

**City of Lubbock, Texas**  
**Regular City Council Meeting**  
**Tuesday, August 10, 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  
Latrell Joy, Councilwoman, District 6



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

<http://www.mylubbock.us>

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

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

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

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

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

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

**1:30 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. Presentation and discussion of the Proposed FY 2021-22 Operating Budget and Capital Program, and discuss all funds of the City, including but not limited to General Fund, Debt Service Fund, Internal Services, Enterprise Funds, Special Revenue Funds, Component Units, Related Entities, Debt and Debt Obligations, Capital Improvement Program, and related and associated items; and take action to direct the City Manager to make changes to said Budget.
  1. 2. Presentation and Discussion of the Employee Wellness Program

**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. Update on U.S. Census Data Release and Impact and Legal Implications on City Redistricting Timeline
2. 1. 2. Discuss Chapter 21 of the Texas Property Code
2. 1. 3. Texas Department of Transportation (TxDOT) Turnover Program
2. 2. Hold an executive session in accordance with the Texas Government Code, Section 551.072, to deliberate the purchase, exchange, lease, or value of real property.
2. 2. 1. 4.2542 acres in Block AC, Section 30, being more commonly known as 6601 Upland Avenue
2. 2. 2. Loop 88 Land Acquisition
2. 2. 3. Texas Department of Transportation (TxDOT) Turnover Program

### **Adjourn from Executive Session**

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

### **3. Ceremonial Items**

3. 1. Invocation
3. 2. Pledges of Allegiance
3. 3. Proclamations and Presentations
3. 3. 1. Employee Recognition - Kiara Morgan

### **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 August 10, 2021. If a citizen is attending the meeting by video or teleconference, they may submit a citizen comment by email at [citizencomments@mylubbock.us](mailto:citizencomments@mylubbock.us), no later than 2:00 p.m. on August 10, 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 7.5-7.8) may do so via Zoom by using the "Raised Hand" feature. When utilizing Zoom through a telephone, press \*9 to "raise your hand" and you will be placed in the queue.**

5. **Minutes**

5. 1. June 15, 2021 Special City Council Meeting - Electric Utility Board  
July 12, 2021 Special City Council Meeting - Electric Utility Board  
July 13, 2021 Special City Council Meeting - LPD Headquarters Groundbreaking  
July 13, 2021 Regular City Council Meeting  
July 14, 2021 Special City Council Meeting - Coffee with the Mayor

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 2021-00086, 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. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2021-00087, 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. 2. 1. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 and Amendment No. 2 to Community Development Funding Contract 15413, and all related documents, with the Texas Department of Housing and Community Affairs (TDHCA), for the Comprehensive Energy Assistance Program (CEAP) and Coronavirus Aid, Relief and Economic Security (CARES Act) ("CEAP-CV"), to assist low-income households affected by COVID-19, in providing immediate utility assistance and repair or replacement of existing HVAC units.

6. 2. 2. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Community Development Funding Contract 15414, and all related documents, with Lutheran Social Services of the South, Inc. (LSSS), for the Comprehensive Energy Assistance Program (CEAP) and Coronavirus Aid, Relief and Economic Security (CARES Act) (“CEAP-CV”) administered by the Texas Department of Housing and Community Affairs (TDHCA), to assist low-income persons and households affected by COVID-19, in providing immediate utility assistance.
6. 2. 3. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Community Development Funding Contract 15753, and all related documents, with the Texas Department of Housing and Community Affairs (TDHCA), for the Comprehensive Energy Assistance Program (CEAP), to provide utility assistance to qualified low-income persons and families, as well as the repair or replacement of existing HVAC units.
6. 2. 4. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Community Development Funding Contract 15737, and all related documents, with Lutheran Social Services of the South, Inc. (LSSS), to provide utility assistance to qualified low-income persons and families, as well as the repair or replacement of existing HVAC units, through the Comprehensive Energy Assistance Program (CEAP) administered by the Texas Department of Housing and Community Affairs (TDHCA).
6. 3. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 39, amending the FY 2020-21 Budget for municipal purposes respecting the Lubbock Power & Light Operating Fund by increasing expenses in the Purchased Power Cost Center 7315; increasing fund level expenses for the Franchise Fee Equivalent (FFE) payment and Payment in Lieu of Property Tax (PILOT); and increasing revenues for the Power Cost Recovery Factor (PCRF) and FFE.
6. 4. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 40, amending the FY 2020-21 Budget for municipal purposes respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of State Health Services, Texas Health and Human Services Commission, and Texas A&M University and authorize twelve full-time equivalent (FTE) positions.
6. 5. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 41, amending the FY 2020-21 Budget for municipal purposes respecting the General Fund, General Capital Fund, Information Technology Fund, Internal Service Capital Fund, Fleet Fund, and Fleet Capital Fund to adjust transfers between Operating and Capital Funds related to prior Budget Amendments and appropriate additional funding for the Capital Improvement Project 92676 General Fund Vehicle Replacement FY 2020-21.
6. 6. **Ordinance Amendment 2nd Reading - Traffic Engineering:** Consider Ordinance No. 2021-00088, amending Section 20.05.102 of the Code of Ordinances of the City of Lubbock, with regard to the establishment of speed limits.
6. 7. **Resolution - Solid Waste Management:** Consider a resolution authorizing the Mayor to execute a Professional Services Agreement, with Parkhill, for Professional Engineering Services regarding the Solid Waste Transfer Station.

6. 8.       **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Contract 15853, and all related documents, between the City of Lubbock Community Development Department and Civitas Consulting, LLC, for Professional Services and consulting regarding U.S. Department of Housing and Urban Development grants.
6. 9.       **Resolution - Community Development:** Consider a resolution adopting the recommendation of the Lubbock Housing Authority of the City of Lubbock, to grant the waiver of Payment in Lieu of Taxes for FY 2019-20.
6. 10.      **Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor to execute Contract 15861, with Vehicle Maintenance Program, Inc., for automotive filters for Citibus.
6. 11.      **Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor to execute an amendment to the interlocal agreement with Texas Tech University for campus bus service provided by Citibus.
6. 12.      **Resolution - Police:** Consider a resolution authorizing the Chief of Police to execute a Short Term Joint Operation Memorandum of Understanding between the United States Marshals Service and the Lubbock Police Department as it relates to the reimbursement to the City of Lubbock for certain overtime expenses incurred during the investigation and/or arrest of persons with active arrest warrants.
6. 13.      **Resolution - Police:** Consider a resolution authorizing the Mayor to execute Subaward Agreement 21-0590, and related documents, between the City of Lubbock and Texas Tech University, to facilitate the implementation of a wellness program for the Lubbock Police Department.
6. 14.      **Resolution - City Secretary:** Consider a resolution confirming the City Manager's appointment of Vickie L. Bennett to the Civil Service Commission.
6. 15.      **Resolution - Lubbock Power & Light:** Consider a resolution ratifying the Agreement for Credit Rating Services, between the City of Lubbock, acting by and through Lubbock Power & Light, and Fitch Ratings, Inc., related to credit rating services for Revenue Bonds Series 2021.

7.       **Regular Agenda**

7. 1.       **Board Appointments - City Secretary:** Consider appointments to the Quincy Park Public Improvement District Advisory Board.
7. 2.       **Board Appointments - City Secretary:** Consider appointments to the Valencia Public Improvement District Advisory Board.
7. 3.       **Board Appointments - City Secretary:** Consider appointments to the Upland Crossing Public Improvement District Advisory Board.

7. 4. **Board Appointments - City Secretary:** Consider and take action on the appointments of the Chairperson and Vice-Chairperson for the Lubbock Water Advisory Commission.
7. 5. **Public Hearing - Planning:** Hold a public hearing and consider an ordinance for a request for annexation, from Starlight Development, LLC, to annex an area of approximately 553 acres adjacent to the southern city limits of the City of Lubbock, south of 146th Street and west of Frankford Avenue.
7. 6. **Public Hearing - Planning:** Hold a public hearing and consider an ordinance for a request for annexation from Loop 88, LLC, The Sherman Nelson Family, LP, Ilene Hobgood, Kim Nelson, and the Edward and Carol Daniel Family Trust, to annex an area of 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. 7. **Public Hearing - Planning:** Hold a public hearing and consider an ordinance for a request for annexation from Violet McInnes, Sandra Carlton, Wyatt Crawford, Melissa Crawford, Landshark Commercial Properties, LLC, Lubbock Cooper Independent School District, Red Canyon, LLC, and Grow Lubbock, LLC, to annex an area of 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. 8. **Public Hearing - Planning:** Discuss and take appropriate action on an ordinance to amend Chapter 40 "Zoning" of the Code of Ordinances of the City of Lubbock, Texas, by amending Section 40.01.003 Definitions, to add definitions for "Event Center", "Hardware Store", and "Home Improvement Center"; amending Section 40.03.1873 Permitted Uses, to remove "Game Room" and "Lumber Yard" in District "CB-2"; and amending Section 40.03.3103 Permitted Uses, to add "Event Center" as a Specific Use in Districts "C-2", "C-3", and "C-4".
7. 9. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0089, 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.
7. 10. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0090, 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.
7. 11. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0091, 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.

7. 12. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0092, 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.
7. 13. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0093, 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. 14. **Resolution - Planning:** Consider a resolution approving and granting a variance from the applicable 300-foot minimum distance provisions of the City of Lubbock Ordinance No. 2009-O0060, at 6012 82nd Street, Suite E, for an alcoholic beverage permit for Bucket of Love.
7. 15. **Resolution - Finance:** Consider a resolution adopting a proposed tax rate that will result in additional revenues as outlined in Section 26.05 (d) of the Tax Code of the State of Texas, and setting the date for the public hearing to discuss the proposed tax rate.
7. 16. **Ordinance 1st Reading - City Secretary:** Consider an ordinance amending Chapter 20 of the Code of Ordinances, regarding "Parades, Demonstrations, and Recreational Street Use", by updating the permit application requirements and the review process; providing a penalty; providing a savings clause; and providing for publication.
7. 17. **Ordinance 1st Reading - City Secretary:** Consider an ordinance amending Chapter 14 of the Code of Ordinances, regarding "Noise", by updating permit application requirements; providing a penalty; providing a savings clause; and providing for publication.
7. 18. **Ordinance 2nd Reading - City Secretary:** Consider Ordinance No. 2021-O0095, calling a bond election to be held within the City of Lubbock, Texas; making provisions for the conduct and the giving of notice of the election; and containing other provisions related thereto.
7. 19. **Ordinance Single Reading - Lubbock Power & Light:** Consider an ordinance providing for the issuance of City of Lubbock, Texas, Electric Light & Power System Revenue Bonds, Series 2021; providing for the award of the sale thereof in accordance with specified parameters; approving the official statement; approving execution of a purchase contract; and enacting other provisions relating thereto.
7. 20. **Ordinance Single Reading - Lubbock Power & Light:** Consider an ordinance approving the extension of the Commitment Expiration Date of the Note Purchase Agreement for City of Lubbock, Texas, Electric Light and Power System Revenue Revolving Notes, a reduction to the Available Commitment under such Agreement, providing a substitute index for floating rate notes, and other necessary and appropriate amendments; approving and authorizing certain authorized officers to act on behalf of the City; and providing for other matters incident and related thereto.



## **Regular City Council Meeting**

**5. 1.**

**Meeting Date:** 08/10/2021

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### **Information**

#### **Agenda Item**

June 15, 2021 Special City Council Meeting - Electric Utility Board  
July 12, 2021 Special City Council Meeting - Electric Utility Board  
July 13, 2021 Special City Council Meeting - LPD Headquarters Groundbreaking  
July 13, 2021 Regular City Council Meeting  
July 14, 2021 Special City Council Meeting - Coffee with the Mayor

#### **Item Summary**

June 15, 2021 Special City Council Meeting - Electric Utility Board  
July 12, 2021 Special City Council Meeting - Electric Utility Board  
July 13, 2021 Special City Council Meeting - LPD Headquarters Groundbreaking  
July 13, 2021 Regular City Council Meeting  
July 14, 2021 Special City Council Meeting - Coffee with the Mayor

#### **Fiscal Impact**

None

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

Rebecca Garza, City Secretary

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### **Attachments**

6.15.2021 S EUB  
7.12.2021 S EUB  
7.13.2021 S Ground Breaking  
7.13.2021  
7.14.2021 S Coffee with the Mayor

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**CITY OF LUBBOCK**  
**SPECIAL CITY COUNCIL MEETING**  
**June 15, 2021**  
**11:00 A.M.**

**The City Council of the City of Lubbock, Texas met in special session on the 15th of June, 2021, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas, and via video conference and teleconference at 11:00 a.m.**

**11:01 A.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 Secretary Rebecca Garza; City Attorney Chad Weaver; Deputy City Manager Bill Howerton

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

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

- *Executive Session*
- *No quorum, of the City Council, was present for all other items.*

**1. PUBLIC COMMENT**

- 1. 1.** This period, of up to thirty minutes, is dedicated to public comment. Each member of the public will have three minutes to speak. Any member of the public that requires the assistance of a translator will have six minutes to speak. Comments must be limited to only those items posted on the Electric Utility Board agenda. Any member of the public wishing to speak shall sign up on the public comment sheet on the day of the Electric Utility Board Meeting. The Electric Utility Board shall follow the order of persons wishing to speak as listed on the sign-up sheet. If everyone who signed up to speak has been given an opportunity to speak and the thirty minutes designated for public comment has not been exhausted, the Electric Utility Board may, at its discretion, open the floor to anyone else wishing to address the Electric Utility Board, subject to all the same procedures and guidelines.

**\*This item was deleted.**

1. 2. Alternatively, any member of the public wishing to address the Electric Utility Board, regarding any matter posted on the Electric Utility Board Agenda, may submit a public comment by email at [lplcitizencomments@mylubbock.us](mailto:lplcitizencomments@mylubbock.us) beginning at the time this agenda is publicly posted and no later than 9:00 a.m. on June 15, 2021. Each comment will be read aloud for a period of time not to exceed three minutes, in accordance with the practices and procedures of the Electric Utility Board.

**\*This item was deleted.**

## 2. EXECUTIVE SESSION

**This meeting was called into a closed session at 11:03 a.m. under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 1:21 p.m. and adjourned.**

2. 1. 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:
  2. 1. 1. Generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling.
    2. 1. 1. 1. Discuss and deliberate generation unit matters.
    2. 1. 2. Bidding and pricing information for purchased power, generation and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies.
      2. 1. 2. 1. Discuss and deliberate issues regarding Electric Reliability Council of Texas prices and related strategies.
      2. 1. 3. Effective fuel and purchased power agreements and fuel transportation arrangements and contracts.
        2. 1. 3. 1. Discuss and deliberate purchased power matters.
        2. 1. 4. Risk Management information, contracts, and strategies, including fuel hedging and storage.
          2. 1. 4. 1. Discuss and deliberate risk management strategies.
          2. 1. 5. 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);
            2. 1. 5. 1. Discuss and deliberate plans, studies, proposals, and analyses for system improvements, additions, or sales.
            2. 1. 6. Customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies.



2. 2. Hold an executive session in accordance with V.T.C.A. Government Code § 551.071, seeking the advice of its legal counsel about pending or contemplated litigation or settlement offers and hold a consultation with the attorney on matters in which the duty of the attorney to the Electric Utility Board 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 the Application of the City of Lubbock, acting by and through Lubbock Power & Light for authority to establish initial wholesale transmission rates and tariffs before the Public Utility Commission of Texas and the State Office of Administrative Hearings, PUC Docket No. 51100, SOAH Docket 473-21-0043, and associated Tariff Filing No. 52011, proceeding before the Public Utility Commission of Texas; (ii) legal issues regarding contract(s) herein listed on the agenda; (iii) legal advice and counsel regarding matters identified in Section 2.1-2.1.6 of this Agenda; (iv) legal advice and counsel regarding statutory changes; (v) *Schumacher vs. City of Lubbock*, Cause No. 2020-541,386, proceeding in the 72<sup>nd</sup> District Court of Lubbock County, Texas (vi) *Drake v. Collectech Diversified Inc. and Lubbock Power & Light*, Civil Action No. 5:21-cv-00147-OLG, which proceeded in the United States District Court for the Western District of Texas, San Antonio Division; and (vii) 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 V.T.C.A. Government Code § 551.074(a) to deliberate the appointment, employment, evaluation, reassignment, and duties of a public officer or employee (Director of Electric Utilities and General Counsel).

*12:30 p.m. – Approximately - Following completion of the Executive Session, the Electric Utility Board will reconvene in open session to discuss the items listed below. It is anticipated that the open session will begin at 12:30 p.m. However, this is an approximation and the Board may begin the open session earlier or later depending on when the Executive Session is complete.*

### 3. REGULAR SESSION

3. 1. The Board will approve the minutes from the Regular Electric Utility Board Meeting of May 18, 2021 and the minutes from the Special Meeting of the Electric Utility Board on May 27, 2021.

**\*This item was deleted.**

3. 2. Presentation and discussion of the update/report by the Director of Electric Utilities, or his designee, regarding customer service, business center practices, procedures and policies, customer concerns and complaints, billing forms and procedures, status of transmission and distribution projects, mutual aid, weather events, outage, and restoration efforts, staffing levels, regulatory matters, and operational performance metrics.

**\*This item was deleted.**

3. 3. Presentation and discussion of financial and capital statements, financing options, audits, and financial policies of Lubbock Power & Light relating to debt issuance issues, reserve account funding, cost allocation, revenue and expense projections, power cost recovery factor, customer metering, tariff and billing, service and administrative issues.

**\*This item was deleted.**

3. 4. Presentation and discussion by the Director of Electric Utilities, or his designee, regarding updates on the legislative and regulatory matters regarding ERCOT and/or the electric utility industry, and the status of any legislation, legislative hearings, rulemakings, and/or regulatory or administrative action regarding same.

**\*This item was deleted.**

3. 5. The Board will consider a budget amendment, amending the FY 2020-21 Operating Budget by adding four (4) full-time equivalent (FTE) positions in the Customer Service cost center 7514, and recommendation of approval of same to the City Council of the City of Lubbock.

**\*This item was deleted.**

3. 6. The Board will consider a resolution authorizing the Director of Electric Utilities, or his designee, to execute that certain Second Amendment to KUBRA Enterprise Services Agreement, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and KUBRA Data Transfer, Ltd., regarding certain professional services related to billing matters, and ratification of certain services performed.

**\*This item was deleted.**

4. **CONSENT AGENDA**

4. 1. The Board will consider a resolution authorizing the Director of Electric Utilities to execute for and on behalf of the City of Lubbock, acting by and through Lubbock Power & Light (“LP&L”) that certain Fifth Amendment to Government and Public Affairs Agreement, by and between LP&L and HillCo Partners, regarding professional government and public affairs related consulting services.

**\*This item was deleted.**

4. 2. The Board will consider a resolution authorizing the Director of Electric Utilities, or his designee, to execute that certain Master Services Agreement by and between the City of Lubbock, acting by and through Lubbock Power & Light, and MCR Performance Solutions, LLC, regarding professional services related to the review of certain formula rates.

**\*This item was deleted.**

4. 3. The Board will consider a resolution authorizing the Purchasing Manager, or his designee, to execute that certain Purchase Order by and between the City of Lubbock, acting by and through Lubbock Power & Light, and American Wire Group, RFP# 7129-21-ELD, for LP&L Spare Overhead Conductor Wire.

**\*This item was deleted.**

**1:21 P.M. CITY COUNCIL ADJOURNED**

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

The June 15, 2021 Special City Council Meeting minutes were approved by the City Council on the 10th day of August, 2021.

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

ATTEST:

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

**\*This item was discussed, by the Board, without a quorum of Council Members present.**

**CITY OF LUBBOCK**  
**SPECIAL CITY COUNCIL MEETING**  
**July 12, 2021**  
**12:00 P.M.**

**The City Council of the City of Lubbock, Texas met in special session on the 12th of July, 2021, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas, and via video conference and teleconference at 12:00 p.m.**

**12:02 P.M. CITY COUNCIL CONVENED**

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

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

Council Member Latrelle Joy attended via video conference.

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

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

- *Public Comment 1.1-1.2 and Executive Session.*
- *No quorum, of the City Council, was present for all other items.*

**1. PUBLIC COMMENT**

- 1. 1.** This period, of up to thirty minutes, is dedicated to public comment. Each member of the public will have three minutes to speak. Any member of the public that requires the assistance of a translator will have six minutes to speak. Comments must be limited to only those items posted on the Electric Utility Board agenda. Any member of the public wishing to speak shall sign up on the public comment sheet on the day of the Electric Utility Board Meeting. The Electric Utility Board shall follow the order of persons wishing to speak as listed on the sign-up sheet. If everyone who signed up to speak has been given an opportunity to speak and the thirty minutes designated for public comment has not been exhausted, the Electric Utility Board may, at its discretion, open the floor to anyone else wishing to address the Electric Utility Board, subject to all the same procedures and guidelines.

**No one appeared to speak.**

1. 2. Alternatively, any member of the public wishing to address the Electric Utility Board, regarding any matter posted on the Electric Utility Board Agenda, may submit a public comment by email at [lplcitizencomments@mylubbock.us](mailto:lplcitizencomments@mylubbock.us) beginning at the time this agenda is publicly posted and no later than 10:00 a.m. on July 12, 2021. Each comment will be read aloud for a period of time not to exceed three minutes, in accordance with the practices and procedures of the Electric Utility Board.

**There were no public comments submitted via email.**

## 2. EXECUTIVE SESSION

**This meeting was called into a closed session at 12:05 p.m. under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 1:03 p.m. and adjourned.**

2. 1. 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:
  2. 1. 1. Generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling.
  2. 1. 2. Bidding and pricing information for purchased power, generation and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies.
  2. 1. 3. Effective fuel and purchased power agreements and fuel transportation arrangements and contracts.
  2. 1. 4. Risk management information, contracts, and strategies, including fuel hedging and storage.
  2. 1. 5. 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).
    2. 1. 5. 1. Discuss and deliberate plans, studies, proposals, and analyses for system improvements, additions, or sales.
  2. 1. 6. Customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies.
2. 2. Hold an executive session in accordance with V.T.C.A. Government Code § 551.071, seeking the advice of its legal counsel about pending or contemplated litigation or settlement offers and hold a consultation with the attorney on matters in which the duty of the attorney to the Electric Utility Board 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 2.1-2.1.6 of this Agenda; and (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 V.T.C.A. Government Code § 551.074 to deliberate the appointment, employment, evaluation, reassignment, and duties of a public officer or employee (Director of Electric Utilities, General Counsel, Assistant Director/Chief Financial Officer).

*12:30 p.m. – Approximately - Following completion of the Executive Session, the Electric Utility Board will reconvene in open session to discuss the items listed below. It is anticipated that the open session will begin at 12:30 p.m. However, this is an approximation and the Board may begin the open session earlier or later depending on when the Executive Session is complete.*

### 3. REGULAR SESSION

3. 1. Presentation and discussion of the update/report by the Director of Electric Utilities, or his designee, regarding customer service, business center practices, procedures and policies, customer concerns and complaints, billing forms and procedures, status of transmission and distribution projects, mutual aid, weather events, outage, and restoration efforts, staffing levels, personnel matters and recognition of employees, including the Chief Financial Officer/Assistant Director, regulatory matters, and operational performance metrics.

**\*This item was deleted.**

3. 2. Presentation and discussion of the FY2021-22 Draft Operating Budget and Capital Program and Rate Schedule/Tariff.

**\*This item was deleted.**

### 1:03 P.M. CITY COUNCIL ADJOURNED

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

The July 12, 2021 Special City Council Meeting minutes were approved by the City Council on the 10th day of August, 2021.

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DANIEL M. POPE, MAYOR

ATTEST:

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Rebecca Garza, City Secretary

**\*This item was discussed, by the Board, without a quorum of Council Members present.**

**CITY OF LUBBOCK**  
**SPECIAL CITY COUNCIL MEETING**  
**July 13, 2021**  
**10:00 A.M.**

**The City Council of the City of Lubbock, Texas met in special session on the 13th of July, 2021, at the future location of the Lubbock Police Department Headquarters, 1205 15th Street, Lubbock, Texas, at 10:00 a.m.**

**10:10 A.M. CITY COUNCIL CONVENED**

**Future location of the Lubbock Police Department Headquarters, 1205 15th Street, Lubbock, Texas**

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:*

- 1.1-1.6.

**1. Regular Agenda**

**1. 1. Welcome, Introductions & Opening Remarks - Mayor Daniel M. Pope**

Mayor Daniel M. Pope gave opening remarks and welcomed those in attendance.

**1. 2. Public Safety Improvement Plan - Mayor Pro Tem & Facilities Committee chair Steve Massengale**

Mayor Pro Tem Steve Massengale, also chair of the Facilities Committee, gave comments on the Public Safety Improvement Plan.

**1. 3. Community Impact - Council member & Facilities Committee member Latrelle Joy**

Council member Latrelle Joy, also member of the Facilities Committee, gave comments on the community impact of the new Lubbock Police Department Headquarters.

**1. 4. Community Policing - Police Chief Floyd Mitchell**

Floyd Mitchell, chief of police, recognized members of other law enforcement agencies, and gave comments on the importance of community policing in the city of Lubbock.

**1. 5. Ground Breaking - Mayor Daniel M. Pope**

City Council participated in a ground breaking ceremony for the new Lubbock Police Department Headquarters.

**1. 6. Closing Remarks - Mayor Pro Tem Steve Massengale**

Mayor Pro Tem Steve Massengale gave closing remarks.

**10:31 A.M. CITY COUNCIL ADJOURNED**

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

The July 13, 2021 Special City Council Meeting minutes were approved by the City Council on the 10th day of August, 2021.

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

ATTEST:

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



**CITY OF LUBBOCK**  
**REGULAR CITY COUNCIL MEETING**  
**July 13, 2021**  
**12:30 P. M.**

**The City Council of the City of Lubbock, Texas met in regular session on the 13th of July, 2021, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas, and via video conference and teleconference at 12:30 p.m.**

**12:34 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:*

- *1.1-1.3; Executive Session; 3.1-3.3.2; Citizen Comments 4; 5.1; 6.1-6.18; 7.1-7.2; 7.4-7.7.*
- *Item No. 7.3 was deleted.*

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

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

Amy Sims, deputy city attorney, gave a presentation on proposed amendments to the Lubbock City Charter. Jarrett Atkinson, city manager; Rebecca Garza, city secretary; and Chad Weaver, city attorney, gave comments and answered questions from City Council.

Ms. Sims presented on the Charter review process; an overview of potential propositions as recommended by the Charter Review Committee; the appearance and order of potential propositions on a ballot; and the possibility of a non-binding referendum related to City Council compensation.

City Council discussed all the proposed amendments. Direction was given to staff to place an item on the July 27, 2021, City Council meeting agenda, for the purposes of calling a Charter Amendment Election for November 2021. There was also consensus from City Council to further discuss, and possibly amend, some of the proposed recommendations at the July 27, 2021, meeting.

**1. 2. Future Needs Committee Recommendations Follow-up and Potential Bond Election Timeline**

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; and Council members Shelia Patterson Harris and Latrelle Joy, members of the Future Needs Committee, gave comments and answered questions from City Council.

Ms. McEachern presented on a recap of the Certificates 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 approved by City Council on June 22, 2021. Ms. McEachern also presented on a timeline and the necessary steps that will be required to hold the proposed bond election in November 2021.

City Council gave direction to staff to prepare an ordinance calling a bond election for November 2021, and schedule the first reading of that ordinance for August 4, 2021.

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

Jarrett Atkinson, city manager, 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. Topics discussed included: an overview of CARES Act spending; State of Texas allocations; City of Lubbock allocations; ARPA eligible expenditures; the process for revenue replacement; and funding opportunities relating to community services, public health, public works, transit, arts and entertainment, and travel and tourism.

There was consensus among City Council to discuss this item further at the July 27, 2021, work session.

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

**2. Executive Session**

**The meeting recessed at 2:48 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 5:08 p.m., and the meeting was called to order at 5:29 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.** *Planned Parenthood of Greater Texas Surgical Health Services, et al v. City of Lubbock, Texas*, Case No.5:21-cv-114 in the United States District Court for the Northern District of Texas, Lubbock Division

2. 1. 2. The City of Lubbock Charter and Potential Charter Amendment Election
2. 2. Hold an executive session in accordance with V.T.C.A. Government Code Section 551.071, seeking the advice of its legal counsel about pending or contemplated litigation or settlement offers and hold a consultation with the attorney on matters in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code: (i) legal advice and counsel regarding matters identified in Section 2.6(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 Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Building Board of Appeals, Canadian River Municipal Water Authority Board of Directors, 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 the Texas Government Code, Section 551.074, to discuss personnel matters, the appointment, employment, evaluation or reassignment of the following:
  2. 5. 1. City Manager
2. 6. 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 5:08 p.m.

**3. Ceremonial Items**

**3. 1. Invocation**

Dr. Andy Hurst, St. Luke's United Methodist 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 to the Lubbock Arts Alliance for organizing and hosting this year's Lubbock Arts Festival**

Council Member Jeff Griffith presented a special recognition to the Lubbock Arts Alliance for organizing and hosting this year's 43rd Annual Lubbock Arts Festival. Elizabeth Regner, executive director of the Lubbock Arts Alliance, gave comments and thanked the Mayor and City Council for their continued support. Ms. Regner also invited Lubbock citizens to attend this year's Lubbock Arts Festival, scheduled for July 24, 2021, from 11:00 a.m. to 6:00 p.m.; and July 25, 2021, from 12:00 p.m. to 5:00 p.m., at the Lubbock Memorial Civic Center. A video showcasing the upcoming Lubbock Arts Festival was played for City Council and those in attendance.

**3. 3. 2. Presentation of a Special Recognition in support of Golf Cart Safety Awareness Month**

Mayor Daniel M. Pope presented a special recognition in support of Golf Cart Safety Awareness Month. Tim Siegel, executive director of Team Luke Hope for Minds, thanked the Mayor and City Council for their support, gave comments on the importance of golf cart safety, and encouraged all Lubbock Citizens to practice safety when operating golf carts.

**Call to Order**

The meeting was called to order at 5:29 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 July 13, 2021. If a citizen is attending the meeting by video or teleconference, they may submit a citizen comment by email at [citizencomments@mylubbock.us](mailto:citizencomments@mylubbock.us), no later than 2:00 p.m. on July 13, 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 7.2), may do so via Zoom by using the "Raised Hand" feature. When utilizing Zoom through a telephone, press \*9 to "raise your hand" and you will be placed in the queue.**

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

5. **Minutes**

5. 1. May 18, 2021 Special City Council Meeting - Electric Utility Board  
May 26, 2021 Special City Council Meeting - Lubbock Economic Development Alliance  
May 27, 2021 Special City Council Meeting - Electric Utility Board  
June 8, 2021 Regular City Council Meeting  
June 21, 2021 Special City Council Meeting

Motion by Council Member Latrelle Joy, seconded by Mayor Pro Tem Steve Massengale to approve the May 18, 2021 Special City Council Meeting - Electric Utility Board Minutes; the May 26, 2021 Special City Council Meeting - Lubbock Economic Development Alliance minutes; the May 27, 2021 Special City Council Meeting - Electric Utility Board minutes; the June 8, 2021 Regular City Council Meeting minutes; and the June 21, 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 Juan A. Chadis, seconded by Council Member Randy Christian to approve items 6.1-6.18.

**Vote:** 7 - 0 Motion carried

6. 1. **Budget Ordinance Amendment 2nd 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.
6. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance 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. 3. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2021-O0081, Amendment 37, amending the FY 2020-21 Budget for municipal purposes respecting the Storm Water Operating Fund Revenue.
6. 4. **Ordinance 2nd 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. 5. **Ordinance 1st Reading - Right-of-Way:** 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:** Resolution No. 2021-R0235 authorizing the Mayor to accept, on behalf of the City of Lubbock, four Easements out of Section 1, Block AK, Lubbock County, Texas, to be utilized for the Loop 88 Sewer Line Relocation Project.
6. 7. **Resolution - Right-of-Way:** Resolution No. 2021-R0236 authorizing the Mayor to accept, on behalf of the City of Lubbock, four Street and Public Use Dedication Deeds and one Drainage Easement, out of Sections 30 and 31, Block AK, Lubbock County, Texas, to be utilized for the Upland Avenue roadway expansion project.
6. 8. **Resolution - Right-of-Way:** Resolution No. 2021-R0237 approving the inclusion of medians and islands in the streets within the boundaries of The Ridge Development located along the west side of Quincy Avenue, extending from 98th Street to 105th Street, City of Lubbock, Lubbock County, Texas.
6. 9. **Resolution - Engineering:** Resolution No. 2021-R0238 authorizing the Mayor to execute Contract 15819, with DN Tanks, for the construction of the North Water Treatment Plant 8-Million Gallon Ground Storage Tank.
6. 10. **Resolution - Engineering:** Resolution No. 2021-R0239 authorizing the Mayor to execute Contract 15943, with Utility Contractors of America, Inc., for the construction of the Canyon Lakes Sanitary Sewer Interceptor Phase 3B Project.

6. 11. **Resolution - Engineering:** Resolution No. 2021-R0240 authorizing the Mayor to execute Change Order No. 2 to Contract 14965, with MH Civil Constructors, Inc., for the construction of the North Water Treatment Plant Improvements Phase III and the South Water Treatment Plant Upgrading Improvements.
6. 12. **Resolution - Water Utilities:** Resolution No. 2021-R0241 authorizing the Mayor to execute Professional Services Agreement Contract 5739, with Freese & Nichols, Inc., for wastewater treatment system evaluation, planning, modeling, permitting, and design at the Southeast Water Reclamation Plant No. 3.
6. 13. **Resolution - Solid Waste:** Resolution No. 2021-R0242 authorizing the Mayor to execute Contract 15938, with Ace Golf Netting, LP, for the installation of litter fencing at the West Texas Regional Disposal Facility.
6. 14. **Resolution - Public Health Services:** Resolution No. 2021-R0243 authorizing the Mayor to execute a Medical Director Agreement, between the City of Lubbock and Texas Tech University Health Sciences Center, to provide the professional services of a qualified physician to act as Medical Director for the City of Lubbock Health Department.
6. 15. **Resolution - Aviation:** Resolution No. 2021-R0244 authorizing the Mayor to execute a Consent for Assignment of the Airport Agreement with Mobilitie Investments III, LLC (M3), Contract 13161, to Mobilitie Investments III-A, LLC, at Lubbock Preston Smith International Airport.
6. 16. **Resolution - Aviation:** Resolution No. 2021-R0245 authorizing the Mayor to execute a Development Addendum to the CARES Act Airport Grant Agreement, between the City of Lubbock and the United States of America, acting through the Federal Aviation Administration, to fund eligible projects constituting airport development under the Grant Agreement.
6. 17. **Resolution - Public Transit Services:** Resolution No. 2021-R0246 authorizing the Mayor to execute Purchase Order 27120456, for the purchase of seven Dodge Promaster paratransit vans from Creative Bus Sales, Inc., for Citibus.
6. 18. **Resolution - Public Transit Services:** Resolution No. 2021-R0247 authorizing the Mayor to execute an Interlocal Agreement between the City of Lubbock, acting by and through Citibus, with Dallas Area Rapid Transit, for a GoPass Subscription and License Pilot.
7. **Regular Agenda**
  7. 1. **Board Appointments - City Secretary:** Consider appointments to the Appointments Advisory Board, Building Board of Appeals, Canadian River Municipal Water Authority Board of Directors, Citizens Traffic Commission, Civic Lubbock, Inc. Board of Directors, Comprehensive Plan Oversight Committee, Lubbock Water Advisory Commission, Permit and License Appeal Board, and the Planning and Zoning Commission.

**Appointments Advisory Board:** Motion by Mayor Pro Tem Steve Massengale, seconded by

Council Member Shelia Patterson Harris, to reappoint Kristi Laverty, Margaret Randle, Abigail Scioli, and Brett Underwood; and appoint Ryan Henry to replace Tanner Thetford.

**Vote:** 7-0 Motion carried

**Building Board of Appeals:** Motion by Council Member Jeff Griffith, seconded by Mayor Pro Tem Steve Massengale, to reappoint Alexander Salter and Jeremy Steen; and appoint Russell Thoma, Jr. to replace Matthew Laverty.

**Vote:** 7-0 Motion carried

**Canadian River Municipal Water Authority Board of Directors:** Motion by Council Member Randy Christian, seconded by Council Member Latrelle Joy, to reappoint James Collins.

**Vote:** 7-0 Motion carried

**Citizens Traffic Commission:** Motion by Council Member Juan A. Chadis, seconded by Mayor Pro Tem Steve Massengale, to reappoint Kerry Miller; appoint Dr. Patricia Francis-Johnson to replace Florence-Ann McVay; and appoint Carlos Mireles to replace Jonathan Ziegner.

**Vote:** 7-0 Motion carried

**Civic Lubbock Inc. Board of Directors:** Motion by Council Member Shelia Patterson Harris, seconded by Council Member Jeff Griffith, to reappoint James Eppler, Sammie Prather, and Vernita Woods-Holmes.

**Vote:** 7-0 Motion carried

**Comprehensive Plan Oversight Committee:** Motion by Council Member Latrelle Joy, seconded by Council Member Juan A. Chadis, to appoint Dr. Nathaniel Wright to replace A.J. McCleod.

**Vote:** 7-0 Motion carried

**Lubbock Water Advisory Commission:** Motion by Council Member Latrelle Joy, seconded by Council Member Juan A. Chadis, to reappoint Dr. Melanie Barnes and Steve Verett.

**Vote:** 7-0 Motion carried

**Permit and License Appeal Board:** Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Latrelle Joy, to reappoint Cecile Garcia, Chad Hasty, and Brooks Jones.

**Vote:** 7-0 Motion carried

**Planning and Zoning Commission:** Motion by Council Member Jeff Griffith, seconded by Council Member Shelia Patterson Harris, to appoint Aviraj Patel to replace Anais Garcia.



**Vote:** 7-0 Motion carried

- 7. 2. Public Hearing - Planning:** 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, and consider an ordinance.

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

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

Terry Holeman, with Hugo Reed and Associates, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Pope closed the public hearing at 5:45 p.m.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Juan A. Chadis to approve Ordinance No. 2021-O0083.

**Vote:** 7 - 0 Motion carried

- 7. 3. Ordinance 2nd Reading - Planning:** Consider 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.

**No action was taken on this item. Applicant withdrew application.**

- 7. 4. Ordinance 2nd Reading - 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.

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

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

**Vote:** 7 - 0 Motion carried

- 7. 5. Resolution - Planning:** Resolution No. 2021-R0248 authorizing the Mayor to execute an Annexation Agreement with Starlight Development, LLC, for an area of land generally described as approximately 552.51 acres adjacent to the southern city limits of the City of Lubbock, south of 146th Street and west of Frankford Avenue.

Bryan Isham, director of planning, gave a presentation and answered questions from City Council. Thomas Payne, owner of Starlight Development, gave comments and answered questions from City Council.

Motion by Council Member Randy Christian, seconded by Mayor Pro Tem Steve Massengale to approve Resolution No. 2021-R0248.

**Vote:** 7 - 0 Motion carried

- 7. 6. Ordinance 1st Reading - City Manager:** 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.

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 Juan A. Chadis to approve Ordinance No. 2021-O0084.

**Vote:** 7 - 0 Motion carried

- 7. 7. Ordinance 1st Reading - City Council:** Ordinance No. 2021-O0085 repealing Chapter 2, Section 2.02.001(c) of the Code of Ordinances regarding certain duties of the City Secretary.

Jarrett Atkinson, city manager, gave comments and answered questions from City Council.

Motion by Council Member Latrelle Joy, seconded by Mayor Pro Tem Steve Massengale to approve Ordinance No. 2021-O0085.

**Vote:** 7 - 0 Motion carried

## **6:11 P.M. CITY COUNCIL ADJOURNED**

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

The July 13, 2021 Regular City Council Meeting minutes were approved by the City Council on the 10th day of August, 2021.

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DANIEL M. POPE, MAYOR

ATTEST:

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Rebecca Garza, City Secretary

**CITY OF LUBBOCK**  
**SPECIAL CITY COUNCIL MEETING**  
**July 14, 2021**  
**7:30 A.M.**

**The City Council of the City of Lubbock, Texas met in special session on the 14th of July, 2021, at YWCA, 6501 University Avenue, Lubbock, Texas, at 7:30 a.m.**

**8:06 A.M. CITY COUNCIL CONVENED**  
**YWCA, 6501 University Avenue, Lubbock, Texas**

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

Absent: Council Member Juan A. Chadis; Council Member Randy Christian; Council Member Latrelle Joy

**This was a Coffee with the Mayor event hosted by Mayor Daniel M. Pope. A quorum of Council Members attended and participated in discussions on the following topics as shown below:**

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

- 1.1

**1. Regular Agenda**

- 1. 1.** A discussion concerning the Lubbock economy, employment, core services, including but not limited to: utilities, water, wastewater, development and redevelopment, public safety, crime, streets and transportation, community services, facilities, infrastructure, parks and recreation, and other modes of delivery of governmental services; budgetary matters, and the operations, communications, programs, and personnel of the City of Lubbock. No action will be taken by the Lubbock City Council.

Mayor Pope, Council Members, and staff members engaged in a Questions & Answers (Q&A) session with citizens, in attendance, on various topics including the following: the proposed November, 2021, bond election; water towers; the Lubbock Police Department's Community Crisis Intervention Team (LCCIT) in partnership with StarCare; parks; streets; and amortization and health outcomes as they relate to disparity and segregation.

Mayor Pope gave closing remarks and thanked YWCA for hosting.

**8:33 A.M. CITY COUNCIL ADJOURNED**

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

The July 14, 2021 Special City Council Meeting minutes were approved by the City Council on the 10th day of August, 2021.

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DANIEL M. POPE, MAYOR

ATTEST:

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Rebecca Garza, City Secretary



## Regular City Council Meeting

6. 1.

Meeting Date: 08/10/2021

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### Information

#### Agenda Item

**Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance 2021-00086, 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

On July 27, 2021, the City Council approved the first reading of the ordinance.

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

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### Attachments

Ordinance - BA29

Police Exhibit A

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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

	Pay	Actual	Actual	Forecast	Budget	Amended	Change from
CLASSIFIED/SWORN JOB GRADE SUMMARY	Grade	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2020-21	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	-
<b>TOTAL CLASSIFIED SWORN JOB GRADE SUMMARY</b>		<b>443</b>	<b>453</b>	<b>465</b>	<b>465</b>	<b>465</b>	<b>-</b>

	Pay	Actual	Actual	Forecast	Budget	Amended	Change from
NON-CLASSIFIED NON-SWORN JOB GRADE SUMMARY	Grade	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2020-21	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	-
<b>TOTAL NON-CLASSIFIED NON-SWORN JOB GRADE SUMMARY</b>		<b>112</b>	<b>112</b>	<b>112</b>	<b>113</b>	<b>113</b>	<b>-</b>

<b>TOTAL JOB GRADE SUMMARY</b>		<b>555</b>	<b>565</b>	<b>577</b>	<b>578</b>	<b>578</b>	<b>-</b>
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**Regular City Council Meeting**

**6. 2.**

**Meeting Date:** 08/10/2021

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**Information**

**Agenda Item**

**Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2021-O0087, 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**

On July 27, 2021, the City Council approved the first reading of the ordinance.

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

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**Attachments**

Ordinance - BA 38

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

AN ORDINANCE AMENDING THE FY 2020-21 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE 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. 2. 1.**

**Meeting Date:** 08/10/2021

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**Information**

**Agenda Item**

**Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 and Amendment No. 2 to Community Development Funding Contract 15413, and all related documents, with the Texas Department of Housing and Community Affairs (TDHCA), for the Comprehensive Energy Assistance Program (CEAP) and Coronavirus Aid, Relief and Economic Security (CARES Act) (“CEAP-CV”), to assist low-income households affected by COVID-19, in providing immediate utility assistance and repair or replacement of existing HVAC units.

**Item Summary**

Amendment No. 1 increases the dollar amount by \$210,956 to \$1,181,397.

Amendment No. 2 extends the term to September 30, 2021.

- Grantee: City of Lubbock
- Funding source: 2020 CEAP CARES Act from TDHCA
- Use of funds: Pass through grant from TDHCA
- TDHCA Contract: # 58990003291
- Original Allocation: \$970,441
- Amended Allocation: \$1,181,397
- Amended increase of funds: \$210,956
- Original Terms: March 27, 2020 – July 30, 2021
- Amended Terms: March 27, 2020 – September 30, 2021

All additional funding goes directly to Utility Assistance and Program Services.

**Fiscal Impact**

Amendment No. 1 for \$210,956 increases the maximum amount allocated for the CEAP program to \$1,181,397, and there is no impact to the General Fund.

**Staff/Board Recommending**

Bill Howerton, Deputy City Manager

Karen Murfee, Director of Community Development

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**Attachments**

Resolution

Amendment 1 - TDHCA to City

Amendment 2 - TDHCA to City

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**RESOLUTION**

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

**THAT** the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendments No. 1 and 2 for the Community Development Funding Agreement 15413 for the Comprehensive Energy Assistance Program (CEAP) and Coronavirus Aid, Relief and Economic Security (CARES Act) (“CEAP-CV”) to assist low income households affected by COVID-19 in providing immediate utility assistance and repair or replacement of existing HVAC units, between the City of Lubbock and Texas Department of Housing and Community Affairs (TDHCA). Said Amendments are attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

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

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


**ATTEST:**

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

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Karen Murfee, Director of Community Development

**APPROVED AS TO FORM:**

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

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**CONTRACT NUMBER 58990003291**  
**FY 2020 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP) and**  
**Coronavirus Aid, Relief, and Economic Security Act (CARES Act)**  
**(CFDA # 93.568)**

**Awarding Federal Agency: United States Department of Health and Human Services**  
**TDHCA Federal Award Number: 2001TXE5C3**  
**Award Year (Year of Award from HHS to TDHCA): 2020**  
**Unique Entity Identifier Number: 058213893**

This Amendment No. 1 to Comprehensive Energy Assistance Program and CARES Act Contract Number **58990003291** by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department") and **City of Lubbock**, a political subdivision of the State of Texas ("Subrecipient") hereinafter collectively referred to as "Parties".

**RECITALS**

WHEREAS, the Parties respectively, executed that Comprehensive Energy Assistance Program Contract Number **58990003291** and

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

**AGREEMENTS**

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

**SECTION 1.**

The following Contract sections, addendums and exhibits are hereby amended as follows:

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

Notwithstanding any other provision of this Contract, the total of all payments and other obligations incurred by Department under this Contract shall not exceed the sum of **\$1,181,397.00**.

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

**SECTION 2.**

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

**SECTION 3.**

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

**SECTION 4.**

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

**SECTION 5.**

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

**SECTION 6.**

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

**SECTION 7.**

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

**SECTION 8.**

This Amendment shall be effective and memorializes an effective date of **March 11, 2021**.

WITNESS OUR HAND EFFECTIVE: **March 11, 2021**

**SUBRECIPIENT:**

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

By: **Karen Murfee**  
Title: **Executive Director**  
Date: **May 4, 2021 12:17 pm**

**DEPARTMENT:**

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

By: **Robert Wilkinson**  
Title: **Its duly authorized officer or representative**  
Date: **May 7, 2021 8:22 am**



**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**CONTRACT NUMBER 58990003291**  
**FY 2020 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP) and**  
**CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (CARES Act)**  
**(CFDA # 93.568)**

**EXHIBIT A**

**BUDGET**

**City of Lubbock**

a political subdivision of the State of Texas

**DEPARTMENT FINANCIAL OBLIGATIONS**

<b>\$ 1,181,397.00</b>	CEAP FUNDS CURRENTLY AVAILABLE
<b>\$ 0.00</b>	TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

**BUDGET FOR AVAILABLE ALLOCATIONS**

BUDGET CATEGORY	FUNDS	%
Administration	\$ 85,297.00	-
Direct Services	\$ 1,096,100.00	-
<b>TOTAL CEAP BUDGET</b>	<b>\$ 1,181,397.00</b>	<b>-</b>

BUDGET CATEGORY	FUNDS	%
Household Crisis	\$ 475,214.00	43.35
Utility Assistance	\$ 475,214.00	43.35
Program Services	\$ 145,672.00	13.29
<b>TOTAL DIRECT SERVICES</b>	<b>\$ 1,096,100.00</b>	<b>100.00</b>

General Administrative and coordination of CEAP, including costs and all indirect (overhead) cost, examples include salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 7.22% of the Contract expenditures. All other administrative costs, exclusive of administrative costs for program services, must be paid with nonfederal funds.

Program services cost shall not exceed the maximum 13.29%. Program services cost includes direct administrative cost associated with providing the client direct service salaries and benefits cost for staff providing program services, cost for supplies, equipment, travel, postage, utilities, rental of office space. All items listed above are allowable program services costs when associated with providing client direct services. Other program services costs may include outreach activities and expenditures on the information technology and computerization needed for tracking or monitoring required by CEAP.

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

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

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

#### Vendor Refunds

Subrecipient must determine which TDHCA contract the payment(s) were charged to, the clients(s) associated to the payment(s), and if the Contract Term has expired.

If the Contract Term has not expired, Subrecipient must enter the amount into the Contract System in the appropriate budget line item into the Adjustment column in the monthly report and make an appropriate note in the system. This will credit back the vendor refund(s) for the Subrecipient to expend on eligible expenses during the Contract Term.

If the Contract Term has expired, Subrecipient must return the vendor refund(s) to the Department. This refund must contain the contract number, and appropriate budget line item associated to the refund(s).

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**CONTRACT NUMBER 58990003291**  
**FY 2020 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP) and**  
**Coronavirus Aid, Relief, and Economic Security Act (CARES Act)**  
**(CFDA # 93.568)**

**Awarding Federal Agency: United States Department of Health and Human Services**  
**TDHCA Federal Award Number: 2001TXE5C3**  
**Award Year (Year of Award from HHS to TDHCA): 2020**  
**Unique Entity Identifier Number: 058213893**

This Amendment No. 2 to Comprehensive Energy Assistance Program and CARES Act Contract Number **58990003291** by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department") and **City of Lubbock**, a political subdivision of the State of Texas ("Subrecipient") hereinafter collectively referred to as "Parties".

**RECITALS**

WHEREAS, the Parties respectively, executed that Comprehensive Energy Assistance Program Contract Number **58990003291** and

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

**AGREEMENTS**

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

**SECTION 1.**

The following Contract sections, addendums and exhibits are hereby amended as follows:

1. Section 2. Contract Term

This Contract shall commence on **March 27, 2020**, and, unless earlier terminated, shall end on **September 30, 2021** ("Contract Term").

2. SECTION 4. DEPARTMENT FINANCIAL OBLIGATIONS

D. Department is not liable for any cost incurred by Subrecipient which:

5. is not reported to Department on a monthly expenditure or performance report within thirty (30) calendar days following the end of the Contract Term; or

3. Section 5. METHOD OF PAYMENT/CASH BALANCES

D. ALLOWABLE EXPENSES. All funds paid to Subrecipient pursuant to this Contract are for the payment of allowable expenditures to be used for the exclusive benefit of the low-income population of Subrecipient's Service Area incurred during the Contract Term. Subrecipient may incur costs for activities associated with the closeout of the CEAP contract for a period not to exceed thirty (30) calendar days from the end of the Contract Term.

4. Section 6. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS

A. ALLOWABLE EXPENSES. All funds paid to Subrecipient pursuant to this Contract are for the payment of allowable expenditures to be used for the exclusive benefit of the low-income population of Subrecipient's Service Area incurred during the Contract Term. Subrecipient may incur costs for activities associated with the closeout of the CEAP and CARES Act contract for a period not to exceed thirty (30) calendar days from the end of the Contract Term.

5. Section 10. REPORTING REQUIREMENTS

- C. FINAL REPORTS. Subrecipient shall electronically submit to Department, no later than thirty (30) calendar days after the end of the Contract Term, a final report of all expenditures of funds and clients served under this Contract. Failure of Subrecipient to provide a full accounting of funds expended under this Contract may result in the termination of this Contract and ineligibility to receive additional funds. If Subrecipient fails to submit a final expenditure/performance report within thirty (30) calendar days of the end of the Contract Term, Department will use the last report submitted by Subrecipient as the final report.

**SECTION 2.**

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

**SECTION 3.**

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

**SECTION 4.**

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

**SECTION 5.**

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

**SECTION 6.**

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

**SECTION 7.**

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

**SECTION 8.**

This Amendment shall be effective and memorializes an effective date of **May 01, 2021**.

WITNESS OUR HAND EFFECTIVE: **May 01, 2021**

**SUBRECIPIENT:**

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

By: **Karen Murfee**  
Title: **Executive Director**  
Date: **June 11, 2021 10:57 am**

**DEPARTMENT:**

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

By: **Robert Wilkinson**  
Title: **Its duly authorized officer or representative**  
Date: **June 14, 2021 7:56 am**



## Regular City Council Meeting

6. 2. 2.

Meeting Date: 08/10/2021

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### Information

#### Agenda Item

**Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Community Development Funding Contract 15414, and all related documents, with Lutheran Social Services of the South, Inc. (LSSS), for the Comprehensive Energy Assistance Program (CEAP) and Coronavirus Aid, Relief and Economic Security (CARES Act) (“CEAP-CV”) administered by the Texas Department of Housing and Community Affairs (TDHCA), to assist low-income persons and households affected by COVID-19, in providing immediate utility assistance.

#### Item Summary

Amendment No. 1 increases the term to September 30, 2021, and increases the funding amount by \$210,956 to \$1,111,331.

- Grantee: Lutheran Social Services of the South, Inc. (Neighborhood House)
- Funding Source: 2020 CEAP-CV from TDHCA
- Use of Funds: Immediate utility assistance by paying for energy portion of bills and repair or replacement only of existing heating and cooling units for citizens of Lubbock County
- Original Allocation: \$900,375
- Amended Allocation: \$1,111,331
- Amended increase of funds: \$210,956
- Original Terms: March 27, 2020 – July 30, 2021
- Amended Terms: March 27, 2020 – September 30, 2021

#### Fiscal Impact

Amendment No. 1 for \$210,956 increases the maximum funding amount to LSSS to \$1,111,331 for the CEAP program, and there is no impact to the General Fund.

#### Staff/Board Recommending

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

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### Attachments

Resolution  
1st Amendment 2020 CEAP CV COL to LSSS

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**RESOLUTION**

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

**THAT** the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to the Community Development Funding Agreement 15414, and all related documents, between the City of Lubbock and the Lutheran Social Services of the South, Inc. (LSSS) for the Comprehensive Energy Assistance Program (CEAP) and Coronavirus Aid, Relief and Economic Security (CARES Act) (“CEAP-CV”) to assist low income households affected by COVID-19 in providing immediate utility assistance. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

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

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


**ATTEST:**

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

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Karen Murfee, Community Development Director

**APPROVED AS TO FORM:**

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

**FIRST AMENDMENT COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP-CV)  
CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT (CARES ACT)  
BETWEEN  
CITY OF LUBBOCK  
AND  
LUTHERAN SOCIAL SERVICES OF THE SOUTH, INC.**

This First Amendment Comprehensive Energy Assistance Program and CARES Act (“CEAP-CV”) (the “Amendment”), Contract No. 15414 is made by and between the City of Lubbock, a State of Texas home rule municipal corporation (the “City”) and **Lutheran Social Services of the South, Inc.**, a State of Texas non-profit enter (the “Contractor”), (each a “Party,” and collectively the “Parties”) acting by and through the Parties’ representative officers and officials, and is hereby entered into by the Parties on this \_\_\_\_ day of \_\_\_\_\_, 2021 (the “Effective Date”).

**RECITALS**

**WHEREAS**, the Parties executed the original Agreement August 11, 2020; and

**WHEREAS**, the Parties hereby desire to amend the Agreement; and

**NOW, THEREFORE**, the Parties hereby amend the agreement as follows:

**AMENDMENT**

**Article 1.** The language found in Article 1.A, of the Agreement, entitled “Scope of Service, The City’s Responsibilities”, shall be replaced with the following language:

“The City agrees to award the Contractor funding from the CEAP-CV in an amount not to exceed one million, one hundred eleven thousand, three hundred thirty-one dollars (\$1,111,331.00) in return for Contractor performing the Services of the Program (the “Funding”).”

**Article 2.** The language found in Article 2, of the Agreement, entitled “Time of Performance”, shall be replaced with the following language:

“This Agreement shall commence March 27, 2020 and, unless earlier terminated shall end September 30, 2021 (the “Term”), unless extended by written agreement. The funds are received from the Texas Department of Housing and Community Affairs (the “TDHCA”, and providing that the Contractor meets its obligations during the Term, subject to the approval of the City Council of the City.”

**Article 3.** The language found in Article 3, of the Agreement, entitled “Budget”, shall be replaced with the following language:

“The Contractor will use the CEAP-CV funds awarded under this Agreement to administer the Program in the following manner:

CEAP-CV Utility Assistance/Household Crisis	\$966,858.
CEAP-CV Program Services Cost	\$144,473.
<hr/> Total CEAP-CV funds awarded under this Agreement	<hr/> \$1,111,331.

**Article 4.** The language found in Article 4, of the Agreement, entitled “Payment”, shall be replaced with the following language:

“The City will pay up to one million, one hundred eleven thousand, three hundred thirty-one dollars (\$1,111,331.00) to the Contractor based upon the receipt of a request for funds and project expense summary for the Contractor's Services under the Project. The Contractor shall submit to the City invoices for items purchased in the Contractor's performance of the Services under the Project. The City shall determine the reasonableness of each purchase and shall not make a disbursement of any such payment until the City has reviewed and approved each purchase. The City may release up to ten percent (10%) of the funds to be used as start-up funding for the Contractor's Services under the Project. The Contractor will then bill the City monthly for expenses incurred by the Contractor during the prior month of Services performed under the Project. By December 31, 2021, the Contractor will have provided the City with the proper documentation to show how all funds were expended by the Contractor in its performance of Services under the Program, including the start-up costs.

**IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED AND ENTER INTO THIS  
AGREEMENT ON THE EFFECTIVE DATE**

*[Signature Page to Follow]*



**SIGNATURES**


**THE CITY OF LUBBOCK:**

**LUTHERAN SOCIAL SERVICES  
OF THE SOUTH, INC.**

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

  
\_\_\_\_\_  
**Michael Loo, CEO (Signature)**

**ATTEST:**

  
\_\_\_\_\_  
**Michael Loo, CEO (Printed)**

FED.I.D. # 74- 1109745

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

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Karen Murfee, Community Development Director

**APPROVED AS TO FORM:**

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



## Regular City Council Meeting

6. 2. 3.

Meeting Date: 08/10/2021

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### Information

#### Agenda Item

**Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Community Development Funding Contract 15753, and all related documents, with the Texas Department of Housing and Community Affairs (TDHCA), for the Comprehensive Energy Assistance Program (CEAP), to provide utility assistance to qualified low-income persons and families, as well as the repair or replacement of existing HVAC units.

#### Item Summary

Amendment No. 1 provides additional funding of \$158,861 for CEAP.

CEAP involves integration of all Low-Income Home Energy Assistance Program (LIHEAP)-funded programs, thereby enhancing efficiency and effectiveness of services provided to clients, and eliminating duplication of services.

- Grantee: City of Lubbock
- Funding Source: 2021 CEAP from TDHCA
- Use of Funds: Pass through grant from TDHCA
- TDHCA Contract: # 58210003379
- Original Allocation: \$1,478,887
- Amended Allocation: \$1,637,748
- Amended Increase of Funds: \$158,861
- Terms: January 1, 2021 – December 31, 2021

#### Fiscal Impact

This amendment adds \$158,861 in additional funds to the contract, increasing the maximum amount allocated for the CEAP program to \$1,637,748, and there is no impact to the General Fund.

#### Staff/Board Recommending

Bill Howerton, Deputy City Manager

Karen Murfee, Community Development Director

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### Attachments

Resolution

Amendment 1 - 2021 CEAP TDHCA to City

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**RESOLUTION**

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

**THAT** the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to the Comprehensive Energy Assistance Program Funding Agreement 15753, and all related documents, between the City of Lubbock and the Texas Department of Housing and Community Affairs (TDHCA), for the funding of a program for the Comprehensive Energy Assistance Program (CEAP) to assist low income households in meeting their immediate energy needs and to encourage consumers to control energy costs for years to come through education. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

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

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

**ATTEST:**

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

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Karen Murfee, Community Development Director

**APPROVED AS TO FORM:**

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

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**AMENDMENT NO. 1 TO CONTRACT NUMBER 58210003379**  
**FY 2021 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CFDA # 93.568)**

This Amendment No. 1 to Comprehensive Energy Assistance Program Contract Number. **58210003379** by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department"), and **City of Lubbock**, a political subdivision of the State of Texas ("Subrecipient"), hereinafter collectively referred to as "Parties",

**RECITALS**

WHEREAS, the Parties respectively, executed that Comprehensive Energy Assistance Program Contract Number **58210003379** ("Contract") on **January 01, 2021** and

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

**AGREEMENTS**

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

**SECTION 1.**

The following Contract section is hereby amended as follows:

1. Section 4. DEPARTMENT FINANCIAL OBLIGATIONS

F. Notwithstanding any other provision of this Contract, the total of all payments and other obligations incurred by Department under this Contract shall not exceed the sum of **\$1,640,248.00**.

2. Exhibit A. Budget And Performance Statement, of this Contract is hereby deleted and replaced in its entirety with the attached Exhibit A.

**SECTION 2.**

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

**SECTION 3.**

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

**SECTION 4.**

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

**SECTION 5.**

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

**SECTION 6.**

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

**SECTION 7.**

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

**SECTION 8.**

This Amendment shall be effective and memorializes an effective date of **March 12, 2021**.

WITNESS OUR HAND EFFECTIVE: **March 12, 2021**

**SUBRECIPIENT:**

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

By: **Karen Murfee**  
Title: **Executive Director**  
Date: **June 11, 2021 10:57 am**

**DEPARTMENT:**

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

By: **Robert Wilkinson**  
Title: **Its duly authorized officer or representative**  
Date: **June 15, 2021 1:02 pm**

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**AMENDMENT NO. 1 TO CONTRACT NUMBER 58210003379**  
**FY 2021 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CFDA # 93.568)**

EXHIBIT A  
BUDGET

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

**DEPARTMENT FINANCIAL OBLIGATIONS**

\$ 1,640,248.00 CEAP FUNDS CURRENTLY AVAILABLE  
\$ 2,500.00 TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

**BUDGET FOR AVAILABLE ALLOCATIONS**

BUDGET CATEGORY	FUNDS	%
Administration	\$ 118,426.00	-
Direct Services	\$ 1,519,322.00	-
<b>TOTAL CEAP BUDGET</b>	<b>\$ 1,637,748.00</b>	<b>-</b>

BUDGET CATEGORY	FUNDS	%
Household Crisis	\$ 658,702.00	43.35
Utility Assistance	\$ 658,702.00	43.35
Program Services	\$ 201,918.00	13.29
<b>TOTAL DIRECT SERVICES</b>	<b>\$ 1,519,322.00</b>	<b>100.00</b>

General Administrative and coordination of CEAP, including costs and all indirect (or overhead) cost, examples include salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 7.22% of the Contract expenditures, excluding Training/Travel costs. All other administrative costs, exclusive of costs for program services, must be paid with nonfederal funds.

Program services costs shall not exceed the maximum 13.29%. Program services cost includes direct administrative cost associated with providing the client direct service salaries and benefits cost for staff providing program services, cost for supplies, equipment, travel, postage, utilities, rental of office space. All items listed above are allowable program services cost when associated with providing client direct services. Other program services costs may include outreach activities and expenditures on the information technology and computerization needed for tracking or monitoring required by CEAP.

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

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

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

#### Vendor Refunds

Subrecipient must determine which TDHCA contract the payment(s) were charged to, the clients(s) associated to the payment(s) and if the Contract Term has expired.

If the Contract Term has not expired, Subrecipient must enter the amount into the Contract System in the appropriate budget line item into the Adjustment column in the monthly report and make an appropriate note in the system. This will credit back the vendor refund(s) for the Subrecipient to expend on eligible expenses during the Contract Term.

If the Contract Term has expired, Subrecipient must return the vendor refund(s) to the Department containing the contract number and appropriate budget line item associated to the refund(s).



## Regular City Council Meeting

6. 2. 4.

Meeting Date: 08/10/2021

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### Information

#### Agenda Item

**Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Community Development Funding Contract 15737, and all related documents, with Lutheran Social Services of the South, Inc. (LSSS), to provide utility assistance to qualified low-income persons and families, as well as the repair or replacement of existing HVAC units, through the Comprehensive Energy Assistance Program (CEAP) administered by the Texas Department of Housing and Community Affairs (TDHCA).

#### Item Summary

This amendment increases the amount of funding by \$149,711 and provides an option to extend the time by up to 6 months.

- Grantee: Lutheran Social Services of the South, Inc.
- Funding source: 2021 CEAP from TDHCA
- Use of funds: Energy assistance by paying for energy bills only and repair or replacement of existing heating and cooling units for citizens of Lubbock County
- Original Allocation: \$1,369,611
- Amended Allocation: \$1,519,322
- Amended increase of funds of: \$149,711
- Terms: January 1, 2021 - December 31, 2021 with the option to extend time up to six (6) months as determined by TDHCA

#### Fiscal Impact

The amount of Amendment No. 1 is \$149,711, increasing the amount allocated to LSSS for the CEAP program to \$1,519,322, and there is no fiscal impact to the General Fund.

#### Staff/Board Recommending

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

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### Attachments

Resolution  
1st Amendment 2021 CEAP COL to LSSS

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**RESOLUTION**

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

**THAT** the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to the Community Development Funding Contract 15737, and all related documents, between the City of Lubbock and Lutheran Social Services of the South, Inc., a State of Texas non-profit organization, for funding allocation from the Comprehensive Energy Assistance Program (CEAP) to provide utility assistance to qualified low-income persons and families. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

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

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

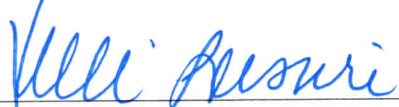
**ATTEST:**

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

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Karen Murfee, Community Development Director

**APPROVED AS TO FORM:**

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

**FIRST AMENDMENT 2021 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM  
BETWEEN  
CITY OF LUBBOCK  
AND  
LUTHERAN SOCIAL SERVICES OF THE SOUTH, INC.**

This First Amendment (the “Amendment”) to the Comprehensive Energy Assistance Program (CEAP) Agreement (the “Agreement”), Contract No. 15737 is made by and between the City of Lubbock, a State of Texas home rule municipal corporation (the “City”) and **Lutheran Social Services of the South, Inc.**, a State of Texas non-profit enter (the “Contractor”), (each a “Party,” and collectively the “Parties”) acting by and through the Parties’ representative officers and officials, and is hereby entered into by the Parties on this \_\_\_ day of \_\_\_\_\_, 2021 (the “Effective Date”).

**RECITALS**

**WHEREAS**, the Parties executed the original Agreement on February 23, 2021; and

**WHEREAS**, the Parties hereby desire to amend the Agreement; and

**NOW, THEREFORE**, the Parties hereby amend the agreement as follows:

**AGREEMENT**

**Article 1.** The language found in Article 1 of the Agreement. Entitled “Scope of Service”, shall be replaced with the following language:

“The City agrees to award the Contractor funding from the CEAP in an amount not to exceed one million five hundred nineteen thousand, three hundred twenty-two dollars (\$1,519,322.00) in return for Contractor performing the Services of the Program (the “Funding”).

**Article 2.** The language found in Article 3 of the Agreement, entitled “Budget”, shall be replaced with the following language:

“The Contractor will use the CEAP funds awarded under this Agreement to administer the Program in the following manner:

CEAP Utility Assistance/Household Crisis	\$1,317,404
CEAP Program Services Cost	<u>\$201,918</u>
Total CEAP funds awarded under this Agreement	\$1,519,322

**Article 3.** The language found in Article 4 of the Agreement, entitled “Payment”, shall be replaced with the following language:

“The City will pay up one million five hundred nineteen thousand, three hundred twenty-two dollars (\$1,519,322.00) to the Contractor based upon the receipt of a request for funds and project expense summary for the Contractor’s Services under the Project. The Funding shall be disbursed in the amounts and at the time the funds are disbursed to the City by the State of Texas. The City is not responsible for any amounts not distributed by the State of Texas. Any Comprehensive Energy Assistance Program (the “CEAP”) funds applicable to this Agreement shall be disbursed in the amount and at the time such funds are disbursed to the City by the State of Texas. The Contractor shall submit to the City invoices for items purchased in the Contractor’s performance of the Services under the Project. The City shall determine the reasonableness of each purchase and shall not make a disbursement of any such payment until the City has reviewed and approved each purchase. The City may release up to ten percent (10%) of the funds to be used as start-up funding for the Contractor’s Services under the Project. The Contractor will then bill the City monthly for expenses incurred by the Contractor during the prior month of Services performed under the Project. By January 10, 2022, unless extension of time up to six (6) months as determined by the Texas Department of Housing and Community Affairs, with the understanding that 100 percent of the funds to assist low-income eligible persons during the contract term. The Contractor will provide the City with the proper documentation to show how all funds were expended by the Contractor in its performance of Services under the Program, including the start-up costs.”

**Article 4.** Upon execution by the Parties, this Amendment shall become effective on the Effective Date, with the remainder of the Agreement remaining in full force and effect except as changed herein.

**IN WITNESS HEREOF, THE PARTIES HAVE EXECUTED AND ENTER INTO THIS  
AGREEMENT ON THE EFFECTIVE DATE**

*[Signature Page to Follow]*


**SIGNATURES**

**THE CITY OF LUBBOCK:**

**LUTHERAN SOCIAL SERVICES  
OF THE SOUTH, INC.**

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

  
\_\_\_\_\_  
**Michael Loo, CEO (Signature)**

  
\_\_\_\_\_  
**Michael Loo, CEO (Printed)**

**ATTEST:**


FED.I.D. # 74-1109745

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

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Karen Murfee, Community Development Director

**APPROVED AS TO FORM:**

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



**Regular City Council Meeting**

**6. 3.**

**Meeting Date:** 08/10/2021

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**Information**

**Agenda Item**

**Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 39, amending the FY 2020-21 Budget for municipal purposes respecting the Lubbock Power & Light Operating Fund by increasing expenses in the Purchased Power Cost Center 7315; increasing fund level expenses for the Franchise Fee Equivalent (FFE) payment and Payment in Lieu of Property Tax (PILOT); and increasing revenues for the Power Cost Recovery Factor (PCRF) and FFE.

**Item Summary**

1. Amend the FY 2020-21 Lubbock Power & Light Operating Budget by increasing the Power Cost Recovery Factor (PCRF) revenue line-item in the amount of \$31,708,193 from \$163,088,007 to \$194,796,200; increase the Franchise Fee Equivalent (FFE) revenue line-item in the amount of \$1,585,410, from \$12,150,820 to \$13,736,230; increasing the Energy/Fuel expense line-item in Cost Center 7315 in the amount of \$31,708,193, from \$83,090,503 to \$114,798,696; increasing the FFE expense line-item by \$1,585,410 from \$12,791,442 to \$14,376,852; increasing the Payment in Lieu of Property Tax (PILOT) expense line-item by \$317,082, from \$2,558,288 to \$2,875,370.

**Fiscal Impact**

Included in Item Summary

**Staff/Board Recommending**

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

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**Attachments**

Ordinance - BA 39  
Resolution - EUB

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

AN ORDINANCE AMENDING THE FY 2020-21 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE LUBBOCK POWER & LIGHT OPERATING FUND BY INCREASING EXPENSES IN THE PURCHASED POWER COST CENTER (7315); INCREASING FUND LEVEL EXPENSES FOR THE FRANCHISE FEE EQUIVALENT (FFE) PAYMENT AND PAYMENT IN LIEU OF PROPERTY TAX (PILOT); AND INCREASING REVENUES FOR THE POWER COST RECOVERY FACTOR (PCRF) AND FFE); 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 #39) for municipal purposes, as follows:

- I. Amend the FY 2020-21 Lubbock Power & Light Operating Budget by increasing the Power Cost Recovery Factor (PCRF) revenue line-item in the amount of \$31,708,193 from \$163,088,007 to \$194,796,200; increase the Franchise Fee Equivalent (FFE) revenue line-item in the amount of \$1,585,410, from \$12,150,820 to \$13,736,230; increasing the Energy/Fuel expense line-item in the cost center 7315 in the amount of \$31,708,193, from \$83,090,503 to \$114,798,696; increasing the FFE expense line-item by \$1,585,410 from \$12,791,442 to \$14,376,852; increasing the Payment in Lieu of Property Tax (PILOT) expense line-item by \$317,082, from \$2,558,288 to \$2,875,370.

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

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

AND IT IS SO ORDERED

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

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

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

ATTEST:

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

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

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

## RESOLUTION

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

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

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

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

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

- 1) Amend the Operating Budget by increasing the Power Cost Recovery Factor (PCRF) revenue line-item in the amount of \$31,708,193, from \$163,088,007 to \$194,796,200; increasing the Franchise Fee Equivalent (FFE) revenue line-item in the amount of \$1,585,410, from \$12,150,820 to \$13,736,230; increasing the Energy/Fuel expense line item in cost center 7315 in the amount of \$31,708,193, from \$83,090,503 to \$114,798,696; increasing the FFE expense line-item by \$1,585,410 from \$12,791,442 to \$14,376,852; increasing the Payment in Lieu of Property Tax (PILOT) expense line-item by \$317,082, from \$2,558,288 to \$2,875,370.

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

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

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

Passed by the Electric Utility Board this 20<sup>th</sup> day of July, 2021.



D. Odom  
Dan Odom, Chairman

ATTEST:

Gwen Stafford  
Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

David McCall  
David McCall, Director of Electric Utilities

APPROVED AS TO FORM:

Jenny Smith  
Jenny Smith, LP&L General Counsel



## Regular City Council Meeting

6. 4.

Meeting Date: 08/10/2021

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### Information

#### Agenda Item

**Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 40, amending the FY 2020-21 Budget for municipal purposes respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of State Health Services, Texas Health and Human Services Commission, and Texas A&M University and authorize twelve full-time equivalent (FTE) positions.

#### Item Summary

1. Accept and appropriate \$500,000 from the Texas Department of State Services for the Health Equity Grant.
2. Accept and appropriate \$1,500,000 from the Texas Department of State Health Services for the Workforce Development Grant.
3. Accept and appropriate \$404,272 from the Texas Department of State Health Services for the HIV Disease Intervention Specialist Program Grant
4. Accept and appropriate an additional \$193,635, from \$154,908 to \$348,543, from the Texas Department of State Health Services for the Infectious Disease Control Unit COVID Extension Grant.
5. Amend the Environmental Health Cost Center 5413 by adding two additional full-time positions: two Environmental Specialist II. Positions will be grant funded.
6. Amend the Public Health cost center 5415 by adding ten additional full-time positions: three Public Health Program Liaisons, two Disease Intervention Specialists, one Epidemiologist, one Administrative Assistant, one Financial Analyst, one Behavioral Health Manager, and one Nurse Practitioner. Positions will be grant funded.
7. Accept and appropriate \$250,000 from the Texas Health and Human Services Commission for the Substance Use Disorder Administrative Grant.
8. Accept and appropriate \$1,219,980 from the Texas Health and Human Services Commission for the Adult Treatment Grant.
9. Accept and appropriate \$57,497 from the Texas Health and Human Services Commission for the Youth Treatment Grant.
10. Accept and appropriate \$658,522 from the Texas Health and Human Services Commission for the Specialized Female Treatment Grant.
11. Accept and appropriate \$79,700 from the Texas Health and Human Services Commission for the Co-Occurring Psychiatric and Substance Abuse Disorders Grant.
12. Accept and appropriate \$464,000 from the Texas Health and Human Services Commission for the Community Health Worker Grant.
13. Accept and appropriate \$708,791 from the Texas Health and Human Services Commission for the Prevention Resource Center Grant.
14. Accept and appropriate \$10,000 from Texas A&M University for the Texas Youth Action Network Grant.

**Fiscal Impact**

Included in Item Summary

**Staff/Board Recommending**

D. Blu Kostelich, Chief Financial Officer

Cheryl Brock, Director of Financial Planning & Analysis

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**Attachments**

Ordinance - BA 40

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

AN ORDINANCE AMENDING THE FY 2020-21 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE ADDITIONAL FUNDING FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICE, TEXAS HEALTH AND HUMAN SERVICES COMMISSION, AND TEXAS A&M UNIVERSITY AND AUTHORIZE 12 FULL-TIME EQUIVALENT (FTE) POSITIONS: PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

WHEREAS, the City Council deems it advisable to change the FY 2020-21 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2020-21 (Budget Amendment #40) for municipal purposes, as follows:

- I. Accept and appropriate \$500,000 from Texas Department of State Health Service for the Health Equity Grant.
- II. Accept and appropriate \$1,500,000 from Texas Department of State Health Service for the Workforce Development Grant.
- III. Accept and appropriate \$404,272 from Texas Department of State Health Service for the HIV Disease Intervention Specialist Program Grant
- IV. Accept and appropriate an additional \$193,635, from \$154,908 to \$348,543, from Texas Department of Health Service for the IDCU COVID Extension Grant.
- V. Amend the Environmental Health cost center 5413 by adding two additional full-time positions: two Environmental Specialist II. Positions will be grant funded.
- VI. Amend the Public Health cost center 5415 by adding ten additional full-time positions: three Public Health Program Liaisons, two Disease Intervention Specialists, one Epidemiologist, one Administrative Assistant, one Financial Analyst, one Behavioral Health Manager, and one Nurse Practitioner. Positions will be grant funded.
- VII. Accept and appropriate \$250,000 from Texas Health and Human Services Commission for the Substance Use Disorder Administrative Grant.
- VIII. Accept and appropriate \$1,219,980 from Texas Health and Human Services Commission for the Adult Treatment Grant.
- IX. Accept and appropriate \$57,497 from Texas Health and Human Services Commission for the Youth Treatment Grant.

- X. Accept and appropriate \$658,522 from Texas Health and Human Services Commission for the Specialized Female Treatment Grant.
- XI. Accept and appropriate \$79,700 from Texas Health and Human Services Commission for the Co-Occurring Psychiatric and Substance Abuse Disorders Grant.
- XII. Accept and appropriate \$464,000 from Texas Health and Human Services Commission for the Community Health Worker Grant.
- XIII. Accept and appropriate \$708,791 from Texas Health and Human Services Commission for the Prevention Resource Center Grant.
- XIV. Accept and appropriate \$10,000 from Texas A&M University for the Texas Youth Action Network Grant.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading 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. 5.

Meeting Date: 08/10/2021

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### Information

#### Agenda Item

**Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 41, amending the FY 2020-21 Budget for municipal purposes respecting the General Fund, General Capital Fund, Information Technology Fund, Internal Service Capital Fund, Fleet Fund, and Fleet Capital Fund to adjust transfers between Operating and Capital Funds related to prior Budget Amendments and appropriate additional funding for the Capital Improvement Project 92676 General Fund Vehicle Replacement FY 2020-21.

#### Item Summary

1. Amend the FY 2020-21 General Fund Operating Budget by decreasing the Transfer to General Fund Capital by \$26,750, from \$15,516,368 to \$15,489,618 and increasing the Transfer to Internal Service Capital from \$0 to \$26,750.
2. Amend the FY 2020-21 Information Technology Operating Budget by decreasing the Transfer to General Capital by \$1,750, from \$1,750 to \$0 and increase the Transfer to Information Technology Capital by \$1,750.
3. Amend the FY 2020-21 Fleet Operating Budget by decreasing the Transfer from General Fund by \$2,986,851 and amend the Fleet Capital Fund by increasing the Transfer from General Fund by \$3,156,851, from \$1,755,000 to \$4,911,851. The funding is proceeds from tax notes to be used for vehicle purchases in FY 2020-21.
4. Amend Capital Improvement Project (CIP) 92676, General Fund Vehicle Replacement FY 2020-21, by increasing the appropriation by \$170,000, from \$1,755,000 to \$1,925,000 and amend the funding of the project to \$1,719,243 FY 2021 General Fund Cash and \$205,757 FY 2018 Tax Notes.
5. Amend the FY 2020-21 General Fund Operating Budget by increasing the Transfer to Fleet CIP by \$170,000 from \$4,381,851 to \$4,551,851 for a portion of the General Fund vehicles approved in the FY 2020-21 Capital Budget in CIP 92676, General Fund Vehicle Replacement FY 2020-21. The funding is proceeds from unallocated FY 2018 Tax Notes.

#### Fiscal Impact

Included in Item Summary

#### Staff/Board Recommending

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

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### Attachments

Ordinance - BA 41

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

AN ORDINANCE AMENDING THE FY 2020-21 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND, GENERAL CAPITAL FUND, INFORMATION TECHNOLOGY FUND, INTERNAL SERVICE CAPITAL FUND, FLEET FUND, AND FLEET CAPITAL FUND TO ADJUST TRANSFERS BETWEEN OPERATING AND CAPITAL FUNDS RELATED TO PRIOR BUDGET AMENDMENTS AND APPROPRIATE ADDITIONAL FUNDING FOR THE CAPITAL IMPROVEMENT PROJECT 92676 GENERAL FUND VEHICLE REPLACEMENT FY 20-21: 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 #41) for municipal purposes, as follows:

- I. Amend the FY 2020-21 General Fund Operating Budget by decreasing the Transfer to General Fund Capital by \$26,750, from \$15,516,368 to \$15,489,618 and increasing the Transfer to Internal Service Capital from \$0 to \$26,750.
- II. Amend the FY 2020-21 Information Technology Operating Budget by decreasing the Transfer to General Capital by \$1,750, from \$1,750 to \$0 and increase the Transfer to Information Technology Capital by \$1,750.
- III. Amend the FY 2020-21 Fleet Operating Budget by decreasing the Transfer from General Fund by \$2,986,851 and amend the Fleet Capital Fund by increasing the transfer from General Fund by \$3,156,851, from \$1,755,000 to \$4,911,851. The funding is proceeds from tax notes to be used for vehicle purchases in FY 2020-21.
- IV. Amend Capital Improvement Project (CIP) 92676, General Fund Vehicle Replacement FY 20-21, by increasing the appropriation by \$170,000, from \$1,755,000 to \$1,925,000 and amend the funding of the project to \$1,719,243 FY 2021 General Fund Cash and \$205,757 FY 2018 Tax Notes.
- V. Amend the FY 2020-21 General Fund Operating Budget by increasing the transfer to Fleet CIP by \$170,000 from \$4,381,851 to \$4,551,851 for a portion of the General Fund vehicles approved in the FY 2020-21 Capital Budget in CIP 92676, General Fund Vehicle Replacement FY 20-21. The funding is proceeds from unallocated FY 2018 Tax Notes.

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. 6.

Meeting Date: 08/10/2021

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### Information

#### Agenda Item

**Ordinance Amendment 2nd Reading - Traffic Engineering:** Consider Ordinance No. 2021-O0088, 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

On July 27, 2021, the City Council approved the first reading of the ordinance.

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

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### Attachments

Speed Ordinance Amendment

Speed Changes By Street Segment

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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 1 <sup>st</sup> 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 Interstate-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.

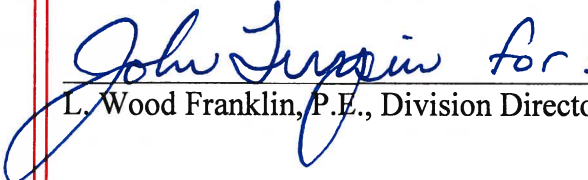
Passed by the City Council on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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


ATTEST:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
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*

## **34<sup>th</sup> 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	<b>Replaced:</b> “160ft West of Englewood Ave.” with “Elkhart Ave.”
35	34th Street	East & West	From Elkhart Ave. to Iola Ave.	40	<b>Replaced:</b> “From 160ft West of Englewood Ave.” with “From Elkhart Ave.” <b>Reduced</b> speed from 50 to 40 between West Loop 289 and Iola. <b>Increased</b> 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	<b>Replaced:</b> “From 930ft West of West Loop 289 to the Westernmost City Limits” with “From Iola to Milwaukee Ave” <b>Reduced</b> speed from 50 to 45
37	34th Street	East & West	From Milwaukee Ave. to the Westernmost City Limits	50	<b>Replaced</b> “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*

## 98<sup>th</sup> Street

Line Item	Lubbock Street Name (TxDOT Name)	Travel Direction	Speed Limit Description	Speed	<b>Changes Speed Limit Description and/or Speed:</b>
57	98 <sup>th</sup> Street	East & West	From University Ave. to Nashville Ave.	50	Toggled Lines 57 and 59 so that the <i>Description</i> reads from east to west.
58	98 <sup>th</sup> Street	East & West	From Nashville Ave. to Savannah Ave.	40	
59	98 <sup>th</sup> 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	<b>Replaced:</b> “From 4 <sup>th</sup> St. (FM 2255) to 50 <sup>th</sup> St.” with “From 4 <sup>th</sup> St.(FM 2255) to 34 <sup>th</sup> St.”
259	Milwaukee Avenue	North & South	From 34th St. to 82nd St.	45	<b>Replaced:</b> “From 34 <sup>th</sup> St. to 50 <sup>th</sup> St.” and “From 50 <sup>th</sup> St. to 66 <sup>th</sup> St” and ”66 <sup>th</sup> to 114 <sup>th</sup> St.” with “From 34 <sup>th</sup> St. to 82 <sup>nd</sup> St.” <b>Reduced</b> speed from 50 to 45 between 34 <sup>th</sup> St and 82 <sup>nd</sup> St.
260	Milwaukee Avenue	North & South	From 82nd St. to 114th St.	50	<b>Replaced:</b> “From 66 <sup>th</sup> St. to 114 <sup>th</sup> St” with “From 82 <sup>nd</sup> St. to 114 <sup>th</sup> 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	<p style="text-align: center;"><b>Changes</b></p> <p style="text-align: center;"><b>Speed Limit Description and/or Speed:</b></p>
Varies 297 - 300	Slide Road	North & South East & West	Varies 71 <sup>st</sup> Street – Southernmost City Limits	Varies 45 - 65	<p><b>Removed:</b> “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.</p>



**Regular City Council Meeting**

**6. 7.**

**Meeting Date:** 08/10/2021

**Information**

**Agenda Item**

**Resolution - Solid Waste Management:** Consider a resolution authorizing the Mayor to execute a Professional Services Agreement, with Parkhill, for Professional Engineering Services regarding the Solid Waste Transfer Station.

**Item Summary**

The City of Lubbock Solid Waste Management Department (SWMD) currently collects and disposes all residential and some commercial solid waste collected from within the city limits. The City’s municipal solid waste landfill is located in northern Lubbock County, at the intersection of FM 2528 and FM 597 west of Abernathy, Texas. Since the landfill was opened in 1998, growth in Lubbock has increased to the south, increasing the distance collection trucks must travel to the landfill. In FY 2020, SWMD obtained a Cost of Services Study that included a preliminary analysis of potential transfer station locations across the entire city. Three sites were chosen as preferred sites that require additional study before the City decides to make an offer to purchase the selected site.

In response to RFQ 21-15866-MA, statements of qualifications were received from 2 qualified firms to assist in developing a new transfer station for municipal solid waste operations. The responses were scored by an evaluation committee using criteria of 35% for Project Team Organization and Qualifications, 35% for Experience on Similar Projects, 20% for Project Approach, and 10% for Overall Responsiveness to the RFQ. The evaluation results are as follows:

<b>Firm</b>	<b>Possible 100 Points</b>
Parkhill, Lubbock, Texas	92.00
Weaver Consultants Group, Fort Worth, Texas	73.33

The selected firm will help finalize a preferred site, and then obtain a Texas Commission on Environmental Quality (TCEQ) Municipal Solid Waste (MSW) operating permit. Following permitting, the firm will provide architectural and engineering design phase services with plans, specifications, and estimates. The selected Firm will also provide bid phase services, engineer of record and Resident Project Representation through the construction phase.

Staff recommends award of the Professional Services Agreement for the City of Lubbock Solid Waste Transfer Station with the highest ranked firm, Parkhill, of Lubbock, Texas.

**Fiscal Impact**

The cost of the contract for Tasks 1 and 2 is \$129,233 and is funded in Capital Project 92698, Transfer Station. Additional tasks will be authorized as funding is appropriated.

**Staff/Board Recommending**

**Attachments**

- Resolution
  - Agreement (c) - Parkhill
  - Scope
  - Parkhill Scores Summary (c)
  - Summary
  - 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 a Professional Services Agreement (Contract No. 15866) for engineering services in connection with the Solid Waste Transfer Station, by and between the City of Lubbock and Parkhill, Inc., a Texas corporation, and all related documents. Said Professional Services Agreement is attached hereto and incorporated into 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:

  
\_\_\_\_\_  
Brenda Haney, P.E., Director of Solid Waste

APPROVED AS TO FORM:

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

# PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement (“Agreement”) Contract No. 15866 is entered into this 10th day of August 2021, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Parkhill, (the” Engineer”), a Texas corporation.

## WITNESSETH

**WHEREAS**, The City desires to contract with the Engineer to provide professional services for Solid Waste Transfer Station, (the “Activities”); and

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

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

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

## ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term of 400 days. If the Engineer determines that additional time is required to complete the Services, the City Engineer, may, but is not obligated to, in his or her discretion, execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of the consideration must be approved by the City acting through its governing body.

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

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

B. The Engineer shall receive as consideration to be paid for the performance of the Services, in an amount not to exceed \$[value], as set forth in Exhibit “B”.

## **ARTICLE III. TERMINATION**

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

## ARTICLE VIII. INSURANCE

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

Commercial General Liability:

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

General Aggregate Limit: \$2,000,000

Professional Liability:

Combined Single Limit: \$2,000,000

Automobile Liability:

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

Employer's Liability:

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

Worker's Compensation

Per Occurrence Single Limit: \$500,000

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

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

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

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

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

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

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

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

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

## **ARTICLE XI. INDEMNITY**

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

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

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

## **ARTICLE XIII. NOTICE**

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

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

Parkhill

Robert H. (Holly) Holder, P.E.  
Environmental Sector Director  
4222 85<sup>th</sup> Street  
Lubbock, Texas 79423  
Telephone: 806.473.3526  
Email: hholder@parkhill.com

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

Brenda A. Haney, P.E.  
Director of Solid Waste  
City of Lubbock  
P.O. Box 2000  
1314 Avenue K  
Lubbock, Texas 79457  
Email: [brendahaney@mylubbock.us](mailto:brendahaney@mylubbock.us)  
Telephone: 806.775.2335

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

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

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

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

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

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

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

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

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

F. Construction and Venue.

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

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

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

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

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

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

L. Notice of Waiver. A waiver by either the City or the Engineer of a breach of this Agreement must be in writing and duly authorized to be effective. In the event either party shall execute and deliver

such waiver, such waiver shall not affect the waiving party's rights with respect to any other or subsequent breach.

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

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

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

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

Q. Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract

that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY**

**EXECUTED** as of the Effective Date hereof.

**CITY OF LUBBOCK**

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

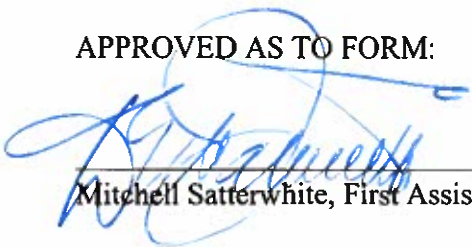
ATTEST:

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

APPROVED AS TO CONTENT:


  
\_\_\_\_\_  
City Department Head

APPROVED AS TO FORM:

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

Firm

Parkhill

By:   
\_\_\_\_\_  
Robert H. (Holly) Holder, P.E.  
Environmental Sector Director



**Texas Government Code Subtitle F, Title 10, Chapter 2271**

I, Robert Holly Holder (Person name), the undersigned representative of

PARKHILL

(hereafter referred to as company)

Pursuant to Section 2271.002, applies only to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

Verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Lubbock acting by and through City of Lubbock.

August 5, 2021  
Date

Robert Holly Holder  
Authorized Signature



July 27, 2021

Ms. Brenda Haney, PE  
 Director of Solid Waste  
 City of Lubbock  
 1314 Avenue K  
 Lubbock, TX 79401

Re: Lubbock Transfer Station Proposed Fee and Scope of Services

Dear Ms. Haney:

Our proposed scope of services is attached to this letter and outlines what we believe to be the services required to assist you achieve your goal of operating a solid waste transfer station. In summary, we will be evaluating three potential sites and then preparing and obtaining a Texas Commission on Environmental Quality (TCEQ) operating permit followed by all professional services to assist in plan preparation, bidding and construction phase administration and onsite observation. The phases are outlined below with a more detailed scope of each in the following attachment.

The project will be developed in three Phases. Phase I will be the project site location and architectural building programming. Phase II will consist of all work necessary to prepare a TCEQ permit, have it evaluated and then submitted to TCEQ for review. Costs for responding to TCEQ will be determined following receipt of their comments and subsequently approved by City of Lubbock. These two phases are scheduled to begin in fiscal year 2021 extending through fiscal year 2022, concluding in fiscal year 2023. Phase III will begin in late fiscal year 2022 and will continue through fiscal year 2023. Costs for Phase III will be developed during Phase I architectural programming and submitted at the conclusion of Phase I. The three phases are discussed in more detail below.

Phase I will consist of two primary tasks, 1 and 2. Task 1 will evaluate three different site options and provide the city with a recommended development plan for each site. Task 2 will consist of an architectural programming effort to define the building needs and size along with elevations sketches. At the conclusion of Phase I, and with an acquired site, the project will proceed to Phase II.

Phase II has three tasks (3, 4, and 5), with Task 3 developing the necessary documentation to obtain a TCEQ Type V Operating Permit. Task 4 will involve a third-party review by a City of Lubbock approved legal team that specializes in TCEQ permits as a subconsultant to Parkhill. Task 5, covers potential public meetings and potential contested case hearings with TCEQ.

Fees for Phase I, Task 1 Site Evaluations and Task 2 Architectural Programming, as well as Phase II, Task 3 Permitting have been prepared and submitted with this letter. Fees for Tasks 4 and 5 will be developed at the conclusion of Task 3 and are therefore not provided at this time.

Phase III consists of architectural / engineering plans and specifications development and continues through construction. Fees for Phase III professional services including design, bid and construction phase services (Tasks 6, 7 and 8) will be developed during the Architectural Programming Phase I, Task 2.

PHASE I – SITE EVALUATION, ARCHITECTURAL PROGRAMMING  
 TASK 1 – EVALUATION OF THREE SITES  
     SUBTASK 1A – EXISTING TRAFFIC OVERVIEW  
     SUBTASK 1B – ARCHAEOLOGICAL AND ENVIRONMENTAL SERVICES  
 TASK 2 – ARCHITECTURAL BUILDING PROGRAMMING

PHASE II – PERMITTING  
 TASK 3 – TCEQ TYPE V PERMIT  
 TASK 4 – LEGAL CONSULTANT REVIEW OF PERMIT AND POSSIBLE REVISIONS

Page 1 of 9

TASK 5 – TCEQ REVIEW RESPONSE AND PUBLIC MEETING  
SUBTASK 5A – CONTESTED CASE HEARING

PHASE III – PROFESSIONAL DESIGN AND CONSTRUCTION PHASE SERVICES  
TASK 6 – ARCHITECTURAL AND ENGINEERING PLANS & SPECIFICATIONS  
TASK 7 – BIDDING AND CONSTRUCTION CONTRACT AWARD  
TASK 8 – CONSTRUCTION PHASE

Fees for the proposed tasks are as follows. Note that we have divided this up into fiscal years as a starting point. These may slide one way or another in order to suit your budgeting criteria.


PHASE	TASK	DESCRIPTION	FEE	DAYS
<b>Fiscal Year 2021 (carry over into FY 2022)</b>			<b>\$129,233</b>	
I	1	Evaluation of Three Sites	\$73,435	100
	1A	Existing Traffic Overview	\$8,625	
	1B	Archaeological and Environmental Services	\$8,050	
	2	Architectural Building Programming	\$39,123	
<b>Fiscal Year 2022 (carry over into FY 2023)</b>			<b>\$351,300</b>	
II	3	TCEQ Type V Permitting & Surveying		300
		Part 1 – Engineering	\$35,526	
		Part 2 – Engineering	\$97,889	
		Part 2A – Surveying	\$28,750	
		Part 2B – Traffic Study	\$17,250	
		Part 2C - Environmental	\$30,360	
		Part 3 – Engineering	\$84,134	
		Part 4 – Engineering	\$57,391	
	4	Legal Consultant Review of Permit and Possible Revisions	TBD	TBD
	5	TCEQ Review Response and Public Meeting	TBD	
	5A	Contested Case Hearings	TBD	
<b>Fiscal Year 2023 (carry over into FY 2024)</b>			<b>TBD</b>	
III	6	Architectural and Engineering Plans & Specifications	TBD	TBD
	7	Bidding and Construction Contract Award	TBD	
	8	Construction Phase	TBD	

We anticipate completing the Tasks 1, 2 and 3 in the number of days shown in the above table from our receipt of your notice-to-proceed.

Thank for this opportunity to work with you, your staff and the citizens of Lubbock. Feel free to call me if you have any questions or requested revisions. You may call my office at 806.473.3526 or my cell at 806.781.8832.

Sincerely,

PARKHILL

By   
Robert H. (Holly) Holder, PE  
Environmental Sector Director

RHH/pg  
Enclosures

EXHIBIT A  
City of Lubbock, Texas  
Solid Waste Management Department (SWMD)  
Transfer Station Development  
Proposed Scope of Service

## SCOPE OF SERVICES

### PHASE I – SITE EVALUATION, ARCHITECTURAL PROGRAMMING

#### Task 1 – Evaluate three previous study sites and determine feasibility for each.

- Investigate adequacy of existing roads and any necessary improvement.
- Determine utility extensions required.
- Evaluate site conditions and issues for development.
- Prepare site layout for each.
- Evaluate possible issues during permitting.
- Assist SWMD in City Council or other public briefings.
- Prepare Report of Findings with Opinion of Probable Construction Cost (OPCC).

Task 1 Fee:	\$73,435	Engineering
Task 1A Fee:	\$8,625	Existing Traffic Overview
Task 1B Fee:	\$8,050	Archaeological and Environmental Services

#### Task 2 – Architectural Building Programming

- A/E will conduct a kickoff meeting with Owner to review and approve the following:
  - Scope of Work.
  - Preliminary Schedule.
  - Project Budget.
- A/E will, at kickoff meeting, conduct an input workshop to collect from Owner relevant information concerning the site, program, goals, aesthetics preferences, as well as collection of data including site survey.
- A/E will prepare a Preliminary Program of Spaces based on information provided at kickoff meeting, and prepare a Conceptual Space Layout. Deliverables will include:
  - Program list of spaces.
  - Floor Plan.
  - Site Plan.
  - One building elevation.
- A/E will conduct a meeting with Owner to review Preliminary Program of Spaces and Conceptual Space Layout. Revisions to these documents will be discussed during this meeting.
- A/E will prepare a revised Program of Spaces, Conceptual Space Layout, and exterior image. Deliverables will include:
  - Revised program list of spaces.
  - Revised Floor Plan.
  - Revised Site Plan.
  - Two building elevations.
  - One exterior perspective image.
- A/E will conduct a final review meeting with Owner to present a Final Program of Spaces, Conceptual Space Layout, and final exterior image. A/E will prepare and present an OPCC based on these final documents and review OPCC with Owner.

Task 2 Fee:	\$39,123
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## PHASE II – PERMITTING

### Task 3 – Texas Commission of Environmental Quality (TCEQ) Permit

#### ▪ Part 1

##### • Facility location and general map preparation:

- Prepare maps that demonstrate facility's general location for facility to be identified and accessed.
- Adjacent Landowner information gathering and map preparation.
- Prepare map that identifies Landowner adjacent to proposed facility. Prepare a document that identifies each adjacent landowner and provides contact information for each Landowner.

Task 3, Part 1 Fee: \$35,526

#### ▪ Part 2

##### • Waste Acceptance Plan:

- Prepare a Waste Acceptance Plan that identifies primary waste generators and define expected types of waste from waste generator. Estimate quantity of each defined waste from each generator produced on a daily and annual basis. Project growth in waste volume over the next five years based on established population growth trends for the region. Identify size of the largest single quantity of waste that will be temporarily stored at facility in the next five years and estimate maximum time waste will be stored at facility before transport.
- Site location adequacy analysis.
- Identify local topography, flood plains, general site geology, surface water, and surrounding area to confirm conformance with 30 TAC §330.61.
- Correspondence with state and federal agencies.
- Coordinate with Texas Department of Transportation (TxDOT), Texas Historical Commission (THC), Texas Parks & Wildlife Department (TPWD), United States Fish and Wildlife Service (USFWS), South Plains Association of Governments, and any local governments to confirm location of Type V Waste Transfer Station will not cause interference with agency's agenda.

Task 3, Part 2 Fee: \$97,889      Engineering

Task 3, Part 2A Fee: \$28,750      Surveying

Task 3, Part 2B Fee: \$17,250      Traffic Study

Task 3, Part 2C Fee: \$30,360      Environmental

#### ▪ Part 3

##### • Facility Design:

- Prepare a Site Layout that includes location of storage and transfer units that allow for facility access and waste movement. Site Layout must also control water pollution and protect endangered species.
- Drainage Analysis
  - Prepare Drainage Report that demonstrates facility construction will not adversely affect site drainage patterns or runoff flows. Design drainage structures to mitigate adverse changes in site drainage patterns or maximum runoff flows, if required.

##### • Closure and Post Closure

- Prepare a Closure and Post Closure Plan for facility to permanently stop accepting waste and maintain facility in accordance with 30 TAC §330.63(j) and §330.63(i). Prepare Cost Estimate for the actions to complete the Closure and Post Closure Plan and assist Lubbock in preparing documentation that demonstrates Owner's financial assurance to be financially able to complete the Closure and Post Closure Plan.

Task 3, Part 3 Fee: \$84,134      Engineering

#### ▪ Part 4

##### • Site Operating Plan

- Prepare a Site Operating Plan (SOP) that conforms to requirements of 30 TAC §330 Subchapter E: Operational Standards for Municipal Solid Waste Storage and Processing Units. SOP contains information on daily operations at the facility including waste acceptance and analysis, generated waste management, general operations, health and safety procedures in the event of a hazard, and mitigation of nuisances such as noise, vectors, and odor.

Task 3, Part 4 Fee: \$57,391      Engineering

#### Task 4 – Legal Consultant Review of Permit and Possible Revisions

- Engage services of legal environmental specialists to review permit prior to submission to TCEQ. Attorney to be approved by SWMD prior to contracting.

Fee: TBD

#### Task 5 – TCEQ Response and Public Meeting

- Prepare responses to two TCEQ formal review comment letters and submit for review. Anticipate one potential TCEQ Public Meeting and two preparatory meetings with SWMD. This is not a contesting case hearing.
  - Assist with meetings as needed.
  - Prepare exhibits for meetings.
  - Coordinate with legal subconsultant.
  - Attend TCEQ public meeting.
  - Prepare response to proposed TCEQ revisions to permit following meetings.

Fee: TBD

#### Task 5A – TCEQ Contested Case Hearings

- Should the TCEQ determine that a contested case hearing is warranted due to public request, Parkhill will assist and be prepared to testify on the City's behalf.
  - Assist with hearing.
  - Prepare exhibits for meetings.
  - Coordinate with legal subconsultant.
  - Attend TCEQ contested hearing.
  - Prepare response to proposed TCEQ revisions to permit following hearing.

Fee: TBD

### PHASE III – PROFESSIONAL DESIGN AND CONSTRUCTION PHASE SERVICES

#### Task 6 – Architectural and Engineering Design

- General Tasks:
  - Programming phase.
  - Schematic Design.
  - Design Development.
  - Construction Documents.
  - Computer Generated Renderings.
  - Estimated OPCC.
- Services to be Provided:
  - Geotechnical Investigations for foundation design.
  - Civil site engineering.
  - Architectural design.
  - Structural, electrical, and mechanical systems.
  - Landscape architecture.
  - Texas Department of Licensing and Regulation (TDLR) document submission.

Fee: TBD

## Task 7 – Bidding Phase

- General Tasks:
  - Develop Bidding Schedule.
  - Assist City with Bid Advertisement.
  - Attend Prebid Meeting.
  - Respond to Contractor's questions with Addenda.
  - Attend Bid Opening.
  - Evaluate Contractor's experience and make recommendation to City.

Fee: TBD

## Task 8 – Construction Phase

- General Tasks:
  - Assist City with Contract Documents.
  - Prepare pre-construction meeting agenda.
  - Attend pre-construction meeting and issue notes and action items. Conduct periodic site visits by Design Professional as Work progresses.
    - Minimum one visit per month by Design Professional to observe Work under their direction.
  - Provide services of Resident Project Representative (RPR).
    - RPR observes Contractor's progress and reports to Design Team.
    - Upload daily observations in database that is visible to all team members including City, Contractor, and Design Team.
  - Attend monthly progress meetings.
    - Prepare agenda and participate in meeting.
    - Review Contractor's Work progress.
    - Review Contractor's pay request and make recommendation on payment.
    - Notify Contractor of issues or concerns observed by Design Professional.
  - Final walk-through and closure.
    - Coordinate and attend final walk-through with Contractor.
    - Coordinate commissioning of systems with Contractor.
    - Prepare punch list of items requiring attention of Contractor to complete.
    - Coordinate Final Pay Application and all required closeout duties such as warranty documents, Certificates of Completion, and notice of all bills paid as required by Construction Contract with City.
    - Coordinate final inspection by TDLR for accessibility compliance.
    - Assist in obtaining Certificate of Occupancy.

Fee: TBD

EXHIBIT A-1 - Transportation Scope of Services – R2M No. 21 – 5246  
July 27, 2021

## SCOPE OF SERVICES

### Phase I, Task 1A – Transportation Evaluation

- Complete site inspection of existing roadways that will access the site (look at pavement width and condition considering the number of garbage trucks and transfer vehicles that will impact the road including turning radius and potential traffic weaving movements needed). Determine utility extensions required.
- Check with City of Lubbock, Metropolitan Planning Organization (MPO) and TxDOT on traffic counts on surrounding roads, and closest intersections or any MPO studies on projected volumes and determine estimated impact (increased % traffic) on adjacent roadways and intersections.
- Site Analysis of each site, coordination, Letter Report (Based on the above assumptions) R2M would:
  - Site review of 3 sites and existing traffic data collection. City of Wolfforth may need to be contacted for Site A.
  - Discuss with TxDOT Lubbock SWMD Director preliminary assessment and estimated impact on TxDOT facilities and determine if additional information and analysis will be need for them at this stage and next stage for them to provide a letter on their review for permitting.
  - Brief letter report of each site based on the two bullet points above, explaining estimated traffic impacts for each location based on projected trip data to and from the site.
  - Answer any questions and meet with City staff to discuss letter report.
- Fee: \$8,625.00

### Phase II, Task 3, Part 2B – Permitting Transportation Analysis

- R2M to perform Synchro model capacity analysis for peak and off-peak (if needed) conditions for selected site and potentially impacted intersections within 1 mile, with detailed existing traffic counts including turning movements to be provided by City of Lubbock Traffic Operations at impacted intersections within 1 mile of site or agreement on MPO data and estimated turning movements.
- R2M will evaluate the present, and 20-30-year traffic volume projections (based on MPO traffic models, and projected Transfer Station volumes).
- Develop traffic assessment draft report and review with City of Lubbock and possibly City of Wolfforth, TxDOT, and TCEQ.
- Finalize traffic assessment report and submit to prime with word document where key portions can be extracted for inclusion in permit application.
- Fee: \$17,250.00 (does not include new traffic counts, to be provided by City or additional subconsultant).





EXHIBIT A-2 – Scope of Services For  
Lubbock Transfer Station Environmental Services  
Prepared for Parkhill, Inc.  
July 27, 2021

## SCOPE OF SERVICES

This scope of services describes work to be performed by Cox | McLain Environmental Consulting, Inc. (CMEC) to evaluate an approximately 140-acre property located in Lubbock County, Texas. CMEC proposes the following tasks be addressed for the transfer station assessment (described below). Any tasks not described below, or for which zero hours are shown, are not included in the cost estimate but may be addressed under a separate work authorization. *Note: The Engineer will be responsible for obtaining right-of-entry and providing relevant parcel boundary information to CMEC prior to any field investigations.*

### Phase I, Task 1B – Constraints Analysis – Three Sites

- This task will include a summary of recorded wetland/NWI data, a threatened and endangered species habitat assessment, summary of recorded cultural resources sites, completion of a hazardous materials database search and a brief technical memo providing an evaluation of potential regulatory constraints or fatal flaws associated with project development on each of the three preliminary sites. The scope does not include any archeological survey, Phase I ESA, presence/absence surveys for listed species or any formal permitting coordination with the U.S. Fish and Wildlife Service (USFWS), the Texas Parks and Wildlife Department (TPWD), the U.S. Army Corps of Engineers, or other regulatory agencies. The evaluation will be based on published information and the results of a brief field visit. CMEC staff will communicate with Parkhill staff as needed by telephone.
- Fee: \$8,050.00

### Phase II, Task 3, Part 2C.1 – Identify Potential Threatened and Endangered (T&E) Species and Ecological Issues

- The potential for impacts to threatened and endangered species will be evaluated and summarized in a technical memo, based on a brief field visit and the results of a TPWD file search (Natural Diversity Database {NDD} site data) and a review of the U.S. Fish and Wildlife Service County list. Vegetative communities on the tract will be characterized with respect to their habitat potential. This scope does not include any presence/absence surveys, or coordination with regulatory agencies.
- The final product of this scope of services will be a technical memorandum summarizing the data collected and evaluating the potential for encountering regulatory or permitting issues related to threatened or endangered species in association with facility operation. Note that any compliance-related activities or formal coordination with resource agencies would be carried out under an additional scope and budget.
- Fee: \$4,830.00

### Phase II, Task 3, Part 2C.2 – Delineation of Wetlands and Other Waters of the U.S.

- To assist in compliance with Section 404 of the Clean Water Act, the project area will be evaluated for the potential occurrence of any waters of the U.S., including wetlands, subject to the jurisdiction of the U.S. Army Corps of Engineers (USACE). Background information maintained by state and federal regulatory agencies will be reviewed to determine the location of any potential jurisdictional water features within or adjacent to the project area. CMEC wetland specialists will perform wetland evaluations in all areas potentially affected by the proposed project, to identify areas that may be under the jurisdiction of the USACE. The boundaries of all wetlands and other jurisdictional waters affected by the project will be field-delineated following protocols developed by the USACE. CMEC would coordinate a field investigation with Parkhill to provide right-of-entry. A technical memorandum detailing the findings of the jurisdictional determination will be prepared, suitable for submittal to the USACE. A letter requesting concurrence from the USACE regarding the presence of jurisdictional waters on the property will be prepared and submitted. Note that any further regulatory coordination (such as a Corps field visit) or work in pursuit of a Section 404 permit would require an additional scope and budget.

- The final product of this scope of services will be a memorandum summarizing the data collected and evaluating the potential for encountering regulatory or permitting issues related to wetlands or other waters of the U.S. subject to USACE jurisdiction in association with operation of the landfill. Note that any Section 404 compliance-related activities or permit coordination with resource agencies would be carried out under an additional scope and budget.
- Fee: \$5,980.00

## Phase II, Task 3, Part 2C.3 – Archeological Survey

- The goal of the archeological survey is the receipt of a review letter from the Texas Historical Commission (THC) documenting compliance with the Antiquities Code of Texas (Chapter 191 of the Natural Resources Code). Prior to archeological fieldwork, CMEC proposes to conduct database and map searches for archeological and historic resources (e.g., cemeteries, archeological sites, historical markers, and resources listed on the National Register of Historic Places [NRHP] or as State Archeological Landmarks [SALs]) using the THC's online Atlas and other sources, as appropriate, and use the results to submit an archeological permit application to the THC. The scale of the field investigation is assumed to be at the Phase I intensive-survey level (Category 2 under 13 TAC 26.20). The study will involve pedestrian survey (with shovel testing as needed) of a project area of approximately 140 acres. Due to the setting of the tract, up to two days of mechanical trenching is anticipated. Field methods will comply with the requirements of 13 TAC 26.20, as elaborated by the THC and the Council of Texas Archeologists (CTA). In addition, this investigation will evaluate archeological resources for their potential NRHP/SAL eligibility (13 TAC 26.12). Reporting of results, including preliminary NRHP/SAL evaluations of any identified archeological resources, will comply with THC and CTA guidelines and will be coordinated with the THC and the Client per the terms of the archeological permit.
- Exclusions: Historic-resources background or field study at any level, NRHP nominations, HABS/HAER documentation, archeological monitoring, testing, or data recovery, human remains evaluation/coordination/removal. All excluded services could be provided under separate scope/budget.
- Fee: \$19,550.00
- Total Task 3, Part 2C.1, 2C.2, and 2C.3 Fee: \$30,360.00

## Assumptions

- Task 1, detailed studies will be performed on the parcel selected for further evaluation. For budgetary purposes, the largest parcel (C) was assumed to be the preferred option. Task 2 would only be initiated following a specific notice to proceed.
- Assumes total project footprint of approximately 140 acres.
- Assumes no impact to NRHP-listed or eligible historic building/structures in the area, due to the nature of the project; no assessment of such resources by a professional historian is included.
- Deliverables include a brief technical memo summarizing potential T&E issues, a wetland delineation report, and an archeological survey report.
- The proposed site is assumed to be privately owned at the time of the archeological coordination and survey; therefore, CMEC assumes that collection/curation of artifacts would not be required.
- Assumes a state-only regulatory nexus for archeological compliance.
- Assumes that Parkhill and/or the Client negotiates/provides right-of-entry such that the archeological field study could be completed in one trip. If access is not available, a reasonable and good-faith effort will be made to document inaccessible parcels from accessible parcels and/or public ROW.
- Coordination letters to the USFWS or TPWD would be prepared under an additional scope and budget.
- The Project engineer will provide appropriate information (including maps) to CMEC prior to any field investigations.
- No formal presence/absence surveys for threatened or endangered species are included at this stage. No regulatory coordination under Section 7 or Section 10(a) of the Endangered Species Act will be conducted.
- No Section 404 wetland permit preparation or coordination (other than the letter requesting a jurisdictional determination) is included in this fee.
- Additional exclusions: right-of-entry coordination; Section 4(f) services; historic resources reconnaissance, intensive study, NRHP nominations, or HABS/HAER documentation; archeological monitoring, testing, or data recovery; archeological trenching; human remains evaluation, coordination, removal, or reinterment; or artifact processing, detailed analysis, or curation. All excluded services could be provided under separate scope/budget.
- Services described as omitted from this proposal in the discussion above, are not included in the current scope and budget but can be provided under a separate scope and budget/work authorization.



# Scoring Summary

## Active Submissions

	Total	1. PROJECT TEAM ORGANIZATION AND QUALIFICATIONS (30 Points)	2. EXPERIENCE ON SIMILAR PROJECTS	3. PROJECT APPROACH	4. OVERALL RESPONSIVENESS TO THE RFQ
Supplier	/ 100 pts	/ 35 pts	/ 35 pts	/ 20 pts	/ 10 pts
Parkhill Lubbock, TX	92 pts	32 pts	32 pts	18 pts	10 pts
Weaver Consultants Group Fort Worth, TX	73.33 pts	26 pts	25 pts	13.33 pts	9 pts



## **Purchasing and Contract Management**

### **Project Summary**

#### **RFQ 21-15866-MA Engineering Services Solid Waste Transfer Station Engineering Land Acquisition and Construction Oversight**

Notice was published on the Purchasing Web Site under Bid Opportunities

Notice was published on Bonfirehub.com from April 25, 2021 through May 26, 2021

Notice was published on BidSync.com from April 26, 2021 through May 26, 2021

36 viewed using Bonfirehub.com

34 viewed using BidSync.com

15 Firms downloaded the documents.

89 Firms were notified separately.

2 Firms submitted statements of qualifications.

**City of Lubbock, TX  
Capital Project  
Project Cost Detail  
August 10, 2021**

Capital Project Number: 92698  
Capital Project Name: Solid Waste Transfer Station

	<b>Budget</b>
<i>Encumbered/Expended</i>	<b>92698</b>
	<u>\$ -</u>

*Agenda Item August 10, 2021*

Parkhill Contract Number 15866	129,233
<b><i>Encumbered/Expended to Date</i></b>	<u>129,233</u>

*Estimated Costs for Remaining Appropriation*

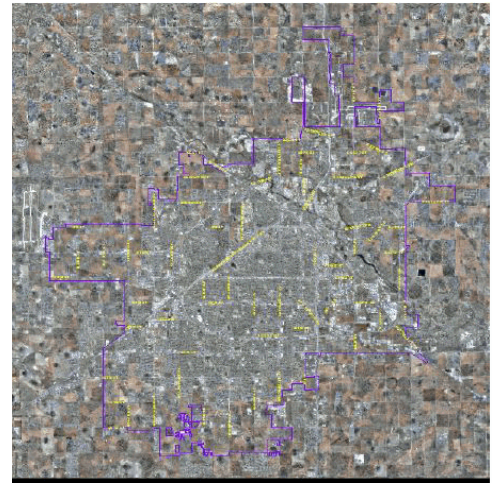
Solid Waste Transfer Station	50,767
<b><i>Remaining Appropriation</i></b>	<u>50,767</u>
<b>Total Appropriation To Date</b>	<u><u>\$ 180,000</u></u>

*Managing Department*      **Solid Waste Disposal**

*Project Manager*          **Brenda Haney**

*Project Classification*      **New Facility**

*Project Status*              **Approved**



#### *Project Scope*

The Solid Waste Department has completed the initial evaluation of the value and cost savings of a transfer station. This study identified the general area to site a transfer station that would provide the greatest increase in route efficiency and therefore provide the greatest return on investment. This project provides for the remaining phases of the transfer station/public works service center project including siting, permitting, design and construction. There is also a great need to move other public works operations closer to service areas. Currently almost all Public Works Operations departments in the City organization report to the Northeast side of town and disperse to various locations all over the community with large trucks and construction equipment. This project would provide a substantial saving in fuel, vehicle, and equipment maintenance budgets and it would be a more efficient use of time and a better customer response for our field operations. Departments that would benefit from a satellite Public Works Operation Center are Paved Streets, Alley Maintenance, Street Sweepers, Water and Sewer Pipeline Maintenance, Wastewater Collection and Metering, and Customer service. There will probably be substantial interest from LP&L field operations also.

The next phase of the project is to perform a detailed analysis of potential sites for the new facility and then evaluate each of them. This will conclude with a recommended site for purchase. Following purchase of the land, the engineers will perform an initial design and permitting work to secure the transfer station permit from the TCEQ. Once the permit is received, construction plans and specifications will be prepared and the construction will commence. It is expected to take about 3-5 years to complete the entire process depending on permitting time and any difficulties acquiring land.

RFQ Issued: April 2021  
Award Engineering: June 2021  
Evaluate/Select/Acquire Site: Feb 2022  
Prepare TCEQ Permit: October 2021  
Submit Permit to TCEQ: April 2022  
TCEQ Review & Approval: April 2023  
Public Hearing: February 2023  
Facility Design: September 2022  
Project Bid: September 2023  
Project Award: December 2023  
Construction: January 2024  
Operational: March 2025

Timeline for design and construction is contingent on TCEQ review period and if the permit is contested. Time shown is based on average review time and no contest of the permit.

#### *Project Justification*

Currently, solid waste collection vehicles leave the collection route and travel to the West Texas Regional Disposal Facility in Abernathy to dispose of the waste. Each trip to the landfill can take up to 1 1/2 hours and each collection vehicle is making between 2 and 4 trips per day to the landfill. The analysis of the economic feasibility of a transfer station has been completed and it is evident that there are potential savings and operational efficiencies gained.

#### *Project History*

CIP 8636 was combined with CIP 92698 in the FY 2021-22 Budget.  
\$50,000 was appropriated in the FY 2018-19 Budget, Ord. No. 2018-00109, October 1, 2018.  
\$180,000 was appropriated in the FY 2020-21 Budget, Ord. No. 2020-00123, October 1, 2020.





**Regular City Council Meeting**

**6. 8.**

**Meeting Date:** 08/10/2021

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**Information**

**Agenda Item**

**Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Contract 15853, and all related documents, between the City of Lubbock Community Development Department and Civitas Consulting, LLC, for Professional Services and consulting regarding U.S. Department of Housing and Urban Development grants.

**Item Summary**

This contract is for professional services and consulting by Civitas Consulting, LLC, to the City of Lubbock Community Development (CD) Department. Consultation will be for U.S. Department of Housing and Urban Development (HUD) entitlement grants that include Community Development Block Grants (CDBG), HOME Investment Partnerships Grants (HOME), and Emergency Solutions Grants (ESG).

The Request for Qualifications (RFQ) was issued on April 25, 2021. In response to RFQ 21-15853-MA, 5 firms submitted responses. An evaluation committee used criteria of Project Team Organization and Qualifications (40%), Experience on Similar Projects (20%), Project Approach (30%), and Overall Responsiveness to the RFQ (10%). The resulting scores are as follows:

<b>Firm</b>	<b>Score (Possible 100)</b>
Civitas, LLC Mount Pleasant, South Carolina	96.00
Northeast & Bucks Company T/A Mullin & Lonergan Associates Brooklyn, New York	65.50
National Development Council Pittsburgh, Pennsylvania	63.00
Root Policy Research Denver, Colorado	59.25
Community Planning Insights, LLC Dayton, Ohio	55.00

Based on the scores, the contract was awarded to the highest ranked firm, Civitas, LLC, of Mount Pleasant, South Carolina, for an annual not to exceed amount of \$100,000.

**Fiscal Impact**

This multi-year contract is not to exceed \$100,000 per year; however, there is no fiscal impact on the General Fund, as grant administration funding will pay for this agreement.



**Staff/Board Recommending**

Bill Howerton, Deputy City Manager

Karen Murfee, Director of Community Development

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**Attachments**

Resolution

Civitas Consultant Contract

Civitas Project Summary

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**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Professional Services Agreement No. 15853 for Community Development HUD Consultant Services, by and between the City of Lubbock and Civitas, LLC of Mount Pleasant, South Carolina, 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

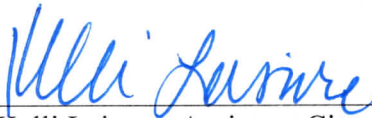
ATTEST:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Karen Murfee, Director of Community Development

APPROVED AS TO FORM:

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

## **PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement (“Agreement”) Contract No. 15853 is entered into this \_\_\_ day of \_\_\_\_\_, 2021, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Civitas, LLC, (the” Consultant”).

### **WITNESSETH**

**WHEREAS**, The City desires to contract with the Consultant to provide professional services for Community Development HUD Consultant Services, (the “Activities”); and

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

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

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

### **ARTICLE I. TERM**

The term of this Agreement commences on the Effective Date and continues without interruption for a term of three (3) years, with the option of two (2), one-year extensions. An amendment to this Agreement resulting in an increase in the amount of consideration must be approved by the City acting through its governing body.

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

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

B. The Consultant shall receive as consideration to be paid for the performance of the Services, on an as needed basis, for amounts as set forth in Exhibit "B" this is a multi-year contract not to exceed \$100,000 per year.

## **ARTICLE III. TERMINATION**

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

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

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

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

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

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

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

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

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

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

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

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

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



or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

#### **ARTICLE VIII. INSURANCE**

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

**Commercial General Liability:**

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

General Aggregate Limit: \$2,000,000

**Professional Liability:**

Combined Single Limit: \$2,000,000

**Automobile Liability:**

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

**Employer's Liability:**

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

**Worker's Compensation**

Per Occurrence Single Limit: \$500,000

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

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

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

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

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

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

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

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

## **ARTICLE XI. INDEMNITY**

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

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

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

## **ARTICLE XIII. NOTICE**

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

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

Civitas, LLC  
Karl Erich Chatham, Owner  
600 Salty Alley  
Mount Pleasant, SC 29464  
Telephone: (404) 408-1256  
Email: [erich.chatham@civitassc.com](mailto:erich.chatham@civitassc.com)



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

Karen Murfee, Community Development Director  
City of Lubbock  
P.O. Box 2000  
Lubbock, Texas 79457  
Email: kmurfee@mylubbock.us  
Telephone: 806-775-2282

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

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

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

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

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

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

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

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

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

F. Construction and Venue.

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

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

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

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

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

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

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

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

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

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

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

Q. Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

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**EXECUTED** as of the Effective Date hereof.

**CITY OF LUBBOCK**

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


ATTEST:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Karen Murfee, Community Development Director

APPROVED AS TO FORM:

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

Civitas, LLC

By: 

\_\_\_\_\_  
Karl Erich Chatham, Owner

**City of Lubbock, TX  
CD Consultant Services  
Request for Qualifications  
Contract Number – 15853**

**EXHIBIT - A**

Scope of Work:

Consulting firm or individual shall be effected in accordance with guidelines adopted by the City of Lubbock, through the following activities:

Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME) and Emergency Solutions Grant (ESG):

1. Affirmatively Furthering Fair Housing (AFFH)
2. Annual Action Plan
3. Annual CAPER
4. 5 Year Consolidated Planning
5. Historical and background research
6. Fair Housing law review and Analysis
7. Community Profiles
8. Assessment of community attitudes
9. Analysis of current, housing policies
10. Review of possible fair housing barriers in developing policies
11. Identification of Fair Housing Impediments
12. Assessment and Analysis
13. Recommendations and Final Reporting
13. Citizen Participation Plan and Consultation
14. Executive Summary
15. Community Profiles
16. Housing Market Analysis and Housing Needs Assessment
17. Homeless Needs Assessment
18. Non-Homeless Special Needs Assessment
19. Community Development Needs
20. Current HUD National Objective and Guidelines
21. Housing and Community Development Five-Year Strategic Plan
22. Prep for HUD Monitoring

Staff Training of HUD grant programs reporting systems

1. IDIS
2. Sage
3. HEROS

Additional Assistance

1. Assist with departmental procedures/processes development
2. Organization change with respect to processes/policy changes
3. Strategic Planning to accomplish long term goals
4. Recognize Program Income/Match Requirements

*KGC*

## EXHIBIT -B

### Proposed Fees

#### **Rates**

Civitas will be available on an as needed basis at the following hourly rates:

Senior Consultants - \$150/hr.

Operations/Specialists - \$115/hr.

Assistants - \$85

Should staff request site visits, each site visit will be billed at the following all-inclusive rates:

½ Day Site Visit --- \$2,500 (up to 4 hours)

1 Day Site Visit --- \$3,500 (4 to 8 hours)

2 Day Site Visit --- \$4,500 (8 hours each day)

The below details and cost for environmental reviews.

*KAC*

## Environmental Review: Timeframe and Costs

Our staff always strives to complete the environmental reviews as quickly as possible. The following time estimates assume that the statutorily allowed timelines from SHPO, THPO, and other organizations are used fully. Often, the projects can be returned much sooner.

Level of Review	Estimated Total Cost	Estimated Time to Complete
Exempt	\$200	1-2 days
Categorically Excluded Not Subject To (CENST)	\$200	1-2 days
Categorically Excluded Subject To (CEST)	\$2,500	30-40 days
Additional Site (CEST)	\$200	N/A
Tier I CEST	\$2,500	45-60 days
Tier II CEST	\$800	14 days*
Environmental Assessment (EA)	\$3,500	45-60 days
Additional Site EA	\$400	N/A
Tier I EA	\$3,500	60-90 days
Tier II EA	\$1,200	14 days*
Environmental Impact Statement (EIS)**	Varies	Varies
<b>Additional Steps (When Required)</b>		
Noise Study	\$1,000	Additional steps should not add any additional time to the project.
5-Step Decision Making Process	\$400	
8-Step Decision Making Process	\$1,000	
<b>Additional Costs</b>		
Development of Environmental Review Policies and Procedures Manual	\$1,500	
On-Site Technical Assistance or Training (1-day)	\$2,500	
On-Site Technical Assistance or Training (each additional day)	\$1,000	

\*Timelines for Tier II reviews assume that SHPO/THPO concurrence was complete during the Tier I review. If concurrence was not obtained, then the project will require waiting the 30-day statutorily allowed waiting period for concurrence.

\*\*Due to the wide range of projects that can require an Environmental Impact Statement it is not feasible to provide a uniform timeline for this Level of Review. When specific information about the scope of the project is available, we will gladly provide a block quote or negotiate an hourly rate for completing the review.



## **Purchasing and Contract Management**

### **Project Summary RFQ 21-15853-MA Community Development HUD Consultant Services**

Notice was published on the Purchasing Web Site under Bid Opportunities

Notice was published on Bonfirehub.com from March 10, 2021 through April 6, 2021

Notice was published on BidSync.com from March 12, 2021 through April 6, 2021

28 viewed using Bonfirehub.com

50 viewed using BidSync.com

8 Firms downloaded the documents.

3 Firms were notified separately.

5 Firms submitted statements of qualifications.





**Regular City Council Meeting**

**6. 9.**

**Meeting Date:** 08/10/2021

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**Information**

**Agenda Item**

**Resolution - Community Development:** Consider a resolution adopting the recommendation of the Lubbock Housing Authority of the City of Lubbock, to grant the waiver of Payment in Lieu of Taxes for FY 2019-20.

**Item Summary**

In April 2003, the City Council amended the Cooperation Agreement dated August 24, 1995, between Lubbock Housing Authority (LHA) and the City of Lubbock concerning Payment in Lieu of Taxes (PILOT). The amendment allows the City Council to reconsider the request to waive the PILOT on an annual basis. Approval is based on the previous year's use of the waived taxes to ensure the funds were used towards affordable housing projects.

A review of the use of funds is conducted each year. For the time period beginning October 1, 2019 and ending September 30, 2020, net rental revenue collected by LHA was \$411,740.00. The U.S. Department of Housing and Urban Development (HUD) requires the City to approve a waiver of the PILOT on an annual basis. The PILOT is equivalent to 10 percent of rent, in this case \$41,174.00. The amounts retained by LHA will be used to enhance the properties of LHA. The amount to be waived is \$41,174.00.

**Fiscal Impact**

As a result of waiving the PILOT, \$41,174.00 will not be added as revenue to the General Fund of the City of Lubbock.

**Staff/Board Recommending**

Bill Howerton, Deputy City Manager

Karen Murfee, Director of Community Development

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**Attachments**

PILOT Resolution

PILOT Waiver letter and form

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**RESOLUTION**

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

**THAT** the City Council of the City of Lubbock hereby adopts the recommendation of the Lubbock Housing Authority (LHA) of the City of Lubbock to grant waiver of the Payment in Lieu of Taxes (PILOT) for FY 2019-2020. Said LHA PILOT Waiver Recommendation is attached hereto and incorporated into this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

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

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

**ATTEST:**

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

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Karen Murfee, Director of Community Development

**APPROVED AS TO FORM:**

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



# HOUSING AUTHORITY OF THE CITY OF LUBBOCK

1708 Crickets Ave Lubbock, Texas 79401 Main Office 806•762•1191

July 22, 2021  
Bill Howerton  
Assistant City Manager  
City of Lubbock  
PO Box 2000  
Lubbock, TX 79457

Re: PILOT

Bill,

Historically, the Lubbock Housing Authority has requested that the City of Lubbock waive the Payment in Lieu of Taxes (PILOT) calculated based on our rental income. Some years ago, the City Council requested documentation of the Housing Authority's capital improvement expenditures to show that the Lubbock Housing Authority was actively maintaining Lubbock's Public Housing units. Our PILOT documentation, form HUD-52267 is attached and the numbers are from our FY 2020 audit for the year ending on September 30, 2020.

The Lubbock Housing Authority (LHA) receives a formula grant on an annual basis for capital improvements. This grant is referred to as the Capital Fund Program or CFP. This grant amount varies from year to year depending on HUD's budget.

Total Capital Improvement Grant spending for LHA's Public Housing in the past year has been \$332,113 for 2020.

Once again, the Housing Authority of the City of Lubbock would request that the City Council waive our payment of the PILOT for FY 2020.

Sincerely,

A handwritten signature in blue ink that reads "Mike Chapman".

Mike Chapman  
Executive Director

# Computation of Payments in Lieu of Taxes

## U.S. Department of Housing and Urban Development Office of Public and Indian Housing

For Fiscal Year Ended 2020

OMB Approval No. 2577-0026 (Exp. 10/31/2009)

Public reporting burden for the collection of information is estimated to average .4 hours. This includes the time for collecting, reviewing, and reporting the data. The information will be used for HUD to ascertain compliance with requirements of Section 6(D) of the U.S. Housing Act, which provides for PHA exemptions from real and personal property taxes, and inclusion in the formula data used to determine public housing operating subsidies. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

<b>Name of Local Agency:</b> Lubbock Housing Authority	<b>Location:</b> Lubbock, TX	<b>Contract Number:</b> N/A	<b>Project Number:</b> All
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**Part I - Computation of Shelter Rent Charged.**

1. Tenant Rental Revenue (FDS Line 703)	\$ <u>623,452.00</u>	
2. Tenant Revenue Other (FDS Line 704)	<u>18,483.00</u>	
3. <b>Total Rental Charged</b> (Lines 1 & 2)		\$ <u>641,935.00</u>
4. Utilities Expense (FDS Line 931 - 939)		<u>-198,039.00</u>
5. Shelter Rent Charged (Line 3 minus Line 4)		<u>443,896.00</u>

**Part II - Computation of Shelter Rent Collected.** To be completed only if Cooperation Agreement provides for payment of PILOT on basis of Shelter Rent Collected.)

1. Shelter Rent Charged (Line 5 of Part I, above)		\$ <u>443,896.00</u>
2. Add: Accounts Receivable - Tenants (FDS Lines 126, 126.1, & 126.2) at beginning of fiscal year		<u>8,763.00</u>
3. Less: Tenant Bad Debt Expense (FDS Line 964)		<u>-27,767.00</u>
4. Less: Accounts Receivable - Tenants (FDS Lines 126, 126.1, & 126.2) at end of fiscal year		<u>-13,152.00</u>
5. Shelter Rent Collected (Line 1 plus Line 2 minus Lines 3 & 4)		<u>411,740.00</u>

**Part III - Computation of Approximate Full Real Property Taxes.**

(1) Taxing Districts	(2) Assessable Value	(3) Tax Rate	(4) Approximate Full Real Property Taxes

**Total** **0.00**

**Part IV - Limitation Based on Annual Contribution.** (To be completed if Cooperation Agreement limits PILOT to an amount by which real property taxes exceed 20% of annual contribution.)

1. Approximate full real property taxes	\$ _____
2. Accruing annual contribution for all projects under the contract	\$ _____
3. Prorata share of accruing annual contribution*	_____
4. 20% of accruing annual contribution (20% of Line 3)	_____
5. Approximate full real property taxes less 20% of accruing annual contribution (Line 1 minus Line 4, if Line 4 exceeds Line 1, enter zero)	\$ _____

**Part V - Payments in Lieu of Taxes.**

1. 10% of shelter rent (10% of Line 6 of Part I or 10% of Line 5 of Part II, whichever is applicable)**	\$ <u>41,174.00</u>
2. Payments in Lieu of Taxes (If Part IV is not applicable, enter the amount shown on Line 1, above, or the total in Part III, whichever is the lower. If Part IV is applicable, enter the amount shown on Line 1, above, or the amount shown on Line 5 of Part IV, whichever is lower.)	\$ _____

\* Same as Line 2 if the statement includes all projects under the Annual Contributions Contract. If this statement does not include all projects under the Annual Contributions Contract, enter prorata share based upon the development cost of each project.  
 \*\* If the percentage specified in the Cooperation Agreement or the Annual Contributions Contract with HUD is lower, such lower percentage shall be used.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

<b>Prepared By:</b> <i>Kris Schroeder</i>	<b>Approved By:</b> <i>Mike Chapman</i>
<b>Name:</b> Kris Schroeder	<b>Name:</b> Mike Chapman
<b>Title:</b> Finance Director	<b>Title:</b> Executive Director
<b>Date:</b> 07/22/2021	<b>Date:</b> 07/21/2021







**Regular City Council Meeting**

**6. 10.**

**Meeting Date:** 08/10/2021

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**Information**

**Agenda Item**

**Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor to execute Contract 15861, with Vehicle Maintenance Program, Inc., for automotive filters for Citibus.

**Item Summary**

Due to the ending of the Citibus automotive filter agreement, a new agreement is needed for the purchase of automotive filters, e.g. air, oil, fuel, A/C, etc., for all Citibus vehicles. The City of Lubbock issued ITB 21-15861-KM for automotive filters for Citibus, and five vendors submitted bids on the 78 items.

The responsive companies only bid on the items for the filters that they are able to provide. Bids were broken down into individual line items for lowest bidder of each item. Contracts are awarded by line item and unit price. Therefore, multiple contracts will be awarded for this bid. Contracts are awarded for one year, with 2 one-year extensions. The total amount of the award is estimated based on expected quantities and actual expenditures may differ depending on actual quantities purchased. The price per unit will not change. Only contracts that are expected to exceed \$50,000 over the life of the contract require City Council approval.

In response to ITB 21-15861-KM, bids were received and opened on May 21, 2021, and they are shown on the attached Bid Tabulation. Vehicle Maintenance Program, Inc., of Boca Raton, Florida, was the low bidder for Items 1, 3-5, 9, 12, 20, 22-25, 30, 32, 33, 37, 40, 41, 44, 47, 49-51, 53-58, 62, 64-66, 68, 70, 72-74, 76, and 77, totaling \$25,009 annually (\$75,027 for three years).

Texas Enterprises, Inc. dba United Oil & Grease, Kirk's Automotive, Inc., Arnold Oil Company, and IEH Auto Parts, LLC, were the 4 remaining bidders, as shown on the attached Bid Tabulation, and will be awarded separate contracts for the remaining items.

**Fiscal Impact**

The annual cost of this contract is \$25,009 (\$75,027 for 3 years) and is budgeted in the FY 2020-21 Citibus Budget.

**Staff/Board Recommending**

Bill Howerton, Deputy City Manager  
Chris Mandrell, General Manager of Citibus

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**Attachments**

Resolution - Vehicle Maintenance Program  
Contract 15861 (c) - Vehicle Maintenance Program Inc\_

Bid Tabulation for Citibus Filters  
Project Summary 15861 - Automotive Filters for Citibus

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**RESOLUTION**

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

**THAT** the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Service Contract No. 15861, as per ITB 21-15861-KM for automotive filter for Citibus, by and between the City of Lubbock and Vehicle Maintenance Program, Inc., of Boca Raton, Florida, 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.

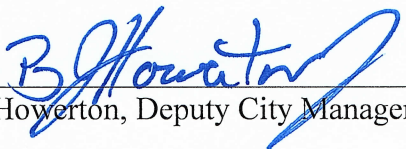
**Passed by the City Council on \_\_\_\_\_.**

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

**ATTEST:**

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

**APPROVED AS TO CONTENT:**

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

**APPROVED AS TO FORM:**

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

**City of Lubbock, TX**  
**Contract for**  
**Automotive Filters for Citibus**

**THIS CONTRACT** made and entered into this \_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Lubbock ("City"), and **Vehicle Maintenance Program, Inc.**, ("Contractor").

**WITNESSETH:**

WHEREAS, the City of Lubbock duly advertised for bids for Automotive Filters for Citibus 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 Automotive Filters for Citibus.

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, Automotive Filters for Citibus and more specifically referred to as Attachment A 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, with the option of two, one 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 rate 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 THE CITY.**

**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
<b>GENERAL LIABILITY</b>	
<input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Other	General Aggregate <u>\$1,000,000</u>
<input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence	Products-Comp/Op AGG <u>X</u>
<input type="checkbox"/> W/Heavy Equipment	Personal & Adv. Injury <u>X</u>
<input checked="" type="checkbox"/> To Include Products of Complete Operation Endorsements	Contractual Liability <u>X</u>
	Fire Damage (Any one Fire) _____
	Med Exp (Any one Person) _____
	Per Occurrence _____
<b>PROFESSIONAL LIABILITY</b>	
<input type="checkbox"/> _____	Per Occurrence _____
<b>AUTOMOTIVE LIABILITY</b>	
<input checked="" type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos	Per Occurrence <u>\$1,000,000</u>
<input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos	
<input type="checkbox"/> Non-Owned Autos	
<b>EXCESS LIABILITY</b>	
<input type="checkbox"/> Umbrella Form	Each Occurrence _____
	Aggregate <u>_____</u>
<b>GARAGE LIABILITY</b>	
<input type="checkbox"/> Any Auto	Auto Only - Each Accident _____
<input type="checkbox"/> _____	Each Accident Aggregate _____
<input type="checkbox"/> BUILDER'S RISK	<input type="checkbox"/> 100% of the Total Contract Price
<input type="checkbox"/> INSTALLATION FLOATER	<input type="checkbox"/> 100% of the Total Material Costs
<input type="checkbox"/> POLLUTION	
<input type="checkbox"/> CARGO	_____
<input checked="" type="checkbox"/> WORKERS COMPENSATION – STATUTORY AMOUNTS <b>OR</b> OCCUPATIONAL MEDICAL AND DISABILITY	
<input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	<u>\$1,000,000</u>
<b>OTHER: COPIES OF ENDOSEMENTS ARE REQUIRED</b>	
<input checked="" type="checkbox"/> City of Lubbock named as additional insured on Auto/General Liability on a primary and non-contributory basis.	
<input checked="" type="checkbox"/> To include products of completed operations endorsement.	
<input checked="" type="checkbox"/> 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. This agreement includes incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA



mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause Citibus to be in violation of the FTA terms and conditions.

11. 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.
12. 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.
13. 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.
14. 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.
15. 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.

#### 16. 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.

17. 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. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

*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 an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.*

17. 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.

18. 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.

19. This Contract consists of the following documents set forth herein; Invitation to Bid No. 21-15861-KM, Specifications, and the Bid Form.

-----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.

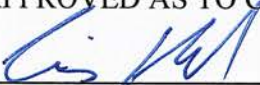
CITY OF LUBBOCK

\_\_\_\_\_  
Daniel M. Pope, Mayor

ATTEST:

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


APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Chris Mandrell, Citibus General Manager

APPROVED AS TO FORM:

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

CONTRACTOR

BY   
\_\_\_\_\_  
Authorized Representative

Lindi Brooks

\_\_\_\_\_  
Print Name

3595 N Dixie Hwy Bay 7

\_\_\_\_\_  
Address

Boca Raton, FL 33431

\_\_\_\_\_  
City, State, Zip Code

**City of Lubbock, TX**  
**Purchasing and Contract Management**  
**ITB 21-15861-KM**  
**Automotive Filters for Citibus**

**Specifications**

**INTENT**

This solicitation is an Invitation for Bid to establish an annual price contract for Automotive Filters.

No guarantee of Volume. The City of Lubbock does not guarantee any specific amount of compensation volume, minimum or maximum. Amounts, quantities listed on the bid form are estimates only.

No price Escalation: Bids are to be submitted on a firm fixed price basis. No escalation of price will be permitted during the term of this contract.

**SCOPE OF SERVICES:**

- The successful vendor will keep stocking level at their warehouse in quantities enough as to not cause Citibus to buy automotive filters from any other source.
- Delivery must be made with 24 hours after receipt of order.  
F.O.B to Citibus located at 801 Texas Ave, Lubbock, Texas 79401

**REFERENCES**

Supply a minimum of three references, which shall include the name and address of the company, contact name, telephone number and type of service provided.

**DOCUMENTS**

Bidder must submit the following forms with their bid. Failure to do so may deem the bid non-responsive:

- Statement of Eligibility
- Affidavit of Non- Collusion
- List of Similar Contracts
- Buy America Certificate

**SPECIFICATIONS**

Any catalog, brand name or manufacturer's reference in the specifications is descriptive and NOT restrictive, and are used to indicate type and quality level desired. Bids on brands of like nature and quality may be considered unless specifically excluded.

If bidding on other than reference or specifications, bid must show manufacturer, brand, trade name, catalog and/or lot number, etc., on article offered and certify article offered is equivalent to specifications. If other than specified brand of items are offered, specifications, catalog sheets, illustrations and complete descriptive literature must be submitted with bid.

Minor deviations from written specifications shall not necessarily disqualify a vendor's bid. The City of Lubbock specification committee will be the sole determiner of what constitutes a minor deviation. The City may deem it necessary to specify Approved Brands after conclusive testing, prior to usage or standardization. The City may test any sample(s), supplied free of charge, to qualify for the Approved



Brand list. Each sample must be marked with bidder's name and address. At bidder's request and expense, the sample(s) not destroyed or used in examinations and testing will be returned.

When specifications call for samples to be submitted, samples shall be delivered by the bidder, at bidder's expense, five days prior to the opening of bids. Each sample shall be clearly tagged to show bidder's name and address and item number.

The City of Lubbock reserves the right to determine which specific items on any specification requirements require strict adherence, or are most important, and those that are not, or requiring a lesser degree of importance (i.e., the shade of paint is far less important than the horsepower of a motor). Such determination can and will be a basis for evaluating, recommending and making award. The City will, at its sole discretion, assess warranty offered, and utilize life-cycle costing and/or performance factors as the evaluation method and basis for award. The low bid most closely meeting specifications is usually the bid given the award, although delivery time is sometimes a necessary factor (i.e., a low bid that best meets specifications will not do us much good if delivery is two years from now). Should a requested specification sheet not be submitted with a bid, this is considered non-responsive and therefore may not be considered. PLEASE READ AND RESPOND TO SPECIFICATION REQUIREMENTS CAREFULLY.

### **CONTRACT TERM**

The contract shall be for a term of one (1) year, with the option of two (2), one-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.

**This agreement includes incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause Citibus to be in violation of the FTA terms and conditions.**

City of Lubbock  
Citibus  
Bid Form  
ITB 21-15861-KM Automotive Filters for Citibus

**Vehicle Maintenance Program, Inc. of Boca, FL**

Item	Description	Estimated Qty (+/-)	UOM	Filter No.	Approved Equal Manufacturer/ Vendor Parts N.	Delivery Days (ARO)	Unit Price per Tire	Extended Cost
#0-1	Air Dryer Cartridge 00/01 RTS	50	EA	R950011	Luberfiner LFP8654	One Week	10.33	516.50
#0-3	Oil Filter for 1997 Ford Crown Victoria	10	EA	P550965	Luberfiner PH820	One Week	2.86	28.60
#0-4	3006 Oil Filter	10	EA	21516	Luberfiner PH400	One Week	1.69	16.90
#0-5	Oil Filter 1999 Ford F250 Super Duty	10	EA	P550371	Luberfiner LFP2286	One Week	7.11	71.10
#0-9	Fuel Filter Ford Crown Victoria	10	EA	P551772	Luberfiner G6593	One Week	4.09	40.90
#0-12	Air Filter Chevy Uplander	10	EA	P606281	Luberfiner AF7872	One Week	3.23	32.30
#0-20	Trans Filter and Gasket Kit Unit 783	10	EA	Jan-37	Luberfiner T711	One Week	6.99	69.90
#0-22	Cabin Air filter Chevy Uplanders **EACH UNIT TAKES 2-**	10	EA	10322538	Luberfiner CAF1757	One Week	8.46	84.60
#0-23	Coolant Need Release Additive w/Filter, ALLISON	25	EA	23516489	Luberfiner LFW6500	One Week	31.90	797.50
#0-25	Trans Spin on Filter for Internationals and Hybrids, ALLISON	50	EA	29539579	Luberfiner LFH8737	One Week	4.61	230.50
#0-30	P/S Filters - International	10	EA	2503221C1	Luberfiner LFH4984	One Week	3.11	31.10
#0-32	P/S Element Filter, 2011 & 2013 Hybrids	50	EA	82-60186-000	Donaldson P171846	One Week	21.41	1,070.50
#0-33	Filter, Air filter #3006, 2001 Ford E150m	5	EA	P546597	Luberfiner AF1615	One Week	5.02	25.10
#0-35	Oil Filter- New Hybrid	100	EA	LF3970	Luberfiner LFP3970	One Week	4.68	468.00
#0-37	Air Filter- 04' Gillig	50	EA	P129472	Luberfiner LAF9472	One Week	29.92	1,496.00
#0-40	Air Filter For 06' Gillig	50	EA	P522293	Luberfiner LAF1770	One Week	41.29	2,064.50
#0-41	Air Filter Novas	100	EA	P527484	Luberfiner LAF1878	One Week	14.75	1,475.00
#0-44	Oil Filter-Trolley	10	EA	P550428	Luberfiner LFP3970	One Week	4.68	46.80



City of Lubbock  
Citibus  
Bid Form  
ITB 21-15861-KM Automotive Filters for Citibus

Item	Description	Estimated Qty (+/-)	UOM	Filter No.	Approved Equal Manufacturer/ Vendor Parts N.	Delivery Days (ARO)	Unit Price per Tire	Extended Cost
#0-47	Oil Filter - International	20	EA	P550528	Luberfiner LP2017	One Week	7.20	144.00
#0-49	Fuel Filter - 04, 06, 09 Gillig	200	EA	P550774	Luberfiner LFF5488	One Week	6.25	1,250.00
#0-50	Oil Filter- Chevy Express Van ARBOC	175	EA	P550794	Luberfiner PH48	One Week	1.66	290.50
#0-51	Fuel Filter- Hybrid Gillig	50	EA	P550880	Luberfiner LFF5421	One Week	7.07	353.50
#0-53	Fuel Filter -Gillig	120	EA	P551103	Donaldson P551103	One Week	15.47	1,856.40
#0-54	Fuel Filter NOVA	100	EA	P551122	Luberfiner LFF1022	One Week	16.65	1,665.00
#0-55	Coolant Filter - Gillig	80	EA	P552071	Luberfiner LFW4071	One Week	4.68	374.40
#0-56	Oil Filter, RTS	80	EA	P552100	Luberfiner LFP2160	One Week	6.84	547.20
#0-57	Oil Filter, Bypass	200	EA	P553000	Luberfiner LFP3000	One Week	15.06	3,012.00
#0-58	Coolant Filter- International - (4070) -	15	EA	P554685	Luberfiner LFW4685	One Week	4.32	64.80
#0-62	Oil Filter, DART	80	EA	P559000	Luberfiner LFP9001	One Week	17.40	1,392.00
#0-64	Air Filter, International	10	EA	P606503	Luberfiner LAF9099	One Week	18.04	180.40
#0-65	Air Filter, Gillig Hybrid	10	EA	P608666	Donaldson P608666	One Week	39.39	393.90
#0-66	Cabin Air Filter, International	20	EA	P614221	Luberfiner CAF24005	One Week	5.25	105.00
#0-68	Air Filter, RTS/DART	20	EA	P776157	Luberfiner LAF1758	One Week	36.66	733.20
#0-70	Oil Filter, MV1	10	EA	F1AZ-6731-BI	Luberfiner PH820	One Week	2.94	29.40
#0-72	Def Urea Filter	100	EA	5303604	Luberfiner LU7100	One Week	16.25	1,625.00
#0-73	Fuel Filter, DART	25	EA	BF1259	Luberfiner LFF1000	One Week	7.70	192.50
#0-74	Crankcase Filter, 17 Gillig	25	EA	CV50628	Dorman 904-7902	One Week	58.88	1,472.00
#0-76	Oil Filter, Promaster van	50	EA	100010	Luberfiner P1009	One Week	1.48	74.00
#0-77	Air Filter, Promaster Van	50	EA	200304	Luberfiner AF5247	One Week	13.76	688.00
							<b>Total</b>	<b>25,009.00</b>

**City of Lubbock, TX**  
**Purchasing and Contract Management**  
**Bid Submission Information**

In compliance with the **Invitation to Bid**, 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 and/or the bid table associated with this bid. 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 is by reference incorporated in this contract.

Where applicable, prices are quoted as: **F.O.B. Destination, Freight Pre-Paid and Allowed**  
Where applicable, delivery days are: **Days After Receipt of Order (ARO)**

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

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

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of \_\_\_\_\_%, 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.

**Addenda**

Bidder acknowledges receipt of addenda issued in regard to this solicitation by initialing \_\_\_\_\_

Bidder's Initials

**Submission Information**

THIS BID IS SUBMITTED BY Vehicle Maintenance Program

a corporation organized under the laws of the State of Florida, or a partnership consisting of \_\_\_\_\_ or individual trading as \_\_\_\_\_ of the City of \_\_\_\_\_

Address: 3595 N Dixie Hwy Bay 7

City: Boca Raton State: FL Zip: 33431

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

**Please complete the information below for the person submitting this bid.**

Officer Name and Title: Lindi Brooks, President

Business Telephone Number 561-362-6080 FAX: 561-362-7994

E-mail Address: lindi@vmpparts.com



City of Lubbock  
Citibus  
Bid Tabulation

ITB 21-15861-KM Automotive Filters for Citibus

Description/Vendor	Location	Estimated Qty (+/-) (a)	UOM	Unit Price per Tire (b)	Extended Cost (a*b)
<b>#0-1 - Air Dryer Cartridge 00/01 RTS</b>					
<b>Vehicle Maintenance Program, Inc</b>	<b>Boca, FL</b>	<b>50</b>	<b>EA</b>	<b>\$ 10.33</b>	<b>\$ 516.50</b>
Arnold Oil Company of Austin	Austin, TX	50	EA	22.73	1,136.50
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	50	EA	26.22	1,310.80
Kirk's Automotive, Inc.	Detroit, MI	50	EA	32.00	1,600.00
IEH Auto Parts, LLC	Moorestown, NJ	50	EA	No Bid	No Bid
<b>#0-2 - Air Dryer Cartridge 04, 06, 09 Gillig</b>					
Arnold Oil Company of Austin	Austin, TX	50	EA	No Bid	No Bid
IEH Auto Parts, LLC	Moorestown, NJ	50	EA	No Bid	No Bid
Kirk's Automotive, Inc.	Detroit, MI	50	EA	No Bid	No Bid
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	50	EA	No Bid	No Bid
Vehicle Maintenance Program, Inc	Boca, FL	50	EA	No Bid	No Bid
<b>#0-3 - Oil Filter for 1997 Ford Crown Victoria</b>					
<b>Vehicle Maintenance Program, Inc</b>	<b>Boca, FL</b>	<b>10</b>	<b>EA</b>	<b>2.86</b>	<b>28.60</b>
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	10	EA	3.00	29.96
IEH Auto Parts, LLC	Moorestown, NJ	10	EA	3.15	31.50
Arnold Oil Company of Austin	Austin, TX	10	EA	4.48	44.80
Kirk's Automotive, Inc.	Detroit, MI	10	EA	No Bid	No Bid
<b>#0-4 - 3006 Oil Filter</b>					
<b>Vehicle Maintenance Program, Inc</b>	<b>Boca, FL</b>	<b>10</b>	<b>EA</b>	<b>1.69</b>	<b>16.90</b>
IEH Auto Parts, LLC	Moorestown, NJ	10	EA	2.84	28.40
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	10	EA	3.20	31.96
Kirk's Automotive, Inc.	Detroit, MI	10	EA	3.50	35.00
Arnold Oil Company of Austin	Austin, TX	10	EA	4.48	44.80
<b>#0-5 - Oil Filter 1999 Ford F250 Super Duty</b>					
<b>Vehicle Maintenance Program, Inc</b>	<b>Boca, FL</b>	<b>10</b>	<b>EA</b>	<b>7.11</b>	<b>71.10</b>
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	10	EA	8.28	82.76
IEH Auto Parts, LLC	Moorestown, NJ	10	EA	10.20	102.00
Arnold Oil Company of Austin	Austin, TX	10	EA	12.75	127.50
Kirk's Automotive, Inc.	Detroit, MI	10	EA	No Bid	No Bid
<b>#0-6 - Air Dryer Cartridge 11/13 Gillig</b>					
<b>Kirk's Automotive, Inc.</b>	<b>Detroit, MI</b>	<b>50</b>	<b>EA</b>	<b>58.00</b>	<b>2,900.00</b>
Vehicle Maintenance Program, Inc	Boca, FL	50	EA	75.35	3,767.50
Arnold Oil Company of Austin	Austin, TX	50	EA	No Bid	No Bid
IEH Auto Parts, LLC	Moorestown, NJ	50	EA	No Bid	No Bid
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	50	EA	No Bid	No Bid
<b>#0-7 - Air Filter for Dodge Ram 2005- 783</b>					
<b>Texas Enterprises, Inc. dba United Oil &amp; Grease</b>	<b>Austin, TX</b>	<b>20</b>	<b>EA</b>	<b>9.49</b>	<b>189.84</b>
IEH Auto Parts, LLC	Moorestown, NJ	20	EA	11.86	237.20
Vehicle Maintenance Program, Inc	Boca, FL	20	EA	16.66	333.20
Arnold Oil Company of Austin	Austin, TX	20	EA	No Bid	No Bid
Kirk's Automotive, Inc.	Detroit, MI	20	EA	No Bid	No Bid
<b>#0-8 - Fuel Filter for Dodge Ram 2005 - 783</b>					
<b>Texas Enterprises, Inc. dba United Oil &amp; Grease</b>	<b>Austin, TX</b>	<b>10</b>	<b>EA</b>	<b>8.80</b>	<b>88.00</b>
IEH Auto Parts, LLC	Moorestown, NJ	10	EA	10.93	109.30
Arnold Oil Company of Austin	Austin, TX	10	EA	13.66	136.60
Vehicle Maintenance Program, Inc	Boca, FL	10	EA	27.74	277.40
Kirk's Automotive, Inc.	Detroit, MI	10	EA	No Bid	No Bid

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Description/Vendor	Location	Estimated Qty (+/-) (a)	UOM	Unit Price per Tire (b)	Extended Cost (a*b)
#0-9 - Fuel Filter Ford Crown Victoria					
<b>Vehicle Maintenance Program, Inc</b>	<b>Boca, FL</b>	<b>10</b>	<b>EA</b>	<b>4.09</b>	<b>40.90</b>
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	10	EA	4.64	46.44
IEH Auto Parts, LLC	Moorestown, NJ	10	EA	5.08	50.80
Arnold Oil Company of Austin	Austin, TX	10	EA	7.21	72.10
Kirk's Automotive, Inc.	Detroit, MI	10	EA	No Bid	No Bid
#0-10 - Fuel Filter 1999 Ford F250 Super Duty					
<b>Texas Enterprises, Inc. dba United Oil &amp; Grease</b>	<b>Austin, TX</b>	<b>10</b>	<b>EA</b>	<b>16.32</b>	<b>163.16</b>
Vehicle Maintenance Program, Inc	Boca, FL	10	EA	16.49	164.90
IEH Auto Parts, LLC	Moorestown, NJ	10	EA	20.57	205.70
Arnold Oil Company of Austin	Austin, TX	10	EA	25.70	257.00
Kirk's Automotive, Inc.	Detroit, MI	10	EA	No Bid	No Bid
#0-11 - Air Filter Ford Crown Victoria					
<b>Texas Enterprises, Inc. dba United Oil &amp; Grease</b>	<b>Austin, TX</b>	<b>10</b>	<b>EA</b>	<b>4.16</b>	<b>41.60</b>
IEH Auto Parts, LLC	Moorestown, NJ	10	EA	4.31	43.10
Arnold Oil Company of Austin	Austin, TX	10	EA	6.13	61.30
Vehicle Maintenance Program, Inc	Boca, FL	10	EA	6.52	65.20
Kirk's Automotive, Inc.	Detroit, MI	10	EA	No Bid	No Bid
#0-12 - Air Filter Chevy Uplander					
<b>Vehicle Maintenance Program, Inc</b>	<b>Boca, FL</b>	<b>10</b>	<b>EA</b>	<b>3.23</b>	<b>32.30</b>
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	10	EA	5.17	51.68
IEH Auto Parts, LLC	Moorestown, NJ	10	EA	5.48	54.80
Arnold Oil Company of Austin	Austin, TX	10	EA	7.79	77.90
Kirk's Automotive, Inc.	Detroit, MI	10	EA	No Bid	No Bid
#0-13 - Air Dryer Cartridge Nova LF					
<b>Kirk's Automotive, Inc.</b>	<b>Detroit, MI</b>	<b>50</b>	<b>EA</b>	<b>129.00</b>	<b>6,450.00</b>
Arnold Oil Company of Austin	Austin, TX	50	EA	157.25	7,862.50
IEH Auto Parts, LLC	Moorestown, NJ	50	EA	No Bid	No Bid
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	50	EA	No Bid	No Bid
Vehicle Maintenance Program, Inc	Boca, FL	50	EA	No Bid	No Bid
#0-14 - Dodge 250 Oil Filters					
<b>Texas Enterprises, Inc. dba United Oil &amp; Grease</b>	<b>Austin, TX</b>	<b>10</b>	<b>EA</b>	<b>4.28</b>	<b>42.76</b>
Vehicle Maintenance Program, Inc	Boca, FL	10	EA	4.60	46.00
IEH Auto Parts, LLC	Moorestown, NJ	10	EA	5.41	54.10
Arnold Oil Company of Austin	Austin, TX	10	EA	No Bid	No Bid
Kirk's Automotive, Inc.	Detroit, MI	10	EA	No Bid	No Bid
#0-15 - Barrel Inline A/C Filter Screen Internationals					
<b>Arnold Oil Company of Austin</b>	<b>Austin, TX</b>	<b>5</b>	<b>EA</b>	<b>11.95</b>	<b>59.75</b>
IEH Auto Parts, LLC	Moorestown, NJ	5	EA	No Bid	No Bid
Kirk's Automotive, Inc.	Detroit, MI	5	EA	No Bid	No Bid
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	5	EA	No Bid	No Bid
Vehicle Maintenance Program, Inc	Boca, FL	5	EA	No Bid	No Bid
#0-16 - Trans Gasket and Filter F350					
<b>Texas Enterprises, Inc. dba United Oil &amp; Grease</b>	<b>Austin, TX</b>	<b>10</b>	<b>EA</b>	<b>12.10</b>	<b>121.00</b>
IEH Auto Parts, LLC	Moorestown, NJ	10	EA	13.51	135.10
Arnold Oil Company of Austin	Austin, TX	10	EA	20.22	202.20
Vehicle Maintenance Program, Inc	Boca, FL	10	EA	27.76	277.60
Kirk's Automotive, Inc.	Detroit, MI	10	EA	No Bid	No Bid

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Description/Vendor	Location	Estimated Qty (+/-) (a)	UOM	Unit Price per Tire (b)	Extended Cost (a*b)
#0-17 - A/Trans Filter Kit Unit 3006					
<b>Texas Enterprises, Inc. dba United Oil &amp; Grease</b>	<b>Austin, TX</b>	<b>10</b>	<b>EA</b>	<b>13.50</b>	<b>135.04</b>
IEH Auto Parts, LLC	Moorestown, NJ	10	EA	14.95	149.50
Arnold Oil Company of Austin	Austin, TX	10	EA	21.36	213.60
Kirk's Automotive, Inc.	Detroit, MI	10	EA	No Bid	No Bid
Vehicle Maintenance Program, Inc	Boca, FL	10	EA	No Bid	No Bid
#0-18 - Trans Filter and Gasket Kit for Chevy Uplander					
<b>IEH Auto Parts, LLC</b>	<b>Moorestown, NJ</b>	<b>10</b>	<b>EA</b>	<b>7.79</b>	<b>77.90</b>
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	10	EA	8.06	80.56
Arnold Oil Company of Austin	Austin, TX	10	EA	12.13	121.30
Kirk's Automotive, Inc.	Detroit, MI	10	EA	No Bid	No Bid
Vehicle Maintenance Program, Inc	Boca, FL	10	EA	No Bid	No Bid
#0-19 - Gasket and Filter Kit Transmission - Chevy					
<b>Texas Enterprises, Inc. dba United Oil &amp; Grease</b>	<b>Austin, TX</b>	<b>50</b>	<b>EA</b>	<b>11.05</b>	<b>552.60</b>
IEH Auto Parts, LLC	Moorestown, NJ	50	EA	11.61	580.50
Arnold Oil Company of Austin	Austin, TX	50	EA	18.12	906.00
Kirk's Automotive, Inc.	Detroit, MI	50	EA	No Bid	No Bid
Vehicle Maintenance Program, Inc	Boca, FL	50	EA	No Bid	No Bid
#0-20 - Trans Filter and Gasket Kit Unit 783					
<b>Vehicle Maintenance Program, Inc</b>	<b>Boca, FL</b>	<b>10</b>	<b>EA</b>	<b>6.99</b>	<b>69.90</b>
IEH Auto Parts, LLC	Moorestown, NJ	10	EA	8.51	85.10
Arnold Oil Company of Austin	Austin, TX	10	EA	10.23	102.30
Kirk's Automotive, Inc.	Detroit, MI	10	EA	No Bid	No Bid
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	10	EA	No Bid	No Bid
#0-21 - Transmission Filter and Gasket Kit, 16/17 Chevy Arboc					
<b>Arnold Oil Company of Austin</b>	<b>Austin, TX</b>	<b>60</b>	<b>EA</b>	<b>14.03</b>	<b>841.80</b>
IEH Auto Parts, LLC	Moorestown, NJ	60	EA	18.28	1,096.80
Kirk's Automotive, Inc.	Detroit, MI	60	EA	No Bid	No Bid
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	60	EA	No Bid	No Bid
Vehicle Maintenance Program, Inc	Boca, FL	60	EA	No Bid	No Bid
#0-22 - Cabin Air filter Chevy Uplanders **EACH UNIT TAKES 2-**					
<b>Vehicle Maintenance Program, Inc</b>	<b>Boca, FL</b>	<b>10</b>	<b>EA</b>	<b>8.46</b>	<b>84.60</b>
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	10	EA	11.17	111.72
IEH Auto Parts, LLC	Moorestown, NJ	10	EA	12.19	121.90
Arnold Oil Company of Austin	Austin, TX	10	EA	No Bid	No Bid
Kirk's Automotive, Inc.	Detroit, MI	10	EA	No Bid	No Bid
#0-23 - Coolant Need Release Additive w/Filter, ALLISON					
<b>Vehicle Maintenance Program, Inc</b>	<b>Boca, FL</b>	<b>25</b>	<b>EA</b>	<b>31.90</b>	<b>797.50</b>
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	25	EA	36.61	915.30
Kirk's Automotive, Inc.	Detroit, MI	25	EA	42.00	1,050.00
IEH Auto Parts, LLC	Moorestown, NJ	25	EA	43.02	1,075.50
Arnold Oil Company of Austin	Austin, TX	25	EA	No Bid	No Bid

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Description/Vendor	Location	Estimated Qty (+/-) (a)	UOM	Unit Price per Tire (b)	Extended Cost (a*b)
#0-24 - Transmission Filter Assembly 09 Gillig Hybrid, ALLISON					
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	10	EA	No Bid	No Bid
Arnold Oil Company of Austin	Austin, TX	10	EA	No Bid	No Bid
IEH Auto Parts, LLC	Moorestown, NJ	10	EA	No Bid	No Bid
Kirk's Automotive, Inc.	Detroit, MI	10	EA	No Bid	No Bid
Vehicle Maintenance Program, Inc	Boca, FL	10	EA	No Bid	No Bid
#0-25 - Trans Spin on Filter for Internationals and Hybrids, ALLISON					
<b>Vehicle Maintenance Program, Inc</b>	<b>Boca, FL</b>	<b>50</b>	<b>EA</b>	<b>4.61</b>	<b>230.50</b>
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	50	EA	9.78	488.80
Kirk's Automotive, Inc.	Detroit, MI	50	EA	12.00	600.00
IEH Auto Parts, LLC	Moorestown, NJ	50	EA	12.30	615.00
Arnold Oil Company of Austin	Austin, TX	50	EA	15.36	768.00
#0-26 - NOVA Trans Valve Filter Kit, ALLISON					
Kirk's Automotive, Inc.	Detroit, MI	10	EA	No Bid	No Bid
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	10	EA	No Bid	No Bid
Arnold Oil Company of Austin	Austin, TX	10	EA	No Bid	No Bid
Vehicle Maintenance Program, Inc	Boca, FL	10	EA	No Bid	No Bid
IEH Auto Parts, LLC	Moorestown, NJ	10	EA	No Bid	No Bid
#0-27 - E.V. Drive Trans Filter Internal Kit, 09 and 2011 Gilligs-with Gasket and O-Rings, ALLISON					
<b>Texas Enterprises, Inc. dba United Oil &amp; Grease</b>	<b>Austin, TX</b>	<b>10</b>	<b>EA</b>	<b>16.86</b>	<b>168.60</b>
IEH Auto Parts, LLC	Moorestown, NJ	10	EA	20.83	208.30
Arnold Oil Company of Austin	Austin, TX	10	EA	26.03	260.30
Kirk's Automotive, Inc.	Detroit, MI	10	EA	No Bid	No Bid
Vehicle Maintenance Program, Inc	Boca, FL	10	EA	No Bid	No Bid
#0-28 - Transmission Filter Kit, Filter 2" Sump ALLISON Internal Filter B400R 2000 Nova					
<b>Texas Enterprises, Inc. dba United Oil &amp; Grease</b>	<b>Austin, TX</b>	<b>50</b>	<b>EA</b>	<b>36.84</b>	<b>1,842.20</b>
Kirk's Automotive, Inc.	Detroit, MI	50	EA	44.00	2,200.00
IEH Auto Parts, LLC	Moorestown, NJ	50	EA	45.68	2,284.00
Vehicle Maintenance Program, Inc	Boca, FL	50	EA	49.96	2,498.00
Arnold Oil Company of Austin	Austin, TX	50	EA	57.08	2,854.00
#0-29 - Air Filter- Inline - Gillig					
Kirk's Automotive, Inc.	Detroit, MI	10	EA	No Bid	No Bid
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	10	EA	No Bid	No Bid
Arnold Oil Company of Austin	Austin, TX	10	EA	No Bid	No Bid
Vehicle Maintenance Program, Inc	Boca, FL	10	EA	No Bid	No Bid
IEH Auto Parts, LLC	Moorestown, NJ	10	EA	No Bid	No Bid
#0-30 - P/S Filters - International					
<b>Vehicle Maintenance Program, Inc</b>	<b>Boca, FL</b>	<b>10</b>	<b>EA</b>	<b>3.11</b>	<b>31.10</b>
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	10	EA	10.26	102.64
IEH Auto Parts, LLC	Moorestown, NJ	10	EA	12.78	127.80
Arnold Oil Company of Austin	Austin, TX	10	EA	No Bid	No Bid
Kirk's Automotive, Inc.	Detroit, MI	10	EA	No Bid	No Bid



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Description/Vendor	Location	Estimated Qty (+/-) (a)	UOM	Unit Price per Tire (b)	Extended Cost (a*b)
#0-31 - Power Steering Hydraulic Filter Element- Gillig					
<b>Texas Enterprises, Inc. dba United Oil &amp; Grease</b>	<b>Austin, TX</b>	<b>200</b>	<b>EA</b>	<b>7.55</b>	<b>1,510.40</b>
Vehicle Maintenance Program, Inc	Boca, FL	200	EA	9.49	1,898.00
IEH Auto Parts, LLC	Moorestown, NJ	200	EA	17.43	3,486.00
Kirk's Automotive, Inc.	Detroit, MI	200	EA	18.00	3,600.00
Arnold Oil Company of Austin	Austin, TX	200	EA	No Bid	No Bid
#0-32 - P/S Element Filter, 2011 & 2013 Hybrids					
<b>Vehicle Maintenance Program, Inc</b>	<b>Boca, FL</b>	<b>50</b>	<b>EA</b>	<b>21.41</b>	<b>1,070.50</b>
Arnold Oil Company of Austin	Austin, TX	50	EA	No Bid	No Bid
IEH Auto Parts, LLC	Moorestown, NJ	50	EA	No Bid	No Bid
Kirk's Automotive, Inc.	Detroit, MI	50	EA	No Bid	No Bid
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	50	EA	No Bid	No Bid
#0-33 - Filter, Air filter #3006, 2001 Ford E150m					
<b>Vehicle Maintenance Program, Inc</b>	<b>Boca, FL</b>	<b>5</b>	<b>EA</b>	<b>5.02</b>	<b>25.10</b>
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	5	EA	8.39	41.96
IEH Auto Parts, LLC	Moorestown, NJ	5	EA	9.09	45.45
Arnold Oil Company of Austin	Austin, TX	5	EA	12.91	64.55
Kirk's Automotive, Inc.	Detroit, MI	5	EA	No Bid	No Bid
#0-34 - Fuel Filter Gillig **Special filter only on certain units: not the same as P550774**					
<b>Texas Enterprises, Inc. dba United Oil &amp; Grease</b>	<b>Austin, TX</b>	<b>20</b>	<b>EA</b>	<b>13.40</b>	<b>267.92</b>
IEH Auto Parts, LLC	Moorestown, NJ	20	EA	15.47	309.40
Vehicle Maintenance Program, Inc	Boca, FL	20	EA	19.25	385.00
Arnold Oil Company of Austin	Austin, TX	20	EA	19.33	386.60
Kirk's Automotive, Inc.	Detroit, MI	20	EA	No Bid	No Bid
#0-35 - Oil Filter- New Hybrid					
<b>Vehicle Maintenance Program, Inc</b>	<b>Boca, FL</b>	<b>100</b>	<b>EA</b>	<b>4.68</b>	<b>468.00</b>
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	100	EA	6.23	623.20
Kirk's Automotive, Inc.	Detroit, MI	100	EA	7.10	710.00
IEH Auto Parts, LLC	Moorestown, NJ	100	EA	7.76	776.00
Arnold Oil Company of Austin	Austin, TX	100	EA	9.70	970.00
#0-36 - Filter Trolley Power Steering (P/S)					
<b>Texas Enterprises, Inc. dba United Oil &amp; Grease</b>	<b>Austin, TX</b>	<b>10</b>	<b>EA</b>	<b>6.20</b>	<b>61.96</b>
IEH Auto Parts, LLC	Moorestown, NJ	10	EA	6.23	62.30
Vehicle Maintenance Program, Inc	Boca, FL	10	EA	12.28	122.80
Arnold Oil Company of Austin	Austin, TX	10	EA	No Bid	No Bid
Kirk's Automotive, Inc.	Detroit, MI	10	EA	No Bid	No Bid
#0-37 - Air Filter- 04' Gillig					
<b>Vehicle Maintenance Program, Inc</b>	<b>Boca, FL</b>	<b>50</b>	<b>EA</b>	<b>29.92</b>	<b>1,496.00</b>
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	50	EA	37.52	1,876.00
Kirk's Automotive, Inc.	Detroit, MI	50	EA	43.00	2,150.00
IEH Auto Parts, LLC	Moorestown, NJ	50	EA	46.75	2,337.50
Arnold Oil Company of Austin	Austin, TX	50	EA	58.41	2,920.50

Description/Vendor	Location	Estimated Qty (+/-) (a)	UOM	Unit Price per Tire (b)	Extended Cost (a*b)
#0-38 - Air Filter 1992 & 2000 Trolley					
<b>Texas Enterprises, Inc. dba United Oil &amp; Grease</b>	<b>Austin, TX</b>	<b>10</b>	<b>EA</b>	<b>26.80</b>	<b>268.00</b>
Vehicle Maintenance Program, Inc	Boca, FL	10	EA	40.40	404.00
Arnold Oil Company of Austin	Austin, TX	10	EA	No Bid	No Bid
IEH Auto Parts, LLC	Moorestown, NJ	10	EA	No Bid	No Bid
Kirk's Automotive, Inc.	Detroit, MI	10	EA	No Bid	No Bid
#0-39 - Hydraulic Spin On Filter					
<b>Texas Enterprises, Inc. dba United Oil &amp; Grease</b>	<b>Austin, TX</b>	<b>10</b>	<b>EA</b>	<b>24.22</b>	<b>242.20</b>
Vehicle Maintenance Program, Inc	Boca, FL	10	EA	27.83	278.30
IEH Auto Parts, LLC	Moorestown, NJ	10	EA	30.23	302.30
Arnold Oil Company of Austin	Austin, TX	10	EA	37.78	377.80
Kirk's Automotive, Inc.	Detroit, MI	10	EA	No Bid	No Bid
#0-40 - Air Filter For 06' Gillig					
<b>Vehicle Maintenance Program, Inc</b>	<b>Boca, FL</b>	<b>50</b>	<b>EA</b>	<b>41.29</b>	<b>2,064.50</b>
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	50	EA	45.03	2,251.60
Kirk's Automotive, Inc.	Detroit, MI	50	EA	48.42	2,421.00
IEH Auto Parts, LLC	Moorestown, NJ	50	EA	52.97	2,648.50
Arnold Oil Company of Austin	Austin, TX	50	EA	66.19	3,309.50
#0-41 - Air Filter Novas					
<b>Vehicle Maintenance Program, Inc</b>	<b>Boca, FL</b>	<b>100</b>	<b>EA</b>	<b>14.75</b>	<b>1,475.00</b>
Kirk's Automotive, Inc.	Detroit, MI	100	EA	21.00	2,100.00
IEH Auto Parts, LLC	Moorestown, NJ	100	EA	21.89	2,189.00
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	100	EA	22.88	2,288.40
Arnold Oil Company of Austin	Austin, TX	100	EA	27.35	2,735.00
#0-42 - Air Cleaner Filter Trolley New					
<b>Texas Enterprises, Inc. dba United Oil &amp; Grease</b>	<b>Austin, TX</b>	<b>10</b>	<b>EA</b>	<b>40.00</b>	<b>399.96</b>
Arnold Oil Company of Austin	Austin, TX	10	EA	46.28	462.80
IEH Auto Parts, LLC	Moorestown, NJ	10	EA	46.30	463.00
Vehicle Maintenance Program, Inc	Boca, FL	10	EA	61.95	619.50
Kirk's Automotive, Inc.	Detroit, MI	10	EA	No Bid	No Bid
#0-43 - Wabasto Fuel Filter Hybrids					
<b>Texas Enterprises, Inc. dba United Oil &amp; Grease</b>	<b>Austin, TX</b>	<b>10</b>	<b>EA</b>	<b>3.02</b>	<b>30.20</b>
IEH Auto Parts, LLC	Moorestown, NJ	10	EA	3.60	36.00
Vehicle Maintenance Program, Inc	Boca, FL	10	EA	4.18	41.80
Arnold Oil Company of Austin	Austin, TX	10	EA	4.50	45.00
Kirk's Automotive, Inc.	Detroit, MI	10	EA	No Bid	No Bid
#0-44 - Oil Filter-Trolley					
<b>Vehicle Maintenance Program, Inc</b>	<b>Boca, FL</b>	<b>10</b>	<b>EA</b>	<b>4.68</b>	<b>46.80</b>
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	10	EA	6.50	65.04
IEH Auto Parts, LLC	Moorestown, NJ	10	EA	7.76	77.60
Arnold Oil Company of Austin	Austin, TX	10	EA	No Bid	No Bid
Kirk's Automotive, Inc.	Detroit, MI	10	EA	No Bid	No Bid
#0-45 - Fuel Filter - Trolley					
<b>Texas Enterprises, Inc. dba United Oil &amp; Grease</b>	<b>Austin, TX</b>	<b>10</b>	<b>EA</b>	<b>8.80</b>	<b>88.00</b>
IEH Auto Parts, LLC	Moorestown, NJ	10	EA	10.93	109.30
Vehicle Maintenance Program, Inc	Boca, FL	10	EA	27.74	277.40
Arnold Oil Company of Austin	Austin, TX	10	EA	No Bid	No Bid
Kirk's Automotive, Inc.	Detroit, MI	10	EA	No Bid	No Bid

City of Lubbock

Citibus

Bid Tabulation

Description/Vendor	Location	Estimated Qty (+/-) (a)	UOM	Unit Price per Tire (b)	Extended Cost (a*b)
#0-46 - Filter Fuel International					
<b>Texas Enterprises, Inc. dba United Oil &amp; Grease</b>	<b>Austin, TX</b>	<b>10</b>	<b>EA</b>	<b>16.32</b>	<b>163.16</b>
Vehicle Maintenance Program, Inc	Boca, FL	10	EA	16.41	164.10
IEH Auto Parts, LLC	Moorestown, NJ	10	EA	20.57	205.70
Arnold Oil Company of Austin	Austin, TX	10	EA	25.70	257.00
Kirk's Automotive, Inc.	Detroit, MI	10	EA	No Bid	No Bid
#0-47 - Oil Filter - International					
<b>Vehicle Maintenance Program, Inc</b>	<b>Boca, FL</b>	<b>20</b>	<b>EA</b>	<b>7.20</b>	<b>144.00</b>
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	20	EA	10.96	219.28
IEH Auto Parts, LLC	Moorestown, NJ	20	EA	13.45	269.00
Arnold Oil Company of Austin	Austin, TX	20	EA	18.23	364.60
Kirk's Automotive, Inc.	Detroit, MI	20	EA	No Bid	No Bid
#0-48 - P/S Reservoir Element, Hydraulic Filter RTS					
<b>Texas Enterprises, Inc. dba United Oil &amp; Grease</b>	<b>Austin, TX</b>	<b>25</b>	<b>EA</b>	<b>6.42</b>	<b>160.40</b>
IEH Auto Parts, LLC	Moorestown, NJ	25	EA	7.69	192.25
Arnold Oil Company of Austin	Austin, TX	25	EA	9.61	240.25
Vehicle Maintenance Program, Inc	Boca, FL	25	EA	15.54	388.50
Kirk's Automotive, Inc.	Detroit, MI	25	EA	No Bid	No Bid
#0-49 - Fuel Filter - 04, 06, 09 Gillig					
<b>Vehicle Maintenance Program, Inc</b>	<b>Boca, FL</b>	<b>200</b>	<b>EA</b>	<b>6.25</b>	<b>1,250.00</b>
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	200	EA	7.41	1,481.60
Kirk's Automotive, Inc.	Detroit, MI	200	EA	8.00	1,600.00
IEH Auto Parts, LLC	Moorestown, NJ	200	EA	8.85	1,770.00
Arnold Oil Company of Austin	Austin, TX	200	EA	11.06	2,212.00
#0-50 - Oil Filter- Chevy Express Van ARBOC					
<b>Vehicle Maintenance Program, Inc</b>	<b>Boca, FL</b>	<b>175</b>	<b>EA</b>	<b>1.66</b>	<b>290.50</b>
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	175	EA	2.78	487.20
IEH Auto Parts, LLC	Moorestown, NJ	175	EA	2.98	521.50
Arnold Oil Company of Austin	Austin, TX	175	EA	4.24	742.00
Kirk's Automotive, Inc.	Detroit, MI	175	EA	No Bid	No Bid
#0-51 - Fuel Filter- Hybrid Gillig					
<b>Vehicle Maintenance Program, Inc</b>	<b>Boca, FL</b>	<b>50</b>	<b>EA</b>	<b>7.07</b>	<b>353.50</b>
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	50	EA	9.28	464.00
IEH Auto Parts, LLC	Moorestown, NJ	50	EA	11.70	585.00
Arnold Oil Company of Austin	Austin, TX	50	EA	14.63	731.50
Kirk's Automotive, Inc.	Detroit, MI	50	EA	No Bid	No Bid
#0-52 - Fuel Filter Gillig Hybrid filter 1101 1102					
<b>Texas Enterprises, Inc. dba United Oil &amp; Grease</b>	<b>Austin, TX</b>	<b>25</b>	<b>EA</b>	<b>8.76</b>	<b>218.90</b>
IEH Auto Parts, LLC	Moorestown, NJ	25	EA	10.88	272.00
Vehicle Maintenance Program, Inc	Boca, FL	25	EA	11.17	279.25
Arnold Oil Company of Austin	Austin, TX	25	EA	13.60	340.00
Kirk's Automotive, Inc.	Detroit, MI	25	EA	No Bid	No Bid
#0-53 - Fuel Filter -Gillig					
<b>Vehicle Maintenance Program, Inc</b>	<b>Boca, FL</b>	<b>120</b>	<b>EA</b>	<b>15.47</b>	<b>1,856.40</b>
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	120	EA	17.78	2,133.12
Kirk's Automotive, Inc.	Detroit, MI	120	EA	20.00	2,400.00
IEH Auto Parts, LLC	Moorestown, NJ	120	EA	21.17	2,540.40
Arnold Oil Company of Austin	Austin, TX	120	EA	26.46	3,175.20

City of Lubbock

Citibus

Bid Tabulation

Description/Vendor	Location	Estimated Qty (+/-) (a)	UOM	Unit Price per Tire (b)	Extended Cost (a*b)
#0-54 - Fuel Filter NOVA					
<b>Vehicle Maintenance Program, Inc</b>	<b>Boca, FL</b>	<b>100</b>	<b>EA</b>	<b>16.65</b>	<b>1,665.00</b>
IEH Auto Parts, LLC	Moorestown, NJ	100	EA	16.74	1,674.00
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	100	EA	17.78	1,777.60
Arnold Oil Company of Austin	Austin, TX	100	EA	20.91	2,091.00
Kirk's Automotive, Inc.	Detroit, MI	100	EA	No Bid	No Bid
#0-55 - Coolant Filter - Gillig					
<b>Vehicle Maintenance Program, Inc</b>	<b>Boca, FL</b>	<b>80</b>	<b>EA</b>	<b>4.68</b>	<b>374.40</b>
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	80	EA	6.31	504.64
Kirk's Automotive, Inc.	Detroit, MI	80	EA	7.14	571.20
IEH Auto Parts, LLC	Moorestown, NJ	80	EA	7.80	624.00
Arnold Oil Company of Austin	Austin, TX	80	EA	No Bid	No Bid
#0-56 - Oil Filter, RTS					
<b>Vehicle Maintenance Program, Inc</b>	<b>Boca, FL</b>	<b>80</b>	<b>EA</b>	<b>6.84</b>	<b>547.20</b>
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	80	EA	8.83	706.56
IEH Auto Parts, LLC	Moorestown, NJ	80	EA	11.60	928.00
Arnold Oil Company of Austin	Austin, TX	80	EA	14.50	1,160.00
Kirk's Automotive, Inc.	Detroit, MI	80	EA	No Bid	No Bid
#0-57 - Oil Filter, Bypass					
<b>Vehicle Maintenance Program, Inc</b>	<b>Boca, FL</b>	<b>200</b>	<b>EA</b>	<b>15.06</b>	<b>3,012.00</b>
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	200	EA	19.48	3,895.20
IEH Auto Parts, LLC	Moorestown, NJ	200	EA	25.48	5,096.00
Arnold Oil Company of Austin	Austin, TX	200	EA	33.11	6,622.00
Kirk's Automotive, Inc.	Detroit, MI	200	EA	No Bid	No Bid
#0-58 - Coolant Filter- International - (4070) -					
<b>Vehicle Maintenance Program, Inc</b>	<b>Boca, FL</b>	<b>15</b>	<b>EA</b>	<b>4.32</b>	<b>64.80</b>
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	15	EA	5.29	79.32
IEH Auto Parts, LLC	Moorestown, NJ	15	EA	6.12	91.80
Arnold Oil Company of Austin	Austin, TX	15	EA	7.65	114.75
Kirk's Automotive, Inc.	Detroit, MI	15	EA	No Bid	No Bid
#0-59 - Fuel Filter					
<b>Texas Enterprises, Inc. dba United Oil &amp; Grease</b>	<b>Austin, TX</b>	<b>25</b>	<b>EA</b>	<b>4.44</b>	<b>111.10</b>
Vehicle Maintenance Program, Inc	Boca, FL	25	EA	4.90	122.50
IEH Auto Parts, LLC	Moorestown, NJ	25	EA	5.41	135.25
Arnold Oil Company of Austin	Austin, TX	25	EA	6.85	171.25
Kirk's Automotive, Inc.	Detroit, MI	25	EA	No Bid	No Bid
#0-60 - Fuel Filter					
<b>Texas Enterprises, Inc. dba United Oil &amp; Grease</b>	<b>Austin, TX</b>	<b>25</b>	<b>EA</b>	<b>4.40</b>	<b>109.90</b>
Vehicle Maintenance Program, Inc	Boca, FL	25	EA	5.06	126.50
IEH Auto Parts, LLC	Moorestown, NJ	25	EA	5.71	142.75
Arnold Oil Company of Austin	Austin, TX	25	EA	7.14	178.50
Kirk's Automotive, Inc.	Detroit, MI	25	EA	No Bid	No Bid
#0-61 - Oil Filter, Trolley					
<b>Texas Enterprises, Inc. dba United Oil &amp; Grease</b>	<b>Austin, TX</b>	<b>10</b>	<b>EA</b>	<b>4.03</b>	<b>40.28</b>
Vehicle Maintenance Program, Inc	Boca, FL	10	EA	4.60	46.00
IEH Auto Parts, LLC	Moorestown, NJ	10	EA	5.16	51.60
Arnold Oil Company of Austin	Austin, TX	10	EA	6.45	64.50
Kirk's Automotive, Inc.	Detroit, MI	10	EA	No Bid	No Bid

City of Lubbock

Citibus

Bid Tabulation

Description/Vendor	Location	Estimated Qty (+/-) (a)	UOM	Unit Price per Tire (b)	Extended Cost (a*b)
#0-62 - Oil Filter, DART					
<b>Vehicle Maintenance Program, Inc</b>	<b>Boca, FL</b>	<b>80</b>	<b>EA</b>	<b>17.40</b>	<b>1,392.00</b>
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	80	EA	24.45	1,955.84
Kirk's Automotive, Inc.	Detroit, MI	80	EA	28.00	2,240.00
IEH Auto Parts, LLC	Moorestown, NJ	80	EA	29.37	2,349.60
Arnold Oil Company of Austin	Austin, TX	80	EA	36.70	2,936.00
#0-63 - Air Filter, Chevy Arboc					
<b>Texas Enterprises, Inc. dba United Oil &amp; Grease</b>	<b>Austin, TX</b>	<b>75</b>	<b>EA</b>	<b>8.34</b>	<b>625.50</b>
IEH Auto Parts, LLC	Moorestown, NJ	75	EA	9.07	680.25
Arnold Oil Company of Austin	Austin, TX	75	EA	12.89	966.75
Vehicle Maintenance Program, Inc	Boca, FL	75	EA	14.33	1,074.75
Kirk's Automotive, Inc.	Detroit, MI	75	EA	No Bid	No Bid
#0-64 - Air Filter, International					
<b>Vehicle Maintenance Program, Inc</b>	<b>Boca, FL</b>	<b>10</b>	<b>EA</b>	<b>18.04</b>	<b>180.40</b>
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	10	EA	34.50	345.00
IEH Auto Parts, LLC	Moorestown, NJ	10	EA	38.13	381.30
Arnold Oil Company of Austin	Austin, TX	10	EA	47.65	476.50
Kirk's Automotive, Inc.	Detroit, MI	10	EA	No Bid	No Bid
#0-65 - Air Filter, Gillig Hybrid					
<b>Vehicle Maintenance Program, Inc</b>	<b>Boca, FL</b>	<b>10</b>	<b>EA</b>	<b>39.39</b>	<b>393.90</b>
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	10	EA	42.38	423.80
IEH Auto Parts, LLC	Moorestown, NJ	10	EA	52.00	520.00
Arnold Oil Company of Austin	Austin, TX	10	EA	64.98	649.80
Kirk's Automotive, Inc.	Detroit, MI	10	EA	No Bid	No Bid
#0-66 - Cabin Air Filter, International					
<b>Vehicle Maintenance Program, Inc</b>	<b>Boca, FL</b>	<b>20</b>	<b>EA</b>	<b>5.25</b>	<b>105.00</b>
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	20	EA	11.16	223.20
IEH Auto Parts, LLC	Moorestown, NJ	20	EA	13.78	275.60
Arnold Oil Company of Austin	Austin, TX	20	EA	17.23	344.60
Kirk's Automotive, Inc.	Detroit, MI	20	EA	No Bid	No Bid
#0-67 - Trans. Filter, RTS/DART					
<b>Texas Enterprises, Inc. dba United Oil &amp; Grease</b>	<b>Austin, TX</b>	<b>50</b>	<b>EA</b>	<b>23.80</b>	<b>1,190.20</b>
IEH Auto Parts, LLC	Moorestown, NJ	50	EA	51.82	2,591.00
Arnold Oil Company of Austin	Austin, TX	50	EA	66.25	3,312.50
Kirk's Automotive, Inc.	Detroit, MI	50	EA	No Bid	No Bid
Vehicle Maintenance Program, Inc	Boca, FL	50	EA	No Bid	No Bid
#0-68 - Air Filter, RTS/DART					
<b>Vehicle Maintenance Program, Inc</b>	<b>Boca, FL</b>	<b>20</b>	<b>EA</b>	<b>36.66</b>	<b>733.20</b>
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	20	EA	48.36	967.12
IEH Auto Parts, LLC	Moorestown, NJ	20	EA	58.06	1,161.20
Arnold Oil Company of Austin	Austin, TX	20	EA	72.54	1,450.80
Kirk's Automotive, Inc.	Detroit, MI	20	EA	No Bid	No Bid
#0-69 - Air Filter, MV1					
<b>IEH Auto Parts, LLC</b>	<b>Moorestown, NJ</b>	<b>10</b>	<b>EA</b>	<b>8.90</b>	<b>89.00</b>
Arnold Oil Company of Austin	Austin, TX	10	EA	No Bid	No Bid
Kirk's Automotive, Inc.	Detroit, MI	10	EA	No Bid	No Bid
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	10	EA	No Bid	No Bid
Vehicle Maintenance Program, Inc	Boca, FL	10	EA	No Bid	No Bid

City of Lubbock

Citibus

Bid Tabulation

Description/Vendor	Location	Estimated Qty (+/-) (a)	UOM	Unit Price per Tire (b)	Extended Cost (a*b)
#0-70 - Oil Filter, MV1					
<b>Vehicle Maintenance Program, Inc</b>	<b>Boca, FL</b>	<b>10</b>	<b>EA</b>	<b>2.94</b>	<b>29.40</b>
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	10	EA	3.00	29.96
IEH Auto Parts, LLC	Moorestown, NJ	10	EA	3.15	31.50
Arnold Oil Company of Austin	Austin, TX	10	EA	3.58	35.80
Kirk's Automotive, Inc.	Detroit, MI	10	EA	No Bid	No Bid
#0-71 - Fuel Filter, 17 Gillig					
<b>Texas Enterprises, Inc. dba United Oil &amp; Grease</b>	<b>Austin, TX</b>	<b>50</b>	<b>EA</b>	<b>17.33</b>	<b>866.60</b>
Vehicle Maintenance Program, Inc	Boca, FL	50	EA	19.31	965.50
IEH Auto Parts, LLC	Moorestown, NJ	50	EA	24.14	1,207.00
Arnold Oil Company of Austin	Austin, TX	50	EA	30.16	1,508.00
Kirk's Automotive, Inc.	Detroit, MI	50	EA	No Bid	No Bid
#0-72 - Def Urea Filter					
<b>Vehicle Maintenance Program, Inc</b>	<b>Boca, FL</b>	<b>100</b>	<b>EA</b>	<b>16.25</b>	<b>1,625.00</b>
Kirk's Automotive, Inc.	Detroit, MI	100	EA	25.00	2,500.00
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	100	EA	42.80	4,280.00
IEH Auto Parts, LLC	Moorestown, NJ	100	EA	56.61	5,661.00
Arnold Oil Company of Austin	Austin, TX	100	EA	79.61	7,961.00
#0-73 - Fuel Filter, DART					
<b>Vehicle Maintenance Program, Inc</b>	<b>Boca, FL</b>	<b>25</b>	<b>EA</b>	<b>7.70</b>	<b>192.50</b>
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	25	EA	9.08	226.90
IEH Auto Parts, LLC	Moorestown, NJ	25	EA	11.47	286.75
Arnold Oil Company of Austin	Austin, TX	25	EA	14.34	358.50
Kirk's Automotive, Inc.	Detroit, MI	25	EA	No Bid	No Bid
#0-74 - Crankcase Filter, 17 Gillig					
<b>Vehicle Maintenance Program, Inc</b>	<b>Boca, FL</b>	<b>25</b>	<b>EA</b>	<b>58.88</b>	<b>1,472.00</b>
Arnold Oil Company of Austin	Austin, TX	25	EA	76.46	1,911.50
IEH Auto Parts, LLC	Moorestown, NJ	25	EA	No Bid	No Bid
Kirk's Automotive, Inc.	Detroit, MI	25	EA	No Bid	No Bid
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	25	EA	No Bid	No Bid
#0-75 - Crankcase Filter 11/13 Gillig					
<b>Texas Enterprises, Inc. dba United Oil &amp; Grease</b>	<b>Austin, TX</b>	<b>25</b>	<b>EA</b>	<b>34.89</b>	<b>872.30</b>
Vehicle Maintenance Program, Inc	Boca, FL	25	EA	58.98	1,474.50
Arnold Oil Company of Austin	Austin, TX	25	EA	76.83	1,920.75
IEH Auto Parts, LLC	Moorestown, NJ	25	EA	No Bid	No Bid
Kirk's Automotive, Inc.	Detroit, MI	25	EA	No Bid	No Bid
#0-76 - Oil Filter, Promaster van					
<b>Vehicle Maintenance Program, Inc</b>	<b>Boca, FL</b>	<b>50</b>	<b>EA</b>	<b>1.48</b>	<b>74.00</b>
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	50	EA	3.00	149.80
IEH Auto Parts, LLC	Moorestown, NJ	50	EA	3.04	152.00
Kirk's Automotive, Inc.	Detroit, MI	50	EA	3.45	172.50
Arnold Oil Company of Austin	Austin, TX	50	EA	4.31	215.50
#0-77 - Air Filter, Promaster Van					
<b>Vehicle Maintenance Program, Inc</b>	<b>Boca, FL</b>	<b>50</b>	<b>EA</b>	<b>13.76</b>	<b>688.00</b>
Texas Enterprises, Inc. dba United Oil & Grease	Austin, TX	50	EA	16.75	837.40
Kirk's Automotive, Inc.	Detroit, MI	50	EA	18.25	912.50
IEH Auto Parts, LLC	Moorestown, NJ	50	EA	18.29	914.50
Arnold Oil Company of Austin	Austin, TX	50	EA	25.99	1,299.50

City of Lubbock

Citibus

Bid Tabulation

<b>Description/Vendor</b>	<b>Location</b>	<b>Estimated Qty (+/-) (a)</b>	<b>UOM</b>	<b>Unit Price per Tire (b)</b>	<b>Extended Cost (a*b)</b>
#0-78 - Transmission Filter, Promaster Van					
<b>Texas Enterprises, Inc. dba United Oil &amp; Grease</b>	<b>Austin, TX</b>	<b>20</b>	<b>EA</b>	<b>10.28</b>	<b>205.68</b>
IEH Auto Parts, LLC	Moorestown, NJ	20	EA	11.36	227.20
Vehicle Maintenance Program, Inc	Boca, FL	20	EA	12.95	259.00
Arnold Oil Company of Austin	Austin, TX	20	EA	16.14	322.80
Kirk's Automotive, Inc.	Detroit, MI	20	EA	No Bid	No Bid

**Item by Item**

IEH Auto Parts, LLC (Item 18 and 69)	Moorestown, NJ	\$	166.90	
Kirk's Automotive, Inc. (Items 6 and 13)	Detroit, MI		9,350.00	
Arnold Oil Company of Austin (Items 15 and 21)	Austin, TX		901.55	
Texas Enterprises, Inc. dba United Oil & Grease (Items 7, 8, 10-12, 14-17, 19, 27, 28, 31, 34, 36, 38, 39, 42-46, 48, 52, 59-61, 63, 67, 71, 75 and 78)	Austin, TX		10,777.46	
Vehicle Maintenance Program, Inc. (Items 1, 3-5, 9, 12, 20, 22-25, 30, 32, 33, 35, 37, 40, 41, 44, 47, 49, 50, 51, 53-58, 62, 64, 65, 66, 68, 70, 72-74, 76, and 77)	Boca, FL		25,009.00	

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**Purchasing and Contract Management  
Project Summary  
ITB 21-15861-KM Automotive Filters for Citibus**

Notice was published in the Lubbock Avalanche Journal on March 17 and March 24, 2021.

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

Notice was published on BidSync.com from April 30, 2021 to May 20, 2021.

Notice was published on Bonfire-hub.com from April 30, 2021 to May 20, 2021.

26 vendors viewed using BidSync.com.

4 vendors downloaded the documents from Bidsync.com

24 vendors took documents from Bonfire-hub.com

10 vendors were notified separately.

5 vendors submitted a bids.



**Regular City Council Meeting**

**6. 11.**

**Meeting Date:** 08/10/2021

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**Information**

**Agenda Item**

**Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor to execute an amendment to the interlocal agreement with Texas Tech University for campus bus service provided by Citibus.

**Item Summary**

The amendment to the interlocal agreement with Texas Tech University (TTU) for transit services is for a 1-year extension to the current agreement beginning September 1, 2021, and ending on August 31, 2022. The 2018 – 2020 interlocal agreement with TTU was originally approved by the City Council on July 26, 2018.

The 2021 – 2022 contract cost will be \$61.00 per hour. It is estimated that Citibus will provide 64,902 hours of service during academic year 2021-2022 for an estimated total of \$3,959,000. The contract includes a fuel cost adjustment above \$2.30 per gallon. This is an 8.93% increase from the 2018 – 2020 contract. The minimum number of service hours for this contract is 63,000. The price per hour covers full cost recovery for the City of Lubbock. The City of Lubbock/Citibus has had a contract with Texas Tech University since 1968, with the fuel cost adjustment being added to the contract in 1981.

In accordance with the TTU agreement, Citibus does not collect fares from its passengers for this service.

The TTU Board of Regents will consider approval of the contract at their August meeting.

**Fiscal Impact**

The approval of this amendment will result in no additional cost to the City of Lubbock. Citibus anticipates receiving \$3,959,000; however, this amount could change, dependent on the services and number of hours provided.

**Staff/Board Recommending**

Bill Howerton, Deputy City Manager  
Chris Mandrell, General Manager of Citibus

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**Attachments**

Resolution - TTU Amendment 2021  
TTU Agreement - Citibus Service

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**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Second Amendment to that certain Interlocal Transit System Management Agreement dated July 26, 2018, extending the term of the agreement and increasing the hourly rate charged and minimum hour requirements, by and between the City of Lubbock and Texas Tech University, and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

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

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

ATTEST:

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

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

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

ccdcs/RES.Amendment-Texas Tech University  
August 2, 2021

## SECOND AMENDMENT TO INTERLOCAL TRANSIT SYSTEM MANAGEMENT AGREEMENT

This Second Amendment to Interlocal Transit System Management Agreement ("Amendment") is entered into on this, the \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the City of Lubbock, Texas, a Texas municipal corporation ("City") and Texas Tech University, a Texas public institution of higher education ("University"), collectively the "Parties".

WHEREAS, the Parties entered into an Interlocal Transit System Management Agreement (the "Agreement") dated July 26, 2018 (Resolution No. 2018-R0231) setting forth certain terms and conditions respecting the provision of transportation services to University by City; and

WHEREAS, the Agreement provided for a term of two (2) years; and

WHEREAS, the Parties on July 14, 2020 by amendment extended the term of the Agreement for an additional year (Resolution No. 2020-R0221) and increased the hourly rate charged; and

WHEREAS, the Parties now desire to extend the term of the Agreement for an additional year, as set forth below, with an increase to the hourly rate charged and minimum hour requirements, with all other provisions of the Agreement remaining unchanged, except conforming changes as set forth below.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree to amend, and do amend, the Agreement as follows:

1. The first sentence of Article 1, Section A shall read as follows:

"The bus service contemplated under this Agreement shall be provided by the City for the University for a term of four (4) years, beginning September 1, 2018 and ending August 31, 2022, at an hourly rate as set forth in this Agreement (the "Term")."

2. Article 2, Section G shall read as follows:

"The City shall not collect fares from the passengers of the bus service contemplated under this Agreement, but shall charge the University for providing bus service on the Campus as follows:

During the period from September 1, 2018, and August 31, 2020, the City will provide an estimated thirty-six thousand four hundred and one and fifty-one hundredths (36,401.51) hours of service annually at a base rate of fifty-five dollars (\$55.00) per hour, for a total of four million four thousand one hundred sixty-six dollars and ten cents (\$4,004,166.10), with such hours being calculated based on the published 2018-19 school calendar.

During the period from September 1, 2020, and August 31, 2021, the City will provide an estimated thirty-six thousand four hundred and one and fifty-one hundredths (36,401.51) hours of service at a base rate of fifty-six dollars (\$56.00) per hour, for a total of two million thirty-eight thousand four hundred eighty-four dollars and fifty-six cents (\$2,038,484.56), with such hours being calculated based on the published 2018-19 school calendar.

During the period from September 1, 2021, and August 31, 2022, the City will provide an estimated twenty-nine thousand four hundred nine and eighty-four hundredths (29,409.84) hours of service at a base rate of sixty-one dollars (\$61.00) per hour, for a total of one million seven hundred ninety-four dollars and twenty-four cents (\$1,794,000.24), with such hours being calculated based on the published 2021-22 school calendar.”

3. Article 2, Section H shall read as follows:

“The City shall not collect fares from the passengers of the bus service contemplated under this Agreement, but shall charge the University for providing bus service off of the Campus as follows:

During the period from September 1, 2018, and August 31, 2020, the City will provide an estimated thirty-two thousand nine hundred and twenty-one and forty-nine hundredths (32,921.49) hours of service annually at a base rate of fifty-five dollars (\$55.00) per hour, for a total of three million six hundred twenty-one thousand three hundred sixty-three dollars and ninety cents (\$3,621,363.90), with such hours being calculated based on the published 2018-19 school calendar.

During the period from September 1, 2020, and August 31, 2021, the City will provide an estimated thirty-two thousand nine hundred and twenty-one and forty-nine hundredths (32,921.49) hours of service at a base rate of fifty-six dollars (\$56.00) per hour, for a total of one million eight hundred forty-three thousand six hundred three dollars and forty-four cents (\$1,843,603.44), with such hours being calculated based on the published 2018-19 school calendar.

During the period from September 1, 2021, and August 31, 2022, the City will provide an estimated thirty-five thousand four hundred ninety-one and eighty hundredths (35,491.80) hours of service at a base rate of sixty-one dollars (\$61.00) per hour, for a total of two million one hundred sixty-four thousand nine hundred ninety-nine dollars and eighty cents (\$2,164,999.80), with such hours being calculated based on the published 2021-22 school calendar.”

4. Article 2, Section I shall read as follows:

“The total estimated charges for the on Campus and off Campus bus service contemplated under this Agreement for the Term, calculated by adding the total charges in Sections G and H of this Article, and excluding any additional charges contemplated in

this Agreement for the Term, shall be fifteen million four hundred sixty-six thousand six hundred eighteen dollars and four cents (\$15,466,618.04).”

5. Article 2, Section L shall read as follows:

“The Parties acknowledge that for the period from September 1, 2018 to August 31, 2020 the discount base rate of fifty-five dollars (\$55.00) shall apply only if the total annual number of bus service hours under this Agreement for that same period is sixty-seven thousand five hundred (67,500) hours of greater. In the event the total annual number of bus service hours is less than sixty-seven thousand five hundred (67,500) hours, then the standard base rate of fifty-six dollars and thirty-five cents (\$56.35) shall be applied retroactively from the start date of the Term for all bus services provided by the City from September 1, 2018 to August 31, 2020.

The Parties acknowledge that for the period from September 1, 2020 to August 31, 2021 the discount base rate of fifty-six dollars (\$56.00) shall apply only if the total annual number of bus service hours under this Agreement for that same period is sixty-seven thousand five hundred (67,500) hours of greater. In the event the total annual number of bus service hours is less than sixty-seven thousand five hundred (67,500) hours, then the standard base rate of fifty-seven dollars and thirty-five cents (\$57.35) shall be applied retroactively to September 1, 2020 for all bus services provided by the City until the expiration of the Term.

The Parties acknowledge that for the period from September 1, 2021 to August 31, 2022 the discount base rate of sixty-one dollars (\$61.00) shall apply only if the total annual number of bus service hours under this Agreement for that same period is sixty-three thousand (63,000) hours of greater. In the event the total annual number of bus service hours is less than sixty-three thousand (63,000) hours, then the standard base rate of sixty-two dollars and fifty-two cents (\$62.52) shall be applied retroactively to September 1, 2021 for all bus services provided by the City until the expiration of the Term.”

The Parties further agree that all other terms and conditions of the Agreement shall continue in full force and effect for all purposes.

*[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]*

Exhibit A  
Contract Actual Spend

2018-2019

On Campus

31,373.98 hours

\$1,731,504.77

Off Campus

41,336.24 hours

\$2,281,844.85

2019-2020

On Campus

21,083.22 hours

\$1,177,040.15

Off Campus

27,483.33 hours

\$1,534,350.10

2020-2021 (thru June 2021)

On Campus

19,440.38 hours

\$1,088,661

Off Campus

34,289.92 hours

\$1,920,235.57



CITY OF LUBBOCK

University

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

\_\_\_\_\_  
Lawrence Schovanec, President

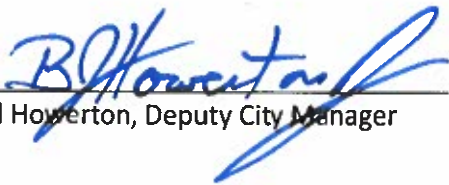
ATTEST:

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

\_\_\_\_\_  
(Printed Name)

APPROVED AS TO CONTENT:

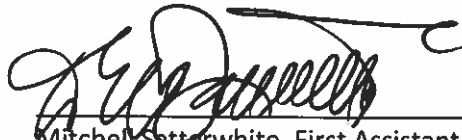
APPROVED AS TO CONTENT:

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

\_\_\_\_\_  
Noel Sloan, Senior Vice President for  
Administration and Finance,  
Chief Financial Officer

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
(Printed Name)



**Regular City Council Meeting**

**6. 12.**

**Meeting Date:** 08/10/2021

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**Information**

**Agenda Item**

**Resolution - Police:** Consider a resolution authorizing the Chief of Police to execute a Short Term Joint Operation Memorandum of Understanding between the United States Marshals Service and the Lubbock Police Department as it relates to the reimbursement to the City of Lubbock for certain overtime expenses incurred during the investigation and/or arrest of persons with active arrest warrants.

**Item Summary**

This Memorandum of Understanding (MOU) is for use in temporary, short-term joint operations with state/local agencies not a part of standing United States Marshals Service (USMS) Investigative Operations Division regional and/or district task forces and in geographic areas not routinely served by standing USMS regional and/or district task forces.

The primary purpose of the operation is to conduct joint law enforcement activities to investigate and/or arrest persons who have active arrest warrants adopted by the United States Marshals Service (USMS) and/or federal warrants for their arrest and/or who are in violation of the Adam Walsh Act. The intent of this joint effort is to investigate and/or arrest local, state, and federal fugitives, to improve public safety, reduce violent crime, and reduce the number of fugitive non-compliant sex offenders.

**Fiscal Impact**

Overtime expenses incurred by the LPD will be reimbursed up to \$12,913.60. LPD will remain responsible for the salary and benefits of the officers who participate in the joint operation.

**Staff/Board Recommending**

Floyd Mitchell, Chief of Police

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**Attachments**

Resolution - MOU with USMS  
MOU with USMS

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**RESOLUTION**

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

THAT the Chief of Police for the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an **Short-Term Joint Operation Memorandum of Understanding** and related documents between the City of Lubbock and the United States Marshal's Service related to the **investigation and/or arrest of persons with active arrest warrants, with reimbursement to the City of Lubbock for certain overtime expenses, not to exceed \$12,913.60**. 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

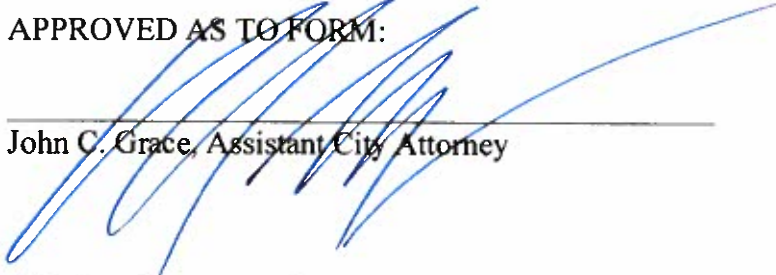
ATTEST:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Floyd Mitchell, Chief of Police

APPROVED AS TO FORM:

  
\_\_\_\_\_  
John C. Grace, Assistant City Attorney

# United States Marshals Service

## Short-Term Joint Operation – Memorandum of Understanding

Rev. 11/2019

**PARTIES AND AUTHORITY:** This Memorandum of Understanding (MOU) is entered into by the participating agency and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1) and 34 U.S.C. § 20941. Under those statutes, the USMS is authorized to assist state and local jurisdictions in executing arrest warrants for certain violent state felons and in locating and apprehending sex offenders who are non-compliant with the requirement that they register as a sex offender. This MOU is for use in temporary, short-term, joint operations with state/local agencies not a part of standing USMS Investigative Operations Division (IOD) regional and/or district task forces and in geographic areas not routinely served by standing USMS regional and/or district task forces.

**MISSION:** The primary mission of the operation is to conduct joint law enforcement activities to investigate and/or arrest, as part of temporary, short-term joint law enforcement operations, persons who have active state arrest warrants adopted by the USMS and/or federal warrants for their arrest and/or who are in potential violation of the Adam Walsh Act. The intent of this joint effort is to improve public safety, reduce violent crime, disrupt criminal gangs, and/or reduce the number of fugitive non-compliant sex offenders.

Federal fugitive cases referred through this joint operation for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state or local agency. Entry of warrants into NCIC is critical to enhance officer safety and to facilitate proactive enforcement, and intelligence gathering.

**PERSONNEL:** Administrative matters, which are internal to the participating agencies, remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the supervision/conduct of its personnel in this joint endeavor.

Non-USMS law enforcement officers assigned for purposes of this joint operation will be deputized as Special Deputy U.S. Marshals as needed for Investigative or Geographic Jurisdiction. Joint operation personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of the joint operation. State or local task force officers (TFOs) traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.

**REIMBURSEMENT:** If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state and local investigators who provide support to USMS joint law enforcement operations; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided.

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the rest of the United States. Reimbursement for all types of qualified expenses, to include overtime for other personnel, including administrative personnel, where approved as part of the joint operation, shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted at the conclusion of the joint operation, and which provides the names of the investigators or administrative personnel who incurred overtime for the joint operation; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator or administrative personnel, and the total cost. If the joint operation lasts longer than 90 days, requests should be submitted quarterly.

The request for reimbursement must be submitted to the District Chief Deputy or IOD Chief Inspector, who will review the request for reimbursement, stamp and sign indicating that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

***Reimbursable Funds for all USMS approved expenditures are capped at no more than***  
**\$ 12,913.60**

**RECORDS AND REPORTS:** Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the temporary, short-term joint law enforcement operations shall be retained by the agency in the joint operation responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriate. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules, and regulations. Joint operation statistics will be maintained by the USMS. Statistics will be made available to any participating agency upon request.

All investigative reporting will be prepared in compliance with existing USMS policy and procedures utilizing the USMS case management systems. Every effort should be made to document investigative activities on USMS forms, such as USM-11s and USM-210s. Temporary, short-term joint law enforcement operations records and documents, including reports prepared in cases assigned to temporary, short-term joint law enforcement operations personnel, will be maintained in USMS electronic records.

This section does not preclude the necessity of individual TFOs completing forms required by their employing agency. If information developed during a USMS investigation is included in such a form, the TFO's department will maintain the information as an agent of the temporary, short-term joint law enforcement operations. No information gathered during the course of the temporary, short-term joint law enforcement operations activities, to include informal communications between TFOs and USMS personnel, may be disseminated to any third party, non-joint operation member by any joint operation member without the express permission of the District Chief Deputy or IOD Chief Inspector, or his/her designee.

Documents containing information that identifies or tends to identify a USMS confidential source shall not be placed in the files of participating agencies unless appropriate USMS policy has been satisfied.

**CONFIDENTIAL SOURCES / CONFIDENTIAL INFORMANTS:** Pending the availability of funds, the USMS may provide funding for payment of Confidential Sources (CS) or Confidential Informants (CI). The use of CS/CIs, registration of CS/CIs and all payments to CS/CIs shall comply with USMS policy. USMS payment to an individual providing information or "tips" related to a USMS offered reward on an active fugitive case shall be accomplished by registering the individual or "tipster" through the established USMS CS payment process.

**USE OF FORCE:** All members of the participating agency will comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-than-lethal devices, to include completing all necessary training and certification requirements. All members of the joint operation will read and adhere to the DOJ Policy Statement on the Use of Less-Than-Lethal Devices, dated May 16, 2011, and their parent agencies will review the Policy Statement to assure that they approve. Copies of all applicable firearms, deadly force, and less-than-lethal policies shall be provided to the District Chief Deputy or IOD Chief Inspector and each concerned TFO. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s).

Additionally, in the event of a shooting, the required reporting for the FBI National Use of Force Data Collection (NUOFDC) should be accomplished by the involved joint operation personnel's employing agency when the TFO is inside their primary/physical jurisdiction and by the USMS when the TFO is outside their employing agency's primary/physical jurisdiction. If the employing agency wishes to submit such NUOFDC entries regardless of the physical location of the event that is allowed under this MOU with prior written notice to the USMS.

**NEWS MEDIA:** Media inquiries will be referred to the District Chief Deputy or IOD Chief Inspector. A press release may be issued and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the joint operation and the participant agency.

**RELEASE OF LIABILITY:** Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives, limits, or modifies any party's sovereign rights or immunities under applicable law.

**PERIOD OF PERFORMANCE/EFFECTIVE DATE/TERMINATION:**  
Once signed, this MOU will become effective upon the commencement of the operation and terminate upon the operation's conclusion.

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Operation Name: Lubbock Back To School 2021

UNITED STATES MARSHAL, RFTF COMMANDER, or IOD REGIONAL CHIEF INSPECTOR:

Print Name: Quintella Downs

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

PARTICIPANT AGENCY:

Name: City of Lubbock on behalf of its Police Department

Phone: 806-775-2865

Location (City and State): Lubbock, Texas

PARTICIPANT AGENCY REPRESENTATIVE(S):

Print Name and Title: Floyd Mitchell, Chief of Police

Signature: 

Date: 6-29-21

PRINT FORM

APPROVED AS TO FORM

  
John C. Grace  
Assistant City Attorney



**Regular City Council Meeting**

**6. 13.**

**Meeting Date:** 08/10/2021

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**Information**

**Agenda Item**

**Resolution - Police:** Consider a resolution authorizing the Mayor to execute Subaward Agreement 21-0590, and related documents, between the City of Lubbock and Texas Tech University, to facilitate the implementation of a wellness program for the Lubbock Police Department.

**Item Summary**

This subaward agreement was requested by Texas Tech University (TTU) due to changes in the process enabling the researchers at TTU to receive payments for their services. TTU researchers are a vital part of the Law Enforcement Mental Health Wellness grant that the police department was awarded. The researchers are collecting and analyzing the data for the LPD Wellness Program. The subaward agreement states that the City of Lubbock will pay TTU the amount allocated in the grant for the researchers work.

**Fiscal Impact**

The total cost will not exceed \$21,999, and the grant is funded through the Office of Community Oriented Policing Services.

**Staff/Board Recommending**

Floyd Mitchell, Chief of Police

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**Attachments**

Resolution  
Agreement w/ TTU  
Budget Justification  
Budget Summary

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**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Subaward Agreement 21-0590 Between the City of Lubbock and Texas Tech University and related documents, to facilitate the implementation of a wellness program for the Lubbock Police Department. Said Subaward Agreement and related documents are attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

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

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

ATTEST:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Floyd Mitchell, Chief of Police

APPROVED AS TO FORM:

  
\_\_\_\_\_  
John C. Grace, Assistant City Attorney



**Subaward Agreement 21-0598  
between  
City of Lubbock  
and  
Texas Tech University**

This Agreement, by and between City of Lubbock (hereinafter referred to as "Lubbock") on behalf of its police department, whose principal place of business is 916 Texas Avenue, Lubbock, Texas 79401 and Texas Tech University, a Texas state institution of higher education whose principal place of business is 2500 Broadway Ave., Lubbock, TX 79409, (hereinafter referred to as "SUBRECIPIENT"), is for the following purpose:

Whereas, **Lubbock** is the recipient of the following award (hereinafter referenced to as the "Prime Award" and attached hereto as Exhibit A):

Award Number:	2020MHWXK017
Project Sponsor:	U.S. Department of Justice – Office of Community Oriented Policing Services
Project Title:	Lubbock Peer Support Project
Lubbock Technical Contact:	Lieutenant Misti Snodgrass
Subrecipient Investigator:	Dr. Megan Thoen

and whereas, said Prime Award involves an approved collaborative effort between Lubbock and SUBRECIPIENT, and SUBRECIPIENT has agreed to use its personnel, facilities, and reasonable efforts in the performance of the work; therefore, the parties mutually agree as follows:

#### **ARTICLE 1. SCOPE OF WORK**

SUBRECIPIENT shall supply all the necessary personnel, equipment, and materials (except as otherwise may be provided herein) to accomplish the tasks set forth in the attached Scope of Work, marked Exhibit B, which by this reference is incorporated herein.

#### **ARTICLE 2. PERIOD OF PERFORMANCE**

The term of this Agreement shall commence 09/01/2020 and terminate 08/31/2022, unless otherwise extended by mutual written agreement of the parties.

#### **ARTICLE 3. LIMITATION ON COSTS**

The total cost of performing the tasks under Article 1 of this Agreement will not exceed \$21,999. Lubbock shall not, in the absence of a modification hereto, be obligated to reimburse SUBRECIPIENT for costs that are in excess of the total amount specified in this Article.

The budget for which TTU has based this support is detailed in Exhibit C.

#### **ARTICLE 4. LUBBOCK TECHNICAL CONTACT**

Lieutenant Snodgrass, as the Lubbock Technical Contact of the project and representative of Lubbock, shall have the overall responsibility of the technical, scientific, and programmatic aspects of the project funded by the Project Sponsor. Any changes to the Scope of Work by SUBRECIPIENT shall require the prior written approval of Lubbock and the Lubbock Technical Contact.

## **ARTICLE 5. SUBRECIPIENT INVESTIGATOR (SUBRECIPIENT)**

The Subrecipient Investigator representing SUBRECIPIENT for the purpose of technical direction in accordance with Article 1 shall be Dr. Megan Thoen. A change in the designated Subrecipient Investigator shall require the prior approval of Lubbock and the Lubbock Technical Contact.

## **ARTICLE 6. USE OF FUNDS**

SUBRECIPIENT is responsible for ensuring that costs charged to this Agreement (1) benefit the Scope of Work being funded, (2) are consistent with the Project Sponsor's terms and conditions of the Prime Award, and (3) are allowable, allocable, and reasonable under federal cost principles.

## **ARTICLE 7. PRIOR APPROVALS**

Written requests made by SUBRECIPIENT for cost or other administrative prior approvals required by the provisions set forth by this Agreement shall be signed by both SUBRECIPIENT's Investigator and Authorized Representative and shall be submitted to Lubbock's Authorized Representative, who will initiate the appropriate action required.

## **ARTICLE 8. TERMS OF PAYMENT**

SUBRECIPIENT shall submit an invoice, for the full award amount, upon fully executed Agreement for reimbursement to Lubbock's Technical Contact at the following email address:

[msnodgrass@mylubbock.us](mailto:msnodgrass@mylubbock.us)  
Lieutenant Misti Snodgrass

Invoice must reference Agreement No. 21-0598, the Project Title, and the name of the Principal Investigator.

If the Invoice does not meet these requirements it will be rejected by Lubbock and returned unpaid to SUBRECIPIENT. Questions regarding invoices should be directed to Lubbock's Technical Contact.

## **ARTICLE 9. REPORTING REQUIREMENTS**

SUBRECIPIENT agrees to provide annual progress reports and to assist and/or render any additional reports that may be requested by Lubbock that are needed to allow TTU to meet the Project Sponsor's reporting requirements.

All technical performance progress reports and financial reports must be submitted to Lubbock. The final progress report must be marked "Final" and shall be submitted to Lubbock not later than sixty (60) days beyond the termination date of this Agreement.

## **ARTICLE 10. CONDITIONS OF AWARD**

The SUBRECIPIENT agrees to comply with the provisions set forth by the Project Sponsor's Terms and Conditions of Award, incorporated herein as Exhibit A.

## **ARTICLE 11. AUDIT**

SUBRECIPIENT agrees to maintain books, records, and documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this Agreement to the extent and in such detail as will properly reflect all costs and expenses of whatever nature for which reimbursement is claimed. The books of account and other records that are applicable to this Agreement shall at all times be available for inspection, review, and audit by Lubbock to determine proper application and use of all funds paid to or for the account of benefit of SUBRECIPIENT.

All costs incurred under this Agreement are also subject to audit by the Project Sponsor and/or their agents. SUBRECIPIENT agrees to give the Project Sponsor and/or their agents access to its records where necessary to support costs relating to the grant. SUBRECIPIENT will compensate Lubbock for any refunds to the Project Sponsor that may be required of Lubbock as a result of a disallowance of SUBRECIPIENT's costs.

## **ARTICLE 12. EQUIPMENT ACCOUNTABILITY**

Inventory accountability and disposition of equipment will be in accordance with the Project Sponsor's policy. Upon termination of the project, SUBRECIPIENT's need for any equipment acquired under this Agreement shall be taken into account when determining disposition of title.

## **ARTICLE 13. INTELLECTUAL PROPERTY AND PUBLICATIONS**

The results and data developed by this collaborative effort, if jointly developed, will be jointly owned by the parties, and if developed solely by one party, will be owned solely by that party. Each party grants to the other party a non-exclusive, royalty-free license to use the results and data developed solely by each other, provided that each party uses such results and data only for its own internal research and educational purposes. The parties agree to negotiate in good faith in the event that either requests a license for commercial purposes.

There will be no restrictions on the joint publications of part or all of the data and/or discoveries made, except as they may be necessary to protect confidential information or to file patents. To this end, Lubbock may review all publications prior to submission. Any delay will not exceed ninety (90) days for the purpose of filing patents.

## **ARTICLE 14. PUBLICITY**

No publicity matter having or containing reference to the other party to this Agreement or in which the name of the other party is mentioned shall be made use of until written approval has first been obtained by the party making use of the other party's name.

SUBRECIPIENT acknowledges that Lubbock must comply with the Texas Open Records Act. SUBRECIPIENT will notify Lubbock within 3 (three) business days of any requests under the Act in regard to this Agreement and will provide reasonable assistance to Lubbock if it seeks to prevent disclosure of information related to the Agreement.

## **ARTICLE 15. DEBARMENT/EXCLUSION**

SUBRECIPIENT certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

## **ARTICLE 16. LIABILITY**

SUBRECIPIENT is and will be acting as an independent contractor in the performance of this work and shall be solely responsible for the payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of its employees or agents in connection with the performance of this work.

SUBRECIPIENT shall maintain during the life of this Agreement such bodily injury, professional malpractice, and property damage liability insurance that will protect it from claims for damages for personal injury, including death, as well as from claims for property damage that may arise from its activities under this Agreement.

Neither SUBRECIPIENT nor its employees or assignees shall be deemed employees of Lubbock while performing under this Agreement.

## **ARTICLE 17. TERMINATION**

In the event of termination of the Prime Award, this Agreement shall be automatically terminated as of the termination date of the Prime Award. Additionally, either party shall have the right to terminate this Agreement by giving thirty (30) days' written notice of intent to terminate to the other party's Authorized Representative. SUBRECIPIENT will be reimbursed for any noncancelable obligations properly incurred up to the date of notice of termination.

## **ARTICLE 18. REPRESENTATION**

Representatives of the parties for this Agreement are as follows:

### **A. For TTU**

I. Principal Investigator  
Dr. Megan Thoen  
Psychological Sciences  
Texas Tech University  
Lubbock, TX 79409  
Telephone: (806) 834-1687  
Email: [megan.thoen@ttu.edu](mailto:megan.thoen@ttu.edu)

II. Financial Contact  
Sarah Cody  
Managing Director  
Texas Tech University  
Accounting Services  
Box 41105  
Lubbock, TX 79409-1105  
Telephone: (806) 742-2985  
Email: [ora@ttu.edu](mailto:ora@ttu.edu)

III. Authorized Representative  
Emily Everette  
Program Director  
Office of Research Services

Texas Tech University  
Box 41035  
Lubbock, TX 79409-1305  
Telephone: (806) 742-3884  
Email: [ors.awardservices@ttu.edu](mailto:ors.awardservices@ttu.edu)

B. For Lubbock

I. Technical Contact

Misti Snodgrass  
Lieutenant- Community Engagement  
916 Texas  
Lubbock TX 79401  
P.O. Box 2000  
Lubbock TX 79457  
806-775-3408  
[msnodgrass@mylubbock.us](mailto:msnodgrass@mylubbock.us)

II. Financial Contact

Amber Aguilar  
Senior Accountant  
1314 Avenue K  
Lubbock, TX 79401  
806-775-2149  
[aaguilar@mylubbock.us](mailto:aaguilar@mylubbock.us)

III. Authorized Representative

Rebecca Garza  
City Secretary  
1314 Avenue K, 10<sup>th</sup> Floor  
Lubbock, TX 79401  
[rgarza@mylubbock.us](mailto:rgarza@mylubbock.us)

IV. Authorized Representative

Floyd Mitchell  
Chief of Police  
916 Texas  
Lubbock, TX 79401  
P.O. Box 2000 Lubbock, TX 79457  
[fmitchell@mylubbock.us](mailto:fmitchell@mylubbock.us)

**ARTICLE 19-DISPUTE RESOLUTION**

SUBRECIPIENT will use the Texas Government Code, Chapter 2260's dispute resolution process to attempt to resolve any claim for breach of contract arising under this Agreement that is not resolved in the ordinary course of business.

Lubbock does not waive sovereign immunity by its execution of or by any conduct of its representatives under this agreement, and the dispute resolution process does not affect the Lubbock's right to assert all claims and defenses in a lawsuit.

No Waiver of Immunity. To the extent permitted by law, and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with their own actions, and the actions of personnel in providing assistance rendered or performed pursuant to the terms and conditions of the Agreement. Each Party agrees to obtain general liability, public officials' liability and law enforcement liability, if applicable, or maintain a comparable self-insurance program.

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provisions. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

No Indemnification. Parties expressly acknowledge that their authority to indemnify and/or hold harmless another party is governed by Article XI, Section 7 and/or Article III, Section 50, *et seq.* of the Texas Constitution and any provision which purports to require one governmental entity to indemnify another party, including another governmental entity, is invalid

#### **ARTICLE 20-GOVERNING LAW**

This Agreement will be governed and construed in accordance with the laws of the State of Texas. Venue for any claim arising under this agreement will be the state courts of Lubbock County, Texas.

This Agreement is subject to all present and future valid laws, orders, rules and ordinances and/or regulations of the United States of America, the State of Texas, and the Parties, and any other regulatory body having jurisdiction. This Agreement shall be construed and governed according to the laws of the State of Texas

#### **ARTICLE 21-AGREEMENT MODIFICATION**

An agreement to change the terms of this Agreement will be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of the parties. The contract period may be extended by mutual agreement of parties, which may be communicated by email/letter, and will not require a formal modification of the Agreement.

This agreement may be executed in duplicate.

The terms and conditions in the Agreement will supersede, in the case of any discrepancies between the Agreement and Prime Award.

[REMAINDER OF PAGE LEFT BLANK – SIGNATURES TO FOLLOW]

Accepted for  
City of Lubbock:

Accepted for  
Texas Tech University:

\_\_\_\_\_  
Daniel Pope  
Mayor City of Lubbock

*Emily Everette*  
\_\_\_\_\_  
Emily Everette  
Program Director

7.20.2021

ATTEST:

\_\_\_\_\_  
Becky Garza, City Secretary

APPROVED AS TO CONTENT:

*Floyd Mitchell*  
\_\_\_\_\_  
Floyd Mitchell, Chief of Police

APPROVED AS TO FORM:

*John C. Grace*  
\_\_\_\_\_  
John C. Grace, Assistant City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

S: cityatt CITYATTUJOHN LPD - Contracts Wellness SubawardBetweenCityOfLubbockandTTU (COL FINAL) doc

**Accepted for  
City of Lubbock:**

**Accepted for  
Texas Tech University:**

\_\_\_\_\_  
Daniel Pope  
Mayor City of Lubbock

\_\_\_\_\_  
Emily Everette  
Program Director

ATTEST:

\_\_\_\_\_  
Becky Garza, City Secretary

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Floyd Mitchell, Chief of Police

APPROVED AS TO FORM:

\_\_\_\_\_  
John C. Grace, Assistant City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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**Exhibit A**  
**Notice of Prime Award**

# EXHIBIT A



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES  
145 N Street, NE, Washington, D.C. 20530

**COPS**

Chief Floyd Mitchell  
Administrator Amber Aguilar  
Lubbock Police Department  
P.O. Box 2000  
916 Texas Avenue  
Lubbock, TX 79401

Re: COPS Office Law Enforcement Mental Health and Wellness Act (LEMHWA)  
Award Number: 2020MHWXK017  
Project Title: Lubbock Peer Support Project  
ORI: TX15202

Dear Chief Mitchell and Administrator Aguilar:

On behalf of the Attorney General of the United States, William Barr, and the Office of Community Oriented Policing Services (COPS Office), it is my pleasure to inform you that we have approved your proposal for the Lubbock Peer Support Project through the Law Enforcement Mental Health and Wellness Act (LEMHWA) program in the amount of \$73,407.00. The COPS Office recognizes and appreciates your commitment to this very important initiative.

Contained in this packet is the Award Document, which shows an official award start date of 09/01/2020. The Award Document contains terms, conditions, and requirements for your award. Be sure to familiarize yourself with all terms, conditions, and requirements before signing and accepting your award. A limited number of agencies may be subject to an Additional Award Notification as a result of an ongoing federal civil rights investigation, other award review, or audit of your agency by the U.S. Department of Justice. If applicable to your agency, the Additional Award Notification is included at the end of this letter and is incorporated by reference as part of this letter. In addition, a limited number of agencies may be subject to Special Conditions as a result of high risk designation or other unique circumstances. If applicable to your agency, these Special Conditions will be found in an Award Document Supplement in your award package. **To officially accept the award, electronically sign the Award Document with the Award Terms and Conditions; the Cooperative Agreement that is incorporated by reference into the Award Document; and, if applicable, the Special Award Conditions, High Risk Conditions or both in the Award Document Supplement via the Account Access tab in the COPS Office website at [www.cops.usdoj.gov](http://www.cops.usdoj.gov).**

The awarded Government Executive/Financial Officer (GE/FO) will need to establish an electronic signature in NexGen in order to electronically sign important documents in the grant management process and accept the award. Please contact the COPS Office Response Center at 800-421-6770 or send an email to [askCopsRC@usdoj.gov](mailto:askCopsRC@usdoj.gov) to learn more about the award acceptance process and establish e-signatures.

Please note that the Account Access tab will link to additional award acceptance guidance after September 22, 2020. After this date, the NexGen Agency Portal Login will also no longer be available.

Recipients that have not signed the award document prior to September 22, 2020, will be required to complete the award acceptance process and all future award management activities in the Department of Justice's [Justice Grants System \(JustGrants\)](#) which will launch on October 15, 2020. To accommodate this transition, the COPS Office has extended the award acceptance period from 45 to 65 days from the date of this letter.

A supplemental online award package for FY 2020 LEMHWA award recipients can be found at

<https://cops.usdoj.gov/lemhwa>. We strongly encourage you to visit this site immediately to access a variety of important and helpful documents associated with your award, including the LEMHWA Award Owner's Manual which applies to all LEMHWA awards and specifies the terms, conditions, and requirements of your award. If you have any questions about your award, please do not hesitate to call your Program Manager Camisha Amaker at 202-514-0197 or [camisha.amaker@usdoj.gov](mailto:camisha.amaker@usdoj.gov).

I want to extend my personal appreciation for your efforts and congratulate you on this award. On behalf of the staff at the COPS Office, we look forward to your progress on this important project.



Phillip E. Keith, Director.

Date: 08/18/2020

**Additional Award Notification**



### Award Document

## ***COPS Office Law Enforcement Mental Health and Wellness Act (LEMHWA) Program CFDA - 16.710 - Public Safety Partnership and Community Policing Grants Treasury Account Symbol (TAS) 15X0406***

**Award Number: 2020MHWXK017**

**ORI Number: TX15202**

**OJP Vendor Number: 756000590**

**DUNS Number: 058213893**

**Applicant Organization's Legal Name: Lubbock Police Department**

**Applicant's System for Award Management (SAM) name: Lubbock, City Of**

**Project Title: Lubbock Peer Support Project**

**Law Enforcement Executive / Agency Executive: Chief Floyd Mitchell**

**Government Executive / Financial Official: Administrator Amber Aguilar**

**Award Start Date: 09/01/2020**

**Award End Date: 08/31/2022**

**Award Amount: \$73,407.00**

The FY 2020 Law Enforcement Mental Health and Wellness Act (LEMHWA) program provides funding to improve the delivery of and access to mental health and wellness services for law enforcement through training and technical assistance, demonstration projects, and implementation of promising practices related to peer mentoring mental health and wellness programs.

The Financial Clearance Memorandum (FCM) and, if applicable, the Cooperative Agreement included in your award package are incorporated by reference in their entirety and shall become part of this Award Document. By signing this Award Document, the recipient agrees to abide by all FY 2020 Law Enforcement Mental Health and Wellness Act (LEMHWA) program Award Terms and Conditions: the approved budget in the FCM; if applicable, all requirements in the Cooperative Agreement, and, if applicable, the Special Award Conditions and/or High Risk Conditions in the Award Document Supplement.

Phillip E. Keith, Director,

Date: 08/18/2020

(Signature Pending)

*Signature of the Program Official with the Authority to  
Accept this Grant Award*

(Date Pending)

*Date*

(Signature Pending)

*Signature of the Financial Official with the Authority to  
Accept this Grant Award*

(Date Pending)

*Date*

False statements or claims made in connection with COPS office awards may result in fines, imprisonment, debarment from

participating in federal awards or contracts, and/or any remedy available by law to the Federal Government.

U.S. Department of Justice  
*Office of Community Oriented Policing Services*

**2020 Law Enforcement Mental Health and Wellness Act Program  
Award Terms and Conditions**

By signing the Award Document to accept this Law Enforcement Mental Health and Wellness Act award, your agency agrees to abide by the following award terms and conditions:

**1. Award Owner's Manual.** The recipient agrees to comply with the terms and conditions in the applicable 2020 COPS Office Program Award Owner's Manual; COPS Office statute (34 U.S.C. § 10381, et seq.); the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

**2. Assurances and Certifications.** The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

**3. Allowable Costs.** The funding under this award is for the payment of approved costs for program-specific purposes. The allowable costs approved for your agency's award are limited to those listed in the Financial Clearance Memorandum (FCM), which is included in your agency's award package. The FCM specifies the costs that your agency is allowed to fund with your award. In accordance with 2 C.F.R. § 200.400(g), the recipient must forgo any profit or management fee. Your agency may not use award funds for any costs not identified as allowable in the FCM.

**4. Supplementing, Not Supplanting.** State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

**5. Extensions.** Your agency may request an extension of the award period to receive additional time to implement your award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. § 200.308(d)(2).

**6. Modifications.** Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308. For federal awards in excess of \$250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

**7. Evaluations.** The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

**8. Reports/Performance Goals.** To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic progress reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.327 – 200.328. The progress report is used to track your agency's progress toward

implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity through COPS Office funding. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

**9. Award Monitoring Activities.** Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office may include site visits, office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three years after submission of the final expenditure report. 34 U.S.C. § 10385(a) and 2 C.F.R. §§ 200.333 and 200.336.

**10. Federal Civil Rights.** The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition —

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b) (13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

**11. Equal Employment Opportunity Plan (EEO Plan).** All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

**12. False Statements.** False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

**13. Duplicative Funding.** The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

**14. Additional High-Risk Recipient Requirements.** The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.207.

**15. System for Award Management (SAM) and Universal Identifier Requirements.** The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

I. System for Award Management and Universal Identifier Requirements

A. *Requirement for System for Award Management*

Unless you are exempted from this requirement under 2 C.F.R. § 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. *Requirement for unique entity identifier*

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. *Definitions*

For purposes of this award term:

1. *System for Award Management (SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 C.F.R. Part 25, subpart C:

- a. A Governmental organization, which is a State, local government, or Indian Tribe;



- b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization; and
  - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. *Subaward:*
- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.330).
  - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. *Subrecipient* means an entity that:
- a. Receives a subaward from you under this award; and
  - b. *Is accountable to you for the use of the Federal funds provided by the subaward.*

**16. Reporting Subawards and Executive Compensation.** The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

- I. Reporting Subawards and Executive Compensation.
  - a. *Reporting of first-tier subawards.*
    - 1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
    - 2. *Where and when to report.*
      - i. You must report each obligating action described in paragraph a.1. of this award term to <https://www.fsrs.gov>.
      - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <https://www.fsr.gov> specify.
- b. *Reporting Total Compensation of Recipient Executives.*
1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if —
    - i. the total Federal funding authorized to date under this award is \$25,000 or more;
    - ii. in the preceding fiscal year, you received —
      - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
      - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
    - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>.)
  2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
    - i. As part of your registration profile at <https://www.sam.gov>,
    - ii. By the end of the month following the month in which this award is made, and annually thereafter.
- c. *Reporting of Total Compensation of Subrecipient Executives.*
1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if —
    - i. in the subrecipient's preceding fiscal year, the subrecipient received —
      - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. §

170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

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d. *Exemptions*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions*. For purposes of this award term:

1. Entity means all of the following, as defined in 2 C.F.R. Part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. **Subaward:**
  - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
  - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. **Subrecipient** means an entity that:
  - i. Receives a subaward from you (the recipient) under this award; and
  - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. **Total compensation** means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
  - i. **Salary and bonus.**
  - ii. **Awards of stock, stock options, and stock appreciation rights.** Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. **Earnings for services under non-equity incentive plans.** This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. **Change in pension value.** This is the change in present value of defined benefit and actuarial pension plans.
  - v. **Above-market earnings on deferred compensation which is not tax-qualified.**
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**17. Debarment and Suspension.** The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in Federal assistance programs. 2 C.F.R. Part 180 (Governmentwide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

**18. Employment Eligibility.** The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-

9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

**19. Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information.** The recipient agrees not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award; a gross waste of federal funds; an abuse of authority relating to a federal contract or award; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. The recipient also agrees to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

**20. Mandatory Disclosure.** Recipients and subrecipients must timely disclose in writing to the COPS Office or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM, and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.338.

**21. Conflict of Interest.** Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in accordance with 2 C.F.R. § 200.112.

**22. Contract Provision.** All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

**23. Restrictions on Internal Confidentiality Agreements.** No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Consolidated Appropriations Act, 2020, Public Law 116-93, Division C, Title VII, Section 742.

**24. Recipient Integrity and Performance Matters.** For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

A. Reporting of Matters Related to Recipient Integrity and Performance

1. *General Reporting Requirement*

If the total value of your currently active awards, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity

Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2. of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

**2. Proceedings About Which You Must Report**

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of an award, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five year period; and
- c. Is one of the following:
  - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5. of this award term and condition;
  - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - (4) Any other criminal, civil, or administrative proceeding if:
    - i. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
    - ii. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    - iii. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

**3. Reporting Procedures**

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2. of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement

contracts that you were awarded.

**4. Reporting Frequency**

During any period of time when you are subject to the requirement in paragraph 1. of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, award, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

**5. Definitions**

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or award. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active awards, cooperative agreements, and procurement contracts includes —

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

**25. Citizenship and Immigration Status Communications**

Authority to obligate or expend contingent on compliance with this condition.

NOTE: This grant condition is established under the COPS Office's broad authority and discretion to award and administer grants. See, e.g., 34 U.S.C. § 10381, et seq. This condition applies only to state or local government entities or to non-state or local government entities that make subawards with these funds to a state or local government entity.

State or local government entity recipients of this award, and any subrecipient of this award at any tier that is an entity of a State or of a unit of local government, may not obligate or expend award funds if – at the time of the obligation or expenditure – the “program or activity” of the recipient funded in whole or in part with the award

funds (which includes any such program or activity of any subrecipient at any tier) is subject to any prohibitions or restrictions on sending to, requesting or receiving from, maintaining, or exchanging information regarding citizenship or immigration status with components of the U.S. Department of Homeland Security or any federal, state or local government entity, as generally described in 8 U.S.C. 1373(a) or (b). This includes any prohibitions or restrictions imposed or established by a state or local government entity or official.

A subrecipient of this award (at any tier) that is an entity of a State or of a unit of local government may not obligate or expend award funds if – at the time of the obligation or expenditure – the “program or activity” of the subrecipient (which includes any such program or activity of any subrecipient at any further tier) funded (in whole or in part) with award funds is subject to any prohibitions or restrictions on sending to, requesting or receiving from, maintaining, or exchanging information regarding citizenship or immigration status with components of the U.S. Department of Homeland Security or any federal, state or local government entity, as generally described in 8 U.S.C. 1373(a) or (b). This includes any prohibitions or restrictions imposed by a state or local government entity or official.

Any obligations or expenditures of a recipient or subrecipient that are impermissible under this condition shall be unallowable costs for purposes of this award.

Rules of Construction. For purposes of this condition, “program or activity” means what it means under section 606 of title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-4a).

References to the Immigration and Naturalization Service in 8 U.S.C. 1373 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.

Should any provision of a condition of this award be held to be invalid or unenforceable by its terms, then that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law (to any person or circumstance) under this award. Should it be held, instead, that a condition (or a provision thereof) is of utter invalidity or unenforceability, such condition (or such provision) shall be deemed severable from this award.

Any questions about the meaning or scope of this condition should be directed, prior to acceptance of this award, to the Office of Community Oriented Policing Services Legal Division at 202-514-3750.[neac1]

**26. Computer Network Requirement.** The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Consolidated Appropriations Act, 2020, Public Law 116-93, Division B, Title V, Section 527.

**27. Travel Costs.** Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.474.

**28. Sole Source Justification.** Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of \$250,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.324(b)(2).

**29. Public Release Information.** The recipient agrees to submit one copy of all reports and proposed publications resulting from this award ninety (90) days prior to public release. Any publications (written, curricula, visual, sound, reports, or websites) or computer programs, whether or not published at government expense, shall contain the following statement:



"This project was supported, in whole or in part, by federal award number 2020MHWXK017 awarded to Lubbock Police Department by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues.

The internet references cited in this publication were valid as of the date of publication. Given that URLs and websites are in constant flux, neither the author(s) nor the COPS Office can vouch for their current validity."

**30. News Media.** The recipient agrees to comply with the COPS Office policy on contact with the news media. The policy establishes the COPS Office Communications Division as the principal point of contact for the news media for issues relevant to the COPS Office or parameters of this award. The recipient agrees to refer all media inquiries on these topics directly to the COPS Office Communications Division at 202-514-9079.

**31. Paperwork Reduction Act Clearance and Privacy Act Review.** The recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

**32. Human Subjects Research.** The recipient agrees to comply with the provisions of the U.S. Department of Justice's common rule regarding Protection of Human Subjects, 28 C.F.R. Part 46, prior to the expenditure of Federal funds to perform such activities, if applicable. The recipient also agrees to comply with 28 C.F.R. Part 22 regarding the safeguarding of individually identifiable information collected from research participants.

**33. Copyright.** If applicable, the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The COPS Office reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. The COPS Office also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a U.S. Department of Justice resource.

Products and deliverables developed with award funds and published as a U.S. Department of Justice resource will contain the following copyright notice:

"This resource was developed under a federal award and may be subject to copyright. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only."



## Financial Clearance Memorandum

### COPS Office Law Enforcement Mental Health and Wellness Act (LEMHWA) Program

To: Chief Mitchell and Administrator Aguilar:

Re: Financial Clearance Memorandum

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions/Adjustments are noted below.

ORI#: TX15202 Award #: 2020MHWXK017

Budget Category	Proposed	Approved	Change
B. Civilian and Non-Sworn Personnel	\$24,960.00	\$24,960.00	\$0.00
<i>Salary:</i>	\$24,960.00	\$24,960.00	\$0.00
<i>Benefits:</i>	\$0.00	\$0.00	\$0.00
C. Equipment and Technology	\$0.00	\$0.00	\$0.00
D. Supplies	\$23,610.00	\$9,820.00	-\$13,790.00
E. Travel, Training, and Conferences	\$5,957.00	\$5,957.00	\$0.00
F. Contracts and Consultants	\$25,996.20	\$25,996.20	\$0.00
G. Other Costs	\$0.00	\$0.00	\$0.00
H. Indirect Costs	\$9,591.00	\$6,673.32	-\$2,917.68

#### B. Civilian and Non-Sworn Personnel

Item	Cost	Qty	Total	Change	Reason
Intern	\$24,960.00	1	\$24,960.00	\$0.00	
<i>Salary:</i>	\$24,960.00		\$24,960.00	\$0.00	
<i>- Year 1:</i>	\$12,480.00		\$12,480.00	\$0.00	
<i>- Year 2:</i>	\$12,480.00		\$12,480.00	\$0.00	
<i>Benefits:</i>	\$0.00		\$0.00	\$0.00	
<i>- Year 1:</i>	\$0.00		\$0.00	\$0.00	
<i>- Year 2:</i>	\$0.00		\$0.00	\$0.00	

**C. Equipment and Technology**

Item	Cost	Qty	Total	Change	Reason
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**D. Supplies**

Item	Cost	Qty	Total	Change	Reason
Television Monitors 60 inch	\$0.00	0	\$0.00	\$7,260.00	• Unallowable cost
Television wall mounts	\$0.00	0	\$0.00	-\$880.00	• Unallowable cost
Amazon Fire TV Stick	\$0.00	0	\$0.00	\$1,100.00	• Unallowable cost
Xibo licensing fee to place Android on Amazon Fire TV stick	\$0.00	0	\$0.00	-\$550.00	• Unallowable cost
Webpage and webpage maintenance	\$6,600.00	1	\$6,600.00	\$0.00	
Brouchures- Gloss and color trifold	\$0.13	4,000	\$520.00	\$0.00	
Self Help posters	\$20.00	50	\$1,000.00	\$0.00	
Mental Health and Wellness Related Books	\$30.00	40	\$1,200.00	\$0.00	
Bookshelf	\$100.00	5	\$500.00	\$0.00	
Marketing Items	\$0.00	0	\$0.00	\$4,000.00	• Unallowable cost

**E. Travel, Training, and Conferences**

Item	Cost	Qty	Total	Change	Reason
Training for new peer support officer	\$1,090.50	4	\$4,362.00	\$0.00	
Site Visit Odessa, TX	\$278.00	2	\$556.00	\$0.00	
Site Visit Mesquite, TX	\$519.50	2	\$1,039.00	\$0.00	

**F. Contracts and Consultants**

Item	Cost	Qty	Total	Change	Reason
Dr. Megan Thoen	\$41.66	240	\$9,998.40	\$0.00	

Dr. Andy Young	\$41.66	240	\$9,998.40	\$0.00
Dr. Brandi Pina-Watson	\$33.33	180	\$5,999.40	\$0.00

**G. Other Costs**

Item	Cost	Qty	Total	Change	Reason
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**H. Indirect Costs**

Item	Cost	Qty	Total	Change	Reason
Lubbock Police Department De Minimus	\$66,733.20	10.00%	\$6,673.32	\$3,685.32	
Lubbock Police Department Year two	\$0.00	0.00%	\$0.00	\$6,603.00	• <i>Unsupported cost</i>

**Notes:**

N/A

Total Budget Costs: 73,407.00	Federal Share: 73,407.00	Applicant Share: 0.00
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Budget Cleared Date: 09/14/2020

**Overall Comments:**

All costs listed in this budget were programmatically approved based on the final Budget Detail Worksheets submitted by your agency to the COPS Office. Maintenance agreements (if applicable) must be purchased and paid in full within the award period. Prior to the obligation, expenditure or drawdown of award funds for non-competitive contracts in excess of \$250,000, the recipient must submit a sole source justification to the COPS Office for review and approval. Prior to the obligation, expenditure, or drawdown of award funds for consultant fees in excess of \$650 per day when the consultant is hired through a noncompetitive bidding process, approval must be obtained from the COPS Office. If the vendor number on this form differs from the EIN number included in your application, then for administrative purposes only, we are assigning a different vendor number to your agency. The reason for this administrative change is that your original EIN number has been assigned to another agency. If this applies to your agency, please use the new vendor number on all financial documents related to this award. The vendor number should not be used for IRS purposes and only applies to this award.

**Additional Comments:**

N/A



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES  
145 N Street, NE, Washington, D.C. 20530

**COPS**

**Cooperative Agreement**  
***Award Number 2020MHWXK017***  
***Lubbock Police Department***  
***TX15202***

I. Statement of authority

This cooperative agreement between the Lubbock Police Department ("recipient") and the U.S. Department of Justice Office of Community Oriented Policing Services ("COPS Office") is hereby entered into under the authority of 34 U.S.C. 10381et seq. The purposes of this cooperative agreement are described below.

II. Statement of background and purpose

A. Background:

In the beginning of 2020, the Lubbock Police Department (LPD) experienced the devastating loss of an officer that was involved in a line-of-duty motor vehicle accident, an officer in crisis attempt suicide and another die by suicide. During the after-math of these events, the LPD staff scrambled to get resources in place for the officers who were on scene and for officers who were acquainted with the deceased. Limited resources were in place for crisis situations with LPD staff. Further, the two officer mental health critical incidents demonstrated a lack of mental health, peer mentoring support preparedness and resources for everyday professional and personal stressors. These events of 2020 illustrated the fact that LPD is in need of a structured and permanent mental health wellness program and a peer-to-peer support program.

B. Primary objective:

The Lubbock Police Department (TX) project has two overarching goals to improve and sustain mental health: 1) To implement a new peer mentoring program at LPD, and 2) Develop and Implement Mobile Accessibility to Wellness Resources.

III. Scope of Work

For a period hereinafter set forth, the COPS Office and the recipient will cooperatively furnish the necessary personnel, travel, supplies, and otherwise perform all things necessary for, or incident to, the performance of work (the accomplishment of functional objectives) as set forth here:

A. Specifically, the COPS Office will do the following:

1. Designate a program manager to participate in the planning and management of this cooperative agreement and to coordinate project activities.
2. Provide information and technical assistance from government sources within available resources and as determined appropriate by the program manager.
3. Provide guidance to the recipient in the planning and development of strategies used in the project and in the coordination of the project with law enforcement agencies and organizations interested in contributing their support.
4. Work with the recipient to meet the designated project tasks and timelines.
5. Review and approve required reports specific to each cooperative agreement, which may include periodic progress and financial reports, deliverables, evaluations, and other documentation requiring COPS Office approval for successful award administration.
6. Review and approve all training processes and deliverables including newly developed in-person or online training, pre-existing in-person or online training, all supplemental and additional resources, all trainers, and all marketing efforts.
7. Review and approve all project deliverables including innovation and pilot program publications, microgrant project publications, partnerships project publications, and all multimedia deliverables and marketing efforts.
8. Review and approve all proposed changes in key staff assignments to the project and any significant changes in the partner's and/or subrecipient's role or responsibilities.
9. Review and approve all proposed writers of any project deliverables.
10. Review and approve all subject matter experts (SME) and their assignments to any project deliverable.
11. Review and approve all subrecipients and formal partners.
12. Permit the recipient to copyright any work that is subject to copyright and was developed or for which ownership was acquired under this cooperative agreement in accordance with 2 C.F.R. § 200.315(b). The COPS Office reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes and to authorize others to do so. The COPS Office license applies to (1) the copyright in any work developed under this

cooperative agreement including any related subaward or contract and (2) any rights of copyright to which the recipient, including its subrecipient or contractor, purchases ownership with support from this cooperative agreement. In addition, the COPS Office may make any work that was developed or purchased under this cooperative agreement publicly available by any means without restriction, including on a U.S. Department of Justice website or social media account, as a hard copy, or in electronic form. The COPS Office also reserves the right, at its discretion, not to publish deliverables and other materials (e.g., reports, publications, manuals, and training curricula) developed under this cooperative agreement as U.S. Department of Justice resources.

B. Specifically, the recipient will do the following:

1. Designate a project officer to work closely with the COPS Office and its designated program manager to achieve the tasks specified in this cooperative agreement. The project officer must be an employee (not a contractor or consultant) of the recipient organization and have the authority to propose and approve modifications pursuant to Section VIII. of this cooperative agreement.
2. Be responsible for acquiring the rights, and ensuring that its subrecipients, contractors, and authors acquire the rights - including the payment of required fees, to use copyrighted material for inclusion in deliverables that are developed under this cooperative agreement. All licensing, publishing or similar agreements with a copyright holder, publisher or other relevant party must include provisions giving the COPS Office a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. If recipient retains a contractor or consultant to author or co-author a work under this cooperative agreement, the recipient must ensure that there is a written agreement with the contractor or consultant that either explicitly: (1) assigns and transfers all rights to the copyright in the work to the recipient for the full term of copyright or, if a copyright transfer is not feasible, (2) awards the COPS Office the same royalty-free, nonexclusive and irrevocable license to use, and authorize others to use, the work for Federal Government purposes as outlined in this cooperative agreement.
3. Represent and warrant that all deliverables under this cooperative agreement were produced in a manner that does not knowingly infringe upon or misappropriate the intellectual property rights, or violate the right to privacy, of any third party. The recipient will be responsible for defending or settling at its own expense any and all third party claims and liabilities arising out of or in connection with any infringement action related to work that was developed or for which ownership was acquired, under this cooperative agreement.



4. Provide further detail on project plans as requested by the program manager.
5. Adhere to the requirements or tasks specified in this cooperative agreement and not deviate from them unless requested adjustments are first presented to and approved by the program manager.
6. Submit for prior approval or disapproval to the program manager any proposed changes in key staff assignments to this project and any significant changes in any partner's and/or subrecipient's role or responsibilities.
7. Submit for prior approval to the program manager proposed writers of any project deliverables. The program manager will need to review each writer's resume and writing sample before approving the writer.
8. Submit for prior approval to the COPS Office program manager proposed SMEs to be used on the project. The COPS Office program manager will review each SME's resume before approving the SME.
9. Obtain written approval from the COPS Office prior to obligating, expending, or drawing down cooperative agreement funds for the award of noncompetitive contracts for goods or services (including equipment purchases) in excess of \$250,000. See 2 C.F.R. § 200.324(b) (2).
10. Ensure that all proposed deliverables and publications follow and are in accordance with the COPS Office Editorial and Graphics Style Manual, which includes that all nonoriginal work should be credited as appropriate.
11. Submit one copy of all reports and proposed products and deliverables (written, visual, or sound; curricula, reports, or websites) or computer programs resulting from this cooperative agreement to the program manager at least 90 days prior to public release to allow for COPS Office review and feedback.
12. Include the following statement for all products and deliverables developed under this cooperative agreement (including written, visual, sound, websites, or any other format):

*This project was supported, in whole or in part, by federal award number 2020MHWXK017 awarded to [entity] by the U.S. Department of Justice., Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the*

*author(s), contributors, or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues.*

*The Internet references cited in this publication were valid as of the date of this publication. Given that URLs and websites are in constant flux, neither the author(s) nor the COPS Office can vouch for their current validity.*

Products and deliverables developed with award funds and published as a U.S. Department of Justice resource will contain the following copyright notice:

*This resource was developed under a federal award and may be subject to copyright. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only.*

13. Contact the program manager to determine if revenue generated from your award constitutes program income. Program income must be used to defray program costs and reduce the federal share of the project. See 2 C.F.R. § 200.307. In some cases, the recipient can work with the program manager to identify additional project-related allowable costs that could be supported by program income.

14. Forego any profit or management fee. See 2 C.F.R. § 200.400(g).

15. Ensure that all electronic and information technology deliverables (websites and web-based information, video and multimedia products, software applications and operating systems, and telecommunication products) are developed and produced in a format that is accessible and comply with section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d). Specifically, video should contain closed-captioning and audio description options. Electronic publications should be created in HTML, PDF fully tagged, or accessible text file format, and all web sites must be fully compliant with section 508 accessibility standards. For more information on section 508 accessibility requirements, consult <https://www.section508.gov/>.

16. If developing and/or delivering online and/or in-person training under this cooperative agreement, the COPS Office Curriculum Standards, Review, and Approval Process Guide, COPS Office Instructor Quality Assurance Guide, and the Video Development Process Guide must be followed. Courses already in existence that are part of this cooperative agreement must also comply with the aforementioned guides. A copy of these guides will be supplied electronically to you by the program manager, and they are also located on the COPS Office website for download at <https://cops.usdoj.gov/training>. All online and in-person courses (new



development and pre-existing courses) must be reviewed and approved by the COPS Office prior to delivery.

17. Report training data to the COPS Office by submitting all required training fields through the Online Training Tracker. The Tracker can be accessed through the Agency Portal on the COPS Office website at <https://portal.cops.usdoj.gov/> or through the “Account Access” tab in the upper right corner of the COPS Office website homepage. All training data submissions must comply with the quarterly reporting dates unless otherwise directed by the program manager. Quarterly reporting dates are January 1 – March 31, April 1 – June 30, July 1 – September 30, and October 1 – December 31. For a complete list of training data collection and submission requirements, contact your program manager or log into your account through the “Account Access” tab.

18. If developing or launching online courses under this cooperative agreement, ensure that online courses developed are compatible with the current platform used in the COPS Office Training Portal. Prior to the development of the online course, the recipient must receive guidance and work with the COPS Office to ensure compatibility. Online courses developed through this cooperative agreement must be reviewed and approved by the COPS Office prior to launching the course. Any pre-existing online courses being sponsored by the COPS Office under this cooperative agreement must also be reviewed and approved by the COPS Office before using the COPS Office-sponsorship with the courses.

19. At the request of the COPS Office, submit all website(s) and web-based information developed through this cooperative agreement to the COPS Office. The information will be submitted in a format that will enable the COPS Office to reproduce the website(s) and web-based information on alternative web-based platforms.

20. If required, submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete.

21. Agree to cooperate with the monitor or evaluator if monitoring or an evaluation of this project is to be undertaken by the COPS Office or a third party, and in consultation with the COPS Office, agree to make reasonable adjustments to programs and activities in recognition of significant points of evaluation or feedback and to remedy any violations of the terms and conditions of this award.

22. Be responsible for the development, approval, and oversight of any subawards. See 2 C.F.R. §§ 200.330 - 200.332. The recipient will ensure that the award terms and conditions flow down to its subrecipients including all applicable uniform administrative requirements, costs principles, and audit requirements set forth in 2 C.F.R. Part 200. See 2 C.F.R. § 200.101(b)(1). The recipient will also ensure that subrecipients maintain effective control and accountability over all funds, property and other assets covered by subawards and that each subrecipient establishes and uses internal fiscal and program management procedures sufficient to prevent fraud, waste, or abuse.

23. At the request of the COPS Office, work to develop a marketing plan to increase the visibility of the project and any accompanying outcomes or deliverables. The recipient will coordinate any marketing activities with the COPS Office.

24. Obtain approval from the COPS Office prior to conducting any public communication activities (in any format including conference panel submissions, press statements, website and social media content) related to this project or to the COPS Office.

25. Work closely with your program manager to respond to peer reviewer, vetting, and other COPS Office staff comments on all deliverables within 30 days of receipt unless otherwise directed.

26. Obtain written approval from the COPS Office prior to entering into any contract, agreement, or other obligation for costs related to any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award. Submit the Conference Cost Request/Reporting Form (CCR) at least 90 days prior to event to the Conference Cost Request mailbox at COPS.Conferencecosts@usdoj.gov and copy your program manager. Contact your program manager to obtain the CCR form. The document will have you break out each event or training deliveries and ensures that all costs comply with current guidelines and policies on event or training planning, food and beverages, and minimizing costs. Training or events should not be scheduled or delivered prior to receiving notice from your program manager that the CCR is approved. For more information on allowable costs for conferences and training, please see the current version of the DOJ Grants Financial Guide in effect at the time of the award available at <https://ojp.gov/financialguide/DOJ/index.htm>.

27. Ensure that all conference or similar event costs comply with current and future guidelines and policies that you receive from the COPS Office on conference planning, food and beverages, minimizing costs, and conference cost reporting.

28. Provide the program manager with the following information within 45 days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded

under this award, if the total cost of which exceeds \$20,000 in award funds:

- Name of the event
- Event dates
- Location of event
- Number of federal attendees
- Number of nonfederal attendees
- Costs of event space, including rooms for breakout sessions
- Costs for audio visual services
- Other equipment costs (e.g., computer fees, telephone fees)
- Costs of printing and distribution
- Costs of meals provided during the event
- Costs of refreshments provided during the event
- Costs of event planner
- Costs of event facilitators
- Any other direct costs associated with the event

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- Meals and incidental expenses (M&IE portion of per diem)
- Lodging
- Transportation to or from event location (e.g., common carrier, privately owned vehicle (POV))
- Local transportation (e.g., rental car, POV) at event location
- Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

29. If applicable, submit all approved indirect cost rates covering the award period to the COPS Office within 30 days of approval from the cognizant federal agency.

If a provisional indirect cost rate is in effect at award closeout, the recipient will proceed with closeout and complete an expenditure analysis upon receipt of the approved final indirect cost rate to determine if an adjustment is necessary. If the recipient drew down excess COPS Office funding for indirect costs, the recipient must return the overpayment to the COPS Office. If the recipient incurred additional indirect costs, the recipient may request a budget modification if the award is still open and there are remaining award funds available for drawdown. If the recipient returns or draws down COPS Office funding, the recipient will promptly submit a revised final Federal Financial Report (SF-425).



The recipient should pay particular attention to the following two areas listed below to ensure that their application of indirect cost rate is in compliance with the existing requirements of the government-wide award rules set out by the Office of Management and Budget (OMB):

a. **\$25,000 Subcontract/Subaward Limitation:** Indirect cost rates negotiated on the basis of modified total direct costs may only be applied against the first \$25,000 of any subcontract or subaward under the agreement. This limitation must be applied to all conference related subcontracts and subawards, including those with hotels and travel agents. See 2 C.F.R. § Part 200, Appendix III.C.2 (Indirect costs – Institutions of Higher Education); 2 C.F.R. § Part 200, Appendix IV.B.2c (Indirect costs – Nonprofit Organizations); or 2 C.F.R. § Part 200, Appendix VII.C.2c (Indirect costs – States, Local Governments, and Indian Tribes).

b. **Participant Support Costs:** Participant support costs are generally excluded from the distribution base. Therefore, indirect costs may not be applied against participant support costs. Participant support costs are direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with meetings, conferences, symposia, or training projects. See 2 C.F.R. § 200.75. This exclusion applies to the entirety of any subcontracts for the lodging and travel of conference participants or trainees (but not employees). Costs related to contractors of the recipient who are acting in the capacity of a "Conference Trainer/Instructor/Presenter/Facilitator" are considered participant support costs.

For more information on allowable costs for conferences and training, please see the current version of the DOJ Grants Financial Guide in effect at the time of the award available at <https://ojp.gov/financialguide/DOJ/index.htm>.

If the recipient has never received a federally approved indirect cost rate, it may elect to charge a de minimis rate of 10 percent of modified total direct costs (MTDC) in lieu of negotiating a rate with the cognizant federal agency. See 2 CFR § 200.414(f).

30. Notify and consult with the COPS Office prior to establishing a formal partnership with any nonfederal entity, including soliciting and accepting free goods or services, on activities under this cooperative agreement.

31. Unless authorized by the COPS Office, the recipient and its subrecipients and contractors will not disclose any project-related confidential information, including nonpublic, personally identifiable, or sensitive law enforcement information collected from interviews; peer-to-peer exchanges; direct observation notes; data analysis; research; or working papers. The recipient will also ensure that its subrecipients and contractors properly safeguard and dispose of all project-related records in any format containing confidential information during and after

performance to protect against the unauthorized access to or disclosure of such information. Any unauthorized disclosure of project-related confidential information or records may result in termination of the recipient's—including its subrecipient's and contractor's—involvement in project activities.

32. Obtain written approval from the COPS Office prior to adding any new subaward or subrecipient that was not previously included or identified in the last approved project budget. See 2 C.F.R. § 200.308(c)(1)(vi).

C. The recipient acknowledges the following:

1. If any part of the funded project contains research or statistical activities that involve human subjects who are not covered by an exemption set forth in 28 C.F.R. § 46.101(b), the recipient must comply with the requirements in the U.S. Department of Justice's common rule regarding the Protection of Human Subjects, 28 C.F.R. Part 46, including Institutional Review Board (IRB) approval and the appropriate assurances prior to the expenditure of federal funds to perform such activities. The recipient also agrees to comply with 28 C.F.R. Part 22 regarding the safeguarding of individually identifiable information collected from research participants. For general information on U.S. Department of Justice human subjects and privacy protections, please visit

<https://www.nij.gov/funding/humansubjects/Pages/welcome.aspx>.

2. Implementation of this award will be subject to federal monitoring, auditing, or evaluation, and/or a single audit in accordance with 2 C.F.R. § 200.501. The recipient agrees to cooperate with such activities by providing access to and copies of, as appropriate, all project-related records, documents and personnel. A recipient that expends \$750,000 or more in federal funds (from all sources) during the recipient's fiscal year must have a single audit conducted in accordance with 2 C.F.R. § 200.514, except when it elects to have a program-specific audit conducted in accordance with 2 C.F.R. § 200.501(c). For-profit (commercial) entities should follow the dollar threshold in 2 C.F.R. § 200.501 in determining whether to conduct an audit in accordance with the Government Auditing Standards.

3. Failure to comply with the terms and conditions of this award may result in legal sanctions including, but not limited to, suspension and termination of funds, repayment of expended funds, and ineligibility to receive additional COPS Office funding.

4. False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, or any other remedy available by law to the Federal Government.

D. Specific requirements

At a minimum, the following specific requirements will be fulfilled by the recipient during the specified timeframe.

Task 1. Project kick-off meeting: The recipient will participate in a project kick-off meeting within 30 days of award acceptance. The meeting will address administrative and programmatic requirements, project objectives, expectations, roles and responsibilities, deliverables, timeline, budget, communication, and contact information. The kick-off meeting should include all key staff and working partners.

Task 2. Project administration: The recipient will administer the project and deliverables as stated in the project and budget narrative, with the exception of changes identified during the kick-off meeting. Any modifications to the project scope will be bi-laterally agreed and included as an addendum to this cooperative agreement.

Task 3. Quarterly project updates: The recipient will provide project updates on a quarterly basis as agreed upon during the project kick-off meeting (see Task 1). Updates will include status of all tasks, deliverables, personnel changes and any budget updates.

Task 4. FY20 LEMHWA cohort: The recipient will participate on cohort calls and other coordination activities as organized by the COPS Office.

Task 5. Wellness Program Implementation: The awardee will create a Wellness Advisory Committee that includes a new Peer Support Team and OSW resources for staff. The peer support team will get training and continuing education.

Task 6. OSW Website: The awardee will contract with a developer to create a custom website that will be mobile friendly to allow LPD officers to connect with mental health and wellness resources.

Task 7. Project Report. The recipient will develop a project report that describes the peer support project including a summary of the program, peer support activities, and examples of any marketing materials. This report will also include documentation of the project's performance measures and metrics. The recipient will submit the report to the COPS Office for review and approval.

Task 8. CP Dispatch E-Newsletter article: The recipient will develop at least one article for the COPS Office e-newsletter during the award period. This article will relate to the COPS Office-funded project and will be done in collaboration with the program manager. The article will be subject to the review and approval of the COPS Office prior to publication.



Task 9. Respond to comments: Work with the COPS Office and the program manager to address peer review, program manager, vetting, and other COPS Office staff comments regarding the CP Dispatch article and Project Report.

#### E. Performance timeline and deliverables

The following is a performance timeline for all deliverables and their due dates (based upon an award date of 09/01/2020) that are considered to be significant in the performance of this cooperative agreement. One electronic copy of deliverable items will be delivered and in accordance with the following schedule:

Kickoff Meeting September 2020  
Wellness Program Implementation June 2022  
OSW Website February 2022  
CP Dispatch Article June 2022  
Project Report August 2022

All deliverable items will be furnished to the following:

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Camisha Amaker  
U.S. Department of Justice  
COPS Office  
145 N Street NE, 11th Floor  
Washington, DC 20530  
202-514-0197 or [camisha.amaker@usdoj.gov](mailto:camisha.amaker@usdoj.gov)

#### F. Financial status reports

The recipient must provide a quarterly report of actual expenditures related to project activity on a cumulative basis. Specifically, the recipient is required to submit quarterly Federal Financial Reports on the Standard Form 425 (SF-425) within 30 days after the end of each quarter (January 1 – March 31, April 1 – June 30, July 1 – September 30, and October 1 – December 31). A final SF-425 is due within 90 days after the end of the award period. Recipients must submit the quarterly SF-425 online. Visit the COPS Office Agency Portal Login page at <https://portal.cops.usdoj.gov/>.

#### G. Programmatic progress reports

The recipient will provide periodic progress reports detailing project activity. Specifically, the recipient will submit progress reports through the COPS Office online progress reporting

system in the frequency requested. These progress reports should be received by the COPS Office within 30 days of the end of the reporting period. The recipient will also submit a final progress report to the COPS Office within 90 days of the end of the award period.

#### IV. Period of performance

The period of performance of this cooperative agreement is 24 months from the cooperative agreement start date (award period 09/01/2020 to 08/31/2022).

#### V. Financial administration

##### A. Funding

The total amount of federal funding to be provided under this cooperative agreement is stated on the award document, award congratulatory letter, and official Financial Clearance Memorandum (FCM).

##### B. Travel

All travel plans related to the cooperative agreement and to the development of the deliverables will be submitted to the program manager for review by the COPS Office. Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.474.

##### C. Consultant rates

Unless otherwise approved by the COPS Office, approved consultant rates will be based on the salary a consultant receives from his or her primary employer, as applicable, up to \$650 per day. For consultant or contractor rates that exceed \$650 per day, the COPS Office requires written justification if the consultants or contractors are hired through a noncompetitive bidding process. Authorization requires submitting a detailed written justification of the consultant rate to the program manager. Specific and detailed written justification for each additional consultant must be submitted to and approved by the COPS Office prior to obligation or expenditure of such funds.

##### D. Project budget

The approved project budget is incorporated herein and made a part of this cooperative agreement. For federal awards in excess of \$250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10

percent (10%) of the total approved budget requires prior written approval by the COPS Office. See 2 C.F.R. § 200.308(e). Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office. See 2 C.F.R. § 200.308(c)(1)(i).

In requesting a modification, the recipient will set forth the reasons and the basis for the proposed change and any other information deemed helpful for review by the COPS Office. Modifications are evaluated on a case-by-case basis. The COPS Office will not approve any modification request that results in an increase of federal funds.

#### E. Payment

All costs claimed for reimbursement and payment, including the final payment, must be submitted via the Grant Payment Request System (GPRS).

#### F. No-cost extensions of time

The recipient must provide a reasonable justification for delays in implementing this cooperative agreement to be granted a no-cost extension. A request for an extension of the award period to receive additional time to implement the funded program is at the discretion of the COPS Office. Such extensions do not provide additional funding.

#### G. Employment

The recipient acknowledges that nothing in this cooperative agreement creates an employment relationship with the COPS Office or with the Federal Government or to require provision of any benefits incident to employment.

### VI. Points of contact

#### A. COPS Office Program Manager

Camisha Amaker  
U.S. Department of Justice  
COPS Office  
145 N Street, NE, 11th Floor  
Washington, DC 20530  
202-514-0197 or [camisha.amaker@usdoj.gov](mailto:camisha.amaker@usdoj.gov)

#### B. Recipient Project Officer

Chief Floyd Mitchell

Administrator Amber Aguilar  
P.O. Box 2000  
916 Texas Avenue  
Lubbock, TX 79401

## VII. General provisions

The recipient of record must follow all requirements imposed by the U.S. Department of Justice as an award term, condition, or administrative requirement of the award, including the applicable COPS Office Program Award Owner's Manual; the COPS Office Assurances and Certifications; the COPS Office statute (34 U.S.C. § 10381 et seq.); 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards); the current edition of the COPS Office Grant Monitoring Standards and Guidelines; the COPS Office Editorial and Graphics Style Manual; and all other applicable program requirements, laws, orders, regulations, or circulars.

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," the COPS Office encourages recipients of U.S. Department of Justice funds to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease accidents caused by distracted drivers.

## VIII. Modifications

The designated COPS Office program manager and recipient project officer (under section VI.A and VI.B) for their respective organizations have the authority to propose and approve any modifications to this cooperative agreement. Modifications to this cooperative agreement may be proposed at any time during the period of performance by either party, and will become effective upon written approval by both parties.

## IX. Incorporation by reference; effective date

By signing the award document, the responsible parties designated below have entered into this cooperative agreement, which is incorporated by reference into the award document. This cooperative agreement is effective as of the date that the last responsible party signs the award document.

Phillip E. Keith, Director  
Office of Community Oriented Policing Services

Chief Floyd Mitchell  
Lubbock Police Department

Administrator Amber Aguilar  
Lubbock Police Department

Updated on 9/15/2020

**Exhibit B**  
**Scope of Work**

## EXHIBIT B

### Statement of Work

TTU members Drs. Megan Thoen, Brandy Piña-Watson, and Elizabeth Trejos-Castillo will be responsible for implementing and maintaining data collection procedures. This includes assisting as needed with all aspects of project management, overseeing the IRB approval process, training and supervision of student research assistants, data collection procedures, supervision of entry of the data into the relevant statistical package and data analyses, and dissemination of the results. They will assist with the development of programs and wellness initiatives and training as needed.”

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**Exhibit C  
Budget**



## **BUDGET JUSTIFICATION**

*Megan Thoen, Texas Tech University*

**TTU Year:** AY – 9 months (September – May), Summer- 3 months (June – August)

### **PERSONNEL**

Salaries for all personnel are based upon current Texas Tech University academic and staff salary scales. All personnel budget calculations include salary range adjustments and merit increases as applicable for each year of support in accordance with published University guidelines. 0.4/0.38 months of salary is requested for the Principal Investigator in each year of the project, 0.15 months for each Co-PI is requested in each year and is calculated on the current rate with an anticipated 3% annual increase throughout the project. The PI will be responsible for the overall coordination of the project and the supervision of the graduate students and other project personnel.

### **FRINGE BENEFITS**

Per our F&A Rate Agreement negotiated with DHHS, fringe benefits are charged as direct costs. They include but are not limited to FICA, retirement, Worker's Compensation, life insurance, Unemployment Insurance, and Health Insurance with an anticipated 10% annual increase throughout the project. These benefits are calculated as 18% of salary for faculty and staff + applicable insurance.

### **FACILITIES AND ADMINISTRATIVE COST (F&A)**

F&A is charged at the approved rate of 51% in Year 1 and 53% in Year 2 of modified total direct costs (MTDC). MTDC excludes equipment costs (items costing \$5,000 or more); graduate student tuition and fee remission; participant support costs, and the amount of each subaward over \$25,000.

**Project Budget Summary -- All Budget Periods**

**Proposal Budget**

Project title:	Thoen INIJ City of Lubbock Jan 2021	
Project Period Start:	September 1, 2020	
Project Period End:	August 31, 2022	
Revision Date:	6/23/21 4:45 PM	

Submitted by:	Texas Tech University Psychology	
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Principal Investigator/Project Director	Megan Thoen	Budget Period Totals
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6Z0	Faculty Salaries		11,335
6Z0	Other Salaries		-
6Z0	1 Staff Salaries	-	
6Z0	2 Other Salaries	-	
6Z0	3 Graduate Students	-	
6Z0	4 Undergraduate Students	-	
6Z0	Subtotal, Salaries and Wages (A + B)		11,335
6B4	Payroll Related Costs (Fringe Benefits)		3,137
---	Total Salaries, Wages, and Fringe Benefits (A + B + C)		14,472
7J0	Capital Acquisitions (excluded from MTDC)		-
---	Total Travel		-
7B0	1 In-State Travel Domestic Travel	-	
7B1	2 Out-of-State Domestic Travel	-	
7B2	3 Foreign Travel	-	
---	Participant Support Costs (excluded from MTDC)		-
---	Other Direct Costs		
7C0	1 Materials and Supplies		-
7F0	2 Repair and Maintenance		-
7F1	3 Repair and Maintenance (Other) -- Physical Plant Charges		-
7H0	4 Publication Costs/Documentation/Dissemination		-
7--	5 Subawards subject to F&A rate		-
7--	6 Subawards not subject to F&A rate (excluded from MTDC)		-
7P2	7 Graduate Tuition and Fees (excluded from MTDC)		-
---	8 Other costs, subject to F&A rate		-
7A0	9 Professional Service Agreements, subject to F&A rate		-
---	10 Other costs, not subject to F&A rate (excluded from MTDC)		-
7G0	11 Rental of research space and equipment (excluded from MTDC)		-
---	Subtotal, Other Direct Costs		-
---	Total Direct Cost		14,472
---	Modified Total Direct Cost		14,472
---	(Total Direct Costs less Capital Acquisitions, Participant Costs, Amount of Subawards >\$25K, Graduate Tuition and Fees, and Other, not subject to F&A)		
---	Facilities & Administrative (F&A) Cost Rate		
---	F&A Cost Basis	Modified Total Direct Cost	14,472
7U0	Facilities & Administrative Costs (Cost Rate * Cost Basis)		7,527
	<b>Total Budget Project Costs (Direct + F&amp;A)</b>		<b>\$ 21,999</b>



**Regular City Council Meeting**

**6. 14.**

**Meeting Date:** 08/10/2021

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**Information**

**Agenda Item**

**Resolution - City Secretary:** Consider a resolution confirming the City Manager's appointment of Vickie L. Bennett to the Civil Service Commission.

**Item Summary**

Per Local Government Code Section 143.006, the chief executive of the municipality shall appoint members to the Civil Service Commission, with the confirmation of the City Council. Furthermore, per Local Government Code Section 143.006, a commission member may not be reappointed to more than a third consecutive term unless the member's reappointment to a fourth or subsequent consecutive term is confirmed by a two-thirds majority of all the members of the municipality's governing body. If appointed, this will be Vickie L. Bennett's 5th term.

**Fiscal Impact**

None

**Staff/Board Recommending**

Rebecca Garza, City Secretary

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**Attachments**

Resolution

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**RESOLUTION**

WHEREAS, Section 143.006 of the Local Government Code requires appointment of persons to the Civil Service Commission of the City of Lubbock to be made by the municipality's chief executive and confirmed by the municipality's governing body; NOW THEREFORE:

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

THAT the City Council of the City of Lubbock hereby confirms the appointment of **Vickie L. Bennett** by City Manager W. Jarrett Atkinson, for a term of office of three years as a member of the Civil Service Commission of the City of Lubbock.

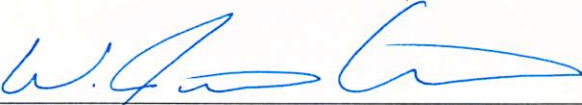
Passed by the City Council on \_\_\_\_\_.

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

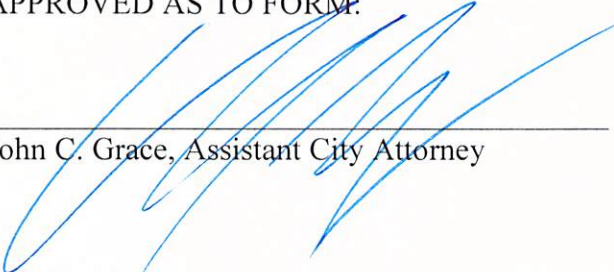
ATTEST:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
W. Jarrett Atkinson, City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
John C. Grace, Assistant City Attorney



**Regular City Council Meeting**

**6. 15.**

**Meeting Date:** 08/10/2021

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**Information**

**Agenda Item**

**Resolution - Lubbock Power & Light:** Consider a resolution ratifying the Agreement for Credit Rating Services, between the City of Lubbock, acting by and through Lubbock Power & Light, and Fitch Ratings, Inc., related to credit rating services for Revenue Bonds Series 2021.

**Item Summary**

Lubbock Power and Light (LP&L) requested a public rating from Fitch Ratings for credit rating services for the issuance of Electric Light and Power System Revenue Bonds, Series 2021.

The Electric Light and Power System Revenue Bonds, Series 2021 (“Bonds”), are being issued for the following purposes:

- (i) to fund acquisition, purchasing, construction, improvement, renovation, enlarging and/or equipping of property, buildings, structures, facilities, and/or related infrastructure for LP&L, and
- (ii) to refund interim obligations “Note Program” issued for such purposes.

LP&L supplied Fitch with factual information, including without limitation any information identified by Fitch in any questionnaire which was utilized to determine a rating.

Fitch’s rating is subject to both the analytical process and limitations described in the fee agreement and the provisions relating to understanding ratings, including the usage and limitations thereof.

Discussions with Fitch regarding the Bonds needed to take place on July 22, 2021. As a result, this agreement was signed and is now being brought to the City Council for ratification, as it relates to the upcoming bond issuance.

**Fiscal Impact**

The Fitch Ratings Agreement includes a net rating fee of \$92,000 (with a credit of \$13,000 for LP&L’s annual fee). These costs will be funded from cost center 7111 (LP&L Administration).

**Staff/Board Recommending**

David McCalla, Director of Electric Utilities

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**Attachments**

Resolution - Fitch Ratings, Inc.

Agreement - Fitch Ratings

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## RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally owned electric utility of the City of Lubbock (“LP&L”);

WHEREAS, LP&L requested a public rating from Fitch Ratings, Inc. (“Fitch”) regarding the issuance of Electric Light and Power System Revenue Bonds, Series 2021;

WHEREAS, The Electric Light and Power System Revenue Bonds, Series 2021 (“Bonds”), are being issued for the following purposes: (i) to fund acquisition, purchasing, construction, improvement, renovation, enlarging and/or equipping of property, buildings, structures, facilities, and/or related infrastructure for LP&L, and (ii) to refund interim obligations “Note Program” issued for such purposes;

WHEREAS, discussions with Fitch regarding the Bonds took place on July 22, 2021; therefore, the Agreement for Credit Rating Services, between the City of Lubbock, acting by and through LP&L, and Fitch Ratings, Inc., related to credit rating services for Revenue Bonds Series 2021, attached hereto, was executed by the Director of Electric Utilities on July 16, 2021 (the “Agreement”);

WHEREAS, the City Council of the City of Lubbock retains the right to issue obligations in the name of the electric utility under Chapter 1, Article XII, Section 1, of the City of Lubbock Charter;

WHEREAS, to the extent required, ratification of the Agreement is being requested by the City Council; NOW THEREFORE,

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

THAT the Agreement for Credit Rating Services, between the City of Lubbock, acting by and through Lubbock Power & Light (LP&L), and Fitch Ratings, Inc., related to credit rating services for Revenue Bonds Series 2021, as attached hereto, is hereby ratified, adopted and confirmed by the City Council of the City of Lubbock as fully and completely, and the same as if, originally authorized and executed by the City Council, as of the date written therein, to the extent required.

Passed by the City Council this 10th day of August, 2021.

---

DANIEL M. POPE, MAYOR

ATTEST:

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

APPROVED AS TO CONTENT:



\_\_\_\_\_  
David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:



\_\_\_\_\_  
Jenny Smith, LP&L General Counsel

Date: 7/16/2021

Dear David McCalla,

Thank you for requesting a Public Rating for Lubbock Power & Light from Fitch Ratings, Inc. ("Fitch").

The Issuer agrees to pay Fitch fees for credit rating services as set forth below:

**Fee Details (USD)**

**Rating Fee for Revenue Bonds Series 2021:**

Par Amount	Fee
\$200,000,000 - \$299,999,999	\$105,000
Less Annual Fee	\$13,000
<b>Net Rating Fee</b>	<b>\$92,000</b>

Payment of these fees is not contingent on the issuance or sale of the rated securities, your use of the ratings, Fitch's issuance of a particular rating or any other work performed. Fees are due and payable within 30 days of your receipt of an invoice from Fitch.

All fees and charges quoted are net of sales taxes. Issuer acknowledges and agrees that to the extent it is exempt from payment of sales tax, it is Issuer's obligation to provide Fitch with all necessary documentation from the relevant state authority confirming such exemption or pay sales taxes included on the invoice from Fitch.

In issuing and maintaining its ratings, Fitch relies on factual information it receives from issuers and from other sources Fitch believes to be credible. The Issuer recognizes the need to supply Fitch with all information relevant to evaluating the ratings, including without limitation any information identified by Fitch in any questionnaire that may be forwarded to the Issuer or its agents periodically. The Issuer further recognizes the importance to monitored ratings of keeping Fitch informed on a timely basis of all material changes in the information provided to Fitch, potential material events and the overall financial condition of the rated entity.

Fitch reserves the right in its sole discretion to raise, lower, place on Rating Watch or withdraw any rating at any time for any reason it deems sufficient. Under such circumstances, no fees paid to Fitch will be returned.

Fitch is not responsible for any underwriting, credit, loan, purchase, strategic or investment decision. Ratings are not a recommendation or suggestion, directly or indirectly, to the Issuer or any other person, to buy, sell, make or hold any investment, loan or security or to undertake any investment strategy with respect to any investment, loan or security or any entity. Ratings do not comment on the adequacy of market price, the suitability of any investment, loan or security for a particular investor (including without limitation, any accounting and/or regulatory treatment), or the tax-exempt nature or taxability



of payments made in respect of any investment, loan or security. Fitch is not the Issuer's advisor and is not providing the Issuer or any other party any financial advice, or any legal, auditing, accounting, appraisal, valuation or actuarial services. A rating should not be viewed as a replacement for such advice or services. Nothing in the fee agreement is intended to or should be construed as creating a fiduciary relationship between the Issuer and Fitch or between Fitch and any user of a rating.

The Issuer acknowledges that Fitch's rating is subject to both (i) the analytical process and limitations described in this fee agreement and (ii) the provisions relating to understanding ratings, including the usage and limitations thereof, found on Fitch's website, [www.fitchratings.com](http://www.fitchratings.com). Subject to any specific limitations set forth elsewhere in the fee agreement, nothing in the fee agreement shall limit Fitch's right to publish, disseminate or license others to publish or otherwise to disseminate the ratings or the rationale for the ratings.

The Issuer agrees that each of Fitch's affiliates and subsidiaries is an intended third party beneficiary of the fee agreement. The Issuer further agrees that nothing in this fee agreement, or the rating when issued, is intended to create rights in any third parties other than Fitch's affiliates and subsidiaries, including any users or recipients of ratings.

If the Issuer, or your firm on behalf of the issuer, is in agreement with the above, please accept below indicating such agreement. Work will commence after receipt of written agreement to the above terms. You should separately forward materials needed to provide the rating service directly to the analyst.

Ratings assigned by Fitch shall be valid and effective only if the rating letter assigning the rating contains the Agreement ID number set forth in this letter, and, in the case of a public rating, the rating is published on Fitch's website.

Please let me know if you have any questions and thanks again for choosing Fitch Ratings.

Best regards,

**Jack Archibald Jr**



If you are in agreement please type "Accept" below.

*David McCalla*  
David McCalla (Jul 16, 2021 16:33 CDT)



**Regular City Council Meeting**

**7. 1.**

**Meeting Date:** 08/10/2021

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**Information**

**Agenda Item**

**Board Appointments - City Secretary:** Consider appointments to the Quincy Park Public Improvement District Advisory Board.

**Item Summary**

The Quincy Park Public Improvement District (PID) Advisory Board consists of 5 property owners or representatives of property owners within the Quincy Park PID, and these board members are elected by the Quincy Park PID property owners. Elections for the 2 eligible seats on the Quincy Park PID Advisory Board were conducted at the annual Quincy Park PID Property Owners' meeting held on July 21, 2021. In accordance with the bylaws, each property owner within the Quincy Park PID was given one vote, per seat, per lot owned. North Point consists of 691 total lots, and 10 ballots were received. The newly appointed board members will each serve 3-year terms.

The two individuals with the most votes are as follows:

- Alan Powell
- Shelley Lee

**Fiscal Impact**

None

**Staff/Board Recommending**

Rebecca Garza, City Secretary

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**Attachments**

*No file(s) attached.*

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## Regular City Council Meeting

7. 2.

Meeting Date: 08/10/2021

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### Information

#### Agenda Item

**Board Appointments - City Secretary:** Consider appointments to the Valencia Public Improvement District Advisory Board.

#### Item Summary

The Valencia Public Improvement District (PID) Advisory Board consists of 5 property owners or representatives of property owners within the Valencia PID, and these board members are elected by the Valencia PID property owners. Elections for the 3 eligible seats on the Valencia PID Advisory Board were conducted at the annual Valencia PID Property Owners' meeting held on July 14, 2021. In accordance with the bylaws, each property owner within the Valencia PID was given one vote, per seat, per lot owned. North Point consists of 105 total lots, and 50 ballots were received. The newly appointed board members will each serve 3-year terms.

The three individuals with the most votes are as follows:

- Jena Massie
- Corey Lusk
- Jonathan Jackson

#### Fiscal Impact

None

#### Staff/Board Recommending

Rebecca Garza, City Secretary

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### Attachments

*No file(s) attached.*

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**Regular City Council Meeting**

**7. 3.**

**Meeting Date:** 08/10/2021

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**Information**

**Agenda Item**

**Board Appointments - City Secretary:** Consider appointments to the Upland Crossing Public Improvement District Advisory Board.

**Item Summary**

The Upland Crossing Public Improvement District Advisory Board (PID) will consist of 5 property owners or representatives of property owners within the Upland Crossing PID, and these board members are voted in by the Upland Crossing PID property owners. Elections for the 5 seats on the Upland Crossing PID Advisory Board were conducted at the annual Upland Crossing PID Property Owners' meeting held on July 15, 2021. Each property owner within the Upland Crossing PID was given one vote, per seat, per lot owned. The Upland PID consists of 404 total lots, and 193 ballots were received. The newly appointed board members will each serve either 2 or 3-year terms. At the first meeting, board members will decide at random who will start with 3-year terms and who will start with 2-year terms.

The five individuals with the most votes are as follows:

- Chris Berry
- Trey Benton
- Zach Tollett
- Mike Snyder
- Austin Lear

**Fiscal Impact**

None

**Staff/Board Recommending**

Rebecca Garza, City Secretary

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**Attachments**

*No file(s) attached.*

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**Regular City Council Meeting**

**7. 4.**

**Meeting Date:** 08/10/2021

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**Information**

**Agenda Item**

**Board Appointments - City Secretary:** Consider and take action on the appointments of the Chairperson and Vice-Chairperson for the Lubbock Water Advisory Commission.

**Item Summary**

Per Resolution No. 2009-R0198, "The City Council of the City of Lubbock shall designate the Chair and Vice-Chairperson from the appointed members of the Lubbock Water Advisory Commission." Jay House is the current Chair and Melanie Barnes is the current Vice Chair. Jay House has served as Chair since 2020 and Melanie Barnes has served as Vice Chair since 2020. The Staff liaison is recommending Jay House for Chair and Melanie Barnes for Vice Chair.

**Fiscal Impact**

None

**Staff/Board Recommending**

Rebecca Garza, City Secretary

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**Attachments**

*No file(s) attached.*

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**Regular City Council Meeting**

**7.5.**

**Meeting Date:** 08/10/2021

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**Information**

**Agenda Item**

**Public Hearing - Planning:** Hold a public hearing and consider an ordinance for a request for annexation, from Starlight Development, LLC, to annex an area of approximately 553 acres adjacent to the southern city limits of the City of Lubbock, south of 146th Street and west of Frankford Avenue.

**Item Summary**

On July 13, 2021, the City Council approved a resolution adopting the Municipal Service Plan, which was agreed upon by the City of Lubbock and property owners.

The next step in the voluntary annexation process is to hold a public hearing. Following the public hearing, the City Council may consider an ordinance annexing approximately 553 acres adjacent to the southern city limits of the City of Lubbock, south of 146th Street and west of Frankford Avenue.

**Fiscal Impact**

None

**Staff/Board Recommending**

Jesica McEachern, Assistant City Manager

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**Attachments**

- Ordinance - 146th and Frankford
  - Annexation Agreement and Municipal Service Plan
  - Annexation Map
  - Annexation Petition
-

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

**AN ORDINANCE: ANNEXING INTO THE CITY OF LUBBOCK, TEXAS OF AN AREA GENERALLY DESCRIBED AS APPROXIMATELY 553 ACRES ADJACENT TO THE SOUTHERN CITY LIMITS OF THE CITY OF LUBBOCK, SOUTH OF 146TH STREET AND WEST OF FRANKFORD AVENUE, 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 owner (the “Petitioner”) of an area of land generally described as approximately 553 acres adjacent to the southern city limits of the City of Lubbock, south of 146th Street and west of Frankford Avenue, 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 Petitioner at the City Council’s regularly scheduled meeting on July 13, 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.

**SECTION 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:**

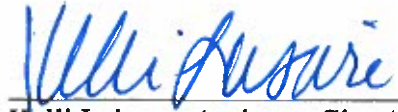
\_\_\_\_\_  
Rebecca Garza, City Secretary

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Bryan Isham, Director of Planning



**APPROVED AS TO FORM:**

A handwritten signature in blue ink, appearing to read "Kelli Leisure", written over a horizontal line.

Kelli Leisure, Assistant City Attorney

Ord. Annexation – Starlight Petition Annexation  
07.22.21

Resolution No. 2021-R0248

Item No. 7.5

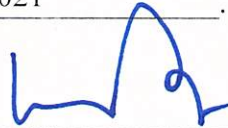
July 13, 2021

**RESOLUTION**

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

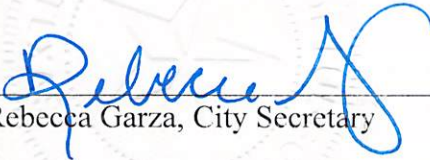
THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Annexation Agreement, by and between the City of Lubbock and Starlight Development, LLC, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on July 13, 2021.



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

ATTEST:



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

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



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

**MUNICIPAL SERVICES AGREEMENT**  
**BETWEEN THE CITY OF LUBBOCK, TEXAS**  
**AND STARLIGHT DEVELOPMENT, LLC**

This Municipal Services Agreement (the "Agreement") is entered into on 13<sup>th</sup> day of July, 2021 by and between the City of Lubbock, Texas, a home-rule municipality of the State of Texas, (the "City") and STARLIGHT DEVELOPMENT, LLC (the "Owner"), 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 Owner owns a parcel of land situated in Lubbock County, Texas which consists of approximately 553 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached to and incorporated herein (the "Property");

**WHEREAS**, where the City elects to annex such an area, the City is required to enter into a written agreement with the Owner that sets forth the City services to be provided for the 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 to and incorporated herein (the "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 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 Property, which is 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 Property 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. 19, located at 5826 98th Street, Station No. 16, located at 4030 114th Street and Station No. 15, located at 8002 Venita Avenue. Station No. 19 is approximately 4.2 miles from the proposed annexation with an approximate response time of 5 to 6 minutes. Station 16 is approximately 5.2 miles from the proposed annexation with an approximate response time of 7 to 8 minutes. Station No. 15 is approximately 7.4 miles from the proposed annexation with an approximate response time of 10 to 11 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. 19, located at 5826 98th Street, Station No. 16, located at 4030 114th Street and Station No. 15, located at 8002 Venita Avenue. Station No. 19 is approximately 4.2 miles from the proposed annexation with an approximate response time of 5 to 6 minutes. Station 16 is approximately 5.2 miles from

the proposed annexation with an approximate response time of 7 to 8 minutes. Station No. 15 is approximately 7.4 miles from the proposed annexation with an approximate response time of 10 to 11 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 4 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.

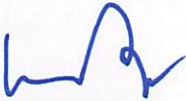
C. Owner understands and acknowledges that the City departments listed above may change name or be-reorganized by the City Manager. Any reference to a specific department also includes any subsequent department that will provide the same or similar services.

4. **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 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 granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

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 Property and is binding on the Owner.
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.

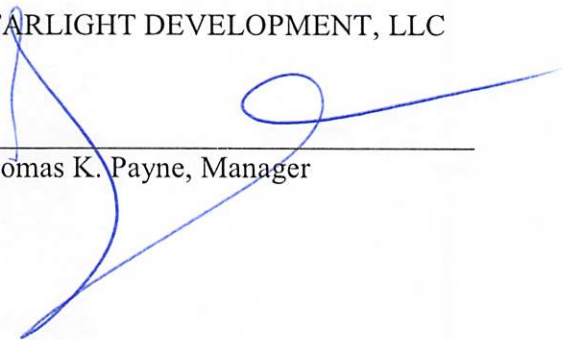
**EXECUTED** as of the Effective Date hereof.

CITY OF LUBBOCK



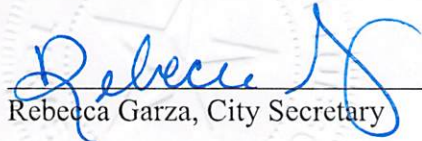
\_\_\_\_\_  
DANIEL M. POPE, Mayor

STARLIGHT DEVELOPMENT, LLC



\_\_\_\_\_  
Thomas K. Payne, Manager

ATTEST:



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

APPROVED AS TO CONTENT:



\_\_\_\_\_  
Bryan Isham, Director of Planning

APPROVED AS TO FORM:



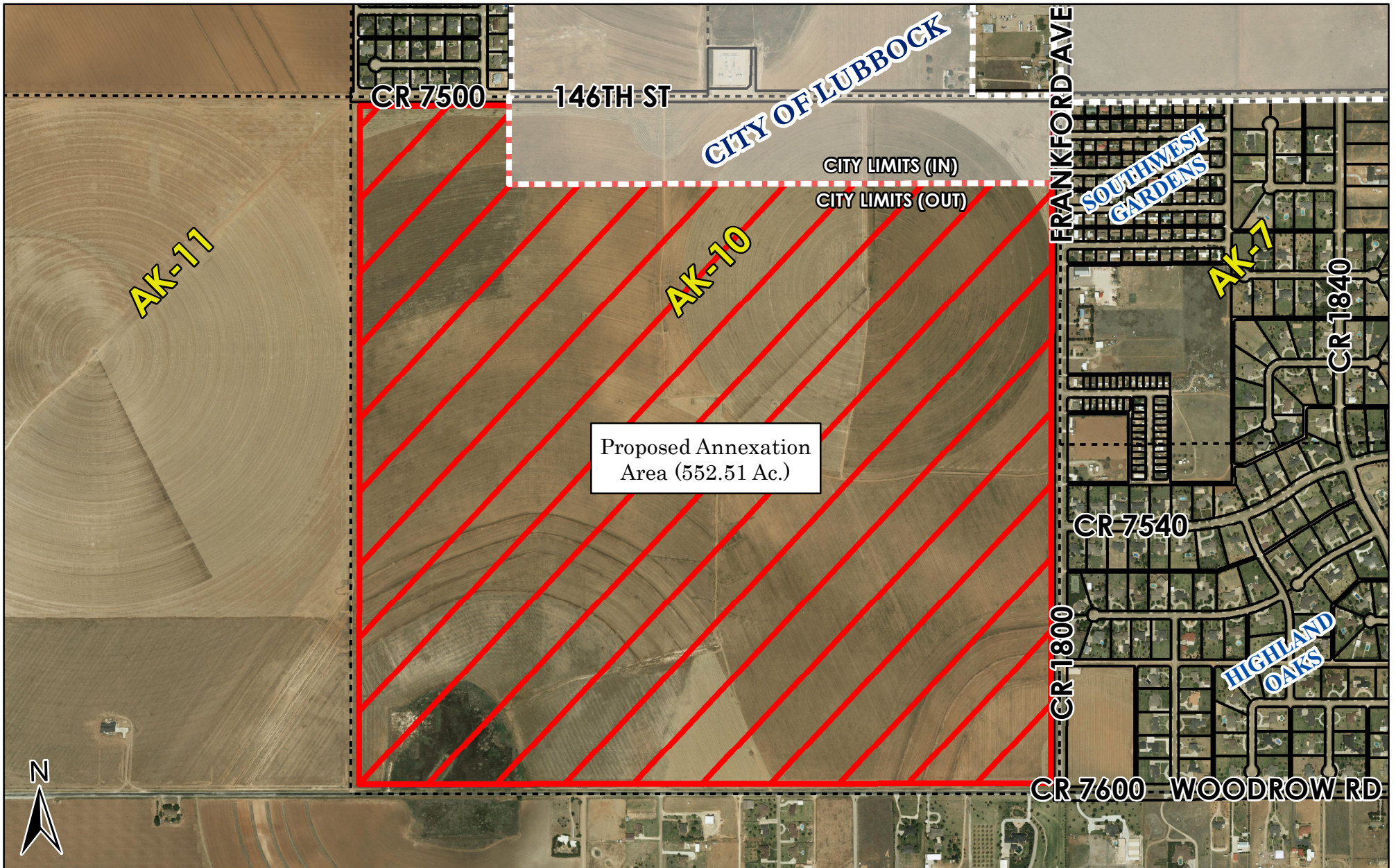
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Kelli Leisure, Assistant City Attorney

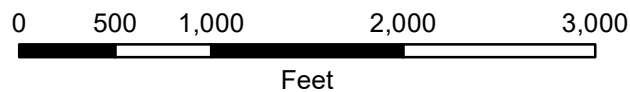
Ccdocs/AnnexationAgreement\_Starlight Dev\_AK-10

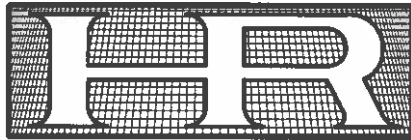


# Proposed Annexation Area (552.51 Ac. Total) Located in Section 10, Block AK, Lubbock County



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.





**LAND SURVEYORS  
CIVIL ENGINEERS**

**HUGO REED AND ASSOCIATES, INC.**

1601 Avenue N, Lubbock, Texas 79401

Phone: 806-763-5642

Fax: 806-763-3891

Texas Registered Engineering Firm F-760

Texas Licensed Surveying Firm 100676-00

**LETTER OF TRANSMITTAL**

To: <u>City Planning</u>	Date: <u>May 6, 2021</u>	Job #
	Project Name: <u>Annexation Section 10, Block AK</u>	

Attn: Bryan Isham

We are sending you:

Herewith

Under Separate Cover Via

Copies	Date	Description
orig	5/6	Annexation petition, application, description, and graphic

These are transmitted as:

For Your Use

For Review & Comments

For Approval

For Your Records

Return After Loan to Us

Remarks:

Please move forward with this proposed annexation

Copies to:

Signed: Terry Holeman





**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):** STARLIGHT DEVELOPMENT LLC

**Address:** PO Box 64664

**Address:** Lubbock, Texas, 79464

**Telephone:** (806) 543-0667 **Email:** tpayn3@gmail.com

**Telephone:** ( ) **Email:** \_\_\_\_\_

**Acreage of property:** 552.51 **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.



**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, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

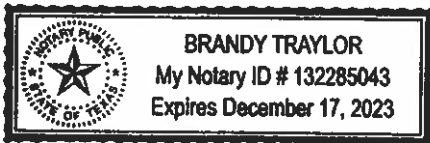
Signed: \_\_\_\_\_  
Signed: \_\_\_\_\_  
Signed: \_\_\_\_\_

THE STATE OF TEXAS

COUNTY OF Lubbock

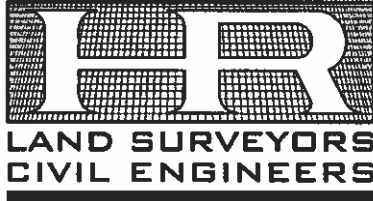
BEFORE ME, the undersigned authority, on this day personally appeared Thomas Payne,  
\_\_\_\_\_, and \_\_\_\_\_, known to me to  
be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he or she executed  
the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 28 day of April, 2021.



Brandy Traylor  
Notary Public in and for Lubbock County,  
Texas.





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

**EXHIBIT "A"**

**METES AND BOUNDS DESCRIPTION** of a 552.51 acre tract, located in Section 10, Block AK, Abstract 704, 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. 2016-00054, which bears N. 88°17'53" W. a distance of 65.00 feet and S. 01°52'42" W. a distance of 660.00 feet from the Northeast corner of Section 10, Block AK, Lubbock County, Texas;

**THENCE** S. 01°52'42" W., along a line 65 feet West of and parallel to the East line of said Section 10, a distance of 4506.55 feet to a point 65 feet North of the South line of said Section 10, for the Southeast corner of this tract;

**THENCE** N. 88°15'00" W., along a line 65 feet North of and parallel to the South line of said Section 10, a distance of 5196.15 feet to a point 65 feet East of the West line of said Section 10, for the Southwest corner of this tract;

**THENCE** N. 01°53'42" E., along a line 65 feet East of and parallel to the West line of said Section 10, a distance of 5097.20 feet to a point 65 feet South of the North line of said Section 10, for the Northwest corner of this tract;

**THENCE** S. 88°17'53" E., along a line 65 feet South of and parallel to the North line of said Section 10, a distance of 1116.76 feet to a point of intersection with said present city limits;

**THENCE** S. 01°42'07" W., along said present city limits, a distance of 595.00 feet to a point at an "ell" corner of this tract;

**THENCE** S. 88°17'53" E., continuing along said present city limits, a distance of 4076.09 feet to the Point of Beginning.

Contains: 552.51 acres

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

April 8, 2021

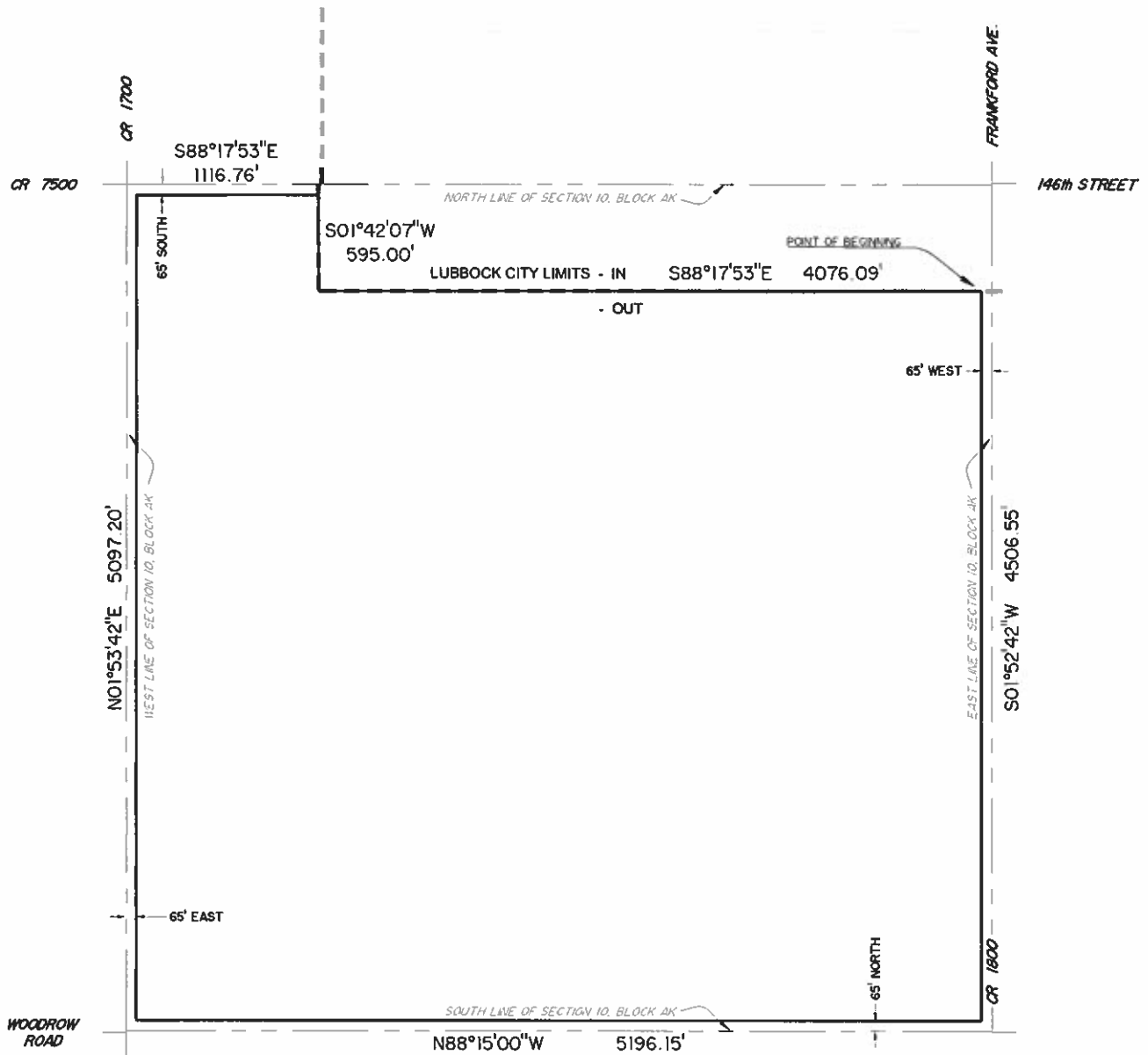
Robert A. Christopher  
Land Surveyor No. 5167  
Licensed State Land Surveyor  
State of Texas



*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"

## Sketch Illustrating Proposed Annexation



SCALE: 1"=1000'  
DATE: 04-08-2021

**HR** | **HUGO REED**  
AND ASSOCIATES, INC.

LAND SURVEYORS • CIVIL ENGINEERS • LAND PLANNERS  
 TEXAS LICENSED SURVEYING FIRM 100675 00 | PHONE: 806 / 763-5642 | 1601 AVENUE N  
 TEXAS REGISTERED ENGINEERING FIRM F-760 | FAX: 806 / 763-3891 | LUBBOCK, TEXAS 79401



AFTER RECORDING RETURN TO:  
PEOPLES BANK  
ATTN: Glenda Cox  
5820 82nd Street  
Lubbock, Texas 79424

**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.**

### **ASSUMPTION SPECIAL WARRANTY DEED**

**Grantor:** BROOKELAND I, LLC, a Texas Limited Liability Company - as to an undivided forty-seven one-hundredths percent (0.47%) interest

NEVERFALL, LLC, a Texas Limited Liability Company - as to an undivided seven and eight one-hundredths percent (7.08%) interest

ROCKET PARTNERS I, LLC, a Texas Limited Liability Company - as to an undivided forty one and eighty-seven one-hundredths percent (41.87%) interest

ROCKET PARTNERS II, LLC, a Texas Limited Liability Company - as to an undivided five and fifty-eight one-hundredths percent (5.58%) interest

**Grantor's Mailing Address (including county):**

P.O. Box 64664, Lubbock, Lubbock County, Texas 79464

**Grantee:** STARLIGHT DEVELOPMENT, LLC, a Texas Limited Liability Company

**Grantee's Mailing Address (including county):**

P.O. Box 64664, Lubbock, Lubbock County, Texas 79464

**Consideration:** Ten and no/100 Dollars and Grantee's assumption of the Real Estate Lien Notes which are described below (collectively the "Notes" and, singularly a "Note"):

1. Grantee assumes and agrees to pay according to the Note's terms all principal and interest remaining unpaid on that certain Real Estate Lien Note executed by BROOKELAND I, LLC, a Texas Limited Liability Company in the original principal amount of \$32,077.50, dated December 29, 2020, and payable to the order of PEOPLES BANK. Said Note is secured by a first-lien Deed of Trust (the "Deed of Trust") on the Property recorded under County Clerk File No. 2020059422, Official Public Records, Lubbock County, Texas. As further consideration, Grantee promises to keep and perform all of the covenants and obligations of the Grantor under said Deed of Trust.
2. Grantee assumes and agrees to pay according to the Note's terms all principal and interest remaining unpaid on that certain Real Estate Lien Note executed by NEVERFALL, LLC, a Texas Limited Liability Company in the original principal amount of \$483,210.00, dated December 29, 2020, and payable to the order of PEOPLES BANK. Said Note is secured by

the Deed of Trust which evidences a first-lien on the Property and is recorded under County Clerk File No. 2020059422, Official Public Records, Lubbock County, Texas. As further consideration, Grantee promises to keep and perform all of the covenants and obligations of the Grantor under said Deed of Trust.

3. Grantee assumes and agrees to pay according to the Note's terms all principal and interest remaining unpaid on that certain Real Estate Lien Note executed by ROCKET PARTNERS I, LLC, a Texas Limited Liability Company in the original principal amount of \$2,857,627.50 dated December 29, 2020, and payable to the order of PEOPLES BANK. Said Note is secured by the Deed of Trust which evidences a first-lien on the Property and is recorded under County Clerk File No. 2020059422, Official Public Records, Lubbock County, Texas. As further consideration, Grantee promises to keep and perform all of the covenants and obligations of the Grantor under said Deed of Trust.
4. Grantee assumes and agrees to pay according to the Note's terms all principal and interest remaining unpaid on that certain Real Estate Lien Note executed by ROCKET PARTNERS II, LLC, a Texas Limited Liability Company in the original principal amount of \$380,835.00, dated December 29, 2020, and payable to the order of PEOPLES BANK. Said Note is secured by the Deed of Trust which evidences a first-lien on the Property and is recorded under County Clerk File No. 2020059422, Official Public Records, Lubbock County, Texas. As further consideration, Grantee promises to keep and perform all of the covenants and obligations of the Grantor under said Deed of Trust.

**Property (including any improvements):**

Section 10, Block AK, Abstract 704, Lubbock County, Texas, a 639.316 acre tract and being further described by metes and bounds as follows:

BEGINNING at a found 1" iron pipe having Texas North Central Zone Coordinates (NAD 83, 2011, Epoch 2010.0000) of North 7231981.42, East: 914407.50 for the Common Corner of Section 9, 10, 11 and 12, Block AK, and the Northwest corner of this tract;

THENCE S 88°17' 53" E (Texas North Central Bearing Basis), with the South line of Section 9, Block AK, at 18.5 feet pass the Southwest corner of the Plat Limits of Windsor Park as shown on the Plat recorded in Volume 9268, Page 150, Lubbock County Official Public Records, continuing along the South line of the Plat Limits of Windsor Park and near the center of County Road 7500 (146th Street), at 1203.11 feet pass a found cotton spindle at the Southeast corner of the said Plat Limits, at 2675.26 feet pass a found ½" iron rod at the Southwest corner of Tract A, Slide Substation Addition, in all a distance of 5324.68 feet to a set mag spike and washer marked ABACUS ENG. RPLS 4460 in the intersection of Frankford Avenue (a strip paved road) and 146th Street for the Northeast corner of Section 10 and the Northeast corner of this tract, from which a found railroad spike, the Northeast corner of Section 7, Block AK bears N 01° 53' 05" E. 5279.59 feet;

THENCE S 01° 52' 42" W, near the center of County Road 1800 (Frankford Avenue) and with the West line of Section 7, Block AK, at 142.38 feet pass the projected North line of an alley from which a found ½" iron rod with red cap bears S 88° 07' 18" E, 65.00 feet, in all a distance of 5231.61 feet to a set mag spike and washer for the Southeast corner of Section 10 from which the Southwest corner of Section 7, Block AK bears S 01° 52' 42" W, 3.8 feet;

THENCE N 88° 15' 00" W with Woodrow Road, a paved County Road, and the North line of Section 128, Block 20, the North line of Latigo Estates and the North line of West Woodrow Addition at a distance of 684.46 feet pass 50.00 feet Northerly of a found ½" iron rod, at 2110.28 feet pass the projected centerline of Private Road 1740, from which a found nail bears S 01°40' 03" W, 59.81 feet, at 3024.68 feet pass North of a found ½" iron rod which bears S 01°45' W, 50.00 feet, in all a distance of 5326.17 feet to a set mag spike and washer for the Southwest corner of Section 10 and the Southwest corner of this tract from which a found iron rod with illegible yellow cap, the Southeast corner of Section 11, Block AK, bears S 01° 53' 42" W, 11.5 feet;

THENCE N 01° 53' 42" E, with the East line of Section 11, and with a tumrow, at 28.5 feet pass a found iron rod with blue cap set by Cy Turner, at 1309.5 feet pass a found iron rod with blue cap, in all a distance of 5227.16 feet to the PLACE OF BEGINNING containing 639.316 acres including any Right of Way.

**Reservations from and Exceptions to Conveyance and Warranty:**

This conveyance is expressly made subject to all presently recorded restrictive covenants, easements, encumbrances and outstanding mineral or royalty conveyances or reservations, if any, affecting the Property that appear of record in the office of the County Clerk of Lubbock County, Texas.

Deed of Trust dated December 29, 2021 and recorded under County Clerk File No. 2020059422, Official Public Records, Lubbock County, Texas.

Subject to ad valorem taxes owing for the year 2021 and all subsequent years.

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 hereby 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 warranty, when the claim is by, through, or under Grantor but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

DATED the 29th day of January, 2021.

**GRANTOR:**

BROOKELAND I, LLC,  
a Texas Limited Liability Company

By:   
Thomas K. Payne, Manager

NEVERFALL, LLC,  
a Texas Limited Liability Company

By:   
Thomas K. Payne, Manager

ROCKET PARTNERS I, LLC,  
a Texas Limited Liability Company

By:   
Thomas K. Payne, Manager

ROCKET PARTNERS II, LLC,  
a Texas Limited Liability Company

By:   
Thomas K. Payne, Manager

**BY SIGNING BELOW, GRANTEE ACCEPTS THE CONVEYANCE DESCRIBED HEREIN  
AND ASSUMES AND AGREES TO PAY THE HEREIN DESCRIBED NOTES AND TO  
PERFORM ALL OF THE COVENANTS AND OBLIGATIONS OF THE DEED OF TRUST.**

**GRANTEE:**

STARLIGHT DEVELOPMENT, LLC,  
a Texas Limited Liability Company

By:   
Thomas K. Payne, Manager

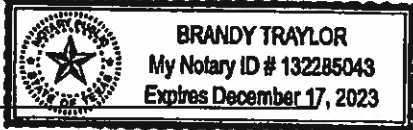
THE STATE OF TEXAS :

COUNTY OF LUBBOCK :

This instrument was acknowledged before me on the 1 day of February, 2021, by Thomas K. Payne, Manager of BROOKELAND I, LLC, a Texas Limited Liability Company, on behalf of said company.

Brandy Traylor  
Notary Public, State of Texas

Place Seal Here:



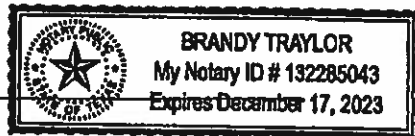
THE STATE OF TEXAS :

COUNTY OF LUBBOCK :

This instrument was acknowledged before me on the 1 day of February, 2021, by Thomas K. Payne, Manager of NEVERFALL, LLC, a Texas Limited Liability Company, on behalf of said company.

Brandy Traylor  
Notary Public, State of Texas

Place Seal Here:



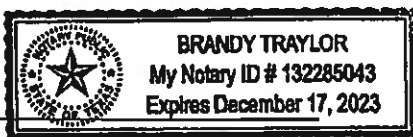
THE STATE OF TEXAS :

COUNTY OF LUBBOCK :

This instrument was acknowledged before me on the 1 day of February, 2021, by Thomas K. Payne, Manager of ROCKET PARTNERS I, LLC, a Texas Limited Liability Company, on behalf of said company.

Brandy Traylor  
Notary Public, State of Texas

Place Seal Here:



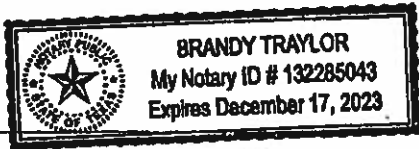
THE STATE OF TEXAS :

COUNTY OF LUBBOCK :

This instrument was acknowledged before me on the 1 day of February, 2021, by Thomas K. Payne, Manager of ROCKET PARTNERS II, LLC, a Texas Limited Liability Company, on behalf of said company.

Brandy Traylor  
Notary Public, State of Texas

Place Seal Here:



THE STATE OF TEXAS :

COUNTY OF LUBBOCK :

This instrument was acknowledged before me on the 1 day of February, 2021, by Thomas K. Payne, Manager of STARLIGHT DEVELOPMENT, LLC, a Texas Limited Liability Company, on behalf of, said company.

Brandy Traylor  
Notary Public, State of Texas

Place Seal Here:





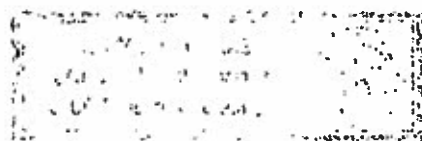
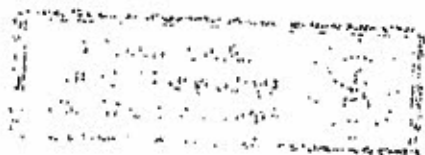
# FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



*Kelly Finion*

Kelly Finion, County Clerk  
Lubbock County, TEXAS  
02/10/2021 08:42 AM  
FEE: \$48.00  
2021006764





## Regular City Council Meeting

7. 6.

Meeting Date: 08/10/2021

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### Information

#### Agenda Item

**Public Hearing - Planning:** Hold a public hearing and consider an ordinance for a request for annexation from Loop 88, LLC, The Sherman Nelson Family, LP, Ilene Hobgood, Kim Nelson, and the Edward and Carol Daniel Family Trust, to annex an area of 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

On July 27, 2021, the City Council approved a resolution adopting the Municipal Service Plan, which was agreed upon by the City of Lubbock and property owners.

The next step in the voluntary annexation process is to hold a public hearing. Following the public hearing, the City Council may consider an ordinance annexing approximately 717.76 acres adjacent to the western city limits of the City of Lubbock, south of 34th Street and west of Inler Avenue.

#### Fiscal Impact

None

#### Staff/Board Recommending

Jesica McEachern, Assistant City Manager

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### Attachments

Ordinance - 34th and Inler

Annexation Agreement

Legal Description

Annexation Map

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

**AN ORDINANCE: ANNEXING INTO THE CITY OF LUBBOCK, TEXAS OF AN AREA 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, 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 717.76 acres adjacent to the western city limits of the City of Lubbock, south of 34th Street and west of Inler Avenue, 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 July 27, 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.

**SECTION 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 –Petition Annexation Loop 88 et al  
07.28.21

Resolution No. 2021-R0270

Item No. 7.8

July 27, 2021

**RESOLUTION**

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

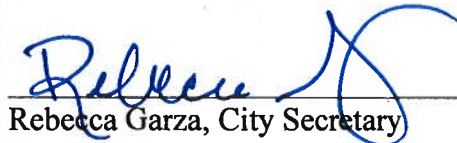
THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Annexation Agreement, by and between the City of Lubbock and Loop 88, LLC, the Sherman Nelson Family, LP, Ilene Hobgood, Kim Nelson, and the Edward and Carol Daniel Family Trust, 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 July 27, 2021.



DANIEL M. POPE, MAYOR

ATTEST:



Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Jessica McEachern, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

**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 27<sup>th</sup> day of July, 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.

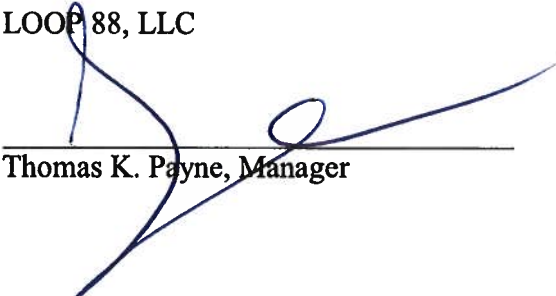
7. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Lubbock County, Texas and construed in conformity with the provisions of Texas Local Government Code Chapter 43.
8. **NO WAIVER.** The failure to either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
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

LOOP 88, LLC

  
 \_\_\_\_\_  
 Thomas K. Payne, Manager

ATTEST:

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



APPROVED AS TO CONTENT:

  
Bryan Isham, Director of Planning

APPROVED AS TO FORM:

  
Kelli Leisure, Assistant City Attorney

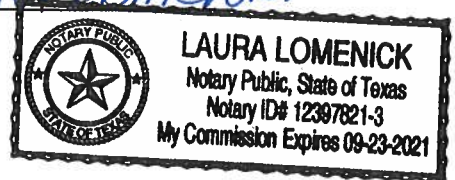
SUBSCRIBED AND SWORN TO BEFORE ME on the day of 26<sup>th</sup> day of July, 2021, to certify which witness my hand and official seal.

[Seal]

[Signature] 

[Printed name] LAURA LOMENICK

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



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*  
Edward Daniel, Trustee

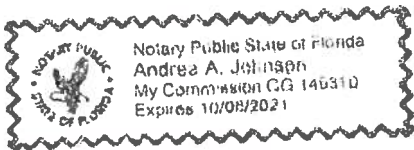
SUBSCRIBED AND SWORN TO BEFORE ME on the  
day of 23rd day of July, 2021, to  
certify which witness my hand and official seal.

[Seal]

[Signature] *Andrea A. Johnson*

[Printed name] Andrea A. Johnson

Notary Public in and for  
the State of ~~Texas~~ Florida



EDWARD AND CAROL DANIEL REVOCABLE TRUST

Carol Daniel  
Carol Daniel, Trustee

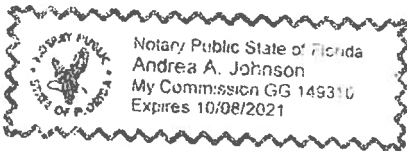
SUBSCRIBED AND SWORN TO BEFORE ME on the day of 23rd day of July, 2021, to certify which witness my hand and official seal.

[Seal]

[Signature] Andrea A Johnson

[Printed name] Andrea A Johnson

Notary Public in and for the State of ~~Texas~~ Florida



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

**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] \_\_\_\_\_

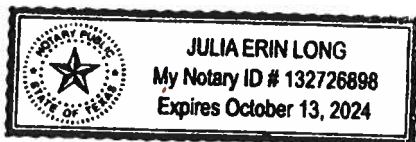
[Printed name] \_\_\_\_\_

Notary Public in and for the State of Texas

**EDWARD AND CAROL DANIEL REVOCABLE TRUST**

*Stacy Daniel Mullen, Trustee*  
Stacy Daniel Mullen, Trustee

SUBSCRIBED AND SWORN TO BEFORE ME on the day of 23 day of JULY, 2021, to certify which witness my hand and official seal.



[Seal]

[Signature] *Julia Erin Long*  
[Printed name] Julia Erin Long

Notary Public in and for the State of Texas

ILENE HOBGOOD

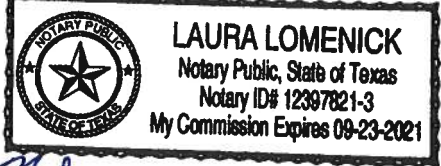
*Ilene Hobgood*  
Signature

SUBSCRIBED AND SWORN TO BEFORE ME on the day of 26<sup>th</sup> day of July, 2021, to certify which witness my hand and official seal.

[Seal]  
[Signature] *Laura Lomenick*  
[Printed name] LAURA LOMENICK

Notary Public in and for the State of Texas

KIM NELSON



*Kim Nelson*  
Signature

SUBSCRIBED AND SWORN TO BEFORE ME on the day of 26<sup>th</sup> day of July, 2021, to certify which witness my hand and official seal.

[Seal]  
[Signature] *Laura Lomenick*  
[Printed name] LAURA LOMENICK

Notary Public in and for the State of Texas



SHERMAN NELSON FAMILY, LP

*Kim Nelson*

General Partner

SUBSCRIBED AND SWORN TO BEFORE ME on the  
day of 20<sup>th</sup> day of July, 2021, to  
certify which witness my hand and official seal.

[Seal]

[Signature]

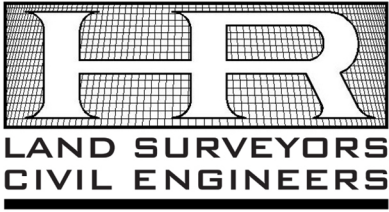
[Printed name]

*Laura Lomenick*  
LAURA LOMENICK

Notary Public in and for  
the State of Texas



Ccdocs/AnnexationAgreement\_Loop 88 et al



**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

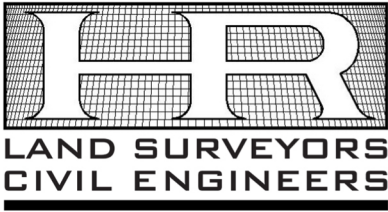
Bearings are relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, 2011 (epoch 2010.0).

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.*



## 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"**



**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.**



**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.

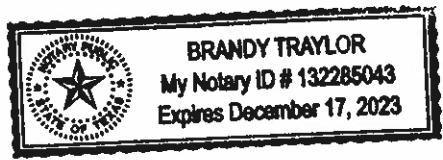
We certify that the above described tract of land is contiguous and adjacent to the City of Lubbock, Texas, falls within Lubbock County, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: \_\_\_\_\_  
Signed: \_\_\_\_\_  
Signed: \_\_\_\_\_

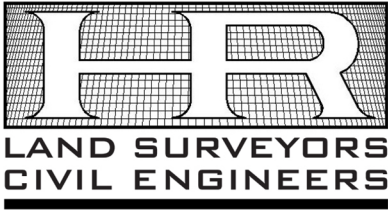
THE STATE OF TEXAS  
COUNTY OF Lubbock

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  
Notary Public in and for Lubbock County,  
Texas.



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

**EXHIBIT "A"**

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

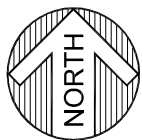
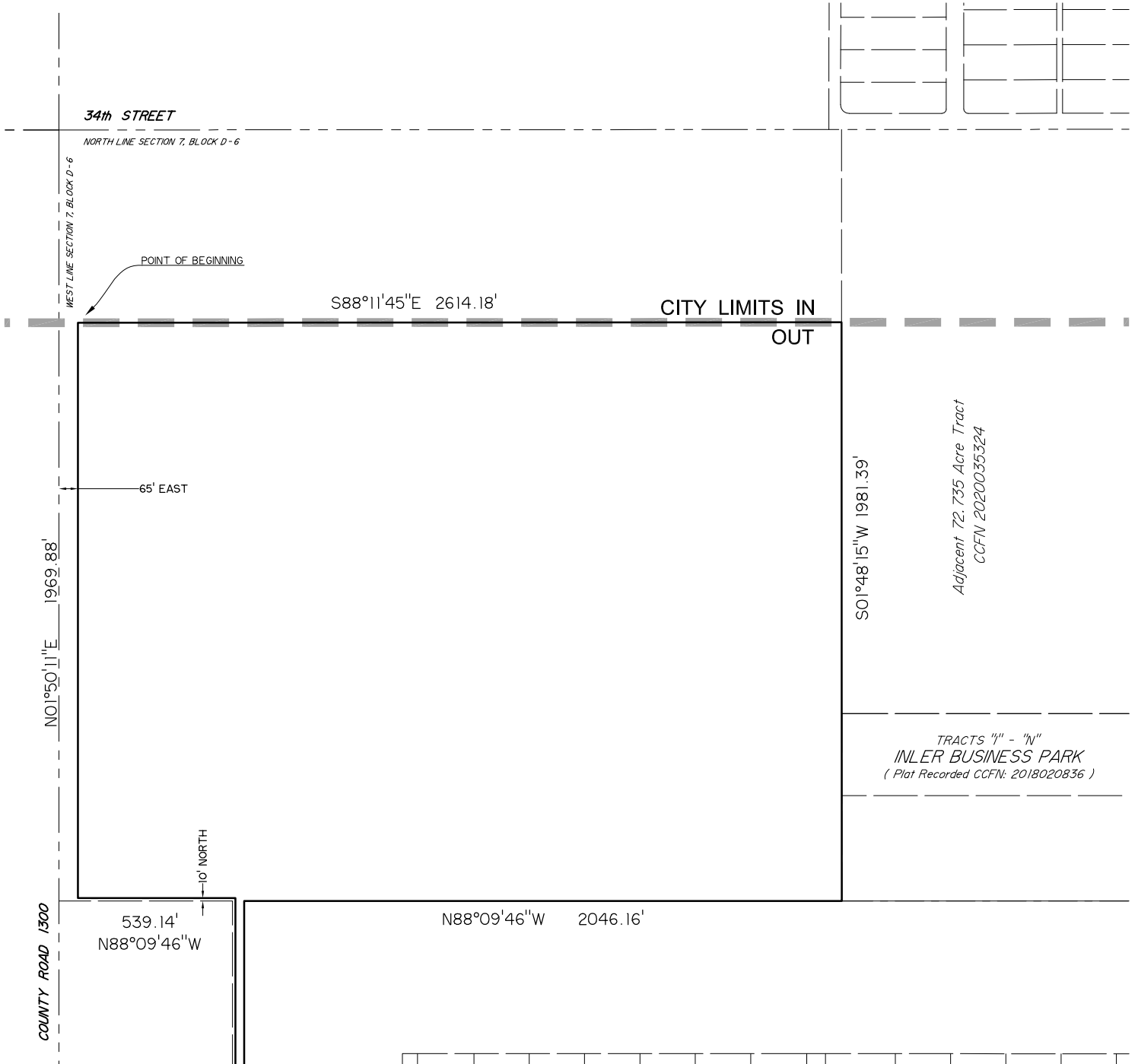


Robert A. Christopher  
Land Surveyor No. 5167  
Licensed State Land Surveyor  
State of Texas

*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"

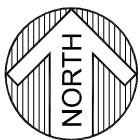
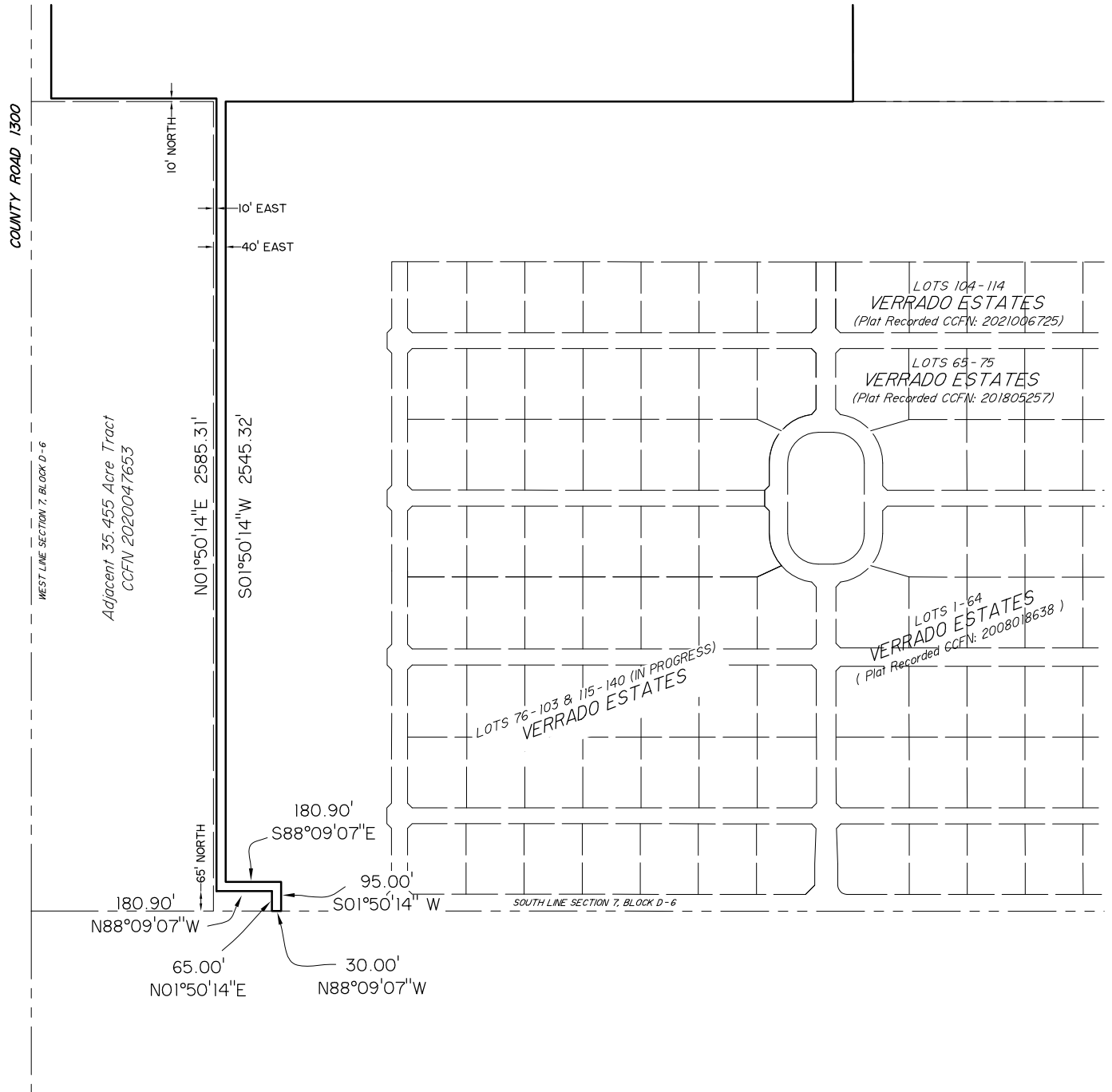
## Sketch Illustrating Proposed Annexation



SCALE: 1"=500'  
DATE: 07-21-2021

# EXHIBIT "A-2"

## Sketch Illustrating Proposed Annexation



SCALE: 1"=500'  
DATE: 07-21-2021

**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 / 763-3891 | LUBBOCK, TEXAS 79401





**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: iferne@q4q400.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.

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: *Ilene Hobgood*  
Ilene Hobgood

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

THE STATE OF TEXAS

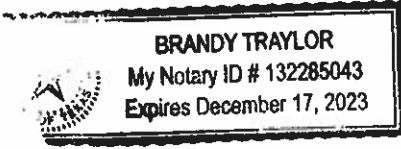
COUNTY OF Lubbock

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*

Notary Public in and for \_\_\_\_\_ County, 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: ifean54@yahoo.com

Telephone: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

Acreeage 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.



**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: \_\_\_\_\_

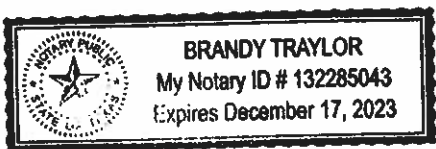
THE STATE OF TEXAS

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  
Notary Public in and for Lubbock County,  
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](http://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 27<sup>th</sup> day of April, 20 21.

Signature of Property Owner

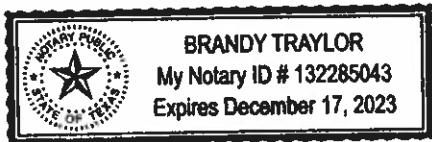
**Notary Public Information:**

THE STATE OF TEXAS, COUNTY OF Lubbock

BEFORE ME, the undersigned authority, this day personally appeared 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.



Brandy Traylor  
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): Kim Ray Nelson

Address: 5402 FM 179, Lubbock, 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.

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: Kim Ray Nelson  
Kim Ray Nelson

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

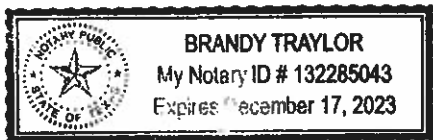
THE STATE OF TEXAS

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  
Notary Public in and for \_\_\_\_\_ County,  
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:** \_\_\_\_\_

**Acreeage 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.





**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: \_\_\_\_\_

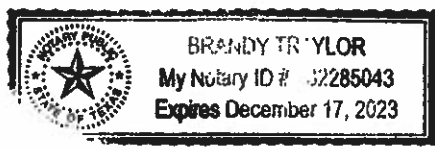
Signed: \_\_\_\_\_

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 Traylor  
Notary Public in and for Lubbock County,  
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.



**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*  
Edward L. Daniel, individually and as Trustee  
of Edward & Carol Daniel Revocable Trust

Signed: \_\_\_\_\_

THE STATE OF ~~TEXAS~~ Florida <sup>ST</sup>  
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 21 day of May, 2021.



*Casey Leigh Johnson*  
Notary Public in and for Okaloosa County,  
~~Texas~~ Florida <sup>ST</sup>



**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](http://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]  
Signature of Property Owner

**Notary Public Information:**

THE STATE OF ~~TEXAS~~ <sup>Florida</sup>, 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.



[Signature]  
Notary Public, State of ~~Texas~~ <sup>Florida</sup>



**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.

  
\_\_\_\_\_  
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: Carol Daniel  
Carol Daniel, individually and as Trustee  
of Edward & Carol Daniel Revocable Trust

Signed: \_\_\_\_\_

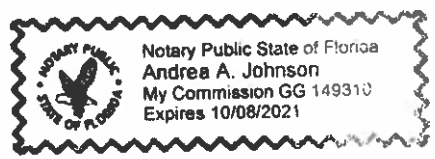
Signed: \_\_\_\_\_

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.



Andrea A. Johnson  
Notary Public in and for Okaloosa County,  
Florida 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](http://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

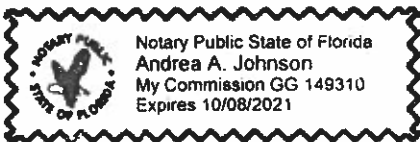
**Notary Public Information:**

THE STATE OF ~~TEXAS~~ Florida, COUNTY OF Okaloosa

BEFORE ME, the undersigned authority, this day personally appeared Carol Daniel

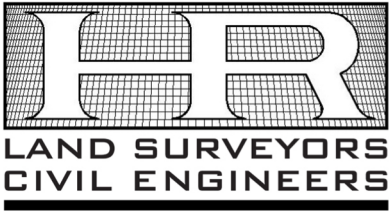
and on oath stated that the facts hereinabove are true to the best of their knowledge or belief. SWORN TO

AND SUBSCRIBED before me on this the 3rd day of May, 2021.



Andrea A. Johnson  
Notary Public, State of ~~Texas~~ Florida





## 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, OPRCLT, 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

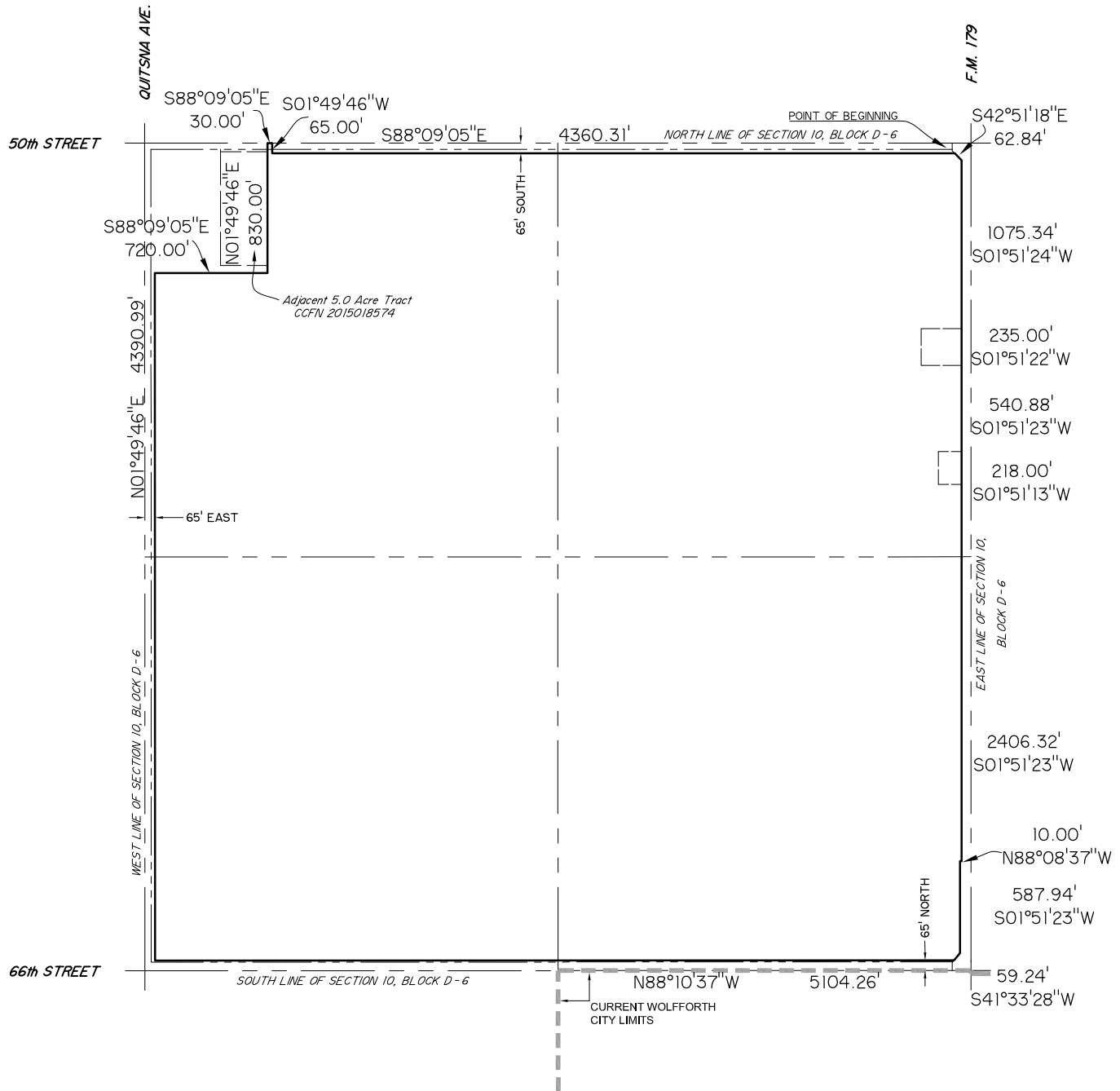


Robert A. Christopher  
Land Surveyor No. 5167  
Licensed State Land Surveyor  
State of Texas

*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



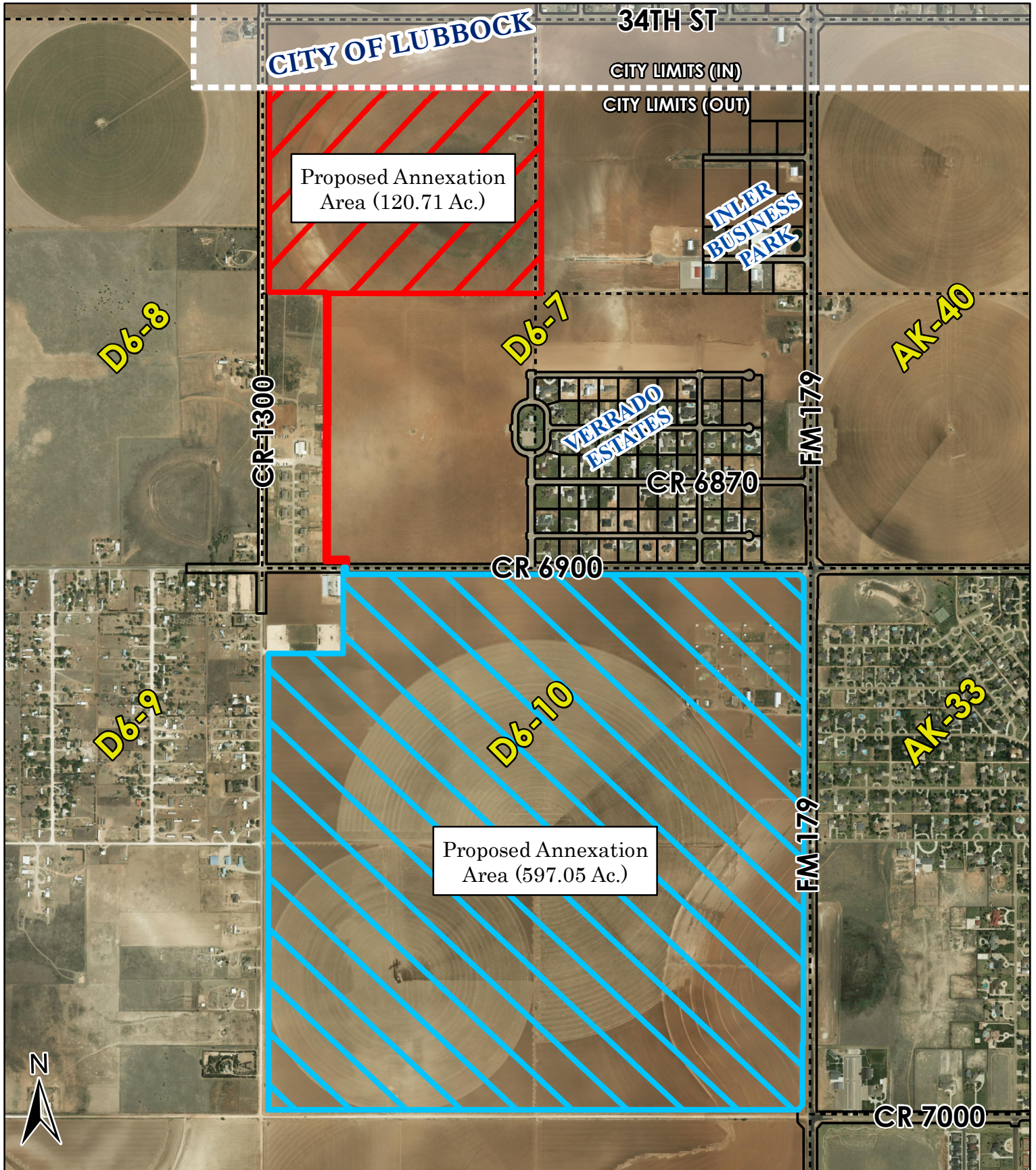
SCALE: 1"=1000'  
DATE: 07-21-2021

**HR HUGO REED**  
AND ASSOCIATES, INC.

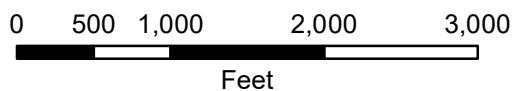
LAND SURVEYORS • CIVIL ENGINEERS • LAND PLANNERS  
TEXAS LICENSED SURVEYING FIRM 100676-00 | PHONE: 806 / 763-5642 | 1601 AVENUE N  
TEXAS REGISTERED ENGINEERING FIRM F-760 | FAX: 806 / 763-3891 | LUBBOCK, TEXAS 79401



# 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.





**Regular City Council Meeting**

**7. 7.**

**Meeting Date:** 08/10/2021

---

**Information**

**Agenda Item**

**Public Hearing - Planning:** Hold a public hearing and consider an ordinance for a request for annexation from Violet McInnes, Sandra Carlton, Wyatt Crawford, Melissa Crawford, Landshark Commercial Properties, LLC, Lubbock Cooper Independent School District, Red Canyon, LLC, and Grow Lubbock, LLC, to annex an area of 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 July 27, 2021, the City Council approved a resolution adopting the Municipal Service Plan, which was agreed upon by the City of Lubbock and property owners.

The next step in the voluntary annexation process is to hold a public hearing. Following the public hearing, the City Council may consider an ordinance annexing approximately 431.13 acres, adjacent to the southern city limits of the City of Lubbock, south of 146th Street and west of Avenue P.

**Fiscal Impact**

None

**Staff/Board Recommending**

Jesica McEachern, Assistant City Manager

---

**Attachments**

Ordinance - 146th and Ave P

Annexation Agreement

Legal Description

Annexation Map

---



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

**AN ORDINANCE: ANNEXING INTO THE CITY OF LUBBOCK, TEXAS OF AN AREA 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, 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 431.13 acres, adjacent to the southern city limits of the City of Lubbock, south of 146th Street and west of Avenue P, 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 July 27, 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.

**SECTION 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:**

A handwritten signature in blue ink, appearing to read "Kelli Leisure".

---

Kelli Leisure, Assistant City Attorney

Ord. Annexation –Petition Annexation Sharkey et al  
07.28.21



Resolution No. 2021-R0271  
Item No. 7.9  
July 27, 2021

**RESOLUTION**

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

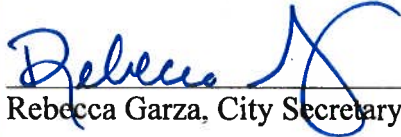
THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to the municipal services agreement for the annexation of an area consisting of approximately 110.438 acres in the extraterritorial jurisdiction of the City of 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 July 27, 2021.



DANIEL M. POPE, MAYOR

ATTEST:

  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
Jessica McEachern, Assistant City Manager

APPROVED AS TO FORM:

  
Kelli Leisure, Assistant City Attorney

**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 27th day of July 2021.



CITY OF LUBBOCK

Violet A. McInnes

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

\_\_\_\_\_  
Signature

SUBSCRIBED AND SWORN TO BEFORE ME on the  
day of \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to  
certify which witness my hand and official seal.

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

[Seal]

APPROVED AS TO CONTENT:

[Signature] \_\_\_\_\_

[Printed name] \_\_\_\_\_

\_\_\_\_\_  
Bryan Isham, Director of Planning

Notary Public in and for  
the State of Texas

APPROVED AS TO FORM:

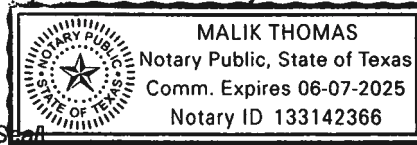
Sandra K. Carlton

*Sandra K Carlton*

Signature

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

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]

[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 12<sup>th</sup> day of July, 2021, to certify which witness my hand and official seal.

[Seal] 

[Signature] Jennifer Watson

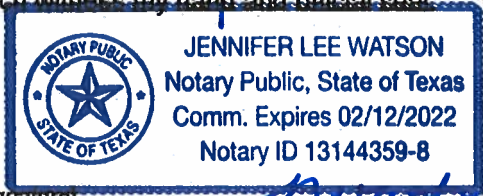
[Printed name] Jennifer Watson

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 12<sup>th</sup> day of July, 2021, to certify which witness my hand and official seal.

[Seal] 

[Signature] Jennifer Watson

[Printed name] Jennifer Watson

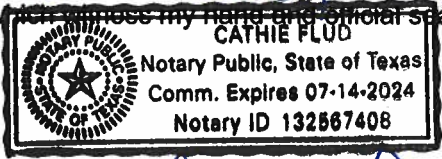
Notary Public in and for the State of Texas

Red Canyon, LLC

[Handwritten Signature]  
Signature

THOMAS K. PAYE, 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.



[Seal]  
[Signature] Cathie Flud  
[Printed name] Cathie Flud

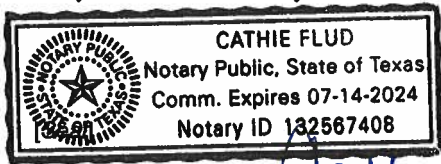
Notary Public in and for the State of Texas

Grow Lubbock, LLC

[Handwritten Signature]  
Signature

THOMAS K. PAYE, 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.



[Signature] Cathie Flud  
[Printed name] Cathie Flud

Notary Public in and for the State of Texas



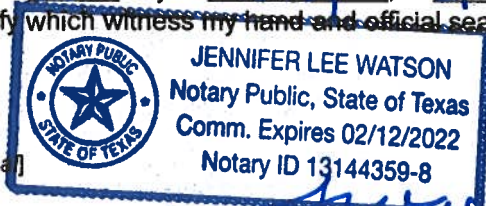
Landshark Commercial Properties, LLC



Signature

Jason Sharkey  
Printed Name and Title

SUBSCRIBED AND SWORN TO BEFORE ME on the day of 12<sup>th</sup> day of July, 2021, to certify which witness my hand and official seal.



[Seal]

[Signature]



[Printed name]

Jennifer Watson

Notary Public in and for the State of Texas

APPROVED AS TO FORM:

Paul Ehlers, Lubbock Cooper Independent School District, Board of Trustees President

\_\_\_\_\_  
Ann Manning, Legal Counsel,  
Lubbock Cooper Independent  
School District

\_\_\_\_\_  
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

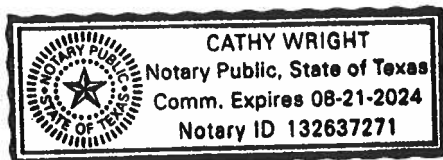
APPROVED AS TO FORM:

Paul Ehlers, Lubbock Cooper Independent School District, Board of Trustees President

Ann Manning  
Ann Manning, Legal Counsel,  
Lubbock Cooper Independent School District

Paul Ehlers  
Signature

SUBSCRIBED AND SWORN TO BEFORE ME on the day of 7<sup>th</sup> day of July, 2021, to certify which witness my hand and official seal.



[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 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:

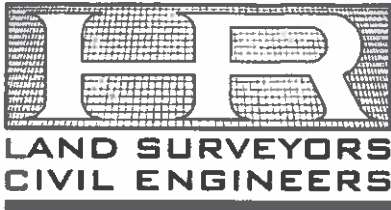
- A. Pro-rata on property already platted, and extension of services;
- B. Pro-rata and extensions to property being platted;
- C. Sizes of lines and meter sizes;
- D. Location for service connection;
- E. Deposits, charges, refunds;
- F. Cost of large mains may be partially paid by City, and other consideration; 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.



**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 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.*

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 146<sup>th</sup> 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 Instr. 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 tract 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 146<sup>th</sup> 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 146<sup>th</sup> 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 146<sup>th</sup> 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.

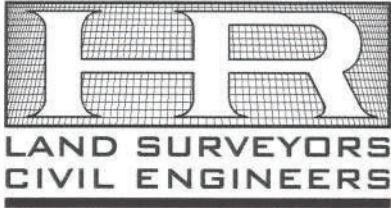
Registered Professional Land Surveyor No. 1871

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.*





### 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

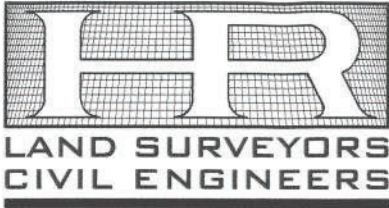
June 24, 2021 – Revised to change exhibit number



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.*





# 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

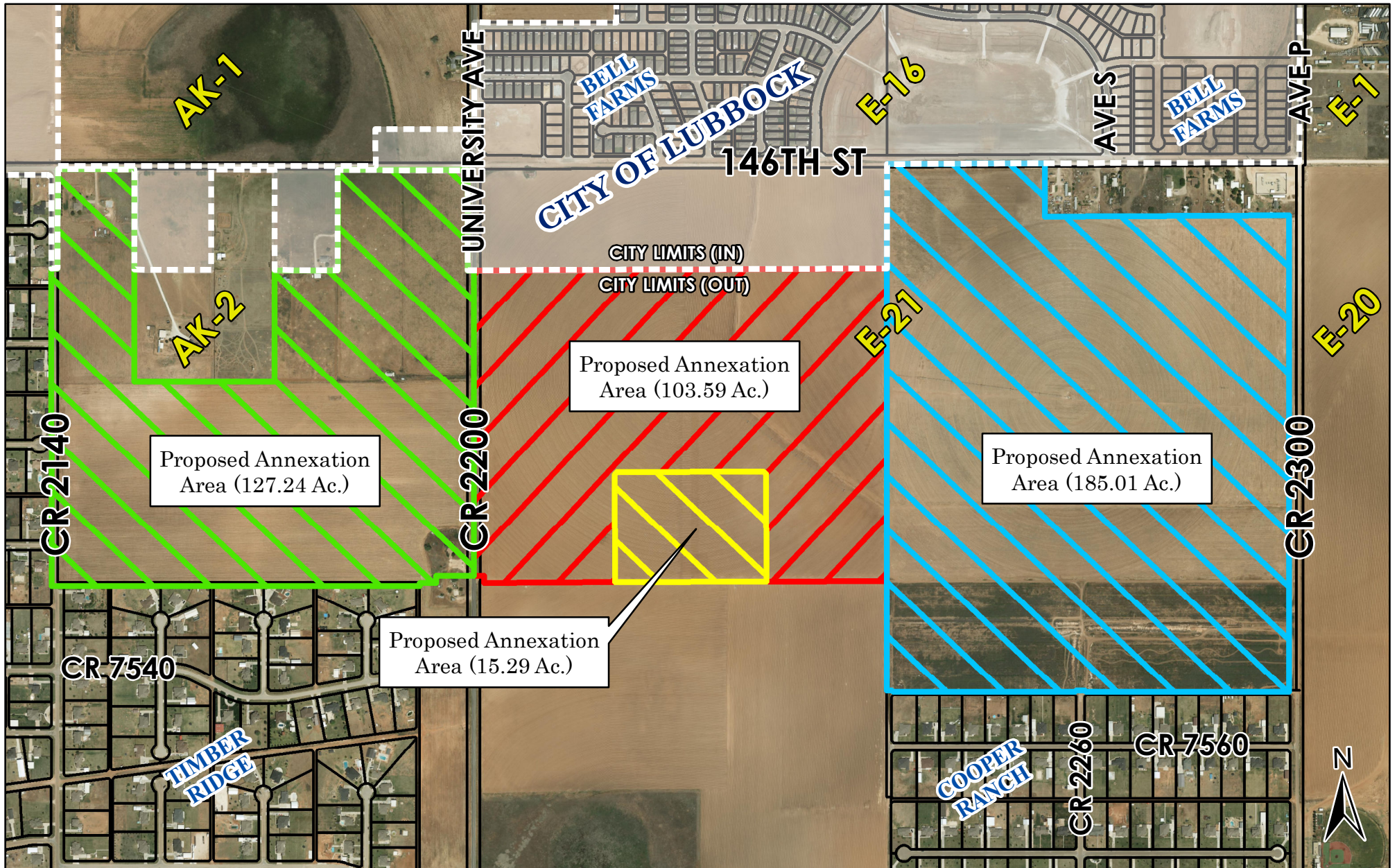
Brent Carroll  
Registered Professional  
Land Surveyor No. 5410  
State of Texas



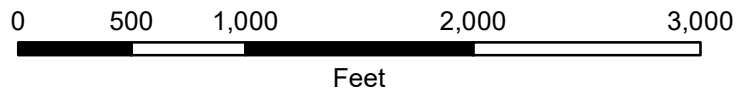
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# Proposed Annexation Areas (431.13 Ac. Total) Located in Section 21, Block E and Section 2, Block AK, Lubbock County



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.





## Regular City Council Meeting

7. 8.

Meeting Date: 08/10/2021

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### Information

#### Agenda Item

**Public Hearing - Planning:** Discuss and take appropriate action on an ordinance to amend Chapter 40 "Zoning" of the Code of Ordinances of the City of Lubbock, Texas, by amending Section 40.01.003 Definitions, to add definitions for "Event Center", "Hardware Store", and "Home Improvement Center"; amending Section 40.03.1873 Permitted Uses, to remove "Game Room" and "Lumber Yard" in District "CB-2"; and amending Section 40.03.3103 Permitted Uses, to add "Event Center" as a Specific Use in Districts "C-2", "C-3", and "C-4".

#### Item Summary

A recent zoning request caused concerns amongst the City Council regarding the lack of an adequate Event Center land use. Although the City is currently writing a Unified Development Code (UDC), an update to the City's Zoning Code and land use regulations, the Council requested that we update the zoning code to provide for this use as soon as possible. While working with the UDC Subcommittee on this item, staff has identified additional land uses and requirements that are also in need of updates based on past concerns. They are as follows:

Section 40.01.003 Definitions, to add definitions for "Event Center", "Hardware Store", and "Home Improvement Center";

Section 40.03.1873 Permitted Uses, to remove "Game Room" and "Lumber Yard" in District "CB-2";

Section 40.03.3103 Permitted Uses, to add "Event Center" as a Specific Use in Districts "C-2", "C-3" and "C-4".

The Planning and Zoning Commission heard this case on July 29, 2021, and recommended approval of the request by a unanimous vote.

#### Fiscal Impact

None

#### Staff/Board Recommending

Jesica McEachern, Assistant City Manager  
Planning and Zoning Commission

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### Attachments

Ordinance Amendment Chapter 40

Chapter 40 Amendments - Redlined

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

**AN ORDINANCE AMENDING CHAPTER 40 "ZONING" OF THE CITY OF LUBBOCK CODE OF ORDINANCES, TO AMEND SECTION 40.01.003 "DEFINITIONS" TO ADD DEFINITIONS FOR EVENT CENTER, HARDWARE STORE, AND HOME IMPROVEMENT CENTER; AMEND SECTION 40.03.1873 "PERMITTED USES" TO REMOVE GAME ROOM AND LUMBER YARD; AND TO AMEND SECTION 40.03.3103 "PERMITTED USES" TO ADD EVENT CENTER AS A SPECIFIC USE IN DISTRICTS "C-2", "C-3", AND "C-4"; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; PROVIDING A CONSISTENCY IN APPLICATION CLAUSE, AND PROVIDING FOR PUBLICATION.**

**WHEREAS**, the Planning and Zoning Commission of the City of Lubbock, Texas (the "Commission"), during its regular meeting on July 29, 2021, found that it is in the best interest of the citizens of Lubbock to amend Chapter 40 of the code of Ordinances of the City of Lubbock (the "Code") in order to update uses allowed in various zoning districts and create regulations for new uses; and

**WHEREAS**, the Commission recommends that the City Council of the City of Lubbock, Texas (the "Council") amend Chapter 40 of the City of Lubbock Code of ordinances as amended below; and

**WHEREAS**, the Council finds and determines that it is necessary and proper in the interest of the health, safety, and welfare of the citizens of the City of Lubbock to amend Chapter 40 of the City of Lubbock Code of Ordinances by amending said uses, **NOW THEREFORE**,

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

**SECTION 1. THAT** Section 40.01.003 of the Code of Ordinances of the City of Lubbock, Texas is hereby amended to insert the following definitions in alphabetical order and renumber the section accordingly as follows:

***Event Center:*** A public or privately owned structure or area used for the purposes of public performances, private receptions or parties, conferences, ceremonies or similar attractions that may generate heavy traffic. Accessory uses may include food preparation facilities, concessions, offices, and restaurants.

***Hardware Store:*** The retail sale, rental, or lease of tools, implements, or other items used for home improvement, or the retail sale, rental, or lease of such goods in combination with repair and maintenance services and the sale of replacement parts and accessories for home improvement.

***Home Improvement Center:*** An establishment engaged in the retail or wholesale sale of materials used in the construction of buildings or other structures, as well as the outdoor storage of construction equipment or materials on lots other than construction sites. Typical uses include

lumberyards, lawn and garden supply stores, construction equipment sales and rental, electrical, plumbing, air conditioning and heating supply stores, and swimming pool sales.

**SECTION 2. THAT** Section 40.03.1873 of the Code of Ordinances of the City of Lubbock, Texas is hereby amended as follows:

**[Permitted uses in this district are the following:]**

1. Any use unconditionally permitted in the "CB-1" District.
2. Agriculture implement and tractor sales and services (totally within a building).
3. Ambulance service.
4. Apartments.
5. Arts and crafts store.
6. Banks, and saving and loan companies, including motor banks and/or accessory pass-out windows.
7. Bicycle and lawnmower sales and repair shops.
8. Builder's supply. All materials must be in a building.
9. Bus station.
10. Cafe supply dealer, fixtures.
11. Candy plant.
12. Canvas goods shop, tents and awnings (no manufacturing).
13. Cleaning, dyeing or dry cleaning shops.
14. Commercial parking lot or building. No gasoline sales permitted.
15. Commercial private clubs and teenage clubs.
16. Consignment clothing store. (no outside storage or display).
17. Convalescent or sick room supplies.
18. Dairy supply dealer.
19. Dance hall (no mixed alcoholic beverage sales permitted).



20. Department store, discount center, family center.
21. Electrical supply dealer.
22. Feed store with no grinding, packaging, or mixing of feed permitted.
23. Florist shop.
24. Frozen food lockers.
25. Furniture store, new and used. (All merchandise must be in a building).
26. Pool, billiard and/or domino parlor (no mixed alcoholic beverage sales permitted).
27. Gift shop.
28. Grocery store. In areas allowed by state and local laws, permit the sale of alcoholic beverages for on-premises and/or off-premises consumption as an incidental use.
29. Tamale plant.
30. Hobby shop.
31. Hotel or motel.
32. Household appliance sales and repair shop.
33. Janitorial or cleaning service.
34. Job printing and lithographing.
35. Laboratory, chemical, general analysis.
36. Laundry and dry cleaning not exceeding over five thousand (5,000) square feet of gross floor area. Accessory pass-out windows and/or pickup and delivery of laundry from customers while still in their motor vehicle shall be permitted.
37. Magazine agency.
38. Motorcycle shop, including sales, rentals and service. (Outside display of motorcycles for sale or rent permitted.)
39. Nightclub, bar or lounge.
40. Nonprofit training center with retail sales.

41. Package store
42. Paint, tile, carpet, wall covering, and floor covering store.
43. Pest control service.
44. Pet shop - totally within a building.
45. Plumbing service, as defined in section 2.92 {29-3(92)} [40.01.003(122)].
46. Print shop.
47. Private community centers for the recreational and social use of the residents of an addition, subdivision, housing development, or apartment complex which is operated by an association or incorporated group for their use and benefit. Such center may contain a swimming pool, volleyball, tennis and croquet courts, parking lot, playground equipment and other similar recreational facilities. Such use shall be of the nature described above and shall be operated for the benefit and use of the occupants only as a part of the development.
48. Produce market. (Totally within a building.)
49. Quick tune or quick oil change facilities.
50. Radio, stereo, or television repair shops.
51. Rental store (no outside storage or display).
52. Restaurants when designed for service and consumption of food inside the building, except that accessory passout windows and outside dining areas/patios shall be permitted as defined in section 29-3(97.1.1) [40.01.003(138)] and 29-3(97.1.2) [40.01.003(139)] and the yard requirement section of this ordinance at 29-19.1(e) [section 40.03.1875].
53. Road machinery sales and service (totally within a building).
54. Secondhand goods store or pawnshop.
55. Self-service laundry and dry cleaning pick-up stations. Accessory pass-out windows and/or delivery of laundry from customers while still in their motor vehicle shall be permitted.
56. Sign shops, limited to window lettering, painted wall signs, banners and desk signs.
57. Skating rinks.
58. Sporting goods store.

59. Store fixtures sales (no manufacturing permitted).
60. Theaters and motion picture shows (includes multiple screens).
61. Tire, battery and accessory stores.
62. Upholstery shops, furniture (No outside storage permitted).
63. Wholesale house, sales office and storage - No cotton storage.

**SECTION 3. THAT** Sections 40.03.3103(d)-(f) of the Code of Ordinances of the City of Lubbock, Texas are hereby amended as follows:

d) Commercial uses—"C-2" District. The following commercial uses in "C-2" District provided all of the requirements of that district are met and further provided that additional requirements are approved by the City Council which will ensure proper protection to and compatibility with adjacent uses:

1. Event Center
2. Hotel or motel. (Nightclub permitted as an accessory use.)
3. Self-service gasoline sales.

e) Commercial uses—"C-3" District.

1. Automobile sales and service. (No used cars or recreational vehicle sales permitted.)
2. Event Center
3. Upholstery shop, furniture. (No furniture refinishing or outside storage permitted.)

f) Commercial uses—"C-4" District. The minimum parking requirement for each of the following permitted uses shall have, and maintain, one (1) parking space for each fifty (50) square feet of gross floor area:

1. Commercial private clubs and teenage clubs.
2. Dance halls (no mixed alcoholic beverage sales permitted).
3. Event Center
4. Game room, pool, billiard and/or domino parlors.

5. Nightclubs, bars or lounges.

**SECTION 4. THAT** violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed Two-Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

**SECTION 5. THAT** should any paragraph, section, 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 6. THAT** the intent of this Ordinance is to apply consistent changes to any portion of the Code of Ordinances of the City of Lubbock that is or may be affected by the changes provided herein. This Ordinance is also intended to apply consistent changes to any Ordinance that has been approved by the City Council of the City of Lubbock that is or may be affected by the changes provided herein. If this Ordinance has omitted any portion of the Code of Ordinances or any other Ordinance that should otherwise be affected by the changes provided herein, such omission is inadvertent and unintentional, and, upon the effective date of this Ordinance, any such omitted portion of the Code of Ordinances or other Ordinance shall be interpreted in such a manner as to comply with the changes provided herein.

**SECTION 7. THAT** the City Secretary of the City of Lubbock, Texas, is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative means of publication provided by law.

**AND IT IS SO ORDERED.**

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

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

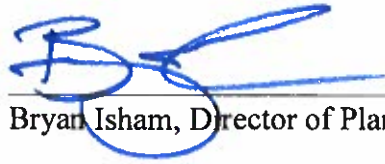
\_\_\_\_\_  
DANIEL M. POPE, MAYOR

ATTEST:

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Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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Bryan Isham, Director of Planning

APPROVED AS TO FORM:



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Kelli Leisure, Assistant City Attorney

ccdcs//Ord.Amend.Ch40Uses\_PZC  
08.02.21

**Sec. 40.01.003 Definitions**

Event Center: A public or privately owned structure or area used for the purposes of public performances, private receptions or parties, conferences, ceremonies or similar attractions that may generate heavy traffic. Accessory uses may include food preparation facilities, concessions, offices, and restaurants.

Hardware Store: The retail sale, rental, or lease of tools, implements, or other items used for home improvement, or the retail sale, rental, or lease of such goods in combination with repair and maintenance services and the sale of replacement parts and accessories for home improvement.

Home Improvement Center: An establishment engaged in the retail or wholesale sale of materials used in the construction of buildings or other structures, as well as the outdoor storage of construction equipment or materials on lots other than construction sites. Typical uses include lumberyards, lawn and garden supply stores, construction equipment sales and rental, electrical, plumbing, air conditioning and heating supply stores, and swimming pool sales.

**Sec. 40.03.1873 Permitted uses**

[Permitted uses in this district are the following:]

- (1) Any use unconditionally permitted in the “CB-1” District.
- (2) Agriculture implement and tractor sales and services (totally within a building).
- (3) Ambulance service.
- (4) Apartments.
- (5) Arts and crafts store.
- (6) Banks, and saving and loan companies, including motor banks and/or accessory pass-out windows.
- (7) Bicycle and lawnmower sales and repair shops.
- (8) Builder's supply. All materials must be in a building.
- (9) Bus station.
- (10) Cafe supply dealer, fixtures.
- (11) Candy plant.
- (12) Canvas goods shop, tents and awnings (no manufacturing).

- (13) Cleaning, dyeing or dry cleaning shops.
- (14) Commercial parking lot or building. No gasoline sales permitted.
- (15) Commercial private clubs and teenage clubs.
- (16) Consignment clothing store. (no outside storage or display).
- (17) Convalescent or sick room supplies.
- (18) Dairy supply dealer.
- (19) Dance hall (no mixed alcoholic beverage sales permitted).
- (20) Department store, discount center, family center.
- (21) Electrical supply dealer.
- (22) Feed store with no grinding, packaging, or mixing of feed permitted.
- (23) Florist shop.
- (24) Frozen food lockers.
- (25) Furniture store, new and used. (All merchandise must be in a building).
- ~~(26) Game room, pool, billiard and/or domino parlor (no mixed alcoholic beverage sales permitted).~~
- (27) Gift shop.
- (28) Grocery store. In areas allowed by state and local laws, permit the sale of alcoholic beverages for on-premises and/or off-premises consumption as an incidental use.
- (29) Tamale plant.
- (30) Hobby shop.
- (31) Hotel or motel.
- (32) Household appliance sales and repair shop.
- (33) Janitorial or cleaning service.
- (34) Job printing and lithographing.



(35) Laboratory, chemical, general analysis.

~~(36) Lumber yard, with no mill. All materials must be within a building.~~

(37) Laundry and dry cleaning not exceeding over five thousand (5,000) square feet of gross floor area. Accessory pass-out windows and/or pickup and delivery of laundry from customers while still in their motor vehicle shall be permitted.

(38) Magazine agency.

(39) Motorcycle shop, including sales, rentals and service. (Outside display of motorcycles for sale or rent permitted.)

(40) Nightclub, bar or lounge.

(41) Nonprofit training center with retail sales.

(42) Package store

(43) Paint, tile, carpet, wall covering, and floor covering store.

(44) Pest control service.

(45) Pet shop - totally within a building.

(46) Plumbing service, as defined in section 2.92 {29-3(92)} [[40.01.003](#)(122)].

(47) Print shop.

(48) Private community centers for the recreational and social use of the residents of an addition, subdivision, housing development, or apartment complex which is operated by an association or incorporated group for their use and benefit. Such center may contain a swimming pool, volleyball, tennis and croquet courts, parking lot, playground equipment and other similar recreational facilities. Such use shall be of the nature described above and shall be operated for the benefit and use of the occupants only as a part of the development.

(49) Produce market. (Totally within a building.)

(50) Quick tune or quick oil change facilities.

(51) Radio, stereo, or television repair shops.

(52) Rental store (no outside storage or display).

- (53) Restaurants when designed for service and consumption of food inside the building, except that accessory passout windows and outside dining areas/patios shall be permitted as defined in section 29-3(97.1.1) [[40.01.003](#)(138)] and 29-3(97.1.2) [[40.01.003](#)(139)] and the yard requirement section of this ordinance at 29-19.1(e) [[section 40.03.1875](#)].
- (54) Road machinery sales and service (totally within a building).
- (55) Secondhand goods store or pawnshop.
- (56) Self-service laundry or washateria and dry cleaning pick-up stations. Accessory pass-out windows and/or delivery of laundry from customers while still in their motor vehicle shall be permitted.
- (57) Sign shops, limited to window lettering, painted wall signs, banners and desk signs.
- (58) Skating rinks.
- (59) Sporting goods store.
- (60) Store fixtures sales (no manufacturing permitted).
- (61) Theaters and motion picture shows (includes multiple screens).
- (62) Tire, battery and accessory stores.
- (63) Upholstery shops, furniture (No outside storage permitted).
- (64) Wholesale house, sales office and storage - No cotton storage.

**Sec. 40.03.3103 Permitted uses**

(d) Commercial uses—“C-2” District. The following commercial uses in “C-2” District provided all of the requirements of that district are met and further provided that additional requirements are approved by the City Council which will ensure proper protection to and compatibility with adjacent uses:

- 1. Event Center
- 2. Hotel or motel. (Nightclub permitted as an accessory use.)
- 3. (2)—Self-service gasoline sales.

(e) Commercial uses—“C-3” District.

(1) Automobile sales and service. (No used cars or recreational vehicle sales permitted.)

2. Event Center

~~(32)~~ Upholstery shop, furniture. (No furniture refinishing or outside storage permitted.)

(f) Commercial uses—"C-4" District.

(1) Commercial private clubs and teenage clubs.

(2) Dance halls (no mixed alcoholic beverage sales permitted).

(3) Event Center

(4) Game room, pool, billiard and/or domino parlors.

(5) Nightclubs, bars or lounges.

~~(A) — Minimum parking requirements for subsection (g)(1)–(4) above: One space for each fifty (50) square feet of gross floor area.~~



## Regular City Council Meeting

7. 9.

Meeting Date: 08/10/2021

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### Information

#### Agenda Item

**Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0089, 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.

#### Item Summary

On July 27, 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 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

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### Attachments

Ordinance 2538-T  
Staff Report 2538-T  
Documentation 2538-T

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

**AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 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 \_\_\_\_\_.**

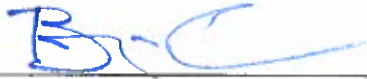
**Passed by the City Council on second reading on \_\_\_\_\_.**

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

**ATTEST:**

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

**APPROVED AS TO CONTENT:**



Bryan Isham, Director of Planning

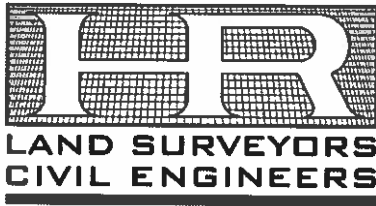
**APPROVED AS TO FORM:**



Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC2538-T  
July 1, 2021





**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"**  
**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

<b>Staff Report</b>	<b>Zone Case 2538-T</b>
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 34<sup>th</sup> Street and is located north of 34<sup>th</sup> 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 34<sup>th</sup> 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](mailto:jhawkins@mylubbock.us)

Kristen Sager  
Planning and Zoning Manager  
Planning Department  
806-775-2109  
[ksager@mylubbock.us](mailto:ksager@mylubbock.us)

**Allowable Uses:** [Local Retail District \(C-2\)](#)

**Transportation:** The proposed development has one points of access from 34<sup>th</sup> Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
34 <sup>th</sup> Street <i>Partial Minor Arterial (Modified)</i>	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.

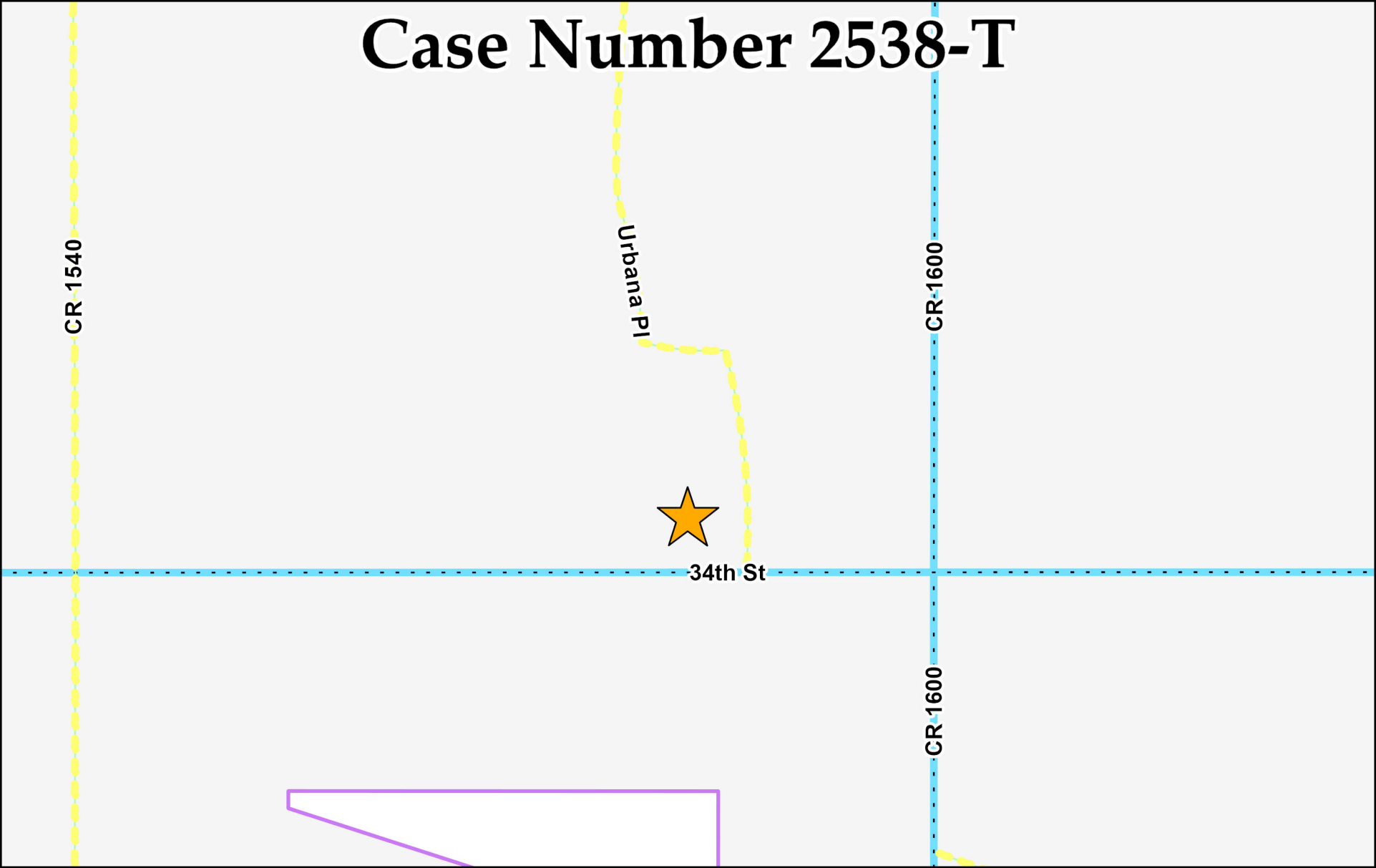
**PLANNER JACOB HAWKINS** stated there were four (4) notifications sent out and zero (0) returned. Staff shared maps, photos, the staff report, and explained the surrounding zoning around the subject area. Staff recommends approval of the request.

**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

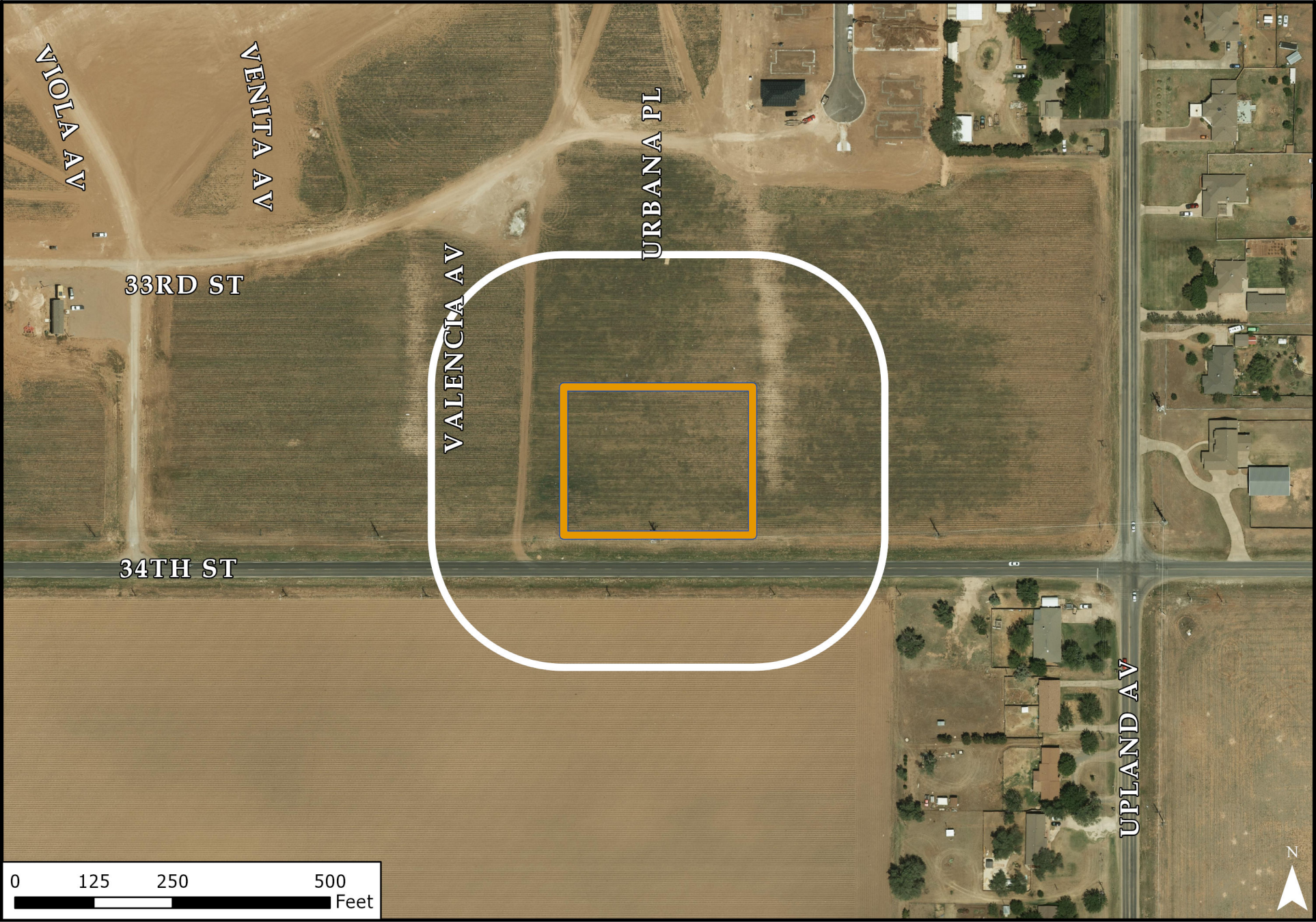


Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop





# Case Number 2538-T



VIOLA AV

VENTITA AV

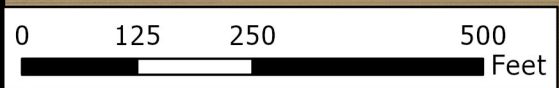
URBANA PL

VALENCIA AV

33RD ST

34TH ST




UPLAND AV

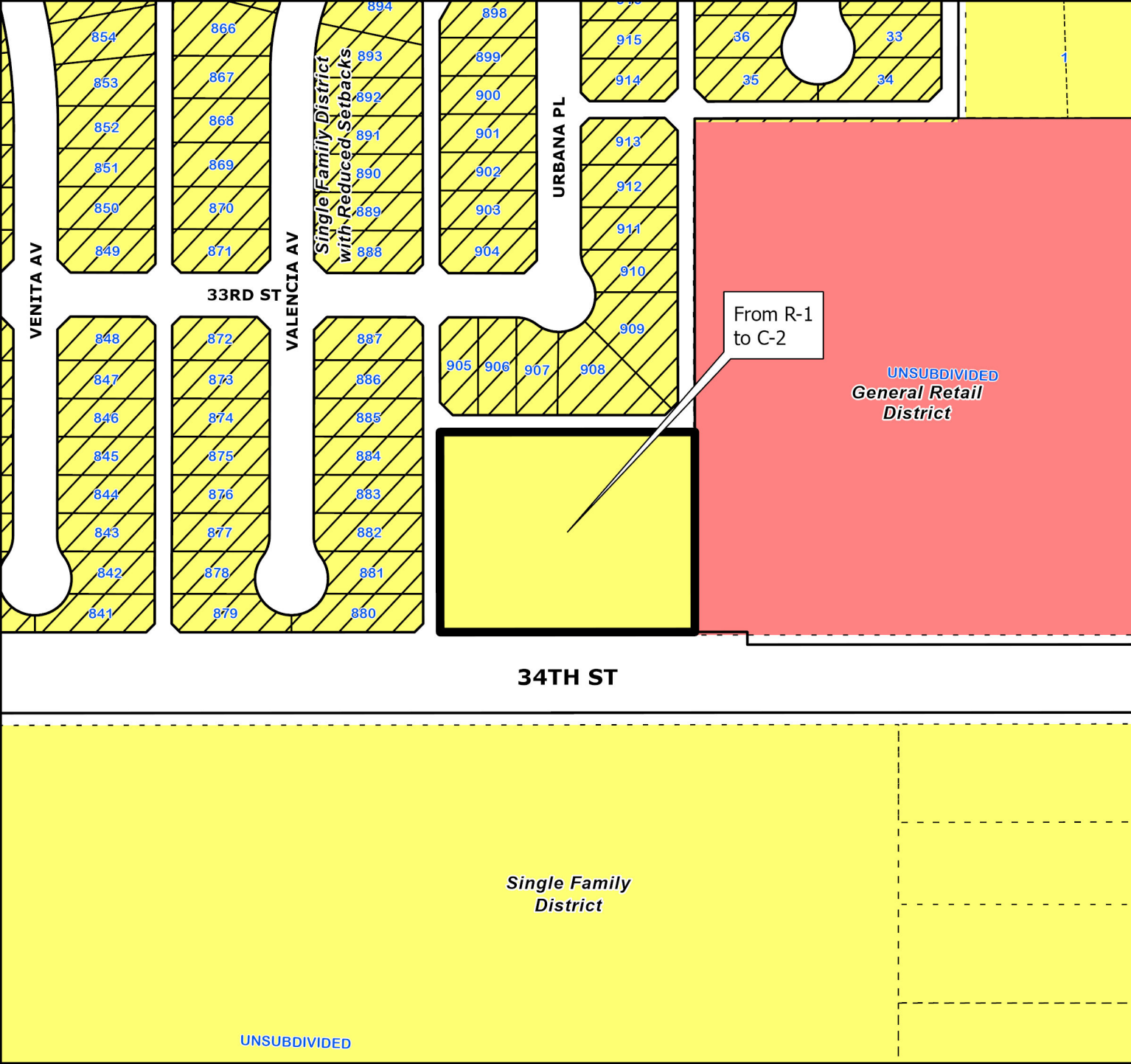




# Current Zoning 2538-T

## Zoning Districts

-  General Retail
-  Single Family
-  Single Family with Reduced Setbacks



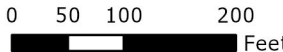
From R-1  
to C-2

UNSUBDIVIDED  
General Retail  
District

34TH ST

Single Family  
District

UNSUBDIVIDED

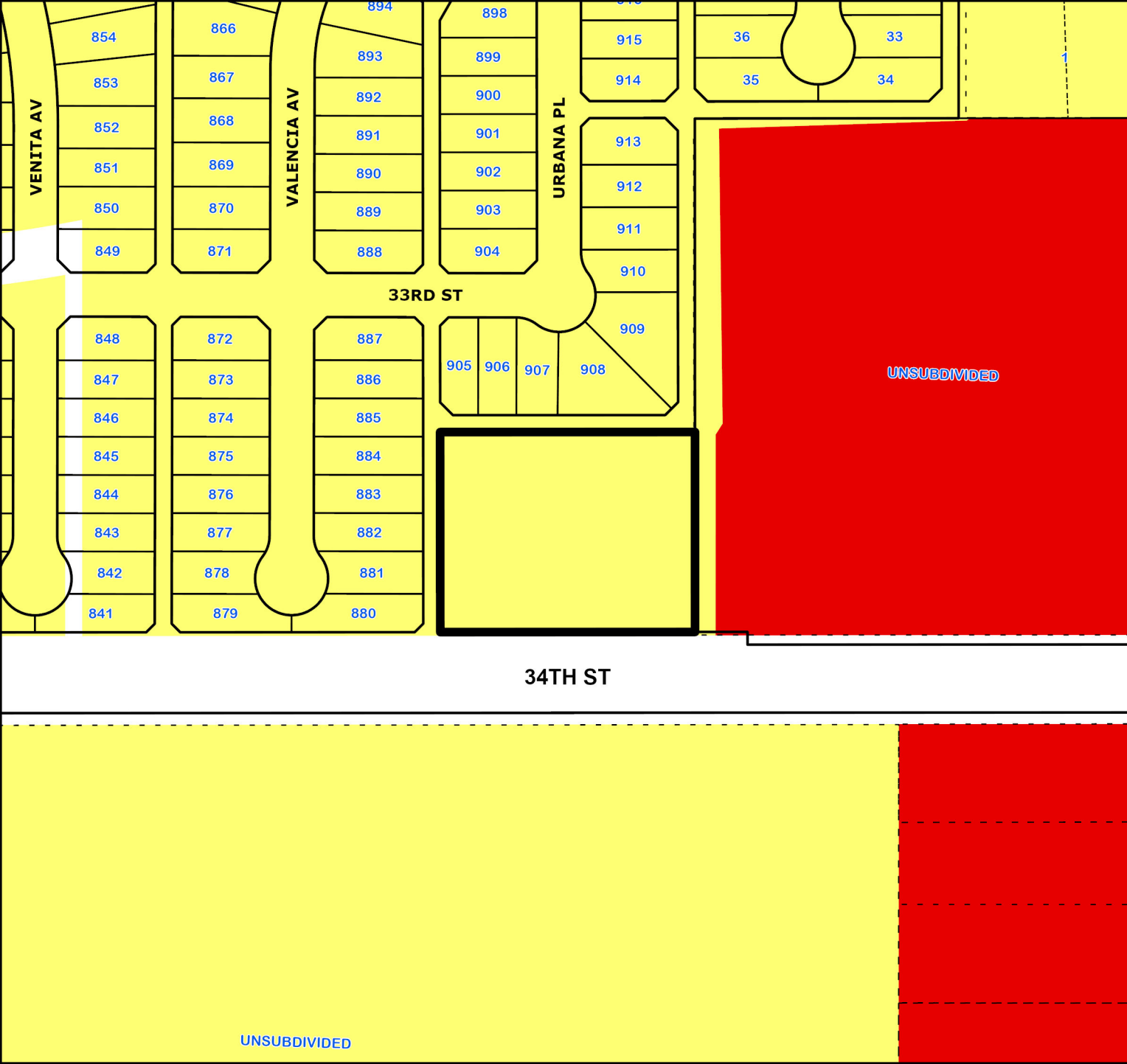
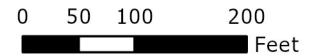




# Future Land Use Plan Case 2538-T

## 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



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 [checked] 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 [checked]

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: [Signature]
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: [Signature]
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. 10.

Meeting Date: 08/10/2021

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### Information

#### Agenda Item

**Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0090, 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.

#### Item Summary

On July 27, 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 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

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### Attachments

Ordinance 3047-AA  
Staff Report 3047-AA  
Documentation 3047-AA

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

**AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 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

<b>Staff Report</b>	<b>Zone Case 3047-AA</b>
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. 2005-00067 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. 2005-00092.
- 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 121<sup>st</sup> Place and are located north of 122<sup>nd</sup> 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 122<sup>nd</sup> 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](mailto:ashleyvasquez@mylubbock.us)

Kristen Sager  
Planning and Zoning Manager  
Planning Department  
806-775-2109

[ksager@mylubbock.us](mailto:ksager@mylubbock.us)

**Allowable Uses:** [Single-Family District with Reduced Setbacks R-1A](#)

**Transportation:** The proposed development has points of access from 122<sup>nd</sup> Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
122 <sup>nd</sup> Street, <i>Collector, Not Completed</i>	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.

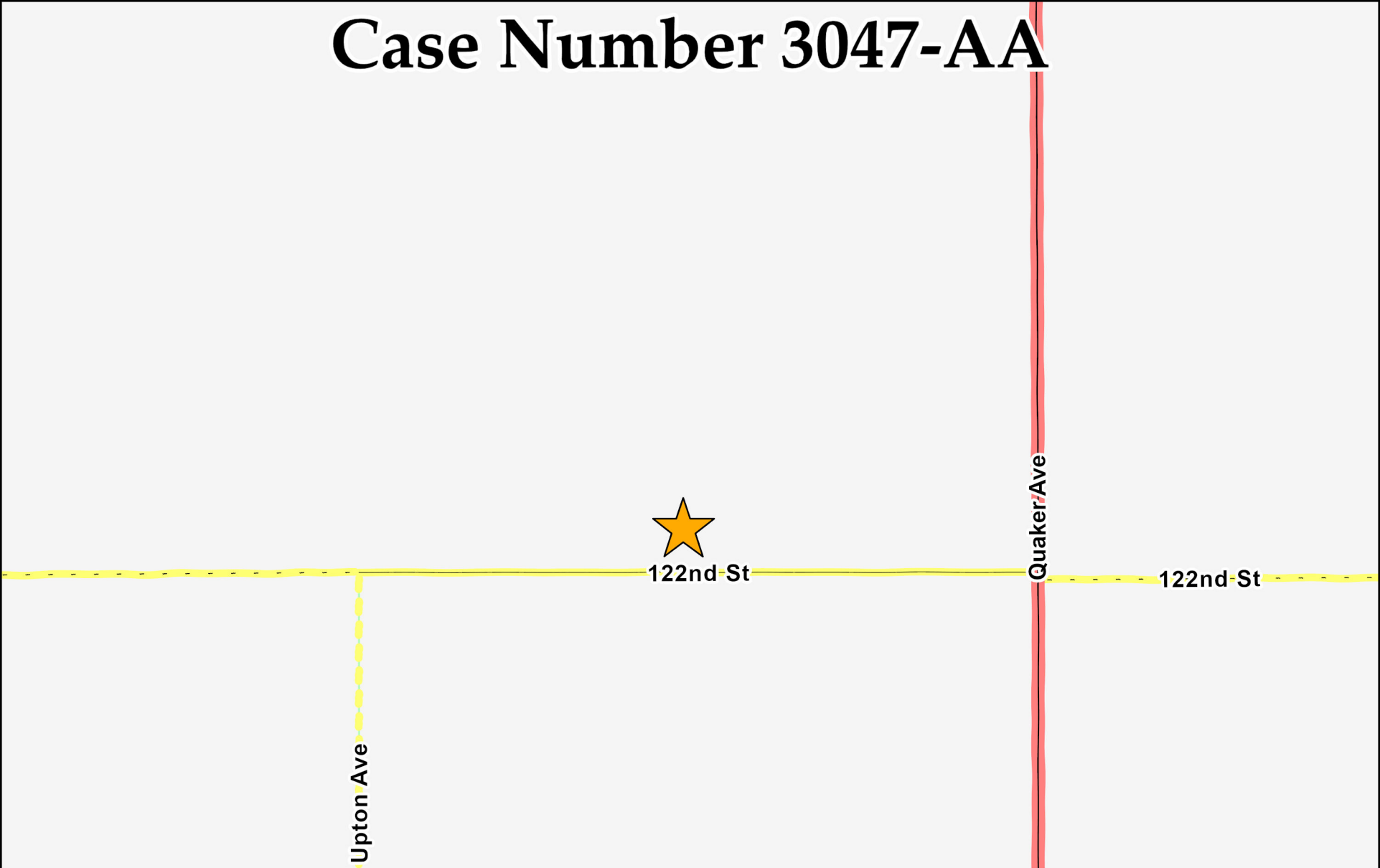
**JAMES MCKINZIE** 4601 122<sup>nd</sup> Street stated that he is directly south of the properties and it appears R-1A would allow a more dense area of residences and more people. Mr. Dulin explained that the existing zoning is for Vintage Township which is more dense than R-1A.

No one spoke in favor of the request.

Zone Case 3047-AA

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

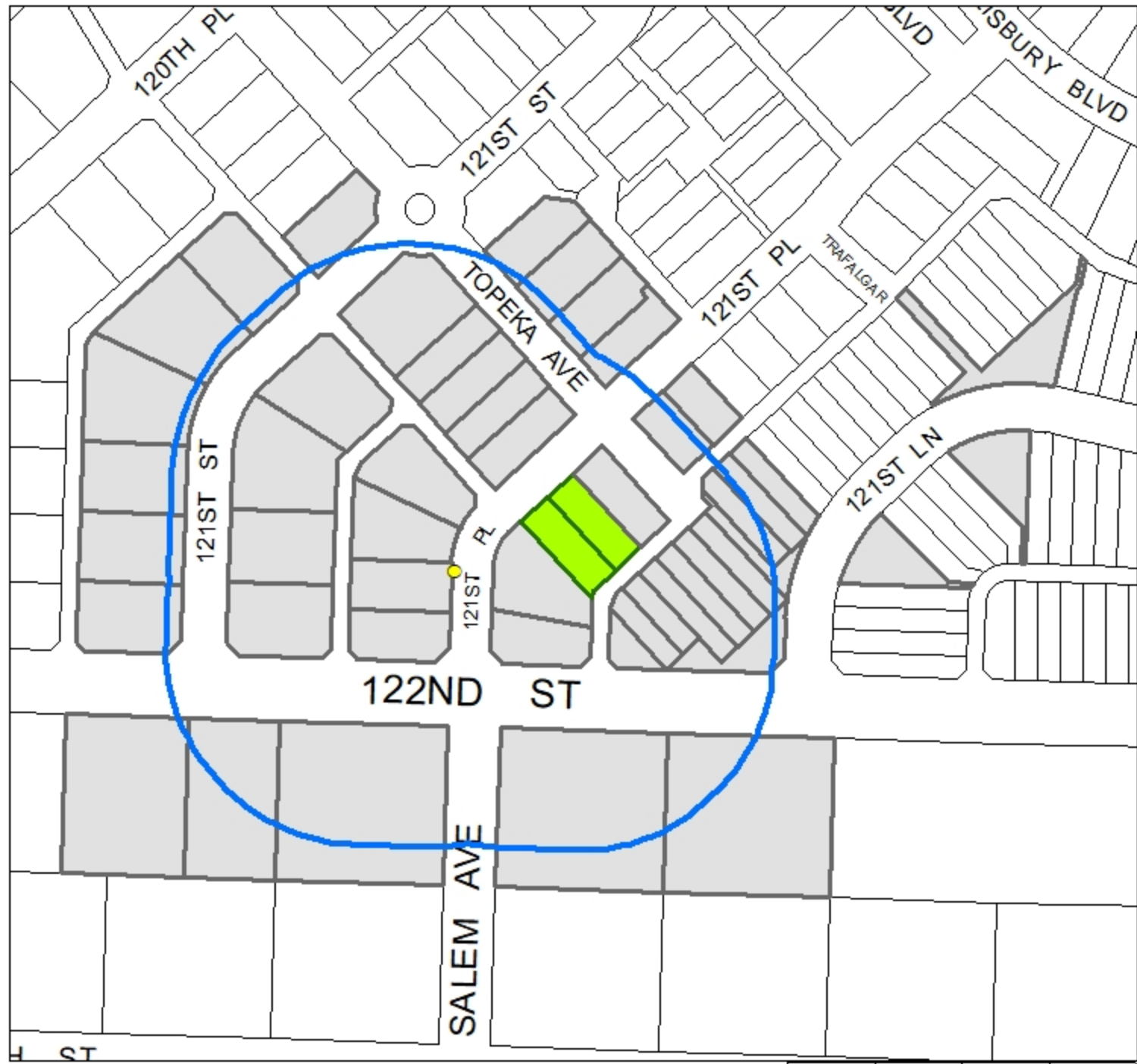


# PZC Mailout Notifications Received



## Legend

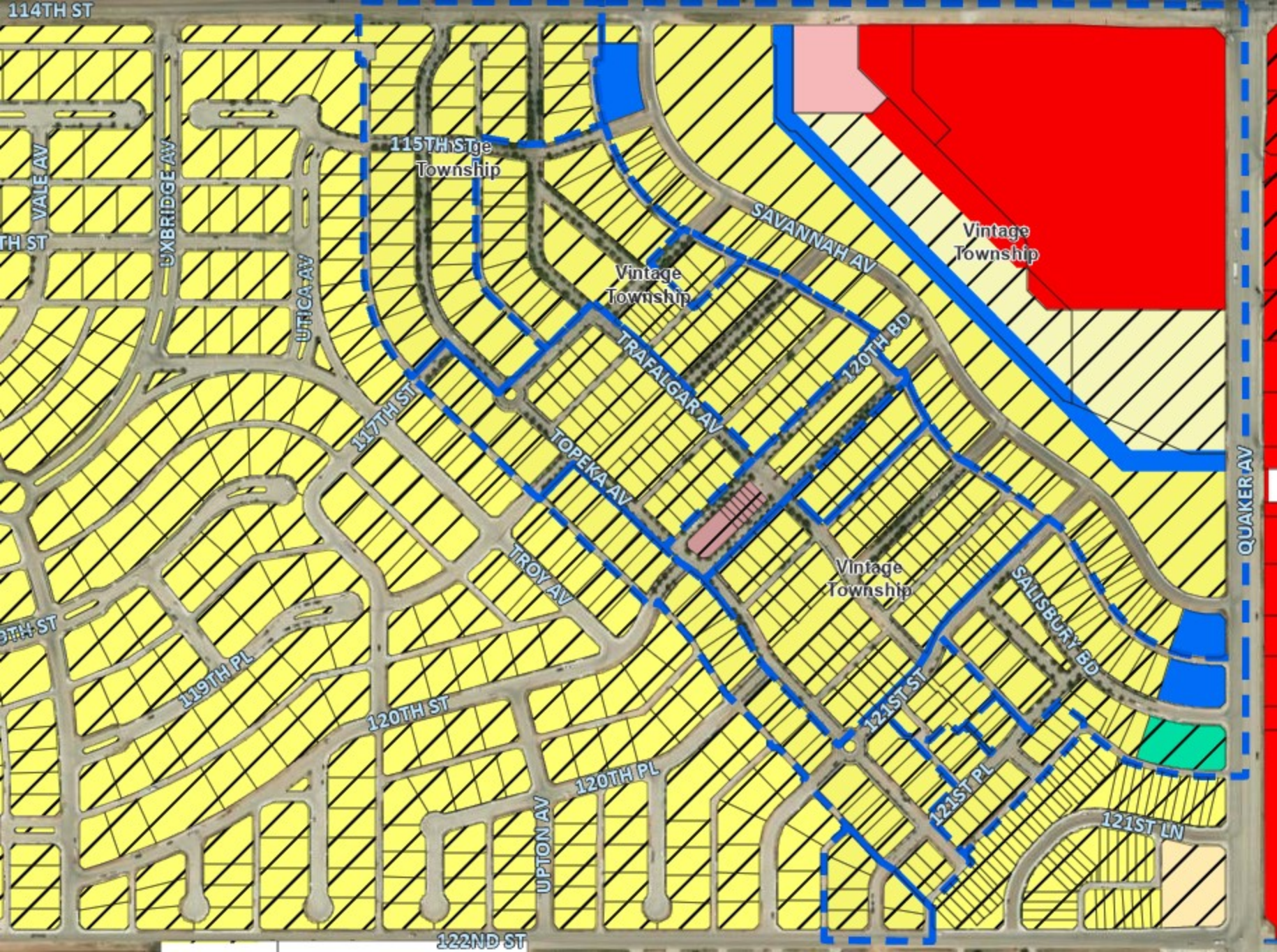
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-  MailoutBuffer3047\_AA
-  <all other values>
- Notification Result**
-  In Favor
-  No Feedback
-  Opposed



Created by Planning Department  
Date: 7/2/2021

0 100 200 400 Feet





114TH ST

VALE AV

EXBRIDGE AV

UTICA AV

115TH STge  
Township

Vintage  
Township

Vintage  
Township

SAVANNAH AV

117TH ST

TRAFALGAR AV

120TH BD

TOPEKA AV

Vintage  
Township

SALISBURY BD

QUAKER AV

119TH ST

119TH PL

TROY AV

120TH ST

121ST ST

120TH PL

121ST PL

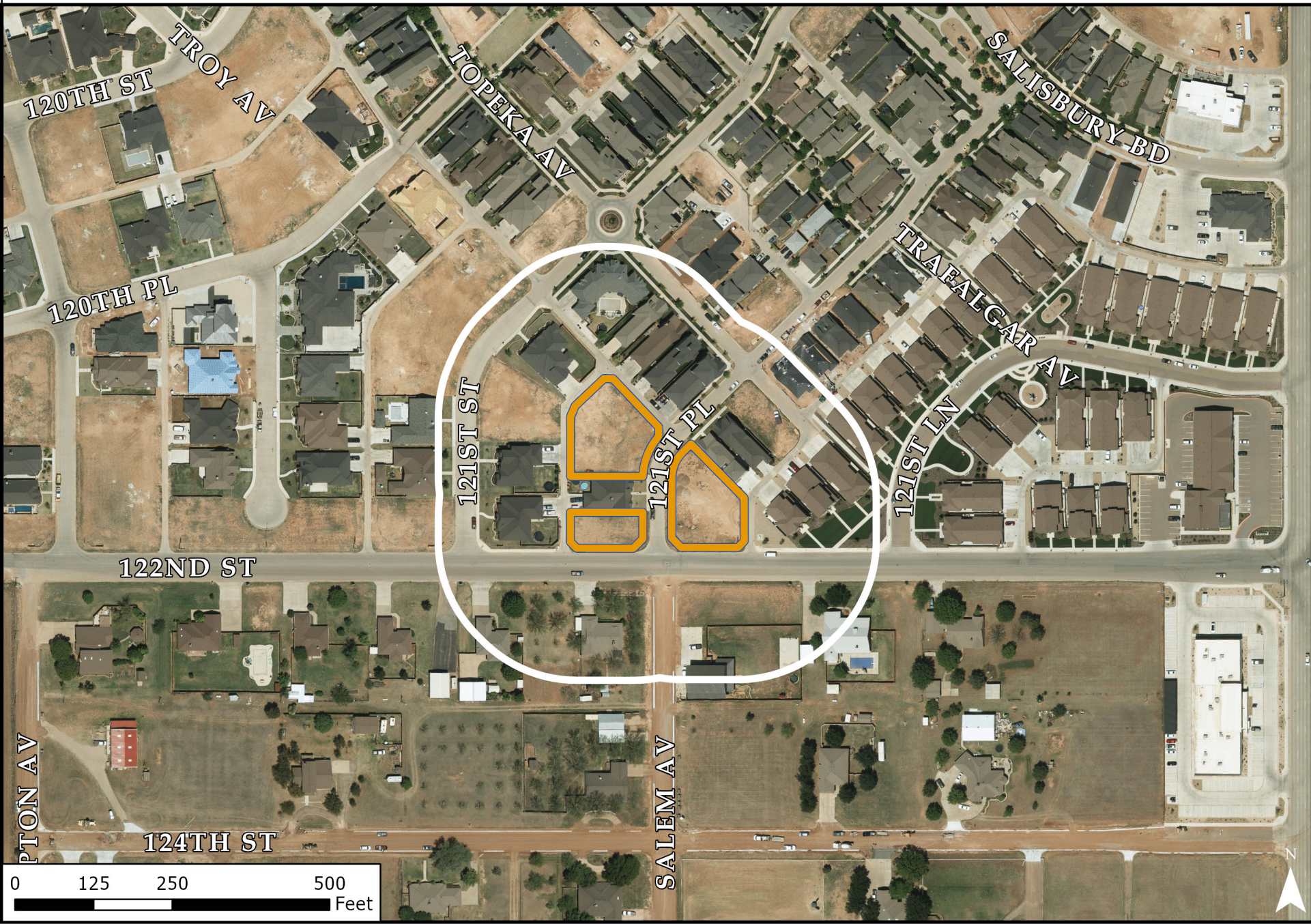
121ST LN

122ND ST

UPTON AV



# Case Number 3047-AA

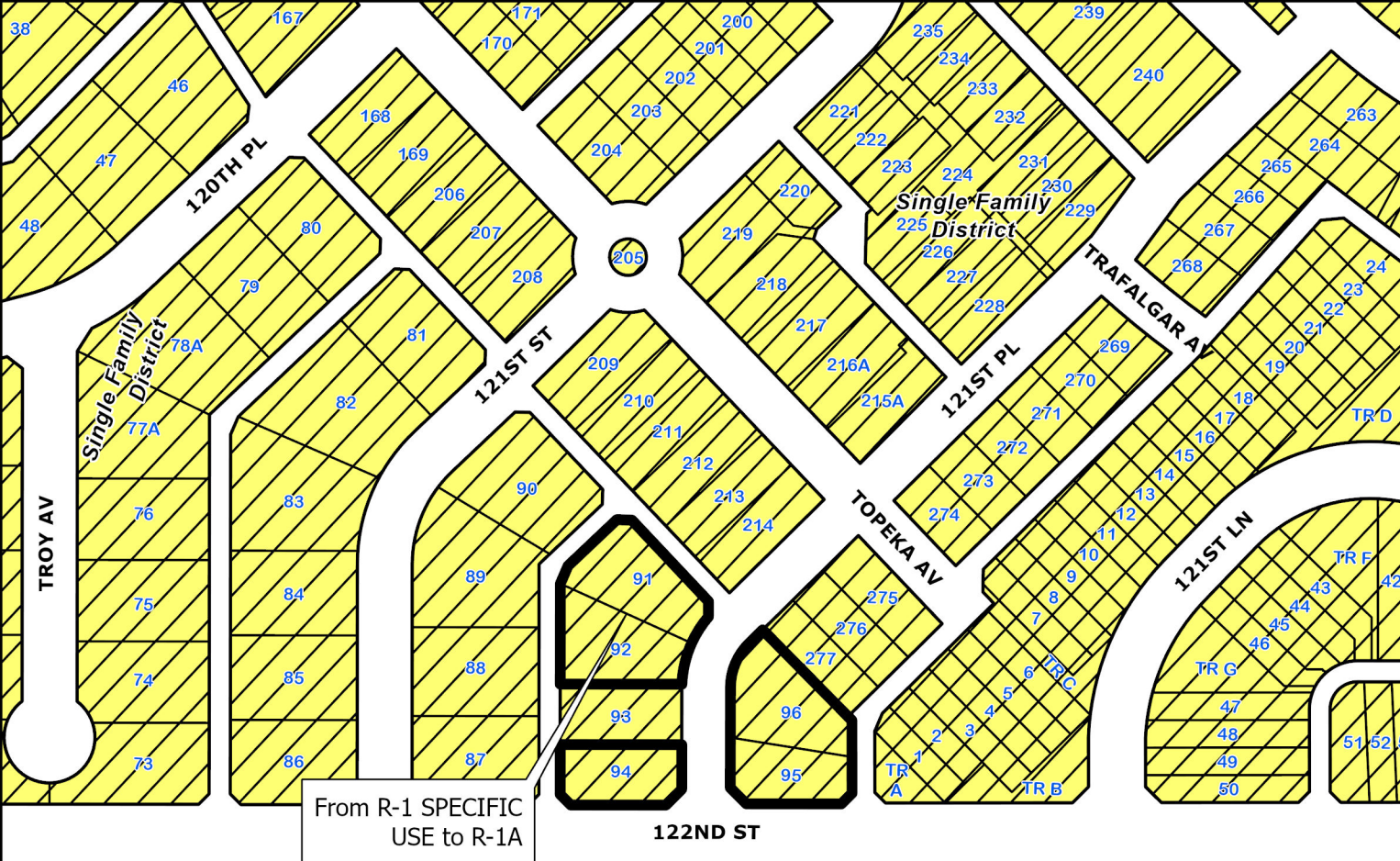




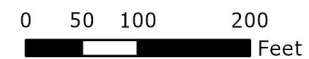
# Current Zoning 3047-AA

## Zoning Districts

-  Single Family Specific Use
-  Transitional



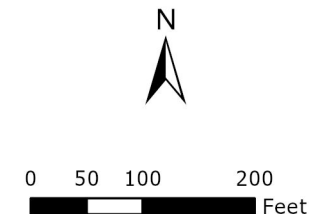
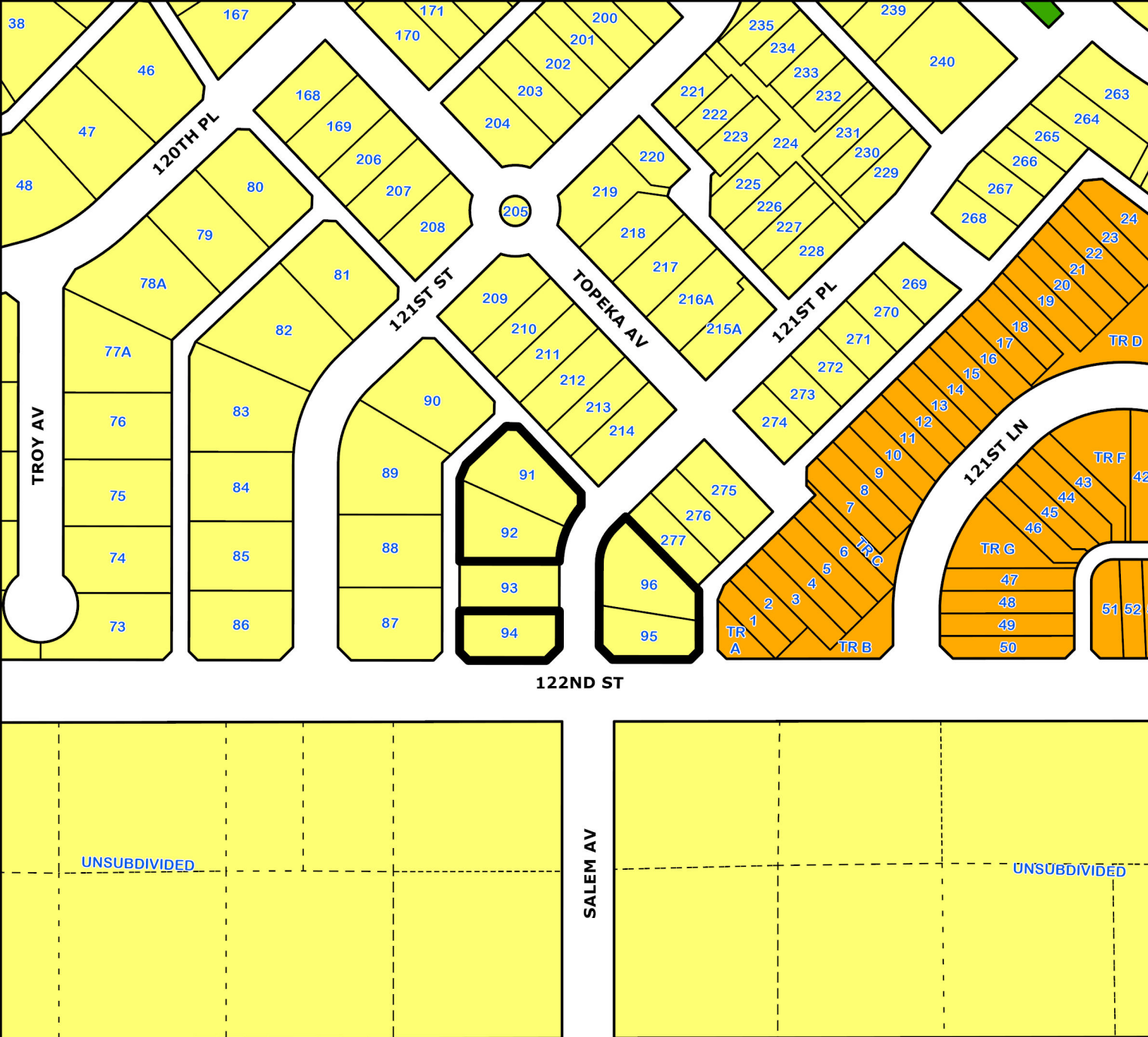
From R-1 SPECIFIC USE to R-1A



# 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





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: *Will Stephens*  
 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: *George McMahon*  
 Date: 06/08/2021 Printed Name: GEORGE MCMAHAN

**Preparer Information**

Preparer's Signature: *Will Stephens*  
 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: \_\_\_\_\_

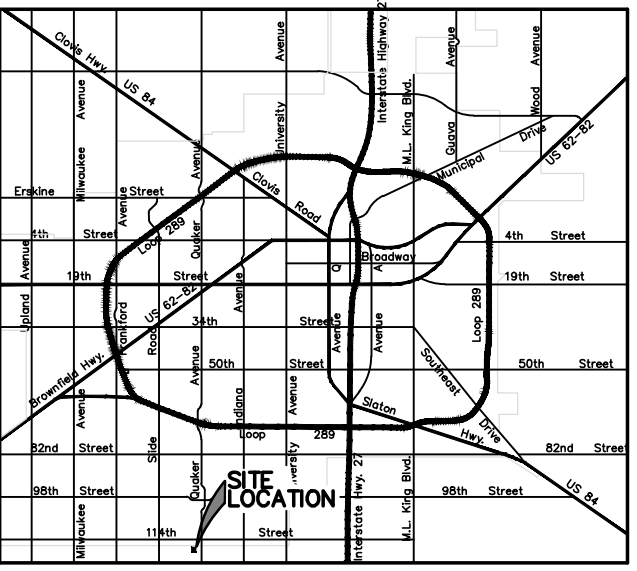
If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at [cityplanning@mylubbock.us](mailto:cityplanning@mylubbock.us).

### ZONE CHANGE APPLICATION EXHIBIT

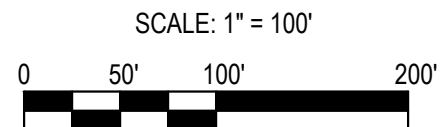
1.01 ACRES OF LAND, LOTS  
91-96, LOCATED IN THE  
ESTATES AT VINTAGE PLAT  
LUBBOCK COUNTY, TEXAS

**NOTES:**  
SCALE: 1" = 100'

- ZONING REQUEST R-1A FROM VINTAGE TOWNSHIP  
DESIGN DISTRICT



**VICINITY MAP**  
NOT TO SCALE



**CIVIL ENGINEERING  
LAND SURVEYING**

AMD Engineering, LLC                  Phone: 806-771-5976  
6515 68th Street, Suite 300          Fax: 806-771-7625  
Lubbock, TX 79424                     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.

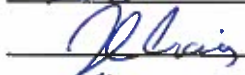
If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

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:   
Address: 4001-126<sup>TH</sup> STREET LUBBOCK, TX 79423  
Address of Property Owned: 471<sup>B</sup>-121 ST PLACE  
Phone Number: 806-789-3520  
Email: JLCRAIG@G6GREENSTREET.COM

Zone Case Number: **3047-AA**  
CRAIG, JOHN LAREN  
4001 126TH ST

R318396

Recipient 29 of 34

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 121<sup>st</sup> Place, Lubbock TX 79424  
Phone Number: 512-773-3475  
Email: jligon@austin.rr.com

Zone Case Number: **3047-AA** R318392  
WRIGHT MARY MELINDA TRUST  
% JULIE ANN WRIGHT LIGON TRUSTEE  
3005 CREEKS EDGE PKWY  
AUSTIN TX 78733

Recipient 24 of 34  
**RECEIVED**  
JUL 02 2021  
BY: \_\_\_\_\_





## Regular City Council Meeting

7. 11.

Meeting Date: 08/10/2021

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### Information

#### Agenda Item

**Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0091, 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.

#### Item Summary

On July 27, 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 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

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### Attachments

Ordinance 3436  
Staff Report 3436  
Documentation 3436

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

**AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 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

<b>Staff Report</b>	<b>Zone Case 3436</b>
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 4<sup>th</sup> Street and is located north of 4<sup>th</sup> 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 4<sup>th</sup> 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](mailto:jhawkins@mylubbock.us)

Kristen Sager  
Planning and Zoning Manager  
Planning Department  
806-775-2109  
[ksager@mylubbock.us](mailto:ksager@mylubbock.us)

# Case Information: Zone Case 3436



**Allowable Uses:** [General Retail District \(C-3\)](#)

**Transportation:** The proposed development has points of access from East 4<sup>th</sup> Street and Idalou Road.

Thoroughfare	Existing	Per Thoroughfare Development Plan
East 4 <sup>th</sup> Street <i>Partial Minor Arterial</i>	R.O.W. 80 feet, two-lane, undivided, paved	R.O.W. 80 feet, two-lane, undivided, paved
Idalou Road <i>Minor Arterial, Completed</i>	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.

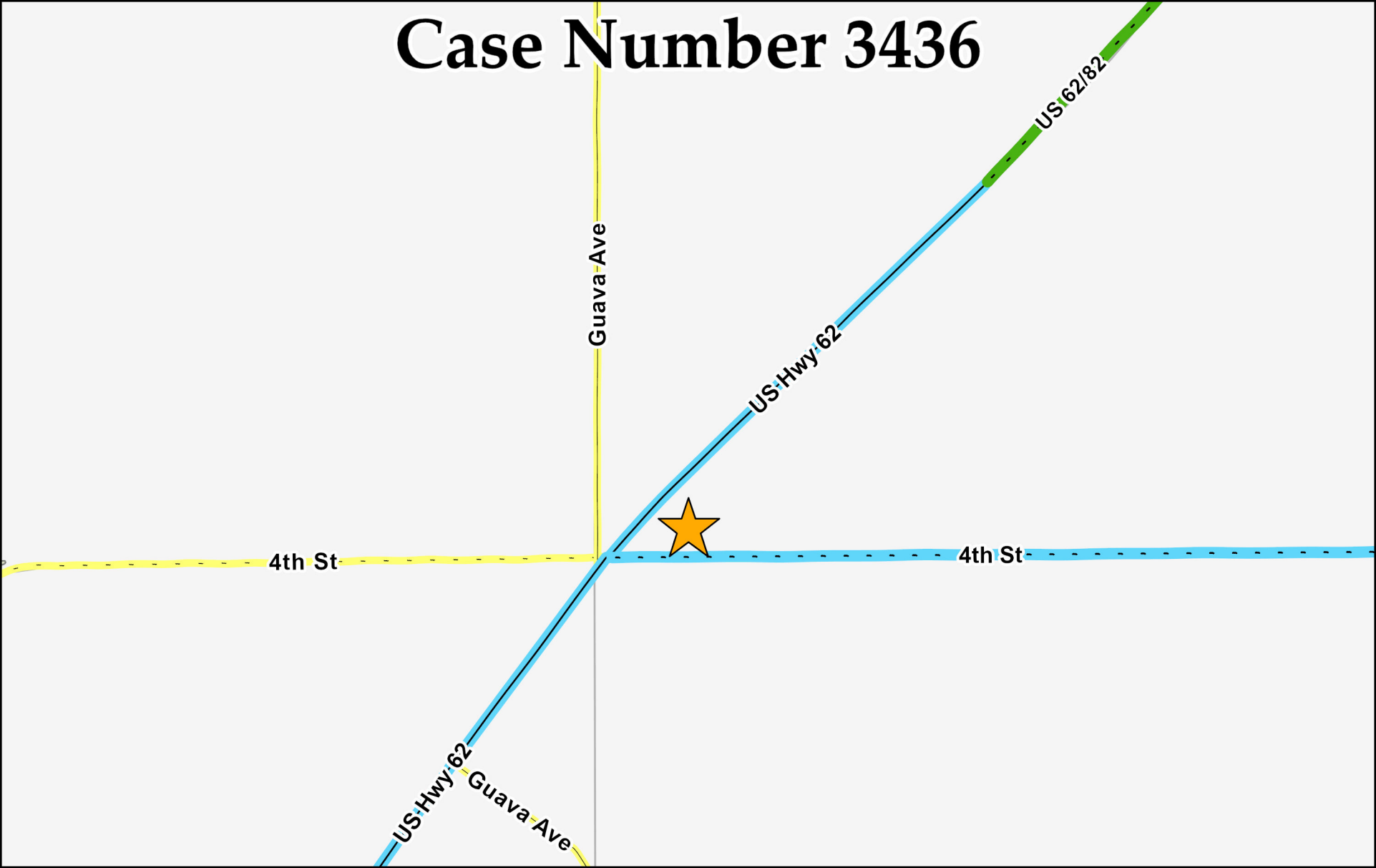
**PLANNER JACOB HAWKINS** stated there were ten (10) notifications sent out with no returns. Staff advised there is residential to the east and commercial to the west. The applicant is proposing to construct a small retail store on the subject property. Staff shared maps, photos, the staff report, and 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





# Case Number 3436



E 3RD ST

E 2ND PL

HAZELWOOD AV

E 3RD PL

ELDER AV

FIG AV

HOLLY AV

E 4TH ST

IDALOU RD

GUAVA AV

E 5TH ST

0 125 250 500 Feet

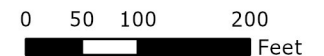
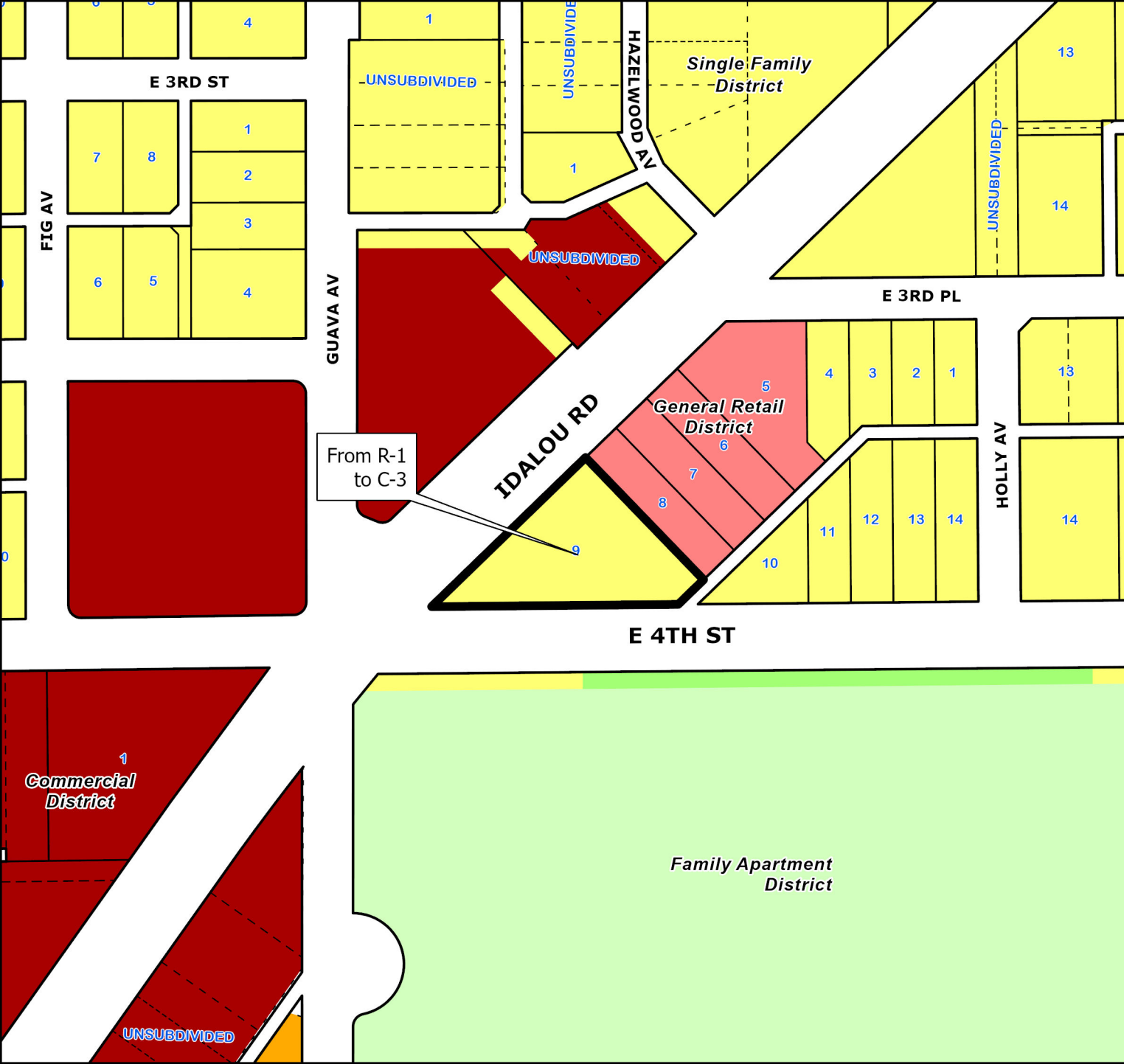




# Current Zoning 3436

## Zoning Districts

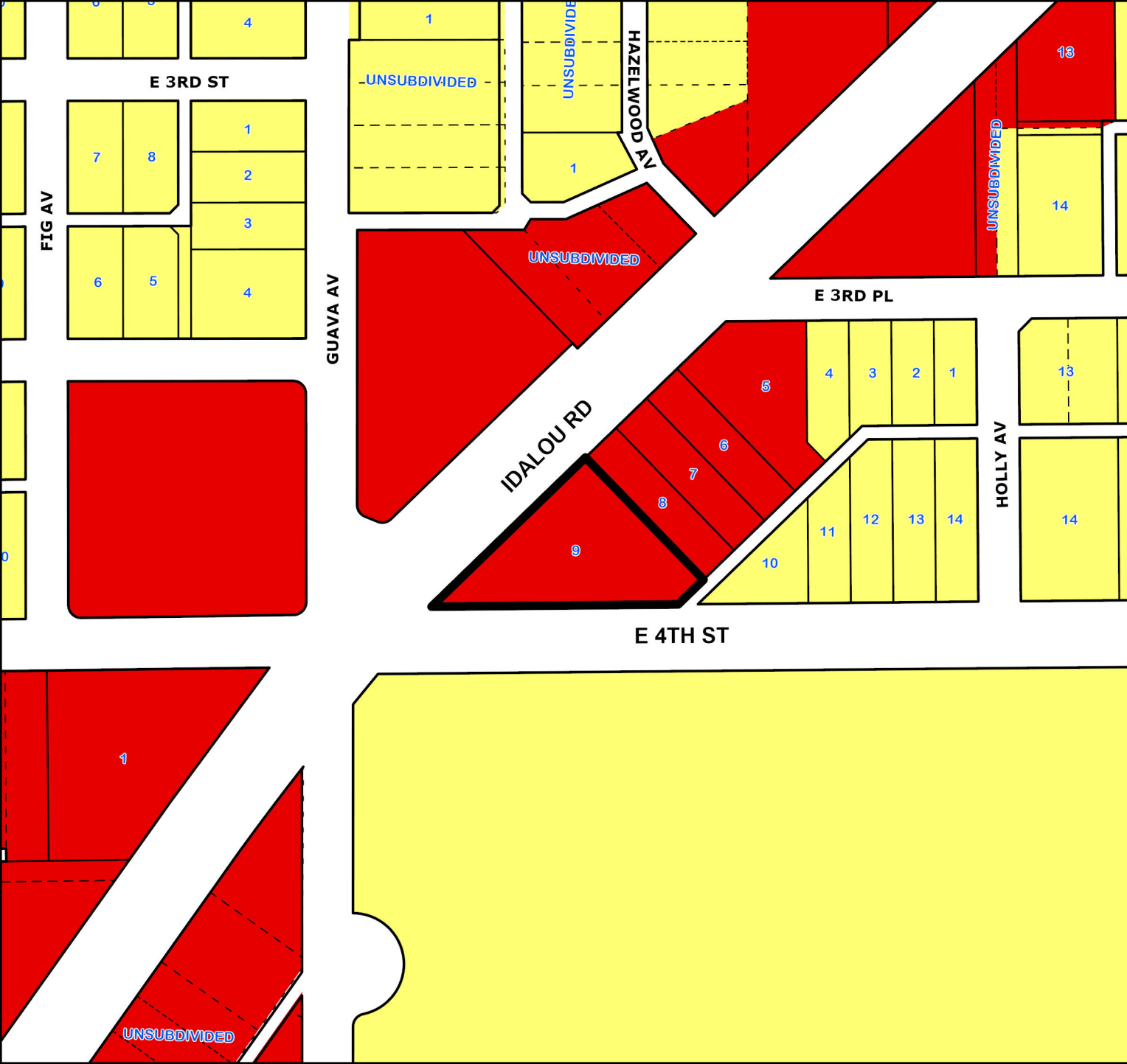
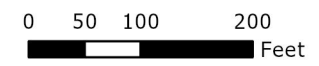
-  Family Apartment
-  High Density Apartment
-  General Retail
-  Commercial
-  Single Family
-  Two Family



# 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



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: *MD RAHMAN*  
 Date: 05/05/2021 Printed Name: MD RAHMAN

**Preparer Information**

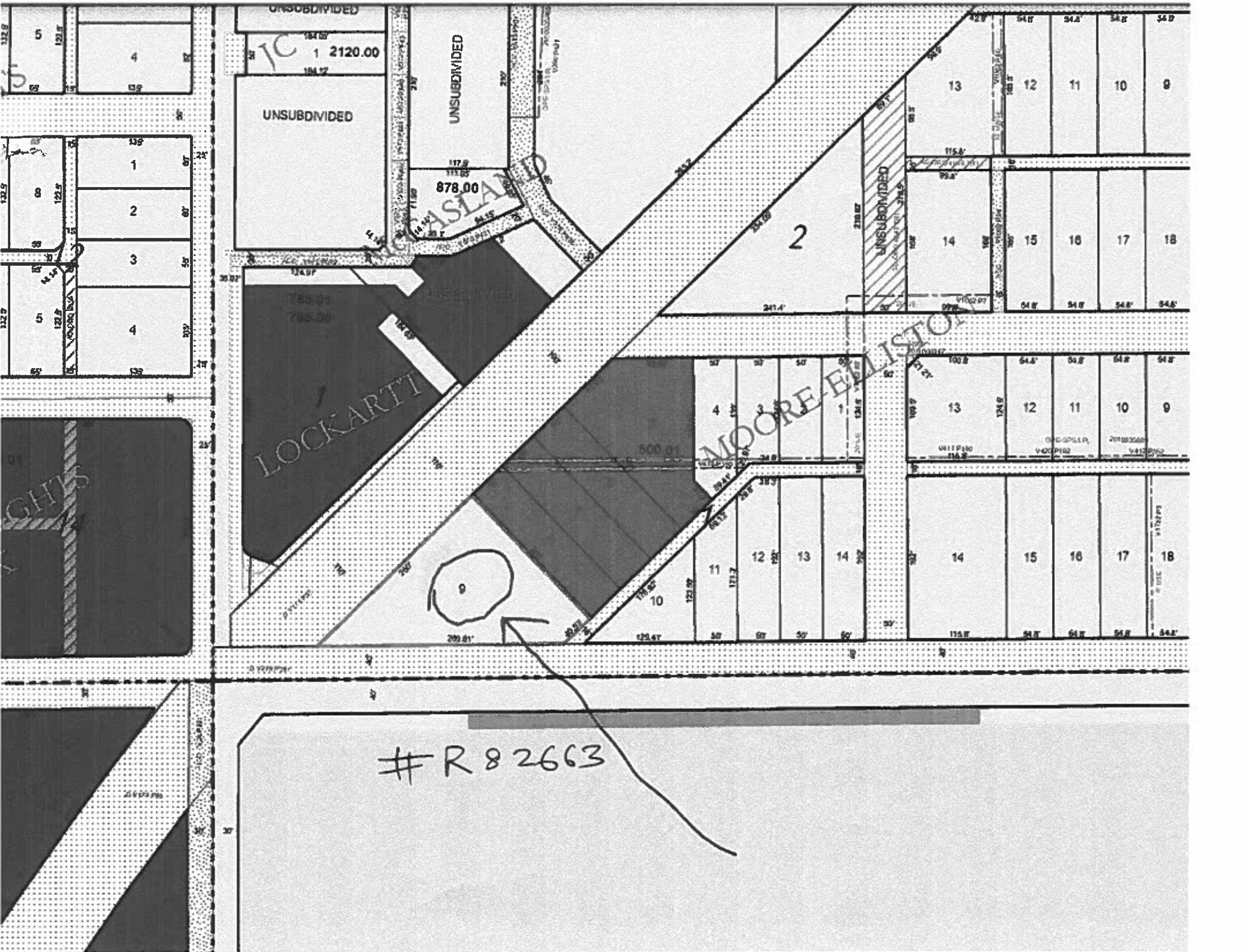
Preparer's Signature: \_\_\_\_\_  
 Date: 05/05/2021 Printed Name: MD RAHMAN

**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](mailto:cityplanning@mylubbock.us).





UNSUBDIVIDED

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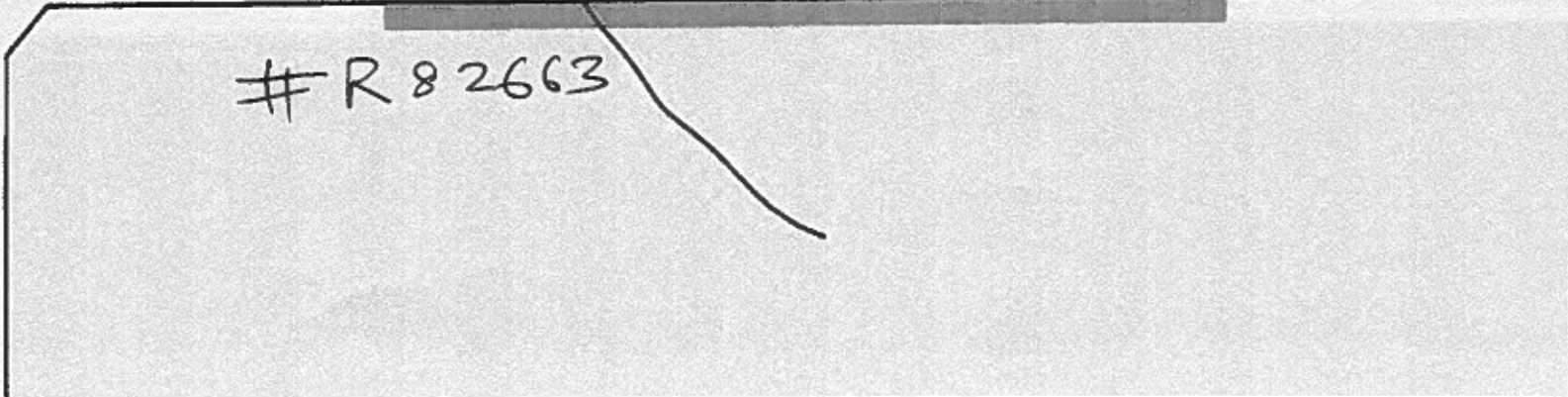
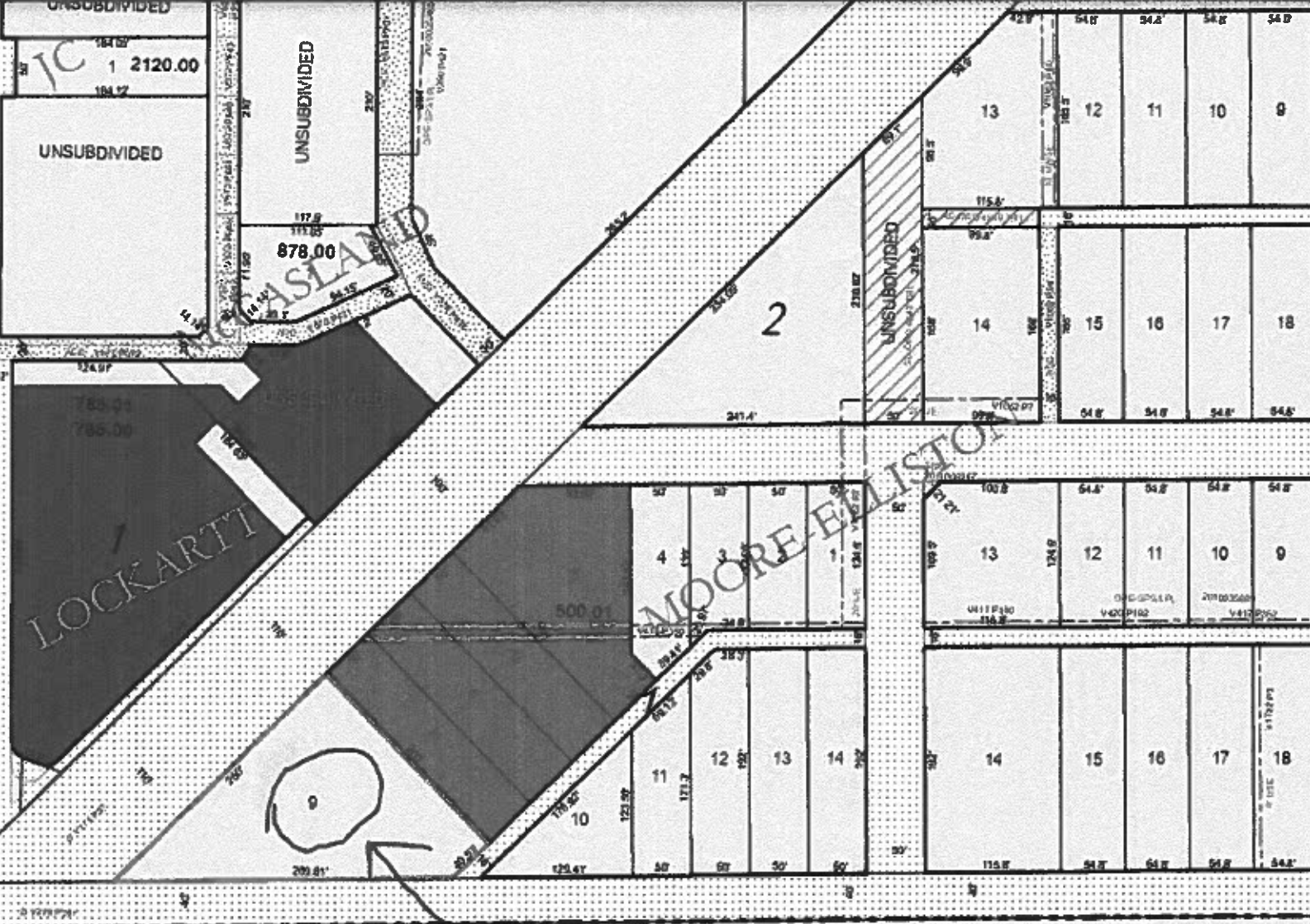
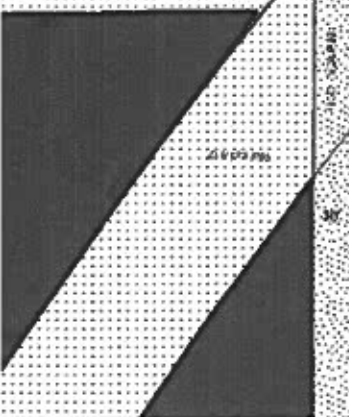
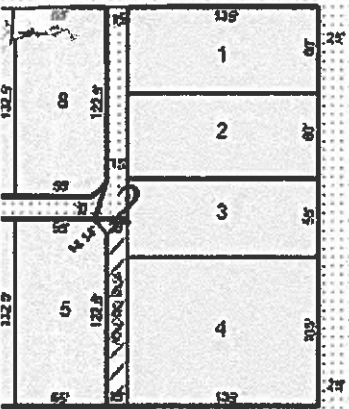
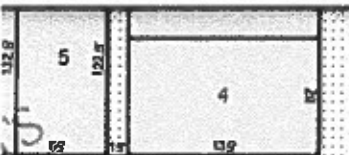
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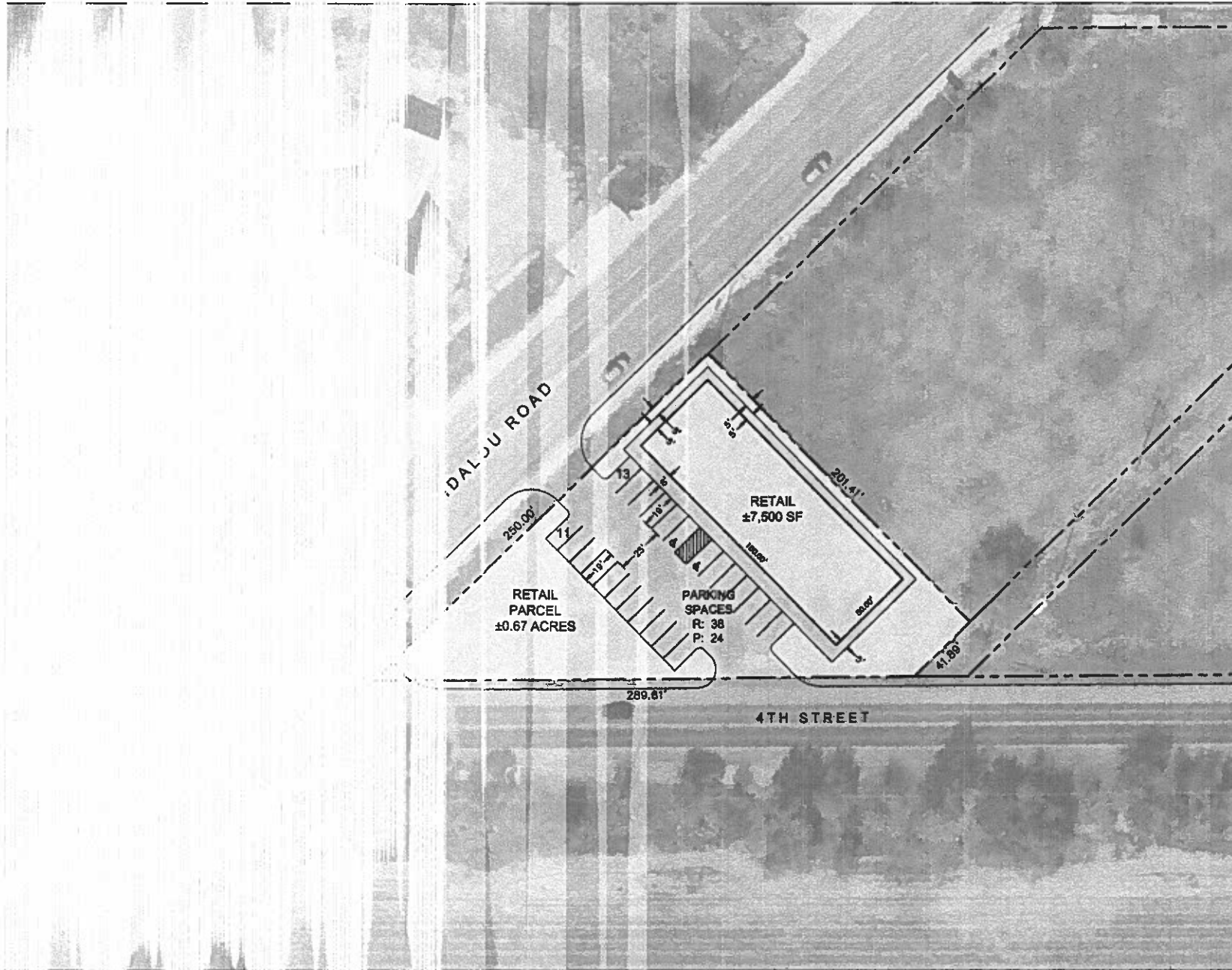
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878.00

500.01



# R82663



**Kirk Development Services**  
 388 Summit Court  
 Pahrump, Nevada 89049  
 (714) 488-4388  
 info@kirkdevelopment.com  
 www.kirkdevelopment.com

**PROJECT INFORMATION**

**SITE AREA**  
 RETAIL PARCEL ±0.67 ACRES

**BUILDING AREA**  
 RETAIL 7,500 SF

**PARKING SUMMARY**

USE	RATIO REQUIRED	SPACES REQ'D	SPACES PROVIDED
RETAIL	1/500 SF	38	34

**BUILDING COVERAGE RATIO**  
 TOTAL BUILDING AREA = 7,500 SF  
 TOTAL SITE AREA = 29,394.1 SF (±0.67 AC)  
 RATIO = 25.5%

**ZONING CLASSIFICATION**

JURISDICTION	CITY OF LUBBOCK
EXISTING ZONING	TB1
REQUIRED ZONING	TB1

- PROJECT NOTES**
1. THIS CONCEPTUAL SITE PLAN IS FOR PLANNING PURPOSES ONLY. SITE SPECIFIC INFORMATION SUCH AS EXISTING CONDITIONS, UTILITIES, FLOODING, LANDSCAPE REQUIREMENTS MUST BE VERIFIED.
  2. THIS SITE PLAN IS BASED ON AERIAL PHOTO DATA.
  3. ALL CURB CUTS AND TRAFFIC SIGNALS SHOULD BE SHOWN AND PROPOSED. MUST BE VERIFIED.

**DRAWING ISSUE/REVISION RECORD**

DATE	ISSUE	BY
4/28/21	SCHEME 1	JMB

**LUBBOCK TX**  
 (DALJU ROAD & 4TH STREET)



**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. 12.**

**Meeting Date:** 08/10/2021

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**Information**

**Agenda Item**

**Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0092, 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.

**Item Summary**

On July 27, 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 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

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**Attachments**

Ordinance 3438  
Staff Report 3438  
Documentation 3438

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

**AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 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

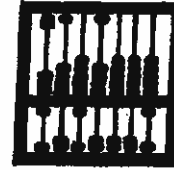
**APPROVED AS TO FORM:**



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) 745-7870

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



<b>Staff Report</b>	<b>Zone Case 3438</b>
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 114<sup>th</sup> 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](mailto:sspencer@mylubbock.us)

Kristen Sager  
Planning and Zoning Manager  
Planning Department  
806-775-2109  
[ksager@mylubbock.us](mailto: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 <i>Principal Arterial, Partial</i>	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.

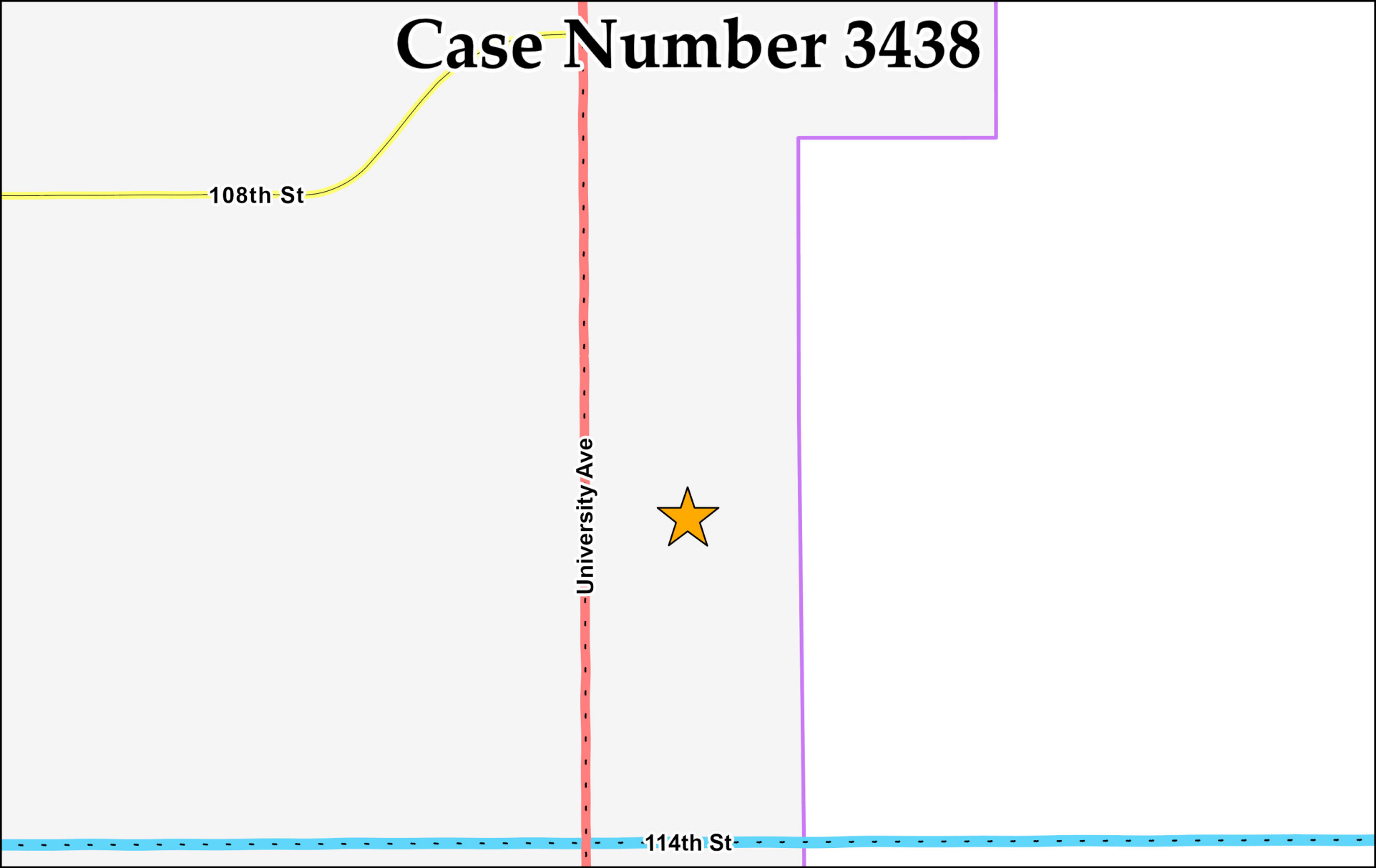
**APPLICANT JON CIESZINSKI** Abacus Engineering, 2737 81<sup>st</sup> Street, stated he is working for Tigris, who is purchasing the property.

**GUY POLLARD**, 10901 University Avenue, wanted to make sure the zoning will not go all the way to 114<sup>th</sup> Street. Staff clarified it does not.

**BRAD BRYAN** 2407 109<sup>th</sup> 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



# PZC Mailout Notifications Received



### Legend

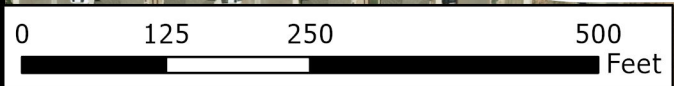
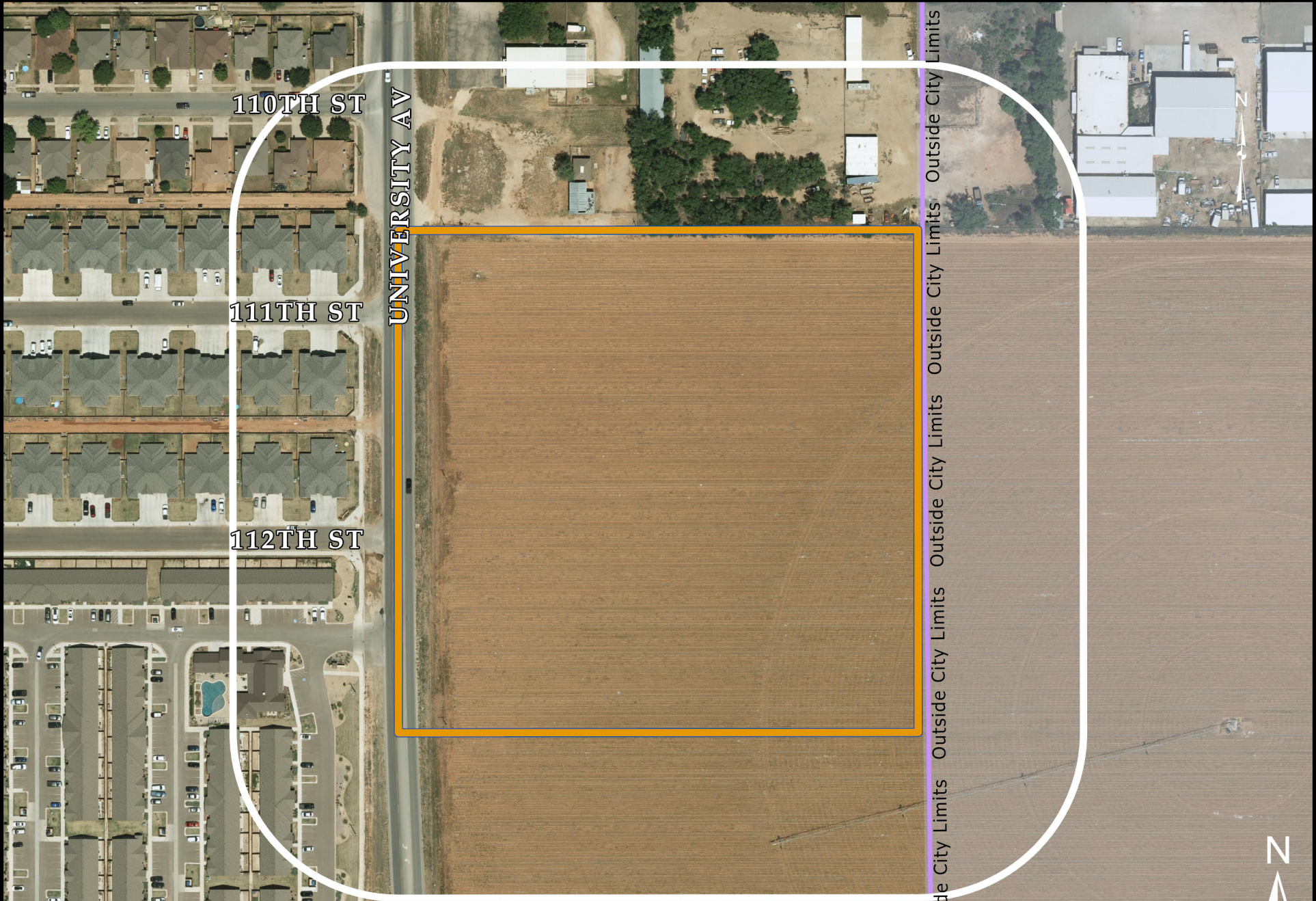
-  <all other values>
-  <all other values>
- Notification Result**
-  In Favor
-  No Feedback
-  Opposed

0 100 200 400 Feet

Created by Planning Department  
Date: 7/2/2021







# Case Number 3438

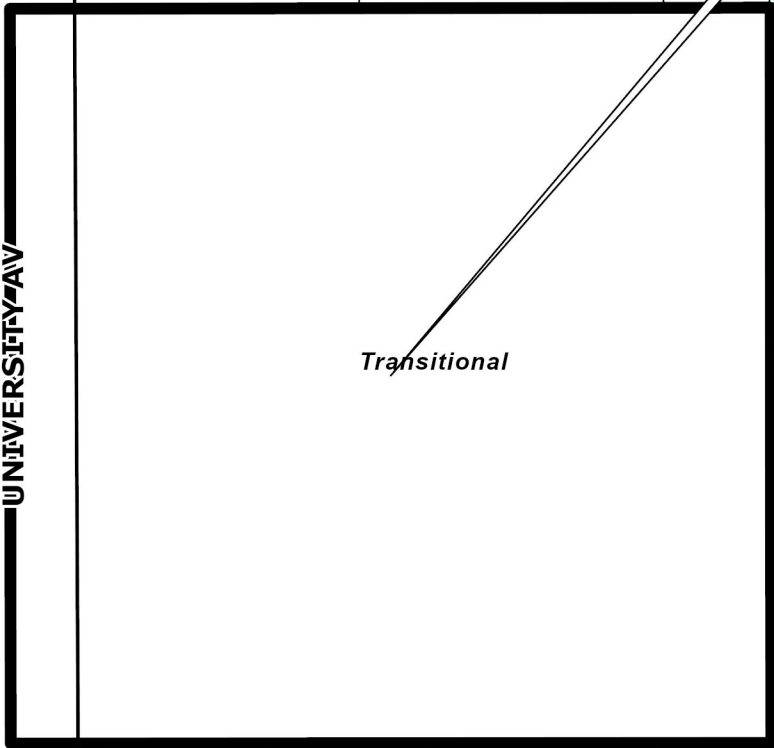
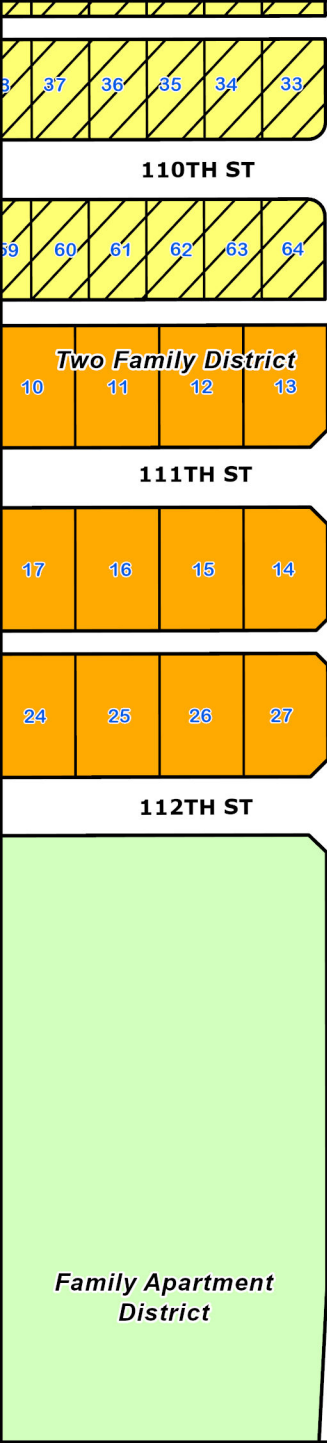
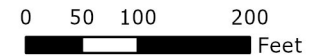




# Current Zoning 3438

## Zoning Districts

-  Family Apartment
-  Single Family Specific Use
-  Two Family
-  Transitional



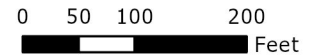
From T to A-2

*Transitional*

# 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





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](mailto: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 - 93<sup>rd</sup> Lubbock, Tx 79424  
Address of Property Owned: \_\_\_\_\_  
Phone Number: 806-794-5262  
Email: ramona.prater@aol.com

Zone Case Number: **3438** R85668  
PRATER RAMONA & EST OF CHARLES PRATER  
RAMONA PRATER IND EXECUTRIX  
4910 93RD STREET

Recipient 14 of 18

LUBBOCK TX 79424



## Regular City Council Meeting

7. 13.

Meeting Date: 08/10/2021

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### Information

#### Agenda Item

**Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0093, 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 July 27, 2021, the City Council approved the first reading of the ordinance.

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

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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.

**SECTION 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 granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
6. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
7. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
8. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the term and conditions of this Agreement.
9. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the Parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.
10. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written agreements between said Parties. This Agreement shall not be amended unless executed in writing by both Parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

IN WITNESS HEREOF, the Parties have executed this Agreement as of this 22nd day of June 2021.

CITY OF LUBBOCK:



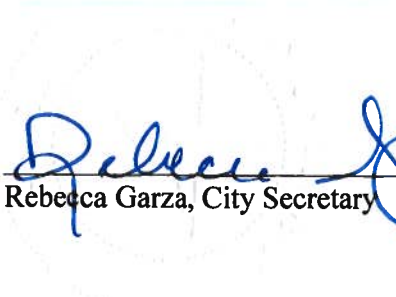
DANIEL M. POPE, Mayor

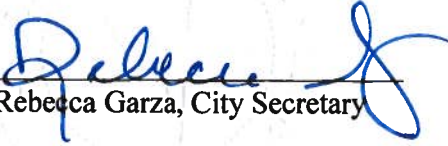
LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE:



Barry Orr, Chairman

ATTEST:




  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
Bryan Isham, Director of Planning

APPROVED AS TO FORM:

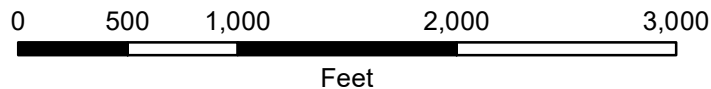
  
Amy L. Sims, Deputy City Attorney



# 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.



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 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 1/211 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 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 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 corner of said Section 6, being the Southwest corner of this tract;

THENCE N.  $01^{\circ}46'08''$  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.  $47^{\circ}11'23''$  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  $44^{\circ}08'41''$ , a chord bearing of S.  $69^{\circ}15'45''$  W. and a chord distance of 417.00 feet to a 112" iron rod found at a point of intersection;

THENCE N.  $88^{\circ}39'44''$  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.  $01^{\circ}46'08''$  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." 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.  $88^{\circ}15'01''$  E., 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 corner of said 1.4 acre tract and a corner of this tract;

THENCE N.  $01^{\circ}46'08''$  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 26 of the Real Property records of Lubbock County, Texas, at the Northeast corner of said 1.4 acre tract and the most Northerly Northwest corner of this tract;

THENCE S.  $88^{\circ}15'01''$  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 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 0, 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°45'149" 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°45'149" 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.



**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: [Signature]  
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 16<sup>th</sup> day of April, 2021.



Linda M. Davis  
Notary Public in and for Lubbock County,  
Texas.





252.5 acres

154.8 acres

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 AND CONDITIONS DESCRIBED BY A 252.47 acre tract in Block O being the same as described under Case No. 24874 in Vol. 20 of the Official Public Records of Lubbock County, Texas, issued by the North (E.L. & R.R.) Railroad Co. Survey, Lubbock County, Texas, and being subject thereto as follows:

**SECTION 6, BLOCK O** in Section 4, Block A, in the Town of Liberty, Northeast corner of the Block O, Block O, E. L. & R. R. Railroad Co. Survey, Lubbock County, Texas, and being subject thereto as follows:

**SECTION 6, BLOCK O** is a 252.47 acre tract in the North Half of Section 6, Block O, in the Town of Liberty, Northeast corner of the Block O, Block O, E. L. & R. R. Railroad Co. Survey, Lubbock County, Texas, and being subject thereto as follows:

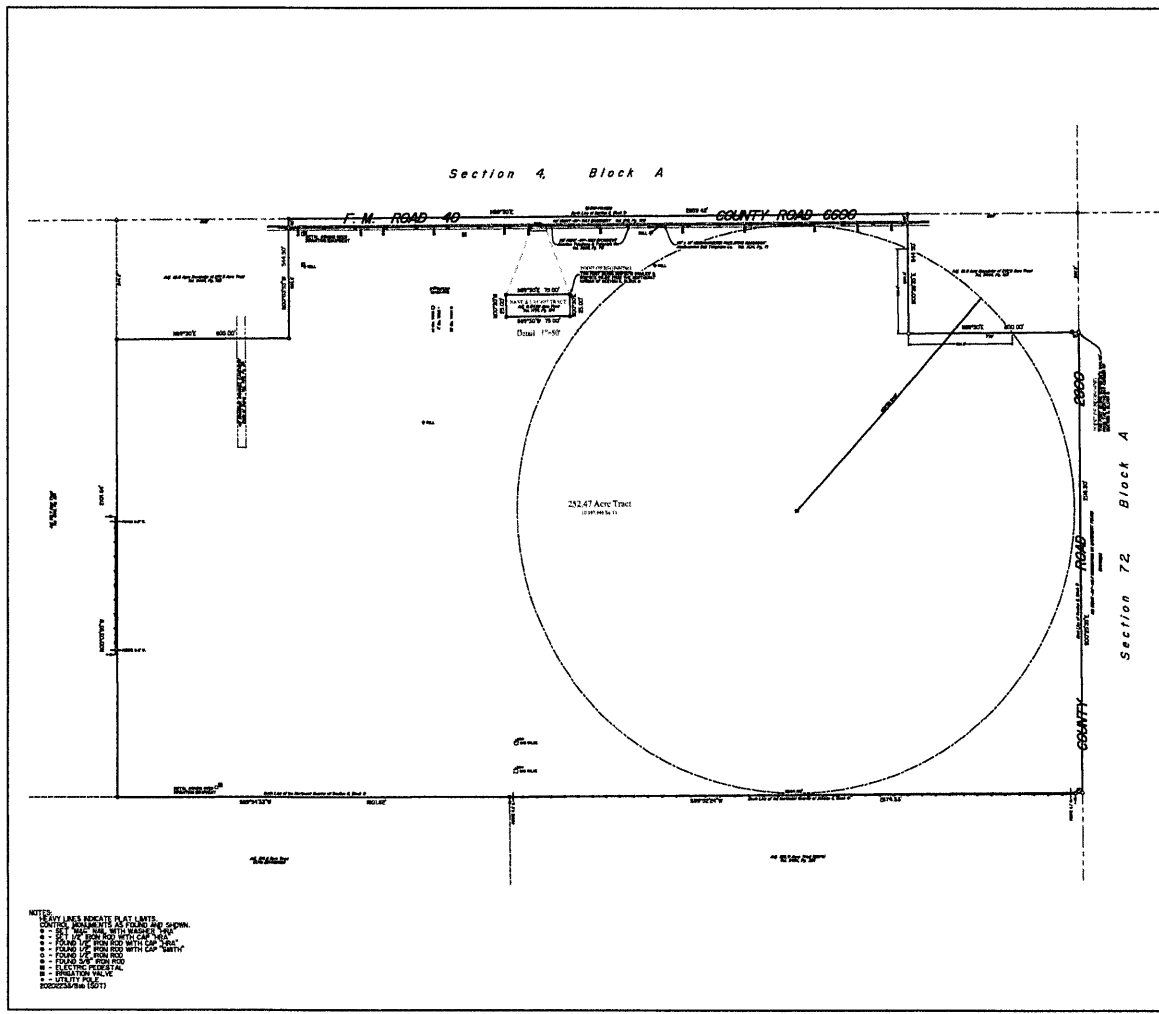
**SECTION 6, BLOCK O** is a 252.47 acre tract in the North Half of Section 6, Block O, in the Town of Liberty, Northeast corner of the Block O, Block O, E. L. & R. R. Railroad Co. Survey, Lubbock County, Texas, and being subject thereto as follows:

**SECTION 6, BLOCK O** is a 252.47 acre tract in the North Half of Section 6, Block O, in the Town of Liberty, Northeast corner of the Block O, Block O, E. L. & R. R. Railroad Co. Survey, Lubbock County, Texas, and being subject thereto as follows:

**SECTION 6, BLOCK O** is a 252.47 acre tract in the North Half of Section 6, Block O, in the Town of Liberty, Northeast corner of the Block O, Block O, E. L. & R. R. Railroad Co. Survey, Lubbock County, Texas, and being subject thereto as follows:

**SECTION 6, BLOCK O** is a 252.47 acre tract in the North Half of Section 6, Block O, in the Town of Liberty, Northeast corner of the Block O, Block O, E. L. & R. R. Railroad Co. Survey, Lubbock County, Texas, and being subject thereto as follows:

Section 4, Block A



Section 72, Block A

- NOTES AND CONDITIONS DESCRIBED BY A 252.47 acre tract in Block O being the same as described under Case No. 24874 in Vol. 20 of the Official Public Records of Lubbock County, Texas, issued by the North (E.L. & R.R.) Railroad Co. Survey, Lubbock County, Texas, and being subject thereto as follows:

**MANAGEMENT PLAN**

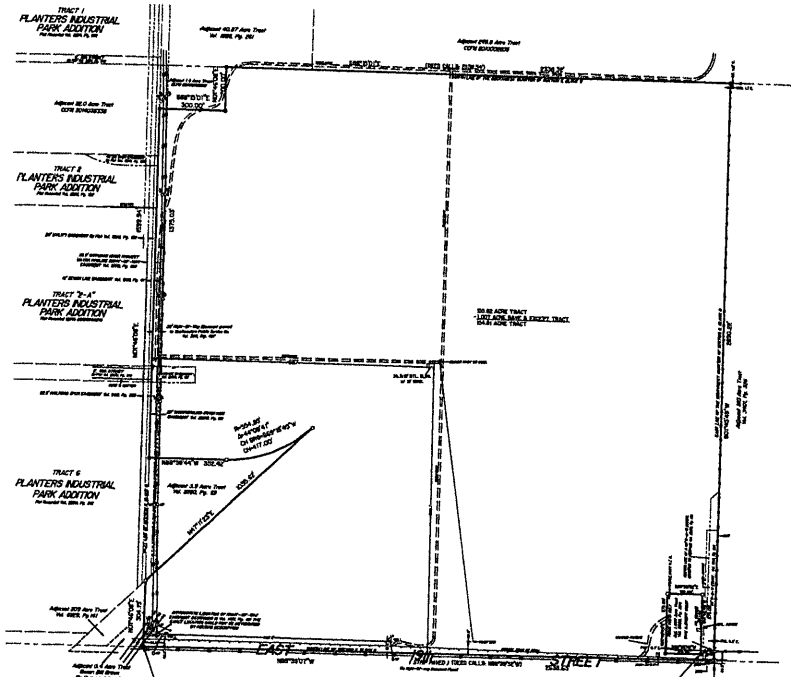
**CERTIFICATION**

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 has or has not a specific local government was made based on the survey.

December 9, 2020

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

**PERIMETER AND IMPROVEMENT SURVEY OF A  
154.81 ACRE TRACT LOCATED IN THE SOUTHWEST QUARTER OF  
SECTION 6, BLOCK O  
LUBBOCK COUNTY, TEXAS**



- NOTES:**
- 1. PERIMETER MONUMENTS AS SHOWN.
  - 2. FENCE AS SHOWN.
  - 3. FLOOD LIGHT MONUMENT WITH CAP MARKED "ALCO REED & ASSOC."
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  - 50. FLOOD LIGHT MONUMENT WITH CAP MARKED "ALCO REED & ASSOC."

NOTES AND REFERENCES: This 154.81-acre tract is located in the Southwest Quarter of Section 6, Block O, Lubbock County, Texas, being the same tract as described in County Clerk's File No. 201002123 of the Official Public Records of Lubbock County, Texas, being further described as follows:

**BEGINNING** at a "cross hole" and with southeast corner of "High Road 8, Adams" found at the Northwest corner of said Section 6, being the Section corner of this tract.

**THENCE** N. 01°46'00" W., along the West line of said Section 6, a distance of 316.58 feet to a 1/2" iron rod found at the Southwest corner of 1/4 Section 6, being the Northwest corner of the Southwest Quarter of Section 6, Block O, Lubbock County, Texas, and the corner of this tract.

**THENCE** N. 01°46'00" W., along the South line of said 1/4 Section 6, a distance of 158.29 feet to a 1/2" iron rod found at the Northwest corner of said 1/4 Section 6.

**THENCE** S. 78°55'00" W., along the West line of said 1/4 Section 6, a distance of 316.58 feet to a 1/2" iron rod found at the Northwest corner of said 1/4 Section 6.

**THENCE** S. 01°46'00" W., along the East line of said 1/4 Section 6, a distance of 158.29 feet to a 1/2" iron rod found at the Northwest corner of said 1/4 Section 6.

**THENCE** N. 01°46'00" W., along the West line of said 1/4 Section 6, a distance of 316.58 feet to a 1/2" iron rod found at the Northwest corner of said 1/4 Section 6.

**THENCE** S. 78°55'00" W., along the East line of said 1/4 Section 6, a distance of 158.29 feet to a 1/2" iron rod found at the Northwest corner of said 1/4 Section 6.

**THENCE** N. 01°46'00" W., along the West line of said 1/4 Section 6, a distance of 316.58 feet to a 1/2" iron rod found at the Northwest corner of said 1/4 Section 6.

**THENCE** S. 78°55'00" W., along the East line of said 1/4 Section 6, a distance of 158.29 feet to a 1/2" iron rod found at the Northwest corner of said 1/4 Section 6.

**THENCE** N. 01°46'00" W., along the West line of said 1/4 Section 6, a distance of 316.58 feet to a 1/2" iron rod found at the Northwest corner of said 1/4 Section 6.

**THENCE** S. 78°55'00" W., along the East line of said 1/4 Section 6, a distance of 158.29 feet to a 1/2" iron rod found at the Northwest corner of said 1/4 Section 6.

**THENCE** N. 01°46'00" W., along the West line of said 1/4 Section 6, a distance of 316.58 feet to a 1/2" iron rod found at the Northwest corner of said 1/4 Section 6.

**THENCE** S. 78°55'00" W., along the East line of said 1/4 Section 6, a distance of 158.29 feet to a 1/2" iron rod found at the Northwest corner of said 1/4 Section 6.

**THENCE** N. 01°46'00" W., along the West line of said 1/4 Section 6, a distance of 316.58 feet to a 1/2" iron rod found at the Northwest corner of said 1/4 Section 6.

**THENCE** S. 78°55'00" W., along the East line of said 1/4 Section 6, a distance of 158.29 feet to a 1/2" iron rod found at the Northwest corner of said 1/4 Section 6.

**THENCE** N. 01°46'00" W., along the West line of said 1/4 Section 6, a distance of 316.58 feet to a 1/2" iron rod found at the Northwest corner of said 1/4 Section 6.

**THENCE** S. 78°55'00" W., along the East line of said 1/4 Section 6, a distance of 158.29 feet to a 1/2" iron rod found at the Northwest corner of said 1/4 Section 6.

**THENCE** N. 01°46'00" W., along the West line of said 1/4 Section 6, a distance of 316.58 feet to a 1/2" iron rod found at the Northwest corner of said 1/4 Section 6.

**THENCE** S. 78°55'00" W., along the East line of said 1/4 Section 6, a distance of 158.29 feet to a 1/2" iron rod found at the Northwest corner of said 1/4 Section 6.

CLERK'S RETURN OF DEED TO CLERK  
FOR 415233644 ONLY

I, [Signature] Texas Registered Professional Land Surveyor No. 5410, do hereby certify that this survey was made in the field, and determined to be correct by the method of the State Survey Law, Chapter 167, Texas Education Code, Article 603, Section 1, as amended, effective September 13, 1980.

**[Signature]**  
BOB CARROLL  
Registered Professional Land Surveyor  
No. 5410 State of Texas

**[Seal]**

**NOTES:**

The survey is shown on County Clerk's File No. 201002123 of the Official Public Records of Lubbock County, Texas, as further described as follows:

This survey was prepared by:

**Alco Reed and Associates, Inc.**  
15401 East Loop East, Suite 150, Houston, Texas 77040  
Tel: 713/961-1111

A plat of this survey is filed in Volume 41523364 of the Official Public Records of Lubbock County, Texas, as further described as follows:

**Alco Reed and Associates, Inc.**  
15401 East Loop East, Suite 150, Houston, Texas 77040  
Tel: 713/961-1111







**WARRANTY DEED**  
(STC-jh/GF#41002)

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**Date:** December 28, 2020

**Grantor:** WILLIAM H. CARLTON, JR., a married person, but not herein joined by my spouse for the reason that the Property is not now, nor has it ever constituted any part of our homestead

**Grantee:** LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE

**Grantee's Mailing Address:** 1500 Broadway, Sixth Floor, Lubbock, Lubbock County, Texas 79401

**Consideration:**

\$10.00 and other good and valuable consideration, to Grantor paid by Grantee, the receipt and sufficiency of all of which is hereby acknowledged and confessed.

**Property (including any improvements):**

METES AND BOUNDS DESCRIPTION of a 252.47 acre tract of land, being that same tract described under County Clerk File No. 2010002205 of the Official Public Records of Lubbock County, Texas, located in the North Half of Section 6, Block O, E. L. & R. R. Railroad Co. Survey, Lubbock County, Texas, and being further described as follows:

BEGINNING at a 1/2" iron rod found in the East line of said Section 6, at the most Easterly Northeast corner of this tract, which bears S. 00°25'35" E. a distance of 544.50 feet from a 3/8" iron rod found at the Northeast corner of Section 6, Block O, E. L. & R. R. Railroad Co. Survey, Lubbock County, Texas;

THENCE S. 00°25'35" E., along the East line of said Section 6, a distance of 2116.30 feet to a 1/2" iron rod found at the Northeast corner of a 160.0 acre tract (Southeast Quarter of said Section 6) described in Volume 3401, Page 326 of the Real Property Records of Lubbock County, Texas, and the Southeast corner of this tract, same being the Southeast corner of the Northeast Quarter of said Section 6;

THENCE S. 89°32'24" W., along Northern boundary of said 160.0 acre tract and the South line of the Northeast Quarter of said Section 6, at 30.00 feet pass a 1/2" iron rod with cap marked "HRA" set in reference, continuing for a total distance of 2674.53 feet to a 1/2" iron rod with cap marked "Smith" found at the Northwest corner of said 160.0 acre tract, the Southwest corner of Northeast Quarter of said Section 6, the Northeast corner of Southwest Quarter of said Section 6, and the Northeast corner of a 154.8 Acre Tract described under County Clerk File No. 2011021320 of the Official Public Records of Lubbock County, Texas;

THENCE S. 89°54'33" W., along Northern boundary of said 154.8 acre tract and the South line of the Northwest Quarter of said Section 6, a distance of 1801.62 feet to a 1/2" iron rod with cap marked "HRA" found at the Southeast corner of a 50.7 acre tract described in Volume 1886, Page 261 of the Deed Records of Lubbock County, Texas and the Southwest corner of this tract;

THENCE N. 00°03'53" W., along the Eastern boundary of said 50.7 acre tract, a distance of 2101.64 feet to a 1/2" iron rod with cap marked "HRA" found at the most Westerly Northwest corner of this tract, from whence a railroad spike found in the North line of said Section 6 bears N. 00°03'53" W. a distance of 544.50 feet;

THENCE N. 89°30' E. a distance of 800.00 feet to a 1/2" iron rod with cap marked "HRA" set for an "ell" corner of this tract;

THENCE N. 00°03'53" W., at 504.50 feet pass a 1/2" iron rod with cap marked "HRA" set in the South line of a 40 foot right-of-way easement described in Volume 215, Page 190 of the Deed Records of Lubbock County, Texas, continuing for a total distance of 544.50 feet to a "MAG" nail with washer set in the North line of said Section 6, for the most Northerly Northwest corner of this tract;

THENCE N. 89°30' E., along the North line of said Section 6, a distance of 2859.42 feet to a "MAG" nail with washer set for the most Northerly Northeast corner of this tract;

THENCE S. 00°25'35" E., at 40.00 feet pass a 1/2" iron rod with cap marked "HRA" set in the South line of said 40 foot right-of-way easement, continuing for a total distance of 544.50 feet to a 1/2" iron rod found at an "ell" corner of this tract;

THENCE N. 89°30' E., at 770.00 feet pass a 1/2" iron rod with cap marked "HRA" set in reference, continuing for a total distance of 800.00 feet to the Point of Beginning.

**SAVE AND EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:**

**METES AND BOUNDS DESCRIPTION** a 0.0430 acre tract, being that same tract described in Volume 1771, Page 194 of the Deed Records of Lubbock County, Texas, located in the North Half of Section 6, Block O, E. L. & R. R. Railroad Co. Survey, Lubbock County, Texas, and being further described as follows:

**BEGINNING** at a 1/2" iron rod with cap marked "HRA" found in the South line of a 40 foot right-of-way easement described in Volume 215, Page 190 of the Deed Records of Lubbock County, Texas, at the Northeast corner of this tract, which bears S. 89°30' W. a distance of 2480.53 feet and S. 00°30' E. a distance of 40.00 feet from a 3/8" iron rod found at the Northeast corner of Section 6, Block O, E. L. & R. R. Railroad Co. Survey, Lubbock County, Texas;

THENCE S. 00°30' E. a distance of 25.00 feet to a 1/2" iron rod with cap marked "HRA" set for the Southeast corner of this tract;

THENCE S. 89°30' W. a distance of 75.00 feet to a 3/8" iron rod found at the Southwest corner of this tract;

THENCE N. 00°30' W. a distance of 25.00 feet to a 3/8" iron rod found in the South line of said 40 foot right-of-way easement, at the Northwest corner of this tract;

THENCE N. 89°30' E., along the South line of said 40 foot right-of-way easement, a distance of 75.00 feet to the Point of Beginning.

**Reservations from Conveyance:** None

**Exceptions to Conveyance and Warranty:**

SUBJECT TO restrictive covenants as shown of record in Volume 6258, Page 55 of the Real Property Records of Lubbock County, Texas; Volume 7537, Page 53; Document Number 2010002205; and Document Number 2010002207 of the Official Public Records of Lubbock County, Texas.

THERE IS EXCEPTED FROM THIS CONVEYANCE any and all interest, whether whole or an undivided portion thereof, in the oil, gas and other minerals in and under the Property, royalty interest, or interest in royalty, which may be outstanding in parties other than Grantor resulting from prior reservation and/or conveyance by predecessors in title, including but not limited to that certain interest described in instrument of record in Volume 293, Page 355; Volume 1694, Page 273; Volume 1694, Page 277, refiled in Volume 1711, Page 439; Volume 1752, Page 276; Volume 1752, Page 280 of the Deed Records of Lubbock County, Texas; Volume 4825, Page 65; Volume 6258, Page 55 of the Real Property Records of Lubbock County, Texas; and Volume 9444, Page 211 of the Official Public Records of Lubbock County, Texas.

SUBJECT TO Transmission Right-of-Way Easement from C. N. Hodges, grantor, to Pioneer Natural Gas Company, grantee, dated December 31, 1954 and recorded in Volume 571, Page 446 of the Deed Records of Lubbock County, Texas.

SUBJECT TO the Property having frontage or abutting Farm to Market Road 40, which is a controlled access highway, as set forth in State Highway right-of-way recorded in Volume 215, Page 190 of the Deed Records of Lubbock County, Texas conveying fee title to the State of Texas for highway purposes, and the exercise of power by the State of Texas pertaining to controlled access highways as set forth in Chapter 203 of the Texas Transportation Code.

SUBJECT TO Right-of-Way Easement granted to the State of Texas, as set forth in that certain instrument dated March 15, 1960 and recorded in Volume 786, Page 39 of the Deed Records of Lubbock County, Texas.

SUBJECT TO Easement for Underground Facilities granted to Southwestern Bell Telephone Company, as set forth in that certain instrument dated October 30, 1978 and recorded in Volume 1614, Page 71 of the Deed Records of Lubbock County, Texas.

SUBJECT TO Right-of-Way easement from Lubbock Brick & Tile, grantor, to American Telephone and Telegraph Company, grantee, dated January 24, 1991 and recorded in Volume 3535, Page 70 of the Real Property Records of Lubbock County, Texas.

SUBJECT TO the terms, conditions, provisions, stipulations, easements, railroad tracks, track materials, related track structures and facilities, and the rights of Track Tech, Inc., as set forth in that certain Quitclaim Deed dated March 18, 1999 and recorded in Volume 6258, Page 55 of the Real Property Records of Lubbock County, Texas.

SUBJECT TO those matters reflected on that certain perimeter and improvement survey of the above described Property prepared by Brent Carroll, Registered Professional Land Surveyor, on December 9, 2020, including but not limited to the encroachment of a center pivot irrigation arm over and across a 10.0 acre tract situated in the Northeast corner of Section 6, Block O, Lubbock County, Texas; County Road 6600, multiple signs, overhead power lines and power poles, 20' x 10' underground facilities easement all situated along the North boundary of the Property; 40' drainage channel easement located in the Northwest portion of the Property; and pump jack and fence located in the Northwestern portion of the Property.

SUBJECT TO rights, if any, of third parties with respect to any portion of the Property lying within the limits or boundaries of any public or private roadway or alley.

SUBJECT TO any encroachment, encumbrance, violation, variation, or adverse circumstance affecting title to the Property that would be disclosed by an accurate and complete land survey of the Property, including, without limitation, all visible and apparent easements or uses, and all underground easements or uses, the existence of which may arise by unrecorded grant or by use.

SUBJECT TO rights of parties in possession.

SUBJECT TO rights of tenants under any unrecorded leases or rental agreements, together with any security interests given by tenants in fixtures located on the Property.

SUBJECT TO all leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records of Lubbock County, Texas.

Grantee assumes ad valorem taxes for the year 2020, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which is the obligation of Grantor or Grantee in accordance with Paragraph 13.B. of Unimproved Property Contract by and between Grantor and Grantee dated November 18, 2019.

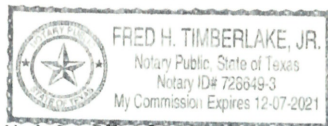
Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

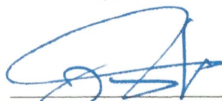
When the context requires, singular nouns and pronouns include the plural.

  
WILLIAM H. CARLTON, JR.

THE STATE OF TEXAS  
COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 28th day of DECEMBER, 2020, by  
WILLIAM H. CARLTON, JR.



  
Notary Public, State of Texas

Prepared in the Law Office of:  
**TIMBERLAKE & WEAVER, P.C.**  
1408-A Buddy Holly Ave.  
Lubbock, Texas 79401

S:\TWS\MERGE\STC 2020\Lubbock Economic Development Alliance-41002-WD-REL-12-22-jh.wpd

# FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



*Kelly Pinion*

Kelly Pinion, County Clerk  
Lubbock County, TEXAS  
12/23/2020 03:33 PM  
FEE: \$34.00  
2020059091



**WARRANTY DEED**  
(STC-jr/GF#41323)

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**Date:** December 22, 2020

**Grantor:** CORY GORTON EPPES , a single person

**Grantee:** LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC., also known as Lubbock Economic Development Alliance, a Texas Not-For-Profit Development Corporation formed pursuant to the Development Corporation Act of 1979

**Grantee's Mailing Address:** 1500 Broadway, Sixth Floor, Lubbock, Lubbock County, Texas 79401

**Consideration:** \$10.00 and other good and valuable consideration, to Grantor paid by Grantee, the receipt and sufficiency of all of which is hereby acknowledged and confessed.

**Property (including any improvements):**

METES AND BOUNDS DESCRIPTION of a 155.82 acre tract located in the Southwest Quarter of Section 6, Block O, Lubbock County, Texas, being those same two tracts described under County Clerk File No. 2011021320 of the Official Public Records of Lubbock County, Texas, being further described as follows:

BEGINNING at a "cross hatch" nail with washer marked "Hugo Reed & Assoc." found at the Southwest corner of said Section 6, being the Southwest corner of this tract;

THENCE N. 01°46'08" E., along the West line of said Section 6, a distance of 304.15 feet to a 1/2" iron rod found at the Southwest corner of a 3.9 acre tract described in Volume 2280, Page 69 of the Real Property Records of Lubbock County, Texas and a corner of this tract;

THENCE N. 47°11'23" E., along the Southern boundary of said 3.9 acre tract, a distance of 1035.62 feet to a 1/2" iron rod found at the Northeast corner of said 3.9 acre tract and a corner of this tract;

THENCE Southwesterly, along the Northern boundary of said 3.9 acre tract, around a curve to the right, said curve having a radius of 554.85 feet, a central angle of 44°08'41", a chord bearing of S. 69°15'45" W. and a chord distance of 417.00 feet to a 1/2" iron rod found at a point of intersection;

THENCE N. 88°39'44" W. continuing along the Northern boundary of said 3.9 acre tract, a distance of 352.42 feet to a 5/8" iron rod found in the West line of said Section 6, at the Northwest corner of said 3.9 acre tract and a corner of this tract;

THENCE N. 01°46'08" E., along the West line of said Section 6, a distance of 1599.94 feet to a 1/2" iron rod with cap marked "Hugo Reed & Assoc." found at the Southwest corner of a 1.4 acre tract described under County Clerk File No. 2010035888 of the Official Public Records of Lubbock County, Texas and the most Westerly Northwest corner of this tract;

THENCE S. 88°15'01"E., along the Southern boundary of said 1.4 acre tract, a distance of 300.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Southeast corner of said 1.4 acre tract and a corner of this tract;

THENCE N. 01°46'08" E., along the Eastern boundary of said 1.4 acre tract, a distance of 200.00 feet to a 1/2" iron rod with cap marked "TELFORD" found in the Southern boundary of a tract described in Volume 1886, Page 261 of the Real Property records of Lubbock County, Texas, at the Northeast corner of said 1.4 acre tract and the most Northerly Northwest corner of this tract;

THENCE S. 88°15'01" E., along the Southern boundary of said tract described in Volume 1886, Page 261 and a 249.8 acre tract described under County Clerk File No. 2010002205 of the Official Public Records of Lubbock County, Texas, a distance of 2338.32 (deed calls: 2338.54 feet) to a 1/2" iron rod with cap marked "SMITH" found at the Northwest corner of a 160 acre tract described in Volume 3401, Page 326 of the Real Property Records of Lubbock County, Texas and the Northeast corner of this tract;

THENCE S. 01°45'49" W., along the Western boundary of said 160 acre tract, a distance of 2650.22 feet to a railroad spike found in the South line of said Section 6, at the Southwest corner of said 160 acre tract and the Southeast corner of this tract;

THENCE N. 88°39'07" W. (deed calls: N. 88°39'52" W.), along the South line of said Section 6, a distance of 2638.63 feet to the Point of Beginning.

**SAVE AND EXCEPT**

a 1.007 acre tract described in Volume 5686, Page 324 of the Real Property Records of Lubbock County, Texas, being further described as follows:

BEGINNING at a 3/4" iron pipe found at the Southeast corner of this tract which bears N. 88°39'07" W. a distance of 60.90 feet and N. 01°45'49" E. a distance of 28.50 feet from a railroad spike found at the Southeast corner of the Southwest Quarter of Section 6, Block O, Lubbock County, Texas and the Southeast corner of said 155.82 acre tract;

THENCE N. 88°39'52" W. a distance of 159.55 feet to a 3/4" iron pipe found at the Southwest corner of this tract;

THENCE N. 01°45'49" E. a distance of 275.00 feet to a 1/2" iron rod found at the Northwest corner of this tract;

THENCE S. 88°39'52" E. a distance of 159.55 feet to a 1/2" iron rod found at the Northeast corner of this tract;

THENCE S. 01°45'49" W. a distance of 275.00 feet to the Point of Beginning.

**Reservations from Conveyance: None**

**Exceptions to Conveyance and Warranty:**

THERE IS EXCEPTED FROM THIS CONVEYANCE any and all interest, whether whole or an undivided portion thereof, in the oil, gas and other minerals in and under the Property, royalty interest, or interest in royalty, which may be outstanding in parties other than Grantor resulting from prior reservation and/or conveyance by predecessors in title, including but not limited to that certain interest described in instrument of record in Volume 293, Page 281 of the Deed Records of Lubbock County, Texas, and Volume 6150, Page 149 of the Real Property Records of Lubbock County, Texas.

SUBJECT TO all leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records of Lubbock County, Texas.

SUBJECT TO all the terms, conditions, provisions, limitations and reservations set forth in Quit-Claim Deed from The Burlington Northern and Santa Fe Railway Company to Bill G. Eppes, et al, in instrument of record in Volume 6150, Page 149 of the Real Property Records of Lubbock County, Texas.

SUBJECT TO all the terms, conditions, provisions, limitations and obligations set forth in easement granted to Bayer CropScience, LP in instrument of record in Document No. 2015037594 of the Official Public Records of Lubbock County, Texas.

SUBJECT TO gas line easement granted to Pioneer Natural Gas Company in instrument of record in Volume 1157, Page 151 of the Deed Records of Lubbock County, Texas.

SUBJECT TO electric transmission line easement to Southwestern Public Service Company in instrument of record in Volume 396, Page 427, Deed Records of Lubbock County, Texas.

SUBJECT TO option and right-of-way easement for gas pipeline and telephone and telegraph lines granted to West Texas Gas Company in instrument of record in Volume 467, Page 11, Deed Records of Lubbock County, Texas, and partially released and located in instrument of record in Volume 2280, Page 66, Real Property Records of Lubbock County, Texas.

SUBJECT TO easement for aqueduct crossing along County Roads as set forth in Resolution and Order of the County Commissioners of Lubbock County, Texas, recorded in Volume 918, Page 218, Deed Records of Lubbock County, Texas, only to the extent same may apply to the Property.

SUBJECT TO underground gas pipeline right-of-way to Pioneer Natural Gas Company in instrument of record in Volume 1156, Page 221, Deed Records of Lubbock County, Texas.

SUBJECT TO drainage easement granted to the City of Lubbock in instrument of record in Volume 2280, Page 63, Real Property Records of Lubbock County, Texas.

SUBJECT TO rights, if any, of third parties with respect to any portion of the Property lying within the limits or boundaries of any public or private roadway or alley.

SUBJECT TO any encroachment, encumbrance, violation, variation, or adverse circumstance affecting title to the Property that would be disclosed by an accurate and complete land survey of the Property, including, without limitation, all visible and apparent easements or uses, and all underground easements or uses, the existence of which may arise by unrecorded grant or by use.

SUBJECT TO rights of parties in possession.

SUBJECT TO rights of tenants under any unrecorded leases or rental agreements, together with any security interests given by tenants in fixtures located on the Property, including but not limited to Lease Agreement with BASF referenced in Section 6.F. of Farm and Ranch Contract by and between Cory Gorton Eppes (Seller) and Bobby McQueen (Buyer) dated effective December 20, 2019.

SUBJECT TO all the terms, conditions, provisions, limitations and obligations set forth in that certain unrecorded Farm Lease dated effective January 1, 2014 by and between Cory Gorton Eppes (Landlord) and Richard C. Adams (Lessee).

SUBJECT TO all the terms, conditions, provisions, limitations and obligations of that certain unrecorded Agricultural Sublease Agreement dated May \_\_\_\_\_, 2014 by and between Richard C. Adams (Sub-Landlord) and Bayer Crop Science, LP, a Delaware limited partnership (Sub-Tenant).



SUBJECT TO those matters reflected on Perimeter and Improvement Survey of the Property prepared by Brent Carroll, Registered Professional Land Surveyor No. 5410, State of Texas, dated December 15, 2020, revised December 18, 2020, including but not limited to location of pre-existing easements as identified thereon along the West boundary, utility poles, overhead power lines and guy-wires in the Southwest portion of the Property, overhead power lines and utility poles along the West portion of the Property, roadway identified on the Survey as "graded access" to the 'Save and Except' Tract set forth in Schedule A hereof, and any claim of continuing right to the use of same, pre-existing easements in the Southeast corner of the Property, and utility lines and utility poles extending across same, turnrows and well located on the Property, and overhead utility lines crossing the South boundary out of any designated easement for same, East 19<sup>th</sup> Street Avenue right-of-way along the South boundary, and any claim of right to the use of turnrows and non-public roadways crossing Property over to neighboring property owners; fence along Southern boundary of 'Save and Except' Tract located off boundary and protrusion of metal awning over boundary.

Grantee assumes ad valorem taxes for the year 2020, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which is the obligation of Grantor or Grantee in accordance with Paragraph 13.B. of Farm and Ranch Contract by and between Grantor and Grantee dated December 20, 2019.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.


When the context requires, singular nouns and pronouns include the plural.

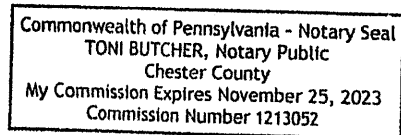
  
\_\_\_\_\_  
CORY GORTON EPPES

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Chester

This instrument was acknowledged before me on the 22 day of December, 2020, by CORY GORTON EPPES.

  
\_\_\_\_\_  
Notary Public, Commonwealth of Pennsylvania



# FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



*Kelly Pinion*

Kelly Pinion, County Clerk  
Lubbock County, TEXAS  
12/29/2020 03:33 PM  
FEE: \$38.00  
2020059092



## Regular City Council Meeting

7. 14.

Meeting Date: 08/10/2021

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### Information

#### Agenda Item

**Resolution - Planning:** Consider a resolution approving and granting a variance from the applicable 300-foot minimum distance provisions of the City of Lubbock Ordinance No. 2009-O0060, at 6012 82nd Street, Suite E, for an alcoholic beverage permit for Bucket of Love.

#### Item Summary

Effective August 8, 2009, Ordinance No. 2009-O0060 amended Section 14.01.007 (Section 18-11), Alcoholic beverages - Sale near church, school or hospital, in Chapter 14, Offenses - Miscellaneous, of the City of Lubbock Code of Ordinances, related to businesses who obtain a permit from the Texas Alcoholic Beverage Commission (TABC) for the sale of alcohol.

As part of the ordinance, the City Council adopted a standard which prohibits any business that is within 300 feet of any school or daycare, measured from property line to property line, from having a permit issued by TABC. The City Council may consider a variance to the 300-foot rule as set forth in the Texas Alcoholic Beverage Code.

The request for a variance is from Bucket of Love, located at 6012 82nd Street, Suite E, which is within 300 feet of a public school, Crestview Elementary School in Frenship Independent School District (ISD). Dr. Michelle McCord, Frenship ISD Superintendent, has been notified in writing of this request.

A request for a new permit for on-premise alcohol sales at this location is now pending, and requires a separation variance request. The City Council has wide discretion in considering whether to grant a variance. The following may be considered by the City Council (as noted by the State of Texas statute providing for the variance process):

- 1) The enforcement of the regulation in a particular instance is not in the best interest of the public;
- 2) The regulation constitutes waste or inefficient use of land or other resources;
- 3) The regulation creates an undue hardship on the applicant, does not serve its intended purpose or is not effective or necessary;
- 4) The variance may be granted for any other reason, after consideration of the health, safety and welfare of the public and the equity of the situation, if the governing body finds it to be in the best interest of the community.

#### Fiscal Impact

None

#### Staff/Board Recommending

Jesica McEachern, Assistant City Manager

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**Attachments**

Resolution - Bucket of Love

Bucket Letter - Request for Variance

Zoning Certificate and TABC Pre-Qualification Packet - Bucket of Love

Map - Bucket of Love

Notice to Frenship ISD - Bucket of Love

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**RESOLUTION**

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

THAT the City Council, as the governing board of the City of Lubbock, Texas, and pursuant to Section 109.33(e) of the Texas Alcoholic Beverage Code, after consideration of the health, safety, and welfare of the public and the equities of the situation, finds and determines herein that it is in the best interest of the community to approve and grant a variance, and hereby grants a variance, from the applicable provisions of City of Lubbock Ordinance No. 2009-O0060 at the following location: **Bucket of Love, 6012 82<sup>nd</sup> Street, Suite E**, Lubbock, Texas. This variance shall remain in effect for so long as: 1) a **Wine and Beer Retailer's Permit [BG]**, 2) **Food and Beverage Certificate [FB]**, or 3) a subsequent like use, if any, are in effect at the above-referenced location.


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

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

ATTEST:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Bryan Isham, Director of Planning & Zoning

APPROVED AS TO FORM:

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

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# Bucket of Love

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July 19, 2021

City of Lubbock  
Lubbock, TX

**Re: Request for Variance**

To whom it may concern:

This is a letter of request to grant a variance from the current 300 – foot minimum distance precisions of the City of Lubbock Ordinance 2009-O0060 at 6012 82<sup>nd</sup> Street, Suite E, for an alcoholic beverage permit.

Please let me know if you have any questions or require further clarification at 806.407.3630 – office | [bookkeeping@integritytaxsolutions.net](mailto:bookkeeping@integritytaxsolutions.net).

Sincerely,

*Robert E. Lee*

Robert E. Lee





COLDWELL BANKER COMMERCIAL  
CAPITAL ADVISORS

4918 S LOOP 289  
LUBBOCK, TX 79414  
(806) 793-0888  
CBCCapitalAdvisors.com

July 16, 2021

City of Lubbock  
Lubbock, TX

**Re: Bucket of Love Chicken | Request for Variance**

To Whom it may Concern:

It is our understanding that Dorothy and Robert Lee, d.b.a. Bucket of Love Chicken, have made application for a zoning variance to allow for the sale of alcohol at the restaurant located at 6012 82<sup>nd</sup> Street, Lubbock, TX 79424.

May this letter be considered the landlord's consent for the variance.

If I can provide further clarification, please let me know. [swomack@coldwellbanker.com](mailto:swomack@coldwellbanker.com) | 806.784.3265 (direct line).

Sincerely,

COLDWELL BANKER COMMERCIAL

  
Scott Womack

Managing Agent on Behalf of Cornerstone Plaza, LLC





Lubbock Planning Department  
 PO Box 2000 / 1314 Avenue K  
 Lubbock, TX 79457  
**ZONING CERTIFICATE**

**Business Information**

Local Contact: Bucket of Love/Dorothy Lee Local Contact Phone No.: 806 928-4711  
 Name of Business: Bucket of Love  
 Address: 6012 82nd Ste E City: Lubbock State: TX Zip: 79424  
 Telephone: 806-928-4711 Email: lee-dorothy@a.t.net

**On Premise Consumption:**

Type of Business:

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Restaurant  | <input type="checkbox"/> Nightclub/Bar/Lounge     | <input type="checkbox"/> Dance Hall                 |
| <input type="checkbox"/> Sports Grill           | <input type="checkbox"/> Hotel/Arena/Civic Center | <input type="checkbox"/> Sexually Oriented Business |
| <input type="checkbox"/> Other (describe) _____ |   |   |

Permit(s) Requested (Check all that apply):

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Mixed Beverage (MB)                   | <input type="checkbox"/> Mixed Beverage Late Hours (LB)           | <input type="checkbox"/> Beverage Cartage (PE)         |
| <input checked="" type="checkbox"/> Food & Beverage Cert. (FB) | <input checked="" type="checkbox"/> Wine and Beer Retailer's (BG) | <input type="checkbox"/> Private Club Beer & Wine (NB) |
| <input type="checkbox"/> Private Club Late Hours (NL)          | <input type="checkbox"/> Beer Retailer's On-Premise (BE)          | <input type="checkbox"/> Retail Dealer's On-Premise    |
| <input type="checkbox"/> Private Club                          | <input type="checkbox"/> Catering (CB)                            | Late Hours (BL)  |
| <input type="checkbox"/> Mixed Bev. Restaurant                 | <input type="checkbox"/> Other (describe) _____                   |  |
| w/Food and Beverage (RM)                                       |   |  |

**Off Premise Consumption:**

Type of Business:

- |   |                                     |  |
|---|-------------------------------------|--|
| <input type="checkbox"/> Grocery/Convenience Store          | <input type="checkbox"/> Drug Store | <input type="checkbox"/> Package Store |
| <input type="checkbox"/> Other (describe) <u>Restaurant</u> |                                     |  |

Permit(s) Requested (Check all that apply):

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Beer Retailer's Off-Premise (BF)   | <input type="checkbox"/> Package Store (P)          | <input type="checkbox"/> Wine and Beer Retailer's |
| <input type="checkbox"/> Wine Only Package Store (Q)        | <input type="checkbox"/> Local Distributor (LP)     | Off-Premise (BQ)                                  |
| <input type="checkbox"/> Local Cartage Transfer Permit (ET) | <input type="checkbox"/> Package Store Tasting (PS) |   |
| <input type="checkbox"/> Other (describe) <u>BG/FB</u>      |   |   |

**Property Owner Information**

Name: Corner Stone Plaza Coldwell Banker &  
 Address: 4918 S Loop 289 City: Lubbock State: TX Zip: 79414

**Business Owner Information**

Name: Dorothy Lee  
 Address: PO Box 3116 City: Lubbock State: TX Zip: 79452

**Applicant Information**

Name: Robert Lee III  
 Address: PO Box 3116 City: Lubbock State: TX Zip: 79452

Interest in Business/Authority to Make Application: \_\_\_\_\_

If you have any questions pertaining to the City of Lubbock's Zoning Certificate, please contact:

City of Lubbock Planning Department  
 City of Lubbock City Secretary's Office

Phone: (806) 775 - 2108  
 Phone: (806) 775 - 2061

E-mail: [cityplanning@mylubbock.us](mailto:cityplanning@mylubbock.us)  
 E-mail: [gsr@mylubbock.us](mailto:gsr@mylubbock.us)



Lubbock Planning Department  
 PO Box 2000 / 1314 Avenue K  
 Lubbock, TX 79457  
**ZONING CERTIFICATE**

**Planning and Zoning Information**

Gross Sq. Footage of Bldg.: 2800 Zoning: C-2 Sales Tax No.: \_\_\_\_\_  
 Parking Ratio: 1:175 Spaces Req. 116 Spaces Provided: 666

**Separation Information**

Is a Church or Hospital located within 300 feet of your establishment (door to door)?  Yes  No  
 Is a School (Public or Private), day care, or child care facility located within  
 300 feet of your establishment (property line to property line)?  Yes  No

**Additional Information**

No. of Game Machines: \_\_\_\_\_ Dance Floor  Yes  No  
 Dance Floor Size: \_\_\_\_\_ Live Entertainment  Yes  No  
 Z.B.A. Variance: \_\_\_\_\_ Case No.: \_\_\_\_\_  
 \_\_\_\_\_ Case No.: \_\_\_\_\_

Comments: \_\_\_\_\_  
 \_\_\_\_\_

**Applicant Signature**

I hereby certify that I have read and fully understand the zoning restrictions and ordinances applicable to this property and that all information contained herein is true and correct. I further understand that this certificate is issued subject to all applicable regulations of the City of Lubbock and the violation of any of these regulations may result in my being ordered to cease the violation or vacate the premises, as well as the revocation of this certificate. I understand that if licensed as a restaurant, this certificate only permits me to operate a restaurant with the incidental right to sell alcoholic beverages, and I certify that is my intent and purpose in acquiring this certificate.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Planning Department Signature**

Distance Map Created?  Yes  No  
 Distance Map Attached?  Yes  No  
 Alcohol Variance Required?  Yes  No

If so, Resolution No.: \_\_\_\_\_

I hereby certify that to the best of my knowledge, this request currently complies with all applicable zoning regulations of the City of Lubbock.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If you have any questions pertaining to the City of Lubbock's Zoning Certificate, please contact:  
 City of Lubbock Planning Department Phone: (806) 775 - 2108 E-mail: [cityplanning@mylubbock.us](mailto:cityplanning@mylubbock.us)  
 City of Lubbock City Secretary's Office Phone: (806) 775 - 2061 E-mail: [ocs@mylubbock.us](mailto:ocs@mylubbock.us)



Lubbock Planning Department  
 PO Box 2000 / 1314 Avenue K  
 Lubbock, TX 79457  
**ZONING CERTIFICATE**

Please return this form with all approval signatures prior to the issuance of a Zoning Certificate.

These signatures are not a substitute for any other required forms.

Code Enforcement Department • 1314 Avenue K • 775 2989	
Comments:	Approved pending site inspection
Signature:	
Date:	7/11/21
Environmental Health Department • 1314 Avenue K • 775-2116	
Comments:	most complet from Hwy process, Plan review, pre inspect & Process Permits
Signature:	
Date:	7-14-21

**Additional Permitting/Inspection Requirements**

Are you applying for this Zoning Certificate in association with one of the following activities?

- New Construction
- Remodel/Alteration
- No Construction
- Change in Occupancy Classification
- No Previous Certificate of Occupancy
- Serving Food or Ice
- Smoking Allowed in Facility
- Tattoo or Body Piercing Facility

If so, a Certificate of Occupancy may be required. Please request a Zoning Use Verification Form from the Planning Department and follow the steps outlined below:

- Step One – Obtain Zoning/Land Use approval from the Planning Department for the proposed business use.
- Step Two – Based on the above information if a valid Certificate of Occupancy is not found, no construction will take place or there is a change in occupancy classification, follow the procedures for an Investigative Certificate of Occupancy. A certificate of occupancy will be issued for new construction and remodel/alteration permits as part of the permit process at the completion of construction.
- Step Three – Investigative Certificate of Occupancy requirements. This process starts with Building Safety. You will need to speak to a Commercial Plan Examiner to see what documents are required.
- Step Four – When the permit for the Investigative Certificate of Occupancy has been paid for the applicant will pay for and set up an inspection from the Fire Marshal's Office.
- Step Five – If the proposed business will serve food, ice, allow smoking or tattoo or body piercing, permits need to be obtained from Environmental Health.
- Step Six – Once inspections have been completed from Building Safety and the Fire Marshal's Office application for the Investigative Certificate of Occupancy will be made to Building Safety.

**Building Safety Office:** 1314 Avenue K  
 Lubbock, Texas 79457  
 (806) 775 - 2087

**Fire Marshal's Office:** 1601 Mac Davis Lane  
 Lubbock, Texas 79401  
 (806) 775 - 2646

If you have any questions pertaining to the City of Lubbock's Zoning Certificate, please contact:

City of Lubbock Planning Department  
 City of Lubbock City Secretary's Office

Phone: (806) 775 - 2108  
 Phone: (806) 775 - 2061

E-mail: [cityplanning@cityoflubbock.us](mailto:cityplanning@cityoflubbock.us)  
 E-mail: [occt@cityoflubbock.us](mailto:occt@cityoflubbock.us)



**TEXAS ALCOHOLIC BEVERAGE COMMISSION**  
*Texans Helping Businesses & Protecting Communities*

**ON-PREMISE PREQUALIFICATION PACKET**

L-ON (5/2021)

Submit this packet to the proper governmental entities to obtain certification for the type of license/permit for which you are applying as required by Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13 Contact your local TABC office to verify requirements of Sections 11.391 and 61.381 as you may be required to post a sign at your proposed location 60-days prior to the issuance of your license/permit. All statutory and rule references mentioned in this application refer to and can be found in the Texas Alcoholic Beverage Code or Rules located on our website. [www.tabc.texas.gov/laws/code\\_and\\_rules.asp](http://www.tabc.texas.gov/laws/code_and_rules.asp)

**LOCATION INFORMATION**

1. Application for:  Original  Add Late Hours Only License/Permit Number  
 Reinstatement  Reinstatement and Change of Trade Name License/Permit Number  
 Change of Location  Change of Location and Trade Name License/Permit Number

2. Type of On-Premise License/Permit

<input checked="" type="checkbox"/> BG Wine and Beer Retailer's Permit	<input type="checkbox"/> LB Mixed Beverage Late Hours Permit
<input type="checkbox"/> BE Beer Retail Dealer's On-Premise License	<input type="checkbox"/> MI Minibar Permit
<input type="checkbox"/> BL Retail Dealer's On-Premise Late Hours License	<input type="checkbox"/> CB Caterer's Permit
<input type="checkbox"/> BP Brewpub License	<input checked="" type="checkbox"/> FB Food and Beverage Certificate
<input type="checkbox"/> V Wine & Beer Retailer's Permit for Excursion Boats	<input type="checkbox"/> PE Beverage Cartage Permit
<input type="checkbox"/> MB Mixed Beverage Permit	<input type="checkbox"/> RM Mixed Beverage Restaurant Permit with FB
<input type="checkbox"/> O Private Carrier's Permit -Brewpubs (BP) with a BG only	<input type="checkbox"/> E Local Cartage Permit - Wine/Beer retailers (BG) Only

3. Indicate Primary Business at this Location

<input checked="" type="checkbox"/> Restaurant	<input type="checkbox"/> Sporting Arena, Civic Center, Hotel	<input type="checkbox"/> Bar
<input type="checkbox"/> Grocery/Market	<input type="checkbox"/> Sexually Oriented	<input type="checkbox"/> Miscellaneous

4. Trade Name of Location (Name of restaurant, bar, store, etc.)  
 BUCKET OF LOVE

5. Location Address  
 6012 82ND STREET, SUITE E

City LUBBOCK	County LUBBOCK	State TX	Zip Code 79424
-----------------	-------------------	-------------	-------------------

6. Mailing Address PO BOX 3116	City LUBBOCK	State TX	Zip Code 79452
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7. Business Phone No. (806) 701-3640	Alternate Phone No. (806) 928-4711	E-mail Address lee-dorothy@att.net
---	---------------------------------------	---------------------------------------

**OWNER INFORMATION**

8. Type of Owner

<input type="checkbox"/> Individual	<input type="checkbox"/> Corporation	<input type="checkbox"/> City/County/University
<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Other
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Joint Venture	
<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Trust	

9. Owner of Business/Applicant (Name of Corporation, LLC, etc.)  
 RL SPIRITS WEST TEXAS, LLC.

**PRIMARY CONTACT PERSON**

The primary contact person should be a person who can answer questions TABC may have about the application. The contact phone and email are mandatory and must be active and updated regularly. If additional information is needed, it will be requested from this contact person. Delays in responding to requests may delay the processing and approval of your permit/license.

10. Contact Person: DOROTHY LEE	Relation to Business: MANAGER
Phone (mandatory): (806) 928-4711	Email (mandatory): LEE-DOROTHY@ATT.NET

TABC DATESTAMP

**WARNING AND SIGNATURE**

**IF APPLICANT IS SHOWN AS:**

- Proprietorship
- Partnership
- Corporation
- Limited Partnership
- Limited Liability Partnership
- Limited Liability Company

**WHO MUST SIGN:**

- Individual Owner
- Partner
- Officer
- General Partner
- General Partner
- Officer/Manager

**WARNING:** Section 101.69 of the Texas Alcoholic Beverage Code states: "... a person who knowingly makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the commission and required to be sworn commits an offense punishable by imprisonment in the Texas Department of Criminal Justice for not less than 2 nor more than 10 years."

**I, UNDER PENALTY OF LAW, HEREBY SWEAR THAT I HAVE READ ALL THE INFORMATION PROVIDED IN THE APPLICATION AND ANY ATTACHMENTS AND THE INFORMATION IS TRUE AND CORRECT. I ALSO UNDERSTAND ANY FALSE STATEMENT OR REPRESENTATION IN THIS APPLICATION CAN RESULT IN MY APPLICATION BEING DENIED AND/OR CRIMINAL CHARGES FILED AGAINST ME. I ALSO AUTHORIZE THE TEXAS ALCOHOLIC BEVERAGE COMMISSION TO USE ALL LEGAL MEANS TO VERIFY THE INFORMATION PROVIDED.**

PRINT NAME

ROBERT E. LEE III

SIGN HERE

TITLE MANAGER

Before me, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN HERE

\_\_\_\_\_  
NOTARY PUBLIC

**SEAL**

**CERTIFICATE OF CITY SECRETARY FOR MB, BG & BE**

Section 11.37 & 61.37

Not later than the 30th day after the date a prospective applicant for a license or permit requests certification, the city secretary or clerk shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the license or permit is sought is prohibited by ordinance.

I hereby certify on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

- MB** Mixed Beverage Permit
- MB/FB (RM)** Mixed Beverage Restaurant Permit with Food and Beverage Certificate (MB must also hold a Food and Beverage Certificate)
- BG/FB** Wine and Beer Retailer's Permit with Food and Beverage Certificate (BG must also hold a Food and Beverage Certificate)
- BG** Wine and Beer Retailer's Permit - Election for given location was held for:
  - legal sale of beer/wine (17%) on-premise **AFTER** Sept. 1, 1999
  - legal sale of beer/wine (14%) on-premise **BEFORE** Sept. 1, 1999
- BE** Beer Retail Dealer's On-Premise License

**OR**

I hereby refuse on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to certify this location.

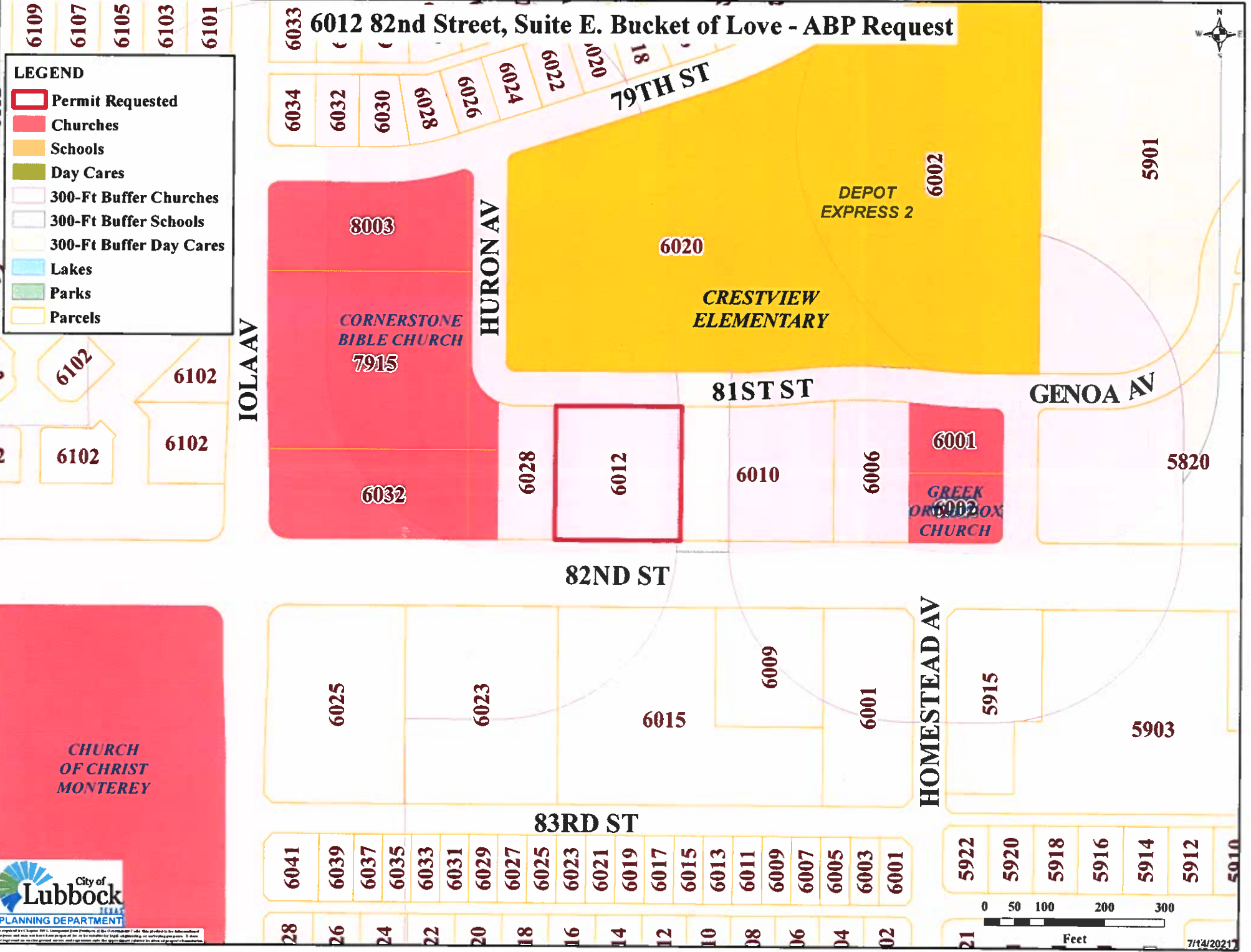
SIGN HERE

\_\_\_\_\_  
City Secretary/Clerk

\_\_\_\_\_  
City

TEXAS

**SEAL**



6109  
6107  
6105  
6103  
6101

**LEGEND**

- Permit Requested
- Churches
- Schools
- Day Cares
- 300-Ft Buffer Churches
- 300-Ft Buffer Schools
- 300-Ft Buffer Day Cares
- Lakes
- Parks
- Parcels

IOLA AV

6102  
6102  
6102  
6102

CHURCH OF CHRIST MONTEREY

City of Lubbock  
PLANNING DEPARTMENT

6033  
6034  
6032  
6030  
6028  
6026  
6024  
6022  
6020  
6018

**6012 82nd Street, Suite E. Bucket of Love - ABP Request**

79TH ST

8003  
CORNERSTONE BIBLE CHURCH  
7915

HURON AV

6020  
CRESTVIEW ELEMENTARY

DEPOT EXPRESS 2  
6002

5901

81ST ST

6028  
6012  
6010  
6006  
6001  
GREEK ORTHODOX CHURCH  
6002

5820

GENOA AV

82ND ST

6025  
6023  
6015  
6009  
6001

5915  
5903

HOMESTEAD AV

83RD ST

6041  
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7/14/2021





July 19, 2021

Superintendent Dr. Michelle McCord  
Frenship ISD  
501 7<sup>th</sup> Street  
Wolfforth, TX. 79382

Re: City Council hearings on variance for an on premise alcohol permit within 300 feet of a school.

**To Whom It May Concern:**

On August 8, 2009 the City of Lubbock completed an ordinance that amends the Zoning Code for particulars related to businesses that obtain a permit from the Texas Alcohol Beverage Commission (TABC) for the sale of alcohol. As a part of the ordinance, the City Council adopted a standard that prohibits any business that is three hundred (300) feet or less from a school, measured from property lines of each tract, from having a permit issued by the TABC. When the Council adopted the spacing rule, the "governing body" (Council) of the City may consider a variance to the 300 foot rule as outlined in the Section 18-11, "Offenses – Misc." in the City of Lubbock Code of Ordinances. The following is to be discussed August 10, 2021:

- **Bucket of Love** is requesting an alcoholic beverage permit in conjunction with an **on premises** permit for their restaurant to be located at **6012 82<sup>nd</sup> Street, Suite E**. The proposed retail space is within 300 feet of Crestview Elementary.

The Lubbock City Council will consider this request as a regular agenda item. This letter invites a response from **Frenship ISD** regarding the proposal. As such, there is no set time for consideration by the Council. The item is not a public hearing. If you care for a representative of **Frenship ISD** to be available for any questions from Council, that person should be here at **4:30 PM** to respond if any questions are asked.

Sincerely yours,

*Kristen Sager*

Kristen Sager  
Planning and Zoning Manager  
806-775-2109



## Regular City Council Meeting

7. 15.

Meeting Date: 08/10/2021

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### Information

#### Agenda Item

**Resolution - Finance:** Consider a resolution adopting a proposed tax rate that will result in additional revenues as outlined in Section 26.05 (d) of the Tax Code of the State of Texas, and setting the date for the public hearing to discuss the proposed tax rate.

#### Item Summary

When a proposed tax rate exceeds the voter-approval rate or the no-new-revenue rate, whichever is lower, State law requires that the City Council must vote to place a proposal to adopt the rate on the agenda of a future meeting as an action item. The rate proposed in the FY 2021-22 Operating Budget is \$0.523230 per \$100 valuation, which is higher than the 2021 no-new-revenue rate of \$0.49771 and the same as the 2021 voter-approval rate of \$0.523230. The debt rate is proposed to decrease from \$0.120433 to \$0.120266, and the proposed maintenance and operations rate decreases from \$0.398672 to \$0.381257. The economic development rate also decreases in the proposed tax rate to \$0.021707. This budget will raise more revenue from property taxes than last year's budget by \$4,100,044, which is a 4.3% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$2,195,160.

The certified values were received from the Lubbock Central Appraisal District on July 22, 2021.

The approval of this resolution is not the adoption of the tax rate, but is required for the publication of a proposed tax rate and the scheduling of a public hearing to discuss the proposed tax rate. The rate that is formally adopted by the City Council in September 2021, will follow a public hearing, two readings of the tax ordinance, and public discussion.

The Texas Constitution and Property Tax Code embody the concept of truth-in-taxation to require taxing units to comply with certain steps in adopting their tax rates. The truth-in-taxation laws have two purposes:

1. To make taxpayers aware of tax rate proposals; and
2. To allow taxpayers, in certain cases, to roll back or limit a tax increase.

The truth-in-taxation requirements are contained in the Texas Tax Code, Chapter 26.

No-New-Revenue Tax Rate:

The 2021 no-new-revenue rate is \$0.49771. The no-new-revenue tax rate is a calculated rate that will provide the City with about the same amount of revenue it received during the prior year on properties taxed in both years.

Voter-Approval Tax Rate:

The 2021 voter-approval rate is \$0.523230. The voter-approval rate is a calculated maximum rate allowed by law without voter approval. The voter-approval rate provides the City with approximately the same amount of tax revenue it spent the previous year for day-to-day operations, plus an extra 3.5% increase for those operations plus sufficient funds to pay debts in the coming year. If the City adopts a tax rate that is higher than the voter-approval rate, an automatic election must be held on the next November uniform election date.

If the tax rate proposed by the City Council exceeds the no-new-revenue tax rate or voter-approval rate, whichever is lower, the City must follow legislative guidelines for proposing and adopting a tax rate. These guidelines include:

1. The City Council must vote to place a proposal to adopt the rate on the agenda of a future City Council meeting as an action item. The vote must be recorded. This guideline will be fulfilled with the passage of this agenda item.
2. The proposal must specify the desired rate. The City Council cannot vote to adopt a proposal to increase taxes by an unspecified amount.
3. If the motion passes, the City Council must schedule one public hearing on the proposal to increase taxes.
4. The City Council must notify the public of the date, time and place for the public hearing and publish information about the proposed tax rate no later 5 days prior to the date of the public hearing in a local newspaper and publish the notice continuously at least 7 days before the public hearing on the City of Lubbock website and Channel 2.
5. After publishing the required notice, the City must hold the public hearing. Taxpayers must have the opportunity to express their views on the increase at the public hearing. The City Council may adopt the tax rate at the public hearing, but if they do not, they must announce at the public hearing the date and time of the meeting that they will adopt the tax rate.
6. The Tax Code requires that City Council adopt the tax rate no more than 7 days after the public hearing.

The public hearing to discuss the proposed tax rate is scheduled for 5:00 p.m. on September 7, 2021, in the City Council Chambers in Citizens Tower, at 1314 Avenue K.

### **Fiscal Impact**

The cost of the publication of the notices is budgeted in the Adopted FY 2020-21 Operating Budget.

### **Staff/Board Recommending**

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

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### **Attachments**

Resolution - City of Lubbock Max Tax Rate

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RESOLUTION

WHEREAS, the City Council of the City of Lubbock desires to place a proposal to adopt a property tax rate that will result in additional revenue as outlined in Section 26.05(d) of the Tax Code of the State of Texas on the agenda of a future meeting as an action item and schedule public hearings; NOW THEREFORE:

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

THAT the City Council of the City of Lubbock hereby adopts a proposed property tax rate of \$0.523230 per \$100 valuation that will result in additional revenue. The breakout of the tax rate is as follows:

\$0.120266 per \$100 valuation to the Interest and Sinking Fund;

\$0.381257 per \$100 valuation to the General Fund; and

\$0.021707 per \$100 valuation to the Economic Development Fund.

THAT the City Council of the City of Lubbock sets the date for the public hearing on the proposed tax rate on September 7, 2021 at 5:00 p.m. in the City Council Chambers located at 1314 Avenue K, Lubbock, Texas. A vote on the tax rate shall be placed upon a future City Council agenda.

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

VOTING FOR PASSAGE:

VOTING AGAINST PASSAGE:

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Council members present but not voting: \_\_\_\_\_

Council members absent: \_\_\_\_\_

\*\*\*\*

DANIEL M. POPE, MAYOR


ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

  
Amy L. Sims, Assistant City Attorney



**Regular City Council Meeting**

**7. 16.**

**Meeting Date:** 08/10/2021

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**Information**

**Agenda Item**

**Ordinance 1st Reading - City Secretary:** Consider an ordinance amending Chapter 20 of the Code of Ordinances, regarding "Parades, Demonstrations, and Recreational Street Use", by updating the permit application requirements and the review process; providing a penalty; providing a savings clause; and providing for publication.

**Item Summary**

The Office of the City Secretary, in coordination with Traffic Operations, the Police Department, and the Fire Department, is proposing amendments to Section 20.10 of the City of Lubbock Code of Ordinances.

These amendments include:

- Defining the hours when applications will be accepted: Monday through 12:00 noon on Thursday;
- Requiring those requesting a permit for a parade or demonstration to notify all affected residents and businesses;
- Requiring a barricade plan to be submitted with the application;
- Defining the review process of an application and the departments involved;
- Redefining the routing requirements with the Traffic Operations Department;
- Changing when applications are considered late and how late an application can be submitted for review; and
- Further defining reasons an application can be denied.

**Fiscal Impact**

None

**Staff/Board Recommending**

Rebecca Garza, City Secretary

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**Attachments**

Ordinance

Code with Revisions

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**ORDINANCE NO. 2021-**

AN ORDINANCE AMENDING CHAPTER 20 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, AMENDING ARTICLE 20.10 "PARADES, DEMONSTRATIONS, AND RECREATIONAL STREET USE" BY UPDATING PERMIT APPLICATION REQUIREMENTS AND REVIEW PROCESS; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock deems it in the best interest of the citizens of Lubbock, and for the utilization of public rights-of-way, ensuring public safety, and maintaining expected travel and usage of public streets to adopt the following amendments; and

WHEREAS, the City Council of the City of Lubbock, Texas deems it in the best interest of the health, safety, and welfare of the citizens of Lubbock to amend Chapter 20, Article 20.10, Sections 20.10.034, 20.10.035, and 20.10.039-20.10.041 of the Code of Ordinances; NOW THEREFORE:

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

Section 1. THAT Sections 20.10.034, 20.10.035, and 20.10.039-20.10.041 of the Code of Ordinances of the City of Lubbock, Texas, are hereby amended to read as follows:

**Sec. 20.10.034(a) Application**

The application must be made on a form provided by the office of the city secretary, and will only be accepted Monday through 12 noon on Thursday. The application must be filed with the city secretary not less than fifteen (15) nor more than sixty (60) days before the proposed date of the parade, demonstration or recreational street use, and must:

- (1) If the applicant is an individual, contain the name, address, telephone number, and if existing, email address, of the applicant;
- (2) If the applicant is an organization, contain the name, address, telephone number, and, if existing, email address, of the organization and the person acting for the organization and responsible for the parade, demonstration or recreational street use;
- (3) Indicate the proposed date of the parade, demonstration or recreational street use and the time of beginning and the time that it will end;

- (4) If the application is for a parade, demonstration, and/or recreational street use, indicate the nature of the street use, the public street or streets to be affected, and, if applicable, the starting point, route and termination point, with map included;
- (5) If the application is for an event requesting or requiring the blocking of any right-of-way, no permit will be issued unless written petition of such request has been circulated to all residents and businesses living or located on the block(s) affected by the barricaded intersections; and such written petition shall include the nature, location, and length of time requested. Such petition shall state printed name and signature of persons for or opposed,
- (6) If the application is for an event requesting a parade or demonstration, no permit will be issued unless notification has been circulated to all residents and businesses living or located on the block(s) affected by the parade or demonstration; and such notification shall include the nature, location, and length of time requested,
- (7) Provide a proposed barricade plan, which shall include number of barricades to be utilized and where they shall be located along the route;
- (8) Indicate the approximate number of persons and the kinds and approximate number of animals or vehicles expected to participate;
- (9) Be signed by the applicant or by the person named as acting for an applicant organization for the purposes of working out details affecting traffic and pedestrian safety; and
- (10) Any other additional information concerning the application as may be deemed necessary at the request of the city secretary.

**Sec. 20.10.034(b) Review of application**

The city secretary or authorized representative will forward the completed application for review and approval to the following City of Lubbock departments: police, fire, traffic operations, and any other departments deemed necessary by the city secretary.

**Sec. 20.10.035 Routing**

Traffic Operations Department (TOD) will review the route in accordance with this Section. Within five (5) business days from receipt of the application from the office of the city secretary, the City of Lubbock Traffic Operations Department (TOD) shall review the proposed traffic control plans and/or barricade plans for events with:

- (1) Route plans in excess of one block in a residential area; and



- (2) All events involving use of collectors and/or arterials.

The TOD shall review each application and all proposed routes for the following criteria:

- (1) Impact on public safety;
- (2) Interference with known medical emergency personnel traffic routes; and
- (3) The amount of impact to known traffic flow in the route area at the time of day for which the permit is sought.

In the event a route is found to have an undesirable impact on any of the criteria above, the TOD will coordinate with the applicant to make traffic control adjustments and/or find route alternatives. Further, any lane or street closures shall be in conformance with the Texas Manual of Uniform Traffic Control Devices for barricades and traffic control.

**Sec. 20.10.039      Amendment of application**

Up to ten (10) days prior to the event, the applicant may amend the application and the city secretary shall make a decision on the application as amended within five (5) working days after the date of the amendment. Additional fees will apply if an application is amended.

**Sec. 20.10.040      Late application**

In an emergency and for good cause stated in the application, a person or organization may file an application less than fifteen (15) days, but no later than 48 hours before the proposed date of the parade, demonstration or recreational street use for events less than 100 participants or 72 hours for events with more than 100 participants. A non-refundable late fee will apply and will be tendered with the application. The application must be made on a form provided by the office of the city secretary, and will only be accepted Monday through 12 noon on Thursday. Good cause shall be deemed to be satisfied by a notarized statement that the failure to timely file was due to a cause beyond the knowledge or control of the applicant, which cause shall be stated in such statement. Except for the time of filing, late applications must meet all requirements of sections 20.10.031 and 20.10.034 through 20.10.037.

**Sec. 20.10.041      Grounds for denial**

The city secretary may deny a permit under this article only under the following circumstances:

- (1) The applicant has failed to supply the information required in section 20.10.034 of this article, or, if applicable, the statement required by section 20.10.036 of this article;
- (2) The applicant refuses to amend the route or time so as to comply with the provisions of section 20.10.035 of this article;
- (3) The applicant has not paid the permit fee required by section 20.10.037 of this article;
- (4) There is another parade, demonstration or recreational street use already scheduled for the same time and place; or
- (5) The applicant and/or owner of the property has not complied with this article or has had a history of noncompliance with the provisions of this article.

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

Section 3. 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 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:

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

APPROVED AS TO FORM:

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

OrdAmendStreetUsePermits  
07.01.21

## ARTICLE 20.10 PARADES, DEMONSTRATIONS AND RECREATIONAL STREET USE\*

### Division 1. Generally

#### Sec. 20.10.001 Violation of terms of permit–Permittee

A person to whom a permit has been issued who intentionally violates the terms of the permit shall be guilty of a misdemeanor. (Ordinance 8160, sec. 1, adopted 3/12/1981; 1983 Code, sec. 16-309; Ordinance 8338, sec. 1(l), adopted 7/8/1982; Ordinance 2012-O0032, sec. 1, adopted 4/10/2012)

#### Sec. 20.10.002 Same–Participant in parade, etc.

A person participating in a parade, demonstration or recreational street use for which a permit has been issued who intentionally violates the terms of the permit shall be guilty of a misdemeanor. (Ordinance 8160, sec. 1, adopted 3/12/1981; 1983 Code, sec. 16-310; Ordinance 8338, sec. 1(m), adopted 7/8/1982; Ordinance 2012-O0032, sec. 1, adopted 4/10/2012)

#### Secs. 20.10.003–20.10.030 Reserved

### Division 2. Permit

#### Sec. 20.10.031 Required

A person or organization promoting or sponsoring a parade, demonstration or recreational street use involving the proposed use of a public street without compliance with normal or usual traffic controls shall apply for and obtain a permit for such activity from the city secretary's office. (1959 Code, sec. 18-3; Ordinance 8160, sec. 1, adopted 3/12/1981; 1983 Code, sec. 16-322; Ordinance 8338, sec. 1(b), adopted 7/8/1982; Ordinance 2012-O0032, sec. 1, adopted 4/10/2012)

#### Sec. 20.10.032 Failure to obtain

A person who promotes or sponsors a parade, demonstration or recreational street use that involves the use of a public street or alley, which parade, demonstration or recreational street use occurs without a permit having been issued by the city, shall be guilty of a misdemeanor. (Ordinance 8160, sec. 1, adopted 3/12/1981; 1983 Code, sec. 16-307; Ordinance 8338, sec. 1(k), adopted 7/8/1982; Ordinance 2012-O0032, sec. 1, adopted 4/10/2012)

#### Sec. 20.10.033 Participant in violation when no permit issued

A person who participates in a parade, demonstration or recreational street use on a public street or alley when no permit for such activity has been issued, and said person has knowledge of that fact, shall be guilty of a misdemeanor. (Ordinance 8160, sec. 1, adopted 3/12/1981; 1983 Code, sec. 16-308; Ordinance 8338, sec. 1(m), adopted 7/8/1982; Ordinance 2012-O0032, sec. 1, adopted 4/10/2012)

#### Sec. 20.10.034 (a) Application

The application must be made on a form provided by the office of the city secretary and will only be accepted Monday through 12 noon on Thursday. The application must be filed with the city secretary not less than twenty fifteen (2015) nor more than sixty (60) days before the proposed date of the parade, demonstration or recreational street use, and must:

- (1) If the applicant is an individual, contain the name, address, telephone number, and if existing, email address, of the applicant;
- (2) If the applicant is an organization, contain the name, address, telephone number, and, if existing, email address, of the organization and the person acting for the organization and responsible for the parade, demonstration or recreational street use;
- (3) Indicate the proposed date of the parade, demonstration or recreational street use and the time of beginning and the approximate time that it will end;
- (4) If the application is for a parade, demonstration, and/or recreational street use, indicate the nature of the street use, the public street or streets to be affected, and, if applicable, the starting point, route and termination point, with map included;
- (5) If the application is for an event requesting or requiring the blocking of any right-of-way, no



permit will be issued unless written petition of such request has been circulated to all residents and businesses living or located on the block(s) affected by the barricaded intersections; and such written petition shall include the nature, location, and length of time requested. Such petition shall state printed name and signature of persons for or opposed.

(6) If the application is for an event requesting a parade or demonstration, no permit will be issued unless notification has been circulated to all residents and businesses living or located on the block(s) affected by the parade or demonstration; and such notification shall include the nature, location, and length of time requested.

(7) Provide a proposed barricade plan, which shall include number of barricades to be utilized and where they shall be located along the route;

(8) Indicate the approximate number of persons and the kinds and approximate number of animals or vehicles expected to participate; and

(9) Be signed by the applicant or by the person named as acting for an applicant organization for the purposes of working out details affecting traffic and pedestrian safety; and

(10) Any other additional information concerning the application as may be deemed necessary at the request of the city ~~manager~~secretary.

(Ordinance 8160, sec. 1, adopted 3/12/1981; 1983 Code, sec. 16-323; Ordinance 8338, sec. 1(c), adopted 7/8/1982; Ordinance 2012-O0032, sec. 1, adopted 4/10/2012)

#### Sec. 20.10.034 (b) Review of application

The city secretary or authorized representative will forward the completed application for review and approval to the following City of Lubbock departments: police, fire, traffic operations, and any other departments deemed necessary by the city secretary.

#### Sec. 20.10.035 Routing

Traffic Operations Department (TOD) will review the route in accordance with this Section. Within five (5) business days from receipt of the application from the office of the city secretary, the City of Lubbock Traffic Operations Department (TOD) shall review the proposed traffic control plans and/or barricade plans for events with:

- (1) Route plans in excess of one block in a residential area; and
- (2) All events involving use of collectors and/or arterials.

The TOD shall review each application and all proposed routes for the following criteria:

- (1) Impact on public safety;
- (2) Interference with known medical emergency personnel traffic routes; and
- (3) The amount of impact to known traffic flow in the route area at the time of day for which the permit is sought.

In the event a route is found to have an undesirable impact on any of the criteria above, the TOD will coordinate with the applicant to make traffic control adjustments and/or find route alternatives. Further, any lane or street closures shall be in conformance with the Texas Manual of Uniform Traffic Control Devices for barricades and traffic control.

If the application is for a parade or demonstration, the route shall be so planned as to not pass through intersections with a traffic volume of more than thirty thousand (30,000) vehicles per day during the hours of 7:30 a.m. to 9:00 a.m., 12:00 noon to 1:00 p.m. or 4:30 p.m. to 6:00 p.m. on weekdays. A current listing of such intersections shall be kept on hand at the office of the city secretary and any applicant shall be notified immediately if his proposed route conflicts with this requirement. (Ordinance 8160, sec. 1, adopted 3/12/1981; 1983 Code, sec. 16-324; Ordinance 8338, sec. 1(e), adopted 7/8/1982; Ordinance 2012-O0032, sec. 1, adopted 4/10/2012)

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#### **Sec. 20.10.036 Security**

Sponsors of parades of more than two (2) hours, or of demonstrations or recreational street uses involving more than one hundred (100) participants, shall be required to provide security for such event upon the basis of one police officer or private security officer for each one hundred (100) persons or twenty-five (25) vehicles expected to attend. In the event that the sponsors desire to use private security officers, they shall be required to furnish written evidence from a state-certified security agency that arrangements have been made to furnish such security officers at the above ratio prior to issuance of a permit. Sponsors may elect to use city police officers for such service upon concurrence of the chief of police and payment for such service prior to issuance of a permit. (Ordinance 8160, sec. 1, adopted 3/12/1981; 1983 Code, sec. 16-325; Ordinance 8338, sec. 1(d), adopted 7/8/1982; Ordinance 10120, sec. 1, adopted 11/19/1998; Ordinance 2012-O0032, sec. 1, adopted 4/10/2012)

#### **Sec. 20.10.037 Fee; costs of security**

Fees for permits shall be set annually in the city's budget ordinance. Fees are nonrefundable and shall be tendered with each application for a permit for a parade, demonstration or recreational street use. The parade, demonstration, or recreational street use sponsors or organizers shall additionally be required to present written evidence that certified private security officers will be in attendance or to pay for the cost of security coverage by city police officers, which shall be the off-duty pay rate for a Lubbock Police Department patrolman for the number of hours such officer(s) shall be required. Such security shall be provided in accordance with the ratio specified in [section 20.10.036](#). (Ordinance 8160, sec. 1, adopted 3/12/1981; 1983 Code, sec. 16-326; Ordinance 8338, sec. 1(f), adopted 7/8/1982; Ordinance 2012-O0032, sec. 1, adopted 4/10/2012)

#### **Sec. 20.10.038 Issuance**

The city secretary shall consider each application individually and shall issue a permit to an applicant whose application complies with [sections 20.10.031](#) and [20.10.034](#) through [20.10.037](#) of this article. (Ordinance 8160, sec. 1, adopted 3/12/1981; 1983 Code, sec. 16-327; Ordinance 8338, sec. 1(g), adopted 7/8/1982; Ordinance 2012-O0032, sec. 1, adopted 4/10/2012)

#### **Sec. 20.10.039 Amendment of application**

Up to ~~ten (10)~~ ~~five (5)~~ days prior to the event, the applicant may amend the application and the city secretary shall make a decision on the application as amended within ~~five (5)~~ ~~two (2)~~ working days after the date of the amendment. Additional fees will apply if an application is amended. (Ordinance 8160, sec. 1, adopted 3/12/1981; 1983 Code, sec. 16-327; Ordinance 8338, sec. 1(g), adopted 7/8/1982; Ordinance 2012-O0032, sec. 1, adopted 4/10/2012)

#### **Sec. 20.10.040 Late application**

In an emergency and for good cause stated in the application, a person or organization may file an application less than ~~fifteen (15)~~ ~~twenty (20)~~ days, but no later than 48 hours before the proposed date of the parade, demonstration or recreational street use for events less than 100 participants or 72 hours for events with more than 100 participants. A non-refundable late fee will apply and will be tendered with the application. The application must be made on a form provided by the office of the city secretary, and will only be accepted Monday through 12 noon on Thursday. -Good cause shall be deemed to be satisfied by a notarized statement that the failure to timely file was due to a cause beyond the knowledge or control of the applicant, which cause shall be stated in such statement. Except for the time of filing, late applications must meet all requirements of [sections 20.10.031](#) and [20.10.034](#) through [20.10.037](#). (Ordinance 8160, sec. 1, adopted 3/12/1981; 1983 Code, sec. 16-329; Ordinance 8338, sec. 1(i), adopted 7/8/1982; Ordinance 2012-O0032, sec. 1, adopted 4/10/2012)

#### **Sec. 20.10.041 Grounds for denial**

The city secretary may deny a permit under this article only under the following circumstances:

- (1) The applicant has failed to supply the information required in [section 20.10.034](#) of this article, or, if applicable, the statement required by [section 20.10.036](#) of this article;
- (2) The applicant refuses to amend the route or time so as to comply with the provisions of [section 20.10.035](#) of this article;
- (3) The applicant has not paid the permit fee required by [section 20.10.037](#) of this article; ~~or~~
- (4) There is another parade, demonstration or recreational street use already scheduled for the same time and place; or
- ~~(5) -~~ The applicant and/or owner of the property has not complied with this article or has had a history of

[noncompliance with the provisions of this article.](#)

(Ordinance 8160, sec. 1, adopted 3/12/1981; 1983 Code, sec. 16-328; Ordinance 8338, sec. 1(h), adopted 7/8/1982; Ordinance 2012-O0032, sec. 1, adopted 4/10/2012)

**Sec. 20.10.042 Appeal of denial**

An applicant who is denied a permit may appeal such denial, in writing, within five (5) days from date of denial, to the permit and license appeal board of the city for hearing in accordance with provisions of [article 2.03, division 3](#), of this code, except that in the case of appeals pursuant to this section, the permit and license appeal board shall hear such appeal as soon as possible and within not more than seven (7) working days of notification to the office of the city secretary. Further, a decision in said matter shall be made by the permit and license appeal board within twenty-four (24) hours of the close of said appeal hearing. The city agrees to expedite judicial determination of the matter in the event the applicant is dissatisfied with the decision of the permit and license appeal board.

(Ordinance 8160, sec. 1, adopted 3/12/1981; 1983 Code, sec. 16-330; Ordinance 8338, sec. 1(j), adopted 7/8/1982; Ordinance 2012-O0032, sec. 1, adopted 4/10/2012)



**Regular City Council Meeting**

**7. 17.**

**Meeting Date:** 08/10/2021

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**Information**

**Agenda Item**

**Ordinance 1st Reading - City Secretary:** Consider an ordinance amending Chapter 14 of the Code of Ordinances, regarding "Noise", by updating permit application requirements; providing a penalty; providing a savings clause; and providing for publication.

**Item Summary**

The Office of the City Secretary is proposing amendments to Section 14.04 of the City of Lubbock Code of Ordinances.

These amendments include:

- Defining the hours when applications will be accepted: Monday through 12:00 noon on Thursday;
- Changing when applications are considered late and how late an application can be submitted for review;
- Adding the requirement for an applicant to submit a Late Application Affidavit if the application is being submitted late; and
- Removing the fees to mirror current practices.

**Fiscal Impact**

None

**Staff/Board Recommending**

Rebecca Garza, City Secretary

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**Attachments**

Ordinance

Code with Revisions

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**ORDINANCE NO. 2021-**

AN ORDINANCE AMENDING CHAPTER 14 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, AMENDING ARTICLE 14.04 "NOISE" BY UPDATING PERMIT APPLICATION REQUIREMENTS AND REVIEW PROCESS; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock deems it in the best interest of the citizens of Lubbock, and for the administration of noise variance permit requests to adopt the following amendments; and

WHEREAS, the City Council of the City of Lubbock, Texas deems it in the best interest of the health, safety, and welfare of the citizens of Lubbock to amend Chapter 14, Article 14.04, Sections 14.04.005(a)-(b) and 14.04.007 of the Code of Ordinances; NOW THEREFORE:

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

Section 1. THAT Sections 14.04.005(a)-(b) and 14.04.007 of the Code of Ordinances of the City of Lubbock, Texas, are hereby amended to read as follows:

**Sec. 14.04.005 Permit of variance—Application; issuance procedures**

(a) Applications for a permit for relief from the noise levels designated in this article may be made to the city secretary. The application must be made on a form provided by the office of the city secretary, and will only be accepted Monday through 12 noon on Thursday. The application must be filed with the city secretary not less than ten (10) nor more than sixty (60) days before the proposed event. Late fees may apply if filed after the stated deadlines. Any permit granted by the city secretary hereunder shall contain all conditions upon which said permit has been granted and shall specify a reasonable time that the permit shall be effective. Any permit granted by the city secretary cannot be assigned or transferred. The city secretary may grant relief as applied for if it is found:

- (1) That additional time is necessary for the applicant to alter or modify the activity or operation to comply with this article; or
- (2) That the activity, operation or noise source will be of temporary duration and cannot be done in a manner that would comply with other provisions of this article; and
- (3) That no other reasonable alternative is available to the applicant; and
- (4) That the city may prescribe any conditions or requirements deemed necessary to minimize adverse effects upon the community or the surrounding neighborhood.

(b) No permit of variance may be issued unless written petition of such request has been circulated to all owners, occupants, or representatives of real property lying within 300 feet from the point of origin where noise will be generated. Such petition shall state the date(s),

nature, location, and length of time requested. Applications for such events as listed in subsection (a) shall be filed with the office of the city secretary no less than ten (10) days nor more than sixty (60) days prior to the date of the event.

A copy of each such written petition shall be provided to the city secretary prior to the date requested for issuance of said permit of variance. Such petition shall state persons for or opposed to such permit. If no objections are received, the city secretary shall issue the requested permit of variance. If one or more objections are received, the city secretary shall apply the standards of subsection (a) in making a determination as to whether a permit of variance shall be issued.

In an emergency and for good cause stated in the application, a person or organization may file an application less than ten (10) days, but no later than 48 hours before the proposed date of the permit of variance. A non-refundable late fee will apply and will be tendered with the application. The application must be made on a form provided by the office of the city secretary, and will only be accepted Monday through 12 noon on Thursday. Good cause shall be deemed to be satisfied by a notarized statement that the failure to timely file was due to a cause beyond the knowledge or control of the applicant, which cause shall be stated in such statement. Except for the time of filing, late applications must meet all requirements of sections 14.04.

**Sec. 14.04.007 Same-Fees**

All associated fees shall be set by the current fiscal budget of the city. If no fee is established by budget ordinance, fees remain the same as those adopted with the last budget. Fees are nonrefundable and shall be tendered with each application for a permit for relief from the noise levels designated in this article.

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

Section 3. 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 this \_\_\_\_ day of \_\_\_\_\_ 2021.

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

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



ATTEST:

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Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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Rebecca Garza, City Secretary

APPROVED AS TO FORM:



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Kelli Leisure, Assistant City Attorney

OrdAmend.NoisePermits  
07-16-21

## ARTICLE 14.04 NOISE\*

### Sec. 14.04.001 Policy

It is the policy of the city to minimize the exposure of citizens to excessive noise and to protect, promote and preserve the public health, comfort, convenience, safety and welfare. It is the express intent of the city to control the level of noise in a manner which promotes commerce and promotes the use, value, and enjoyment of property all within the realm that protects the sleep, peace, comfort, and repose of citizens, and preserves the quality of the environment. (1983 Code, sec. 18-4.1; Ordinance 2006-O0103, sec. II, adopted 10/13/2006; Ordinance 2012-O0084, sec. 1, adopted 8/23/2012)

### Sec. 14.04.002 Administration

(a) The provisions of this article shall be administered by and under direction of the city secretary.

(b) The city secretary shall have the authority to:

(1) Oversee the general administration of this chapter, including but not limited to, the permit decision-making process;

(2) Make necessary inspections and tests with proper authorization or permission from the owner of any private property or place; and

(3) Make or require any investigations or studies which are necessary to determine if compliance can be achieved and require noise attenuation measures in accordance with the findings of such investigations or studies for the purpose of determining compliance with this article.

(1983 Code, sec. 18-4.2; Ordinance 2006-O0103, sec. II, adopted 10/13/2006; Ordinance 2012-O0084, sec. 1, adopted 8/23/2012)

### Sec. 14.04.003 Prohibited noises

(a) This section shall not be construed to include any activities or actions:

(1) At public or private educational facilities;

(2) Undertaken by a governmental entity, on or using its owned or leased property; or

(3) Authorized by the city at the amphitheater located in Mackenzie Park.

(b) Unless a permit of variance is first obtained from the city, the following sounds are hereby determined to be specific noises which can constitute a noise disturbance.

(1) Animals. Owning, keeping, possessing, or harboring any animal or animals which, by frequent or habitual noisemaking, unreasonably disturbs or interferes with the sleep, peace, comfort, or repose of neighboring persons of ordinary sensibilities. The provisions of this subsection shall apply to all private facilities, including but not limited to any private or commercial animal shelters or kennels, which hold or treat animals.

(2) Radios, television sets, musical instruments, and similar devices. Operating or permitting to be operated in a fixed or movable position or mounted upon or within any vehicle in or upon any street, alley, sidewalk, park, place, or public or private property any radio receiving set, musical instrument, television, phonograph, drum, or other machine or device for the production or reproduction of sound or vibrations in such a manner as to unreasonably disturb or interfere with the sleep, peace, comfort, or repose of neighboring persons of ordinary sensibilities.

(3) Exterior loudspeakers. Operating or permitting to be operated any loudspeaker or sound-amplifying equipment in a fixed or movable position in or upon any street, alley, sidewalk, park, place, or public or private property for the purpose of commercial advertising, giving instructions, directions, talks, addresses, lectures, or transmitting music to any persons or assemblages of persons in such a manner as to unreasonably disturb or interfere with the sleep, peace, comfort, or repose of neighboring persons of ordinary sensibilities.

(4) Construction work. Operating or permitting to be operated any equipment used in commercial construction, repair, alteration, or demolition work on buildings, structures, streets, alleys, or appurtenances thereto, between the hours of 10:00 p.m. and 6:00 a.m. the following day, or in such a manner as to unreasonably disturb or interfere with the sleep, peace, comfort, and repose of

neighboring persons of ordinary sensibilities.

(5) Power equipment. Operating or permitting to be operated any power equipment in residential zones outdoors between the hours of 10:00 p.m. and 6:00 a.m. the following day, or in such a manner as to unreasonably disturb or interfere with the sleep, peace, comfort, or repose of neighboring persons of ordinary sensibilities.

(6) Power equipment - inflatable play equipment. Operation of an electrical generator to power inflatable play equipment in residential zones and/or city parks in such a manner as to unreasonably disturb or interfere with the sleep, peace, comfort, or repose of neighboring persons of ordinary sensibilities.

(7) Places of public entertainment. Operating or permitting to be operated in any place of public entertainment any loudspeaker or other source of sound which produces, at a point that is normally occupied by the customer, maximum sound pressure levels of 100 dBA as read on a sound level meter, unless a conspicuous and legible sign is posted near each public entrance stating: "Warning Sound Levels Within May Cause Permanent Hearing Impairment." This provision shall not be construed to allow the operation of any loudspeaker or other source of sound in such a manner as to unreasonably disturb or interfere with the sleep, peace, comfort, or repose of neighboring persons of ordinary sensibilities.

(8) Mechanical devices. Operating or permitting to be operated, any mechanical, electrical, or electronic device in a residential area between the hours of 10:00 p.m. and 6:00 a.m. the following day, or in such a manner as to unreasonably disturb or interfere with the sleep, peace, comfort, or repose of neighboring persons of ordinary sensibilities.

(9) Emergency signaling devices. The intentional sounding or permitting the sounding outdoors of any fire, burglar or civil defense alarm, siren, whistle, or similar stationary emergency signaling device for more than five minutes during any consecutive 60-minute period in such a manner as to unreasonably disturb or interfere with the sleep, peace, comfort, or repose of neighboring persons of ordinary sensibilities, except for those exemptions outlined in this article. Nothing herein shall be construed to authorize the operation of any emergency signaling device in violation of [article 8.11](#) (burglar and robbery alarms) of this code.

(10) Other prohibited sound levels. Any emanations of the human voice or noise from any other source, including but not limited to fireworks, motor vehicle horns or other noise-creating object, device or equipment, whether amplified or not, which unreasonably disturbs or interferes with the sleep, peace, comfort, or repose of neighboring persons of ordinary sensibilities.

(1983 Code, sec. 18-4.3; Ordinance 2006-O0103, sec. II, adopted 10/13/2006; Ordinance 2012-O0084, sec. 1, adopted 8/23/2012; Ordinance 2015-O0050, sec. 1, adopted 5/28/2015)

#### **Sec. 14.04.004 Motor vehicle noise**

(a) Modifications to motor vehicles. No person shall operate or cause to be operated any motor vehicle, unless the vehicle is equipped with an exhaust system which includes a tailpipe and resonator where the original vehicle design included a tailpipe and resonator. Such exhaust system shall be:

(1) Equipped with a muffler which is in good working order (free of damage to the baffles contained in the muffler and is in constant operation); and

(2) Not equipped with any cut out, bypass or similar device.

(b) Tire noise. It is unlawful for any person to operate a motor vehicle in such a manner as to cause or allow to be emitted squealing, screeching or other such sound from the tires in contact with the ground because of rapid acceleration or excessive speed around corners or other such reason; provided that sound resulting from emergency braking to avoid imminent danger shall be exempted from this subsection.

(c) Off-highway motor vehicles. No person shall operate or permit to be operated any motorized vehicle off a public right-of-way in such a manner as to unreasonably disturb or interfere with the sleep, peace, comfort, or repose of neighboring persons of ordinary sensibilities.

(1983 Code, sec. 18-4.4; Ordinance 2006-O0103, sec. II, adopted 10/13/2006; Ordinance 2012-O0084, sec. 1, adopted 8/23/2012)

#### **Sec. 14.04.005 Permit of variance—Application; issuance procedures**

(a) Applications for a permit for relief from the noise levels designated in this article may be made to the city secretary. The application must be made on a form provided by the office of the city secretary, and will only be accepted Monday through 12 noon on Thursday. The application must be filed with the city secretary not less than ten (10) nor more than sixty (60) days before the proposed event. Late fees may apply if filed after the stated deadlines. Any permit granted by the city secretary hereunder shall contain all conditions upon which said permit has been granted and shall specify a reasonable time that the permit shall be effective. Any permit granted by the city secretary cannot be assigned or transferred. The city secretary may grant relief as applied for if it is found:

- (1) That additional time is necessary for the applicant to alter or modify the activity or operation to comply with this article; or
- (2) That the activity, operation or noise source will be of temporary duration and cannot be done in a manner that would comply with other provisions of this article; and
- (3) That no other reasonable alternative is available to the applicant; and
- (4) That the city may prescribe any conditions or requirements deemed necessary to minimize adverse effects upon the community or the surrounding neighborhood.

(b) No permit of variance may be issued unless written petition of such request has been circulated to all owners, occupants, or representatives of real property lying within 300 feet from the point of origin where noise will be generated. Such petition shall state the date(s), nature, location, and length of time requested; ~~and shall be issued not less than seven days prior to the date of permit variances for one-time events (less than a 24-hour period).~~ Applications for such events as listed in subsection (a) shall be filed with the office of the city secretary no less than five-ten (510) days nor more than sixty (60) days prior to the date of the event. ~~Late fees may apply if filed after the stated deadlines.~~

~~Permit of variances for greater than a 24-hour period, or for repetitive days may not be issued unless written petition of such request has been circulated to all owners, occupants, or representatives of real property lying within 300 feet of the point of origin where noise will be generated; and includes the nature, location, and the length of time requested. The written petition must be circulated fourteen days prior to the date of the event by the applicant. Applications for such events shall be filed with the office of the city secretary no less than ten (10) days prior to the date of the event. Late fees may apply if filed after the stated deadline.~~

A copy of each such written petition shall be provided to the city secretary prior to the date requested for issuance of said permit of variance. Such petition shall state persons for or opposed to such permit. If no objections are received, the city secretary shall issue the requested permit of variance. If one or more objections are received, the city secretary shall apply the standards of subsection (a) in making a determination as to whether a permit of variance shall be issued.

In an emergency and for good cause stated in the application, a person or organization may file an application less than ten (10) days, but no later than 48 hours before the proposed date of the permit of variance. A non-refundable late fee will apply and will be tendered with the application. The application must be made on a form provided by the office of the city secretary, and will only be accepted Monday through 12 noon on Thursday. Good cause shall be deemed to be satisfied by a notarized statement that the failure to timely file was due to a cause beyond the knowledge or control of the applicant, which cause shall be stated in such statement. Except for the time of filing, late applications must meet all requirements of sections 14.04.

(c) The city may require a noise study to be performed in order to evaluate the impact of a proposed permit of variance. Such study must be performed to conduct noise evaluations and studies of the impact of noise. In the event such a study is necessary, the applicant shall be notified in writing of such requirement. The applicant shall be responsible for the expense of any study.

(1983 Code, sec. 18-4.5; Ordinance 2006-O0103, sec. II, adopted 10/13/2006; Ordinance 2007-O0095, secs. 1, 2, adopted 9/27/2007; Ordinance 2012-O0084, sec. 1, adopted 8/23/2012)

**Sec. 14.04.006 Same—Rescheduling following approval and issuance**

The grantee of a permit of variance must notify the office of the city secretary no later than 24 hours prior to the rescheduling of the permitted activity. Weekends will not be included in the 24-hour time period. Said notice must be given to the office of the city secretary during its normal hours of operation. Subsequent to the aforementioned, recirculation of the written petition must be completed, by the grantee, to all owners, occupants, or representatives of real property lying within 300 feet of the point of origin where noise will be generated; and includes the nature,

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location, and the length of rescheduled time requested within 3 days. The written petition shall be submitted within 3 days after the request for rescheduling has been accepted. The city secretary then shall make a determination of approval/denial for rescheduling as per [section 14.04.005](#). (Ordinance 2012-O0084, sec. 1, adopted 8/23/2012)

**Sec. 14.04.007 Same–Fees**

All associated fees shall be set by the current fiscal budget of the city. If no fee is established by budget ordinance, ~~fees remain the same as those adopted with the last budget, a minimum fee of fifty dollars (\$50.00) for the administrative costs of processing the permit of variance shall be required. Fees are nonrefundable and shall be tendered with each application for a permit for relief from the noise levels designated in this article.~~ (1983 Code, sec. 18-4.6; Ordinance 2006-O0103, sec. II, adopted 10/13/2006; Ordinance 2012-O0084, sec. 1, adopted 8/23/2012)

**Sec. 14.04.008 Same–Appeal of disapproval**

Any individual who is aggrieved by the disapproval of a variance permit by the city secretary may appeal in writing to the permit and license appeal board and state any information to support his/her claim not later than ten (10) days after the disapproval or denial. All appeals shall be heard by the permit and license appeal board in accordance with [section 2.03.073](#) of this code. (1983 Code, sec. 18-4.7; Ordinance 2006-O0103, sec. II, adopted 10/13/2006; Ordinance 2007-O0095, sec. 3, adopted 9/27/2007; Ordinance 2012-O0084, sec. 1, adopted 8/23/2012)

**Sec. 14.04.009 Exceptions**

Nothing herein shall be construed as prohibiting, limiting or restricting the activities of any governmental entity holding events on its owned or leased property or any public utility. (1983 Code, sec. 18-4.8; Ordinance 2006-O0103, sec. II, adopted 10/13/2006; Ordinance 2012-O0084, sec. 1, adopted 8/23/2012)

**Sec. 14.04.010 Penalty**

A violation of any of the provisions of this article shall constitute a misdemeanor and, upon conviction thereof, shall be punishable by a fine not to exceed five hundred dollars (\$500.00). Each day a violation is committed or continues shall constitute and be punishable as a separate offense. (Ordinance 2012-O0084, sec. 1, adopted 8/23/2012)



## Regular City Council Meeting

7. 18.

Meeting Date: 08/10/2021

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### Information

#### Agenda Item

**Ordinance 2nd Reading - City Secretary:** Consider Ordinance No. 2021-00095, calling a bond election to be held within the City of Lubbock, Texas; making provisions for the conduct and the giving of notice of the election; and containing other provisions related thereto.

#### Item Summary

On August 4, 2021, the City Council approved the first reading of the ordinance.

This is for the purpose of calling a bond election to submit a proposition, to the voters of Lubbock, as recommended by the Future Needs Committee. The general obligation bonds would provide funding for permanent public improvements to acquire, construct and reconstruct street improvements, including but not limited to sidewalks, utility line relocation and traffic signalization, necessary and related storm drainage facilities and the acquisition of and rights-of-way therefor. As required by Section 1251.052, Texas Government Code, this Voter Information Document has been prepared for Proposition A submitted to voters pursuant to an Ordinance Calling a Bond Election to be Held Within the City of Lubbock, Texas; Making Provisions for the Conduct and the Giving of Notice of the Election; and Containing Other Provisions Related Thereto (the "Bond Election Ordinance"). The estimates contained in this Voter Information Document are (i) based on certain assumptions (including the major assumptions listed above and assumptions concerning prevailing market and economic conditions at the time(s) of issuance of the bonds) and derived from projections obtained from the City's financial advisor, (ii) subject to change to the extent that actual facts, circumstances and conditions prevailing at the time that the bonds are issued differ from such assumptions and projections, (iii) provided solely in satisfaction of the requirements of Section 1251.052, Texas Government Code, and for no other purpose, without any assurance that such projections will be realized, and (iv) not intended to (and expressly do not) give rise to a contract with voters or limit the authority of the City to issue bonds in accordance with Proposition A submitted by the City's Bond Election Ordinance.

#### Fiscal Impact

The aggregate principal amount of all Bonds issued pursuant to this ordinance shall not exceed \$174,575,000.

#### Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

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### Attachments

Bond Election Ordinance

Ex. A - Election Day Locations

Ex. B - Early Voting Locations



Ex. C - Voter Information Document

Ex. D - Judges & Alternates

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**Ordinance No. 2021 – O \_\_\_\_**

**AN ORDINANCE CALLING A BOND ELECTION TO BE HELD WITHIN THE CITY OF LUBBOCK, TEXAS; MAKING PROVISIONS FOR THE CONDUCT AND THE GIVING OF NOTICE OF THE ELECTION; AND CONTAINING OTHER PROVISIONS RELATED THERETO**

STATE OF TEXAS           §  
COUNTY OF LUBBOCK   §  
CITY OF LUBBOCK       §

WHEREAS, the City Council (the “City Council”) of the City of Lubbock, Texas (the “City”) is authorized and has determined to call an election to submit a proposition to voters in the City to determine whether the City Council shall be authorized to issue bonds of the City in the amounts and for the purposes hereinafter set forth; and

WHEREAS, the City will enter into one or more Election Agreements (collectively, the “Election Agreement”) with Lubbock County, Texas (the “County”), by and through the county election officer (the “Administrator”), and possibly other political subdivisions, in accordance with the laws of the State of Texas (the “State”) and applicable federal law; and

WHEREAS, the City Council finds and declares that the meeting at which this Ordinance is considered is open to the public, and that the public notice of the time, place and purpose of the meeting was given, as required by Chapter 551, Texas Government Code, as amended. Now, therefore:

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

Section 1. Findings. The statements contained in the preamble of this Ordinance are true and correct and are hereby adopted as findings of fact and as a part of the operative provisions hereof.

Section 2. Election Ordered; Date; Proposition. An election (the “Election”) shall be held for and within the City on Tuesday, November 2, 2021 (“Election Day”), in accordance with the Texas Election Code (the “Code”) and other applicable law. At the Election, the following proposition (the “Proposition”) shall be submitted to the qualified voters of the City in accordance with law:

**CITY OF LUBBOCK, TEXAS - PROPOSITION A**

“Shall the City Council of the City of Lubbock, Texas, be authorized to issue general obligation bonds of the City in the amount of \$174,575,000 for the purpose of providing funds for permanent public improvements, to wit: to acquire, construct and reconstruct street improvements, including but not limited to sidewalks, utility line relocation and traffic signalization, necessary and related storm drainage facilities and the acquisition of land and rights-of-way therefor; said bonds to mature serially over a period of not to exceed forty (40) years from their date, to be

issued in such installments and sold at any price or prices and to bear interest at any rate or rates as shall be determined within the discretion of the City Council under laws in effect at the time of issuance, and to provide for the payment of the principal of and interest on said bonds by levying a tax sufficient to pay the annual interest on and to create a sinking fund sufficient to redeem said bonds as they become due?"

Section 3. Official Ballot. The official ballot for the Election shall be prepared in accordance with and conform to the requirements of the Code so as to permit the electors to vote "FOR" or "AGAINST" the aforesaid Proposition which shall be set forth on the ballot substantially in the following form:

**CITY OF LUBBOCK, TEXAS - PROPOSITION A**

- |                                  |   |   |
|----------------------------------|---|---|
| <input type="checkbox"/> FOR     | ) | The issuance of \$174,575,000 general obligation bonds for  |
|                                  | ) | street improvements, and the imposition of taxes sufficient |
| <input type="checkbox"/> AGAINST | ) | to pay the principal of and interest on the bonds.          |

Section 4. Persons Qualified to Vote. All resident, qualified electors of the City shall be eligible to vote at the Election.

Section 5. Election Voting Locations and Voting Hours on Election Day. The Election Day polling places shall be as shown in **Exhibit A** to this Ordinance. **Exhibit A** shall be modified to reflect any alterations or changes in or additions to polling places required to conform to the Code or the Election Agreement or as directed by the City Secretary of the City (the "City Secretary"). On Election Day, all electors shall vote a ballot appropriate for the precinct of their residence and each elector may vote at any Countywide Polling Place (Vote Center) shown on **Exhibit A**, as provided for in Section 43.007 of the Code. On Election Day, the polls shall be open from 7:00 a.m. to 7:00 p.m.

Section 6. Early Voting Locations, Dates and Times. Early voting by personal appearance shall be held at the locations, at the times and on the days set forth in **Exhibit B**, or at such other locations as hereafter may be designated by the City Secretary. During the time period for early voting by personal appearance, all electors shall vote a ballot appropriate for the precinct of their residence at any location shown on **Exhibit B**. **Exhibit B** shall be modified to reflect any alterations or changes in or additions to early voting polling places or times for early voting required to conform to the Code or the Election Agreement or as directed by the City Secretary.

The Administrator is hereby designated as the Early Voting Clerk. The Administrator's contact information/delivery addresses for applications for ballots to be voted by mail and other matters related to the Election is as follows:

Ms. Roxzine Stinson  
**Official Mailing Address:** Lubbock County Elections Administrator  
P.O. Box 10536, Lubbock  
Texas 79408  
**Physical Address:** Lubbock County Elections Administrator  
1308 Crickets Avenue  
Lubbock, TX 79401  
**E-mail Address:** [votelubbock@lubbockcounty.gov](mailto:votelubbock@lubbockcounty.gov)  
**Phone Number:** (806) 775-1339  
**Fax Number:** (806) 775-7980  
**Website Address:** <https://www.votelubbock.org/>.

Section 7. Appointment of Election Officers. The persons named in **Exhibit D** hereto are hereby appointed judges and alternate judges. Prior to the Election Day, clerks and other personnel necessary for conducting the Election will be appointed by the City Secretary, and the election judges and alternate judges may be changed, pursuant to decisions of the City Secretary. The Administrator shall be responsible for establishing the central counting station for the ballots cast in such election and appointing the personnel necessary for such station. The City Council hereby authorizes the City Secretary to appoint any such other officials not designated herein as are necessary and appropriate to conduct the Election in accordance with the Code.

Each presiding judge is authorized to appoint the number of clerks authorized by the City Secretary, which number shall not be less than two (2) clerks or more than six (6) clerks. The alternate judges shall serve as presiding judges in the event that the regularly appointed presiding judge is unable to serve. The alternate judges shall be appointed by the presiding judge to serve as one of the clerks in the event that the regularly appointed presiding judge conducts the Election.

Section 8. Notice of Election. Notice of the Election shall be given in the manner required by the Code and other applicable law. The City's website may be accessed at the following address: <https://ci.lubbock.tx.us/>. To the extent required by law, notice of the Election shall include such address.

Section 9. Bilingual Election Materials. All notices, instructions, and ballots pertaining to the Election shall be furnished to voters in both English and Spanish and persons capable of acting as translators in both English and Spanish shall be made available to assist Spanish language speaking voters in understanding and participating in the election process.

Section 10. Conduct of Election; Voting Machine. The Election shall be conducted by election officers, including the election judges and alternate judges or clerks appointed by the City Secretary, in accordance with the Election Agreements, the Code and the Constitution and laws of the State and the United States of America. The Mayor and the City Secretary are authorized to enter into, execute and deliver one or more Election Agreements, in accordance with applicable provisions of the Code. The terms and provisions of each Election Agreement are hereby incorporated into this Ordinance. To the extent of any conflict between this Ordinance and an Election Agreement, the terms and provisions of the Election Agreement shall prevail, and the Mayor and the City Secretary are authorized to make such corrections, changes, revisions and modifications to this Ordinance, including the exhibits hereto, as are deemed necessary or

appropriate to conform to the Election Agreement, to comply with applicable State and federal law and to carry out the intent of the City Council, as evidenced by this Ordinance.

In accordance with the Chapter 123 of the Code, an accessible electronic voting system shall be used for the Election, including early voting. At least one accessible voting device approved and certified by the Texas Secretary of State shall be provided in each polling place and in every polling location used to conduct the Election. Said approved and certified accessible electronic voting system shall be supplied for the Election by the County, acting by and through the Administrator. The sealed ballot box procedure established by Subchapter C, Chapter 127, of the Code, shall be used for the Election.

Section 11. Necessary Actions. The Mayor and the City Secretary, in consultation with the City Attorney and/or bond counsel, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code and the Federal Voting Rights Act in carrying out and conducting the Election, whether or not expressly authorized herein.

Section 12. Mandatory Disclosure of Information.

(a) Pursuant to Section 3.009 of the Code: (i) the proposition language that will appear on the ballot is set forth in Section 3 of this Ordinance, (ii) the purposes for which the bonds are to be authorized are set forth in Section 2 of this Ordinance, (iii) the principal amount of bonds to be authorized is set forth in Section 2 of this Ordinance, (iv) if the issuance of bonds is authorized by voters, taxes sufficient, within the limits prescribed by law, to pay the principal of and interest on the bonds may be imposed, as set forth in Section 2 of this Ordinance, (v) bonds authorized pursuant to this Ordinance may be issued to mature over a specified number of years (not to exceed the lesser of forty (40) years from the date of issuance or the maximum number of years authorized by law) and bearing interest at the rate or rates (not to exceed 15%), as authorized by law and determined by the City Council, (vi) as of the date of the adoption of this Ordinance, the aggregate amount of outstanding principal of the City's debt obligations is \$243,061,286, and the aggregate amount of outstanding interest on the City's debt obligations is \$66,118,999 and (vii) the City's ad valorem debt service tax rate as of the date of adoption of this Ordinance is \$0.12043 per \$100 of taxable property. The City's debt obligations that are budgeted for payment and paid from nontax revenue sources are designated as self-supporting and excluded from the aggregate amount of outstanding principal and interest on the City's debt obligations described in the preceding sentence.

(b) Based upon market conditions as of the date of this Ordinance, the maximum interest rate for any series of the bonds is estimated to be 4.75%. Such estimated maximum interest rate is provided as a matter of information but is not a limitation on the interest rate at which the bonds, or any series thereof, may be sold. In addition, the estimate contained in this subsection (b) is (i) based on certain assumptions (including assumptions concerning prevailing market and economic conditions at the time(s) of issuance of the bonds) and derived from projections obtained from the City's financial advisor, (ii) subject to change to the extent that actual facts, circumstances and conditions prevailing at the time that the bonds are issued differ from such assumptions and projections, (iii) provided solely in satisfaction of the requirements of Section 3.009 of the Code, and for no other purpose, without any assurance that such projections will be realized, and (iv) not

intended to give rise to a contract with voters or limit the authority of the City Council to issue bonds in accordance with the Proposition submitted by this Ordinance.

Section 13. Severability. If for any reason any section, paragraph, subdivision, clause, phrase, word, or provision of this Ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word, or provision of this Ordinance, for it is the definite intent of the City Council that every section, paragraph, subdivision, clause, phrase, work, or provision hereof be given full force and effect for its purpose.

Section 14. Effective Date. Pursuant to the provisions of Section 1201.028, Texas Government Code, this Ordinance shall be effective immediately upon adoption.

*[Signature page follows]*



PRESENTED, FINALLY PASSED AND APPROVED, AND EFFECTIVE on the 10th day of August, 2021, at a regular meeting of the City Council of the City of Lubbock, Texas.

\_\_\_\_\_  
DANIEL M. POPE, Mayor

ATTEST:


\_\_\_\_\_  
REBECCA GARZA, City Secretary

[SEAL]

APPROVED AS TO CONTENT:

By:   
\_\_\_\_\_  
D. BLU KOSTELICH, Chief Financial Officer

APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
JERRY V. KYLE, JR., Bond Counsel

**City of Lubbock & Lubbock County Special Elections**  
*(Elecciones Especiales de la ciudad de Lubbock y del Condado de Lubbock)*

**Vote Center Locations (Lugares de Centros de Votación)**  
**Tuesday, November 2, 2021 (martes 2 de noviembre de 2021)**  
**7:00 A.M. – 7:00 P.M.**

\*\*\*American Sign Language Interpreters available \*\*\**Intérpretes de Lenguaje de Señas disponible*

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**Abernathy City Hall – 811 Avenue D (Community Room), Abernathy, 79311**  
*(Alcaldía de Abernathy – 811 avenida D, Abernathy, salón comunitario)*

**Bacon Heights Baptist Church – 5110 54th St (2 Commons Room), Lubbock, 79414**  
*(Iglesia Bautista Bacon Heights – 5110 calle 54, 2 Salón Comunal)*

**Broadview Baptist Church – 1302 N Frankford Ave (Fellowship Hall), Lubbock, 79416**  
*(Iglesia Bautista Broadview – 1302 Avenida Frankford Norte, sala de compañerismo)*

**Broadway Church of Christ – 1924 Broadway (Foyer) Lubbock, 79401**  
*(Iglesia de Cristo Broadway – 1924 calle Broadway, Vestíbulo)*

**Byron Martin ATC – 3201 Avenue Q (Entry Hall), Lubbock, 79411\*\*\***  
*(Byron Martin ATC – 3201 Avenida Q, vestíbulo de entrada) \*\*\**

**Calvary Baptist Church – 5301 82nd St (Mall Area), Lubbock, 79424\*\*\***  
*(Iglesia Bautista Calvario – 5301 Calle 82, área de la plaza) \*\*\**

**Carmona-Harrison Elementary – 1910 Cesar E. Chavez Drive, Lubbock, 79415**  
*(Primaria Carmona-Harrison – 1910 Cesar E. Chavez Drive, Lubbock)*

**Casey Administration Building – 501 7th St (Room No. 104), Wolfforth, 79382**  
*(Edificio de Administración Casey – 501 Calle 7, Salón No. 104, Wolfforth)*

**Catholic Diocese – 4620 4th St, Lubbock, 79416 (Archbishop Michael J Sheehan Hall)**  
*(Diócesis Católica – 4620 Calle 4, Salón del Arzobispo Michael J Sheehan)*

**Cavazos Middle School – 210 N University Ave (Gym), Lubbock, 79415**  
*(Escuela Secundaria Menor Cavazos – 210 Avenida Universidad Norte, gimnasio)*

**Celebration Christian Center – 8001 Upland Ave (Sanctuary), Lubbock, 79424**  
*(Centro Cristiano de Celebración – 8001 Avenida Upland, Santuario)*

**Church on the Rock – 10503 Slide Rd (Café Area), Lubbock, 79424**  
*(Iglesia Sobre la Roca – 10503 Slide Rd, área del café)*

**Copper Rawlings Senior Center – 213 40th (Social Hall) Street, Lubbock, 79404**  
*(Centro para personas mayores de Copper Rawlings – 213 calle 40, Salón Social)*

**Elks Lodge No. 1348 – 3409 Milwaukee Ave (Lodge Hall), Lubbock, 79407**  
*(Elks Lodge Núm. 1348 – 3409 Avenida Milwaukee, vestíbulo)*

**First Assembly of God Church – 3801 98th St (Classroom), Lubbock, 79423**  
*(Primera Iglesia Asambleas de Dios – 3801 Calle 98, salón de clase)*

**Green Lawn Church of Christ – 5701 19th St (Entry Hall), Lubbock, 79407**

*(Iglesia de Cristo Green Lawn – 5701 Calle 19, vestíbulo de entrada)*

**Heritage Middle School – 6110 73rd Street (Library), Lubbock, 79424**

*(Escuela Intermedio Heritage – 6110 Calle 73, biblioteca)*

**Hodges Community Center – 4011 University Ave (Social Hall), Lubbock, 79413**

*(Centro Social Hodges – 4011 Avenida Universidad, Salón Social)*

**Idalou Community Center – 202 W 7th St, Idalou, 79329**

*(Centro Social de Idalou – 202 Calle 7 Oeste, Idalou)*

**Lubbock-Cooper North Elementary School – 3202 108th St (Gym), Lubbock, 79423**

*(Escuela Primaria Lubbock-Cooper North – 3202 Calle 108, gimnasio)*

**Lubbock-Cooper Performing Arts Center (PAC) (Foyer) – 910 Woodrow Rd, Lubbock, 79423**

*(Centro de Artes Escénicas de Lubbock-Cooper (CAE) – 910 Calle Woodrow, vestíbulo)*

**Mae Simmons Community Center – 2004 Oak Avenue (Activity Room), Lubbock, 79403**

*(Central Social Mae Simmons – 2004 Avenida Oak, salón de actividades)*

**Mattress Firm – 6707 Slide Rd (Breakroom), Lubbock, 79424**

*(Mattress Firm – 6707 carretera Slide, salón de descanso)*

**New Deal Community Clubhouse – 309 S Monroe Ave, New Deal, 79350**

*(Centro Social de New Deal – 309 Avenida Monroe Sur, New Deal)*

**Parsons Elementary – 2811 58th St (Gym), Lubbock, 79413**

*(Escuela Primaria Parsons – 2811 Calle 58, gimnasio)*

**Patterson Library – 1836 Parkway Dr. (Community Room), Lubbock, 79403**

*(Biblioteca Patterson – 1836 Avenida Parkway, salón comunitario)*

**Judge/Juez:** Sharon Kirkwood; **Alternate Judge/Juez:** Beatrice “Penny” Morin

**Roberts Elementary School – 7901 Avenue P (Gym), Lubbock, 79423**

*(Escuela Primaria Roberts – 7901 Avenida P, gimnasio)*

**Roosevelt Community Clubhouse – 1408 CR 3300, Lubbock, 79403**

*(Centro Social de Roosevelt – 1408 CR 3300)*

**Roscoe Wilson Elementary School – 2807 25th St (Gym), Lubbock, 79410**

*(Escuela Primaria Roscoe Wilson – 2807 Calle 25, gimnasio)*

**Shallowater Community Center – 902 Avenue H, Shallowater, 79363**

*(Centro Social de Shallowater – 902 Avenida H, Shallowater)*

**Slaton ISD Administration Office – 140 E Panhandle (Board Room), Slaton, 79364** *(Oficinas*

*Administrativas Distrito Escolar Independiente de Slaton – 140 Calle Panhandle Este, sala de juntas)*

**South Plains Church of Christ – 6802 Elkhart Ave (Gym Area), Lubbock, 79424**

*(Iglesia de Cristo South Plains – 6802 Avenida Elkhart, área del gimnasio)*

**Sunset Church of Christ, (Powerhouse) – 3625 34th St, Lubbock, 79410**  
(*Iglesia de Cristo Sunset, Powerhouse – 3625 Calle 34*)

**Sutherlands HomeBase – 3701 50th St (Near Lighting Section), Lubbock, 79413**  
(*Sutherlands HomeBase – 3701 Calle 50, cerca de la sección de iluminación*)

**Terra Vista Middle School – 1111 Upland Ave (Library), Lubbock, 79416**  
(*Escuela Intermedio Terra Vista – 1111 Avenida Upland, biblioteca*)

**Texas Tech Univ. Library – 2802 18th St – TTU Campus (South Croslin), Lubbock, 79409**  
(*Biblioteca de Texas Tech – 2802 Calle 18 – Campus de TTU, South Croslin*)

**November 2, 2021, City of Lubbock & Lubbock County Special Elections**  
**(2 de noviembre de 2021, Elecciones Especiales de la ciudad de Lubbock y del condado de Lubbock)**

**NOTICE OF EARLY VOTING**  
**AVISO DE VOTACIÓN ANTICIPADA**

Early Voting by personal appearance will be conducted at  
**ALL EARLY POLLING LOCATIONS ON THE DATES, TIMES, AND LOCATIONS LISTED BELOW:**

*La votación anticipada en persona se llevará a cabo en:*

*TODOS LOS SITIOS DE VOTACIÓN ANTICIPADA EN LAS FECHAS, HORARIOS Y LUGARES INDICADOS A CONTINUACIÓN:*

**EARLY VOTING DATES: Monday, October 18 – Friday, October 29, 2021**  
**(Fecha de Votación Adelantada: lunes, 18 de octubre – viernes, 29 de octubre, 2021)**

**Main Early Voting Polling Place**

*Lugar principal de la votación anticipada*

**Lubbock County Elections Office**

*Oficina de Elecciones del Condado de Lubbock*

1308 Crickets Ave, Lubbock, TX 79401

1308 avenida Crickets

Room: Public Room

Sala: *salón público*

Dates: Mon, October 18 – Fri, October 29

*Fechas: lunes, 18 de octubre – viernes, 29 de octubre*

Times: 8:00 AM - 8:00 PM  
*horas:*

**EXCEPT Sunday, October 24**  
***MENOS el domingo, 24 de octubre***

**1:00 PM - 6:00 PM**

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**Early Voting Branch Polling Places**  
***Votacion Anticipada en los Sitios de Votacion Auxiliares***

\*\*\*\*\*

**United Supermarkets**

**All Locations listed below:**

**United** - 2630 Parkway Dr., Lubbock, TX 79403 (*Parkway & Beech Ave*)

Dates: Mon, October 18 – Fri, October 29

*Fechas: lunes, 18 de octubre – viernes, 29 de octubre*

**United** - 401 Slide Road, Lubbock, TX 79416 (*4th & Slide*)

Times: 8:00 AM - 8:00 PM  
*horas:*

**EXCEPT Sunday, October 24**  
***MENOS el domingo, 24 de octubre***

**United** - 6313 4th St., Lubbock, TX 79416 (*4th & Milwaukee*)

**United** - 1701 50th St., Lubbock, TX 79412 (*50th & Avenue Q*)

**1:00 PM - 6:00 PM**

**United** - 2703 82nd St., Lubbock, TX 79423 (*82nd & Boston Ave*)

**United** - 8010 Frankford Ave., Lubbock, TX 79424 (*82nd & Frankford*)

**United** - 12815 Indiana Ave., Lubbock, TX 79423 (*130th & Indiana*)

**United** - 13110 Slide Rd, Lubbock, TX 79424 (*114th & Slide*)

**Amigos** - 112 N University Ave., Lubbock, TX 79415 (*University & Auburn*)

**Market Street** - 4425 19th St., Lubbock, TX 79407 (*19th & Quaker*)

**Market Street** - 3405 50th St., Lubbock, TX 79413 (*50th & Indiana*)

**Market Street** - 4205 98th St., Lubbock, TX 79423 (*98th & Quaker*)

**Abernathy City Hall**

*Alcaldía de Abernathy*

811 Avenue D  
*811 Avenida D*

Room: Community Room  
*Sala: Salón comunitario*  
Abernathy, 79311

Dates: Mon, October 18 – Fri, October 29  
Fechas: *lunes, 18 de octubre – viernes, 29 de octubre*

Times: 8:00 AM - 8:00 PM  
Horario:

**EXCEPT Sunday, October 24**  
***MENOS el domingo, 24 de octubre***  
**1:00 PM - 6:00 PM**

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**Casey Administration Building**

*Edificio de Administración Casey*

501 7th Street  
*501 Calle 7*

Room: Room No. 104  
*Sala: Salón No. 104*  
Wolfforth, 79382

Dates: Mon, October 18 – Fri, October 29  
Fechas: *lunes, 18 de octubre – viernes, 29 de octubre*

Times: 8:00 AM - 8:00 PM  
Horario:

**EXCEPT Sunday, October 24**  
***MENOS el domingo, 24 de octubre***  
**1:00 PM - 6:00 PM**

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**Citizens Tower**

*Citizens Tower*

1314 Avenue K, 1st Floor, Lubbock, TX 79401  
*1314 avenida k*

Room: Lobby  
*Sala: vestíbulo*

Dates: Mon, October 18  
*Fecha: lunes, 18 de octubre*

Hours: 8:00 AM - 5:00 PM  
*Horas:*

Dates: Tues, October 19  
*Fecha: martes, 19 de octubre*

Hours: 8:00 AM - 8:00 PM  
*Horas:*

Dates: Wed, October 20 - Friday October 22  
*Fecha: miércoles, 20 de octubre - viernes, 22 de octubre*

Hours: 8:00 AM - 5:00 PM  
*Horas:*

Dates: Mon, October 25  
*Fecha: lunes, 25 de octubre*

Hours: 8:00 AM - 5:00 PM  
*Horas:*

Dates: Tues, October 26  
*Fecha: martes, 26 de octubre*

Hours: 8:00 AM - 8:00 PM  
*Horas:*

Dates: Wed, October 27 - Friday October 29  
*Fecha: miércoles, 27 de octubre - viernes, 29 de octubre*

**CLOSED SATURDAY & SUNDAY (*Cerrado sábado y domingo*)**

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**Idalou Community Center**

*Centro Social de Idalou*

202 W. 7th Street  
*202 Calle 7 Oeste*

Room:  
*Sala:*  
Idalou, 79329

Dates: Mon, October 18 – Fri, October 29  
Fechas: *lunes, 18 de octubre – viernes, 29 de octubre*

Times: 8:00 AM - 8:00 PM  
Horario:

**EXCEPT Sunday, October 24**  
***MENOS el domingo, 24 de octubre***  
**1:00 PM - 6:00 PM**



**New Deal Community Clubhouse**

*Centro Social de New Deal*  
309 S. Monroe Avenue  
309 Avenida Monroe Sur

Room:  
*Sala:*  
New Deal, 79350

Dates: Mon, October 18 – Fri, October 29  
Fechas: *lunes, 18 de octubre – viernes, 29 de octubre*  
Times: 8:00 AM - 8:00 PM  
Horario:

**EXCEPT Sunday, October 24**  
***MENOS el domingo, 24 de octubre***  
**1:00 PM - 6:00 PM**

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**Roosevelt Community Clubhouse**

*Centro Social de Roosevelt*  
1408 CR 3300, Roosevelt  
1408 CR 3300

Room:  
*Sala:*  
Lubbock, 79403

Dates: Mon, October 18 – Fri, October 29  
Fechas: *lunes, 18 de octubre – viernes, 29 de octubre*  
Times: 8:00 AM - 8:00 PM  
Horario:

**EXCEPT Sunday, October 24**  
***MENOS el domingo, 24 de octubre***  
**1:00 PM - 6:00 PM**

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**Shallowater Community Center**

*Centro de Comunidad Shallowater*  
900 Avenue H, Shallowater, TX 79363  
900 avenida H

Room: Community Room  
*Sala: salón comunitario*

Dates: Mon, October 18 – Fri, October 29  
Fechas: *lunes, 18 de octubre – viernes, 29 de octubre*  
Times: 8:00 AM - 8:00 PM  
Horario:

**EXCEPT Sunday, October 24**  
***MENOS el domingo, 24 de octubre***  
**1:00 PM - 6:00 PM**

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**Slaton ISD Administration Office**

*Oficina de administración de Slaton ISD*  
140 E Panhandle Ave, Slaton, TX 79364  
140 calle Panhandle al este

Room: Board Room  
*Sala: sala de juntas*

Dates: Mon, October 18 – Fri, October 29  
Fechas: *lunes, 18 de octubre – viernes, 29 de octubre*  
Times: 8:00 AM - 8:00 PM  
Horario:

**EXCEPT Sunday, October 24**  
***MENOS el domingo, 24 de octubre***

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**Texas Tech University Student Recreation Center**

*Universidad de Texas Tech Centro de Recreación para Estudiantes*  
Texas Tech Campus  
*Campus de Texas Tech*  
3219 Main Street, Lubbock, TX 79409  
3219 calle Main

Dates: Mon, October 18 – Fri, October 29  
Fechas: *lunes, 18 de octubre – viernes, 29 de octubre*  
Times: 8:00 AM - 8:00 PM  
Horario:

**EXCEPT Sunday, October 24**  
***MENOS el domingo, 24 de octubre***

**EXHIBIT C<sup>3</sup>**

**VOTER INFORMATION DOCUMENT**

**CITY OF LUBBOCK, TEXAS - PROPOSITION A**

- FOR            )           The issuance of \$174,575,000 general obligation bonds for  
                          )           street improvements, and the imposition of taxes sufficient  
 AGAINST    )           to pay the principal of and interest on the bonds.

1. Principal of the debt obligations to be authorized	<b>\$174,575,000</b>
2. Estimated interest for the debt obligations to be authorized	\$[ ]
3. Estimated combined principal and interest required to pay on time and in full the debt obligations to be authorized	\$[ ]
4. Principal of all outstanding debt obligations of the City*	\$[ ]
5. Estimated remaining interest on all outstanding debt obligations of the City*	\$[ ]
6. Estimated combined principal and interest required to pay on time and in full all outstanding debt obligations of the City*	\$[ ]
7. Estimated maximum annual increase in the amount of taxes that would be imposed on a residence homestead in the City with an appraised value of \$100,000 to repay the debt obligations to be authorized, if approved, based upon assumptions made by the governing body of the City	\$[ ]
8. Other information that the City considers relevant or necessary to explain the foregoing information	<b>See major assumptions listed below.</b>

\* As of the date of adoption of the City’s Bond Election Ordinance.

**Major assumptions for statements above, including statement 7:**

(1) Assumed amortization of the City’s debt obligations, including outstanding debt obligations and the proposed debt obligations:

[ ]

(2) Assumed changes in estimated future appraised values within the City: [ ].

(3) Assumed interest rate on the debt obligations to be issued: [ ].

(4) Assumes that the City will not grant any optional homestead or other property tax exemptions.

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<sup>3</sup> Each Authorized Representative (as defined in the Bond Election Ordinance) is authorized to make any modifications to this **Exhibit C** deemed appropriate after consulting with bond counsel as to legal sufficiency.

(5) Assumes homestead will not qualify for idiosyncratic exemptions, including, but not limited to, the state-mandated homestead exemption for disabled veterans and their families, surviving spouses of members of the armed services killed in action and surviving spouses of first responders killed or fatally wounded in the line of duty.

(6) Assumes that applicable law will not change to provide for mandatory property tax exemptions or property tax freezes that are not available under current law.

(7) Assumes municipal bond insurance will [not] be obtained for the proposed debt obligations.

(8) In accordance with Sections 1251.051-.052, Texas Government Code, the City's debt obligations that are budgeted for payment and paid from nontax revenue sources are designated as self-supporting and excluded from the information concerning the City's outstanding debt obligations above.

As required by Section 1251.052, Texas Government Code, this Voter Information Document has been prepared for Proposition A submitted to voters pursuant to an Ordinance Calling a Bond Election to be Held Within the City of Lubbock, Texas; Making Provisions for the Conduct and the Giving of Notice of the Election; and Containing Other Provisions Related Thereto (the "Bond Election Ordinance"). The estimates contained in this Voter Information Document are (i) based on certain assumptions (including the major assumptions listed above and assumptions concerning prevailing market and economic conditions at the time(s) of issuance of the bonds) and derived from projections obtained from the City's financial advisor, (ii) subject to change to the extent that actual facts, circumstances and conditions prevailing at the time that the bonds are issued differ from such assumptions and projections, (iii) provided solely in satisfaction of the requirements of Section 1251.052, Texas Government Code, and for no other purpose, without any assurance that such projections will be realized, and (iv) not intended to (and expressly do not) give rise to a contract with voters or limit the authority of the City to issue bonds in accordance with Proposition A submitted by the City's Bond Election Ordinance.

**Election Day**  
**Judges & Alternate Judges**  
**November 2, 2021 City of Lubbock Special Election 7am – 7pm**

<b>ABERNATHY CITY HALL - 811 Avenue D, Abernathy</b>	
Judge	Barbara St. Croix
Alternate Judge	Jan Denzer
<b>BACON HEIGHTS BAPTIST CHURCH - 5110 54th St</b>	
Judge	Mel Sanchez
Alternate Judge	Alicia Parra
<b>BROADVIEW BAPTIST CHURCH - 1302 N Frankford Ave</b>	
Judge	Julianne Bullock
Alternate Judge	Ralph Loerwald
<b>BROADWAY CHURCH OF CHRIST - 1924 Broadway St</b>	
Judge	David Daniel
Alternate Judge	Alton Ryan
<b>BYRON MARTIN ATC - 3201 Avenue Q</b>	
Judge	Brenda Davis
Alternate Judge	Annette Sawadogo
<b>CALVARY BAPTIST CHURCH - 5301 82nd St</b>	
Judge	Tina Overman
Alternate Judge	Mona Mojica
<b>CARMONA-HARRISON ELEMENTARY – 1910 Cesar E. Chavez Drive</b>	
Judge	Delmira Lopez
Alternate Judge	Christine Cooks
<b>CASEY ADMINISTRATION BUILDING – 501 7<sup>th</sup> Street</b>	
Judge	Randy Whitson
Alternate Judge	Dolores Gonzalez
<b>CATHOLIC DIOCESE - 4620 4th street</b>	
Judge	Delia Garcia
Alternate Judge	Sandy Howard

<b>CAVAZOS MIDDLE SCHOOL - 210 N University Ave</b>	
Judge	Brenda Huerta
Alternate Judge	Shiela Hall
<b>CELEBRATION CHRISTIAN CENTER - 8001 Upland Ave</b>	
Judge	Robert Guerrero
Alternate Judge	Maria Maldia
<b>CHURCH ON THE ROCK - 10503 Slide Rd</b>	
Judge	Bart Glaser
Alternate Judge	Tina Mendez
<b>COPPER RAWLINGS SENIOR CENTER - 213 40th street</b>	
Judge	Robb Chapman
Alternate Judge	Jayme Mowery
<b>ELKS LODGE NO. 1348 - 3409 Milwaukee Ave</b>	
Judge	Davy Davison
Alternate Judge	Stephen Chao
<b>FIRST ASSEMBLY OF GOD CHURCH - 3801 98th St</b>	
Judge	Julia Soccio
Alternate Judge	Melanie Barnes
<b>GREEN LAWN CHURCH OF CHRIST - 5701 19th St</b>	
Judge	Ellen Abreo
Alternate Judge	Charree Mahoney
<b>HERITAGE MIDDLE SCHOOL - 6110 73rd Street</b>	
Judge	James Brown
Alternate Judge	Patricia Finch
<b>HODGES COMMUNITY CENTER - 4011 University Ave</b>	
Judge	Mary Lou Villegas
Alternate Judge	Daniel Lewis
<b>IDALOU COMMUNITY CENTER – 202 W 7<sup>th</sup> St</b>	
Judge	Eddie Payne
Alternate Judge	James Ripley

<b>LUBBOCK-COOPER NORTH ELEMENTARY - 3202 108th St</b>	
Judge	Penny Pierce
Alternate Judge	Gloria Reyes
<b>LUBBOCK COOPER PERFORMING ARTS CENTER - 910 WOODROW ROAD</b>	
Judge	Deborah Minnick
Alternate Judge	Justin Lopez
<b>MAE SIMMONS COMMUNITY CENTER - 2004 Oak Avenue</b>	
Judge	Julia Soccio
Alternate Judge	Christina Hughes
<b>MATTRESS FIRM - 6707 Slide Rd</b>	
Judge	Melinda Wright
Alternate Judge	Linda Slatton
<b>NEW DEAL COMMUNITY CLUBHOUSE - 309 S Monroe Ave, New Deal</b>	
Judge	T.G. Caraway
Alternate Judge	Nancy Obenhaus
<b>PARSONS ELEMENTARY - 2811 58th St</b>	
Judge	David Daniel
Alternate Judge	Rachel Buck
<b>PATTERSON LIBRARY - 1836 Parkway Dr.</b>	
Judge	Sharon Kirkwood
Alternate Judge	Beatrice "Penny" Morin
<b>ROBERTS ELEMENTARY - 7901 Avenue P</b>	
Judge	James Moore
Alternate Judge	Frances Schroeder
<b>ROOSEVELT CLUBHOUSE – 1408 CR 3300</b>	
Judge	Joyce Dunn
Alternate Judge	Cheyenne Reynolds
<b>ROSCOE WILSON ELEMENTARY - 2807 25th street</b>	
Judge	Jeanette Woods
Alternate Judge	Hedy Coffman

<b>SHALLOWATER COMMUNITY CENTER - 902 Avenue H</b>	
Judge	Mark Moore
Alternate Judge	Lisa Hiracheta
<b>SLATON ISD ADMINISTRATION OFFICE - 140 E Panhandle</b>	
Judge	Glen Mullins
Alternate Judge	Deena Blackmore
<b>SOUTH PLAINS CHURCH OF CHRIST - 6802 Elkhart Ave</b>	
Judge	Megan Taylor
Alternate Judge	Janet Stephens
<b>SUNSET CHURCH OF CHRIST – 3651 34th</b>	
Judge	Ramona Mathis-Phillips
Alternate Judge	Hedy Coffman
<b>SUTHERLAND HOMEBASE - 3701 50th St</b>	
Judge	Neil Finley
Alternate Judge	Lela Tackitt
<b>TERRA VISTA MIDDLE SCHOOL - 1111 Upland Ave</b>	
Judge	Judy Curry
Alternate Judge	Betty Zamora
<b>TEXAS TECH UNIVERSITY LIBRARY - 2802 18th street</b>	
Judge	Sarah Looten
Alternate Judge	Rachel Buck





## **Information**

### **Agenda Item**

**Ordinance Single Reading - Lubbock Power & Light:** Consider an ordinance providing for the issuance of City of Lubbock, Texas, Electric Light & Power System Revenue Bonds, Series 2021; providing for the award of the sale thereof in accordance with specified parameters; approving the official statement; approving execution of a purchase contract; and enacting other provisions relating thereto.

### **Item Summary**

The Electric Light and Power System Revenue Bonds, Series 2021 (“Bonds”), are being issued for the following purposes: (i) to fund acquisition, purchasing, construction, improvement, renovation, enlarging and/or equipping of property, buildings, structures, facilities, and/or related infrastructure for Lubbock Power & Light (LP&L), and (ii) to refund interim obligations issued for such purposes.

On April 23, 2019, the City Council approved an ordinance authorizing the issuance of short-term (interim) obligations to fund LP&L's capital program. On that date, the City Council established an Electric Light and Power System Revenue Revolving Note Program (“Note Program”) and authorized the issuance of program obligations, from time to time, in an aggregate principal amount not to exceed \$300,000,000.

LP&L has utilized the Note Program to finance the significant investment in new power lines and substation construction related to a 69kV inner transmission loop, a 115kV outer transmission loop, and a 345kV interconnection, to the Electric Reliability Council of Texas (ERCOT), along with other ongoing System improvements.

Now that construction is complete for the majority of these projects, LP&L wishes to refinance the interim obligations with long-term, fixed rate bonds. The majority of the anticipated issuance is related to transmissions costs that will be repaid from a new revenue stream, which is the recovery of LP&L transmission expenses through a transmission cost of service (TCOS) rate. Additionally, non-transmission related LP&L improvements will also be financed, and will be repaid using existing base rates.

On June 22, 2021, the City Council approved the first step in the issuance process, by authorizing publication of a Notice of Intent to Issue the Bonds.

The ordinance authorizing the issuance of the Bonds is a “parameters ordinance” delegating authority to the Mayor, City Manager, or Chief Financial Officer (each an “Authorized Officer”), to determine the timing, terms, and interest rates of the issuance. The ordinance expires on the first anniversary of its adoption, and designates parameters to which the Authorized Officers must conform while executing the sale of the Bonds. The designated authority allows the City to attain the most attractive rates and terms by offering the Bonds when market conditions are favorable.

The following conditions must be satisfied in order for the Authorized Officers to act on behalf of the City in selling and delivering the Bonds to the Underwriters:

- The price to be paid for the Bonds shall not be less than 90% of the aggregate principal amount of the Bonds.
- The Bonds shall not bear interest at a rate greater than the maximum rate allowed by Chapter 1204, Texas Government Code, as amended.
- The aggregate principal amount of the Bonds shall produce proceeds in an amount sufficient, as determined by the Authorized Officer, to fund the purpose described in Section 3.01., and such aggregate principal amount shall not exceed \$320,000,000.
- The maximum maturity for the Bonds shall not exceed 31 years.
- The Bonds to be issued, prior to delivery, must have been rated by a nationally recognized agency for municipal securities in one of the 4 highest rating categories for long term obligations.

The City will sell the Bonds on a negotiated basis. The City and RBC Capital Markets, the City's financial advisor, will negotiate a purchase price for the Bonds with the City's underwriters, BofA Securities, CitiGroup, Goldman Sachs, and Jefferies.

Pursuant to Section 1201.028(3), Texas Government Code, the authorization of a public security is effective immediately, with only one reading of the ordinance. The ordinance excludes certain information that is unknown as of the printing of the backup material. Examples include annual principal and interest amounts and maturity dates. Once negotiations have concluded, the final results will be provided to the City Council. The projects that will be funded with the Bonds have been approved by the City Council. The listing of those projects is attached as backup to this agenda item. Additionally, a draft preliminary official statement is available in the Office of the City Secretary.

**Fiscal Impact**

Annual payments will be made from the revenues of LP&L. The bond proceeds will be used to fund the capital projects, fund a debt service reserve, and pay cost of issuance related to the financing.

**Staff/Board Recommending**

D. Blu Kostelich, Chief Financial Officer

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**Attachments**

Ordinance

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Ordinance No. 2021 – \_\_\_\_\_

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ORDINANCE

relating to

CITY OF LUBBOCK, TEXAS  
ELECTRIC LIGHT AND POWER SYSTEM REVENUE BONDS

Adopted: August 10, 2021

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AN ORDINANCE PROVIDING FOR THE ISSUANCE OF CITY OF LUBBOCK, TEXAS, ELECTRIC LIGHT AND POWER SYSTEM REVENUE BONDS; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; APPROVING THE OFFICIAL STATEMENT; APPROVING EXECUTION OF A PURCHASE CONTRACT; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, in accordance with the Constitution and laws of the State of Texas, specifically Chapter 1502, Texas Government Code, as amended (“Chapter 1502”), the City of Lubbock, Texas (the “City”), has previously issued its electric light and power system revenue bonds (such outstanding revenue bonds being the “Previously Issued Bonds”), payable from and secured by a first lien on and pledge of the net revenues of the City’s Electric Light and Power System (the “System”);

WHEREAS, in the ordinances authorizing the issuance of the Previously Issued Bonds the City reserved the right to issue, under certain conditions, additional bonds (“Additional Bonds”) on a parity as to lien and right with the Previously Issued Bonds;

WHEREAS, the conditions precedent to the issuance of Additional Bonds under the ordinances authorizing the issuance of the Previously Issued Bonds have occurred and are existing, and the City intends to issue pursuant to this Ordinance its revenue bonds as additional bonds on a parity with the Previously Issued Bonds;

WHEREAS, the City Council of the City (the “City Council”) hereby finds and determines that electric light and power system revenue bonds secured by a first lien on and pledge of the Net Revenues of the System on a parity with the Previously Issued Bonds should be issued for the purposes of acquiring, purchasing, constructing, improving, renovating, enlarging, and/or equipping property, buildings, structures, facilities, and/or related infrastructure for the System;

WHEREAS, Chapter 1207, Texas Government Code, as amended (“Chapter 1207”), authorizes the City to issue refunding bonds to refund all or a portion of the obligations described on Schedule I attached hereto (collectively, the “Refunded Obligation Candidates”);

WHEREAS, the City Council has determined that it is in the best interests of the City to issue the Bonds (hereinafter defined) to (i) refund and redeem all or a portion of the outstanding Refunded Obligation Candidates (the “Refunded Obligations”) and thereby provide permanent financing for the costs and projects initially financed through the issuance of the Refunded Obligations;

WHEREAS, the City Council has determined that the manner in which the refunding of the Refunded Obligations is being executed makes it impractical to make the determination required by Section 1207.008(a)(2), Texas Government Code, as amended;

WHEREAS, the City Council hereby finds and determines that electric light and power system revenue refunding bonds secured by a first lien on and pledge of the Net Revenues of the



System on a parity with the Previously Issued Bonds should be issued for the purpose of refunding the Refunded Obligations;

WHEREAS, the revenue bonds hereinafter authorized are to be issued and delivered pursuant to Chapter 1207 and Chapter 1502 and in accordance with the general laws of the State of Texas;

WHEREAS, the City is a home-rule municipality that: (i) adopted its charter under Section 5, Article XI, Texas Constitution; (ii) has a population of 50,000 or more; and (iii) has outstanding long-term indebtedness that is rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for a long-term obligation, and therefore the City qualifies as an “Issuer” under Section 1371.001(4)(A), Texas Government Code, as amended;

WHEREAS, the City Council desires to delegate, pursuant to Chapter 1207 and Chapter 1371, Texas Government Code, as amended (“Chapter 1371”), and the parameters of this Ordinance, to the Authorized Officer, the authority to approve the principal amount, the interest rate, the number of series, the price and the other terms of the bonds authorized hereby and to otherwise take such actions as are necessary and appropriate to effect the sale of such bonds; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; therefore,

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

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:

“Additional Bonds” means the additional parity obligations the City reserves the right to issue in accordance with the terms and conditions prescribed in Section 9.01 hereof.

“Authorized Officer” means each of the Mayor, the City Manager and the Chief Financial Officer, acting individually.

“Average Annual Debt Service” means that amount which, at the time of computation, is derived by dividing the total amount of Debt Service to be paid over a period of years as the same is scheduled to become due and payable by the number of years taken into account in determining the total Debt Service. Capitalized interest payments provided from bond proceeds shall be excluded in making the aforementioned computation.

“Bond” means any of the Bonds.

“Bond Date” means the date designated as the initial date of the Bonds by Section 3.02(a) of this Ordinance.

“Bond Purchase Contract” means any bond purchase contract approved in Section 8.01(b) of this Ordinance.

“Bonds” means the City’s bonds authorized to be issued by Section 3.01 of this Ordinance.

“Bonds Similarly Secured” means the Previously Issued Bonds, the Bonds and Additional Bonds, if any.

“Business Day” means any day other than a Saturday, Sunday or legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close.

“Chief Financial Officer” means the Chief Financial Officer of the City or such other City employee who has assumed the duties of the Chief Financial Officer.

“City” means the City of Lubbock, Texas.

“Closing Date” means the date of the initial delivery of and payment for the Bonds.

“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, enacted on or before the Issue Date.

“Computation Date” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Credit Facility” means any agreement of the City entered into with a financial institution in connection with and for the purpose of (i) enhancing or supporting the creditworthiness of (A) a series of Bonds Similarly Secured or (B) all of the Bonds Similarly Secured, (ii) providing a surety policy in order to fund all or a portion of the Required Reserve for the Bonds Similarly Secured, or (iii) providing liquidity with respect to a series of Bonds Similarly Secured which by their terms are subject to tender for purchase, and which, by its terms, creates a liability on the part of the City on a parity with the Bonds Similarly Secured; provided that, on the date any such credit facility is issued, any rating agency having an outstanding rating on the Bonds Similarly Secured would not lower the rating on the Bonds Similarly Secured as confirmed in writing by such rating agency. A determination by the City contained in the ordinance authorizing the issuance of Bonds Similarly Secured and/or authorizing the execution and delivery of a Credit Facility that such agreement constitutes a Credit Facility under this definition shall be conclusive as against all Owners.

“Debt Service” means, as of any particular date of computation, with respect to any series of obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the City as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming in the case of obligations required to be redeemed or prepaid as to principal prior to maturity, the principal amounts thereof will be redeemed prior to maturity in accordance with the mandatory redemption provisions applicable thereto.

“Designated Payment/Transfer Office” means the Designated Payment/Transfer Office, as designated in the Paying Agent/Registrar Agreement, or such other location designated by the Paying Agent/Registrar.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions.

“EMMA” means the Electronic Municipal Market Access System.

“Escrow Agent” means the place of payment for the Refunded Obligations or the trust company or commercial bank identified in the Escrow Agreement and its successors in such capacity.

“Escrow Agreement” means an Escrow Agreement, if any, between the City and the Escrow Agent pertaining to the defeasance of the Refunded Obligations, as described in Section 14.03 of this Ordinance.

“Escrow Fund” means the fund established in the Escrow Agreement for the redemption and/or defeasance of the Refunded Obligations.

“Escrow Securities” if applicable, has the meaning assigned in the Escrow Agreement.

“Event of Default” means any event of default as defined in Section 10.01 of this Ordinance.

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “Financial Obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means the twelve (12) month accounting period used by the City in connection with the operations of the System which may be any twelve (12) consecutive month period established by the City.

“Fund” means any of the funds, accounts or a portion of a fund or account, confirmed and/or established pursuant to Article VII hereof.

“Gross Proceeds” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Initial Bond” means the initial bond or bonds authorized by Section 3.04 of this Ordinance.

“Interest Payment Date” means the date or dates on which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, as set forth in the Pricing Certificate.

“Investment” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Issue Date” for each series of Bonds or other obligations of the City is the respective date on which such series of Bonds or other obligations of the City is delivered against payment therefor.

“MSRB” means the Municipal Securities Rulemaking Board.

“Net Revenues” means the gross revenues of the System less expenses of operation and maintenance. Such expenses of operation and maintenance shall not include depreciation charges or amounts or Funds pledged for the Bonds Similarly Secured, but shall include all salaries, labor, materials, repairs, and extensions necessary to render services; provided, however, that in determining “Net Revenues,” only such repairs and extensions as in the judgment of the City Council, reasonably and fairly exercised, are necessary to keep the System in operation and render adequate service to the City and inhabitants thereof, or such as might be necessary to meet some physical accident or condition which otherwise would impair the security of the Bonds Similarly Secured, shall be deducted.

“Net Sale Proceeds” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Nonpurpose Investment” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Official Statement” means a document described in Section 8.01(c) prepared for dissemination to potential investors in connection with the public offering and sale of Bonds.

“Outstanding” when used in this Ordinance with respect to Bonds Similarly Secured, means, as of the date of determination, all Bonds Similarly Secured theretofore sold, issued and delivered by the City, except:

- (1) those Bonds Similarly Secured cancelled or delivered to the transfer agent or registrar for cancellation in connection with the exchange or transfer of such obligations;
- (2) those Bonds Similarly Secured paid or deemed to be paid in accordance with the provisions of Section 11.01 of this Ordinance; and
- (3) those Bonds Similarly Secured that have been mutilated, destroyed, lost, or stolen and replacement bonds have been registered and delivered in lieu thereof.

“Owner” means, when used with respect to Bonds, the person who is the registered owner of a Bond or Bonds, as shown in the Register. When used with respect to Bonds Similarly Secured, such term means the person who is the registered owner of a Bond Similarly Secured or Bonds Similarly Secured, as shown in the register for the applicable series of Bonds Similarly Secured.

“Paying Agent/Registrar” means the bank or trust company identified in the Paying Agent/Registrar Agreement referred to in Section 5.01 of this Ordinance, or any successor thereto as provided in this Ordinance.

“Preliminary Official Statement” means a document described in Section 8.01(c) prepared for dissemination to potential investors prior to the availability of the final Official Statement.

“Previously Issued Bonds” means the City’s Outstanding and unpaid revenue bonds payable from and secured by a first lien on and pledge of the Net Revenues of the System, further identified as follows:

- (1) Electric Light and Power System Revenue Refunding and Improvement Bonds, Series 2013;
- (2) Electric Light and Power System Revenue Bonds, Series 2014;
- (3) Electric Light and Power System Revenue Bonds, Series 2015;
- (4) Electric Light and Power System Revenue Bonds, Series 2016;
- (5) Electric Light and Power System Revenue Bonds, Series 2017; and
- (6) Electric Light and Power System Revenue Bonds, Series 2018.

“Pricing Certificate” means a certificate or certificates signed by an Authorized Officer establishing the terms and features of each series of Bonds in accordance with Section 8.01 hereof

“Proceeds” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Rebate Amount” has the meaning stated in Section 1.148-3 of the Regulations.

“Record Date” means the date specified in the Pricing Certificate.

“Refunded Obligation Candidates” means the obligations described in Schedule I attached hereto.

“Refunded Obligations” means the Refunded Obligation Candidates designated as Refunded Obligations in a Pricing Certificate.

“Register” means the Register specified in Section 3.06(a) of this Ordinance.

“Regulations” means the final or temporary Income Tax Regulations applicable to the Bonds issued pursuant to Sections 141 through 150 of the Code. Any reference to a section of the Regulations shall also refer to any successor provision to such section hereafter promulgated by the Internal Revenue Service pursuant to Sections 141 through 150 of the Code and applicable to the Bonds.

“Representation Letter” means the Blanket Letter of Representations between the City and DTC.

“Representative” means the representative for the Underwriters named in the Bond Purchase Contract.

“Reserve Fund Obligations” means cash or investment securities of any of the type or types permitted under Section 7.06 of this Ordinance.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“Special Payment Date” means the Special Payment Date prescribed by Section 3.03(b).

“Special Record Date” means the Special Record Date prescribed by Section 3.03(b).

“System” means all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the City through purchase, construction or otherwise, and used in connection with the City’s Electric Light and Power System and in anywise pertaining thereto, whether situated within or without the limits of the City.

The term “Tax-Exempt Bonds” shall mean Bonds, the interest on which the City intends to be excludable from gross income from federal income tax, as determined and set forth in the Pricing Certificate therefor.

The term “Taxable Bonds” shall mean Bonds the interest on which the City does not intend to be excludable from gross income for federal income tax purposes, as determined and set forth in the Pricing Certificate therefor.

“Term Bonds” has the meaning set forth in Section 4.03 hereof.

“Unclaimed Payments” mean money deposited with the Paying Agent/Registrar for the payment of principal of, premium, if any, or interest on the Bonds as the same come due and payable and remaining unclaimed by the Owners of such Bonds after the applicable payment or redemption date.

“Underwriters” mean the entities named as underwriters in the Bond Purchase Contract.

“Yield of”

(i) any Investment shall be computed in accordance with Section 1.148-5 of the Regulations, and

(ii) the Bonds shall be computed in accordance with Section 1.148-4 of the Regulations.

Section 1.02 Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03 Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04 Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Any action required to be taken on a date which is not a Business Day shall be done on the next succeeding Business Day and have the same effect as if done on the date so required.

(c) Any duty, responsibility, privilege, power or authority conferred by this Ordinance upon an officer shall extend to an individual who occupies such office in an interim, acting or provisional capacity.

(d) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II  
SECURITY FOR THE BONDS

Section 2.01 Pledge of Security.

The City hereby covenants and agrees that all of the Net Revenues derived from the operation of the System, with the exception of those in excess of the amounts required to establish and maintain the special Funds created for the payment and security of the Bonds Similarly Secured, are hereby irrevocably pledged for the payment of the Previously Issued Bonds, the Bonds and Additional Bonds, if issued, and the interest thereon, and it is hereby ordained that the Previously Issued Bonds, the Bonds and Additional Bonds, if issued, and the interest thereon, shall constitute a first lien on the Net Revenues of the System and be valid and binding without any physical delivery thereof or further act by the City as provided in Chapter 1208, Texas Government Code, as amended.

Section 2.02 Limited Obligations.

The Bonds, together with the Previously Issued Bonds and any Additional Bonds, are special obligations of the City, payable solely from the pledged Net Revenues, and do not constitute a prohibited indebtedness of the City. Neither the Bonds nor any Additional Bonds shall ever be payable out of funds raised or to be raised by taxation.



Section 2.03 Security Interest.

The City represents that, under Chapter 1208, Texas Government Code, as amended (“Chapter 1208”), a security interest in the Net Revenues pledged to the payment of the Bonds that is created by the City is valid and effective according to the terms of the security agreement and is perfected from the time the security agreement is entered into or adopted continuously through the termination of the security interest, without physical delivery or transfer of control of the property, filing of a document, or another act. The City covenants that, if Chapter 1208 is amended at any time while the Bonds are outstanding and unpaid, the City shall take all actions required in order to preserve for the Owners of the Bonds a perfected security interest in the property in which such security interest is granted pursuant to Section 2.01 hereof.

ARTICLE III  
AUTHORIZATION; GENERAL TERMS AND PROVISIONS  
REGARDING THE BONDS

Section 3.01 Authorization.

The City’s electric light and power system revenue bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including specifically Chapter 1207, Chapter 1371, Chapter 1502, and Article VIII of the Charter of the City. The Bonds shall be issued in one or more series, from time to time, on the dates, in the principal amount, and bearing the title or designation set forth in the Pricing Certificate therefor for the purposes of (i) paying the costs of acquiring, purchasing, constructing, improving, renovating, enlarging, and/or equipping property, buildings, structures, facilities, and/or related infrastructure for the System, (ii) refunding the Refunded Obligations, (iii) funding the reserve fund requirement for the Bonds, and (iv) paying the costs of issuing the Bonds and refunding the Refunded Obligations. The aggregate principal amount of all Bonds issued pursuant to this Ordinance shall not exceed \$320,000,000, which, for the avoidance of doubt, shall exclude any premium generated on the sale of the Bonds to the Underwriters. The Bonds may be issued as Tax-Exempt Bonds and/or Taxable Bonds, as determined by the an Authorized Officer.

Section 3.02 Date, Denomination, Maturities and Interest.

(a) The Bonds shall be dated the date set forth in the Pricing Certificate. The Bonds shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof, and shall be numbered separately from one upward or such other designation acceptable to the City and the Paying Agent/Registrar, except the Initial Bond, which shall be numbered T-1, or in such other manner provided in the Pricing Certificate.

(b) The Bonds shall mature on the date or dates, in the years and in the principal amounts set forth in the Pricing Certificate; provided, that the maximum maturity for the Bonds shall not exceed the number of years set forth in Exhibit B.

(c) Interest shall accrue and be paid on each Bond respectively until its maturity or prior redemption, from the later of the date set forth in the Pricing Certificate or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the Pricing Certificate. Such interest shall be payable on each

Interest Payment Date until maturity or prior redemption. Interest on the Bonds shall be calculated on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each, or on such other basis as set forth in the Pricing Certificate.

Section 3.03 Medium, Method and Place of Payment.

(a) The principal of, premium, if any, and interest on the Bonds shall be paid in lawful money of the United States of America.

(b) Interest on the Bonds shall be payable to each Owner as shown in the Register at the close of business on the Record Date; provided, however, in the event of nonpayment of interest on a scheduled Interest Payment Date and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") shall be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by first-class United States mail, postage prepaid, to the address of each Owner of a Bond appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) Interest shall be paid by check, dated as of the Interest Payment Date, and sent by the Paying Agent/Registrar to each Owner by United States mail, first class postage prepaid, to the address of each Owner as it appears in the Register, or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement. At the option of an Owner of at least \$1,000,000 principal amount of the Bonds, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar.

(d) The principal of each Bond shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the Designated Payment/Transfer Office.

(e) If the date for the payment of the principal of, premium, if any, or interest on the Bonds is not a Business Day, then the date for such payment shall be the next succeeding day that is a Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(f) Unclaimed Payments shall be segregated in a special escrow account and held in trust, uninvested by the Paying Agent/Registrar, for the accounts of the Owners of the Bonds to which the Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains three (3) years after the retirement of all outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or

responsible to any owners of such Bonds for any further payment of such unclaimed monies or on account of any such Bonds, subject to Title 6 of the Texas Property Code.

#### Section 3.04 Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds 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 Bond 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 the form of bond attached hereto as Exhibit C, duly authenticated by execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in the form of bond attached hereto as Exhibit C, executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which Certificate shall be evidence that the Bond has been duly approved by the Attorney General of the State of Texas, that it is a valid and binding obligation of the City and that it has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Bond of each series reflecting the terms set forth in the Pricing Certificate and representing the entire principal amount of all Bonds of such series, payable in stated installments to the Representative, or its designee, executed by the Mayor and City Secretary of the City by their manual or facsimile signatures, approved by the Attorney General, and registered and signed by the Comptroller of Public Accounts, will be delivered to the Representative or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver a single registered, definitive Bond for each maturity, in the aggregate principal amount thereof, to DTC on behalf of the Underwriters.

#### Section 3.05 Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment as provided herein (except interest shall be paid to the person in whose name such Bond is registered on the Record Date or Special Record Date, as applicable), and for

all other purposes, whether or not such Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

#### Section 3.06 Registration, Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Ordinance.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond 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 Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same series, maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000 and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) Each exchange Bond 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 Bond or Bonds in lieu of which such exchange Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for any different denomination of any of the Bonds. 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 Bond.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond called for redemption, in whole or in part, where such redemption is scheduled to occur within forty-five (45) calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

#### Section 3.07 Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records shall be made

regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall then return such cancelled Bonds to the City or may in accordance with law destroy such cancelled Bonds and periodically furnish the City with certificates of destruction of such Bonds.

Section 3.08 Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and shall authenticate and deliver in exchange therefor Bonds of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09 Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of the same series and of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond 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 Bond 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 Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of the same series and of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond 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 Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

#### Section 3.10 Book-Entry Only System.

(a) Notwithstanding any other provision hereof, upon initial issuance of the Bonds, the ownership of the Bonds shall be registered in the name of Cede & Co., as nominee of DTC. The definitive Bonds shall be initially issued in the form of a single separate fully registered certificate for each of the maturities thereof.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on such Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer

with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The Representation Letter previously executed and delivered by the City, and applicable to the City's obligations delivered in book-entry only form to DTC as securities depository, is hereby ratified and approved for the Bonds.

Section 3.11 Successor Securities Depository; Transfer Outside Book-Entry Only System.

In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter of the City to DTC, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 3.12 Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE IV  
REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01 Limitation on Redemption.

The Bonds shall be subject to redemption before scheduled maturity only as provided in this Article IV and in the Pricing Certificate.



Section 4.02 Optional Redemption.

(a) The City reserves the option to redeem Bonds in the manner provided in the Form of Bond attached hereto as Exhibit C, with such changes as are required by the Pricing Certificate.

(b) If less than all of the Bonds are to be redeemed pursuant to an optional redemption, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot, or by any other customary method that results in a random selection, the Bonds, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(c) The City, before the redemption date, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Bonds to be redeemed.

Section 4.03 Mandatory Sinking Fund Redemption.

Bonds designated as “Term Bonds,” if any, in the Pricing Certificate are subject to scheduled mandatory redemption and will be redeemed by the City, out of moneys available for such purpose in the Interest and Sinking Fund, in the manner provided in the Form of Bond attached hereto as Exhibit C, with such changes as are required by the Pricing Certificate. Term Bonds shall be subject to mandatory redemption at the price, on the dates, and in the respective principal amounts set forth in the Pricing Certificate.

Section 4.04 Partial Redemption.

(a) A portion of a single Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Bond is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Bond as though it were a single Bond for purposes of selection for redemption.

(b) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

(c) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Bond as to which only a portion thereof is to be redeemed.

Section 4.05 Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) The City reserves the right to give notice of its election or direction to redeem Bonds 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 Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

#### Section 4.06 Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

#### Section 4.07 Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Ordinance and subject to any conditions or rights reserved by the City under Section 4.05(c), the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in its obligation to make provision for the payment of the principal thereof, or accrued interest thereon, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall remain Outstanding and continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same by the City.

Section 4.08 Lapse of Payment.

Money set aside for the redemption of Bonds and remaining unclaimed by the Owners of such Bonds shall be subject to the provisions of Section 3.03(f) hereof.

ARTICLE V  
PAYING AGENT/REGISTRAR

Section 5.01 Appointment of Paying Agent/Registrar.

The form of Paying Agent/Registrar Agreement presented at the meeting at which this Ordinance was approved and the appointment of the Paying Agent/Registrar identified therein are hereby approved.

The Mayor is hereby authorized and directed to execute the Paying Agent/Registrar Agreement with the Paying Agent/Registrar, specifying the duties and responsibilities of the City and the Paying Agent/Registrar, in substantially the form presented at the meeting at which this Ordinance was approved with such changes as may be approved by an Authorized Officer. The signature of the Mayor shall be attested by the City Secretary.

Section 5.02 Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 5.03 Maintaining Paying Agent/Registrar.

(a) At all times while any Bonds are Outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04 Termination.

The City, upon not less than sixty (60) days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05 Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by United States mail, first class postage prepaid, at the address in the Register thereof, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06 Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07 Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI  
FORM OF THE BONDS

Section 6.01 Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Bonds, (i) shall be generally in the form set forth in Exhibit C hereto, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and the Pricing Certificate, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02 CUSIP Registration.

The City or the Representative may secure identification numbers through CUSIP Global Services or otherwise and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.03 Legal Opinion.

The approving legal opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel, may be attached to or printed on the reverse side of each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

Section 6.04 Statement of Insurance.

A statement relating to a municipal bond insurance policy, if any, issued for any Bond or Bonds may be printed on or attached to each such Bond.

ARTICLE VII  
FUNDS AND ACCOUNTS

Section 7.01 Segregation of Revenues/Fund Designations.

All receipts, revenues and income derived from the operation and ownership of the System shall be kept separate from other funds of the City and deposited within twenty-four (24) hours after collection into the “Electric Light and Power System Fund” (created and established in connection with the issuance of the Previously Issued Bonds), which Fund (hereinafter referred to as the “System Fund”) is hereby reaffirmed and shall continue to be kept and maintained at an official depository bank of the City while the Bonds remain Outstanding. Furthermore, the “Special Electric Light and Power System Revenue Bond Retirement and Reserve Fund” (hereinafter referred to as the “Bond Fund”), created and established in connection with the issuance of the Previously Issued Bonds, is hereby reaffirmed and shall continue to be maintained by the City while the Bonds remain Outstanding. The Bond Fund is and shall continue to be kept and maintained at the City’s official depository bank, and moneys deposited in the Bond Fund shall be used for no purpose other than for the payment, redemption and retirement of Bonds Similarly Secured.

Section 7.02 System Fund.

The City hereby reaffirms its covenant to the Owners of the Previously Issued Bonds and agrees with the owners of the Bonds that the moneys deposited in the System Fund shall be used first for the payment of the reasonable and proper expenses of operating and maintaining the System. All moneys deposited in the System Fund in excess of the amounts required to pay operating and maintenance expenses of the System shall be applied and appropriated, to the extent required and in the order of priority prescribed, as follows:

(a) To the payment of the amounts required to be deposited in the Bond Fund for the payment of principal of and interest on the Bonds Similarly Secured as the same become due and payable; and

(b) To the payment of the amounts, if any, required to be deposited in the Reserve Portion of the Bond Fund to accumulate, restore and maintain the Reserve Requirement as security for the payment of the principal of and interest on the Bonds Similarly Secured.

### Section 7.03 Bond Fund.

(a) In addition to the required monthly deposits to the Bond Fund for the payment of principal of and interest on the Previously Issued Bonds, the City hereby agrees and covenants to deposit to the Bond Fund an amount equal to one hundred percent (100%) of the amount required to fully pay the interest on and principal of the Bonds falling due on or before each maturity date and Interest Payment Date, such payments to be made in substantially equal monthly installments on or before the first day of each month beginning on or before the first day of the month next following the month the Bonds are delivered to the Underwriters. The required monthly deposits to the Bond Fund for the payment of principal of and interest on the Bonds shall continue to be made as hereinabove provided until such time as (i) the total amount on deposit in the Bond Fund, including the “Reserve Portion” deposited therein, is equal to the amount required to fully pay and discharge all Outstanding Bonds Similarly Secured (principal and interest) or (ii) the Bonds are no longer Outstanding, i.e., the Bonds have been fully paid as to principal and interest or all the Bonds have been refunded. Accrued interest, if any, received from the purchasers of the Bonds shall be deposited in the Bond Fund, and shall be taken into consideration and reduce the amount of the monthly deposits hereinabove required which would otherwise be required to be deposited in the Bond Fund from the Net Revenues of the System.

(b) In addition to the amounts to be deposited in the Bond Fund to pay current principal and interest for the Bonds Similarly Secured, the City covenants and agrees to accumulate and maintain in the Bond Fund a reserve amount (the “Reserve Portion”) of Reserve Fund Obligations equal to not less than the Average Annual Debt Service requirements of all Outstanding Bonds Similarly Secured (the “Required Reserve”) which shall be calculated and predetermined at the time of issuance of each series of Bonds Similarly Secured. Upon issuance of Additional Bonds, the Required Reserve shall be increased, if required, to an amount equal to the lesser of (i) the Average Annual Debt Service (calculated on a Fiscal Year basis) for all bonds Outstanding, as determined on the date of issuance of each series of Additional Bonds and annually following each principal payment date or redemption date for the Bonds, the Previously Issued Bonds and any Additional Bonds Outstanding, as the case may be, or (ii) the maximum amount in a reasonably required reserve fund that can be invested without restriction as to yield pursuant to Subsection (d) of section 148 of the Code and regulations promulgated thereunder. The Reserve Portion of the Bond Fund shall be made available for and reasonably employed in meeting the requirements of the Bond Fund if need be, and if any amount thereof is so employed, and the Reserve Portion in the Bond Fund is less than the Required Reserve, or if an event of default under any Credit Facility held in the Reserve Portion of the Bond Fund has occurred and is continuing, the Required Reserve shall be restored from Net Revenues in twenty-four (24) approximately equal monthly

payments from the first available Net Revenues of the System in the System Fund subject only to the priority of payments hereinabove prescribed in Section 7.02.

(c) The City may, at its option, withdraw all surplus on deposit in the Reserve Portion of the Bond Fund over the Required Reserve and deposit the same in the System Fund; provided, however, that to the extent such surplus monies constitute bond proceeds, including interest and income derived therefrom, such amounts shall not be deposited to the System Fund and shall only be used for the purposes for which bond proceeds may be used.

(d) For the purpose of determining compliance with the requirements of subsection (b) of this Section 7.03, Reserve Fund Obligations shall be valued each year as of the last day of the City's fiscal year at their market value, except that any direct obligations of the United States (State and Local Government Series) held for the benefit of the Reserve Portion of the Bond Fund in book-entry form shall be continuously valued at their par value or face principal amount.

(e) To the extent permitted by, and in accordance with applicable law and upon approval of the Attorney General of the State of Texas, the City may replace or substitute a Credit Facility for cash or investment securities on deposit in the Reserve Portion of the Bond Fund or in substitution or replacement of any existing Credit Facility. Upon such replacement or substitution, cash or investment securities of any of the types permitted by Section 7.06 hereof, on deposit in the Reserve Portion of the Bond Fund which, taken together with the face amount of any existing Credit Facilities, are in excess of the Required Reserve may be withdrawn by the City, at its option, and transferred to the System Fund; provided that the face amount of any Credit Facility may be reduced at the option of the City in lieu of such transfer. However, to the extent such surplus monies constitute bond proceeds, including interest and income derived therefrom, such amounts shall not be deposited to the System Fund and shall only be used for the purposes for which bond proceeds may be used. Any interest due on any reimbursement obligation under the Credit Facility shall not exceed the highest lawful rate of interest which may be paid by the City.

(f) If the City is required to make a withdrawal from the Reserve Portion of the Bond Fund, the City shall promptly notify the issuer of any Credit Facility of the necessity for a withdrawal from the Reserve Portion of the Bond Fund, and shall make such withdrawal first from available moneys or investment securities then on deposit in the Reserve Portion of the Bond Fund, and next from a drawing under any Credit Facility to the extent of such deficiency.

(g) In the event of a deficiency in the Reserve Portion of the Bond Fund, or in the event that on the date of termination or expiration of any Credit Facility or the date of an occurrence of an event of default under the Credit Facility has occurred and is continuing beyond any cure period therefor, if any, there is not on deposit in the Reserve Portion of the Bond Fund sufficient Reserve Fund Obligations, all in an aggregate amount at least equal to the Required Reserve calculated as of the date of such deficiency, termination, expiration or event of default of such Credit Facility, then the City shall restore such deficiency from the first available Net Revenues of the System in the System Fund, subject only to the priority of payments hereinabove prescribed in Section 7.02, in twenty-four (24) approximately equal monthly payments.

(h) In the event of the redemption or defeasance of any of the Outstanding Bonds Similarly Secured, any Reserve Fund Obligations on deposit in the Reserve Fund in excess of the



Required Reserve may be withdrawn and transferred, at the option of the City and subject to the last sentence of this subparagraph (h), to the System Fund, as a result of (i) the redemption of the Outstanding Bonds Similarly Secured, or (ii) funds for the payment of the Outstanding Bonds Similarly Secured having been deposited irrevocably with the paying agent or place of payment therefor in the manner described in this Ordinance, the result of such deposit being that such Outstanding Bonds Similarly Secured no longer are deemed to be Outstanding under the terms of this Ordinance. However, to the extent such surplus monies constitute bond proceeds, including interest and income derived therefrom, such amounts shall not be deposited to the System Fund and shall only be used for the purposes for which bond proceeds may be used.

(i) In the event there is a draw upon the Credit Facility, the City shall reimburse the issuer of such Credit Facility for such draw in accordance with the terms of any agreement pursuant to which the Credit Facility is issued from Net Revenues; however, such reimbursement from Net Revenues (i) shall be subject to the provisions of subparagraph (g) hereof, and (ii) shall be subordinate and junior in right of payment to the payment of principal of and premium, if any, and interest on the Bonds Similarly Secured.

#### Section 7.04 Payment of Bonds.

While any of the Bonds are Outstanding, the proper officers of the City are hereby authorized to transfer or cause to be transferred to the Paying Agent/Registrar, from funds on deposit in the Bond Fund, including the Reserve Portion, if necessary, amounts sufficient to fully pay and discharge promptly as each installment of interest and principal on the Bonds accrues or matures or comes due by reason of redemption prior to maturity; such transfer of funds to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar for the Bonds at the close of the Business Day next preceding the date of payment for the Bonds.

#### Section 7.05 Deficiencies in Funds.

If in any month the City shall, for any reason, fail to pay into the Bond Fund the full amounts above stipulated, amounts equivalent to such deficiencies shall be set apart and paid into the Bond Fund from the first available and unallocated Net Revenues of the System in the following month or months and such payments shall be in addition to the amounts hereinabove provided to be otherwise paid into the Bond Fund during such month or months.

#### Section 7.06 Security of Funds.

Money in any Fund established or affirmed pursuant to this Ordinance or any ordinance authorizing the issuance of Previously Issued Bonds, and any Additional Bonds, may, at the option of the City, be invested in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended, or any successor law, as in effect from time to time, consistent with the City's investment policy; provided that all such deposits and investments shall be made in such manner (which may

include repurchase agreements for such investment with any primary dealer of such agreements) that the money required to be expended from any such Fund will be available at the proper time or times. Such investments shall be valued each year in terms of current market value as of the last day of the Fiscal Year. For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such fund are held by or on behalf of each such Fund. If necessary, such investments shall be promptly sold to prevent any default. Any investment made with money deposited to the credit of the Reserve Portion of the Bond Fund shall not have a maturity in excess of five (5) years.

## ARTICLE VIII SALE AND DELIVERY OF BONDS; DEPOSIT OF PROCEEDS

### Section 8.01 Sale of Bonds; Official Statement.

(a) The Bonds shall be sold at negotiated sale to the Underwriters in accordance with the terms of this Ordinance, including this Section 8.01(a) and Exhibit B hereto, provided that all of the conditions set forth in Exhibit B can be satisfied. As authorized by Chapter 1207 and Chapter 1371, the Authorized Officer is authorized to act on behalf of the City upon determining that the conditions set forth in Exhibit B can be satisfied, in selling and delivering each series of Bonds and carrying out the other procedures specified in this Ordinance, including determining (i) the total aggregate principal amount and the number of series of the Bonds, (ii) the date(s) on which the Bonds of each series will be sold and delivered, (iii) whether to acquire bond insurance for each series of Bonds, (iv) the amount and manner of funding the reserve fund requirement, (v) the price at which the Bonds of each series will be sold, (vi) the Refunded Obligation Candidates to be refunded and their redemption dates, (vii) the number and any additional or different title or designation for each series of Bonds to be issued, (viii) the form in which the Bonds of each series shall be issued, (ix) the dates on which the Bonds of each series will mature, the principal amount to mature in each year, the rate of interest to be borne by each such maturity, the interest payment dates, and the initial date from which interest will accrue, (x) the dates, prices and other terms upon and at which the Bonds of each series shall be subject to redemption prior to maturity (including terms for optional and mandatory redemption), (xi) whether the Bonds will be issued as Tax-Exempt Bonds and/or Taxable Bonds, and (xii) all other terms and provisions of the Bonds and matters relating to the issuance, sale and delivery of the Bonds and the refunding of the Refunded Obligations, all of which shall be specified in the Pricing Certificate for each series of Bonds.

The Authorized Officer may approve modifications to this Ordinance to conform to the terms of the Bonds, as approved by the Authorized Officer, and execute any instruments, agreements and other documents as the Authorized Officer shall deem necessary or appropriate in connection with the issuance, sale and delivery of Bonds pursuant to this Ordinance.

The authority granted to the Authorized Officer under this Section 8.01(a) shall expire at 11:59 p.m., on the first anniversary of the date of this Ordinance (the "Expiration Date"), unless

otherwise extended by the City Council by separate action. Bonds sold pursuant to a Bond Purchase Contract executed on or before the Expiration Date may be delivered after such date.

In satisfaction of Section 1201.022(a)(3), Texas Government Code, the City Council hereby determines that the delegation of the authority to the Authorized Officer to approve the final terms and conditions of each series of the Bonds as set forth in this Ordinance is, and the decisions made by the Authorized Officer pursuant to such delegated authority and incorporated in a Pricing Certificate will be, in the best interests of the City and shall have the same force and effect as if such determination were made by the City Council, and the Authorized Officer is hereby authorized to make and include in a Pricing Certificate an appropriate finding to that effect. Any finding or determination made by the Authorized Officer relating to the issuance and sale of the Bonds and the execution of the Bond Purchase Contract in connection therewith shall have the same force and effect as a finding or determination made by the City Council.

(b) The Authorized Officer is hereby authorized and directed to execute and deliver a purchase contract with respect to each series of Bonds (the “Bond Purchase Contract”) in the form and on the terms approved by the Authorized Officer, and all other officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds.

(c) The form and substance of the Preliminary Official Statement, and any addenda, supplement or amendment thereto, are hereby in all respects approved and adopted for use in connection with the public offering and sale of each series of Bonds, with such appropriate variations as shall be approved by the Authorized Officer, and the Preliminary Official Statement is hereby deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Authorized Officer is hereby authorized and directed to cause to be prepared a final Official Statement (the “Official Statement”) incorporating applicable pricing information and other terms pertaining to each series of Bonds, and to execute the same by manual or facsimile signature and deliver appropriate numbers of executed copies thereof to the Underwriters. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Authorized Officer and the Underwriters, may be used by the Underwriters in the public offering and sale of the Bonds. The use and distribution of the Preliminary Official Statement, and the preliminary public offering of the Bonds by the Underwriters, is hereby approved and confirmed.

(d) All officers of the City are authorized to execute such documents, certificates, receipts and other instruments as they may deem appropriate in order to consummate the delivery of the Bonds in accordance with the terms of sale therefor including, without limitation, the Bond Purchase Contract.

(e) The obligation of the Underwriters to accept delivery of the Bonds is subject to the closing conditions set forth in the Bond Purchase Contract, including specifically the Underwriters being furnished with the final, approving opinion of Orrick, Herrington & Sutcliffe LLP, bond counsel for the City, which opinion shall be dated as of and delivered on the Closing Date.

Section 8.02 Control and Delivery of Bonds.

(a) The Authorized Officer of the City is hereby authorized to have control of the Initial Bond 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 Bonds shall be made to the Underwriters under and subject to the general supervision and direction of the Authorized Officer, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor or City Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tern and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tern and the Assistant City Secretary shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor and City Secretary, respectively.

Section 8.03 Deposit of Proceeds.

Proceeds from the sale of the Bonds shall be applied in accordance with the provisions set forth in the Pricing Certificate for such Bonds, which may provide for the creation of any special accounts deemed necessary or appropriate by the Authorized Officer.

ARTICLE IX  
PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01 Additional Bonds.

In addition to the right to issue obligations of inferior lien as authorized by the laws of the State of Texas, the City hereby reserves the right to issue Additional Bonds which, when duly authorized and issued in compliance with the terms and conditions hereinafter appearing, shall be on a parity with the Previously Issued Bonds and the Bonds herein authorized, payable from and equally and ratably secured by a first lien on and pledge of the Net Revenues of the System. The Additional Bonds may be issued in one or more installments, provided, however, that none shall be issued unless and until the following conditions have been met:

(a) The Mayor and Chief Financial Officer have certified that the City is not then in default as to any covenant, condition or obligation prescribed by any ordinance authorizing the issuance of Bonds Similarly Secured then Outstanding, including showings that all interest, sinking and reserve funds then provided for have been fully maintained in accordance with the provisions of said ordinances;

(b) The applicable laws of the State of Texas in force at the time provide permission and authority for the issuance of such Additional Bonds and have been fully complied with;

(c) The Additional Bonds are made to mature on April 15 or October 15, or both, in each of the years in which they are provided to mature;

(d) The Reserve Portion of the Bond Fund shall be accumulated and supplemented as necessary to maintain a sum which shall be not less than the Average Annual Debt Service requirements of all bonds secured by a first lien on and pledge of the Net Revenues of the System which will be outstanding upon the issuance of any series of Additional Bonds. Accordingly, each ordinance authorizing the issuance of any series of Additional Bonds shall provide for any required increase in the Reserve Portion, and if supplementation is necessary to meet all conditions of said Reserve Portion, said ordinances shall make provision that same be supplemented by the required amounts in equal monthly installments over a period of not to exceed sixty (60) calendar months from the dating of such Additional Bonds;

(e) The City has secured a certificate or opinion from an independent certified public accountant to the effect that, according to the books and records of the City, the Net Revenues of the System were, during the last completed Fiscal Year, or during any consecutive twelve (12) months period of the last eighteen (18) consecutive months prior to the month of adoption of the ordinance authorizing the Additional Bonds, equal to at least 1.25 times the Average Annual Debt Service requirements of the Bonds Similarly Secured which will be outstanding upon the issuance of the Additional Bonds; and further demonstrating that for the same period as is employed in arriving at the aforementioned test said Net Revenues were equal to at least 1.10 times the maximum annual principal and interest requirements of all Bonds Similarly Secured as will be outstanding upon the issuance of the Additional Bonds. In making a determination of the Net Revenues, the certified public accountant may take into consideration a change in the charges for services afforded by the System that became effective at least 60 days prior to the last day of the period for which Revenues are determined and, for purposes of satisfying the above Net Revenues test, make a pro-forma determination of the Net Revenues of the System for the period of time covered by his certification or opinion based on such change in charges being in effect for the entire period covered by the certificate or opinion of the certified public accountant.

When thus issued, such Additional Bonds may be secured by a pledge of the Net Revenues of the System on a parity in all things with the pledge securing the issuance of the Bonds and the Previously Issued Bonds.

#### Section 9.02 Rates and Charges.

The City hereby covenants and agrees with the owners of the Bonds that rates and charges for electric power and energy afforded by the System will be established and maintained to provide revenues sufficient at all times to pay:

(a) all necessary and reasonable expenses of operating and maintaining the System as set forth in the definition "Net Revenues" and to recover depreciation;

(b) the amounts required to be deposited to the Bond Fund to pay the principal of and interest on the Bonds Similarly Secured as the same becomes due and payable and to accumulate and maintain the reserve amount required to be deposited therein; and

(c) any other legally incurred indebtedness payable from the revenues of the System and/or secured by a lien on the System or the revenues thereof.

Section 9.03 Maintenance and Operation; Insurance.

In regard to the operations and properties of the System, the City agrees to carry and maintain liability and property damage insurance of the kind and in the amounts customarily carried by municipal corporations in Texas on such kind of properties; provided, however, the City, in lieu of and/or in combination with carrying such insurance, may self-insure against all perils and risks by establishing self-insurance reserves.

Section 9.04 Records, Accounts, Accounting Reports.

The City hereby covenants and agrees while any of the Bonds or any interest thereon remain Outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts pertaining to the operation of the System separate and apart from all other records and accounts of the City in accordance with generally accepted accounting principles prescribed for municipal corporations, and complete and correct entries shall be made of all transactions relating to said System, as provided by applicable law. The Owner of any Bonds, or any duly authorized agent or agents of such Owner, shall have the right at all reasonable times to inspect all such records, accounts and data relating thereto and to inspect the System and all properties comprising the same. The City further agrees that as soon as possible following the close of each Fiscal Year, it will cause an audit of such books and accounts to be made by an independent firm of certified public accountants. Each such audit, in addition to whatever other matters may be thought proper by the certified public accountant, shall particularly include the following:

- (a) A detailed statement of the income and expenditures of the System for such Fiscal Year;
- (b) A balance sheet as of the end of such Fiscal Year;
- (c) The comments of such accountant regarding the manner in which the City has complied with the covenants and requirements of this Ordinance and his recommendations for any changes or improvements in the operation, records and accounts of the System;
- (d) A list of the insurance policies in force at the end of the Fiscal Year on the System properties, setting out as to each policy the amount thereof, the risk covered, the name of the insurer, and the policy's expiration date;
- (e) A list of the securities which have been on deposit as security for the money in the Bond Fund throughout the Fiscal Year and a list of the securities, if any, in which the Reserve Portion of the Bond Fund has been invested; and
- (f) The total number of metered and unmetered customers, if any, connected with the System at the end of the Fiscal Year.

Expenses incurred in making the audits above referred to are to be regarded as maintenance and operating expenses of the System and paid as such. Copies of the aforesaid annual audit shall

be furnished upon written request to the original purchasers and any subsequent Owners of the Bonds.

Section 9.05 Further Covenants.

The City hereby further covenants and agrees as follows:

(a) That it has the lawful power to pledge the Net Revenues to the payment of the Bonds and has lawfully exercised said power under the Constitution and laws of the State of Texas; that the Previously Issued Bonds, the Bonds and the Additional Bonds, when issued, shall be ratably secured under said pledge in such manner that one bond shall have no preference over any other bond of said issues.

(b) That, other than for the payment of the Previously Issued Bonds and the Bonds, the Net Revenues are not in any manner now pledged to the payment of any debt or obligation of the City or of the System on a parity with the Previously Issued Bonds and the Bonds.

(c) That, for so long as any of the Bonds or any interest thereon remain Outstanding, the City will not sell, lease or encumber the System or any substantial part thereof; provided, however, this covenant shall not be construed to prohibit the sale of such machinery, or other properties or equipment which has become obsolete or otherwise unsuited to the efficient operation of the System when other property of equal value has been substituted therefor, and, also, with the exception of the Additional Bonds expressly permitted by this Ordinance to be issued, it will not encumber the Net Revenues unless such encumbrance is made junior and subordinate to all of the provisions of this Ordinance. In the event the City sells the System, the City will use proceeds of such sale to provide for final payment of the Bonds, the Previously Issued Bonds, and any Additional Bonds.

(d) That, it will cause to be rendered monthly to each customer receiving electric services a statement therefor and will not accept payment of less than all of any statement so rendered, using its power under existing ordinances and under all such ordinances to become effective in the future to enforce payment, to withhold service from such delinquent customers and to enforce and authorize reconnection charges.

(e) That it will faithfully and punctually perform all duties with respect to the System required by the Constitution and laws of the State of Texas, including the making and collecting of reasonable and sufficient rates for services supplied by the System, and the segregation and application of the revenues of the System as required by the provisions of this Ordinance.

(f) That no free service shall be provided by the System and to the extent the City or its departments or agencies utilize the services provided by the System, payment shall be made therefor at rates charged to others for similar service.

Section 9.06 Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance; the City will promptly pay or cause to be paid the principal of, premium, if any, and interest on each Bond on the dates and at the places and



manner prescribed in such Bond; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 9.07 Federal Income Tax Exclusion of Interest on Tax-Exempt Bonds.

(a) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause the interest on such Tax-Exempt Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City shall have received a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Tax-Exempt Bond, the City shall comply with each of the specific covenants in this Section.

(b) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall, at all times after the Issue Date of any Tax-Exempt Bond and prior to the last stated maturity of the Tax-Exempt Bonds

(i) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds of such Tax-Exempt Bond (including property financed with Gross Proceeds of the Refunded Obligations or notes or bonds refunded by the Refunded Obligations) and not use or permit the use of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity other than a state or local government, unless such use is solely as a member of the general public, or

(ii) not directly or indirectly impose or accept any charge or other payment for use of Gross Proceeds of such Tax-Exempt Bond or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Obligations or notes or bonds refunded by the Refunded Obligations) other than taxes of general application and interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(c) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of such Tax-Exempt Bond to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, Gross Proceeds are considered to be “loaned” to a person or entity if (1) property acquired, constructed or improved with Gross Proceeds (including property

financed with Gross Proceeds of the Refunded Obligations or notes or bonds refunded by the Refunded Obligations) is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes, (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement, or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or such property are otherwise transferred in a transaction which is the economic equivalent of a loan.

(d) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the final stated maturity or final payment of such Tax-Exempt Bond, directly or indirectly invest Gross Proceeds of such Tax-Exempt Bond in any Investment (or use such Gross Proceeds to replace money so invested), if as a result of such investment the Yield of all Investments allocated to such Gross Proceeds whether then held or previously disposed of, exceeds the Yield on the Tax-Exempt Bonds.

(e) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Tax-Exempt Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(f) Information Report. The City shall timely file with the Secretary of the Treasury the information required by Section 149(e) of the Code with respect to the Tax-Exempt Bonds on such forms and in such place as such Secretary may prescribe.

(g) Payment of Rebate Amount. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder, the City shall:

(i) account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of such accounting for at least six years after the final Computation Date. The City may, however, to the extent permitted by law, commingle Gross Proceeds of the Tax-Exempt Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of such Gross Proceeds and the obligations acquired therewith,

(ii) calculate the Rebate Amount with respect to the Tax-Exempt Bonds not less frequently than each Computation Date, in accordance with rules set forth in Section 148(f) of the Code, Section 1.148-3 of the Regulations, and the rulings thereunder. The City shall maintain a copy of such calculations for at least six years after the final Computation Date,

(iii) as additional consideration for the purchase of the Tax-Exempt Bonds by the initial purchaser thereof and the loan of the money represented thereby, and in order to induce such purchase by measures designed to ensure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, pay to the United States the amount described in paragraph (ii) above at the times, in the installments, to the place, in the manner and accompanied by such forms or other

information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and

(iv) exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (ii) and, if such error is made, to discover and promptly to correct such error within a reasonable amount of time thereafter, including payment to the United States of any interest and any penalty required by the Regulations.

(h) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Tax-Exempt Bonds, not been relevant to either party.

(i) Not Hedge Bonds. The City did not invest more than 50 percent of the Proceeds of any series of the Refunded Obligations (or, if applicable, the obligations refunded by the Refunded Obligations (the "Original Bonds")) in Nonpurpose Investments having a guaranteed yield for four years or more. On the Issue Date of the Refunded Obligations, or, if applicable, the Original Bonds, the City reasonably expected that at least 85 percent of the Net Sale Proceeds of each series of the Refunded Obligations, or, if applicable, the Original Bonds, would be used to carry out the governmental purpose of such series within three years after the Issue Date of such series.

Section 9.08 Disposition of Project. The City covenants that the property financed or refinanced with the proceeds of the Tax-Exempt Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of a nationally-recognized bond counsel substantially to the effect that such sale or other disposition will not adversely affect the tax-exempt status of the Tax-Exempt Bonds. For purposes of this Section, the portion of the property comprising personal property and disposed of in the ordinary course of business shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this Section, the City shall not be obligated to comply with this covenant if it obtains an opinion of a nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

## ARTICLE X DEFAULT AND REMEDIES

### Section 10.01 Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(a) defaults in payments to be made to the Bond Fund as required by this Ordinance;  
or

(b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance.

Section 10.02 Remedies for Default.

(a) Upon the happening of any Event of Default, then any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance and shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the City Council and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then Outstanding.

Section 10.03 Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy 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 Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

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 or power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XI  
DISCHARGE

Section 11.01 Discharge.

Except as otherwise provided in the Pricing Certificate, the Bonds may be defeased, discharged or refunded in any manner permitted by applicable law.

ARTICLE XII  
CONTINUING DISCLOSURE UNDERTAKING

Section 12.01 Annual Reports.

(a) The City shall provide annually to the MSRB, (1) within six (6) months after the end of each fiscal year of the City, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 8.01 of this Ordinance, being information of the type described in Exhibit A hereto, including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part such financial information and operating data, audited financial statements of the

City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit A, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

(b) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

#### Section 12.02 Event Notices.

(a) The City shall notify the MSRB, in a timely manner (not in excess of ten (10) business days after the occurrence of an event), of any of the following events with respect to the Bonds:

- (i) principal and interest payment delinquencies;
- (ii) nonpayment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) modifications to rights of Owners, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) defeasances;

- (x) release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) rating changes;
- (xii) bankruptcy, insolvency, receivership or similar event of the City;
- (xiii) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) appointment of a successor trustee or change in the name of the trustee, if material;
- (xv) incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

As used in clause (xii) above, the phrase “bankruptcy, insolvency, receivership or similar event” means the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court of governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if jurisdiction has been assumed by leaving the City Council and official or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

The City intends the words used in the preceding paragraphs (xv) and (xvi) and the definition of Financial Obligation to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

(b) The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 12.01 of this Ordinance by the time required by such Section.

#### Section 12.03 Identifying Information.

All documents provided to the MSRB pursuant to this Article shall be provided in an electronic format and be accompanied by identifying information as prescribed by the MSRB.

Section 12.04 Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any Bond calls and any defeasances that cause the City to be no longer an “obligated person.”

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (B) an entity or individual person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.01 an



explanation, in narrative form, of the reasons for the amendment and of the impact of any change in type of financial information or operating data so provided.

ARTICLE XIII  
AMENDMENTS; ATTORNEY GENERAL MODIFICATION

Section 13.01 Amendments.

(a) This Ordinance shall constitute a contract with the Owners, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains Outstanding except as permitted in this Section. The City may, without consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of the Owners of the Bonds holding a majority in aggregate principal amount of the Bonds then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners of Outstanding Bonds, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (ii) give any preference to any Bond over any other Bond, or (iii) reduce the aggregate principal amount of Bonds required to be held by Owners for consent to any such amendment, addition, or rescission.

(b) From and after the date that all of the Previously Issued Bonds dated on or before August 31, 2021, are no longer Outstanding, the provisions of subsection (c) of this Section 13.01 shall apply to the Bonds and any Additional Bonds, and the provisions contained in subsection (a) of this Section 13.01 shall be of no force and effect. Prior to such date, the provisions of subsection (c) of this Section 13.01 shall be of no force or effect.

(c) This Ordinance shall constitute a contract with the Owners, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains Outstanding except as permitted in this Section. The City may, without consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. The Owners of the Bonds Similarly Secured aggregating a majority in principal amount of then Outstanding Bonds Similarly Secured shall have the right from time to time to approve, in writing, any amendment to this Ordinance; provided, however, that without the consent of the Owners of all of the Bonds Similarly Secured at the time Outstanding, nothing herein contained shall permit or be construed to permit the amendment of the terms and conditions in this Ordinance or in the Bonds Similarly Secured so as to:

(i) Make any change in the maturity of the Outstanding Bonds Similarly Secured;

(ii) Reduce the rate of interest borne by any of the Outstanding Bonds Similarly Secured;

(iii) Reduce the amount of the principal payable on the Outstanding Bonds Similarly Secured;

(iv) Modify the terms of payment of principal of or interest on the Outstanding Bonds Similarly Secured or impose any conditions with respect to such payment;

(v) Affect the rights of the holders of less than all of the Bonds Similarly Secured then Outstanding; or

(vi) Change the minimum percentage of the principal amount of Bonds Similarly Secured necessary for consent to such amendment.

Section 13.02 Attorney General Modification.

In order to obtain the approval of the Bonds by the Attorney General of the State of Texas, any provision of this Ordinance may be modified, altered or amended after the date of its adoption if required by the Attorney General in connection with the Attorney General's examination as to the legality of the Bonds and approval thereof in accordance with the applicable law. Such changes, if any, shall be provided to the City Secretary and the City Secretary shall insert such changes into this Ordinance as if approved on the date hereof.

ARTICLE XIV

REDEMPTION OF REFUNDED OBLIGATIONS; APPROVAL OF ESCROW AGREEMENT;  
PURCHASE OF ESCROWED SECURITIES

Section 14.01 Redemption of Refunded Obligations.

(a) To the extent that the Refunded Obligations are being repaid prior to maturity, the City hereby calls the Refunded Obligations for redemption prior to maturity on the dates and at the prices set forth in the Pricing Certificate.

(b) The Authorized Officer is hereby authorized and directed to cause a copy of this Ordinance (or other satisfy evidence that the Refunded Obligations are being called for redemption) to be delivered to each paying agent/registrar for the Refunded Obligations, the delivery of which shall constitute notice of redemption and notice of defeasance to such paying agent/registrar.

Section 14.02 Escrow Securities.

The Mayor and the Authorized Officer, either or both, are hereby authorized to make necessary arrangements for the purchase of the Escrow Securities, if any, referenced in the Escrow Agreement, as may be necessary for the Escrow Fund and the application for the acquisition of the Escrow Securities is hereby approved and ratified. Following the deposits to the Escrow Fund as

specified herein and in the Pricing Certificate, the Refunded Obligations shall be payable solely from and secured by such deposits.

Section 14.03 Arrangements for Defeasance of Refunded Obligations.

The Authorized Officer may execute and deliver an escrow agreement, a deposit agreement or a similar agreement (each an “Escrow Agreement”) or a letter of instructions or any other instrument relating to the safekeeping, investment, administration and disposition of moneys deposited to effect the defeasance of the Refunded Obligations in such form and subject to such terms and conditions as the Authorized Officer determines may be necessary or convenient to carry out the intent and purpose of this Ordinance.

Section 14.04 Notice of Redemption.

Each paying agent/registrar for the Refunded Obligations is hereby authorized and directed to give notice of redemption and deposit with respect to the Refunded Obligations as required under the ordinance pursuant to which the Refunded Obligations were issued.

ARTICLE XV  
EFFECTIVE IMMEDIATELY

Section 15.01 Effective Immediately.

Notwithstanding the provisions of the City Charter, this Ordinance shall become effective immediately upon its adoption at this meeting pursuant to Section 1201.028, Texas Government Code.

*[Signature Page Follows.]*

PRESENTED, FINALLY PASSED AND APPROVED, AND EFFECTIVE on the 10th day of August, 2021, at a regular meeting of the City Council of the City of Lubbock, Texas.

\_\_\_\_\_  
DANIEL M. POPE, Mayor

ATTEST:

\_\_\_\_\_  
REBECCA GARZA, City Secretary

APPROVED AS TO CONTENT:

By: \_\_\_\_\_  
D. BLU KOSTELICH, Chief Financial Officer

APPROVED AS TO FORM:

By: \_\_\_\_\_  
JERRY V. KYLE, JR., Bond Counsel

*Signature Page for Ordinance*

## **SCHEDULE I**

### **REFUNDED OBLIGATION CANDIDATES**

- All of the outstanding obligations issued pursuant to the City's Electric Light and Power System Revenue Revolving Note Program established by an ordinance adopted on April 23, 2019.

## **EXHIBIT A**

### **DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION\***

The following information is referred to in Article XII of this Ordinance.

#### **Annual Financial Statements and Operating Data**

The financial information and operating data with respect to the City to be provided annually in accordance with such Article are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. Statistical and financial data set forth in the Official Statement in “APPENDIX A - FINANCIAL INFORMATION REGARDING THE SYSTEM” (Tables 1–13).
2. The portions of the financial statements of the City appended to the Official Statement as APPENDIX B, but for the most recently concluded fiscal year.
3. The portions of the financial statements of Lubbock Power & Light appended to the Official Statement as APPENDIX C, but for the most recently concluded fiscal year.

#### **Accounting Principles**

The accounting principles referred to in such Article XII are the accounting principles described in the notes to the respective financial statements appended to the Official Statement.

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\* Subject to any changes prescribed by the Pricing Certificate.

## **EXHIBIT B**

### **SALE PARAMETERS**

In accordance with Section 8.01(a) of the Ordinance, the following conditions with respect to the Bonds must be satisfied in order for the Authorized Officer to act on behalf of the City in selling and delivering the Bonds to the Underwriters:

(a) the price to be paid for the Bonds shall be not less than 90% of the aggregate principal amount of the Bonds;

(b) the Bonds shall not bear interest at a rate greater than the maximum rate allowed by Chapter 1204, Texas Government Code, as amended;

(c) the aggregate principal amount of the Bonds shall produce proceeds in an amount sufficient to fund the purposes described in Section 3.01 and such aggregate principal amount shall not exceed the maximum amount authorized in Section 3.01;

(d) the maximum maturity for the Bonds shall not exceed thirty-one (31) years from the date of their delivery; and

(e) the Bonds to be issued, prior to delivery, must have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long term obligations.



**EXHIBIT C**

**FORM OF THE BONDS**

The form of the Bonds shall be generally in the form set forth below, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas to accompany the initially delivered Bonds, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Bonds shall be substantially as follows, provided however, that the substantially final form of the Bonds shall be set forth in or attached to the Pricing Certificate and shall incorporate and reflect the final terms of the Bonds set forth in the Pricing Certificate:

(a) Form of Bond.

REGISTERED  
No. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

United States of America  
State of Texas  
County of Lubbock

CITY OF LUBBOCK, TEXAS  
ELECTRIC LIGHT AND POWER SYSTEM REVENUE BOND  
SERIES 2021

INTEREST RATE: \_\_\_\_\_%      MATURITY DATE: \_\_\_\_\_, \_\_\_\_\_      BOND DATE: \_\_\_\_\_, \_\_\_\_\_<sup>1</sup>      CUSIP NUMBER: \_\_\_\_\_

The City of Lubbock (the "City"), in the County of Lubbock, State of Texas, for value received, hereby promises to pay to

\_\_\_\_\_

or registered assigns, but solely from the sources and in the manner hereinafter provided, on the Maturity Date specified above, the sum of

\_\_\_\_\_ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of \_\_\_\_\_<sup>2</sup> or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the

\_\_\_\_\_

<sup>1</sup> Information to be inserted from Pricing Certificate.

<sup>2</sup> Information to be inserted from Pricing Certificate.

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 April 15 and October 15 of each year, commencing \_\_\_\_\_.<sup>3</sup> All capitalized terms used herein but not defined shall have the meaning assigned to them in the Ordinance (defined below).

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate office in \_\_\_\_\_, \_\_\_\_\_ (the “Designated Payment/Transfer Office”), of, \_\_\_\_\_ the initial Paying Agent/Registrar, or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the interest payment date, and mailed by the Paying Agent/Registrar to the registered owner at the address shown on the Register kept by the Paying Agent/Registrar, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expense of such other banking arrangement. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the “Record Date,” which shall be the last Business Day of the month next preceding an Interest Payment Date.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday or day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday or day on which banking institutions are required or authorized to close and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Bond is one of a series of fully registered bonds specified in the title hereof issued in the aggregate principal amount of \$ \_\_\_\_\_<sup>4</sup> (herein referred to as the “Bonds”), issued pursuant to the authority provided by Chapters 1207, 1371 and 1502, Texas Government Code, as amended, and a certain ordinance of the City (the “Ordinance”), for the purposes of (i) paying the costs of acquiring, purchasing, constructing, improving, renovating, enlarging, and/or equipping property, buildings, structures, facilities, and/or related infrastructure for the System, (ii) refunding the Refunded Obligations (as defined in the Ordinance), (iii) funding the reserve fund requirement for the Bonds, and (iv) paying the costs of issuing the Bonds and refunding the Refunded Obligations.

The Bonds, together with certain outstanding parity lien revenue bonds of the City, are secured by and payable solely from a first lien on and pledge of the Net Revenues of the System, as provided or incorporated by reference in the Ordinance. The Bonds constitute special obligations of the City payable solely from the sources and in the manner set forth herein and in the Ordinance and not from any other revenues, funds or assets of the City.

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<sup>3</sup> Information to be inserted from Pricing Certificate.

<sup>4</sup> Information to be inserted from Pricing Certificate.

The City has reserved the right, subject to the restrictions stated or incorporated by reference in the Ordinance, to issue additional parity revenue bonds that may be secured in the same manner and on a parity with the Bonds and the Previously Issued Bonds.

[The City has reserved the option to redeem the Bonds maturing on or after April 15, 20\_\_, before their respective scheduled maturities in whole or in part on April 15, 20\_\_, or on any date thereafter, at a price equal to the principal amount of the Bonds so called for redemption plus accrued interest to the date fixed for redemption. If less than all of the Bonds are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portion thereof, within such maturity and in such principal amounts, for redemption.]<sup>5</sup>

[Bonds maturing on April 15, 20\_\_ (the “Term Bonds”) are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the City, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

Term Bonds Maturing April 15, 20\_\_

<u>Redemption Date</u>	<u>Principal Amount</u>
April 15, 20__	
April 15, 20__	
April 15, 20__ (maturity)	

The Paying Agent/Registrar will select by lot or by any other customary method that results in a random selection the specific Term Bonds (or with respect to Term Bonds having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]<sup>6</sup>

Notice of such redemption or redemptions shall be given by first class mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the registered owner of each of the Bonds to be redeemed in whole or in part. Subject to the right of the City to give a conditional notice of redemption with respect to an optional redemption, as described below, notice having been so given, the Bonds or portions thereof designated for redemption shall become due and payable on the redemption date specified in such notice; from and after such date,

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<sup>5</sup> Information to be inserted from Pricing Certificate.

<sup>6</sup> Insert mandatory sinking fund redemption provisions, if any, and revise as necessary to conform to the Pricing Certificate.

notwithstanding that any of the Bonds or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.

Notice of such redemption or redemptions shall be given by first class mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the registered owner of each of the Bonds to be redeemed in whole or in part. In the Ordinance, the City reserves the right in the case of an optional redemption to give notice of its election or direction to redeem Bonds 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 Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

As provided in the Ordinance and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer 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; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond 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 Bond is registered on the Record Date) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Paying Agent/Registrar, nor any such agent shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that this Bond has been duly and validly issued and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the issuance and delivery of this Bond have been performed, existed, and been done in accordance with law; that the Bonds do not exceed any constitutional or statutory limitation; and that provision has been made for the payment of the principal of and interest on the Bonds by irrevocably pledging the net revenues of the System, as hereinabove recited.

The registered owner hereof shall never have the right to demand payment of this Bond out of any funds raised or to be raised by taxation.

IN WITNESS WHEREOF, the City has caused this Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Bond.

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Mayor, City of Lubbock, Texas

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City Secretary, City of Lubbock, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Bonds if such Certificate on the initial Bond is fully executed.

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
OF THE STATE OF TEXAS	§	

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding special obligation of the City of Lubbock, Texas, payable from the revenues pledged to its payment by and in the ordinance authorizing same and that said bond has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts of the State  
of Texas

[SEAL]

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Bond if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

It is hereby certified that this Bond has been issued under the provisions of the Ordinance described on this Bond; and that this Bond has been issued in conversion of and exchange for or replacement of a bond, bonds, or portion of a bond or bonds of an issue which was originally approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas as shown in the records kept by the undersigned.

\_\_\_\_\_  
as Paying Agent/Registrar

By: \_\_\_\_\_  
Authorized Representative

Dated: \_\_\_\_\_

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee):

\_\_\_\_\_

\_\_\_\_\_ (Social

Security or other identifying number: \_\_\_\_\_) the within Bond and all rights hereunder and

hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Bond on

the books kept for registration hereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

Signature Guaranteed By: \_\_\_\_\_

Authorized Signatory \_\_\_\_\_

(e) The Initial Bond shall be in the form set forth in subsections (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Bond (which name shall be set forth in the Pricing Certificate), the headings "INTEREST RATE" and "MATURITY DATE" shall be completed with the words "As shown below";

(ii) in the first paragraph of the Bond, the words "on the Maturity Date specified above" shall be deleted and the following will be inserted: "on April 15 in each of the years, in the principal installments and bearing interest at the per annum rates in accordance with the following schedule:

Year	Principal Installment	Interest Rate
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(Information to be inserted from the Pricing Certificate)

(iii) the Initial Bond shall be numbered T-1.





## Regular City Council Meeting

7. 20.

Meeting Date: 08/10/2021

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### Information

#### Agenda Item

**Ordinance Single Reading - Lubbock Power & Light:** Consider an ordinance approving the extension of the Commitment Expiration Date of the Note Purchase Agreement for City of Lubbock, Texas, Electric Light and Power System Revenue Revolving Notes, a reduction to the Available Commitment under such Agreement, providing a substitute index for floating rate notes, and other necessary and appropriate amendments; approving and authorizing certain authorized officers to act on behalf of the City; and providing for other matters incident and related thereto.

#### Item Summary

As part of the integration of the remaining load into the Electric Reliability Council of Texas (ERCOT) system, Lubbock Power & Light (LP&L) anticipates a sizeable capital improvement project for distribution projects that will improve its reliability and move customers from the legacy Southwest Power Pool (SPP) system to the ERCOT system.

The ordinance authorizes the extension of the Commitment Expiration Date of the Note Purchase Agreement relating to the City's Electric Light and Power System Revenue Revolving Notes (Notes). By extending the Commitment Expiration Date of the Note Purchase Agreement, the City will preserve the ability to issue Notes, from time to time, in an aggregate principal amount not to exceed \$75,000,000. The Notes will be issued on a subordinate basis to LP&L's outstanding debt, and will be issued only upon approval of an amended Note Purchase Agreement with Bank of America.

The ordinance authorizing the issuance of the Notes is a "parameters ordinance" delegating authority to the Mayor, City Manager, the Chief Financial Officer of the City, the Director of Electric Utilities, or the Chief Financial Officer of LP&L (each an "Authorized Officer"), to approve the principal amount, the interest rate, the number of series, the price, and the other terms of the Notes, and to otherwise take such actions as are necessary and appropriate to effect the sale of such Notes. The proceeds of Notes will be used for the acquisition, purchase, construction, improvement, renovation, enlargement, and/or equipment of property, buildings, structures, facilities, equipment and/or related infrastructure for LP&L, including capital assets and facilities incident and related to the operation, maintenance and administration thereof.

The Program is expected to be utilized through December 31, 2024, to provide interim financing for LP&L's capital program, including the transition costs of the remaining load from SPP to ERCOT and including capitalized interest during and after the period of construction of the facilities.

A summary of the Program's key terms (following amendment) is as follows:

- Program Size: \$60,000,000 with the ability to expand up to \$75,000,000
- Type of Facility: Direct Purchase Revolving Note Program
- Purpose: Fund distribution upgrades and other distribution needs in the City
- Expected Closing Date: August 31, 2021
- Program Expiration Date: December 31, 2024

- Maximum Maturity Date for Individual Notes: 364 days from Purchase Date
- Tax Status: Tax-Exempt (flexibility to draw on taxable basis as well)
- Lien: Subordinate to existing senior lien bonds
- Drawn Rate Pricing: Securities Industry and Financial Markets Association (SIFMA) + 38 basis points (bps)
- Commitment Fee: Flat fee based on program utilization
- Rate Covenant: 1.0x

A listing of parties to the transaction is as follows:

- Issuer: City of Lubbock, Texas - Lubbock Power & Light (rated A1/A+/A+)
- Initial Note Purchaser: Bank of America, N.A. (rated Aa2/A+/AA)
- Bond Counsel: Orrick, Herrington & Sutcliffe LLP, represented by Jerry Kyle and Ben Morse
- Financial Advisor: RBC Capital Markets, represented by Matt Boles
- Paying Agent/Registrar: Bank of New York

At the conclusion of the program, LP&L intends to issue long-term financing to take-out all outstanding principal and interest amounts.

### **Fiscal Impact**

The note proceeds will be used to fund capital projects and capitalized interest related to the financing. Based on the current draw schedule, it is estimated that costs related to the program will total roughly \$1,211,000, broken down as follows:

- interest costs - \$920,000
- undrawn fees - \$135,000
- bond counsel fees - \$65,000
- financial advisor fee - \$51,000
- bank counsel fees - \$15,000
- miscellaneous fees - \$25,000 (safekeeping, administrative, delivery, redemption, maturity, and paying agent fees)

The Note Purchase Agreement and the Paying Agent/Registrar Agreement are available for review in the Office of the City Secretary.

### **Staff/Board Recommending**

D. Blu Kostelich, Chief Financial Officer

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### **Attachments**

Ordinance

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**Ordinance No. 2021 – O \_\_\_\_**

**ORDINANCE APPROVING THE EXTENSION OF THE COMMITMENT EXPIRATION DATE OF THE NOTE PURCHASE AGREEMENT FOR CITY OF LUBBOCK, TEXAS, ELECTRIC LIGHT AND POWER SYSTEM REVENUE REVOLVING NOTES, A REDUCTION TO THE AVAILABLE COMMITMENT UNDER SUCH AGREEMENT, PROVIDING A SUBSTITUTE INDEX FOR FLOATING RATE NOTES, AND OTHER NECESSARY AND APPROPRIATE AMENDMENTS; APPROVING AND AUTHORIZING CERTAIN AUTHORIZED OFFICERS TO ACT ON BEHALF OF THE CITY; AND PROVIDING FOR OTHER MATTERS INCIDENT AND RELATED THERETO**

STATE OF TEXAS                   §  
COUNTY OF LUBBOCK         §  
CITY OF LUBBOCK             §

WHEREAS, the City Council (the “City Council”) of the City of Lubbock, Texas (the “City”), has heretofore authorized the issuance of its City of Lubbock, Texas, Electric Light and Power System Revenue Revolving Notes (the “Notes”) pursuant to an ordinance adopted on April 23, 2019 (“Note Ordinance”);

WHEREAS, the City has entered into that certain Note Purchase Agreement, dated June 5, 2019 (the “Note Purchase Agreement”) with Bank of America, N.A. (the “Bank”);

WHEREAS, pursuant to the Note Purchase Agreement, the Bank has agreed, upon and subject to the terms and conditions contained in the Note Purchase Agreement, to purchase from the City from time to time Notes through the Commitment Expiration Date (unless the Bank’s obligation is terminated prior to such date in accordance with the Note Purchase Agreement), which is scheduled to occur on or before December 31, 2021;

WHEREAS, pursuant to the Note Purchase Agreement, the Bank has agreed, upon and subject to the terms and conditions contained in the Note Purchase Agreement, to purchase from the City from time to time Notes in an aggregate principal amount not to exceed the Available Commitment, which currently may not exceed \$300,000,000;

WHEREAS, the Note Purchase Agreement currently provides that Notes bear interest at a rate indexed to London Interbank Offered Rate (“LIBOR”), and LIBOR is expected to be phased-out in the future;

WHEREAS, the City Council has determined that it is in the best interests of the City to: (a) extend the Commitment Expiration Date provided by the Note Purchase Agreement, (b) reduce the Available Commitment, (c) amend the Note Purchase Agreement to provide for a substitute index for LIBOR, (d) make such other amendments to the Note Purchase Agreement as may be necessary or appropriate in connection with the foregoing, and (e) authorize such actions as are necessary or appropriate to effect the amendments contemplated by this Ordinance;

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Note Ordinance and the Note Purchase Agreement;

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

Section 1. Extension of Stated Expiration Date; Amendment of Note Purchase Agreement. The amendments to the Note Purchase Agreement pursuant to the terms and conditions contained in the First Amendment to Note Purchase Agreement (the “Note Purchase Agreement Amendment”) between the City and the Bank is hereby approved, and the Mayor or another Authorized Representative (as defined below) is authorized and directed to execute and deliver the Note Purchase Agreement Amendment in substantially the form presented with this Ordinance, subject to such modifications and revisions as shall be approved by one or more of the following representatives of the City (each, an “Authorized Representative”): the Mayor, the City Manager, the Chief Financial Officer of the City, the Director of Electric Utilities, and the Chief Financial Officer of Lubbock Power & Light. The execution of the Note Purchase Agreement Amendment by an Authorized Representative shall be conclusive evidence of such Authorized Representative’s approval of such modifications and revisions. Each Authorized Representative is further authorized to execute and deliver such agreements, certificates, notices, instructions, instruments or other documents as such Authorized Representative determines may be necessary or appropriate in connection the transactions contemplated by this Ordinance or the Note Purchase Agreement Amendment. The City Secretary is hereby authorized, where necessary or appropriate, to attest such signatures and to place the City’s seal on all such documents. Each Authorized Representative is hereby authorized to take such other and further actions as may be necessary to cause the City to perform its obligations under the Note Purchase Agreement, as amended.

Section 2. Notice. Each Authorized Representative is hereby authorized and directed to provide such notice(s) as they shall deem necessary or appropriate in connection herewith, including, without limitation, any notice(s) required by the Note Ordinance or in connection with the City’s continuing disclosure undertakings related to its outstanding debt obligations. Such notice(s) shall be provided to such notice parties as an Authorized Representative deem necessary or appropriate.

Section 3. Confirmation of Delegation of Authority and Other Rights, Duties and Powers of Authorized Representatives. The delegation of authority to the Authorized Representatives provided by the Note Ordinance (within Section 2.08 thereof or otherwise) is hereby ratified, approved and confirmed with respect to the extended and amended Program contemplated hereby and the Note Purchase Agreement Amendment. The Authorized Representatives shall have all rights, duties and powers in connection with the extended and amended Program, the Note Purchase Agreement, the Notes and all matters related thereto as provided to Authorized Representatives in the Note Ordinance, the Note Purchase Agreement or any other documents related to the Program.

Section 4. Further Procedures; Authorized Representative. Each Authorized Representative is hereby authorized, empowered and directed from time to time and at any time

to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the seal and on behalf of the City all such instruments, including any agreements, certificates, notices, consents or other documents, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, to cause the performance of the City's obligations under the Note Purchase Agreement, as amended, and to protect the interests of the City. Each such Authorized Representative is further authorized to apply for and obtain such approvals, authorizations and consents as shall be deemed to be necessary or appropriate, and to direct and oversee the preparation of and to execute, acknowledge and deliver such other instruments or documents as such official may deem necessary or appropriate, to effect and to carry out the purposes of this Ordinance.

Section 5. Payment of Costs. Each Authorized Representative is hereby authorized and directed to authorize payment of any costs or expenses incurred in connection with the transactions contemplated by this Ordinance, including, but not limited to, fees and expenses of the City's Financial Advisor, counsel to the Bank and Bond Counsel, as well as any fees and expenses of the Bank related to the extension and amendments contemplated hereby.

Section 6. Ratification and Approval of Prior Acts. The lawful acts of each Authorized Representative and other officials of the City, and each of them, prior to the date hereof in connection with the transactions described in the Note Purchase Agreement Amendment and in this Ordinance are hereby ratified, approved, adopted and confirmed. Without limiting the generality of the foregoing, the City's provision to the Bank of a request for the extension of the Commitment Expiration Date and reduction of the Available Commitment is hereby ratified, approved, adopted and confirmed.

Section 7. Open Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Law, Chapter 551, Texas Government Code, as amended.

Section 8. Repealer. All ordinances and resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 9. Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below.

*[Signature Page Follows]*

PRESENTED, FINALLY PASSED AND APPROVED, AND EFFECTIVE on the 10th day of August, 2021, at a regular meeting of the City Council of the City of Lubbock, Texas.

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DANIEL M. POPE, Mayor

ATTEST:

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REBECCA GARZA, City Secretary

APPROVED AS TO CONTENT:



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D. BLU KOSTELICH, Chief Financial Officer

APPROVED AS TO FORM:



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JERRY V. KYLE, JR., Bond Counsel

**Exhibit A**

**Note Purchase Agreement Amendment**



**FIRST AMENDMENT TO NOTE PURCHASE AGREEMENT**

This FIRST AMENDMENT TO NOTE PURCHASE AGREEMENT (this “*Amendment*”) is entered into as of August [ ], 2021 (the “*Amendment Date*”), between CITY OF LUBBOCK, TEXAS, a Texas home-rule municipality (the “*City*”), and BANK OF AMERICA, N.A., a national banking association (the “*Bank*”).

**RECITALS**

A. The City and the Bank are party to that certain Note Purchase Agreement dated June 5, 2019 (as heretofore modified, amended, restated or supplemented, the “*Agreement*”). Unless otherwise defined herein, defined terms used herein shall have the meanings given such terms in the Agreement.

B. The City has requested that the Agreement be amended to, among other things, extend the Commitment Expiration Date, and the Bank has agreed to such amendments, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the Bank agree as follows:

1. *Amendments.* Upon the satisfaction of the conditions precedent set forth in Section 2 hereof, the Agreement is hereby amended as set forth in the redline attached hereto as Exhibit A. In such redline, red strikethrough text constitutes deletions, while blue underlined text constitutes additions.

2. *Conditions Precedent to Amendment.* The amendments in Section 1 hereof shall be effective as of the date hereof when the Bank has duly executed this Amendment and receives:

- (a) a counterpart of this Amendment duly executed by the City and the Bank;
- (b) a certified copy of the ordinance, resolution or other evidence of authorization by the appropriate body of the City authorizing this Amendment and the transactions contemplated hereby;
- (c) an opinion of counsel to the City in form and substance satisfactory to the Bank;
- (d) an incumbency certificate with respect to the officer of the City authorized to execute this Amendment, which may be included in an instrument containing other customary and appropriate certifications made on behalf of the City;
- (e) payment of all expenses, including reasonable legal fees and expenses of counsel to the Bank, incurred by the Bank in connection with this Amendment; and

(f) such other agreements, documents, instruments, evidences and items as the Bank may reasonably request.

3. *Representations and Warranties.* The City represents and warrants to the Bank that the following statements are true and correct as of the Amendment Date:

(a) the representations and warranties of the City contained in Article IV of the Agreement, as amended hereby, and in each of the Program Documents are true and correct on and as of the Amendment Date as though made on and as of such date (except to the extent the same expressly relate to an earlier date and except that the representations contained in Section 4.1(f) of the Agreement shall be deemed to refer to the most recent financial statements of the City delivered to the Bank pursuant to Section 6.1(a) of the Agreement);

(b) no Default or Event of Default has occurred and is continuing or would result from the execution of this Amendment;

(c) the execution, delivery and performance by the City of this Amendment and the Agreement, as amended hereby, are within its powers, have been duly authorized by all necessary action and do not contravene any law, rule or regulation, any judgment, order or decree or any contractual restriction binding on or affecting the City;

(d) no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the City of this Amendment or the Agreement, as amended hereby; and

(e) this Amendment and the Agreement, as amended hereby, constitute legal, valid and binding obligations of the City enforceable against the City in accordance with their respective terms, except that (i) the enforcement thereof may be limited by bankruptcy, reorganization, insolvency, liquidation, moratorium and other laws relating to or affecting the enforcement of creditors' rights and remedies generally, as the same may be applied in the event of the bankruptcy, reorganization, insolvency, liquidation or similar situation of the City, and to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against the City, and (ii) no representation or warranty is expressed as to the availability of equitable remedies.

4. *Effect of Amendment.* This Amendment is a Program Document. The amendment effected hereunder is expressly limited to the matters contained herein. Except as amended hereby, the Agreement and the other Program Documents, are unchanged and are hereby ratified and confirmed.

5. *Counterparts.* This Amendment may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the

same instrument. The delivery of a telecopy or PDF signature page to this Amendment shall be effective as the delivery of a manually executed original counterpart thereof.

6. *Governing Law.* This Amendment and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Amendment and the transactions contemplated hereby shall be governed by and construed in accordance with, the law of the State of Texas.

7. *Parties.* This Amendment binds and inures to the benefit of the City, the Bank, and their respective successors and permitted assigns.

8. *No Israel Boycott.* Pursuant to Section 2271.002, Texas Government Code, the Bank hereby represents and verifies that neither it nor or any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Bank, subject to or as otherwise required or permitted by applicable Federal law, including, without limitation, 50 U.S.C. Section 4607, Boycotts Israel (as defined in Section 2271.002, Texas Government Code) and, subject to or as otherwise required or permitted by applicable Federal law, including, without limitation, 50 U.S.C. Section 4607, the Bank agrees that neither it nor or any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Bank will Boycott Israel during the term hereof.

9. *Comptroller List.* The Bank hereby represents that it is not listed by the Texas Comptroller as described in Section 2252.152 of the Texas Government Code.

10. *Publicly Traded.* The Bank hereby represents that it is a publicly traded business entity (or a wholly owned subsidiary of such an entity), as described in Section 2252.908(c)(4) of the Texas Government Code.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers hereunto duly authorized as of the date first set forth above.

CITY OF LUBBOCK, TEXAS

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BANK OF AMERICA, N.A.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**REDLINE OF AGREEMENT CHANGES**

**[ATTACHED BEGINNING ON NEXT PAGE]**

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NOTE PURCHASE AGREEMENT

dated June 5, 2019

between

CITY OF LUBBOCK, TEXAS

and

BANK OF AMERICA, N.A.

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## NOTE PURCHASE AGREEMENT

June 5, 2019

City of Lubbock, Texas  
~~1625 13<sup>th</sup> Street~~  
[1314 Avenue K](#)  
Lubbock, Texas ~~79457~~[79401](#)  
Attention: City Council

Ladies and Gentlemen:

The undersigned Bank of America, N.A. (the “*Bank*”) offers to enter into this Note Purchase Agreement (as amended, supplemented or otherwise modified from time to time, the “*Agreement*”) with the City (as hereinafter defined), for the purchase by the Bank and sale by the City of the Notes specified below. This offer is made subject to the City’s written acceptance on the Closing Date, and upon such acceptance this Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the City and the Bank.

### ARTICLE I

#### DEFINITIONS

*Section 1.1. Defined Terms.* Capitalized terms not otherwise defined herein shall have the same meanings as are set forth in the Ordinance (as defined herein). In addition to the terms defined elsewhere in this Agreement, the following terms shall have the indicated meanings:

“*1933 Act*” means the Securities Act of 1933, as the same shall from time to time be supplemented or amended.

“*Affiliate*” means, with respect to any Person, any Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such first Person. A Person shall be deemed to control another Person for the purposes of this definition if such first Person possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of the second Person, whether through the ownership of voting securities, common directors, trustees or officers, by contract or otherwise.

“*Alternate Rate*” means a fluctuating rate of interest per annum (rounded to the fifth decimal place) determined daily, equal to the Prime Rate *plus* the Applicable Spread—~~LIBOR~~ (Tax-Exempt) or the Applicable Spread—~~LIBOR~~ (Taxable), as applicable; *provided*, that subject to Section 3.5 hereof, at no time shall the Alternate Rate exceed the Maximum Rate; *provided, however*, that immediately and upon the occurrence of an Event of Default (and without any notice given with respect thereto) and during the continuation of such Event of Default, “*Alternate Rate*”

shall mean the Default Rate.

“~~Applicable Factor~~ Amendment Date” means ~~80%~~ [\_\_\_\_\_], 2021.

“~~Applicable Spread—LIBOR (Tax-Exempt)~~” means, initially ~~34~~38 basis points (~~0.34~~0.38%), which is subject to maintenance of the current Rating. In the event of a change in the Rating, the ~~Applicable Spread—LIBOR (Tax-Exempt)~~ shall equal the number of basis points set forth in the Level associated with the lowest Rating as set forth in the schedule below:

	RATING			APPLICABLE SPREAD- <del>LIBOR</del> (TAX-EXEMPT) BASIS POINTS (%)
	MOODY’S	S&P	FITCH	
Level I	A1 or higher	A+ or higher	A+ or higher	<del>0.34%</del> <u>0.38%</u>
Level II	A2	A	A	<del>0.44%</del> <u>0.48%</u>
Level III	A3	A-	A-	<del>0.54%</del> <u>0.58%</u>
Level IV	Baa1	BBB+	BBB+	<del>0.64%</del> <u>0.68%</u>
Level V	Baa2	BBB	BBB	<del>0.74%</del> <u>0.78%</u>
Level VI	Baa3	BBB-	BBB-	<del>0.84%</del> <u>0.88%</u>
Level VII	Below Investment Grade			+1.50%
Level VIII	Rating withdrawn or suspended for credit-related reasons			+1.50%

Any change in the ~~Applicable Spread—LIBOR (Tax-Exempt)~~ resulting from a change in the Rating shall be and become effective as of and on the date of the public announcement of the change in the Rating. References to the Rating above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system by any such Rating Agency, including, without limitation, any recalibration of the Rating in connection with the adoption of a “*global*” rating scale, each Rating from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. In the event that any Rating is suspended, withdrawn, or otherwise unavailable for credit-related reasons from any Rating Agency, or upon the occurrence of and during the continuance of an Event of Default, in each such case, the interest rate on the Notes shall increase automatically to the Default Rate. The City acknowledges that as of the Closing Date the ~~Applicable Spread—LIBOR (Tax-Exempt)~~ is that specified above for Level I.

“~~Applicable Spread—LIBOR (Taxable)~~” means, initially ~~43~~59 basis points (~~0.43~~0.59%), which is subject to maintenance of the current Rating. In the event of a change in the Rating, the

Applicable Spread-~~LIBOR~~ (Taxable) shall equal the number of basis points set forth in the Level associated with the lowest Rating as set forth in the schedule below:

	RATING			APPLICABLE SPREAD- <del>LIBOR</del> (TAXABLE) BASIS POINTS (%)
	MOODY'S	S&P	FITCH	
Level I	A1 or higher	A+ or higher	A+ or higher	<del>0.43%</del> <u>0.59%</u>
Level II	A2	A	A	<del>0.53%</del> <u>0.69%</u>
Level III	A3	A-	A-	<del>0.63%</del> <u>0.79%</u>
Level IV	Baa1	BBB+	BBB+	<del>0.73%</del> <u>0.89%</u>
Level V	Baa2	BBB	BBB	<del>0.83%</del> <u>0.99%</u>
Level VI	Baa3	BBB-	BBB-	<del>0.93%</del> <u>1.09%</u>
Level VII	Below Investment Grade			+1.50%
Level VIII	Rating withdrawn or suspended for credit-related reasons			+1.50%

Any change in the Applicable Spread-~~LIBOR~~ (Taxable) resulting from a change in the Rating shall be and become effective as of and on the date of the public announcement of the change in the Rating. References to the Rating above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system by any such Rating Agency, including, without limitation, any recalibration of the Rating in connection with the adoption of a “global” rating scale, each Rating from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. In the event that any Rating is suspended, withdrawn, or otherwise unavailable for credit-related reasons from any Rating Agency, or upon the occurrence of and during the continuance of an Event of Default, in each such case, the interest rate on the Notes shall increase automatically to the Default Rate. The City acknowledges that as of the Closing Date the Applicable Spread-~~LIBOR~~ (Taxable) is that specified above for Level I.

“Authorized Representative” has the meaning set forth in the Ordinance.

“Available Commitment” means, on any date, an initial amount equal to ~~\$300,000,000~~(i) for the period commencing on the Amendment Date and continuing until the Commitment Step-Down Date, \$300,000,000, and (ii) for the period commencing on the Commitment Step-Down Date and continuing thereafter, \$[60,000,000], and thereafter such initial amount adjusted from time to time as follows: (a) downward in an amount equal to the principal amount of any Note purchased by the Bank pursuant to the terms hereof; (b) upward in an amount equal to the

principal amount of any Note paid by the City pursuant to the terms of Section 2.5 hereof; and (c) downward to zero upon the expiration or termination of the Available Commitment in accordance with the terms hereof; *provided, that, [except as otherwise permitted in accordance with the terms of Section 2.13 hereof](#)*, after giving effect to any of the foregoing adjustments the Available Commitment shall never exceed ~~\$300,000,000~~[\[60,000,000\]](#) at any one time [after the Commitment Step-Down Date](#).

“*Bank*” has the meaning specified in the introductory paragraph hereof.

“*Bank Agreement*” means any credit agreement, liquidity agreement, standby bond purchase agreement, reimbursement agreement, direct purchase agreement (such as a continuing covenant agreement or supplemental bondholder’s agreement), bond purchase agreement, or other agreement or instrument (or any amendment, supplement or other modification thereof) under which, directly or indirectly, any Person or Persons undertake(s) (i) to make or provide funds to make, payment of, (ii) to purchase or (iii) to provide credit enhancement for bonds, notes or other obligations of the City secured by or payable from Net Revenues on an equal basis with the owners of Subordinate Lien Obligations.

“*Bankruptcy Code*” means the federal Bankruptcy Code of 1978, as it may be amended from time to time (Title 11 of the United States Code), and any successor statute thereto.

“*Bond Counsel*” means the law firm of Orrick, Herrington & Sutcliffe LLP, or any nationally recognized bond counsel selected by the City and reasonably acceptable to the Bank.

[“\*Bond Issuance Date\*” means the date on which the City has sold its Electric Light and Power System Revenue Bonds, Series 2021.](#)

“*Bonds Similarly Secured*” has the meaning set forth in the Ordinance.

“*Business Day*” means any day (i) when banks are not required or authorized by law or executive order to be closed in Dallas, Texas, New York, New York, the city in which the office of the Bank at which Requests for Purchase are to be honored is located or the city in which the Paying Agent/Registrar is located, (ii) when the New York Stock Exchange is not required or authorized by law or executive order to be closed and (iii) with respect to all notices and determinations in connection with, and payments of principal and interest on, any Note, any day that is a Business Day described in clauses (i) and (ii) ~~and that is also a day for trading by and between banks in Dollar deposits in the London interbank market.~~

“*Change in Law*” means the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by

the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “*Change in Law*”, regardless of the date enacted, adopted or issued.

“*City*” means the City of Lubbock, Texas.

“*City Council*” means the City Council, the governing body of the City, and any successor thereto.

“*Closing*” has the meaning specified in Section 2.2 hereof.

“*Closing Date*” means June 5, 2019.

“*Code*” means the Internal Revenue Code of 1986, as amended, and when reference is made to a particular section thereof, the applicable Treasury Regulations from time to time promulgated or proposed thereunder.

“*Commitment*” means the agreement of the Bank pursuant to Section 2.1 hereof to make purchases of Notes under the terms hereof for the account of the City the proceeds of which shall be used for the purposes set forth in the Ordinance.

“*Commitment Expiration Date*” means ~~December 31~~[\_\_\_\_\_], ~~2021~~2024 unless extended as provided herein.

“*Commitment Fee*” has the meaning set forth in Section 2.6(a) hereof.

“*Commitment Fee Rate*” has the meaning set forth in Section 2.6(a) hereof.

“*Commitment Step-Down Date*” means the earlier to occur of (i) [September 15, 2021], and (ii) the Bond Issuance Date.

“*Compliance Certificate*” means a certificate substantially in form of Exhibit I hereto.

“*Computation Date*” means Wednesday of each week, or if any Wednesday is not a Business Day, the next succeeding Business Day.

“*Daily SOFR Rate*” means the rate per annum equal to SOFR determined for any day pursuant to the definition thereof.

“*Default*” means any condition or event which with the giving of notice or lapse of time or both would, unless cured or waived, become an Event of Default.

“*Default Rate*” means, (i) for the ~~Floating-Rate~~Tax-Exempt Notes, the ~~Fixed-Rate~~Taxable Notes and the other Obligations, a rate of interest equal to ten percent (10%) per annum, and (ii) for the Commitment Fee, a rate equal to the Commitment Fee Rate in effect on the date of an Event of

Default plus and one and one half of one percent (1.50%).

“*Designated Jurisdiction*” means any country or territory to the extent that such country or territory itself is the subject of any Sanction.

“*Determination of Taxability*” means and shall be deemed to have occurred on the first to occur of the following:

(i) on the date when the City files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have in fact occurred;

(ii) on the date when a Noteholder or any former Noteholder notifies the City that it has received a written opinion by a nationally recognized firm of attorneys of substantial expertise on the subject of tax-exempt municipal finance to the effect that an Event of Taxability shall have occurred unless, within one hundred eighty (180) days after receipt by the City of such notification from such Noteholder or such former Noteholder, the City shall deliver to such Noteholder or such former Noteholder, as applicable, a ruling or determination letter issued to or on behalf of the City by the Commissioner of the Internal Revenue Service or the Director of Tax-Exempt Bonds of the Tax-Exempt and Government Entities Division of the Internal Revenue Service (or any other government official exercising the same or a substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred;

(iii) on the date when the City shall be advised in writing by the Commissioner of the Internal Revenue Service or the Director of Tax-Exempt Bonds of the Tax-Exempt and Government Entities Division of the Internal Revenue Service (or any other government official exercising the same or a substantially similar function from time to time, including an employee subordinate to one of these officers who has been authorized to provide such advice) that, based upon filings of the City, or upon any review or audit of the City or upon any other ground whatsoever, an Event of Taxability shall have occurred; or

(iv) on the date when the City shall receive notice from a Noteholder or any former Noteholder that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of such Noteholder or such former Noteholder the interest on any Tax-Exempt Note due to the occurrence of an Event of Taxability;

*provided, however*, no Determination of Taxability shall occur under subparagraph (iii) or (iv) hereunder unless the City has been afforded the reasonable opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; *provided further, however*, that upon written demand from a Noteholder or former Noteholder, the City shall promptly reimburse such Noteholder or former Noteholder for any payments, including any taxes, interest, penalties or other charges, such



Noteholder (or former Noteholder) shall be obligated to make as a result of the Determination of Taxability.

“*Direction Letter*” means the direction letter dated June 5, 2019 from the City to the Bank, as the same may be amended, modified, supplemented or restated.

“*Dollar*” and “*\$*” mean lawful money of the United States.

“*ERISA*” means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute of similar import, and regulations thereunder, in each case as in effect from time to time. References to Sections of ERISA shall be construed also to refer to any successor Sections.

“*ERISA Affiliate*” means any trade or business (whether or not incorporated) under common control with the City within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

“*Event of Default*” with respect to this Agreement has the meaning set forth in Section 7.1 of this Agreement and, with respect to any Program Document, has the meaning assigned therein.

“*Event of Taxability*” means (i) a change in Law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the City, or the failure to take any action by the City, or the making by the City of any misrepresentation herein or in any certificate required to be given in connection with this Agreement or the issuance, sale or delivery of the Notes) which has the effect of causing interest paid or payable on any Tax-Exempt Note to become includable, in whole or in part, in the gross income of a Noteholder or any former Noteholder for federal income tax purposes or (ii) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which decree, judgment or action shall be final under applicable procedural Law, in either case, which has the effect of causing interest paid or payable on any Tax-Exempt Note to become includable, in whole or in part, in the gross income of such Noteholder or such former Noteholder for federal income tax purposes with respect to any Tax-Exempt Note.

“*Excess Interest Amount*” has the meaning set forth in Section 3.5(b) hereof.

“*Federal Funds Rate*” means, for any day, the rate per annum equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided* that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to Bank of America, N.A. on such day on such transactions as determined by Bank of

America, N.A.

“*Fiscal Year*” has the meaning set forth in the Ordinance.

“*Fitch*” means Fitch, Inc., and its successors and assigns.

~~“*Fixed Rate Note*” means a Note bearing interest at the Taxable Fixed Rate or the Tax-Exempt Fixed Rate, as applicable.~~

~~“*Floating Rate Note*” means a Note bearing interest at the Tax-Exempt Floating Rate LIBOR or the Taxable Floating Rate LIBOR, as applicable.~~

“*GAAP*” means generally accepted accounting principles in effect from time to time in the United States and applicable to entities such as the City, including, without limitation, those principles set forth in the statements and pronouncement of the Government Accounting Standards Board.

“*Governmental Approval*” means an authorization, consent, approval, permit, license, certificate of occupancy or an exemption of, a registration or filing with, or a report to any Governmental Authority.

“*Governmental Authority*” means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including, without limitation, the Financial Conduct Agency, the Prudential Regulation Authority and any supra-national bodies such as the European Union or the European Central Bank).

“*Gross-Up Rate*” means, for each day that the Gross-Up Rate is determined, the quotient of (i) one divided by (ii) one minus the Maximum Federal Corporate Tax Rate in effect as of such day.

“*Guarantee*” means, for any Person, all guarantees, endorsements (other than for collection or deposit in the ordinary course of business) and other contingent obligations of such Person to purchase, to provide funds for payment, to supply funds to invest in any other Person or otherwise to assure a creditor of another Person against loss.

“*Indebtedness*” means for any Person (without duplication) (i) all indebtedness created, assumed or incurred in any manner by such Person representing money borrowed (including by the issuance of debt securities), (ii) all obligations for the deferred purchase price of property or services (other than trade accounts payable arising in the ordinary course of business), (iii) all obligations secured by any Lien upon property of such Person, whether or not such Person has assumed or become liable for the payment of such indebtedness, (iv) all Capitalized Lease Obligations of such Person, (v) all obligations, contingent or otherwise, of such Person on or with respect to letters of credit, banker’s acceptances and other evidences of indebtedness representing

extensions of credit whether or not representing obligations for borrowed money, (vi) all Guarantees and (vii) obligations of such Person under any Swap Contract.

“*Indemnitee*” has the meaning set forth in Section 3.2(a) hereof.

~~“*Initial Commitment Amount*” means \$300,000,000.~~

“*Interconnection Agreement*” means the Interconnection Agreement to be entered into between Sharyland Utilities, L.P. and the City, as the same may be amended, modified, supplemented or restated.

“*Interconnection Agreement Event of Default*” means an “event of default” as set forth in Section 11.1 of the Interconnection Agreement.

~~“*Interest Payment Date*” means, (a) for any Fixed Rate Note, quarterly in arrears on the first Business Day of each January, April, July and October of each calendar year and on the related Note Maturity Date; and (b) as to any Floating Rate Note, quarterly in arrears on the first Business Day of each January, April, July and October of each calendar year and on the related Note Maturity Date.~~

~~“*Interest Period*” means, as to each Fixed Rate Note, the period commencing on the date such Fixed Rate Note is issued, converted to or continued as a Fixed Rate Note and ending on the date one, three, six or twelve months thereafter, as selected by the City in its Request for Purchase; provided that:~~

~~——— (a) — the Interest Period shall commence on the date of advance of or conversion to any Fixed Rate Note and, in the case of immediately successive Interest Periods, each successive Interest Period shall commence on the date on which the immediately preceding Interest Period expires;~~

~~——— (b) — if any Interest Period would otherwise expire on a day that is not a Business Day, such Interest Period shall expire on the next succeeding Business Day; provided, that if any Interest Period with respect to a Fixed Rate Note would otherwise expire on a day that is not a Business Day but is a day of the month after which no further Business Day occurs in such month, such Interest Period shall expire on the immediately preceding Business Day;~~

~~——— (c) — any Interest Period with respect to a Fixed Rate Note that begins on the first Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the first Business Day of the relevant calendar month at the end of such Interest Period; and~~

~~——— (d) — no Interest Period shall extend beyond the Note Maturity Date;~~

“*Investment Policy*” means the investment policy of the City, delivered to the Bank pursuant to Section 5.1 hereof.

“*Laws*” means, collectively, all international, foreign, federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

~~“*LIBOR*” means, for any Interest Period, the rate per annum equal to the London Interbank Offered Rate, or a comparable or successor rate which rate is approved by the Bank, as published on the applicable Bloomberg screen page (or such other commercially available source providing such quotations as may be designated by the Bank from time to time) at or about 11:00 a.m., London time, two (2) London Business Days prior to the commencement of such Interest Period, for United States Dollar deposits (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period; provided that (i) to the extent a comparable or successor rate is approved by the Bank in connection herewith, the approved rate shall be applied in a manner consistent with market practice; provided, further that to the extent such market practice is not administratively feasible for the Bank, such approved rate shall be applied in a manner as otherwise reasonably determined by the Bank and (ii) if LIBOR shall be less than zero, such rate shall be deemed zero for purposes of this Agreement.~~

~~“*LIBOR Daily Floating Rate*” means a fluctuating rate of interest which can change on each banking day. The rate will be adjusted on each banking day to equal the London Interbank Offered Rate (or a comparable or successor rate which rate is approved by the Bank) for United States Dollar deposits (for delivery on the date in question for a one-month term beginning on that date). The Bank will use the London Interbank Offered Rate as published on the applicable Bloomberg screen page (or other commercially available source providing such quotations as may be designated by the Bank from time to time) at or about 11:00 a.m. London time two (2) London Business Days prior to the date in question; provided that (i) to the extent such rate is not available at such time for any reason and a comparable or successor rate is approved by the Bank in connection herewith, the approved rate shall be applied in a manner consistent with market practice; provided, further that to the extent such market practice is not administratively feasible for the Bank, such approved rate shall be applied in a manner as otherwise reasonably determined by the Bank and (ii) if the LIBOR Daily Floating Rate shall be less than zero, such rate shall be deemed zero for purposes of this Agreement.~~

“*Lien*” means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

~~“*London Business Day*” means any day on which dealings in United States Dollar deposits are conducted by and between banks in the London interbank eurodollar market.~~

“*Majority Noteholder*” means the Noteholders with a majority of the aggregate principal amount of Notes from time to time. As of the Closing Date, the Bank shall be the Majority Noteholder.

“*Margin Stock*” has the meaning ascribed to such term in Regulation U promulgated by the FRB, as now and hereafter from time to time in effect.

“*Material Adverse Change*” means the occurrence of any event or change, which separately or in the aggregate with the occurrence of other events, results or could reasonably be expected to result in a Material Adverse Effect.

“*Material Adverse Effect*” means any material adverse change in or effect on (i) the business, operations, assets, liabilities, condition (financial or otherwise) or results of operations of the City, (ii) the ability of the City to consummate the transactions contemplated by this Agreement or any of the Program Documents to which the City is a party, (iii) the ability of the City to perform any of its obligations under any of the Program Documents to which the City is or will be a party or (iv) the legality, validity, binding effect or enforceability against the City of any Program Document to which the City is a party or the rights, security, interests or remedies of the Bank hereunder or under any of the other Program Documents.

“*Maximum Federal Corporate Tax Rate*” means, for any day, the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, as in effect as of such day (or, if as a result of a change in the Code, the rate of income taxation imposed on corporations generally shall not be applicable to the Bank, the maximum statutory rate of federal income taxation which could apply to the Bank as of such day). As of the Closing Date, the Maximum Federal Corporate Tax Rate is 21%.

“*Maximum Rate*” means the maximum net effective interest rate permitted by State law to be paid on obligations issued or incurred by the City in the exercise of its borrowing powers.

“*Moody’s*” means Moody’s Investors Service, Inc. and any successor rating agency.

“*Multiemployer Plan*” means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which the City or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions.

“*Multiple Employer Plan*” means a Plan which has two or more contributing sponsors (including the City or any ERISA Affiliate) at least two of whom are not under common control, as such a plan is described in Section 4064 of ERISA.

“*Net Revenues*” has the meaning set forth in the Ordinance.

“*Note*” or “*Notes*” has the meaning specified in Section 2.1(a) hereof.

“*Note Maturity Date*” means, for each Note, the maturity date designated in such Note at

the time of issuance pursuant to the terms of Section 2.1(c) hereof.

*“Note Payment Fund”* has the meaning set forth in the Ordinance.

*“Noteholder”* or *“Holder”* means the Bank and each Bank Transferee or Non-Bank Transferee pursuant to Section 8.2 hereof so long as such Bank Transferee or Non-Bank Transferee is an owner of Notes.

*“Obligations”* means the obligations of the City under this Agreement to pay and repay all fees, expenses and charges payable or reimbursable hereunder to the Bank (including, without limitation, any amounts to reimburse the Bank for any advances or expenditures by it under any of such documents) and all other payment obligations of the City to the Bank arising under this Agreement or the other Program Documents, in each, case whether now existing or hereafter arising, due or to become due, direct or indirect, absolute or contingent, and howsoever evidenced, held or acquired.

*“OFAC”* means the Office of Foreign Assets Control of the United States Department of the Treasury.

*“Ordinance”* means Ordinance No. 2019-O0046 relating to the City of Lubbock, Texas Electric Light and Power System Revenue Revolving Note Program, as the same may be amended, modified, supplemented or restated in accordance with the terms thereof and hereof.

*“Outstanding”* has the meaning set forth in the Ordinance.

*“Participation Agreement”* means the Participation Agreement dated as of August 21, 2018, by and between Sharyland Utilities, L.P. and the City, as the same may be amended, modified, supplemented or restated.

*“Participation Agreement Event of Default”* means any “event of default” as set forth in Article VI of the Participation Agreement.

*“Patriot Act”* means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107-56 (signed into law October 26, 2001).

*“Paying Agent/Registrar”* means the entity chosen as paying agent/registrar under the Paying Agent/Registrar Agreement and its successors and assigns.

*“Paying Agent/Registrar Agreement”* means that certain Paying Agent/Registrar Agreement dated as of June 1, 2019, between the City and the Paying Agent/Registrar, as the same may be amended, modified or supplemented from time to time in accordance with its terms and the terms hereof.

~~*“PBGC”* means the Pension Benefit Guaranty Corporation or any successor thereto.~~

“*Pension Plan*” means any employee pension benefit plan (including a Multiple Employer Plan or a Multiemployer Plan) that is maintained or is contributed to by the City and any ERISA Affiliate and is either covered by Title IV of ERISA or is subject to the minimum funding standards under Section 412 of the Code

“*Person*” means an individual, a corporation, a partnership, an association, a limited liability company, a trust or any other entity or organization, including a government or political subdivision or any agency or instrumentality thereof.

“*Plan*” means any employee benefit plan within the meaning of Section 3(3) of ERISA (including a Pension Plan), maintained for employees of the City or any ERISA Affiliate or any such Plan to which the City or any ERISA Affiliate is required to contribute on behalf of any of its employees.

“*Prime Rate*” means on any day, the rate of interest in effect for such day as publicly announced from time to time by Bank of America, N.A. as its “prime rate.” The “*prime rate*” is a rate set by Bank of America, N.A. based upon various factors including Bank of America, N.A.’s costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such rate announced by Bank of America, N.A. shall take effect at the opening of business on the day specified in the public announcement of such change.

“*Program Documents*” means this Agreement, the Ordinance, the Paying Agent/Registrar Agreement, the Notes, the Tax Certificate (with respect to the Tax-Exempt Notes), and any exhibits, schedules, instruments or agreements relating thereto, as the same may be amended, modified or supplemented in accordance with their terms and the terms hereof.

“*Project Costs*” has the meaning set forth in the Ordinance.

“*Purchase*” means each Purchase described in Section 2.3 hereof.

“*Purchase Date*” means each date on which a Purchase occurs.

“*Rating*” means the long-term unenhanced ratings (without regard to any bond insurance policy or credit enhancement) assigned by each Rating Agency to the Bonds Similarly Secured.

“*Rating Agency*” means, individually or collectively, as applicable, Fitch, Moody’s and S&P.

“*Rating Documentation*” has the meaning set forth in Section 5.1 hereof.

“*Reduction Fee*” means an amount equal to the product of (A) the Commitment Fee Rate in effect on the date of the permanent reduction of the Commitment pursuant to Section 2.7(a) hereof, (B) the difference between (x) the Initial Available Commitment Amount immediately prior to such reduction and (y) the sum of the Available Commitment after the reduction and the aggregate principal amount of the Notes outstanding after the reduction and (C) a fraction, the



numerator of which is equal to the number of days from and including the date of such reduction to and including the first anniversary of the ClosingAmendment Date, and the denominator of which is 360.

“*Related Parties*” means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives of such Person and of such Person’s Affiliates.

“*Request for Purchase*” means the request for a purchase of a Note by the Bank, in the form of Exhibit A hereto.

“*Revenues Secured Debt*” means Indebtedness of the City secured by or payable from a lien on Net Revenues.

“*S&P*” means S&P Global Ratings, and any successor rating agency.

“*Sanction(s)*” means any international economic sanction administered or enforced by the United States Government (including, without limitation, OFAC), the United Nations Security Council, the European Union, Her Majesty’s Treasury or other relevant sanctions authority.

“*Security*” has the meaning set forth in Section 2.11 hereof.

“*SIFMA*” means the Securities Industry & Financial Markets Association (formerly the Bond Market Association).

“*SIFMA Index*” means, for any Computation Date, the level of the index which is issued weekly and which is compiled from the weekly interest rate resets of tax-exempt variable rate issues included in a database maintained by Municipal Market Data which meet specific criteria established from time to time by the Securities Industry and Financial Markets Association and issued on Wednesday of each week, or if any Wednesday is not a Business Day, the next succeeding Business Day. If the SIFMA Index is no longer published, then “SIFMA Index” shall mean the S&P Municipal Bond 7-Day High Grade Index. If the S&P Municipal Bond 7-Day High Grade Index is no longer published, “SIFMA Index” shall mean a comparable or successor index reasonably selected and approved by the Bank; *provided that, to the extent a comparable or successor index is approved by the Bank in connection herewith, the approved index shall be applied in a manner consistent with market practice; provided, further that, to the extent such market practice is not administratively feasible for the Bank, such approved index shall be applied in a manner as otherwise reasonably determined by the Bank.* If the SIFMA Index shall be less than zero basis points (0.00%), such rate shall be deemed zero basis points (0.00%) for purposes hereof.

“*SIFMA Index Interest Period*” means, while any Note bears interest at the Tax-Exempt Rate, the period from (and including) the Purchase Date of such Note to and including the day prior to the next succeeding SIFMA Rate Reset Date, and thereafter shall mean the period from (and including) the applicable SIFMA Rate Reset Date through and including the day prior to the next succeeding SIFMA Rate Reset Date.

“SIFMA Index Rate Period” means, with respect to any Note, each period from and including the Purchase Date with respect to such Note to but excluding the earlier of (A) three hundred sixty-four (364) days following the related Purchase Date, and (B) the Commitment Expiration Date.

“SIFMA Rate Reset Date” means Thursday of each week.

“SOFR” means, with respect to any applicable determination date, the Secured Overnight Financing Rate published on such date by the SOFR Administrator on the Federal Reserve Bank of New York’s website (or any successor source); provided however that if such determination date is not a U.S. Government Securities Business Day, then SOFR means such rate that applied on the first U.S. Government Securities Business Day immediately prior thereto. Any change in the Daily SOFR Rate shall be effective from and including the date of such change without further notice. If SOFR is not available at such time for any reason or the Bank makes the determination to incorporate or adopt a new interest rate to replace SOFR or the Daily SOFR Rate in credit agreements, then the Bank may replace SOFR or the Daily SOFR Rate with an alternate interest rate and adjustment, if applicable, as reasonably selected by the Bank, giving due consideration to any evolving or then existing conventions for such interest rate and adjustment (any such successor interest rate, as adjusted, the “Successor Rate”). In connection with the implementation of the Successor Rate, the Bank will have the right, from time to time, in good faith to make any conforming, technical, administrative or operational changes to this Agreement as may be appropriate to reflect the adoption and administration thereof and, notwithstanding anything to the contrary herein or in any other related document, any amendments to this Agreement implementing such conforming changes will become effective upon notice to the City without any further action or consent of the other parties hereto. If at any time the Daily SOFR Rate is less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

“SOFR Administrator” means the Federal Reserve Bank of New York, as the administrator of SOFR, or any successor administrator of SOFR designated by the Federal Reserve Bank of New York or other person acting as the SOFR Administrator at such time.

“State” means the State of Texas.

“State Legislature” means the legislative branch of the government of the State of Texas.

“Subordinate Lien Obligations” has the meaning set forth in the Ordinance.

“Suspension Event” means the occurrence of a Participation Agreement Event of Default or Interconnection Agreement Event of Default.

“Swap Contract” means only in connection with Revenues Secured Debt (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions,

cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a “*Master Agreement*”), including any such obligations or liabilities under any Master Agreement.

“*System*” has the meaning set forth in the Ordinance.

“*Tax Certificate*” means that certain Federal Tax Certificate dated no later than the first Purchase Date to occur hereunder, by the City, relating to any Tax-Exempt Notes initially sold and delivered hereunder, as the same may be amended or supplemented from time to time.

~~“*Tax-Exempt Fixed Rate*” means an annualized fixed rate, for the applicable Interest Period, that is equal to the sum of (a) product of (i) the Applicable Factor and (ii) LIBOR for the applicable Interest Period and (b) the Applicable Spread LIBOR (Tax-Exempt); provided, however, that immediately and upon the occurrence of an Event of Default (and without any notice given with respect thereto) and during the continuation of such Event of Default, “*Tax-Exempt Fixed Rate*” shall mean the Default Rate.~~

~~“*Tax-Exempt Floating Rate LIBOR*” means a floating rate per annum equal to the sum of (a) the product of (i) the Applicable Factor and (ii) the LIBOR Daily Floating Rate and (b) the Applicable Spread LIBOR (Tax-Exempt); provided, however, that immediately and upon the occurrence of an Event of Default (and without any notice given with respect thereto) and during the continuation of such Event of Default, “*Tax-Exempt Floating Rate LIBOR*” shall mean the Default Rate.~~

“*Tax-Exempt Note*” means a Note bearing interest at the Tax-Exempt ~~Fixed~~Rate.

~~“*Tax-Exempt Rate or the Tax-Exempt Floating Rate LIBOR, as applicable*” means a rate per annum of interest established on each Computation Date equal to the sum of (a) the Applicable Spread (Tax-Exempt) plus (b) the SIFMA Index.~~

“*Taxable Date*” means the date on which interest on any Tax-Exempt Note is first includable in gross income of any Noteholder thereof (including the Bank) as a result of an Event of Taxability as such a date is established pursuant to a Determination of Taxability.

~~“*Taxable Fixed Rate*” means an annualized fixed rate, for the applicable Interest Period, that is a floating rate per annum equal to the sum of (a) LIBOR for the applicable Interest Period Daily SOFR Rate and (b) the Applicable Spread LIBOR (Taxable); provided, however, that immediately and upon the occurrence of an Event of Default (and without any notice given with respect thereto) and during the continuation of such Event of Default, “*Taxable Fixed Rate*” shall mean the Default Rate.~~

~~“Taxable Floating Rate LIBOR” means a floating rate per annum equal to the sum of (a) the LIBOR Daily Floating Rate and (b) the Applicable Spread LIBOR (Taxable); provided, however, that immediately and upon the occurrence of an Event of Default (and without any notice given with respect thereto) and during the continuation of such Event of Default, “Taxable Floating Rate LIBOR” shall mean the Default Rate.~~

~~“Taxable Note” means Notes bearing interest at the Taxable Fixed Rate or the Taxable Floating Rate LIBOR, as applicable.~~

~~“Taxable Period” has the meaning set forth in Section 2.8(a) hereof.~~

~~“Termination Date” means the earliest of (i) the Commitment Expiration Date, as such date may be extended pursuant to Section 2.10 hereof, (ii) the date on which the Commitment and Available Commitment are otherwise terminated or reduced to zero in accordance with Section 2.7 hereof, and (iii) the date the Commitment terminates by its terms in accordance with Section 7.2 hereof.~~

~~“Termination Fee” means an amount equal to the product of (A) the Commitment Fee Rate in effect on the date of termination of the Commitment pursuant to Section 2.7(b) hereof, (B) the difference between (x) the Initial Available Commitment Amount immediately prior to such termination and (y) the principal amount of any permanent reduction to the Commitment pursuant to Section 2.7(a) hereof for which a Reduction Fee has been paid to the Bank and (C) a fraction, the numerator of which is equal to the number of days from and including the date of termination to and including the first anniversary of the Closing Amendment Date, and the denominator of which is 360.~~

~~“U.S. Government Securities Business Day” means any business day, except any business day on which any of the Securities Industry and Financial Markets Association, the New York Stock Exchange or the Federal Reserve Bank of New York is not open for business because such day is a legal holiday under the federal laws of the United States or the laws of the State of New York, as applicable.~~

*Section 1.2. Other Interpretive Provisions.* With reference to this Agreement and each other Program Document, unless otherwise specified herein or in such other Program Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Program Document), (ii) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (iii) the words “hereto,” “herein,” “hereof” and “hereunder,” and words of similar import

when used in this Agreement, shall be construed to refer to this Agreement in its entirety and not to any particular provision thereof, (iv) all references in this Agreement to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to this Agreement in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words “*asset*” and “*property*” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(b) In the computation of periods of time from a specified date to a later specified date, the word “*from*” means “*from and including*;” the words “*to*” and “*until*” each mean “*to but excluding*;” and the word “*through*” means “*to and including*.”

(c) Section headings herein are included for convenience of reference only and shall not affect the interpretation of this Agreement.

*Section 1.3. Accounting Terms.* All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the Audited Financial Statements, *except* as otherwise specifically prescribed herein.

*Section 1.4. Rounding.* Any financial ratios required to be maintained by the City pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

*Section 1.5. Times of Day.* Unless otherwise specified, all references herein to times of day shall be references to Central time (daylight or standard, as applicable).

## ARTICLE II

### SALE AND PURCHASE; CLOSING

*Section 2.1. Purchase and Sale of Notes.* (a) From the Closing Date through the Termination Date, and upon and subject to the terms and conditions and on the basis of the representations, warranties and agreements contained herein, the Bank hereby agrees, when requested by the City pursuant to this Agreement, to purchase from the City from time to time (but in no event more than three (3) purchases per calendar month and no more than fifteen (15) Notes outstanding at any one time) in an aggregate principal amount not to exceed the Available Commitment, and the City hereby agrees to sell and deliver to the Bank from time to time the “City of Lubbock, Texas Electric Light and Power System Revenue Tax-Exempt Revolving Notes” and “City of Lubbock, Texas Electric Light and Power System Revenue Taxable Revolving Notes,” each in the form attached as Exhibit A to the Ordinance (the “Notes”), upon issuance thereof under the terms and conditions of the Ordinance, in one or more installments on each Purchase Date. The Notes are authorized pursuant to the provisions of Chapters 1371 and 1502, Texas Government Code, as amended, and the Ordinance, and are to be issued only for the purposes authorized under the Ordinance. Pursuant to the Ordinance, the principal of and interest on the Notes are payable from and secured by a subordinate lien on and pledge of Net Revenues, subject to the terms and conditions of the Ordinance, as applicable.

(b) Pursuant to and subject to the terms of this Agreement, each Note shall be sold to the Bank at a purchase price equal to the principal amount of each Note and no accrued interest and the Bank shall pay such purchase price to the City upon delivery of such Note to the Bank on the related Purchase Date.

(c) Each Note shall (i) be dated the date such Note is delivered to the Bank, (ii) be secured by the Net Revenues in the manner described in Section 2.1(a) hereof, (iii) mature not later than the earlier of (A) three hundred sixty-four (364) days following the related Purchase Date, and (B) the Commitment Expiration Date and (iv) be in a minimum principal amount of \$2,000,000 or an integral multiple of \$100,000 in excess thereof. Interest on Tax-Exempt Notes and Taxable Notes shall be calculated on the basis of a year of 360 days and actual days elapsed from the Purchase Date.

*Section 2.2. Closing.* At such date and time as shall have been mutually agreed upon by the City and the Bank, the certificates, opinions and other documents required by Section 5.1 below shall be executed and delivered (all of the foregoing actions are herein referred to collectively as the “Closing”). Assuming the Closing is completed in accordance with the provisions of this Agreement then, subject to the provisions of this Agreement and the conditions set forth in Section 5.2 hereof, the Bank shall purchase each Note and pay the purchase price therefor specified in Section 2.1(b) hereof (and the City shall issue and deliver such Note) at each Purchase.

*Section 2.3. Method of Purchase.* (a) Each purchase of a Note shall be made upon the City’s irrevocable notice to the Bank and the Paying Agent/Registrar in the form of a Request for Purchase with blanks appropriately completed. Each Request for Purchase shall be signed by an

Authorized Representative and shall specify: (1) the Purchase Date which shall be a Business Day and shall be at least ~~three (3) Business Days after the date of the Request for Purchase in the case of a Fixed Rate Note and at least~~ one (1) Business Day after the date of the Request for Purchase ~~in the case of a Floating Rate Note~~; (2) the principal amount of the Note to be purchased, which shall not exceed the Available Commitment as of the proposed Purchase Date; and (3) whether the requested Note shall be a ~~Fixed Rate Note (and whether such rate shall be the Taxable Fixed Rate or the Tax-Exempt Fixed Rate) or a Floating Rate Note (and whether such rate shall be the Taxable Floating Rate LIBOR or the Tax-Exempt Floating Rate LIBOR, as applicable)~~; (4) if applicable, the duration of the Interest Period with respect thereto, and that the last day of the proposed Interest Period will not be later than the earlier of the Note Maturity Date or the Commitment Expiration Date; (5) whether absent a different election by the City (i) at the end of an Interest Period the City desires that the related Fixed Rate Note (A) automatically convert to a Floating Rate Note (and designated whether such conversion will be to the Tax-Exempt Floating Rate LIBOR or the Taxable Floating Rate LIBOR), until otherwise directed by the City or (B) continue as a Fixed Rate Note in the same Interest Period until otherwise directed by the City or (ii) the City desires that the related Note automatically continue as a Floating Rate Note until otherwise directed by the City Note or a Taxable Note. Each Request for Purchase must be received by the Bank not later (~~x~~) than 10:00 a.m. ~~three Business Days immediately prior to the requested Purchase Date in the case of a Fixed Rate Note and (y)~~ than 10:00 a.m. one Business Day immediately prior to the requested Purchase Date ~~in the case of a Floating Rate Note~~.

~~(b) Upon receipt of a Request for Purchase for a Fixed Rate Note by the Bank, the Bank, subject to the terms and conditions of this Agreement, shall be required to make a purchase of a Fixed Rate Note by 3:00 p.m. on the proposed Purchase Date for the account of the City in an amount equal to the amount of the requested purchase. Notwithstanding the foregoing, in the event such Request for Purchase for a Fixed Rate Note is received by the Bank after 10:00 a.m. on the Business Day which is three (3) Business Days immediately prior to the day of the proposed Purchase, the Bank shall be required to make the related Purchase for a Fixed Rate Note by 3:00 p.m. on the fourth Business Day after receipt of the related Request for Purchase. Pursuant to Section 2.4(c) hereof, the Bank shall determine the initial Tax-Exempt Fixed Rate or Taxable Fixed Rate, as applicable, for a Fixed Rate Note two (2) Business Days prior to the related Purchase Date.~~

~~\_\_\_\_\_ (c) Upon receipt of a Request for Purchase for a Floating Rate Reserved.~~

\_\_\_\_\_ (c) Upon receipt of a Request for Purchase for a Tax-Exempt Note or a Taxable Note by the Bank, subject to the terms and conditions of this Agreement, the Bank shall be required to make a purchase for a ~~Floating Rate~~ such Note by 3:00 p.m. on the proposed Purchase Date for the account of the City in an amount equal to the amount of the requested purchase. Notwithstanding the foregoing, in the event such Request for Purchase ~~for a Floating Rate Note~~ is received by the Bank after 10:00 a.m. on the Business Day which is one (1) Business Day immediately prior to the day of the proposed Purchase, the Bank shall be required to make the related Purchase for a ~~Floating Rate~~ Note by 3:00 p.m. on the second Business Day immediately following receipt of the related Request for Purchase.



~~(d) Subject to Section 2.3(a) hereof, a Fixed Rate Note may be continued in whole or in part as a Fixed Rate Note for successive Interest Periods upon the City's irrevocable request to the Bank in the form of Exhibit B hereto with blanks appropriately completed (each, a "Notice of Continuation"). The Bank must receive each Notice of Continuation not later than 10:00 a.m. on the Business Day which is three (3) Business Days prior to the last day of the then current Interest Period. Upon the Bank's timely receipt of a duly completed and executed Notice of Continuation, the Fixed Rate Note described therein shall be continued as a Fixed Rate Note with the Interest Period specified therein, or, if no Interest Period is specified therein, then the applicable Fixed Rate Note shall be converted to a Floating Rate Note bearing interest at the Tax-Exempt Floating Rate LIBOR or Taxable Floating Rate LIBOR, as applicable~~Reserved.

~~(e) A Fixed Rate Note may be converted in whole to a Floating Rate Note on the last day of the then current Interest Period and a Floating Rate Note may be converted in whole to (i) a Fixed Rate Note or (ii) the other type of Floating Rate Note on any Business Day, in all cases, upon the City's irrevocable notice to the Bank in the form of Exhibit B hereto with blanks appropriately completed (each, a "Notice of Conversion"). Each Notice of Conversion must be received by the Bank not later than 10:00 a.m. (i) one (1) Business Day prior to the date of a proposed conversion of a Fixed Rate Note to a Floating Rate Note, (ii) one (1) Business Day prior to the date of a proposed conversion of a Note bearing interest at the Tax-Exempt Floating Rate LIBOR or the Taxable Floating Rate LIBOR, as applicable, to a Note bearing interest at the Tax-Exempt Floating Rate LIBOR or the Taxable Floating Rate LIBOR, as applicable or (iii) three (3) Business Days prior to the proposed conversion date in the case of a conversion of a Floating Rate Note to a Fixed Rate Note. Upon the Bank's timely receipt of a duly completed and executed Notice of Conversion, the Fixed Rate Note or Floating Rate Note, as applicable, described therein shall be converted to a Floating Rate Note or a Fixed Rate Note, respectively, with the Interest Period specified therein in the case of a conversion to a Fixed Rate Note. A Fixed Rate Note may only be converted to Floating Rate Note on the last day of an Interest Period. If a Fixed Rate Note or a Floating Rate Note is converted to bear interest at the Alternate Rate pursuant to Section 3.8 or Section 3.9 and the circumstance or condition requiring such conversion ceases to apply or exist, then without further action and without penalty, such Note shall be automatically converted to a Floating Rate Note and the Bank shall give notice thereof to the City and the Paying Agent/Registrar~~Reserved.

(f) If, after examination, the Bank shall have determined that a Request for Purchase, ~~Notice of Continuation or Notice of Conversion~~ does not conform to the terms and conditions hereof, then the Bank shall use its best efforts to give notice to the City and the Paying Agent/Registrar to the effect that documentation was not in accordance with the terms and conditions hereof and stating the reasons therefor. The City may attempt to correct any such nonconforming Request for Purchase, ~~Notice of Continuation or Notice of Conversion~~, if, and to the extent that, the City is entitled (without regard to the provisions of this sentence) and able to do so. If the City fails to specify a type of Note ~~or the applicable Interest Period~~ in a Request for Purchase, ~~Notice of Continuation or Notice of Conversion or if the City fails to give a timely notice requesting a conversion or continuation~~, then the applicable Notes shall be issued and bear interest as, ~~continued or converted to~~, Floating Rate Notes. ~~The Bank shall promptly notify the City and the Paying Agent/Registrar of the interest rate applicable to any Interest Period for Fixed Rate Notes upon determination of such interest rate~~ Taxable Notes. During the existence of a Default or

an Event of Default, no Notes may be requested ~~as, converted to or continued as Fixed Rate Notes~~ without the prior written consent of the Bank in its sole discretion.

~~—(g)—After giving effect to all Purchases, continuations, and conversions of the Notes, there can only be one Interest Period at any one time for a particular Note.~~

*Section 2.4. Interest Rate.* (a) Each Note shall bear interest at a rate per annum equal to the lesser of (1) the Maximum Rate, (2) if a ~~Floating Rate Tax-Exempt~~ Note, at the Tax-Exempt Floating Rate LIBOR or the Taxable Floating Rate LIBOR, as applicable Rate, or (3) if a ~~Fixed Rate Taxable~~ Note, the ~~Tax-Exempt Fixed Rate or the Taxable Fixed~~ Rate. The ~~Floating Taxable~~ Rate or ~~Fixed Tax-Exempt~~ Rate, as applicable, shall be rounded to the fifth decimal place. The Bank shall determine the Tax-Exempt Rate on each Computation Date during each SIFMA Index Rate Period, and such rate shall become effective on the SIFMA Index Reset Date next succeeding such Computation Date, commencing on and including the first day of the applicable SIFMA Index Interest Period to and including the last day of such SIFMA Index Interest Period. The Bank shall determine the Taxable Rate as of each day as set forth in the definition of “Daily SOFR Rate”.

(b) Any principal of, and to the extent permitted by State law, any interest on the Notes and any other sum payable hereunder, which is not paid when due shall bear interest, from the date due and payable until paid, payable on written demand, at a rate per annum equal to the lesser of (i) the Default Rate and (ii) subject to Section 3.5 hereof, Maximum Rate.

(c) The Bank shall promptly notify the City and the Paying Agent/Registrar of the interest rate applicable to any ~~Interest Period for Fixed Rate~~ Notes upon determination of such interest rate; *provided, however*, that the failure by the Bank to provide notice of the applicable interest rate shall not relieve the City of its obligation to make payment of amounts as and when due hereunder. Each determination by the Bank of an interest rate shall be conclusive and binding for all purposes, absent manifest error. If the Bank shall fail for any reason to determine the Tax-Exempt Rate on any Computation Date, the Tax-Exempt Rate shall be the rate established for the immediately prior SIFMA Index Interest Period.

(d) From and after the Taxable Date, each Tax-Exempt Note shall bear interest at the applicable Gross-Up Rate.

*Section 2.5. Payment.* (a) Accrued but unpaid interest on each Note shall be due and payable on the applicable Interest Payment Date. All outstanding principal of a Note shall be due and payable on the related Note Maturity Date; *provided, however*, that upon the occurrence of the Commitment Step-Down Date, the City shall be required to pay the outstanding principal amount of Notes in an amount equal to the amount by which the aggregate principal amount of all Notes exceeds the Available Commitment as of such date, plus interest accrued thereon to such date. Interest due and payable on a Note shall be equal to the amount accrued to, but excluding the related payment date. If the payment date for the principal of or interest on a Note is a day other than a Business Day, the date for payment thereof shall be extended, without penalty, to the next succeeding Business Day, and such extended period of time shall be included in the computation of interest; *provided, however*, the payment of interest on a Note on such extended date shall have

the same force and effect as if made on the original payment date.

(b) Subject to Section 2.9 hereof, the City may prepay or redeem any Note, in whole or in part, provided at least two (2) Business Days' prior written notice is given by the City to the Bank and the Paying Agent/Registrar. Each such notice shall specify the date and amount of such prepayment and the Notes to be prepaid ~~and the Interest Period(s) of such Notes~~. Each such notice of optional prepayment shall be irrevocable and shall bind the City to make such prepayment in accordance with such notice. Any prepayment of a Note shall be in a principal amount of \$2,000,000 or a whole multiple of \$100,000 in excess thereof or, if less, the entire principal amount of the particular Note then outstanding. All prepayments of principal shall include accrued interest to the date of prepayment and all other amounts due and payable at such time pursuant to this Agreement.

*Section 2.6. Fees.*

(a) *Commitment Fees.* The City agrees to pay to the Bank a nonrefundable annual fee (the "*Commitment Fee*"), (i) from and including the Closing Date to the first anniversary of the Closing Date, initially at a rate of 25 basis points (0.25%) per annum multiplied by the daily Available Commitment, which is subject to the maintenance of the current Rating and subject to adjustment based on the number of basis points set forth in the Level associated with the lowest Rating as set forth in the schedule (the "*Commitment Fee Rate*") and (ii) from and after the first anniversary of the Closing Date, the Commitment Fee shall be calculated based on the number of basis points set forth in the Level associated with the lowest Rating as set forth in the schedule below multiplied by the daily Available Commitment:

	RATING			COMMITMENT FEE	
	MOODY'S	S&P	FITCH	AVAILABLE COMMITMENT < 50% UTILIZED	AVAILABLE COMMITMENT ≥ 50% UTILIZED
Level I	A1 or higher	A+ or higher	A+ or higher	0.25%	0.00%
Level II	A2	A	A	0.35%	0.00%
Level III	A3	A-	A-	0.45%	0.00%
Level IV	Baa1	BBB+	BBB+	0.55%	0.00%
Level V	Baa2	BBB	BBB	0.65%	0.00%
Level VI	Baa3	BBB-	BBB-	0.75%	0.00%
Level VII	Below Investment Grade			+1.50%	+1.50%

Level VIII	Rating withdrawn or suspended for credit-related reasons	+1.50%	+1.50%
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In determining the applicable Commitment Fee Rate based on the percentage of usage of the Commitment, (i) for any downgrade to the Rating that occurs during the period from and including the Closing Date to but excluding the first anniversary of the Closing Date, the percentage of usage shall be determined based on the percentage of usage on the date of such downgrade and (ii) for any downgrade to the Rating that occurs at any time after the first anniversary of the Closing Date, the percentage of usage shall be determined based on the daily average amount of Notes Outstanding during the most recently completed four fiscal quarters. Any change in the Commitment Fee resulting from a change in the Rating shall be and become effective as of and on the date of the public announcement of the change in the Rating. The Commitment Fee shall be payable quarterly in arrears on the first Business Day of each January, April, July and October of each calendar year (beginning on the first such date to occur after the Closing Date) and on the Commitment Expiration Date, or such earlier date on which the Commitment may be terminated in accordance with the terms of this Agreement. References to the Rating above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system by any such Rating Agency, including, without limitation, any recalibration of the Rating in connection with the adoption of a “global” rating scale, each Rating from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. In the event that any Rating is suspended, withdrawn, or otherwise unavailable for credit-related reasons from any Rating Agency, or upon the occurrence of and during the continuance of an Event of Default, in each such case the Commitment Fee Rate shall increase automatically to the Default Rate, without prior notice to the City. The City acknowledges that as of the Closing Date the Commitment Fee Rate is that specified above for Level I.

(b) *Termination or Reduction Fee.* The City shall pay to the Bank a Reduction Fee or Termination Fee, as applicable, in connection with each permanent reduction or termination of the Available Commitment or Commitment pursuant to Section 2.7 hereof prior to the first anniversary of the Closing Date, in an amount equal to the Reduction Fee or Termination Fee, as applicable, payable on the date of such termination or each such reduction.

(c) *Amendment, Consent or Waiver Fee.* Upon each amendment hereof, consent or waiver hereunder or under any Program Document, the City shall pay or cause to be paid reasonable attorneys’ fees and expenses, if any, incurred by the Bank in processing such amendment, consent or waiver and a fee in an amount of \$2,500.

(d) *Costs, Expenses and Taxes.* The City will promptly pay on written demand (i) the reasonable fees, costs and expenses of the Bank incurred in connection with the preparation, negotiation, execution and delivery of this Agreement, the Notes and the other Program Documents, (ii) the reasonable fees and disbursements (not to exceed \$55,000) of Chapman and Cutler LLP, special counsel to the Bank, incurred in connection with the preparation, execution, filing and administration and delivery of this Agreement and the other Program Documents, (iii) the reasonable fees and disbursements of counsel or other reasonably required consultants to the

Bank with respect to advising the Bank as to the rights and responsibilities under this Agreement and the other Program Documents after the occurrence of any Default hereunder, or an Event of Default, (iv) all reasonable costs and expenses, if any, in connection with any waiver or amendment of, or the giving of any approval or consent under, or any response thereto or the enforcement of this Agreement, the Program Documents and any other documents which may be delivered in connection herewith or therewith, including in each case the reasonable fees and disbursements of counsel to the Bank or other reasonably required consultants and (v) any reasonable amounts advanced by or on behalf of the Bank to the extent required to cure any Default, Event of Default or event of nonperformance hereunder or any Program Document, together with interest at the Default Rate. In addition, the City shall pay any and all stamp taxes, transfer taxes, documentary taxes, and other taxes and fees payable or determined to be payable in connection with the execution, delivery, filing, and recording of this Agreement and the security contemplated by the Program Documents (other than taxes based on the net income of the Bank) and, to the extent permitted by State law, agrees to indemnify and hold the Bank harmless from and against any and all liabilities with respect to or resulting from any delay in paying, or omission to pay, such taxes and fees, including interest and penalties thereon; *provided, however*, that the City may reasonably contest any such taxes or fees with the prior written consent of the Bank, which consent, if an Event of Default does not then exist, shall not be unreasonably withheld. In addition, the City agrees to pay, after the occurrence of a Default or an Event of Default, all reasonable costs and expenses (including reasonable attorneys' fees and costs of settlement) incurred by the Bank in enforcing any obligations or in collecting any payments due from the City hereunder by reason of such Default or Event of Default or in connection with any refinancing or restructuring of the credit arrangements provided under this Agreement in the nature of a "workout" or of any collection, insolvency, bankruptcy proceedings or other enforcement proceedings resulting therefrom.

(e) *Default Rate.* If the City shall fail to pay any amount payable under this Section 2.6 as and when due, each such unpaid amount shall bear interest for each day from and including the date it was due until paid in full at the applicable Default Rate. The obligations of the City under Sections 2.6(d) and (e) shall survive the termination of this Agreement.

*Section 2.7. Reduction and Termination.* (a) Subject to the provisions of Section 2.6(b) hereof, the Available Commitment shall be reduced from time to time as requested by the City within fifteen (15) Business Days of the City's written notice to the Bank requesting such reduction in the form of Exhibit E hereto; *provided*, that (i) each such reduction amount shall be in an amount equal to \$2,000,000 or an integral multiple thereof, and (ii) any reduction in the Available Commitment shall not be effective until the Bank delivers to the City and the Paying Agent/Registrar a notice in the form attached hereto as Exhibit F reflecting such reduction.

(b) Subject to the provisions of Section 2.6(b) hereof, the City may at any time and at its sole option terminate the Commitment upon ten (10) Business Days' prior written notice to the Bank in the form of Exhibit E hereto. As a condition to any such termination, the City shall pay or cause to be paid all Obligations due and owing to the Bank at such time (for the avoidance of doubt, any outstanding Note at such time may remain outstanding until the applicable Note Maturity Date).

*Section 2.8. Taxability.* In the event a Taxable Date occurs, the City hereby agrees to pay to the Bank or any Noteholder on written demand therefor (1) an amount equal to the difference between (A) the amount of interest that would have been paid to the Bank or any Noteholder, as applicable, on any Tax-Exempt Note during the period for which interest on such Tax-Exempt Note is includable in the gross income of the Bank or any Noteholder, if such Tax-Exempt Note had borne interest at the Gross-Up Rate, beginning on the Taxable Date (the “*Taxable Period*”), and (B) the amount of interest actually paid to the Bank or any Noteholder, as applicable, during the Taxable Period, and (2) an amount equal to any interest, penalties or charges owed by the Bank or any Noteholder, as applicable, as a result of interest on the Tax-Exempt Notes becoming includable in the gross income of the Bank or any Noteholder, as applicable, together with any and all reasonable attorneys’ fees, court costs, or other out-of-pocket costs incurred by the Bank or any Noteholder, as applicable, in connection therewith.

(b) The obligations of the City under this Section 2.8 shall survive the termination of the Commitment and this Agreement.

*Section 2.9. Funding Indemnity.* ~~(a) To the extent permitted by State law, upon written demand of the Bank from time to time with respect to any Tax-Exempt Note, in the City event the Bank shall promptly compensate the Bank for and hold the Bank harmless from incur any loss, cost, or expense (including, but not limited to, any loss, cost, or expense incurred by it as a result of: reason of the liquidation or reemployment of deposits or other funds acquired or contracted to be acquired by the Bank to make a purchase or hold such Notes or any interest therein or the relending or reinvesting of such deposits or other funds or amounts paid or prepaid to the Bank) as a result of any prepayment, redemption or conversion of such Notes on a date other than a SIFMA Rate Reset Date for any reason, whether before or after default, and whether or not such payment is required by any provision of this Agreement, then upon the demand of the Bank, the City shall pay to the Bank or such Noteholder a prepayment or redemption premium in such amount as will reimburse the Bank for such loss, cost, or expense.~~

~~———— (a) ——— any continuation, conversion, payment or prepayment of any Fixed Rate Note on a day other than the last day of the Interest Period for such Fixed Rate Note (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise);~~

~~———— (b) ——— any failure by the City (for a reason other than the failure of the Bank to purchase a Note) to prepay, borrow, continue or convert any Fixed Rate Note on the date or in the amount notified by the City;~~

~~Including any loss of anticipated profits and any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Fixed Rate Note or from fees payable to terminate the deposits from which such funds were obtained. To the extent permitted by law, the City shall also pay any customary administrative fees charged by the Bank in connection with the foregoing.~~

~~For purposes of calculating amounts payable by City to the Bank under this Section 2.9, the Bank shall be deemed to have funded each Fixed Rate Note made by it at LIBOR for such Fixed Rate Note by a matching deposit or other borrowing in the London interbank market for a~~

~~comparable amount and for a comparable period, whether or not such Fixed Rate Note was in fact so funded.~~

(b) The amount of the compensation owing to the Bank in accordance with this Section shall be determined and calculated by the Bank and provided to the City as soon as practicable following a request for the calculation of such amount. A certificate of the Bank setting forth the amount of such compensation and delivered to the City shall be conclusive absent manifest error. The City shall pay the Bank the amount shown as due on any such certificate within thirty (30) days after receipt thereof.

*Section 2.10. Extension of Commitment Expiration Date.* The City may request an extension of the Commitment Expiration Date in writing in the form of Exhibit C hereto not more than one hundred eighty (180) days prior to the then current Commitment Expiration Date and not less than one hundred twenty (120) days prior to the then current Commitment Expiration Date. The Bank will make reasonable efforts to respond to such request within thirty (30) days after receipt of all information necessary, in the Bank's judgment, to permit the Bank to make an informed credit decision. If the Bank fails to definitively respond to such request within such thirty (30) day period, the Bank shall be deemed to have refused to grant the extension requested. The Bank may, in its sole and absolute discretion, decide to accept or reject any such proposed extension and no extension shall become effective unless the Bank shall have consented thereto in writing in the form of Exhibit G hereto or otherwise. The Bank's consent, if granted, shall be conditioned upon the preparation, execution and delivery of documentation in form and substance satisfactory to the Bank (which may include, but shall not be limited to the delivery of a "no adverse effect opinion" of Bond Counsel to the Bank with respect to the tax-exempt status of the Tax-Exempt Notes).

*Section 2.11. Security of Obligations.*

(a) *Pledge.* The City hereby pledges and grants to the Bank, on an equal and ratable basis with the owners of Subordinate Lien Obligations and as collateral security for the payment by the City, when due, of all Obligations, the due and punctual observance and performance of all other obligations of the City under this Agreement, and the due and punctual observance and performance of the City's obligations to the owners of the Notes arising under the Notes, an irrevocable lien on, pledge of and security interest in the amounts held in the Note Payment Fund until the amounts deposited therein are used for authorized purposes.

(b) *Security.* The Ordinance creates a valid irrevocable lien on, pledge of, and security interest in the Net Revenues as security for all of the Notes and all action necessary to perfect the lien on, pledge of, and security interest of the Bank in such Net Revenues has been duly and validly taken. The City hereby pledges and grants to the Bank, on an equal and ratable basis with the owners of Subordinate Lien Obligations, as security for the payment by the City, when due, of all Obligations now or at any time hereafter owing to the Bank under this Agreement a lien on and security interest in the Net Revenues and the right to enforce certain remedies under the Ordinance as described therein. The collateral security described in this Section 2.11(a) and (b) is referred to as the "Security."



(c) *Acknowledgement.* The Bank acknowledges that this Agreement and the Obligations of the City hereunder are special obligations of the City, secured and payable solely from the Security and that the Obligations constitute Subordinate Lien Obligations.

*Section 2.12. Suspension Events.* Upon the occurrence of a Suspension Event the Bank shall have the right to suspend the Commitment upon delivery of written or electronic notice to the City of the same.

*Section 2.13. Increase in Available Commitment.*

(a) *Request for Increase.* Provided there exists no Default or Event of Default, upon notice to the Bank, the City may from time to time, request an increase in the Available Commitment by an amount (for all such requests) not exceeding \$15,000,000 (an “Incremental Facility”).

(b) *Bank Election to Increase.* The Bank shall notify the City, within ten (10) Business Days from the date of delivery of the notice described in subsection (a) above, regarding whether or not it agrees, in its sole discretion, to increase the Available Commitment and, if so, whether by an amount equal to, greater than, or less than the amount of such requested increase. If the Bank does not respond within such time period it shall be deemed to have declined to increase the Available Commitment.

(c) *Effective Date.* If the Available Commitment is increased in accordance with this Section 2.13, the Bank and the City shall determine the effective date of such increase in the Available Commitment (the “Increase Effective Date”).

(d) *Conditions to Effectiveness of Increase.* As a condition precedent to such increase, the City shall deliver to the Bank a certificate dated as of the Increase Effective Date signed by an **Authorized Representative** (i) certifying and attaching the ordinance(s), resolutions(s) and/or other actions taken by the City approving or consenting to such increase, and (ii) certifying that, before and after giving effect to such increase, (A) the representations and warranties contained in Article IV and the other Program Documents are true and correct, on and as of the Increase Effective Date, and except that for purposes of this Section 2.13, the representations and warranties contained in Section 4.1(f) shall be deemed to refer to the most recent statements furnished pursuant to Section 6.1(a), and (B) both before and after giving effect to the Incremental Facility, no Default or Event of Default exists. The City shall deliver or cause to be delivered any other customary documents (including, without limitation, legal opinions) as reasonably requested by the Bank in connection with any Incremental Facility.

(e) *Conflicting Provisions.* This Section 2.13 shall supersede any provisions in Section 8.3 to the contrary.

(f) *Incremental Facility.* Except as otherwise specifically set forth herein, all of the other terms and conditions applicable to such Incremental Facility shall be identical to the terms and conditions set forth in this Agreement.

## ARTICLE III

### LIABILITY, INDEMNITY AND PAYMENT

*Section 3.1. Liability of the City.* The City and the Bank agree that the obligation of the City to pay the Notes and the Obligations are contractual obligations of the City payable solely from the Net Revenues and shall not be affected by, and the Bank shall not be responsible for, among other things, (i) the validity, genuineness or enforceability of this Agreement, the Notes or documents, notices or endorsements relating thereto (even if this Agreement or any documents, notices endorsements relating thereto should in fact prove to be in any and all respects invalid, fraudulent or forged), (ii) the use to which the amounts disbursed by the Bank may be put, or (iii) any other circumstances or happenings whatsoever, whether or not similar to any of the foregoing.

*Section 3.2. Indemnification by the City.* (a) To the extent permitted by State law, the City shall indemnify the Bank and each Related Party of the Bank (each such Person being called an “Indemnitee”) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the reasonable fees, charges and disbursements of any counsel for any Indemnitee), incurred by any Indemnitee or asserted against any Indemnitee by any Person (including the City) other than such Indemnitee and its Related Parties arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Program Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder, the consummation of the transactions contemplated hereby or thereby, or, in the case of the Bank (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement and the other Program Documents (including in respect of any matters addressed in Section 3.1), (ii) the purchase of the Notes or the use or proposed use of the proceeds therefrom, or (iii) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the City, and regardless of whether any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the negligence or willful misconduct of such Indemnitee.

(b) To the fullest extent permitted by applicable State law, the City shall not assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Program Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, or the use of the proceeds thereof. No Indemnitee referred to in subsection (a) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Program Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the negligence or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(c) All amounts due under this Section shall be payable not later than thirty (30) days after receipt of an invoice.

*Section 3.3. Increased Costs.*

(a) *Increased Costs Generally.* If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, liquidity ratio, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by a Noteholder;

(ii) subject any Noteholder to any taxes on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Noteholder or ~~the London interbank market~~ any other condition, cost or expense affecting this Agreement or the Notes;

and the result of any of the foregoing shall be to increase the cost to any Noteholder with respect to this Agreement, the Notes, or the making, maintenance or funding of the purchase price of the Notes, or to reduce the amount of any sum received or receivable by such Noteholder hereunder (whether of principal, interest or any other amount) then, upon request of such Noteholder, to the extent permitted by State law, the City will, pursuant to Section 3.3(c) hereof, pay to the such Noteholder such additional amount or amounts as will compensate such Noteholder for such additional costs incurred or reduction suffered.

(b) *Capital Requirements.* If any Noteholder determines that any Change in Law affecting such Noteholder or any of its parent or holding companies, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Noteholder's capital or liquidity or on the capital or liquidity of such Noteholder's holding company, if any, as a consequence of this Agreement or the purchase of any Note hereunder, to a level below that which such Noteholder or such Noteholder's holding company could have achieved but for such Change in Law (taking into consideration such Noteholder's policies and the policies of its parent or holding company with respect to capital adequacy), then from time to time, to the extent permitted by law, the City will, pursuant to Section 3.3(c) hereof, pay to such Noteholder such additional amount or amounts as will compensate such Noteholder or its parent or holding companies, as applicable, for any such reduction suffered.

(c) *Certificates for Reimbursement.* A certificate of any Noteholder setting forth the amount or amounts necessary to compensate such Noteholder or its parent or its holding companies, as the case may be, as specified in subsection (a) or (b) of this Section and delivered to the City shall be conclusive absent manifest error. The City shall pay to the Bank (and if applicable, to the Bank on behalf of a Noteholder) the amount shown as due on any such certificate within thirty (30) days after receipt thereof.

(d) *Delay in Requests.* Failure or delay on the part of any Noteholder to demand

compensation pursuant to the foregoing provisions of this Section shall not constitute a waiver of such Noteholder's right to demand such compensation; *provided* that the City shall not be required to compensate any Noteholder pursuant to the foregoing provisions of this Section for any increased costs incurred or reductions suffered more than nine (9) months prior to the date that such Noteholder notifies the City of the Change in Law giving rise to such increased costs or reductions and of the Noteholder's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine (9) months period referred to above shall be extended to include the period of retroactive effect thereof).

*Section 3.4. Taxes.* If any payments to the Bank under this Agreement are made from outside the United States, the City will not deduct any foreign taxes from any payments it makes to the Bank. If any such taxes are imposed on any payments made by the City (including payments under this paragraph), the City will pay the taxes and will also pay to the Bank, at the time interest is paid, any additional amount which the Bank specifies as necessary to preserve the after-tax yield the Bank would have received if such taxes had not been imposed. The City will confirm that it has paid the taxes by giving the Bank official tax receipts (or notarized copies) within thirty (30) days after the due date.

*Section 3.5. Maximum Rate; Default Rate.* (a) Any and all amounts remaining unpaid when due under this Agreement shall bear interest at the Default Rate until repaid and shall be payable upon written demand. To the extent permitted by State law, any such amounts which constitute interest remaining unpaid when due shall bear interest at the Default Rate until repaid and shall be payable upon written demand. Upon the occurrence and during the continuance of an Event of Default, the Obligations and the Notes shall bear interest at the Default Rate, which shall be payable by the City to the Bank pursuant to the terms of Section 2.5 hereof.

(b) In the event that the rate of interest payable hereunder or under the Notes shall exceed the Maximum Rate for any period for which interest is payable, then (i) interest at the Maximum Rate shall be due and payable with respect to such interest period and (ii) interest at the rate equal to the difference between (A) the rate of interest calculated in accordance with the terms hereof or the Notes, as applicable and (B) the Maximum Rate (the "*Excess Interest Amount*"), shall be deferred until such date as the rate of interest calculated in accordance with the terms hereof or the Notes, as applicable ceases to exceed the Maximum Rate, at which time the City shall pay to the Bank, with respect to amounts then payable to the Bank that are required to accrue interest hereunder or under the Notes, such portion of the deferred Excess Interest Amount as will cause the rate of interest then paid to the Bank, to equal the Maximum Rate, which payments of deferred Excess Interest Amount shall continue to apply to such unpaid amounts hereunder or under the Notes until all deferred Excess Interest Amount is fully paid to the Bank. Notwithstanding the foregoing and to the extent permitted by State law, on the date on which no principal amount with respect to the Notes remains unpaid, the City shall pay to the Bank a fee equal to any accrued and unpaid Excess Interest Amount on such date; *provided* that such payment shall not cause interest to exceed the maximum net effective interest rate authorized under Chapter 1204, Texas Government Code, as amended; *provided further* that in no event shall interest accrue and be payable after such date.

(c) All amounts paid pursuant to this Agreement shall be non-refundable and shall be paid in immediately available funds.

*Section 3.6. Liability of the Bank.* To the extent permitted by State law, the City assumes all risks of the acts or omissions of the Paying Agent/Registrar with respect to the use of the Commitment and the purchase of Notes made pursuant thereto; provided that this assumption with respect to the Bank is not intended to and shall not preclude the City from pursuing such rights and remedies as it may have against the Paying Agent/Registrar under any other agreements. The Bank shall not be liable or responsible for (i) the use of the proceeds of the Notes or the transactions contemplated hereby and by the Program Documents or for any acts or omissions of the Paying Agent/Registrar, (ii) the validity, sufficiency, or genuineness of any documents determined in good faith by the Bank to be valid, sufficient or genuine, even if such documents shall, in fact, prove to be in any or all respects invalid, fraudulent, forged or insufficient, (iii) purchase of Notes by the Bank against presentation of Requests for Purchase for which the Bank in good faith has determined to be valid, sufficient or genuine and which subsequently are found not to comply with the terms of this Agreement, or (iv) any other circumstances whatsoever in making or failing to make payment hereunder; provided that the City shall not be required to indemnify the Bank for any claims, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the negligence or willful misconduct of the Bank, respectively, as determined by a court of competent jurisdiction in a final and nonappealable judgment.

*Section 3.7. Obligations Unconditional.* The City's obligation to repay the Notes and all of its respective Obligations under this Agreement shall be absolute and unconditional under any and all circumstances, including without limitation: (a) any lack of validity or enforceability of this Agreement, the Notes or any of the other Program Documents; (b) any amendment or waiver of or any consent to departure from all or any of the Program Documents; (c) the existence of any claim, set-off, defense or other right which the City may have at any time against the Bank or any other person or entity, whether in connection with this Agreement, the other Program Documents, the transactions contemplated herein or therein or any unrelated transaction; or (d) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing; and irrespective of any setoff, counterclaim or defense to payment which the City may have against any Noteholder or any other Person, including, without limitation, any defense based on the failure of any nonapplication or misapplication of the proceeds of Notes hereunder, and irrespective of the legality, validity, regularity or enforceability of this Agreement, the Notes or any or all other Program Documents, and notwithstanding any amendment or waiver of (other than an amendment or waiver signed by the Bank explicitly reciting the release or discharge of any such obligation), or any consent to, or departure from, this Agreement, the Notes or any or all other Program Documents or any exchange, release, or nonperfection of any collateral securing the obligations of the City hereunder; *provided, however*, that nothing contained in this Section 3.7 shall abrogate or otherwise affect the rights of the City under this Agreement.

*Section 3.8. Illegality.* If the Bank determines that any law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for the Bank to make, maintain or fund Notes whose interest is determined by reference to ~~LIBOR or SOFR~~, the ~~LIBOR~~ Daily ~~Floating~~SOFR Rate, ~~SIFMA or the SIFMA Index~~, or to determine or charge interest rates based upon ~~LIBOR or SOFR~~, the ~~LIBOR~~ Daily ~~Floating~~SOFR Rate, ~~or any Governmental Authority has~~

~~imposed material restrictions on the authority of the Bank to purchase or sell, or to take deposits of, Dollars in the London interbank market~~SIFMA or the SIFMA Index, then, on notice thereof by the Bank to the City, any obligation of the Bank to make ~~or continue Fixed Rate~~Taxable Notes or ~~Floating Rate~~Tax-Exempt Notes ~~or to convert Fixed Rate Notes to Floating Rate Notes and vice versa, as applicable,~~ shall be suspended until the Bank notifies the City that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the City shall, upon written demand from the Bank convert the interest on all ~~Fixed Rate Notes and Floating Rate~~ Notes to Notes that bear interest at the Alternate Rate, either on the last day of the SIFMA Index Interest Period therefor in the case of ~~Fixed Rate~~Tax-Exempt Notes, if the Bank may lawfully continue to maintain such ~~Fixed Rate~~Tax-Exempt Notes to such day, or on the next Business Day, in the case of ~~Floating Rate~~Taxable Notes and if the Bank may not lawfully continue to maintain ~~Fixed Rate~~Tax-Exempt Notes through the last day of the SIFMA Index Interest Period therefor, then immediately upon written demand. ~~For purposes of this Agreement and the Notes, Notes bearing interest at the Alternate Rate shall constitute Floating Rate Notes.~~ Upon any such conversion, the City shall also pay accrued interest on the amount so converted on the date of such conversion.

~~Section 3.9. *Inability to Determine Rates.* If the Bank reasonably determines that for any reason in connection with any request for a Fixed Rate Note or a conversion to or continuation thereof or any request for a Floating Rate Note or a conversion thereof that (a) Dollar deposits are not being offered to banks in the London interbank market for the applicable amount and, if applicable, Interest Period, (b) adequate and reasonable means do not exist for determining LIBOR for any requested Interest Period or the LIBOR Daily Floating Rate, as the case may be, or (c) LIBOR for any requested Interest Period or the LIBOR Daily Floating Rate, as the case may be, does not adequately and fairly reflect the cost to the Bank of funding such Fixed Rate Note or Floating Rate Note, as the case may be, the Bank will promptly so notify the City. Thereafter, the obligation of the Bank to make or maintain Fixed Rate Notes and Floating Rate Notes shall be suspended until the Bank revokes such notice. Upon receipt of such notice, (i) the City shall immediately revoke any pending request for a purchase of, conversion to or continuation of Fixed Rate Notes or borrowing of or conversion to Floating Rate Notes, and deliver notice to the Bank that such Notes will be converted to Notes bearing interest at the Alternate Rate, in the amount specified therein, (ii) the interest on all outstanding Fixed Rate Notes shall be automatically converted to the interest rate set forth in such notice on the last day of the applicable Interest Period therefor and (iii) the interest rate on all outstanding Floating Rate Notes shall be automatically converted to the interest rate set forth in such notice on the next Business Day. Upon any such conversion, the City shall also pay accrued interest on the amount so converted on the date of such conversion.~~Reserved.

## ARTICLE IV

### REPRESENTATIONS AND WARRANTIES

*Section 4.1. Representations of the City.* In order to induce the Bank to enter into this Agreement, the City represents and warrants to the Bank as follows:

- (a) *Organization and Powers.* The City (a) is duly established and validly existing under

the Constitution and laws of the State; (b) has all corporate powers and all material governmental licenses, authorizations, consents, and approvals required to carry on its business as now conducted; (c) has full legal right, power and authority to pledge the Net Revenues as security for its obligations under this Agreement; (d) had full legal right, power and authority to adopt the Ordinance; (e) has full legal right, power and authority to execute, deliver, and perform this Agreement and the other Program Documents; (f) has full legal right, power and authority to borrow and obtain extensions of credit hereunder, and to execute, deliver, and perform the Notes; and (g) has full power and authority to operate the System.

(b) *Authorization; Contravention.* The City has the corporate power, and has taken all necessary corporate action to authorize the Program Documents to which it is a party, and to execute, deliver and perform its obligations under this Agreement and each of the other Program Documents to which it is a party in accordance with their respective terms. The City has approved the form of the Program Documents to which it is not a party. The City is duly authorized and licensed to own its Property and to operate its business under the Laws, rulings, regulations and ordinances of all Governmental Authorities having the jurisdiction to license or regulate such Property or business activity and the departments, agencies and political subdivisions thereof, and the City has obtained all requisite approvals of all such governing bodies required to be obtained for such purposes. All Governmental Approvals necessary for the City to enter into this Agreement and the other Program Documents and to perform the transactions contemplated hereby and thereby and to conduct its business activities and own its property have been obtained and remain in full force and effect and are subject to no further administrative or judicial review. No other Governmental Approval or other action by, and no notice to or filing with, any Governmental Authority is required for the due execution, delivery and performance by the City of this Agreement or the due execution, delivery or performance by the City of the Program Documents.

(c) *Governmental Consent or Approval.* No consent of any Person and no license, approval or authorization of, or notice to or registration, filing or declaration with, any applicable Governmental Authority (other than any action that may be required under any state securities or blue sky laws) is required in connection with the adoption, performance, validity or enforceability of the Ordinance, the issuance, validity or enforceability of the Notes, or the execution, delivery, performance, validity or enforceability of this Agreement or the other Program Documents or, if required, the same has been obtained and is in full force and effect or, if not yet obtained, will be obtained on or before the Closing Date and will be in full force and effect on such date, and true copies thereof have been, or will be, delivered to the Bank on or before the Closing Date.

(d) *Litigation.* There is no action, suit or proceeding pending in any court, any other Governmental Authority with jurisdiction over the City or any arbitration in which service of process has been completed against the City or, to the knowledge of the City, any other action, suit or proceeding pending or threatened in any court, any other Governmental Authority with jurisdiction over the City or any arbitrator, in either case against the City or any of its properties or revenues, or any of the Program Documents to which it is a party, which is reasonably likely to result in a Material Adverse Effect, except any action, suit or proceeding which has been brought prior to the Closing Date as to which the Bank has received an opinion of counsel satisfactory to the Bank, in form and substance satisfactory to the Bank and the Bank's legal counsel, to the effect



that such action, suit or proceeding is without substantial merit.

(e) *No Default.* No default by the City has occurred and is continuing in the payment of the principal of or premium, if any, or interest on any Revenues Secured Debt including, without limitation, regularly scheduled payments on Swap Contracts which constitute Revenues Secured Debt. No bankruptcy, insolvency or other similar proceedings pertaining to the City or any agency or instrumentality of the City are pending or presently contemplated. No Default or Event of Default has occurred and is continuing hereunder. No “default” or “event of default” under, and as defined in, any of the other Program Documents has occurred and is continuing. The City is not presently in default under any material agreement to which it is a party which could reasonably be expected to have a Material Adverse Effect. The City is not in violation of any material term of the organizational documents or authorizing legislation applicable to the City or any material term of any bond indenture or agreement to which it is a party or by which any of its Property is bound which could reasonably be expected to result in a Material Adverse Effect.

(f) *Financial Statements.* The Audited Financial Statements, which financial statements, accompanied by the audit report of Weaver and Tidwell, L.L.P., nationally recognized independent public accountants, heretofore furnished to the Bank, which are consistent in all material respects with the audited financial statements of the City for the Fiscal Year ended September 30, 2018, fairly present the financial condition of the City in all material respects as of such dates and the results of its operations for the periods then ended in conformity with GAAP. Since the date of the Audited Financial Statements, there has been no material adverse change in the financial condition or operations of the City that could reasonably be expected to result in a Material Adverse Effect.

(g) *Margin Regulations.* The City will not use the proceeds from the issuance of any of the Notes in contravention of any Law or of any Program Document. The City is not engaged in the business of extending credit for the purpose of purchasing or carrying Margin Stock, and no part of the proceeds from the issuance of any of the Notes will be used to purchase or carry any such Margin Stock or extend credit to others for the purpose of purchasing or carrying any such Margin Stock.

(h) *Complete and Correct Information.* All information, reports and other papers and data with respect to the City furnished by the City to the Bank were, at the time the same were so furnished, correct in all material respects. Any financial, budget and other projections furnished by the City to the Bank were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of conditions existing at the time of delivery of such financial, budget or other projections, and represented, and as of the date of this representation, represent (subject to the updating or supplementation of any such financial, budget or other projections by any additional information provided to the Bank in writing, the representations contained in this Agreement being limited to financial, budget or other projections as so updated or supplemented), in the judgment of the City, a reasonable, good faith estimate of the information purported to be set forth, it being understood that uncertainty is inherent in any projections and that no assurance can be given that the results set forth in the projections will actually be obtained. No fact is known to the City that materially and adversely affects or in the future may (as far as it can reasonably foresee) materially and adversely affect the security for any

of the Notes or any of the other Obligations, or the ability of the City to repay when due the Obligations, that has not been set forth in the financial statements and other documents referred to in this Section 4.1(h) or in such information, reports, papers and data or otherwise disclosed in writing to the Bank. The documents furnished and statements made by the City in connection with the negotiation, preparation or execution of this Agreement and the other Program Documents do not contain untrue statements of material facts or omit to state material facts necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

(i) *Taxes.* The City has filed or caused to be filed, if any, all material tax returns required by law to be filed and has paid or caused to be paid all material taxes, assessments and other governmental charges levied upon or in respect of any of its properties, assets or franchises, other than taxes the validity or amount of which are being contested in good faith by the City by appropriate proceedings and for which the City shall have set aside on its books adequate reserves in accordance with GAAP.

(j) *Legal, Valid, and Binding Obligations.* This Agreement has been duly executed and delivered by one or more duly authorized officers of the City, and each of the Program Documents to which the City is a party, when executed and delivered by the City will be, a legal, valid and binding obligation of the City enforceable in accordance with its terms, except as such enforceability may be limited by (a) the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar Law affecting creditors' rights generally, and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(k) *No Further Consent or Approval.* The execution, delivery and performance of this Agreement and each of the other Program Documents in accordance with their respective terms do not and will not (i) contravene the City's Charter, (ii) require any consent or approval of any creditor of the City, (iii) violate any Laws (including, without limitation, Regulations T, U or X of the FRB, or any successor regulations), (iv) conflict with, result in a breach of or constitute a default under any contract to which the City is a party or by which it or any of its Property may be bound or (v) result in or require the creation or imposition of any Lien upon or with respect to any Property now owned or hereafter acquired by the City or any Affiliate thereof except such Liens, if any, expressly created by a Program Document.

(l) *Incorporation by Reference.* The representations and warranties of the City contained in the other Program Documents to which the City is a party, together with the related definitions of terms contained therein, are hereby incorporated by reference in this Agreement as if each and every such representation and warranty and definition were set forth herein in its entirety, and the representations and warranties made by the City in such Sections are hereby made for the benefit of the Bank. No amendment to or waiver of such representations and warranties or definitions made pursuant to the relevant Program Document or incorporated by reference shall be effective to amend such representations and warranties and definitions as incorporated by reference herein without the prior written consent of the Bank.

(m) *Security.* (i) The Ordinance creates a valid lien on, pledge of, and security interest in

the Net Revenues and applicable funds created in the Ordinance as security for the Notes and all action necessary to perfect the lien on, pledge of, and security interest of the owners of the Notes in such security has been duly and validly taken;

(ii) The Ordinance creates a valid lien on, pledge of, and security interest in the Security as security for the repayment of the Obligations and all action necessary to perfect the lien on, pledge of, and security interest of the Bank in the Security has been duly and validly taken;

(iii) Except in regards to Bonds Similarly Secured and other obligations permitted to be issued or incurred by the ordinances authorizing Bonds Similarly Secured, the Ordinance does not permit the issuance of any debt secured by the Security to rank senior to the Notes and all Obligations due and owing the Bank hereunder. No filing, registering, recording or publication of the Ordinance, this Agreement or any other instrument is required to establish the pledge under the Ordinance or this Agreement or to perfect, protect or maintain the lien created hereby or thereby on the Security;

(n) *No Proposed Legal Changes.* There is no amendment, or to the knowledge of the City, proposed amendment to the Constitution of the State or any State Law or any administrative interpretation of the Constitution of the State or any State Law, or any legislation that has passed either house of the legislature of the State, or any judicial decision interpreting any of the foregoing, the effect of which could reasonably be expected to result in a Material Adverse Effect.

(o) *Proceeds.* The proceeds of the Notes will be applied by the City, for deposit into the Note Payment Fund to the payment or prepayment of the Notes or otherwise to the Note Construction Fund and none of the funds borrowed by virtue of this Agreement will be used in any manner or for any purpose except in the manner and for the purposes authorized by State law and the Ordinance.

(p) *ERISA.* The City is not subject to ERISA and maintains no Plans.

(q) *Environmental Compliance.* The operations of the System are in material compliance with all of the requirements of applicable federal, state and local environmental, health and safety statutes and regulations and are not the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, where a failure to comply with any such requirement or the need for any such remedial action could reasonably be expected to result in a Material Adverse Effect.

(r) *Solvency.* The City is, and upon the incurrence of any Note or any Obligation by the City on any date on which this representation and warranty is made will be, solvent and able to pay its debts as they become due.

(s) *Tax Exempt Status.* The City has not taken any action or omitted to take any action, and knows of no action taken by any Governmental Authority, which action, if taken or omitted, would adversely affect the exclusion of interest on the Tax-Exempt Notes from gross income for

purposes of federal income taxation.

(w) *Usury.* The terms of this Agreement and the other Program Documents regarding the calculation and payment of interest and fees do not violate any applicable usury laws.

(x) *Sanctions Concerns.* (i) Neither the City, nor, to the knowledge of the City, any director, officer, employee, agent, affiliate or representative thereof, is an individual or entity that is, or is owned or controlled by any individual or entity that is (A) currently the subject or target of any Sanctions, (B) included on OFAC's List of Specially Designated Nationals, HMT's Consolidated List of Financial Sanctions Targets and the Investment Ban List, or any similar list enforced by any other relevant sanctions authority or (C) located, organized or resident in a Designated Jurisdiction.

(ii) *Anti-Corruption Laws.* The City has conducted its business in compliance with the United States Foreign Corrupt Practices Act of 1977 and other similar anti-corruption legislation in other jurisdictions, and have instituted and maintained policies and procedures designed to promote and achieve compliance with such laws.

(bb) *Compliance with Laws.* The City is in compliance with all Laws, except for such noncompliance that, singly or in the aggregate, has not caused or is not reasonably expected to cause a Material Adverse Effect.

(cc) *Title; Licenses.* Except as disclosed in writing to the Bank prior to execution of this Agreement, the City has good title to all of the facilities, plants and other property which constitute the System, except to the extent failure to do so could not reasonably be expected to result in a Material Adverse Effect. Except as disclosed in writing to the Bank prior to execution of this Agreement, the City has all rights, permits, easements, servitudes, rights-of-way and licenses necessary to carry on its business as presently conducted.

(dd) *Insurance.* The City currently maintains a system of self-insurance or insurance coverage with insurance companies believed by the City to be capable of performing their obligations under the respective insurance policies issued by such insurance companies to the City (as determined in its reasonable discretion) and in full compliance with Section 5.08 of the Ordinance.

(ee) *Paying Agent/Registrar.* The Bank of New York Mellon Trust Company, N.A. is the duly appointed and acting Paying Agent/Registrar for the Notes.

(ff) *Immunity.* The City is not entitled to claim immunity on the grounds of sovereignty or other similar grounds (including, without limitation, governmental immunity) with respect to itself or its revenues (irrespective of their use or intended use) to the extent waived pursuant to Section 1371.059, Texas Government Code, as amended.

(gg) *No Public Vote or Referendum.* There is no public vote or referendum pending, proposed or concluded, the results of which could reasonably be expected to result in a Material Adverse Effect.

(hh) *Swap Contracts.* The City has not entered into any Swap Contract relating to Revenues Secured Debt (a) wherein any termination payment thereunder is senior to or on a parity with the payment of the Notes or the other Obligations or (b) which requires the City to post cash collateral to secure its obligations thereunder.

## ARTICLE V

### CONDITIONS

*Section 5.1. Closing Conditions.* The Bank's obligations under this Agreement shall be conditioned upon the performance by the City of its obligations to be performed hereunder and the tender by the City of its performance at the Closing as described in this Section, which Closing shall not be completed unless the Bank shall receive at the time of the Closing the following:

(i) The Bank shall have received the following documents, each dated and in form and substance as is satisfactory to the Bank:

(A) executed originals or certified copies of all approvals, authorizations and consents of any trustee, or holder of any indebtedness or obligation of the City necessary for the City to enter into each of the Program Documents and the transactions contemplated herein and therein;

(B) the approving opinion of the Attorney General of Texas with respect to the proceedings authorizing issuance of the Notes and execution of this Agreement and matters related thereto;

(C) a counterpart of this Agreement, duly executed by the City and the Bank;

(D) a certificate of an Authorized Representative, certifying that all conditions precedent set forth in the Ordinance with respect to issuance of the Notes shall have been satisfied;

(E) certified copies of all approvals or authorizations by, or consents of, or notices to or registrations with, any Governmental Authority required for the City to enter into this Agreement and the other Program Documents;

(F) a certificate of an Authorized Representative, certifying the names and true signatures of the officers of the City authorized to sign this Agreement, the Notes and the other Program Documents;

(G) such financial information, budgets, projections, investment policies and guidelines for permitted investments of the City provided to the Bank as the Bank has requested;

(H) the audited annual financial statements of the City for the Fiscal

Year ended September 30, 2018 and a copy of the most recent budget of the City;

(I) an executed original or certified copy, as applicable, of each of the Program Documents;

(J) a copy of the City's Investment Policy in effect on the Closing Date;

(K) an IRS Form W-9 duly completed by the City.

(ii) The Bank shall have received a written description of all actions, suits or proceedings pending or threatened against the City in any court or before any arbitrator of any kind or before or by any governmental or non-governmental body which could reasonably be expected to result in a Material Adverse Effect with respect to the City, and such other statements, certificates, agreements, documents and information with respect thereto as the Bank may reasonably request. No law, regulation, ruling or other action of the United States, the State of Texas or any political subdivision or authority therein or thereof shall be in effect or shall have occurred, the effect of which would be to prevent the City from fulfilling its obligations under this Agreement and the other Program Documents.

(iii) The Bank shall have received an opinion addressed to the Bank and dated the Closing Date from the City's Counsel, in form and substance reasonably satisfactory to the Bank and its counsel, which provides for, among other opinions, the following: (1) the execution, delivery and performance by the City of this Agreement, the Notes and the other Program Documents are within the City's powers, have been duly authorized by all necessary action, and require no action by or in respect of, or filing with, any governmental body, agency or official that has not been accomplished, and (2) such other matters as the Bank may reasonably request, in form and substance satisfactory to the Bank and its counsel.

(iv) The following statement shall be true and correct on the Closing Date, and the Bank shall have received a certificate signed by an Authorized Representative dated the Closing Date, certifying that: (A) the representations and warranties of the City contained in each of the Program Documents and each certificate, letter, other writing or instrument delivered by the City to the Bank pursuant hereto or thereto are true and correct on and as of the Closing Date as though made on and as of such date; (B) no Default or Event of Default has occurred and is continuing or would result from the City's execution and delivery of this Agreement, or the acceptance of the Commitment by the City; (C) the audited annual financial statements of the City for the Fiscal Year ended September 30, 2018, including the balance sheet as of such date of said period, all examined and reported on by Weaver and Tidwell, L.L.P., as heretofore delivered to the Bank correctly and fairly present the financial condition of the City as of said date and the results of the operations of the City for such period, have been prepared in accordance with GAAP consistently applied except as stated in the notes thereto; (D) since the release of the audited annual financial statements of the City for the Fiscal Year ended September 30, 2018, no Material Adverse Change with respect to the City has occurred prior to the Closing Date; (E) the

acceptance of the Commitment by the City pursuant to this Agreement is an arm's length commercial transaction between the City and the Bank; (F) the City has consulted with its own respective legal and financial advisors in connection with the acceptance of the Commitment by the City pursuant to this Agreement; (G) the Bank has not acted as a fiduciary in favor of the City with respect to the Notes or the acceptance of the Commitment by the City; (H) to the best knowledge of the City, the underlying unenhanced long-term ratings assigned to any Revenues Secured Debt by Fitch, Moody's and S&P have not been reduced, withdrawn or suspended since the date of the Rating Documentation and (I) that all conditions in this Section 5.1 (other than (viii), (xi) and (xii) (to the extent of any law, regulation, ruling or other action of the State of New York or any political subdivision or authority therein) for which the City has no knowledge) have been satisfied.

(v) The Bank shall have received an opinion addressed to the Bank and dated the Closing Date of Bond Counsel as to the exclusion of interest on the Tax-Exempt Notes from gross income for federal income tax purposes of the Bank, the pledge of Net Revenues securing the Notes and the Obligations constituting a valid pledge, and such other matters as the Bank may reasonably request, in form and substance satisfactory to the Bank and its counsel.

(vi) All necessary action on the part of the City shall have been taken as required for the assignment and pledge of a lien on the Net Revenues for the benefit of the Bank as described in Section 2.11 hereof.

(vii) All other legal matters pertaining to the execution and delivery of this Agreement, the Notes and the Ordinance shall be reasonably satisfactory to the Bank and its counsel.

(viii) The Bank shall have received evidence from Fitch, Moody's and S&P confirming that the underlying unenhanced long-term rating assigned to the Bonds Similarly Secured is at least "A+" (or its equivalent), "A1" (or its equivalent) and "AA-" (or its equivalent), respectively, (referred to herein as the "*Rating Documentation*").

(ix) No Note shall be registered with The Depository Trust Company or any other securities depository. No offering document or official statement shall be prepared with respect to the Notes.

(x) The Bank shall have received such other documents, certificates, opinions, approvals and filings with respect to this Agreement, the Notes and the other Program Documents as the Bank has requested of the City.

(xi) No law, regulation, ruling or other action of the United States, the State of New York or the State of Texas or any political subdivision or authority therein or thereof shall be in effect or shall have occurred, the effect of which would be to prevent the Bank from fulfilling its obligations under this Agreement.



(xii) The City shall have received an opinion addressed to the City and dated the Closing Date of counsel to the Bank that this Agreement constitutes a valid binding and enforceable obligation against the Bank, in form and substance reasonably satisfactory to the City and its Bond Counsel.

*Section 5.2. Certain Conditions to Bank's Obligations.* The Bank has entered into this Agreement in reliance upon the representations and warranties of the City contained herein and to be contained in the documents and instruments to be delivered at the Closing and at each Purchase, and upon the performance by the City of its obligations hereunder, as of the date hereof and as of the Closing Date and each Purchase Date. Accordingly, the Bank's obligations under this Agreement to purchase, to accept delivery of and to pay for the Notes shall be subject to performance by the City of its obligations to be performed hereunder and the delivery of the documents and instruments required to be delivered hereby at or prior to each Purchase, and shall also be subject to the following additional conditions:

(a) delivery to the Bank of a Request for Purchase executed by an Authorized Representative;

(b) the representations and warranties of the City contained herein shall be true, complete and correct on the date hereof, on the Closing Date and on each Purchase Date;

(c) at the time of each Purchase, this Agreement and the Ordinance shall be in full force and effect in accordance with their respective terms and shall not have been amended, modified or supplemented in any manner which will adversely affect (i) the ability of the City to issue the Notes or perform its obligations thereunder or under this Agreement or (ii) the security for the Notes;

(d) both at the time of the Closing and at the time of each Purchase, all official action of the City relating to this Agreement, the Notes and the Ordinance shall have been taken and shall be in full force and effect in accordance with their respective terms and shall not have been amended, modified or supplemented in any material adverse respect;

(e) each Note requested to be purchased by the Bank shall be delivered to the Bank on the related Purchase Date purchased by the Bank pursuant to the terms hereof and shall be in an amount not less than \$2,000,000 and in an integral multiple of \$100,000 in excess thereof;

(f) the Bank will have no obligation to purchase any Note if, because of a Change in Law, such request to purchase Notes made by the City would be illegal. In such event, the City will have no liability whatsoever with respect to such request for purchase and the Bank will have no liability for its failure to so purchase if such failure is due to a Change in Law;

(g) at the time of each Purchase, no Default or Event of Default shall have occurred and be continuing;

(h) on the initial issuance date of a Tax-Exempt Note, delivery of an opinion dated such issuance date of Bond Counsel as to the exclusion of interest on the Tax-Exempt Notes from gross income for federal income tax purposes of the Noteholder, the pledge of Net Revenues securing the Tax-Exempt Notes and the Obligations constituting a valid pledge, and such other matters as the Bank may reasonably request, in form and substance satisfactory to the Bank and its counsel;

(i) on the initial issuance date of a Tax-Exempt Note, delivery of an executed Tax Certificate, which shall include an Issue Price Certificate executed by the Bank; and

(j) on the initial issuance date of a Tax-Exempt Note, delivery of a copy of the related IRS Form 8038-G duly executed by the City to be filed with the Internal Revenue Service.

The submission by an Authorized Representative of a Request for Purchase in connection with each Purchase shall be deemed to be a representation and warranty by the City on the date of each such Purchase that the conditions specified in clauses (b) and (g) of this Section 5.2 have been satisfied on and as of such date.

*Section 5.3. Satisfaction or Waiver of Conditions.* All the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Bank, and the Bank shall have the right to waive any condition set forth in this Article V.

## ARTICLE VI

### COVENANTS

*Section 6.1. Covenants of the City.* The City covenants and agrees, from the date hereof and until the Termination Date and the payment in full of all Notes and Obligations, unless the Bank shall otherwise consent in writing:

(a) *Information.* The City will deliver to the Bank:

(i) *Annual Report.* As soon as available, and in any event within 270 days after the end of the Fiscal Year, the annual audited financial statements of the City together with the opinion of the City's independent accountants.

(ii) *Unaudited Quarterly Financials.* As soon as available, and in any event within 45 days after each of the first three quarters of each Fiscal Year, the unaudited financial statements of the City, including the balance sheet as of the end of such quarter and a statement of income and expenses, all in reasonable detail and certified, subject to year-end adjustment, by an Authorized Representative.

(c) *Compliance Certificate.* In connection with the financial statements

required to be delivered by the City pursuant to Sections 6.1(a)(i) and 6.1(a)(ii) hereof, a Compliance Certificate signed by an Authorized Representative (x) stating that no Event of Default or Default has occurred, or if such Event of Default or Default has occurred, specifying the nature of such Event of Default or Default, the period of its existence, the nature and status thereof and any remedial steps taken or proposed to correct such Event of Default or Default and (y) demonstrating compliance with the financial covenants set forth in Section 5.07 of the Ordinance.

(d) *Budget.* As soon as available, and in any event within 60 days following the end of each Fiscal Year, the operating budget of the City.

(e) *Notices of Resignation of the Paying Agent/Registrar.* As promptly as practicable, written notice to the Bank of any resignation of the Paying Agent/Registrar immediately upon receiving notice of the same.

(f) *Offering Memorandum and Material Event Notices.* (A) Within ten (10) days after the issuance of any Revenues Secured Debt with respect to which a final official statement or other offering or disclosure document has been prepared by the City, (1) a copy of such official statement or offering circular or (2) notice that such information has been filed with EMMA and is publicly available; and (B) during any period of time the City is subject to continuing disclosure requirements under Rule 15c2-12 promulgated pursuant to the Securities Exchange Act of 1934, as amended (17 C.F.R. Sec. 240-15c2-12), or any successor or similar legal requirement, immediately following any dissemination, distribution or provision thereof to any Person, (1) a copy of any reportable event notice (as described in b(5)(i)(C) of Rule 15c2-12) disseminated, distributed or provided in satisfaction of or as may be required pursuant to such requirements or (2) notice that such event notice has been filed with EMMA and is publicly available.

(g) *Notice of Default; Event of Default; Participant Agreement Event of Default; Interconnection Agreement Event of Default.* (i) Promptly upon obtaining knowledge of any Default, Event of Default, Participation Agreement Event of Default or Interconnection Agreement Event of Default, or notice thereof, and in any event within five (5) days thereafter, a certificate signed by an Authorized Representative specifying in reasonable detail the nature and period of existence thereof and what action the City has taken or proposes to take with respect thereto; and (ii) promptly following a written request of the Bank, a certificate of an Authorized Representative as to the existence or absence, as the case may be, of a Default or an Event of Default under this Agreement.

(h) *Litigation.* As promptly as practicable, written notice to the Bank of all actions, suits or proceedings pending or threatened against the City before any arbitrator of any kind or before any court or any other Governmental Authority which could reasonably be expected to result in a Material Adverse Effect.

(i) *Amendments.* Promptly after the adoption thereof and to the extent is not required to receive and make notice of the same, copies of any amendments to the Program Documents.

(j) *Participation Agreement Budget.* A copy of the annual Budget (as defined in the Participation Agreement) or any changes to the Budget.

(k) *Other Information.* Such other information regarding the business affairs, financial condition and/or operations of the City as the Bank may from time to time reasonably request.

(b) *Access to Records.* The City will keep adequate records and books of account, in which complete entries will be made, reflecting all financial transactions of the City, and furnish to the Bank such information regarding the financial condition, results of operations, or business of the City as the Bank may reasonably request and will permit any officers, employees, or agents of the Bank to visit and inspect any of the properties of the City and to discuss matters reasonably pertinent to an evaluation of the credit of the City, all at such reasonable times as the Bank may reasonably request. All information received by or provided to the Bank pursuant to this Agreement, unless otherwise made public by the City, will be held as confidential information by such party.

(c) *Proceeds of the Notes.* None of the proceeds of the Notes will be used in any manner or for any purpose except in the manner and for the purposes authorized by Texas law, this Agreement and the Ordinance. The City shall not use the proceeds of the Notes, whether directly or indirectly, and whether immediately, incidentally or ultimately, to purchase or carry margin stock (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System) or to extend credit to others for the purpose of purchasing or carrying margin stock or to refund indebtedness originally incurred for such purpose, in each case in violation of, or for a purpose which violates, or would be inconsistent with, Regulation T, U or X of the Board of Governors of the Federal Reserve System.

(d) *No Amendment of Program Documents.* The City shall not modify, amend or consent to any modification, amendment or waiver in any material respect of any Program Document without the prior written consent of the Bank.

(e) *Additional Indebtedness.* It will use its best efforts and with due diligence endeavor to sell a sufficient amount of additional Indebtedness in order to have funds available, together with other moneys available for such purpose, to pay all amounts owed to the Bank under this Agreement. Other than to repay the Obligations in full, the City shall not issue any (x) Subordinate Lien Obligations (other than the Obligations) (y) Indebtedness issued pursuant to Section 5.09 of the Ordinance, or (z) any Senior Lien Obligations without the prior written consent of the Bank; *provided* that the consent of the Bank shall not be required for (i) the issuance of Senior Lien Obligations in a cumulative amount not to exceed \$50,000,000 and (ii) the issuance of Senior Lien Obligations issued for the purpose of refunding previously issued Senior Lien Obligations.

(f) *Taxes and Liabilities.* The City will pay all of its indebtedness and obligations promptly and in accordance with its terms and pay and discharge or cause to be paid and discharged promptly all taxes, assessments, and governmental charges or levies imposed upon it or upon its income and profits, or upon any of its property, real, personal, or mixed, or upon any part thereof, before the same shall become in default except for those matters which are reasonably

being contested in good faith by appropriate action or proceedings or for which the City has established adequate reserves in accordance with GAAP.

(g) *Supplemental Ordinances and Further Assurances.* The City will at any and all times, insofar as it may be authorized so to do by law, pass, make, do execute, acknowledge, and deliver all and every such further resolutions, acts, assignments, recordings, filings, transfers, and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning, and confirming all and singular the rights, revenues, and other funds and the Security pledged or assigned to the payment of the Notes, or intended so to be, of which the City may become bound to pledge or assign.

(h) *Performance and Compliance with Other Covenants.* The City agrees that it will perform and comply with each and every covenant and agreement required to be performed or observed by it in the Ordinance and each of the other Program Documents to which it is a party, which provisions, as well as related defined terms contained therein, are hereby incorporated by reference herein with the same effect as if each and every such provision were set forth herein in its entirety all of which shall be deemed to be made for the benefit of the Bank and shall be enforceable against the City. To the extent that any such incorporated provision permits the City or any other party to waive compliance with such provision or requires that a document, opinion or other instrument or any event or condition be acceptable or satisfactory to the City or any other party, for purposes of this Agreement, such provision shall be complied with unless it is specifically waived by the Bank in writing and such document, opinion or other instrument and such event or condition shall be acceptable or satisfactory only if it is acceptable or satisfactory to the Bank which shall only be evidenced by the written approval by the Bank of the same. Except as permitted by Section 6.1(d) hereof, no termination or amendment to such covenants and agreements or defined terms or release of the City with respect thereto made pursuant to the Ordinance or any of the other Program Documents to which the City is a party, shall be effective to terminate or amend such covenants and agreements and defined terms or release the City with respect thereto in each case as incorporated by reference herein without the prior written consent of the Bank. Notwithstanding any termination or expiration of the Ordinance or any such other Program Document to which the City is a party, the City shall continue to observe the covenants therein contained for the benefit of the Bank until the termination of this Agreement and the payment in full of the Notes and all other Obligations. All such incorporated covenants shall be in addition to the express covenants contained herein and shall not be limited by the express covenants contained herein nor shall such incorporated covenants be a limitation on the express covenants contained herein.

(i) *Compliance with Rules and Regulations.* The City shall comply with all laws, ordinances, orders, rules, and regulations of duly constituted public authorities which if not complied with would have a Material Adverse Effect with respect to the City.

(j) *Investment Policy.* The City will comply with the City's Investment Policy and State law with respect to investments.

(k) *Preservation of Existence, Etc.* The City shall maintain its existence and preserve and keep in force and effect all licenses, permits, franchises and qualifications necessary to the proper

conduct of its operations. The City will not (i) terminate, wind up, liquidate or dissolve its affairs or consolidate or merge with or into any Person except to the extent that the City repays to the Bank all Obligations in full prior to the date such event takes effect or (ii) sell, transfer, convey or lease (whether in a single transaction or a series of transactions) all or any substantial part of the System. The City will not amend any constituting document or any agreement governing its operations or management in a manner that could have a Material Adverse Effect with respect to the City.

(m) *Exempt Status.* The City shall not take any action or omit to take any action that, if taken or omitted, would adversely affect the excludability of interest on the Tax-Exempt Notes from the gross income of the holders thereof for purposes of federal income taxation.

(n) *Other Agreements.* In the event that the City shall, directly or indirectly, enter into or otherwise consent to any Bank Agreement which such Bank Agreement provides such Person with different or more restrictive covenants, different or additional events of default and/or greater rights and remedies than are provided to the Bank in this Agreement, the City shall provide the Bank with a copy of each such Bank Agreement and such different or more restrictive covenants, different or additional events of default and/or greater rights and remedies shall automatically be deemed to be incorporated into this Agreement and the Bank shall have the benefits of such different or more restrictive covenants, different or additional events of default and/or greater rights and remedies as if specifically set forth herein. The City shall promptly enter into an amendment to this Agreement to include different or more restrictive covenants, different or additional events of default and/or greater rights and remedies; *provided* that the Bank shall have and maintain the benefit of such different or more restrictive covenants, different or additional events of default and/or greater rights and remedies even if the City fails to provide such amendment.

(o) *Swap Contracts.* The City shall at all times require that any termination fees payable in connection with any Swap Contract entered into by the City and payable from and secured by Net Revenues, shall be subordinate to the payment of the Notes and the Obligations hereunder. The City shall not provide any collateral to support the obligations of the City under any Swap Contract entered into by the City and payable from and secured by Net Revenues, other than a Lien on Net Revenues. Except as set forth in the first sentence of this Section, the City shall at all times require that any Lien on Net Revenues securing any Swap Contract entered into by the City and payable from and secured by Net Revenues, be on a parity with the Lien securing the Indebtedness to which such Swap Contract relates.

(p) *Sovereign Immunity.* Pursuant to Section 1371.059, Texas Government Code, as amended, the City agrees to waive sovereign immunity from suit and liability for the purposes of adjudicating a claim to enforce its duties and obligations under this Agreement or for damages for breach of this Agreement.

(q) *Bonding Capacity.* The City shall at all times maintain the ability under the Ordinance to issue Subordinate Lien Obligations in an amount at least equal to the sum of (i) the aggregate principal amount of the Notes, plus (ii) the aggregate amount of accrued interest to maturity on all Notes, plus (iii) any Obligations.

(r) *ERISA*. The City will comply in all material respects with Title IV of ERISA, if, when and to the extent applicable.

(s) *Further Assurances*. The City shall promptly upon request by the Bank, execute and deliver such further documents and do such other acts and things as the Bank may reasonably request in order to effect fully the purposes of this Agreement and the other Program Documents, and to provide for payment of the Notes and the Obligations and for granting the pledge of the Security in accordance with the terms of this Agreement and the other Program Documents.

(t) *Offering Document*. The City shall not refer to the Bank in any offering document or make any changes in reference to the Bank in any offering document without the Bank's prior written consent thereto, such consent not to be unreasonably withheld.

(u) *Accuracy of Information*. All data, certificates, reports, documents and other information furnished to the Bank, whether pursuant to this Agreement, or in connection with or pursuant to an amendment or modification of, or waiver under, this Agreement shall, at the time the same are so furnished, (i) be complete and correct in all material respects to the extent necessary to give the Bank true and accurate knowledge of the subject matter thereof, and (ii) not contain any untrue statements of a material fact or omit to state a material fact necessary in order to make the statements contained therein not misleading, and the furnishing of the same to the Bank shall constitute a representation and warranty by the City to that effect. Each financial statement furnished to the Bank, whether pursuant to this Agreement, or in connection with or pursuant to an amendment or modification of, or waiver under, this Agreement, shall, at the time the same is so furnished, fairly present the financial condition and results of operations of the City.

(w) *Liens*. The City will not create, incur, assume or suffer to exist any pledge of, lien on or other security interest in the Security except as provided in the Program Documents.

(x) *Paying Agent/Registrar*. No substitution of the Paying Agent/Registrar shall occur without the prior written consent of the Bank.

(y) *Total Outstanding*. At no time shall the City permit the aggregate principal amount of all Notes outstanding and unpaid to exceed the Commitment.

(z) *Underlying Rating*. The City shall at all times maintain a rating on the Bonds Similarly Secured from at least one Rating Agency. The City covenants and agrees that it shall not at any time withdraw any long-term unenhanced rating on the Bonds Similarly Secured from any of Fitch, Moody's or S&P if the effect of such withdrawal would be to cure a Default or an Event of Default under this Agreement or reduce the Applicable Spread—~~LIBOR~~ (Tax-Exempt) or Applicable Spread—~~LIBOR~~ (Taxable), as applicable.

(aa) *Maintenance of Property*. The City shall (a) maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order and condition, ordinary wear and tear excepted except to the extent the failure to do so could not reasonably be expected to result in a Material Adverse Effect; (b) make all necessary repairs thereto and renewals and replacements thereof except where the failure to do so could not



reasonably be expected to have a Material Adverse Effect; and (c) use the standard of care typical in the industry in the operation and maintenance of its facilities.

(bb) *Maintenance of Insurance.* The City shall maintain a system of self-insurance or insurance coverage with insurance companies believed by the City to be capable of performing their obligations under the respective insurance policies issued by such insurance companies to the City (as determined in its reasonable discretion) and in full compliance with Section 5.08 of the Ordinance.

(cc) *Sanctions.* The City will not directly or indirectly, use any proceeds from the issuance of any of the Notes, or lend, contribute or otherwise make available such proceeds to any Person, to fund any activities of or business with any Person, or in any Designated Jurisdiction, that, at the time of such funding, is the subject of Sanctions, or in any other manner that will result in a violation by any Person of Sanctions.

(dd) *Anti-Corruption.* The City will not directly or indirectly, use any proceeds from the issuance of the Notes for any purpose which would breach the United States Foreign Corrupt Practices Act of 1977 and other similar anti-corruption legislation in other jurisdictions.

(ee) *Participation Agreement.* Upon the occurrence of a change of ownership of Sharyland Utilities, L.P., the City shall cause the successor entity to become a party to the Participation Agreement or accept an assignment of all of the obligations of Sharyland Utilities, L.P. under the Participation Agreement.

## ARTICLE VII

### DEFAULTS AND REMEDIES

*Section 7.1. Events of Default.* The occurrence of any of the following events (whatever the reason for such event and whether voluntary, involuntary, or effected by operation of Law) shall be an “*Event of Default*” hereunder, unless waived in writing by Bank:

(a) the City shall fail to pay the principal of or interest on any Note when due (whether by scheduled maturity, required prepayment, redemption or otherwise);

(b) the City shall fail to pay any Obligation (other than the obligation to pay the principal of or interest on the Notes or) when due and such failure shall continue for three (3) Business Days;

(c) any representation or warranty made by or on behalf of the City in this Agreement or in any other Program Document or in any certificate or statement delivered hereunder or thereunder shall be incorrect or untrue in any material respect when made or deemed to have been made or delivered;

(d) the City shall default in the due performance or observance of any of the covenants set forth in Sections 6.1(a), (b), (e), (k), (o), (p), (w), (x) or (y) hereof;

(e) the City shall default in the due performance or observance of any other term, covenant or agreement contained in this Agreement or any other Program Document and such default shall remain unremedied for a period of thirty (30) days after the occurrence thereof;

(f) the City shall (i) have entered involuntarily against it an order for relief under the United States Bankruptcy Code, as amended, (ii) become insolvent or shall not pay, or be unable to pay, or admit in writing its inability to pay, its debts generally as they become due, (iii) make an assignment for the benefit of creditors, (iv) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its Property, (v) institute any proceeding seeking to have entered against it an order for relief under the United States Bankruptcy Code, as amended, to adjudicate it insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, marshalling of assets, adjustment or composition of it or its debts under any Law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, (vi) take any corporate action in furtherance of any matter described in parts (i) through (v) above, or (vii) fail to contest in good faith any appointment or proceeding described in Section 7.1(g) of this Agreement;

(g) a custodian, receiver, trustee, examiner, liquidator or similar official shall be appointed for the City or any substantial part of its Property, or a proceeding described in Section 7.1(f)(v) shall be instituted against the City and such proceeding continues undischarged or any such proceeding continues undismissed or unstayed for a period of sixty (60) or more days;

(h) (i) a debt moratorium, debt adjustment or comparable restriction is imposed on the repayment when due and payable of the principal of or interest on any Debt of the City by the City or any Governmental Authority with appropriate jurisdiction or (ii) a debt restructuring is imposed on the repayment when due and payable of the principal of or interest on any Debt of the City by any Governmental Authority with appropriate jurisdiction;

(i) (i) any provision of this Agreement or any other Program Document related to (A) payment of principal of or interest on the Notes or any other Revenues Secured Debt or (B) the validity or enforceability of the pledge of the Security or any other pledge or security interest created by the Ordinance shall at any time for any reason cease to be valid and binding on the City as a result of any legislative or administrative action by a Governmental Authority with competent jurisdiction, or shall be declared, in a final nonappealable judgment by any court of competent jurisdiction, to be null and void, invalid or unenforceable; or

(ii) the validity or enforceability of any material provision of this Agreement or any other Program Document related to (A) payment of principal of or interest on the Notes or any other Revenues Secured Debt, or (B) the validity or enforceability of the pledge of the Security or any other pledge or security interest

created by the Ordinance shall be publicly contested by the City; or

(iii) any other material provision of this Agreement or any other Program Document, other than a provision described in clause (i) above, shall at any time for any reason cease to be valid and binding on the City or shall be declared in a final non-appealable judgment by any court with competent jurisdiction to be null and void, invalid, or unenforceable, or the validity or enforceability thereof shall be publicly contested by the City;

(j) dissolution or termination of the existence of the City;

(k) the City shall (i) default on the payment of the principal of or interest on any Revenues Secured Debt beyond the period of grace, if any, provided in the instrument or agreement under which such Revenues Secured Debt was created or incurred; or (ii) default in the observance or performance of any agreement or condition relating to any Revenues Secured Debt or contained in any instrument or agreement evidencing, securing or relating thereto, or any other default, event of default or similar event shall occur or condition exist, the effect of which default, event of default or similar event or condition is to permit (determined without regard to whether any notice is required) any such Revenues Secured Debt to become immediately due and payable in full as the result of the acceleration, mandatory redemption or mandatory tender of such Revenues Secured Debt;

(l) Reserved;

(m) any final, unappealable judgment or judgments, writ or writs or warrant or warrants of attachment, or any similar process or processes, , in an aggregate amount in excess of \$10,000,000 (after taking into account the amount of any available insurance coverage with written acknowledgement of such coverage having been provided by the provider of such insurance coverage to the Bank) shall be entered or filed against the City or against any of its Property and remain unpaid, unvacated, unbonded or unstayed for a period of ninety (90) days;

(n) any “event of default” under any Program Document (as defined respectively therein) shall have occurred; or

(o) (i) S&P shall have downgraded its rating of any long-term unenhanced Bonds Similarly Secured of the City to below “BBB-” (or its equivalent), or suspended or withdrawn its rating of the same due to credit related reasons; or (ii) any of Fitch, Moody’s and S&P shall have downgraded its rating of any long-term unenhanced Bonds Similarly Secured of the City to below “BBB-” (or its equivalent), “Baa3” (or its equivalent), or “BBB-” (or its equivalent) respectively, or suspended or withdrawn its rating of the same due to credit related reasons; or

*Section 7.2. Remedies.* If an Event of Default specified in Section 7.1 hereof shall occur and be continuing, the Bank may take one or more of the following actions at any time and from time to time (regardless of whether the actions are taken at the same or different times):

(a) (i) by written notice to the Paying Agent/Registrar and the City, terminate the Available Commitment (with notice of termination provided in the form of Exhibit D hereto) and declare the outstanding amount of the Obligations under this Agreement to be immediately due and payable without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived, and an action therefor shall immediately accrue;

(ii) deliver a written notice to the Paying Agent / Registrar and the City that an Event of Default has occurred and is continuing and direct the Paying Agent / Registrar and the City, as applicable, to cause an acceleration of the Notes or take such other remedial action as is provided for in the Ordinance;

(iii) either personally or by attorney or agent without bringing any action or proceeding, or by a receiver to be appointed by a court in any appropriate action or proceeding, take whatever action at law or in equity may appear necessary or desirable to collect the amounts due and payable under the Program Documents or to enforce performance or observance of any obligation, agreement or covenant of the City under the Program Documents, whether for specific performance of any agreement or covenant of the City or in aid of the execution of any power granted to the Bank in the Program Documents;

(iv) at the expense of the City, cure any Default, Event of Default or event of nonperformance hereunder or under any Program Document; *provided, however,* that the Bank shall have no obligation to effect such a cure; and

(v) exercise, or cause to be exercised, any and all remedies as it may have under the Program Documents (other than as provided for in clause (ii) of this Section 7.2(a)) and as otherwise available at law and at equity.

(b) Notwithstanding the provisions of Section 7.2(a)(i) or 7.2(a)(ii), (x) the Bank shall not cause an acceleration of the Notes as described in Section 7.2(a)(i) or 7.2(a)(ii) until seven (7) days after the occurrence of an Event of Default specified in Section 7.1(a), 7.1(h), 7.1(i)(i), 7.1(i)(ii), 7.1(j), 7.1(k), 7.1(m) or 7.1(o)(i) and (y) the Bank shall notify the City of an acceleration at least one hundred eighty (180) days prior thereto in the case of any Event of Default not specified in the immediately preceding clause (x). Notwithstanding the foregoing sentence of this Section 7.2(b), if (i) (x) an Event of Default under Section 7.1(f) or 7.1(g) hereof occurs or (y) any other holder or credit enhancer of Revenues Secured Debt or any counterparty under any Swap Contract related thereto causes any such Revenues Secured Debt or other obligations of the City to become immediately due and payable (whether by repurchase, mandatory tender, mandatory redemption, acceleration or otherwise), the Bank may immediately, without notice, avail itself of the remedies set forth in Section 7.2(a)(i) or 7.2(a)(ii) hereof and/or declare or

cause to be declared the unpaid principal amount of all outstanding Notes, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder to be immediately due and payable and (ii) any other holder or credit enhancer of Revenues Secured Debt or any counterparty under any Swap Contract related thereto has the right to cause such Revenues Secured Debt to be immediately due and payable (whether by repurchase, mandatory tender, mandatory redemption, acceleration or otherwise) on a date earlier than, or pursuant to a notice period which is shorter than what is set forth in the first sentence of this Section 7.2(b) in connection with a default related to such Revenues Secured Debt, then the Bank shall automatically have such right or shorter notice period, as applicable.

*Section 7.3. Suits at Law or in Equity and Mandamus.* If any Event of Default shall occur, then and in every such case the Bank shall be entitled to proceed to protect and enforce its rights by such appropriate judicial proceeding as it may deem most effectual to protect and enforce any such right, either by suit, in equity, or by action at law, whether for the specific performance of any covenant or agreement contained in this Agreement, in aid of the exercise of any power granted in this Agreement, or to enforce any other legal or equitable right vested in the Bank by this Agreement, the Notes or by law. The provisions of this Agreement shall be a contract with each and every Noteholder and the duties of the City shall be enforceable by any Noteholder by mandamus or other appropriate suit, action, or proceeding in any court of competent jurisdiction.

*Section 7.4. No Waiver.* No failure on the part of Bank to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law. No delay or omission by the Bank in the exercise of any right, remedy or power or in the pursuit of any remedy shall impair any such right remedy or power or be construed to be a waiver of any default on the part of the Bank or to be acquiescence therein. No express or implied waiver by the Bank of any Event of Default shall in any way be a waiver of any future or subsequent Event of Default.

*Section 7.5. Discontinuance of Proceedings.* In case the Bank shall proceed to invoke any right, remedy or recourse permitted hereunder or under the Program Documents and shall thereafter elect to discontinue or abandon the same for any reason, the Bank shall have the unqualified right so to do and, in such event, the City and the Bank shall be restored to their former positions with respect to the Obligations, the Program Documents and otherwise, and the rights, remedies, recourse and powers of the Bank hereunder shall continue as if the same had never been invoked.

## ARTICLE VIII

### GENERAL

*Section 8.1. Notices.* Any notice or other communication to be given to the Bank under this Agreement may be given by delivering the same in writing to Bank of America, N.A., 211 N. Robinson, 2nd Floor, Oklahoma City, Oklahoma 73102; attention: Brent Riley, or to such different

address for the Bank as the Bank shall have notified the City as aforesaid. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to Lubbock Power & Light, ~~1301 Broadway St~~ [1314 Avenue K](#), Lubbock, Texas 79401; attention: Assistant Director of Electric Utilities/CFO, or to such different address for the City as the City shall have notified the Bank as aforesaid. The approval or other action or exercise of judgment by the Bank shall be evidenced by a writing signed on behalf of the Bank and delivered to the City.

*Section 8.2. Successors and Assigns.*

(a) *Successors and Assigns Generally.* This Agreement is a continuing obligation and shall be binding upon the City, its successors, transferees and assigns and shall inure to the benefit of the Noteholders and their respective permitted successors, transferees and assigns. The City may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Bank. Each Noteholder may, in its sole discretion and in accordance with applicable law, from time to time assign, sell or transfer in whole or in part, this Agreement, its interest in the Notes and the other Program Documents in accordance with the provisions of paragraph (b) or (c) of this Section. Each Noteholder may at any time and from time to time enter into participation agreements in accordance with the provisions of paragraph (d) of this Section. Each Noteholder may at any time pledge or assign a security interest subject to the restrictions of paragraph (e) of this Section. Bank of America, N.A. shall be the Bank hereunder until such time as the Majority Noteholder designates an alternate Person to serve as the Bank hereunder by delivery of written notice to the City and the Paying Agent/Registrar and such Person accepts and agrees to act as the Bank hereunder and under the Program Documents. The Majority Noteholder may so designate an alternate Person to act as the Bank from time to time. Upon acceptance and notification thereof to the City and the Paying Agent/Registrar, the successor to the Bank for such purposes shall thereupon succeed to and become vested with all of the rights, powers, privileges and responsibilities of the Bank, and Bank of America, N.A. or any other Person being replaced as the Bank shall be discharged from its duties and obligations as the Bank hereunder.

(b) *Sales and Transfers by Noteholder to a Bank Transferee.* Without limitation of the foregoing generality, a Noteholder may at any time sell or otherwise transfer to one or more transferees all or a portion of the Notes to a Person that is (i) an Affiliate of the Bank or (ii) a trust or other custodial arrangement established by the Bank or an Affiliate of the Bank, the owners of any beneficial interest in which are limited to “qualified institutional buyers” as defined in Rule 144A promulgated under the 1933 Act, or “accredited investors” as defined in Rule 501 of Regulation D under the 1933 Act (each, a “*Bank Transferee*”). From and after the date of such sale or transfer, Bank of America, N.A. (and its successors) shall continue to have all of the rights of the Bank hereunder and under the other Program Documents as if no such transfer or sale had occurred; *provided, however*, that (A) no such sale or transfer referred to in clause (b)(i) or (b)(ii) hereof shall in any way affect the obligations of the Bank hereunder, (B) the City and the Paying Agent/Registrar shall be required to deal only with the Bank with respect to any matters under this Agreement and (C) in the case of a sale or transfer referred to in clause (b)(i) or (b)(ii) hereof, only the Bank shall be entitled to enforce the provisions of this Agreement against the City.

(c) *Sales and Transfers by Noteholder to a Non-Bank Transferee.* Without limitation of

the foregoing generality, a Noteholder may at any time sell or otherwise transfer to one or more transferees which are not Bank Transferees but each of which constitutes a “qualified institutional buyer” as defined in Rule 144A promulgated under the 1933 Act or an “accredited investor” as defined in Rule 501 of Regulation D under the 1933 Act (each a “*Non-Bank Transferee*”) all or a portion of the Notes if (A) written notice of such sale or transfer, including that such sale or transfer is to a Non-Bank Transferee, together with addresses and related information with respect to the Non-Bank Transferee, shall have been given to the City, the Paying Agent/Registrar and the Bank (if different than the Noteholder) by such selling Noteholder and Non-Bank Transferee, and (B) the Non-Bank Transferee shall have delivered to the City, the Paying Agent/Registrar and the selling Noteholder, an investment letter in substantially the form attached as Exhibit H to this Agreement (the “*Investor Letter*”).

From and after the date the City, the Paying Agent/Registrar and the selling Noteholder have received written notice and an executed Investor Letter, (A) the Non-Bank Transferee thereunder shall be a party hereto and shall have the rights and obligations of a Noteholder hereunder and under the other Program Documents, and this Agreement shall be deemed to be amended to the extent, but only to the extent, necessary to effect the addition of the Non-Bank Transferee, and any reference to the assigning Noteholder hereunder and under the other Program Documents shall thereafter refer to such transferring Noteholder and to the Non-Bank Transferee to the extent of their respective interests, and (B) if the transferring Noteholder no longer owns any Notes, then it shall relinquish its rights and be released from its obligations hereunder and under the Program Documents.

(d) *Participations.* Each Noteholder shall have the right to grant participations in all or a portion of such Noteholder’s interest in the Notes, this Agreement and the other Program Documents to one or more other banking institutions; *provided, however,* that (i) no such participation by any such participant shall in any way affect the obligations of the Bank hereunder and (ii) the City and the Paying Agent/Registrar shall be required to deal only with the Bank, with respect to any matters under this Agreement, the Notes and the other Program Documents and no such participant shall be entitled to enforce any provision hereunder against the City. The City agrees that each participant shall be entitled to the benefits of Sections 3.2, 3.3 and 3.4 hereof to the same extent as if it were a Noteholder hereunder; *provided, however,* that a participant shall not be entitled to receive any greater payment under Sections 3.3 and 3.4 than such Noteholder would have been entitled to receive with respect to the participation sold to such participant, unless the sale of the participation to such participant is made with the City’s prior written consent.

(e) *Certain Pledges.* In addition to the rights of the Bank set forth above, the Bank may at any time pledge or grant a security interest in all or any portion of its rights or interests under the Notes, this Agreement and/or the Program Documents to secure obligations of the Bank or an Affiliate of the Bank, including any pledge or assignment to secure obligations to a Federal Reserve Bank or to any state or local governmental entity or with respect to public deposits; *provided* that no such pledge or assignment shall release the Bank from any of its obligations hereunder or substitute any such pledgee or assignee for the Bank as a party hereto.

*Section 8.3. Amendments.* Any provision of this Agreement may be amended or modified if, but only if, such amendment or modification is in writing and is signed by the City and the



Bank.

*Section 8.4. Governing Law; Jurisdiction; Etc.* (a) THIS AGREEMENT AND THE OTHER PROGRAM DOCUMENTS AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER PROGRAM DOCUMENT (EXCEPT, AS TO ANY OTHER PROGRAM DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF TEXAS.

(b) *Submission to Jurisdiction.* EACH OF THE BANK AND THE CITY IRREVOCABLY AND UNCONDITIONALLY AGREE THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST A PARTY IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OTHER PROGRAM DOCUMENT OR THE TRANSACTIONS RELATING HERETO OR THERETO, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF TEXAS SITTING IN LUBBOCK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE NORTHERN DISTRICT OF TEXAS, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH TEXAS STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

(c) *Waiver of Venue.* EACH OF THIS PARTIES HEREAFTER IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER PROGRAM DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) *Service of Process.* EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 8.1. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

*Section 8.5. Waiver of Jury Trial.* EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER PROGRAM DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT

OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER PROGRAM DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

*Section 8.6. Counterparts.* This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or “printouts,” if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, “electronic signature” means a manually-signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an e-mail message; and, “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

*Section 8.7. Severability.* If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

*Section 8.8. Survival of this Agreement.* All covenants, agreements, representations and warranties made in this Agreement shall survive the extension by the Bank of the Commitment and shall continue in full force and effect so long as the Commitment shall be unexpired or any sums drawn or due thereunder or any other obligations shall be outstanding and unpaid, regardless of any investigation made by any Person and so long as any amount payable hereunder remains unpaid. The agreement of the City to indemnify the Bank and each Indemnitee under Section 3.2 hereof shall continue in full force and effect notwithstanding a termination of the Commitment or the fulfillment of all Obligations. The obligations of the City under Sections 3.3 and 2.6(d) hereof shall also continue in full force and effect notwithstanding a termination of the Commitment or the fulfillment of all Obligations. Whenever in this Agreement the Bank is referred to, such reference shall be deemed to include the successors and assigns of the Bank and all covenants, promises and agreements by or on behalf of the City which are contained in this Agreement shall inure to the benefit of the successors and assigns of the Bank.

*Section 8.9. Effectiveness.* This Agreement shall become effective upon the execution by the Bank and the acceptance hereof by the City.

*Section 8.10. No Personal Liability.* None of the City's governing body members, officers, employees, or agents (including, without limitation, any person executing this Agreement) shall be liable personally for any Obligation or be subject to any personal liability or accountability by reason of the City's issuance of any Note or for the City entering into this Agreement.

*Section 8.11. USA Patriot Act.* The Bank is subject to the Patriot Act and hereby notifies the City that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies the City, which information includes the name and address of the City and other information that will allow the Bank to identify the City in accordance with the Patriot Act. The City shall, promptly following a request by the Bank, provide all documentation and other information that the Bank requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

*Section 8.12. Notice of Final Agreement.* THIS IS THE FINAL EXPRESSION OF THE AGREEMENT BETWEEN THE BANK AND THE CITY AND SUCH WRITTEN AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR ORAL AGREEMENT OR OF A CONTEMPORANEOUS ORAL AGREEMENT BETWEEN THE BANK AND THE CITY.

*Section 8.13. No Advisory or Fiduciary Relationship.* In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Program Document), the City acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (a) (i) the services regarding this Agreement provided by the Bank and any Affiliate thereof are arm's-length commercial transactions between the City, on the one hand, and the Bank and its Affiliates, on the other hand, (ii) the City has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the City is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Program Documents; (b) (i) the Bank and its Affiliates each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the City, or any other Person and (ii) neither the Bank nor any of its Affiliates has any obligation to the City with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Program Documents; and (c) the Bank and its Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the City, and neither the Bank nor any of its Affiliates has any obligation to disclose any of such interests to the City. To the fullest extent permitted by law, the City, hereby waives and releases any claims that it may have against the Bank or any of its Affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated hereby.

*Section 8.14. Israel Boycott.* Pursuant to Section 2270.002, Texas Government Code, the Bank hereby represents that neither it nor or any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Bank, subject to or as otherwise required or

permitted by applicable Federal law, including, without limitation, 50 U.S.C. Section 4607, Boycotts Israel (as defined in Section 2270.002, Texas Government Code) and, subject to or as otherwise required or permitted by applicable Federal law, including, without limitation, 50 U.S.C. Section 4607, the Bank agrees that neither it nor or any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Bank will Boycott Israel during the term of this Agreement.

*Section 8.15. Texas Government Code Section 2252.152.* The Bank hereby acknowledges to its best knowledge that (a) the Bank does not engage in business with Iran, Sudan or any foreign terrorist organization except to the extent required or otherwise permitted by applicable Federal law and (b) the Bank is not listed by the Texas Comptroller as described in Section 2252.152 of the Texas Government Code. The term “foreign terrorist organization” as used in this Section has the meaning assigned to such term in Section 2251.152 of the Texas Government Code.

*Section 8.16. Electronic Execution of Certain Documents.* This Agreement and any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Agreement (each a “Communication”), including Communications required to be in writing, may, if agreed by the Bank, be in the form of an Electronic Record and may be executed using Electronic Signatures, including, without limitation, facsimile and/or .pdf. The City agrees that any Electronic Signature (including, without limitation, facsimile or .pdf) on or associated with any Communication shall be valid and binding on the City to the same extent as a manual, original signature, and that any Communication entered into by Electronic Signature, will constitute the legal, valid and binding obligation of the City enforceable against the City in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered to the Bank. Any Communication may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Communication. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Bank of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. The Bank may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record (“Electronic Copy”), which shall be deemed created in the ordinary course of the Bank’s business, and destroy the original paper document. All Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, the Bank is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Bank pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent the Bank has agreed to accept such Electronic Signature, the Bank shall be entitled to rely on any such Electronic Signature without further verification and (b) upon the request of the Bank any Electronic Signature shall be promptly followed by a manually executed, original counterpart. For purposes hereof, “Electronic Record” and “Electronic Signature” shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

*Section 8.17. US QFC Stay Rules.*

(a) *Recognition of U.S. Resolution Regimes.* In the event that any party that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of this Agreement (and any interest and obligation in or under this Agreement and any property securing this Agreement) from such Covered Entity will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement (and any such interest, obligation and property) were governed by the laws of the United States or a state of the United States. In the event that any party that is a Covered Entity or a BHC Act Affiliate of such party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights against such party with respect to this Agreement are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States. The requirements of this paragraph (a) apply notwithstanding the provisions of paragraph (b).

(b) *Limitation on the Exercise of Certain Rights Related to Affiliate Insolvency Proceedings.* Notwithstanding anything to the contrary in this Agreement or any related agreement, but subject to the requirements of paragraph (a), no party to this Agreement shall be permitted to exercise any Default Right against a party that is a Covered Entity with respect to this Agreement that is related, directly or indirectly, to a BHC Act Affiliate of such Covered Entity becoming subject to Insolvency Proceedings, except to the extent the exercise of such Default Right would be permitted under 12 C.F.R. § 252.84, 12 C.F.R. § 47.5, or 12 C.F.R. § 382.4, as applicable. After a BHC Act Affiliate of a party that is a Covered Entity has become subject to Insolvency Proceedings, any party that seeks to exercise a Default Right against such Covered Entity with respect to this Agreement shall have the burden of proof, by clear and convincing evidence, that the exercise of such Default Right is permitted hereunder.

“BHC Act Affiliate” of a party means an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

“Covered Entity” means any of the following:

(a) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(b) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(c) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“Insolvency Proceeding” means a receivership, insolvency, liquidation, resolution, or similar proceeding.

“U.S. Special Resolution Regime” means each of (i) the Federal Deposit Insurance Act and the

regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

[Signature Pages Follow]

Respectfully submitted,

BANK OF AMERICA, N.A.

By \_\_\_\_\_  
Brent Riley  
Senior Vice President



CITY OF LUBBOCK, TEXAS

By \_\_\_\_\_

Name:

Title:

Exhibit A

[Form of Request for Purchase]

Request for Purchase

Bank of America, N.A., as Bank  
211 N. Robinson, 2nd Floor  
OK1-100-02-30  
Oklahoma City, Oklahoma 73102  
Telephone: (405) 230-1717  
Attention: Brent Riley  
Email: brent.riley@baml.com

The Bank of New York Mellon Trust Company,  
N.A.  
as Paying Agent/Registrar  
601 Travis Street, Floor 16  
Houston, Texas 77002  
Telephone: (713) 483-6764  
Attention: Patty Barbarino  
Email: patty.barbarino@bnymellon.com

Ladies and Gentlemen:

The undersigned, an Authorized Representative, refers to the Note Purchase Agreement dated June 5, 2019 (together with any amendments or supplements thereto, the “*Agreement*”), between the City of Lubbock, Texas (the “*City*”) and Bank of America, N.A. (the “*Bank*”) (the terms defined therein being used herein as therein defined) and hereby requests, pursuant to Section 2.3 of the Agreement, that the Bank make a Purchase of Notes under the Agreement, and in that connection sets forth below the following information relating to such Purchase (the “*Proposed Purchase*”):

1. The Business Day of the Proposed Purchase is \_\_\_\_\_, 20\_\_ (the “*Purchase Date*”), which is at ~~least three Business Days~~ ~~one Business Day~~ after the date hereof.
2. The principal amount of the Proposed Purchase of a Note is \$ \_\_\_\_\_, which is not greater than the Available Commitment as of the Purchase Date set forth in 1 above.
3. The City requests that the following existing notes be combined into one Note with principal amount of the Proposed Purchase Note in # 2 above. **[Note R - ] [Note R - ]**
4. The aggregate amount of the Proposed Purchase shall be used solely for the purposes permitted in the Ordinance and the Agreement.
5. The Note Maturity Date shall be \_\_\_\_ (such date shall not be later than the earlier of (i) the Commitment Expiration Date and (ii) three hundred sixty-four (364) days from the Purchase Date).
6. The interest rate with respect to the Proposed Purchase of a Note shall be

~~[the Fixed Rate] [if Fixed Rate: the Taxable Fixed Rate or the Tax-Exempt Fixed Rate] [the Floating Rate] [if Floating Rate: the Tax-Exempt Floating Rate-LIBOR or the Taxable Floating Rate-LIBOR].~~

~~———— (A) ——— The interest period selected for a Fixed Rate Note is ~~[one],~~, ~~[three],~~ ~~[six] or [twelve]~~ month LIBOR. If any draw is not on the first business day of the month the note will bear interest at one month up to the first of the month and automatically cover to the interest period selected.~~

~~———— (B) ——— At the end of the Interest Period elected by the City in (A) the City desires that the related Fixed Rate Note ~~[automatically convert to a Floating Rate Note (Tax-Exempt Floating Rate-LIBOR or or [the Taxable Floating Rate-LIBOR), until otherwise directed by the City]~~ or ~~[continue as a Fixed Rate Note in the same Interest Period until otherwise directed by the City]~~ or (B) the City desires that the related Note automatically continue as a Floating Rate Note bearing interest at ~~[Floating Rate-LIBOR] until otherwise directed by the City~~].~~

7. After giving effect to the Proposed Purchase, the aggregate principal amount of all Notes outstanding under the Agreement will not exceed the Available Commitment.

8. The Paying Agent/Registrar is directed to issue and hold the authenticated Note for the benefit of the Bank, consistent with the instructions herein pursuant to the Ordinance, the Agreement and the Paying Agent/Registrar Agreement. An electronic copy of the authenticated Note will be attached to this Request for Purchase.

9. The City makes the representations set forth in the Ordinance as if set forth in this request. Further, the City certifies that it has identified the specific projects to be financed or refinanced with the Notes contemplated by this request in other documentation of the City and the City has been generally advised by Bond Counsel that projects similar to such projects constitute Project Costs.

The submission of this Request for Purchase constitutes a representation and warranty that the conditions specified in Section 5.2 of the Agreement have been satisfied on and as of the date hereof.

The Proposed Purchase shall be made by the Bank by wire transfer of immediately available funds to the undersigned in accordance with the instructions set forth in the Direction Letter.

Very truly yours,

CITY OF LUBBOCK, TEXAS

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT B

~~[FORM OF NOTICE OF CONTINUATION/CONVERSION]~~

~~NOTICE OF CONTINUATION/CONVERSION~~

~~Bank of America, N.A., as Bank  
211 N. Robinson, 2nd Floor  
OK1-100-02-30  
Oklahoma City, Oklahoma 73102  
Telephone: (405) 230-1717  
Attention: Brent Riley  
Email: brent.riley@baml.com~~

~~The Bank of New York Mellon Trust Company,  
N.A.  
—as Paying Agent/Registrar  
601 Travis Street, Floor 16  
Houston, Texas 77002  
Attention: Patty Barbarino  
Email: patty.barbarino@bnymellon.com~~

Ladies and Gentlemen:

~~The undersigned, an **Authorized Representative**, refers to the Note Purchase Agreement dated June 5, 2019 (together with any amendments or supplements thereto, the “*Agreement*”), between the City of Lubbock, Texas (the “*City*”) and Bank of America, N.A. (the “*Bank*”) (the terms defined therein being used herein as therein defined) and hereby gives the Bank notice irrevocably, pursuant to Section 2.3~~[(d)]~~~~[(e)]~~ of the Agreement, of the ~~[conversion]~~ ~~[continuation]~~ of the interest rate on the Note(s) specified herein, that:~~

~~\_\_\_\_\_ 1. The Business Day of the proposed [conversion] [continuation] is \_\_\_\_\_, 20\_\_ (the “*Conversion/Continuation Date*”), which is at least **[three Business Days following the date hereof]** ~~[one Business Day following the date hereof]~~.~~

~~\_\_\_\_\_ 2. The aggregate amount of the Note(s) to be [converted] [continued] is \$\_\_\_\_\_.~~

~~\_\_\_\_\_ 3. The Note(s) to be [converted] [continued] is/are **[Fixed Rate Note]** ~~[Floating Rate Note]~~.~~

~~\_\_\_\_\_ 4. The Note(s) is/are to be **[converted into]** ~~[continued as]~~ **[Fixed Rate Note]** ~~[Floating Rate Note]~~.~~

~~\_\_\_\_\_ 5. **[If applicable:]**~~

~~\_\_\_\_\_ (i) The duration of the Interest Period for the Note(s) to be **[converted into]** ~~[continued as]~~ **[Fixed Rate Note(s)]** shall be ~~[one]~~ ~~[three]~~ ~~[six]~~ months.~~

~~\_\_\_\_\_ (ii) The last day of the proposed Interest Period for the Note(s) to be **[converted into]** ~~[continued as]~~ **[Fixed Rate Note(s)]** will be \_\_\_\_\_, 20\_\_~~

which is not later than the Commitment Expiration Date.

The undersigned hereby certifies that the following statements are true on the date hereof, and will be true on the proposed conversion/continuation date, before and after giving effect thereto and to the application of the proceeds therefrom:

\_\_\_\_\_ (a) \_\_\_\_\_ the representations and warranties of the City set forth in Article IV of the Agreement and in each Program Document are true and correct in all material respects on the date hereof, as if made on the date hereof; and

\_\_\_\_\_ (b) \_\_\_\_\_ no Default or Event of Default shall have occurred and be continuing as of such date.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Notice of Continuation/Conversion as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CITY OF LUBBOCK, TEXAS

By \_\_\_\_\_  
Name: \_\_\_\_\_

Title: RESERVED

**EXHIBIT C**

**[FORM OF REQUEST FOR EXTENSION]**

**REQUEST FOR EXTENSION**

Bank of America, N.A., as Bank  
211 N. Robinson, 2nd Floor  
OK1-100-02-30  
Oklahoma City, Oklahoma 73102  
Telephone: (405) 230-1717  
Attention: Brent Riley  
Email: brent.riley@baml.com

The Bank of New York Mellon Trust Company,  
N.A.  
as Paying Agent/Registrar  
601 Travis Street, Floor 16  
Houston, Texas 77002  
Telephone: (713) 483-6764  
Attention: Patty Barbarino  
Email: patty.barbarino@bnymellon.com

Ladies and Gentlemen:

Reference is made to the Note Purchase Agreement dated June 5, 2019 (together with any amendments or supplements thereto, the "*Agreement*") between the undersigned, the City of Lubbock, Texas (the "*City*") and Bank of America, N.A. (the "*Bank*"). All terms defined in the Agreement are used herein as defined therein.

The City hereby requests, pursuant to Section 2.10 of the Agreement, that the Commitment Expiration Date with respect to the Available Commitment as of the date hereof be extended by \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_. Pursuant to such Section 2.10, we have enclosed with this request the following information:

1. a reasonably detailed description of any and all Defaults that have occurred and are continuing;
2. confirmation that all representations and warranties of the City as set forth in Article IV of the Agreement and each Program Document are true and correct as though made on the date hereof and that no Default or Event of Default has occurred and is continuing on the date hereof; and
3. any other pertinent information previously requested by the Bank.

The Bank is asked to notify the City of its decision with respect to this request within 30 days of the date of receipt hereof. If the Bank fails to notify the City of the Bank's decision within such 30-day period, the Bank shall be deemed to have rejected such request.



Very truly yours,

CITY OF LUBBOCK, TEXAS

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT D**

**[FORM OF NOTICE OF TERMINATION]**

**NOTICE OF TERMINATION**

Lubbock Power & Light  
~~1301 Broadway Street~~  
1314 Avenue K  
Lubbock, Texas 79401  
Attention: Assistant Director of Electric Utilities/CFO

The Bank of New York Mellon Trust Company, N.A.  
as Paying Agent/Registrar  
601 Travis Street, Floor 16  
Houston, Texas 77002  
Telephone: (713) 483-6764  
Attention: Patty Barbarino  
Email: patty.barbarino@bnymellon.com

Ladies and Gentlemen:

We refer to the Note Purchase Agreement dated June 5, 2019 (together with any amendments or supplements thereto, the "*Agreement*"), between the City of Lubbock, Texas (the "*City*") and the undersigned, Bank of America, N.A. Any term below that is defined in the Agreement shall have the same meaning when used herein.

We hereby notify you that an Event of Default has occurred under Section 7.1\_\_ of the Agreement. As a result, unless and until you have been advised otherwise by us:

1. The Available Commitment [**has been automatically**]/[**is hereby**] reduced to \$0.00 and the Bank has no further obligation to purchase Notes under the Agreement; and
2. The Commitment [**has been automatically**]/[**is**] terminated and will no longer be reinstated.

IN WITNESS WHEREOF, we have executed and delivered this Notice as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Very truly yours,

BANK OF AMERICA, N.A.

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT E**

**[FORM OF NOTICE OF TERMINATION OR REDUCTION]**

**NOTICE OF TERMINATION OR REDUCTION**

**[Date]**

Bank of America, N.A., as Bank  
211 N. Robinson, 2nd Floor  
OK1-100-02-30  
Oklahoma City, Oklahoma 73102  
Telephone: (405) 230-1717  
Attention: Brent Riley  
Email: brent.riley@baml.com

The Bank of New York Mellon Trust Company,  
N.A.  
as Paying Agent/Registrar  
601 Travis Street, Floor 16  
Houston, Texas 77002  
Telephone: (713) 483-6764  
Attention: Patty Barbarino  
Email: patty.barbarino@bnymellon.com

Ladies and Gentlemen:

Re: Note Purchase Agreement dated June 5, 2019

The City of Lubbock, Texas<sup>[SEP]</sup> (the “City”), through its undersigned, an Authorized Representative, hereby certifies to Bank of America, N.A. (the “Bank”), with reference to the Note Purchase Agreement dated June 5, 2019<sup>[SEP]</sup> (together with any amendments or supplements thereto, the “Agreement”), between the City and the Bank (the terms defined therein and not otherwise defined herein being used herein as therein defined):

**[(1) The City hereby informs you that the Commitment is terminated in accordance with the Agreement.]**

OR

**[(1) The City hereby informs you that the Available Commitment is reduced from [insert amount as of the date of Certificate] to [insert new amount], such reduction to be effective on \_\_\_\_\_.]**

IN WITNESS WHEREOF, the City has executed and delivered this Notice this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CITY OF LUBBOCK, TEXAS

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT F**

**[FORM OF NOTICE OF REDUCTION]**

**NOTICE OF REDUCTION**

**[Date]**

Lubbock Power & Light  
~~1301 Broadway Street~~  
[1314 Avenue K](#)  
Lubbock, Texas 79401  
Attention: Assistant Director of Electric Utilities/CFO

The Bank of New York Mellon Trust Company, N.A.  
as Paying Agent/Registrar  
601 Travis Street, Floor 16  
Houston, Texas 77002  
Telephone: (713) 483-6764  
Attention: Patty Barbarino  
Email: [patty.barbarino@bnymellon.com](mailto:patty.barbarino@bnymellon.com)

Ladies and Gentlemen:

We hereby notify you that pursuant to Section 2.7(a) of the Note Purchase Agreement dated June 5, 2019, between the City of Lubbock, Texas (the “*City*”) and Bank of America, N.A. (the “*Bank*”), the Available Commitment is reduced from **[insert amount as of the date of Certificate]** to **[insert new amount]**, such reduction to be effective on \_\_\_\_\_.

Very truly yours,

BANK OF AMERICA, N.A.

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT G**

**[FORM OF NOTICE OF EXTENSION]**

**NOTICE OF EXTENSION**

**[Date]**

Lubbock Power & Light  
~~1301 Broadway Street~~  
[1314 Avenue K](#)  
Lubbock, Texas 79401  
Attention: Assistant Director of Electric Utilities/CFO

The Bank of New York Mellon Trust Company, N.A.  
as Paying Agent/Registrar  
601 Travis Street, Floor 16  
Houston, Texas 77002  
Telephone: (713) 483-6764  
Attention: Patty Barbarino  
Email: [patty.barbarino@bnymellon.com](mailto:patty.barbarino@bnymellon.com)

Ladies and Gentlemen:

We hereby notify you that pursuant to Section 2.10(b) of the Note Purchase Agreement dated June 5, 2019, between the City of Lubbock, Texas (the “*City*”) and the undersigned, Bank of America, N.A. (the “*Bank*”), the Commitment Expiration Date with respect to the Commitment as of the date hereof shall be extended \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_. Your acknowledgment hereof shall be deemed to be your representation and warranty that all your representations and warranties contained in Article IV of the Agreement and each other Program Document are true and correct and will be true and correct as of the date hereof and that no Default or Event of Default has occurred and is continuing.



Very truly yours,

BANK OF AMERICA, N.A.

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged as of \_\_\_\_\_, \_\_\_\_\_ by

CITY OF LUBBOCK, TEXAS

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT H**

**FORM OF INVESTOR LETTER**

\_\_\_\_\_

City of Lubbock, Texas

Re:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ladies and Gentlemen:

This letter is to provide you with certain representations and agreements with respect to our purchase of the above-referenced notes (the “Notes”). The Notes were issued by the City of Lubbock, Texas (the “City”) pursuant to City ordinance \_\_\_\_\_ adopted by the City Council on April 9, 2019 (the “Ordinance”). Bank of America, N.A. (the “Bank,” the “undersigned,” “us” or “we,” as applicable) is purchasing the Notes pursuant a Note Purchase Agreement dated June 5, 2019, between the City and the Bank. We hereby represent and warrant to you and agree with you as follows:

1. We understand that the Notes have not been registered pursuant to the Securities Act of 1933, as amended (the “1933 Act”), the securities laws of any state nor has the Ordinance been qualified pursuant to the Trust Indenture Act of 1939, as amended, in reliance upon certain exemptions set forth therein. We acknowledge that the Notes (i) are not being registered or otherwise qualified for sale under the “blue sky” laws and regulations of any state and (ii) will not be listed on any securities exchange.
2. We have not offered, offered to sell, offered for sale or sold any of the Notes by means of any form of general solicitation or general advertising, and we are not an underwriter of the Notes within the meaning of Section 2(11) of the 1933 Act.
3. We have sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the Notes.
4. The Bank is either a “qualified institutional buyer” as defined in Rule 144A promulgated under the 1933 Act, or an “accredited investor” as defined in Rule 501 of Regulation D under the 1933 Act and is able to bear the economic risks of such investment.
5. The Bank understands that no official statement, prospectus, offering circular, or

other comprehensive offering statement is being provided with respect to the Notes. The Bank has made its own inquiry and analysis with respect to the City, the Notes and the security therefor, and other material factors affecting the security for and payment of the Notes.

6. The Bank acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, regarding the City, to which a reasonable investor would attach significance in making investment decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City, the Notes and the security therefor, so that as a reasonable investor, it has been able to make its decision to purchase the Notes.

7. The Notes are being acquired by the Bank for investment for its own account and not with a present view toward resale or distribution; *provided, however*, that the Bank reserves the right to sell, transfer or redistribute the Notes, but agrees that any such sale, transfer or distribution by the Bank shall be to a Person:

- (a) that is an affiliate of the Bank;
- (b) that is a trust or other custodial arrangement established by the Bank or one of its affiliates, the owners of any beneficial interest in which are limited to qualified institutional buyers or accredited investors;
- (c) that is a secured party, custodian or other entity in connection with a pledge by the Bank to secure public deposits or other obligations of the Bank or one of its affiliates to state or local governmental entities; or
- (d) that the Bank reasonably believes to be a qualified institutional buyer or accredited investor and who executes an investor letter substantially in the form of this letter which is delivered to the City (as an addressee).

Very truly yours,

BANK OF AMERICA, N.A.

By \_\_\_\_\_  
Brent Riley  
Senior Vice President

**EXHIBIT I**

**FORM OF COMPLIANCE CERTIFICATE**

Financial Statement Date: \_\_\_\_\_, \_\_\_\_\_

To: Bank of America, N.A.,

Ladies and Gentlemen:

Reference is made to that certain Note Purchase Agreement dated as of June 5, 2019 (the “Agreement”), between the City of Lubbock, Texas (the “City”) and Bank of America, N.A. (the “~~Purchaser~~Bank”). Unless otherwise defined herein, the terms used in this Certificate shall have the meanings assigned thereto in the Agreement.

The undersigned Authorized Representative hereby certifies as of the date hereof that he/she is the \_\_\_\_\_ of the City, and that, as such, he/she is authorized to execute and deliver this Certificate to the Bank on the behalf of the City, and that:

*[Use following paragraph 1 for fiscal year-end financial statements]*

1. Attached hereto as Schedule 1 are the year-end audited financial statements required by Section 6.1(a)(i) of the Agreement for the fiscal year of the City ended as of the above date, together with the report and opinion of an independent certified public accountant required by such section.

*[Use following paragraph 1 for fiscal quarter-end financial statements]*

1. Attached hereto as Schedule 1 are the quarter-end unaudited financial statements required by Section 6.1(a)(ii) of the Agreement for the fiscal quarter of the City ended as of the above date, which includes the balance sheet as of the end of the quarter and a statement of income and expenses.

2. The undersigned has reviewed and is familiar with the terms of the Agreement and has made, or has caused to be made under his/her supervision, a review of the transactions and condition (financial or otherwise) of the City during the accounting period covered by the attached financial statements.

3. A review of the activities of the City during such fiscal period has been made under the supervision of the undersigned with a view to determining whether during such fiscal period the City performed and observed all its Obligations under the Program Documents, and

[select one:]

[to the best knowledge of the undersigned during such fiscal period, the City performed and observed each covenant and condition of the Program Documents applicable to it, and no Default or Event of Default has occurred and is continuing.]

--or--

[the following covenants or conditions have not been performed or observed and the following is a list of each such Default or Event of Default and its nature and status:]

4. The representations and warranties of the City contained in Article IV of the Agreement are true and correct on and as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date, and except that for purposes of this Certificate, the representations and warranties contained in Section 4.1(f) of the Agreement shall be deemed to refer to the most recent statements furnished pursuant to Section 6.1 of the Agreement, including the statements in connection with which this Certificate is delivered.

Delivery of an executed counterpart of a signature page of this Certificate by fax transmission or other electronic mail transmission (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Certificate.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of \_\_\_\_\_,  
\_\_\_\_\_.

CITY OF LUBBOCK, TEXAS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_