHASE ORDER:
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 the City's 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.

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3. TITLE AND RISK OF LOSS. The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. INVOICES & PAYMENTS. a. S e l l e r shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.

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18. WAIVER. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

19. INTERPRETATION-PAROLE EVIDENCE. This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

20. APPLICABLE LAW. This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

21. RIGHT TO ASSURANCE. Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

22. INDEMNIFICATION. Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.

23. TIME. It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

24. MBE. The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.

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

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

27. 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.

28. 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

29. Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: http://www.ci.lubbock.tx.us/departmental-websites/departments/purchasing/vendor-information

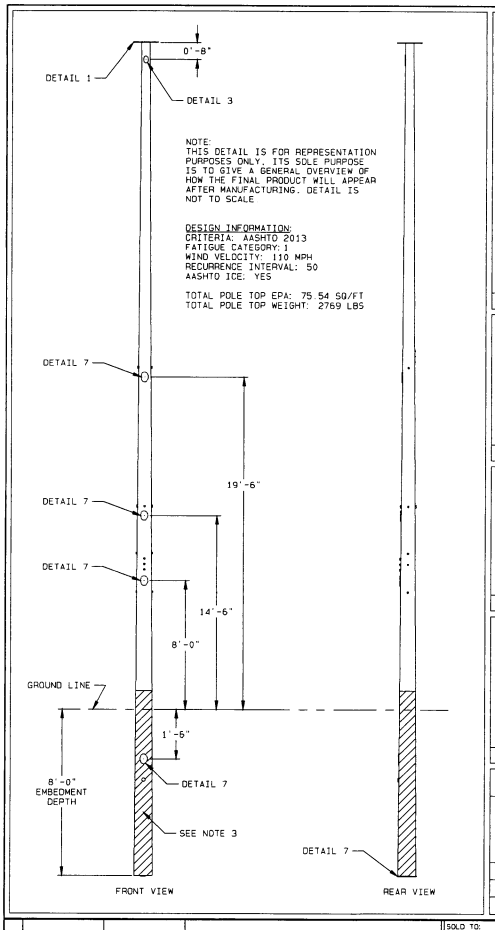
30. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation.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

31. 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

32. 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.

33. Pursuant to Section 552.301(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request: orr@mylubbock.us. Please send this request to this email address for it to be processed.

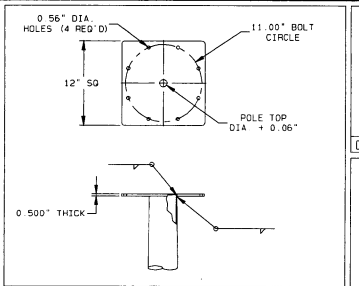
			Total Cost	**Joe Goddard Enterprises, LLC** **Edmond, OK** **$223,119.00**	
#	Description	UOM	QTY	Unit Price	Total Cost
#0-1	Steel Poles per specifications	EA	45	$4,958.20	$ 223,119.00



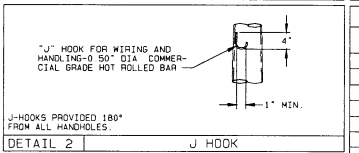
NOTE:
THIS DETAIL IS FOR REPRESENTATION PURPOSES ONLY. ITS SOLE PURPOSE IS TO GIVE A GENERAL OVERVIEW OF HOW THE FINAL PRODUCT WILL APPEAR AFTER MANUFACTURING. DETAIL IS NOT TO SCALE

DESIGN INFORMATION:
CRITERIA: AASHTO 2013
FATIGUE CATEGORY: I
WIND VELOCITY: 110 MPH
RECURRENCE INTERVAL: 50
AASHTO ICE: YES

TOTAL POLE TOP EPA: 75.54 SQ/FT
TOTAL POLE TOP WEIGHT: 2769 LBS

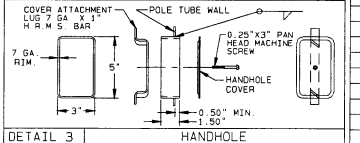


DETAIL 1 | POLE TOP PLATE

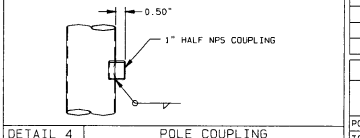


J-HOOKS PROVIDED 180° FROM ALL HANDHOLES.

DETAIL 2 | J HOOK



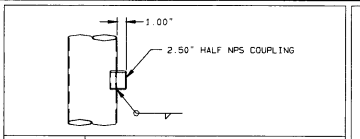
DETAIL 3 | HANDHOLE



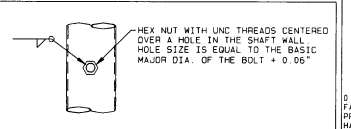
DETAIL 4 | POLE COUPLING

POLE DATA

ITEM	QTY.	POLE TUBE			
		BASE DIA (IN)	TOP DIA. (IN)	LENGTH (FT)	GAUGE OR THK. (IN)
1	1	13.00	6.00	50.00	7



DETAIL 5 | POLE COUPLING



DETAIL 6 | HEX NUT

COUPLING & NUT LOCATION

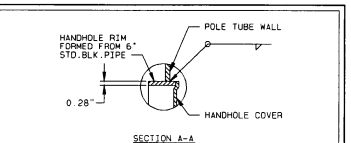
COUPLING OR HEX NUT SIZE	FROM LARGE END	ORIENTATION
2.50" COUPLING	5'-11"	0°
0.75" HEX NUT	15'-0"	270°
0.75" HEX NUT	15'-0"	90°
1" COUPLING	16'-0"	180°
1" COUPLING	16'-4"	180°
1" COUPLING	16'-8"	180°
0.75" HEX NUT	16'-11.5"	270°
0.75" HEX NUT	16'-11.5"	90°
1" COUPLING	23'-0"	270°
1" COUPLING	23'-0"	180°
1" COUPLING	23'-0"	90°
1" COUPLING	23'-0"	0°
1" COUPLING	28'-0"	270°
1" COUPLING	28'-0"	90°
0.38" HEX NUT	28'-6"	180°
0.38" HEX NUT	28'-6"	0°
0.38" HEX NUT	29'-0"	180°
0.38" HEX NUT	29'-0"	0°
0.38" HEX NUT	29'-6"	180°
0.38" HEX NUT	29'-6"	0°

MATERIAL DATA

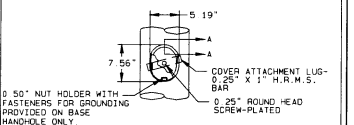
COMPONENT	ASTM DESIGNATION	MIN YIELD (KSI)
POLE SHAFT	A595 GR A	55
TOP PLATE	A572	50
BUTT PLATE	A36	36
HARDWARE-COATING	HOT DIP ZINC	--

FINISH DATA

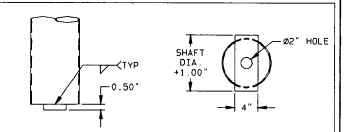
SEE NOTE 2



SECTION A-A

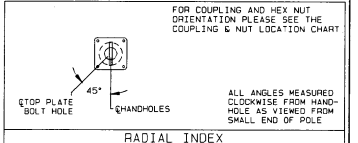


DETAIL 7 | HANDHOLE



DETAIL 8 | BUTT PLATE

FOR COUPLING AND HEX NUT ORIENTATION PLEASE SEE THE COUPLING & NUT LOCATION CHART



ALL ANGLES MEASURED CLOCKWISE FROM HANDHOLE AS VIEWED FROM SMALL END OF POLE

RADIAL INDEX

ALTHOUGH RARE, VIBRATIONS SEVERE ENOUGH TO CAUSE DAMAGE CAN OCCASIONALLY OCCUR IN STRUCTURES OF ALL TYPES. BECAUSE THAY ARE INFLUENCED BY MANY INTERACTING VARIABLES, VIBRATIONS ARE GENERALLY UNPREDICTABLE. THE USER'S MAINTENANCE PROGRAM SHOULD INCLUDE OBSERVATION FOR EXCESSIVE VIBRATION AND EXAMINATION FOR ANY STRUCTURAL DAMAGE OR BOLT LOOSENING. THE VALMONT WARRANTY SPECIFICALLY EXCLUDES FATIGUE FAILURE OR SIMILAR PHENOMENA RESULTING FROM INDUCED VIBRATION, HARMONIC OSCILLATION OR RESONANCE ASSOCIATED WITH MOVEMENT OF AIR CURRENTS AROUND THE PRODUCT.

VIBRATION DISCLAIMER

NOTE:
1. PLEASE VERIFY ALL HEIGHTS AND ORIENTATIONS PRIOR TO RELEASE FOR PRODUCTION.
2. PROVIDE FINISH SPEC, PAINT CHIP OR RAL # PRIOR TO RELEASE FOR PRODUCTION.
3. THE EMBEDDED PORTION (HATCHED AREA) TO HAVE A TAR-EXTENDED POLYURETHANE COAT (VALMONT SPEC F-668) PLUS 1'-0" (OUTSIDE OF SHAFT ONLY).

REV	DRAWN BY-DATE	CHECK BY-DATE	DESCRIPTION
—	KB8 02/14/20	AT7 02/17/20	— — —

City of Lubbock
Capital Project
Project Cost Detail
July 27, 2021

Capital Project Number:	92705
Capital Project Name:	Outdoor Warning Siren System

Encumbered/Expended	**Budget**
Joe Goddard Enterprises - Outdoor Warning Sirens	$ 464,500
Shipping	24,215
Joe Goddard Enterprises - Site Work	221,700
Agenda Item July 27, 2021	
Joe Goddard Enterprises - Poles	223,119
Encumbered/Expended to Date	933,534
Estimated Cost for Remaining Appropriation	
Contingency	46,902
Remaining Appropriation	46,902
Total Appropriation	980,436

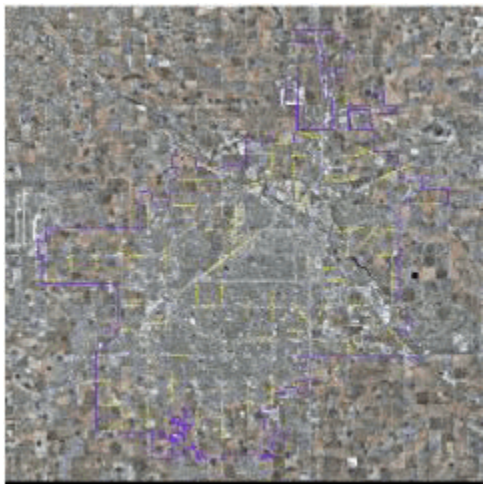
Project Name **Outdoor Warning Siren System** *Project Number* **92705**

Managing Department **Emergency Management**

Project Manager **Joe Moudy**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Purchase, install, test and maintain a citywide outdoor warning siren system to be maintained and used by Public Safety Officials for tornado warnings regarding tornadic activity that constitutes an imminent threat to people in Lubbock, TX.

FY 2021-22: Acquisition of a bucket truck in order to help facilitate maintenance needs.

Project Justification

Tornado sirens can immediately command attention. Tornado sirens are included as part of a multi-layered approach consistent with guidance outlined by Federal Emergency Management guidelines, National Fire Protection Association, lessons learned, and the recommendations of the 2013 Lubbock Emergency Warning Task Force. The City should have the ability to activate all or parts of the siren network. Every aspect of the system (activation, controllers and sirens) should be engineered with back-up power in the event that primary power is lost. The system should be compliant with the Federal Emergency Management Agency's Integrated Public Alert and Warning System technology.

Project History

$980,436 was appropriated in the FY 2020-21 Budget, Ord. No. 2020-O0123, October 1, 2020.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total Project Amount
Construction	0	980,436	0	0	0	0	0	980,436
Other Activities	0	0	150,000	0	0	0	0	150,000
Total Project Appropriation	0	980,436	150,000	0	0	0	0	1,130,436

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total Funding
FY 2021 General Fund Cash	0	980,436	0	0	0	0	0	980,436
FY 2022 General Fund Cash	0	0	150,000	0	0	0	0	150,000
Total Funding Sources	0	980,436	150,000	0	0	0	0	1,130,436

		Unappropriated Planning Years					
Operating Budget Impact	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total Impact
Facilities Maintenance and Custodial	0	0	100,718	100,718	100,718	100,718	402,872
Total Operating Budget Impact	0	0	100,718	100,718	100,718	100,718	402,872

Regular City Council Meeting **6. 26.**

Meeting Date: 07/27/2021

Information

Agenda Item

Ordinance 2nd Reading - City Manager: Consider Ordinance No. 2021-O0084, amending Chapter 2, Section 2.03.491 of the Code of Ordinances, regarding the establishment and membership of the City of Lubbock Building Board of Appeals.

Item Summary

On July 13, 2021, the City Council approved the first reading of the ordinance.

This ordinance amends the required qualifications of the licensed master plumber position and licensed master electrician position. This change removes the designation of master plumber and master electrician, to allow for an active plumber licensed by the State of Texas to qualify, and an active electrician licensed by the State of Texas, to qualify for these positions.

Fiscal Impact

None

Staff/Board Recommending

W. Jarrett Atkinson, City Manager

Attachments

Ordinance - Bldg Brd of Appeals Membership

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 2, SECTION 2.03.491 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, REGARDING THE ESTABLISHMENT AND MEMBERSHIP OF THE CITY OF LUBBOCK BUILDING BOARD OF APPEALS; AND PROVIDING A SAVINGS CLAUSE.

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

SECTION 1. THAT Section 2.03.491 of the City of Lubbock Code of Ordinances is amended to read as follows:

"Sec. 2.03.491 Establishment and membership

In order to hear and decide appeals of orders, decisions or determinations made by the building official or fire marshal relative to the application and interpretation of the technical construction and fire prevention codes, and to hear and decide on matters related to the permitting, licensing, or registration of individuals or entities subject to said codes, and to determine suitability of alternate materials and methods of construction, there shall be and is hereby created a board of appeals. Except as specifically noted below, the board of appeals shall consist of eleven (11) members who are qualified by experience and training to pass upon matters pertaining to the design, construction and use of buildings. Members of the board of appeals shall be appointed by the city council and shall hold office for a term of three (3) years and until their successors are qualified. Consistent with the membership set forth below, the presently constituted board members shall continue in their offices for their regular terms. The membership of the board of appeals shall include representatives from the following areas of expertise:

(1) A member of the West Texas Home Builders Association;

(2) An active architect;

(3) An active structural engineer;

(4) An active commercial contractor;

(5) An active realtor;

(6) An active plumber, licensed by the State of Texas;

(7) An active electrician, licensed by the State of Texas;

(8) An active mechanical contractor with a class A license;

(9) Three (3) Lubbock citizens at-large who are not associated with the construction or real estate industry; and

(10) Two (2) Lubbock citizens at-large, not associated with the construction industry, who shall be available as alternate members for the purpose of establishing a quorum in accordance with section 2.03.494."

SECTION 2. THAT if any provision of this Ordinance shall be held to be unenforceable or otherwise inconsistent with the Charter of the City of Lubbock, the remaining portions of this Ordinance shall be unaffected thereby.

AND IT IS ORDERED

Passed by the City Council on first reading this ____ day of July, 2021.

Passed by the City Council on second reading this ____ day of July, 2021.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

W. Jarrett Atkinson, City Manager

APPROVED AS TO FORM:

Mitchell Satterwhite, First Assistant City Attorney

Regular City Council Meeting **6. 27.**

Meeting Date: 07/27/2021

Information

Agenda Item

Ordinance 2nd Reading - City Council: Consider Ordinance No. 2021-O0085, repealing Chapter 2, Section 2.02.001(c) of the Code of Ordinances regarding certain duties of the City Secretary.

Item Summary

On July 13, 2021, the City Council approved the first reading of the ordinance.

Chapter 2, Section 2.02.001(c) of the City of Lubbock Code of Ordinances states "Additional Duties of the City Secretary. The department of the City Council Staff shall report to and be responsible to the City Secretary, and that the City Secretary shall be responsible for all activities and duties of such department." The proposed agenda item would repeal the Additional Duties of the City Secretary.

Fiscal Impact

None

Staff/Board Recommending

City Council

Attachments

Ordinance - City Council Staff

ORDINANCE NO. _____

AN ORDINANCE REPEALING CHAPTER 2, SECTION 2.02.001(C) OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, REGARDING CERTAIN DUTIES OF THE CITY SECRETARY OF THE CITY OF LUBBOCK; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, pursuant to Chapter 1, Article IX, Section 22 of the Charter of the City of Lubbock, the City Council may divide the administration of the City affairs into such departments as it may deem advisable; and

WHEREAS, Section 2.02.001(c) of the Code of Ordinances of the City of Lubbock, Texas provides that the City Council support staff reports for all purposes to the City Secretary; and

WHEREAS, the City Council deems it to be advisable and in the best interest of the citizens of the City of Lubbock to repeal Section 2.02.001(c) of the Code of Ordinances of the City of Lubbock, Texas, and, in doing so, reassign City Council support staff under the prevailing authority of the City Manager, as established under Chapter 1, Article X, Section 4 of the Charter of the City of Lubbock; NOW THEREFORE:

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

SECTION 1. Section 2.02.001(c) of the Code of Ordinances, City of Lubbock, Texas (*Additional duties of the City Secretary*) is hereby repealed.

SECTION 2. THAT if any provision of this Ordinance shall be held to be unenforceable or otherwise inconsistent with the Charter of the City of Lubbock, the remaining portions of this Ordinance shall be unaffected thereby.

SECTION 3. THAT the City Secretary shall publish this Ordinance in accordance with all applicable legal requirements.

AND IT IS ORDERED

Passed by the City Council on first reading this ____ day of July, 2021.

Passed by the City Council on second reading this ____ day of July, 2021.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Steve Massengale, ~~Mayor Pro~~ Tem

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

Regular City Council Meeting **6. 28.**

Meeting Date: 07/27/2021

Information

Agenda Item

Resolution - Lubbock Power & Light: Consider a resolution authorizing the Mayor of the City of Lubbock to execute the Third Amendment to Power Purchase Agreement, by and between the Texas Tech University System, acting by and through its Board of Regents ("TTU") and the City of Lubbock, acting by and through Lubbock Power & Light ("LP&L"), amending the Power Purchase Agreement, by and between TTU and LP&L, dated April 28, 2005, amending the term and clarifying the price adjustment for electric service to be provided under the original Power Purchase Agreement, as amended by the First Amendment and Second Amendment to Power Purchase Agreement.

Item Summary

On April 28, 2005, TTU and LP&L entered into that certain Power Purchase Agreement ("PPA") whereby LP&L agreed to sell, and TTU agreed to purchase, power upon the terms and conditions provided therein.

The PPA, as amended by the First Amendment, provides that the price set forth therein recognizes that the statutory twenty percent (20%) discount provided by Section 36.351 of the Texas Utility Code ("Statutory Discount") is included within the price provided by the PPA. If the PPA is terminated, TTU would become a tariff customer of LP&L, and would be entitled to the Statutory Discount.

The PPA, as amended by the Second Amendment, provided (i) a decreased energy price, from 1.4 cents per kWh to 1.215 cents per kWh, in recognition of the Statutory Discount; and (ii) to extend the term thereof to May 31, 2021, with twelve (12) successive thirty (30) day renewal periods ("Extended Term"), unless either party terminates such by notice provided five (5) days prior to the expiration of the applicable period. The term provided, recognized LP&L's expectation that it would be opted-in to the competitive retail choice market in the Electric Reliability Council of Texas ("ERCOT") by May 31, 2021.

This Third Amendment to the Power Purchase Agreement, is entered into and effective the 1st day of August, 2021 and the term of this Agreement shall be effective from July 1, 2004 and shall remain in full force and effect until May 31, 2023 ("Initial Term"). This Agreement shall continue after the Initial Term for up to twelve (12) successive thirty (30) day periods (any and all of which comprise the "Extended Term"), unless either party hereto shall provide notice of termination to the other Party at least five (5) days prior to the expiration of the Initial Term or the then effective thirty (30) day period of the Extended Term, as applicable. Notwithstanding this paragraph, should LP&L, acting by and through its City Council and Electric Utility Board, institute customer choice for its retail service area pursuant to Texas Utilities Code Chapter 40 prior to the end of the Initial Term, this Agreement will terminate at the expiration of thirty (30) days after LP&L customers have the right of customer choice.

The Wholesale Power bills section of the Agreement will be revised to include LP&L's current delivery points of SPS and ERCOT, resulting from LP&L's integration with ERCOT. The "Total Bill" meaning is revised as well to include all LP&L's capacity and energy requirements for both SPP and ERCOT.

LP&L's current capacity and energy supply requirements are met through a series of power supply resources, which change over time, but may include, and are not limited to, purchase power agreements, energy blocks, congestion revenue rights, and other structures needed to procure energy in ERCOT or the Southwest Power Pool, as applicable.

Fiscal Impact

Revenues generated from the PPA are utilized to cover wholesale power costs.

Staff/Board Recommending

David McCalla, Director of Electric Utilities
Electric Utility Board

Attachments

Resolution - PPA with TTU
3rd Amendment to PPA with TTU
LPandL Resolution - PPA with TTU

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally owned electric utility of the City of Lubbock ("LP&L");

WHEREAS, on or about April 28, 2005, the City of Lubbock ("City") and Texas Tech University System ("TTUS"), entered into that certain Power Purchase Agreement ("PPA" or "Original Agreement"), providing for the sale and purchase of power to serve the TTUS facilities;

WHEREAS, on or about March 5, 2018, TTUS and the City entered into that certain First Amendment to Power Purchase Agreement, Resolution No. EUB 2018-R0012, and City Council Resolution No. 2018-R0088 ("First Amendment"), amending the PPA to provide clarification related to the price of the power sold thereunder, ownership and responsibility for electric distribution and transmission assets, and other real property rights and interests;

WHEREAS, on or about December 31, 2018, TTUS and the City entered into that certain Second Amendment to Power Purchase Agreement EUB Resolution No. 2018-R0102 and City Council Resolution No. 2018-R0454 ("Second Amendment"), amending the PPA, as amended, to extend the term of, and to provide a price adjustment to the PPA, as amended;

WHEREAS, the Initial Term (defined therein) of the Original Agreement, as amended by the First Amendment and Second Amendment (such Original Agreement as amended by the First Amendment and Second Amendment will hereinafter be referred to as the "Agreement") expired on May 31, 2021, unless the parties effectuate an extension of the Initial Term;

WHEREAS, since May 31, 2021, the parties have been operating under the Extended Term (defined therein) of the Agreement;

WHEREAS, to extend the Initial Term, TTUS and the City desire to further amend the Agreement, as amended, to extend the Initial Term of the Agreement and to clarify matters related to the price adjustment;

WHEREAS, the Electric Utility Board of the City of Lubbock finds that entering into the Third Amendment is in the best interest of the rate payers of Lubbock Power & Light;

WHEREAS, the City and TTUS now desire to enter into the Third Amendment; NOW, THEREFORE:

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized to execute that certain Third Amendment to Power Purchase Agreement, by and between the Texas Tech University System, acting by and through its Board of Regents and the City of Lubbock, acting by and through its City Council and Electric Utility Board, amending that certain Power Purchase Agreement, by and between TTUS and the City, dated April 28, 2005, as amended, providing for the sale by LP&L and purchase by TTUS, of power, as more particularly described therein, said Third Amendment being attached hereto and incorporated herein as though set forth fully herein in detail, and any documents related thereto.

Passed by the City Council this 27th day of July, 2021.

Dan Pope, Mayor

ATTEST:

Becky Garza, City Secretary

APPROVED AS TO CONTENT:

David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:

Jenny Smith, General Counsel LP&L

THIRD AMENDMENT
to
POWER PURCHASE AGREEMENT

This Third Amendment to Power Purchase Agreement ("Third Amendment"), is entered into and effective the 1st day of August, 2021, by and between the City of Lubbock, Texas, a Texas home rule municipal corporation, acting by and through its City Council and the Electric Utility Board of the City of Lubbock (herein collectively referred to as "LP&L"), and the Texas Tech University System, a system of higher education of the State of Texas, acting by and through its Board of Regents ("TTUS").

WITNESSETH

WHEREAS, LP&L and TTUS entered into that certain Power Purchase Agreement, dated April 28, 2005 (the "Original Agreement"), wherein TTUS contracted with LP&L to provide power and to define certain other rights related to same;

WHEREAS, pursuant to First Amendment to Power Purchase Agreement, dated March 5, 2018, Resolution No. EUB 2018-R0088, and City Council Resolution No. 2018-R0088 (the "First Amendment"), TTUS and LP&L clarified, among other matters more particularly described therein, certain rights related to the price to be paid by TTUS for power, ownership and responsibility for electric distribution and transmission assets and other real property rights and interests;

WHEREAS, pursuant to Second Amendment to Power Purchase Agreement, dated December 31, 2018, EUB Resolution No. 2018-R0102 and City Council Resolution No. 2018-

R0454 (the "Second Amendment"), TTUS and LP&L extended the term and effectuated a price adjustment to the Original Agreement, as amended by the First Amendment;

WHEREAS, the Initial Term (defined therein) of the Original Agreement, as amended by the First Amendment and Second Amendment (such Original Agreement as amended by the First Amendment and Second Amendment will hereinafter be referred to as the "Agreement") expired on May 31, 2021, unless TTUS and LP&L effectuate an extension of the Initial Term;

WHEREAS, since May 31, 2021, the parties have been operating under the Extended Term (defined therein) of the Agreement;

WHEREAS, to extend the Initial Term, TTUS and LP&L desire to further amend the Agreement, as amended, to extend the Initial Term of the Agreement and to clarify matters related to the price adjustment;

WHEREAS, TTUS and LP&L now desire to further amend the Agreement, as amended, to address such matters.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TTUS and LP&L hereby agree as follows:

1. Section 1.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

   1.3 **Term of Agreement**. Subject to the conditions set forth herein, the term of this Agreement shall be effective from July 1, 2004 (the "Effective Date") and shall remain in full force and effect until May 31, 2023 (the "Initial Term"). This Agreement shall continue after the Initial Term for up to twelve (12) successive thirty (30) day periods (any and all of which comprise the "Extended Term"), unless either party hereto shall provide notice of termination to the other Party at least five (5) days prior to the

expiration of the Initial Term or the then effective thirty (30) day period of the Extended Term, as applicable. Notwithstanding this paragraph, should LP&L, acting by and through its City Council and Electric Utility Board, institute customer choice for its retail service area pursuant to Texas Utilities Code Chapter 40 prior to the end of the Initial Term, this Agreement will terminate at the expiration of thirty (30) days after LP&L customers have the right of customer choice.

2. The third and fourth sentences of Section 7.2(c) of the Agreement are hereby deleted in their entirety and replaced with the following:

   The kWh delivered to all LP&L customers shall be calculated by reducing by 2% the kWh delivered to LP&L's delivery points by SPS and ERCOT as shown on the Wholesale Power bills of the month immediately preceding the current billing month for Texas Tech. This reduction is an adjustment to account for line losses occurring between LP&L's point(s) of interconnection with the SPS and ERCOT systems and the delivery points of Texas Tech.

   The fifth sentence of Section 7.2(c) is hereby deleted in its entirety.

3. Section 7.2(d) of the Agreement is hereby deleted it is entirety and replaced with the following:

   The "Total Bill" means the sum of all charges actually paid by (or credited to) LP&L for purchased power. LP&L's current capacity and energy supply requirements are met through a series of power supply resources, which change over time, but may include, and are not limited to, purchase power agreements, energy blocks, congestion revenue rights, and other structures needed to procure energy in the Electric Reliability Council of Texas ("ERCOT") or the Southwest Power Pool ("SPP"), as applicable. The "kWh delivered to LP&L's delivery points" means the quantity of energy that is used by LP&L customers, which includes an adjustment to account for line losses occurring between the applicable generation location and the applicable point(s) of interconnection and LP&L. The monthly invoices and supporting documents utilized to calculate the Wholesale Power Charge shall be provided with the monthly billing.

4. Section 7.3(b) of the Agreement is hereby deleted in its entirety and replaced with the following:

   [INTENTIONALLY DELETED].

5. Appendix 2 is hereby deleted in its entirety and replaced with the attached Appendix 2.

6. Except as expressly amended hereby, all terms, provisions and conditions of the Agreement, as amended by the First Amendment and Second Amendment, shall remain valid and subsisting as provided.

IN WITNESS WHEREOF, the parties have executed this Third Amendment by their duly authorized representatives effective as of the date first written above.

CITY OF LUBBOCK, acting by and through Electric Utility Board

DAN ODOM, Chairman of the Electric Utility Board

APPROVED AS TO CONTENT:

David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:

Jenny Smith, General Counsel

CITY OF LUBBOCK, acting by and through City Council

DANIEL M. POPE, Mayor of the City of Lubbock

APPROVED AS TO CONTENT:

David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:

Jenny Smith, General Counsel

TEXAS TECH UNIVERSITY SYSTEM:

By: _____

Name: _____

Title: _____

Appendix 2

STATE UNIVERSITY GENERAL SERVICE

Rate 16U

APPLICABLE:

To all State of Texas universities using more than 100,000,000 kWh per year where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.

TERRITORY:

LP&L Service Territory

RATE:

Service Availability Charge:	$0.00 per month per Meter
Demand Charge:	$0.00
Energy Charge:	$0.012150 per kWh

WHOLESALE POWER CHARGE:

The charge per kilowatt-hour of the above rate shall be increased by an amount equal to LP&L's total cost of Wholesale Power for the month immediately preceding the current billing month for the Customer as delivered to all LP&L Customers including assumed system losses of 2%. The Wholesale Power Charge shall be calculated monthly by dividing (i) the amount of the Total Bill for Wholesale Power for the month immediately preceding the current billing month for the Customer including any prior month adjustments by (ii) the kWh delivered to all LP&L Customers in the month immediately preceding the current billing month for the Customer. The kWh delivered to all LP&L Customers shall be calculated by reducing by 2% the kWh delivered to LP&L's delivery points by the SPS and ERCOT systems. This reduction is an adjustment to account for line losses occurring between LP&L's point(s) of interconnection with the SPS and ERCOT systems and the delivery points of the Customer.

TERMS OF PAYMENT: Payment due 30 days after bill date or as otherwise required by state law. If the 30th day falls on a weekend or an official City of Lubbock recognized holiday, the due date will be extended until the next business day. A late charge of 1% or as authorized by state law, whichever is greater, may be added to all bills not paid by the due date.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase at LP&L's available secondary voltage.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock, as it may be amended from time to time. In the event a Customer entitled to Service under Rate 16U is a purchaser under a power purchase agreement ("PPA") with LP&L, in which the rates for Service to such Customer are provided therein, such rates payable by Customer shall be as provided in the PPA (in lieu of this Tariff), so long as such PPA shall remain valid and subsisting and enforceable against Customer. Further, in such instance, in the event of a conflict between this Tariff and the PPA, the terms of the PPA shall control. In events where a Customer purchases under a PPA and the PPA shall expire or terminate during the effective period of this Tariff, Customer shall revert to the applicable rate for each Meter as determined by usage characteristics.

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally owned electric utility of the City of Lubbock ("LP&L");

WHEREAS, on or about April 28, 2005, the City of Lubbock ("City") and Texas Tech University System ("TTUS"), entered into that certain Power Purchase Agreement ("PPA" or "Original Agreement"), providing for the sale and purchase of power to serve the TTUS facilities;

WHEREAS, on or about March 5, 2018, TTUS and the City entered into that certain First Amendment to Power Purchase Agreement, Resolution No. EUB 2018-R0012, and City Council Resolution No. 2018-R0088 ("First Amendment"), amending the PPA to provide clarification related to the price of the power sold thereunder, ownership and responsibility for electric distribution and transmission assets, and other real property rights and interests;

WHEREAS, on or about December 31, 2018, TTUS and the City entered into that certain Second Amendment to Power Purchase Agreement EUB Resolution No. 2018-R0102 and City Council Resolution No. 2018-R0454 ("Second Amendment"), amending the PPA, as amended, to extend the term of, and to provide a price adjustment to the PPA, as amended;

WHEREAS, the Initial Term (defined therein) of the Original Agreement, as amended by the First Amendment and Second Amendment (such Original Agreement as amended by the First Amendment and Second Amendment will hereinafter be referred to as the "Agreement") expired on May 31, 2021, unless the parties effectuate an extension of the Initial Term;

WHEREAS, since May 31, 2021, the parties have been operating under the Extended Term (defined therein) of the Agreement;

WHEREAS, to extend the Initial Term, TTUS and the City desire to further amend the Agreement, as amended, to extend the Initial Term of the Agreement and to clarify matters related to the price adjustment;

WHEREAS, the Electric Utility Board of the City of Lubbock finds that entering into the Third Amendment is in the best interest of the rate payers of Lubbock Power & Light;

WHEREAS, the City and TTUS now desire to enter into the Third Amendment; NOW, THEREFORE:

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

THAT the Chairman of the Electric Utility Board of the City of Lubbock BE and is hereby authorized to execute that certain Third Amendment to Power Purchase Agreement, by and between the Texas Tech University System, acting by and through its Board of Regents and the City of Lubbock, acting by and through its City Council and Electric Utility Board, amending that certain Power Purchase Agreement, by and between TTUS and the City, dated April 28, 2005, as amended, providing for the sale by LP&L and purchase by TTUS, of power, as more particularly described therein, said Third Amendment being attached hereto and incorporated herein as though set forth fully herein in detail, and any documents related thereto.

Passed by the Electric Utility Board this 20th day of July, 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, General Counsel LP&L

Regular City Council Meeting **7. 1.**

Meeting Date: 07/27/2021

Information

Agenda Item

Public Hearing - Planning: Consider a request for Zone Case 2538-T, a request of Hugo Reed and Associates, Inc. for Kenny Blackwell, for a zone change from Single-Family District (R-1) to Local Retail District (C-2), at 7302 34th Street, located north of 34th Street and west of Upland Avenue, on 1.6 acres of unplatted land out of Block AK, Section 42, 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 July 1, 2021, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Steve O'Neal, Director of Development Services
Bryan Isham, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 2538-T
Staff Report 2538-T
Documentation 2538-T

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. 2538-T; A ZONING CHANGE FROM R-1 TO C-2 ZONING DISTRICT AT 7302 34TH STREET, LOCATED NORTH OF 34TH STREET AND WEST OF UPLAND AVENUE, ON 1.6 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 42, 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. 2538-T

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 **R-1** to **C-2** zoning district at **7302 34th Street, located north of 34th Street and west of Upland Avenue, on 1.6 acres of unplatted land out of Block AK, Section 42,** City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Bryan Isham, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC2538-T
July 1, 2021

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1501 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"
PROPOSED C-2

METES AND BOUNDS DESCRIPTION of an approximate 1.6 acre tract located in Section 42 Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the North right-of-way line of 34th Street, for the Southeast corner of this tract, which bears N. 88°11'01" W. an approximate distance of 600.1 feet and N. 01°48'16" E. an approximate distance of 55.0 feet from the Southeast corner of Section 42, Block AK, Lubbock County, Texas;

THENCE N. 88°11'01" W., along the North right-of-way line of said 34th Street an approximate distance of 300.0 feet to a point the Eastern plat limits of Lots 824-923, Upland Crossing, an addition to the City of Lubbock, Lubbock County, Texas, for the Southwest corner of this tract.

THENCE N. 01°48'16" E., along the Eastern boundary of said plat limits, an approximate distance of 235.4 feet to the Northwest corner of this tract;

THENCE S. 88°10'10" E., continuing along the Eastern boundary of said plat limits, an approximate distance of 300.0 feet to a corner of said plat limits and the Northeast corner of this tract;

THENCE S. 01°48'49" W. an approximate distance of 235.4 feet to the Point of Beginning.

Contains 70,614 square feet

PREPARED FOR ZONING PURPOSES ONLY. DOES NOT REPRESENT AN ACTUAL SURVEY AND SHALL NOT BE RECORDED FOR ANY REAL PROPERTY PURPOSES.

Prepared for Kenny Blackwell
May 11, 2021

Planning Department
City of Lubbock

Staff Report	Zone Case 2538-T
City Council Meeting	July 27, 2021

Applicant Hugo Reed and Associates, Inc.

Property Owner Kenny Blackwell

Council District 5

Recommendations
- Staff recommends Approval.

Prior Board or Council Action
- September 27, 1984: This property was annexed through Ordinance No. 8660 and zoned Transition (T).
- October 10, 1985: Zone Case 2358: This property was rezoned to Single-Family District (R-1) from T.
- July 1, 2021, Zone Case 2538-T: The Planning and Zoning Commission recommended approval of a zone change to Local Retail District (C-2) by a vote of 5-0-0.

Notification Summary
- Notifications Sent: 4
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History
The subject property was annexed in 1984 and has remained vacant and unsubdivided.

Adjacent Property Development
The properties to the north and west of the subject property are zoned Single-Family District (R-1) Specific Use and are vacant. The property to the south is zoned R-1 and is vacant. The property to the east is zoned General Retail District (C-3) and is also vacant.

Zoning Request and Analysis
Item Summary
The subject property is addressed as 7302 34th Street and is located north of 34th Street and west of Upland Avenue. The applicant requests to rezone the subject property from R-1 to C-2.

Current zoning: **Single-Family District (R-1)**

Requested zoning: **Local Retail District (C-2)**

Intent Statements
The intent of the current R-1 zoning is "…to promote orderly and proper development of single-family residential units; to protect established and future single-family residential developments from inharmonious and harmful land uses; and to provide a "quality environment" for the residents of the district and city."

The intent of the proposed C-2 zoning is "…to provide limited local retail and service commercial uses which serve one of several neighborhoods. Such districts may be located on existing thoroughfares or at the intersections of major thoroughfares."

Traffic Network/Infrastructure Impacts
The proposed rezoning location is along 34th Street, which is designated as a Principal Arterial (Modified) by the Master Thoroughfare Plan, 2018. Arterials are continuous routes whose function is to serve high volume needs of local traffic and regional traffic (Comprehensive Plan, Page 86). 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 property to the east is currently zoned C-3.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The principles outlined in the Comprehensive Plan designates this area for "Low Density Residential" land uses. While the proposed zoning does not meet the standards for low density residential, as outlined in the Comprehensive Plan, it is along a thoroughfare street between two commercial nodes, and the Comprehensive plan encourages neighborhood center districts as a connection to commercial nodes along a thoroughfare (pg. 60).

Conformance with Zoning Ordinance
The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to the residential 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 C-2 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

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 2538-T

Allowable Uses: Local Retail District (C-2)

Transportation: The proposed development has one points of access from 34th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
34th Street *Partial Minor Arterial (Modified)*	R.O.W. 110 feet, two-lane, undivided, paved	R.O.W. 110 feet, 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

Case 2538-T: Hugo Reed and Associates, Inc. for Kenny Blackwell

Request for a zone change from Single-Family District (R-1) to Local Retail District (C-2), at:

- 7302 34th Street, located north of 34th Street and west of Upland Avenue, on 1.6 acres of unplatted land out of Block AK, Section 42.

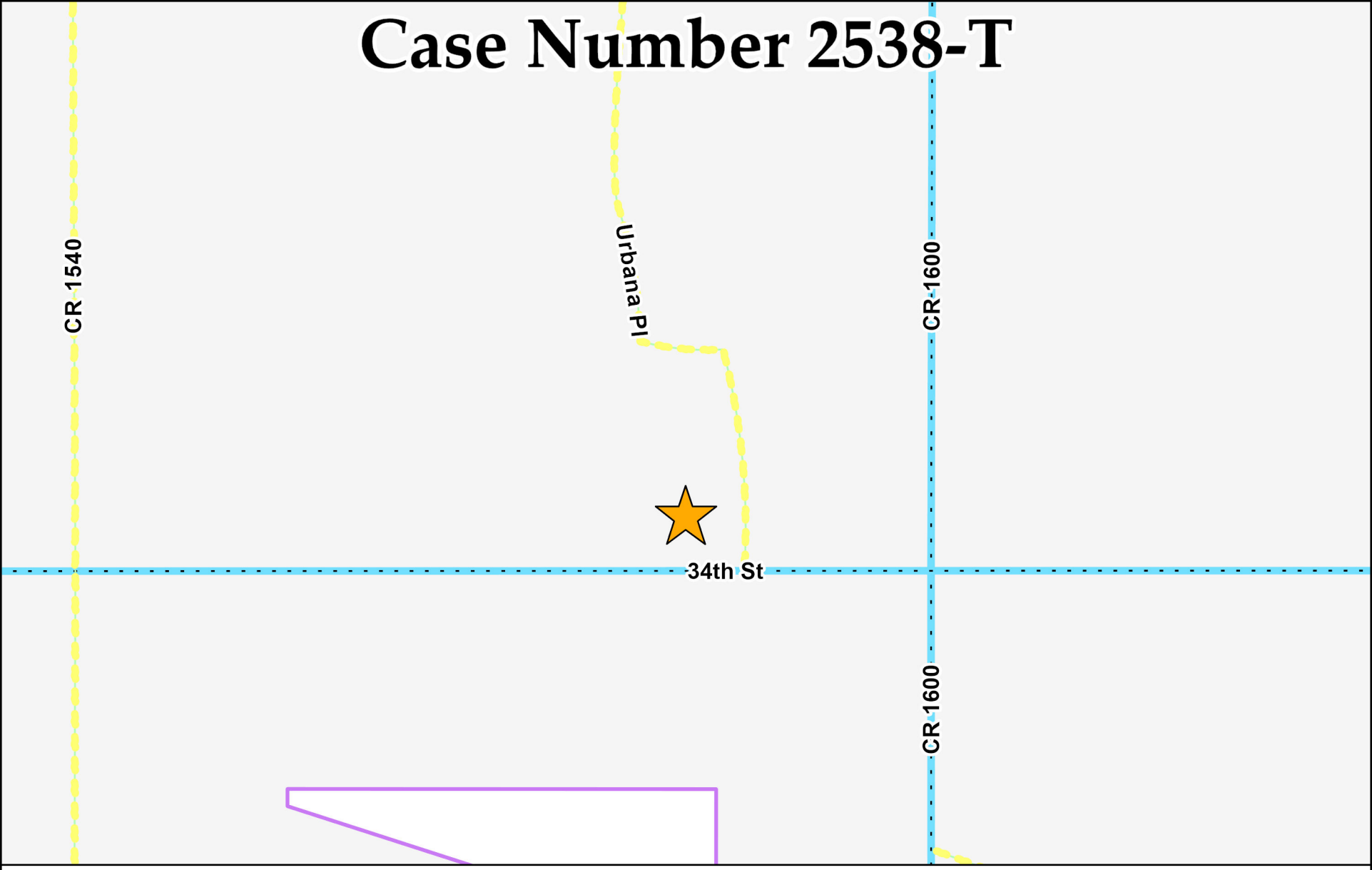
PLANNER JACOB HAWKINS stated there were four (4) notifications sent out and zero (0) returned. Staff shared maps, photos, the staff report, and explained the surrounding zoning around the subject area. Staff recommends approval of the request.

APPLICANT REPRESENTATIVE TERRY HOLEMAN, Hugo Reed and Associates, 1601 Avenue N, stated that Mr. Blackwell has owned the property of 1.6 acres since the mid 1970's. The surrounding properties have already been constructed as residential. The applicant wants to rezone the property to C-2 in order to market it for sale.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 2538-T** a motion was made by **TANNER NOBLE** seconded by **JAMES BELL** to approve the case as presented and the Commission members voted 5 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Case Number 2538-T

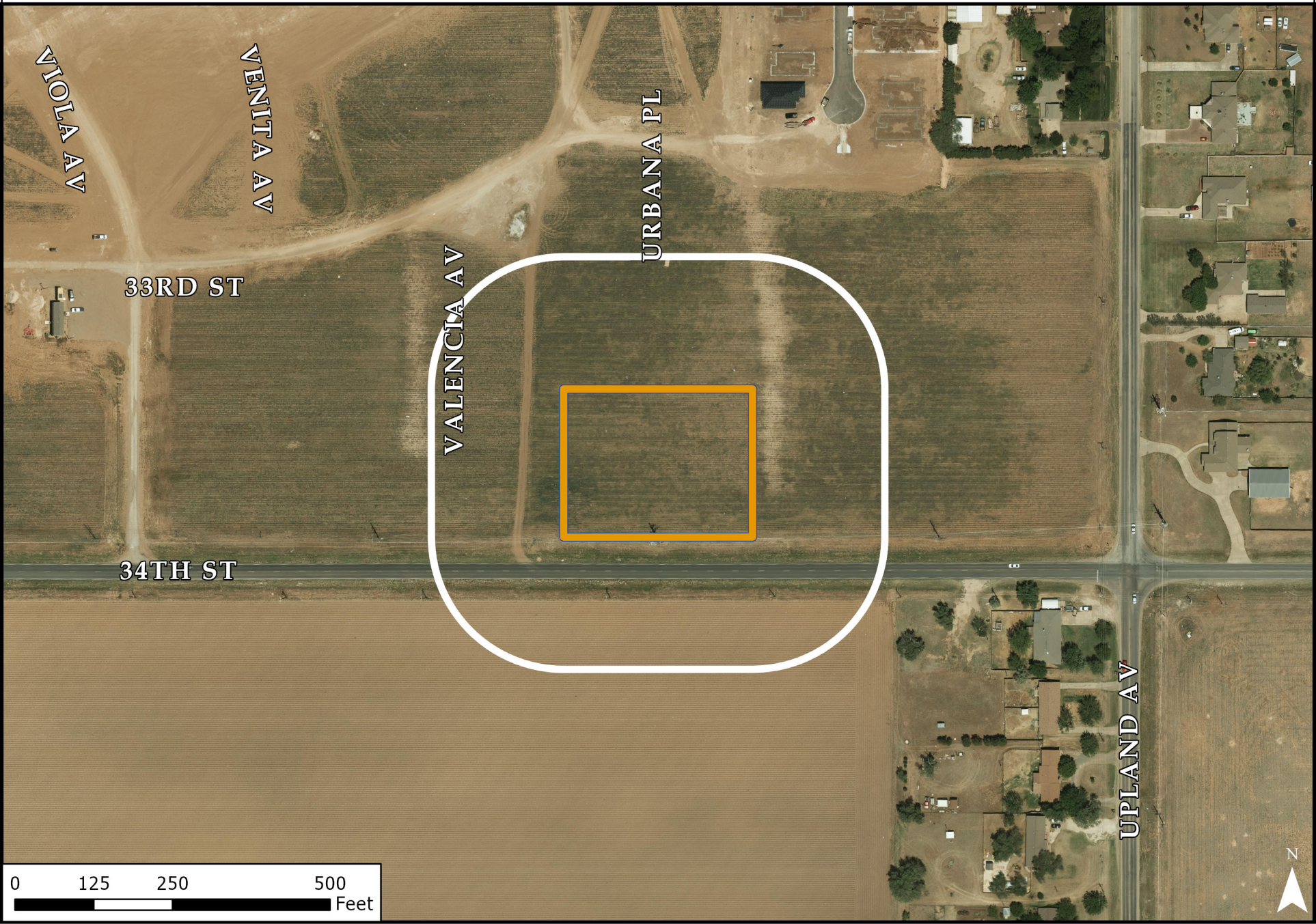


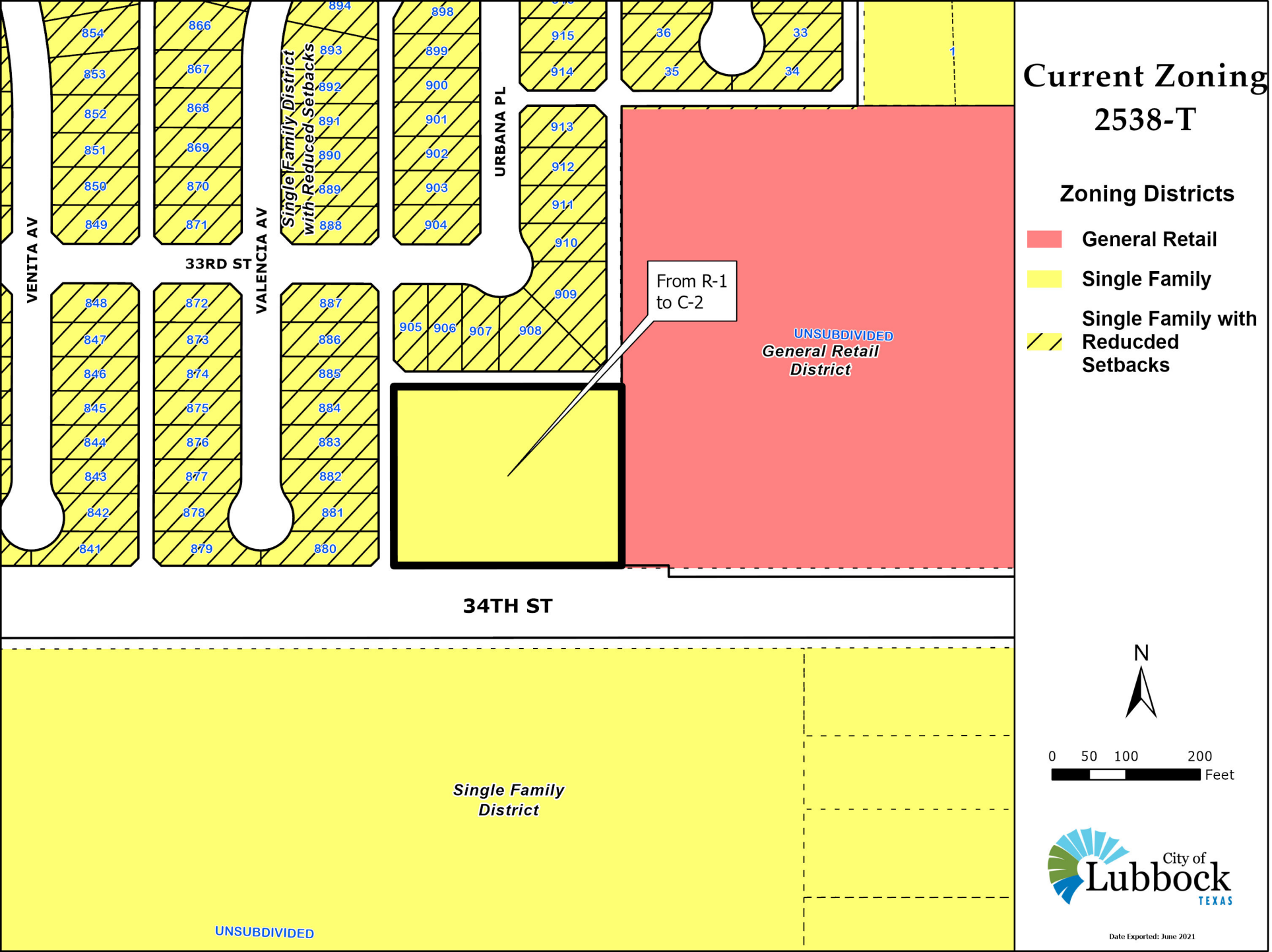
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

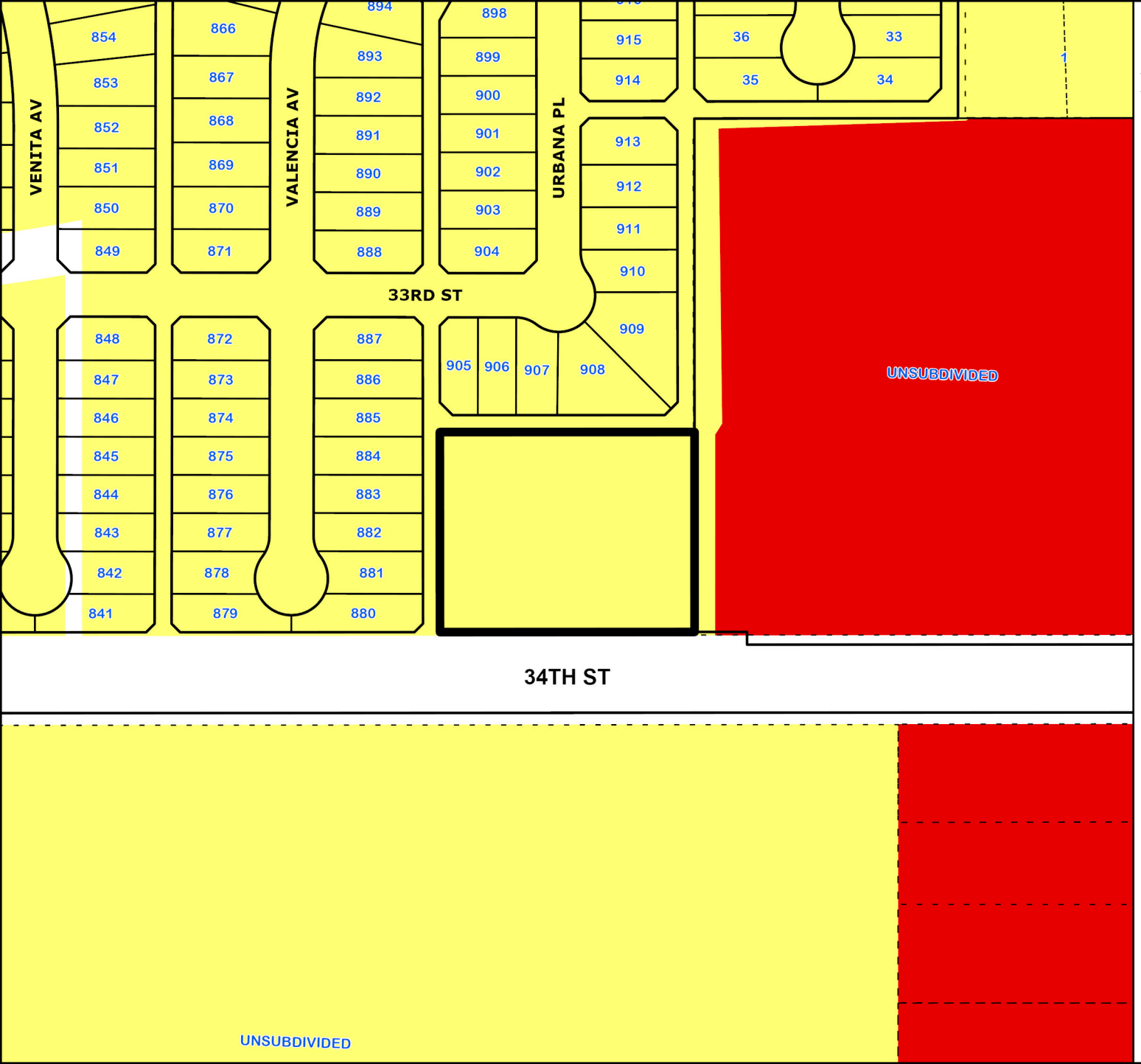
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Date Exported: June 2021

Case Number 2538-T




Current Zoning
2538-T
Zoning Districts
General Retail
Single Family
Single Family with Reducded Setbacks
From R-1 to C-2
UNSUBDIVIDED
General Retail District
Single Family District
UNSUBDIVIDED
VENITA AV
VALENCIA AV
URBANA PL
33RD ST
34TH ST
Single Family District with Reduced Setbacks
N
0 50 100 200
Feet
City of Lubbock TEXAS
Date Exported: June 2021



Future Land Use Plan
Case 2538-T

Future Land Use Type

- 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

N

0 50 100 200 Feet

City of Lubbock TEXAS

Date Exported: June 2021

2538-T



View of subject property. View north.



View of adjacent property. View west.



View of adjacent property. View south.



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: 34th Street West of Upland Avenue

Lots/Tracts: 1.6 acre Tract

Survey & Abstract: Section 42, Block AK

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 1.6 acres

Existing Land Use: vacant Existing Zoning: T

Requested Zoning: C-2

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

Representative/Agent Information (if different from owner)

Firm Name: Hugo Reed and Associates, Inc.

Name: Terry Holeman

Address: 1601 Avenue N City: Lubbock State: TX

ZIP Code: 79401 Telephone: 806-763-5642 Email: tholeman@hugoreed.com

Applicant's Signature: Terry Holeman

Date: May 24, 2021 Printed Name: Terry Holeman

Owner Information

Firm Name: Kenny Blackwell

Owner: Kenny Blackwell

Address: 4006 88th Place City: Lubbock State: TX

ZIP Code: 79423 Telephone: 806-441-1573 Email: kb112556@yahoo.com

Property Owner's Signature: Kenny Blackwell

Date: May 24, 2021 Printed Name: Kenny Blackwell

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.

Regular City Council Meeting **7. 2.**

Meeting Date: 07/27/2021

Information

Agenda Item

Public Hearing - Planning: Consider a request for Zone Case 2690-C, a request of AMD Engineering, LLC for KWTHEM, LLC, for a zone change from Family Apartment District (A-1) and General Retail District (C-3) to Interstate Highway Commercial District (IHC), at 2501 Iola Avenue, located east of Iola Avenue and south of 24th Street, West End North Addition, Tract D1, 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 July 1, 2021, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Steve O'Neal, Director of Development Services
Bryan Isham, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 2690-C
Staff Report 2690-C
Documentation 2690-C

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. 2690-C; A ZONING CHANGE FROM A-1 AND C-3 TO IHC ZONING DISTRICT AT 2501 IOLA AVENUE, LOCATED EAST OF IOLA AVENUE AND SOUTH OF 24TH STREET, WEST END NORTH ADDITION, TRACT D1, 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. 2690-C

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **A-1 and C-3** to **IHC** zoning district at **2501 Iola Avenue, located east of Iola Avenue and south of 24th Street, West End North Addition, Tract D1,** 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:

Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC2690-C
July 1, 2021

Planning Department
City of Lubbock

Staff Report	Zone Case 2690-C
City Council Meeting	July 27, 2021

Applicant AMD Engineering, LLC

Property Owner KWTHEM, LLC

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).
- April 14, 1994, Zone Case 2960: This property was rezoned from Single-Family District (R-1) to High-Density Apartment District (A-2) through Ordinance No. 009545.
- May 8, 2008, Zone Case 2690-A: This property was rezoned from High-Density Apartment District (A-2) to Family Apartment District (A-1) and General Retail District (C-3) through Ordinance No. 2008-O0044.
- July 1st, 2021, Zone Case 2690-C: The Planning and Zoning Commission recommended approval of a zone change to Interstate Highway Commercial (IHC) by a vote of 5-0-0.

Notification Summary

- Notifications Sent: 39
- Received In Favor: 0
- Received In Opposition: 1

Site Conditions and History

The subject property was annexed in 1958 and has since remained undeveloped.

Adjacent Property Development

The property to the north is zoned Family Apartment District (A-1) and is developed with townhomes. The property to the east is zoned General Retail District (C-3) and is developed with a commercial business. The property to the south is zoned Interstate Highway Commercial (IHC) and is vacant. The property to the west is zoned Single Family District (R-1) and is developed with residential homes.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 2501 Iola Avenue and is located east of Iola Avenue and north of 26th Street, West End North Addition, Tract D1. The applicant requests a zone change from (A-1) and (C-3) to (IHC), with the intent to construct a self-storage facility.

Current zoning: **Family Apartment District (A-1) and General Retail District (C-3)**

Requested zoning: **Interstate Highway Commercial (IHC)**

Intent Statements
The intent of the proposed IHC zoning is, "…to provide for quality commercial office, retail and wholesale uses which serve a city-wide or regional area. Such uses require careful consideration when adjacent to residential areas.
The intent of the current A-1 zoning is "…to promote medium-density, multiple-occupancy development. The regulations are designed to promote family-oriented development which provides the occupants with the proper environmental quality, and compatibility with lower-density development. The purpose of this district is not to isolate multi-family units, but to encourage compatible residential land uses through effective planning and urban design.

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.

Traffic Network/Infrastructure Impacts
The proposed rezoning location will be along Iola Avenue and 26th Street, which are both designated as Collectors by the Master Thoroughfare Plan, 2018. Collectors provide access and movement within residential, commercial, and industrial areas.

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 of a self-storage facility.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The principles outlined in the Comprehensive Plan designates this area for "Residential High Density" land uses and notes that land uses in these areas can take numerous forms depending on context. The level of intensity for IHC is appropriate for this area. The Future Land Use Plan designates the surrounding properties for Residential High Density use. Although the IHC zoning is not consistent with the Future Land Use Plan, it is appropriate next to the established commercial use to the east and the IHC zoning to the south.

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 IHC 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 documentation

Staff Contacts

Ashley Vasquez
Planner
Planning Department
806-775-2107
ashleyvasquez@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 2690-C

Allowable Uses: Interstate Highway Commercial District

Transportation: The proposed development has points of access from Iola Avenue, 26th Street and 24th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Iola Avenue, *Collector, Not Completed*	R.O.W. 64 feet, two-lane, undivided, paved	R.O.W. 64 feet, three-lane, undivided, paved
26th Street, *Collector, Not Completed*	R.O.W. 64 feet, two-lane, undivided, paved	R.O.W. 64 feet, three-lane, undivided, paved
24th Street, *Collector, Not Completed*	R.O.W. 64 feet, two-lane, undivided, paved	R.O.W. 64 feet, three-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

Case 2690-C: AMD Engineering, LLC for KWTHEM, LLC

Request for a zone change from Family Apartment District (A-1) and General Retail District (C-3) to Interstate Highway Commercial District (IHC), at:

- 2501 Iola Avenue, located east of Iola Avenue and south of 24th Street, West End North Addition, Tract D1.

PLANNER ASHLEY VASQUEZ stated there were thirty-nine (39) notifications sent out and one (1) returned in opposition. Staff shared maps, photos, the staff report, and explained the surrounding zoning around the subject area. Staff recommends approval of the request.

BOARDMEMBER TANNER NOBLE asked if IHC zoning is appropriate next to residential. Staff stated there is IHC zoning to the south of the subject property. Mr. Noble asked if a self –storage facility is only allowed in IHC zoning. Planning and Zoning Manager Kristen Sager stated that self-storage is allowed in C-3 and C-4 as a Specific Use.

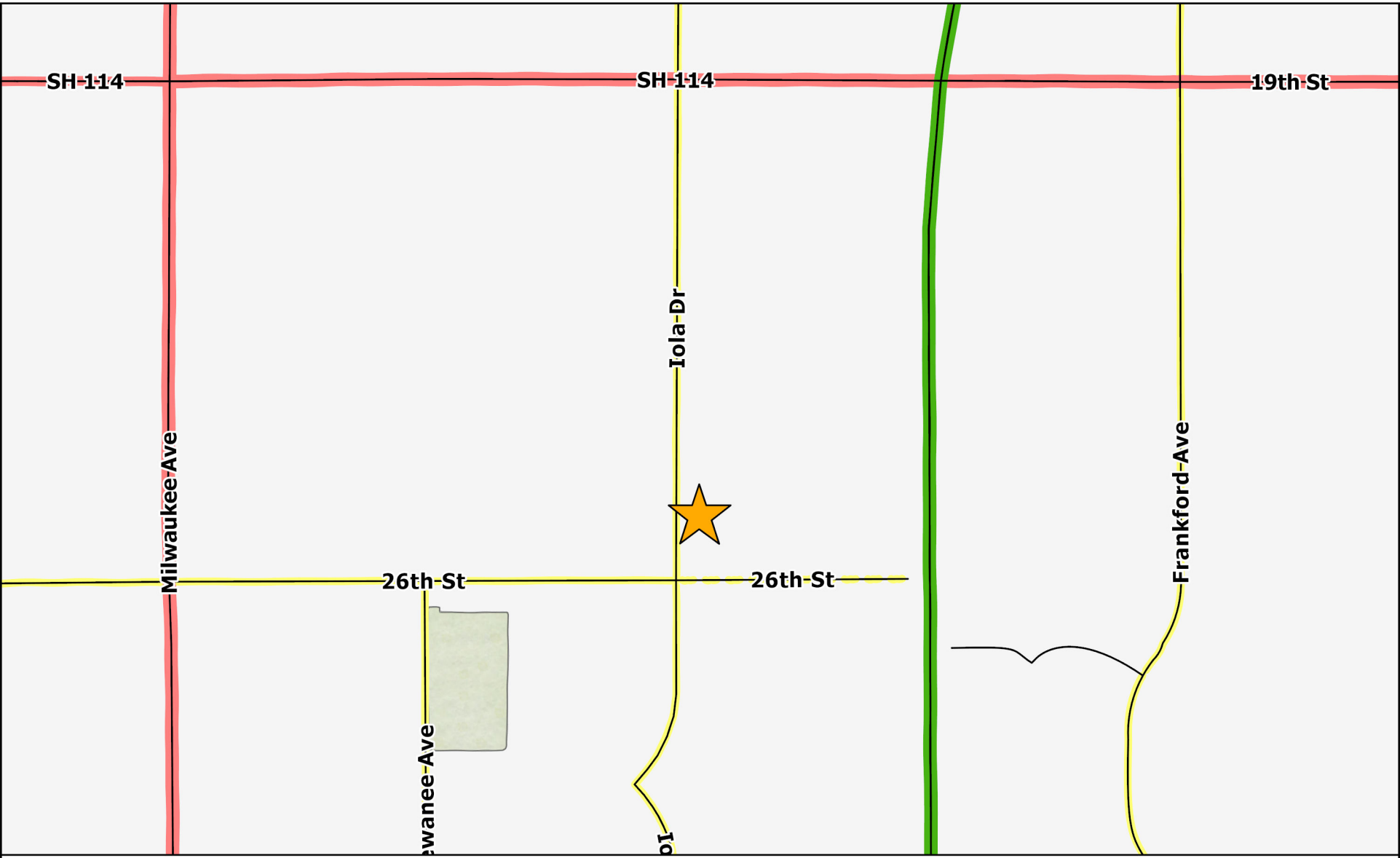
APPLICANT WILL STEPHENS AMD Engineering, 6515 68th, Street stated he has nothing else to add. He did reach out to the person in opposition and she said that she did not want a high- rise apartment next her.

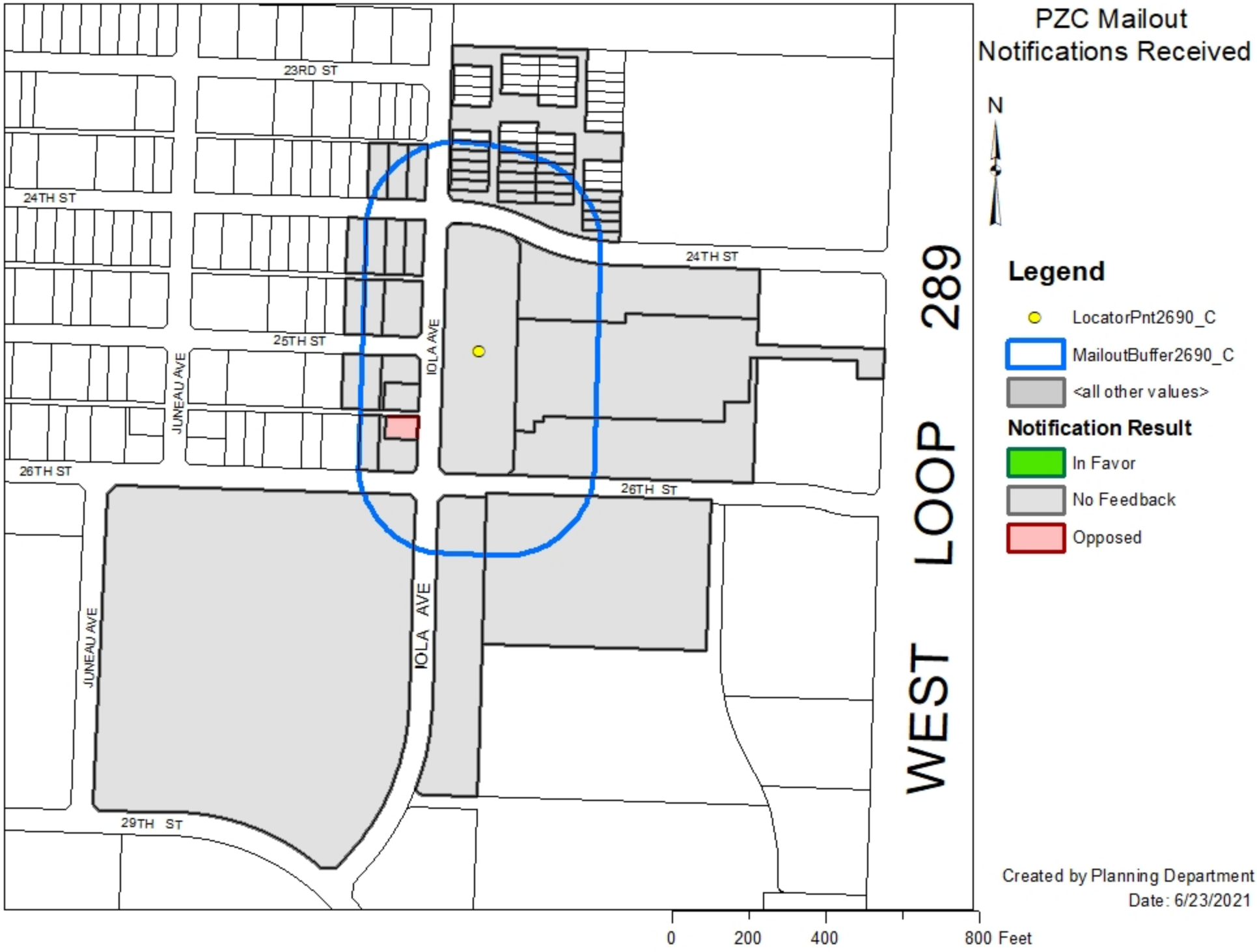
BOARDMEMBER JAMES BELL asked why they requested IHC instead of C-3 Specific Use. Mr. Stephens advised he spoke with staff and determined IHC would be a better fit since there is already IHC to the south.

No one spoke in favor or in opposition to the request.

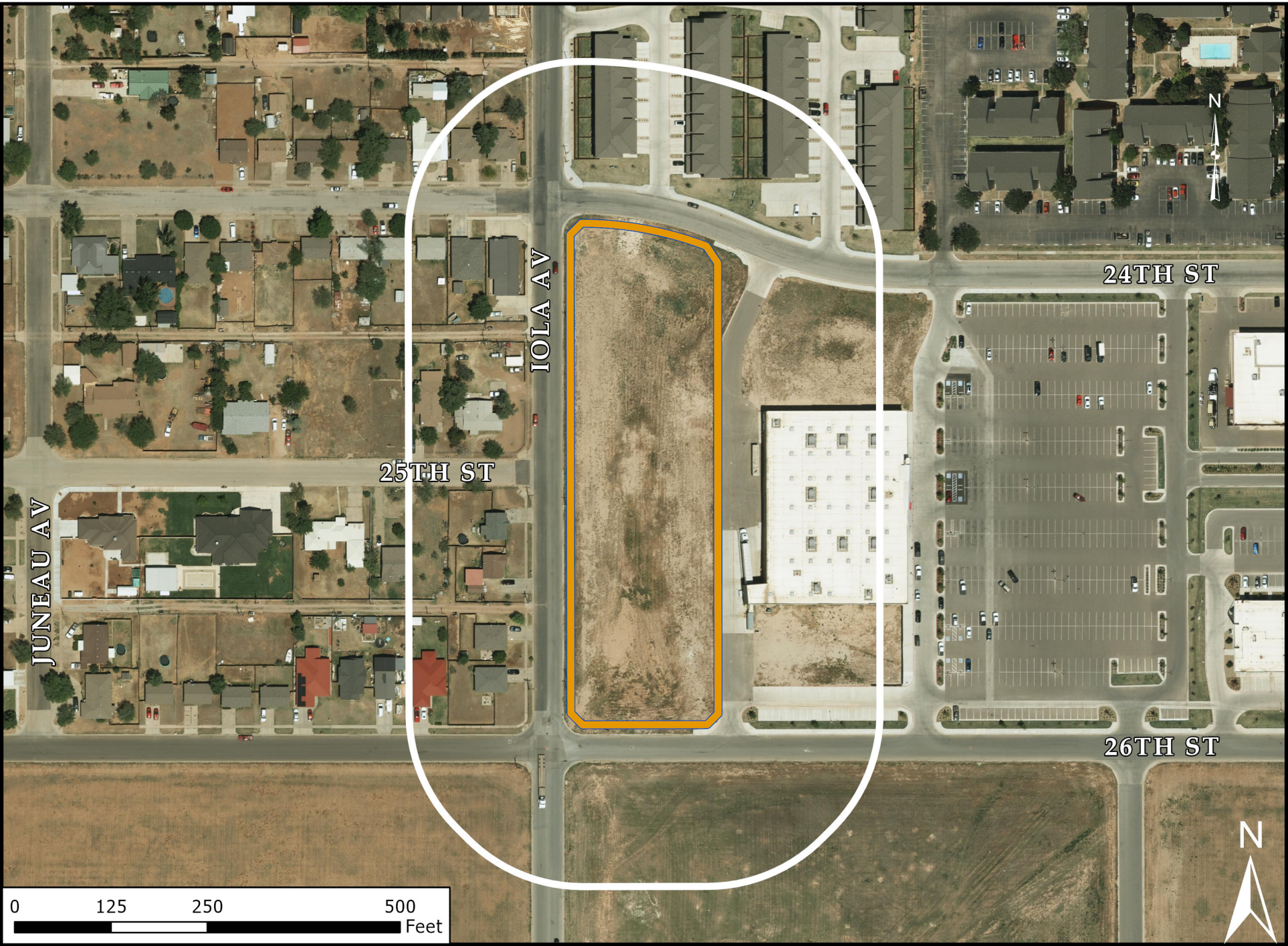
In the matter of **Zone Case 2690** a motion was made by **SUSAN TOMLISON** and seconded by **JAMES BELL** to approve the case as presented. The Commission members voted 5 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to the City Council for consideration.

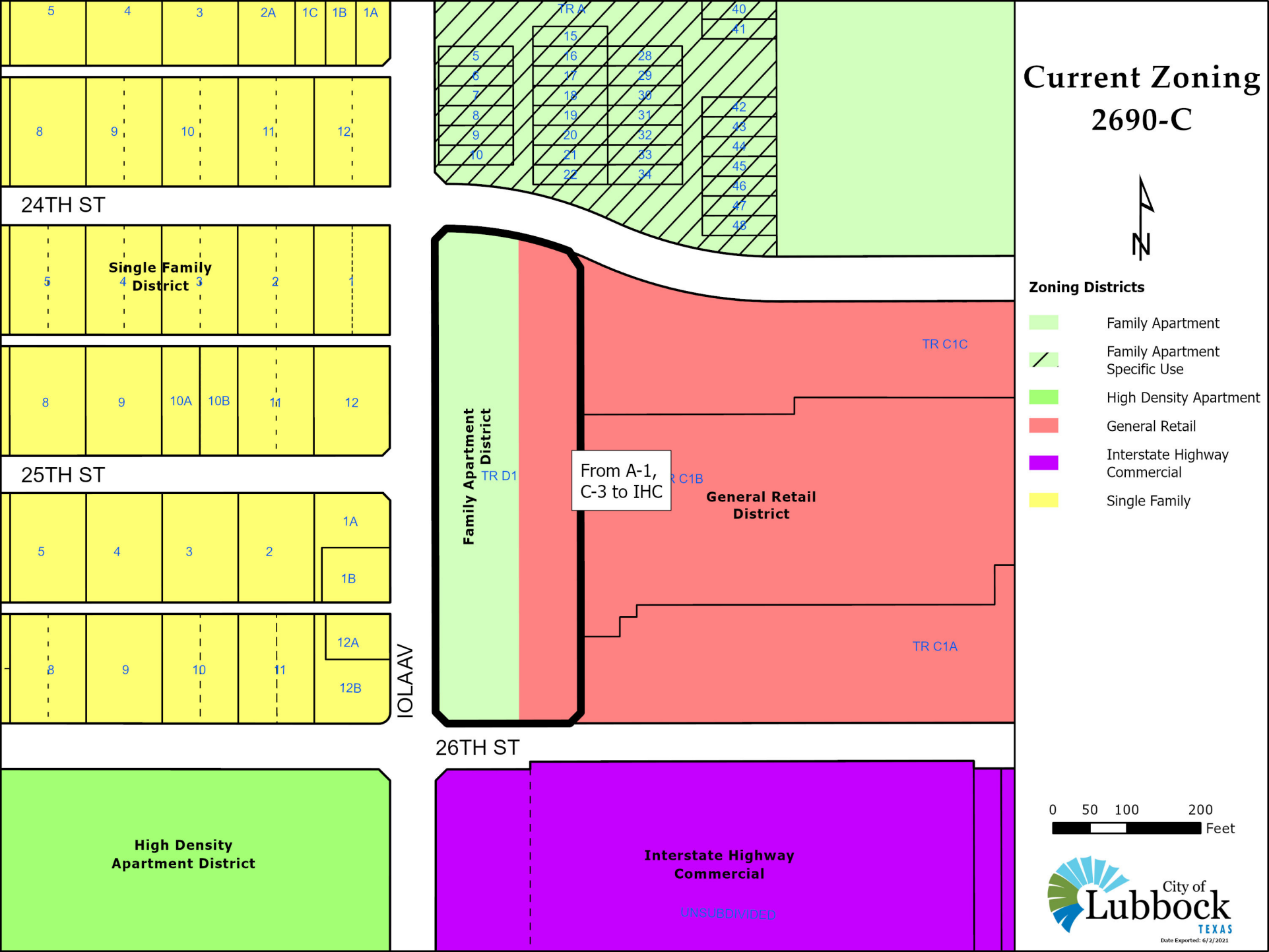
Case Number 2690-C

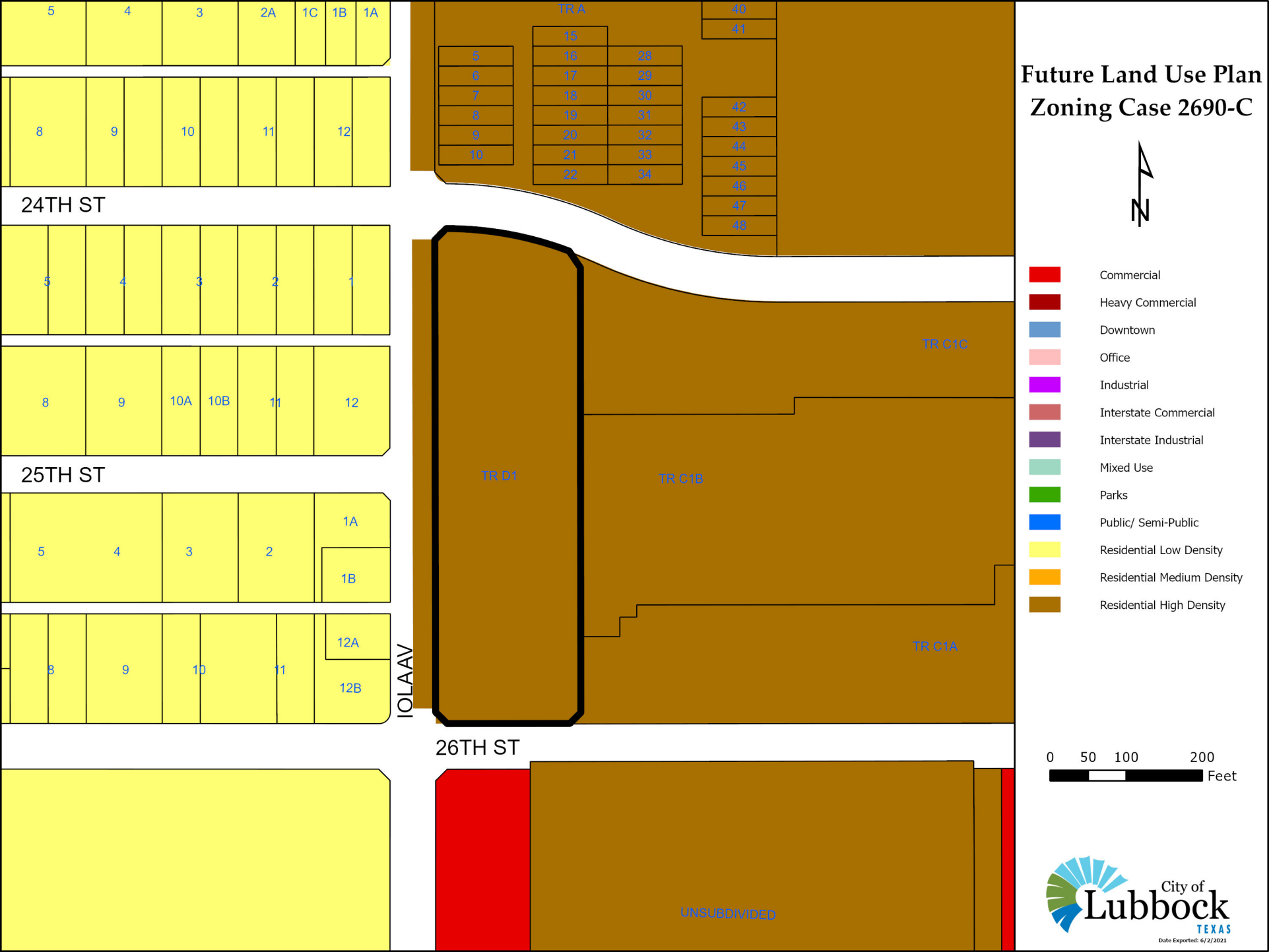



PZC Mailout
Notifications Received
N
Legend
LocatorPnt2690_C
MailoutBuffer2690_C
<all other values>
Notification Result
In Favor
No Feedback
Opposed
23RD ST
24TH ST
24TH ST
25TH ST
IOLA AVE
JUNEAU AVE
26TH ST
26TH ST
JUNEAU AVE
IOLA AVE
29TH ST
WEST LOOP 289
0
200
400
800 Feet
Created by Planning Department
Date: 6/23/2021

Case Number 2690-C




Current Zoning
2690-C
Zoning Districts
Family Apartment
Family Apartment Specific Use
High Density Apartment
General Retail
Interstate Highway Commercial
Single Family
24TH ST
25TH ST
26TH ST
IOLAAV
Single Family District
Family Apartment District
TR D1
From A-1, C-3 to IHC
General Retail District
TR C1C
TR C1A
TR C1B
High Density Apartment District
Interstate Highway Commercial
UNSUBDIVIDED
TR A
0 50 100 200
Feet
City of Lubbock TEXAS
Date Exported: 6/2/2021


Future Land Use Plan
Zoning Case 2690-C
N
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
24TH ST
25TH ST
26TH ST
IOLA AV
TR A
TR C1C
TR C1B
TR C1A
TR D1
UNSUBDIVIDED
City of Lubbock TEXAS
Date Exported: 6/2/2021

2690-C



View of the subject property to the east



View of property to the north



View of property to the south



View of property to the west

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 2501 IOLA AVENUE, LUBBOCK, TEXAS 79407

Lots/Tracts: WEST END NORTH - TRACT D-1

Survey & Abstract: _____

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 2.79

Existing Land Use: _____ Existing Zoning: A-1 & C-3

Requested Zoning: IHC

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: AMD ENGINEERING, LLC

Name: WILL STEPHENS

Address: 6515 68TH ST., SUITE 300 City: LUBBOCK State: TX

ZIP Code: 79424 Telephone: 806-771-5976 Email: WSTEPHENS@AMDENG.COM

Applicant's Signature: _____

Date: 05/26/2021 Printed Name: WILL STEPHENS

Owner Information

Firm Name: KWTHEM, LLC

Owner: TYLER PARR

Address: PO BOX 65207 City: LUBBOCK State: TX

ZIP Code: 79407 Telephone: 806-745-9718 Email: TYLER@GRACOREALESTATE.COM

Property Owner's Signature: _____

Date: 05/26/2021 Printed Name: TYLER PARR

Preparer Information

Preparer's Signature: _____

Date: 05/26/2021 Printed Name: WILL STEPHENS

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.

ZONE CHANGE APPLICATION EXHIBIT

(SHEET 2)

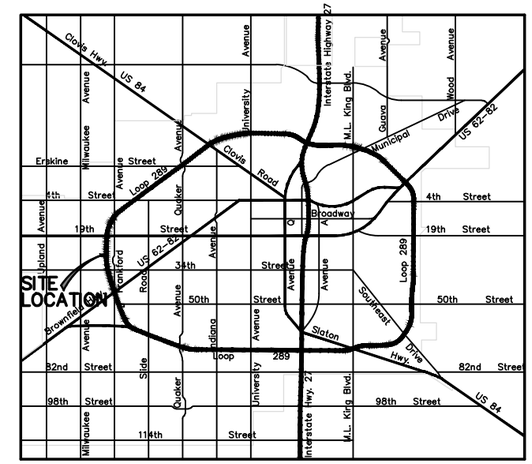
A 2.79 ACRE TRACT OF LAND LOCATED ON WEST END NORTH, TRACT D-1, LUBBOCK COUNTY, TEXAS

NOTES:
SCALE: 1" = 100'

– ZONING REQUEST TO IHC FROM A–1 AND C–3

SCALE: 1"=100'

0 50' 100' 200'



VICINITY MAP
NOT TO SCALE

AMD
CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
6515 68th Street, Suite 300
Lubbock, TX 79424
Phone: 806-771-5976
Fax: 806-771-7625
TBPE Reg. # F-9197
Accuracy - Efficiency - Integrity

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.:** ***2690-C***

In Favor ____

Opposed ✓

Reasons and/or Comments:

Print Name Ronda Norton

Signature: Ronda Norton

Address: 407 Troy Ave Lubbock Texas 79416

Address of Property Owned: 2506 Iola

Phone Number: 806-777-9063

Email: rondanorton407@hotmail.com

Zone Case Number: **2690-C** R150787

NORTON, RONDA BUCHOLTZ
407 TROY AVE

LUBBOCK TX 79416

Recipient 9 of 39

RECEIVED
JUN 23 2021
BY:

Regular City Council Meeting **7. 3.**

Meeting Date: 07/27/2021

Information

Agenda Item

Public Hearing - Planning: Consider a request for Zone Case 3047-AA, a request of AMD Engineering, LLC for George McMahan Development, LLC, for a zone change from Single Family District (R-1) Specific Use to Reduced Setback Single-Family District (R-1A) at 4718, 4719, 4720, 4721, and 4724 121st Place, located north of 122nd Street and west of Quaker Avenue, on 0.86 acres of land, The Estates at Vintage Addition, Lots 91, 92, and 94-96, 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 July 1, 2021, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Steve O'Neal, Director of Development Services
Bryan Isham, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 3047-AA
Staff Report 3047-AA
Documentation 3047-AA

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. 3047-AA; A ZONING CHANGE FROM R-1 SPECIFIC USE TO R-1A ZONING DISTRICT AT 4718, 4719, 4720, 4721, AND 4724 121ST PLACE, LOCATED NORTH OF 122ND STREET AND WEST OF QUAKER AVENUE, ON 0.86 ACRES OF LAND, THE ESTATES AT VINTAGE ADDITION, LOTS 91, 92, AND 94-96, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 3047-AA

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 **R-1 Specific Use** to **R-1A** zoning district at **4718, 4719, 4720, 4721, and 4724 121st Place, located north of 122nd Street and west of Quaker Avenue, on 0.86 acres of land, The Estates at Vintage Addition, Lots 91, 92, and 94-96,** 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:

Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3047-AA
July 1, 2021

Planning Department
City of Lubbock

Staff Report	Zone Case 3047-AA
City Council	July 27, 2021

Applicant AMD Engineering, LLC

Property Owner McMahan Development

Council District 5

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- June 23, 2005: These properties were annexed through Ordinance No. 2005-O0067 and zoned Transition (T).
- August 8, 2005, Zone Case 3047: These properties were rezoned from Transition (T) to Single-Family District (R-1) with a Specific Use through Ordinance No. 2005-O0092.
- July 1, 2021, Zone Case 3047-AA: The Planning and Zoning Commission recommended approval of a zone change to Reduced Setback Single-Family District (R-1A) by a vote of 5-0-0.

Notification Summary

- Notifications Sent: 34
- Received In Favor: 2
- Received In Opposition: 0

Site Conditions and History

The subject properties were annexed in 2005 and have remained vacant.

Adjacent Property Development

The properties to the north, east and west are zoned Single-Family District (R-1) with a Specific Use and have been developed with residential homes. The properties to the south are zoned Transition (T) and are developed with residential homes.

Zoning Request and Analysis

Item Summary

The subject properties are addressed as 4724, 4720, 4718, 4721 and 4719 121st Place and are located north of 122nd Street and west of Quaker Avenue, The Estates at Vintage Addition, Lots 94,92, 91, 95 and 96. The applicant requests a zone change from Single-Family District (R-1) with a Specific Use to Single-Family District with Reduced Setbacks (R-1A).

Current zoning: **Single-Family District (R-1) with a Specific Use**

Requested zoning: **Single-Family District with Reduced Setbacks (R-1A)**

Intent Statements

The intent of the proposed R-1A zoning is, "…to promote orderly and proper development of single-family residential units, to protect established and future single-family residential developments from inharmonious and harmful land uses, and to provide a "quality environment" for the residents of the district and city.

The intent of the current R-1 zoning is "…to promote orderly and proper development of single-family residential units; to protect established and future single-family residential developments from inharmonious and harmful land uses; and to provide a "quality environment" for the residents of the district and city.

Traffic Network/Infrastructure Impacts
The proposed rezoning location will be along 122nd Street, which is designated as a Collector by the Master Thoroughfare Plan, 2018. Collectors provide access and movement within residential, commercial, and industrial areas.

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 of residential homes.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The principles outlined in the Comprehensive Plan designates this area for "Residential Low Density" land uses. The level of intensity for R-1A is appropriate for this area. The Future Land Use Plan designates the surrounding properties for Residential Low Density use. The R-1A zoning is consistent with the Future Land Use Plan and is appropriate next to the established development of residential homes.

Conformance with Zoning Ordinance
The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other residential 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 R-1A 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 documentation

Staff Contacts

Ashley Vasquez
Planner
Planning Department
806-775-2107
ashleyvasquez@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3047-AA

Allowable Uses: Single-Family District with Reduced Setbacks R-1A

Transportation: The proposed development has points of access from 122nd Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
122nd Street, *Collector, Not Completed*	R.O.W. 64 feet, two-lane, undivided, paved	R.O.W. 64 feet, three-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

Case 3047-AA: AMD Engineering, LLC for McMahan Development

Request for a zone change from Single Family District (R-1) Specific Use to Reduced Setback Single-Family District (R-1A) at:

- 4718, 4719, 4720, 4721, and 4724 121st Place, located north of 122nd Street and west of Quaker Avenue, on 0.86 acres of land, The Estates at Vintage Addition, Lots 91, 92, and 94-96.

PLANNER ASHLEY VASQUEZ stated there were thirty-four (34) notifications sent out and one (1) returned in favor. In 2005, these properties were part of the original zone case for Vintage Township, which has design standards. In 2013, the properties to the west were rezoned to not be subject to the design standards of Vintage Township and these properties were not included. Staff shared maps, photos, the staff report, and explained the surrounding zoning around the subject area. Staff recommends approval of the request.

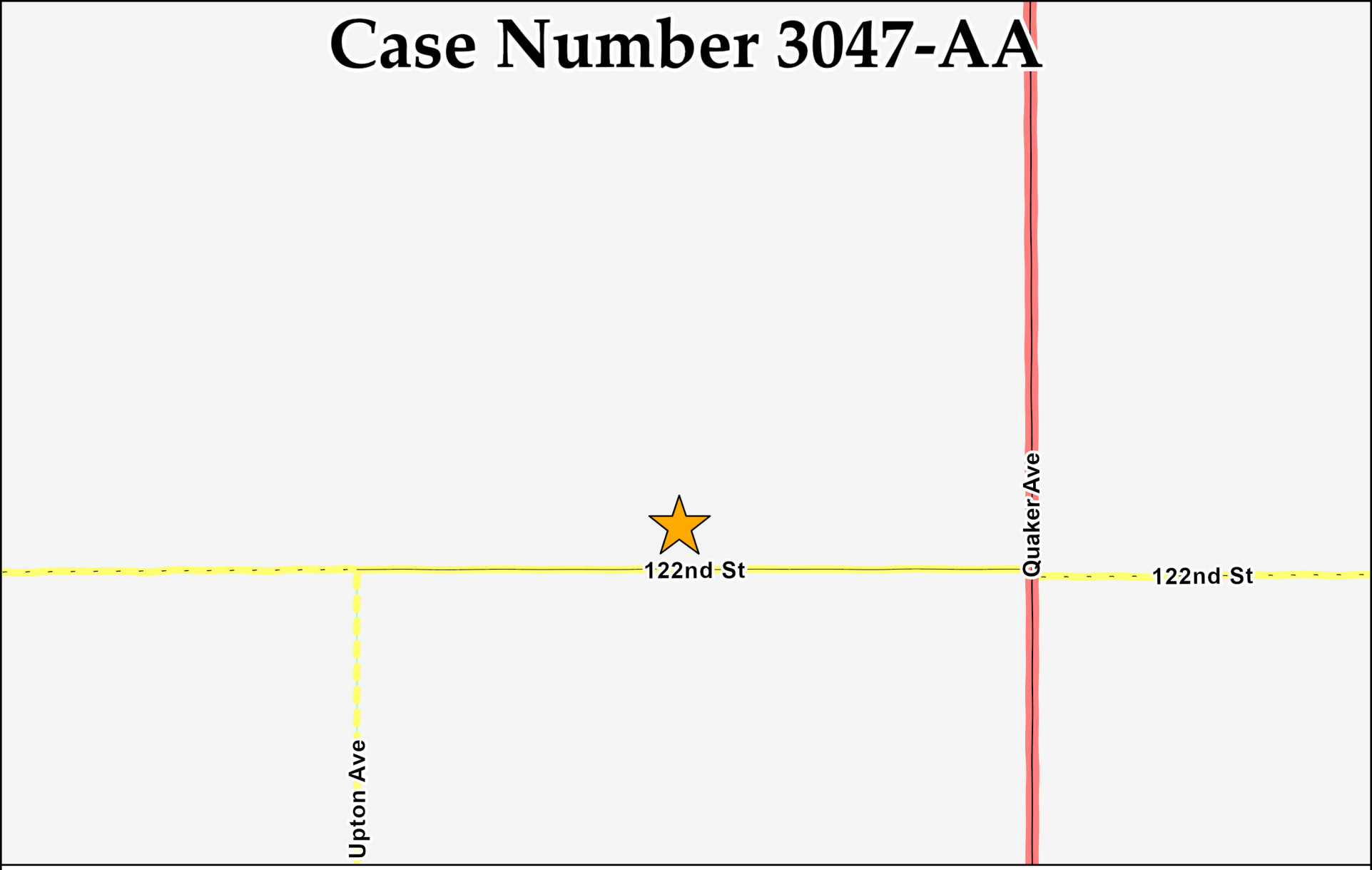
APPLICANT CORY DULIN AMD Engineering, 6515 68th Street, representing George McMahan advised they want to clean up the zoning on the lots.

JAMES MCKINZIE 4601 122nd Street stated that he is directly south of the properties and it appears R-1A would allow a more dense area of residences and more people. Mr. Dulin explained that the existing zoning is for Vintage Township which is more dense than R-1A.

No one spoke in favor of the request.

In the matter of Zone Case **3047-AA** a motion was made by **JAMES BELL** seconded by **SUSAN TOMLISON** to approve the case as presented. The Commission members voted 5 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to the City Council for consideration.

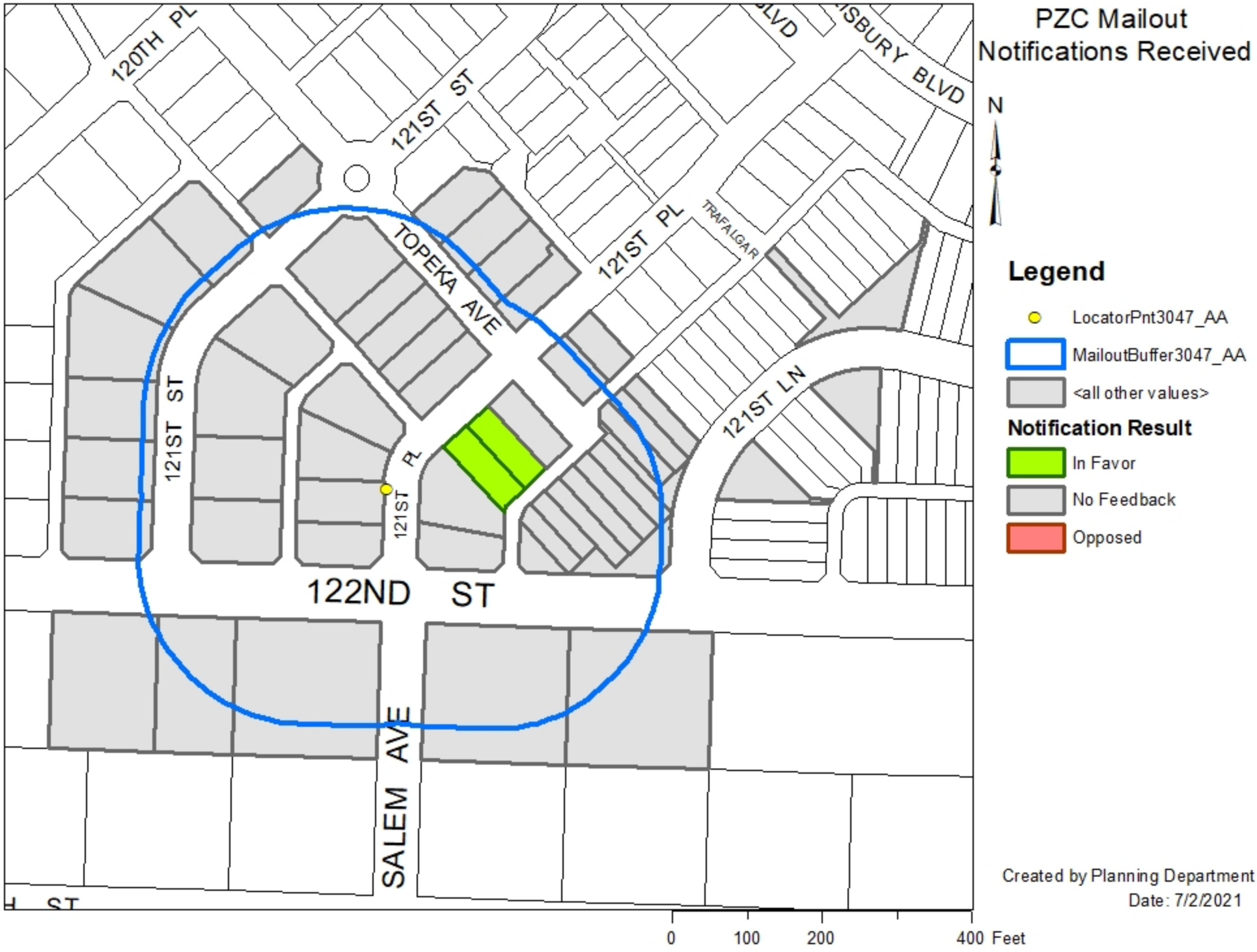
Case Number 3047-AA

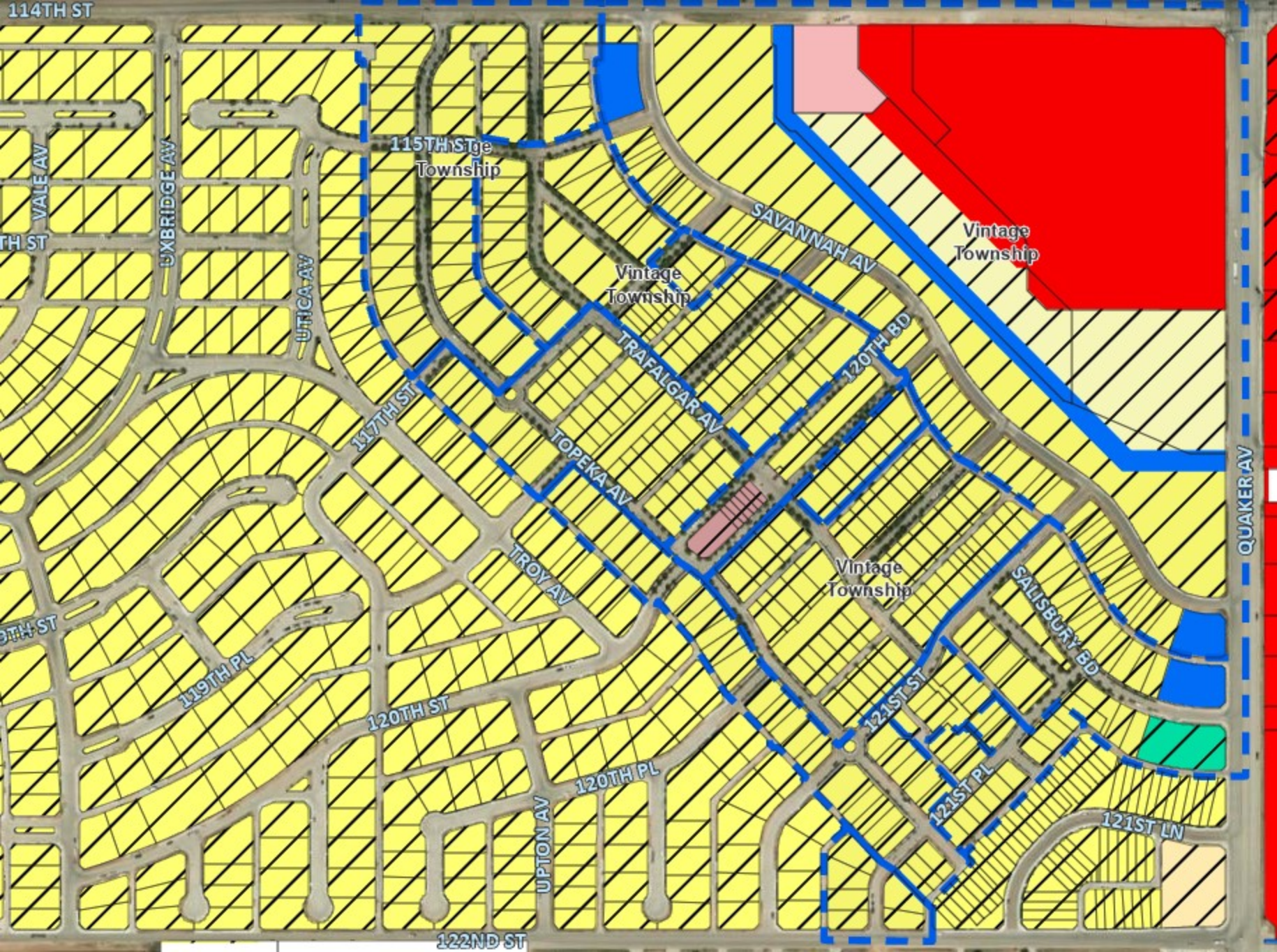


Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

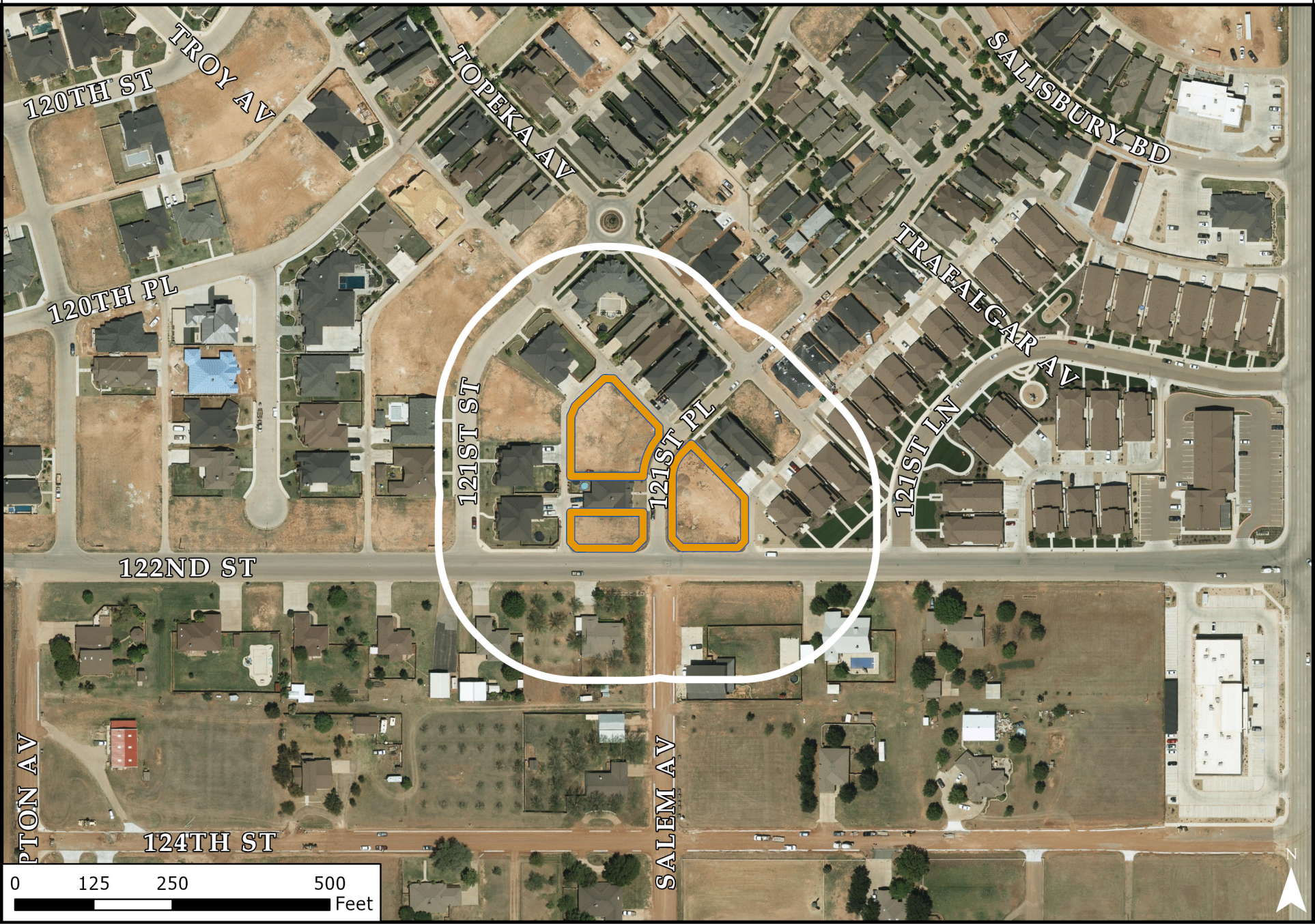
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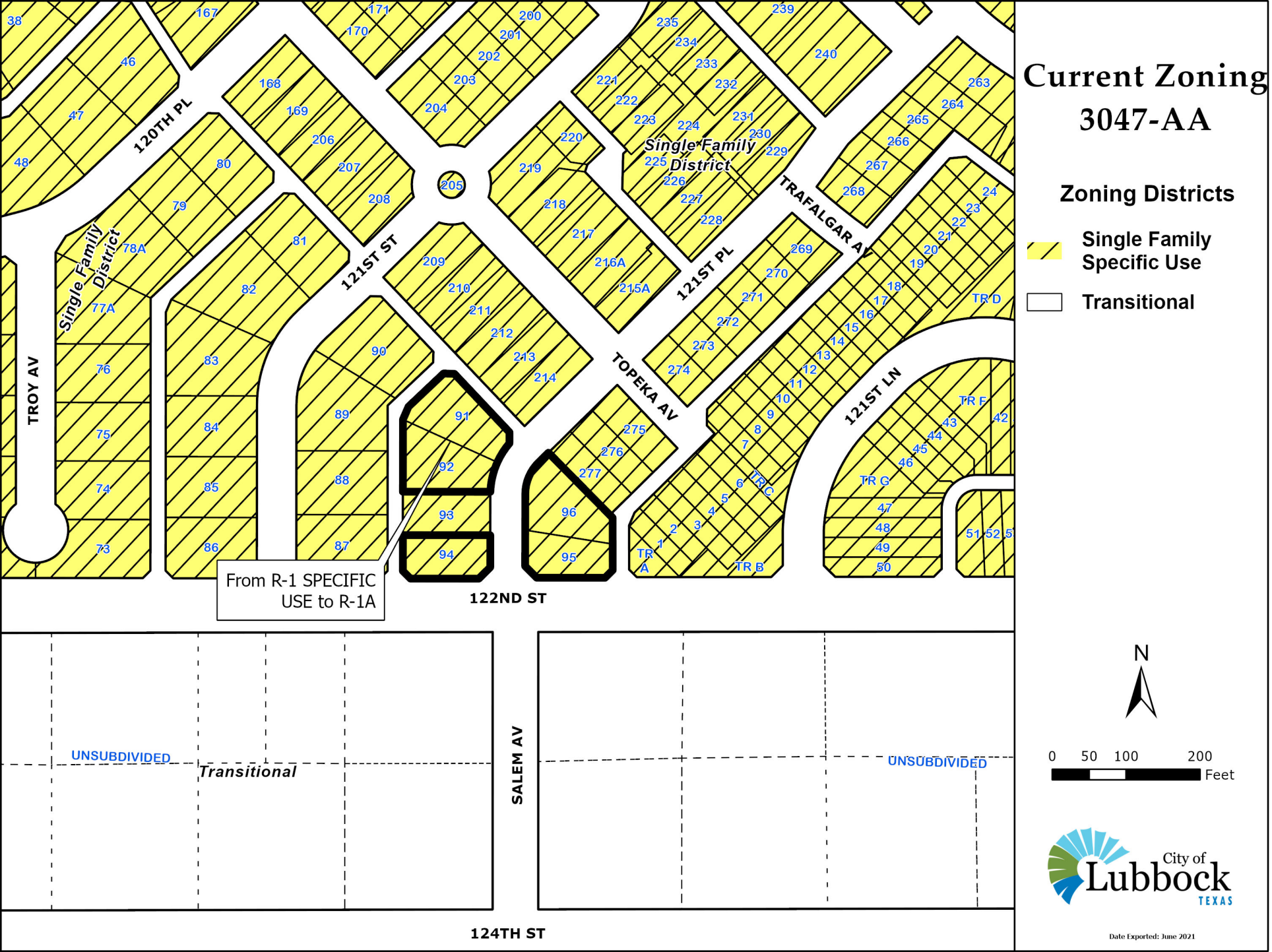
Date Exported: June 2021

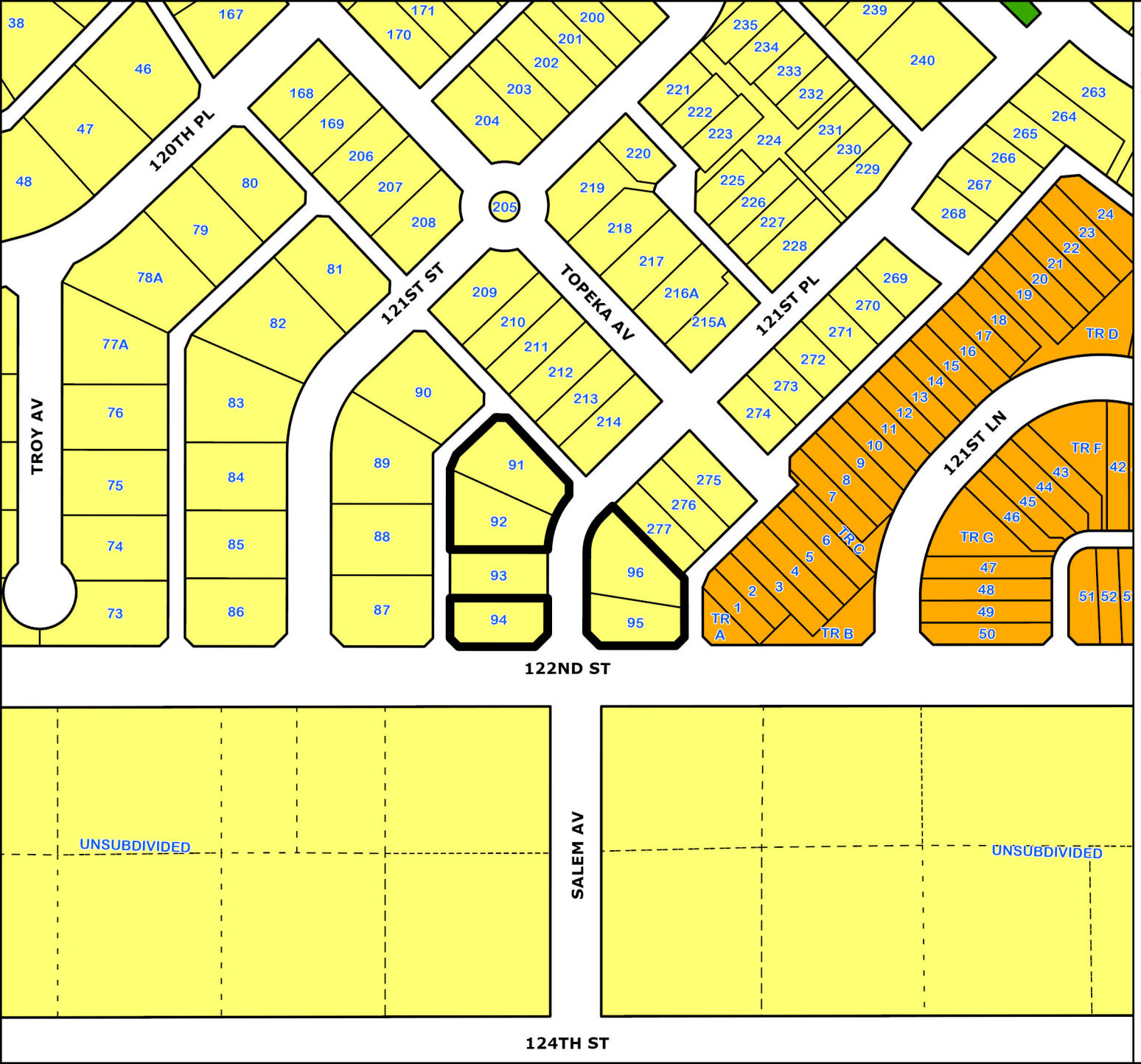

PZC Mailout
Notifications Received
N
Legend
LocatorPnt3047_AA
MailoutBuffer3047_AA
<all other values>
Notification Result
In Favor
No Feedback
Opposed
120TH PL
121ST ST
TRAFALGAR BLVD
121ST PL
TOPEKA AVE
121ST LN
121ST ST
121ST PL
122ND ST
SALEM AVE
Created by Planning Department
Date: 7/2/2021
0
100
200
400 Feet


114TH ST
VALE AV
UXBRIDGE AV
UTICA AV
115TH STge
Township
SAVANNAH AV
Vintage
Township
Vintage
Township
TRAFALGAR AV
120TH RD
117TH ST
TOPEKA AV
TROY AV
Vintage
Township
SALISBURY RD
QUAKER AV
119TH PL
120TH ST
121ST ST
120TH PL
121ST PL
121ST LN
UPTON AV
122ND ST

Case Number 3047-AA




Current Zoning
3047-AA
Zoning Districts
Single Family Specific Use
Transitional
From R-1 SPECIFIC USE to R-1A
Single Family District
Single Family District
Transitional
UNSUBDIVIDED
UNSUBDIVIDED
TROY AV
120TH PL
121ST ST
121ST PL
TRAFALGAR AV
TOPEKA AV
121ST LN
SALEM AV
122ND ST
124TH ST
TR A
TR B
TR C
TR D
TR E
TR G
N
0 50 100 200
Feet
City of Lubbock TEXAS
Date Exported: June 2021



Future Land Use Plan
Case 3047-AA

Future Land Use Type

- 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

N

0 50 100 200 Feet

City of Lubbock TEXAS

Date Exported: June 2021

3047-AA



North view on west side



North view on east side



South view on west side



South view on east side

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: NE/NW CORNER OF OF THE INTERSECTION OF 122ND STREET AND 121ST. PLACE.

Lots/Tracts: 91-96

Survey & Abstract: THE ESTATES AT VINTAGE

Metes and Bounds Attached: Yes ☐ No ☑ Total Acreage of Request: 1.01

Existing Land Use: _____ Existing Zoning: VINTAGE TOWNSHIP DESIGN DISTRICT

Requested Zoning: R-1A

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: AMD ENGINEERING, LLC

Name: WILL STEPHENS

Address: 6515 68TH STREET, SUITE 300 City: LUBBOCK State: TX

ZIP Code: 79424 Telephone: 806-771-5976 Email: WSTEPHENS@AMDENG.COM

Applicant's Signature: _____

Date: 06/08/2021 Printed Name: WILL STEPHENS

Owner Information

Firm Name: MCMAHAN DEVELOPMENT

Owner: GEORGE MCMAHAN

Address: 7703 LA SALLE AVE City: LUBBOCK State: TX

ZIP Code: 79424 Telephone: 806-790-8007 Email: GEORGEHMCMAHAN@ME.COM

Property Owner's Signature: _____

Date: 06/08/2021 Printed Name: GEORGE MCMAHAN

Preparer Information

Preparer's Signature: _____

Date: 06/08/2021 Printed Name: WILL STEPHENS

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.

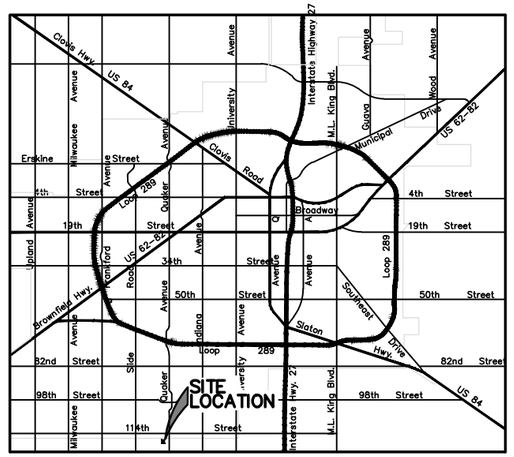
ZONE CHANGE APPLICATION EXHIBIT

1.01 ACRES OF LAND, LOTS 91-96, LOCATED IN THE ESTATES AT VINTAGE PLAT LUBBOCK COUNTY, TEXAS

NOTES:
SCALE: 1" = 100'

– ZONING REQUEST R–1A FROM VINTAGE TOWNSHIP DESIGN DISTRICT





VICINITY MAP
NOT TO SCALE

SCALE: 1" = 100'

0 50' 100' 200'

AMD
CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
6515 68th Street, Suite 300
Lubbock, TX 79424
Phone: 806-771-5976
Fax: 806-771-7625
TBPE Reg. # F-9197
Accuracy - Efficiency - Integrity

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.:** ***3047-AA***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name JOHN LAREN CRAIG

Signature: [signature]

Address: 4001 - 126TH STREET LUBBOCK, TX 79423

Address of Property Owned: 4718 - 121ST PLACE

Phone Number: 806 - 789-3520

Email: JLCRAIG@GGREENSTREET.COM

Zone Case Number: **3047-AA** R318396 Recipient 29 of 34
CRAIG, JOHN LAREN
4001 126TH ST

LUBBOCK TX 79423

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.:** ***3047-AA***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Julie Wright Ligon, Trustee

Signature: Julie Wright Ligon

Address: 3005 Creeks Edge Pkwy, Austin TX 78733

Address of Property Owned: 4715 121st Place Lubbock TX 79424

Phone Number: 512-773-3475

Email: jligon@austin.rr.com

Zone Case Number: **3047-AA** R318392 Recipient 24 of 34
WRIGHT MARY MELINDA TRUST
% JULIE ANN WRIGHT LIGON TRUSTEE
3005 CREEKS EDGE PKWY

AUSTIN TX 78733

RECEIVED
JUL 02 2021
BY:

Regular City Council Meeting **7. 4.**

Meeting Date: 07/27/2021

Information

Agenda Item

Public Hearing - Planning: Consider a request for Zone Case 3436, a request of MD Rahman, for a zone change from Single-Family District (R-1) to General Retail District (C-3), at 3301 East 4th Street, located north of East 4th Street, east of Idalou Road, Moore-Elliston Addition, Block 1, Lot 9, 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 July 1, 2021, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Steve O'Neal, Director of Development Services
Bryan Isham, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 3436
Staff Report 3436
Documentation 3436

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. 3436; A ZONING CHANGE FROM R-1 TO C-3 ZONING DISTRICT AT 3301 EAST 4TH STREET, LOCATED NORTH OF EAST 4TH STREET, EAST OF IDALOU ROAD, MOORE-ELLISTON ADDITION, BLOCK 1 LOT 9, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 3436

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 **R-1** to **C-3** zoning district at **3301 East 4th Street, located north of East 4th Street, east of Idalou Road, Moore-Elliston Addition, Block 1 Lot 9,** 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:

_____
Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3436
July 1, 2021

Planning Department
City of Lubbock

Staff Report	Zone Case 3436
City Council Meeting	July 27, 2021

Applicant MD Rahman

Property Owner MD Rahman

Council District 2

Recommendations
- Staff recommends Approval.

Prior Board or Council Action
- October 22, 1954: This property was annexed through Ordinance No. 1595 and zoned Single-Family District (R-1).
- March 22, 1982, Variance Case 1038: This property was granted a variance to vary the side setback requirement for a sign from 72.5 feet to 20 feet, and the front setback requirement from 27.88 feet to 12 feet.
- July 1, 2021, Zone Case 3436: The Planning and Zoning Commission recommended approval of a zone change to General Retail District (C-3) by a vote of 5-0-0.

Notification Summary
- Notifications Sent: 10
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History
The subject property was annexed in 1954 and has remained vacant.

Adjacent Property Development
The properties to the northeast of the subject property are zoned General Retail District (C-3) and are vacant. The properties to the northwest and west are zoned Commercial District (C-4) and are developed with commercial buildings. The property to the south is zoned Family Apartment District (A-1) and is vacant. The property to the east is zoned R-1 and is also vacant.

Zoning Request and Analysis
Item Summary
The subject property is addressed as 3301 East 4th Street and is located north of 4th Street and southeast of Idalou Road. The applicant requests to rezone the subject property from R-1 to C-3.

Current zoning: **Single-Family District (R-1)**

Requested zoning: **General Retail District (C-3)**

Intent Statements
The intent of the current R-1 zoning is "…to promote orderly and proper development of single-family residential units; to protect established and future single-family residential developments from inharmonious and harmful land uses; and to provide a "quality environment" for the residents of the district and city."

The intent of the proposed 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."

Traffic Network/Infrastructure Impacts
The proposed rezoning location is along East 4th Street and Idalou Road, which are both designated as Minor Arterials by the Master Thoroughfare Plan, 2018. Arterials are continuous routes whose function is to serve high volume needs of local traffic and regional traffic (Comprehensive Plan, Page 86). 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 property to the northeast is currently zoned C-3 and the properties to the northwest and west are zoned C-4.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The principles outlined in the Comprehensive Plan designates this area for "Light Commercial/Retail", and the proposed rezoning is in conformance with the standards as outlined in the Comprehensive Plan.

Conformance with Zoning Ordinance
The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other commercial and residential 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 C-3 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

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3436

Allowable Uses: General Retail District (C-3)

Transportation: The proposed development has points of access from East 4th Street and Idalou Road.

Thoroughfare	Existing	Per Thoroughfare Development Plan
East 4th Street *Partial Minor Arterial*	R.O.W. 80 feet, two-lane, undivided, paved	R.O.W. 80 feet, two-lane, undivided, paved
Idalou Road *Minor Arterial, Completed*	R.O.W. 110 feet, four-lane, undivided, paved	R.O.W. 110 feet, four-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

Case 3436: MD Rahman

Request for a zone change from Single-Family District (R-1) to General Retail District (C-3), at:

- 3301 East 4th Street, located north of East 4th Street, east of Idalou Road, Moore-Elliston Addition, Block 1 Lot 9.

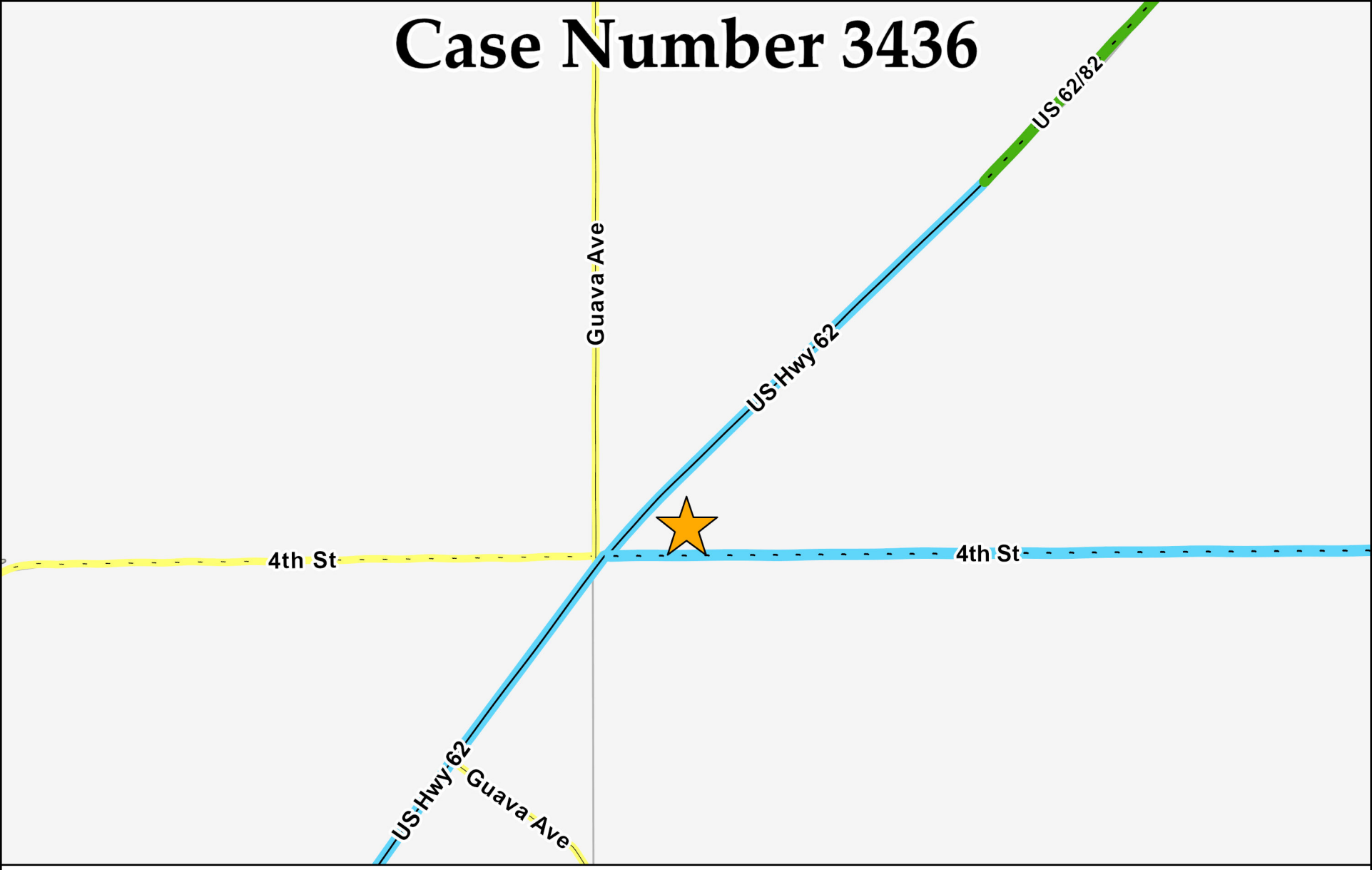
PLANNER JACOB HAWKINS stated there were ten (10) notifications sent out with no returns. Staff advised there is residential to the east and commercial to the west. The applicant is proposing to construct a small retail store on the subject property. Staff shared maps, photos, the staff report, and explained the surrounding zoning around the subject area. Staff recommends approval of the request.

APPLICANT MD RAHMAN 2430 Tupla Lane in Kentucky, stated he wants to put a small retail store on the property.

No one spoke in favor or in opposition of the request.

In the matter of Zone Case **3436** a motion was made by **TANNER NOBLE** and seconded by **JAMES BELL** to approve the case as presented. The Commission members voted 5 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to the City Council for consideration.

Case Number 3436



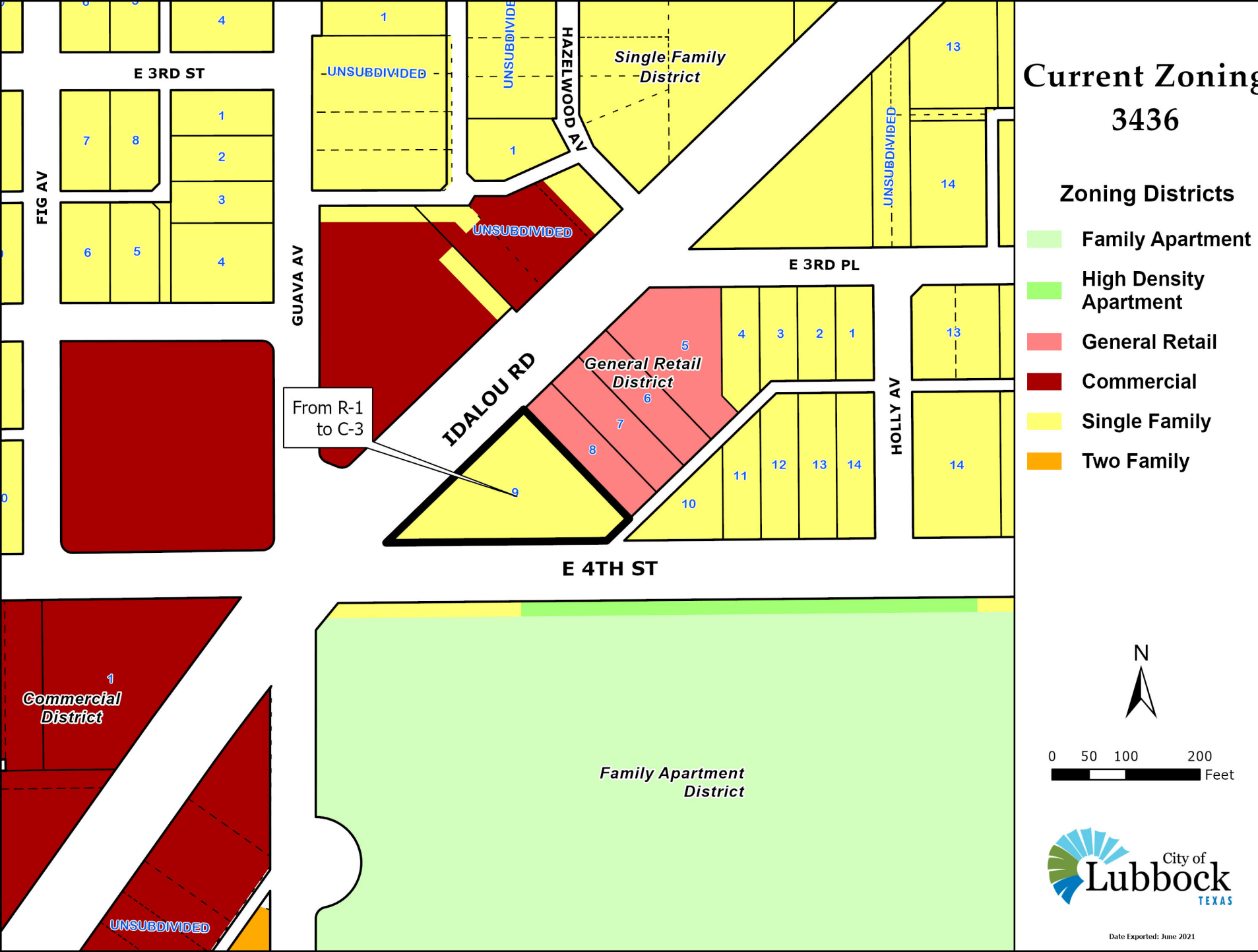
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

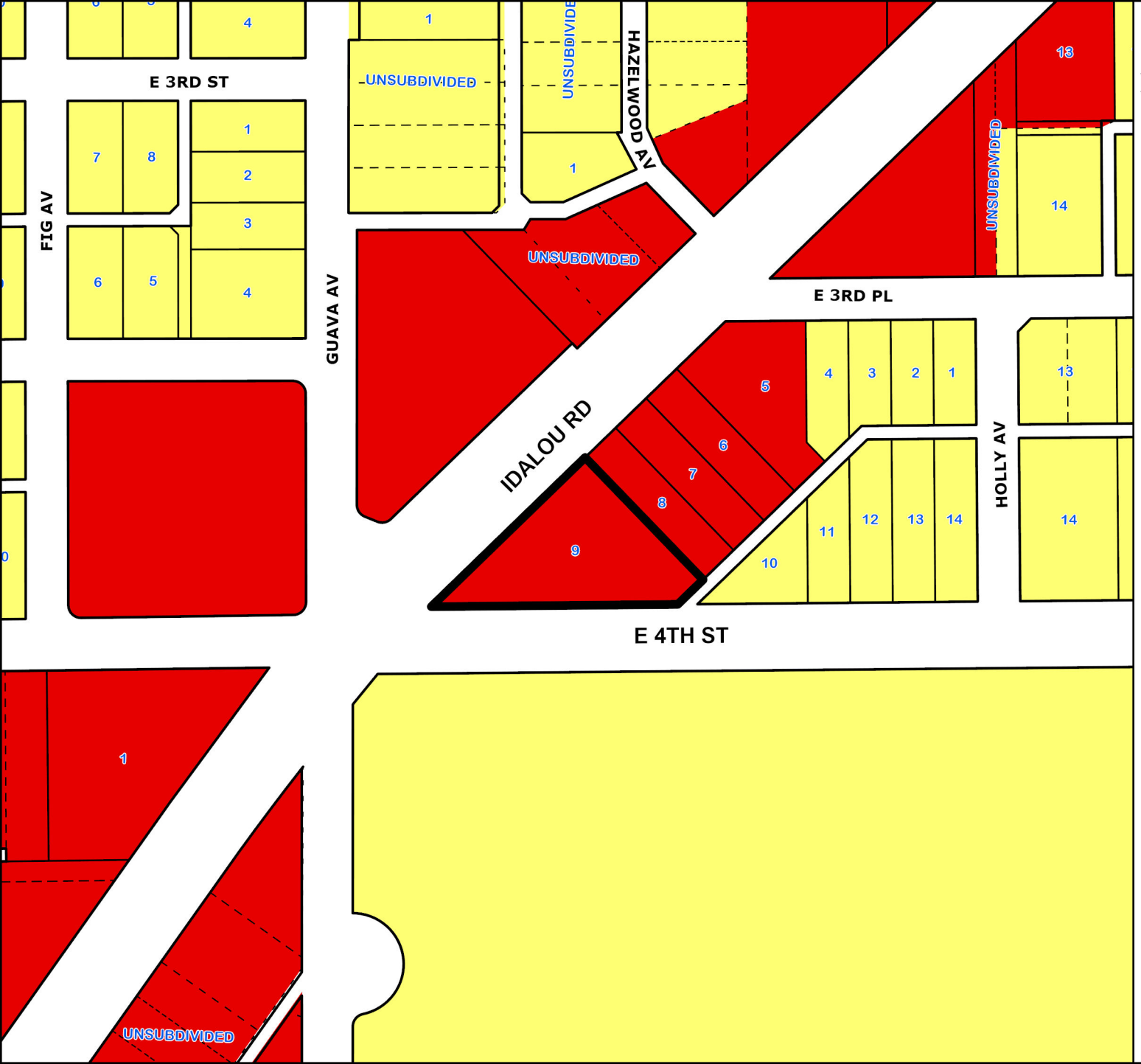
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Date Exported: June 2021

Case Number 3436




E 3RD ST
FIG AV
GUAVA AV
HAZELWOOD AV
UNSUBDIVIDED
Single Family District
E 3RD PL
HOLLY AV
IDALOU RD
From R-1 to C-3
General Retail District
E 4TH ST
Commercial District
Family Apartment District
Current Zoning
3436
Zoning Districts
Family Apartment
High Density Apartment
General Retail
Commercial
Single Family
Two Family
N
0 50 100 200
Feet
City of Lubbock TEXAS
Date Exported: June 2021



Future Land Use Plan
Case 3436

Future Land Use Type

- 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

N

0 50 100 200 Feet

City of Lubbock TEXAS

Date Exported: June 2021

3436



View of subject property. View north.



View of adjacent property. View west.



View of adjacent properties. View east.



View of adjacent property. View south.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 3301 E 4TH ST, LUBBOCK, TX 79403

Lots/Tracts: 09

Survey & Abstract: MOORE ELLISTON BLK 1 L 9

Metes and Bounds Attached: Yes ☐ No ☑ Total Acreage of Request: 0.6749

Existing Land Use: Vacant Existing Zoning: R1

Requested Zoning: C3

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

Representative/Agent Information (if different from owner)

Firm Name:

Name:

Address: City: State:

ZIP Code: Telephone: Email:

Applicant's Signature:

Date: Printed Name:

Owner Information

Firm Name:

Owner: MD RAHMAN

Address: 2413 TREE TOP LANE City: HEBRON State: KY

ZIP Code: 41048 Telephone: 571-501-0165 Email: mhabibrhmn96@gmail.com

Property Owner's Signature:

Date: 05/05/2021 Printed Name: MD RAHMAN

Preparer Information

Preparer's Signature:

Date: 05/05/2021 Printed Name: MD RAHMAN

For City Use Only

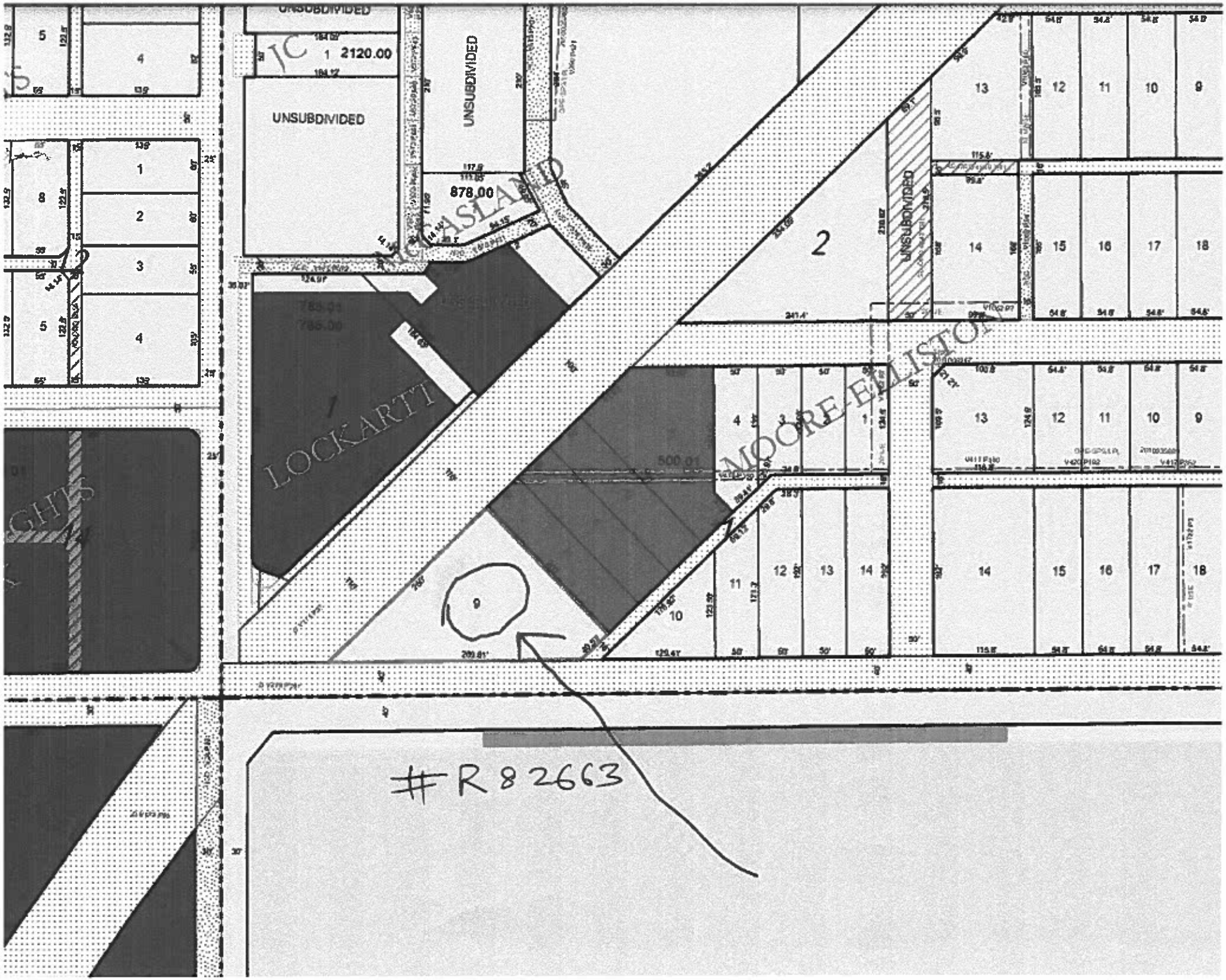
Zone Case No: 3436 Planning and Zoning Commission Date: 7/1/21

Request for zoning change from: To:

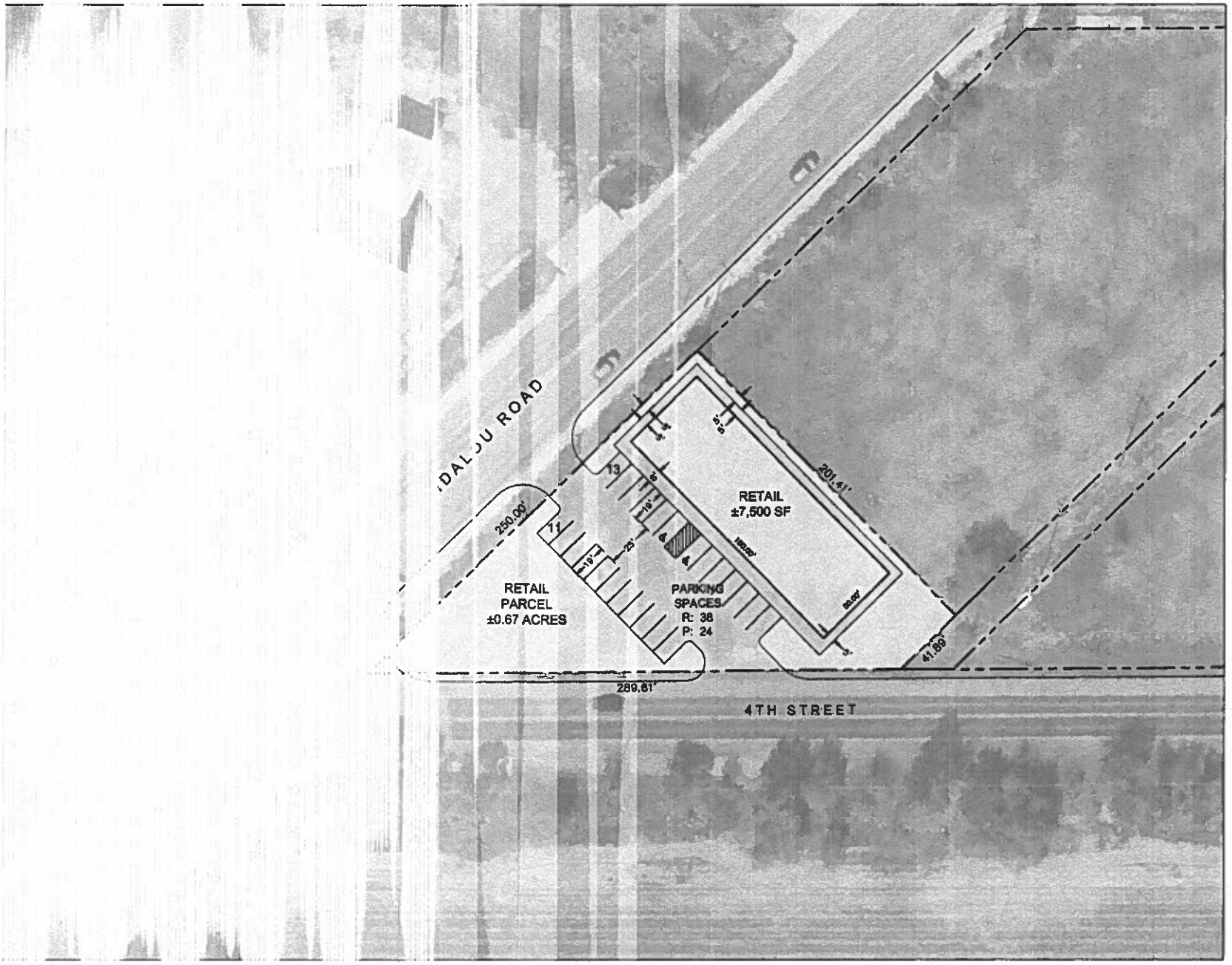
Lots: Blocks:

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.


UNSUBDIVIDED
2120.00
UNSUBDIVIDED
UNSUBDIVIDED
878.00
MCCASLAND
LOCKARTT
MOORE-EMISTON
UNSUBDIVIDED
#R82663

R82663



Kirk Development Services
9500 Summit Court
Fairview, Texas 75069
(214) 488-4288

PROJECT INFORMATION

SITE AREA

RETAIL PARCEL	±0.67 ACRES

BUILDING AREA

RETAIL	7,500 SF

PARKING SUMMARY

USER	RATIO REQUIRED	SPACES REQ'D	SPACES PROV'D
RETAIL	1/200 SF	38	24

BUILDING COVERAGE RATIO

TOTAL BUILDING AREA = 7,500 SF
TOTAL SITE AREA = 29,304.1 SF (±0.67 AC)
RATIO = 25.58

ZONING CLASSIFICATION

JURISDICTION	CITY OF LUBBOCK
EXISTING ZONING	TBV
REQUIRED ZONING	TBV

PROJECT NOTES

1. THIS CONCEPTUAL SITE PLAN IS FOR PLANNING PURPOSES ONLY. SITE SPECIFIC INFORMATION SUCH AS EXISTING CONDITIONS, ZONING, PARKING LANDSCAPE REQUIREMENTS MUST BE VERIFIED.
2. THIS SITE PLAN IS BASED ON AERIAL PHOTO DATA.
3. ALL CURB CUTS AND TRAFFIC SIGNALS SHOWN, EXISTING AND PROPOSED, MUST BE VERIFIED.

DRAWING ISSUE/REVISION RECORD

DATE	ISSUE/REVISION	INITIALS
4/29/21	SCHEME 1	JMH

LUBBOCK
TX
IDALOU ROAD
& 4TH STREET

SCALE: 1"=30'
0 15 30 60

SCHEME 1

Dated: 05/1/2021

To

The Planning Commission

Lubbock Planning Department

Lubbock, Texas 79457

Dear Sir/Madam,

With due respect I am the owner of the property located at 3301 E 4th Street, Lubbock, TX 79403 (Lot 09), The LCAD TAX ID number is R82663, the appx acreage is 0.6749. At present, the land is zoning as R1, and I am applying to change it to C3 for small Retails stores.

I am planning to build some Retails stores after the Zoning will be completed sooner.

Thank you very much to consider this matter.

Sincerely,

MD Rahman

2413 Tree Top Lane, Hebron, KY 41048

Cell Phone: 571-501-0165

Email: mhabibrhmn96@gmail.com

Attached:

1. Signed Application
2. Sample Architectural design
3. Cheque $475 #190

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

Meeting Date: 07/27/2021

Information

Agenda Item

Public Hearing - Planning: Consider a request for Zone Case 3438, a request of Abacus Engineering Surveying for Ramona Prater and The Estate of Charles Prater, for a zone change from Transition District (T) to High-Density Apartment District (A-2), generally located north of 114th Street and east of University Avenue, on 9.664 acres of unplatted land out of Block E, Section 10, 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 July 1, 2021, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Steve O'Neal, Director of Development Services
Bryan Isham, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 3438
Staff Report 3438
Documentation 3438

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. 3438; A ZONING CHANGE FROM T TO A-2 ZONING DISTRICT GENERALLY LOCATED NORTH OF 114TH STREET AND EAST OF UNIVERSITY AVENUE, ON 9.664 ACRES OF UNPLATTED LAND OUT OF BLOCK E, SECTION 10, 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. 3438

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from T to **A-2** zoning district **generally located north of 114th Street and east of University Avenue, on 9.664 acres of unplatted land out of Block E, Section 10,** City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Bryan Isham, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3438
July 1, 2021

ABACUS ENGINEERING
SURVEYING
Texas Surveying No. 101153-00
Texas Engineering Firm No. 4368

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670

"Count on it"

Exhibit A:

FIELD NOTES on a 9.664 Acre Tract out of the Southwest Quarter (SW/4) of Section 10, Block E, Lubbock County, Texas being further described by metes and bounds as follows:

BEGINNING at a point in the West line of Section 10 having Texas North Central Zone Coordinates (NAD 83, 2011, Epoch 2010.0000) of North: 7242455.28, East: 941186.10 for the Southwest corner of this tract from which the Southwest corner of Section 10 bears S 01° 47' 36" W(Texas North Central Zone Bearing Basis), 660.00 feet;

THENCE N 01°47'36" E, with the West line of Section 10, a distance of 637.63 feet to the Northwest corner of this tract;

THENCE S 88°13'56" E, with the South line of several tracts which are part of an unrecorded subdivision known as Prater Subdivision, at 55.00 feet pass a set 1/2" iron rod with green cap marked RPLS 4460, hereinafter referred to as Abacus Cap, in all 660.00 feet to a found Abacus Cap for the Northeast corner of this tract;

THENCE S 01°47'36" W, 638.04 feet to a set Abacus Cap for the Southeast corner of this tract;

THENCE N 88°11'46" W, at 605.00 feet pass a set Abacus Cap, in all 660.00 feet to the PLACE of BEGINNING and containing 9.664 acres including any Right of Way.

Jonathan M. Cieszinski, RPLS 4460
These notes are based on a Survey made on the ground May 24, 2021
May 27, 2021



Staff Report	Zone Case 3438
City Council Meeting	July 27, 2021

Applicant Abacus Engineering Surveying

Property Owner Ramona Prater and The Estate of Charles Prater

Council District 4

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- August 22, 1979: This property was annexed through Ordinance No. 007900 and zoned Transition (T).
- July 1, 2021: The Planning and Zoning Commission recommended approval of a zone change to High Density Apartment District (A-2) by a vote of 5-0-0.

Notification Summary

- Notifications Sent: 18
- Received In Favor: 1
- Received In Opposition: 0

Site Conditions and History

The subject property was annexed in 1979 and has since remained undeveloped and unsubdivided.

Adjacent Property Development

The properties to the west are zoned Two-Family District (R-2) and developed with duplex housing. Property to the southwest is zoned Family Apartment District (A-1) and developed with apartments. Property to the north is zoned T and developed with light commercial. Property to the south is undeveloped and unsubdivided land zoned T. Lastly, property to the east is undeveloped vacant land, outside city limits in the ETJ.

Zoning Request and Analysis

Item Summary

The subject property is generally located north of 114th Street and east of University Avenue. The applicant requests to rezone 9.664 acres of unplatted land out of Block E, Section 10 from Transition District (T) to High-Density Apartment District (A-2).

Current zoning: **Transition (T)**

Requested zoning: **High-Density Apartment District (A-2)**

Intent Statements

The intent of the current T zoning is, "… to protect existing and future development in newly annexed territory until the proper zone classification can be determined and established by zone change."

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. When proposed development in this district is adjacent to "RR," "R-1," "R-1A," or "R-2" zoned property, the

proposed development shall be designed to provide for maximum compatibility with the adjacent development. Architectural design, landscaping, screening and parking areas shall be properly provided to ensure maximum protection of lower-density uses."

Traffic Network/Infrastructure Impacts
The proposed rezoning location is along University Avenue, which is designated as a Principal Arterial by the Master Thoroughfare Plan. This type of road has very high intensity of traffic and higher-intensity uses along this roadway should be encouraged. This type of roadway would be able to handle the traffic associated with the uses in the A-2 zoning district.

Compatibility with Surrounding Property
The proposed zoning is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The principles outlined in the Comprehensive Plan designates this area for "Commercial/Light Retail" and notes that land uses in these areas can take numerous forms depending on context. While not consistent with this designation, the uses in the A-2 district are compatible with the adjacent existing uses and adheres to the intent of the Comprehensive Plan 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 residential and apartment 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. Aerial Map
D. Zoning Map
E. Future Land Use Map
F. Photos
G. Application and supporting documentation

Staff Contacts

Shane Spencer
Planner
Planning Department
806-775-2103
sspencer@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3438

Allowable Uses: High-Density Apartment District (A-2)

Transportation: The proposed development has points of access from University Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
University Avenue *Principal Arterial, Partial*	R.O.W. 40 feet, two-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

Case 3438: Abacus Engineering Surveying for Ramona Prater and The Estate of Charles Prater

Request for a zone change from Transition District (T) to High-Density Apartment District (A-2) at:

- Generally located north of 114th Street and east of University Avenue, on 9.664 acres of unplatted land out of Block E, Section 10.

PLANNER SHANE SPENCER stated there were eighteen (18) notifications sent out and one (1) returned in favor. Staff shared maps, photos, the staff report, and explained the surrounding zoning around the subject area. Staff recommends approval of the request.

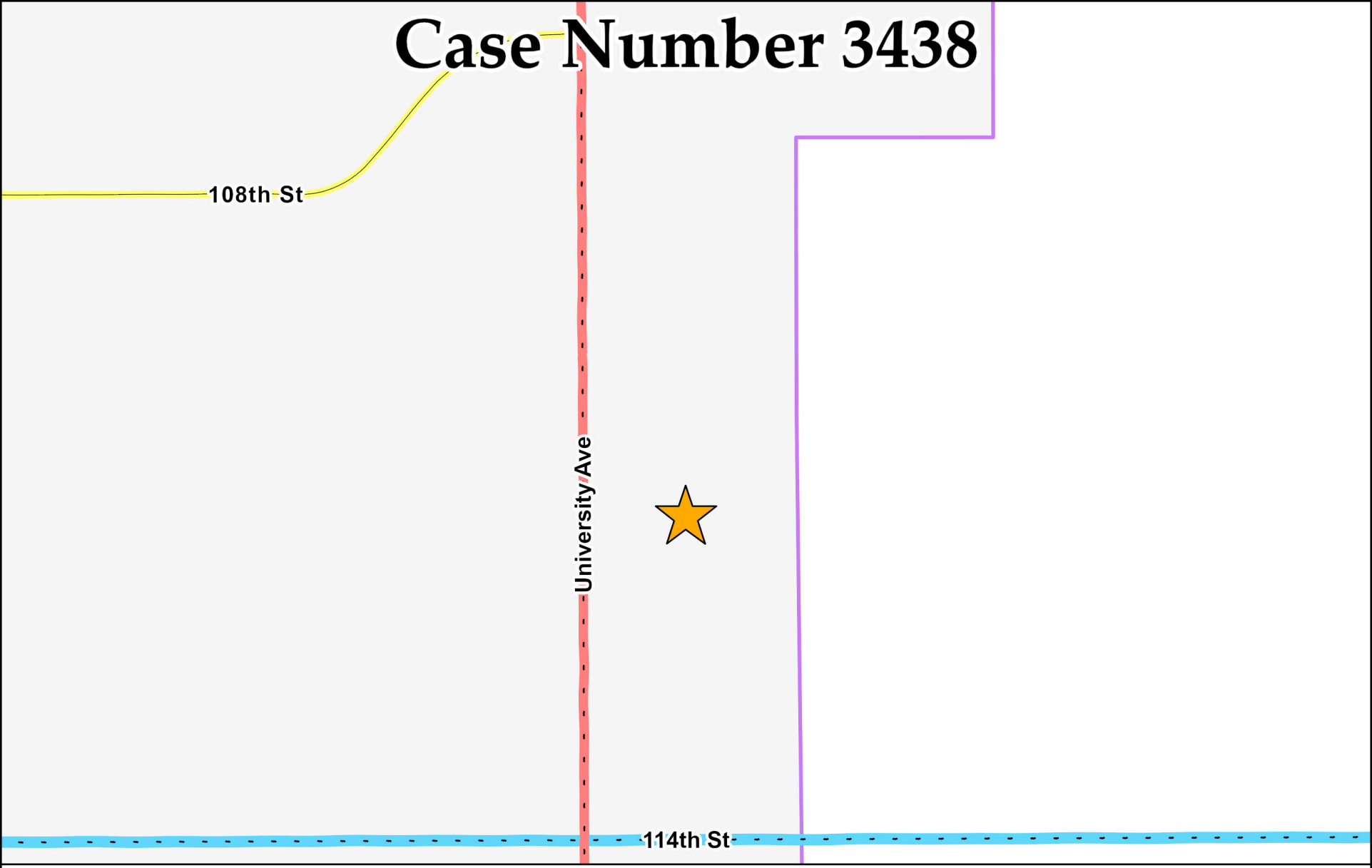
APPLICANT JON CIESZINSKI Abacus Engineering, 2737 81st Street, stated he is working for Tigris, who is purchasing the property.

GUY POLLARD, 10901 University Avenue, wanted to make sure the zoning will not go all the way to 114th Street. Staff clarified it does not.

BRAD BRYAN 2407 109th Street wants clarification on A-2, have a small storage facility, so apartments would probably be good for them.

In the matter of Zone Case **3438** a motion was made by **JAMES BELL** and 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. The item will be forwarded to the City Council for consideration.

Case Number 3438



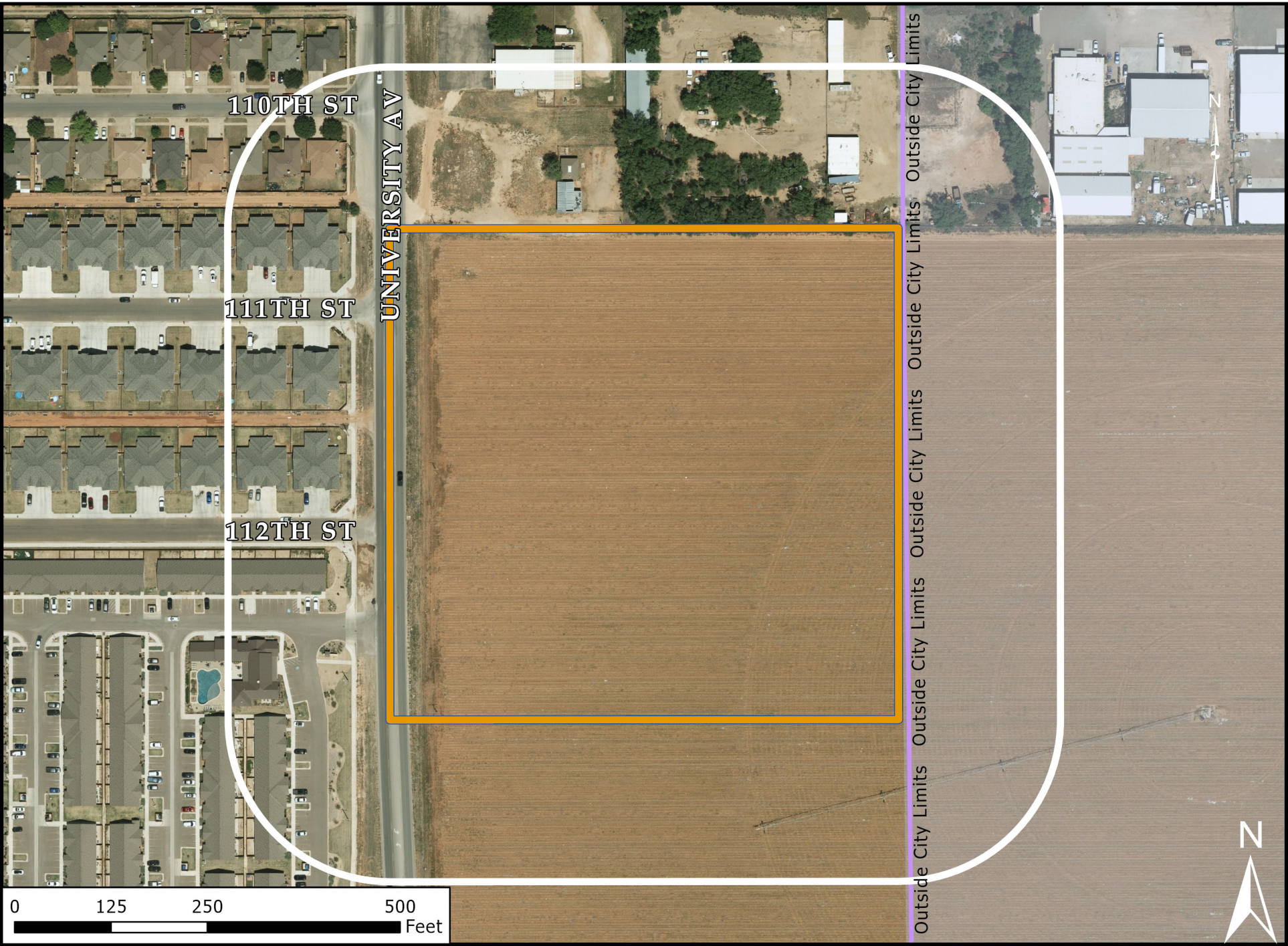
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

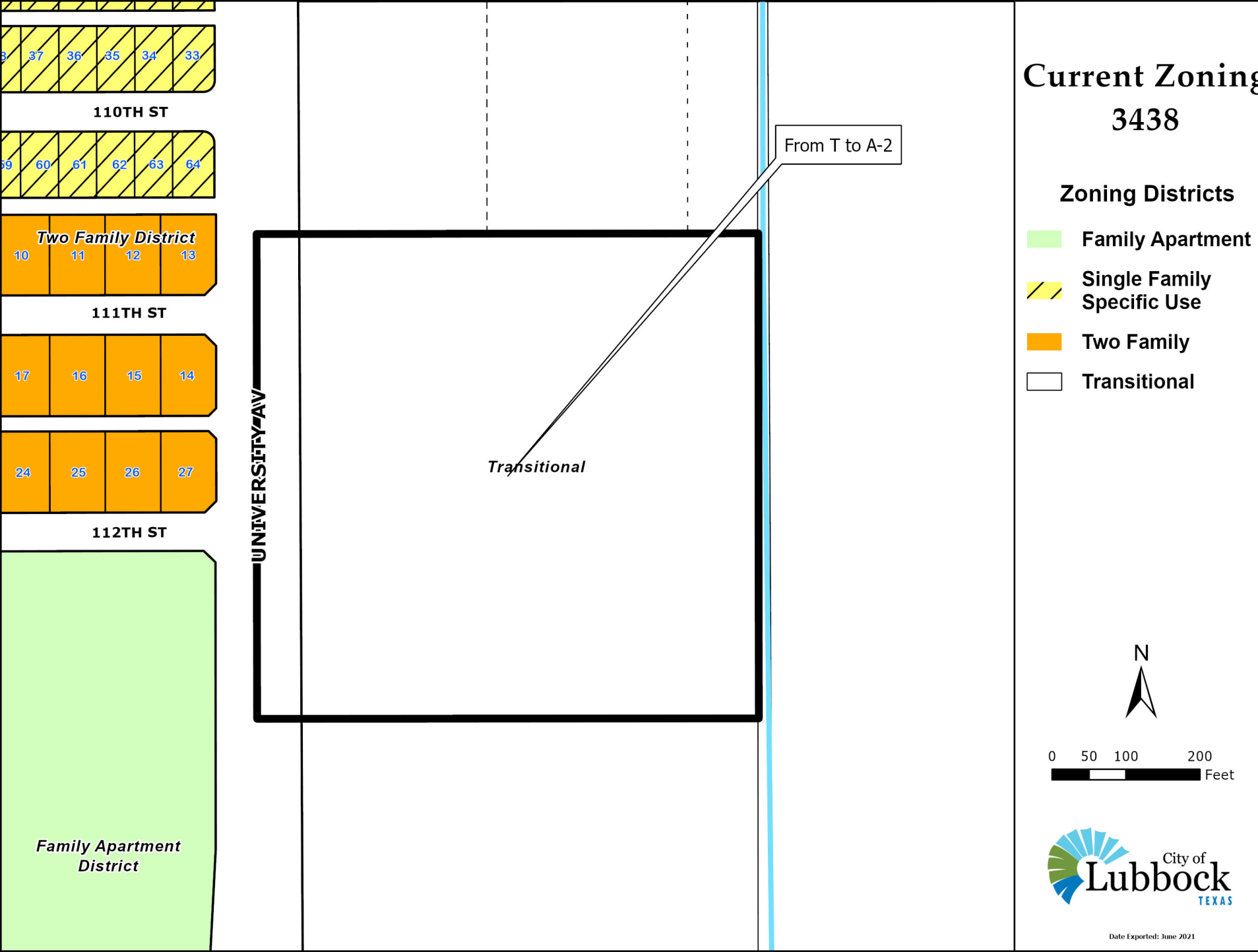
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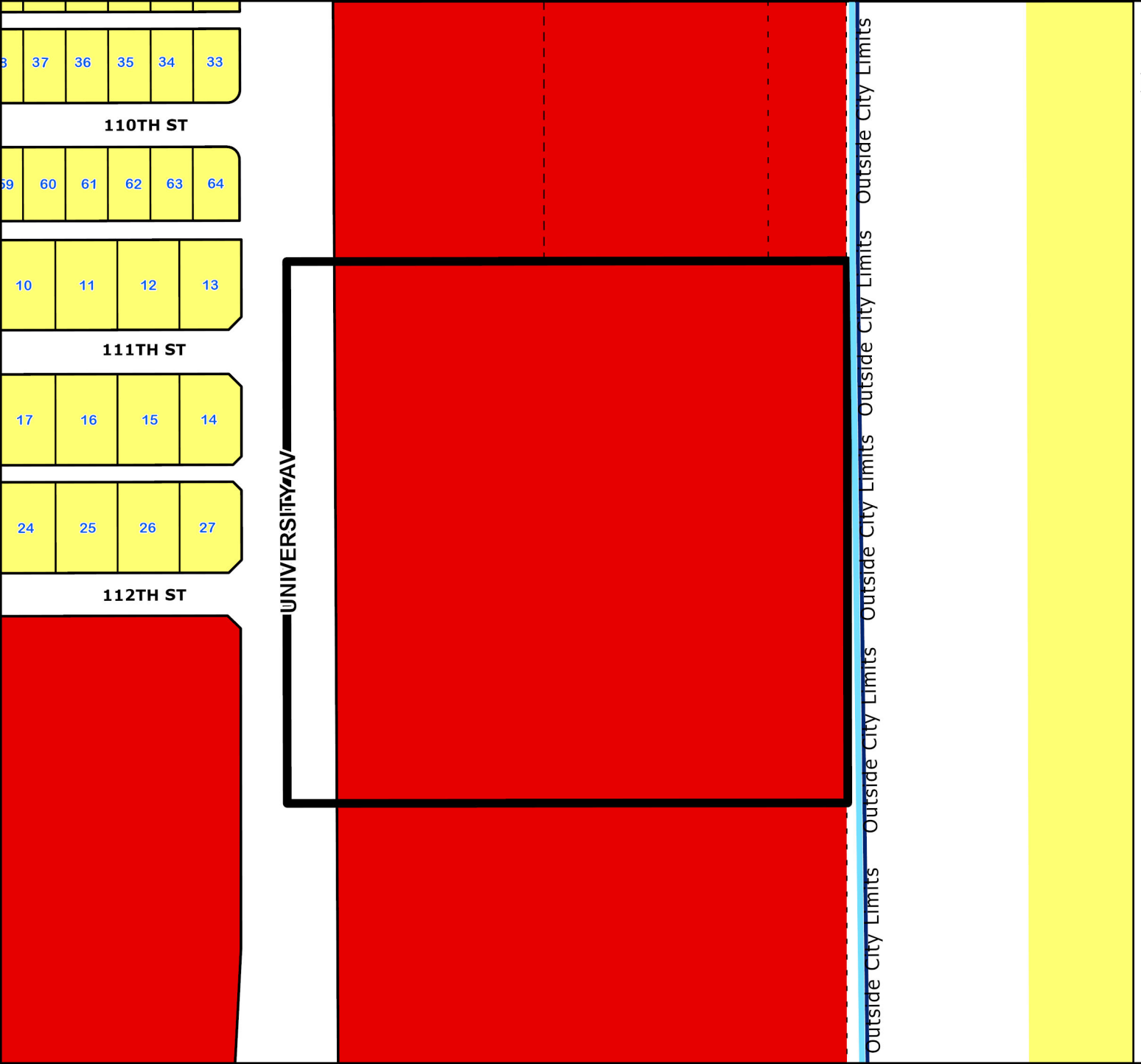
Date Exported: June 2021


PZC Mailout
Notifications Received
N
UNIVERSITY AV
ST
ST
IN
OUT
CITY
LIMITS
Legend
<all other values>
<all other values>
Notification Result
In Favor
No Feedback
Opposed
Created by Planning Department
Date: 7/2/2021
0
100
200
400 Feet

Case Number 3438




Current Zoning
3438
From T to A-2
Zoning Districts
Family Apartment
Single Family Specific Use
Two Family
Transitional
110TH ST
111TH ST
112TH ST
UNIVERSITY AV
Two Family District
Transitional
Family Apartment District
N
0 50 100 200
Feet
City of Lubbock TEXAS
Date Exported: June 2021



Future Land Use Plan
Case 3438

Future Land Use Type

- 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

N

0 50 100 200 Feet

City of Lubbock TEXAS

Date Exported: June 2021

3438



View of subject property. View south.



View of subject property. View east.



View of adjacent property. View north.



View of adjacent property. View west.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: NEC 114th street & University Avenue

Lots/Tracts: N/A

Survey & Abstract: See Exhibit A

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 10

Existing Land Use: Farm Existing Zoning: _____

Requested Zoning: A-2 Multi-Family

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

Representative/Agent Information (if different from owner)

Firm Name: Abacus Engineering Surveying

Name: Jon Cieszinski

Address: 2737 81st Street City: Lubbock State: TX

ZIP Code: 79423 Telephone: 806-745-7670 Email: jon_c@abacusengineering.com

Applicant's Signature: _____

Date: _____ Printed Name: _____

Owner Information

Firm Name: Ramona Prater

Owner: Ramona Prater and The Estate of Charles Prater

Address: 4910 93rd street City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-794-526 Email: _____

Property Owner's Signature: Ramona Prater

Date: 5/26/21 Printed Name: Ramona Prater

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.

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.:** ***3438***

In Favor ✓

Opposed ___

Reasons and/or Comments:

Print Name Ramona Prater

Signature: Ramona Prater

Address: 4910 - 93rd Lubbock, Tx 79424

Address of Property Owned: _____

Phone Number: 806-794-5262

Email: ramona.prater@aol.com

Zone Case Number: **3438** R85668 Recipient 14 of 18

PRATER RAMONA & EST OF CHARLES PRATER
RAMONA PRATER IND EXECUTRIX
4910 93RD STREET

LUBBOCK TX 79424

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

Meeting Date: 07/27/2021

Information

Agenda Item

Public Hearing - Planning: Hold a public hearing and consider an ordinance regarding a petition for annexation by the Lubbock Economic Development Alliance (LEDA), to annex an area of 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

On June 22, 2021, the City Council approved Resolution No. 2021-R0233, authorizing the Mayor to execute a Municipal Services Agreement with Lubbock Economic Development Alliance (LEDA) in accordance with Texas Local Government Code Section 43.0672, as a required first step in the voluntary petition annexation process.The agreement sets forth those municipal services that will be made available to the annexed area, and is attached hereto.

The next step in the petition annexation process is to hold a public hearing and then to consider an ordinance annexing 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.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Steve O'Neal, Director of Development Services
Bryan Isham, Director of Planning

Attachments

Annexation Ordinance
Municipal Service Agreement
Map
Legal Description
Annexation Petition

ORDINANCE NO. _____

AN ORDINANCE: ANNEXING INTO THE CITY OF LUBBOCK, TEXAS OF AN AREA 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, LUBBOCK COUNTY, TEXAS, WITH SUCH AREA BEING CONTIGUOUS TO THE EXISTING CITY LIMITS; PROVIDING FOR THE CORRECTION OF THE CITY MAP TO INCLUDE THE AREA ANNEXED THROUGH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock (the "City Council"), received from the property owners (the "Petitioners") of 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, Lubbock County, Texas contiguous to the city limits (the "Area"), a written petition requesting the annexation of the Area into the boundaries of the City of Lubbock; and

WHEREAS, in accordance with Sec. 43.0672 of the Texas Local Government Code, the City Council entered into an Annexation Agreement (the "Agreement"), by and between the City of Lubbock and the Petitioners at the City Council's regularly scheduled meeting on June 22, 2021, with a copy of the Agreement being attached to and incorporated herein as "Exhibit A"; and

WHEREAS, the City Council directed that the annexation of the Area contemplated in the Agreement be effectuated through this Ordinance; and

WHEREAS, the City Council deems it to be in the best interest of the citizens of the City of Lubbock to annex the Area into the City of Lubbock through this Ordinance; **NOW THEREFORE,**

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

SECTION 1. THAT the Area is hereby annexed into, and included within, the corporate limits of the City of Lubbock, Texas. Such Area is depicted and described in the attached "Exhibit A," and is incorporated herein for all intents and purposes. Such Area is contiguous to the existing corporate limits of the City of Lubbock, Texas.

SECTON 2. THAT the City Council hereby declares it to be its purpose to annex into the City of Lubbock every part of the Area. Should this Ordinance for any reason be ineffective as to any part or parts of the Area hereby annexed into the City of Lubbock for full purposes, the ineffectiveness of this Ordinance as to any such part or parts shall not affect the effectiveness of this Ordinance as to the remainder of the Area.

SECTION 3. THAT the City Engineer, or his designee, is hereby authorized and directed to correct the map of the City of Lubbock by adding thereto the Area annexed by this Ordinance, indicating on the map the date of annexation and the number of this Ordinance.

The City Secretary and the City Engineer shall each keep in their respective offices an official map of the City of Lubbock showing the boundaries of the municipal corporation, including this annexation.

SECTION 4. THAT upon the effective date of this Ordinance, any current or future inhabitant of the Area shall be entitled to the rights and privileges of other citizens of the City of Lubbock, Texas and shall be bound by the acts and ordinances adopted by the City of Lubbock, Texas.

SECTION 5. THAT should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 6. THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method of publication provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bryan Isham, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Ord. Annexation – LEDA Petition Annexation
06.28.21

Resolution No. 2021-R0233

Item No. 7.4

June 22, 2021

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 June 22, 2021.

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 22nd day of June, 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 grated 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 waiver 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 22nd day of June 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 (407.28 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.

0 500 1,000 2,000 3,000

Feet

City of Lubbock TEXAS

An annexation of area 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, and described below:

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 0, 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 0, 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 340 I, Page 326 of the Real Property Records of Lubbock County, Texas, and the Southeast corner of this tract, same being the Southeast comer 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 comer of said 160.0 acre tract, the Southwest corner of Northeast Quarter of said Section 6, the Northeast comer 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 comer 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 comer 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 1/211 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 comer 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 N01theast comer of this tract;

THENCE S. 00°25'35" E., at 40.00 feet pass a 1/2" iron rod with cap marked 11HRA" set in the South line of said 40 foot right-of-way easement, continuing for a total distance of 544.50 feet to a 1/211 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 Halfof Section 6, Block 0, 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 0, 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.

METES AND BOUNDS DESCRIPTION of a 155.82 acre tract located in the Southwest Quarter of Section 6, Block 0, 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 comer 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 comer 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 112" 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 S/811 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 1/211 iron rod with cap marked "Hugo Reed & Assoc.n found at the Southwest comer 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°15'0111E., along the Southern boundary of said 1.4 acre tract, a distance of 300.00 feet to a 1/211 iron rod with cap marked "HUGO REED & ASSOC." set for the Southeast comer 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 11211 iron rod with cap marked 11TELFORD" found in the Southern boundary of a tract described in Volume 1886, Page 26lof the Real Property records of Lubbock County, Texas, at the Northeast comer of said 1.4 acre tract and the most Northerly Northwest comer 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 112" iron rod with cap ms.rked "SMITH" found at the Northwest comer of a 160 acre tract

described in Volume 3401, Page 326 of the Real Property Records of Lubbock County, Texas and the Northeast comer 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 comer 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 comer 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 comer of the Southwest Quarter of Section 6, Block 0, Lubbock County, Texas and the Southeast comer 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 comer of this tract;

THENCE N. 01°45149" E. a distance of 275.00 feet to a 1/2" iron rod found at the Northwest comer 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 comer of this tract; THENCE S. 01°45149" W. a distance of 275.00 feet to the Point of Beginning

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.

City of Lubbock TEXAS

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive any requirement to be offered a development agreement pursuant to the Texas Local Government Code Section 43.016, and petition your Honorable Body to extend the present city limits so as to include as part of the City of Lubbock, Texas, the territory described in the attached Exhibit A, including a survey, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to the City of Lubbock, Texas, falls within Lubbock County, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: _____

Signed: _____

Signed: _____

THE STATE OF TEXAS

COUNTY OF Lubbock

BEFORE ME, the undersigned authority, on this day personally appeared John Osborne, _____, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 16th day of April, 2021.

LINDA M. DAVIS
Notary Public, State of Texas
Notary ID# 498103-2
My Commission Expires 04-05-2025

Linda M. Davis

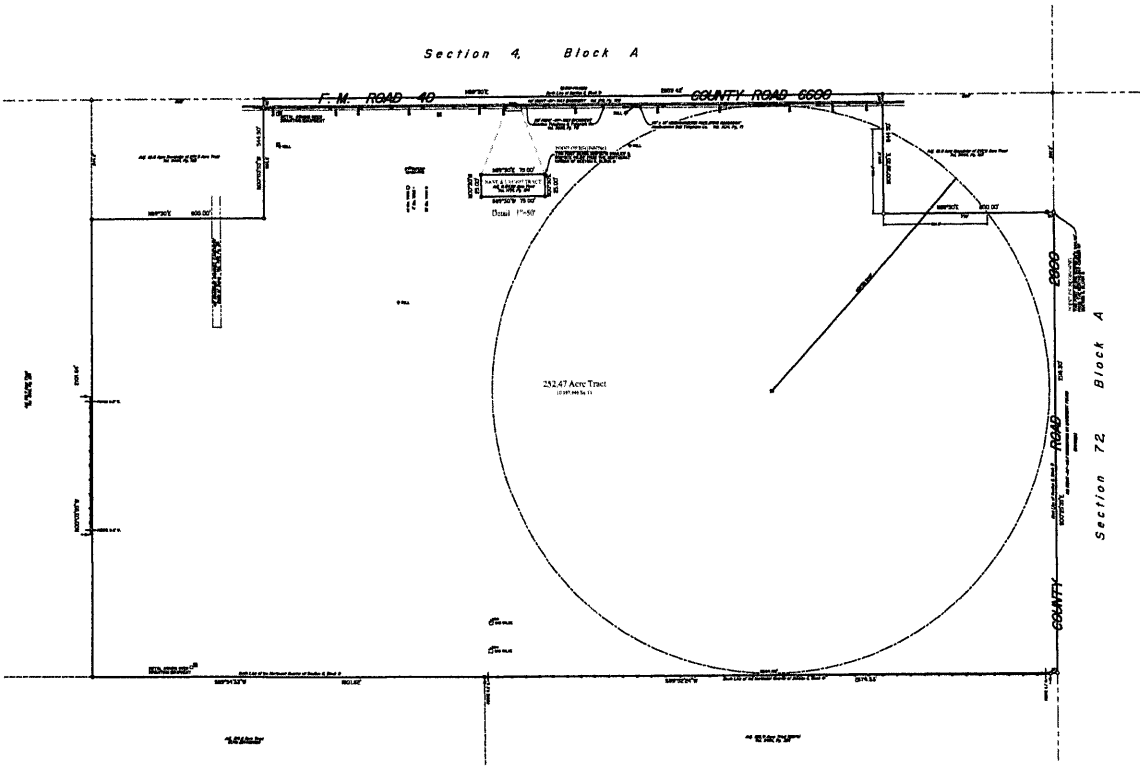
Notary Public in and for Lubbock County, Texas.


Mr. W Fireworks
252.5 acres
154.8 acres
McLane
E County Rd 6700
E 12th St
2800
2800
2800
6700
Wood Ave

PERIMETER AND IMPROVEMENT SURVEY OF A
252.47 ACRE TRACT LOCATED IN THE NORTH HALF OF

SECTION 6, BLOCK O

E. L. & R. R. RAILROAD Co. SURVEY
LUBBOCK COUNTY, TEXAS



NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
CONTROL MONUMENTS AS FOUND AND SHOWN.
○ = SET "RM" NAIL WITH WASHER "RPLS"
● = SET 5/8" IRON ROD WITH CAP "RPLS"
○ = FOUND 1/2" IRON ROD WITH CAP "CRA"
● = FOUND 1/2" IRON ROD WITH CAP "SMITH"
○ = FOUND 1/2" IRON ROD
● = FOUND 3/4" IRON ROD
■ = ELECTRIC PEDESTAL
⊗ = IRRIGATION VALVE
⊕ = UTILITY POLE
R0006250/Feb 05/11

METES AND BOUNDS DESCRIPTION of a 252.47 acre tract of land, being that same tract described under County Clerk File No. 2010062209 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 2114.50 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 1401, Page 236 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 as reference, continuing for a total distance of 2614.93 feet to a 1/2" iron rod with cap marked "Smith" found at the Southwest corner of said 160.0 acre tract, the Southwest corner of Northeast Quarter of said Section 6, the Southeast corner of Southwest Quarter of said Section 6, and the Southeast corner of a 154.8 Acre Tract described under County Clerk File No. 2011027320 of the Official Public Records of Lubbock County, Texas;

THENCE S. 89°56'33" 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 2641.62 feet to a 1/2" iron rod with cap marked "HRA" found at the Southwest corner of a 20.5 acre tract described in Volume 1606, Page 203 of the Deed Records of Lubbock County, Texas and the Southwest corner of this tract;

THENCE N. 00°03'33" W., along the Eastern boundary of said 20.5 acre tract, a distance of 2101.84 feet to a 1/2" iron rod with cap marked "HRA" found at the most Westerly North-west corner of this tract, from whence a railroad spike found in the North line of said Section 6 bears N. 00°03'57" W., a distance of 544.50 feet;

THENCE N. 89°56' 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°03'33" 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 Northeast corner of this tract;

THENCE N. 89°56' E., along the North line of said Section 6, a distance of 2459.42 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 "2065" 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 in an "ell" corner of this tract;

THENCE N. 89°56' E., at 750.00 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 of a 0.04 (+) acre tract, being that same tract described in Volume 1771, Page 264 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 North 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°56' W. a distance of 2460.33 feet and S. 00°03' 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 35.00 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 5/8" iron rod found at the Southwest corner of this tract;

THENCE N. 00°30' W. a distance of 23.00 feet to a 5/8" iron rod found in the South line of said 40 foot right-of-way easement, at the Northwest corner of this tract;

THENCE S. 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.

Contains: 10, 995,446 square feet.

Bearings are relative the North line of Section 6, Block O, E. L. & R. R. Railroad Co. Survey, Lubbock County, Texas, more evenly surveyed and monumented as being N. 89°30' E.

BLANKET EASEMENT

The Northeast Quarter of Section 6, Block O is subject to a 40' Right-of-Way Easement granted to Plateau Natural Gas Co. in Volume 871, Pg. 646. The Exact location of this easement could not be determined by record description.

CERTIFICATION TO: Service Title Co.
1106 G.F. # 41002 - MidQuest ONLY

I, Brent Carroll, 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 lies within a special flood hazard area was not made for this survey.
December 9, 2020

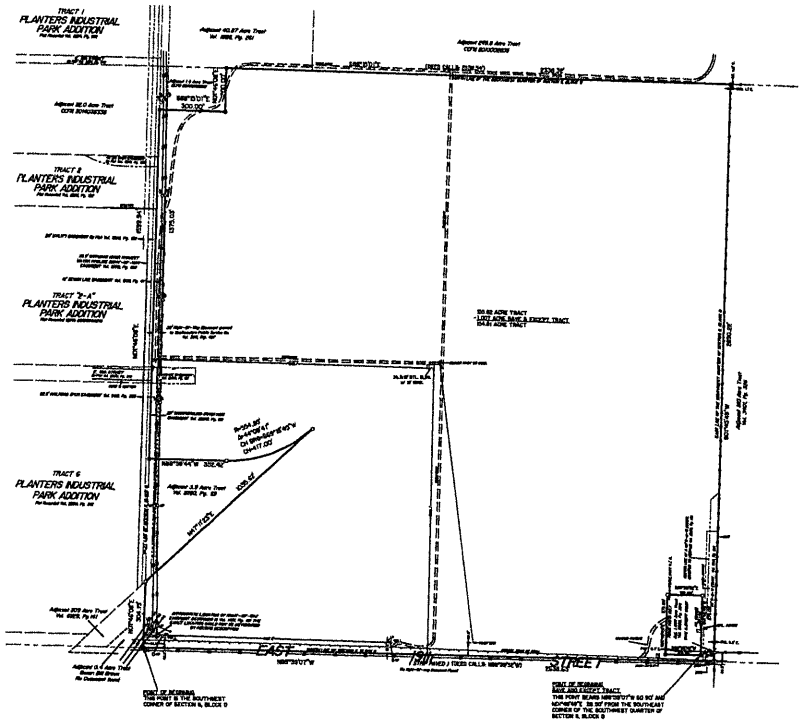
Brent Carroll
Registered Professional Land Surveyor
No. 5410 State of Texas
email: brent@lubbockland.com

HUGG & REED
LAND ACQUISITION SERVICES
P.O. BOX 64274
LUBBOCK, TEXAS 79464
(806) 744-4480
FAX (806) 744-4481

PERIMETER AND IMPROVEMENT SURVEY OF A
154.81 ACRE TRACT LOCATED IN THE SOUTHWEST QUARTER OF

SECTION 6, BLOCK O

LUBBOCK COUNTY, TEXAS



METES AND BOUNDS DESCRIPTION of a 155.42 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" and 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°45'06" E., along the West line of said Section 6, a distance of 304.19 feet to a 1/2" iron rod found at the Southwest corner of a 3.9 acre tract described in Volume 2250, Page 66 of the Real Property Records in Lubbock County, Texas and a corner of this tract;

THENCE N. 4°11'25" E., along the Southern boundary of said 3.9 acre tract, a distance of 1019.62 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 Southeasterly, along the Southern boundary of said 3.9 acre tract, around a curve to the right, said curve having a radius of 354.93 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°39'47" 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 at the West line of said Section 6, at the North most corner of said 3.9 acre tract and a corner of this tract;

THENCE N. 01°45'06" E., along the West line of said Section 6, a distance of 1939.94 feet to a 1/2" iron rod with cap marked "Hugo Reed & Assoc." found at the Southwest corner of a 1.6 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°39'07" E., along the Southern boundary of said 1.6 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 1.6 acre tract and a corner of this tract;

THENCE N. 01°45'06" E. along the Eastern boundary of said 1.6 acre tract, a distance of 200.00 feet to a 1/2" iron rod with cap marked "TEL FORD" found in the Southern boundary of a tract described in Volume 1846, Page 285 of the Real Property records of Lubbock County, Texas, at the Northeast corner of said 1.6 acre tract and the most Southerly Northwest corner of this tract;

THENCE S. 88°15'01" E., along the Southern boundary of said tract described in Volume 1846, Page 285 and a 2.00 acre tract described under County Clerk File No. 2019002295 of the Official Public Records of Lubbock County, Texas, a distance of 2338.34 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 226 of the Real Property Records of Lubbock County, Texas and the Northeast corner of this tract;

THENCE S. 01°45'06" 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 South-east 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 60.00 feet and N. 01°45'49" E. a distance of 28.50 feet from a railroad spike found in 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.

Contains: 6,743,723 square feet or 154.81 acres

Bearings are related to the South line of Section 6, Block O, previously surveyed and recognized as being N. 88°39'07" W.

CERTIFICATION TO: Service Title Co.
FOR: 41521 Mt Quest ONLY

I, Brent Carroll, 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 lies within a special flood hazard area was not made for this survey.
December 15, 2020

Brent Carroll
Registered Professional Land Surveyor
No. 5410 State of Texas

NOTE:

The two tracts as described under County Clerk File No. 2011021320 of the Official Public Records of Lubbock County, Texas do not form a mathematical closure.

This tract may be subject to:
A blanket option and right-of-way easement granted to West Texas Gas Co. Volume 467, Page 11 of the Deed Records of Lubbock County, Texas.

A Resolution and Order described in Volume 918, Page 218 of the Deed Records of Lubbock County, Texas.

The exact location of these easements could not be determined by record description

NOTES:
CONTROL MONUMENTS AS FOUND & SHOWN
FENCES AS SHOWN
● - FOUND 1/2" IRON ROD WITH CAP MARKED "HUGO REED & ASSOC."
▲ - FOUND RAILROAD SPIKE
■ - FOUND 3/4" IRON PIPE
○ - FOUND 1/2" IRON ROD
◎ - FOUND 1/2" IRON ROD WITH CAP MARKED "SMITH"
⊕ - FOUND 1/2" IRON ROD WITH CAP MARKED "TELFORD"
⊗ - FOUND 5/8" IRON ROD
⊠ - FOUND "CROSS NAT'GS" NAIL WITH WASHER "HUGO REED & ASSOC."
☎ - TELEPHONE PEDESTAL
▭ - GAS PIPELINE VENT
UTP - UTILITY POLE
——— - SUTHPE
——— - OVERHEAD POWER LINE
20202234 / SLS (1077)

FHT/ Return To Service Title GF# 41002

2020059091 4 PGS DEED

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.
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.

FRED H. TIMBERLAKE, JR.
Notary Public, State of Texas
Notary ID# 726649-3
My Commission Expires 12-07-2021

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, County Clerk
Lubbock County, TEXAS
12/29/2020 03:33 PM
FEE: $34.00
2020059091

FHT/ Return To Service Title GF# 41323

2020059092 5 PGS DEED

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 261of 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 19th 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

S:\TWS MERGE\STC 2020\McQueen.LEDA-41323-WD-12-21-jr.wpd

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Kelly Pinion, County Clerk
Lubbock County, TEXAS
12/29/2020 03:33 PM
FEE: $38.00
2020059092

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

Meeting Date: 07/27/2021

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-O0083, for Zone Case 3298-C, a request of Hugo Reed and Associates, Inc. for Ford Development Corporation, for a zone change from Two-Family District (R-2) Specific Use to Restricted Local Retail District (C-2A) at 3726 and 3716 146th Street, located north of 146th Street and east of Memphis Avenue, on 4.3 acres of unplatted land out of Block AK, Section 4.

Item Summary

On July 13, 2021, the City Council approved the first reading of the ordinance.

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
Steve O'Neal, Director of Development Services
Bryan Isham, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 3298-C
Staff Report 3298-C
Documentation 3298-C

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. 3298-C; A ZONING CHANGE FROM R-2 SPECIFIC USE TO C-2A ZONING DISTRICT AT 3726 AND 3716 146TH STREET, LOCATED NORTH OF 146TH STREET AND EAST OF MEMPHIS AVENUE, ON 4.3 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 4, 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. 3298-C

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-2 Specific Use** to **C-2A** zoning district at **3726 and 3716 146th Street, located north of 146th Street and east of Memphis Avenue, on 4.3 acres of unplatted land out of Block AK, Section 4,** City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
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/ZC3298-C
June 3, 2021

LAND SURVEYORS
CIVIL ENGINEERS

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

PROPOSED C-2A ZONING

METES AND BOUNDS DESCRIPTION of an approximate 4.3 acre tract of land located in Section 4, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the East right-of-way line of Memphis Avenue as described under County Clerk File Number 2017022407 of the Official Public Records of Lubbock County, Texas, for the most Westerly Southwest corner of this tract, which bears N. 01°47'11" E. an approximate distance of 85.0 feet and N. 88°12'49" W. an approximate distance of 2602.5 feet from the Southeast corner of Section 4, Block AK, Lubbock County, Texas;

THENCE N. 01°47'11" E., along the East right-of-way line of said Memphis Avenue, an approximate distance of 70.0 feet to a point;

THENCE N. 00°38'27" E., continuing along the East right-of-way line of said Memphis Avenue, an approximate distance of 150.0 feet to a point;

THENCE N. 01°47'11" E., continuing along the East right-of-way line of said Memphis Avenue, an approximate distance of 101.7 feet to a point for the most Westerly Northwest corner of this tract;

THENCE N. 46°47'11" E. an approximate distance of 14.1 feet to a point for the most Northerly Northwest corner of this tract;

THENCE S. 88°12'49" E. an approximate distance of 298.5 feet to a point;

THENCE S. 82°47'19" E. an approximate distance of 99.0 feet to a point;

THENCE S. 77°21'49" E. an approximate distance of 224.1 feet to a point;

THENCE S. 32°21'49" E. an approximate distance of 21.2 feet to a point;

THENCE S. 12°38'11" W. an approximate distance of 53.3 feet to a point;

THENCE S. 01°46'38" W. an approximate distance of 34.8 feet to a point for the most Easterly Southeast corner of this tract;

THENCE N. 88°12'49" W. an approximate distance of 165.0 feet to a point;

THENCE S. 01°46'38" W. an approximate distance of 205.4 feet to a point 55 feet North of the South line of Section 4, Block AK, for the most Southerly Southeast corner of this tract;

THENCE N. 88°12'49" W., along a line 55 feet North of and parallel to the South line of said Section 4, an approximate distance of 431.1 feet to a point in the East right-of-way line of said Memphis Avenue, for the most Southerly Southwest corner of this tract;

THENCE N. 43°12'49" W., along said East right-of-way line, an approximate distance of 42.4 feet to the Point of Beginning.

Contains: Approximately 4.3 Acres

PREPARED FOR ZONING CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.

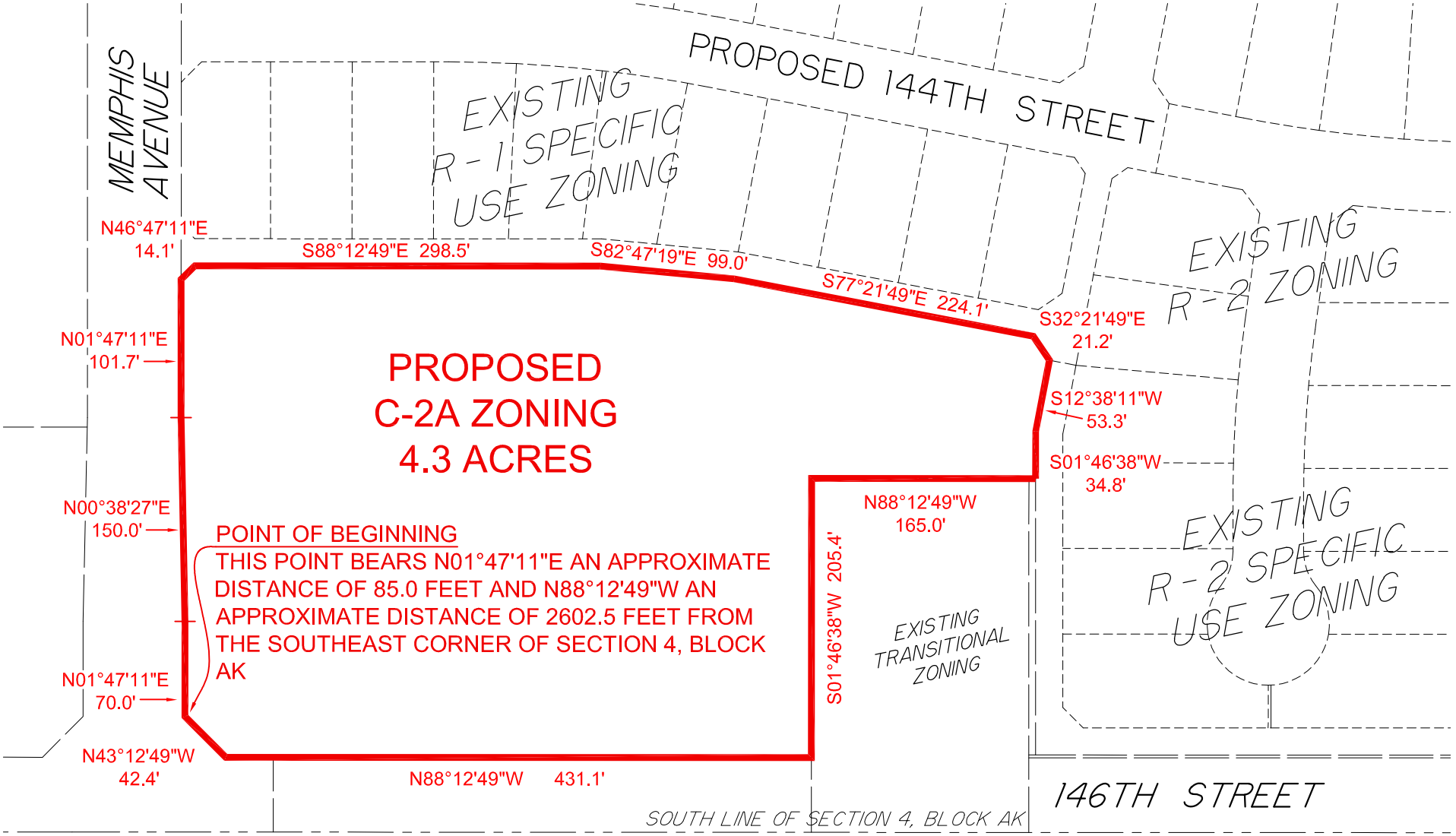
PROPOSED C-2A ZONING

LOCATED IN SECTION 4, BLOCK AK

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

THIS DOCUMENT IS RELEASED FOR REVIEW PURPOSES ONLY.

RELEASE DATE: April 21, 2021



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

Planning Department
City of Lubbock

Staff Report	Zone Case 3298-C
City Council Meeting	June 22, 2021

Applicant Hugo Reed and Associates, Inc.

Property Owner Ford Development Corp

Council District 4

Recommendations
- Staff recommends Approval.

Prior Board or Council Action
- April 28, 2016: This property was annexed through Ordinance No. 2016-O0054 and zoned Transition (T).
- December 5, 2016, Zone Case 3298: This property was zoned to Two-Family District (R-2) Specific Use from T.
- June 3, 2021, Zone Case 3298-C: The Planning and Zoning Commission recommended approval of a zone change to C-2A by a vote of 5-0-0.

Notification Summary
- Notifications Sent: 9
- Received In Favor: 0
- Received In Opposition: 1 (from outside the notification boundary)

Site Conditions and History
The subject property was annexed in 2016 and has remained vacant and unsubdivided.

Adjacent Property Development
The property to the north of the subject property is zoned Single-Family District (R-1) Specific Use and is vacant. The property to the east is zoned T and has been developed with warehouses. The properties to the south are outside of city limits and have been developed with homes. The properties to the west are zoned Restricted Local Retail District (C-2A) and are mainly vacant, with one of the properties having been developed with a house.

Zoning Request and Analysis
Item Summary
The subject property is addressed as 3726 and 3716 146th Street and is located north of 146th Street and east of Memphis Avenue. The applicant requests to rezone the subject property from R-2 Specific Use to C-2A.

Current zoning: **Two-Family District (R-2) with a Specific Use**

Requested zoning: **Restricted Local Retail District (C-2A)**

Intent Statements
The intent of the current R-2 zoning is "…to promote stable, quality residential development of slightly increased densities and multiple occupancy. This district may include entire neighborhoods or when used in accordance with the intent of the comprehensive plan, may provide a "buffer" district between low-density and high-density or non-residential districts."

The intent of the proposed C-2A zoning is "…to provide limited local retail and service commercial uses which serve one or several neighborhoods. Such districts may be located on existing shallow commercial centers adjacent to thoroughfares."

Traffic Network/Infrastructure Impacts
The proposed rezoning location is along Memphis Avenue, which is designated as a Collector, and 146th Street, which is designated as a Principal Arterial (Modified) by the Master Thoroughfare Plan, 2018. Collector Roads 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). Arterials are continuous routes whose function is to serve high volume needs of local traffic and regional traffic (Comprehensive Plan, Page 86). The proposed rezoning will be suitable for these types of roads.

Compatibility with Surrounding Property
The proposed zoning is compatible with the surrounding area and will not change the character of the existing development. The properties to the west and southwest are currently zoned C-2A and are vacant, and the nearest uses to the subject property are warehouses and homes.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The principles outlined in the Comprehensive Plan designates this area for "Low Density Residential". While the proposed zoning does not meet the standards for low density residential areas as outlined in the Comprehensive Plan, it is at the intersection of a collector and thoroughfare, which would be appropriate for C-2A zoning.

Conformance with Zoning Ordinance
The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other residential 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 C-2A 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

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3298-C

Allowable Uses: Restricted Local Retail District (C-2A)

Transportation: The proposed development has points of access from Memphis Avenue and 146th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
146th Street *Principal Arterial (Modified)*	R.O.W. 110 feet, two-lane, undivided, paved	R.O.W. 110 feet, five-lane, undivided, paved
Memphis Avenue *Collector*	R.O.W. 32 feet, one-lane, undivided, paved	R.O.W. 64 feet, four-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

4.3 **Case 3298-C:** Hugo Reed and Associates, Inc. for Ford Development Corp

Request for a zone change to Restricted Local Retail District (C-2A) from Two-Family District (R-2) Specific Use at:

- 3726 and 3716 146th Street, located north of 146th Street and east of Memphis Avenue, on 4.3 acres of unplatted land out of Block AK, Section 4

PLANNER JACOB HAWKINS stated there were nine (9) notifications sent out and zero returned. There was a letter sent in from someone outside the 200-foot notification boundary citing concerns regarding drainage and increased traffic. Staff shared the report, map, and photos of the surrounding area. Staff recommends approval of the request.

TERRY HOLEMAN 1601 Avenue N, Hugo Reed and Associates, advised this is one of the final chapters in the Kelsey Park development. There are homes outside city limits that face 146th Street that are concerned. They had a zone case in 2016 and offered screening fences, which they will honor. In 2016, the original case zoned this tract R-2 Specific Use. In 2017, the property to the west of Memphis was zoned C-2A for Kingdom Prep Academy. In 2018, the City adopted Plan 2040 which set in place mechanisms to allow non-residential uses on thoroughfares. In 2019, Sedona got their entire frontage zoned C-2A. We now have a better context to allow something other than R-2. There is a collector (Memphis) and arterial (146th), which will be a minimum of five lanes. There is a warehouse to the east they were unable to purchase which makes it difficult to make residential work on that corner. The issues in the opposition letter are platting and engineering related; her concern is they will create drainage problems for her, but she is already in a flood zone

BOARDMEMBER DAN WILSON advised there is no stopping the growth of the City. The intersection is not good for residential because of the warehouse.

MARK BENEDICT, 3727 146th Street, has lived there for 9 years and seen a lot of changes. He is not against development, but Sedona went above and beyond. His biggest concern is as development grows, no one has kept up with the dirt, which has destroyed his yard. Something commercial north of him will increase traffic. He has received no help from Ford Development or Kelsey Park in getting them to maintain their property and the dirt. He is ok with an office use, but not with a nightclub or other similar uses. Developers are destroying existing neighborhoods for new neighborhoods. All the construction has destroyed 146th Street and he cannot get a pothole fixed. Sedona built their fence as they said they would, Kingdom Prep Academy and Trinity have taken care of their drainage, but Kelsey Park has junk, trash, dirt, and weeds on their property.

AMY BENEDICT, 3727 146th Street, stated they have horses that are sensitive to lights and noise that growth brings, including making it difficult for the horses to sleep. Lights and noise does not stop at 200 feet. They already have to deal with normal city lights getting brighter and brighter. What consideration do we have for animals that she is trying to care for? She is also concerned about the potential use and if it will have trucks coming in a 2:00 a.m., such as a grocery store would.

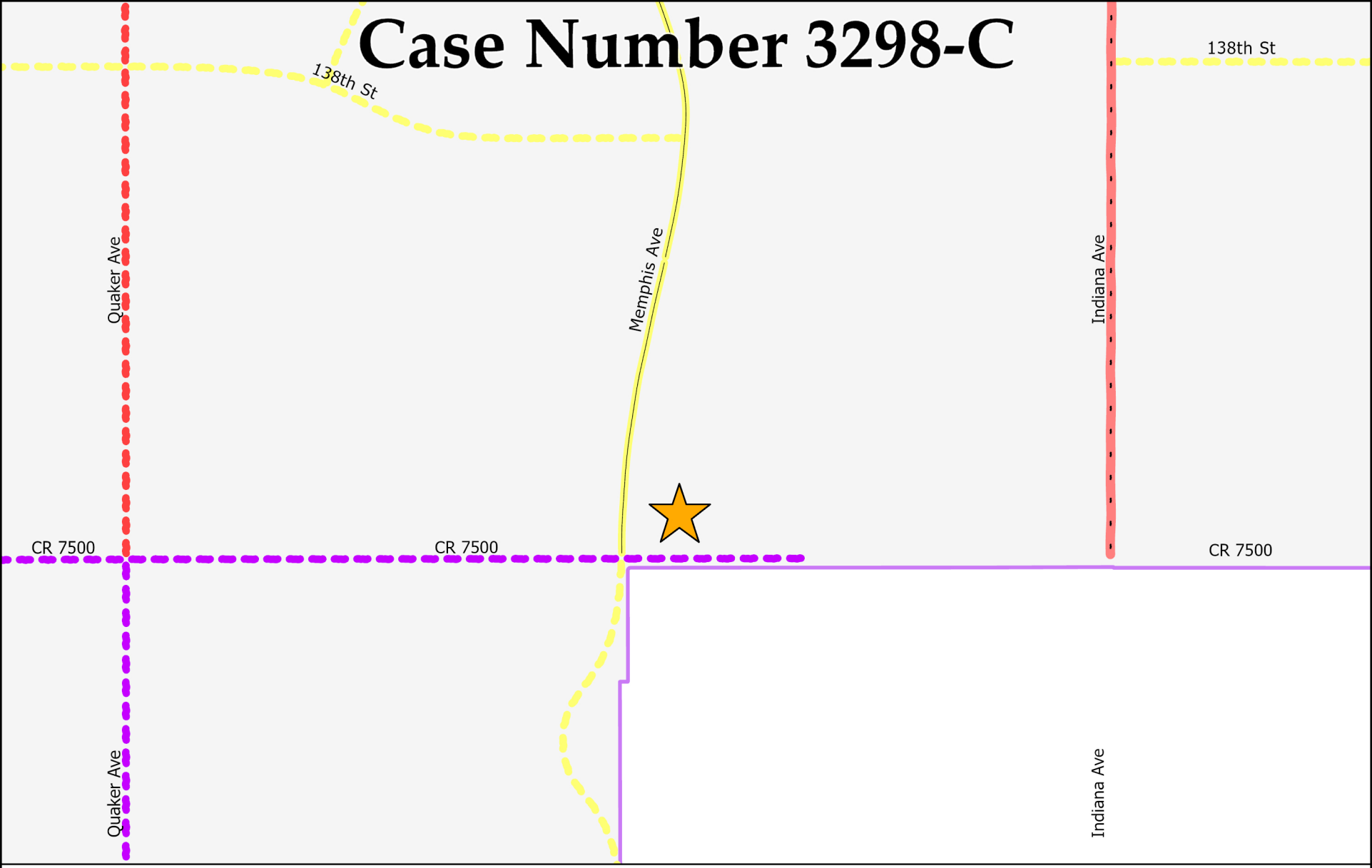
CHAIR ZACH SAWYER stated there are ways to deflect light and work through some of those issues. He is not able to answer questions about dumpster/truck noise, etc.

BOARDMEMBER DAN WILSON stated the board is charged with whether or not the requested zoning district fits this tract of land. In this instance it does, because there is more C-2A to the west. 146th Street will be paved soon, because more residences will be built.

No one spoke in favor of the request.

In the matter of **Zone Case 3298-C** a motion was made by **DAN WILSON** seconded by **JAMES BELL** 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 3298-C

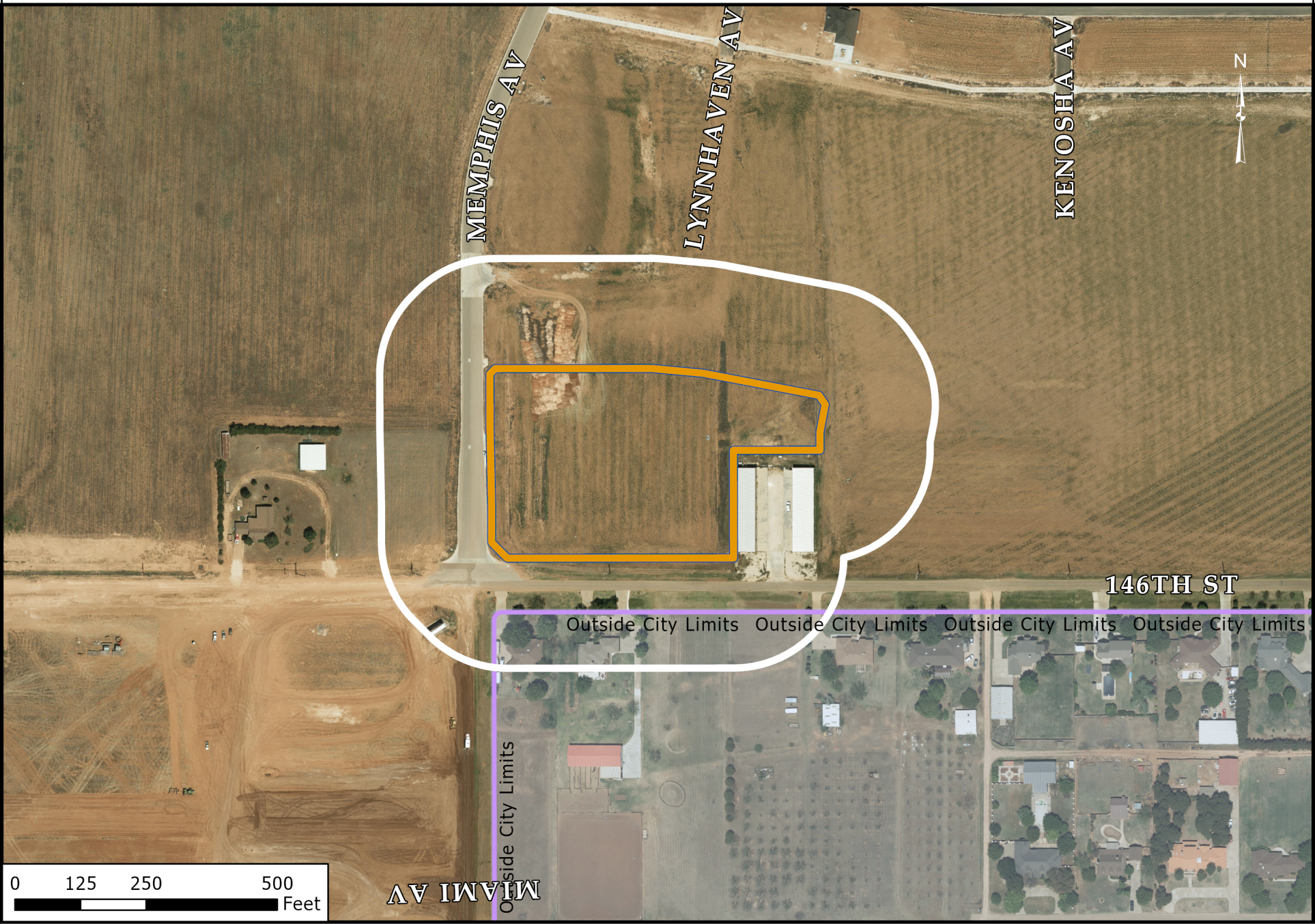


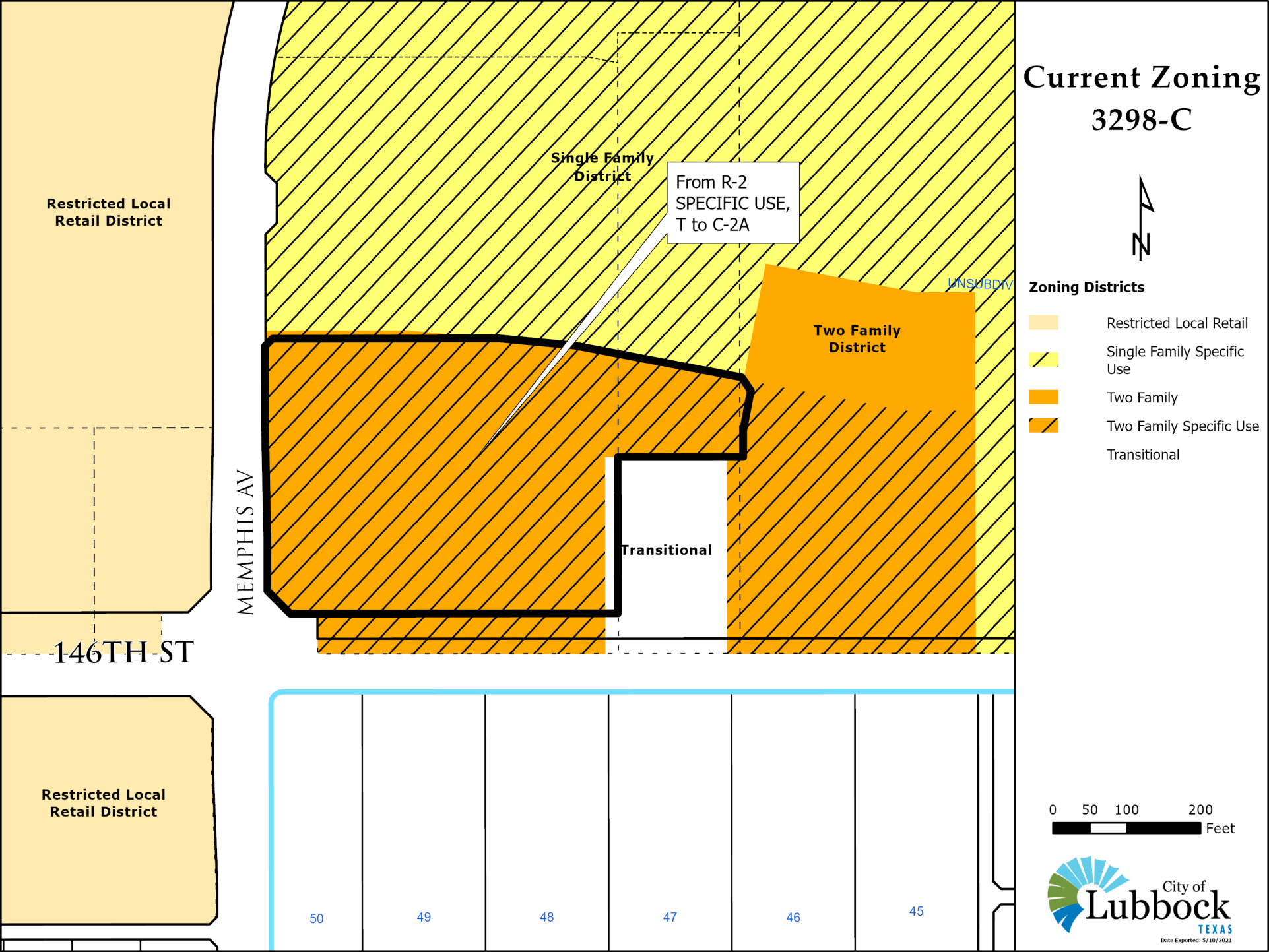
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

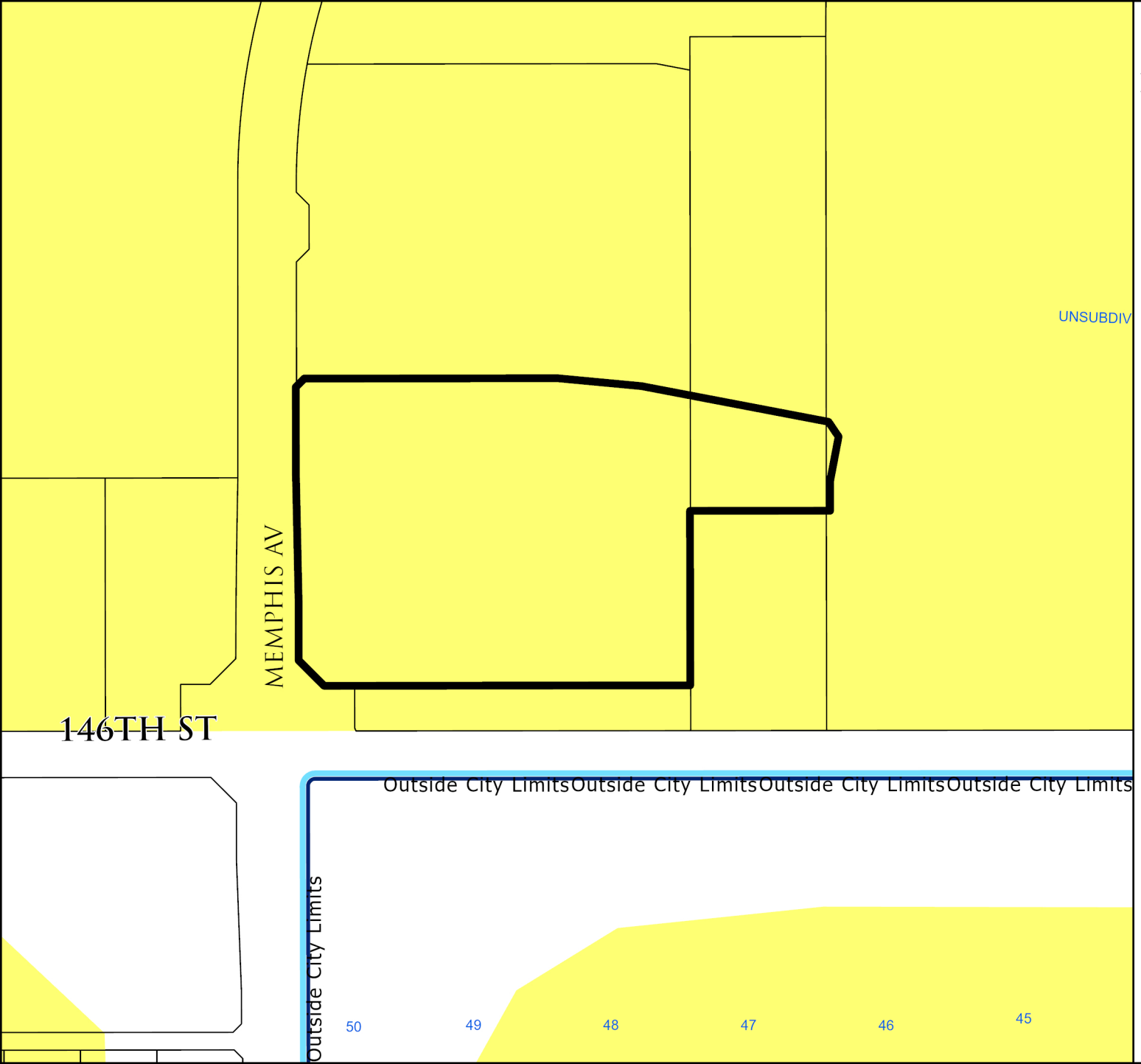
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Date Exported: 5/10/2021

Case Number 3298-C




Current Zoning
3298-C
Restricted Local Retail District
Single Family District
From R-2 SPECIFIC USE, T to C-2A
UNSUBDIV
Two Family District
Transitional
MEMPHIS AV
146TH ST
Restricted Local Retail District
50
49
48
47
46
45
N
Zoning Districts
Restricted Local Retail
Single Family Specific Use
Two Family
Two Family Specific Use
Transitional
0 50 100 200
Feet
City of Lubbock TEXAS
Date Exported: 5/10/2021



Future Land Use Plan
3298-C

N

- 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

City of Lubbock TEXAS

Date Exported: 5/10/2021

3298-C



View of subject property. View north.



View of adjacent property. View east.



View of adjacent property. View west.



View of adjacent property. View south.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 3726 146TH ST

Lots/Tracts: See Attached Metes and Bounds Description

Survey & Abstract: Block AK, Section 4

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 4.3

Existing Land Use: Vacant Land Existing Zoning: R-2 Specific Use

Requested Zoning: C-2A

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

Representative/Agent Information (if different from owner)

Firm Name: HUGO REED & ASSOCIATES, INC

Name: TERRY HOLEMAN

Address: 1601 AVENUE N City: LUBBOCK State: TX

ZIP Code: 79401 Telephone: 806-763-5642 Email: tholeman@hugoreed.com

Applicant's Signature: Terry Holeman

Date: April 22, 2021 Printed Name: TERRY HOLEMAN

Owner Information

Firm Name: FORD DEVELOPMENT CORP

Owner: REX ROBERTSON

Address: 16400 N DALLAS PKWY STE 140 City: DALLAS State: TX

ZIP Code: 75248 Telephone: 214-850-8838 Email: rex@forddevelopment.net

Property Owner's Signature:

Date: 4/22/21 Printed Name: REX ROBERTSON

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.

Kaylynn Curry

3701 County Road 7500

Lubbock, Texas 79423

To Planning and Zoning Commission.

To whom it may concern.

This letter is regarding Case 3298-C. Enclosed is a copy of the letter that a neighbor shared with me. I realize I was not sent a letter regarding the changes form a Two-Family District to a Restricted Local Retail. However, I feel I must respond to this issue since I live in that area.

This change will affect everyone on 146th, yet not everyone was notified of this issue. First, this area was to be all residential but once again we have been lied to by the developer. The city annexed this area for the "developer" but has yet to provide services to this area.

The infer structure is not able to take on any more traffic on 146th going east from Memphis.

There are posted speed limit signs and the city has been made aware of the issue of speeding down this street, but we have not gotten any help from the city. 146th is a small street going east from Memphis and is not even wide enough for 2 cars to pass at the same time. How can the city create more traffic issues for us and not take care of the problems we already have today? The traffic has increased already to the point that the road is breaking away at the edges of the street and water crossing the street has gotten into the pavement and potholes are starting to form.

We have water issues. Water from the Kelsey Park will flow over 146th and reach our homes on the south side of 146th which are in the county. If additional commercial building takes place this would only create more flooding issues and traffic issues. I have called several times to the city and ask them to redo the ditch on the north side of 146th and as of date no results from the city.

With the rapid growth we are having in this area, until the city maintains what they have I do not feel adding additional development in this area is in the best interest of the existing property owners.

I realize that this committee ALWAYS favors the developers over the property owner, but for once look at the area around Memphis and 146th and see that it is not physically able to take on any more traffic in the present condition of the road going east on 146th. With the addition of the Football and Baseball fields and the new sub-division Sedona this area can not take on any more traffic with the condition of the roads and the city services at this time.

Sincerely,

Kaylynn T Curry

Regular City Council Meeting **7. 8.**

Meeting Date: 07/27/2021

Information

Agenda Item

Resolution - Planning: Consider a resolution authorizing the Mayor to execute a Municipal Services Agreement with Loop 88, LLC, Nelson Sherman Family, LP, Edward & Carol Daniel Revocable Trust, Ilene Hobgood, and Kim Nelson, regarding a petition annexation for an area of land generally described as approximately 717.76 acres adjacent to the western city limits of the City of Lubbock, south of 34th Street and west of Inler Avenue.

Item Summary

Loop 88, LLC, Nelson Sherman Family, LP, Edward & Carol Daniel Revocable Trust, Ilene Hobgood, and Kim Nelson, submitted a petition for voluntary annexation for an area of land generally described as approximately 717.76 acres adjacent to the western city limits of the City of Lubbock.

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 the property owners. 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
Steve O'Neal, Director of Development Services
Bryan Isham, Director of Planning

Attachments

Resolution - Municipal Service Plan
Municipal Service Plan
Annexation Map
Annexation Petitions

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Annexation Agreement, by and between the City of Lubbock and Loop 88, LLC, the Sherman Nelson Family, LP, Ilene Hobgood, Kim Nelson, and the Edward and Carol Daniel Family Trust, 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:

_____
Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.AnnexationAgreement_Loop 88 et al.
07.22.21

MUNICIPAL SERVICES AGREEMENT

BETWEEN THE CITY OF LUBBOCK, TEXAS

AND LOOP 88, LLC, THE SHERMAN NELSON FAMILY, LP, ILENE HOBGOOD,

KIM NELSON, AND THE EDWARD AND CAROL DANIEL FAMILY TRUST

This Municipal Services Agreement (the "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, (the "City") and LOOP 88, LLC, THE SHERMAN NELSON FAMILY, LP, ILENE HOBGOOD, KIM NELSON, AND THE EDWARD AND CAROL DANIEL FAMILY TRUST (the "Owners"), collectively referred to as (the "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 Texas Local Government Code Section 43.0671 permits the City to annex an area when each owner of land in an area requests the annexation;

WHEREAS, the Owners own parcels of land situated in Lubbock County, Texas which consist of approximately 718 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibits "A" and "B" attached to and incorporated herein (the "Properties");

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the Owners that sets forth the City services to be provided for the Properties;

WHEREAS, Owners have filed a written request with the City for full-purpose annexation of the Properties, and said petitions for annexation are set forth in Exhibit C attached to and incorporated herein (the "Petitions");

WHEREAS, the City and the Owners desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the annexation 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 Owners 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 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. 15, located at 8002 Venita Ave., Station No. 18, located at 6611 Oakridge Ave., and Station No. 3, located at 6420 25th Street. Station No. 15 is approximately 4.4 miles from the proposed annexation with an approximate response time of 6 to 7 minutes. Station 18 is approximately 4.7 miles from the proposed annexation with an approximate response time of 6 to 7 minutes. Station No. 3 is approximately 5.0 miles from the proposed annexation with an approximate response time of 7 to 8 minutes. Fire suppression activities can be afforded to the annexed area within current appropriation with a less than desirable response time. As these areas are developed an additional fire station(s) will be considered. 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. 15, located at 8002 Venita Ave., Station No. 18, located at 6611 Oakridge Ave., and Station No. 3,

located at 6420 25th Street. Station No. 15 is approximately 4.4 miles from the proposed annexation with an approximate response time of 6 to 7 minutes. Station 18 is approximately 4.7 miles from the proposed annexation with an approximate response time of 6 to 7 minutes. Station No. 3 is approximately 5.0 miles from the proposed annexation with an approximate response time of 7 to 8 minutes. 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 any roads that are within the City of Lubbock City Limits adjacent to these plats.

b. *Services to be Provided*: In accordance with the Master Thoroughfare Plan, the proposed annexation area is adjacent to approximately 5 miles of Arterial Roadway. As development occurs, the City's current policies require the City to design and build Arterial Roadways. Roadway Impact Fees will be due at the time of platting. 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. The developer may build the roadway and receive offsets in Lieu of Impact Fees.

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*: The City of Lubbock will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

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*: 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. Owners understand and acknowledge 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.

4. **AUTHORITY**. City and Owners represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owners acknowledge that approval of the annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

5. **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.

6. **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.

7. **GOVERNING LAW AND VENUE**. Venue shall be in the state courts located in Lubbock County, Texas and construed in conformity with the provisions of Texas Local Government Code Chapter 43.

8. **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 grated 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.

9. **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.

10. **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.

11. **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.

12. **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 Properties and is binding on the Owners.

13. **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 Effective Date hereof.

CITY OF LUBBOCK

DANIEL M. POPE, Mayor

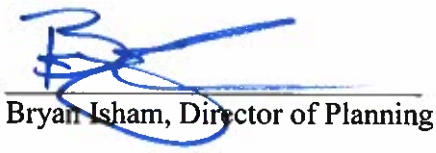
ATTEST:

Rebecca Garza, City Secretary

LOOP 88, LLC

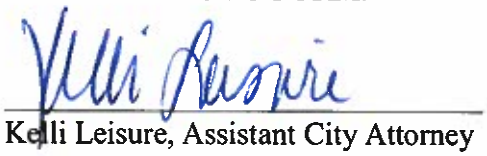
Thomas K. Payne, Manager

APPROVED AS TO CONTENT:



Bryan Isham, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

SUBSCRIBED AND SWORN TO BEFORE ME on the day of _____ day of _____, 20____, to certify which witness my hand and official seal.

[*Seal*]

[*Signature*] _____

[*Printed name*] _____

Notary Public in and for
the State of Texas

EDWARD AND CAROL DANIEL REVOCABLE TRUST

_____

Edward Daniel, Trustee

SUBSCRIBED AND SWORN TO BEFORE ME on the day of _____ day of _____, 20____, to certify which witness my hand and official seal.

[*Seal*]

[*Signature*] _____

[*Printed name*] _____

Notary Public in and for
the State of Texas

EDWARD AND CAROL DANIEL REVOCABLE TRUST

_____

Carol Daniel, Trustee

SUBSCRIBED AND SWORN TO BEFORE ME on the day of _____ day of _____, 20____, to certify which witness my hand and official seal.

[*Seal*]

[*Signature*] _____

[*Printed name*] _____

Notary Public in and for
the State of Texas

EDWARD AND CAROL DANIEL REVOCABLE TRUST

_____

Stacy Daniel Mullen, Trustee

SUBSCRIBED AND SWORN TO BEFORE ME on the day of _____ day of _____, 20____, to certify which witness my hand and official seal.

[*Seal*]

[*Signature*] _____

[*Printed name*] _____

Notary Public in and for
the State of Texas

ILENE HOBGOOD

_____

Signature

SUBSCRIBED AND SWORN TO BEFORE ME on the day of _____ day of _____, 20____, to certify which witness my hand and official seal.

[*Seal*]

[*Signature*] _____

[*Printed name*] _____

Notary Public in and for
the State of Texas

KIM NELSON

_____

Signature

SUBSCRIBED AND SWORN TO BEFORE ME on the day of _____ day of _____, 20____, to certify which witness my hand and official seal.

[*Seal*]

[*Signature*] _____

[*Printed name*] _____

Notary Public in and for
the State of Texas

SHERMAN NELSON FAMILY, LP

_____

Trustee(s)

SUBSCRIBED AND SWORN TO BEFORE ME on the day of _____ day of _____, 20____, to certify which witness my hand and official seal.

[*Seal*]

[*Signature*] _____

[*Printed name*] _____

Notary Public in and for
the State of Texas

Ccdocs/AnnexationAgreement_Loop 88 et al

LAND SURVEYORS
CIVIL ENGINEERS

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 120.71 acre tract, being located in Section 7, Block D-6, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the present city limits as established by City of Lubbock Ordinance No. 8660 for the Northwest corner of this tract, which bears S. 88°11'45" E. a distance of 65.00 feet and S. 01°50'11" W. a distance of 660.00 feet from the Northwest corner of Section 7, Block D-6, Lubbock County, Texas;

THENCE S. 88°11'45" E., along said present city limits, a distance of 2614.18 feet to a point in the Western boundary of a 72.735 acre tract of land as described under County Clerk File Number (CCFN) 2020035324 of the Official Public Records of Lubbock County, Texas (OPRLCT), for the Northeast corner of this tract;

THENCE S. 01°48'15" W., along the Western boundary of said 72.735 acre tract and the Western boundary of the plat limits of Tracts "I"- "N", Inler Business Park, a subdivision located in Section 7, Block D-6, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded under CCFN 2018020836, OPRLCT, a distance of 1981.39 feet to a point at the Southwest corner of Tract "L", said Inler Business Park;

THENCE N. 88°09'46" W. a distance of 2046.16 feet to a point 40 feet East of the Eastern boundary of a 35.455 acre tract of land as described under CCFN 2020047653, OPRLCT;

THENCE S. 01°50'14" W., along a line 40 feet East of and parallel to the Eastern boundary of said 35.455 acre tract, a distance of 2545.32 feet to a point 95 feet North of the South line of said Section 7;

THENCE S. 88°09'07" E., along a line 95 feet North of and parallel to the South line of said Section 7, distance of 180.90 feet to a point;

THENCE S. 01°50'14" W. a distance of 95.00 feet to a point in the South line of said Section 7;

THENCE N. 88°09'07" W., along the South line of said Section 7, a distance of 30.00 feet to a point;

THENCE N. 01°50'14" E. a distance of 65.00 feet to a point;

THENCE N. 88°09'07" W., along a line 65 feet North of and parallel to the South line of said Section 7, distance of 180.90 feet to a point 10 feet East of the Eastern boundary of said 35.455 acre tract;

THENCE N. 01°50'14" E., along a line 10 feet East of and parallel to the Eastern boundary of said 35.455 acre tract, a distance of 2585.31 feet to a point 10 feet North of the Northern boundary of said tract;

THENCE N. 88°09’46” W., along a line 10 feet North of and parallel to the Northern boundary of said 35.455 acre tract distance of 539.14 feet to a point 65 feet East of the West line of said Section 7;

THENCE N. 01°50’11" E., along a line 65 feet East of and Parallel to the West line of said Section 7, a distance of 1969.88 feet to the Point of Beginning.

Contains: 120.71 acres

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

March 23, 2021



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

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

LAND SURVEYORS
CIVIL ENGINEERS

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 "B"

METES AND BOUNDS DESCRIPTION of a 597.05 acre tract, being located in Section 10, Block D-6, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the West right-of-way line of F.M. 179 as described under County Clerk File Number (CCFN) 2018006378, of the Official Public Records of Lubbock County, Texas (OPRLCT), for the most Northerly Northeast corner of this tract, which bears N. 88°09'05" W. a distance of 104.21 feet and S. 01°51'13" W. a distance of 65.00 feet from the Northeast corner of Section 10, Block D-6, Lubbock County, Texas;

THENCE S. 42°51'18" E., along the West right-of-way line of said F.M. 179, a distance of 62.84 feet to a point for the most Easterly Northeast corner of this tract;

THENCE S. 01°51'24" W., continuing along the West right-of-way line of said F.M. 179, a distance of 1075.34 feet to a point at the Northwest corner of F.M. 179 right-of-way as described under CCFN 2018006377, OPRLCT;

THENCE S. 01°51'22" W., along the West right-of-way line of said F.M. 179, a distance of 235.00 feet to a point at the Northwest corner of F.M. 179 right-of-way as described under CCFN 2018006378, OPRLCT;

THENCE S. 01°51'23" W., along the West right-of-way line of said F.M. 179, a distance of 540.88 feet to a point at the Northwest corner of F.M. 179 right-of-way as described under CCFN 2018006381, OPRLCT;

THENCE S. 01°51'13" W., along the West right-of-way line of said F.M. 179, a distance of 218.00 feet to a point at the Northwest corner of F.M. 179 right-of-way as described under CCFN 2018006378, OPRLCT;

THENCE S. 01°51'23" W., along the West right-of-way line of said F.M. 179 a distance of 2406.32 feet to a point;

THENCE N. 88°08'37" W., continuing along the West right-of-way line of said F.M. 179 a distance of 10.00 feet to a point;

THENCE S. 01°51'23" W., continuing along the West right-of-way line of said F.M. 179 a distance of 587.94 feet to a point;

THENCE S. 41°33'28" W., continuing along the West right-of-way line of said F.M. 179 a distance of 59.24 feet to a point, said point being 65 feet North of the South line of said Section 10;

THENCE N. 88°10'37" W., along a line 65 feet North of and Parallel to the South line of said Section 10, a distance of 5104.26 feet to a point 65 feet East of the West line of said Section 10;

THENCE N. 01°49'46" E. along a line 65 feet East of and Parallel to the West line of said Section 10, a distance of 4390.99 feet to a point;

THENCE S. 88°09'05" E. a distance of 720.00 feet to a point;

THENCE N. 01°49’46” E., at 49.00 feet pass the Southeast corner of a 5.0 acre tract of land as described under CCFN 2015018574, OPRLCT, at 775.00 feet pass the Northeast corner of said 5.0 acre tract, continuing for a total distance of distance of 830.00 feet to a point in the North line of said Section 10;

THENCE S. 88°09’05” E., along the North line of said Section 10, a distance of 30.00 feet to a point;

THENCE S. 01°49’46” W. a distance of 65.00 feet to a point;

THENCE S. 88°09’05" E., along a line 65 feet South of and Parallel to the North line of Section 10, Block D-6, a distance of 4360.31 feet to the Point of Beginning.

Contains: 597.05 acres

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

March 19, 2021
July 21, 2021 – Revised to change exhibit number



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

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Exhibit "C"

City of Lubbock TEXAS

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): Loop 88 LLC

Address: PO Box 64664

Address: Lubbock, Texas 79464-4664

Telephone: (806) 543-0667 Email: tpayn3@gmail. com

Telephone: (___) _____ Email: _____

Acreage of property: 120.71 Number of lots and proposed use: vacant, proposed res.

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.

City of Lubbock TEXAS

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive any requirement to be offered a development agreement pursuant to the Texas Local Government Code Section 43.016, and petition your Honorable Body to extend the present city limits so as to include as part of the City of Lubbock, Texas, the territory described in the attached Exhibit A, including a survey, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to the City of Lubbock, Texas, falls within Lubbock County, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: _____

Signed: _____

Signed: _____

THE STATE OF TEXAS

COUNTY OF Lubbock

BEFORE ME, the undersigned authority, on this day personally appeared Thomas K Payne, _____, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 6 day of May, 2021.

BRANDY TRAYLOR
My Notary ID # 132285043
Expires December 17, 2023

Brandy Traylor

Notary Public in and for Lubbock County, Texas.

LAND SURVEYORS
CIVIL ENGINEERS

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 120.71 acre tract, being located in Section 7, Block D-6, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the present city limits as established by City of Lubbock Ordinance No. 8660 for the Northwest corner of this tract, which bears S. 88°11'45" E. a distance of 65.00 feet and S. 01°50'11" W. a distance of 660.00 feet from the Northwest corner of Section 7, Block D-6, Lubbock County, Texas;

THENCE S. 88°11'45" E., along said present city limits, a distance of 2614.18 feet to a point in the Western boundary of a 72.735 acre tract of land as described under County Clerk File Number (CCFN) 2020035324 of the Official Public Records of Lubbock County, Texas (OPRLCT), for the Northeast corner of this tract;

THENCE S. 01°48'15" W., along the Western boundary of said 72.735 acre tract and the Western boundary of the plat limits of Tracts "I"- "N", Inler Business Park, a subdivision located in Section 7, Block D-6, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded under CCFN 2018020836, OPRLCT, a distance of 1981.39 feet to a point at the Southwest corner of Tract "L", said Inler Business Park;

THENCE N. 88°09'46" W. a distance of 2046.16 feet to a point 40 feet East of the Eastern boundary of a 35.455 acre tract of land as described under CCFN 2020047653, OPRLCT;

THENCE S. 01°50'14" W., along a line 40 feet East of and parallel to the Eastern boundary of said 35.455 acre tract, a distance of 2545.32 feet to a point 95 feet North of the South line of said Section 7;

THENCE S. 88°09'07" E., along a line 95 feet North of and parallel to the South line of said Section 7, distance of 180.90 feet to a point;

THENCE S. 01°50'14" W. a distance of 95.00 feet to a point in the South line of said Section 7;

THENCE N. 88°09'07" W., along the South line of said Section 7, a distance of 30.00 feet to a point;

THENCE N. 01°50'14" E. a distance of 65.00 feet to a point;

THENCE N. 88°09'07" W., along a line 65 feet North of and parallel to the South line of said Section 7, distance of 180.90 feet to a point 10 feet East of the Eastern boundary of said 35.455 acre tract;

THENCE N. 01°50'14" E., along a line 10 feet East of and parallel to the Eastern boundary of said 35.455 acre tract, a distance of 2585.31 feet to a point 10 feet North of the Northern boundary of said tract;

THENCE N. 88°09’46” W., along a line 10 feet North of and parallel to the Northern boundary of said 35.455 acre tract distance of 539.14 feet to a point 65 feet East of the West line of said Section 7;

THENCE N. 01°50’11" E., along a line 65 feet East of and Parallel to the West line of said Section 7, a distance of 1969.88 feet to the Point of Beginning.

Contains: 120.71 acres

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

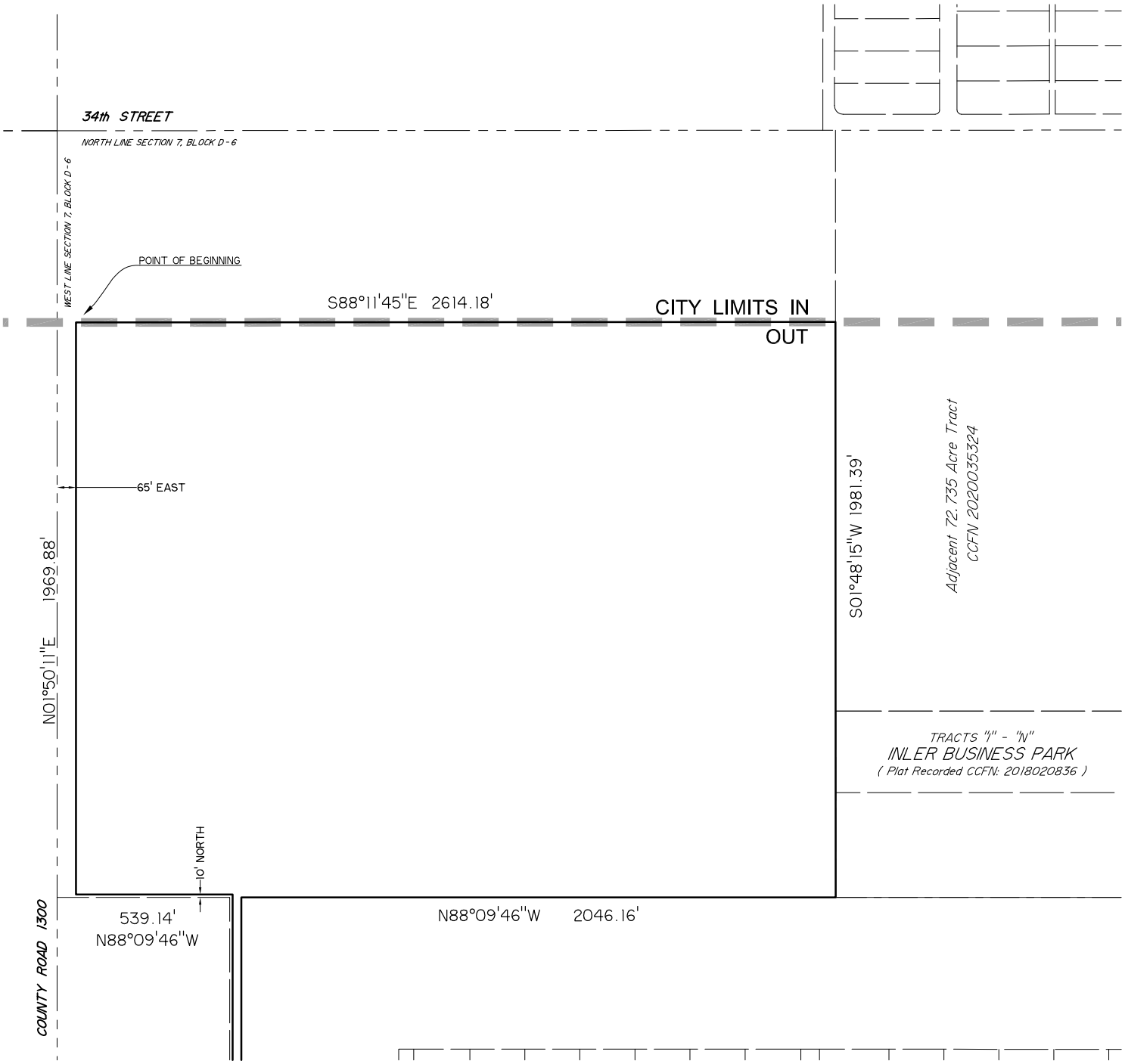
March 23, 2021



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

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

EXHIBIT "A-1"
Sketch Illustrating Proposed Annexation

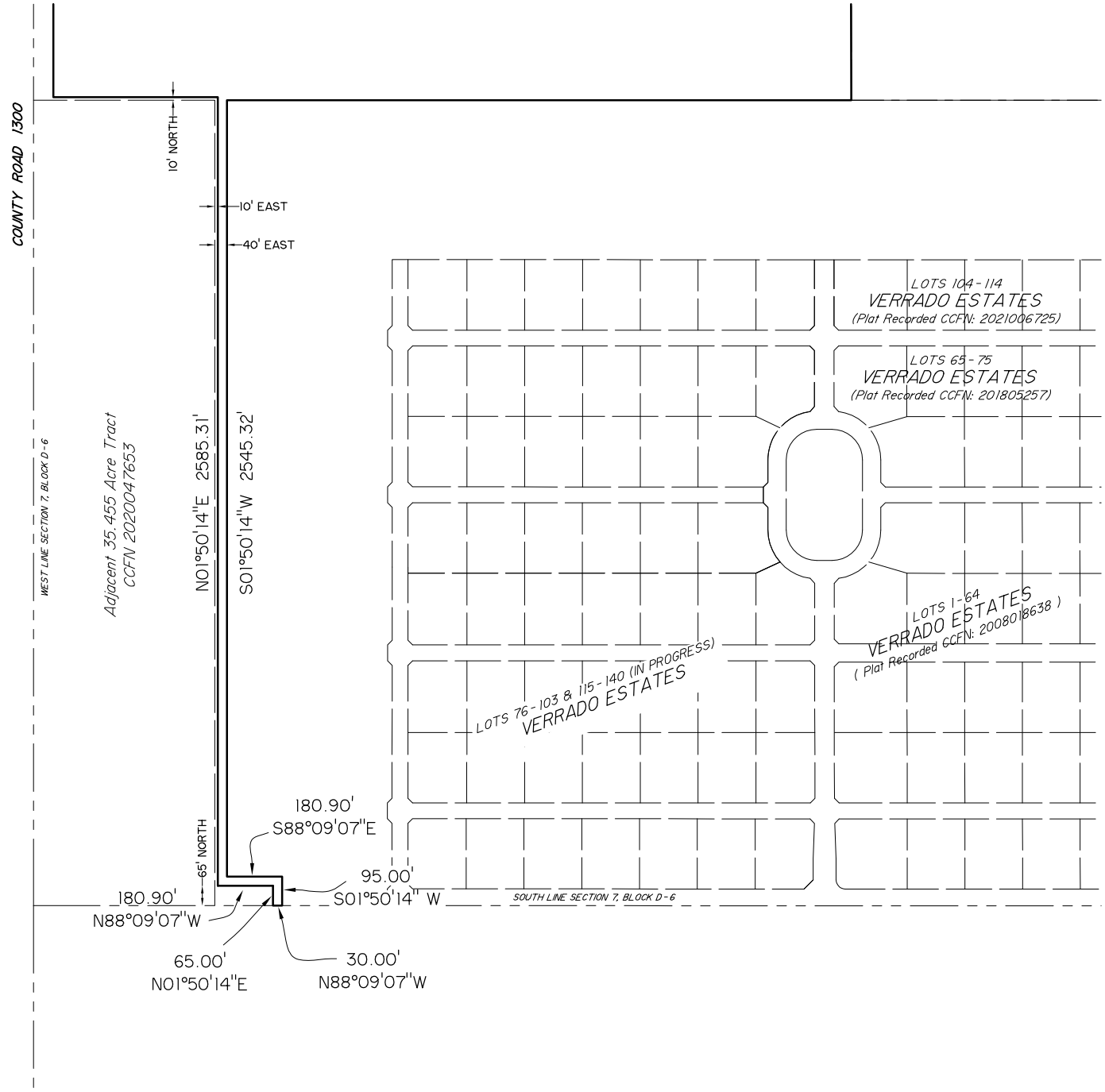


NORTH

SCALE: 1"=500'
DATE: 07-21-2021

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS • CIVIL ENGINEERS • LAND PLANNERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
PHONE: 806 / 763-5642
FAX: 806 / 763-3891
1601 AVENUE N
LUBBOCK, TEXAS 79401

EXHIBIT "A-2"
Sketch Illustrating Proposed Annexation



NORTH

SCALE: 1"=500'
DATE: 07-21-2021

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS • CIVIL ENGINEERS • LAND PLANNERS
TEXAS LICENSED SURVEYING FIRM 100676-00 | PHONE: 806 / 763-5642 | 1601 AVENUE N
TEXAS REGISTERED ENGINEERING FIRM F-760 | FAX: 806 / 763-3891 | LUBBOCK, TEXAS 79401

City of Lubbock TEXAS

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): Ilene Hobgood

Address: 5602 FM 179 Lubbock, TX 79407

Address: _____

Telephone: 806 632-5218 Email: iferN54@yahoo.com

Telephone: (___)_____ Email: _____

Acreage of property: 0.712 Number of lots and proposed use: Vacant, Proposed Residential

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.

Ilene Hobgood

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.

City of Lubbock TEXAS

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive any requirement to be offered a development agreement pursuant to the Texas Local Government Code Section 43.016, and petition your Honorable Body to extend the present city limits so as to include as part of the City of Lubbock, Texas, the territory described in the attached Exhibit A, including a survey, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to the City of Lubbock, Texas, falls within Lubbock County, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: Ilene Hobgood
Ilene Hobgood

Signed: _____

Signed: _____

THE STATE OF TEXAS
COUNTY OF Lubbock

BEFORE ME, the undersigned authority, on this day personally appeared Ilene F. Hobgood, _____, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 27 day of April, 2021.

BRANDY TRAYLOR
My Notary ID # 132285043
Expires December 17, 2023

Brandy Traylor
Notary Public in and for _____ County, Texas.

City of Lubbock TEXAS

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): Ilene Hobgood as trustee of THE SHERMAN FAMILY LP

Address: 5602 FM 179 Lubbock, TX 79407

Address: _____

Telephone: 806 632-5228 Email: ifern54@yahoo.com

Telephone: (____)_____ Email: _____

Acreage of property: 442.629 Number of lots and proposed use: Vacant, Proposed Residential

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.

City of Lubbock TEXAS

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive any requirement to be offered a development agreement pursuant to the Texas Local Government Code Section 43.016, and petition your Honorable Body to extend the present city limits so as to include as part of the City of Lubbock, Texas, the territory described in the attached Exhibit A, including a survey, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to the City of Lubbock, Texas, falls within Lubbock County, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: Ilene Hobgood
Ilene Hobgood as a Trustee of
The Sherman Family LP

Signed: _____

Signed: _____

THE STATE OF TEXAS
COUNTY OF Lubbock

BEFORE ME, the undersigned authority, on this day personally appeared Ilene Hobgood _____, _____, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 27 day of April, 2021.

BRANDY TRAYLOR
My Notary ID # 132285043
Expires December 17, 2023

Brandy Traylor
Notary Public in and for Lubbock County, Texas.

City of Lubbock TEXAS

AFFIDAVIT DESIGNATING REPRESENTATIVE

AFFIDAVIT IS NOT VALID WITHOUT COMPLETION OF ALL PAGES AND SIGNATURES – FOR MULTIPLE PROPERTY OWNERS, SUBMIT ONE AFFIDAVIT PER OWNER

I, ILENE F. HOBGOOD, individually and as a trustee of THE SHERMAN NELSON FAMILY LP, make this affidavit and hereby on oath state that:

I, being the ☑ sole ☑ partial owner of the following property:

5602 FM 179	Lubbock	Texas	79407
Property Address	City	State	Zip

Phone Email

Legal description of property (can be found on property tax statement or at **www.lubbockcad.org**:

See attached description

give my permission to below named representative, to apply for approval of an application (attach to application) to the City of Lubbock on the above-described property.

Thomas Payne

Representative's organization or entity (printed)

Signed this 27th day of April, 20 21.

Ilene Hobgood

Signature of Property Owner

Notary Public Information:

THE STATE OF TEXAS, COUNTY OF Lubbock

BEFORE ME, the undersigned authority, this day personally appeared Ilene F. Hobgood and on oath stated that the facts hereinabove are true to the best of their knowledge or belief. SWORN TO AND SUBSCRIBED before me on this the 27 day of April, 20 21.

NOTARY PUBLIC STATE OF TEXAS
BRANDY TRAYLOR
My Notary ID # 132285043
Expires December 17, 2023

Brandy Traylor

Notary Public, State of Texas

City of Lubbock TEXAS

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): Kim Ray Nelson

Address: 5402 FM 179, :ubbock, TX 79407

Address: _____

Telephone: (806) 781-9146 Email: kimn@hubcityimpressions.com

Telephone: (___) _____ Email: _____

Acreage of property: 1.173 Number of lots and proposed use: Vacant, Proposed Residential

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.

Kim Nelson

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.

City of Lubbock TEXAS

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive any requirement to be offered a development agreement pursuant to the Texas Local Government Code Section 43.016, and petition your Honorable Body to extend the present city limits so as to include as part of the City of Lubbock, Texas, the territory described in the attached Exhibit A, including a survey, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to the City of Lubbock, Texas, falls within Lubbock County, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: Kim Ray Nelson
Kim Ray Nelson

Signed: _____

Signed: _____

THE STATE OF TEXAS
COUNTY OF Lubbock

BEFORE ME, the undersigned authority, on this day personally appeared Kim Ray Nelson, _____, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 27 day of April, 2021.

BRANDY TRAYLOR
My Notary ID # 132285043
Expires December 17, 2023

Brandy Traylor
Notary Public in and for _____ County, Texas.

City of Lubbock TEXAS

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): Kim Ray Nelson as a trustee of THE SHERMAN FAMILY LP

Address: 5402 FM 179, Lubbock, TX 79407

Address: _____

Telephone: (806) 781-9146 Email: kimn@hubcityimpressions.com

Telephone: (____) _____ Email: _____

Acreage of property: 442.629 Number of lots and proposed use: Vacant, Proposed Residential

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.

Kim Ray Nelson

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.

City of Lubbock TEXAS

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive any requirement to be offered a development agreement pursuant to the Texas Local Government Code Section 43.016, and petition your Honorable Body to extend the present city limits so as to include as part of the City of Lubbock, Texas, the territory described in the attached Exhibit A, including a survey, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to the City of Lubbock, Texas, falls within Lubbock County, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: Kim Ray Nelson
Kim Ray Nelson, as a Trustee of
The Sherman Family LP

Signed: _____

Signed: _____

THE STATE OF TEXAS
COUNTY OF Lubbock

BEFORE ME, the undersigned authority, on this day personally appeared Kim Ray Nelson, _____, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 27 day of April, 2021.

BRANDY TAYLOR
My Notary ID # 132285043
Expires December 17, 2023

Brandy Taylor
Notary Public in and for Lubbock County, Texas.

City of Lubbock TEXAS

AFFIDAVIT DESIGNATING REPRESENTATIVE

AFFIDAVIT IS NOT VALID WITHOUT COMPLETION OF ALL PAGES AND SIGNATURES – FOR MULTIPLE PROPERTY OWNERS, SUBMIT ONE AFFIDAVIT PER OWNER

I, KIM RAY NELSON, individually and as a trustee of THE SHERMAN NELSON FAMILY LP, make this affidavit and hereby on oath state that:

I, being the ☑ sole ☑ partial owner of the following property:

5402 FM 179	Lubbock	Texas	79407
Property Address	City	State	Zip

Phone _____ Email _____

Legal description of property (can be found on property tax statement or at **www.lubbockcad.org**:

See attached description

give my permission to below named representative, to apply for approval of an application (attach to application) to the City of Lubbock on the above-described property.

Thomas Payne

Representative's organization or entity (printed)

Signed this 27th day of April, 2021.

Kim Nelson

Signature of Property Owner

Notary Public Information:

THE STATE OF TEXAS, COUNTY OF Lubbock

BEFORE ME, the undersigned authority, this day personally appeared Kim Ray Nelson and on oath stated that the facts hereinabove are true to the best of their knowledge or belief. SWORN TO AND SUBSCRIBED before me on this the 27 day of April, 2021.

NOTARY PUBLIC STATE OF TEXAS
BRANDY TRAYLOR
My Notary ID # 132285043
Expires December 17, 2023

Brandy Traylor

Notary Public, State of Texas

City of Lubbock TEXAS

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): EDWARD DANIEL, as a trustee of EDWARD & CAROL DANIEL REVOCABLE TRUST

Address: 1100 Troon Drive West, Niceville, FL 32578

Address: _____

Telephone: (850) 621-3905 Email: carolcdaniel@hotmail.com

Telephone: (___)_____ Email: _____

Acreage of property: 152.32 Number of lots and proposed use: Vacant, proposed residential

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.

4 May 01

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.

City of Lubbock TEXAS

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive any requirement to be offered a development agreement pursuant to the Texas Local Government Code Section 43.016, and petition your Honorable Body to extend the present city limits so as to include as part of the City of Lubbock, Texas, the territory described in the attached Exhibit A, including a survey, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to the City of Lubbock, Texas, falls within Lubbock County, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: _____
Edward L. Daniel, Individually and as Trustee of Edward & Carol Daniel Revocable Trust

Signed: _____

Signed: _____

THE STATE OF ~~TEXAS~~ Florida ST

COUNTY OF Okaloosa

BEFORE ME, the undersigned authority, on this day personally appeared Edward L. Daniel, _____, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 24 day of May, 2021.

CASEY LEIGH JOHNSON
Notary Public-State of Florida
Commission # HH 92578
My Commission Expires
February 14, 2025

_____
Notary Public in and for Okaloosa County, ~~Texas~~ Florida ST

City of Lubbock TEXAS

AFFIDAVIT DESIGNATING REPRESENTATIVE

AFFIDAVIT IS NOT VALID WITHOUT COMPLETION OF ALL PAGES AND SIGNATURES – FOR MULTIPLE PROPERTY OWNERS, SUBMIT ONE AFFIDAVIT PER OWNER

I, EDWARD L. DANIEL, as a trustee of the EDWARD & CAROL DANIEL REVOCABLE TRUST, make this affidavit and hereby on oath state that:

I, being the ☐ sole ☑ partial owner of the following property:

No address assigned

Property Address | City | State | Zip

Phone | Email

Legal description of property (can be found on property tax statement or at **www.lubbockcad.org**:

See attached description

give my permission to below named representative, to apply for approval of an application (attach to application) to the City of Lubbock on the above-described property.

Thomas Payne

Representative's organization or entity (printed)

Signed this _____ day of _____, 20_____.

Signature of Property Owner

Notary Public Information:

THE STATE OF ~~TEXAS~~ Florida, COUNTY OF Okaloosa

BEFORE ME, the undersigned authority, this day personally appeared Edward Daniel

and on oath stated that the facts hereinabove are true to the best of their knowledge or belief. SWORN TO AND SUBSCRIBED before me on this the 4 day of May, 2021.

CASEY LEIGH JOHNSON
Notary Public-State of Florida
Commission # HH 92578
My Commission Expires
February 14, 2025

Notary Public, State of ~~Texas~~ Florida

City of Lubbock TEXAS

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): CAROL DANIEL, as a trustee of EDWARD & CAROL DANIEL REVOCABLE TRUST

Address: 1100 Troon Drive West, Niceville, FL 32578

Address: _____

Telephone: (850) 621-3905 Email: carolcdaniel@hotmail.com

Telephone: (___) _____ Email: _____

Acreage of property: 152.32 Number of lots and proposed use: Vacant, proposed residential

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.

Carol Daniel

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.

City of Lubbock TEXAS

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive any requirement to be offered a development agreement pursuant to the Texas Local Government Code Section 43.016, and petition your Honorable Body to extend the present city limits so as to include as part of the City of Lubbock, Texas, the territory described in the attached Exhibit A, including a survey, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to the City of Lubbock, Texas, falls within Lubbock County, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: Carol Daniel
Carol Daniel, individually and as Trustee of Edward & Carol Daniel Revocable Trust

Signed: _____

Signed: _____

THE STATE OF ~~TEXAS~~ Florida

COUNTY OF Okaloosa

BEFORE ME, the undersigned authority, on this day personally appeared Carol Daniel _____, _____, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 3rd day of May, 2021.

Notary Public State of Florida
Andrea A. Johnson
My Commission GG 149310
Expires 10/08/2021

Andrea A Johnson

Notary Public in and for Okaloosa County, ~~Texas~~. Florida

City of Lubbock TEXAS

AFFIDAVIT DESIGNATING REPRESENTATIVE

AFFIDAVIT IS NOT VALID WITHOUT COMPLETION OF ALL PAGES AND SIGNATURES – FOR MULTIPLE PROPERTY OWNERS, SUBMIT ONE AFFIDAVIT PER OWNER

I, CAROL DANIEL as trustee of EDWARD & CAROL DANIEL REVOCABLE TRUST, make this affidavit and hereby on oath state that:

I, being the ☐ sole ☑ partial owner of the following property:

No address assigned

Property Address | City | State | Zip

Phone | Email

Legal description of property (can be found on property tax statement or at **www.lubbockcad.org**:

See attached description

give my permission to below named representative, to apply for approval of an application (attach to application) to the City of Lubbock on the above-described property.

Thomas Payne

Representative's organization or entity (printed)

Signed this 3rd day of May, 2021.

Carol Daniel

Signature of Property Owner

Notary Public Information:

THE STATE OF ~~TEXAS~~ Florida, COUNTY OF Okaloosa

BEFORE ME, the undersigned authority, this day personally appeared Carol Daniel

and on oath stated that the facts hereinabove are true to the best of their knowledge or belief. SWORN TO AND SUBSCRIBED before me on this the 3rd day of May, 20 21.

Notary Public State of Florida
Andrea A. Johnson
My Commission GG 149310
Expires 10/08/2021

Andrea A Johnson

Notary Public, State of ~~Texas~~ Florida

LAND SURVEYORS
CIVIL ENGINEERS

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 "B"

METES AND BOUNDS DESCRIPTION of a 597.05 acre tract, being located in Section 10, Block D-6, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the West right-of-way line of F.M. 179 as described under County Clerk File Number (CCFN) 2018006378, of the Official Public Records of Lubbock County, Texas (OPRLCT), for the most Northerly Northeast corner of this tract, which bears N. 88°09'05" W. a distance of 104.21 feet and S. 01°51'13" W. a distance of 65.00 feet from the Northeast corner of Section 10, Block D-6, Lubbock County, Texas;

THENCE S. 42°51'18" E., along the West right-of-way line of said F.M. 179, a distance of 62.84 feet to a point for the most Easterly Northeast corner of this tract;

THENCE S. 01°51'24" W., continuing along the West right-of-way line of said F.M. 179, a distance of 1075.34 feet to a point at the Northwest corner of F.M. 179 right-of-way as described under CCFN 2018006377, OPRLCT;

THENCE S. 01°51'22" W., along the West right-of-way line of said F.M. 179, a distance of 235.00 feet to a point at the Northwest corner of F.M. 179 right-of-way as described under CCFN 2018006378, OPRLCT;

THENCE S. 01°51'23" W., along the West right-of-way line of said F.M. 179, a distance of 540.88 feet to a point at the Northwest corner of F.M. 179 right-of-way as described under CCFN 2018006381, OPRLCT;

THENCE S. 01°51'13" W., along the West right-of-way line of said F.M. 179, a distance of 218.00 feet to a point at the Northwest corner of F.M. 179 right-of-way as described under CCFN 2018006378, OPRLCT;

THENCE S. 01°51'23" W., along the West right-of-way line of said F.M. 179 a distance of 2406.32 feet to a point;

THENCE N. 88°08'37" W., continuing along the West right-of-way line of said F.M. 179 a distance of 10.00 feet to a point;

THENCE S. 01°51'23" W., continuing along the West right-of-way line of said F.M. 179 a distance of 587.94 feet to a point;

THENCE S. 41°33'28" W., continuing along the West right-of-way line of said F.M. 179 a distance of 59.24 feet to a point, said point being 65 feet North of the South line of said Section 10;

THENCE N. 88°10'37" W., along a line 65 feet North of and Parallel to the South line of said Section 10, a distance of 5104.26 feet to a point 65 feet East of the West line of said Section 10;

THENCE N. 01°49'46" E. along a line 65 feet East of and Parallel to the West line of said Section 10, a distance of 4390.99 feet to a point;

THENCE S. 88°09'05" E. a distance of 720.00 feet to a point;

THENCE N. 01°49’46” E., at 49.00 feet pass the Southeast corner of a 5.0 acre tract of land as described under CCFN 2015018574, OPRLCT, at 775.00 feet pass the Northeast corner of said 5.0 acre tract, continuing for a total distance of distance of 830.00 feet to a point in the North line of said Section 10;

THENCE S. 88°09’05” E., along the North line of said Section 10, a distance of 30.00 feet to a point;

THENCE S. 01°49’46” W. a distance of 65.00 feet to a point;

THENCE S. 88°09’05" E., along a line 65 feet South of and Parallel to the North line of Section 10, Block D-6, a distance of 4360.31 feet to the Point of Beginning.

Contains: 597.05 acres

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

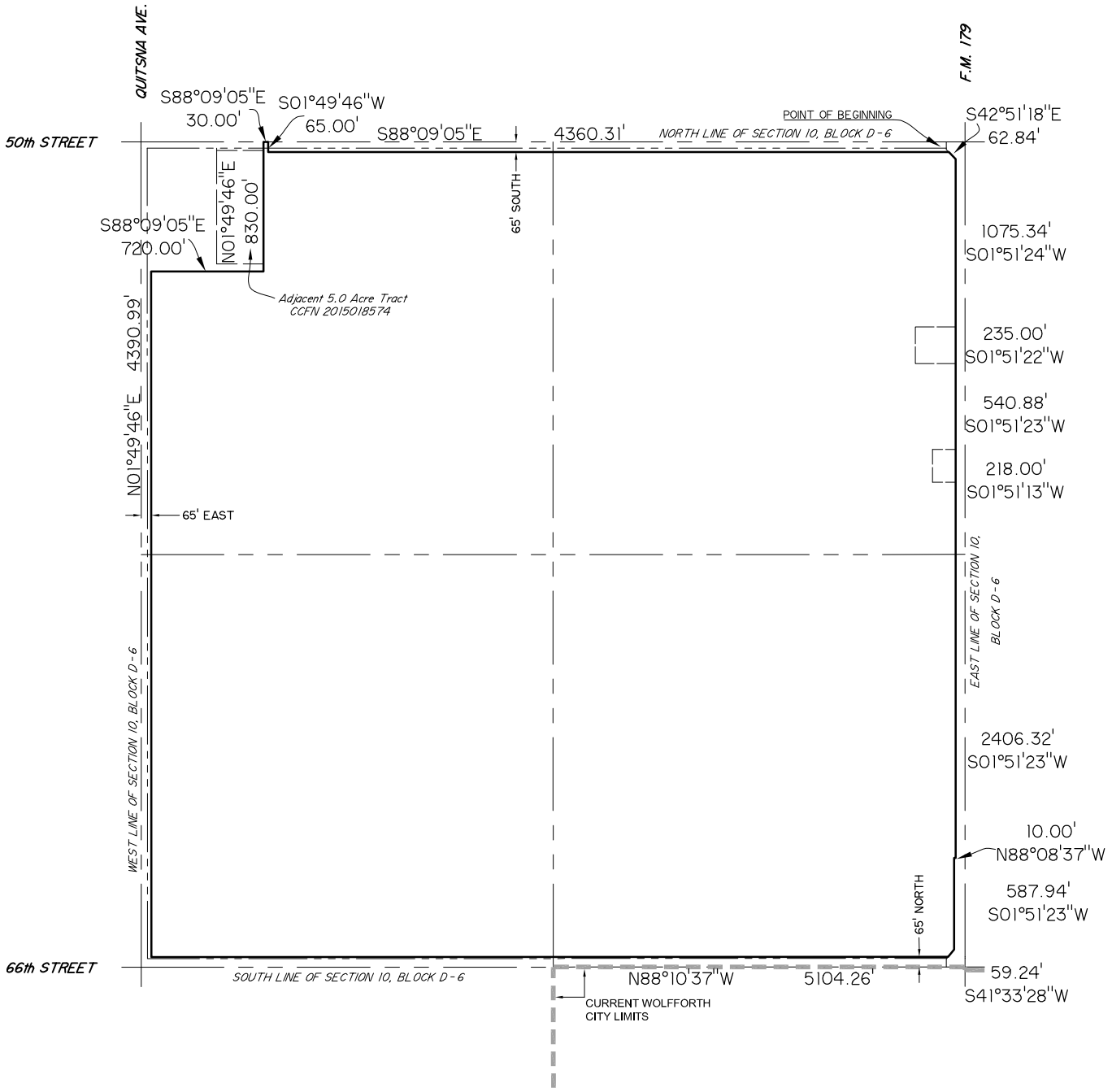
March 19, 2021
July 21, 2021 – Revised to change exhibit number



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

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

EXHIBIT "B-1"
Sketch Illustrating Proposed Annexation

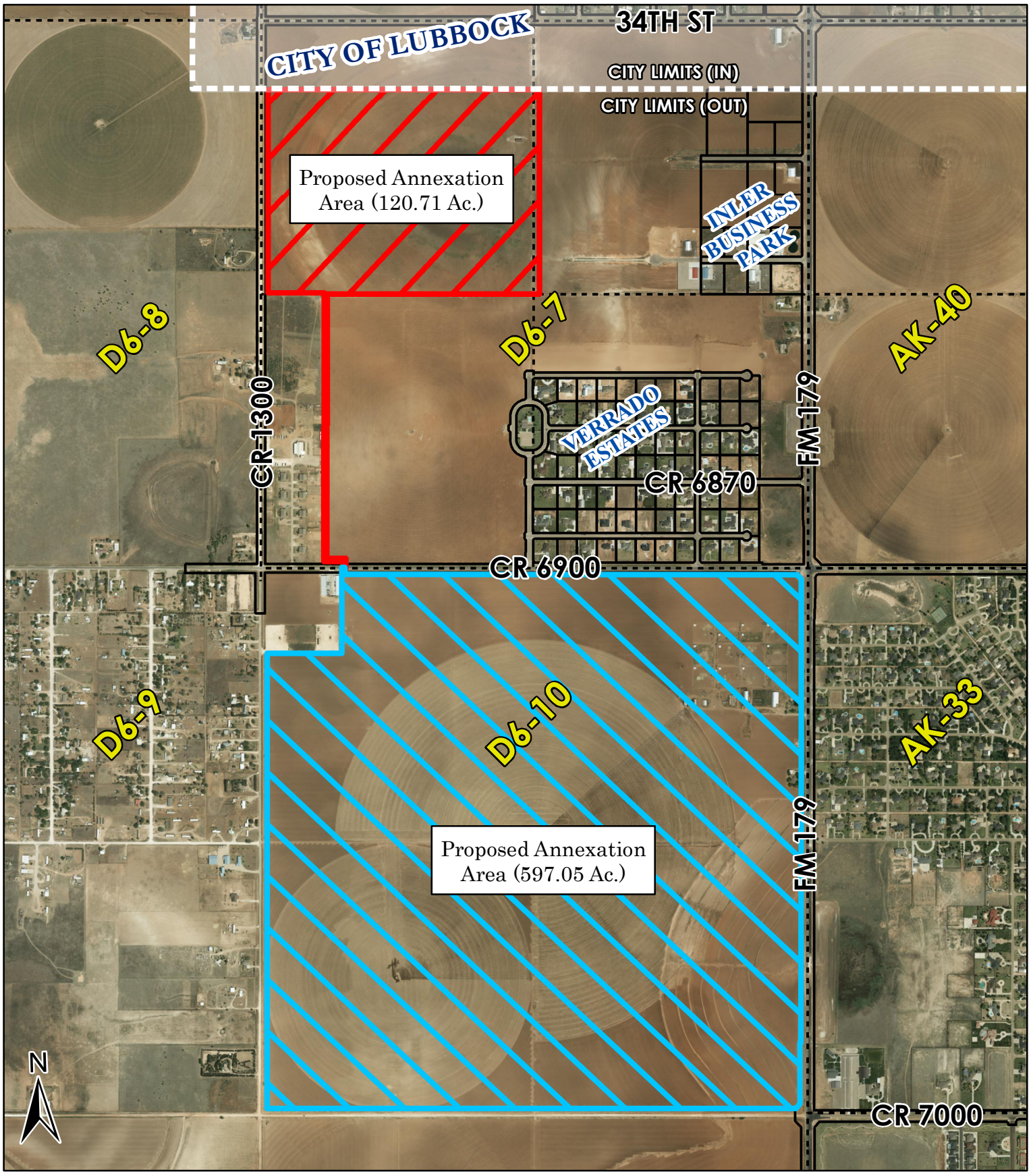


NORTH

SCALE: 1"=1000'
DATE: 07-21-2021

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS • CIVIL ENGINEERS • LAND PLANNERS
TEXAS LICENSED SURVEYING FIRM 100676-00 | PHONE: 806 / 763-5642 | 1601 AVENUE N
TEXAS REGISTERED ENGINEERING FIRM F-760 | FAX: 806 / 763-3891 | LUBBOCK, TEXAS 79401

Proposed Annexation Areas (717.76 Ac. Total) Located in Section 7, Block D6 and Section 10, Block D6, 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.

0 500 1,000 2,000 3,000

Feet

City of Lubbock TEXAS

City of Lubbock TEXAS

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): Loop 88 LLC

Address: PO Box 64664

Address: Lubbock, Texas 79464-4664

Telephone: (806) 543-0667 Email: tpayn3@gmail. com

Telephone: (___) _____ Email: _____

Acreage of property: 120.71 Number of lots and proposed use: vacant, proposed res.

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.

City of Lubbock TEXAS

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive any requirement to be offered a development agreement pursuant to the Texas Local Government Code Section 43.016, and petition your Honorable Body to extend the present city limits so as to include as part of the City of Lubbock, Texas, the territory described in the attached Exhibit A, including a survey, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to the City of Lubbock, Texas, falls within Lubbock County, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: _____

Signed: _____

Signed: _____

THE STATE OF TEXAS

COUNTY OF Lubbock

BEFORE ME, the undersigned authority, on this day personally appeared Thomas K Payne, _____, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 6 day of May, 2021.

BRANDY TRAYLOR
My Notary ID # 132285043
Expires December 17, 2023

Brandy Traylor

Notary Public in and for Lubbock County, Texas.

LAND SURVEYORS
CIVIL ENGINEERS

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 120.71 acre tract, being located in Section 7, Block D-6, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the present city limits as established by City of Lubbock Ordinance No. 8660 for the Northwest corner of this tract, which bears S. 88°11'45" E. a distance of 65.00 feet and S. 01°50'11" W. a distance of 660.00 feet from the Northwest corner of Section 7, Block D-6, Lubbock County, Texas;

THENCE S. 88°11'45" E., along said present city limits, a distance of 2614.18 feet to a point in the Western boundary of a 72.735 acre tract of land as described under County Clerk File Number (CCFN) 2020035324 of the Official Public Records of Lubbock County, Texas (OPRLCT), for the Northeast corner of this tract;

THENCE S. 01°48'15" W., along the Western boundary of said 72.735 acre tract and the Western boundary of the plat limits of Tracts "I"- "N", Inler Business Park, a subdivision located in Section 7, Block D-6, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded under CCFN 2018020836, OPRLCT, a distance of 1981.39 feet to a point at the Southwest corner of Tract "L", said Inler Business Park;

THENCE N. 88°09'46" W. a distance of 2046.16 feet to a point 40 feet East of the Eastern boundary of a 35.455 acre tract of land as described under CCFN 2020047653, OPRLCT;

THENCE S. 01°50'14" W., along a line 40 feet East of and parallel to the Eastern boundary of said 35.455 acre tract, a distance of 2545.32 feet to a point 95 feet North of the South line of said Section 7;

THENCE S. 88°09'07" E., along a line 95 feet North of and parallel to the South line of said Section 7, distance of 180.90 feet to a point;

THENCE S. 01°50'14" W. a distance of 95.00 feet to a point in the South line of said Section 7;

THENCE N. 88°09'07" W., along the South line of said Section 7, a distance of 30.00 feet to a point;

THENCE N. 01°50'14" E. a distance of 65.00 feet to a point;

THENCE N. 88°09'07" W., along a line 65 feet North of and parallel to the South line of said Section 7, distance of 180.90 feet to a point 10 feet East of the Eastern boundary of said 35.455 acre tract;

THENCE N. 01°50'14" E., along a line 10 feet East of and parallel to the Eastern boundary of said 35.455 acre tract, a distance of 2585.31 feet to a point 10 feet North of the Northern boundary of said tract;

THENCE N. 88°09’46” W., along a line 10 feet North of and parallel to the Northern boundary of said 35.455 acre tract distance of 539.14 feet to a point 65 feet East of the West line of said Section 7;

THENCE N. 01°50’11" E., along a line 65 feet East of and Parallel to the West line of said Section 7, a distance of 1969.88 feet to the Point of Beginning.

Contains: 120.71 acres

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

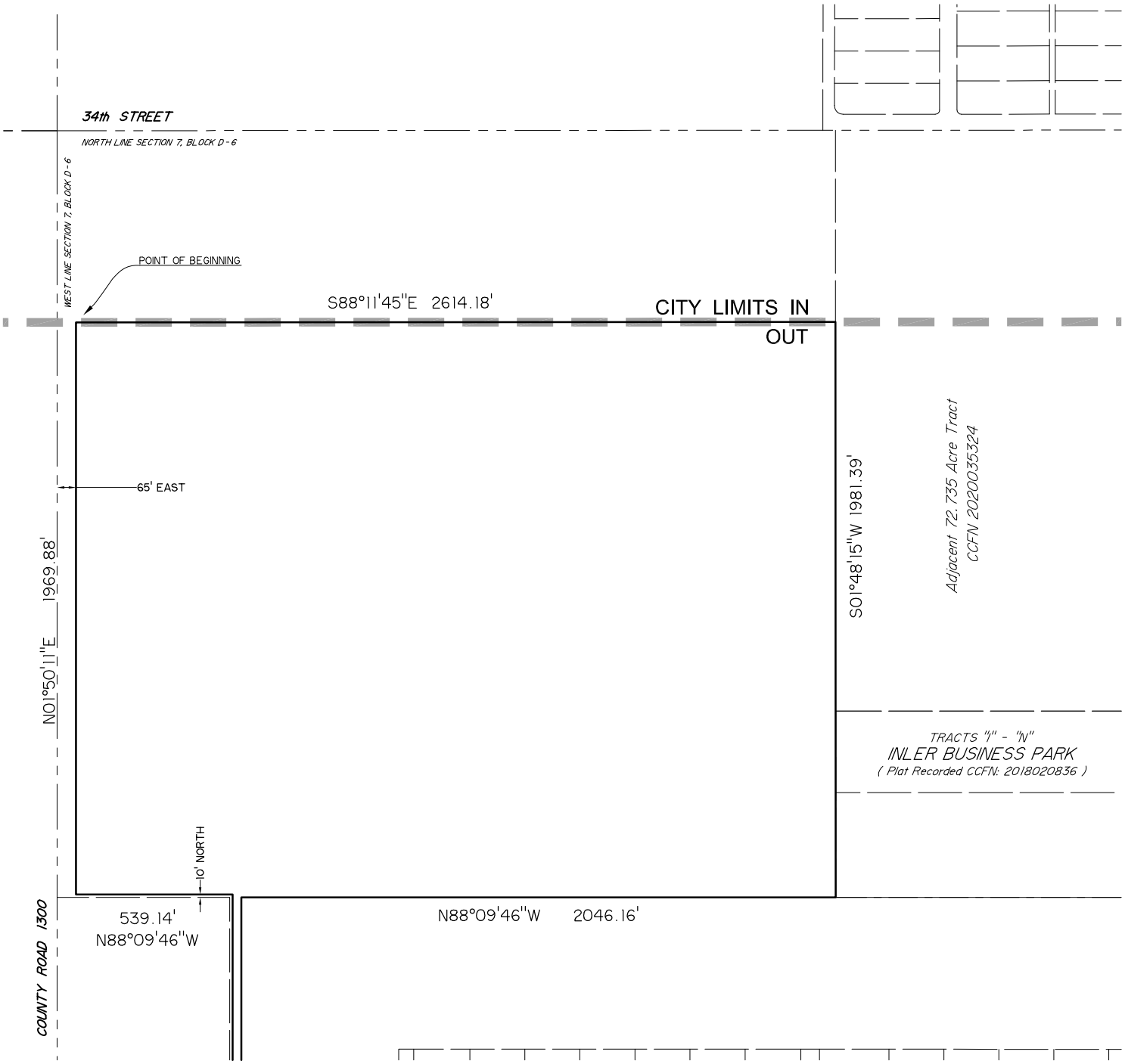
March 23, 2021



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

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

EXHIBIT "A-1"
Sketch Illustrating Proposed Annexation



NORTH

SCALE: 1"=500'
DATE: 07-21-2021

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS • CIVIL ENGINEERS • LAND PLANNERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
PHONE: 806 / 763-5642
FAX: 806 / 763-3891
1601 AVENUE N
LUBBOCK, TEXAS 79401

City of Lubbock TEXAS

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): Ilene Hobgood

Address: 5602 FM 179 Lubbock, TX 79407

Address: _____

Telephone: 806 632-5218 Email: iferN54@yahoo.com

Telephone: (___)_____ Email: _____

Acreage of property: 0.712 Number of lots and proposed use: Vacant, Proposed Residential

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.

Ilene Hobgood

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.

City of Lubbock TEXAS

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive any requirement to be offered a development agreement pursuant to the Texas Local Government Code Section 43.016, and petition your Honorable Body to extend the present city limits so as to include as part of the City of Lubbock, Texas, the territory described in the attached Exhibit A, including a survey, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to the City of Lubbock, Texas, falls within Lubbock County, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: Ilene Hobgood
Ilene Hobgood

Signed: _____

Signed: _____

THE STATE OF TEXAS
COUNTY OF Lubbock

BEFORE ME, the undersigned authority, on this day personally appeared Ilene F. Hobgood, _____, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 27 day of April, 2021.

BRANDY TRAYLOR
My Notary ID # 132285043
Expires December 17, 2023

Brandy Traylor
Notary Public in and for _____ County, Texas.

City of Lubbock TEXAS

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): Ilene Hobgood as trustee of THE SHERMAN FAMILY LP

Address: 5602 FM 179 Lubbock, TX 79407

Address: _____

Telephone: 806 632-5228 Email: ifern54@yahoo.com

Telephone: (____)_____ Email: _____

Acreage of property: 442.629 Number of lots and proposed use: Vacant, Proposed Residential

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.

City of Lubbock TEXAS

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive any requirement to be offered a development agreement pursuant to the Texas Local Government Code Section 43.016, and petition your Honorable Body to extend the present city limits so as to include as part of the City of Lubbock, Texas, the territory described in the attached Exhibit A, including a survey, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to the City of Lubbock, Texas, falls within Lubbock County, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: Ilene Hobgood
Ilene Hobgood as a Trustee of
The Sherman Family LP

Signed: _____

Signed: _____

THE STATE OF TEXAS
COUNTY OF Lubbock

BEFORE ME, the undersigned authority, on this day personally appeared Ilene Hobgood _____, _____, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 27 day of April, 2021.

BRANDY TRAYLOR
My Notary ID # 132285043
Expires December 17, 2023

Brandy Traylor
Notary Public in and for Lubbock County, Texas.

City of Lubbock TEXAS

AFFIDAVIT DESIGNATING REPRESENTATIVE

AFFIDAVIT IS NOT VALID WITHOUT COMPLETION OF ALL PAGES AND SIGNATURES – FOR MULTIPLE PROPERTY OWNERS, SUBMIT ONE AFFIDAVIT PER OWNER

I, ILENE F. HOBGOOD, individually and as a trustee of THE SHERMAN NELSON FAMILY LP, make this affidavit and hereby on oath state that:

I, being the ☑ sole ☑ partial owner of the following property:

5602 FM 179	Lubbock	Texas	79407
Property Address	City	State	Zip

Phone Email

Legal description of property (can be found on property tax statement or at **www.lubbockcad.org**:

See attached description

give my permission to below named representative, to apply for approval of an application (attach to application) to the City of Lubbock on the above-described property.

Thomas Payne

Representative's organization or entity (printed)

Signed this 27th day of April, 20 21.

Ilene Hobgood

Signature of Property Owner

Notary Public Information:

THE STATE OF TEXAS, COUNTY OF Lubbock

BEFORE ME, the undersigned authority, this day personally appeared Ilene F. Hobgood and on oath stated that the facts hereinabove are true to the best of their knowledge or belief. SWORN TO AND SUBSCRIBED before me on this the 27 day of April, 20 21.

NOTARY PUBLIC STATE OF TEXAS
BRANDY TRAYLOR
My Notary ID # 132285043
Expires December 17, 2023

Brandy Traylor

Notary Public, State of Texas

City of Lubbock TEXAS

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): Kim Ray Nelson

Address: 5402 FM 179, :ubbock, TX 79407

Address: _____

Telephone: (806) 781-9146 Email: kimn@hubcityimpressions.com

Telephone: (___) _____ Email: _____

Acreage of property: 1.173 Number of lots and proposed use: Vacant, Proposed Residential

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.

Kim Nelson

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.

City of Lubbock TEXAS

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive any requirement to be offered a development agreement pursuant to the Texas Local Government Code Section 43.016, and petition your Honorable Body to extend the present city limits so as to include as part of the City of Lubbock, Texas, the territory described in the attached Exhibit A, including a survey, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to the City of Lubbock, Texas, falls within Lubbock County, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: Kim Ray Nelson
Kim Ray Nelson

Signed: _____

Signed: _____

THE STATE OF TEXAS
COUNTY OF Lubbock

BEFORE ME, the undersigned authority, on this day personally appeared Kim Ray Nelson, _____, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 27 day of April, 2021.

BRANDY TRAYLOR
My Notary ID # 132285043
Expires December 17, 2023

Brandy Traylor
Notary Public in and for _____ County, Texas.

City of Lubbock TEXAS

VOLUNTARY ANNEXATION APPLICATION

APPLICATION IS NOT VALID WITHOUT COMPLETION OF ALL PAGES AND SIGNATURES

MINIMUM SUBMITTAL REQUIREMENTS:

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- ☑ 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): Kim Ray Nelson as a trustee of THE SHERMAN FAMILY LP

Address: 5402 FM 179, Lubbock, TX 79407

Address: _____

Telephone: (806) 781-9146 Email: kimn@hubcityimpressions.com

Telephone: (____) _____ Email: _____

Acreage of property: 442.629 Number of lots and proposed use: Vacant, Proposed Residential

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.

Kim Ray Nelson

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.

City of Lubbock TEXAS

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive any requirement to be offered a development agreement pursuant to the Texas Local Government Code Section 43.016, and petition your Honorable Body to extend the present city limits so as to include as part of the City of Lubbock, Texas, the territory described in the attached Exhibit A, including a survey, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to the City of Lubbock, Texas, falls within Lubbock County, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: Kim Ray Nelson
Kim Ray Nelson, as a Trustee of
The Sherman Family LP

Signed: _____

Signed: _____

THE STATE OF TEXAS
COUNTY OF Lubbock

BEFORE ME, the undersigned authority, on this day personally appeared Kim Ray Nelson, _____, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 27 day of April, 2021.

BRANDY TAYLOR
My Notary ID # 132285043
Expires December 17, 2023

Brandy Taylor
Notary Public in and for Lubbock County, Texas.

City of Lubbock TEXAS

AFFIDAVIT DESIGNATING REPRESENTATIVE

AFFIDAVIT IS NOT VALID WITHOUT COMPLETION OF ALL PAGES AND SIGNATURES – FOR MULTIPLE PROPERTY OWNERS, SUBMIT ONE AFFIDAVIT PER OWNER

I, KIM RAY NELSON, individually and as a trustee of THE SHERMAN NELSON FAMILY LP, make this affidavit and hereby on oath state that:

I, being the ☑ sole ☑ partial owner of the following property:

5402 FM 179	Lubbock	Texas	79407
Property Address	City	State	Zip

Phone _____ Email _____

Legal description of property (can be found on property tax statement or at **www.lubbockcad.org**:

See attached description

give my permission to below named representative, to apply for approval of an application (attach to application) to the City of Lubbock on the above-described property.

Thomas Payne

Representative's organization or entity (printed)

Signed this 27th day of April, 2021.

Kim Nelson

Signature of Property Owner

Notary Public Information:

THE STATE OF TEXAS, COUNTY OF Lubbock

BEFORE ME, the undersigned authority, this day personally appeared Kim Ray Nelson and on oath stated that the facts hereinabove are true to the best of their knowledge or belief. SWORN TO AND SUBSCRIBED before me on this the 27 day of April, 2021.

NOTARY PUBLIC STATE OF TEXAS
BRANDY TRAYLOR
My Notary ID # 132285043
Expires December 17, 2023

Brandy Traylor

Notary Public, State of Texas

City of Lubbock TEXAS

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): EDWARD DANIEL, as a trustee of EDWARD & CAROL DANIEL REVOCABLE TRUST

Address: 1100 Troon Drive West, Niceville, FL 32578

Address: _____

Telephone: (850) 621-3905 Email: carolcdaniel@hotmail.com

Telephone: (___)_____ Email: _____

Acreage of property: 152.32 Number of lots and proposed use: Vacant, proposed residential

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.

4 May 01

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.

City of Lubbock TEXAS

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive any requirement to be offered a development agreement pursuant to the Texas Local Government Code Section 43.016, and petition your Honorable Body to extend the present city limits so as to include as part of the City of Lubbock, Texas, the territory described in the attached Exhibit A, including a survey, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to the City of Lubbock, Texas, falls within Lubbock County, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: _____
Edward L. Daniel, Individually and as Trustee of Edward & Carol Daniel Revocable Trust

Signed: _____

Signed: _____

THE STATE OF ~~TEXAS~~ Florida ST

COUNTY OF Okaloosa

BEFORE ME, the undersigned authority, on this day personally appeared Edward L. Daniel, _____, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 24 day of May, 2021.

CASEY LEIGH JOHNSON
Notary Public-State of Florida
Commission # HH 92578
My Commission Expires
February 14, 2025

_____
Notary Public in and for Okaloosa County, ~~Texas~~ Florida ST

City of Lubbock TEXAS

AFFIDAVIT DESIGNATING REPRESENTATIVE

AFFIDAVIT IS NOT VALID WITHOUT COMPLETION OF ALL PAGES AND SIGNATURES – FOR MULTIPLE PROPERTY OWNERS, SUBMIT ONE AFFIDAVIT PER OWNER

I, EDWARD L. DANIEL, as a trustee of the EDWARD & CAROL DANIEL REVOCABLE TRUST, make this affidavit and hereby on oath state that:

I, being the ☐ sole ☑ partial owner of the following property:

No address assigned

Property Address | City | State | Zip

Phone | Email

Legal description of property (can be found on property tax statement or at **www.lubbockcad.org**:

See attached description

give my permission to below named representative, to apply for approval of an application (attach to application) to the City of Lubbock on the above-described property.

Thomas Payne

Representative's organization or entity (printed)

Signed this _____ day of _____, 20_____.

Signature of Property Owner

Notary Public Information:

THE STATE OF ~~TEXAS~~ Florida, COUNTY OF Okaloosa

BEFORE ME, the undersigned authority, this day personally appeared Edward Daniel

and on oath stated that the facts hereinabove are true to the best of their knowledge or belief. SWORN TO AND SUBSCRIBED before me on this the 4 day of May, 2021.

CASEY LEIGH JOHNSON
Notary Public-State of Florida
Commission # HH 92578
My Commission Expires
February 14, 2025

Notary Public, State of ~~Texas~~ Florida

City of Lubbock TEXAS

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): CAROL DANIEL, as a trustee of EDWARD & CAROL DANIEL REVOCABLE TRUST

Address: 1100 Troon Drive West, Niceville, FL 32578

Address: _____

Telephone: (850) 621-3905 Email: carolcdaniel@hotmail.com

Telephone: (___) _____ Email: _____

Acreage of property: 152.32 Number of lots and proposed use: Vacant, proposed residential

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.

Carol Daniel

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.

City of Lubbock TEXAS

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive any requirement to be offered a development agreement pursuant to the Texas Local Government Code Section 43.016, and petition your Honorable Body to extend the present city limits so as to include as part of the City of Lubbock, Texas, the territory described in the attached Exhibit A, including a survey, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to the City of Lubbock, Texas, falls within Lubbock County, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: Carol Daniel
Carol Daniel, individually and as Trustee of Edward & Carol Daniel Revocable Trust

Signed: _____

Signed: _____

THE STATE OF ~~TEXAS~~ Florida

COUNTY OF Okaloosa

BEFORE ME, the undersigned authority, on this day personally appeared Carol Daniel _____, _____, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 3rd day of May, 2021.

Notary Public State of Florida
Andrea A. Johnson
My Commission GG 149310
Expires 10/08/2021

Andrea A Johnson

Notary Public in and for Okaloosa County, ~~Texas~~. Florida

City of Lubbock TEXAS

AFFIDAVIT DESIGNATING REPRESENTATIVE

AFFIDAVIT IS NOT VALID WITHOUT COMPLETION OF ALL PAGES AND SIGNATURES – FOR MULTIPLE PROPERTY OWNERS, SUBMIT ONE AFFIDAVIT PER OWNER

I, CAROL DANIEL as trustee of EDWARD & CAROL DANIEL REVOCABLE TRUST, make this affidavit and hereby on oath state that:

I, being the ☐ sole ☑ partial owner of the following property:

No address assigned

Property Address | City | State | Zip

Phone | Email

Legal description of property (can be found on property tax statement or at **www.lubbockcad.org**:

See attached description

give my permission to below named representative, to apply for approval of an application (attach to application) to the City of Lubbock on the above-described property.

Thomas Payne

Representative's organization or entity (printed)

Signed this 3rd day of May, 2021.

Carol Daniel

Signature of Property Owner

Notary Public Information:

THE STATE OF ~~TEXAS~~ Florida, COUNTY OF Okaloosa

BEFORE ME, the undersigned authority, this day personally appeared Carol Daniel

and on oath stated that the facts hereinabove are true to the best of their knowledge or belief. SWORN TO AND SUBSCRIBED before me on this the 3rd day of May, 20 21.

Notary Public State of Florida
Andrea A. Johnson
My Commission GG 149310
Expires 10/08/2021

Andrea A Johnson

Notary Public, State of ~~Texas~~ Florida

LAND SURVEYORS
CIVIL ENGINEERS

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 "B"

METES AND BOUNDS DESCRIPTION of a 597.05 acre tract, being located in Section 10, Block D-6, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the West right-of-way line of F.M. 179 as described under County Clerk File Number (CCFN) 2018006378, of the Official Public Records of Lubbock County, Texas (OPRLCT), for the most Northerly Northeast corner of this tract, which bears N. 88°09'05" W. a distance of 104.21 feet and S. 01°51'13" W. a distance of 65.00 feet from the Northeast corner of Section 10, Block D-6, Lubbock County, Texas;

THENCE S. 42°51'18" E., along the West right-of-way line of said F.M. 179, a distance of 62.84 feet to a point for the most Easterly Northeast corner of this tract;

THENCE S. 01°51'24" W., continuing along the West right-of-way line of said F.M. 179, a distance of 1075.34 feet to a point at the Northwest corner of F.M. 179 right-of-way as described under CCFN 2018006377, OPRLCT;

THENCE S. 01°51'22" W., along the West right-of-way line of said F.M. 179, a distance of 235.00 feet to a point at the Northwest corner of F.M. 179 right-of-way as described under CCFN 2018006378, OPRLCT;

THENCE S. 01°51'23" W., along the West right-of-way line of said F.M. 179, a distance of 540.88 feet to a point at the Northwest corner of F.M. 179 right-of-way as described under CCFN 2018006381, OPRLCT;

THENCE S. 01°51'13" W., along the West right-of-way line of said F.M. 179, a distance of 218.00 feet to a point at the Northwest corner of F.M. 179 right-of-way as described under CCFN 2018006378, OPRLCT;

THENCE S. 01°51'23" W., along the West right-of-way line of said F.M. 179 a distance of 2406.32 feet to a point;

THENCE N. 88°08'37" W., continuing along the West right-of-way line of said F.M. 179 a distance of 10.00 feet to a point;

THENCE S. 01°51'23" W., continuing along the West right-of-way line of said F.M. 179 a distance of 587.94 feet to a point;

THENCE S. 41°33'28" W., continuing along the West right-of-way line of said F.M. 179 a distance of 59.24 feet to a point, said point being 65 feet North of the South line of said Section 10;

THENCE N. 88°10'37" W., along a line 65 feet North of and Parallel to the South line of said Section 10, a distance of 5104.26 feet to a point 65 feet East of the West line of said Section 10;

THENCE N. 01°49'46" E. along a line 65 feet East of and Parallel to the West line of said Section 10, a distance of 4390.99 feet to a point;

THENCE S. 88°09'05" E. a distance of 720.00 feet to a point;

THENCE N. 01°49’46” E., at 49.00 feet pass the Southeast corner of a 5.0 acre tract of land as described under CCFN 2015018574, OPRLCT, at 775.00 feet pass the Northeast corner of said 5.0 acre tract, continuing for a total distance of distance of 830.00 feet to a point in the North line of said Section 10;

THENCE S. 88°09’05” E., along the North line of said Section 10, a distance of 30.00 feet to a point;

THENCE S. 01°49’46” W. a distance of 65.00 feet to a point;

THENCE S. 88°09’05" E., along a line 65 feet South of and Parallel to the North line of Section 10, Block D-6, a distance of 4360.31 feet to the Point of Beginning.

Contains: 597.05 acres

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

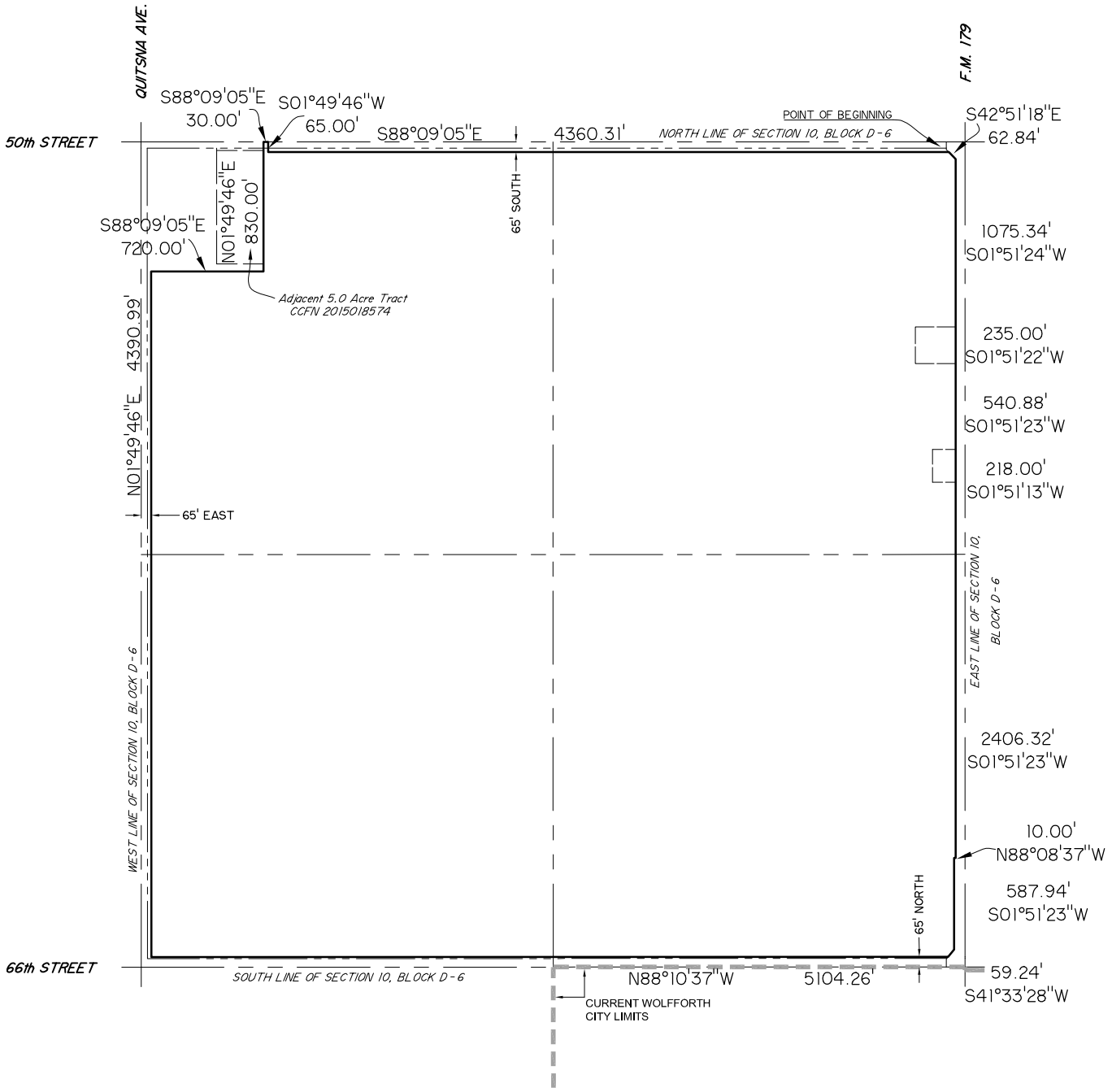
March 19, 2021
July 21, 2021 – Revised to change exhibit number



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

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

EXHIBIT "B-1"
Sketch Illustrating Proposed Annexation



NORTH

SCALE: 1"=1000'
DATE: 07-21-2021

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS • CIVIL ENGINEERS • LAND PLANNERS
TEXAS LICENSED SURVEYING FIRM 100676-00 | PHONE: 806 / 763-5642 | 1601 AVENUE N
TEXAS REGISTERED ENGINEERING FIRM F-760 | FAX: 806 / 763-3891 | LUBBOCK, TEXAS 79401

Regular City Council Meeting **7. 9.**

Meeting Date: 07/27/2021

Information

Agenda Item

Resolution - Planning: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to the Municipal Services Agreement, with Violet A. McInnes, Sandra K. Carlton, Wyatt Crawford, Melissa E. Crawford, Landshark Commercial Properties, LLC, Lubbock Cooper Independent School District, Grow Lubbock, LLC, and Red Canyon, LLC, for an area of land generally described as approximately 431.13 acres, adjacent to the southern city limits of the City of Lubbock, south of 146th Street and west of Avenue P.

Item Summary

On January 12, 2021, the City Council approved Resolution No. 2021-R0025 thereby approving an Annexation Agreement with Violet A. McInnes, Sandra K. Carlton, Wyatt Crawford, Melissa E. Crawford, and Landshark Commercial Properties, LLC. The property owners desire to voluntarily annex 110.438 acres of land that is adjacent to the southern city limits of the City of Lubbock. The resolution attached will amend the Agreement in order to add an additional 321.17 acres of land owned by Lubbock Cooper Independent School District, Grow Lubbock, LLC, and Red Canyon, LLC. The total area of land to be voluntarily annexed contains approximately 431.13 acres.

Entering into this Annexation Agreement is the first step in the voluntary annexation process is to establish a service plan that both the City and the property owners agree upon. 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
Steve O'Neal, Director of Development Services
Bryan Isham, Director of Planning

Attachments

Resolution - Municipal Service Plan
Municipal Service Plan
Annexation Map
Annexation Petitions
Resolution 2021-R0025

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. 1 to the municipal services agreement for the annexation of an area consisting of approximately 110.438 acres in the extraterritorial jurisdiction of the City of Lubbock, Texas, by and between the City of Lubbock and Violet A. McInnes, Sandra K. Carlton, Wyatt Crawford, Melissa E. Crawford, and Landshark Commercial Properties, LLC, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.Amend 1 146th & Univ. Annexation
07.13.21

AMENDMENT 1
TO THE MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF LUBBOCK, TX AND VIOLET MCINNES, SANDRA CARLTON, WYATT CRAWFORD, MELISSA CRAWFORD, AND LANDSHARK COMMERCIAL PROPERTIES, LLC

THIS IS THE FIRST AMENDMENT TO THE MUNICIPAL SERVICES AGREEMENT dated and entered into the 12th day of January 2021, via Resolution No. 2021-R0025, by and between the City of Lubbock (the "City") and Violet McInnes, Sandra Carlton, Wyatt Crawford, Melissa Crawford, and Landshark Commercial Properties, LLC, (the "Owners") for the annexation of an area consisting of approximately 110.438 acres (the "Properties") in the extraterritorial jurisdiction of the City of Lubbock, Texas.

WITNESSETH:

WHEREAS, the Owners and the City now amend the Agreement in order to add additional property of approximately 321.17 acres and additional property owners to the Agreement, and establish municipal services to be provided to all of the Properties herein.

NOW, THEREFORE, the City and Owners agree to the terms of this **FIRST AMENDMENT:**

The properties identified on the metes and bounds Exhibits "A, C, and D", attached hereto and incorporated herein, shall be included in the annexation of the Properties in this Amendment 1 to the Municipal Services Agreement. The owners of the properties in the above-referenced Exhibits, Lubbock Cooper Independent School District, Red Canyon, LLC, and Grow Lubbock, LLC are now additional "Owners" involved in the annexation. Additionally, the Exhibit "Municipal Services Plan (Tracts A, C, and D)", attached hereto and incorporated herein, shall be effective for the properties identified on the metes and bounds Exhibits "A, C, and D".

This amendment also substitutes the prior metes and bounds and service plan subject to the original Agreement with the corrected metes and bounds Exhibit "B" and the updated Exhibit "Municipal Services Plan (Tract B)", respectively, attached hereto and incorporated herein.

All other portions of the original Agreement shall remain unchanged by this Amendment.

IN WITNESS HEREOF, the parties have executed this Agreement as of this ____ day of _____ 2021.

CITY OF LUBBOCK

DANIEL M. POPE, MAYOR
ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Bryan Isham, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Violet A. McInnes

Signature

SUBSCRIBED AND SWORN TO BEFORE ME on the day of 12 day of July, 2021, to certify which witness my hand and official seal.

[Seal]

JENNIFER LEE WATSON
Notary Public, State of Texas
Comm. Expires 02/12/2022
Notary ID 13144359-8

[Signature]

[Printed name] Jennifer L Watson

Notary Public in and for
the State of Texas

Sandra K. Carlton

Signature

SUBSCRIBED AND SWORN TO BEFORE ME on the day of _____ day of _____, 20____, to certify which witness my hand and official seal.

[Seal]

[Signature] _____

[Printed name] _____

Notary Public in and for
the State of Texas

CITY OF LUBBOCK

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Bryan Isham, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Violet A. McInnes

Signature

SUBSCRIBED AND SWORN TO BEFORE ME on the day of _____ day of _____, 20____, to certify which witness my hand and official seal.

[*Seal*]

[*Signature*] _____

[*Printed name*] _____

Notary Public in and for the State of Texas

Sandra K. Carlton

Sandra K Carlton

Signature

SUBSCRIBED AND SWORN TO BEFORE ME on the day of 12 day of JULY, 20 21, to certify which witness my hand and official seal.

MALIK THOMAS
Notary Public, State of Texas
Comm. Expires 06-07-2025
Notary ID 133142366

[*Seal*]

[*Signature*] Malik Thomas

[*Printed name*] MALIK THOMAS

Notary Public in and for the State of Texas

Melissa E. Crawford

Melissa E. Crawford
Signature

SUBSCRIBED AND SWORN TO BEFORE ME on the day of 12th day of July, 2021, to certify which witness my hand and official seal.

[Seal]

JENNIFER LEE WATSON
Notary Public, State of Texas
Comm. Expires 02/12/2022
Notary ID 13144359-8

[Signature] Jennifer Watson

[Printed name] Jennifer Watson

Notary Public in and for
the State of Texas

Wyatt E. Crawford

Wyatt E. Crawford
Signature

SUBSCRIBED AND SWORN TO BEFORE ME on the day of 12th day of July, 2021, to certify which witness my hand and official seal.

[Seal]

JENNIFER LEE WATSON
Notary Public, State of Texas
Comm. Expires 02/12/2022
Notary ID 13144359-8

[Signature] Jennifer Watson

[Printed name] Jennifer Watson

Notary Public in and for
the State of Texas

Red Canyon, LLC

Signature

THOMAS K. PAYNE, MANAGER
Printed Name and Title

SUBSCRIBED AND SWORN TO BEFORE ME on the day of 8 day of July, 2021, to certify which witness my hand and official seal.

CATHIE FLUD
Notary Public, State of Texas
Comm. Expires 07-14-2024
Notary ID 132567408

[Seal]

[Signature] Cathie Flud

[Printed name] CathieFlud

Notary Public in and for
the State of Texas

Grow Lubbock, LLC

Signature

THOMAS K. PAYNE, MANAGER
Printed Name and Title

SUBSCRIBED AND SWORN TO BEFORE ME on the day of 8 day of July, 2021, to certify which witness my hand and official seal.

CATHIE FLUD
Notary Public, State of Texas
Comm. Expires 07-14-2024
Notary ID 132567408

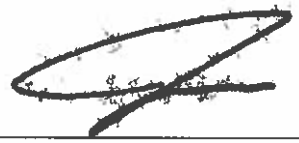
[Seal]

[Signature] Cathie Flud

[Printed name] CathieFlud

Notary Public in and for
the State of Texas

Landshark Commercial Properties, LLC



Signature

Jason SharKey

Printed Name and Title

SUBSCRIBED AND SWORN TO BEFORE ME on the day of 12th day of July, 2021, to certify which witness my hand and official seal.

JENNIFER LEE WATSON
Notary Public, State of Texas
Comm. Expires 02/12/2022
Notary ID 13144359-8

[Seal]

[Signature] Jennifer Watson

[Printed name] Jennifer Watson

Notary Public in and for
the State of Texas

APPROVED AS TO FORM:

Ann Manning, Legal Counsel,
Lubbock Cooper Independent
School District

Paul Ehlers, Lubbock Cooper Independent School District, Board of Trustees President

Signature

SUBSCRIBED AND SWORN TO BEFORE ME on the day of _____ day of _____, 20____, to certify which witness my hand and official seal.

[Seal]

[Signature] _____

[Printed name] _____

Notary Public in and for
the State of Texas

Landshark Commercial Properties, LLC

_____
Signature

_____
Printed Name and Title

SUBSCRIBED AND SWORN TO BEFORE ME on the day of _____ day of _____, 20____, to certify which witness my hand and official seal.

[*Seal*]

[*Signature*] _____

[*Printed name*] _____

Notary Public in and for
the State of Texas

APPROVED AS TO FORM:

Ann Manning

Ann Manning, Legal Counsel,
Lubbock Cooper Independent
School District

Paul Ehlers, Lubbock Cooper Independent School District, Board of Trustees President

Paul Ehlers

Signature

SUBSCRIBED AND SWORN TO BEFORE ME on the day of 7th day of July, 2021, to certify which witness my hand and official seal.

CATHY WRIGHT
Notary Public, State of Texas
Comm. Expires 08-21-2024
Notary ID 132637271

[*Seal*]

[*Signature*] Cathy Wright

[*Printed name*] Cathy Wright

Notary Public in and for
the State of Texas

Municipal Services Plan (Tracts A, C, and D)

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

Services to be Provided: Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No. 14, located at 2402 96th Street, Station No. 16, located at 4030 114th Street and Station 17, located at 3241 63rd Street. Station No. 14 is approximately 4.8 miles from the proposed annexation with an approximate response time of 6 to 7 minutes. Station 16 is approximately 5.3 miles from the proposed annexation with an approximate response time of 7 to 8 minutes. Station No. 17 is approximately 7.7 miles from the proposed annexation with an approximate response time of 11 to 12 minutes. Fire suppression activities can be afforded to the annexed area within current appropriation with a less than desirable response time. As these areas are developed an additional fire station(s) will be considered. 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. 14, located at 2402 96th Street, Station No. 16, located at 4030 114th Street and Station 17, located at 3241 63rd Street. Station No. 14 is approximately 4.8 miles from the proposed annexation with an approximate response time of 6 to 7 minutes. Station 16 is approximately 5.3 miles from the proposed annexation with an approximate response time of 7 to 8 minutes. Station No. 17 is approximately 7.7 miles from the proposed annexation with an approximate response time of 11 to 12 minutes. 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 any roads that are within the City of Lubbock City Limits adjacent to these plats.

b. *Services to be Provided*: In accordance with the Master Thoroughfare Plan, the proposed annexation area is adjacent to approximately 5 miles of Arterial Roadway. As development occurs, the City's current policies require the City to design and build Arterial Roadways. Roadway Impact Fees will be due at the time of platting. 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. The developer may build the roadway and receive offsets in Lieu of Impact Fees.

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*: The City of Lubbock will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

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*: Water infrastructure is in close proximity to these locations within the City Limits and should provide adequate flow. 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.

Municipal Services Plan (Tract B)

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. 14, located at 2402 96th Street, Station No. 16, located at 4030 114th Street and Station 17, located at 3241 63rd Street. Station No. 14 is approximately 3.8 miles from the proposed annexation with an approximate response time of 5 to 6 minutes. Station 16 is approximately 4.3 miles from the proposed annexation with an approximate response time of 6 to 7 minutes. Station No. 17 is approximately 6.7 miles from the proposed annexation with an approximate response time of 9 to 10 minutes. Fire suppression activities can be afforded to the annexed area within current appropriation with a less than desirable response time. As these areas are developed an additional fire station(s) will be considered. Fire Prevention activities will be provided by the Fire Marshal's office as needed.

ii. First Responder Emergency Medical Services

a. *Existing Services*: None

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. 14, located at 2402 96th Street, Station No. 16, located at 4030 114th Street and Station 17, located at 3241 63rd Street. Station No. 14 is approximately 3.8 miles from the proposed annexation with an approximate response time of 5 to 6 minutes. Station 16 is approximately 4.3 miles from the proposed annexation with an approximate response time of 6 to 7 minutes. Station No. 17 is approximately 6.7 miles from the proposed annexation with an approximate response time of 9 to 10 minutes. 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 and 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 road adjacent to the north of this tract (146th Street) and the portion of University Avenue (660 feet south of 146th Street) that lies within the City Limits.

b. *Services to be Provided:* In accordance with the Master Thoroughfare Plan, the proposed annexation area is adjacent to 0.3 miles of Arterial Roadway. As development occurs, the City's current policies require the City to design and build Arterial Roadways as funding is available. 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. Texas Commission on Environmental Quality (TCEQ) 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*: The City of Lubbock will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

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:* 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 oflot 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.

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

LAND SURVEYORS
CIVIL ENGINEERS

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION of a 158.59 acre tract, being the Northwest Quarter of Section 21, Block E, Abstract 434, Lubbock County, Texas, being further described as follows:

BEGINNING at a point the Northwest corner of Section 21, Block E, Waxahachie Tap Railroad Co. Survey, Abstract No. 434, Lubbock County, Texas, said point being the Northwest corner of this tract;

THENCE S. 88°27'54" E., along the North line of said Section 21, a distance of 2616.17 feet to a point for the Northwest corner of a 146.27 acre tract described under County Clerk File Number (CCFN) 2015005977 of the Official Public Records of Lubbock County, Texas (OPRLCT) and the Northeast corner of this tract;

THENCE S. 01°49'57" W., along the Western boundary of said 146.27 acre tract, a distance of 2639.92 feet to a point for the Northeast corner of a 158.8 acre tract described in Volume 5905, Page 266, Real Property Records of Lubbock County, Texas, the Southwest corner of said 146.27 acre tract, and the Southeast corner of this tract;

THENCE N. 88°27'55" W., along the Northern boundary of said 158.8 acre tract, a distance of 2617.55 feet to a point in the West line of said Section 21, at the Northwest corner of said 158.8 acre tract, and the Southwest corner of this tract;

THENCE N. 01°51'45" E., along the West line of said Section 21, a distance of 2639.95 feet to the Point of Beginning, SAVE AND EXCEPT THE FOLLOWING DESCRIBED THREE TRACTS OF LAND;

TRACT ONE:

The North 660.00 feet of the above described tract of land;

TRACT TWO:

BEGINNING at a point in the South line of the Northwest Quarter of said Section 21 and the Southern boundary of a 158.6 acre tract described under CCFN 2017015689, OPRLCT, for the Southwest corner of this tract, which bears S. 88°27'55" E. a distance of 895.00 feet from the Southwest corner of the Northwest Quarter of said Section 21;

THENCE N. 01°32'05" E. a distance of 679.00 feet to a point for the most Westerly Northwest corner of this tract;

THENCE N. 46°32'05" E. a distance of 21.21 feet to a point for the most Northerly Northwest corner of this tract;

THENCE S. 88°27'55" E. a distance of 930.00 feet to a point for the most Northerly Northeast corner of this tract;

THENCE S. 43°27'55" E. a distance of 21.21 feet to a point for the most Easterly Northeast corner of this tract;

THENCE S. 01°32'05" W. a distance of 679.00 feet to a point in the South line of the Northwest Quarter of said Section 21, and the Southern boundary of said 158.6 acre tract for the Southeast corner of this tract, from whence the Southeast corner of the Northwest Quarter of said Section 21 bears S. 88°27'55" E. a distance of 762.55 feet;

THENCE N. 88°27'55" W., along the South line of the Northwest Quarter of said Section 21, and the Southern boundary of said 158.6 acre tract, a distance of 960.00 feet to the Point of Beginning.

TRACT THREE:

BEGINNING at a point for the Southwest corner of the Northwest Quarter of said Section 21, the Southern boundary of a 158.6 acre tract described under CCFN 2017015689, OPRLCT, and the Southwest corner of this tract;

THENCE N. 01°51'45" E. a distance of 45.00 feet to a point for the most Northwest corner of this tract;

THENCE S. 88°27'55" E. a distance of 65.00 feet to a point for the most Northeast corner of this tract;

THENCE S. 01°51'45" W. a distance of 45.00 feet to a point for the most Southeast corner of this tract;

THENCE N. 88°27'55" W. a distance of 65.00 feet to a point for the most Northeast corner of this tract;

Contains: 103.59 acres

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

April 19, 2021



Brent Carroll
Registered Professional
Land Surveyor No. 5410
State of Texas

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

R2M ENGINEERING
CIVIL • ENVIRONMENTAL • SAFETY
www.R2Meng.com
5012 50th Street, Suite 204 Lubbock, TX 79414 P: (806) 783-9944 F: (806) 783-9966

EXHIBIT "B"

A tract of land containing approximately 127.235-acres out of Section 2, Block AK, E.L.&R.R. R.R. Co. Survey, Lubbock County, Texas;

BEGINNING at a point in the south right of way line of 146th Street and the west right of way line of University Avenue, said point being an angle point in Ordinance No. 2016-O0054 April 28, 2016 of the City of Lubbock recorded in Instrument No. 2016017949 of the Official Public Records of Lubbock County (OPRLC), said point also being the NE corner of a tract conveyed to Violet McInnes recorded in Instr. No. 200306359 of the OPRLC, the same point being in the west boundary of the CR2200 (University Avenue) 40' right-of-way easement conveyed to Lubbock County in Vol. 522 Pg. 407 of the OPRLC, FROM which point the NE corner of said Section 2 bears S 88°12'12" E a distance of 40 feet. to a point in the east boundary of said Section 2, and N 01°51'39" E a distance of 25.08' (record 25') to said NE corner of Section 2 having Texas Coordinate System (NAD 83 (2011)) North Central Zone (4202) Coordinates of North 7,231,217.68 and East 940,850.64 as recorded on the Bell Farms Lots 973-1003 Subdivision in Instrument No. 2019047533 OPRLC;

THENCE S 01°51'39" W common to the west boundary of the said CR2200 right-of-way easement and the west boundary of the City of Lubbock City Limit Line per Ordinance No. 2016-O0054, and also being the east boundary of said McInnes tract passing the Southeast corner and also being the Northeast corner of a tract conveyed to Sandra Carlson and recorded in Instr. No. 200306360 of the OPRLC and continuing along the east boundary to a point being the south boundary of the Lubbock City Limits per said Ordinance No. 2016-O0054 for a total distance of 635.00';

THENCE S 88°12'12" E with said south City Limit Line to a point in said East line of Section 2 a distance of 40.00';

THENCE S 01°51'39" W along the common line of said East line of Section 2 and the West line of Section 21, a distance of 1,935.58' to a point being the Northeast corner of a tract conveyed to Judy Dunn Hunley in Instr. No. 2020038954 of the OPRLC;

THENCE N 88°08'21" W along a common line being the north boundary of said Hunley tract and a south line of a tract conveyed to Landshark Commercial Properties recorded in Inst. No. 20200040582 of the OPRLC a total distance of 237.38';

THENCE S 02°11'59" W along a common line between west line of said Hunley tract and an east line of said Landshark tract to a corner of said Landshark tract, also being the Southwest corner of said Hunley tract and the Northwest corner of a tract conveyed to Judy Dunn Hunley recorded in Vol 2334 Pg 30 of the OPRLC a distance of 44.00';

THENCE N 88°13'23" W along a common line between a south line of said Landshark tract and the north line of a track conveyed to Timber Ridge Real Estate recorded in Instr. No. 2002021649 of the OPRLC to the Northwest corner of said Timber tract, also being the Northeast corner of the Timber Ridge Addition Lots 179-213 recorded in Instr. No. 2011037521 of the OPRLC and a corner of said Landshark tract a distance of 103.48';

THENCE S 01°52'52" W along the common line being the east line of said Timber Ridge Subdivision and said Timber tract a distance of 20.00' to the extended south line of the 20' public alley recorded in said Timber Ridge Lots 179-213;

THENCE N 88°13'23" W along the said south line of the 20' recorded public alley (specifically Lots 203, 202, 195, 194 185 and 184) a distance of 1956.07' to a point in the east line of Timber Ridge Addition Lots 1-178 recorded in Vol. 10089 Pg. 307 OPRLC;

THENCE continuing with the south line of said 20' public alley passing a point in the west midsection line of said Section 2 in CR 2140 (Elgin Avenue) a distance of 340.01' and continuing to a point in the east line of Lot 104 of said Timber Ridge Addition Lots 1-178 and also being the west boundary line of CR 2140 recorded in said subdivision Timber Ridge Lots 1-179 a distance of 40.00' for a total distance of 2336.08;

THENCE N 01°48'57" E along the common line of said Timber Ridge Addition Lots 1-178 (specifically the east lines of Lots 104, 74, 73, 42, 41, 1 & 11) and the west boundary line of the said CR 2140 right-of-way a distance of 2,000.22';

THENCE S 88°12'12" E along the south boundary of said Lubbock City Limits to a point on the West line of the NE quarter of Section 2, Block A-K, EL&RR RR Survey in Volume 2622 Page 221 of the OPRLC and also being the West line of a 15 acre tract conveyed to Landshark Commercial Properties, LLC in Instr. No. 2021025404 OPRLC a distance of 40.00';

THENCE N 01°48'57" E (record North) common to the West line of said NE quarter of Section 2 and common to the East ROW line of CR2140 as recorded in said Timber Ridge Lots 1-178 and the common West line of the said 15 acre Landshark tract and the said City Limit line a distance of 634.70' with the east right of way line of CR 2140 to a point in the south right of way line of 146th Street;

THENCE S 88°12'12" E (record S 89°55'55" E) 25.30' (record 25.00') offset and parallel to said North line of Section 2 and the common North line of said 15 acre Landshark tract and continuing along the North line a distance of 486.67' (record 487.47') to an iron pin found;

THENCE S 01°51'24" W (record South and parallel to the East line of said Section 2 common to the West line of a tract conveyed to Hurst in Instrument 2017011122 OPRLC and said 15 acre Landshark tract a distance of 1340.36' (record 1340.40') to a ¾" iron pipe found for the SE corner of said 15 acre Sharkey tract;

THENCE S 88°12'11" E continuing along the line common to the south boundaries of consecutively two (2) distinct and separate tracts:

1) a tract conveyed to Hurst in Instr. No. 2017011122 OPRLC a distance of 487.37' (record 487.47') to a found 1" iron pipe,

2) a tract conveyed to Stargel in Instr. No. 2014014111 OPRLC a distance of 401.10' (record 401.02') to a found 1" iron pipe,

a total distance of 888.47'

THENCE N 01°51'39" E along the common line between the east line of said Stargel tract and the west line of a tract conveyed to Wyatt & Melissa Crawford recorded in Instr. No. 2019048656 of the OPRLC a distance of 705.61' to a point in the said south City Limit Line per said Ordinance No. 2016-O0054;

THENCE S 88°12'12" E into the interior of said Crawford tract and along the said south City Limit Line to a point being on the east line of said Crawford tract and being in the west line of a tract conveyed to Sandra K. Carlton recorded in Instr. No. 200306360 of the OPRLC a distance of 401.02';

THENCE N 01°51'39" E along the City Limit Line per said Ordinance No. 2016-O0054 being the common line of said Crawford tract and said Carlton tract passing the Northwest corner of said Carlton tract also being the Southwest corner of a said McInnes tract to the Northwest corner of said McInnes tract a total distance of 635.00' to a point in the south right of way line of 146th Street;

THENCE S 88°12'12" E along a common line being the north line of said McInnes tract and being the south right-of-way line of 146th Street (CR 7500) and the City limit Line per said Ordinance No. 2016-O0054 a distance of 823.02' to the point of beginning.

June 7, 2021





Jeryl D. Hart, Jr.

Registered Professional Land Surveyor No. 1871

State of Texas

This document was prepared under 22TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

LAND SURVEYORS
CIVIL ENGINEERS

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 "C"

METES AND BOUNDS DESCRIPTION of a 185.01 acre portion of the tracts described under County Clerk File Number 2017035642, Official Public Records of Lubbock County, Texas, located in the East Half of Section 21, Block E, Abstract 434, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the North line of Section 21, Block E, Abstract 434, Lubbock County, Texas, at the Northeast corner of a 158.6 acre tract (Northwest Quarter of said Section 21) described under County Clerk File Number (CCFN) 2017015689 of the Official Public Records of Lubbock County, Texas (OPRLCT) and the Northwest corner of this tract, which is the Northwest corner of the Northeast Quarter of said Section 21;

THENCE S. 88°27'49" E., along the North line of said Section 21, a distance of 998.60 feet to a point for the Northwest corner of a tract of land described under CCFN 2008034666, OPRLCT, and the most Northerly Northeast corner of this tract;

THENCE S. 01°48'10" W., along the Western boundary of said tract of land, a distance of 335.00 feet to a point for the Southwest corner of said 1.4 acre tract and an "ell" corner of this tract;

THENCE S. 88°27'49" E., along the Southern boundary of various tracts, a distance of 1547.51 feet to a point for the most Easterly Northeast corner of this tract, said point being situated 70 feet West of the East line of said Section 21;

THENCE S. 01°48'10" W., along a line 70 feet West of and parallel to the East line of said Section 21, a distance of 3022.00 feet to a point in the North line of a 20 foot alley dedicated by plat recorded under CCFN 2015035373, OPRLCT;

THENCE N. 88°11'50" W. along the North line of said 20 foot alley, a distance of 1283.04 feet to a point;

THENCE N. 43°11'50" W., continuing along the North line of said 20 foot alley, a distance of 14.14 feet to a point;

THENCE N. 88°11'50" W., continuing along the North line of said 20 foot alley, a distance of 52.00 feet to a point;

THENCE S. 46°48'10" W., continuing along the North line of said 20 foot alley, a distance of 14.14 feet to a point;

THENCE N. 88°11'50" W., continuing along the North line of said 20 foot alley, a distance of 1150.80 feet to a point for the most Southerly Southwest corner of this tract;

THENCE N. 43°10'57" W., continuing along the North line of said 20 foot alley, a distance of 14.14 feet to a point in the East right-of-way line of County Road 2240, dedicated by plat recorded under CCFN 2015035373, OPRLCT;

THENCE N. 88°11'50" W., along the North right-of-way line of said County Road 2240, a distance of 32.00 feet to a point in the West line of the East Half of said Section 21 for the most Westerly Southwest corner of this tract;

THENCE N. 01°49'57" E., along the West line of the East Half of said Section 21, at 695.26 feet pass the Northwest corner of the Southeast Quarter and the Southwest corner of the Northeast Quarter of said Section 21, continuing for a total distance of 3335.16 feet to the Point of Beginning.

Contains: 185.01 acres

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

May 14, 2021
June 24, 2021 – Revised to change exhibit number



Brent Carroll
Registered Professional
Land Surveyor No. 5410
State of Texas

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

LAND SURVEYORS
CIVIL ENGINEERS

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 "D"

METES AND BOUNDS DESCRIPTION of a 15.290 acre tract out of a 158.6 acre tract described under County Clerk File Number 2017015689, Official Public Records of Lubbock County, Texas, located in the Northwest Quarter of Section 21, Block E, Waxahachie Tap Railroad Co. Survey, Abstract No. 434, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the South line of the Northwest Quarter of Section 21, Block E, Waxahachie Tap Railroad Co. Survey, Abstract No. 434, Lubbock County, Texas, and the Southern boundary of a 158.6 acre tract described under County Clerk File Number (CCFN) 2017015689, Official Public Records of Lubbock County, Texas (OPRLCT) for the Southwest corner of this tract, which bears S. 88°27'52" E. a distance of 895.00 feet from the Southwest corner of the Northwest Quarter of said Section 21;

THENCE N. 01°32'08" E. a distance of 679.00 feet to a point for the most Westerly Northwest corner of this tract;

THENCE N. 46°32'08" E. a distance of 21.21 feet to a point for the most Northerly Northwest corner of this tract;

THENCE S. 88°27'52" E. a distance of 930.00 feet to a point for the most Northerly Northeast corner of this tract;

THENCE S. 43°27'52" E. a distance of 21.21 feet to a point for the most Easterly Northeast corner of this tract;

THENCE S. 01°32'08" W. a distance of 679.00 feet to a point in the South line of the Northwest Quarter of said Section 21, and the Southern boundary of said 158.6 acre tract for the Southeast corner of this tract, from whence the Southeast corner of the Northwest Quarter of said Section 21 bears S. 88°27'52" E. a distance of 762.56 feet;

THENCE N. 88°27'52" W., along the South line of the Northwest Quarter of said Section 21 and the Southern boundary of said 158.6 acre tract, a distance of 960.00 feet to the Point of Beginning.

Contains: 15.290 acres

Bearings are relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, 2011 (epoch 2010.0). Distances are Surface, U.S. Survey Feet.

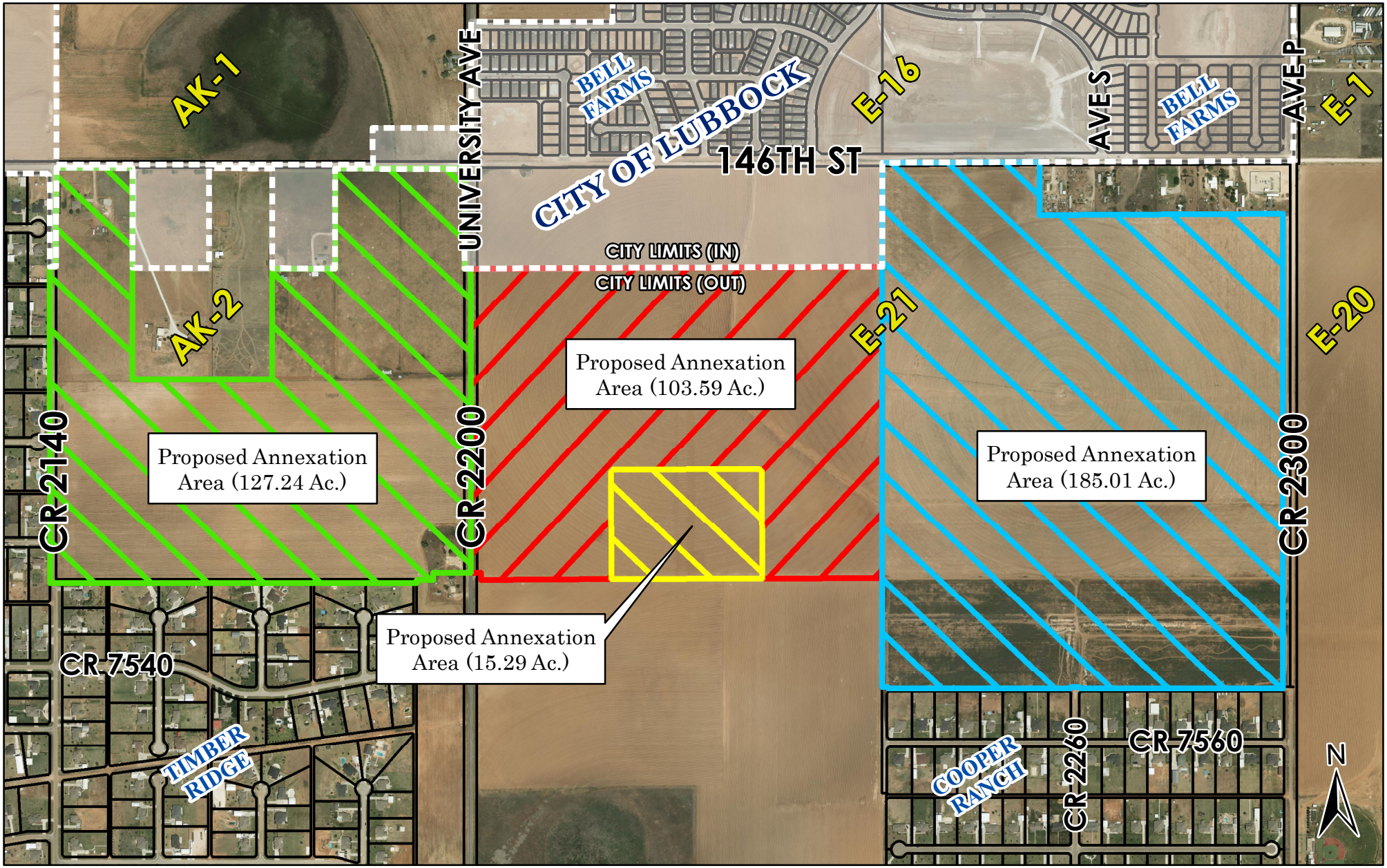
January 21, 2021
June 24, 2021 – Revised to change exhibit number



Brent Carroll
Registered Professional
Land Surveyor No. 5410
State of Texas

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Proposed Annexation Areas (431.13 Ac. Total) Located in Section 21, Block E and Section 2, Block AK, 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.

0 500 1,000 2,000 3,000

Feet

City of Lubbock TEXAS

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): Landshark Commercial Properties LLC (Jason Sharkey)

Address: 15308 CR 2200, Lubbock, TX 79423 (property)

Address: 7302 82nd St, Suite 15, Lubbock, TX 79424 (mailing)

Telephone: (806) 777-8038 Email: sharkeyhomes@gmail.com

Telephone: (___) _____ Email: _____

Acreage of property: 15 ACRES Number of lots and proposed use: 17-RESIDENTIAL

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.

City of Lubbock TEXAS

AFFIDAVIT DESIGNATING REPRESENTATIVE

AFFIDAVIT IS NOT VALID WITHOUT COMPLETION OF ALL PAGES AND SIGNATURES – FOR MULTIPLE PROPERTY OWNERS, SUBMIT ONE AFFIDAVIT PER OWNER

I, Landshark Commercial Properties LLC (Jason Sharkey), make this affidavit and hereby on oath state that:

I, being the ☑ sole ☐ partial owner of the following property:

146TH & Elgin	Lubbock	TX	
Property Address	City	State	Zip

	sharkeyhomes@gmail.com
Phone	Email

Legal description of property (can be found on property tax statement or at www.lubbockcad.org:

NE Quarter of Section 2, Block AK EL&RR RR Survey 15.0-acres

give my permission to below named representative, to apply for approval of an application (attach to application) to the City of Lubbock on the above-described property.

R2M Engineering LLC

Representative's organization or entity (printed)

Signed this 4th day of June, 20 21.

Signature of Property Owner

Notary Public Information:

THE STATE OF TEXAS, COUNTY OF Lubbock

BEFORE ME, the undersigned authority, this day personally appeared Jason Sharkey and on oath stated that the facts hereinabove are true to the best of their knowledge or belief. SWORN TO AND SUBSCRIBED before me on this the 4th day of June, 20 21.

City of Lubbock TEXAS

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive any requirement to be offered a development agreement pursuant to the Texas Local Government Code Section 43.016, and petition your Honorable Body to extend the present city limits so as to include as part of the City of Lubbock, Texas, the territory described in the attached Exhibit A, including a survey, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to the City of Lubbock, Texas, falls within Lubbock County, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: _____

Signed: _____

Signed: _____

THE STATE OF TEXAS

COUNTY OF Lubbock

BEFORE ME, the undersigned authority, on this day personally appeared Jason Sharkey, _____, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 28th day of September, 2020

JENNIFER LEE WATSON
Notary Public, State of Texas
Comm. Expires 02/12/2022
Notary ID 13144359-8

_____

Notary Public in and for Lubbock County, Texas.

City of Lubbock TEXAS

AFFIDAVIT DESIGNATING REPRESENTATIVE

AFFIDAVIT IS NOT VALID WITHOUT COMPLETION OF ALL PAGES AND SIGNATURES – FOR MULTIPLE PROPERTY OWNERS, SUBMIT ONE AFFIDAVIT PER OWNER

I, Landshark Commercial Properties LLC (Jason Sharkey), make this affidavit and hereby on oath state that:

I, being the ☑ sole ☐ partial owner of the following property:

15308 CR 2200 | Lubbock | TX | 79423

Property Address | City | State | Zip

Phone | Email

Legal description of property (can be found on property tax statement or at **www.lubbockcad.org**:

Block AK, Section 2, Abstract 1002, Tract C of NE/4 containing 75.569 acres

give my permission to below named representative, to apply for approval of an application (attach to application) to the City of Lubbock on the above-described property.

R2M Engineering, LLC

Representative's organization or entity (printed)

Signed this 28 day of September, 2020.

Signature of Property Owner

Notary Public Information:

THE STATE OF TEXAS, COUNTY OF Lubbock

BEFORE ME, the undersigned authority, this day personally appeared Jason Sharkey and on oath stated that the facts hereinabove are true to the best of their knowledge or belief. SWORN TO AND SUBSCRIBED before me on this the 28th day of September, 2020.

JENNIFER LEE WATSON
Notary Public, State of Texas
Comm. Expires 02/12/2022
Notary ID 13144359-8

Notary Public, State of Texas

City of Lubbock TEXAS

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): Landshark Commercial Properties LLC (Jason Sharkey)

Address: 15308 CR 2200, Lubbock, TX 79423 (property)

Address: 7302 82nd St, Suite 15, Lubbock, TX 79424 (mailing)

Telephone: (806) 777-8038 Email: Sharkeyhomes@gmail.com

Telephone: (___) _____ Email: _____

Acreage of property: 75.569 Number of lots and proposed use: 1 - Residential

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.

City of Lubbock TEXAS

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive any requirement to be offered a development agreement pursuant to the Texas Local Government Code Section 43.016, and petition your Honorable Body to extend the present city limits so as to include as part of the City of Lubbock, Texas, the territory described in the attached Exhibit A, including a survey, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to the City of Lubbock, Texas, falls within Lubbock County, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: Wyatt Crawford

Signed: Melissa Crawford

Signed: _____

THE STATE OF TEXAS

COUNTY OF Lubbock, Tx

BEFORE ME, the undersigned authority, on this day personally appeared Melissa Crawford, Wyatt Crawford, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 28th day of September, 2020

JENNIFER LEE WATSON
Notary Public, State of Texas
Comm. Expires 02/12/2022
Notary ID 13144359-8

_____

Notary Public in and for Lubbock County, Texas.

City of Lubbock TEXAS

AFFIDAVIT DESIGNATING REPRESENTATIVE

AFFIDAVIT IS NOT VALID WITHOUT COMPLETION OF ALL PAGES AND SIGNATURES – FOR MULTIPLE PROPERTY OWNERS, SUBMIT ONE AFFIDAVIT PER OWNER

I, Wyatt E. Crawford, make this affidavit and hereby on oath state that:

I, being the ☐ sole ☑ partial owner of the following property:

2615 146th	Lubbock	TX	79423
Property Address	City	State	Zip

Phone Email

Legal description of property (can be found on property tax statement or at **www.lubbockcad.org**:

Block AK, Section 2, Abstract 1002, Tract B4 of NE/4 less 635 feet containing 6.494 acres

give my permission to below named representative, to apply for approval of an application (attach to application) to the City of Lubbock on the above-described property.

R2M Engineering, LLC

Representative's organization or entity (printed)

Signed this 28th day of September, 20 20.

Wyatt Crawford

Signature of Property Owner

Notary Public Information:

THE STATE OF TEXAS, COUNTY OF Lubbock

BEFORE ME, the undersigned authority, this day personally appeared Wyatt Crawford and on oath stated that the facts hereinabove are true to the best of their knowledge or belief. SWORN TO AND SUBSCRIBED before me on this the 28th day of September, 20 20.

JENNIFER LEE WATSON
Notary Public, State of Texas
Comm. Expires 02/12/2022
Notary ID 13144359-8

Notary Public, State of Texas

City of Lubbock TEXAS

AFFIDAVIT DESIGNATING REPRESENTATIVE

AFFIDAVIT IS NOT VALID WITHOUT COMPLETION OF ALL PAGES AND SIGNATURES – FOR MULTIPLE PROPERTY OWNERS, SUBMIT ONE AFFIDAVIT PER OWNER

I, Melissa E. Crawford, make this affidavit and hereby on oath state that:

I, being the ☐ sole ☑ partial owner of the following property:

2615 146th | Lubbock | TX | 79423

Property Address | City | State | Zip

Phone | Email

Legal description of property (can be found on property tax statement or at **www.lubbockcad.org**:

Block AK, Section 2, Abstract 1002, Tract B4 of NE/4 less 635 feet containing 6.494 acres

give my permission to below named representative, to apply for approval of an application (attach to application) to the City of Lubbock on the above-described property.

R2M Engineering, LLC

Representative's organization or entity (printed)

Signed this 28th day of September, 2020.

Melissa Crawford

Signature of Property Owner

Notary Public Information:

THE STATE OF TEXAS, COUNTY OF Lubbock

BEFORE ME, the undersigned authority, this day personally appeared Melissa Crawford and on oath stated that the facts hereinabove are true to the best of their knowledge or belief. SWORN TO AND SUBSCRIBED before me on this the 28th day of September, 2020.

JENNIFER LEE WATSON
Notary Public, State of Texas
Comm. Expires 02/12/2022
Notary ID 131443598

Notary Public, State of Texas

City of Lubbock TEXAS

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): Wyatt E. Crawford, Melissa E. Crawford

Address: 2615 146th, Lubbock, TX 79423 (property)

Address: 1601 Buddy Holly Ave, Lubbock, TX 79401 (mailing)

Telephone: (806) 548-0385 Email: crawfordradiator@gmail.com

Telephone: (___) _____ Email: _____

Acreage of property: 6.494 Number of lots and proposed use: 1 - Farm Improvements

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.

Wyatt Crawford Melissa Crawford

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.

City of Lubbock TEXAS

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive any requirement to be offered a development agreement pursuant to the Texas Local Government Code Section 43.016, and petition your Honorable Body to extend the present city limits so as to include as part of the City of Lubbock, Texas, the territory described in the attached Exhibit A, including a survey, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to the City of Lubbock, Texas, falls within Lubbock County, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: Wyatt Crawford

Signed: _____

Signed: _____

THE STATE OF TEXAS

COUNTY OF Lubbock, Tx

BEFORE ME, the undersigned authority, on this day personally appeared Wyatt Crawford, _____, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 28th day of September, 2020

JENNIFER LEE WATSON
Notary Public, State of Texas
Comm. Expires 02/12/2022
Notary ID 13144359-8

_____

Notary Public in and for Lubbock County, Texas.

City of Lubbock TEXAS

AFFIDAVIT DESIGNATING REPRESENTATIVE

AFFIDAVIT IS NOT VALID WITHOUT COMPLETION OF ALL PAGES AND SIGNATURES – FOR MULTIPLE PROPERTY OWNERS, SUBMIT ONE AFFIDAVIT PER OWNER

I, Wyatt Crawford, make this affidavit and hereby on oath state that:

I, being the ☑ sole ☐ partial owner of the following property:

CR 2200	Lubbock	TX	79423
Property Address	City	State	Zip

Phone Email

Legal description of property (can be found on property tax statement or at **www.lubbockcad.org**:

Block AK, Section 2, Abstract 1002, Tract B6 of NE/4 containing 8.44 acres

give my permission to below named representative, to apply for approval of an application (attach to application) to the City of Lubbock on the above-described property.

R2M Engineering, LLC

Representative's organization or entity (printed)

Signed this 28 day of September, 20 20.

Wyatt Crawford

Signature of Property Owner

Notary Public Information:

THE STATE OF TEXAS, COUNTY OF Lubbock

BEFORE ME, the undersigned authority, this day personally appeared _____

and on oath stated that the facts hereinabove are true to the best of their knowledge or belief. SWORN TO AND SUBSCRIBED before me on this the 28th day of September, 20 20.

NOTARY PUBLIC STATE OF TEXAS
JENNIFER LEE WATSON
Notary Public, State of Texas
Comm. Expires 02/12/2022
Notary ID 13144359-8

Notary Public, State of Texas

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): Wyatt Crawford

Address: CR 2200, Lubbock, TX 79423 (property)

Address: 1601 Buddy Holly Ave, Lubbock, TX 79401 (mailing)

Telephone: (806) 548-0322 Email: crawfordradiator@gmail.com

Telephone: (____)_____ Email: _____

Acreage of property: 8.44 Number of lots and proposed use: 1 - Agricultural Land

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.

Wyatt Crawford

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.

City of Lubbock TEXAS

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive any requirement to be offered a development agreement pursuant to the Texas Local Government Code Section 43.016, and petition your Honorable Body to extend the present city limits so as to include as part of the City of Lubbock, Texas, the territory described in the attached Exhibit A, including a survey, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to the City of Lubbock, Texas, falls within Lubbock County, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: Violet McInnes

Signed: _____

Signed: _____

THE STATE OF TEXAS

COUNTY OF Lubbock

BEFORE ME, the undersigned authority, on this day personally appeared Violet McInnes, _____, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 28th day of September, 2020

JENNIFER LEE WATSON
Notary Public, State of Texas
Comm. Expires 02/12/2022
Notary ID 13144359-8

_____

Notary Public in and for Lubbock County, Texas.

City of Lubbock TEXAS

AFFIDAVIT DESIGNATING REPRESENTATIVE

AFFIDAVIT IS NOT VALID WITHOUT COMPLETION OF ALL PAGES AND SIGNATURES – FOR MULTIPLE PROPERTY OWNERS, SUBMIT ONE AFFIDAVIT PER OWNER

I, Violet A. McInnes, make this affidavit and hereby on oath state that:

I, being the ☑ sole ☐ partial owner of the following property:

2519 146th | Lubbock | TX | 79423

Property Address | City | State | Zip

Phone | Email

Legal description of property (can be found on property tax statement or at **www.lubbockcad.org**:

Block AK, Section 2, Abstract 1002, Tract B5 of NE/4 containing 8.44 acres

give my permission to below named representative, to apply for approval of an application (attach to application) to the City of Lubbock on the above-described property.

R2M Engineering, LLC

Representative's organization or entity (printed)

Signed this 28 day of September, 20 20.

Violet McInnes

Signature of Property Owner

Notary Public Information:

THE STATE OF TEXAS, COUNTY OF Lubbock

BEFORE ME, the undersigned authority, this day personally appeared Violet McInnes and on oath stated that the facts hereinabove are true to the best of their knowledge or belief. SWORN TO AND SUBSCRIBED before me on this the 28th day of September, 20 20.

JENNIFER LEE WATSON
Notary Public, State of Texas
Comm. Expires 02/12/2022
Notary ID 13144359-8

Notary Public, State of Texas

City of Lubbock TEXAS

VOLUNTARY ANNEXATION APPLICATION

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- ☑ 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): Violet A. McInnes

Address: 2519 146th, Lubbock, TX 79423 (property)

Address: 5609 CR 1450, Lubbock, TX 79407 (mailing)

Telephone: (___) _____ Email: _____

Telephone: (806) 789-5325 Email: v.mcinnes@hotmail.com

Acreage of property: 8.44 Number of lots and proposed use: 1 - Agriculture Land

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.

Violet McInnes

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.

City of Lubbock TEXAS

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive any requirement to be offered a development agreement pursuant to the Texas Local Government Code Section 43.016, and petition your Honorable Body to extend the present city limits so as to include as part of the City of Lubbock, Texas, the territory described in the attached Exhibit A, including a survey, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to the City of Lubbock, Texas, falls within Lubbock County, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: Sandra K Carlton

Signed: _____

Signed: _____

THE STATE OF TEXAS
COUNTY OF Lubbock, Tx

BEFORE ME, the undersigned authority, on this day personally appeared Sandra K Carlton, _____, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 28th day of September, 2020

JENNIFER LEE WATSON
Notary Public, State of Texas
Comm. Expires 02/12/2022
Notary ID 13144359-8

_____
Notary Public in and for Lubbock County, Texas.

City of Lubbock TEXAS

AFFIDAVIT DESIGNATING REPRESENTATIVE

AFFIDAVIT IS NOT VALID WITHOUT COMPLETION OF ALL PAGES AND SIGNATURES – FOR MULTIPLE PROPERTY OWNERS, SUBMIT ONE AFFIDAVIT PER OWNER

I, Sandra K. Carlton, make this affidavit and hereby on oath state that:

I, being the ☑ sole ☐ partial owner of the following property:

2601 146th | Lubbock | TX | 79423

Property Address | City | State | Zip

Phone | Email

Legal description of property (can be found on property tax statement or at **www.lubbockcad.org**:

Block AK, Section 2, Abstract 1002, Tract B of NE/4 containing 8.44 acres.

give my permission to below named representative, to apply for approval of an application (attach to application) to the City of Lubbock on the above-described property.

R2M Engineering, LLC

Representative's organization or entity (printed)

Signed this 28 day of September, 20 20.

Sandra K. Carlton

Signature of Property Owner

Notary Public Information:

THE STATE OF TEXAS, COUNTY OF Lubbock

BEFORE ME, the undersigned authority, this day personally appeared Sandra K. Carlton and on oath stated that the facts hereinabove are true to the best of their knowledge or belief. SWORN TO AND SUBSCRIBED before me on this the 28th day of September, 20 20

JENNIFER LEE WATSON
Notary Public, State of Texas
Comm. Expires 02/12/2022
Notary ID 13144359-8

Notary Public, State of Texas

City of Lubbock TEXAS

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- ☑ 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): Sandra K. Carlton

Address: 2601 146th, Lubbock, TX 79423 (property)

Address: 605 Deercreek LN, Leander, TX 78641 (mailing)

Telephone: (512) 923-9149 Email: katesc33@yahoo.com

Telephone: (___) _____ Email: _____

Acreage of property: 8.44 Number of lots and proposed use: 1 - Agriculture Land

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.

Sandra K Carlton

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.

R2M ENGINEERING
CIVIL • ENVIRONMENTAL • SAFETY
www.R2Meng.com
5012 50th Street, Suite 204 Lubbock, TX 79414 P: (806) 783-9944 F: (806) 783-9966

EXHIBIT "B"

A tract of land containing approximately 127.235-acres out of Section 2, Block AK, E.L.&R.R. R.R. Co. Survey, Lubbock County, Texas;

BEGINNING at a point in the south right of way line of 146th Street and the west right of way line of University Avenue, said point being an angle point in Ordinance No. 2016-O0054 April 28, 2016 of the City of Lubbock recorded in Instrument No. 2016017949 of the Official Public Records of Lubbock County (OPRLC), said point also being the NE corner of a tract conveyed to Violet McInnes recorded in Instr. No. 200306359 of the OPRLC, the same point being in the west boundary of the CR2200 (University Avenue) 40' right-of-way easement conveyed to Lubbock County in Vol. 522 Pg. 407 of the OPRLC, FROM which point the NE corner of said Section 2 bears S 88°12'12" E a distance of 40 feet. to a point in the east boundary of said Section 2, and N 01°51'39" E a distance of 25.08' (record 25') to said NE corner of Section 2 having Texas Coordinate System (NAD 83 (2011)) North Central Zone (4202) Coordinates of North 7,231,217.68 and East 940,850.64 as recorded on the Bell Farms Lots 973-1003 Subdivision in Instrument No. 2019047533 OPRLC;

THENCE S 01°51'39" W common to the west boundary of the said CR2200 right-of-way easement and the west boundary of the City of Lubbock City Limit Line per Ordinance No. 2016-O0054, and also being the east boundary of said McInnes tract passing the Southeast corner and also being the Northeast corner of a tract conveyed to Sandra Carlson and recorded in Instr. No. 200306360 of the OPRLC and continuing along the east boundary to a point being the south boundary of the Lubbock City Limits per said Ordinance No. 2016-O0054 for a total distance of 635.00';

THENCE S 88°12'12" E with said south City Limit Line to a point in said East line of Section 2 a distance of 40.00';

THENCE S 01°51'39" W along the common line of said East line of Section 2 and the West line of Section 21, a distance of 1,935.58' to a point being the Northeast corner of a tract conveyed to Judy Dunn Hunley in Instr. No. 2020038954 of the OPRLC;

THENCE N 88°08'21" W along a common line being the north boundary of said Hunley tract and a south line of a tract conveyed to Landshark Commercial Properties recorded in Inst. No. 20200040582 of the OPRLC a total distance of 237.38';

THENCE S 02°11'59" W along a common line between west line of said Hunley tract and an east line of said Landshark tract to a corner of said Landshark tract, also being the Southwest corner of said Hunley tract and the Northwest corner of a tract conveyed to Judy Dunn Hunley recorded in Vol 2334 Pg 30 of the OPRLC a distance of 44.00';

THENCE N 88°13'23" W along a common line between a south line of said Landshark tract and the north line of a track conveyed to Timber Ridge Real Estate recorded in Instr. No. 2002021649 of the OPRLC to the Northwest corner of said Timber tract, also being the Northeast corner of the Timber Ridge Addition Lots 179-213 recorded in Instr. No. 2011037521 of the OPRLC and a corner of said Landshark tract a distance of 103.48';

THENCE S 01°52'52" W along the common line being the east line of said Timber Ridge Subdivision and said Timber tract a distance of 20.00' to the extended south line of the 20' public alley recorded in said Timber Ridge Lots 179-213;

THENCE N 88°13'23" W along the said south line of the 20' recorded public alley (specifically Lots 203, 202, 195, 194 185 and 184) a distance of 1956.07' to a point in the east line of Timber Ridge Addition Lots 1-178 recorded in Vol. 10089 Pg. 307 OPRLC;

THENCE continuing with the south line of said 20' public alley passing a point in the west midsection line of said Section 2 in CR 2140 (Elgin Avenue) a distance of 340.01' and continuing to a point in the east line of Lot 104 of said Timber Ridge Addition Lots 1-178 and also being the west boundary line of CR 2140 recorded in said subdivision Timber Ridge Lots 1-179 a distance of 40.00' for a total distance of 2336.08;

THENCE N 01°48'57" E along the common line of said Timber Ridge Addition Lots 1-178 (specifically the east lines of Lots 104, 74, 73, 42, 41, 1 & 11) and the west boundary line of the said CR 2140 right-of-way a distance of 2,000.22';

THENCE S 88°12'12" E along the south boundary of said Lubbock City Limits to a point on the West line of the NE quarter of Section 2, Block A-K, EL&RR RR Survey in Volume 2622 Page 221 of the OPRLC and also being the West line of a 15 acre tract conveyed to Landshark Commercial Properties, LLC in Instr. No. 2021025404 OPRLC a distance of 40.00';

THENCE N 01°48'57" E (record North) common to the West line of said NE quarter of Section 2 and common to the East ROW line of CR2140 as recorded in said Timber Ridge Lots 1-178 and the common West line of the said 15 acre Landshark tract and the said City Limit line a distance of 634.70' with the east right of way line of CR 2140 to a point in the south right of way line of 146th Street;

THENCE S 88°12'12" E (record S 89°55'55" E) 25.30' (record 25.00') offset and parallel to said North line of Section 2 and the common North line of said 15 acre Landshark tract and continuing along the North line a distance of 486.67' (record 487.47') to an iron pin found;

THENCE S 01°51'24" W (record South and parallel to the East line of said Section 2 common to the West line of a tract conveyed to Hurst in Instrument 2017011122 OPRLC and said 15 acre Landshark tract a distance of 1340.36' (record 1340.40') to a ¾" iron pipe found for the SE corner of said 15 acre Sharkey tract;

THENCE S 88°12'11" E continuing along the line common to the south boundaries of consecutively two (2) distinct and separate tracts:

1) a tract conveyed to Hurst in Instr. No. 2017011122 OPRLC a distance of 487.37' (record 487.47') to a found 1" iron pipe,

2) a tract conveyed to Stargel in Instr. No. 2014014111 OPRLC a distance of 401.10' (record 401.02') to a found 1" iron pipe,

a total distance of 888.47'

THENCE N 01°51'39" E along the common line between the east line of said Stargel tract and the west line of a tract conveyed to Wyatt & Melissa Crawford recorded in Instr. No. 2019048656 of the OPRLC a distance of 705.61' to a point in the said south City Limit Line per said Ordinance No. 2016-O0054;

THENCE S 88°12'12" E into the interior of said Crawford tract and along the said south City Limit Line to a point being on the east line of said Crawford tract and being in the west line of a tract conveyed to Sandra K. Carlton recorded in Instr. No. 200306360 of the OPRLC a distance of 401.02';

THENCE N 01°51'39" E along the City Limit Line per said Ordinance No. 2016-O0054 being the common line of said Crawford tract and said Carlton tract passing the Northwest corner of said Carlton tract also being the Southwest corner of a said McInnes tract to the Northwest corner of said McInnes tract a total distance of 635.00' to a point in the south right of way line of 146th Street;

THENCE S 88°12'12" E along a common line being the north line of said McInnes tract and being the south right-of-way line of 146th Street (CR 7500) and the City limit Line per said Ordinance No. 2016-O0054 a distance of 823.02' to the point of beginning.

June 7, 2021





Jeryl D. Hart, Jr.

Registered Professional Land Surveyor No. 1871

State of Texas

This document was prepared under 22TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

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): Grow Lubbock Development, LLC

Address: P.O. Box 64664

Address: Lubbock, Texas 79464

Telephone: (806) 543-0667 Email: tpayn3@gmail.com

Telephone: (____) _____ Email: _____

Acreage of property: 103.66 Number of lots and proposed use: residential development

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.

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive any requirement to be offered a development agreement pursuant to the Texas Local Government Code Section 43.016, and petition your Honorable Body to extend the present city limits so as to include as part of the City of Lubbock, Texas, the territory described in the attached Exhibit A, including a survey, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to the City of Lubbock, Texas, falls within Lubbock County, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: _____

Signed: _____

Signed: _____

THE STATE OF TEXAS

COUNTY OF Lubbock

BEFORE ME, the undersigned authority, on this day personally appeared Thomas Payne, _____, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 9th day of March, 2021.

ZACHARY RYAN LOPEZ
Notary Public, State of Texas
Comm. Expires 07-27-2024
Notary ID 132378684

Zachary Ryan Lopez

Notary Public in and for Lubbock County, Texas.

RETURN: WEST TEXAS TITLE COMPANY
FILE NO. 36208wf

2017015689 6 PGS DEED

After Recording, Return To:

Brad Lowry, Esq.
Jackson Walker LLP
2323 Ross Avenue
Suite 600
Dallas, Texas 75201

NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS. YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS.
COUNTY OF LUBBOCK §

That, effective as of May 1, 2017, Janet Mitchell Wear, a married woman, dealing in my sole and separate property, not joined by my spouse as the property herein conveyed has never been used, claimed, or occupied as any portion of my homestead, or that of my husband and Debbie Mitchell Price, trustee for the Debbie Mitchell Price Trust dated August 25, 2011, as amended by Amendment to Agreement of Trust dated as of January 17, 2013 (together, "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration to it in hand paid by Grow Lubbock Development, LLC, a Texas limited liability company ("Grantee") having an address at P.O. Box 64664, Lubbock, Texas 79464, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL, and CONVEY, unto Grantee all that certain lot, tract or parcel of real property situated in Lubbock County, Texas, described on Exhibit A attached hereto and made part hereof for all purposes (the "Land"), along with all buildings, improvements, fixtures and other items of real estate located thereon, together with all and singular Grantor's right, title and interest, if any, in any and all easements, licenses, rights of way, petroleum and mineral interests and royalties, air and subsurface rights, water rights, covenants, entitlements, development rights, declarant rights, benefits, privileges, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto, and all right, title and interest of Grantor in and to all roads, streets, avenues or alleys, open or closed, in front of or adjoining the real property (collectively, the "Property").

This Special Warranty Deed is made and accepted expressly subject to all restrictions, reservations, easements, covenants, conditions, and leases of record affecting the Property set forth on Exhibit B attached hereto and made a part hereof for all purposes Property (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Land, subject to the Permitted Exceptions, including the reservation of one-half (1/2) of all mineral interests owned by Grantor, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself and its successors, to WARRANT and FOREVER DEFEND all and singular the Land unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, except as to the Permitted Exceptions to conveyance and warranty contained herein, by, through or under Grantor, but not otherwise.

Grantor waives and releases, on behalf of itself and Grantor's heirs, successors and assigns, all rights of ingress and egress and all other rights of every kind and character whatsoever to enter upon or to use the surface of the Property or any part thereof, including, without limitation, the right to enter upon the surface of the Property for purposes of exploring for, developing and/or producing the oil, gas and/or other minerals in and under, and that may be produced from, the Property, or any other purpose incident thereto.

REMAINDER OF PAGE INTENTIONALLY BLANK.

SIGNATURE PAGE FOLLOWS.

(S)

IN WITNESS WHEREOF, this Special Warranty Deed has been executed by Grantor on the date set forth below to be effective as of the date first written above.

GRANTOR:

Janet Mitchell Wear

STATE OF TEXAS §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on this 2 day of May, 2017, by Janet Mitchell Wear.

NOTARY PUBLIC, State of Texas

[Seal]

ALISON EDNEY
Notary Public
STATE OF TEXAS
My Comm. Exp. June 28, 2019

IN WITNESS WHEREOF, this Special Warranty Deed has been executed by Grantor on the date set forth below to be effective as of the date first written above.

GRANTOR:

Debbie Mitchell Price Trust dated August 25, 2011, as amended by Amendment to Agreement of Trust dated as of January 17, 2013

By: Debbie Mitchell Price
Name: Debbie Mitchell Price
Title: Trustee

STATE OF OHIO §
§
COUNTY OF Montgomery §

This instrument was acknowledged before me on this 1 day of May, 2017, by Debbie Mitchell Price, trustee for the Debbie Mitchell Price Trust dated August 25, 2011, as amended by Amendment to Agreement of Trust dated as of January 17, 2013.

NOTARY PUBLIC STATE OF OHIO

MICHELE E. SPEAR, Notary Public
In and for the State of Ohio
My Commission Expires June 27, 2017

Michele E. Spear
NOTARY PUBLIC, State of Ohio

Exhibit A – Property
Exhibit B – Permitted Exceptions

EXHIBIT A

DESCRIPTION OF THE PROPERTY

METES AND BOUNDS DESCRIPTION of a 158.59 acre tract, more or less, being the Northwest Quarter of Section 21, Block E, Lubbock County, Texas and being further described as follows:

BEGINNING at a railroad spike found at the Northwest corner of said Section 21 and the Northwest corner of this tract;

THENCE N. 89°42'09" E., along the North line of said Section 21, a distance of 2616.17 feet to a 1/2" iron rod with cap marked "STEVENS" found at the Northwest corner of a 146.27 acre tract described under County Clerk File Number 2015005977 of the Official Public Records of Lubbock County, Texas and the Northeast corner of this tract;

THENCE South, along the Western boundary of said 146.27 acre tract, a distance of 2639.93 feet to a 1/2" iron rod with cap marked "STEVENS" found at the Northeast corner of a 158.8 acre tract described in Volume 5905, Page 266 of the Real Property Records of Lubbock County, Texas, the Southwest corner of said 146.27 acre tract and the Southeast corner of this tract;

THENCE S. 89°42'08" W., along the Northern boundary of said 158.8 acre tract, a distance of 2617.55 feet to a railroad spike found in the West line of said Section 21, at the Northwest corner of said 158.8 acre tract and the Southwest corner of this tract;

THENCE N. 00°01'48" E., along the West line of said Section 21, a distance of 2639.95 feet to the Point of Beginning.

Bearings are relative to the East line of Section 21, Block E, previously surveyed and recognized as being North-South.

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Lien for taxes and assessments for the year 2017 and subsequent years, not yet due and payable, and subsequent taxes and assessments by any taxing authority for prior years due to this sale or Grantee's use of the Property after the date hereof.

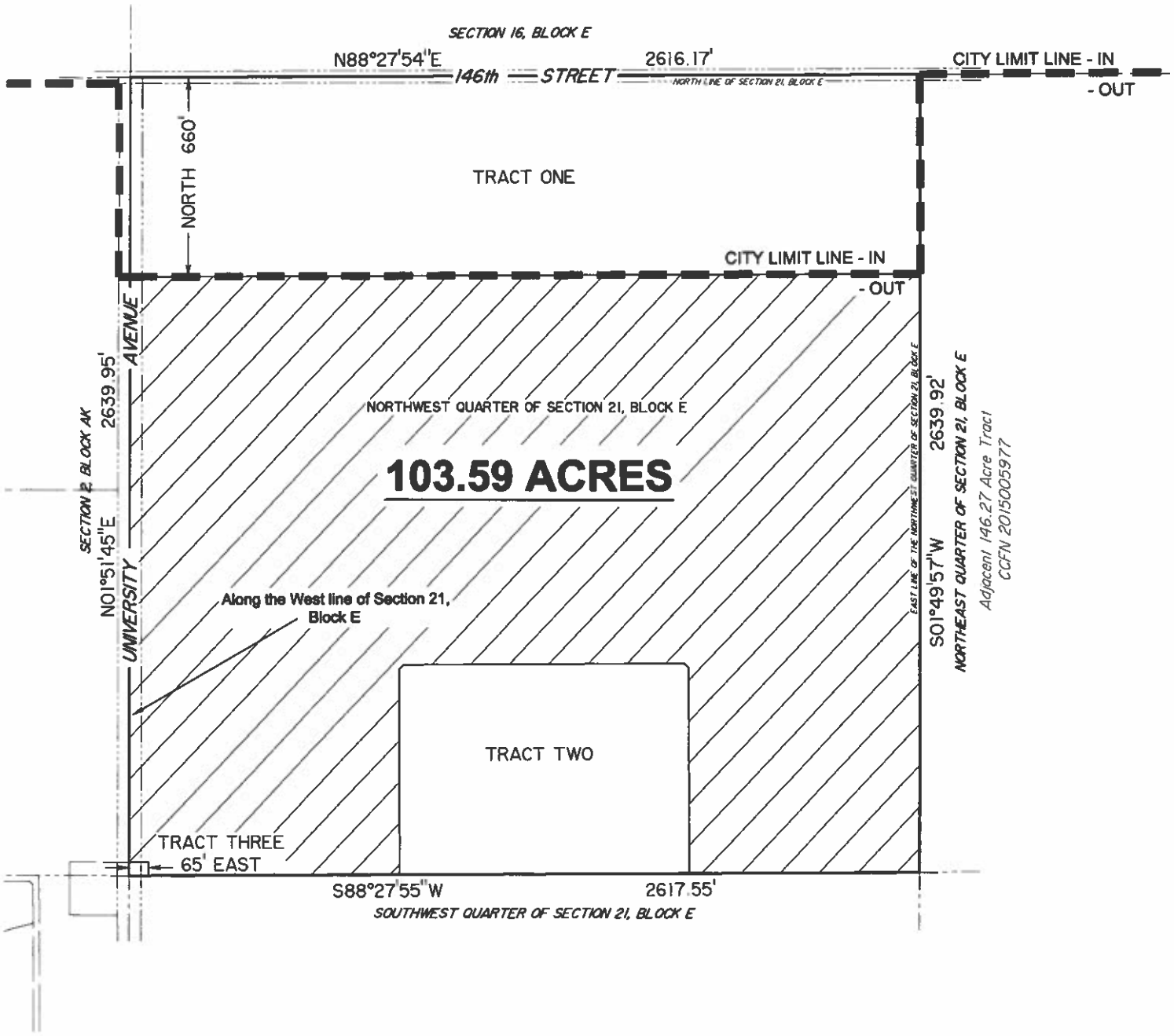
2. All leases, grants, exceptions or reservations of coal, lignite, oil, gas or other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Official Real Property Records of Lubbock County, Texas, whether listed in this Exhibit "B" or not.

3. Right of Way Easement granted in favor of Lubbock County in instrument recorded in Volume 522, Page 415, of the Deed Records, Lubbock County, Texas.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Kelly Pinion, County Clerk
Lubbock County, TEXAS
05/04/2017 02:51 PM
FEE: $46.00
2017015689

EXHIBIT "A"
Sketch Illustrating Proposed Annexation



NORTH

SCALE: 1"=500'
DATE: 03-24-2021

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS • CIVIL ENGINEERS • LAND PLANNERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
PHONE: 806 / 763-5642
FAX: 806 / 763-3891
1601 AVENUE N
LUBBOCK, TEXAS 79401

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

LAND SURVEYORS
CIVIL ENGINEERS

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION of a 158.59 acre tract, being the Northwest Quarter of Section 21, Block E, Abstract 434, Lubbock County, Texas, being further described as follows:

BEGINNING at a point the Northwest corner of Section 21, Block E, Waxahachie Tap Railroad Co. Survey, Abstract No. 434, Lubbock County, Texas, said point being the Northwest corner of this tract;

THENCE S. 88°27'54" E., along the North line of said Section 21, a distance of 2616.17 feet to a point for the Northwest corner of a 146.27 acre tract described under County Clerk File Number (CCFN) 2015005977 of the Official Public Records of Lubbock County, Texas (OPRLCT) and the Northeast corner of this tract;

THENCE S. 01°49'57" W., along the Western boundary of said 146.27 acre tract, a distance of 2639.92 feet to a point for the Northeast corner of a 158.8 acre tract described in Volume 5905, Page 266, Real Property Records of Lubbock County, Texas, the Southwest corner of said 146.27 acre tract, and the Southeast corner of this tract;

THENCE N. 88°27'55" W., along the Northern boundary of said 158.8 acre tract, a distance of 2617.55 feet to a point in the West line of said Section 21, at the Northwest corner of said 158.8 acre tract, and the Southwest corner of this tract;

THENCE N. 01°51'45" E., along the West line of said Section 21, a distance of 2639.95 feet to the Point of Beginning, SAVE AND EXCEPT THE FOLLOWING DESCRIBED THREE TRACTS OF LAND;

TRACT ONE:

The North 660.00 feet of the above described tract of land;

TRACT TWO:

BEGINNING at a point in the South line of the Northwest Quarter of said Section 21 and the Southern boundary of a 158.6 acre tract described under CCFN 2017015689, OPRLCT, for the Southwest corner of this tract, which bears S. 88°27'55" E. a distance of 895.00 feet from the Southwest corner of the Northwest Quarter of said Section 21;

THENCE N. 01°32'05" E. a distance of 679.00 feet to a point for the most Westerly Northwest corner of this tract;

THENCE N. 46°32'05" E. a distance of 21.21 feet to a point for the most Northerly Northwest corner of this tract;

THENCE S. 88°27'55" E. a distance of 930.00 feet to a point for the most Northerly Northeast corner of this tract;

THENCE S. 43°27'55" E. a distance of 21.21 feet to a point for the most Easterly Northeast corner of this tract;

THENCE S. 01°32'05" W. a distance of 679.00 feet to a point in the South line of the Northwest Quarter of said Section 21, and the Southern boundary of said 158.6 acre tract for the Southeast corner of this tract, from whence the Southeast corner of the Northwest Quarter of said Section 21 bears S. 88°27'55" E. a distance of 762.55 feet;

THENCE N. 88°27'55" W., along the South line of the Northwest Quarter of said Section 21, and the Southern boundary of said 158.6 acre tract, a distance of 960.00 feet to the Point of Beginning.

TRACT THREE:

BEGINNING at a point for the Southwest corner of the Northwest Quarter of said Section 21, the Southern boundary of a 158.6 acre tract described under CCFN 2017015689, OPRLCT, and the Southwest corner of this tract;

THENCE N. 01°51'45" E. a distance of 45.00 feet to a point for the most Northwest corner of this tract;

THENCE S. 88°27'55" E. a distance of 65.00 feet to a point for the most Northeast corner of this tract;

THENCE S. 01°51'45" W. a distance of 45.00 feet to a point for the most Southeast corner of this tract;

THENCE N. 88°27'55" W. a distance of 65.00 feet to a point for the most Northeast corner of this tract;

Contains: 103.59 acres

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

April 19, 2021



Brent Carroll
Registered Professional
Land Surveyor No. 5410
State of Texas

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

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): Red Canyon Development, LLC

Address: 12402 Slide Road, #201

Address: Lubbock, Texas 79424

Telephone: (806) 543-0667 Email: tpayn3@gmail.com

Telephone: (____)_____ Email: _____

Acreage of property: _____ Number of lots and proposed use: _____

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.

City of Lubbock TEXAS

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive any requirement to be offered a development agreement pursuant to the Texas Local Government Code Section 43.016, and petition your Honorable Body to extend the present city limits so as to include as part of the City of Lubbock, Texas, the territory described in the attached Exhibit A, including a survey, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to the City of Lubbock, Texas, falls within Lubbock County, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: _____

Signed: _____

Signed: _____

THE STATE OF TEXAS

COUNTY OF Lubbock

BEFORE ME, the undersigned authority, on this day personally appeared Thomas Payne, _____, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 9th day of March, 2021.

ZACHARY RYAN LOPEZ
Notary Public, State of Texas
Comm. Expires 02-27-2024
Notary ID 132378684

Zachary Ryan Lopez

Notary Public in and for Lubbock County, Texas.

2017035642 7 PGS DEED

GF#80253 Return to: Western Title Company

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

WARRANTY DEED WITH VENDOR'S LIEN

Date: September 29, 2017

Grantor: LCRP2, INC., a Texas corporation

Grantee: RED CANYON DEVELOPMENT, LLC

Grantee's Mailing Address:

12402 Slide Road, #201
Lubbock, Lubbock County, Texas 79424

Consideration:

TEN AND NO/100 DOLLARS ($10.00) and a note of even date executed by Grantee and payable to the order PLAINSCAPITAL BANK in the principal amount of ONE MILLION TWENTY-NINE THOUSAND SIX HUNDRED AND NO/100 DOLLARS ($1,029,600.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of PLAINSCAPITAL BANK and by a first-lien deed of trust of even date from Grantee to DARRELL G. ADAMS, Trustee.

Property (including any improvements): Attached hereto as Exhibit "A" and incorporated herein by reference.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for the current year, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

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 to 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.

PLAINSCAPITAL BANK, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of PLAINSCAPITAL BANK and are transferred to PLAINSCAPITAL BANK without recourse against Grantor.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

When the context requires, singular nouns and pronouns include the plural.

LCRP2, INC., a Texas corporation

By:_____
BRENT PRESTON, Vice President

STATE OF TEXAS §
§
COUNTY OF Williamson §

Acknowledged before me, the undersigned notary on this 29th day of September, 2017, by BRENT PRESTON, Vice President of LCRP2, INC., a Texas corporation, in the capacity therein stated.

ROBERT A. BRANDT
Notary Public, State of Texas
Notary ID# 473653-9
My Commission Expires 05-22-2020

_____
Notary Public, State of Texas

Exhibit "A"

TRACT 1:
A 146.27 acre tract of land out of the Northeast 1/4 of Section 21, Block E, W.T. Railway Company Survey, Abstract 434, Lubbock County, Texas described by metes and bounds as follows:

BEGINNING at a point in the East line of Section 21 for the Southeast corner of the Northeast 1/4 of said Section, a 1/2" iron rod found for the Southeast corner of Section 21 bears S 01°55'35" W a distance of 2640.82 feet;

THENCE N 88°21'40" W, at 20.00 feet pass a 1/2" iron rod found in the West line of a graded county road continuing for a total distance of 2613.10 feet to a 1/2" iron rod found for the Southwest corner of the Northeast 1/4 of Section 21 and the Southwest corner of this tract;

THENCE N 01°55'28" W, at 2612.60 feet pass a 1/2" steel rod with cap set in the South line of a graded county road continuing for a total distance of 2642.60 feet to a point in the North line of Section 21 for the Northwest corner of the Northeast 1/4 of Section 21 and the Northwest corner of this tract;

THENCE S 88°25' E along the North line of Section 21, a distance of 998.60 feet to a 1/2" iron rod found for the Northwest corner of a 1.37 acre tract of land recorded as 2008-34666 in the Real Property Records of Lubbock County, Texas and the Northernmost Northeast corner of this tract;

THENCE S 01°53'17" W along a fence, a distance of 335.00 feet to a 1/2" iron rod found for the Southwest corner of said 1.37 acre tract and a corner of this tract;

THENCE S 88°25' E along a fence and the South line of various tracts, a distance of 1617.70 feet to a 3/8" iron rod found in the East line of Section 21 for the Easternmost Northeast corner of this tract;

THENCE S 02°00'33" W a distance of 2310.20 feet to the POINT OF BEGINNING.

TRACT 2:
A 158.29 acre tract of land being the Southeast 1/4 of Section 21, Block E, Abstract 434, Lubbock County, Texas, described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found in Woodrow Road and a North-South graded county road for the Southeast corner of Section 21 and the Southeast corner of this tract;

THENCE N 88°18'20" W along the South line of Section 21 a distance of 2611.45 feet to a point for the Southwest corner of this tract;

THENCE N 01°53'27" E. at 30.00 feet pass a 1/2" steel rod with cap set in the North right-of-way line of Woodrow Road continuing a total distance of 2638.28 feet to a 1/2" steel rod with cap set for the Northwest corner of this tract;

THENCE S 88°21'40" E, at 2593.10 feet pass a 1/2" steel rod with cap set in the West line of a graded county road continuing a total distance of 2613.10 feet to a point in the East line of Section 21 for the Northeast corner of this tract;

THENCE S 01°55'35" W a distance of 2640.82 feet to the POINT OF BEGINNING.

SAVE AND EXCEPT THE FOLLOWING 2 TRACTS:

TRACT 1:
PLAT LIMITS for LOTS 35 THROUGH 68, COOPER RANCH, A SUBDIVISION OF 40.57 ACRES, SITUATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION 21, BLOCK E, LUBBOCK COUNTY, TEXAS, being a

portion of a called 158.29 acre tract as recorded in County Clerks File #2012043971, Official Property Records of Lubbock County, Texas, situated in Section 21, Block E, G.C. & S.F. R.R. Co. Survey, Abstract 434, Lubbock County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with cap inscribed "STEVENS RPLS 4339" (herein after referred to as a STEVENS cap) found in the East line of said Section 21 at the Northeast corner of LOTS 1 THROUGH 34, COOPER RANCH AN ADDITION IN THE SOUTHEAST QUARTER (SE/4) OF SECTION 21, BLOCK E, G.C. & S.F. R.R.CO. SURVEY, ABSTRACT 434, LUBBOCK COUNTY, TEXAS, as recorded in County Clerks File #2013016039, for the Southeast corner of this tract, from which a "MAG" spike and washer inscribed "ABACUS RPLS 4460" found at the Southeast corner of said Section 21 bears S. 01° 48' 10" W. a distance of 1257.23 feet.

THENCE along the North plat limits of said LOTS 1 THROUGH 34, COOPER RANCH the following eight (8) courses:

1 - N. 88° 11' 50" W. a distance of 60.00 feet to a STEVENS cap found in the West right-of-way line of County Road 2300 (Avenue P) for a clip corner of this tract.

2 - S. 46° 48' 10" W. a distance of 14.14 feet to a STEVENS cap found for a clip corner of this tract.

3 - N. 88° 11' 50" W. a distance of 1283.04 feet to a STEVENS cap found for a clip corner of this tract.

4 - N. 43° 11' 50" W. a distance of 14.14 feet to a STEVENS cap found in the East right-of-way line of County Road 2260 for a clip corner of this tract.

5 - N. 88° 11' 50" W. a distance of 52.00 feet to a STEVENS cap found in the West right-of-way line of County Road 2260 for a clip corner of this tract.

6 - S. 46° 48' 10" W. a distance of 14.14 feet to a STEVENS cap found for a clip corner of this tract.

7 - N. 88° 11' 50" W. a distance of 1153.15 feet to a STEVENS cap found for a clip corner of this tract

8 - N. 43° 10' 54" W. a distance of 14.14 feet to a STEVENS cap found in the East line of a 30 foot wide drainage easement as recorded in County Clerks File #2013016042 at the Northwest corner of said LOTS 1 THROUGH 34, COOPER RANCH, for a corner of this tract.

THENCE N. 88° 11' 50" W. a distance of 30.00 feet to a 1/2" iron rod with cap inscribed "CHT RPLS 6 (herein after referred to as an OJD-CHT cap) set in the West line of the Southeast Quarter (SE/4) of said Section 21 for the Southwest corner of the tract.

THENCE N 01° 49' 57" E. a distance of 675.00 feet to an OJD-CHT cap set in the West line of the Southeast Quarter (SE/4) of said Section 21 for the Northwest corner of this tract.

THENCE S. 88° 11' 50" E. a distance of 32.00 feet to an OJD-CHT cap set for a clip corner of this tract.

THENCE S. 43° 10' 57" E. a distance of 14.14 feet to an OJD-CHT cap set for a clip corner of this tract.

THENCE S. 88° 11' 50" E. a distance of 1150.80 feet to an OJD-CHT cap set for a clip corner of this tract.

THENCE N. 46° 48' 10" E. a distance of 14.14 feet to an OJD-CHT cap set for a clip corner of this tract.

THENCE S. 88° 11' 50" E. a distance of 52.00 feet to an OJD-CHT cap set for a clip corner of this tract.

THENCE S. 43° 11' 50" E. a distance of 14.14 feet to an OJD-CHT cap set for a clip corner of this tract.

THENCE S. 88° 11' 50" E. a distance of 1283.04 feet to an OJD-CHT cap set for a clip corner of this tract.

THENCE N. 46° 48' 10" E. a distance of 14.14 feet to an OJD-CHT cap set for a clip corner of this tract.

THENCE S. 88° 11' 50" E. a distance of 60.00 feet to a point in the East line of said Section 21 for the Northeast corner of this tract, from which a 3/4" inside diameter pipe found at the Northeast corner of Section 21 bears N. 01° 48' 10" E. a distance of 3347.29 feet.

THENCE S. 01° 48' 10" W., along the East line of said Section 21, a distance of 675.00 feet to the place of BEGINNING and containing 40.57 acres of land more or less.

TRACT 2:

PLAT LIMITS FOR COOPER RANCH, LOTS 1 THROUGH 34, AN ADDITION IN THE SOUTHEAST QUARTER OF SECTION 21, BLOCK E, LUBBOCK COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NUMBER 2012043971 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, SAID PLAT LIMITS CONTAIN 45.5535 ACRES OF LAND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A MAG SPIKE WITH A WASHER STAMPED "RPLS 4460" FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 21 AND THE SOUTHEAST CORNER OF SAID PARENT TRACT FOR THE SOUTHEAST CORNER OF THESE PLAT LIMITS, SAID BEGINNING POINT HAVING COORDINATES OF NORTHING: 7,225,801.80 AND EASTING: 945,913.66 (TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD83);

THENCE N. 88° 28' 07" W., ALONG THE SOUTH LINE OF SAID SECTION 21 AND THE SOUTH LINE OF SAID PARENT TRACT, A DISTANCE OF 2618.86 FEET TO A RAILROAD SPIKE SET AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 21 AND THE SOUTHWEST CORNER OF SAID PARENT TRACT FOR THE SOUTHWEST CORNER OF THESE PLAT LIMITS, SAID SOUTHWEST CORNER HAVING COORDINATES OF NORTHING: 7,225,871.77 AND EASTING: 943,296.39 (TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD83), WHENCE A RAILROAD SPIKE FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 21 BEARS N. 88° 28' 07" W. A DISTANCE OF 2618.86 FEET;

THENCE N. 01° 49' 57" E., ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21 AND THE WEST LINE OF SAID PARENT TRACT, A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" SET FOR A CORNER OF THESE PLAT LIMITS, WHENCE A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" SET FOR THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 21 BEARS N. 01° 49' 57" E. A DISTANCE OF 2579.90 FEET;

THENCE S. 88° 28' 07" E. A DISTANCE OF 1188.79 FEET TO A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION FOR A CORNER OF THESE PLAT LIMITS;

THENCE N. 46° 40' 01" E. A DISTANCE OF 21.26 FEET TO A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION FOR A CORNER OF THESE PLAT LIMITS;

THENCE N. 01° 48' 10" E. A DISTANCE OF 473.94 FEET TO A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION FOR A CORNER OF THESE PLAT LIMITS;

THENCE N. 43° 11' 50" W. A DISTANCE OF 14.14 FEET TO A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION FOR A CORNER OF THESE PLAT LIMITS;

THENCE N. 88° 11' 50" W. A DISTANCE OF 1153.52 FEET TO A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION FOR A CORNER OF THESE PLAT LIMITS;

THENCE S. 46° 49' 04" W. A DISTANCE OF 14.15 FEET TO A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION FOR A CORNER OF THESE PLAT LIMITS;

THENCE N. 01° 49' 57" E. A DISTANCE OF 715.00 FEET TO A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION FOR THE NORTHWEST CORNER OF THESE PLAT LIMITS;

THENCE S. 43° 10' 56" E. A DISTANCE OF 14.14 FEET TO A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION FOR A CORNER OF THESE PLAT LIMITS;

THENCE S. 88° 11' 50" E. A DISTANCE OF 1153.16 FEET TO A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION FOR A CORNER OF THESE PLAT LIMITS;

THENCE N. 46° 48' 10" E. A DISTANCE OF 14.14 FEET TO A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4439" SET AT A POINT OF INTERSECTION FOR A CORNER OF THESE PLAT LIMITS;

THENCE S. 88° 11' 50" E. A DISTANCE OF 52.00 FEET TO A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION FOR A CORNER OF THESE PLAT LIMITS;

THENCE S. 43° 11' 50" E. A DISTANCE OF 14.14 FEET TO A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION FOR A CORNER OF THESE PLAT LIMITS;

THENCE S. 88° 11' 50" E. A DISTANCE OF 1283.02 FEET TO A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION FOR A CORNER OF THESE PLAT LIMITS;

THENCE N. 46° 48' 10" E. A DISTANCE OF 14.14 FEET TO A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION FOR A CORNER OF THESE PLAT LIMITS;

THENCE S. 88° 11' 50" E. A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" SET IN THE EAST LINE OF SAID SECTION 21 AND THE EAST LINE OF SAID PARENT TRACT FOR THE NORTHEAST CORNER OF THESE PLAT LIMITS, WHENCE A 3/4" IRON PIPE FOUND AT THE NORTHEAST CORNER OF SAID SECTION 21 BEARS N. 01° 48' 10" E. A DISTANCE OF 4022.29 FEET;

THENCE S. 01° 48' 10" W., ALONG THE EAST LINE OF SAID SECTION 21 AND THE EAST LINE OF SAID PARENT TRACT, A DISTANCE OF 715.00 FEET TO A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION FOR A CORNER OF THESE PLAT LIMITS;

THENCE N. 88° 11' 50" W. A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION FOR A CORNER OF THESE PLAT LIMITS;

THENCE N. 43° 11' 50" W. A DISTANCE OF 14.14 FEET TO A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION FOR A CORNER OF THESE PLAT LIMITS;

THENCE N. 88° 11' 50" W. A DISTANCE OF 1283.02 FEET TO A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION FOR A CORNER OF THESE PLAT LIMITS;

THENCE S. 46° 48' 10" W. A DISTANCE OF 14.14 FEET TO A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION FOR A CORNER OF THESE PLAT LIMITS;

THENCE S. 01° 48' 10" W. A DISTANCE OF 473.69 FEET TO A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION FOR A CORNER OF THESE PLAT LIMITS;

THENCE S. 43° 19' 59" E. A DISTANCE OF 21.16 FEET TO A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION FOR A CORNER OF THESE PLAT LIMITS;

THENCE S. 88° 28' 07" E. A DISTANCE OF 1348.04 FEET TO A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" SET IN THE EAST LINE OF SAID SECTION 21 AND THE EAST LINE OF SAID PARENT TRACT FOR A CORNER OF THESE PLAT LIMITS;

THENCE S. 01° 48' 10" W. A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

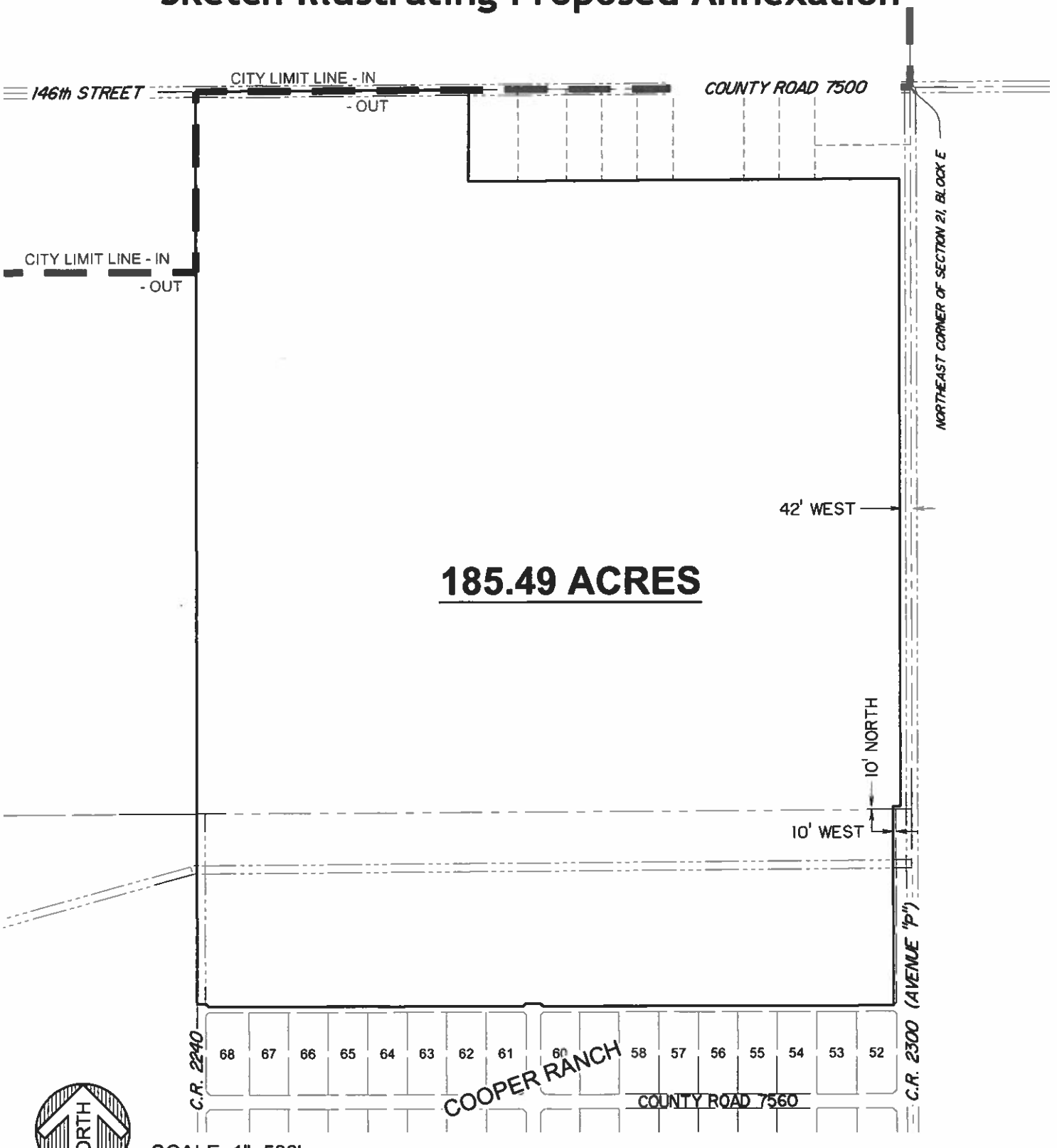
FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Kelly Pinion, County Clerk
Lubbock County, TEXAS
10/02/2017 12:08 PM
FEE: $50.00
2017035642

EXHIBIT "A"
Sketch Illustrating Proposed Annexation



SCALE: 1"=500'
DATE: 03-25-2021

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS • CIVIL ENGINEERS • LAND PLANNERS
TEXAS LICENSED SURVEYING FIRM 100676-00 | TEXAS REGISTERED ENGINEERING FIRM F-760
PHONE: 806 / 763-5642 | FAX: 806 / 763-3891
1601 AVENUE N | LUBBOCK, TEXAS 79401

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

LAND SURVEYORS
CIVIL ENGINEERS

EXHIBIT "C"

METES AND BOUNDS DESCRIPTION of a 185.01 acre portion of the tracts described under County Clerk File Number 2017035642, Official Public Records of Lubbock County, Texas, located in the East Half of Section 21, Block E, Abstract 434, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the North line of Section 21, Block E, Abstract 434, Lubbock County, Texas, at the Northeast corner of a 158.6 acre tract (Northwest Quarter of said Section 21) described under County Clerk File Number (CCFN) 2017015689 of the Official Public Records of Lubbock County, Texas (OPRLCT) and the Northwest corner of this tract, which is the Northwest corner of the Northeast Quarter of said Section 21;

THENCE S. 88°27'49" E., along the North line of said Section 21, a distance of 998.60 feet to a point for the Northwest corner of a tract of land described under CCFN 2008034666, OPRLCT, and the most Northerly Northeast corner of this tract;

THENCE S. 01°48'10" W., along the Western boundary of said tract of land, a distance of 335.00 feet to a point for the Southwest corner of said 1.4 acre tract and an "ell" corner of this tract;

THENCE S. 88°27'49" E., along the Southern boundary of various tracts, a distance of 1547.51 feet to a point for the most Easterly Northeast corner of this tract, said point being situated 70 feet West of the East line of said Section 21;

THENCE S. 01°48'10" W., along a line 70 feet West of and parallel to the East line of said Section 21, a distance of 3022.00 feet to a point in the North line of a 20 foot alley dedicated by plat recorded under CCFN 2015035373, OPRLCT;

THENCE N. 88°11'50" W. along the North line of said 20 foot alley, a distance of 1283.04 feet to a point;

THENCE N. 43°11'50" W., continuing along the North line of said 20 foot alley, a distance of 14.14 feet to a point;

THENCE N. 88°11'50" W., continuing along the North line of said 20 foot alley, a distance of 52.00 feet to a point;

THENCE S. 46°48'10" W., continuing along the North line of said 20 foot alley, a distance of 14.14 feet to a point;

THENCE N. 88°11'50" W., continuing along the North line of said 20 foot alley, a distance of 1150.80 feet to a point for the most Southerly Southwest corner of this tract;

THENCE N. 43°10'57" W., continuing along the North line of said 20 foot alley, a distance of 14.14 feet to a point in the East right-of-way line of County Road 2240, dedicated by plat recorded under CCFN 2015035373, OPRLCT;

THENCE N. 88°11'50" W., along the North right-of-way line of said County Road 2240, a distance of 32.00 feet to a point in the West line of the East Half of said Section 21 for the most Westerly Southwest corner of this tract;

THENCE N. 01°49'57" E., along the West line of the East Half of said Section 21, at 695.26 feet pass the Northwest corner of the Southeast Quarter and the Southwest corner of the Northeast Quarter of said Section 21, continuing for a total distance of 3335.16 feet to the Point of Beginning.

Contains: 185.01 acres

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

May 14, 2021
June 24, 2021 – Revised to change exhibit number



Brent Carroll
Registered Professional
Land Surveyor No. 5410
State of Texas

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

VOLUNTARY ANNEXATION APPLICATION

APPLICATION IS NOT VALID WITHOUT COMPLETION OF ALL PAGES AND SIGNATURES

MINIMUM SUBMITTAL REQUIREMENTS:

- [x] 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.
- [x] Annexation petition provided by City of Lubbock with notarized signature(s).
- [x] Map of the subject property.
- [x] A legal description of the property (including a survey, field notes or legal description with subdivision, lot and block) labeled as Exhibit A.
- [x] 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.
- [x] One digital copy of all of the above.
- [x] If designating a representative, the affidavit designating representative with notarized signature(s).

Property Owner(s): Lubbock Cooper Independent School District

Address: 13807 INDIANA AVE

Address: Lubbock, Texas 79423

Telephone: (806) 863-7100 Email: kbryant@lcisd.net

Telephone: (____) _____ Email: _____

Acreage of property: 15.29 Number of lots and proposed use: Public school

Check one:

- [ ] I will represent my application and petition before city staff and the City Council.
- [x] 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.

Kodi Bryant

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.

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive any requirement to be offered a development agreement pursuant to the Texas Local Government Code Section 43.016, and petition your Honorable Body to extend the present city limits so as to include as part of the City of Lubbock, Texas, the territory described in the attached Exhibit A, including a survey, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land being petitioned for annexation is contiguous and adjacent to a separately owned tract which is being concurrently petitioned for annexation and said separately owned tract is contiguous and adjacent to the City of Lubbock, Texas. This petitioned tract falls within Lubbock County, is not more than one-half mile in width, and this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: Keith Bryant

Signed: _____

Signed: _____

THE STATE OF TEXAS

COUNTY OF Lubbock

BEFORE ME, the undersigned authority, on this day personally appeared Keith Bryant, _____, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 5th day of March, 2021.

CATHY WRIGHT
Notary Public, State of Texas
Comm. Expires 08-21-2024
Notary ID 132637271

Cathy Wright

Notary Public in and for Lubbock County, Texas.

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive any requirement to be offered a development agreement pursuant to the Texas Local Government Code Section 43.016, and petition your Honorable Body to extend the present city limits so as to include as part of the City of Lubbock, Texas, the territory described in the attached Exhibit A, including a survey, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land being petitioned for annexation is contiguous and adjacent to a separately owned tract which is being concurrently petitioned for annexation and said separately owned tract is contiguous and adjacent to the City of Lubbock, Texas. This petitioned tract falls within Lubbock County, is not more than one-half mile in width, and this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: Keith Bryant

Signed: _____

Signed: _____

THE STATE OF TEXAS

COUNTY OF Lubbock

BEFORE ME, the undersigned authority, on this day personally appeared Keith Bryant, _____, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 5th day of March, 2021.

CATHY WRIGHT
Notary Public, State of Texas
Comm. Expires 08-21-2024
Notary ID 132637271

Cathy Wright

Notary Public in and for Lubbock County, Texas.

City of Lubbock TEXAS

AFFIDAVIT DESIGNATING REPRESENTATIVE

AFFIDAVIT IS NOT VALID WITHOUT COMPLETION OF ALL PAGES AND SIGNATURES – FOR MULTIPLE PROPERTY OWNERS, SUBMIT ONE AFFIDAVIT PER OWNER

I, Keith Bryant, make this affidavit and hereby on oath state that:

I, being the ☒ sole ☐ partial owner of the following property:

No address currently assigned

Property Address | City | State | Zip

Phone | Email

Legal description of property (can be found on property tax statement or at **www.lubbockcad.org**:

See attached description

give my permission to below named representative, to apply for approval of an application (attach to application) to the City of Lubbock on the above-described property.

Thomas Payne

Representative's organization or entity (printed)

Signed this 5th day of March, 20 21.

Keith Bryant

Signature of Property Owner

Notary Public Information:

THE STATE OF TEXAS, COUNTY OF Lubbock

BEFORE ME, the undersigned authority, this day personally appeared Keith Bryant and on oath stated that the facts hereinabove are true to the best of their knowledge or belief. SWORN TO AND SUBSCRIBED before me on this the 5th day of March, 20 21.

CATHY WRIGHT
Notary Public, State of Texas
Comm. Expires 08-21-2024
Notary ID 132637271

Cathy Wright

Notary Public, State of Texas

2019016753 5 PGS DEED

Return to: West Texas Title Company
GF # 36943 (NF)

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS
If you are a natural person, you may remove or strike any 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: **May 9, 2019**

Grantor:

Grow Lubbock Development, LLC, a Texas limited liability company
P.O. Box 64664
Lubbock, TX 79464

Grantee:

Lubbock Cooper Independent School District, an independent school district created under Texas Law
16302 Loop 493
Lubbock, TX 79423

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

THE SURFACE ESTATE ONLY IN AND TO THE FOLLOWING:

TRACT I

METES AND BOUNDS DESCRIPTION of a 15.290 acre tract, more or less, out of a 158.6 acre tract described under County Clerk File No. 2017015689 of the Official Public Records of Lubbock County, Texas, located in the Northwest Quarter of Section 21, Block E, Waxahachie Tap Railroad Co. Survey, Abstract No. 434, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HRA" set in the South line of the Northwest Quarter of said Section 21 and the Southern boundary of said 158.6 acre tract, for the Southwest corner of this tract, which bears S. 88°27'52" E. a distance of 895.00 feet from a railroad spike found at the Southwest corner of the Northwest Quarter of Section 21, Block E, Waxahachie Tap Railroad Co. Survey,

Abstract No. 434, Lubbock County, Texas;

THENCE N. 01°32'08" E. a distance of 679.00 feet to a 1/2" iron rod with cap marked "HRA" set for the most Westerly Northwest corner of this tract;

THENCE N. 46°32'08" E. a distance of 21.21 feet to a 1/2" iron rod with cap marked "HRA" set for the most Northerly Northwest corner of this tract;

THENCE S. 88°27'52" E. a distance of 930.00 feet to a 1/2" iron rod with cap marked "HRA" set for the most Northerly Northeast corner of this tract;

THENCE S. 43°27'52" E. a distance of 21.21 feet to a 1/2" iron rod with cap marked "HRA" set for the most Easterly Northeast corner of this tract;

THENCE S. 01°32'08" W. a distance of 679.00 feet to a 1/2" iron rod with cap marked "HRA" set in the South line of the Northwest Quarter of said Section 21 and the Southern boundary of said 158.6 acre tract for the Southeast corner of this tract, from whence a 1/2" iron rod with cap marked "STEVENS" found at the Southeast corner of Northwest Quarter of said Section 21 bears S. 88°27'52" E. a distance of 762.56 feet;

THENCE N. 88°27'52" W., along the South line of the Northwest Quarter of said Section 21 and the Southern boundary of said 158.6 acre tract, a distance of 960.00 feet to the Point of Beginning.

<u>TRACT II</u>: Access Easement

METES AND BOUNDS DESCRIPTION of a 2.529 acre tract, more or less, out of a 158.6 acre tract described under County Clerk File No. 2017015689 of the Official Public Records of Lubbock County, Texas, located in the Northwest Quarter of Section 21, Block E, Waxahachie Tap Railroad Co. Survey, Abstract No. 434, Lubbock County, Texas, being further described as follows:

BEGINNING at a "MAG" nail with washer marked "HRA" set in the West line of said Section 21 and the Western boundary of said 158.6 acre tract, for the Southwest corner of this tract, which bears N. 01°51'49" E. a distance of 694.01 feet from a railroad spike found at the Southwest corner of the Northwest Quarter of Section 21, Block E, Waxahachie Tap Railroad Co. Survey, Abstract No. 434, Lubbock County, Texas;

THENCE N. 01°51'49" E., along the West line of said Section 21 and the Western boundary of said 158.6 acre tract, a distance of 60.00 feet to a "MAG" nail with washer marked "HRA" set for the Northwest corner of this tract, from whence a railroad found at the Northwest corner of said Section 21 bears N. 01°51'49" E. a distance of 1885.94 feet;

THENCE S. 88°27'52" E. a distance of 1835.68 feet to an 80 penny nail set for the

Northeast corner of this tract;

THENCE S. 01°32'08" W. a distance of 60.00 feet to a 1/2" iron rod with cap marked "HRA" set for the Southeast corner of this tract;

THENCE N. 88°27'52" W., at 930.00 feet pass a 1/2" iron rod with cap marked "HRA" set in reference, continuing at 945.00 feet pass a 1/2" iron rod with cap marked "HRA" set in reference, continuing for a total distance of 1836.03 feet to the Point of Beginning.

Bearings are relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, 2011 (epoch 2010.0). Distances are Surface, U.S. Survey Feet.

Reservations from Conveyance:

Grantor reserves from this conveyance all oil, gas and other minerals in and under and that may be produced from the Land, not heretofore reserved and/or conveyed by predecessors in title; and, if the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease (or leases) and all benefits therefrom.

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations and other matters arising from and existing by reason of local governmental authority; and taxes for 2019, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership or both, the payment of which Grantee assumes.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty **but only when the claim is by, through or under the Grantor and not otherwise.**

When the context requires, singular nouns and pronouns include the plural.

GROW LUBBOCK DEVELOPMENT, LLC, a Texas limited liability company

By_____
Thomas K. Payne, Manager

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on May 4th, 2019 by **Thomas K. Payne**, Manager of **Grow Lubbock Development, LLC**, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

Place Notary's Stamp Here:

NANCY FLOYD
Notary Public, State of Texas
Notary ID# 509841-3
My Commission Expires 08-24-2022

C:\Users\Nancy.WESTTEXASTITLE\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\MJHEAATA\36943 SWD.wpd
(5-9-19)

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Kelly Pinion, County Clerk
Lubbock County, TEXAS
05/10/2019 01:58 PM
FEE: $38.00
2019016753

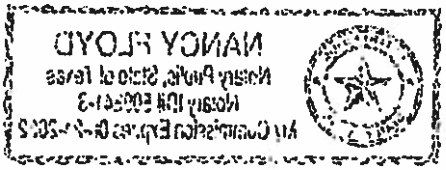
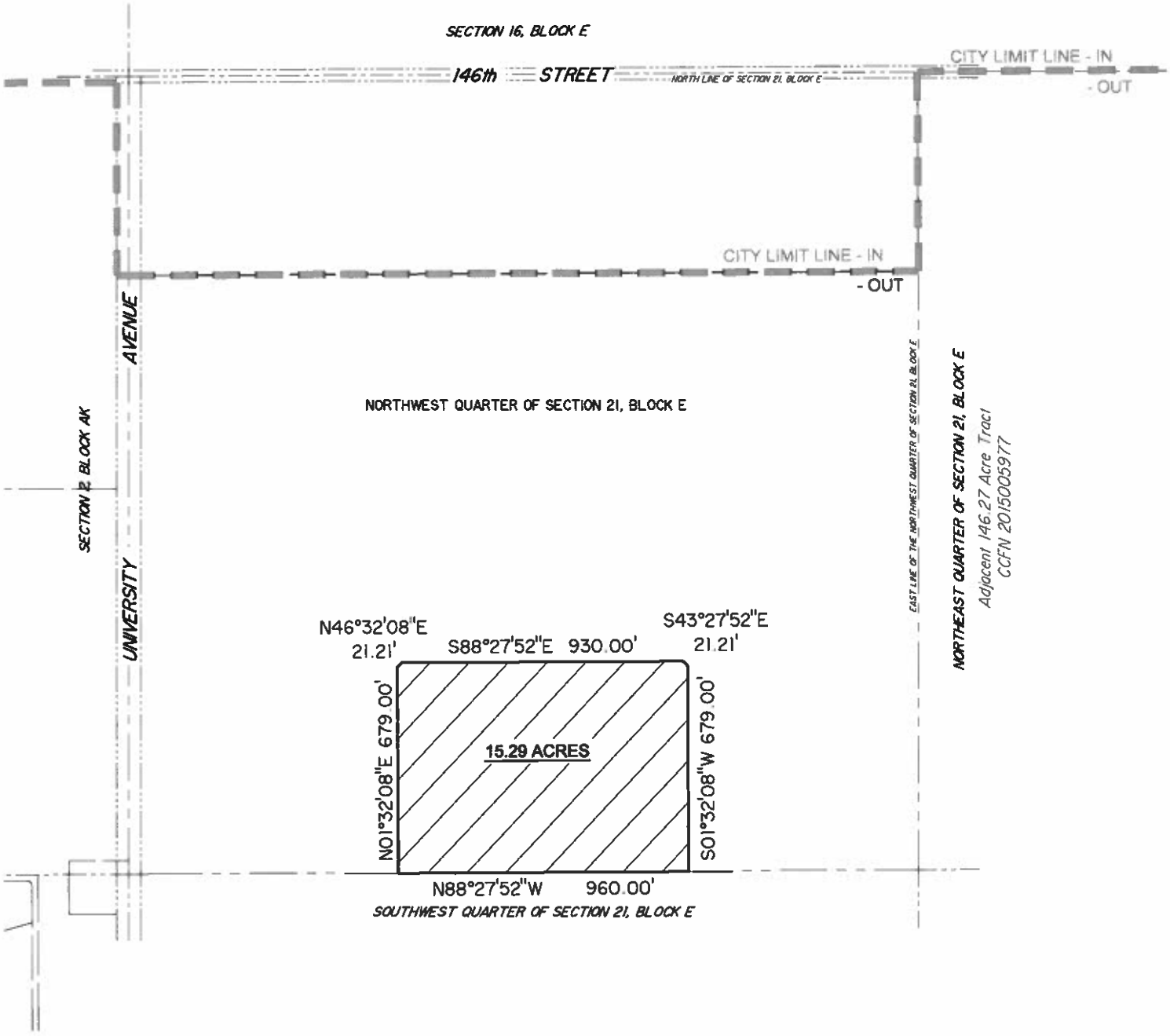


EXHIBIT "A"
Sketch Illustrating Proposed Annexation



NORTH

SCALE: 1"=500'
DATE: 04-09-2021

HR | HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS • CIVIL ENGINEERS • LAND PLANNERS
TEXAS LICENSED SURVEYING FIRM 100676-00 | PHONE 806 / 763-5642 | 1601 AVENUE N
TEXAS REGISTERED ENGINEERING FIRM F-760 | FAX 806 / 763-3591 | LUBBOCK, TEXAS 79401

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

LAND SURVEYORS
CIVIL ENGINEERS

EXHIBIT "D"

METES AND BOUNDS DESCRIPTION of a 15.290 acre tract out of a 158.6 acre tract described under County Clerk File Number 2017015689, Official Public Records of Lubbock County, Texas, located in the Northwest Quarter of Section 21, Block E, Waxahachie Tap Railroad Co. Survey, Abstract No. 434, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the South line of the Northwest Quarter of Section 21, Block E, Waxahachie Tap Railroad Co. Survey, Abstract No. 434, Lubbock County, Texas, and the Southern boundary of a 158.6 acre tract described under County Clerk File Number (CCFN) 2017015689, Official Public Records of Lubbock County, Texas (OPRLCT) for the Southwest corner of this tract, which bears S. 88°27'52" E. a distance of 895.00 feet from the Southwest corner of the Northwest Quarter of said Section 21;

THENCE N. 01°32'08" E. a distance of 679.00 feet to a point for the most Westerly Northwest corner of this tract;

THENCE N. 46°32'08" E. a distance of 21.21 feet to a point for the most Northerly Northwest corner of this tract;

THENCE S. 88°27'52" E. a distance of 930.00 feet to a point for the most Northerly Northeast corner of this tract;

THENCE S. 43°27'52" E. a distance of 21.21 feet to a point for the most Easterly Northeast corner of this tract;

THENCE S. 01°32'08" W. a distance of 679.00 feet to a point in the South line of the Northwest Quarter of said Section 21, and the Southern boundary of said 158.6 acre tract for the Southeast corner of this tract, from whence the Southeast corner of the Northwest Quarter of said Section 21 bears S. 88°27'52" E. a distance of 762.56 feet;

THENCE N. 88°27'52" W., along the South line of the Northwest Quarter of said Section 21 and the Southern boundary of said 158.6 acre tract, a distance of 960.00 feet to the Point of Beginning.

Contains: 15.290 acres

Bearings are relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, 2011 (epoch 2010.0). Distances are Surface, U.S. Survey Feet.

January 21, 2021
June 24, 2021 – Revised to change exhibit number



Brent Carroll
Registered Professional
Land Surveyor No. 5410
State of Texas

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Resolution No. 2021-R0025
Item No. 8.14
January 12, 2021

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Annexation Agreement, by and between the City of Lubbock and Violet A. McInnes, Sandra K. Carlton, Wyatt Crawford, Melissa Crawford, and Landshark Commercial Properties, LLC, 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 January 12, 2021.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

ccdocs/RES.AnnexationAgreement_Sharkey et al.
12.09.20

MUNICIPAL SERVICES AGREEMENT

BETWEEN THE CITY OF LUBBOCK, TEXAS

AND VIOLET MCINNES, SANDRA CARLTON, WYATT CRAWFORD, MELISSA CRAWFORD, AND LANDSHARK COMMERCIAL PROPERTIES, LLC

This Municipal Services Agreement ("Agreement") is entered into on 12th day of January, 2021 by and between the City of Lubbock, Texas, a home-rule municipality of the State of Texas, ("City") and Violet A. McInnes, Sandra K. Carlton, Wyatt Crawford and Melissa E. Crawford, and Landshark Commercial Properties, LLC ("Owners"), 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, Section 43.0671 of the Local Government Code ("LGC") permits the City to annex an area when each owner of land in an area requests the annexation;

WHEREAS, the Owners own certain parcels of land situated in Lubbock, Texas which consists of approximately 110.438 acres of land in the City's extraterritorial jurisdiction, such properties being more particularly described and set forth in Exhibit A attached to and incorporated herein ("Properties");

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 Properties;

WHEREAS, Owners have individually filed a written request with the City for full-purpose annexation of the Properties, and said petitions for annexation are set forth as Exhibit B attached to and incorporated herein ("Petitions");

WHEREAS, the City and the Owners desire to set out the City services to be provided for the Properties on or after the effective date of annexation;

WHEREAS, the annexation and execution of this Agreement are subject to approval by the Lubbock City Council; and

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
            1. *Existing Services*: None
            2. *Services to be Provided*: Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No. 14, located at 2402 96th Street, Station No. 16, located at 4030 114th Street and Station 17, located at 3241 63rd Street. Station No. 14 is approximately 3.8 miles from the proposed annexation with an approximate response time of 5 to 6 minutes. Station 16 is approximately 4.3 miles from the proposed annexation with an approximate response time of 6 to 7 minutes. Station No. 17 is approximately 6.7 miles from the proposed annexation with an approximate response time of 9 to 10 minutes. Fire suppression activities can be afforded to the annexed area within current appropriation with a less than desirable response time. As these areas are developed an additional fire station(s) will be considered. Fire Prevention activities will be provided by the Fire Marshal's office as needed.

        ii. First Responder Emergency Medical Services
            1. *Existing Services*: None
            2. *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. 14, located at 2402 96th Street, Station No. 16, located at 4030 114th Street and Station 17, located at 3241 63rd Street. Station No. 14 is approximately 3.8 miles from the proposed annexation with an approximate response time of 5 to 6 minutes. Station 16 is

approximately 4.3 miles from the proposed annexation with an approximate response time of 6 to 7 minutes. Station No. 17 is approximately 6.7 miles from the proposed annexation with an approximate response time of 9 to 10 minutes. Emergency medical transport is provided by the Lubbock County Hospital District.

iii. Police Services

1. *Existing Services*: None
2. *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

1. *Existing Services*: None
2. *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, and 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

1. *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.

2. *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

1. *Existing Services*: None
2. *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

1. *Existing Services*: City of Lubbock Library's materials, services, and programs are currently available to anyone who lives in Lubbock County.
2. *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 and Environmental Health Services

1. *Existing Services*: None
2. *Services to be Provided*: The City of Lubbock's Code Administration and 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 and Environmental 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

1. *Existing Services*: None. Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office.
2. *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

1. *Existing Services*: City of Lubbock Public Works currently maintains the road adjacent to the north of this tract (146th Street) and the portion of University Avenue (660 feet south of 146th Street) that lies within the City Limits.
2. *Services to be Provided*: In accordance with the Master Thoroughfare Plan, the proposed annexation area is adjacent to 0.3 miles of Arterial Roadway. As development occurs, the City's current policies require the City to design and build Arterial Roadways as funding is available. 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

1. *Existing Services*: City maintains jurisdiction of playa lakes within the ETJ. Texas Commission on Environmental Quality (TCEQ) has jurisdiction of enforcement and compliance with stormwater-related permits outside the City limits.
2. *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 performed 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

1. *Existing Services*: None
2. *Services to be Provided*: The City of Lubbock will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

xiii. Traffic Engineering Services

1. *Existing Services*: None
2. *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

1. *Existing Services*: None
   Services to be Provided: 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

1. *Existing Services*: None
2. *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. Owners understand and acknowledge that the City departments listed above may change names 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.

4. **AUTHORITY**. City and Owners represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owners acknowledge that approval of the annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

5. **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.

6. **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 to each of them it was recommended to seek legal advice and each Party was given adequate opportunity to seek representation of legal counsel in the negotiation and drafting of this Agreement.

7. **GOVERNING LAW AND VENUE**. Venue shall be in the state courts located in Lubbock County, Texas and construed in conformity with the provisions of Texas Local Government Code Chapter 43.

8. **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 grated 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.

9. **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.

10. **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.

11. **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.

12. **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 Properties and is binding on the Owners.

13. **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 all Parties.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Bryan Isham, Director of Planning

APPROVED AS TO FORM:

Violet A. McInnes

Violet A. McInnes
Signature

SUBSCRIBED AND SWORN TO BEFORE ME on the 3rd day of December, 20 20 to certify which witness my hand and official seal.

[Seal]

JENNIFER LEE WATSON
Notary Public, State of Texas
Comm. Expires 02/12/2022
Notary ID 13144359-8

[Signature] Jennifer Watson

[Printed name] Jennifer Watson

Notary Public in and for the State of Texas

Sandra K. Carlton

Sandra K Carlton

Kelli Leisure, Assistant City Attorney

Kelli Leisure

_____

Signature

SUBSCRIBED AND SWORN TO BEFORE ME on the day of 20 day of November, 2020, to certify which witness my hand and official seal.

JUSTIN SMITH
Notary Public, State of Texas
Comm. Expires 01-17-2024
Notary ID 132318801

[*Seal*]

[*Signature*] _____

[*Printed name*] Justin Smith

Notary Public in and for
the State of Texas

Melissa E. Crawford

_____

Signature

SUBSCRIBED AND SWORN TO BEFORE ME on the day of _____ day of _____, 20____, to certify which witness my hand and official seal.

[*Seal*]

[*Signature*] _____

[*Printed name*] _____

Notary Public in and for
the State of Texas

Wyatt E. Crawford

Kelli Leisure, Assistant City Attorney

Signature

SUBSCRIBED AND SWORN TO BEFORE ME on the day of _____ day of _____, 20____, to certify which witness my hand and official seal.

[*Seal*]

[*Signature*] _____

[*Printed name*] _____

Notary Public in and for
the State of Texas

Melissa E. Crawford

Signature

SUBSCRIBED AND SWORN TO BEFORE ME on the day of 19 day of November, 2020, to certify which witness my hand and official seal.

JENNIFER LEE WATSON
Notary Public, State of Texas
Comm. Expires 02/12/2022
Notary ID 13144359-8

[*Seal*]

[*Signature*]

[*Printed name*] Jennifer Watson

Notary Public in and for
the State of Texas

Wyatt E. Crawford

Wyatt Crawford
Signature

SUBSCRIBED AND SWORN TO BEFORE ME on the day of 19 day of November, 2020, to certify which witness my hand and official seal.

JENNIFER LEE WATSON
Notary Public, State of Texas
Comm. Expires 02/12/2022
Notary ID 13144359-8

[Seal]

[Signature] J Watson

[Printed name] Jennifer Watson

Notary Public in and for
the State of Texas

Landshark Commercial Properties, LLC

Signature

Jason Sharkey President
Printed Name and Title

SUBSCRIBED AND SWORN TO BEFORE ME on the day of 3rd day of December, 2020, to certify which witness my hand and official seal.

JENNIFER LEE WATSON
Notary Public, State of Texas
Comm. Expires 02/12/2022
Notary ID 13144359-8

[Seal]

[Signature] J Watson

[Printed name] Jennifer Watson

Notary Public in and for
the State of Texas

Regular City Council Meeting **7. 10.**

Meeting Date: 07/27/2021

Information

Agenda Item

Ordinance Single Reading - Finance: Consider the adoption of an ordinance of the City of Lubbock, Texas, authorizing the issuance and sale of City of Lubbock, Texas, Tax Note, Series 2021; levying a tax in payment thereof; and enacting other provisions relating to the subject.

Item Summary

This ordinance authorizes the issuance of the Tax Note, Series 2021. The purpose of the Tax Note is to pay contractual obligations incurred or to be incurred for:

(i) the purchase of property consisting of materials, supplies, equipment, and machinery; and
(ii) paying the cost of issuance related to the Tax Note.

The Note will be excluded from gross income for federal income tax purposes, with annual payments of principal on February 15, 2022, through February 15, 2028, and with semi-annual interest payments beginning on February 15, 2022, and on each February 15 and August 15 thereafter, until maturity. Closing date is anticipated on August 24, 2021, subject to Texas Attorney General approval.

The Note is being offered to potential lenders for investment in its own account as a privately negotiated bank loan. Responses from potential lenders for this Note must be submitted no later than July 26, 2021. The Note will be awarded to the proposal producing the lowest interest cost to the City and with the terms most advantageous to the City (including, but not limited to, paying agent fees, underwriting fees, bank counsel fees, and early redemption provisions). The recommended lender will be presented to Council for approval at the July 27, 2021 City Council meeting.

Fiscal Impact

Annual payments will be made from the revenues of City departments and/or an ad valorem tax. The total principal amount on the issuance is $3,015,000.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

City of Lubbock Tax Note Series 2021 - Ordinance 4163-9369-2208 1

Ordinance No. 2021 – O____

ORDINANCE

relating to

CITY OF LUBBOCK, TEXAS
TAX NOTE, SERIES 2021

Adopted: July 27, 2021

TABLE OF CONTENTS

Page

ARTICLE I
DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions 2
Section 1.02. Other Definitions 3
Section 1.03. Findings 3
Section 1.04. Table of Contents, Titles and Headings 3
Section 1.05. Interpretation 4

ARTICLE II
SECURITY FOR THE NOTE

Section 2.01. Tax Levy for Payment of Note 4

ARTICLE III
AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE NOTE

Section 3.01. Authorization 5
Section 3.02. Date, Denomination, Maturities, Numbers and Interest 5
Section 3.03. Medium, Method and Place of Payment 6
Section 3.04. Execution and Initial Registration 6
Section 3.05. Ownership 7
Section 3.06. Registration, Transfer and Exchange 7
Section 3.07. Cancellation and Authentication 8
Section 3.08. Replacement Note 8

ARTICLE IV
REDEMPTION OF NOTE BEFORE MATURITY

Section 4.01. Limitation on Redemption 10
Section 4.02. Optional Redemption 10
Section 4.03. Partial Redemption 10
Section 4.04. Notice of Redemption to Owners 10
Section 4.05. Payment Upon Redemption 11
Section 4.06. Effect of Redemption 11
Section 4.07. Lapse of Payment 11

ARTICLE V
PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar 12
Section 5.02. Qualifications 12
Section 5.03. Maintaining Paying Agent/Registrar 12

Section 5.04. Termination 12
Section 5.05. Notice of Change 12
Section 5.06. Agreement to Perform Duties and Functions 12
Section 5.07. Delivery of Records to Successor 12

ARTICLE VI
FORM OF THE NOTE

Section 6.01. Form Generally 13
Section 6.02. Legal Opinion 13

ARTICLE VII
SALE OF THE NOTE; CONTROL AND DELIVERY OF THE NOTE

Section 7.01. Sale of Note; Private Placement Letter 13
Section 7.02. Control and Delivery of Note 14

ARTICLE VIII
CREATION OF FUNDS AND ACCOUNTS; DEPOSIT OF PROCEEDS; INVESTMENTS

Section 8.01. Debt Service Fund 14
Section 8.02. Deposit of Proceeds 14

ARTICLE IX
PARTICULAR, REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of Note 15
Section 9.02. Other Representations and Covenants 15
Section 9.03. Ordinance a Contract - Amendments 15
Section 9.04. Federal Income Tax Exclusion 16

ARTICLE X
DEFAULT AND REMEDIES

Section 10.01. Events of Default 18
Section 10.02. Remedies 18

ARTICLE XI
DISCHARGE

Section 11.01. Discharge 19

ARTICLE XII
MISCELLANEOUS

Section 12.01. Changes to Ordinance 19
Section 12.02. Partial Invalidity 19
Section 12.03. Repealer 19

Section 12.04. Individuals Not Liable 19
Section 12.05. Related Matters 20
Section 12.06. Force and Effect 20

Form of Note ..... Exhibit A

AN ORDINANCE OF THE CITY OF LUBBOCK, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF CITY OF LUBBOCK, TEXAS, TAX NOTE, SERIES 2021; LEVYING A TAX IN PAYMENT THEREOF; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, pursuant to Chapter 1431, Texas Government Code, as amended (the "Act"), the governing body of a municipality is authorized to issue the Note hereinafter authorized (the "Note") to pay contractual obligations incurred or to be incurred for the purposes set forth in Section 3.01 hereof; and

WHEREAS, the City Council of the City of Lubbock, Texas (the "City"), hereby finds and determines that it is necessary and in the best interest of the City and its citizens to issue the Note for the purposes herein described and that the Note shall be payable from and secured by ad valorem taxes levied, within the limits prescribed by law, on all taxable property within the City; and

WHEREAS, the City Council desires to acquire, purchase, or finance personal property, appliances, equipment, facilities, furnishings or interests therein, whether movable or fixed, as described in this Ordinance, or such other personal property, appliances, equipment, facilities, furnishings or interests therein, whether movable or fixed, deemed by the City Council to be necessary, useful and/or appropriate for its purposes (the "Property"); and

WHEREAS, the Note hereinafter authorized shall mature before the seventh anniversary of the date that the Attorney General of the State of Texas approves the Note, as required by the Act; and

WHEREAS, it is affirmatively found that the City Council is authorized to proceed with the issuance and sale of the Note as authorized by the Constitution and laws of the State of Texas, particularly the Act; and

WHEREAS, the City Council has found and determined that it is necessary and in the best interest of the City and its citizens that it authorize by this Ordinance the issuance and delivery of its Note at this time; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended; Now Therefore,

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

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:

"Bond Counsel" means Orrick, Herrington & Sutcliffe LLP or any successor thereto.

"Business Day" means a day that is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close.

"Code" means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

"Debt Service Fund" means the Debt Service Fund established by Section 8.01(a).

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar, its corporate trust office or such other location designated by the Paying Agent/Registrar, and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"Event of Default" means the occurrence of an event described in Section 10.01 of this Ordinance.

"Fiscal Year" means such fiscal year as shall from time to time be set by the City Council.

"Initial Note" means the Note described in Section 3.04(d).

"Interest Payment Date" means the date or dates upon which interest on the principal of the Note is scheduled to be paid until the maturity or prior redemption of the Note, such dates being February 15 and August 15 of each year commencing February 15, 2022, until maturity or prior redemption.

"Issuance Date" means the date of the initial delivery of and payment for the Note.

"Maximum Lawful Rate" means the lesser of (a) the maximum rate of interest allowed by Chapter 1204, Texas Government Code, or any successor provision of (b) the maximum non-usurious rate of interest permitted to be charged by applicable federal or Texas law from time to time in effect.

"Note" means the City's Note entitled "City of Lubbock, Texas Tax Note, Series 2021" authorized to be issued pursuant to Section 3.01.

"Ordinance" means this ordinance.

"Owner" means the person who is the registered owner of the Note, as shown in the Register.

"Paying Agent/Registrar" means _____, _____, Texas or any successor thereto as provided in this Ordinance.

"Paying Agent/Registrar Agreement" means the Paying Agent/Registrar Agreement between the Paying Agent/Registrar and the City relating to the Note.

"Private Placement Letter" means that certain private placement letter between the City and the Purchaser, as described in Section 7.01 of this Ordinance.

"Property" has the meaning assigned in the recitals of this Ordinance.

"Purchaser" means _____.

"Record Date" means, for any Interest Payment Date, the close of business on the last day of the month next preceding an Interest Payment Date.

"Register" means the Register specified in Section 3.06(a).

"Regulations" means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

"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).

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of the principal of or interest on the Note as the same become due and payable and remaining unclaimed by the Owners of the Note for 90 days after the applicable payment or redemption date.

Section 1.02. Other Definitions. The terms "Act," "City Council" and "City" shall have the meanings assigned in the preamble to this Ordinance.

Section 1.03. 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 1.04. 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 1.05. 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) Article and section references shall mean references to articles and sections of this Ordinance unless designated otherwise.

(c) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Ordinance.

(d) Any action required to be taken on a date which is not a Business Day shall be taken on the next succeeding Business Day and have the same effect as if taken on the date so required.

(e) 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.

ARTICLE II
SECURITY FOR THE NOTE

Section 2.01. Tax Levy for Payment of Note.

While the Note or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually levied, assessed and collected in due time, form and manner, and at the same time other City taxes are levied, assessed and collected, in each year, a continuing direct annual ad valorem tax, within the limits prescribed by law, upon all taxable property in the City sufficient to pay the current interest on the Note as the same becomes due, and to provide and maintain a sinking fund adequate to pay the principal of the Note as such principal matures, but never less than two percent (2%) of the original principal amount of the Note each year, full allowance being made for delinquencies and costs of collection, and such taxes when collected shall be applied to the payment of the interest on and principal of the Note and to no other purpose. The proceeds from all taxes levied, assessed and collected for and on account of the Note authorized by this Ordinance shall be deposited into the Debt Service Fund created pursuant to Section 8.01 herein.

Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Debt Service Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Note when and as due and payable in accordance with their terms and this Ordinance.

To pay debt service coming due on the Note prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified

to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

ARTICLE III
AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE NOTE

Section 3.01. Authorization. The City's Note to be designated "City of Lubbock, Texas Tax Note, Series 2021," is hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, particularly the Act, in the aggregate principal amount of $_____ for the purpose of providing funds to pay (i) contractual obligations incurred or to be incurred for the purchase of the Property, consisting of: materials, supplies, equipment and machinery for the City's Animal Services, Citibus, Civic Center, Code Enforcement, Facilities, Fire Rescue, Library, Parks and Recreation, Police, Public Works, Risk Administration, Solid Waste Management, Storm Water Compliance, Traffic Operations, Vector Control, and Water and Wastewater departments; and (ii) the costs of issuance related thereto.

Section 3.02. Date, Denomination, Maturities, Numbers and Interest.

(a) The Note shall be dated as of the Issuance Date, and shall be issued in fully registered form, without coupons, in the denomination of $100,000 and any integral multiple of $1,000 in excess thereof and shall be numbered separately from R-1 upward, except the Initial Note, which shall be numbered I-1.

(b) The Note shall mature on February 15, 2028 and be repaid in serial installments on February 15 in the years 2022 through and including 2028 in the principal amounts set forth in the following schedule:

Maturity	Principal Amount	Interest Rate
2022		
2023		
2024		
2025		
2026		
2027		
2028		

(c) Interest shall accrue and be paid on the Note until the principal amount thereof has been paid or provision for such payment has been made, from the later of the Issuance Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rate per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable semiannually on each Interest Payment Date, computed on the basis of a 360-day year composed of twelve 30-day months. In no event, however, may the rate of interest on the Note exceed the Maximum Lawful Rate.

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of and interest on the Note shall be paid in lawful money of the United States of America as provided in this Section.

(b) Interest on the Note shall be payable to the Owners whose names appear in the Register at the close of business on the Record Date; provided, however, that 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") 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 at least 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of the Owner of the Note appearing on the 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.

Interest on the Note shall be paid by wire or check (dated as of the Interest Payment Date) or by such other method as agreed to by the City, the Purchaser and the Paying Agent, and sent by the Paying Agent/Registrar to the person entitled to such payment, United States mail, first class postage prepaid, to the address of such person as it appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expenses of such other customary banking arrangements.

(c) The principal of the Note shall be paid to the person in whose name the Note is registered on the due date thereof (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of the Note at the Designated Payment/Transfer Office; provided, however, that for so long as the Note is held by a single Owner, mandatory sinking fund redemption or optional redemption payments made prior to final maturity will be noted by the Paying Agent/Registrar in their official records but will not require the presentation and surrender of the Note.

(d) If a date for the payment of the principal of or interest on the Note is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

(e) Subject to any applicable escheat, unclaimed property, or similar law, including Title 6 of the Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be paid to the City and thereafter neither the City, the Paying Agent/Registrar, nor any other person shall be liable or responsible to any Owners of the Note for any further payment of such unclaimed moneys or on account of any such Note.

Section 3.04. Execution and Initial Registration.

(a) The Note shall be executed on behalf of the City by the Mayor or City Manager and 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 Note shall have the same effect as if the Note had been signed manually and in person by each of said officers, and such facsimile seal on the Note shall have the same effect as if the official seal of the City had been manually impressed upon the Note.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Note ceases to be such officer before the authentication of the Note 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 Note 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 in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Note delivered on the Issuance Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by her duly authorized agent, which certificate shall be evidence that the Initial Note has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Issuance Date, one Note (the "Initial Note"), executed by manual or facsimile signature of the Mayor or City Manager and City Clerk of the City, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the Purchaser or its designee against payment therefor.

Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Note is registered as the absolute Owner of such Note for the purpose of making and receiving payment of the principal thereof and premium, if any, thereon, for the further purpose of making and receiving payment of the interest thereon (subject to the provisions herein that interest is to be paid to the person in whose name the Note is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Note 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 person deemed to be the Owner of any Note in accordance with this Section shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Note to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Note remains 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 the Note in accordance with this Ordinance.

Subject to the restrictions contained in the Private Placement Letter, the ownership of a Note may be transferred only upon the presentation and surrender of the Note 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 Note shall be effective until entered in the Register. A new Note will be delivered by the Paying Agent/Registrar, in lieu of the Note being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first class, posted prepaid, to the Owner or his designee.

(b) The Note shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Note of the same maturity and interest rate and in any denomination or denominations of any integral multiple of $100,000 and any integral multiple of $1,000 in excess thereof, and in an aggregate principal amount equal to the unpaid principal amount of the Note presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver a Note transferred or exchanged for another Note in accordance with this Section.

(c) Each exchanged Note 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 Note in lieu of which such exchange Note is delivered.

(d) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of the Note. 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 Note.

(e) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Note called for redemption, in whole or in part, where such redemption is scheduled to occur within 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 Note.

Section 3.07. Cancellation and Authentication. A Note paid or redeemed before scheduled maturity in accordance with this Ordinance, and a Note in lieu of which an exchange Note or a replacement Note is authenticated and delivered in accordance with this Ordinance, shall be cancelled upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall dispose of the cancelled Note in accordance with the Securities Exchange Act of 1934.

Section 3.08. Replacement Note.

(a) Upon the presentation and surrender to the Paying Agent/Registrar, at the Designated Payment/Transfer Office, of a mutilated Note, the Paying Agent/Registrar shall

authenticate and deliver in exchange therefor a replacement Note 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 Note 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 Note 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 Note has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Note 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 Note;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the City to save them 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 Note, a bona fide purchaser of the original Note in lieu of which such replacement Note was issued presents for payment such original Note, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Note 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 Note has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Note, may pay such Note.

(e) Each replacement Note delivered 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 Note in lieu of which such replacement Note is delivered.

ARTICLE IV
REDEMPTION OF NOTE BEFORE MATURITY

Section 4.01. Limitation on Redemption.

The Note shall be subject to redemption before scheduled maturity only as provided in this ARTICLE IV.

Section 4.02. Optional Redemption.

[The Note is subject to optional redemption prior to maturity on February 15, 20__ or on any date thereafter at the option of the City.]

[The Note is not subject to optional redemption prior to maturity.]

Section 4.03. Partial Redemption.

(a) If less than all of the Note is to be redeemed pursuant to Section 4.02 hereof, 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 random selection, the Note, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(b) A portion of a single Note of a denomination greater than $100,000 may be redeemed, but only in a principal amount equal to $100,000 or any integral multiple of $1,000 in excess thereof. If such a Note is to be partially redeemed, the Paying Agent/Registrar shall treat each integral multiple of $100,000 or any integral multiple of $1,000 in excess thereof of the Note as though it were a single Note for purposes of selection for redemption.

(c) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Note as to which only a portion thereof is to be redeemed.

Section 4.02. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of the Note by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owners of each Note (or portions 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 City reserves the right to give notice of its election or direction to redeem the Note 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 Note subject to conditional redemption where redemption has been rescinded shall remain outstanding.

(c) 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 4.03. 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 Note 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, redemption premium, if any, and accrued interest on the Note being redeemed.

(b) Upon presentation and surrender of any Note called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption , the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Note to the date of redemption from the money set aside for such purpose; provided, however, that for so long as the Note are held by a single Owner, optional redemption payments made prior to final maturity will be noted by the Paying Agent/Registrar in their official records but will not require the presentation and surrender of the Note.

Section 4.04. Effect of Redemption.

(a) When the Note has been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Note or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Note or portion thereof called for redemption shall terminate on the date fixed for redemption. If the City shall fail to make provision for payment of all sums due on a redemption date, then any Note or portion thereof called for redemption shall continue to bear interest at the rate stated on the Note until due provision is made for the payment of same.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Note or portion thereof called for redemption shall continue to bear interest at the rate stated on the Note until due provision is made for the payment of same by the City.

Section 4.05. Lapse of Payment. Money set aside for the redemption of the Note and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.03(f) hereof.

ARTICLE V
PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

_____ is hereby appointed as the initial Paying Agent/Registrar for the Note. The form of Paying Agent/Registrar Agreement is hereby approved.

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 any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Note.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while the Note is outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance. The Mayor or the City Manager is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar. The signature of the Mayor or the City Manager shall be attested by the City Clerk.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement, provided, that such resignation shall not be effective until a successor Paying Agent/Registrar has been appointed and has accepted the duties of Paying Agent/Registrar for the Note.

Section 5.04. Termination. The City, upon not less than 45 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, provided, that such termination shall not be effective until a successor Paying Agent/Registrar has been appointed and has accepted the duties of Paying Agent/Registrar for the Note.

Section 5.05. Notice of Change. 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 first class United States mail, postage prepaid, at the address 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 hereby and 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 Note to the successor Paying Agent/Registrar.

ARTICLE VI
FORM OF THE NOTE

Section 6.01. Form Generally.

(a) The Note, 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 the Note, (i) shall be substantially in the form set forth in Exhibit A, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification 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 the Note, as evidenced by their execution thereof.

(b) Any portion of the text of any Note may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Note.

(c) The Note, including the Initial Note submitted to the Attorney General of Texas, shall be typed, printed, lithographed, photocopied 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 the Note, as evidenced by their execution thereof.

Section 6.02. Legal Opinion. The approving legal opinion of Bond Counsel may be printed on or attached to each Note over the certification of the City Clerk of the City, which may be executed in facsimile.

ARTICLE VII
SALE OF THE NOTE; CONTROL AND DELIVERY OF THE NOTE

Section 7.01. Sale of Note; Private Placement Letter.

(a) The Note is hereby sold and shall be delivered to the Purchaser at a price of $_____, representing the par amount of the Note in accordance with the terms of the Private Placement Letter, presented to and hereby approved by the City Council, which price and terms are hereby found and determined to be the most advantageous reasonably obtainable by the City. The Mayor or City Manager and other appropriate officials of the City are hereby authorized to execute the Private Placement Letter on behalf of the City and 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 Note and the approving opinion of the Attorney General of Texas.

(b) All officers and officials of the City are authorized to take such actions and to execute such documents, certificates and receipts, and to make such elections with respect to the tax-exempt status of the Note, as they may deem necessary and appropriate in order to consummate the delivery of the Note.

(c) The obligation of the Purchaser to accept delivery of the Note is subject to the Purchaser being furnished with the final, approving opinion of Bond Counsel, which opinion shall be dated as of and delivered on the Issuance Date.

Section 7.02. Control and Delivery of Note.

(a) The Mayor or his designee is hereby authorized to have control of the Initial Note 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 Note shall be made to the Purchaser under and subject to the general supervision and direction of the Mayor or City Manager, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor is absent or otherwise unable to execute any document or take any action authorized herein, the City Manager shall be authorized to execute such documents and take such actions, and the performance of such duties by the City Manager shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor.

ARTICLE VIII
CREATION OF FUNDS AND ACCOUNTS; DEPOSIT OF PROCEEDS; INVESTMENTS

Section 8.01. Debt Service Fund.

(a) The City hereby establishes a special fund or account to be designated the "City of Lubbock, Texas, Tax Note, Series 2021 Debt Service Fund" (the "Debt Service Fund") with said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City. The taxes levied under Section 2.01 shall be deposited to the credit of the Debt Service Fund at such times and in such amounts as necessary for the timely payment of the principal of and interest on the Note.

(b) If the amount of money in the Debt Service Fund is at least equal to the aggregate principal amount of the outstanding Note plus the aggregate amount of interest due and that will become due and payable on the Note, no further deposits to that fund need be made.

(c) Money on deposit in the Debt Service Fund shall be used to pay the principal of and interest on the Note as such become due and payable.

Section 8.02. Deposit of Proceeds.

Proceeds from the sale of the Note are appropriated for the purposes and shall, promptly upon receipt by the City, be applied as follows:

(a) Note proceeds in the amount of $_____ shall be used for the purposes described in Section 3.01(i) hereof.

(b) Note proceeds in the amount of $_____ shall be used to pay the costs of issuance.

(c) Any amounts remaining after paying costs of issuance may be used for the purposes described in subsection (a). Any amounts remaining after accomplishing such purposes and paying costs of issuance shall be deposited to the Debt Service Fund and applied to the payment of debt service on the Note.

ARTICLE IX
PARTICULAR, REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of Note. While the Note is outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Debt Service Fund, money sufficient to pay the interest on and the principal of the Note, as applicable, as will accrue or mature on each applicable Interest Payment Date and principal payment date.

Section 9.02. Other Representations and Covenants.

(a) The City is a duly organized and existing political subdivision of the State of Texas under the Constitution and laws of the State of Texas.

(b) The City is duly authorized under the laws of the State of Texas to issue the Note; all action on its part for the creation and issuance of the Note has been duly and effectively taken; and the Note in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

(c) The City will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in the Note; the City will promptly pay or cause to be paid the principal of and interest on the Note on the dates and at the places and manner prescribed in the Note; 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.

(d) The placement of the Note is exempt from the United States Securities and Exchange Commission's Rule 15c2-12. No continuing disclosure undertaking will be entered into by the City, however, the City will provide the Purchaser the City's most recently audited financial information upon written request.

Section 9.03. Ordinance a Contract - Amendments.

This Ordinance shall constitute a contract with the Owners from time to time, be binding on the City, and shall not be amended or repealed by the City so long as the Note remains outstanding except as permitted in this Section. The City may, without the 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 consent of the Owners holding a majority in aggregate principal amount of the Note then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the written consent of all Owners, no such amendment, addition, or rescission shall (a) extend the time or times of payment of the principal of and interest on the Note, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal and interest thereon; (b) give any preference to any Note over any other Note; or (c)

reduce the aggregate principal amount of the Note required to be held by Owners for consent to any such amendment, addition, or rescission.

Section 9.04. Federal Income Tax Exclusion.

For any Note for which the City intends that the interest on the Note 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 Internal Revenue Code of 1986, as amended (the "Code"), and all applicable temporary, proposed and final regulations (the "Regulations") and procedures promulgated thereunder and applicable to the Note, the City covenants that it will monitor and control the receipt, investment, expenditure and use of all gross proceeds of the Note (including all property the acquisition, construction or improvement of which is to be financed directly or indirectly with the proceeds of the Note) and take or omit to take such other and further actions as may be required by Sections 103 and 141 through 150 of the Code and the Regulations to cause interest on the Note to be and remain excludable from the gross income, as defined in Section 61 of the Code, of the owners of the Note for federal income tax purposes. Without limiting the generality of the foregoing, the City shall comply with each of the following covenants:

(a) The City will use all of the proceeds of the Note to (i) provide funds for the purposes described in Section 3.01 hereof, which will be owned and operated by the City and (ii) to pay the costs of issuing the Note. The City will not use any portion of the proceeds of the Note to pay the principal of or interest or redemption premium on, any other obligation of the City or a related person.

(b) The City will not directly or indirectly take any action, or omit to take any action, which action or omission would cause the Note to constitute "private activity bond" within the meaning of Section 141(a) of the Code.

(c) Principal of and interest on the Note will be paid solely from ad valorem taxes collected by the City and investment earnings on such collections.

(d) Based upon all facts and estimates now known or reasonably expected to be in existence on the date the Note are delivered, the City reasonably expects that the proceeds of the Note will not be used in a manner that would cause the Note or any portion thereof to be an "arbitrage bond" within the meaning of Section 148 of the Code.

(e) At all times while the Note are outstanding, the City will identify and properly account for all amounts constituting gross proceeds of the Note in accordance with the Regulations. The City will monitor the yield on the investments of the proceeds of the Note and, to the extent required by the Code and the Regulations, will restrict the yield on such investments to a yield which is not materially higher than the yield on the Note. To the extent necessary to prevent the Note from constituting "arbitrage bonds," the City will make such payments as are necessary to cause the yield on all yield restricted nonpurpose investments allocable to the Note to be less than the yield that is materially higher than the yield on the Note.

(f) The City will not take any action or knowingly omit to take any action that, if taken or omitted, would cause the Note to be treated as "federally guaranteed" obligations for purposes of Section 149(b) of the Code.

(g) The City represents that not more than fifty percent (50%) of the proceeds of the Note will be invested in nonpurpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A)(ii) of the Code, and the City reasonably expects that at least eighty-five percent (85%) of the spendable proceeds of the Note will be used to carry out the governmental purpose of the Note within the three-year period beginning on the date of issue of the Note.

(h) The City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Note, if any, be rebated to the federal government. Specifically, the City will (i) maintain records regarding the receipt, investment, and expenditure of the gross proceeds of the Note as may be required to calculate such excess arbitrage profits separately from records of amounts on deposit in the funds and accounts of the City allocable to other obligations of the City or moneys which do not represent gross proceeds of any obligations of the City and retain such records for at least six years after the day on which the last outstanding Note is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, not employed as an artifice or device to avoid in whole or in part, the requirements of Section 148 of the Code, including any specified method of accounting required by applicable Regulations to be used for all or a portion of any gross proceeds, (iii) calculate, at such times as are required by applicable Regulations, the amount of excess arbitrage profits, if any, earned from the investment of the gross proceeds of the Note and (iv) timely pay, as required by applicable Regulations, all amounts required to be rebated to the federal government. In addition, the City will exercise reasonable diligence to assure that no errors are made in the calculations required by the preceding sentence and, if such an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, interest thereon and any penalty.

(i) The City will not directly or indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Note that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if such arrangement had been at arm's length and had the yield on the Note not been relevant to either party.

(j) The City will timely file or cause to be filed with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Note on such form and in such place as the Secretary may prescribe.

(k) The City will not issue or use the Note as part of an "abusive arbitrage device" (as defined in Section 1.148-10(a) of the Regulations). Without limiting the foregoing, the Note are not and will not be a part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the Regulations, by (i) enabling the City to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, or (ii) increasing the burden on the market for tax-exempt obligations.

(l) Proper officers of the City charged with the responsibility for issuing the Note are hereby directed to make, execute and deliver certifications as to facts, estimates or circumstances in existence as of the date of issuance of the Note and stating whether there are facts, estimates or circumstances that would materially change the City's expectations. On or after the date of issuance of the Note, the City will take such actions as are necessary and appropriate to assure the continuous accuracy of the representations contained in such certificates.

(m) The covenants and representations made or required by this Section are for the benefit of the Note holders and any subsequent Note holder and may be relied upon by the Note holders and any subsequent Note holder and Bond Counsel to the City.

(n) In complying with the foregoing covenants, the City may rely upon an unqualified opinion issued to the City by nationally recognized bond counsel that any action by the City or reliance upon any interpretation of the Code or Regulations contained in such opinion will not cause interest on the Note to be includable in gross income for federal income tax purposes under existing law.

(o) Notwithstanding any other provision of this Ordinance, the City's representations and obligations under the covenants and provisions of this Section shall survive the defeasance and discharge of the Note for as long as such matters are relevant to the exclusion of interest on the Note from the gross income of the owners for federal income tax purposes.

ARTICLE X
DEFAULT AND REMEDIES

Section 10.01. Events of Default.

In addition to the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City:

(a) fails to make payment of the interest and principal when the same becomes due and payable; or

(b) defaults in the observance or performance of any of the other covenants, conditions or obligations set forth in this Ordinance, 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 the Ordinance, and the continuation thereof for a period of thirty days after notice of such default is given by any Owner to the City; or

(c) An order of relief shall be issued by the bankruptcy court of the United States District Court having jurisdiction, granting the City any relief under any applicable law, or any other court having valid jurisdiction shall issue an order or decree under applicable federal or state law providing for the appointment of a receiver, liquidator, assignee, trustee, sequestrator, or other similar official for the City as applicable, of any substantial part of its property, affairs or assets, and the continuance of any such decree or order unstayed and in effect for a period of 90 consecutive days.

Section 10.02. Remedies.

(a) Upon the occurrence of an Event of Default, 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. It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of the Note then outstanding. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power shall be exercised from time to time and as often as may be deemed expedient.

(b) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Note or now or hereafter existing at law or in equity; provided, however, the right to accelerate the debt evidence by the Note shall not be available as a remedy under this Ordinance.

ARTICLE XI
DISCHARGE

Section 11.01. Discharge. The City reserves the right to defease, discharge or refund the Note in any manner now or hereinafter permitted by applicable law.

ARTICLE XII
MISCELLANEOUS

Section 12.01. Changes to Ordinance.

Bond Counsel is hereby authorized to make changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Note by the Attorney General of Texas.

Section 12.02. Partial Invalidity.

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 12.03. Repealer.

All ordinances or resolutions, or parts thereof, heretofore adopted by the City and inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 12.04. Individuals Not Liable.

No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member of City Council or agent or employee of City Council or of the City in his or her individual capacity and neither the members of City Council nor any officer thereof, nor any agent or employee of City Council or of the City, shall be liable personally on the Note, or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 12.05. Related Matters.

To satisfy in a timely manner all of the City's obligations under this Ordinance, the Mayor, City Manager or the City Clerk and all other appropriate officers and agents of the City are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms and purposes of this Ordinance.

Section 12.06. Force and Effect.

This Ordinance shall be in full force and effect from and after its final passage, and it is so ordained.

[*Signature page follows*]

PRESENTED, FINALLY PASSED AND, APPROVED AND EFFECTIVE on this _____ day of _____, 2021.

_____
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

FORM OF THE NOTE

The form of the Note, 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 Note, shall be substantially as follows:

(a) Form of Note.

THIS NOTE MAY NOT BE TRANSFERRED IN WHOLE OR IN PART EXCEPT AS PROVIDED IN SECTION 3.06 OF THE ORDINANCE AND AS PROVIDED HEREIN

REGISTERED
NO. _____[1]

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF TEXAS

CITY OF LUBBOCK, TEXAS
TAX NOTE, SERIES 2021

INTEREST RATE:	MATURITY DATE:	ISSUANCE DATE:
_____%	February 15, 20__	_____, 2021

The City of Lubbock (the "City"), in Lubbock County, State of Texas, for value received, hereby promises to pay to

_____,

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS & NO/100

unless the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on such principal amount hereof from the later of the Issuance Date specified above or the most recent interest payment date to which interest has been paid or provided for until such principal amount shall have 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 August 15 of each year, commencing on February 15, 2022. This Note shall finally mature on the maturity date specified above, but shall be payable in annual installments on the dates and in the amounts set forth in the following schedule:

[1] The initial note shall be numbered I-1.

Principal Installment Date	Principal Amount

The principal of this Note (or so much thereof as shall not have been paid or deemed to have been paid upon prior redemption) shall be payable without exchange or collection charges in lawful money of the United States of America on the Maturity Date specified above (unless redeemed prior thereto as provided in this Note) upon presentation and surrender of this Note at the corporate trust office in _____, Texas (the "Designated Payment/Transfer Office"), of _____ as 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 Note is payable by check dated as of the interest payment date, 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 arrangements acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the person to whom interest is to be paid. For the purpose of the payment of interest on this Note, the registered owner shall be the person in whose name this Note is registered at the close of business on the "Record Date," which shall be the close of business on the fifteenth day of the month next preceding such interest payment date; provided, however, that 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") 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 United States mail, first class, postage prepaid, to the address of each Owner of a Note appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on this Note is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are 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 Note is dated _____, 2021 and is issued in the aggregate principal amount of $_____, pursuant to a certain ordinance approved by the City Council of the City (the "Ordinance") for the purpose of providing funds to pay contractual obligations incurred or to be

incurred (i) for the purchase of the Property, consisting of: materials, supplies, equipment and machinery for the City's Animal Services, Citibus, Civic Center, Code Enforcement, Facilities, Fire Rescue, Library, Parks and Recreation, Police, Public Works, Risk Administration, Solid Waste Management, Storm Water Compliance, Traffic Operations, Vector Control, and Water and Wastewater departments; and (ii) to pay the costs of issuance related thereto.

This Note and the interest thereon are payable from the levy of a direct and continuing ad valorem tax levied, within the limit prescribed by law, against all taxable property in the City as described and provided in the Ordinance.

[The Note is subject to optional redemption prior to maturity on February 15, 20__ or on any date thereafter at the option of the City.]

[The Note is not subject to optional redemption prior to maturity.]

As provided in the Ordinance, and subject to certain limitations therein set forth, this Note is transferable upon surrender of this Note for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar, and, thereupon, one or more new fully registered Note 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.

Notwithstanding any of the foregoing, this Note may only be transferred in whole and not in part and only to (x) an affiliate of the Purchaser, (y) a trust or custodial arrangement established by the Purchaser or one of its affiliates, the owners of the beneficial interests in which are limited to qualified institutional buyers, as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the "1933 Act"), or (z) an entity that is both a qualified institutional buyer and a commercial bank having capital and surplus, determined as of the date of any transfer of the Note, of $10,000,000 or more that has executed and delivered to the City a Private Placement Letter in a form acceptable to the City. Notwithstanding the foregoing, if the outstanding principal amount of the Note is less than $250,000, a Note may not be transferred without the prior written consent of the City.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Note 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 Note is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Note 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 Note is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Note has been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Note, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, this Note has been duly executed on behalf of the City, under its official seal, in accordance with law.

_____	_____
City Secretary City of Lubbock, Texas	Mayor City of Lubbock, Texas

[SEAL]

(b) Form of Certificate of Paying Agent/Registrar.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The Initial Note of this series 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 Note referred to in the within mentioned Ordinance.

_____,
as Paying Agent/Registrar

Dated: _____ By:_____

Authorized Signatory

(c) 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 Note and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note on the books kept for registration hereof, with full power of substitution in the premises.

Date: _____ _____

Signature Guaranteed By:

_____

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every

particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

_____

Authorized Signatory

Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Note:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Note, and that this Note has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

_____
Comptroller of Public Accounts
of the State of Texas

[SEAL]

Regular City Council Meeting **7. 11.**

Meeting Date: 07/27/2021

Information

Agenda Item

Resolution - Finance: Consider the adoption of a resolution authorizing publication of notice of intention to issue City of Lubbock, Texas Water and Wastewater System Revenue Bonds.

Item Summary

The City's bonds, to be designated "City of Lubbock, Texas, Water and Wastewater System Revenue Bonds, Series 2021A," are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including specifically Chapter 1502 and Article VIII of the Charter of the City.

The Series 2021A Bonds shall be issued as Texas Water Development Board (TWDB) Bonds in the aggregate principal amount of $10,455,000, for the purposes of:

(i) paying the costs of acquiring, purchasing, constructing, improving, renovating, enlarging and equipping property, buildings, structures, facilities and related infrastructure for the Water and Wastewater System;
(ii) funding capitalized interest for the Bonds;
(iii) funding the reserve fund requirement for the Bonds, and;
(iv) paying the costs of issuing the Bonds.

Fiscal Impact

The Series 2021A Bonds shall be issued as TWDB Bonds in the aggregate principal amount of $10,455,000 and will be paid through revenues of the Water system.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Resolution Authorizing Publication of WW Notice of Intent

Resolution No. 2021– R____
July 27, 2021
Item No. ___

A RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CITY OF LUBBOCK, TEXAS WATER AND WASTEWATER SYSTEM REVENUE BONDS

WHEREAS, the City of Lubbock, Texas (the "City"), pursuant to Chapter 1502, Texas Government Code, as amended, is authorized to issue its water and wastewater system revenue bonds (the "Bonds") for the purposes set forth in Exhibit A hereto; and

WHEREAS, the City Council of the City has found and determined that a notice of intention to issue the Bonds should be published in accordance with the requirements of applicable law and the City's 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 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 Bonds. Such Notice shall be published in a newspaper of general circulation in the area of the City.

Section 3. The Mayor, the City Manager, the Chief Financial Officer, the City Secretary and other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this resolution.

Section 4. This resolution shall take effect from and after the date of its passage.

[*Signature Page Follows.*]

ADOPTED THIS 25th day of July 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

Exhibit A

NOTICE OF INTENTION TO ISSUE CITY OF LUBBOCK, TEXAS
WATER AND WASTEWATER SYSTEM REVENUE BONDS

NOTICE IS HEREBY GIVEN that on September 14, 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 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 not to exceed $10,455,000 total principal amount of water and wastewater system revenue bonds, in one or more series (collectively, the "Bonds"), for the following purposes, to wit: (i) paying the costs of acquiring, purchasing, constructing, improving, renovating, enlarging and equipping property, buildings, structures, facilities and related infrastructure for the Water and Wastewater System, (ii) funding capitalized interest for the Bonds, (iii) funding the reserve fund requirement for the Bonds, and (iv) paying the costs of issuing the Bonds.

THIS NOTICE is given in accordance with law and as directed by the City Council of the City of Lubbock, Texas on July 27, 2021.

Regular City Council Meeting **7. 12.**

Meeting Date: 07/27/2021

Information

Agenda Item

Resolution - City Manager: Consider a resolution authorizing the intervention of the City of Lubbock through the Atmos Texas Municipalities, comprised of Amarillo, Channing, Dalhart, and Lubbock, in proceedings to be held by the Railroad Commission of Texas related to implementation of House Bill 1520 and retain the law firm of Herrera Law & Associates, PLLC to represent the City's interest in such matters.

Item Summary

The Texas Legislature passed HB 1520 in the regular 87th Legislature. HB 1520 allows gas utilities impacted by Winter Storm Uri to 'securitize' the exceptional gas costs incurred during the event. Securitizing these costs is beneficial to ratepayers by spreading the total cost owed over an extended period time. Estimates of amounts owed across the various gas utilities in Texas vary, but could be in the neighborhood of $5 billion dollars (statewide).

HB 1520 provides a mechanism for the gas utilities to present costs to the Texas Railroad Commission (RRC). The RRC will work through a process similar to a ratemaking procedure with the final output being the amount owed by customers that will be securitized through long-term bonds. Doing so will spread the cost to individual consumers over a potential period of twenty or more years, rather than a few short years in the absence of the authority granted by HB 1520.

City management recommends that Lubbock partner with Amarillo, Dalhart and Channing, which are the other three cities in our Atmos rate division, to intervene in this proceeding in order to have access and input regarding the ultimate amount assigned to our ratepayers and the mechanism under which it is calculated. The firm of Herrera Law and Associates has offered a not-to-exceed fee of $12,000 to provide these services. The proceeding will be filed on July 30, 2021, with RRC action to follow.

It is important to note that staff fully supports HB 1520 and its potential benefits to our ratepayers. Intervening in the case provides the ability to participate in the process, should any of the details require local input.

Adoption of this resolution will establish Lubbock as an intervenor, as described above, and approve the agreement with Herrera Law and Associates.

Fiscal Impact

Not-to-exceed $12,000 without prior approval

Staff/Board Recommending

W. Jarrett Atkinson, City Manager

Attachments

Resolution - House Bill 1520

RESOLUTION NO. _____

RESOLUTION BY THE CITY OF LUBBOCK, TEXAS ("CITY") AUTHORIZING THE CITY TO PARTICIPATE AS PART OF A COALITION OF CITIES IN PROCEEDINGS TO BE HELD BY THE RAILROAD COMMISSION OF TEXAS RELATED TO IMPLEMENTATION OF HOUSE BILL 1520; AUTHORIZING THE HIRING OF ATTORNEYS AND CONSULTANTS; DIRECTING THE ACTIVITIES OF LAWYERS AND CONSULTANTS REGARDING THE RAILROAD COMMISSION'S HB 1520 PROCEEDINGS; REQUIRING REIMBURSEMENT OF REASONABLE LEGAL AND CONSULTANT EXPENSES TO THE EXTENT ALLOWED BY LAW; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; AND MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT

WHEREAS, on June 16, 2021, Governor Greg Abbott signed House Bill 1520, which directs the Railroad Commission of Texas and the Texas Public Finance Authority to work together to issue bonds, the proceeds of which gas utilities would use to pay providers of natural gas, for gas provided to gas utilities during the winter storm of February, 2021; and

WHEREAS, HB 1520 provides financial relief to gas utilities that choose to apply for the bonds by potentially providing a low-cost source of financing to fulfill outstanding obligations to natural gas suppliers; and

WHEREAS, any bonds issued under the authority of HB 1520 are to be secured by a mandatory charge on each gas-utility customer's bill and revenue from such mandatory charge is to be dedicated to paying off the bonds; and

WHEREAS, the bonds would allow customers to pay over an extended period, rather than potentially through a single billing statement, for the extraordinary cost of gas consumed during the winter storm of February, 2021; and

WHEREAS, the amount of debt to be issued to pay the gas utilities and in turn the natural-gas suppliers is estimated to be in the range of $4 billion to $5 billion; and

WHEREAS, on or after June 16, 2021, the Railroad Commission issued a "Notice to Operators" to all gas utilities in the State directing all gas utilities that elect to participate in the debt financing of their extraordinary costs for natural gas purchased during the winter storm of February, 2021, to submit their applications to the Railroad Commission by July 30, 2021; and

WHEREAS, the information the gas utilities are expected to submit with their respective applications will include a voluminous amount of data related to each gas utility's costs of gas, its practices regarding the purchase of natural gas, including any financial-hedging instruments and gas-storage practices the utility employs, the costs of transportation of the natural gas; and

WHEREAS, after the Railroad Commission issues its order establishing the amount of costs to be financed, it will direct the Texas Public Finance Authority to issue bonds secured by mandatory charges imposed on each customer's gas-utility bill; and

WHEREAS, all costs related to the issuance of any bonds, including the cost of natural gas and the underwriting costs for issuance of the bonds are to be recovered through rates charged end-use customers, including the City; and

WHEREAS, pursuant to Utilities Code § 103.023(a) the City has standing in each case before the Railroad Commission that relates to a gas utility's rates and services in the municipality; and

WHEREAS, the City has the authority under Utilities Code § 103.023(a) to participate in ratemaking proceedings and engage consultants and attorneys to advise and represent the City and assist in litigation before a regulatory authority, or a court; and

WHEREAS, to the extent the Railroad Commission's proceeding(s) to implement HB 1520 comprise a ratemaking proceeding, the gas utility shall reimburse the City for the reasonable cost of the services of a person engaged under Utilities Code § 103.022 to the extent the applicable regulatory authority determines is reasonable; and

WHEREAS, the Railroad Commission has indicated that it may address in a single, consolidated proceeding all applications submitted by the gas utilities that elect to participate in the debt financing of their extraordinary costs for natural gas purchased during the winter storm of February, 2021, including Atmos Energy, CenterPoint Entex, and Texas Gas Service; and

WHEREAS, to maximize the efficient use of resources and expertise in reviewing, analyzing, and investigating a gas utility's application to change its rates and/or impose charges on ratepayers, the City has in the past joined with other local regulatory authorities to form the

Atmos Texas Municipalities ("ATM"), comprised of the Cities of Amarillo, Lubbock, Dalhart, and Channing ("ALDC") and hereby continues its participation in ATM-ALDC;

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

Section 1. The findings set out in the preamble are in all things approved and incorporated herein as if fully set forth.

Section 2. The City continues its participation with other cities in a coalition of cities known as the Atmos Texas Municipalities ("ATM"), comprised of the Cities of Amarillo, Lubbock, Dalhart, and Channing ("ALDC") with the understanding that the Steering Committee of ATM-ALDC is to provide direction and guidance to Special Counsel representing said cities.

Section 3. The City authorizes participation and intervention in proceedings at the Railroad Commission of Texas and the Texas Public Finance Authority related to proceedings to implement House Bill 1520, as well as appeals taken, if any, from those state agencies' actions and decisions.

Section 4. The City directs Herrera Law & Associates, PLLC as Special Counsel to represent the City with regard to proceedings to implement House Bill 1520 and related proceedings before local and state regulatory authorities and any court of law and authorizes Special Counsel to engage such experts as may be reasonably necessary for review and evaluation of applications submitted by a gas utility, including Atmos Energy, CenterPoint Entex, and Texas Gas Service, related to House Bill 1520.

Section 5. To the extent the Railroad Commission's proceedings to implement House Bill 1520 comprise a ratemaking proceeding, Atmos Energy shall reimburse the City on a monthly basis, for the reasonable costs of attorneys and consultants and expenses related thereto, upon the presentation of invoices reviewed by the ATM-ALDC's Steering Committee.

Section 6. A copy of this resolution shall be sent to Mr. Alfred R. Herrera, Herrera Law Associates, PLLC, 4524 Burnet Road., Austin, Texas 78756.

Section 7. The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 8. This resolution shall become effective from and after its passage.

PASSED AND APPROVED this _____ day of _____, 2021.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
W. Jarrett Atkinson, City Manager

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney