City of Lubbock, Texas
Regular City Council Meeting
Tuesday, September 14, 2021

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

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

http://www.mylubbock.us

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

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

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

1:00 p.m. - City Council convenes in City Council Chambers in Work Session regarding items for presentation and discussion on such issues that may require in-depth consideration by the City Council. No action will be taken by the City Council in Work Session.

1. **Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in person before the meeting of the City Council, regarding Item 2.1 on the Work Session Agenda, shall complete the sign-up form provided at the meeting, no later than 1:00 p.m. 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.**

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

2. 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.

2. 2. Texas Property Assessed Clean Energy (Tx-PACE) Program Overview

2. 3. Lubbock Book Festival

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

3. **Executive Session**

3. 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.

3. 1. 1. Texas Department of Transportation (TxDOT) Turnover Program

3. 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.

3. 2. 1. Texas Department of Transportation (TxDOT) Turnover Program

3. 3. 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:

3. 3. 1. City Attorney

3. 3. 2. City Manager

3. 3. 3. City Secretary

3. 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, Electric Utility Board, Health/Educational Facilities Development Corporation Board of Directors, Lubbock Central Appraisal District Board of Directors, LECD Board of Directors, Lubbock Reese Redevelopment Authority Board of Directors, Planning and Zoning Commission, Urban Design/Historic Preservation Commission, and the Water Board of Appeals.

3. 5. Hold an executive session in accordance with Texas Government Code, Section 551.076 to discuss or deliberate the deployment, or specific occasions for implementation, of security personnel or devices; or a security audit.

Adjourn from Executive Session

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

4. **Ceremonial Items**

4. 1. Invocation

4. 2. Pledges of Allegiance

4. 3. Proclamations and Presentations

4. 3. 1. Presentation of a Special Recognition to Fiesta del Llano, Inc. in recognition of El Diez y Seis de Septiembre – known as Mexican Independence Day, and National Hispanic Heritage Month.

4. 3. 2. Staff Recognitions: Communications & Marketing Team

4. 4. **Board Recognitions:**

Quincy Park Public Improvement District Advisory Board
Shelley Lee

Upland Crossing Public Improvement District Advisory Board
Chris Berry
Trey Benton
Zach Tollett
Mike Snyder
Austin Lear

Valencia Public Improvement District Advisory Board
Jonathan Jackson

Call to Order

5. **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 September 14, 2021. 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.**

6. **Minutes**

6. 1. July 20, 2021 Special City Council Meeting - Electric Utility Board
July 28, 2021 Special City Council Meeting - Lubbock Economic Development Alliance
August 9, 2021 Special City Council Meeting - LPD East Patrol Division Ribbon Cutting
August 10, 2021 Regular City Council Meeting

7. **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.**

7. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2021-O0105, Amendment 42, amending the FY 2020-21 Budget for municipal purposes respecting the General Fund Capital to amend Capital Improvement Project 8633 Comprehensive Plan Implementation; respecting the General Fund Operating to appropriate additional revenue for payment in lieu of Taxes (PILOT), from the LP&L Fund and for franchise fees from the LP&L Fund, and to appropriate additional transfer to General Fund Capital and transfer to Gateway Fund; and respecting the Gateway Fund to appropriate additional transfer revenue from the General Fund; providing for filing; and providing for a savings clause.

7. 1. 1. **Resolution - Planning:** Consider a resolution authorizing the Mayor to execute Amendment No. 2 to Contract 14462, with Kendig Keast Collaborative, Inc., for development of a Unified Development Code.

7. 2. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 43, amending the FY 2020-21 Budget for municipal purposes respecting the Lake Alan Henry Fund, Health Benefits Fund, the Storm Water Operating and Capital Funds to establish Capital Improvement Project 8667 Flood Protection Study, and the Grant Fund; to accept and appropriate funding from the U.S. Department of Transportation Federal Aviation Administration for the Airport Rescue Grant; providing for filing; and providing for a savings clause.

7. 3. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 44, amending the FY 2020-21 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of State Health Service

7. 4. **Ordinance 2nd Reading - Finance:** Consider Ordinance No. 2021-O0107, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Overton Public Improvement District (PID); approving, adopting, and filing with the City Secretary the assessment roll; levying 2021 assessments for the cost of certain services and improvements to be provided in the district during FY 2021-22; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

7. 5. **Ordinance 2nd Reading - Finance:** Consider Ordinance No. 2021-O0108, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Point Public Improvement District (PID); approving, adopting, and filing with the City Secretary the assessment roll; levying 2021 assessments for the cost of certain services and improvements to be provided in the district during FY 2021-22; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

7. 6. **Ordinance 2nd Reading - Finance:** Consider Ordinance No. 2021-O0109, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Quincy Park Public Improvement District (PID); approving, adopting, and filing with the City Secretary the assessment roll; levying 2021 assessments for the cost of certain services and improvements to be provided in the district during FY 2021-22; fixing charges and liens against the property in the district and against the owners

thereof; and providing for the collection of the assessment.

7. 7. **Ordinance 2nd Reading - Finance:** Consider Ordinance No. 2021-O0110, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Valencia Public Improvement District (PID); approving, adopting, and filing with the City Secretary the assessment roll; levying 2021 assessments for the cost of certain services and improvements to be provided in the district during FY 2021-22; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

7. 8. **Ordinance 2nd Reading - Finance:** Consider Ordinance No. 2021-O0111, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Bell Farms Public Improvement District (PID); approving, adopting, and filing with the City Secretary the assessment roll; levying 2021 assessments for the cost of certain services and improvements to be provided in the district during FY 2021-22; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

7. 9. **Ordinance 2nd Reading - Finance:** Consider Ordinance No. 2021-O0112, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Upland Crossing Public Improvement District (PID); approving, adopting, and filing with the City Secretary the assessment roll; levying 2021 assessments for the cost of certain services and improvements to be provided in the district during FY 2021-22; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

7. 10. **Ordinance 2nd Reading - Finance:** Consider Ordinance No. 2021-O0106, the Fourteenth Supplemental Ordinance, updating the Vintage Township Public Improvement District Service and Assessment Plan and Assessment Roll.

7. 11. **Resolution - Finance:** Consider a resolution authorizing the approval of the Lubbock Emergency Communication District Budget for Fiscal Year 2021-22.

7. 12. **Resolution - Risk Management:** Consider a resolution authorizing and directing the City Manager, for and on behalf of the City of Lubbock, to purchase property insurance coverage with insurers as yet to be determined, for which the premium shall not exceed a rate of $0.2596 per $100 of valuation.

7. 13. **Resolution - Risk Management:** Consider a resolution authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, property terrorism insurance coverage from Lloyd's of London, for which the premium amount shall not exceed a rate of $0.0027 per $100 valuation.

7. 14. **Resolution - Risk Management:** Consider a resolution authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, boiler and machinery insurance coverage from Liberty Mutual Fire Insurance Company, for which the premium amount shall not exceed a rate of $0.0039 per $100 equipment valuation.

7. 15. **Resolutions - Risk Management:** Consider four resolutions authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, inland marine insurance coverage from Travelers Lloyd's Insurance Company, for which the premium amount shall not exceed $17,584; pipeline liability insurance coverage from Federal Insurance Company, for which the premium amount shall not exceed $5,150; crime insurance coverage from Travelers Casualty & Surety Company of America, for which the premium amount shall not exceed $7,577; and drones hull and liability coverage from Global Aerospace, Inc., for which the premium shall not exceed $4,552.

7. 16. **Resolution - Risk Management:** Consider a resolution authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, airport and non-owned aircraft liability insurance coverage from Ace Property and Casualty Insurance Company, for which the premium amount shall not exceed $30,810.

7. 17. **Resolution - Risk Management:** Consider a resolution authorizing and directing the City Manager to purchase for and on behalf of the City of Lubbock, workers' compensation coverage from Texas Municipal League Intergovernmental Risk Pool, for which the total amount shall not exceed $1,619,534.66.

7. 18. **Resolution - Risk Management:** Consider a resolution authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, property insurance from Zurich American Insurance Company for the John T. Montford Dam, for a total premium in an amount not to exceed $163,072.

7. 19. **Resolution - Risk Management:** Consider a resolution authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, package liability insurance coverage from Gemini Insurance Company, for which the premium amount shall not exceed $670,649.13.

7. 20. **Resolution - Risk Management:** Consider a resolution authorizing and directing the City Manager to purchase for and on behalf of the City of Lubbock, excess liability insurance coverage from Old Republic Union Insurance Company, for which the premium amount shall not exceed $867,995.19.

7. 21. **Resolution - Risk Management:** Consider a resolution authorizing and directing the City Manager to purchase for and on behalf of Lubbock Power and Light, the City's municipal electric utility, property insurance coverage to include boiler and machinery with the insurers as yet to be determined, for which the premium shall not exceed a rate of $0.5557 per $100.

7. 22. **Resolution - Risk Management:** Consider a resolution authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, coverage from a carrier as yet to be determined, for which the premium amount shall not exceed $114,393.

7. 23. **Ordinance 2nd Reading - Right-of-Way:** Consider Ordinance No. 2021-O0128, abandoning and closing portions of 7th, 8th, 9th, and 10th Streets and portions of alleys located in Blocks 63, 79, and 95, Original Town of Lubbock, Lubbock County, Texas.

7. 24. **Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing an Underground Water Line Easement on Lot 45-C, Northridge Addition, located at 3106 Canyon Road, Lubbock County, Texas.

7. 25. **Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing a portion of a Drainage Easement, located in Section 1, Block AK, Viridian Addition, Lubbock County, Texas.

7. 26. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Street Use License, with Miguels Holdings LLC, to locate a business sign within the street right-of-way at 2002 Broadway.

7. 27. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept, on behalf of the City of Lubbock, a Street and Public Use Dedication Deed, out of Section 31, Block AK, Lubbock County, Texas, to be utilized for the Upland Avenue Roadway Expansion Project.

7. 28. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement Contract 14868, with Provenance Engineering, LLC, for professional engineering services associated with the construction of the Lift Station 31 Force Main Rehabilitation Project.

7. 29. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement Contract 15089, with Kimley-Horn and Associates, Inc., for professional engineering services for the design of the 114th Street Reconstruction Project from Slide Road to Quaker Avenue.

7. 30. **Resolution - Gateway Streets:** Consider a resolution amending the Gateway Street Projects Fund to expand the qualifying roadway projects for Arterial Roadways in order to enlarge existing roadways to increase capacity, to rebuild existing roadways to improve safety, or to construct new roadways on unimproved Arterial sections.

7. 31. **Resolution - Water Utilities:** Consider a resolution authorizing the Mayor to execute a pipeline easement agreement, by and between the City of Lubbock and the Lake Alan Henry Water District, in connection with certain property in Garza County, Texas.

7. 32. **Resolution - Water Operations:** Consider a resolution authorizing the Mayor to execute Contract 15905, with Brenntag Southwest, Inc., for the purchase of hydrochloric acid for the North and South Water Treatment Plants.

7. 33. **Resolution - Solid Waste:** Consider a resolution authorizing the Mayor to execute an Interlocal Cooperation Contract, with Texas Tech University (TTU), to provide a recycling drop-off location on the TTU Campus.

7. 34. **Resolution - Public Health Services:** Consider a resolution ratifying the acts of the Mayor in executing Amendment No. 1 to Contract HHS000779500001 and all related documents, by and between the City of Lubbock and the Texas Health and Human Services Commission, under the Substance Use Disorder Treatment Program, to provide funding to support the administration and oversight of substance use disorder treatment services in the community.

7. 35. **Resolution - Public Health Services:** Consider a resolution ratifying the acts of the Mayor in executing Amendment No. 1 to Contract HHS000779500002 and all related documents, by and between the City of Lubbock and the Texas Health and Human Services Commission, under the Substance Use Disorder Treatment Program, to provide funding to support the treatment of substance use disorders in adults in the community.

7. 36. **Resolution - Public Health Services:** Consider a resolution ratifying the acts of the Mayor in executing Amendment No. 1 to Contract HHS000790500005 and all related documents, by and between the City of Lubbock and the Texas Health and Human Services Commission, under the Substance Use Disorder Treatment Program, to provide funding to support treatment services for co-occurring psychiatric and substance use disorders.

7. 37. **Resolution - Public Health Services:** Consider a resolution ratifying the acts of the Mayor in executing Amendment No. 1 to Contract HHS000779500003 and all related documents, by and between the City of Lubbock and the Texas Health and Human Services Commission, under the Substance Use Disorder Treatment Program, to provide funding to support the treatment of substance use disorders in youth in the community.

7. 38. **Resolution - Public Health Services:** Consider a resolution ratifying the acts of the Mayor in executing Amendment No. 1 to Contract HHS000779500004 and all related documents, by and between the City of Lubbock and the Texas Health and Human Services Commission, under the Substance Use Disorder Treatment Program, to provide funding to support the provision of substance use disorder treatment services for pregnant women and women with dependent children.

7. 39. **Resolution - Public Health Services:** Consider a resolution authorizing the Mayor to execute a StarCare Specialty Health System Memorandum of Understanding - Outreach, Screening, Assessment, and Referral, by and between the City of Lubbock through the City of Lubbock Health Department, and StarCare Specialty Health System, to participate in an interagency collaborative effort to meet the specific needs of the priority population, including serving as an essential link between prevention, intervention, and treatment services within the community.

7. 40. **Resolution - Public Health Services:** Consider a resolution authorizing the Mayor to execute a StarCare Specialty Health System Memorandum of Understanding - Parenting Awareness & Drug Risk Education Program (PADRE), by and between the City of Lubbock through the City of Lubbock Health Department, and StarCare Specialty Health System, to participate in an interagency collaborative effort to provide community-based, intervention services to parents and expectant parents with substance use disorders, or who are at risk of developing substance use disorders.

7. 41. **Resolution - Human Resources:** Consider a resolution authorizing the Mayor to execute the First Amendment to Administrative Services Agreement 13582, by and between the City of Lubbock and ConnectYourCare, LLC, to include administrative services for the Health Reimbursement Arrangement for Medicare-eligible retirees.

7. 42. **Resolution - Municipal Court:** Consider a resolution authorizing the Mayor to execute a renewal of the Interlocal Agreement for Specialized Treatment and Rehabilitation Program, between the City of Lubbock, Lubbock County, and the Lubbock Independent School District, for Fiscal Year 2021-22.

7. 43. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order 33001534, with Microsoft Corporation, for the Enterprise Support Services Agreement to maintain Microsoft products and applications.

7. 44. **Resolution - City Manager:** Consider a resolution authorizing the Mayor to accept a Special Warranty Deed from Rocket Partners I, LLC, for 2.401 acres in Section 1, Block AK, Lubbock County, located east of Indiana Avenue and south of 140th Street, for the construction of Fire Station No. 20.

8. **Regular Agenda**

8. 1. **Ordinance 2nd Reading - Finance:** Consider Ordinance No. 2021-O0126 approving and adopting a budget for Fiscal Year 2021-22; approving summary of estimated and forecasted revenues, appropriations, and use of excess reserves for all funds of the city; providing for necessary transfers of funds between accounts and departments, if required; authorizing reduction of spending by City Manager if necessary; re-appropriation of balances which support authorized obligations or encumbered; providing for filing of Adopted Budget; establishing civil service classifications and positions; appropriating funds for the Fiscal Year 2021-22 Operating Budget and Capital Program of the City of Lubbock; approving all permit, license, fees, and charges for service recommended to be adjusted; approving the pay plan and positions; approving personnel; amending Section 22.03.084 of the Code of Ordinances of the City of Lubbock by revising the water base rate fees as contained therein; amending Section 22.03.085 of the Code of Ordinances of the City of Lubbock by establishing an industrial volume rate class as contained therein; amending Section 22.03.090(a) of the Code of Ordinances of the City of Lubbock by revising the water service (water tap) connection fees as contained therein; amending Section 22.04.041(a) of the Code of Ordinances of the City of Lubbock by revising the wastewater base rate fees as contained therein; amending Section 22.04.045(a) of the Code of Ordinances of the City of Lubbock by revising the sewer service connection fees as contained therein; amending Section 22.04.174 of the Code of Ordinances of the City of Lubbock by revising language on septic tank emptying as contained therein; amending Section 22.06.051 of the Code of Ordinances of the City of Lubbock by revising the solid waste landfill service fees as contained therein; amending Section 22.06.185(a) of the Code of Ordinances of the City of Lubbock by revising the solid waste collections service fees as contained therein; accepting the budgets for Lubbock Economic Development Alliance, Market Lubbock, Inc., Civic Lubbock, Inc., and Vintage Township Public Facilities Corporation; finding that proper notice of meeting provided by law and ratifying such; providing for publication; and providing for a savings clause.

8. 2. **Resolution - Finance**: Consider a resolution ratifying the adoption of the FY 2021-22 budget that raises more tax revenue than was generated in the previous year.

8. 3. **Ordinance 2nd Reading - Finance:** Consider Ordinance No. 2021-O0127 setting the tax rate and levying a tax upon all property subject to taxation with the City of Lubbock for 2021; apportioning said levy among the various funds and items for which revenue must be raised; fixing the times in which said taxes shall be paid and assessing penalty and interest for nonpayment of such taxes within the time provided.

8. 4. **Resolution - Finance:** Consider a resolution amending the allocation of the Hotel Occupancy Tax Revenues for FY 2021-22 and distributing receipts, net of collection expenses, as authorized in Subsection 18.03.001(b)(2) of the Code of Ordinances of the City of Lubbock.

8. 5. **Resolution - Lubbock Power & Light:** Consider a resolution adopting the Electric Rate/Tariff Schedule of Lubbock Power & Light, the City of Lubbock's municipally owned electric utility, applicable to all rate classes, effective October 1, 2021.

8. 6. **Board Appointments - City Secretary:** Consider appointments to the Lubbock Reese Redevelopment Authority Board of Directors.

8. 7. **Public Hearing - Business Development:** Hold a public hearing for the City Council to consider the creation of a Public Improvement District for Northwest Passage, which covers a portion of an area in the City of Lubbock, Lubbock County, Texas, generally bounded by Frankford Avenue on the west, Quaker Avenue on the east, Kent Avenue and Highway 84 on the north, and Marshall Avenue on the south.

8. 8. **Resolution - Business Development:** Consider a resolution making findings and authorizing establishment of the Northwest Passage Public Improvement District, which covers a portion of an area in the City of Lubbock, Lubbock County, Texas, generally bounded by Frankford Avenue on the west, Quaker Avenue on the east, Kent Avenue and Highway 84 on the north, and Marshall Avenue on the south.

8. 9. **Resolution - Planning:** Consider a resolution terminating the Chapter 212 Agreement related to property located south of 34th Street and west of Upland Avenue, containing approximately 7.867 acres out of Section 39, Block AK, Lubbock County, Texas, and identified by the Lubbock Central Appraisal District reference number R126622, and authorizing City staff to develop annexation documents for the subject property.

8. 10. **Public Hearing - Planning:** Hold a public hearing and consider an ordinance pursuant to Chapter 43 of the Texas Local Government Code for an annexation of the property located south of 34th Street and west of Upland Avenue, containing approximately 7.867 acres, out of Section 39, Block AK, Lubbock County, Texas, and commonly identified by the Lubbock Central Appraisal District Reference Number R126622.

8. 11. **Ordinance Single Reading - Finance:** Consider approval of an ordinance providing for the issuance of City of Lubbock, Texas, Water and Wastewater System Revenue Bonds, Series 2021A; and enacting other provisions relating thereto.

8. 12. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0113, for Zone Case 2538-U, a request of AMD Engineering, LLC for Yates II BY, LLC, for a zone change from Single-Family District (R-1) to Two-Family District (R-2), at 6902 19th Street, located east of Rochester Avenue and north of 19th Street, on 4.63 acres of unplatted land out of Block JS, Section 10.

8. 13. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0115, for Zone Case 2904-G, a request of Broadus Services, LLC (T-Mobile Agent) for Bethel Property Management, LLC, for a Specific Use for a temporary telecommunications tower on property zoned Interstate Highway Commercial District (IHC), at 212 University Avenue, located west of University Avenue and southeast of Santa Fe Drive, on 0.63 acres of unplatted land out of Block A, Section 20.

8. 14. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0117, for Zone Case 2951-A, a request of Hugo Reed and Associates, Inc. for Carl Mortensen, for a zone change from High-Density Apartment District (A-2) to Single-Family District (R-1), at 10508 Frankford Avenue, located west of Frankford Avenue and north of 110th Street, on 10.0 acres of unplatted land out of Block AK, Section 21.

8. 15. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0118, for Zone Case 3023-A, a request of SGA Design Group for Wal-mart Real Estate Business Trust, to amend the site plan and conditions of Ordinance No. 2004-O0120, at 1911 Marsha Sharp Freeway, located north of 7th Street and west of Avenue R, Overton Park Addition, Tract 14-A-1.

8. 16. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0119, for Zone Case 3175-F, a request of AMD Engineering, LLC for 806 Land Group, LLC, for a zone change from High-Density Apartment District (A-2) to Reduced Setback Single-Family District (R-1A) and Restricted Local Retail District (C-2A), at 5914 Erskine Street, located north of Erskine Street and west of North Frankford Avenue, on 7.23 acres of unplatted land out of Block JS, Section 7.

8. 17. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0120, for Zone Case 3257-L, a request of Hugo Reed and Associates, Inc. for 1585 Development, LLC, for a zone change from Single-Family District (R-1) Specific Use to Garden Office (GO), at 14201 Indiana Avenue, located east of Indiana Avenue and south of 140th Street, on 6.1 acres of unplatted land out of Block AK, Section 1.

8. 18. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0121, for Zone Case 3308-C, a request of Hugo Reed and Associates, Inc. for Bushland Springs, LLC, for a zone change from Single-Family District (R-1), Single-Family District (R-1) Specific Use, General Retail District (C-3), and Industrial Park District (IDP) to High-Density Apartment District (A-2), at 7201 19th Street, located east of Upland Avenue and south of 19th Street, on 14.5 acres of unplatted land out of Block AK, Section 43.

8. 19. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 20-O0122, for Zone Case 3439, a request of Hugo Reed and Associates, Inc. for Cynthia E. Jones, for a zone change from Transition District (T) to Family Apartment District (A-1) and Local Retail District (C-2), generally located south of 104th Street and west of Milwaukee Avenue, on 20.3 acres of unplatted land out of Block AK, Section 22.

8. 20. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0123, for Zone Case 3440, a request of Western Bank for TCS Parents Group, LTD, for a zone change from Garden Office District (GO) to Local Retail District (C-2), at 14005 Quaker Avenue, located south of 140th Street and east of Quaker Avenue, on 1.829 acres of unplatted land out of Block AK, Section 4.

8. 21. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0124, for Zone Case 3441, a request of AMD Engineering, LLC for DSE Development, Ltd., for a zone change from Transition District (T) and Industrial Park District (IDP) to Two-Family District (R-2), Restricted Local Retail District (C-2A), and General Retail District (C-3) with a Specific Use for a self-storage facility, at 4402 Upland Avenue, located east of Upland Avenue and north of 50th Street, on 33.38 acres of unplatted land out of Block AK, Section 38.

8. 22. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0125, for Zone Case 3442, a request of Hodges Architecture for Covenant Health System, for a zone change from Transition District (T) and Interstate Highway Commercial District (IHC) to Interstate Highway Commercial District (IHC) with a Planned Development District (PD), generally located north of 82nd Street and east of Marsha Sharp Freeway, on 47.6 acres of unplatted land out of Block AK, Section 31.

Regular City Council Meeting **3. 4.**

Meeting Date: 09/14/2021

Information

Agenda Item

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, Electric Utility Board, Health/Educational Facilities Development Corporation Board of Directors, Lubbock Central Appraisal District Board of Directors, LECD Board of Directors, Lubbock Reese Redevelopment Authority Board of Directors, Planning and Zoning Commission, Urban Design/Historic Preservation Commission, and the Water Board of Appeals.

Item Summary

Fiscal Impact

Staff/Board Recommending

Attachments

No file(s) attached.

Regular City Council Meeting **4. 4.**

Meeting Date: 09/14/2021

Information

Agenda Item

Board Recognitions:

Quincy Park Public Improvement District Advisory Board
Shelley Lee

Upland Crossing Public Improvement District Advisory Board
Chris Berry
Trey Benton
Zach Tollett
Mike Snyder
Austin Lear

Valencia Public Improvement District Advisory Board
Jonathan Jackson

Item Summary

Fiscal Impact

Staff/Board Recommending

Attachments

No file(s) attached.

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

Meeting Date: 09/14/2021

Information

Agenda Item

July 20, 2021 Special City Council Meeting - Electric Utility Board
July 28, 2021 Special City Council Meeting - Lubbock Economic Development Alliance
August 9, 2021 Special City Council Meeting - LPD East Patrol Division Ribbon Cutting
August 10, 2021 Regular City Council Meeting

Item Summary

July 20, 2021 Special City Council Meeting - Electric Utility Board
July 28, 2021 Special City Council Meeting - Lubbock Economic Development Alliance
August 9, 2021 Special City Council Meeting - LPD East Patrol Division Ribbon Cutting
August 10, 2021 Regular City Council Meeting

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

7.20.2021 S EUB
7.28.2021 S LEDA
8.9.2021 S Ribbon Cutting
8.10.2021

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
July 20, 2021
11:00 A.M.

The City Council of the City of Lubbock, Texas met in special session on the 20th of July, 2021, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas, and via video conference and teleconference at 11:00 a.m.

11:02 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 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.

Absent: Council Member Juan A. Chadis

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 Comments 1.1-1.2; Executive Session; 3.1-3.3.*
- *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 beginning at the time this agenda is publicly posted and no later than 9:00 a.m. on July 20, 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 11:04 a.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 1:23 p.m.

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 services and 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 and Chapter 551, Texas Government Code; (v) Schumacher v. City of Lubbock, Cause No. 2020-541,386, proceeding in the 72nd District Court of Lubbock County, Texas; (vi) legal advice and counsel regarding the City of Lubbock's Note Purchase Program with Bank of America and legal issues regarding bond-related matters; (vii) claims related to alleged property damage on or about February 13-19, 2021; (viii) Federal Energy Regulatory Commission, Southwestern Public Service Company, Public Service Company of Colorado, Southwest Power Pool, Inc., Docket No. EL21-58-000; (ix) Federal Energy Regulatory Commission, Southwestern Public Service Company, Docket No. ER21-1901-000; and (x) Federal Energy Regulatory Commission, Southwestern Public Service Company, Docket No. ER21-2027-000.

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, Chief Financial Officer/Assistant Director).

1:00 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* ***1:00 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 June 15, 2021 and the minutes from the Special Meeting of the Electric Utility Board of July 12, 2021.

Motion by Edwin Schulz, seconded by Gwen Stafford, to approve the minutes from the Regular Electric Utility Board Meeting of June 15, 2021; and the minutes from the Special Electric Utility Board Meeting of July 12, 2021.

Vote: 8-0 Motion carried

Other: Greg Taylor (AWAY)

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 generation, transmission and distribution projects, mutual aid, weather events, outage, and restoration efforts, staffing levels, personnel matters, regulatory matters, and operational performance metrics.

David McCalla, director of electric utilities, gave a presentation and answered questions from the Electric Utility Board.

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.

Ranu Manik, financial services manager for LP&L, gave a presentation and answered questions from the Electric Utility Board.

3. 4. Presentation and discussion of a preliminary plan of finance related to the upcoming sale of Electric Light & Power System Revenue Bonds, Series 2021 and the related refunding of interim obligations.

***This item was deleted.**

3. 5. Discuss and the Board will take action on the Lubbock Power & Light FY 2021-22 Operating Budget and Capital Program and make appropriate recommendations to the City Council of the City of Lubbock pursuant to §2.03.415(a) of the Code of Ordinances, City of Lubbock, Texas.

***This item was deleted.**

3. 6. Discuss and the Board will take action on the Fiscal Year 2021-22 Electric Rate/Tariff Schedule and make appropriate recommendations to the City Council of the City of Lubbock pursuant to §2.03.415(a) of the Code of Ordinances, City of Lubbock, Texas.

***This item was deleted.**

3. 7. The Board will consider a budget amendment, amending the FY 2020-21 Operating Budget by increasing expenses in the Purchased Power cost center; 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."

***This item was deleted.**

4. CONSENT AGENDA

4. 1. The Board will consider a resolution authorizing the Chairman of the Electric Utility Board to execute that certain Third Amendment to Power Purchase Agreement, by and between the Texas Tech University System, acting by and through its Board of Regents ("TTU") and the City of Lubbock, acting by and through Lubbock Power & Light ("LP&L"), amending that certain Power Purchase Agreement, by and between TTU and LP&L, dated April 28, 2005, amending the term and clarifying the price adjustment for electric service to be provided under the original Power Purchase Agreement, as amended by the First Amendment and Second Amendment to Power Purchase Agreement.

***This item was deleted.**

4. 2. The Board will consider a resolution authorizing the Director of Electric Utilities, or his designee, to execute a Public Works Contract by and between the City of Lubbock, acting by and through Lubbock Power & Light and Power Line Services, Inc., RFP# 7131-21-ELD, for LP&L Construction Services for Feeder Redesign at McCullough, COOP and Thompson Substations.

***This item was deleted.**

4. 3. The Board will consider a resolution authorizing the Purchasing Manager, or his designee, to execute Purchase Orders for RFP# 7133-21-ELD, line item 1 to American Wire Group and line item 2 to AK Tooling LLC for LP&L Overhead and Underground Cable.

***This item was deleted.**

4. 4. The Board will consider a resolution authorizing the Director of Electric Utilities, or his designee, to execute a Fifth Amendment to Professional Services Agreement, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and TexHahn Media, Inc., a Texas corporation, d/b/a Hahn Public Communications, for professional services related to marketing campaigns, marketing social research, and other communications related activities.

***This item was deleted.**

1:43 P.M. CITY COUNCIL ADJOURNED

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

The July 20, 2021 Special City Council Meeting minutes were approved by the City Council on the 14th day of September, 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 28, 2021
8:30 A.M.

The City Council of the City of Lubbock, Texas met in special session on the 28th of July, 2021, at the Wells Fargo Center, 1500 Broadway, 5th Floor, Suite 501, Lubbock, Texas, and via teleconference at 8:30 a.m.

8:32 A.M. CITY COUNCIL CONVENED
Wells Fargo Center, 1500 Broadway, 5th Floor, Suite 501, Lubbock, Texas and via teleconference

Present: Mayor Daniel M. Pope; Mayor Pro Tem Steve Massengale; Council Member Randy Christian; Council Member Latrelle Joy; City Manager W. Jarrett Atkinson; Deputy City Secretary Courtney Paz; Assistant City Attorney Kelli Leisure

Council Member Randy Christian attended via teleconference.

Absent: Council Member Juan A. Chadis; Council Member Jeff Griffith; Council Member Shelia Patterson Harris

This was a meeting of the Lubbock Economic Development Alliance (LEDA) Board of Directors. 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 Lubbock Economic Development Alliance, Inc. (LEDA) Board of Directors addressed agenda items in the following order:

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

1. MINUTES

1. 1. The Board will approve the Minutes of the LEDA Board of Directors Meeting of June 23, 2021.

Motion by Suzann Kirby, seconded by John Opperman, to approve the minutes of the LEDA Board of Directors Meeting of June 23, 2021.

Vote: 7-0 Motion carried by the Board.

Other: Chris Carpenter (ABSENT)

2. EXECUTIVE SESSION

This meeting was called into a closed session at 8:34 a.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 9:42 a.m. and was adjourned.

2. 1. Hold an executive session in accordance with Texas Government Code Section 551.087 to (1) discuss or deliberate in regard to commercial or financial information that LEDA has received from business prospects seeking to locate, stay or expand, in the Lubbock area, or, (2) to deliberate the offer of a financial or other incentive to business prospects described in (1) above. This will include the project and goals update, and monthly activity reports of Kenny McKay, Director of Business Retention, Carolyn Rowley of Director of Business Recruitment & Innovation, and reports related to financial, budget, audit reports, and matters related to the Lubbock Business Park, Lubbock Rail Port, and neighboring property and workforce/training projects. Others may also participate in this report including but not limited to, John Osborne, Jana Johnston, Christine Allen, Katherine White, Katy Christy, Jorge Quirino, Rusty Smith, Andrew Sorrells, Chris Rankin, Mayor Dan Pope, Jarrett Atkinson, City Manager, members of City Council and Brianna Gerardi, Director of Business Development with the City of Lubbock.

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

2. 3. Hold an executive session in accordance with Texas Government Code Section 551.071 to discuss legal matters.

2. 4. Hold an executive session in accordance with Texas Government Code Section 551.074 to deliberate the appointment, employment, goals, compensation, evaluation, reassignment of duties, discipline or dismissal of employee(s) or to hear a complaint or charge against an employee(s).

3. REGULAR SESSION

3. 1. The Board will consider a resolution to approve the June 2021 LEDA Financial Report.

***This item was deleted.**

3. 1. 1. Review Tax Return for LEDA

***This item was deleted.**

3. 2. Presentation of project update and monthly activity reports for Workforce Development.

***This item was deleted.**

3. 3. Presentation of project update and monthly reports of Marketing & Communication activities.

***This item was deleted.**

3. 4. The Board will consider action, if needed, including the adoption of resolutions, to offer financial and other incentives to business prospects or other matters considered in Executive Session and ratification of performance agreements that have been approved by the Board.

***This item was deleted.**

3. 4. 1. The Board will consider approval of a Performance Agreement and a Purchase and Sale Agreement for Bandera Ventures, LP.

***This item was deleted.**

3. 4. 2. The Board will consider rescinding the Performance Agreement for Key Organics that was approved on December 18, 2019.

***This item was deleted.**

3. 4. 3. The Board will consider approval of a Performance Agreement and a Purchase and Sale Agreement for BASF.

***This item was deleted.**

3. 5. Discussion and the Board will consider action, if needed, on matters relating to properties owned by LEDA including the Lubbock Business Park, Lubbock Rail Port and active projects, including but not limited to plans for current and possible future uses of the land, zoning, platting, mapping, marketing, services and utilities to and from the properties, and any other matters related to the possible uses of the land. This discussion and possible action on matters involving the properties may include but be limited to the following items:

***This item was deleted.**

3. 5. 1. Discuss and the Board will consider action, if needed, on property to be used for future economic development opportunities.

***This item was deleted.**

3. 5. 1. 1. The Board will consider authorizing the CEO to execute the documents related to the purchase of property located east of Lubbock Business Park.

***This item was deleted.**

3. 5. 2. Update on the progress of the properties and any matters related to contractors and/or contracts.

***This item was deleted.**

3. 5. 2. 1. The Board will consider approval of a Farm Lease Termination between LEDA and Richard Adams.

***This item was deleted.**

3. 5. 3. Discuss the current status of the plans for developing the parks.

***This item was deleted.**

3. 5. 4. Discuss the current status of efforts to use the properties by businesses.

***This item was deleted.**

3. 5. 5. Discussion and the Board will consider action, if needed, on possible financing options for improvements to the properties.

***This item was deleted.**

3. 5. 6. Discussion and the Board will consider action, if needed, on proposed future development of the properties with construction and engineering projects and related contracts, regarding projects and the development at LEDA properties.

***This item was deleted.**

3. 6. Architectural Review Committee Report

***This item was deleted.**

3. 7. CEO Report

***This item was deleted.**

3. 7. 1. Review LEDA Dashboard

***This item was deleted.**

3. 7. 2. Employment Data Update

***This item was deleted.**

3. 8. Chairman's Report

***This item was deleted.**

9:42 A.M. CITY COUNCIL ADJOURNED

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

The July 28, 2021 Special City Council Meeting minutes were approved by the City Council on the 14th day of September, 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
August 9, 2021
10:00 A.M.

The City Council of the City of Lubbock, Texas met in special session on the 9th of August, 2021, at the Lubbock Police Department East Patrol Division, 1901 E. 19th Street, Lubbock, Texas at 10:00 a.m.

10:06 A.M. CITY COUNCIL CONVENED
Lubbock Police Department East Patrol Division, 1901 E. 19th 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 Secretary Rebecca Garza; City Attorney Chad Weaver; Deputy City Manager Bill Howerton

Note: City Council addressed agenda items in the following order:
- *1.1-1.5*

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 Steve Massengale, Facilities Committee Chair

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

1. 3. Community Impact - District 2 Council Member Shelia Patterson Harris

District 2 Council Member Shelia Patterson Harris gave comments on the community impact of the Lubbock Police Department East Patrol Division.

1. 4. Community Policing & East Patrol Division Officer Introductions - Police Chief Floyd Mitchell

Floyd Mitchell, chief of police; and Jason Skrabanek, deputy chief of police/East Patrol Division commander, gave comments on the importance of community policing in the city of Lubbock.

1. 5. Closing Remarks & Ribbon Cutting - Mayor Pro Tem Steve Massengale

Mayor Pro Tem Steve Massengale gave closing remarks; and City Council participated in a ribbon cutting ceremony for the Lubbock Police Department East Patrol Division.

10:30 A.M. CITY COUNCIL ADJOURNED

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

The August 9, 2021 Special City Council Meeting minutes were approved by the City Council on the 14th day of September, 2021.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
August 10, 2021
1:30 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 10th of August, 2021, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas, and via video conference and teleconference at 1:30 p.m.

1:35 P.M. CITY COUNCIL CONVENED
City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas, and via video conference and teleconference

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

Note: City Council addressed agenda items in the following order:
- *1.1-1.2; Executive Session; 3.3.1; 3.1-3.2; Citizen Comments 4; 5.1; 6.1; 6.3-6.5; 6.9-6.15; 6.2-6.2.4; 6.6-6.8; 7.1-7.15; 7.18-7.20.*
- *Item No.'s 7.16 and 7.17 were deleted.*

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.

Jarrett Atkinson, city manager, gave a presentation and answered questions from City Council on the proposed FY 2021-22 Operating Budget and Capital Program. Discussion included, but was not limited to: the proposed property tax rate, the Water/Wastewater model, and potential funding for future response to COVID-19. Blu Kostelich, chief financial officer, gave comments and answered questions from City Council on potential changes to the General Fund reserve policy level and the City's responsibilities related to other post retirement benefits (OPEB).

Wood Franklin, division director of public works, gave a presentation on future water supply needs. Topics discussed included: current water supplies, city of Lubbock per capita water consumption, future water demand projections, and future water supply needs. Jarrett

Atkinson, city manager; and Aubrey Spear, director of water utilities, gave comments and answered questions from City Council.

There was consensus among City Council to remove the proposed allocation of American Rescue Plan (ARPA) funding for an elevated water storage tank; and instead allocate cash from excess reserves to fund that project. City Council gave further direction to the City Manager to prepare the proposed FY 2021-22 Operating Budget and Capital Program for filing with the City Secretary once the requested revisions are made.

1. 2. Presentation and Discussion of the Employee Wellness Program

Clifton Beck, director of human resources, gave a presentation on the proposed Employee Wellness Program and answered questions from City Council. Topics discussed included: the benefits of implementing a wellness program, wellness program categories, program requirements, incentives, and next steps.

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

2. Executive Session

The meeting recessed at 3:02 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 4:59 p.m., and the meeting was called to order at 5:10 p.m.

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

2. 1. 1. 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

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

City Council reconvened at 4:59 p.m.

3. Ceremonial Items

3. 1. Invocation

Pastor Allen Weathers, Turning Point Community 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. Employee Recognition - Kiara Morgan

Mayor Daniel M. Pope presented a Special Recognition to Kiara Morgan in honor of her completing the naturalization process and becoming a United States citizen. Jarrett Atkinson, city manager; Blu Kostelich, chief financial officer; and Marta Alvarez, director of purchasing & contract management, gave comments and thanked Ms. Morgan for her dedication to public service and the City of Lubbock. Ms. Morgan gave comments and thanked City Council for the recognition and her co-workers for their support throughout the naturalization process.

Call to Order

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

4. Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 5:00 p.m. on 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, 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.

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

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

Motion by Council Member Juan A. Chadis, seconded by Council Member Jeff Griffith to approve the June 15, 2021 Special City Council Meeting - Electric Utility Board minutes; the July 12, 2021 Special City Council Meeting - Electric Utility Board minutes; the July 13, 2021 Special City Council Meeting - LPD Headquarters Groundbreaking minutes; the July 13, 2021 Regular City Council Meeting minutes; and the July 14, 2021 Special City Council Meeting - Coffee with the Mayor minutes.

Vote: 7 - 0 Motion carried

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

Motion by Council Member Latrelle Joy, seconded by Mayor Pro Tem Steve Massengale to approve items 6.1; 6.3-6.5; and 6.9-6.15.

Vote: 7 - 0 Motion carried

6. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance 2021-O0086, 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:** 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.

Jarrett Atkinson, city manager; and Karen Murfee, director of community development, gave comments and answered questions from City Council.

Motion by Council Member Latrelle Joy, seconded by Council Member Shelia Patterson Harris to approve Ordinance No. 2021-O0087.

Vote: 7 - 0 Motion carried

6. 2. 1. Resolution - Community Development: Resolution No. 2021-R0281 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.

Jarrett Atkinson, city manager; and Karen Murfee, director of community development, gave comments and answered questions from City Council.

Motion by Council Member Latrelle Joy, seconded by Council Member Shelia Patterson Harris to approve Resolution No. 2021-R0281.

Vote: 7 - 0 Motion carried

6. 2. 2. Resolution - Community Development: Resolution No. 2021-R0282 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.

Jarrett Atkinson, city manager; and Karen Murfee, director of community development, gave comments and answered questions from City Council.

Motion by Council Member Latrelle Joy, seconded by Council Member Shelia Patterson Harris to approve Resolution No. 2021-R0282.

Vote: 7 - 0 Motion carried

6. 2. 3. Resolution - Community Development: Resolution No. 2021-R0283 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.

Jarrett Atkinson, city manager; and Karen Murfee, director of community development, gave comments and answered questions from City Council.

Motion by Council Member Latrelle Joy, seconded by Council Member Shelia Patterson Harris to approve Resolution No. 2021-R0283.

Vote: 7 - 0 Motion carried

6. 2. 4. Resolution - Community Development: Resolution No. 2021-R0284 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).

Jarrett Atkinson, city manager; and Karen Murfee, director of community development, gave comments and answered questions from City Council.

Motion by Council Member Latrelle Joy, seconded by Council Member Shelia Patterson Harris to approve Resolution No. 2021-R0284.

Vote: 7 - 0 Motion carried

6. 3. Budget Ordinance Amendment 1st Reading - Finance: Ordinance No. 2021-O0096, 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: Ordinance No. 2021-O0097, 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: Ordinance No. 2021-O0098, 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: 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.

Sharmon Owens, city traffic engineer, gave a presentation and answered questions from City Council. Jarrett Atkinson, city manager, gave comments and answered questions from City Council.

Motion by Council Member Juan A. Chadis, seconded by Council Member Randy Christian to approve Ordinance No. 2021-O0088

Vote: 7 - 0 Motion carried

6. 7. **Resolution - Solid Waste Management:** Resolution No. 2021-R0285 authorizing the Mayor to execute a Professional Services Agreement, with Parkhill, for Professional Engineering Services regarding the Solid Waste Transfer Station.

Brenda Haney, director of solid waste, gave a presentation and answered questions from City Council. Jarrett Atkinson, city manager, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Randy Christian to approve Resolution No. 2021-R0285.

Vote: 7 - 0 Motion carried

6. 8. **Resolution - Community Development:** Resolution No. 2021-R0286 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.

Jarrett Atkinson, city manager; and Karen Murfee, director of community development, gave comments and answered questions from City Council.

Motion by Council Member Juan A. Chadis, seconded by Council Member Latrelle Joy to approve Resolution No. 2021-R0286.

Vote: 7 - 0 Motion carried

6. 9. **Resolution - Community Development:** Resolution No. 2021-R0274 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:** Resolution No. 2021-R0275 authorizing the Mayor to execute Contract 15861, with Vehicle Maintenance Program, Inc., for automotive filters for Citibus.

6. 11. **Resolution - Public Transit Services:** Resolution No. 2021-R0276 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:** Resolution No. 2021-R0277 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:** Resolution No. 2021-R0278 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:** Resolution No. 2021-R0279 confirming the City Manager's appointment of Vickie L. Bennett to the Civil Service Commission.

6. 15. **Resolution - Lubbock Power & Light:** Resolution No. 2021-R0280 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.

Rebecca Garza, city secretary, gave comments and answered questions from City Council.

> Motion by Council Member Latrelle Joy, seconded by Council Member Juan A. Chadis to appoint Alan Powell and Shelley Lee to the Quincy Park Public Improvement District (PID) Advisory Board.
>
> **Vote:** 7 - 0 Motion carried

7. 2. **Board Appointments - City Secretary:** Consider appointments to the Valencia Public Improvement District Advisory Board.

Rebecca Garza, city secretary, gave comments and answered questions from City Council.

> Motion by Council Member Latrelle Joy, seconded by Council Member Juan A. Chadis to appoint Jena Massie, Corey Lusk, and Jonathan Jackson to the Valencia Public Improvement District (PID) Advisory Board.
>
> **Vote:** 7 - 0 Motion carried

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

Rebecca Garza, city secretary, gave comments and answered questions from City Council.

> Motion by Council Member Latrelle Joy, seconded by Council Member Juan A. Chadis to appoint Chris Berry, Trey Benton, Zach Tollett, Mike Snyder, and Austin Lear to the Upland Crossing Public Improvement District (PID) Advisory Board.
>
> **Vote:** 7 - 0 Motion carried

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.

Motion by Council Member Latrelle Joy, seconded by Mayor Pro Tem Steve Massengale to appoint Jay House as Chair, and to appoint Melanie Barnes as Vice Chair of the Lubbock Water Advisory Commission.

Vote: 7 - 0 Motion carried

7. 5. **Public Hearing - Planning:** Ordinance No. 2021-O0099, 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.

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

Mayor Pope opened the public hearing at 5:49 p.m.

Thomas Payne, with Starlight Development, LLC, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Pope closed the public hearing at 5:51 p.m.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Randy Christian to approve Ordinance No. 2021-O0099.

Vote: 7 - 0 Motion carried

7. 6. **Public Hearing - Planning:** Ordinance No. 2021-O0100, 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.

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

Mayor Pope opened the public hearing at 5:52 p.m.

Thomas Payne, with Loop 88, LLC, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Pope closed the public hearing at 5:53 p.m.

Motion by Council Member Juan A. Chadis, seconded by Council Member Randy Christian to approve Ordinance No. 2021-O0100.

Vote: 7 - 0 Motion carried

7. 7. **Public Hearing - Planning:** Ordinance No. 2021-O0101, 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.

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

Mayor Pope opened the public hearing at 5:54 p.m.

Thomas Payne, with Red Canyon Development and Grow Lubbock, LLC, appeared to speak in favor.

No one appeared to speak in opposition.

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

Motion by Council Member Juan A. Chadis, seconded by Council Member Jeff Griffith to approve Ordinance No. 2021-O0101.

Vote: 7 - 0 Motion carried

7. 8. **Public Hearing - Planning:** Ordinance No. 2021-O0102, 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”.

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

Mayor Pope opened the public hearing at 6:02 p.m.

No one appeared to speak in favor or in opposition.

Mayor Pope closed the public hearing at 6:03 p.m.

Motion by Council Member Latrelle Joy, seconded by Council Member Jeff Griffith to approve Ordinance No. 2021-O0102.

Vote: 7 - 0 Motion carried

7. 9. **Ordinance 2nd Reading - Planning:** 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.

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

Motion by Council Member Jeff Griffith, seconded by Council Member Juan A. Chadis to approve Ordinance No. 2021-O0089.

Vote: 7 - 0 Motion carried

7. 10. **Ordinance 2nd Reading - Planning:** 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.

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

Motion by Council Member Jeff Griffith, seconded by Council Member Juan A. Chadis to approve Ordinance No. 2021-O0090.

Vote: 7 - 0 Motion carried

7. 11. **Ordinance 2nd Reading - Planning:** 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.

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

Motion by Council Member Jeff Griffith, seconded by Council Member Juan A. Chadis to approve Ordinance No. 2021-O0091.

Vote: 7 - 0 Motion carried

7. 12. **Ordinance 2nd Reading - Planning:** 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.

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

Motion by Council Member Jeff Griffith, seconded by Council Member Juan A. Chadis to approve Ordinance No. 2021-O0092.

Vote: 7 - 0 Motion carried

7. 13. **Ordinance 2nd Reading - Planning:** 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.

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

Motion by Council Member Jeff Griffith, seconded by Council Member Latrelle Joy to approve Ordinance No. 2021-O0093.

Vote: 7 - 0 Motion carried

7. 14. **Resolution - Planning:** Resolution No. 2021-R0287 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.

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

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Juan A. Chadis to approve Resolution No. 2021-R0287.

Vote: 7 - 0 Motion carried

7. 15. **Resolution - Finance:** Resolution No. 2021-R0288 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.

Blu Kostelich, chief financial officer, gave a presentation and answered questions from City Council.

Mayor Daniel M. Pope, read into the record, the following statement: "City Council will hold the public hearing on the proposed 2021 tax rate at the Tuesday, September 7, 2021, Special City Council Meeting, that will be held in the City Council Chambers, 1314 Avenue K, beginning at 5:00 p.m. The City Council will hold the first reading of the tax rate ordinance at the Tuesday, September 7, 2021, Special City Council Meeting, that will be held in the City Council Chambers, 1314 Avenue K, beginning at 5:00 p.m. The City Council will vote on the second and final reading of the tax rate ordinance at the Tuesday, September 14, 2021, Regular

City Council Meeting, that will be held in the City Council Chambers, 1314 Avenue K, beginning at 5:00 p.m."

Motion by Council Member Jeff Griffith, seconded by Council Member Latrelle Joy to approve Resolution No. 2021-R0288.

Vote: 7 - 0 Motion carried

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.

***This item was deleted.**

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.

***This item was deleted.**

7. 18. **Ordinance 2nd Reading - City Secretary:** 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.

Motion by Council Member Jeff Griffith, seconded by Council Member Latrelle Joy to approve Ordinance No. 2021-O0095.

Vote: 7 - 0 Motion carried

7. 19. **Ordinance Single Reading - Lubbock Power & Light:** Ordinance No. 2021-O0103, 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.

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

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Juan A. Chadis to approve Ordinance No. 2021-O0103.

Vote: 7 - 0 Motion carried

7. 20. **Ordinance Single Reading - Lubbock Power & Light:** Ordinance No. 2021-O0104, 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.

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

Motion by Council Member Latrelle Joy, seconded by Council Member Juan A. Chadis to approve Ordinance No. 2021-O0104.

Vote: 7 - 0 Motion carried

6:46 P.M. CITY COUNCIL ADJOURNED

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

The August 10, 2021 Regular City Council Meeting minutes were approved by the City Council on the 14thday of September, 2021.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

Regular City Council Meeting **7. 1.**

Meeting Date: 09/14/2021

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2021-O0105, Amendment 42, amending the FY 2020-21 Budget for municipal purposes respecting the General Fund Capital to amend Capital Improvement Project 8633 Comprehensive Plan Implementation; respecting the General Fund Operating to appropriate additional revenue for payment in lieu of Taxes (PILOT), from the LP&L Fund and for franchise fees from the LP&L Fund, and to appropriate additional transfer to General Fund Capital and transfer to Gateway Fund; and respecting the Gateway Fund to appropriate additional transfer revenue from the General Fund; providing for filing; and providing for a savings clause.

Item Summary

On August 24, 2021, the City Council approved the first reading of the ordinance.

1. Amend Capital Improvement Project (CIP) 8633, Comprehensive Plan Implementation, by increasing the appropriation by $40,000, from $625,000 to $665,000.
2. Amend General Fund Operating by increasing PILOT revenue from LP&L fund by $317,082, from $2,558,288 to $2,875,370 and franchise fee revenue from LP&L Fund by $1,585,410, from $12,791,422 to $14,376,852.
3. Amend General Fund Operating by increasing Transfer to General Fund Capital, by increasing the appropriation by $40,000, from $15,489,618 to $15,529,618.
4. Amend General Fund Operating by increasing Transfer to Gateway, by increasing the appropriation by $634,164, from $8,035,806 to $8,669,970.
5. Amend Gateway Fund by increasing Transfer from General Fund by $634,164, from $8,035,806 to $8,669,970.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

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

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2020-21 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND CAPITAL TO AMEND CAPITAL IMPROVEMENT PROJECT 8633 COMPREHENSIVE PLAN IMPLEMENTATION; RESPECTING THE GENERAL FUND OPERATING TO APPROPRIATE ADDITIONAL REVENUE FOR PAYMENT IN LIEU OF TAXES (PILOT) FROM LP&L FUND AND FOR FRANCHISE FEES FROM LP&L FUND AND TO APPROPRIATE ADDITIONAL TRANSFER TO GENERAL FUND CAPITAL AND TRANSFER TO GATEWAY FUND; AND RESPECTING THE GATEWAY FUND TO APPROPRIATE ADDITIONAL TRANSFER REVENUE FROM GENERAL FUND; 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 #42) for municipal purposes, as follows:

I. Amend Capital Improvement Project (CIP) 8633, Comprehensive Plan Implementation, by increasing the appropriation by $40,000, from $625,000 to $665,000.
II. Amend General Fund Operating by increasing PILOT revenue from LP&L fund by $317,082, from $2,558,288 to $2,875,370 and franchise fee revenue from LP&L Fund by $1,585,410, from $12,791,422 to $14,376,852.
III. Amend General Fund Operating by increasing Transfer to General Fund Capital, by increasing the appropriation by $40,000, from $15,489,618 to $15,529,618.
IV. Amend General Fund Operating by increasing Transfer to Gateway, by increasing the appropriation by $634,164, from $8,035,806 to $8,669,970.
V. Amend Gateway Fund by increasing Transfer from General Fund by $634,164, from $8,035,806 to $8,669,970.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on_____.

Passed by the City Council on second reading on_____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:

_____
Amy Sims
Deputy City Attorney

ccdocs/BudgetFY2021.Amend42.ord
August 13, 2021

Regular City Council Meeting **7. 1. 1.**

Meeting Date: 09/14/2021

Information

Agenda Item

Resolution - Planning: Consider a resolution authorizing the Mayor to execute Amendment No. 2 to Contract 14462, with Kendig Keast Collaborative, Inc., for development of a Unified Development Code.

Item Summary

"Plan Lubbock 2040", the City's Comprehensive Plan, was adopted by the City Council in December 2018. This plan contains a framework of goals, actions, and timeframes for the City of Lubbock to implement in order to support the vision expressed in the document. The first goal in the implementation chapter of this plan is to "revise the zoning and subdivision ordinances in order to implement the Comprehensive Plan recommendations." It recommends a Unified Development Code (UDC) to combine all regulations and standards into a single, cohesive and comprehensive document.

This project will include the review, rewrite, amd unification of the zoning and subdivision regulations, sign regulations, drainage regulations, design and historic districts standards, manufactured homes and recreational vehicle parks requirements, and various ancillary development-related regulations.

On May 28, 2019, the City Council entered into an agreement with Kendig Keast Collaborative (KKC) of Sugarland, Texas, for the development of the Unified Development Code in an amount not to exceed $567,747. The proposed contract was 22 months in length, with options for extension. However, due to COVID-19, in person meetings and public gatherings had to be restricted, which postponed events planned for public participation to provide input on the UDC.

Therefore, on February 23, 2021, the City Council approved a 6-month extension on the contract with KKC, ending September 2021, at no additional cost to the City of Lubbock. Based on guidance from the UDC Subcommittee and the ongoing review of the current draft, staff is requesting a second 6-month extension to the contract with KKC, at an additional cost of $77,120. The new contract end date would therefore be March 2022 instead of September 2021.

$370,000 was appropriated in FY 2018-19 in Capital Improvement Project 8633, Comprehensive Plan Implementation, with an additional $255,000 appropriated in FY 2019-20.

Staff recommends approval of this contract extension.

Fiscal Impact

This extension will add $77,120 to the contract, and will be funded in Capital Improvement Project 8633, Comprehensive Plan Implementation. Budget Ordinance Amendment No. 42 will increase the appropriation for this project by $40,000, enabling this contract amendment to be awarded.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution - UDC Contract Amendment
Amendment (r) to UDC Contract
Budget Detail - CIP 8633

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 Number 2 to the Professional Services Agreement, Contract No. 14462 related to Unified Development Code as per RFQ 19-14462-MA, by and between the City of Lubbock and Kendig Keast Collaborative, of Sugar Land, Texas,, and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES.Amend 1 Service Agreement Contract 14462 –KK UDC
8.4.21

Amendment 2
To Agreement Between
The City of Lubbock, TX
And
Kendig Keast Collaborative

THIS IS THE SECOND AMENDMENT TO THE AGREEMENT, Contract No. 14462, dated and entered into the 28th day of May 2019 by and between the City of Lubbock ("City") and Kendig Keast Collaborative ("Consultant"), an Illinois Corporation, for providing professional services related to a Unified Development Code ("Project").

WITNESSETH:

WHEREAS, the Parties executed Amendment No. 1 to the agreement on February 23, 2021 for additional time for the completion of the Project.

WHEREAS, the Parties agree to now amend the agreement for additional services to be provided by the Consultant as set forth in Exhibit "A", attached hereto and incorporated herein. Further, the Parties extend the term of the Agreement for an additional six (6) months for an amount not to exceed seventy-seven thousand one hundred twenty dollars and NO/100 ($77,120).

WHEREAS, all other portions of the original Agreement shall remain in place and are not altered by this amendment.

NOW, THEREFORE, the City and Consultant agree to the following terms of this SECOND AMENDMENT:

1) That "Attachment A" of the Agreement is hereby substituted and replaced with the Attachment "A" that is that is attached hereto.

2) That the term of the Agreement shall be extended by an additional six (6) months for an amount not to exceed seventy-seven thousand one hundred twenty dollars and NO/100 ($77,120).

3) This amendment to the Agreement shall be effective upon execution. The remainder of the Agreement shall remain in full force and affect except as changed herein.

IN WITNESS HEREOF, the parties have executed this Agreement as of this ____ day of _____ 2021.

CITY OF LUBBOCK

Daniel M. Pope, Mayor

KENDIG KEAST COLLABORATIVE

Bret C. Keast, AICP
Chief Executive Officer

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Bryan Isham, Director of Planning

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

EXHIBIT "A"

KENDIG KEAST COLLABORATIVE

1415 Highway 6 South – Suite A300 | Sugar Land, TX 77478
Phone: 281.242.2960

July 23, 2021

Jesica McEachern
Assistant City Manager
1625 13th St.
Lubbock, TX 79401

Re: Contract Amendment #2 –Additional Work

Dear Jesica:

Based on our telephone conversation on Monday, May 24, this letter outlines a proposed contract amendment for the Unified Development Code (UDC) project. The UDC was executed on May 28, 2019 and amended in February 2021 to extend the time of performance of the project from 22 months to 28 months resulting in a revised termination date of September 2021. We propose to amend the contract and the scope of the contract again, as outlined below, with another revised termination date and a new task that will fall between Task 5: *Nonconformities, Administrative Procedures, and Definitions* and Task 6: *Public Review, Hearings, and Final Delivery*.

Contract Amendment

ARTICLE V
TIME OF PERFORMANCE

5.2 The CONSULTANT shall complete the services described in Article II, Scope of Services by March 31, 2021, unless one or more of the following occur:

(a) This Agreement is terminated in accordance with Article X, Changes or Termination;
(b) The Scope of Services and/or Time of Performance are changed in accordance with Article II, Scope of Services or Article X, Changes or Termination; or
(c) Matters documented by CONSUL TANT in progress reports render such completion schedule impossible or impractical.

Scope Amendment

TASK 5.5: *UDC Committee Meetings and Associated Research, Drafting, and Presentations*

5.5.1 – Bi-Weekly Virtual Meetings with UDC Committee.

- Beginning with the August 19th meeting, the Project Manager (Brian Mabry) and, upon request, the Principal-in-Charge (Bret Keast) for KKC will virtually attend every meeting of the UDC Committee and provide input as needed. KKC may attend onsite meetings per the request of the City's Project Director, based on the rates for onsite visits on the next page.
- If neither KKC staff member is able to attend or is requested by the City's Project Director not to attend, then the City's Project Director will provide written notes of the meeting to KKC staff.

5.5.2 – Research, Drafting, and Presentations.

- As requested by the City's Project Director, KKC staff will research and draft changes to the draft UDC and present those changes to the UDC Committee.

Project Schedule

The above proposed changes will be incorporated into a project schedule in coordination with the City and will not extend the project past the proposed December 2021 termination.

Compensation.

Adding Task 5.5 to this project warrants increased compensation in the amount of the fee pool below. KKC will bill from this pool only for meetings, research, drafting, presenting, and other requested activities that are performed. At the end of the project, the City will retain whatever funds are left in the pool. If KKC exhausts the pool in accomplishing requested activities, then the City may choose to replenish the pool in an agreed upon amount. If the pool is not replenished, Phase 5.5 will end. KKC's monthly progress reports will reflect the available funds remaining in the pool and activities undertaken that draw from the pool.

Task 5.5 Project Pool (maximum not-to-exceed).....$77,120

Assumes:

- Seventeen, two-hour bi-weekly meetings starting August 19, 2021, with two hours of preparation for the Project Manager for 37 weeks (through March 31, 2022 by which time adoption is assumed to take place)
- Four hours per week for each of two KKC staff persons (Principal-in-Charge, Project Manager, or Senior Associate) for 32 weeks (August 19, 2021, through March 31, 2022)

Rates for Onsite Visits

KKC understands that the activities proposed for Task 5.5 will take place virtually. If the City requests in-person site visits from KKC, beyond the trips that remain in the original contract, then the following fees apply, inclusive of direct expenses and labor.

Principal-in-Charge 1 Day / 1 Night Trip plus full day's work $2,285

Project Manager 1 Day / 1 Night Trip plus full day's work $1,785

Principal-in-Charge 2 Days / 2 Night Trip plus full days' work.....$3,885

Project Manager 2 Day / 2 Night Trip plus full days' work $3,280

The bi-weekly meetings may cease at any time at the discretion of the City's Project Director. KKC will not bill for meetings that do not take place.

If it is acceptable, please sign in the space provided on the next page and return one signed original for our files. We appreciate the opportunity to continue to work on this project for Lubbock.

Respectfully,

Bret C. Keast, AICP

EXHIBIT "A"

CEO I Owner

APPROVAL OF UNIFIED DEVELOPMENT CODE CONTRACT AMENDMENT

_____
Signature

_____
Typed Name and Title

_____
Date Signed

City of Lubbock, TX
Capital Project
Project Cost Detail
September 14, 2021

Capital Project Number:	8633
Capital Project Name:	Comprehensive Plan Implementation

Encumbered/Expended	**Budget**
Contract 14462 Unified Development Code	$ 575,000
Agenda Items, September 14,2021	
Contract 14462 Amendment #2	77,120
Encumbered/Expended To Date	652,120
Estimated Costs for Remaining Appropriation	
Misc. Costs	12,880
Remaining Appropriation	12,880
Total Appropriation	$ 665,000

Regular City Council Meeting **7. 2.**

Meeting Date: 09/14/2021

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 43, amending the FY 2020-21 Budget for municipal purposes respecting the Lake Alan Henry Fund, Health Benefits Fund, the Storm Water Operating and Capital Funds to establish Capital Improvement Project 8667 Flood Protection Study, and the Grant Fund; to accept and appropriate funding from the U.S. Department of Transportation Federal Aviation Administration for the Airport Rescue Grant; providing for filing; and providing for a savings clause.

Item Summary

1. Amend the Lake Alan Henry Fund FY 2020-21 Operating Budget by appropriating an additional $83,000, due to increased police presence need at the Lake and increase in other operating expenses associated with increased activity at the Lake.
2. Amend the Health Benefits Fund FY 2020-21 Operating Budget by appropriating an additional $15,000 for Health Benefits Administration and $4,200,000 for Medical Benefits, due to increase in health claim costs. Funding will come from Health Benefits fund balance.
3. Amend the Storm Water Fund FY 2020-21 Operating Budget by increasing appropriation in Transfer to Capital Projects by $200,000. Funding will be from Storm Water fund balance.
4. Establish Capital Improvement Project 8667, Flood Protection Study, and appropriate funding in the amount of $200,000.
5. Accept and appropriate $6,512,424 from the U.S. Department of Transportation Federal Aviation Administration for the Airport Rescue Grant.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 43

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2020-21 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE LAKE ALAN HENRY FUND, HEALTH BENEFITS FUND, THE STORM WATER OPERATING AND CAPITAL FUND TO ESTABLISH CAPITAL IMPROVEMENT PROJECT 8667 FLOOD PROTECTION STUDY AND THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION FOR THE AIRPORT RESCUE GRANT; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

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 #43) for municipal purposes, as follows:

I. Amend the Lake Alan Henry Fund FY 2020-21 Operating Budget by appropriating an additional $83,000, due to increased police presence need at the Lake and increase in other operating expenses associated with increased activity at the Lake.
II. Amend the Health Benefits Fund FY 2020-21 Operating Budget by appropriating an additional $15,000 for Health Benefits Administration and $4,200,000 for Medical Benefits, due to increase in health claim costs. Funding will come from Health Benefits fund balance.
III. Amend the Storm Water Fund FY 2020-21 Operating Budget by increasing appropriation in Transfer to Capital Projects by $200,000. Funding will come from Storm Water fund balance.
IV. Establish Capital Improvement Project 8667, Flood Protection Study, and appropriate funding in the amount of $200,000.
V. Accept and appropriate $6,512,424 from the U.S. Department of Transportation Federal Aviation Administration for the Airport Rescue 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

ccdocs/BudgetFY2021.Amend43.ord
September 8, 2021

Regular City Council Meeting **7. 3.**

Meeting Date: 09/14/2021

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 44, amending the FY 2020-21 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of State Health Service

Item Summary

1. Accept and appropriate $498,888 from Texas Department of State Health Services for the COVID-19 CARES Act Round 4.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

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

Attachments

Ordinance

ORDINANCE NO. _____

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

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

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

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

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2020-21 (Budget Amendment #44) for municipal purposes, as follows:

I. Accept and appropriate $498,888 from Texas Department of State Health Services for the COVID-19 CARES Act Round 4.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on_____.

Passed by the City Council on second reading on_____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:

Amy Sims
Deputy City Attorney

ccdocs/BudgetFY2021.Amend44.ord
September 7, 2021

Regular City Council Meeting **7. 4.**

Meeting Date: 09/14/2021

Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider Ordinance No. 2021-O0107, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Overton Public Improvement District (PID); approving, adopting, and filing with the City Secretary the assessment roll; levying 2021 assessments for the cost of certain services and improvements to be provided in the district during FY 2021-22; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Item Summary

On August 24, 2021, a public hearing was held and the City Council approved the first reading of the ordinance.

The purpose of the public hearing is to provide the opportunity for property owners in the North Overton PID to speak in favor of, or in opposition to, the assessment to be levied in the North Overton PID for 2021. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A Notice of Public Hearing was published in the Lubbock Avalanche Journal, and notices were mailed to the property owners on Thursday, August 12, 2021, as required by statute. At or on the adjournment of the hearing on proposed assessments, the governing body of the municipality must hear and pass on any objection to the proposed assessment.

The proposed assessment rate for 2021 is $0.18 per $100 valuation. This is the same rate as 2020. All property zoned commercial and high-density residential under the City of Lubbock Zoning Ordinance, will be assessed for 2021. All property zoned single-family and two-family, will be assessed on a block-by-block basis as public improvements that will be maintained by PID funds are completed in that block.

The City Council is required to review the Service Plan annually, hold a public hearing, and adopt an ordinance setting the assessment rate for the PID. The attached ordinance reflects the proposed rate of $0.18 per $100 valuation. The revised service plan is included in the backup. Exhibit C is available for viewing in the Office of the City Secretary.

Fiscal Impact

The assessments are deposited into a separate North Overton PID fund. The funds raised by the assessment will be used to provide landscape maintenance, street and pedestrian lighting, and any other maintenance needed on projects in the District, as well as cover a portion of the costs of administering the PID. The projected assessment that will be collected for 2021, based on preliminary values, is $813,483.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer
North Overton PID Advisory Board

Attachments

Ordinance - North Overton PID 2021

ORDINANCE NO. _____

AN ORDINANCE REVIEWING CLASSIFICATIONS FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE NORTH OVERTON PUBLIC IMPROVEMENT DISTRICT; APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; CLOSING THE HEARING AND LEVYING 2021 ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING FY 2021-22; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT.

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

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

WHEREAS, On October 23, 2003, the City Council passed Resolution No. 2003-R0492, approving the Service and Assessment Plan (the "Plan"), which has been reviewed and revised each year when necessary. Exhibit B, attached hereto, contains a revised 2021 Plan for the District; and

WHEREAS, the Act requires that the City Council review the Plan; prepare a proposed assessment roll (the "Roll") and file it with the City Secretary; and schedule a public hearing to consider the proposed assessments and receive public comment on an annual basis; and

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 24, 2021, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2021 assessments within the District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired, by the calling and holding of such public hearing, to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2021 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

WHEREAS, the City Council desires to review classifications and formulas for the apportionment of the costs for the services and improvements of the property in the District, and approve, adopt and file with the City Secretary the Roll which is attached hereto as Exhibit C; and

WHEREAS, the City Council finds after review that the revised service plan and assessment plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of $0.18 per $100.00 valuation for year 2021 through 2025, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate.

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

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

SECTION 2: That the City Council after review of the Plan approves the method of assessing special benefits of services and improvements as set forth in the Plan. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Plan, each property owner in the District identified for assessments in 2021 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment. All property zoned commercial and high-density residential under the City of Lubbock Zoning Ordinance have been assessed on an annual basis beginning January 1, 2004. All single-family and duplex-zoned property are assessed on a block-by-block basis determined by the public improvements to be maintained by the District's funds which are completed and existing in that block on January 1 of each year.

SECTION 3: The City Council hereby approves, adopts and files with the City Secretary the Roll. The Roll states an estimate of the assessment against each parcel of land in the District, as determined by the method of assessment set forth in the Plan and this

Ordinance. The City Secretary shall file the Roll in the official City records. The Roll shall be subject to public inspection.

SECTION 4: That the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 24, 2021 at 5:00 p.m. in the City Council Chamber, 1314 Avenue K, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the services and improvements; (4) the boundaries of the District; and, (5) that written or oral objections will be considered at the hearing.

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

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

SECTION 7: That there shall be and is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2021 city net taxable value in the manner described in the assessment attached hereto in Exhibits B and C, shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

SECTION 8: That the several sums above mentioned and assessed against the said parcels of property and the owners thereof, and interest thereon at the rate per annum established in Section 9 together with reasonable attorney's fees and costs of collection, if incurred, are hereby declared to be and are made a first and prior lien against the

property assessed, superior to all other liens and claims except liens and claims for ad valorem taxes and is a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien shall attach on January 1 of each year to the property to secure the payment of all assessments, penalties, and interest ultimately imposed for the year on the property, whether or not the assessments are imposed in the year the lien attaches and shall be effective until the assessment is paid. The lien is perfected on attachment and perfection requires no further action by the governing body.

SECTION 9: That the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31, 2022 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent of the amount of the assessment for the first calendar month it is delinquent plus one percent for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this section as long as the assessment remains unpaid, regardless of whether a judgment for the delinquent assessment has been rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32 and 33 of the Texas Property Tax Code. The owner of the assessed property may pay at any time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

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

SECTION 11: That the assessments herein levied are made and levied under and by virtue of the terms powers and provisions of the Act, as amended.

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on_____, 2021.

Passed by the City Council on second reading on_____, 2021.

_____

DANIEL M. POPE, MAYOR

ATTEST:

_____

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____

D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____

Kelli Leisure, Assistant City Attorney

Ord. North Overton PID Assessment Ordinance 2021
August 24, 2021

EXHIBIT A

Resolution No. 2003-R0468
October 9, 2003
Item No. 75

RESOLUTION

WHEREAS, a petition has been received from the record owners of taxable real property representing more than 50 percent of the appraised value (as determined by the most recent certified appraisal roll for Lubbock County) of an area within the City of Lubbock, in North Overton generally bounded by the Marsha Sharp Freeway on the north, University Avenue on the west, Broadway on the south and the alley between Avenue R and Avenue Q on the east, AND owners of not less than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal; requesting establishment of a North Overton Public Improvement District under Section 372.005 of the Public Improvement District Assessment Act for the purpose of enhancing security and public safety, providing maintenance of landscaping in the public rights-of-way, and providing public trolley service, all in accordance with the Act; and

WHEREAS, the petition, a copy of which has been attached as Exhibit "A," was examined, verified, found to meet the requirements of Section 372.005(b) of the Texas Local Government Code, and accepted by the City Council of the City of Lubbock, Texas, (the "City"); and

WHEREAS, the boundaries of the proposed North Overton Public Improvement District within the city limits of the City of Lubbock are described in the attachment designated as Exhibit "B" and shown on the map attached hereto as Exhibit "C" ; and

WHEREAS, the City has called a public hearing to hear public comments on the advisability of the proposed public improvement district and its benefits to the City and the property in the proposed Tax Increment Financing Reinvestment Zone; and

WHEREAS, notice of such public hearing was published in the Lubbock Avalanche-Journal, a daily paper of general circulation in the City, such publication date being before the 15th day before the date of the public hearing stating the time and place of the hearing, the general nature of the proposed improvement, the estimated cost of the improvements, the boundaries of the proposed assessment district, the proposed method of assessment, and the proposed apportionment of cost between the improvement district and the city as a whole; and

WHEREAS, written notice containing the information in the published notice was mailed before the 15th day before the date of the hearing to the current addresses of

the owners, as reflected on the tax rolls, of property subject to assessment under the proposed public improvement district; and

WHEREAS, such hearing was convened at the time and place mentioned in the published notice, on the 9th day of October, 2003, at 11:15 o'clock a.m., in the Council Chamber of the City of Lubbock, Texas; and

WHEREAS, the City, at such hearing, invited any interested person, or his/her representative, to appear and speak for or against the authorization of the North Overton Public Improvement District, the boundaries of the proposed Public Improvement District, whether all or part of the territory which is described in Exhibit "B" attached hereto and depicted on the map attached hereto as Exhibit "C" should be included in such proposed North Overton Public Improvement District, the advisability of the proposed improvements, the nature of the improvements, the estimated costs of the improvements; the method of assessment, and the apportionment of the costs between the district and the city as a whole; and

WHEREAS, all owners of property located within the proposed Tax Increment Financing Reinvestment Zone and all other taxing units and other interested persons were given a reasonable opportunity at such public hearing to protest the authorization of the proposed North Overton Public Improvement District and/or the inclusion of their property in such Tax Increment Financing Reinvestment Zone; and

WHEREAS, the proponents of the North Overton Public Improvement District offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the North Overton Public Improvement District, and opponents of the North Overton Public Improvement District were given the opportunity to appear to contest authorization of the district, after which the hearing was closed; NOW THEREFORE:

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

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

SECTION 2: THAT the City Council, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

a) That the public hearing on the advisability of authorizing the North Overton Public Improvement District has been properly called, held and conducted and that notice of such hearing has been published and mailed as required by law and delivered to the current address of the owners of property subject to assessment under the proposed public improvement district.

b) That authorization of the proposed North Overton Public Improvement District with boundaries as described in Exhibits "B" and "C" for the purpose of enhancing security and public safety, providing maintenance of landscaping in the public rights-of-way, and providing public trolley service is advisable and will result in benefits to the City, its residents, and property owners, in general, and to the property, residents and property owners in the North Overton Public Improvement District.

c) That the total estimated cost of services and improvements proposed to be provided by the District is approximately $852,000 over the next five (5) years, and that the estimated annual cost rises from $86,100 in the first year to $254,700 in year five (5).

d) That the costs are based on a proposed assessment rate of $.15 per $100.00 of valuation through year 2010, decreasing to $0.10 per $100.00 of valuation in year 2011. Assessments to cover estimated costs of enhanced services and improvements are proposed to be applied to newly developed areas during the early years and during the later years will be applied to currently existing properties as enhanced services and improvements are completed in the blocks containing those properties.

e) That as to apportionment of cost between the proposed District and the city, all costs for proposed improvements will be paid by the District through assessments.

SECTION 3. That the City hereby authorizes, under Sections 372.006, 372.010, and 372.041 of the Act, a public improvement district over the area described in Exhibit "B" attached hereto and depicted in the map attached hereto as Exhibit "C" and such public improvement district shall hereafter be identified as the North Overton Public Improvement District, City of Lubbock, Texas.

SECTION 4: That the City Council shall be the governing board for the North Overton Public Improvement District.

SECTION 5: That notice of this authorization for the North Overton Public Improvement District shall be published in a newspaper of general circulation in the city.

SECTION 6: That if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

PASSED by the City Council this 9th day of October, 2003.

T.J. PATTERSON,
SENIOR COUNCIL MEMBER

ATTEST:

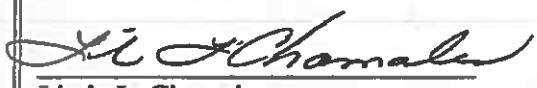
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Craig Farmer, Managing Director
of Planning and Transportation

EXHIBIT A

APPROVED AS TO FORM:



Linda L. Chamales
Supervising Attorney, Office Practice

LC:/Cityatt/Linda/NO PID findingz
October 9, 2003

Exhibit "A"

PETITION TO CREATE THE NORTH OVERTON PUBLIC IMPROVEMENT DISTRICT

TO THE HONORABLE MAYOR AND MEMBERS OF THE LUBBOCK CITY COUNCIL:

The undersigned ("Petitioners") who are the owners of real property in the hereinafter described District respectfully file this petition (the "Petition") requesting the City Council of Lubbock, Texas to find that the following District is advisable and necessary and would promote the interests of the City and to establish the public improvement district in accordance with Chapter 372 of the Texas Local Government Code (the "Act").

_____ _____
Signature of person signing for owner Date

Printed name of owner _____

Owner's printed name, if different from signer _____

Signer's relation to owner, if not owner _____

Signers mailing address _____

_____

Signer's day time phone number (____) _____

By executing this petition, the foregoing person represents and warrants that he or she is authorized to execute the Petition on behalf of the property owner named above. The property(-ies) of the owner are located at the following address(es) within the District or at the addresses within the District listed on the attached sheet.

_____
Property Address(es)

STATE OF TEXAS (SPECIFIY IF OTHER) §
§
COUNTY OF LUBBOCK (SPECIFY IF OTHER) §

This instrument was ACKNOWLEDGED before me this ___ day of _____, 2002 by _____.

_____
Notary Pubic, State of Texas [Seal]

Printed name of Notary Public _____
My Commission expires _____

Please return the signed, notarized petition to:
Rob Allison, Business and Neighborhood Development Manager,
City of Lubbock, P O Box 2000, Lubbock, TX 79457.

EXHIBIT A

NORTH OVERTON PUBLIC IMPROVEMENT DISTRICT (PID)

The proposed North Overton Public Improvement District (PID) generally covers the same boundary as the Tax Increment Financing District, but is slightly smaller as shown on the attached map. The purpose of the PID is to enhance and maintain landscaping and public improvements within the street rights-of-way, provide increased security within the PID area, and also potentially provide for a trolley shuttle service.

A PID is funded by a small assessment based on the value of each property within the PID. This assessment will generate sufficient funds to pay the projected expenses of the PID. As an example, with an assessment of $0.10 per $100 valuation, an owner with a property valued at $100,000 would pay an assessment of only $100 per year for the increased landscaping and public improvement maintenance, enhanced security, and trolley service. It is expected that the assessment rate would be no more than $0.10 per $100 valuation, and maybe less.

A PID is initiated by property owners within the proposed PID boundary, indicated by their signing a petition requesting that the City create the PID. The petition is sufficient if it is signed by the owners of at least 50% of the appraised value of property within the PID boundary, and owners of either of the following: at least 50% of the area of all property within the proposed PID boundary, or, at least 50% of the number of properties within the proposed PID boundary. An advisory body may be established to develop and recommend an improvement plan to the City Council.

In addition to a petition signed by the sufficient number of owners, a five-year initial Service Plan must be prepared which outlines (among other things) the proposed services to be provided, management of the district, and the proposed method of assessment and apportionment of costs required to fund those services. Following submission of the petition and Five-year Service Plan, the City Council then holds a public hearing to discuss and receive comments regarding establishment of the PID. Each property owner within the proposed PID will receive written notification of this public hearing.

At a subsequent meeting, the City Council then approves a Resolution which establishes the PID, the proposed services and costs, and the method of assessment. Normally, a majority vote of Council is satisfactory.

The PID approval process normally takes about 4-5 months after submission of the petition to the City. Based on this time requirement, it is expected that if approved, the North Overton PID would take effect July 1, 2003.

North Overton Public Improvement District
Proposed Boundary Description
Exhibit B

Beginning at the northwest corner of the intersection of 10th Street and University Avenue;

Then north along the western right-of-way of University Avenue to the southern right-o-way of the alley between 4th Street and 5th Streets;

Then east along the southern boundary of the alley between 4th and 5th Streets approximately 350 feet then north approximately 100 feet, then east approximately 150 feet, then south approximately 31 feet, then east approximately 100 feet to the western right-of-way of Avenue X (the western and northern boundaries of a parcel currently described as Overton, Block 133, the south 50'of Lot 1 and 2 and the south 81' of Lot 3 through 5);

Then south along the western right-of-way of Avenue X approximately to the southwest corner of the intersection of the alley between 4th and 5th Streets and Avenue X;

Then east along the southern boundary of the alley between 4th & 5th Streets to the southeast corner of the alley intersection at Avenue W;

Then north approximately 100 feet then east approximately 600 feet to the western right-of-way of Avenue V (the western and north boundaries of two parcels currently described as Overton, Block 64, south 78.8' of Lots 1-6 and Block 64, south 78.8' of Lots 7-12);

Then south along the western right-of-way of Avenue V to the southwest corner of the intersection of Avenue U and 5th Street;

Then east along the southern right-of-way of 5th Street to the southeast corner of the intersection of Avenue U and 5th Street;

Then north along the eastern right-of-way of Avenue U to the southeast corner of the intersection of the alley between 4th and 5th Streets;

Then east along the southern boundary of the alley to the southwest corner of the intersection of the alley and Avenue R;

Then south along the west right-of-way of Avenue R to the southwest corner of the intersection of 5th Street and Avenue R;

Then east along the southern right-of-way of 5th Street to the southwest corner of the right-of-way of the alley between Avenue R and Avenue Q;

Then south along the western right-of-way of the alley between Avenue R and Avenue Q to the northern right-of-way of 6th Street;

Then west to the northwest corner of the intersection of 6th Street and Avenue R;

Then south along the west right-of-way of Avenue R to the southwest corner of the intersection of 7th Street and Avenue R;

Then east to the western right-of-way of the alley between Avenue R and Avenue Q;

Then south along the western right-of-way of the alley between Avenue R and Avenue Q to the southwest corner of the intersection of the alley and 10th Street;

Then south approximately 150 feet (along the eastern boundary of a parcel currently described as Overton, Block 118, Lots 10 thru 12)

Then west approximately 1,200 feet to the northwest corner of the alley between 10th and Main Streets at Avenue T;

Then south to the northwest corner of the intersection of Avenue T and Main Street;

Then west to the northwest corner of the intersection of Avenue U and Main Street;

Then south to the northwest corner of the intersection of the alley between Main Street and Broadway and Avenue U;

Then west along the northern right-of-way of the alley between Main Street and Broadway to the eastern right-of-way of Avenue W;

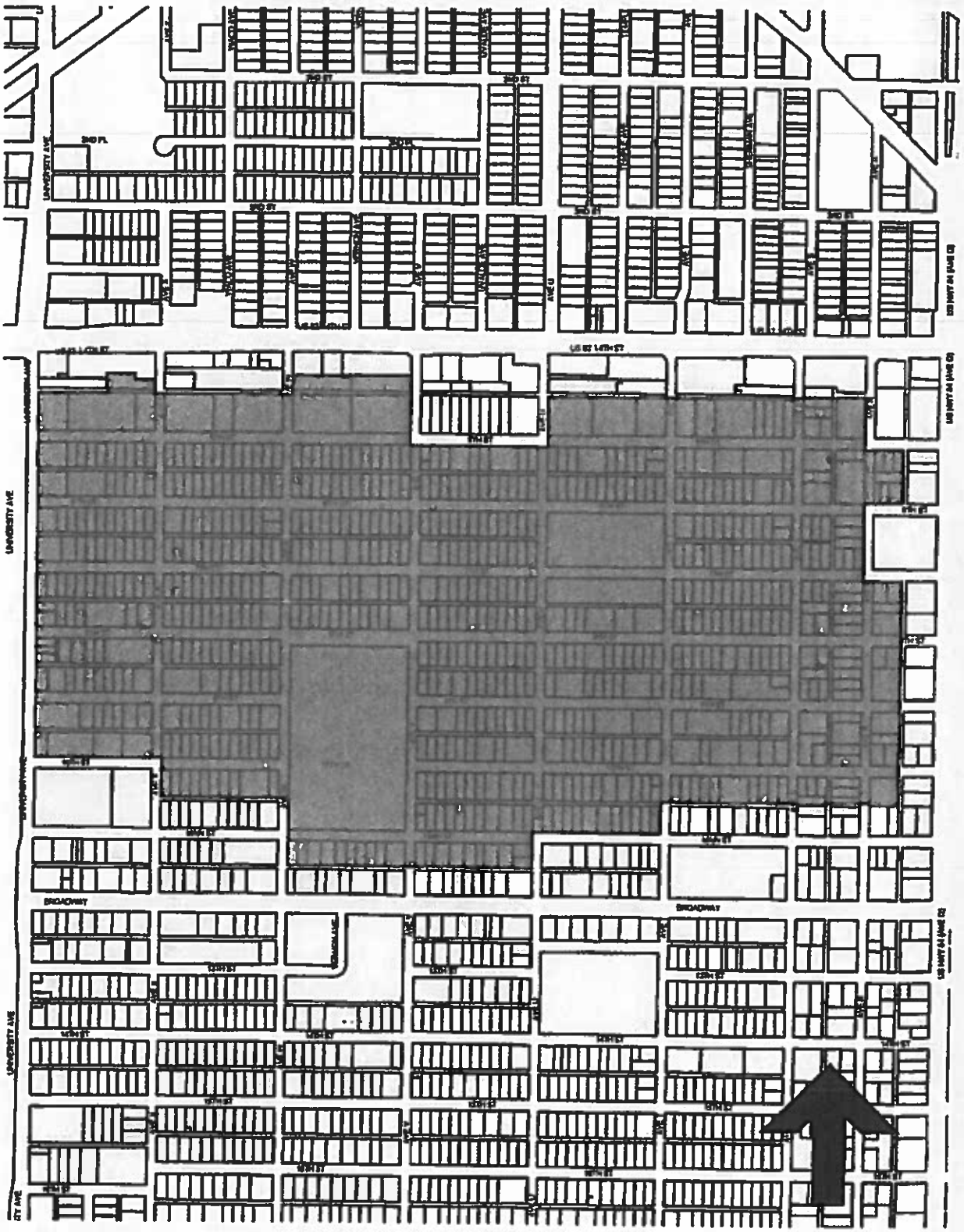
Then north to a point parallel to the northern right-of-way of the alley between Main Street and 10th Street,

Then west along the northern boundary of the alley to the eastern right-of-way of Avenue X,

Then north to the northeast corner of Avenue X and 10th Street;

Then west to the point of beginning.

EXHIBIT A Resolution No. 2003-R0468



Public Improvement District Boundary

North Overton Public Improvement District
June 2003 Exhibit C

EXHIBIT B
City of Lubbock, TX
Finance Department
North Overton PID 2021 Service and Assessment Plan

Method of Assessment

* Properties will be assessed based on the City's 2021 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04. Exhibit D reflects an estimation of assessments based on the preliminary 2021 values, however, the actual assessment will be based on the final 2021 net taxable values.

* Assessment will be $0.18/$100.00 valuation.

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

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

Service Plan

	Budget	Proposed					
Tax Year	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Totals**
Property Values (Taxable) *	471,930,227	475,721,089	480,478,300	485,283,083	490,135,914	495,037,273	495,037,273
Discounted Property Values	448,333,716	451,935,035	456,454,385	461,018,929	465,629,118	470,285,409	470,285,409
Fiscal Year Revenues	**2020-21**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**Totals***
Interest Earnings	$ 20,249	18,863	24,753	25,236	25,637	25,950	$ 140,688
Assessment @ $0.18	807,001	813,483	821,618	829,834	838,132	846,514	4,956,582
Total	**$ 827,250**	**832,346**	**846,371**	**855,070**	**863,769**	**872,464**	**$ 5,054,337**
Expenses							
Security	$ 50,000	50,000	51,000	52,020	53,060	54,122	$ 310,202
Maintenance	466,000	516,000	516,000	526,320	536,846	547,583	3,108,750
Repairs/Replacements	100,000	100,000	102,000	102,000	102,000	102,000	608,000
Public Improvement Projects	30,000	20,000	20,400	20,808	21,224	21,649	134,081
Electric	40,000	20,000	20,400	20,808	21,224	21,649	144,081
Water	65,000	65,000	66,300	67,626	68,979	70,358	403,263
Administrative Costs	12,586	22,427	22,876	23,333	23,800	24,276	129,297
Annual Operating Cost	13,624	14,857	15,154	15,457	15,766	16,082	90,940
Total	**$ 777,210**	**808,284**	**814,130**	**828,372**	**842,900**	**857,718**	**$ 4,928,614**
Cash Reserve	**$ 1,626,123**	**1,650,185**	**1,682,426**	**1,709,124**	**1,729,993**	**1,744,739**	**$ 1,744,739**

Assessment Information for $100,000 Home **$ 180.00**

EXHIBIT B
2021 Service and Assessment Plan

Sec. 5.014. NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT. (a) A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, shall first give to the purchaser of the property the [~~a~~] written notice prescribed by Subsection (a-1) or (a-2), as applicable.

(a-1) Except for the notice prescribed by Subsection (a-2), the notice required by Subsection (a) shall be executed by the seller and must, except as provided by Subsection (b), read as follows:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO (insert name of municipality or county levying assessment), TEXAS CONCERNING THE FOLLOWING PROPERTY
(insert property address)

As the [~~a~~] purchaser of the real property described above, you are obligated to pay assessments [~~an assessment~~] to (insert name of [~~a~~] municipality or county, as applicable), Texas, for the costs of a portion of a public [~~an~~] improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within (insert name of public improvement district) (the "District") created under (insert Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable).

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from (insert name of municipality or county, as applicable). The exact amount of each annual installment will be approved each year by (insert name of city council or county commissioners court, as applicable) in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from (insert name of [~~the~~] municipality or county, as applicable).

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date: _____ _____

Signature of Purchaser

(a-2) For a district described by Section 372.0035, Local Government Code, the notice required by Subsection (a) shall be executed by the seller and must, except as provided by Subsection (b), read as follows:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO (insert name of municipality levying assessment), TEXAS CONCERNING THE FOLLOWING HOTEL PROPERTY
(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to (insert name of municipality), Texas, for the costs of a portion of a public improvement or services project (the "Authorized Services") undertaken for the benefit of the property within (insert name of public improvement district) (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED SERVICES, WHICH MUST BE PAID IN FULL WITH EVERY PAYMENT BY THE HOTEL OF LOCAL HOTEL OCCUPANCY TAX REMITTANCES TO THE MUNICIPALITY. YOUR FAILURE TO PAY THE ASSESSMENT MAY RESULT IN PENALTIES AND INTEREST BEING ADDED TO WHAT YOU OWE, AND MAY INCLUDE THE PURSUIT OF ANY OTHER REMEDY THAT IS AUTHORIZED UNDER SECTION 372.0035(d), LOCAL GOVERNMENT CODE.

Information about the calculation of the assessment may be obtained from (insert name of the municipality). The exact assessment rate will be approved each year by (insert name of city council) in the annual service plan update for the district. More information about the assessments, including the assessment rate and due dates, may be obtained from (insert name of municipality).

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date: _____ _____

Signature of Purchaser

(b) The seller or the municipality or county that created the public improvement district may provide additional information regarding the district in the notice prescribed by Subsection (a-1) or (a-2), including whether an assessment has been levied, the amount of the assessment, and the payment schedule for assessments.

(c) This section does not apply to a transfer:

(1) under a court order or foreclosure sale;

(2) by a trustee in bankruptcy;

(3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;

(4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;

(5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;

(6) from one co-owner to another co-owner of an undivided interest in the real property;

(7) to a spouse or a person in the lineal line of consanguinity of the seller;

(8) to or from a governmental entity; or

(9) of only a mineral interest, leasehold interest, or security interest.

(d) For the purposes of this section, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring notice

Regular City Council Meeting **7. 5.**

Meeting Date: 09/14/2021

Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider Ordinance No. 2021-O0108, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Point Public Improvement District (PID); approving, adopting, and filing with the City Secretary the assessment roll; levying 2021 assessments for the cost of certain services and improvements to be provided in the district during FY 2021-22; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Item Summary

On August 24, 2021, a public hearing was held, and the City Council approved the first reading of the ordinance.

The purpose of the public hearing is to provide the opportunity for property owners in the North Point PID to speak in favor of, or in opposition to, the assessment to be levied in the North Point PID for 2021. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A Notice of Public Hearing was published in the Lubbock Avalanche Journal, and notices were mailed to the property owners on Thursday, August 12, 2021, as required by the statute. At or on the adjournment of the hearing on proposed assessments, the governing body of the municipality must hear and pass on any objections to the proposed assessment.

The proposed assessment rate for 2021 is $0.14 per $100 valuation. This is the same rate as 2020. All property will be assessed for 2021.

The City Council is required to review the Service and Assessment Plan annually, hold a public hearing, and adopt an ordinance setting the assessment rate for the PID. The attached ordinance reflects the proposed rate of $0.14 per $100 valuation. The revised service and assessment plan is included in the backup. Exhibit C to the ordinance is available for viewing in the Office of the City Secretary.

Fiscal Impact

The funds raised by the assessment will be used to provide landscape maintenance on the common areas on North Slide and adjacent right-of-way, maintain a walking trail, repair and replace amenities, enhance and maintain amenities at the entry stations, lighting, and any other maintenance needed in the District, as well as cover a portion of the costs of administering the PID. The projected assessment that will be collected for 2021, based on estimated values, is $256,048.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer
North Point PID Advisory Board

Attachments

Ordinance - North Point PID 2021

ORDINANCE NO. _____

AN ORDINANCE REVIEWING CLASSIFICATIONS FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE NORTH POINT PUBLIC IMPROVEMENT DISTRICT; APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; CLOSING THE HEARING AND LEVYING 2021 ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING FY 2021-22; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT.

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

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

WHEREAS, On November 18, 2004 the Lubbock City Council passed Resolution 2004-R0564, approving the Service and Assessment Plan (the "Plan") for the District, which has been reviewed and revised each year when necessary. Exhibit B, attached hereto, contains an updated Plan for the District; and

WHEREAS, the Act requires that the City Council review the Plan; prepare a proposed assessment roll and file it with the City Secretary; and, schedule a public hearing to consider the proposed assessments and receive public comment on an annual basis; and

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 24, 2021, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2021 assessments within the District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired by the calling and holding of such public hearing to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2021 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

WHEREAS, the City Council desires to review classifications and formulas for the apportionment of the costs for services and improvements of the property in the District,

and approve, adopt and file with the City Secretary an updated Assessment Roll (the "Roll" which is attached hereto as Exhibit C; and

WHEREAS, the City Council finds after review that the Plan and Roll are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of $.14 per $100.00 of net taxable value through year 2025, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate.

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

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

SECTION 2: That the City Council, after review of the Plan, approves the method of assessing special benefits of services and improvements set forth in the Plan. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Plan, each property owner in the District identified for assessments in 2021 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment.

SECTION 3: The City Council hereby approves, adopts and files with the City Secretary the Roll. The Roll states an estimate of the assessment against each parcel of land in the District, as determined by the method of assessment set forth in the Plan and this Ordinance. The City Secretary shall file the Roll in the official City records. The Roll shall be subject to public inspection.

SECTION 4: That the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 24, 2021 at 5:00 p.m. in the City Council Chamber, 1314 Avenue K, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the services and improvements; (4) the boundaries of the District; and, (5) that written or oral objections will be considered at the hearing.

SECTION 5: That the City Council finds that City staff mailed to the owners of property liable for assessment notice of the hearing as the ownership appears on the City tax roll. The notice contained the information required by the Act. The notice was mailed before the 10th day before the date of the hearing to the last known

address of the property owner on the City tax roll. The failure of the property owner to receive notice does not invalidate the proceeding.

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

SECTION 7: That there shall be and is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2021 city net taxable value in the manner described in the assessment attached hereto in Exhibits B and C shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

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

SECTION 9: That the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31, 2022 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent of the amount of the assessment for the first calendar month it is delinquent plus one percent for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this

section as long as the assessment remains unpaid, regardless of whether a judgment for the delinquent assessment has been rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32, and 33 of the Texas Property Tax Code. The owner of the assessed property may pay at any time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

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

SECTION 11: That the assessments herein levied are made and levied under and by virtue of the terms powers and provisions of the Act, as amended.

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on_____, 2021.

Passed by the City Council on second reading on_____, 2021.

_____

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

EXHIBIT A

Resolution No. 2004-R0543
October 28, 2004
Item No. 52

RESOLUTION

WHEREAS, a petition has been received from the record owners of taxable real property representing more than 50 percent of the appraised value (as determined by the most recent certified appraisal roll for Lubbock County) of an area within the City of Lubbock, generally covering the area between Erskine and Ursuline, and between North Quaker to a line east of Frankford and containing approximately 543 acres, AND owners of not less than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal; requesting establishment of a North Point Public Improvement District under Section 372.005 of the Public Improvement District Assessment Act for the purpose of maintaining the common areas on North Slide and adjacent right of way, creating and maintaining the common areas on North Slide and adjacent right of way, creating and maintaining a green space located under a utility easement, and enhancing and maintaining amenities in the entry stations on North Slide Road , all in accordance with the Act; and

WHEREAS, the petition, a copy of which has been attached as Exhibit "A," was examined, verified, found to meet the requirements of Section 372.005(b) of the Texas Local Government Code, and accepted by the City Council of the City of Lubbock, Texas, (the "City"); and

WHEREAS, the boundaries of the proposed North Point Public Improvement District within the city limits of the City of Lubbock are described in the attachment designated as Exhibit "B" and shown on the map attached hereto as Exhibit "C"; and

WHEREAS, the City has called a public hearing to hear public comments on the advisability of the proposed public improvement district and its benefits to the City and the property in the proposed Tax Increment Financing Reinvestment Zone; and

WHEREAS, notice of such public hearing was published in the Lubbock Avalanche-Journal, a daily paper of general circulation in the City, such publication date being before the 15th day before the date of the public hearing stating the time and place of the hearing, the general nature of the proposed improvement, the estimated cost of the improvements, the boundaries of the proposed assessment district, the proposed method of assessment, and the proposed apportionment of cost between the improvement district and the city as a whole; and

WHEREAS, written notice containing the information in the published notice was mailed before the 15th day before the date of the hearing to the current addresses of the owners, as reflected on the tax rolls, of property subject to assessment under the proposed public improvement district; and

WHEREAS, such hearing was convened at the time and place mentioned in the published notice, on the 28th day of October, 2004, at 10:45 o'clock a.m., in the Council Chamber of the City of Lubbock, Texas; and

WHEREAS, the City, at such hearing, invited any interested person, or his/her representative, to appear and speak for or against the authorization of the North Point Public Improvement District, the boundaries of the proposed Public Improvement District, whether all or part of the territory which is described in Exhibit "B" attached hereto and depicted on the map attached hereto as Exhibit "C" should be included in such proposed North Point Public Improvement District, the advisability of the proposed improvements, the nature of the improvements, the estimated costs of the improvements; the method of assessment, and the apportionment of the costs between the district and the city as a whole; and

WHEREAS, all owners of property located within the proposed Public Improvement District and all other taxing units and other interested persons were given a reasonable opportunity at such public hearing to protest the authorization of the proposed North Point Public Improvement District and/or the inclusion of their property in such Public Improvement District; and

WHEREAS, the proponents of the North Point Public Improvement District offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the North Point Public Improvement District, and opponents of the North Point Public Improvement District were given the opportunity to appear to contest authorization of the district, after which the hearing was closed; NOW THEREFORE:

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

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

SECTION 2: THAT the City Council, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

a) That the public hearing on the advisability of authorizing the North Point Public Improvement District has been properly called, held and conducted and that notice of such hearing has been published and mailed as required by law and delivered to the current address of the owners of property subject to assessment under the proposed public improvement district.

b) That authorization of the proposed North Point Public Improvement District with boundaries as described in Exhibits "B" and "C" for the purpose of maintaining the common areas on North Slide and adjacent right of way, creating and maintaining a green space located under a utility easement, and enhancing and maintaining amenities in the entry stations of North Slide Road is advisable and will result in benefits to the City, its residents, and property owners, in general, and to the property, residents and property owners in the North Point Public Improvement District.

c) That the total estimated cost of services and improvements proposed to be provided by the District is approximately $430,352.00 over the next five (5) years, and that the estimated annual cost rises from $15,456.00 in the second year to $209,489.00 in year five (5).

d) That the costs are based on a proposed assessment rate of $0.14 per $100.00 of valuation through year 2010, decreasing to $0.04 per $100.00 of valuation in year 2011. Assessments to cover estimated costs of enhanced services and improvements are proposed to be applied to newly developed areas during the early years and during the later years will be applied to currently existing properties as enhanced services and improvements are completed in the blocks containing those properties.

e) That as to apportionment of cost between the proposed District and the city, all costs for proposed improvements will be paid by the District through assessments.

SECTION 3. That the City hereby authorizes, under Sections 372.006, 372.010, and 372.041 of the Act, a public improvement district over the area described in Exhibit "B" attached hereto and depicted in the map attached hereto as Exhibit "C" and such public improvement district shall hereafter be identified as the North Point Public Improvement District, City of Lubbock, Texas.

SECTION 4: That the City Council shall be the governing board for the North Point Public Improvement District.

SECTION 5: That notice of this authorization for the North Point Public Improvement District shall be published in a newspaper of general circulation in the city.

SECTION 6: That if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

PASSED by the City Council this **28th** day of October, 2004.

TOM MARTIN, MAYOR PRO TEM

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Craig Farmer, Managing Director
of Planning and Transportation

APPROVED AS TO FORM:

for John M. Knight
Assistant City Attorney

JK:/Cityatt/John/PID findings.resolution-north point
October 19, 2004

EXHIBIT A

SAMPLE

Resolution No. 2004-R0543
October 28, 2004
Item No. 52

PETITION TO CREATE THE NORTH POINT PUBLIC IMPROVEMENT DISTRICT

TO THE HONORABLE MAYOR AND MEMBERS OF THE LUBBOCK CITY COUNCIL:

The undersigned ("Petitioners") who are the owners of real property in the hereinafter described District respectfully file this petition (the "Petition") requesting the City Council of Lubbock, Texas to find that the following District is advisable and necessary and would promote the interests of the City and to establish the public improvement district in accordance with Chapter 372 of the Texas Local Government Code (the "Act").

Signature of person signing for owner	Date
Printed name of owner	SIERRA PLATEAU LTD
Owner's printed name, if different from signer	
Signer's relation to owner, if not owner	
Signers mailing address	
Signer's day time phone number	( )

By executing this petition, the foregoing person represents and warrants that he or she is authorized to execute the Petition on behalf of the property owner named above. The property(-ies) of the owner are located at the following address(es) within the District or at the addresses within the District listed on the attached sheet.

5240 ITASCA ST,
LUBBOCK, TX 79416

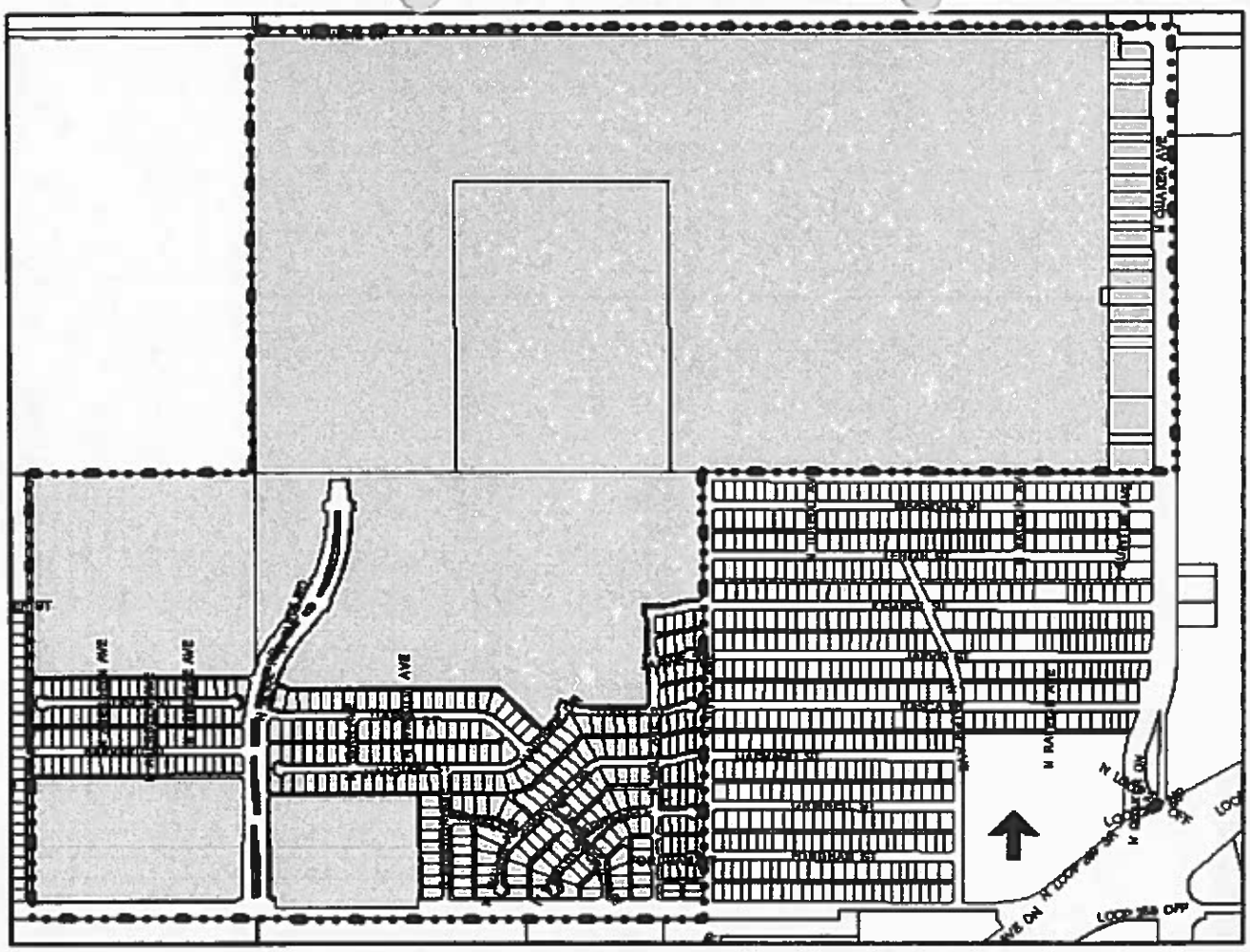
Property Address(es)

Please return the signed petition by August 9, 2004 to:
Rob Allison, Business and Neighborhood Development Manager,
City of Lubbock, P O Box 2000, Lubbock, TX 79457.

R301711
Located at: 5240 ITASCA ST, LUBBOCK, TX 79416
SIERRA PLATEAU LTD
7170 W WIND DR STE 101, EL PASO, TX 79912-1744

Exhibit "A"

EXHIBIT A Resolution No. 2004-R0543



Proposed North Pointe Public Improvement District
October 2004

EXHIBIT A Resolution No. 2004-R0543

NORTH POINT PUBLIC IMPROVEMENT DISTRICT (PID)

The proposed North Point Public Improvement District (PID) generally covers the area between Erskine and Ursuline, and between North Quaker to a line east of Frankford. This area is approximately 543 acres. The proposed boundaries are shown on the attached map. The purpose of the PID is to maintain the common areas on North Slide and adjacent right of way; creating and maintaining a green space located under a utility easement; and enhancing and maintaining amenities in the entry stations on Slide Road.

A PID is funded by a small assessment based on the value of each property within the PID. This assessment will generate sufficient funds to pay the projected expenses of the PID. As an example, with an **assessment of $0.14 per $100 valuation,** an owner with a property valued at $100,000 would pay an assessment of **only $140 per year** for maintaining the public improvement areas. It is expected that the assessment rate would be no more than $0.14 per $100 valuation, and may be less.

A PID is initiated by property owners within the proposed PID boundary, indicated by their signing a petition requesting that the City create the PID. The petition is sufficient if it is signed by the owners of at least 50% of the appraised value of property within the PID boundary, and owners of either of the following: at least 50% of the area of all property within the proposed PID boundary, or, at least 50% of the number of properties within the proposed PID boundary.

In addition to a petition signed by the sufficient number of owners, a five-year initial Service Plan must be prepared which outlines (among other things) the proposed services to be provided and the proposed method of assessment required to fund those services. Following submission of the petition and Five-year Service Plan, the City Council holds a public hearing to discuss and receive comments regarding establishment of the PID. Each property owner within the proposed PID will receive written notification of this public hearing.

At a subsequent meeting, the City Council then approves a Resolution which establishes the PID, the proposed services and costs, and the method of assessment. Normally, a majority vote of Council is satisfactory. However, if there is a written protest signed by 20% of the owners, approval will require a 2/3 vote of the Council.

The PID approval process normally takes about 4-5 months after submission of the petition to the City. Based on this time requirement, it is expected that if approved, the North Point PID would take effect **January 1, 2005. The assessment would be available for review on October 1, 2004.**

EXHIBIT A

Resolution No. 2004-R0543
October 28, 2004
Item No. 52

NORTH POINTE PID

Proposed Revenue/Expense Worksheet

	2004	2006	2006	2007	2008	2009	2010	2011	2012	2013	Totals
REVENUE											
Property Values*	13,800,000	57,376,000	128,023,520	187,043,990	249,284,870	297,770,568	303,725,979	309,800,499	315,996,509	322,316,439	322,316,439
Discounted Property Values	11,040,000	45,900,800	100,818,816	149,635,192	199,427,896	238,216,454	242,980,783	247,840,399	252,797,207	257,853,151	257,853,151
Assessment @ $0.14	-	-	15,456	64,291	141,146	209,489	279,199	-	-	-	709,552
Assessment @ $0.04	-	-	-	-	-	-	-	95,297	97,192	99,136	291,615
Total	-	-	15,456	64,291	141,146	209,489	279,199	95,297	97,192	99,136	1,001,167
Expense--SK											
Slide Road - right of way & median maintenance											
South of power lines, 5.75 acres @ $2,356	-	-	13,572	14,149	14,432	14,721	15,015	15,316	15,622	15,935	118,063
South of power lines (developer)	-	13,800	-	-	-	-	-	-	-	-	13,800
North of power lines, 1.50 acres @ $2,356	-	-	1,584	3,714	3,788	3,864	3,941	4,020	4,100	4,182	29,193
North of power lines (developer)	-	3,800	2,088	-	-	-	-	-	-	-	5,888
Rotation of color (3 rotations)	-	-	-	12,485	12,734	12,989	13,248	13,514	13,784	14,060	92,815
Rotation of color (developer)		12,000	12,240	-	-	-	-	-	-	-	24,240
Neighborhood Entry Stations (2)											
General Maintenance (3 rotations of color)	-	-	-	6,242	6,367	6,495	6,624	6,757	6,892	7,030	46,408
General Maintenance (developer)	-	6,000	6,120	-	-	-	-	-	-	-	12,120
Hike & Bike Trails under utility easement											
50 ft. wide linear track, 17.5 acres @ $2,356	-	-	-	27,071	43,139	44,001	44,881	45,779	46,694	47,628	299,791
50 ft. wide linear track (developer)	-	40,850	41,483	14,821	-	-	-	-	-	-	98,734
Capital Outlay											
Constr. of trail, 63,360 sq. ft. @ $3.50 = $221,760	-	221,760	-	-	-	-	-	-	-	-	221,760
Reimbursement from developer	-	(287,810)	(61,911)	(14,821)	-	-	-	-	-	-	(374,142)
Reimburse developer for expenses					80,896	127,419	186,037				374,142
Total	-	-	15,456	64,291	141,146	209,489	289,749	85,385	87,993	88,835	991,413
Cash Reserves	-	-	0	(0)	(0)	0	9,452	19,363	28,453	39,754	39,754

*Property Value growth rate = 2% annually
**Expense growth rate = 2% annually

ASSESSMENT INFORMATION		
2004-2010		
Assessment per $100,000	$	140.00
2011-2013		
Assessment per $100,000	$	40.00

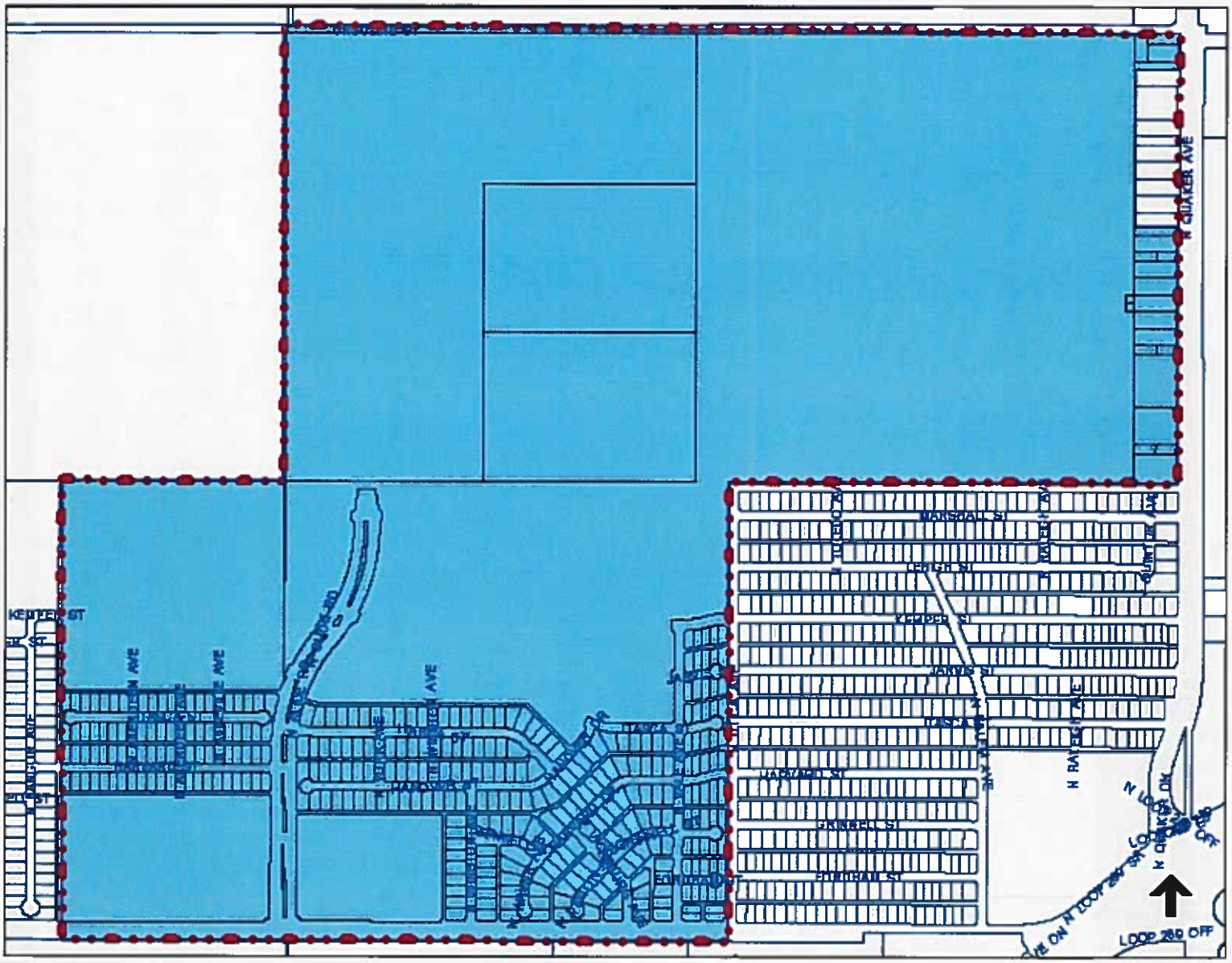
EXHIBIT A

Exhibit "B"

Resolution No. 2004-R0543
October 28, 2004
Item No. 52

An area within the City of Lubbock, generally covering the area between Erskine and Ursuline, and between North Quaker to a line east of Frankford and containing approximately 543 acres, as shown in Exhibit C.

EXHIBIT A
Exhibit "C"



Proposed North Pointe Public Improvement District
October 2004 (Revised Boundary)

EXHIBIT B
City of Lubbock, TX
Finance Department
North Point PID Proposed 2021 Service and Assessment Plan

Method of Assessment

* Properties will be assessed based on the City's 2021 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
* Assessment rate will be $0.14/$100 valuation.
* All property will be assessed based on the final 2021 "net taxable value".

Service Plan

	Budget	Proposed					
Tax Year	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Totals**
Property Values* (Taxable)	183,205,597	192,517,520	196,367,870	200,295,228	204,301,132	208,387,155	208,387,155
Discounted Property Values	164,885,037	182,891,644	186,549,477	190,280,466	194,086,076	197,967,797	197,967,797
Fiscal Year Revenues	**2020-21**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**Totals^**
Interest	$ 8,379	7,880	10,443	10,738	11,040	11,349	$ 59,828
Assessment @ $0.14	230,839	256,048	261,169	266,393	271,721	277,155	1,563,325
Total	**$ 239,218**	**263,928**	**271,612**	**277,130**	**282,760**	**288,504**	**$ 1,880,595**
Expense							
Maintenance	$ 104,000	104,000	106,080	108,202	110,366	112,573	$ 645,220
(Maintenance of right-of-way, median, and walking track)				-			
Repair and Replacement of Public Improvements	7,210	10,000	10,200	10,404	10,612	10,824	59,250
Public Improvement Projects	100,000	100,000	102,000	104,040	106,121	108,243	620,404
Electric Cost	7,725	8,741	8,916	9,094	9,276	9,462	53,214
Water Cost	5,430	-	-	-	-	-	5,430
Administrative Costs	8,215	13,165	13,428	13,697	13,971	14,250	76,726
Annual Operating Cost	11,406	11,111	11,333	11,560	11,791	12,027	69,228
(Notices, Public Hearings, Collection Costs, Advisory Group meeting costs, postage, office supplies, Maint PT)							
Total	**$ 243,987**	**247,017**	**251,957**	**256,996**	**262,136**	**267,379**	**$ 1,529,473**
Cash Reserve	**$ 679,289**	**696,200**	**715,854**	**735,988**	**756,612**	**777,737**	**$ 777,737**

*Property Value growth rate = 2% annually

Assessment Information for 100,000 home **$ 140.00**

EXHIBIT B
2021 Service and Assessment Plan

Sec. 5.014. NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT. (a) A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, shall first give to the purchaser of the property the [~~a~~] written notice prescribed by Subsection (a-1) or (a-2), as applicable.

(a-1) Except for the notice prescribed by Subsection (a-2), the notice required by Subsection (a) shall be executed by the seller and must, except as provided by Subsection (b), read as follows:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO (insert name of municipality or county levying assessment), TEXAS CONCERNING THE FOLLOWING PROPERTY
(insert property address)

As the [~~a~~] purchaser of the real property described above, you are obligated to pay assessments [~~an assessment~~] to (insert name of [~~a~~] municipality or county, as applicable), Texas, for the costs of a portion of a public [~~an~~] improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within (insert name of public improvement district) (the "District") created under (insert Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable).

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from (insert name of municipality or county, as applicable). The exact amount of each annual installment will be approved each year by (insert name of city council or county commissioners court, as applicable) in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from (insert name of [~~the~~] municipality or county, as applicable).

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date: _____ _____

Signature of Purchaser

(a-2) For a district described by Section 372.0035, Local Government Code, the notice required by Subsection (a) shall be executed by the seller and must, except as provided by Subsection (b), read as follows:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO (insert name of municipality levying assessment), TEXAS CONCERNING THE FOLLOWING HOTEL PROPERTY
(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to (insert name of municipality), Texas, for the costs of a portion of a public improvement or services project (the "Authorized Services") undertaken for the benefit of the property within (insert name of public improvement district) (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED SERVICES, WHICH MUST BE PAID IN FULL WITH EVERY PAYMENT BY THE HOTEL OF LOCAL HOTEL OCCUPANCY TAX REMITTANCES TO THE MUNICIPALITY. YOUR FAILURE TO PAY THE ASSESSMENT MAY RESULT IN PENALTIES AND INTEREST BEING ADDED TO WHAT YOU OWE, AND MAY INCLUDE THE PURSUIT OF ANY OTHER REMEDY THAT IS AUTHORIZED UNDER SECTION 372.0035(d), LOCAL GOVERNMENT CODE.

Information about the calculation of the assessment may be obtained from (insert name of the municipality). The exact assessment rate will be approved each year by (insert name of city council) in the annual service plan update for the district. More information about the assessments, including the assessment rate and due dates, may be obtained from (insert name of municipality).

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date: _____ _____

Signature of Purchaser

(b) The seller or the municipality or county that created the public improvement district may provide additional information regarding the district in the notice prescribed by Subsection (a-1) or (a-2), including whether an assessment has been levied, the amount of the assessment, and the payment schedule for assessments.

(c) This section does not apply to a transfer:

(1) under a court order or foreclosure sale;

(2) by a trustee in bankruptcy;

(3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;

(4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;

(5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;

(6) from one co-owner to another co-owner of an undivided interest in the real property;

(7) to a spouse or a person in the lineal line of consanguinity of the seller;

(8) to or from a governmental entity; or

(9) of only a mineral interest, leasehold interest, or security interest.

(d) For the purposes of this section, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring notice

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

Meeting Date: 09/14/2021

Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider Ordinance No. 2021-O0109, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Quincy Park Public Improvement District (PID); approving, adopting, and filing with the City Secretary the assessment roll; levying 2021 assessments for the cost of certain services and improvements to be provided in the district during FY 2021-22; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Item Summary

On August 24, 2021, a public hearing was held, and the City Council approved the first reading of the ordinance.

The purpose of the public hearing is to provide the opportunity for property owners in the Quincy Park PID to speak in favor of, or in opposition to, the assessment to be levied in the Quincy Park PID for 2021. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A Notice of Public Hearing was published in the Lubbock Avalanche Journal, and notices were mailed to the property owners on Thursday, August 12, 2021, as required by the statute. At or on the adjournment of the hearing on proposed assessments, the governing body of the municipality must hear and pass on any objections to the proposed assessment.

The proposed assessment rate for 2021 is $0.15 per $100 valuation. This is the same rate as 2020. All property will be assessed for 2021.

The City Council is required to review the Service and Assessment Plan annually, hold a public hearing, and adopt an ordinance setting the assessment rate for the PID. The attached ordinance reflects the proposed rate of $0.15 per $100 valuation. The revised service and assessment plan is included in the backup. Exhibit C to the ordinance is available for viewing in the Office of the City Secretary.

Fiscal Impact

The assessments are deposited into a separate Quincy Park PID fund. The funds raised by the assessment will be used to provide design, construction, and maintenance of the neighborhood park and playa lake and the 93rd Street median together with any features or amenities, and any other maintenance needed on projects in the District, as well as cover a portion of the costs of administering the PID. The projected assessment that will be collected for 2021, based on estimated values, is $207,179.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer
Quincy Park PID Advisory Board

Attachments

Ordinance - Quincy Park PID 2021

ORDINANCE NO. _____

AN ORDINANCE REVIEWING CLASSIFICATIONS FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE QUINCY PARK PUBLIC IMPROVEMENT DISTRICT; APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; CLOSING THE HEARING AND LEVYING 2021 ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND IMPROVEMENTS TO BE PROVIDED IN THE QUINCY PARK PUBLIC IMPROVEMENT DISTRICT DURING FY 2021-22; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE QUINCY PARK PUBLIC IMPROVEMENT DISTRICT AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT.

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

WHEREAS, On May 28, 2009 the City Council passed Resolution No.2009-R0219, attached hereto as "Exhibit A," which made certain findings concerning the advisability of creating the Quincy Park Public Improvement District (the "District"), authorized and created the District as a public improvement district under Chapter 372 of the Texas Local Government Code and designated the Lubbock City Council as the entity responsible for the management of and provision of services and improvements to the District; and

WHEREAS, On June 11, 2009, the City Council passed Resolution No. 2009-R0223, approving the Service and Assessment Plan, which will be reviewed and revised each year when necessary. The revised 2021 Service and Assessment Plan (the "Plan") for the District is attached hereto as "Exhibit B;" and

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

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 24, 2021 to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2021 assessments within the District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired, by the calling and holding of such public hearing, to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2021 assessment rate for a special assessment against real

property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

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

WHEREAS, the City Council finds after review that the revised service plan and assessment plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of $0.15 per $100.00 of net taxable value through year 2025, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate;

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

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

Section 2: THAT the City Council, after review of the Plan, approves the method of assessing special benefits of services and improvements in the Plan. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Plan, each property owner in the District identified for assessments in 2021 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment.

Section 3: THAT the City Council hereby approves, adopts, and files with the City Secretary, the Assessment Roll. The Assessment Roll states an estimate of the assessment against each parcel of land in the District, as determined by the method of assessment set forth in the Plan and this Ordinance. The City Secretary shall file the Assessment Roll in the official City Records. The Assessment Roll shall be subject to public inspection.

Section 4: THAT the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 24, 2021 at 5:00 p.m. in the City Council Chamber, 1314 Avenue K, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the

services and improvements; (4) the boundaries of the District; and (5) that written or oral objections will be considered at the hearing.

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

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

Section 7: THAT there is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2021 City net taxable value in the manner described in the assessment attached hereto in Exhibits B and C shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

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

Section 9: THAT the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31, 2022 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax

Code. A delinquent assessment incurs a penalty of six percent of the amount of the assessment for the first calendar month it is delinquent plus one percent for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this section as long as the assessment remains unpaid, regardless of whether a judgment for the delinquent assessment has been rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32 and 33 of the Texas Property Tax Code. The owner of the assessed property may pay at any time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on_____,2021.

Passed by the City Council on second reading on_____ ,2021.

_____

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Resolution No. 009-R0219
May 28, 2009
Item No. 6.8

RESOLUTION

WHEREAS, a petition has been received from the record owners of taxable real property representing more than 50 percent of the appraised value (as determined by the most recent certified appraisal roll of the Lubbock Central Appraisal District) of an area within the City of Lubbock generally bounded by portions of 88th and 89th Street on the north, Upland Avenue on the west, 98th Street on the south and Quincy Avenue on the east, AND owners of not less than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal; requesting establishment of a Quincy Park Public Improvement District under Chapter 372 of the Texas Local Government Code for the purpose of designing, constructing and maintaining Parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscape and irrigation; including costs of establishing, administering and operating the District; and

WHEREAS, the petition, a copy of which has been attached as Exhibit "1," was examined, verified, found to meet the requirements of Section 372.005(b) of the Texas Local Government Code, and accepted by the City Council of the City of Lubbock, Texas (the "City"); and

WHEREAS, the boundaries of the proposed Quincy Park Public Improvement District within the city limits of the City of Lubbock are described in the attachment designated as Exhibit "2" and shown on the map attached hereto as Exhibit "3"; and

WHEREAS, the City has called a public hearing to hear public comments on the advisability of the proposed public improvement district and its benefits to the City and to the property within the boundaries of the proposed public improvement district; and

WHEREAS, notice of such public hearing was published in the Lubbock Avalanche-Journal, a daily paper of general circulation in the City, such publication date being before the 15th day before the date of the public hearing stating the time and place of the hearing, the general nature of the services, the estimated cost of the services, the proposed boundaries of the proposed Quincy Park Public Improvement District, the method of assessment, and the apportionment of cost between the improvement district and the city as a whole; and

WHEREAS, written notice containing the information in the published notice was mailed before the 15th day before the date of the hearing to the current addresses of the owners, as reflected on the tax rolls, of property subject to assessment under the proposed public improvement district; and

WHEREAS, such hearing was convened at the time and place mentioned in the published notice, on the 28th day of May, 2009, at 10:00 o'clock a.m., in the Council Chambers of the City of Lubbock, Texas; and

WHEREAS, the City, at such hearing, invited any interest person, or his/her representative, to appear and speak for or against the authorization of the Quincy Park Public Improvement District, the boundaries of the proposed public improvement district, whether all or a part of the territory which is described in Exhibit "2" attached hereto and depicted on the map attached hereto as Exhibit "3" should be included in such proposed Quincy Park Public Improvement District, the advisability of the proposed improvements, the nature of the improvements, the estimated costs of the improvements; the method of assessment, and the apportionment of costs between the district and the city as a whole; and

WHEREAS, all owners of property located with the proposed Quincy Park Public Improvement District and all other taxing units and other interested persons were given a reasonable opportunity at such public hearing to protest the authorization of the Quincy Park Public Improvement District and/or the inclusion of their property in such District; and

WHEREAS, the proponents of the Quincy Park Public Improvement District offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the Quincy Park Public Improvement District, and opponents of the Quincy Park Public Improvement District were given the opportunity to appear to contest authorization of the district, after which the hearing was closed; **NOW THEREFORE:**

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

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

SECTION 2: That the City Council, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

(a) That the public hearing on the advisability of authorizing the Quincy Park Public Improvement District has been properly called, held and conducted and that notice of such hearing has been published and mailed as required by law and delivered to the current address of the owners of property subject to assessment under the proposed public improvement district.

(b) That authorization of the proposed Quincy Park Public Improvement District with boundaries as described in Exhibits "2" and "3" for the purpose of designing, constructing and maintaining Parks and greens together with any ancillary structures, features or amenities such as

playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscape and irrigation; including costs of establishing, administering and operating the District is advisable and will result in benefits to the City, its residents and property owners in the Quincy Park Public Improvement District.

(c) That the total estimated cost of services and improvements proposed to be provided by the District is approximately $93,140.00 over the next five (5) years, and that the estimated annual cost rises from $15,000 in the year three to $39,140 in year five (5). Services anticipated are maintenance of 93rd Street median and entrances; maintenance of the park at 91st Street and Quitna; electric cost for lighting; and developer reimbursement for the cost of construction of said median and park.

(d) That the costs are based on a proposed assessment rate of $.15 per $100.00 of valuation through year 2017, decreasing to $0.07 per $100.00 of valuation in 2018.

(e) That as to apportionment of cost between the proposed District and the City, all costs for proposed improvements will be paid by the District through assessments.

SECTION 3: That the City hereby authorizes under Sections 372.006, 372.010, and 372.041 of the Act, a public improvement district over the area described in Exhibit 2 attached hereto and depicted in the map attached hereto as Exhibit 3 and such public improvement district shall hereafter be identified as the Quincy Park Public Improvement District, City of Lubbock, Texas.

SECTION 4: That the City Council shall be the governing board for the Quincy Park Public Improvement District. The City Council may appoint an Advisory Board for management of the District in the future.

SECTION 5: That the notice of this authorization for the Quincy Park Public Improvement District shall be published in a newspaper of general circulation in the city.

SECTION 6: That if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Passed by the City Council this 28th day of May, 2009.

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Rob Allison, Assistant City Manager
Development Services

APPROVED AS TO FORM:

Linda L. Chamales,
Economic Development Attorney

as/cityatt/Linda/Quincy Park PID Establishment
May 14, 2009

EXHIBIT A

Exhibit "1"

Resolution No. 2009-R0219

CITY OF LUBBOCK §

COUNTY OF LUBBOCK §

STATE OF TEXAS §

CERTIFICATE OF PUBLIC RECORD

I hereby certify, in the performance of the functions of my office, that one signature on the attached document has been verified and that the same constitutes record owners of taxable real property representing more than fifty percent (50%) of the appraised value of the property (as determined by the current roll of the Appraisal District) in the area known as Quincy Park, as shown on that attached map, AND owners of more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal as required by Section 372.005(b) of the Texas Local Government Code; said documents appear of record in my office and that said documents are an official record from the public office of the City Secretary of the City of Lubbock, Lubbock County, State of Texas, and is kept in said office.

I further certify that I am the City Secretary of the City of Lubbock, that I have legal custody of said record, and that I am a lawful possessor and keeper and have legal custody of the records in said office.

In witness whereof I have hereunto set my hand and affixed the official seal of said office this 13th day of March, 2009.

(City Seal)

Rebecca Garza
City Secretary
City of Lubbock
Lubbock County, State of Texas

Resolution No. 2009-R0219

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO FINANCE IMPROVEMENTS TO QUINCY PARK

RECEIVED
MAR 11 2009
CITY SECRETARY
LUBBOCK, TEXAS

THE STATE OF TEXAS §
§
CITY OF LUBBOCK §

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LUBBOCK:

The undersigned petitioners (the "Petitioners"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), request that the City of Lubbock create a public improvement district (the "District") in the territory described in Exhibit A attached hereto (the "Land") within the City of Lubbock, Texas (the "City"), and in support of this petition the Petitioners would present the following:

Section 1. Standing of Petitioners. In compliance with the requirements of Texas Local Government Code, Section 372.005(b), as determined by the current roll of the Lubbock Central Appraisal District, the Petitioners constitute: (i) the owners of taxable real property representing more than 50% of the appraised value of real property liable for assessment under the proposal described herein, and (ii) the record owners of taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under such proposal.

Section 2. General nature of the proposed construction and maintenance of the public improvements. The general nature of the proposed public improvements is: (i) the design, construction and maintenance of Parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscape and irrigation; and (ii) payment of costs associated with developing and financing the public improvements listed in subdivision (i) including costs of establishing, administering and operating the District.

Section 3. Estimated cost of the proposed construction and maintenance of the public improvements: Construction of Improvements - $381,573.59. Annual maintenance costs - $32,000.

Section 4. Boundaries. The proposed boundaries of the District are described in Exhibit A.

Section 5. Method of assessment. An assessment methodology will be prepared that will address (i) how the costs of the public improvements paid for with the assessments are assessed against the property in the District, (ii) the assessments to be collected each year, and (iii) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits accruing to property in the District and how the costs of the public improvements are assessed to

property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

In assessing the costs of the public improvements and maintenance of the public improvements, property will be classified based on the value of the property, or upon a combination of size or type of improvement and value of property.

The assessment methodology will result in each parcel paying its fair share of the costs of the public improvements provided with the assessments based on the special benefits received by the property from the public improvements and property equally situated paying equal shares of the costs of the public improvements.

Section 6. Apportionment of Cost between the City and the District. The City will not be obligated to provide any funds to finance the proposed public improvements. All of the costs of the proposed public improvements will be paid by assessments of the property within the District and from other sources of funds, if any, available to the developer of the Land.

Section 7. Management of the District. The City will manage the District, or, to the extent allowed by law, the City may contract with either a non-profit, or a for-profit organization to carry out all or a part of the responsibilities of managing the District, including the day-to-day management and administration of the District.

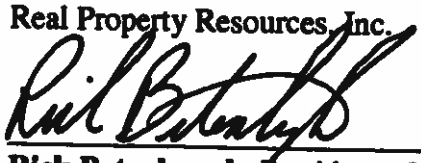
Section 8. Advisory board. An advisory board may be established to develop and recommend an improvement plan to the City Council of the City (the "City Council").

The signers of this petition request the establishment of the District and this petition will be filed with the City Secretary in support of the creation of the District by the City Council as herein provided.

[Signature on following page]

PETITIONERS:

Real Property Resources, Inc.



Rick Betenbough, President of Real Property Resources, Inc.

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

On this, the 5th day of March, 2009, before me, the undersigned Notary Public, personally appeared **Rick Betenbough** who acknowledged that he is **President of Real Property Resources, Inc.**, and that he, in such capacity, being duly authorized so to do, executed the foregoing petition for the purposes therein contained by signing his name in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

CINDY DEAN
Notary Public, State of Texas
My Commission Expires 7-16-2012

Notary Public Signature

EXHIBIT A

DESCRIPTION OF A 177.1997 ACRE TRACT IN SECTION 27, BLOCK AK, ABST. 245 LUBBOCK COUNTY, TEXAS

A 177.1997 ACRE TRACT OF LAND LOCATED IN SECTION 27, BLOCK AK, ABST. 245, LUBBOCK COUNTY, TEXAS AND BEING THAT CERTAIN 180.414 ACRE TRACT OF LAND, LESS THE RIGHT-OF-WAY DEDICATED FOR QUINCY AVENUE, DESCRIBED AND RECORDED IN VOLUME 8367, PAGE 338 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, SAID 177.1997 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" FOUND AT THE NORTHEAST CORNER OF SAID SECTION 23, THE SOUTHEAST CORNER OF SECTION 26 AND THE SOUTHWEST CORNER OF SECTION 27 OF SAID BLOCK AK FOR THE SOUTHWEST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,248,077.30 AND EASTING: 909,648.11, TEXAS COORDINATE SYSTEM TXNC ZONE 4202, NAD83 (CORS96), WHENCE A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN REFERENCE BEARS N. 46° 55' 59" E. A DISTANCE OF 77.69 FEET;

THENCE N. 01° 52' 06" E., ALONG THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 2984.18 FEET TO A RAILROAD SPIKE SET AT THE SOUTHWEST CORNER OF THE PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, AN ADDITION IN LUBBOCK COUNTY, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 3504, PAGE 44 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY FOR THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT;

THENCE S. 88° 08' 17" E., ALONG THE SOUTH LINE OF AN ALLEY AND SAID PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, AT A DISTANCE OF 55.00 FEET PASS A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN THE EAST RIGHT-OF WAY LINE OF UPLAND AVENUE, CONTINUING FOR A TOTAL DISTANCE OF 369.76 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "H. R. & ASSOCS" FOUND AT A CORNER OF SAID ALLEY AND PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, FOR AN ELL CORNER OF THIS TRACT;

THENCE N. 01° 53' 28" E., ALONG THE EAST LINE OF SAID ALLEY AND PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, A DISTANCE OF 147.91 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 4460" FOUND AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 46° 53' 25" E., ALONG THE EASTERLY LINE OF SAID ALLEY AND PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, A DISTANCE OF 14.14 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "H. R. & ASSOCS" FOUND AT A POINT OF INTERSECTION AND THE MOST NORTHERLY NORTHWEST CORNER OF THIS TRACT;

THENCE S. 88° 06' 35" E., ALONG THE SOUTH LINE SAID ALLEY AND PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, A DISTANCE OF 1176.17 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 4460" FOUND IN THE PLAT LIMITS OF LOTS 1 THROUGH 78, WESTWOOD, AN ADDITION IN LUBBOCK COUNTY, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 1636, PAGE 624 OF THE DEED RECORDS OF LUBBOCK COUNTY AND THE WEST RIGHT-OF-WAY LINE OF ROCHESTER AVENUE, SAME BEING THE SOUTHEST CORNER OF SAID ALLEY AND PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, FOR THE MOST NORTHERLY NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01° 53' 17" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF ROCHESTER AVENUE AND PLAT LIMITS OF LOTS 1 THROUGH 78, WESTWOOD, AT A DISTANCE OF 37.71 FEET PASS THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 88TH STREET, SAME BEING THE MOST WESTERLY NORTHWEST CORNER OF THE PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, AN ADDITION IN LUBBOCK COUNTY, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 4363, PAGE 176 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY, CONTINUING FOR A TOTAL DISTANCE OF 267.72 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 4460" FOUND AT THE MOST WESTERLY SOUTHWEST CORNER OF SAID PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, FOR AN ELL CORNER OF THIS TRACT;

THENCE S. 88° 07' 11" E., ALONG THE SOUTH LINE OF AN ALLEY AND SAID PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, A DISTANCE OF 501.09 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "H. R. & ASSOCS" FOUND IN THE WEST RIGHT-OF-WAY LINE OF QUITMAN AVENUE, FOR A CORNER OF THIS TRACT;

THENCE S. 01° 54' 44" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUITMAN AVENUE AND PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, A DISTANCE OF 60.13 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT THE SOUTH TERMINUS OF QUITMAN AVENUE AND A CORNER OF SAID PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, FOR AN ELL CORNER OF THIS TRACT;

THENCE S. 88° 05' 34" E., ALONG THE SOUTH TERMINUS OF QUITMAN AVENUE AND PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF CURVATURE AND A CORNER OF THIS TRACT;

THENCE NORTHEASTERLY, ALONG SAID CURVE TO THE RIGHT AND THE EASTERLY RIGHT-OF-WAY LINE OF QUITMAN AVENUE AND PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF N. 46° 54' 26" E. AND DISTANCE OF 21.21 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF TANGENCY IN THE SOUTH RIGHT-OF-WAY LINE OF 89TH STREET FOR A CORNER OF THIS TRACT;

THENCE S. 88° 05' 34" E., ALONG SAID SOUTH RIGHT-OF-WAY LINE OF 89TH STREET AND PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, A DISTANCE OF 425.90 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN THE WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND THE WEST LINE OF THE PLAT LIMITS OF LOTS 308 THROUGH 609, MONTEREY ADDITION TO THE CITY OF LUBBOCK, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 8928, PAGE 282 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01° 58' 32" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 308 THROUGH 609, MONTEREY ADDITION AT A DISTANCE OF 651.70 FEET PASS A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 4460" FOUND AT THE SOUTHWEST CORNER OF SAID PLAT LIMITS OF LOTS 308 THROUGH 609, MONTEREY ADDITION, SAME BEING THE NORTHWEST CORNER OF THE PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION TO THE CITY OF LUBBOCK, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 9959, PAGE 335 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, CONTINUING FOR A TOTAL DISTANCE OF 1144.54 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 46° 53' 55" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 21.24 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 01° 58' 32" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 120.00 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 43° 06' 05" E., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 21.18 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 01° 58' 32" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 852.88 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 46° 53' 55" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 21.24 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 01° 58' 32" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 56.00 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 43° 06' 05" E., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 21.18 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 4460" FOUND AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

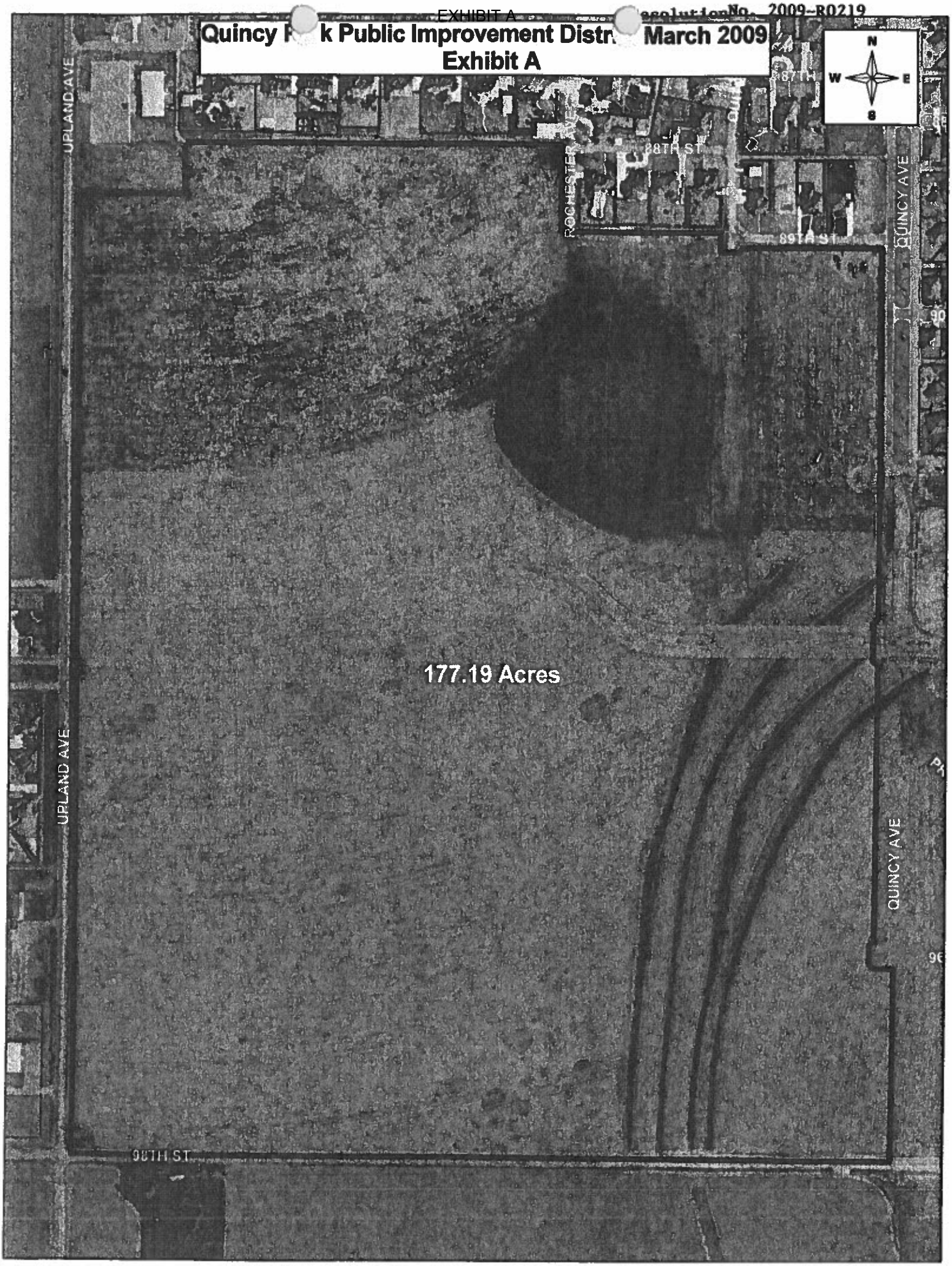
THENCE S. 88° 10' 42" E., ALONG THE SOUTH TERMINUS OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN THE WEST LINE OF THAT CERTAIN 319.845 TRACT OF LAND DESCRIBED AND RECORDED IN VOLUME 7451, PAGE 120 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY FOR A CORNER OF THIS TRACT;

THENCE S. 01° 58' 32" W., ALONG THE WEST LINE OF SAID 319.845 ACRE TRACT AT A DISTANCE OF 545.91 PASS A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN REFERENCE, CONTINUING FOR A TOTAL DISTANCE OF 600.91 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN THE SOUTH LINE OF SAID SECTION 27 FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE N. 88° 00' 08" W., ALONG THE SOUTH LINE OF SAID SECTION 27, A DISTANCE OF 2612.56 FEET TO THE **POINT OF BEGINNING.** BEARINGS OF THIS SURVEY ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD83 (CORS96). CONVERGENCE ANGLE = -01° 58' 32". DISTANCES ARE ACTUAL SURFACE DISTANCES.

EXHIBIT A Resolution No. 2009-R0219

Quincy Park Public Improvement Distr... March 2009
Exhibit A



DESCRIPTION OF A 177.1997 ACRE TRACT IN SECTION 27, BLOCK AK, ABST. 245 LUBBOCK COUNTY, TEXAS

A 177.1997 ACRE TRACT OF LAND LOCATED IN SECTION 27, BLOCK AK, ABST. 245, LUBBOCK COUNTY, TEXAS AND BEING THAT CERTAIN 180.414 ACRE TRACT OF LAND, LESS THE RIGHT-OF-WAY DEDICATED FOR QUINCY AVENUE, DESCRIBED AND RECORDED IN VOLUME 8367, PAGE 338 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, SAID 177.1997 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" FOUND AT THE NORTHEAST CORNER OF SAID SECTION 23, THE SOUTHEAST CORNER OF SECTION 26 AND THE SOUTHWEST CORNER OF SECTION 27 OF SAID BLOCK AK FOR THE SOUTHWEST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,248,077.30 AND EASTING: 909,648.11, TEXAS COORDINATE SYSTEM TXNC ZONE 4202, NAD83 (CORS96), WHENCE A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN REFERENCE BEARS N. 46° 55' 59" E. A DISTANCE OF 77.69 FEET;

THENCE N. 01° 52' 06" E., ALONG THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 2984.18 FEET TO A RAILROAD SPIKE SET AT THE SOUTHWEST CORNER OF THE PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, AN ADDITION IN LUBBOCK COUNTY, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 3504, PAGE 44 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY FOR THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT;

THENCE S. 88° 08' 17" E., ALONG THE SOUTH LINE OF AN ALLEY AND SAID PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, AT A DISTANCE OF 55.00 FEET PASS A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN THE EAST RIGHT-OF WAY LINE OF UPLAND AVENUE, CONTINUING FOR A TOTAL DISTANCE OF 369.76 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "H. R. & ASSOCS" FOUND AT A CORNER OF SAID ALLEY AND PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, FOR AN ELL CORNER OF THIS TRACT;

THENCE N. 01° 53' 28" E., ALONG THE EAST LINE OF SAID ALLEY AND PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, A DISTANCE OF 147.91 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 4460" FOUND AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 46° 53' 25" E., ALONG THE EASTERLY LINE OF SAID ALLEY AND PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, A DISTANCE OF 14.14 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "H. R. & ASSOCS" FOUND AT A POINT OF INTERSECTION AND THE MOST NORTHERLY NORTHWEST CORNER OF THIS TRACT;

THENCE S. 88° 06' 35" E., ALONG THE SOUTH LINE SAID ALLEY AND PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, A DISTANCE OF 1176.17 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 4460" FOUND IN THE PLAT LIMITS OF LOTS 1 THROUGH 78, WESTWOOD, AN ADDITION IN LUBBOCK COUNTY, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 1636, PAGE 624 OF THE DEED RECORDS OF LUBBOCK COUNTY AND THE WEST RIGHT-OF-WAY LINE OF ROCHESTER AVENUE, SAME BEING THE SOUTHEST CORNER OF SAID ALLEY AND PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, FOR THE MOST NORTHERLY NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01° 53' 17" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF ROCHESTER AVENUE AND PLAT LIMITS OF LOTS 1 THROUGH 78, WESTWOOD, AT A DISTANCE OF 37.71 FEET PASS THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 88TH STREET, SAME BEING THE MOST WESTERLY NORTHWEST CORNER OF THE PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, AN ADDITION IN LUBBOCK COUNTY, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 4363, PAGE 176 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY, CONTINUING FOR A TOTAL DISTANCE OF 267.72 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 4460" FOUND AT THE MOST WESTERLY SOUTHWEST CORNER OF SAID PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, FOR AN ELL CORNER OF THIS TRACT;

THENCE S. 88° 07' 11" E., ALONG THE SOUTH LINE OF AN ALLEY AND SAID PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, A DISTANCE OF 501.09 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "H. R. & ASSOCS" FOUND IN THE WEST RIGHT-OF-WAY LINE OF QUITMAN AVENUE, FOR A CORNER OF THIS TRACT;

Exhibit "2"

THENCE S. 01° 54' 44" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUITMAN AVENUE AND PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, A DISTANCE OF 60.13 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT THE SOUTH TERMINUS OF QUITMAN AVENUE AND A CORNER OF SAID PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, FOR AN ELL CORNER OF THIS TRACT;

THENCE S. 88° 05' 34" E., ALONG THE SOUTH TERMINUS OF QUITMAN AVENUE AND PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF CURVATURE AND A CORNER OF THIS TRACT;

THENCE NORTHEASTERLY, ALONG SAID CURVE TO THE RIGHT AND THE EASTERLY RIGHT-OF-WAY LINE OF QUITMAN AVENUE AND PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF N. 46° 54' 26" E. AND DISTANCE OF 21.21 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF TANGENCY IN THE SOUTH RIGHT-OF-WAY LINE OF 89TH STREET FOR A CORNER OF THIS TRACT;

THENCE S. 88° 05' 34" E., ALONG SAID SOUTH RIGHT-OF-WAY LINE OF 89TH STREET AND PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, A DISTANCE OF 425.90 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN THE WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND THE WEST LINE OF THE PLAT LIMITS OF LOTS 308 THROUGH 609, MONTEREY ADDITION TO THE CITY OF LUBBOCK, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 8928, PAGE 282 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01° 58' 32" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 308 THROUGH 609, MONTEREY ADDITION AT A DISTANCE OF 651.70 FEET PASS A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 4460" FOUND AT THE SOUTHWEST CORNER OF SAID PLAT LIMITS OF LOTS 308 THROUGH 609, MONTEREY ADDITION, SAME BEING THE NORTHWEST CORNER OF THE PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION TO THE CITY OF LUBBOCK, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 9959, PAGE 335 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, CONTINUING FOR A TOTAL DISTANCE OF 1144.54 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 46° 53' 55" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 21.24 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 01° 58' 32" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 120.00 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 43° 06' 05" E., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 21.18 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 01° 58' 32" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 852.88 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 46° 53' 55" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 21.24 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 01° 58' 32" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 56.00 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 43° 06' 05" E., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 21.18 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 4460" FOUND AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 88° 10' 42" E., ALONG THE SOUTH TERMINUS OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN THE WEST LINE OF THAT CERTAIN 319.845 TRACT OF LAND DESCRIBED AND

Exhibit "2"

RECORDED IN VOLUME 7451, PAGE 120 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY FOR A CORNER OF THIS TRACT;

THENCE S. 01° 58' 32" W., ALONG THE WEST LINE OF SAID 319.845 ACRE TRACT AT A DISTANCE OF 545.91 PASS A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN REFERENCE, CONTINUING FOR A TOTAL DISTANCE OF 600.91 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN THE SOUTH LINE OF SAID SECTION 27 FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE N. 88° 00' 08" W., ALONG THE SOUTH LINE OF SAID SECTION 27, A DISTANCE OF 2612.56 FEET TO THE **POINT OF BEGINNING.** BEARINGS OF THIS SURVEY ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD83 (CORS96). CONVERGENCE ANGLE = -01° 58' 32". DISTANCES ARE ACTUAL SURFACE DISTANCES.

I, NORRIS STEVENS, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS DESCRIPTION WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYED OCTOBER 5 AND DECEMBER 28, 2007

NORRIS STEVENS
R.P.L.S. 4339

SURVEYOR'S REPORT:

THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH. FOUND MONUMENTS ARE ACCEPTED AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.

071006.

EXHIBIT A

Exhibit "3"

Resolution No. 2009-R0219

EXHIBIT B
City of Lubbock, TX
Finance Department
Quincy Park PID Proposed 2021 Service and Assessment Plan

Method of Assessment

* Properties will be assessed based on the City's 2021 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.

* Assessment will be $0.15/$100.00 valuation

* All property will be assessed based on the final 2021 "net taxable value".

Service Plan

	Budget	Proposed					
Calendar Year	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Totals**
Property Values* (Taxable)	128,261,571	140,937,824	143,756,580	146,631,712	149,564,346	152,555,633	152,555,633
Discounted Property Values	125,696,340	138,119,068	140,881,449	143,699,078	146,573,059	149,504,521	149,504,521
Fiscal Year Revenues	**2020-21**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**Totals^**
Interest Earnings	$ 2,820	2,735	3,717	3,936	5,167	6,440	$ 24,815
Assessment @ $0.15	188,545	207,179	211,322	215,549	219,860	224,257	1,266,710
Total	**$ 192,233**	**209,913**	**215,039**	**219,484**	**225,027**	**230,697**	**$ 1,291,525**
Expenses							
Maintenance (Park & Entrance)	60,000	60,000	61,200	62,424	63,672	64,946	372,242
Repairs	10,000	25,000	25,500	26,010	26,530	27,061	140,101
Electric Cost	8,000	3,000	3,060	3,121	3,184	3,247	23,612
Public Improvement Project	50,000	15,000	15,300	15,606	15,918	16,236	128,061
Administrative Costs	8,186	17,674	18,027	18,388	18,755	19,130	100,160
Annual Operation Cost	11,574	11,386	11,614	11,846	12,083	12,325	70,827
Public Hearing and Collection Cost							
Reimburse developer for Park Construction**	50,000	65,787	65,787	-	-	-	181,574
Total	**$ 197,760**	**197,846**	**200,488**	**137,395**	**140,143**	**142,945**	**$ 1,016,577**
Cash Reserve	**$ 235,754**	**247,821**	**262,373**	**344,462**	**429,346**	**517,098**	**$ 517,098**

*Property Value growth rate = 2% annually
** Total Reimbursement to Dev. Is 381,574. $150,000 paid through FY 2018-19

Assessment Information for $100,000 Home $ 150.00

EXHIBIT B
2021 Service and Assessment Plan

Sec. 5.014. NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT. (a) A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, shall first give to the purchaser of the property the [~~a~~] written notice prescribed by Subsection (a-1) or (a-2), as applicable.

(a-1) Except for the notice prescribed by Subsection (a-2), the notice required by Subsection (a) shall be executed by the seller and must, except as provided by Subsection (b), read as follows:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO (insert name of municipality or county levying assessment), TEXAS CONCERNING THE FOLLOWING PROPERTY
(insert property address)

As the [~~a~~] purchaser of the real property described above, you are obligated to pay assessments [~~an assessment~~] to (insert name of [~~a~~] municipality or county, as applicable), Texas, for the costs of a portion of a public [~~an~~] improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within (insert name of public improvement district) (the "District") created under (insert Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable).

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from (insert name of municipality or county, as applicable). The exact amount of each annual installment will be approved each year by (insert name of city council or county commissioners court, as applicable) in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from (insert name of [~~the~~] municipality or county, as applicable).

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date: _____ _____

Signature of Purchaser

(a-2) For a district described by Section 372.0035, Local Government Code, the notice required by Subsection (a) shall be executed by the seller and must, except as provided by Subsection (b), read as follows:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO (insert name of municipality levying assessment), TEXAS CONCERNING THE FOLLOWING HOTEL PROPERTY
(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to (insert name of municipality), Texas, for the costs of a portion of a public improvement or services project (the "Authorized Services") undertaken for the benefit of the property within (insert name of public improvement district) (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED SERVICES, WHICH MUST BE PAID IN FULL WITH EVERY PAYMENT BY THE HOTEL OF LOCAL HOTEL OCCUPANCY TAX REMITTANCES TO THE MUNICIPALITY. YOUR FAILURE TO PAY THE ASSESSMENT MAY RESULT IN PENALTIES AND INTEREST BEING ADDED TO WHAT YOU OWE, AND MAY INCLUDE THE PURSUIT OF ANY OTHER REMEDY THAT IS AUTHORIZED UNDER SECTION 372.0035(d), LOCAL GOVERNMENT CODE.

Information about the calculation of the assessment may be obtained from (insert name of the municipality). The exact assessment rate will be approved each year by (insert name of city council) in the annual service plan update for the district. More information about the assessments, including the assessment rate and due dates, may be obtained from (insert name of municipality).

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date: _____ _____

Signature of Purchaser

(b) The seller or the municipality or county that created the public improvement district may provide additional information regarding the district in the notice prescribed by Subsection (a-1) or (a-2), including whether an assessment has been levied, the amount of the assessment, and the payment schedule for assessments.

(c) This section does not apply to a transfer:

(1) under a court order or foreclosure sale;

(2) by a trustee in bankruptcy;

(3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;

(4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;

(5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;

(6) from one co-owner to another co-owner of an undivided interest in the real property;

(7) to a spouse or a person in the lineal line of consanguinity of the seller;

(8) to or from a governmental entity; or

(9) of only a mineral interest, leasehold interest, or security interest.

(d) For the purposes of this section, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring notice

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

Meeting Date: 09/14/2021

Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider Ordinance No. 2021-O0110, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Valencia Public Improvement District (PID); approving, adopting, and filing with the City Secretary the assessment roll; levying 2021 assessments for the cost of certain services and improvements to be provided in the district during FY 2021-22; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Item Summary

On August 24, 2021, a public hearing was held, and the City Council approved the first reading of the ordinance.

The purpose of the public hearing is to provide the opportunity for property owners in the Valencia PID to speak in favor of, or in opposition to, the assessment to be levied in the Valencia PID for 2021. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A Notice of Public Hearing was published in the Lubbock Avalanche Journal, and notices were mailed to the property owners on Thursday, August 12, 2021, as required by the statute. At or on the adjournment of the hearing on proposed assessments, the governing body of the municipality must hear and pass on any objections to the proposed assessment.

The proposed assessment rate for 2021 is $0.18 per $100 valuation. This is an increase of $0.02 from $0.16 in 2020 to $0.18 in 2021. The park was transferred to Valencia PID in FY 2020-21 and the increase is necessary to fund the maintenance of the park and entry ways in the PID. All property will be assessed for 2021.

The City Council is required to review the Service and Assessment Plan annually, hold a public hearing, and adopt an ordinance setting the assessment rate for the PID. The attached ordinance reflects the proposed rate of $0.18 per $100 valuation. The revised service and assessment plan is included in the backup. Exhibit C to the ordinance is available for viewing in the Office of the City Secretary.

Fiscal Impact

The assessments will go into a separate Valencia PID fund. The funds raised by the assessment will be used to provide maintenance for the public improvements in the District, as well as cover the cost of administering the PID. The projected assessment that will be collected for 2021 is $55,827.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer
Valencia PID Advisory Board

Attachments

Ordinance - Valencia PID 2021

ORDINANCE NO. _____

AN ORDINANCE REVIEWING CLASSIFICATIONS FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE VALENCIA PUBLIC IMPROVEMENT DISTRICT; APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; CLOSING THE HEARING AND LEVYING 2021 ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING FY 2021-22; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT.

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

WHEREAS, On July 14, 2011 the City Council passed Resolution No.2011-R0310, attached here as "Exhibit A," which made certain findings concerning the advisability of creating the Valencia Public Improvement District (the "District"), authorized and created the District as a public improvement district under the Act, and designated the Lubbock City Council as the entity responsible for the management of and provision of services and improvements to the District; and

WHEREAS, On August 11, 2011, the City Council passed Resolution No. 2011-R0342, approving the Service and Assessment Plan (the "Plan"), which will be reviewed and revised each year when necessary. The revised 2021 Service and Assessment Plan (the "Plan") for the District is attached hereto as "Exhibit B;" and

WHEREAS, the Act requires that the City Council review the Plan; prepare a proposed Roll and file it with the City Secretary; and schedule a public hearing to consider the proposed assessments and receive public comment on an annual basis; and

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 24, 2021, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2021 assessments within the District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired by the calling and holding of such public hearing to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2021 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

WHEREAS, the City Council desires to review classifications and formulas for the apportionment of the costs for the services and improvements of the property in the District,

and approve, adopt, and file with the City Secretary the proposed assessment roll (the "Assessment Roll'), attached hereto as "Exhibit C"; and

WHEREAS, the City Council finds after review that the revised service plan and assessment plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of $0.18 per $100 value for years 2021 through 2025, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate; and

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

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

SECTION 2: That the City Council after review of the Plan approves the method of assessing special benefits of services and improvements in the Plan. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Plan, each property owner in the District identified for assessments in 2021 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment.

SECTION 3: The City Council hereby approves, adopts and files with the City Secretary the Roll attached to the Plan. The Roll states an estimate of the assessment against each parcel of land in the District, as determined by the method of assessment set forth in the Plan and this Ordinance. The City Secretary shall file the Roll in the official City records. The Roll shall be subject to public inspection.

SECTION 4: That the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 24, 2021 at 5:00 p.m. in the City Council Chamber, 1314 Avenue K, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the services and improvements; (4) the boundaries of the District; and, (5) that written or oral objections will be considered at the hearing.

SECTION 5: That the City Council finds that City staff mailed to the owners of property liable for assessment, notice of the hearing as the ownership appears on the City tax roll. The notice contained the information required by the Act. The notice was mailed before the 10th day before the date of the hearing to the last known address of

the property owner on the City tax roll. The failure of the property owner to receive notice does not invalidate the proceeding.

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

SECTION 7: That there shall be and is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2021 city net taxable value in the manner described in the assessment, attached hereto as "Exhibit B" and "Exhibit C' shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

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

SECTION 9: That the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31, 2022 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent (6%) of the amount of the assessment for the first calendar month it is delinquent plus one percent for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this section as long as the assessment remains unpaid, regardless of whether a judgment for the delinquent

assessment has been rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32, and 33 of the Texas Property Tax Code. The owner of the assessed property may pay at any time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

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

SECTION 11: That the assessments herein levied are made and levied under and by virtue of the terms powers and provisions of the Act, as amended.

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on_____,2021.

Passed by the City Council on second reading on_____,2021.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

RESOLUTION

WHEREAS, a petition has been received from the record owners of taxable real property representing more than 50 percent of the appraised value (as determined by the most recent certified appraisal roll of the Lubbock Central Appraisal District) of an area within the City of Lubbock generally bounded by generally bounded by 85th Street on the north, 88th Place on the south, Iola Avenue on the east, and Milwaukee Avenue on the west, AND owners of not less than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal; requesting establishment of a Valencia Public Improvement District under Chapter 372 of the Texas Local Government Code for the purpose of maintaining Parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and greens; landscaping, hardscape and irrigation; including costs of establishing, administering and operating the District; and

WHEREAS, the petition, a copy of which has been attached as Exhibit "1," was examined, verified, found to meet the requirements of Section 372.005(b) of the Texas Local Government Code, and accepted by the City Council of the City of Lubbock, Texas (the "City"); and

WHEREAS, the boundaries of the proposed Valencia Public Improvement District within the city limits of the City of Lubbock are described in the attachment designated as Exhibit "2" and shown on the map attached hereto as Exhibit "3"; and

WHEREAS, the City has called a public hearing to hear public comments on the advisability of the proposed public improvement district and its benefits to the City and to the property within the boundaries of the proposed public improvement district; and

WHEREAS, notice of such public hearing was published in the Lubbock Avalanche-Journal, a daily paper of general circulation in the City, such publication date being before the 15th day before the date of the public hearing stating the time and place of the hearing, the general nature of the services, the estimated cost of the services, the proposed boundaries of the proposed Valencia Public Improvement District, the method of assessment, and the apportionment of cost between the improvement district and the city as a whole; and

WHEREAS, written notice containing the information in the published notice was mailed before the 15th day before the date of the hearing to the current addresses of the owners, as reflected on the tax rolls, of property subject to assessment under the proposed public improvement district; and

WHEREAS, such hearing was convened at the time and place mentioned in the published notice, on the 14th day of July, 2011, at 9:30 o'clock a.m., in the Council Chambers of the City of Lubbock, Texas; and

WHEREAS, the City, at such hearing, invited any interest person, or his/her representative, to appear and speak for or against the authorization of the Valencia Public Improvement District, the boundaries of the proposed public improvement district, whether all or a part of the territory which is described in Exhibit "2" attached hereto and depicted on the map attached hereto as Exhibit "3" should be included in such proposed Valencia Public Improvement District, the advisability of the proposed improvements, the nature of the improvements, the estimated costs of the improvements; the method of assessment, and the apportionment of costs between the district and the city as a whole; and

WHEREAS, all owners of property located with the proposed Valencia Public Improvement District and all other taxing units and other interested persons were given a reasonable opportunity at such public hearing to protest the authorization of the Valencia Public Improvement District and/or the inclusion of their property in such District; and

WHEREAS, the proponents of the Valencia Public Improvement District offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the Valencia Public Improvement District, and opponents of the Valencia Public Improvement District were given the opportunity to appear to contest authorization of the district, after which the hearing was closed; **NOW THEREFORE:**

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

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

SECTION 2: That the City Council, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

(a) That the public hearing on the advisability of authorizing the Valencia Public Improvement District has been properly called, held and conducted and that notice of such hearing has been published and mailed as required by law and delivered to the current address of the owners of property subject to assessment under the proposed public improvement district.

(b) That authorization of the proposed Valencia Public Improvement District with boundaries as described in Exhibits "2" and "3" for the purpose of maintaining Parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located

therein along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and greens; landscaping, hardscape and irrigation; including costs of establishing, administering and operating the District is advisable and will result in benefits to the City, its residents and property owners in the Valencia Public Improvement District.

(c) That the total estimated cost of services and improvements proposed to be provided by the District is approximately $56,829 over the next five (5) years, and that the estimated annual cost rises from $4,500 in year two to $19,149 in year five (5). Services anticipated are maintenance of 87th Street park and median, electric costs for lights, and operational and administrative costs.

(d) That the costs are based on a proposed assessment rate of $0.11 per $100.00 of valuation through year 2019.

(e) That as to apportionment of cost between the proposed District and the City, all costs for proposed improvements will be paid by the District through assessments.

SECTION 3: That the City hereby authorizes under Sections 372.006, 372.010, and 372.041 of the Act, a public improvement district over the area described in Exhibit 2 attached hereto and depicted in the map attached hereto as Exhibit 3 and such public improvement district shall hereafter be identified as the Valencia Public Improvement District, City of Lubbock, Texas.

SECTION 4: That the City Council shall be the governing board for the Valencia Public Improvement District. The City Council may appoint an Advisory Board for management of the District in the future.

SECTION 5: That the notice of this authorization for the Valencia Public Improvement District shall be published in a newspaper of general circulation in the city.

SECTION 6: That if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Passed by the City Council on July 14, 2011.

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Andy Burcham
Chief Financial Officer

APPROVED AS TO FORM:

Linda L. Chamales,
Economic Development Attorney

as/cityatt/Linda/Valencia PID Establishment
May 18, 2011

CITY OF LUBBOCK §

COUNTY OF LUBBOCK §

STATE OF TEXAS §

CERTIFICATE OF PUBLIC RECORD

I hereby certify, in the performance of the functions of my office, that one signature on the attached document has been verified and that the same constitutes record owners of taxable real property representing more than fifty percent (50%) of the appraised value of the property (as determined by the current roll of the Appraisal District, January 1, 2011) in the area known as Valencia, as shown on that attached map, AND owners of more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal as required by Section 372.005(b) of the Texas Local Government Code; the one petitioner owns 100% of land; said documents appear of record in my office and that said documents are an official record from the public office of the City Secretary of the City of Lubbock, Lubbock County, State of Texas, and is kept in said office.

I further certify that I am the City Secretary of the City of Lubbock, that I have legal custody of said record, and that I am a lawful possessor and keeper and have legal custody of the records in said office.

In witness whereof I have hereunto set my hand and affixed the official seal of said office this 16th day of May, 2011.

(City Seal)

Rebecca Garza
City Secretary
City of Lubbock
Lubbock County, State of Texas

EXHIBIT A
Exhibit "1"

May 5, 2011

To: Becky Garza, City Secretary
Cheryl Brock, Senior Financial Analyst
Rob Allison, Assistant City Manager

From: Sally Still Abbe, GIS Manager

Re: Valencia Petition

Recently, the City Of Lubbock received a petition dated April 8, 2011 from Drew Wegman, Vice-President of Real Property Resources, Inc., requesting that the City of Lubbock establish a Public Improvement District (PID) for the proposed Valencia development shown on the attached map. PID establishment can only be initiated by a petition of property owners who meet two tests outlined in the state statute. There is only one owner of land within the PID boundary, and the vice-president of this company signed the petition.

The first test is that the petition is sufficient if signed by the owners of taxable real property representing more than 50% of the appraised value of the taxable real property liable for assessment by the current roll of the appraisal district (January 1, 2011). Since the petitioners own 100% of the property within the boundary, the petition easily passes the value test.

The second test is that the petition must be signed by the record owners of property that constitute more than 50% of the number of record owners or the record owners of more than 50% of the area within the PID. There is only one owner in the PID, who signed the petition. Real Property Resources, Inc. owns 100% of the land, so the petition passes both tests even though it is required to pass only one.

The notarized signature on the Valencia petition was validated by a visual review.

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO FINANCE IMPROVEMENTS TO VALENCIA

THE STATE OF TEXAS §
§
CITY OF LUBBOCK §

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LUBBOCK:

The undersigned petitioners (the "Petitioners"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), request that the City of Lubbock create a public improvement district (the "District") in the territory described in Exhibit A attached hereto (the "Land") within the City of Lubbock, Texas (the "City"), and in support of this petition the Petitioners would present the following:

Section 1. Standing of Petitioners. In compliance with the requirements of Texas Local Government Code, Section 372.005(b), as determined by the current roll of the Lubbock Central Appraisal District, the Petitioners constitute: (i) the owners of taxable real property representing more than 50% of the appraised value of real property liable for assessment under the proposal described herein, and (ii) the record owners of taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under such proposal.

Section 2. General nature of the proposed maintenance of the public improvements. The general nature of the proposed public improvements is: (i) maintenance of Parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, fences, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and greens; landscaping, hardscape and irrigation; and (ii) costs of establishing, administering and operating the District. The improvements associated with the Public Improvement District are a benefit to the affected property and to the City of Lubbock because they visually enhance the area as well as provide a common area for residents to enjoy increasing the overall quality of life in the affected area.

Section 3. Estimated cost of the maintenance of the proposed public improvements: Annual maintenance costs - $18,000.

Section 4. Boundaries. The proposed boundaries of the District are described in Exhibit A.

Section 5. Method of assessment. An assessment methodology has been prepared that will address (i) how the costs of the public improvements paid for with the assessments are assessed against the property in the District, (ii) the assessments to be collected each year, and (iii) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits accruing to property in the District and how the costs of the public improvements are assessed to

property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

In assessing the maintenance of the public improvements, property will be classified based on the net taxable value of the property.

The assessment methodology will result in each parcel paying its fair share of the costs of maintaining the public improvements based on the special benefits received by the property from the public improvements and property equally situated paying equal shares of the costs of the public improvements.

The annual budget is subject to review by City of Lubbock staff and final approval by the City Council. The annual assessments may be adjusted as a result of the City of Lubbock staff review and City Council approval.

Section 6. Apportionment of Cost between the City and the District. The City will not be obligated to provide any funds to finance the proposed public improvements or maintain the public improvements. All of the costs of the proposed public improvements will be paid by assessments of the property within the District and from other sources of funds, if any, available to the developer of the Land.

Section 7. Management of the District. The City will manage the District, or, to the extent allowed by law, the City may contract with either a non-profit, or a for-profit organization to carry out all or a part of the responsibilities of managing the District, including the day-to-day management and administration of the District.

Section 8. Advisory board. An advisory board may be established to develop and recommend an improvement plan to the City Council of the City (the "City Council").

The signers of this petition request the establishment of the District and this petition will be filed with the City Secretary in support of the creation of the District by the City Council as herein provided.

[Signature on following page]

EXHIBIT A
Exhibit "1"

PETITIONERS:

Real Property Resources, Inc.

Drew Wegman, Vice-President of Real Property Resources, Inc.

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

On this, the 8th day of April, 2011, before me, the undersigned Notary Public, personally appeared **Drew Wegman** who acknowledged that he is **Vice-President of Real Property Resources, Inc.**, and that he, in such capacity, being duly authorized so to do, executed the foregoing petition for the purposes therein contained by signing his name in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

JENNE M. BICKETT
Notary Public, State of Texas
My Commission Expires 10-13-2013

Notary Public Signature

Signature Page for Petition

EXHIBIT A

The Land

METES AND BOUNDS DESCRIPTION:

A 39.941 ACRE TRACT OF LAND SITUATED IN THAT CERTAIN 199.832 ACRE TRACT OF LAND RECORDED IN VOLUME 6937, PAGE 174 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY, INCLUDING LOT 4B OF SPECTRA LUBBOCK SOUTHWEST, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT AND DEDICATION NO. 2006044435 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, AND LOCATED IN SECTION 28, BLOCK AK, LUBBOCK COUNTY, TEXAS, SAID 39.941 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET IN THE EAST LINE OF LOT 4A, SPECTRA LUBBOCK SOUTHWEST, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT AND DEDICATION NO. 2006044435 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, AND S. 01° 49' 05" W. A DISTANCE OF 175.00 FEET FROM THE SOUTHWEST CORNER OF TRACT A-1, A REPLAT OF TRACT A, MONTEREY CHURCH OF CHRIST ADDITION, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10299, PAGE 264 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE NORTHWEST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,252,079.842 AND EASTING: 916,426.179, TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD 83 (CORS 96), WHENCE THE NORTHWEST CORNER OF SECTION 28 BEARS N. 01° 49' 05" E. A DISTANCE OF 1001.91 FEET, N. 01° 54' 20" E. A DISTANCE OF 55.00 FEET AND N. 88° 05' 40" W. A DISTANCE OF 1360.47 FEET, PER CALLED DISTANCES IN SAID PLAT OF TRACT A-1 AND IN PREVIOUS WARRANTY DEEDS RECORDED IN VOLUME 6937, PAGES 174 AND 178 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY;

THENCE S. 88° 11' 01" E., PARALLEL WITH THE SOUTH LINE OF SAID TRACT A-1 (PREVIOUS RECORD CALL: EAST), AT A DISTANCE OF 1250.20 FEET PASS A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET IN REFERENCE, CONTINUING FOR A TOTAL DISTANCE OF 1282.20 FEET TO A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET IN THE EAST LINE OF SAID 199.832 ACRE TRACT FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01° 45' 05" W., ALONG THE EAST LINE OF SAID 199.832 ACRE TRACT (PREVIOUS RECORD CALL: S. 00° 02' 50" E.) AND THE CENTERLINE OF IOLA AVENUE AS DEDICATED BY THE PLATS OF REGAL PARK, ACCORDING TO THE MAPS OR PLATS THEREOF RECORDED IN VOLUME 8405, PAGE 286 AND VOLUME 10114, PAGE 58 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, A DISTANCE OF 992.97 FEET TO A PK NAIL AND WASHER FOUND AT THE NORTHEAST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO LUBBOCK LAND INVESTMENTS I, LP RECORDED IN VOLUME 10469, PAGE 124 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE N. 88° 10' 05" W., ALONG THE NORTH LINE OF SAID LUBBOCK LAND INVESTMENTS I, LP TRACT, AT A DISTANCE OF 32.00 FEET PASS A 1/2" IRON ROD WITH CAP MARKED "H. REED & ASSOCS" FOUND, CONTINUING FOR A TOTAL DISTANCE OF 1118.38 FEET (PREVIOUS RECORD CALL: N. 88° 09' 50" W., 1118.38 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "H. REED & ASSOCS" FOUND FOR A CORNER OF THIS TRACT;

THENCE N. 01° 48' 45" E., ALONG A PORTION OF THE NORTH LINE OF SAID LUBBOCK LAND INVESTMENTS I, LP TRACT, A DISTANCE OF 146.21 FEET (PREVIOUS RECORD CALL: N. 01° 48' 13" E., 146.21 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "H. REED & ASSOCS" FOUND FOR A CORNER OF THIS TRACT;

THENCE N. 88° 09' 49" W., ALONG THE NORTH LINE OF SAID LUBBOCK LAND INVESTMENTS I, LP TRACT, A DISTANCE OF 1468.08 FEET (PREVIOUS RECORD CALL: N. 88° 10' 43" W., 1467.86 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET IN THE EAST RIGHT-OF-WAY LINE OF MILWAUKEE AVENUE, AS DESCRIBED IN DEED RECORDED IN VOLUME 9735, PAGE 349 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N. 01° 43' 17" E., ALONG THE EAST RIGHT-OF-WAY LINE OF MILWAUKEE AVENUE (PREVIOUS RECORD CALL: N. 01° 43' 58" E.), A DISTANCE OF 292.00 FEET TO A 5/8" IRON ROD FOUND AT THE SOUTHWEST CORNER OF TRACT A, WALMART SUPERCENTER, AN ADDITION TO THE CITY OF LUBBOCK, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT AND DEDICATION NO. 2006024909 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT;

THENCE S. 88° 09' 54" E., ALONG THE SOUTH LINE OF SAID TRACT A, A DISTANCE OF 915.02 FEET (PREVIOUS RECORD CALL: S. 88° 10' 10" E., 914.93 FEET) TO A 5/8" IRON ROD WITH CAP MARKED "DUNAWAY ASSOC, INC" FOUND AT THE SOUTHEAST CORNER OF SAID TRACT A AND THE SOUTHWEST CORNER OF LOT 4B OF SAID SPECTRA LUBBOCK SOUTHWEST, FOR A CORNER OF THIS TRACT;

THENCE N. 01° 49' 50" E., ALONG THE COMMON LINE OF SAID TRACT A AND LOT 4B, A DISTANCE OF 282.59 FEET (PREVIOUS RECORD CALL: N. 01° 49' 50" E., 282.78 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET AT THE WEST COMMON CORNER OF SAID LOTS 4A AND 4B FOR A CORNER OF THIS TRACT;

THENCE S. 88° 10' 10" E., ALONG THE COMMON LINE OF SAID LOTS 4A AND 4B, A DISTANCE OF 388.52 FEET (PREVIOUS RECORD CALL: S. 88° 10' 10" E., 388.47 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET AT THE EAST COMMON CORNER OF SAID LOTS 4A AND 4B FOR A CORNER OF THIS TRACT;

THENCE N. 01° 49' 05" E., ALONG THE EAST LINE OF SAID LOT 4A (PREVIOUS RECORD CALL: N. 01° 49' 14" E.), A DISTANCE OF 271.71 FEET TO THE POINT OF BEGINNING.

EXHIBIT A
Exhibit "1"

BETENBOUGH
HOMES

April 8, 2011

Cheryl Brock
City of Lubbock, TX
1625 13th Street
Lubbock, TX 79457

Re: Valencia, Public Improvement District

Dear Honorable Mayor and City Council;

Valencia is a residential development within the city limits of the City of Lubbock bound on the west by Milwaukee Avenue, the east by Iola Avenue, the north by Monterey Church of Christ, and the south by The Trails at Regal Park. We are proposing to create a Public Improvement District "PID" to maintain the public improvements for Valencia.

In order to comply with the "Public Improvement District Policies and Guidelines", we are providing information as required in Section III. "Guidelines", b. "Petition Requirements". We are providing information regarding items 5-16, as follow:

5. If the there is sufficient support to petition to dissolve the Public Improvement District certain requirements in addition to sufficient support must be met in order to dissolve the PID. Those requirements include arrangements to transfer ownership and maintenance of the City owned and PID maintained property. These arrangements are to be made by the Advisory Board and with funds available to the Advisory Board.

6. Map of the area is attached to this email to be added to the petition.

7. In regards to the procedure for the nomination of the PID Advisory Board, the process shall be consistent with the bylaws for Public Improvement Districts for the City of Lubbock.

8. Addressed in Section 2 of the petition.

9. City owned land in the distinct will be "Tract A & Tract B, Valencia, an addition to the City of Lubbock".

10. General description of proposed improvements in Section 2 of the petition.

11. The estimated total cost of the improvements is $200,000.00 and will be paid by developer with no desire for any reimbursement. The estimated cost of the maintenance is $18,000 per year and is to be paid for by the PID as soon as the funds are available.

12. Budget is attached in the service plan.

EXHIBIT A

Exhibit "1"

BETENBOUGH HOMES

13. Method of assessment will be base on the net taxable value of the affected properties and will be assessed at $.11 per $100.00 valuation.

14. Documentation of liability insurance will be attached to this letter

15. Addressed in Section 6 of the petition

16. Addressed in Section 5 of the petition

Hopefully this will provide all of the information requested to continue with the creation of the PID. Please let me know if you have any questions or require any additional information.

Drew Wegman
Community Development
Betenbough Homes

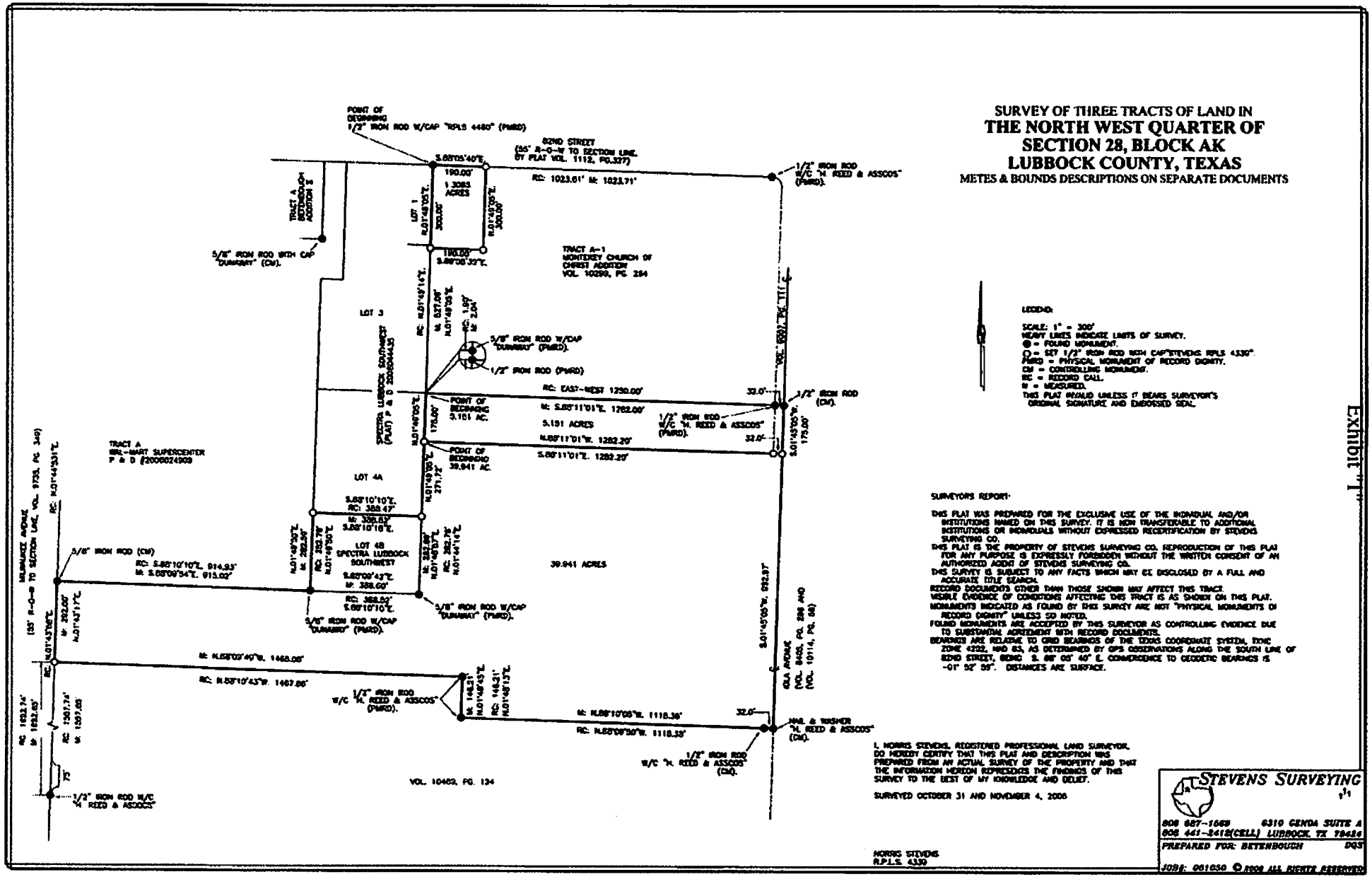

SURVEY OF THREE TRACTS OF LAND IN
THE NORTH WEST QUARTER OF
SECTION 28, BLOCK AK
LUBBOCK COUNTY, TEXAS
METES & BOUNDS DESCRIPTIONS ON SEPARATE DOCUMENTS
POINT OF BEGINNING 1/2" IRON ROD W/CAP "RPLS 4480" (PMRD)
82ND STREET (55' R-O-W TO SECTION LINE, BY PLAT VOL. 1112, PG.327)
1/2" IRON ROD W/C "H. REED & ASSCOS" (PMRD).
RC: 1023.61' M: 1023.71'
TRACT A RETENBOUGH ADDITION II
5/8" IRON ROD WITH CAP "DUNAWAY" (CM).
LOT 1
1.3083 ACRES
TRACT A-1 MONTEREY CHURCH OF CHRIST ADDITION VOL. 10239, PG. 284
LOT 3
SPECTRA LUBBOCK SOUTHWEST (PLAT) P & D 2006044435
5/8" IRON ROD W/CAP "DUNAWAY" (PMRD).
1/2" IRON ROD (PMRD)
RC: EAST-WEST 1250.00'
POINT OF BEGINNING 5.191 AC.
M: S.88°11'01"E. 1282.00'
5.191 ACRES
N.88°11'01"W. 1282.20'
S.88°11'01"E. 1282.20'
1/2" IRON ROD (CM).
1/2" IRON ROD W/C "H. REED & ASSCOS" (PMRD).
TRACT A WAL-MART SUPERCENTER P & D 2006024909
LOT 4A
POINT OF BEGINNING 39.941 AC.
S.88°10'10"E. RC: 388.47' M: 388.63' S.88°10'18"E.
LOT 4B SPECTRA LUBBOCK SOUTHWEST
S.88°09'43"E. M: 388.60'
RC: 388.50' S.88°10'10"E.
5/8" IRON ROD (CM)
RC: S.88°10'10"E. 914.93' M: S.88°09'34"E. 915.02'
5/8" IRON ROD W/CAP "DUNAWAY" (PMRD).
5/8" IRON ROD W/CAP "DUNAWAY" (PMRD).
39.941 ACRES
MONTREAT AVENUE (55' R-O-W TO SECTION LINE, VOL. 9735, PG. 349)
M: N.88°09'40"W. 1468.08'
RC: N.88°10'43"W. 1467.86'
1/2" IRON ROD W/C "H. REED & ASSCOS" (PMRD).
M: N.88°10'05"W. 1118.36'
RC: N.88°09'36"W. 1118.33'
1/2" IRON ROD W/C "H. REED & ASSCOS" (CM).
HAIL & WASHER "H. REED & ASSCOS" (CM).
1/2" IRON ROD W/C "H. REED & ASSCOS"
VOL. 10463, PG. 134
GLA AVENUE (VOL. 8405, PG. 286 AND (VOL. 10114, PG. 58)
LEGEND:
SCALE: 1" = 300'
HEAVY LINES INDICATE LIMITS OF SURVEY.
● = FOUND MONUMENT.
○ = SET 1/2" IRON ROD WITH CAP"STEVENS RPLS 4339".
PMRD = PHYSICAL MONUMENT OF RECORD DIGNITY.
CM = CONTROLLING MONUMENT.
RC = RECORD CALL.
M = MEASURED.
THIS PLAT INVALID UNLESS IT BEARS SURVEYOR'S ORIGINAL SIGNATURE AND EMBOSSED SEAL.
SURVEYORS REPORT:
THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE INDIVIDUAL AND/OR INSTITUTIONS NAMED ON THIS SURVEY. IT IS NON TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR INDIVIDUALS WITHOUT EXPRESSED RECERTIFICATION BY STEVENS SURVEYING CO.
THIS PLAT IS THE PROPERTY OF STEVENS SURVEYING CO. REPRODUCTION OF THIS PLAT FOR ANY PURPOSE IS EXPRESSLY FORBIDDEN WITHOUT THE WRITTEN CONSENT OF AN AUTHORIZED AGENT OF STEVENS SURVEYING CO.
THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
RECORD DOCUMENTS OTHER THAN THOSE SHOWN MAY AFFECT THIS TRACT.
VISIBLE EVIDENCE OF CONDITIONS AFFECTING THIS TRACT IS AS SHOWN ON THIS PLAT.
MONUMENTS INDICATED AS FOUND BY THIS SURVEY ARE NOT "PHYSICAL MONUMENTS OF RECORD DIGNITY" UNLESS SO NOTED.
FOUND MONUMENTS ARE ACCEPTED BY THIS SURVEYOR AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.
BEARINGS ARE RELATIVE TO GRID BEARINGS OF THE TEXAS COORDINATE SYSTEM, 1NAD ZONE 4202, NAD 83, AS DETERMINED BY GPS OBSERVATIONS ALONG THE SOUTH LINE OF 82ND STREET, BEING S. 88° 05' 40" E. CONVERGENCE TO GEODETIC BEARINGS IS -01° 52' 59". DISTANCES ARE SURFACE.
I, HORRIS STEVENS, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT AND DESCRIPTION WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.
SURVEYED OCTOBER 31 AND NOVEMBER 4, 2006
HORRIS STEVENS R.P.L.S. 4339
STEVENS SURVEYING
806 687-1669 6310 GENOA SUITE A
806 441-8418(CELL) LUBBOCK, TX 79424
PREPARED FOR: BETENBOUGH DGS
JOB#: 061050 © 2006 ALL RIGHTS RESERVED
Exhibit "A"

EXHIBIT A
Exhibit "1"

Resolution No. 2011-R0310

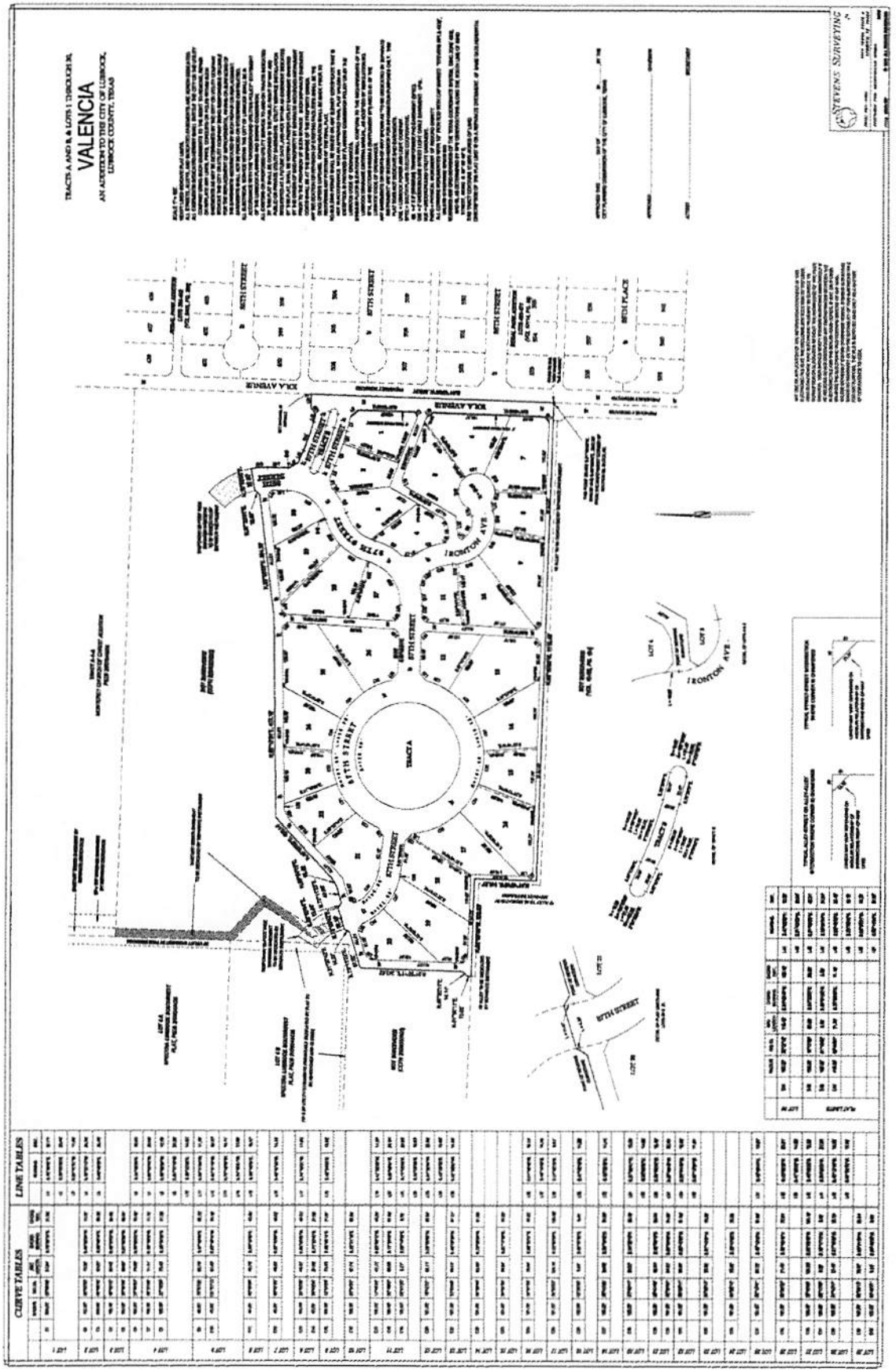


Exhibit "2"

The Land

METES AND BOUNDS DESCRIPTION:

A 39.941 ACRE TRACT OF LAND SITUATED IN THAT CERTAIN 199.832 ACRE TRACT OF LAND RECORDED IN VOLUME 6937, PAGE 174 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY, INCLUDING LOT 4B OF SPECTRA LUBBOCK SOUTHWEST, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT AND DEDICATION NO. 2006044435 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, AND LOCATED IN SECTION 28, BLOCK AK, LUBBOCK COUNTY, TEXAS, SAID 39.941 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET IN THE EAST LINE OF LOT 4A, SPECTRA LUBBOCK SOUTHWEST, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT AND DEDICATION NO. 2006044435 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, AND S. 01° 49' 05" W. A DISTANCE OF 175.00 FEET FROM THE SOUTHWEST CORNER OF TRACT A-1, A REPLAT OF TRACT A, MONTEREY CHURCH OF CHRIST ADDITION, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10299, PAGE 264 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE NORTHWEST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,252,079.842 AND EASTING: 916,426.179, TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD 83 (CORS 96), WHENCE THE NORTHWEST CORNER OF SECTION 28 BEARS N. 01° 49' 05" E. A DISTANCE OF 1001.91 FEET, N. 01° 54' 20" E. A DISTANCE OF 55.00 FEET AND N. 88° 05' 40" W. A DISTANCE OF 1360.47 FEET, PER CALLED DISTANCES IN SAID PLAT OF TRACT A-1 AND IN PREVIOUS WARRANTY DEEDS RECORDED IN VOLUME 6937, PAGES 174 AND 178 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY;

THENCE S. 88° 11' 01" E., PARALLEL WITH THE SOUTH LINE OF SAID TRACT A-1 (PREVIOUS RECORD CALL: EAST), AT A DISTANCE OF 1250.20 FEET PASS A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET IN REFERENCE, CONTINUING FOR A TOTAL DISTANCE OF 1282.20 FEET TO A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET IN THE EAST LINE OF SAID 199.832 ACRE TRACT FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01° 45' 05" W., ALONG THE EAST LINE OF SAID 199.832 ACRE TRACT (PREVIOUS RECORD CALL: S. 00° 02' 50" E.) AND THE CENTERLINE OF IOLA AVENUE AS DEDICATED BY THE PLATS OF REGAL PARK, ACCORDING TO THE MAPS OR PLATS THEREOF RECORDED IN VOLUME 8405, PAGE 286 AND VOLUME 10114, PAGE 58 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, A DISTANCE OF 992.97 FEET TO A PK NAIL AND WASHER FOUND AT THE NORTHEAST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO LUBBOCK LAND INVESTMENTS I, LP RECORDED IN VOLUME 10469, PAGE 124 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE N. 88° 10' 05" W., ALONG THE NORTH LINE OF SAID LUBBOCK LAND INVESTMENTS I, LP TRACT, AT A DISTANCE OF 32.00 FEET PASS A 1/2" IRON ROD WITH CAP MARKED "H. REED & ASSOCS" FOUND, CONTINUING FOR A TOTAL DISTANCE OF 1118.38 FEET (PREVIOUS RECORD CALL: N. 88° 09' 50" W., 1118.38 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "H. REED & ASSOCS" FOUND FOR A CORNER OF THIS TRACT;

THENCE N. 01° 48' 45" E., ALONG A PORTION OF THE NORTH LINE OF SAID LUBBOCK LAND INVESTMENTS I, LP TRACT, A DISTANCE OF 146.21 FEET (PREVIOUS RECORD CALL: N. 01° 48' 13" E., 146.21 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "H. REED & ASSOCS" FOUND FOR A CORNER OF THIS TRACT;

THENCE N. 88° 09' 49" W., ALONG THE NORTH LINE OF SAID LUBBOCK LAND INVESTMENTS I, LP TRACT, A DISTANCE OF 1468.08 FEET (PREVIOUS RECORD CALL: N. 88° 10' 43" W., 1467.86 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET IN THE EAST RIGHT-OF-WAY LINE OF MILWAUKEE AVENUE, AS DESCRIBED IN DEED RECORDED IN VOLUME 9735, PAGE 349 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N. 01° 43' 17" E., ALONG THE EAST RIGHT-OF-WAY LINE OF MILWAUKEE AVENUE (PREVIOUS RECORD CALL: N. 01° 43' 58" E.), A DISTANCE OF 292.00 FEET TO A 5/8" IRON ROD FOUND AT THE SOUTHWEST CORNER OF TRACT A, WALMART SUPERCENTER, AN ADDITION TO THE CITY OF LUBBOCK, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT AND DEDICATION NO. 2006024909 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT;

THENCE S. 88° 09' 54" E., ALONG THE SOUTH LINE OF SAID TRACT A, A DISTANCE OF 915.02 FEET (PREVIOUS RECORD CALL: S. 88° 10' 10" E., 914.93 FEET) TO A 5/8" IRON ROD WITH CAP MARKED "DUNAWAY ASSOC, INC" FOUND AT THE SOUTHEAST CORNER OF SAID TRACT A AND THE SOUTHWEST CORNER OF LOT 4B OF SAID SPECTRA LUBBOCK SOUTHWEST, FOR A CORNER OF THIS TRACT;

THENCE N. 01° 49' 50" E., ALONG THE COMMON LINE OF SAID TRACT A AND LOT 4B, A DISTANCE OF 282.59 FEET (PREVIOUS RECORD CALL: N. 01° 49' 50" E., 282.78 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET AT THE WEST COMMON CORNER OF SAID LOTS 4A AND 4B FOR A CORNER OF THIS TRACT;

THENCE S. 88° 10' 10" E., ALONG THE COMMON LINE OF SAID LOTS 4A AND 4B, A DISTANCE OF 388.52 FEET (PREVIOUS RECORD CALL: S. 88° 10' 10" E., 388.47 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET AT THE EAST COMMON CORNER OF SAID LOTS 4A AND 4B FOR A CORNER OF THIS TRACT;

THENCE N. 01° 49' 05" E., ALONG THE EAST LINE OF SAID LOT 4A (PREVIOUS RECORD CALL: N. 01° 49' 14" E.), A DISTANCE OF 271.71 FEET TO THE POINT OF BEGINNING.

Exhibit "3"

Resolution No. 2011-R0310

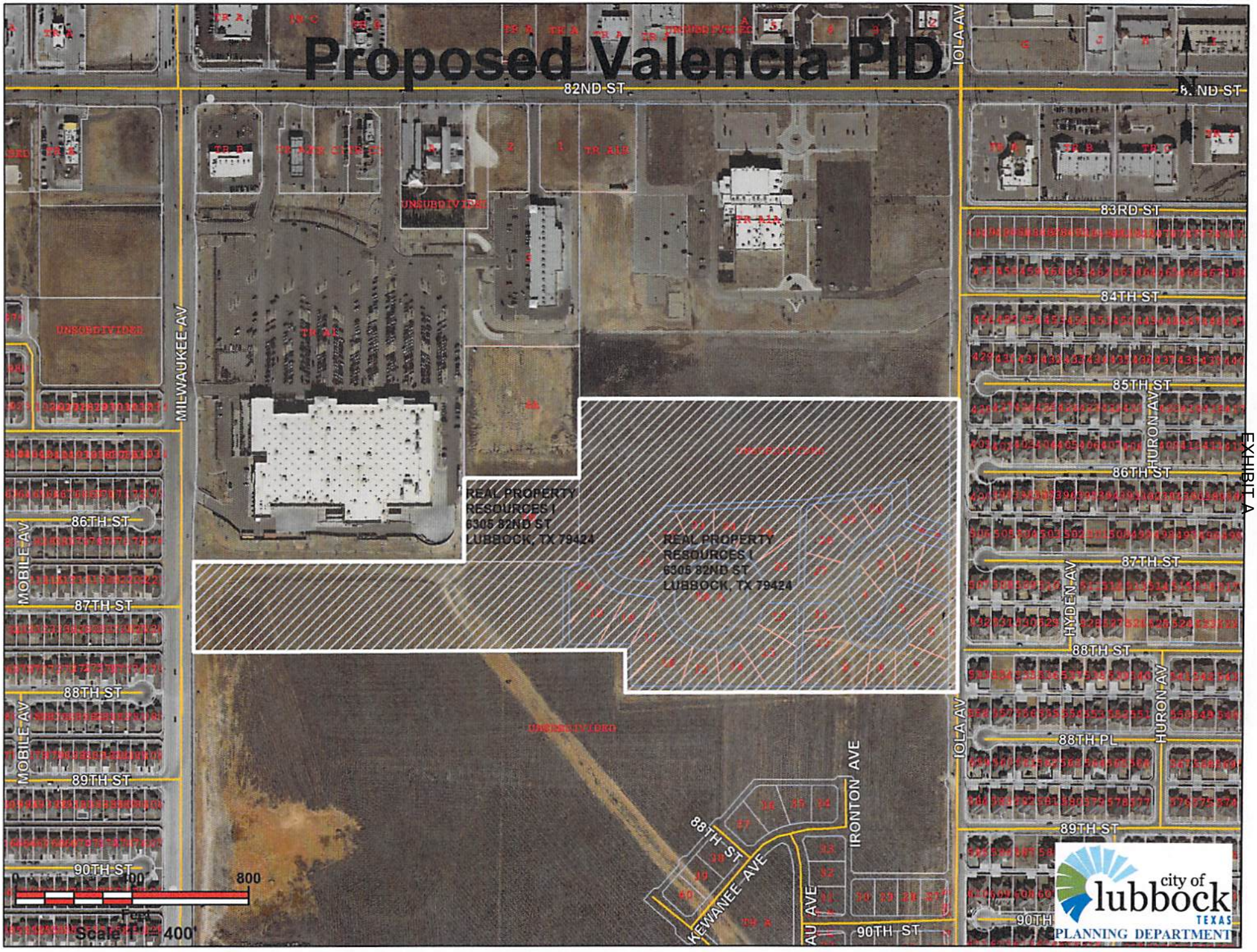


EXHIBIT A

EXHIBIT B

City of Lubbock, TX

Finance Department

Valencia PID Proposed 2021 Service and Assessment Plan

Method of Assessment

* Properties will be assessed based on the City's 2021 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
* Assessment rate will be $0.18/$100 valuation.
* All property will be assessed based on the final 2021 "net taxable value".

Service Plan

	Budget	Projected					
Tax Year^	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Totals**
Property Values*	31,975,153	32,647,352	33,300,299	33,966,305	34,645,631	35,338,544	35,338,544
Discounted Property Values	28,777,638	31,014,984	31,635,284	32,267,990	32,913,350	33,571,617	33,571,617
Fiscal Year Revenues	**2020-21**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**Totals**
Interest Earnings	$ 854	907	913	877	840	801	$ 5,191
Assessment @ $0.15							-
Assessment @ $0.16	46,044	-	-	-	-	-	46,044
Assessment @ $0.18	-	55,827	56,944	58,082	59,244	60,429	290,526
Total	**$ 46,898**	**56,734**	**57,856**	**58,959**	**60,084**	**61,230**	**$ 341,761**
Expense							
Maintenance of Park and Median	$ 28,000	28,000	28,560	29,131	29,714	30,308	$ 173,713
Repairs	2,000	5,000	5,100	5,202	5,306	5,412	28,020
Public Improvement Projects	3,500	15,000	-	-	-	-	18,500
Electric Costs	8,160	8,253	8,418	8,586	8,758	8,933	51,109
Water Cost	1,530	1,530	1,561	1,592	1,624	1,656	9,492
Administrative Costs	4,992	7,627	7,779	7,935	8,093	8,255	44,680
Annual Operation Cost (LCAD Collection Cost, Public Hearing, Mailouts, part-time maintenance position, and other Operations cost)	6,514	8,656	8,829	9,005	9,185	9,369	51,558 -
Total	**$ 54,696**	**74,065**	**60,246**	**61,451**	**62,680**	**63,934**	**$ 377,072**
Cash Reserve	**$ 78,186**	**60,855**	**58,465**	**55,973**	**53,377**	**50,672**	**$ 50,672**

* Property Value growth rate = 2% annually

^ Year that the construction value goes on the tax roll

Assessment Information for $100,000 Home **$ 180.00**

EXHIBIT B
2021 Service and Assessment Plan

Sec. 5.014. NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT. (a) A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, shall first give to the purchaser of the property the [~~a~~] written notice prescribed by Subsection (a-1) or (a-2), as applicable.

(a-1) Except for the notice prescribed by Subsection (a-2), the notice required by Subsection (a) shall be executed by the seller and must, except as provided by Subsection (b), read as follows:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO (insert name of municipality or county levying assessment), TEXAS CONCERNING THE FOLLOWING PROPERTY
(insert property address)

As the [~~a~~] purchaser of the real property described above, you are obligated to pay assessments [~~an assessment~~] to (insert name of [~~a~~] municipality or county, as applicable), Texas, for the costs of a portion of a public [~~an~~] improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within (insert name of public improvement district) (the "District") created under (insert Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable).

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from (insert name of municipality or county, as applicable). The exact amount of each annual installment will be approved each year by (insert name of city council or county commissioners court, as applicable) in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from (insert name of [~~the~~] municipality or county, as applicable).

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date: _____ _____

Signature of Purchaser

(a-2) For a district described by Section 372.0035, Local Government Code, the notice required by Subsection (a) shall be executed by the seller and must, except as provided by Subsection (b), read as follows:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO (insert name of municipality levying assessment), TEXAS CONCERNING THE FOLLOWING HOTEL PROPERTY
(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to (insert name of municipality), Texas, for the costs of a portion of a public improvement or services project (the "Authorized Services") undertaken for the benefit of the property within (insert name of public improvement district) (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED SERVICES, WHICH MUST BE PAID IN FULL WITH EVERY PAYMENT BY THE HOTEL OF LOCAL HOTEL OCCUPANCY TAX REMITTANCES TO THE MUNICIPALITY. YOUR FAILURE TO PAY THE ASSESSMENT MAY RESULT IN PENALTIES AND INTEREST BEING ADDED TO WHAT YOU OWE, AND MAY INCLUDE THE PURSUIT OF ANY OTHER REMEDY THAT IS AUTHORIZED UNDER SECTION 372.0035(d), LOCAL GOVERNMENT CODE.

Information about the calculation of the assessment may be obtained from (insert name of the municipality). The exact assessment rate will be approved each year by (insert name of city council) in the annual service plan update for the district. More information about the assessments, including the assessment rate and due dates, may be obtained from (insert name of municipality).

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date: _____ _____

Signature of Purchaser

(b) The seller or the municipality or county that created the public improvement district may provide additional information regarding the district in the notice prescribed by Subsection (a-1) or (a-2), including whether an assessment has been levied, the amount of the assessment, and the payment schedule for assessments.

(c) This section does not apply to a transfer:

(1) under a court order or foreclosure sale;

(2) by a trustee in bankruptcy;

(3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;

(4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;

(5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;

(6) from one co-owner to another co-owner of an undivided interest in the real property;

(7) to a spouse or a person in the lineal line of consanguinity of the seller;

(8) to or from a governmental entity; or

(9) of only a mineral interest, leasehold interest, or security interest.

(d) For the purposes of this section, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring notice

Regular City Council Meeting **7. 8.**

Meeting Date: 09/14/2021

Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider Ordinance No. 2021-O0111, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Bell Farms Public Improvement District (PID); approving, adopting, and filing with the City Secretary the assessment roll; levying 2021 assessments for the cost of certain services and improvements to be provided in the district during FY 2021-22; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Item Summary

On August 24, 2021, a public hearing was held, and the City Council approved the first reading of the ordinance.

The purpose of the public hearing is to provide the opportunity for property owners in the Bell Farms PID to speak in favor of, or in opposition to, the assessment to be levied in the Bell Farms PID for 2021. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A Notice of Public Hearing was published in the Lubbock Avalanche Journal, and notices were mailed to the property owners on Thursday, August 12, 2021, as required by the statute. At or on the adjournment of the hearing on proposed assessments, the governing body of the municipality must hear and pass on any objections to the proposed assessment.

The proposed assessment rate for 2021 is $0.12 per $100 valuation. This is the same rate as 2020. All property will be assessed for 2021.

The City Council is required to review the Service and Assessment Plan annually, hold a public hearing, and adopt an ordinance setting the assessment rate for the PID. The attached ordinance reflects the proposed rate of $0.12 per $100 valuation. The revised service and assessment plan is included in the backup. Exhibit C to the ordinance is available for viewing in the Office of the City Secretary.

Fiscal Impact

The funds raised by the assessment will be used to provide landscape maintenance on the entry ways and parks, repair and replace amenities, enhance and maintain amenities at the entry stations, lighting, and any other maintenance needed on projects in the District, as well as cover a portion of the costs of administering the PID. The projected assessment that will be collected for 2021, based on estimated values, is $190,639.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer
Bell Farms PID Advisory Board

Attachments

Ordinance - Bell Farms PID 2021

ORDINANCE NO. _____

AN ORDINANCE REVIEWING CLASSIFICATION FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE BELL FARMS PUBLIC IMPROVEMENT DISTRICT, APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; CLOSING THE HEARING AND LEVYING 2021 ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING FY 2021-22; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT

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

WHEREAS, through Resolution No. 2018-R0182 the City Council of the City (the "Council") attached hereto as Exhibit A, which made certain findings concerning the advisability of creating the Bell Farms Public Improvement District (the "District"), authorized and created the District as a public improvement district under the Act, designated the Lubbock City Council as the entity responsible for the management of and provision of services and improvements to the District; and, created the initial advisory board for the PID; and

WHEREAS, On July 12, 2018, the City Council passed Ordinance No. 2018-O0079, approving the Service and Assessment Plan (the "Plan), which will be reviewed and revised each year when necessary. The revised 2021 Service and Assessment Plan (the "Plan") for the District is attached hereto as "Exhibit B;" and

WHEREAS, the Act requires that the City Council review the Plan; prepare a proposed assessment roll (the "Roll") and file it with the City Secretary; and schedule a public hearing to consider the proposed assessments and receive public comment on an annual basis; and

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 24, 2021, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2021 assessments within the District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired, by the calling and holding of such public hearing, to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2021 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

WHEREAS, the City Council desires to review classifications and formulas for the apportionment of the costs for the services and improvements of the property in the District, and approve, adopt and file with the City Secretary the Roll which is attached hereto as Exhibit C; and

WHEREAS, the City Council finds after review that the revised service plan and assessment plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of $0.12 per $100.00 valuation for tax years 2021 through 2025, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate.

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

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

SECTION 2: THAT the City Council, after review of the Plan, approves the method of assessing special benefits of services and improvements in the Plan. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Plan, each property owner in the District identified for assessments in 2021 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment.

SECTION 3: THAT the City Council hereby approves, adopts, and files with the City Secretary, the Assessment Roll. The Assessment Roll states an estimate of the assessment against each parcel of land in the District, as determined by the method of assessment set forth in the Plan and this Ordinance. The City Secretary shall file the Assessment Roll in the official City Records. The Assessment Roll shall be subject to public inspection.

SECTION 4: THAT the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 24, 2021 at 5:00 p.m. in the City Council Chamber, 1314 Avenue K, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the services and improvements; (4) the boundaries of the District; and (5) that written or oral objections will be considered at the hearing.

SECTION 5: THAT the City Council finds that City of Lubbock staff mailed to the owners of property liable for assessment, the notice of the hearing as the ownership appears on the City tax roll. The notice contained the information required by the Act.

The notice was mailed before the 10th day before the date of the hearing to the last known address of the property owner on the City tax roll. The failure of the property owner to receive notice does not invalidate the proceeding.

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

SECTION 7: THAT there is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2021 City net taxable value in the manner described in the assessment attached hereto in Exhibits B and C shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

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

SECTION 9: THAT the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31, 2022 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent (6%) of the amount of the assessment for the first (1st) calendar month it is delinquent plus one percent (1%) for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent (12%) of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this Section as long as the assessment remains

unpaid, regardless of whether a judgment for the delinquent assessment has been rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32 and 33 of the Texas Property Tax Code. The owner of the assessed property may pay at any time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____, 2021.

Passed by the City Council on second reading on _____, 2021.

_____

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

ccdocs/ORD. 2021 Economic Development – Bell Farms PID – Service Plan, Assessment Role, and Levy
August 24, 2021

Resolution No. 2018-R0182

Item No. 6.8

May 24, 2018

RESOLUTION

WHEREAS, the City Council (the "Council") of the City of Lubbock (the "City") has received a petition (the "Petition") with signatures from the record owners of taxable real property representing more than fifty percent (50%) of the appraised value of an area within the City as determined by the most recent certified appraisal roll of the Lubbock Central Appraisal District, and owners of not less than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the area covered by the Petition; and

WHEREAS, the Petition requests that the City establish a public improvement district according to Chapter 372 of the Texas Local Government Code for the general purpose of financing improvements and services related to: the acquisition or construction of drainage facilities or improvements; the design, construction, and maintenance of parks and greenspace together with any ancillary structures, features, or amenities such as playgrounds, splash pads, pools, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles, and any similar items located therein, along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and greenspace; and, the costs of establishing, administering, and operating the public improvement district; and

WHEREAS, the Petition, a copy of which has been attached to and made a part of this Resolution as "Exhibit 1", was examined, verified, found to meet the requirements of Section 372.005(b) of the Texas Local Government Code, and accepted by the City Council; and

WHEREAS, the Petition covers property within an area generally bounded by 130th Street on the north, Avenue P on the east, 146th Street on the south, and University Avenue on the west, with such property being the residential development known as Bell Farms, and a description and depiction of the property covered by the Petition is attached to and made a part of this Resolution as "Exhibit 2"; and

WHEREAS, notice of the public hearing was published in the Lubbock Avalanche-Journal, a daily paper of general circulation in the City, such publication date being before the fifteenth (15th) day before the date of the public hearing, stating the time and place of the public hearing, the general nature of the services, the estimated cost of the services, the boundaries of the proposed public improvement district, the method of assessment, and the apportionment of cost between the public improvement district and the City; and

WHEREAS, before the fifteenth (15th) day before the date of the public hearing, written notice of the proposed public improvement district was mailed to the current addresses of the record owners, as reflected on the most recent certified appraisal roll of the Lubbock Central Appraisal District, of property subject to assessment under the proposed public improvement district; and

WHEREAS, the public hearing was convened at the time and place mentioned in the published notice, on the twenty-fourth (24th) day of May, 2018, at five thirty (5:30) p.m., in the City Council Chambers at City Hall located at 1625 13th Street, Lubbock, Texas; and

WHEREAS, in accordance with the published and mailed notices, the Council called the public hearing and heard public comment from interested persons speaking in favor or opposition to the proposed public improvement district and the Council heard a report by City staff on the advisability of the proposed public improvement district and its benefits to the City and to the property within the boundaries of the proposed public improvement district; and

WHEREAS, the proponents of the proposed public improvement district offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the proposed public improvement district, and opponents of the public improvement district were given the opportunity to appear to contest authorization of the proposed public improvement district, after which the Council closed the hearing; and **NOW THEREFORE:**

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

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

SECTION 2: THAT after conducting a public hearing, examining evidence, and hearing testimony, the City Council finds and determines the following:

(a) That the public hearing on the advisability of authorizing the Bell Farms Public Improvement District has been properly called, held, and conducted and that notice of such hearing has been published and mailed as required by law and delivered to the current address of the owners of property subject to assessment under the Bell Farms Public Improvement District; and

(b) That authorization of the Bell Farms Public Improvement District with boundaries depicted and described in "Exhibit 2" is advisable and will result in benefits to the City, its residents, and the property owners in the Bell Farms Public Improvement District for the general purpose of financing improvements and services related to: the acquisition or construction of drainage facilities or improvements; the design, construction, and maintenance of parks and greenspace together with any ancillary structures, features, or amenities such as playgrounds, splash pads, pools, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles, and any similar items located therein, along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and greenspace; and, the costs of establishing, administering, and operating the public improvement district; and

(c) That the total estimated cost of services and improvements to be paid by the assessment generated within the Bell Farms Public Improvement District through Fiscal Year 2022-23 is approximately three hundred twenty thousand two hundred sixteen dollars ($320,216) (the "Costs"), with such Costs being described in "Exhibit 3" attached to and made a part of this Resolution; and

(d) That the Costs will be paid by the proposed assessment rate of twelve cents ($0.12) per one hundred dollars ($100) of valuation of property within the Bell Farms Public Improvement District through Fiscal Year 2022-23, with such proposed assessment being described in "Exhibit 3"; and

(e) That as to the apportionment of the Costs between the Bell Farms Public Improvement District and the City, all the Costs will be paid by the Bell Farms Public Improvement District through assessments on the property within the boundaries of the Bell Farms Public Improvement District.

SECTION 3: THAT subject to Chapter 372 of the Texas Local Government Code, the City Council hereby authorizes a public improvement district over the area depicted and described in "Exhibit 2" and such public improvement district shall be identified as the Bell Farms Public Improvement District, City of Lubbock, Texas.

SECTION 4: THAT the City Council hereby creates the initial governing board for the Bell Farms Public Improvement District. The initial governing board shall act as an advisory board of the City of Lubbock, and shall be composed of three (3) members, each of whom will represent a developer of the property within the Bell Farms Public Improvement District. The initial governing board shall follow any and all rules, regulations, policies, and procedures related to City of Lubbock advisory boards. The initial governing board for the Bell Farms Public Improvement District shall serve a one (1) year term. The City Council may extended the term of the initial governing board beyond one (1) year. The initial governing board of the Bell Farms Public Improvement District will provide recommendations to the City Council on all matters related to the initial development of the Bell Farms Public Improvement District, including matters related to the Costs and to the assessments on properties located within the Bell Farms Public Improvement District. Upon the end of the term of the initial governing board of the Bell Farms Public Improvement District, the initial governing board will automatically dissolve and the Bell Farms Public Improvement District Advisory Board (the "PID Board") shall be created in its place. The PID Board shall adopt and be governed by a set of bylaws that, among other things, direct the PID Board as to its membership, its purpose, and its procedure for conducting business related to the Bell Farms Public Improvement District.

SECTION 5: THAT the notice of this authorization for the Bell Farms Public Improvement District shall be published in a newspaper of general circulation within the City of Lubbock, Texas and Lubbock County, Texas.

SECTION 6: THAT if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or

unenforceability of such section paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Passed by the City Council on May 24, 2018.

JEFF GRIFFITH, MAYOR PRO TEM

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Justin Pruitt, Assistant City Attorney

EXHIBIT A

EXHIBIT 1

CITY OF LUBBOCK §

COUNTY OF LUBBOCK §

STATE OF TEXAS §

CERTIFICATE TO COPY OF PUBLIC RECORD

I hereby certify, in the performance of the functions of my office, that all signatures on the attached document have been verified and that the same constitutes record owners of taxable real property representing more than fifty percent (50%) of the appraised value of the taxable real property liable for assessment under the proposal (as determined by the current roll of the Appraisal District, March 29, 2018) in the area known as Bell Farms, as shown on the attached map, petitioners own 52.87 percent of the value, AND that the petition must be signed by the record owners of property that constitute more than fifty percent (50%) of the number of record owners or the record owners of more than fifty percent (50%) of the area within the PID; the petitioners own 97.44 percent of the total area within the proposed Bell Farms PID; said documents appear of record in my office and that said documents are an official record from the public office of the City Secretary of the City of Lubbock, Lubbock County, State of Texas, and is kept in said office.

I further certify that I am the City Secretary of the City of Lubbock, that I have legal custody of said record, and that I am a lawful possessor and keeper and have legal custody of the records in said office.

In witness whereof I have hereunto set my hand and affixed the official seal of said office the 18th day of April, 2018.

(City Seal)

Rebecca Garza
City Secretary
City of Lubbock
Lubbock County, State of Texas

EXHIBIT A

EXHIBIT 1

City of Lubbock TEXAS

April 17, 2018

To: Becky Garza, City Secretary

From: Cheryl Brock, Executive Director of Financial Planning and Analysis CB
Sally Still Abbe, Director of GIS and Data Services SA

CC: Blu Kostelich, Chief Financial Officer

Re: Bell Farms Public Improvement District Petition

Recently, the City of Lubbock received petitions from Property Owners requesting the City of Lubbock establish a Public Improvement District (PID) for the proposed Bell Farms development shown on the attached map. PID establishment can only be initiated by a petition of property owners who meet two tests outlined in the state statute.

The first test is that the petition is sufficient if signed by the owners of taxable real property representing more than 50% of the appraised value of the taxable real property liable for assessment by the current roll of the appraisal district (March 29, 2018). Since the petitioners own 52.87% percent of the taxable real property value within the boundary, the petition passes the value test.

The second test is that the petition must be signed by the record owners of property that constitute more than 50% of the number of record owners or the record owners of more than 50% of the area within the PID. The petitioners own 97.44 percent of the total area within the proposed Bell Farms PID area so they pass the area test.

The notarized signature on the Bell Farms petitions were validated by a visual review and owners on the petitions were verified against the current tax roll received from Lubbock Central Appraisal District by the Financial Planning and Analysis Department and reviewed by Sally Abbe, Director of GIS and Data Services.

EXHIBIT A

EXHIBIT 1

Proposed Bell Farms PID

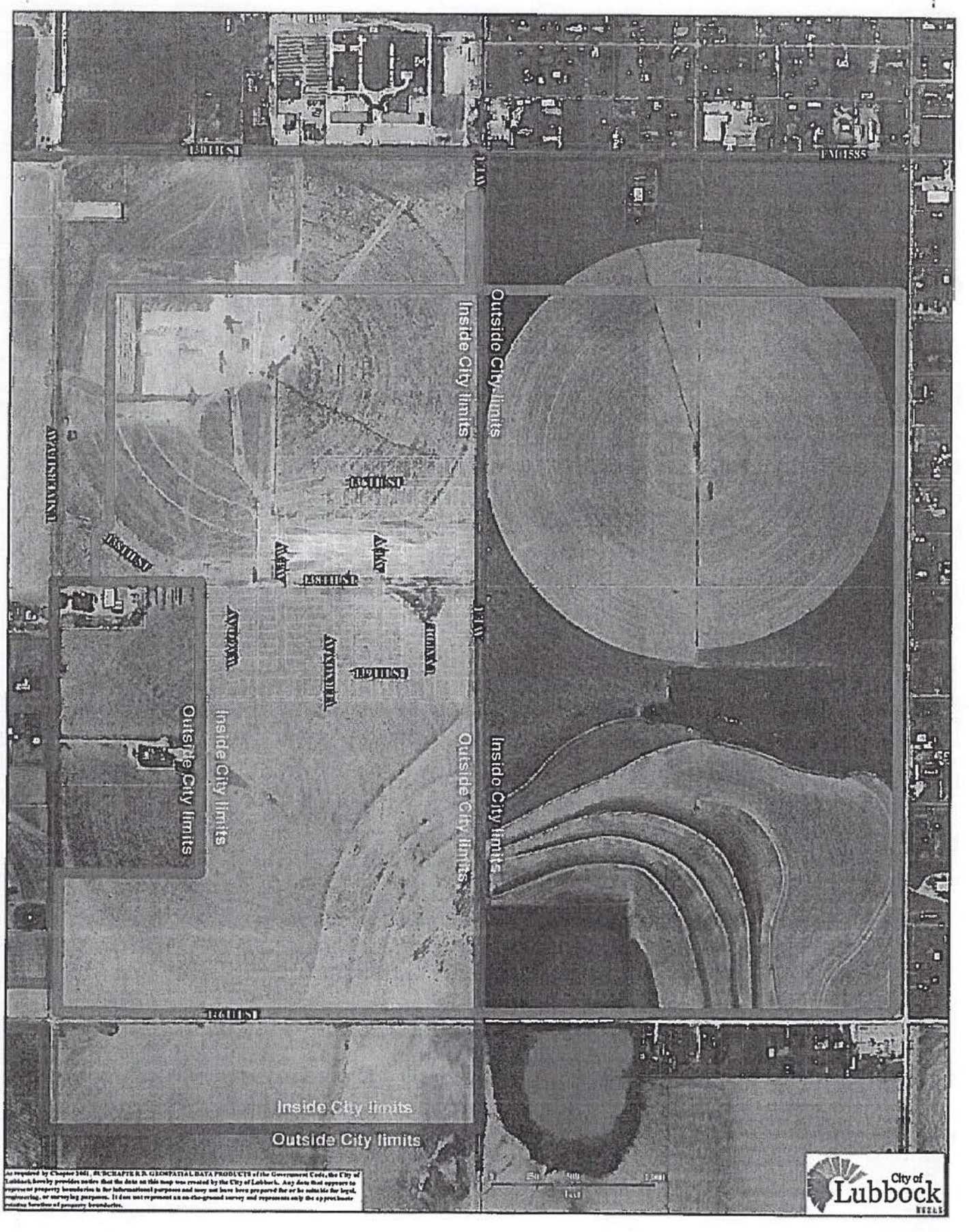


EXHIBIT A

EXHIBIT 1

Proposed Bell Farms PID
2018 Preliminary Roll

QuickRef	AdHocTaxYe	Owner Name	Situs	Legal Description	FSftLandSize	Acres	Taxable	Petition Received
R329160	2018	JONES, JACQUENETTE	13618 AVE U, LUBBOCK, TX 79423	BELL FARMS L 1	4880	0.112029	69,256.00	Y
R329162	2018	LOWE MICHAEL & KRISTI L	13614 AVE U, LUBBOCK, TX 79423	BELL FARMS L 3	5055	0.116047	67,621.00	Y
R329164	2018	LOPEZ MYKELLEE SHELBIE &	13610 AVE U, LUBBOCK, TX 79423	BELL FARMS L 5	5069	0.116368	133,688.00	Y
R329165	2018	BETENBOUGH HOMES INC	13608 AVE U, LUBBOCK, TX 79423	BELL FARMS L 6	5076	0.116529	67,093.00	Y
R329166	2018	SOLIZ JONATHAN &	13606 AVE U, LUBBOCK, TX 79423	BELL FARMS L 7	5082	0.116667	65,212.00	Y
R329167	2018	BEARDEN STEPHEN & HOLLY	13604 AVE U, LUBBOCK, TX 79423	BELL FARMS L 8	5089	0.116827	128,762.00	Y
R329168	2018	RCJC PROPERTIES LLC	13602 AVE U, LUBBOCK, TX 79423	BELL FARMS L 9	4963	0.113935	124,824.00	Y
R329172	2018	BROWN WILLIAM WALTON &	13607 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 13	5426	0.124564	126,444.00	Y
R329182	2018	SMITH LOGAN & JESSICA	13606 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 23	5426	0.124564	129,941.00	Y
R329183	2018	SANDERS, LARRY	13604 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 24	5627	0.129178	171,668.00	Y
R329184	2018	BETENBOUGH HOMES INC	13602 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 25	8192	0.188062	28,672.00	Y
R329185	2018	BETENBOUGH HOMES INC	13601 AVE V, LUBBOCK, TX 79423	BELL FARMS L 26	8192	0.188062	28,672.00	Y
R329187	2018	CLAUNCH, SHAWN	13605 AVE V, LUBBOCK, TX 79423	BELL FARMS L 28	5426	0.124564	129,941.00	Y
R329189	2018	QUATTLEBAUM, DENNIS	13609 AVE V, LUBBOCK, TX 79423	BELL FARMS L 30	5426	0.124564	129,941.00	Y
R329190	2018	DAVIS, CAYCE B	13611 AVE V, LUBBOCK, TX 79423	BELL FARMS L 31	5426	0.124564	126,444.00	Y
R329191	2018	SOLIS JOSEFINA P & MICHAEL R	13613 AVE V, LUBBOCK, TX 79423	BELL FARMS L 32	6029	0.138407	167,708.00	Y
R329202	2018	LACY ROBERT L SR & MARGARET	13609 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 43	5040	0.115702	111,890.00	Y
R329204	2018	WALKING C HOLDINGS LLC	13613 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 45	5040	0.115702	125,093.00	Y
R329207	2018	ALVAREZ, JUAN FRANCISCO	13619 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 48	5600	0.128558	149,170.00	Y
R329209	2018	BLANCO, PERLA MARIE	2135 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 50	5839	0.134045	74,610.00	Y
R329213	2018	JIN XIAOGUANG MICHAEL &	2127 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 54	5175	0.118802	135,963.00	Y
R329214	2018	ARIAS ISAAC & LORENA	2125 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 55	5750	0.132002	74,535.00	Y
R329215	2018	JIN XIAOGUANG MICHAEL &	2123 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 56	5175	0.118802	129,063.00	Y
R329218	2018	WALKING C HOLDINGS LLC	2117 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 59	5175	0.118802	121,814.00	Y
R329219	2018	BETENBOUGH HOMES INC	2115 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 60	5750	0.132002	164,572.00	Y
R329220	2018	BETENBOUGH HOMES INC	2113 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 61	5750	0.132002	130,284.00	Y
R329221	2018	STONE, DESTINIE SHANE	2111 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 62	5175	0.118802	151,744.00	Y
R329224	2018	CONTRERAS MARCO & HILDA	2105 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 65	5175	0.118802	144,912.00	Y
R329225	2018	JAMES ROSS & ANDI	2103 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 66	5750	0.132002	169,515.00	Y
R329226	2018	INDOMITABLE DOZEN LLC	2101 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 67	5574	0.127961	126,962.00	Y
R329235	2018	GONZALES, JESSE J	2118 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 76	5750	0.132002	168,123.00	Y
R329236	2018	SMITH OTIS KEITH & KATRINA M	2120 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 77	5750	0.132002	155,169.00	Y
R329238	2018	WALKING C HOLDINGS LLC	2124 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 79	5175	0.118802	125,566.00	Y
R329239	2018	PYRON, CHARITY	2126 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 80	5750	0.132002	163,994.00	Y
R329242	2018	LLOYD, ABIGAIL	2132 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 83	5175	0.118802	142,158.00	Y
R329244	2018	BETENBOUGH HOMES INC	2136 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 85	7930	0.182048	58,015.00	Y
R329247	2018	DRAKE PHILIP L & VICKI L	13606 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 88	5600	0.128558	167,598.00	Y
R329249	2018	COOPER, LINDSEY	13610 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 90	5600	0.128558	149,170.00	Y
R329250	2018	GUAJARDO FAMILY HOLDINGS	13612 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 91	5040	0.115702	128,590.00	Y
R329257	2018	FRIEVALT RONALD J & MAXINE	13617 AVE W, LUBBOCK, TX 79423	BELL FARMS L 98	5600	0.128558	171,573.00	Y
R329260	2018	WALKING C HOLDINGS LLC	13611 AVE W, LUBBOCK, TX 79423	BELL FARMS L 101	5040	0.115702	140,443.00	Y
R329270	2018	FERGUSON REAL ESTATE LLC	13610 AVE W, LUBBOCK, TX 79423	BELL FARMS L 111	5989	0.137489	150,436.00	Y
R329276	2018	VILASECA, WILLIAM	13622 AVE W, LUBBOCK, TX 79423	BELL FARMS L 117	6481	0.148783	152,254.00	Y

EXHIBIT A

Proposed Bell Farms PID
2018 Preliminary Roll

QuickRef	AdHocTaxYe	Owner Name	Situs	Legal Description	SftLandSize	Acres	Taxable	Petition Received
R329277	2018	BETENBOUGH HOMES INC	13619 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 118	6687	0.153512	80,953.00	Y
R329278	2018	BURKE, NATHAN R	13617 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 119	5600	0.128558	149,170.00	Y
R329284	2018	PERKINS, SHIRLEY	13605 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 125	5527	0.126882	126,798.00	Y
R329285	2018	PARRISH, WESTON ROBERT	13603 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 126	5912	0.135721	150,166.00	Y
R329287	2018	BETENBOUGH HOMES INC	13606 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 128	7178	0.164784	160,555.00	Y
R329289	2018	NAVIA, KAREN V	13610 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 130	6191	0.142126	132,808.00	Y
R329290	2018	GUITRONBACA, JAIME OBED	13612 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 131	6810	0.156336	176,537.00	Y
R329292	2018	DAWSON KEVIN & SHELBY	13616 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 133	9298	0.213453	208,252.00	Y
R330500	2018	BETENBOUGH HOMES INC	13802 AVE U, LUBBOCK, TX 79423	BELL FARMS L 134	5434	0.124747	19,019.00	Y
R330501	2018	BETENBOUGH HOMES INC	13804 AVE U, LUBBOCK, TX 79423	BELL FARMS L 135	5598	0.128512	19,593.00	Y
R330502	2018	BETENBOUGH HOMES INC	13806 AVE U, LUBBOCK, TX 79423	BELL FARMS L 136	5597	0.128489	19,590.00	Y
R330503	2018	BETENBOUGH HOMES INC	13808 AVE U, LUBBOCK, TX 79423	BELL FARMS L 137	5041	0.115725	17,644.00	Y
R330504	2018	BETENBOUGH HOMES INC	13810 AVE U, LUBBOCK, TX 79423	BELL FARMS L 138	5604	0.12865	19,614.00	Y
R330505	2018	BETENBOUGH HOMES INC	13812 AVE U, LUBBOCK, TX 79423	BELL FARMS L 139	5608	0.128742	19,628.00	Y
R330506	2018	BETENBOUGH HOMES INC	13814 AVE U, LUBBOCK, TX 79423	BELL FARMS L 140	5529	0.126928	19,352.00	Y
R330507	2018	BETENBOUGH HOMES INC	2102 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 141	7005	0.160813	24,518.00	Y
R330508	2018	BETENBOUGH HOMES INC	2104 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 142	6944	0.159412	24,304.00	Y
R330509	2018	BETENBOUGH HOMES INC	2106 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 143	6944	0.159412	24,304.00	Y
R330510	2018	BETENBOUGH HOMES INC	2108 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 144	6944	0.159412	24,304.00	Y
R330511	2018	BETENBOUGH HOMES INC	2110 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 145	6975	0.160124	24,413.00	Y
R330512	2018	BETENBOUGH HOMES INC	13813 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 146	5871	0.13478	20,549.00	Y
R330513	2018	BETENBOUGH HOMES INC	13811 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 147	6030	0.13843	21,105.00	Y
R330514	2018	BETENBOUGH HOMES INC	13809 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 148	6030	0.13843	21,105.00	Y
R330515	2018	BETENBOUGH HOMES INC	13807 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 149	5427	0.124587	18,995.00	Y
R330516	2018	BETENBOUGH HOMES INC	13805 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 150	6008	0.137925	21,028.00	Y
R330517	2018	BETENBOUGH HOMES INC	13803 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 151	6392	0.14674	22,372.00	Y
R330518	2018	BETENBOUGH HOMES INC	13801 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 152	6321	0.14511	22,124.00	Y
R330519	2018	BETENBOUGH HOMES INC	13802 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 153	6113	0.140335	21,396.00	Y
R330520	2018	BETENBOUGH HOMES INC	13804 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 154	4713	0.108196	16,496.00	Y
R330521	2018	BETENBOUGH HOMES INC	13806 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 155	5371	0.123301	18,799.00	Y
R330522	2018	BETENBOUGH HOMES INC	13808 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 156	5425	0.124541	18,988.00	Y
R330523	2018	BETENBOUGH HOMES INC	13810 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 157	5425	0.124541	18,988.00	Y
R330524	2018	BETENBOUGH HOMES INC	13812 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 158	5425	0.124541	18,988.00	Y
R330525	2018	BETENBOUGH HOMES INC	13814 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 159	5425	0.124541	18,988.00	Y
R330526	2018	BETENBOUGH HOMES INC	13816 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 160	5425	0.124541	18,988.00	Y
R330527	2018	BETENBOUGH HOMES INC	13818 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 161	5425	0.124541	18,988.00	Y
R330528	2018	BETENBOUGH HOMES INC	13820 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 162	5425	0.124541	18,988.00	Y
R330529	2018	BETENBOUGH HOMES INC	13822 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 163	5861	0.13455	20,514.00	Y
R330530	2018	BETENBOUGH HOMES INC	13819 AVE V, LUBBOCK, TX 79423	BELL FARMS L 164	6295	0.144513	22,033.00	Y
R330531	2018	BETENBOUGH HOMES INC	13817 AVE V, LUBBOCK, TX 79423	BELL FARMS L 165	5217	0.119766	18,260.00	Y
R330532	2018	BETENBOUGH HOMES INC	13815 AVE V, LUBBOCK, TX 79423	BELL FARMS L 166	5910	0.135675	20,685.00	Y
R330533	2018	BETENBOUGH HOMES INC	13813 AVE V, LUBBOCK, TX 79423	BELL FARMS L 167	5929	0.136111	20,752.00	Y
R330534	2018	BETENBOUGH HOMES INC	13811 AVE V, LUBBOCK, TX 79423	BELL FARMS L 168	5929	0.136111	20,752.00	Y
R330535	2018	BETENBOUGH HOMES INC	13809 AVE V, LUBBOCK, TX 79423	BELL FARMS L 169	5929	0.136111	20,752.00	Y
R330536	2018	BETENBOUGH HOMES INC	13807 AVE V, LUBBOCK, TX 79423	BELL FARMS L 170	5929	0.136111	20,752.00	Y

EXHIBIT 1

Proposed Bell Farms PID
2018 Preliminary Roll

QuickRef	dHocTaxYe	Owner Name	Situs	Legal Description	SftLandSize	Acres	Taxable	Petition Received
R330537	2018	BETENBOUGH HOMES INC	13805 AVE V, LUBBOCK, TX 79423	BELL FARMS L 171	5929	0.136111	20,752.00	Y
R330538	2018	BETENBOUGH HOMES INC	13803 AVE V, LUBBOCK, TX 79423	BELL FARMS L 172	5929	0.136111	20,752.00	Y
R330539	2018	BETENBOUGH HOMES INC	13801 AVE V, LUBBOCK, TX 79423	BELL FARMS L 173	5929	0.136111	20,752.00	Y
R330540	2018	BETENBOUGH HOMES INC	13802 AVE V, LUBBOCK, TX 79423	BELL FARMS L 174	6098	0.139991	21,343.00	Y
R330541	2018	BETENBOUGH HOMES INC	13804 AVE V, LUBBOCK, TX 79423	BELL FARMS L 175	6129	0.140702	21,452.00	Y
R330542	2018	BETENBOUGH HOMES INC	13806 AVE V, LUBBOCK, TX 79423	BELL FARMS L 176	6129	0.140702	21,452.00	Y
R330543	2018	BETENBOUGH HOMES INC	13808 AVE V, LUBBOCK, TX 79423	BELL FARMS L 177	6129	0.140702	21,452.00	Y
R330544	2018	BETENBOUGH HOMES INC	13810 AVE V, LUBBOCK, TX 79423	BELL FARMS L 178	6129	0.140702	21,452.00	Y
R330545	2018	BETENBOUGH HOMES INC	13812 AVE V, LUBBOCK, TX 79423	BELL FARMS L 179	6129	0.140702	21,452.00	Y
R330546	2018	BETENBOUGH HOMES INC	13814 AVE V, LUBBOCK, TX 79423	BELL FARMS L 180	6129	0.140702	21,452.00	Y
R330547	2018	BETENBOUGH HOMES INC	13816 AVE V, LUBBOCK, TX 79423	BELL FARMS L 181	6110	0.140266	21,385.00	Y
R330548	2018	BETENBOUGH HOMES INC	13818 AVE V, LUBBOCK, TX 79423	BELL FARMS L 182	5417	0.124357	18,960.00	Y
R330549	2018	BETENBOUGH HOMES INC	13820 AVE V, LUBBOCK, TX 79423	BELL FARMS L 183	6481	0.148783	22,684.00	Y
R330550	2018	BETENBOUGH HOMES INC	13819 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 184	5506	0.1264	19,271.00	Y
R330551	2018	BETENBOUGH HOMES INC	13817 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 185	5600	0.128558	19,600.00	Y
R330552	2018	BETENBOUGH HOMES INC	13815 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 186	5600	0.128558	35,299.00	Y
R330553	2018	BETENBOUGH HOMES INC	13813 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 187	5600	0.128558	19,600.00	Y
R330554	2018	BETENBOUGH HOMES INC	13811 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 188	5600	0.128558	19,600.00	Y
R330555	2018	BETENBOUGH HOMES INC	13809 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 189	5600	0.128558	19,600.00	Y
R330556	2018	BETENBOUGH HOMES INC	13807 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 190	5600	0.128558	19,600.00	Y
R330557	2018	REIGH, LAURA E	13805 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 191	5600	0.128558	86,312.00	Y
R330558	2018	BETENBOUGH HOMES INC	13803 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 192	5600	0.128558	100,573.00	Y
R330559	2018	BETENBOUGH HOMES INC	13801 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 193	5514	0.126584	19,299.00	Y
R330560	2018	BETENBOUGH HOMES INC	13802 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 194	5900	0.135445	20,650.00	Y
R330561	2018	BETENBOUGH HOMES INC	13804 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 195	5600	0.128558	19,600.00	Y
R330562	2018	BETENBOUGH HOMES INC	13806 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 196	5600	0.128558	19,600.00	Y
R330563	2018	BETENBOUGH HOMES INC	13808 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 197	5600	0.128558	19,600.00	Y
R330564	2018	BETENBOUGH HOMES INC	13810 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 198	5600	0.128558	19,600.00	Y
R330565	2018	BETENBOUGH HOMES INC	13812 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 199	5040	0.115702	17,640.00	Y
R330566	2018	BETENBOUGH HOMES INC	13814 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 200	5600	0.128558	19,600.00	Y
R330567	2018	BETENBOUGH HOMES INC	13816 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 201	5600	0.128558	19,600.00	Y
R330568	2018	BETENBOUGH HOMES INC	13818 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 202	5599	0.128535	19,597.00	Y
R330569	2018	BETENBOUGH HOMES INC	13820 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 203	5590	0.128329	19,565.00	Y
R330570	2018	BETENBOUGH HOMES INC	13817 AVE W, LUBBOCK, TX 79423	BELL FARMS L 204	7656	0.175758	26,796.00	Y
R330571	2018	BETENBOUGH HOMES INC	13815 AVE W, LUBBOCK, TX 79423	BELL FARMS L 205	6160	0.141414	21,560.00	Y
R330572	2018	RANDALL, JODY COFER	13813 AVE W, LUBBOCK, TX 79423	BELL FARMS L 206	5600	0.128558	114,403.00	Y
R330573	2018	BETENBOUGH HOMES INC	13811 AVE W, LUBBOCK, TX 79423	BELL FARMS L 207	6160	0.141414	21,560.00	Y
R330574	2018	BETENBOUGH HOMES INC	13809 AVE W, LUBBOCK, TX 79423	BELL FARMS L 208	6160	0.141414	21,560.00	Y
R330575	2018	BETENBOUGH HOMES INC	13807 AVE W, LUBBOCK, TX 79423	BELL FARMS L 209	6160	0.141414	21,560.00	Y
R330576	2018	BETENBOUGH HOMES INC	13805 AVE W, LUBBOCK, TX 79423	BELL FARMS L 210	5600	0.128558	19,600.00	Y
R330577	2018	BETENBOUGH HOMES INC	13803 AVE W, LUBBOCK, TX 79423	BELL FARMS L 211	6160	0.141414	21,560.00	Y
R330578	2018	BETENBOUGH HOMES INC	13801 AVE W, LUBBOCK, TX 79423	BELL FARMS L 212	6010	0.137971	21,035.00	Y
R330579	2018	BETENBOUGH HOMES INC	13802 AVE W, LUBBOCK, TX 79423	BELL FARMS L 213	6012	0.138017	21,042.00	Y
R330580	2018	BETENBOUGH HOMES INC	13804 AVE W, LUBBOCK, TX 79423	BELL FARMS L 214	6160	0.141414	21,560.00	Y
R330581	2018	BETENBOUGH HOMES INC	13806 AVE W, LUBBOCK, TX 79423	BELL FARMS L 215	5600	0.128558	19,600.00	Y
R330582	2018	BETENBOUGH HOMES INC	13808 AVE W, LUBBOCK, TX 79423	BELL FARMS L 216	6160	0.141414	21,560.00	Y
R330583	2018	BETENBOUGH HOMES INC	13810 AVE W, LUBBOCK, TX 79423	BELL FARMS L 217	6160	0.141414	21,560.00	Y

EXHIBIT 1

EXHIBIT A

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QuickRef	dHocTaxYe	Owner Name	Situs	Legal Description	fSftLandSize	Acres	Taxable	Petition Received
R330584	2018	BETENBOUGH HOMES INC	13812 AVE W, LUBBOCK, TX 79423	BELL FARMS L 218	6160	0.141414	21,560.00	Y
R330585	2018	BETENBOUGH HOMES INC	13814 AVE W, LUBBOCK, TX 79423	BELL FARMS L 219	5600	0.128558	19,600.00	Y
R330586	2018	BETENBOUGH HOMES INC	13816 AVE W, LUBBOCK, TX 79423	BELL FARMS L 220	6160	0.141414	21,560.00	Y
R330587	2018	BETENBOUGH HOMES INC	13818 AVE W, LUBBOCK, TX 79423	BELL FARMS L 221	7572	0.173829	26,502.00	Y
R330588	2018	BETENBOUGH HOMES INC	13817 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 222	7506	0.172314	26,271.00	Y
R330589	2018	SCHOLTEN CALVIN DON &	13815 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 223	6160	0.141414	92,205.00	Y
R330590	2018	BETENBOUGH HOMES INC	13813 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 224	6160	0.141414	21,560.00	Y
R330591	2018	BETENBOUGH HOMES INC	13811 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 225	5600	0.128558	19,600.00	Y
R330592	2018	BETENBOUGH HOMES INC	13809 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 226	6160	0.141414	21,560.00	Y
R330593	2018	BETENBOUGH HOMES INC	13807 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 227	6160	0.141414	21,560.00	Y
R330594	2018	BETENBOUGH HOMES INC	13805 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 228	5600	0.128558	87,958.00	Y
R330595	2018	BETENBOUGH HOMES INC	13803 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 229	6160	0.141414	21,560.00	Y
R330596	2018	BETENBOUGH HOMES INC	13801 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 230	6013	0.138039	21,046.00	Y
R330597	2018	BETENBOUGH HOMES INC	13802 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 231	8245	0.189279	112,593.00	Y
R330598	2018	BETENBOUGH HOMES INC	13804 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 232	8389	0.192585	114,560.00	Y
R330599	2018	MUNOZ MARCO & VERONICA	13806 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 233	8392	0.192654	119,443.00	Y
R330600	2018	BETENBOUGH HOMES INC	13808 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 234	8394	0.1927	121,437.00	Y
R330601	2018	BETENBOUGH HOMES INC	13810 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 235	7633	0.17523	26,716.00	Y
R330602	2018	BETENBOUGH HOMES INC	13812 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 236	8399	0.192815	29,397.00	Y
R330603	2018	BETENBOUGH HOMES INC	13814 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 237	8401	0.19286	29,404.00	Y
R330604	2018	BETENBOUGH HOMES INC	13816 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 238	8403	0.192906	29,411.00	Y
R330605	2018	BETENBOUGH HOMES INC	13818 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 239	14107	0.323852	49,375.00	Y
R330606	2018	BETENBOUGH HOMES INC	13820 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 240	19461	0.446763	68,114.00	Y
R330607	2018	BETENBOUGH HOMES INC	2311 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 241	7961	0.182759	27,864.00	Y
R330608	2018	SIMMONS KEVIN & HALEIGH	2309 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 242	6413	0.147222	129,291.00	Y
R330609	2018	RIVAS MEGHANN & KIMBERLY P	2307 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 243	6417	0.147314	104,291.00	Y
R330610	2018	BETENBOUGH HOMES INC	2305 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 244	6417	0.147314	22,460.00	Y
R330611	2018	BETENBOUGH HOMES INC	2303 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 245	6417	0.147314	22,460.00	Y
R330612	2018	BETENBOUGH HOMES INC	2301 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 246	6417	0.147314	22,460.00	Y
R330613	2018	BETENBOUGH HOMES INC	2207 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 247	6417	0.147314	22,460.00	Y
R330614	2018	BETENBOUGH HOMES INC	2205 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 248	6417	0.147314	22,460.00	Y
R330615	2018	BETENBOUGH HOMES INC	2203 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 249	6417	0.147314	22,460.00	Y
R330616	2018	BETENBOUGH HOMES INC	2201 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 250	8174	0.187649	28,609.00	Y
R330619	2018	REYES ANA & THOMAS ALLAN	2129 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 253	5250	0.120523	66,729.00	Y
R330620	2018	LOPEZ SAMUEL J & SHANEL	2127 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 254	5250	0.120523	105,229.00	Y
R330623	2018	SISSON HOLDINGS LLC	2121 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 257	5250	0.120523	68,351.00	Y
R330624	2018	MYFATDOG HOLDINGS LLC	2119 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 258	5250	0.120523	74,476.00	Y
R330625	2018	HENSLEY JEFFREY & CASSANDRA	2117 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 259	5834	0.13393	65,735.00	Y
R330628	2018	COX GUTHRIE & ADDIE	2111 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 262	5715	0.131198	78,310.00	Y
R330629	2018	BETENBOUGH HOMES INC	2109 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 263	5738	0.131726	20,083.00	Y
R330630	2018	BETENBOUGH HOMES INC	2107 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 264	5834	0.13393	20,419.00	Y
R330631	2018	BETENBOUGH HOMES INC	2105 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 265	5834	0.13393	20,419.00	Y
R330632	2018	BETENBOUGH HOMES INC	2103 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 266	5834	0.13393	20,419.00	Y
R330633	2018	BETENBOUGH HOMES INC	2101 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 267	5753	0.132071	20,136.00	Y
R331034	2018	BETENBOUGH HOMES INC		BELL FARMS LUBBOCK SOUTH	53045	1.217746	26,523.00	Y
R331035	2018	BETENBOUGH HOMES INC		BELL FARMS LUBBOCK SOUTH	3091	0.07096	1,546.00	Y
R331292	2018	BETENBOUGH HOMES INC		BELL FARMS LUBBOCK SOUTH	370	0.008494	185.00	Y

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R331293	2018	STOREHOUSE LAND COMPANY		BLK E SEC 16 AB 1178 TR A2		106.397	1,063,970.00	Y
R331294	2018	BETENBOUGH HOMES INC	79423	BLK E SEC 16 AB 664 TR B2A		0.658	658.00	Y
R331295	2018	BETENBOUGH HOMES INC	79423	BLK E SEC 16 AB 664 TR B2B		64.699	646,990.00	Y
R331296	2018	BETENBOUGH HOMES INC		BLK E SEC 16 AB 1000 TR C3A		91.327	913,270.00	Y
R331297	2018	STOREHOUSE LAND COMPANY	79423	BLK E SEC 16 AB 1179 TR D1		152.031	631,175.00	Y
R329200	2018	BETENBOUGH HOMES INC	13602 AVE V, LUBBOCK, TX 79423	BELL FARMS L 41	8192	0.188062	28,672.00	Y
R329201	2018	GOODNIGHT ADAM &	13607 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 42	6814	0.156428	175,148.00	
R329161	2018	KRUSE, DONALD	13616 AVE U, LUBBOCK, TX 79423	BELL FARMS L 2	5049	0.115909	95,337.00	
R329163	2018	MCBRAYER OTIS L & TOMMIE S	13612 AVE U, LUBBOCK, TX 79423	BELL FARMS L 4	5062	0.116208	108,470.00	
R329169	2018	VILLARREAL JOSHUA JOSE &	13601 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 10	8192	0.188062	204,437.00	
R329170	2018	HUDDLESTON LAWRENCE A &	13603 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 11	5627	0.129178	156,697.00	
R329171	2018	MEDINA STEVEN JUAN &	13605 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 12	5426	0.124564	139,645.00	
R329173	2018	BRYANT, BRENT	13609 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 14	5426	0.124564	135,492.00	
R329174	2018	BLEDSOE, SHELBY	13611 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 15	5426	0.124564	129,941.00	
R329175	2018	WIGGINS, BRITTANY	13613 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 16	6029	0.138407	150,672.00	
R329176	2018	RODRIGUEZ-LOPEZ JOSE &	13615 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 17	6645	0.152548	175,098.00	
R329177	2018	SCHRECKER, JESSICA B	13616 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 18	6721	0.154293	152,998.00	
R329178	2018	BENTANCOURT JESUS & BOBBIE	13614 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 19	6029	0.138407	160,535.00	
R329179	2018	PARK DAVID & SHERYL	13612 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 20	5426	0.124564	112,787.00	
R329180	2018	ESTRADA REY H & AIDE	13610 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 21	5426	0.124564	122,692.00	
R329181	2018	SCHAEFER HARRISON & KINARD MACKENZI & EMILY	13608 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 22	5426	0.124564	129,941.00	
R329186	2018	BROWN	13603 AVE V, LUBBOCK, TX 79423	BELL FARMS L 27	5627	0.129178	163,564.00	
R329188	2018	JOHNSON, SIERRA	13607 AVE V, LUBBOCK, TX 79423	BELL FARMS L 29	5426	0.124564	135,492.00	
R329192	2018	POLUHOWICH JOHN & ROBERTA	13615 AVE V, LUBBOCK, TX 79423	BELL FARMS L 33	6785	0.155762	136,522.00	
R329193	2018	VEGA SERENA LEE & DANIEL	13616 AVE V, LUBBOCK, TX 79423	BELL FARMS L 34	6862	0.15753	167,886.00	
R329194	2018	DEHOOG, LEANN	13614 AVE V, LUBBOCK, TX 79423	BELL FARMS L 35	6029	0.138407	150,672.00	
R329195	2018	BURGESS TINA & ROBERT N II	13612 AVE V, LUBBOCK, TX 79423	BELL FARMS L 36	5426	0.124564	129,941.00	
R329196	2018	STITH MICHAEL SHANE &	13610 AVE V, LUBBOCK, TX 79423	BELL FARMS L 37	5426	0.124564	122,692.00	
R329197	2018	BRONSON JACK BERNARD &	13608 AVE V, LUBBOCK, TX 79423	BELL FARMS L 38	5426	0.124564	130,047.00	
R329198	2018	REGALADO GERARDO &	13606 AVE V, LUBBOCK, TX 79423	BELL FARMS L 39	5426	0.124564	128,606.00	
R329199	2018	GALYEAN, MELISSA	13604 AVE V, LUBBOCK, TX 79423	BELL FARMS L 40	5627	0.129178	166,574.00	
R329203	2018	SLAY, JEROD LANCE	13611 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 44	5600	0.128558	159,033.00	
R329205	2018	FOLSOM DAKOTA CHASE &	13615 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 46	5600	0.128558	149,074.00	
R329206	2018	CHESTNUT MICHAEL R & JANICE	13617 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 47	5040	0.115702	121,341.00	
R329208	2018	MURPHY STEVEN J & SHAREKA L	13621 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 49	6647	0.152594	167,134.00	
R329210	2018	WELCH, TINA RAE	2133 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 51	5750	0.132002	149,599.00	
R329211	2018	SIMEK MARK JOSEPH & ERIKA	2131 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 52	5750	0.132002	79,324.00	
R329212	2018	WEATHERFORD BRANDON	2129 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 53	5175	0.118802	125,566.00	
R329216	2018	HERNANDEZ MICHAEL &	2121 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 57	5750	0.132002	166,731.00	
R329217	2018	RAINWATER TYRON & ERICA	2119 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 58	5750	0.132002	138,916.00	
R329222	2018	CASTILLO, MARY LUPE	2109 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 63	5175	0.118802	140,916.00	
R329223	2018	CARPENTER, CANDY	2107 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 64	5750	0.132002	181,739.00	
R329227	2018	MARTINEZ-MANZANARES	2102 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 68	6176	0.141781	173,258.00	

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QuickRef	AdHocTaxYe	Owner Name	Situs	Legal Description	FSftLandSize	Acres	Taxable	Petition Received
R329228	2018	GONZALEZ JESUS & AMY	2104 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 69	5750	0.132002	164,572.00	
R329229	2018	FORTENBERRY LEE & SHEILA	2106 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 70	5750	0.132002	158,321.00	
R329230	2018	BARTHOLOMEW ELEANOR &	2108 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 71	5175	0.118802	129,063.00	
R329231	2018	SIMPSON MACIE D & NICHOLAS	2110 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 72	5750	0.132002	173,363.00	
R329232	2018	MARTIN BRIAN ANTHONY &	2112 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 73	5750	0.132002	173,268.00	
R329233	2018	COTE THOMAS & DEBBIE	2114 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 74	5750	0.132002	155,886.00	
R329234	2018	HUEY KATHERINE T & LON J	2116 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 75	5175	0.118802	144,912.00	
R329237	2018	SMITH, LISA	2122 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 78	5750	0.132002	170,243.00	
R329240	2018	POOLE BRETT ALLAN & JESSICA	2128 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 81	5750	0.132002	149,695.00	
R329241	2018	PERKINS BRENT & KAMMI	2130 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 82	5750	0.132002	159,558.00	
R329243	2018	BREAKFIELD JASON LEE &	2134 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 84	5750	0.132002	157,127.00	
R329245	2018	WHITE JOHN C & NITA D	13602 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 86	6367	0.146166	166,154.00	
R329246	2018	JLS ENDEAVORS LLC	13604 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 87	5601	0.128581	123,305.00	
R329248	2018	HAYES AMANDA S & COLBY	13608 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 89	5040	0.115702	125,093.00	
R329251	2018	SUBEDI SUDAN & BINDYA &	13614 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 92	5600	0.128558	156,602.00	
R329252	2018	CHERIAN, HOLLY	13616 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 93	5040	0.115702	134,235.00	
R329253	2018	HERNANDEZ, LAWRENCE	13618 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 94	5040	0.115702	125,093.00	
R329254	2018	JOHNSON ALLEN P & KAYLA N	13620 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 95	5600	0.128558	173,704.00	
R329255	2018	SOTO JUAN F & JOSIE M	13622 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 96	6012	0.138017	99,145.00	
R329256	2018	ZANT SCOTT & MICHELLE	13619 AVE W, LUBBOCK, TX 79423	BELL FARMS L 97	6015	0.138085	158,055.00	
R329258	2018	GIESBRECHT STEVEN D & HELEN	13615 AVE W, LUBBOCK, TX 79423	BELL FARMS L 99	5600	0.128558	138,391.00	
R329259	2018	FORD, SHANIQUA L	13613 AVE W, LUBBOCK, TX 79423	BELL FARMS L 100	5600	0.128558	155,032.00	
R329261	2018	FRANCE GARY WILSON & PAULA	13609 AVE W, LUBBOCK, TX 79423	BELL FARMS L 102	5660	0.129936	177,334.00	
R329262	2018	WATSON CARLTON O &	13607 AVE W, LUBBOCK, TX 79423	BELL FARMS L 103	5931	0.136157	177,202.00	
R329263	2018	BRUCCOLIERE DANIEL C &	13605 AVE W, LUBBOCK, TX 79423	BELL FARMS L 104	6136	0.140863	149,983.00	
R329264	2018	REESE TYLER WAYNE &	13603 AVE W, LUBBOCK, TX 79423	BELL FARMS L 105	6474	0.148623	156,659.00	
R329265	2018	GAONA RICKY JR & JACQUELINE	13601 AVE W, LUBBOCK, TX 79423	BELL FARMS L 106	7099	0.162971	191,454.00	
R329266	2018	BRITO EVELIO & ROSAISELA	13602 AVE W, LUBBOCK, TX 79423	BELL FARMS L 107	7370	0.169192	129,452.00	
R329267	2018	MORALEZ GEORGE & SHERI	13604 AVE W, LUBBOCK, TX 79423	BELL FARMS L 108	7168	0.164555	169,535.00	
R329268	2018	TOVAR MANUEL & MICHELE M	13606 AVE W, LUBBOCK, TX 79423	BELL FARMS L 109	6644	0.152525	175,227.00	
R329269	2018	JLS ENDEAVORS LLC	13608 AVE W, LUBBOCK, TX 79423	BELL FARMS L 110	5593	0.128398	142,379.00	
R329271	2018	JAHN, GARRETT DOUGLAS	13612 AVE W, LUBBOCK, TX 79423	BELL FARMS L 112	5722	0.131359	154,027.00	
R329272	2018	JOHNSON MICHAEL B & ALYSSA B DAVIS	13614 AVE W, LUBBOCK, TX 79423	BELL FARMS L 113	5040	0.115702	144,439.00	
R329273	2018	CHAVEZ, BRANDON	13616 AVE W, LUBBOCK, TX 79423	BELL FARMS L 114	5600	0.128558	163,536.00	
R329274	2018	SHEN HUI & LIQIN	13618 AVE W, LUBBOCK, TX 79423	BELL FARMS L 115	5040	0.115702	121,341.00	
R329275	2018	BROOME JORDAN G & LINDSAY	13620 AVE W, LUBBOCK, TX 79423	BELL FARMS L 116	5600	0.128558	157,784.00	
R329279	2018	PAYNE, KARISA	13615 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 120	5040	0.115702	121,903.00	
R329280	2018	ROGERS SPENCER & SAMANTHA	13613 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 121	5122	0.117585	134,428.00	
R329281	2018	MARTINEZ ROGER P & SELINA M	13611 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 122	5977	0.137213	150,394.00	
R329282	2018	ELSEY JEREMIE & ILEANA &	13609 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 123	6515	0.149564	150,007.00	
R329283	2018	HAYES, MARILYN K	13607 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 124	6342	0.145592	123,480.00	
R329286	2018	WOODARD, MICHAEL	13601 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 127	5600	0.128558	149,170.00	
R329288	2018	THOMPSON, AMY A	13608 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 129	6549	0.150344	130,122.00	

EXHIBIT 1

Proposed Bell Farms PID
2018 Preliminary Roll

QuickRef	dHocTaxYe	Owner Name	Situs	Legal Description	SftLandSize	Acres	Taxable	Petition Received
R329291	2018	MBENKUM SIMEON G & ARIANE E KOUASSI	13614 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 132	6929	0.159068	181,240.00	
R330617	2018	PYRON KAYLA MARIE & BRANDON GLENN	2133 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 251	6392	0.14674	83,316.00	
R330618	2018	CHOWNING LUKE & ABIGAIL	2131 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 252	5834	0.13393	78,683.00	
R330621	2018	AFH PROPERTIES LLC	2125 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 255	5250	0.120523	65,800.00	
R330622	2018	FOSTER, MEREDITH	2123 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 256	5834	0.13393	111,118.00	
R330626	2018	JAD SA INVESTMENTS LLC	2115 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 260	5250	0.120523	67,702.00	
R330627	2018	RCJC PROPERTIES LLC	2113 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 261	5250	0.120523	68,303.00	
						453.3798	$ 26,418,566.00	
		Petitions Received			97.44%	441.77	13,967,214.00	52.87%
		No Petitions			2.56%	11.61	12,451,352.00	47.13%

EXHIBIT 1

EXHIBIT A

EXHIBIT 1

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO FINANCE IMPROVEMENTS TO BELL FARMS

THE STATE OF TEXAS §
§
CITY OF LUBBOCK §

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LUBBOCK:

The undersigned petitioners (the "Petitioners"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), request that the City of Lubbock create a public improvement district (the "District") in the territory described in Exhibit A attached hereto (the "Land") within the City of Lubbock, Texas (the "City"), and in support of this petition the Petitioners would present the following:

Section 1. Standing of Petitioners. Petitioners affirm that they are the record owners as shown in exhibit "B". In compliance with the requirements of Texas Local Government Code, Section 372.005(b), as determined by the current roll of the Lubbock Central Appraisal District, the Petitioners constitute: (i) the owners of taxable real property representing more than 50% of the appraised value of real property liable for assessment under the proposal described herein, and (ii) the record owners of taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under such proposal.

Section 2. General nature of the proposed public improvements. The general nature of the proposed public improvements is: (i)acquisition, construction, or drainage facilities or improvements, (ii) the design, construction and maintenance of parks and green spaces, together with any ancillary structures, features or amenities such as playgrounds, splash pads, pool(s), athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located there in along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscaping and irrigation; and (ii) payment of costs associated with developing and financing the public improvements listed in subdivision (i) including costs of establishing, administering and operating the District.

Section 3. Estimated cost of the proposed public improvements and annual maintenance: $500,000 estimated for proposed public improvements as mentioned in section 2. Annual maintenance costs - $185,629.65 for proposed improvements made by developer (Betenbough Homes, LLC).

Section 4. Boundaries. The proposed boundaries of the District are described in Exhibit "C".

Section 5. Method of assessment. An assessment methodology has been prepared that will address (i) how the costs of the public improvements paid for with the assessments are assessed against the property in the District, (ii) the assessments to be collected each year, and (iii) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits accruing to property in the District and how the costs of the public improvements are assessed to property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

In assessing the maintenance of the public improvements, property will be classified based on the net taxable value of the property.

The assessment methodology will result in each parcel paying its fair share of the costs of maintaining the public improvements based on the special benefits received by the property from the public improvements and property equally situated paying equal shares of the costs of the public improvements.

The annual budget is subject to review by City of Lubbock staff and final approval by the City Council. The annual assessments may be adjusted as a result of the City of Lubbock staff review and City Council approval.

Section 6. Apportionment of Cost between the City and the District. The City will not be obligated to provide any funds to finance the proposed public improvements or maintain the public improvements. All of the costs of the proposed public improvements will be paid by assessments of the property within the District and from other sources of funds, if any, available to the developer of the Land.

Section 7. Management of the District. The City will manage the District, or a partnership between the municipality or county and the private sector, to the extent allowed by law, the City may contract with either a non-profit, or a for-profit organization, including a Public Facilities Corporation created by the City pursuant to Chapter 303, Texas Local Government Code, to carry out all or a part of the responsibilities of managing the District, including the day-to-day management and administration of the District.

Section 8. Advisory board. An advisory board may be established to develop and recommend an improvement plan to the City Council of the City (the "City Council").

The signers of this petition request the establishment of the District and this petition will be filed with the City Secretary in support of the creation of the District by the City Council as herein provided.

[Signature on following page]

PETITIONER(S):

Cal Zant, President, Betenbough Homes

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

JOSHUA WELDY
Notary Public, State of Texas
Notary ID# 13127095-2
My Commission Expires 09-07-2021

On this, the 27 day of March 2018, before me, the undersigned Notary Public, personally appeared Cal Zant who acknowledged that he/she is the landowner and that he/she, in such capacity, being duly authorized so to do, executed the foregoing petition for the purposes therein contained by signing his name in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public Signature

EXHIBIT A

EXHIBIT 1

Proposed Bell Farms PID

Outside City limits
Inside City limits
Inside City limits
Outside City limits
Inside City limits
Outside City limits
Inside City limits
Outside City limits
INTERSTATE 27
19TH ST
AVENUE A
AVENUE B
AVENUE C
AVENUE D
AVENUE E
AVENUE F
AVENUE G
AVENUE H
AVENUE J
AVENUE K
AVENUE L
AVENUE M
AVENUE N
AVENUE P
AVENUE Q
AVENUE R
AVENUE S
AVENUE T
AVENUE U
AVENUE V
AVENUE W
AVENUE X
AVENUE Y
AVENUE Z
AVENUE A
AVENUE B
AVENUE C
AVENUE D
AVENUE E
AVENUE F
AVENUE G
AVENUE H
AVENUE J
AVENUE K
AVENUE L
AVENUE M
AVENUE N
AVENUE P
AVENUE Q
AVENUE R
AVENUE S
AVENUE T
AVENUE U
AVENUE V
AVENUE W
AVENUE X
AVENUE Y
AVENUE Z
19TH ST
18TH ST
19TH ST
19TH ST
19

Exhibit "C"

**A PUBLIC IMPROVEMENT DISTRICT TRACT IN
TRACT A,
BELL FARMS LUBBOCK SOUTH OFFICE,
AN ADDITION TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS**

(PLAT RECORDED IN PLAT & DEDICATION NO. 2017036298 OF
THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS)

(Sheet 1 of 2, Sketch attached as Sheet 2)

A tract of land located in Tract A, Bell Farms Lubbock South Office, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Plat and Dedication No. 2017036298 of the Official Public Records of Lubbock County, Texas, and situated within the northwest quarter of Section 16, Block E, G.C. & S.F. RR. Co. Survey, Abstract No. 664, Lubbock County, Texas, said tract contains 370 square feet (0.0085 acres) of land, more or less, being further described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with a cap marked "Stevens RPLS 4339" found at the most northerly northwest corner of said Tract A and this tract, whence the southwest corner of said northwest quarter of Section 16 bears N. 88° 11' 22" W. a distance of 84.98 feet and S. 01° 48' 38" W. a distance of 361.98 feet, said quarter section corner having coordinates of Northing: 7,233,859.58 and Easting: 940,936.22, Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE southeasterly, along a curve to the right and the south right-of-way line of 138th Street, as dedicated by said plat, an arc distance of 20.98 feet, said curve having a radius of 495.50 feet, a delta angle of 02° 25' 32", a chord distance of 20.98 feet and a chord bearing of S. 83° 00' 46" E., to a point for the northeast corner of this tract;

THENCE S. 03° 27' 34" W. a distance of 12.85 feet to a point for the southeast corner of this tract;

THENCE N. 86° 45' 59" W. a distance of 29.70 feet to a point for the southwest corner of this tract;

THENCE N. 03° 27' 34" E. a distance of 5.32 feet to a point in the southeast right-of-way chamfer of said 138th Street and South University Avenue, as dedicated by said plat, for the most westerly northwest corner of this tract, whence a 1/2" iron rod with a cap marked "Stevens RPLS 4339" found at the southwest corner of said right-of-way chamfer bears S. 47° 55' 30" W. a distance of 29.09 feet;

THENCE N. 47° 55' 30" E. a distance of 12.51 feet to the POINT OF BEGINNING. Bearings are based on the Texas Coordinate System of 1983 (2011), Texas North Central Zone. Distances are at surface, in U.S. survey feet.

This description was prepared for purposes of instituting a Public Improvement District and does not represent a survey made upon the ground. This description is compiled from information obtained in previous surveys made within said Section 16 and encompassing this tract.

Exhibit "C"

A PUBLIC IMPROVEMENT DISTRICT IN
SECTION 16, BLOCK E,
G.C. & S.F. RR. CO. SURVEY,
ABSTRACTS NO. 664, 1000, 1178 AND 1179,
LUBBOCK COUNTY, TEXAS

A tract of land located in Section 16, Block E, G.C. & S.F. RR. Co. Survey, Abstracts No. 664, 1000, 1178 and 1179, Lubbock County, Texas, said tract contains 472.11 acres of land, more or less, being further described by metes and bounds as follows:

BEGINNING at a point for the most southerly southeast corner of this tract, whence the southeast corner of said Section 16 bears S. 01° 32' 10" W. a distance of 55.00 feet and S. 88° 27' 50" E. a distance of 94.66 feet, said section corner having coordinates of Northing: 7,231,077.46 and Easting: 946,079.73, Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE N. 88° 27' 50" W., parallel with and 55.00 feet north of the south line of said Section 16, a distance of 4632.26 feet to a point of intersection and a corner of this tract;

THENCE N. 85° 36' 05" W. a distance of 200.25 feet to a point of intersection and a corner of this tract;

THENCE N. 88° 27' 50" W. a distance of 265.00 feet to a point for the southwest corner of this tract, whence the southwest corner of said Section 16 bears S. 01° 32' 10" W. a distance of 65.00 feet and N. 88° 27' 50" W. a distance of 40.00 feet, said section corner having coordinates of Northing: 7,231,217.68 and Easting: 940,850.64, Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE N. 01° 51' 20" E. a distance of 845.29 feet to a point for a corner of this tract;

THENCE S. 88° 08' 40" E. a distance of 859.55 feet to a point for an ell corner of this tract;

THENCE N. 01° 51' 20" E. a distance of 1769.53 feet to a point for an ell corner of this tract;

THENCE N. 88° 24' 19" W. a distance of 644.59 feet to a point for a corner of this tract;

THENCE N. 01° 35' 41" E. a distance of 272.86 feet to a point for a corner of this tract;

THENCE N. 26° 41' 44" E. a distance of 82.00 feet to a point for a corner of this tract;

THENCE southeasterly, along a curve to the right, an arc distance of 33.15 feet, said curve having a radius of 565.00 feet, a delta angle of 03° 21' 43", a chord distance of 33.15 feet and a chord bearing of S. 61° 37' 25" E., to a point of intersection and a corner of this tract;

THENCE N. 76° 19' 31" E. a distance of 14.33 feet to a point of intersection and a corner of this tract;

THENCE N. 32° 05' 09" E. a distance of 9.00 feet to a point of intersection and a corner of this tract;

THENCE N. 01° 48' 38" E. a distance of 1443.88 feet to a point for the northwest corner of this tract, whence the northwest corner of said Section 16 bears N. 88° 11' 22" W. a distance of 336.47 feet and N. 01° 48' 38" E. a distance of 842.41 feet, said section corner having coordinates of Northing: 7,236,520.86 and Easting: 941,020.34, Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE S. 88° 11' 22" E. a distance of 2279.69 feet to a point of intersection in the centerline of Avenue U and a corner of this tract;

THENCE S. 88° 08' 40" E. a distance of 2565.54 feet to a point for the northeast corner of this tract, whence the northeast corner of said Section 16 bears S. 88° 06' 18" E. a distance of 55.00 feet and N. 01° 53' 42" E. a distance of 839.68 feet, said section corner having coordinates of Northing: 7,236,350.58 and Easting: 946,254.20, Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE S. 01° 53' 42" W., parallel with and 55.00 feet west of the east line of said Section 16, a distance of 3933.06 feet to a point or intersection and a corner of this tract;

THENCE S. 04° 45' 27" W. a distance of 200.25 feet to a point or intersection and a corner of this tract;

THENCE S. 01° 53' 42" W., parallel with and 65.00 feet west of the east line of said Section 16, a distance of 220.00 feet to a point or intersection and a corner of this tract;

THENCE S. 46° 42' 56" W. a distance of 42.56 feet to the POINT OF BEGINNING. Bearings are based on the Texas Coordinate System of 1983 (2011), Texas North Central Zone. Distances are at surface, in U.S. survey feet.

This description was prepared for purposes of instituting a Public Improvement District and does not represent a survey made upon the ground. This description is compiled from information obtained in previous surveys made within said Section 16 and encompassing this tract.

Exhibit "C"

A PUBLIC IMPROVEMENT DISTRICT IN
IN THE NORTHWEST QUARTER OF
SECTION 16, BLOCK E,
G.C. & S.F. RR. CO. SURVEY,ABSTRACT NO. 664,
LUBBOCK COUNTY, TEXAS

A tract of land located in the northwest quarter of Section 16, Block E, G.C. & S.F. RR. Co. Survey, Abstract No. 664, Lubbock County, Texas, said tract contains 0.6589 acres (28,703 square feet) of land, more or less, being further described by metes and bounds as follows:

BEGINNING at the intersection of the west right-of-way line of Avenue U, as dedicated by the plat of Bell Farms, Lots 1 through 133, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in County Clerk's Plat and Dedication No. 2016044295 of the Official Public Records of Lubbock County, Texas, and the proposed south right-of-way line of (proposed) Loop 88 (F.M. 1585), as described and shown as Parcel 252A Part 2 in a right-of-way document prepared by SAM, Inc., dated October 27, 2017, for the northeast corner of this tract, whence a 1/2" iron rod with a cap marked "Stevens RPLS 4339" found at a point of intersection being the south corner of a 45° chamfer in the west right-of-way line of Avenue U, bears N. 02° 00' 08" E. a distance of 175.98 feet, and the northeast corner of said northwest quarter of Section 16 bears S. 87° 59' 52" E. a distance of 32.00 feet and N. 02° 00' 08" E. a distance of 266.05 feet, said quarter section corner having coordinates of Northing: 7,236,435.72 and Easting: 943,637.27, Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE S. 02° 00' 08" W., along the west right-of-way line of Avenue U, a distance of 574.05 feet to a point for the southeast corner of this tract;

THENCE N. 88° 11' 22" W. a distance of 50.00 feet to a point for the southwest corner of this tract;

THENCE N. 02° 00' 08" E. a distance of 574.08 feet to a point for the northwest corner of this tract;

THENCE S. 88° 08' 57" E. a distance of 50.00 feet to the POINT OF BEGINNING. Bearings are based on the Texas Coordinate System of 1983 (2011), Texas North Central Zone. Distances are at surface, in U.S. survey feet.

This description was prepared for purposes of instituting a Public Improvement District and does not represent a survey made upon the ground. This description is compiled from information obtained in previous surveys made within said Section 16 and encompassing this tract.

Exhibit "B"

Quick Reference	Tax Year	Owner	Address	Legal Description	sc
R329277	2018	BETENBOUGH HOMES INC	13619 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 118	
R329287	2018	BETENBOUGH HOMES INC	13606 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 128	
R330500	2018	BETENBOUGH HOMES INC	13802 AVE U, LUBBOCK, TX 79423	BELL FARMS L 134	
R330501	2018	BETENBOUGH HOMES INC	13804 AVE U, LUBBOCK, TX 79423	BELL FARMS L 135	
R330502	2018	BETENBOUGH HOMES INC	13806 AVE U, LUBBOCK, TX 79423	BELL FARMS L 136	
R330503	2018	BETENBOUGH HOMES INC	13808 AVE U, LUBBOCK, TX 79423	BELL FARMS L 137	
R330504	2018	BETENBOUGH HOMES INC	13810 AVE U, LUBBOCK, TX 79423	BELL FARMS L 138	
R330505	2018	BETENBOUGH HOMES INC	13812 AVE U, LUBBOCK, TX 79423	BELL FARMS L 139	
R330506	2018	BETENBOUGH HOMES INC	13814 AVE U, LUBBOCK, TX 79423	BELL FARMS L 140	
R330507	2018	BETENBOUGH HOMES INC	2102 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 141	
R330508	2018	BETENBOUGH HOMES INC	2104 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 142	
R330509	2018	BETENBOUGH HOMES INC	2106 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 143	
R330510	2018	BETENBOUGH HOMES INC	2108 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 144	
R330511	2018	BETENBOUGH HOMES INC	2110 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 145	
R330512	2018	BETENBOUGH HOMES INC	13813 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 146	
R330513	2018	BETENBOUGH HOMES INC	13811 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 147	
R330514	2018	BETENBOUGH HOMES INC	13809 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 148	
R330515	2018	BETENBOUGH HOMES INC	13807 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 149	
R330516	2018	BETENBOUGH HOMES INC	13805 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 150	
R330517	2018	BETENBOUGH HOMES INC	13803 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 151	
R330518	2018	BETENBOUGH HOMES INC	13801 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 152	
R330519	2018	BETENBOUGH HOMES INC	13802 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 153	
R330520	2018	BETENBOUGH HOMES INC	13804 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 154	
R330521	2018	BETENBOUGH HOMES INC	13806 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 155	
R330522	2018	BETENBOUGH HOMES INC	13808 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 156	
R330523	2018	BETENBOUGH HOMES INC	13810 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 157	
R330524	2018	BETENBOUGH HOMES INC	13812 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 158	
R330525	2018	BETENBOUGH HOMES INC	13814 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 159	
R330526	2018	BETENBOUGH HOMES INC	13816 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 160	
R330527	2018	BETENBOUGH HOMES INC	13818 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 161	
R330528	2018	BETENBOUGH HOMES INC	13820 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 162	
R330529	2018	BETENBOUGH HOMES INC	13822 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 163	

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R330530	2018	BETENBOUGH HOMES INC	13819 AVE V, LUBBOCK, TX 79423	BELL FARMS L 164
R330531	2018	BETENBOUGH HOMES INC	13817 AVE V, LUBBOCK, TX 79423	BELL FARMS L 165
R330532	2018	BETENBOUGH HOMES INC	13815 AVE V, LUBBOCK, TX 79423	BELL FARMS L 166
R330533	2018	BETENBOUGH HOMES INC	13813 AVE V, LUBBOCK, TX 79423	BELL FARMS L 167
R330534	2018	BETENBOUGH HOMES INC	13811 AVE V, LUBBOCK, TX 79423	BELL FARMS L 168
R330535	2018	BETENBOUGH HOMES INC	13809 AVE V, LUBBOCK, TX 79423	BELL FARMS L 169
R330536	2018	BETENBOUGH HOMES INC	13807 AVE V, LUBBOCK, TX 79423	BELL FARMS L 170
R330537	2018	BETENBOUGH HOMES INC	13805 AVE V, LUBBOCK, TX 79423	BELL FARMS L 171
R330538	2018	BETENBOUGH HOMES INC	13803 AVE V, LUBBOCK, TX 79423	BELL FARMS L 172
R330539	2018	BETENBOUGH HOMES INC	13801 AVE V, LUBBOCK, TX 79423	BELL FARMS L 173
R330540	2018	BETENBOUGH HOMES INC	13802 AVE V, LUBBOCK, TX 79423	BELL FARMS L 174
R330541	2018	BETENBOUGH HOMES INC	13804 AVE V, LUBBOCK, TX 79423	BELL FARMS L 175
R330542	2018	BETENBOUGH HOMES INC	13806 AVE V, LUBBOCK, TX 79423	BELL FARMS L 176
R330543	2018	BETENBOUGH HOMES INC	13808 AVE V, LUBBOCK, TX 79423	BELL FARMS L 177
R330544	2018	BETENBOUGH HOMES INC	13810 AVE V, LUBBOCK, TX 79423	BELL FARMS L 178
R330545	2018	BETENBOUGH HOMES INC	13812 AVE V, LUBBOCK, TX 79423	BELL FARMS L 179
R330546	2018	BETENBOUGH HOMES INC	13814 AVE V, LUBBOCK, TX 79423	BELL FARMS L 180
R330547	2018	BETENBOUGH HOMES INC	13816 AVE V, LUBBOCK, TX 79423	BELL FARMS L 181
R330548	2018	BETENBOUGH HOMES INC	13818 AVE V, LUBBOCK, TX 79423	BELL FARMS L 182
R330549	2018	BETENBOUGH HOMES INC	13820 AVE V, LUBBOCK, TX 79423	BELL FARMS L 183
R330550	2018	BETENBOUGH HOMES INC	13819 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 184
R330551	2018	BETENBOUGH HOMES INC	13817 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 185
R330552	2018	BETENBOUGH HOMES INC	13815 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 186
R330553	2018	BETENBOUGH HOMES INC	13813 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 187
R330554	2018	BETENBOUGH HOMES INC	13811 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 188
R330555	2018	BETENBOUGH HOMES INC	13809 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 189
R330556	2018	BETENBOUGH HOMES INC	13807 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 190
R330558	2018	BETENBOUGH HOMES INC	13803 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 192
R330559	2018	BETENBOUGH HOMES INC	13801 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 193
R330560	2018	BETENBOUGH HOMES INC	13802 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 194
R330561	2018	BETENBOUGH HOMES INC	13804 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 195
R330562	2018	BETENBOUGH HOMES INC	13806 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 196
R330563	2018	BETENBOUGH HOMES INC	13808 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 197

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R330564	2018	BETENBOUGH HOMES INC	13810 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 198
R330565	2018	BETENBOUGH HOMES INC	13812 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 199
R330566	2018	BETENBOUGH HOMES INC	13814 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 200
R330567	2018	BETENBOUGH HOMES INC	13816 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 201
R330568	2018	BETENBOUGH HOMES INC	13818 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 202
R330569	2018	BETENBOUGH HOMES INC	13820 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 203
R330570	2018	BETENBOUGH HOMES INC	13817 AVE W, LUBBOCK, TX 79423	BELL FARMS L 204
R330571	2018	BETENBOUGH HOMES INC	13815 AVE W, LUBBOCK, TX 79423	BELL FARMS L 205
R330573	2018	BETENBOUGH HOMES INC	13811 AVE W, LUBBOCK, TX 79423	BELL FARMS L 207
R330574	2018	BETENBOUGH HOMES INC	13809 AVE W, LUBBOCK, TX 79423	BELL FARMS L 208
R330575	2018	BETENBOUGH HOMES INC	13807 AVE W, LUBBOCK, TX 79423	BELL FARMS L 209
R330576	2018	BETENBOUGH HOMES INC	13805 AVE W, LUBBOCK, TX 79423	BELL FARMS L 210
R330577	2018	BETENBOUGH HOMES INC	13803 AVE W, LUBBOCK, TX 79423	BELL FARMS L 211
R330578	2018	BETENBOUGH HOMES INC	13801 AVE W, LUBBOCK, TX 79423	BELL FARMS L 212
R330579	2018	BETENBOUGH HOMES INC	13802 AVE W, LUBBOCK, TX 79423	BELL FARMS L 213
R330580	2018	BETENBOUGH HOMES INC	13804 AVE W, LUBBOCK, TX 79423	BELL FARMS L 214
R330581	2018	BETENBOUGH HOMES INC	13806 AVE W, LUBBOCK, TX 79423	BELL FARMS L 215
R330582	2018	BETENBOUGH HOMES INC	13808 AVE W, LUBBOCK, TX 79423	BELL FARMS L 216
R330583	2018	BETENBOUGH HOMES INC	13810 AVE W, LUBBOCK, TX 79423	BELL FARMS L 217
R330584	2018	BETENBOUGH HOMES INC	13812 AVE W, LUBBOCK, TX 79423	BELL FARMS L 218
R330585	2018	BETENBOUGH HOMES INC	13814 AVE W, LUBBOCK, TX 79423	BELL FARMS L 219
R330586	2018	BETENBOUGH HOMES INC	13816 AVE W, LUBBOCK, TX 79423	BELL FARMS L 220
R330587	2018	BETENBOUGH HOMES INC	13818 AVE W, LUBBOCK, TX 79423	BELL FARMS L 221
R330588	2018	BETENBOUGH HOMES INC	13817 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 222
R330590	2018	BETENBOUGH HOMES INC	13813 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 224
R330591	2018	BETENBOUGH HOMES INC	13811 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 225
R330592	2018	BETENBOUGH HOMES INC	13809 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 226
R330593	2018	BETENBOUGH HOMES INC	13807 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 227
R330594	2018	BETENBOUGH HOMES INC	13805 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 228
R330595	2018	BETENBOUGH HOMES INC	13803 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 229
R330596	2018	BETENBOUGH HOMES INC	13801 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 230
R330597	2018	BETENBOUGH HOMES INC	13802 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 231
R330598	2018	BETENBOUGH HOMES INC	13804 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 232

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R330600	2018	BETENBOUGH HOMES INC	13808 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 234
R330601	2018	BETENBOUGH HOMES INC	13810 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 235
R330602	2018	BETENBOUGH HOMES INC	13812 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 236
R330603	2018	BETENBOUGH HOMES INC	13814 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 237
R330604	2018	BETENBOUGH HOMES INC	13816 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 238
R330605	2018	BETENBOUGH HOMES INC	13818 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 239
R330606	2018	BETENBOUGH HOMES INC	13820 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 240
R330607	2018	BETENBOUGH HOMES INC	2311 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 241
R330610	2018	BETENBOUGH HOMES INC	2305 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 244
R330611	2018	BETENBOUGH HOMES INC	2303 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 245
R330612	2018	BETENBOUGH HOMES INC	2301 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 246
R330613	2018	BETENBOUGH HOMES INC	2207 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 247
R330614	2018	BETENBOUGH HOMES INC	2205 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 248
R330615	2018	BETENBOUGH HOMES INC	2203 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 249
R329184	2018	BETENBOUGH HOMES INC	13602 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 25
R330616	2018	BETENBOUGH HOMES INC	2201 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 250
R329185	2018	BETENBOUGH HOMES INC	13601 AVE V, LUBBOCK, TX 79423	BELL FARMS L 26
R330629	2018	BETENBOUGH HOMES INC	2109 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 263
R330630	2018	BETENBOUGH HOMES INC	2107 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 264
R330631	2018	BETENBOUGH HOMES INC	2105 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 265
R330632	2018	BETENBOUGH HOMES INC	2103 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 266
R330633	2018	BETENBOUGH HOMES INC	2101 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 267
R329200	2018	BETENBOUGH HOMES INC	13602 AVE V, LUBBOCK, TX 79423	BELL FARMS L 41
R329165	2018	BETENBOUGH HOMES INC	13608 AVE U, LUBBOCK, TX 79423	BELL FARMS L 6
R329219	2018	BETENBOUGH HOMES INC	2115 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 60
R329220	2018	BETENBOUGH HOMES INC	2113 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 61
R329244	2018	BETENBOUGH HOMES INC	2136 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 85
R331292	2018	BETENBOUGH HOMES INC		BELL FARMS LUBBOCK SOUTH OFFICE 370 SQFT OUT OF TR A
R331034	2018	BETENBOUGH HOMES INC		BELL FARMS LUBBOCK SOUTH OFFICE TR B
R331035	2018	BETENBOUGH HOMES INC		BELL FARMS LUBBOCK SOUTH OFFICE TR C
R331296	2018	BETENBOUGH HOMES INC		BLK E SEC 16 AB 1000 TR C3A OF SW/4 ACS: 91.327
R331293	2018	STOREHOUSE LAND COMPANY LLC		BLK E SEC 16 AB 1178 TR A2 OF NE/4 ACS: 106.397
R331297	2018	STOREHOUSE LAND COMPANY LLC	79423	BLK E SEC 16 AB 1179 TR D1 OF SE/4 ACS: 152.031

R331294	2018	BETENBOUGH HOMES INC	79423	BLK E SEC 16 AB 664 TR B2A OF NW/4 ACS: .658
R331295	2018	BETENBOUGH HOMES INC	79423	BLK E SEC 16 AB 664 TR B2B OF NW/4 ACS: 64.699

EXHIBIT 1

EXHIBIT A

EXHIBIT 1

BETENBOUGH HOMES

April 5, 2018

Cheryl Brock

City of Lubbock, Tx

1625 13th Street

Lubbock, Tx 79457

RE: Bell Farms, Public Improvement District

Dear Honorable Mayor and City Council;

Bell Farms is a residential development within the city limits of the City of Lubbock bound on the West by University Ave, the East by Ave P, the North by 130th St (Future Loop 88), and the South by 146th Street. We are proposing to create a Public Improvement District, "PID", to maintain the public improvements for Bell Farms.

In order to comply with the "Public Improvements District Policies and Guidelines", we are providing information as required in Section III. "Guidelines", b. "Petition Requirements". We are providing information regarding items 1, 5-16, as follow:

1. Betenbough has purchased/optioned almost 640 acres. We have currently, to date, closed 100 homes. Betenbough plans to invest 1.25 million in improvements for this park system before it would be deeded over to the City and the PID. We will be here to help keep the PID healthy and thriving. We have employees that are home owners in this community currently. We have a heavily vested interest in making this PID healthy and self-sufficient.

5. If there is sufficient support to petition to dissolvee the Public Improvement District certain requirements in addition to sufficient support must be met in order to dissolve the PID. Those requirements include arrangements to transfer ownership and maintenance of the City owned and PID maintained property. These arrangements are to be made by the Advisory Board and with funds available to the Advisory Board. Betenbough will have been responsible for some maintenance before the park system would be deeded over. With having supported some maintenance, we feel we will have

BETENBOUGH
HOMES®

an accurate representation of cost to propose for the service plan. So far, all of our proposed service plans, does get reviewed by city staff, and approved by city council.

6. Map of the area is attached to this email and is to be added to the petition.

7. In regards to the procedure for the nomination of the PID Advisory Board, the process shall be consistent with the bylaws for Public Improvement Districts for the City of Lubbock.

8. Addressed in Section 2 of the petition. We feel that the "park system" creates a quality of life for the homeowners. Each park will be uniquely different and interconnected through city ROW.

9. Each parcel of City-owned land will be identified as a "Tract" at time of platting. Currently, only Tract B of Bell Farms Lubbock South Office is platted.

10. General description of proposed improvements in Section 2 of the petition.

11. The estimated total cost of the improvements is approximately $1,250,000 and will be paid and constructed by the developer, Betenbough Homes, with no desire for any reimbursement. The estimated cost of the maintenance is approximately $185,629.65 per year and is to be paid for by the PID as soon as the funds are available. This is the estimated cost for the entirety of the "park system".

12. Budget is attached in the service plan.

13. Method of assessment will be based on the net taxable value of the affected properties and will be assessed at $.123 per $100.00 valuation.

14. Documentation of liability insurance will be attached to this letter.

15. Addressed in Section 6 of the petition.

16. Addressed in Section 5 of the petition.

EXHIBIT A

EXHIBIT 1

BETENBOUGH HOMES

Our goal is to provide all of the information requested to continue with the creation of the PID. Please let us know if you have any questions or require any additional information.

Chris Berry

Development

Betenbough Homes

Bell Farms PID Service Plan

Proposed Revenue/Expense Worksheet

		Proposed											
		2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	Totals
REVENUE	est # Homes closed		100	225	225	200	225	200	200	193.3	180	200	1948.3
Property Values*		-	15,000,000	49,050,000	83,781,000	115,456,620	151,315,752	#########	218,236,989	251,026,729	283,659,263	319,352,448	1,672,204,869
Discounted Property Values		-	13,500,000	44,145,000	75,402,900	103,910,958	136,364,177	#########	196,413,290	226,064,056	255,293,337	287,399,204	1,504,994,382
Interest		-	-	687	2,246	3,536	5,287	6,938	8,451	6,662	7,682	8,660	50,149
@ 12 Assessment @ $0.12		-	-	16,200	52,974	90,183	124,693	163,637	199,310	-	-	-	647,297
@ 08 Assessment @ $0.08		-	-	-	-	-	-	-	-	157,131	181,171	204,235	542,537
Total		-	-	16,887	55,220	94,328	129,980	170,575	207,760	163,793	188,853	212,894	1,240,283
	Improvement est cost												
EXPENSE													
Park 1	$55,000.00												
Park on 137th/138th by lift station 1 acre				$ 9,020.00	$ 9,792.00	$ 9,987.84	$ 10,187.60	$ 10,391.35	$ 10,599.18	$ 10,811.16	$ 11,027.38	$ 82,396.50	
Park 2	$75,000.00												
pocket park SW/4				$ 2,400.00	$ 2,448.00	$ 2,496.96	$ 2,546.90	$ 2,597.84	$ 2,649.79	$ 2,702.79	$ 2,756.85	$ 20,599.13	
Park 3	$50,000.00												
park located at NW/4				$	$ 2,400.00	$ 2,448.00	$ 2,496.96	$ 2,546.90	$ 2,597.84	$ 2,649.79	$ 2,702.79	$ 17,842.28	
Park 4	$340,000.00												
Plays lake park (9 acres approx)				$	$ -	$ 61,200.00	$ 66,585.60	$ 67,917.31	$ 69,275.66	$ 70,663.17	$ 72,074.39	$ 411,791.14	
Park 5	$80,000.00												
appx 1/2 acre park in NE/4							$ 4,800.00	$ 4,896.00	$ 4,993.92	$ 5,093.80	$ 5,195.67	$ 24,979.39	
Park 6	$75,000.00												
appx 1/2 acre park in SE/4								$	$ 4,800.00	$ 4,896.00	$ 4,993.92	$ 5,093.80	$ 19,783.72
Signage	$75,000.00												
Neighborhood Entry Signs				$	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 8,000.00	
Common Green Spaces	$300,000.00												
walking paths to connect parks (path and landscape)							$ 45,000.00	$ 45,900.00	$ 46,818.00	$ 47,754.36	$ 48,709.45	$ 234,181.81	
Electric Cost for park Subtotal													
Proposed parks 1,4				$ 1,800.00	$ 1,836.00	$ 1,872.72	$ 1,910.17	$ 1,948.38	$ 1,987.35	$ 2,027.09	$ 2,067.63	$ 15,449.34	
Electric Cost for irrigation													
Proposed Parks 1 4				$ 1,380.00	$ 1,407.60	$ 1,435.75	$ 1,464.47	$ 1,493.76	$ 1,523.63	$ 1,554.10	$ 1,585.19	$ 11,844.50	
LPL irrigation													
Proposed Parks 2,3,5,6				$ 14,400.00	$ 14,688.00	$ 14,981.76	$ 15,281.40	$ 15,587.02	$ 15,898.76	$ 16,216.74	$ 16,541.07	$ 123,594.75	
Administrative Costs													
	$1,250,000.00			$ 3,854.00	$ 3,357.16	$ 9,950.30	$ 15,127.31	$ 15,907.86	$ 16,224.01	$ 16,546.89	$ 16,875.42	$ 97,046.56	
Debt Service													
Capital Outlay (Developer)												$	
Total		-	$ -	$ -	$ 33,838.80	$ 36,928.74	$ 189,453.34	#########	$ 174,960.47	$ 178,464.14	$ 182,033.42	$ 185,629.85	$ 2,047,312.33
Cash Reserves		-	$ -	$ 16,886.80	$ 38,368.96	$ 95,868.28	$ 116,387.80	#########	$ 153,335.90	$ 138,664.73	$ 145,506.21	$ 172,770.78	$ 990,442.50

*Property Value growth rate = 2% annually

**Expense growth rate = 2% annually

ASSESSMENT INFORMATION		
2017-2023		
Assessment per $100,000	$120.00	$ 120.00
2024-Future		
Assessment per $100,000	$80.00	$ 80.00

AVG maintenance cost (landscaping)

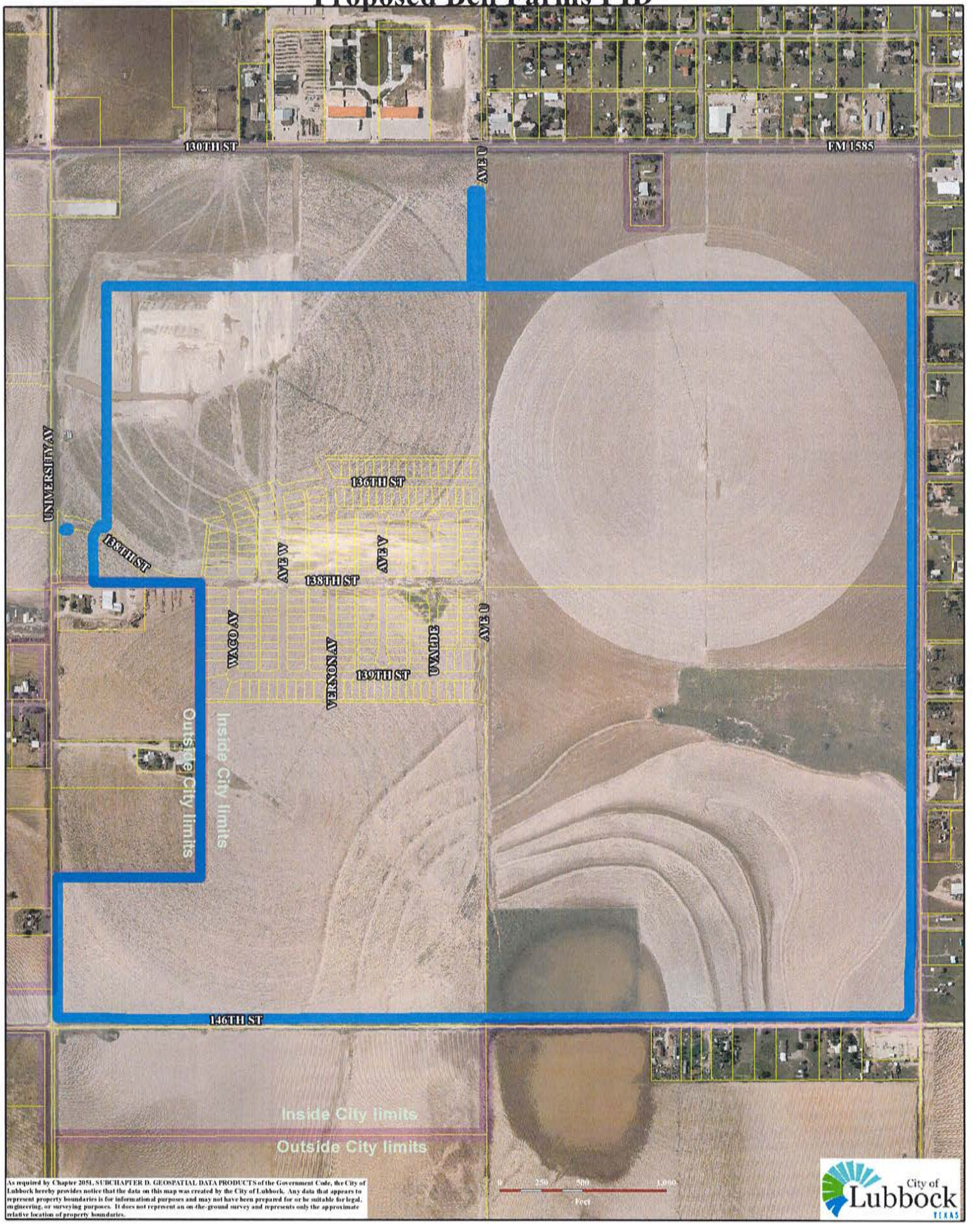
	Monthly	Yearly
1/4 acre	$200.00	$2,400.00
1/2 Acre	$400.00	$4,800.00
1 acre	$800.00	$9,600.00
3 acres	$1,600.00	$19,200.00
6 acres	$3,200.00	$38,400.00
9 acres	$6,400.00	$76,800.00

SPEC

Monthly Well cost	$50.00	$600.00
Monthly lighting cost	$75.00	$900.00
LPL		
Monthly irrigation (lola)	$300.00	$3,600.00
Monthly irrigation (Lonestar) drip	75	

EXHIBIT A
EXHIBIT 1

EXHIBIT 2
Proposed Bell Farms PID



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

EXHIBIT A

EXHIBIT 2

A PUBLIC IMPROVEMENT DISTRICT IN
SECTION 16, BLOCK E,
G.C. & S.F. RR. CO. SURVEY,
ABSTRACTS NO. 664, 1000, 1178 AND 1179,
LUBBOCK COUNTY, TEXAS

A tract of land located in Section 16, Block E, G.C. & S.F. RR. Co. Survey, Abstracts No. 664, 1000, 1178 and 1179, Lubbock County, Texas, said tract contains 472.11 acres of land, more or less, being further described by metes and bounds as follows:

BEGINNING at a point for the most southerly southeast corner of this tract, whence the southeast corner of said Section 16 bears S. 01° 32' 10" W. a distance of 55.00 feet and S. 88° 27' 50" E. a distance of 94.66 feet, said section corner having coordinates of Northing: 7,231,077.46 and Easting: 946,079.73, Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE N. 88° 27' 50" W., parallel with and 55.00 feet north of the south line of said Section 16, a distance of 4632.26 feet to a point of intersection and a corner of this tract;

THENCE N. 85° 36' 05" W. a distance of 200.25 feet to a point of intersection and a corner of this tract;

THENCE N. 88° 27' 50" W. a distance of 265.00 feet to a point for the southwest corner of this tract, whence the southwest corner of said Section 16 bears S. 01° 32' 10" W. a distance of 65.00 feet and N. 88° 27' 50" W. a distance of 40.00 feet, said section corner having coordinates of Northing: 7,231,217.68 and Easting: 940,850.64, Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE N. 01° 51' 20" E. a distance of 845.29 feet to a point for a corner of this tract;

THENCE S. 88° 08' 40" E. a distance of 859.55 feet to a point for an ell corner of this tract;

THENCE N. 01° 51' 20" E. a distance of 1769.53 feet to a point for an ell corner of this tract;

THENCE N. 88° 24' 19" W. a distance of 644.59 feet to a point for a corner of this tract;

THENCE N. 01° 35' 41" E. a distance of 272.86 feet to a point for a corner of this tract;

THENCE N. 26° 41' 44" E. a distance of 82.00 feet to a point for a corner of this tract;

THENCE southeasterly, along a curve to the right, an arc distance of 33.15 feet, said curve having a radius of 565.00 feet, a delta angle of 03° 21' 43", a chord distance of 33.15 feet and a chord bearing of S. 61° 37' 25" E., to a point of intersection and a corner of this tract;

THENCE N. 76° 19' 31" E. a distance of 14.33 feet to a point of intersection and a corner of this tract;

EXHIBIT 2

THENCE N. 32° 05' 09" E. a distance of 9.00 feet to a point of intersection and a corner of this tract;

THENCE N. 01° 48' 38" E. a distance of 1443.88 feet to a point for the northwest corner of this tract, whence the northwest corner of said Section 16 bears N. 88° 11' 22" W. a distance of 336.47 feet and N. 01° 48' 38" E. a distance of 842.41 feet, said section corner having coordinates of Northing: 7,236,520.86 and Easting: 941,020.34, Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE S. 88° 11' 22" E. a distance of 2279.69 feet to a point of intersection in the centerline of Avenue U and a corner of this tract;

THENCE S. 88° 08' 40" E. a distance of 2565.54 feet to a point for the northeast corner of this tract, whence the northeast corner of said Section 16 bears S. 88° 06' 18" E. a distance of 55.00 feet and N. 01° 53' 42" E. a distance of 839.68 feet, said section corner having coordinates of Northing: 7,236,350.58 and Easting: 946,254.20, Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE S. 01° 53' 42" W., parallel with and 55.00 feet west of the east line of said Section 16, a distance of 3933.06 feet to a point or intersection and a corner of this tract;

THENCE S. 04° 45' 27" W. a distance of 200.25 feet to a point or intersection and a corner of this tract;

THENCE S. 01° 53' 42" W., parallel with and 65.00 feet west of the east line of said Section 16, a distance of 220.00 feet to a point or intersection and a corner of this tract;

THENCE S. 46° 42' 56" W. a distance of 42.56 feet to the POINT OF BEGINNING. Bearings are based on the Texas Coordinate System of 1983 (2011), Texas North Central Zone. Distances are at surface, in U.S. survey feet.

This description was prepared for purposes of instituting a Public Improvement District and does not represent a survey made upon the ground. This description is compiled from information obtained in previous surveys made within said Section 16 and encompassing this tract.

EXHIBIT A

EXHIBIT 2

A PUBLIC IMPROVEMENT DISTRICT IN
IN THE NORTHWEST QUARTER OF
SECTION 16, BLOCK E,
G.C. & S.F. RR. CO. SURVEY,ABSTRACT NO. 664,
LUBBOCK COUNTY, TEXAS

A tract of land located in the northwest quarter of Section 16, Block E, G.C. & S.F. RR. Co. Survey, Abstract No. 664, Lubbock County, Texas, said tract contains 0.6589 acres (28,703 square feet) of land, more or less, being further described by metes and bounds as follows:

BEGINNING at the intersection of the west right-of-way line of Avenue U, as dedicated by the plat of Bell Farms, Lots 1 through 133, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in County Clerk's Plat and Dedication No. 2016044295 of the Official Public Records of Lubbock County, Texas, and the proposed south right-of-way line of (proposed) Loop 88 (F.M. 1585), as described and shown as Parcel 252A Part 2 in a right-of-way document prepared by SAM, Inc., dated October 27, 2017, for the northeast corner of this tract, whence a 1/2" iron rod with a cap marked "Stevens RPLS 4339" found at a point of intersection being the south corner of a 45° chamfer in the west right-of-way line of Avenue U, bears N. 02° 00' 08" E. a distance of 175.98 feet, and the northeast corner of said northwest quarter of Section 16 bears S. 87° 59' 52" E. a distance of 32.00 feet and N. 02° 00' 08" E. a distance of 266.05 feet, said quarter section corner having coordinates of Northing: 7,236,435.72 and Easting: 943,637.27, Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE S. 02° 00' 08" W., along the west right-of-way line of Avenue U, a distance of 574.05 feet to a point for the southeast corner of this tract;

THENCE N. 88° 11' 22" W. a distance of 50.00 feet to a point for the southwest corner of this tract;

THENCE N. 02° 00' 08" E. a distance of 574.08 feet to a point for the northwest corner of this tract;

THENCE S. 88° 08' 57" E. a distance of 50.00 feet to the POINT OF BEGINNING. Bearings are based on the Texas Coordinate System of 1983 (2011), Texas North Central Zone. Distances are at surface, in U.S. survey feet.

This description was prepared for purposes of instituting a Public Improvement District and does not represent a survey made upon the ground. This description is compiled from information obtained in previous surveys made within said Section 16 and encompassing this tract.

EXHIBIT A

EXHIBIT 2

A PUBLIC IMPROVEMENT DISTRICT TRACT IN
TRACT A,
BELL FARMS LUBBOCK SOUTH OFFICE,
AN ADDITION TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS

(PLAT RECORDED IN PLAT & DEDICATION NO. 2017036298 OF
THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS)

(Sheet 1 of 2, Sketch attached as Sheet 2)

A tract of land located in Tract A, Bell Farms Lubbock South Office, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Plat and Dedication No. 2017036298 of the Official Public Records of Lubbock County, Texas, and situated within the northwest quarter of Section 16, Block E, G.C. & S.F. RR. Co. Survey, Abstract No. 664, Lubbock County, Texas, said tract contains 370 square feet (0.0085 acres) of land, more or less, being further described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with a cap marked "Stevens RPLS 4339" found at the most northerly northwest corner of said Tract A and this tract, whence the southwest corner of said northwest quarter of Section 16 bears N. 88° 11' 22" W. a distance of 84.98 feet and S. 01° 48' 38" W. a distance of 361.98 feet, said quarter section corner having coordinates of Northing: 7,233,859.58 and Easting: 940,936.22, Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE southeasterly, along a curve to the right and the south right-of-way line of 138th Street, as dedicated by said plat, an arc distance of 20.98 feet, said curve having a radius of 495.50 feet, a delta angle of 02° 25' 32", a chord distance of 20.98 feet and a chord bearing of S. 83° 00' 46" E., to a point for the northeast corner of this tract;

THENCE S. 03° 27' 34" W. a distance of 12.85 feet to a point for the southeast corner of this tract;

THENCE N. 86° 45' 59" W. a distance of 29.70 feet to a point for the southwest corner of this tract;

THENCE N. 03° 27' 34" E. a distance of 5.32 feet to a point in the southeast right-of-way chamfer of said 138th Street and South University Avenue, as dedicated by said plat, for the most westerly northwest corner of this tract, whence a 1/2" iron rod with a cap marked "Stevens RPLS 4339" found at the southwest corner of said right-of-way chamfer bears S. 47° 55' 30" W. a distance of 29.09 feet;

THENCE N. 47° 55' 30" E. a distance of 12.51 feet to the POINT OF BEGINNING. Bearings are based on the Texas Coordinate System of 1983 (2011), Texas North Central Zone. Distances are at surface, in U.S. survey feet.

This description was prepared for purposes of instituting a Public Improvement District and does not represent a survey made upon the ground. This description is compiled from information obtained in previous surveys made within said Section 16 and encompassing this tract.

EXHIBIT A

EXHIBIT 3

Bell Farms PID Method of Assessment

* Properties will be assessed based on the City's 2018 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
* Assessment rate will be $0.12/$100 valuation
* All property will be assessed based on the final 2018 "net taxable value".

Bell Farms PID Proposed Service Plan

		PROPOSED					
	TAX YEAR	2018	2019	2020	2021	2022	Totals
PROPERTY VALUES	Estimated No. of Homes Closed	100	225	225	200	225	975
	Property Values*	26,418,566	60,696,937	95,660,876	127,574,094	163,875,575	-
	Discounted Property Values	23,776,709	54,627,244	86,094,788	114,816,684	147,488,018	-
FISCAL YEAR REVENUES		FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	
	Interest	$ -	713	2,145	3,786	6,283	12,928
0.12	Assessment @ $0.12	28,532	65,553	103,314	137,780	176,986	512,164
	Total Revenue	**$ 28,532**	**66,266**	**105,459**	**141,566**	**183,269**	**525,092**
EXPENSES							
Park 1 Maintenance							
Park on 137th/138th by Lift Station (1 acre)		$ -	-	9,600	9,792	9,988	29,380
Park 2 Maintenance							
Pocket Park SW/4		-	-	2,400	2,448	2,497	7,345
Park 3 Maintenance							
Park Located in NW/4		-	-	-	2,400	2,448	4,848
Park 4 Maintenance							
Playa Lake Park (9 acres approx)		-	-	-	-	65,280	65,280
Park 5 Maintenance							
Apprx 1/2 Acre Park in NE/4		-	-	-	-	-	-
Park 6 Maintenance							
Apprx 1/2 Acre Park in SE/4		-	-	-	-	-	-
Signage							
Neighborhood Entry Signs		-	-	1,000	1,000	1,000	3,000
Common Green Space Maintenance							
Walking Paths to Connect Parks (Path and Landscape)		-	-	-	-	-	-
Electric Cost for Park Lighting							
Proposed parks 1,4		-	-	1,800	1,836	1,873	5,509
Electric Cost for Irrigation							
Proposed Parks 1,4		-	-	1,380	1,408	1,436	4,223
Electric Cost for Irrigation							
Proposed Parks 2,3,5,6		-	-	14,400	14,688	14,982	44,070
Administrative Costs							
		-	4,500	4,587	3,357	9,950	22,394
Annual Operation Costs							
		-	4,500	4,635	4,774	4,917	18,826
Capital Outlay (Developer)							-
	Total Expenditures	**$ -**	**9,000**	**39,802**	**41,703**	**114,371**	**204,875**
Cash Reserves		**$ 28,532**	**85,798**	**151,455**	**251,318**	**320,216**	**320,216**

*Property Value growth rate = 2% annually

**Expense growth rate = 2% annually

ASSESSMENT INFORMATION		
2018-2022		
Assessment per $100,000	**$**	**120.00**

EXHIBIT B

City of Lubbock, TX

Finance Department

Bell Farms PID Proposed 2021 Service and Assessment Plan

Method of Assessment

* Properties will be assessed based on the City's 2021 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
* Assessment rate will be $0.12/$100 valuation
* All property will be assessed based on the final 2021 "net taxable value".

Service Plan

	BUDGET	PROPOSED					
TAX YEAR	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Totals**
Property Values*	121,959,963	176,517,365	210,047,712	213,797,712	213,797,712	247,998,667	247,998,667
Discounted Property Values	109,763,967	158,865,629	189,042,941	192,417,941	192,417,941	223,198,800	223,198,800
FISCAL YEAR REVENUES	**FY 2020-21**	**FY 2021-22**	**FY 2022-23**	**FY 2023-24**	**FY 2024-25**	**FY 2025-26**	**Totals**
Interest	$ 586	1,642	3,187	4,268	4,297	4,252	$ 18,232
Assessment @ $0.12	131,717	190,639	226,852	230,902	230,902	267,839	1,278,849
Total Revenue	**$ 132,303**	**192,281**	**230,039**	**235,169**	**235,199**	**272,090**	**$ 1,297,081**
EXPENSES							
Park 1 Maintenance							
Park on 137th/138th by Lift Station (1 acre)	$ 27,600	27,600	28,152	28,715	29,289	29,875	$ 171,232
Park 2 Maintenance							
Pocket Park SW/4	6,200	6,200	6,324	6,450	6,579	6,711	38,465
Park 3 Maintenance							
Park Located in NW/4	6,200	6,200	6,324	6,450	6,579	6,711	38,465
Park 4 Maintenance							
Playa Lake Park (9 acres approx)	-	-	75,000	76,500	78,030	79,591	309,121
Park 5 Maintenance							
2 Acres (Walking Trail)	-	-	-	-	-	-	-
Signage							
Neighborhood Entry Signs	-	-	-	-	-	-	-
Repair	10,000	10,000	10,200	10,404	10,612	10,824	62,040
Common Green Space Maintenance							
Walking Paths to Connect Parks (Path and Landscape)	-	-	-	-	-	-	-
Public Improvement Projects	-	40,000	-	-	-	-	40,000
Electric Utilities	2,500	2,529	2,580	2,631	2,631	2,684	15,555
Water Utilities	4,400	4,400	4,488	4,578	4,578	4,669	27,113
Administrative Costs	7,885	13,257	13,523	13,793	14,069	14,350	76,877
Annual Operation Costs	6,164	11,199	11,423	11,651	11,884	12,122	64,444
Capital Outlay (Developer)	-	-	-	-	-	-	-
Total Expenditures	**$ 70,949**	**121,385**	**158,013**	**161,173**	**164,253**	**167,538**	**$ 843,311**
Cash Reserves	**$ 141,593**	**212,489**	**284,515**	**286,485**	**283,435**	**389,068**	**$ 389,068**

*Property Value growth rate = 2% annually

**Expense growth rate = 2% annually

Assessment Information for $100,000 home **$ 120.00**

EXHIBIT B
2021 Service and Assessment Plan

Sec. 5.014. NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT. (a) A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, shall first give to the purchaser of the property the [~~a~~] written notice prescribed by Subsection (a-1) or (a-2), as applicable.

(a-1) Except for the notice prescribed by Subsection (a-2), the notice required by Subsection (a) shall be executed by the seller and must, except as provided by Subsection (b), read as follows:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO (insert name of municipality or county levying assessment), TEXAS CONCERNING THE FOLLOWING PROPERTY
(insert property address)

As the [~~a~~] purchaser of the real property described above, you are obligated to pay assessments [~~an assessment~~] to (insert name of [~~a~~] municipality or county, as applicable), Texas, for the costs of a portion of a public [~~an~~] improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within (insert name of public improvement district) (the "District") created under (insert Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable).

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from (insert name of municipality or county, as applicable). The exact amount of each annual installment will be approved each year by (insert name of city council or county commissioners court, as applicable) in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from (insert name of [~~the~~] municipality or county, as applicable).

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date: _____ _____

Signature of Purchaser

(a-2) For a district described by Section 372.0035, Local Government Code, the notice required by Subsection (a) shall be executed by the seller and must, except as provided by Subsection (b), read as follows:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO (insert name of municipality levying assessment), TEXAS CONCERNING THE FOLLOWING HOTEL PROPERTY
(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to (insert name of municipality), Texas, for the costs of a portion of a public improvement or services project (the "Authorized Services") undertaken for the benefit of the property within (insert name of public improvement district) (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED SERVICES, WHICH MUST BE PAID IN FULL WITH EVERY PAYMENT BY THE HOTEL OF LOCAL HOTEL OCCUPANCY TAX REMITTANCES TO THE MUNICIPALITY. YOUR FAILURE TO PAY THE ASSESSMENT MAY RESULT IN PENALTIES AND INTEREST BEING ADDED TO WHAT YOU OWE, AND MAY INCLUDE THE PURSUIT OF ANY OTHER REMEDY THAT IS AUTHORIZED UNDER SECTION 372.0035(d), LOCAL GOVERNMENT CODE.

Information about the calculation of the assessment may be obtained from (insert name of the municipality). The exact assessment rate will be approved each year by (insert name of city council) in the annual service plan update for the district. More information about the assessments, including the assessment rate and due dates, may be obtained from (insert name of municipality).

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date: _____ _____

Signature of Purchaser

(b) The seller or the municipality or county that created the public improvement district may provide additional information regarding the district in the notice prescribed by Subsection (a-1) or (a-2), including whether an assessment has been levied, the amount of the assessment, and the payment schedule for assessments.

(c) This section does not apply to a transfer:

(1) under a court order or foreclosure sale;

(2) by a trustee in bankruptcy;

(3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;

(4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;

(5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;

(6) from one co-owner to another co-owner of an undivided interest in the real property;

(7) to a spouse or a person in the lineal line of consanguinity of the seller;

(8) to or from a governmental entity; or

(9) of only a mineral interest, leasehold interest, or security interest.

(d) For the purposes of this section, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring notice

Regular City Council Meeting **7. 9.**

Meeting Date: 09/14/2021

Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider Ordinance No. 2021-O0112, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Upland Crossing Public Improvement District (PID); approving, adopting, and filing with the City Secretary the assessment roll; levying 2021 assessments for the cost of certain services and improvements to be provided in the district during FY 2021-22; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Item Summary

On August 24, 2021, a public hearing was held, and the City Council approved the first reading of the ordinance.

The purpose of the public hearing is to provide the opportunity for property owners in the Upland Crossing PID to speak in favor of, or in opposition to, the assessment to be levied in the Upland Crossing PID for 2021. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A Notice of Public Hearing was published in the Lubbock Avalanche Journal, and notices were mailed to the property owners on Thursday, August 12, 2021, as required by the statute. At or on the adjournment of the hearing on proposed assessments, the governing body of the municipality must hear and pass on any objections to the proposed assessment.

The proposed assessment rate for 2021 is $0.15 per $100 valuation. This is the same rate as 2020. All property will be assessed for 2021.

The City Council is required to review the Service and Assessment Plan annually, hold a public hearing, and adopt an ordinance setting the assessment rate for the PID. The attached ordinance reflects the proposed rate of $0.15 per $100 valuation. The revised service and assessment plan is included in the backup. Exhibit C to the ordinance is available for viewing in the Office of the City Secretary.

Fiscal Impact

The funds raised by the assessment will be used to provide landscape maintenance on the entry ways and parks, repair and replace amenities, including alley fences, lighting, and any other maintenance needed on projects in the District, as well as cover a portion of the costs of administering the PID. The projected assessment that will be collected for 2021, based on estimated values, is $48,500.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Ordinance - Upland Crossing PID 2021

ORDINANCE NO. _____

AN ORDINANCE REVIEWING CLASSIFICATION FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE UPLAND CROSSING PUBLIC IMPROVEMENT DISTRICT, APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; CLOSING THE HEARING AND LEVYING 2021 ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING FY 2021-22; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT

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

WHEREAS, through Resolution No. 2019-R0375 the City Council of the City (the "Council") attached hereto as Exhibit A, which made certain findings concerning the advisability of creating the Upland Crossing Public Improvement District (the "District"), authorized and created the District as a public improvement district under the Act, designated the Lubbock City Council as the entity responsible for the management of and provision of services and improvements to the District; and, created the initial advisory board for the PID; and

WHEREAS, On December 3, 2019, the City Council passed Ordinance No. 2019-O0167, approving the Service and Assessment Plan (the "Plan), which will be reviewed and revised each year when necessary. The revised 2021 Service and Assessment Plan (the "Plan") for the District is attached hereto as "Exhibit B;" and

WHEREAS, the Act requires that the City Council review the Plan; prepare a proposed assessment roll (the "Roll") and file it with the City Secretary; and schedule a public hearing to consider the proposed assessments and receive public comment on an annual basis; and

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 24, 2021, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2021assessments within the District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired, by the calling and holding of such public hearing, to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2021 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

WHEREAS, the City Council desires to review classifications and formulas for the apportionment of the costs for the services and improvements of the property in the District, and approve, adopt and file with the City Secretary the Roll which is attached hereto as Exhibit C; and

WHEREAS, the City Council finds after review that the revised service plan and assessment plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of $0.15 per $100.00 valuation for tax years 2021 through 2025, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate.

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

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

SECTION 2: THAT the City Council, after review of the Plan, approves the method of assessing special benefits of services and improvements in the Plan. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Plan, each property owner in the District identified for assessments in 2021 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment.

SECTION 3: THAT the City Council hereby approves, adopts, and files with the City Secretary, the Assessment Roll. The Assessment Roll states an estimate of the assessment against each parcel of land in the District, as determined by the method of assessment set forth in the Plan and this Ordinance. The City Secretary shall file the Assessment Roll in the official City Records. The Assessment Roll shall be subject to public inspection.

SECTION 4: THAT the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 24, 2021 at 5:00 p.m. in the City Council Chamber, 1314 Avenue K, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the services and improvements; (4) the boundaries of the District; and (5) that written or oral objections will be considered at the hearing.

SECTION 5: THAT the City Council finds that City of Lubbock staff mailed to the owners of property liable for assessment, the notice of the hearing as the ownership appears on the City tax roll. The notice contained the information required by the Act.

The notice was mailed before the 10th day before the date of the hearing to the last known address of the property owner on the City tax roll. The failure of the property owner to receive notice does not invalidate the proceeding.

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

SECTION 7: THAT there is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2021 City net taxable value in the manner described in the assessment attached hereto in Exhibits B and C shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

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

SECTION 9: THAT the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31, 2022 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent (6%) of the amount of the assessment for the first (1st) calendar month it is delinquent plus one percent (1%) for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent (12%) of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this Section as long as the assessment remains

unpaid, regardless of whether a judgment for the delinquent assessment has been rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32 and 33 of the Texas Property Tax Code. The owner of the assessed property may pay at any time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____, 2021.

Passed by the City Council on second reading on _____, 2021.

_____

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

ccdocs/ORD. 2021 Economic Development – Upland Crossing PID – Service Plan, Assessment Role, and Levy
August 24, 2021

EXHIBIT A

Resolution No. 2019-R0375

Item No. 7.2.1

October 8, 2019

A RESOLUTION OF THE CITY OF LUBBOCK, TEXAS, APPROVING AND AUTHORIZING THE CREATION OF THE UPLAND CROSSING PUBLIC IMPROVEMENT DISTRICT

WHEREAS, the City Council (the "Council") of the City of Lubbock (the "City") has received a petition (the "Petition") with signatures from the record owners of taxable real property representing more than fifty percent (50%) of the appraised value of an area within the City as determined by the most recent certified appraisal roll of the Lubbock Central Appraisal District, and owners of more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the area covered by the Petition; and

WHEREAS, the Petition requests that the City establish a public improvement district according to Chapter 372 of the Texas Local Government Code for the general purpose of financing improvements and services related to: the acquisition or construction of drainage facilities or improvements; the design, construction, and maintenance of parks and greenspace, fences, ponds, together with any ancillary structures, features, or amenities such as playgrounds, splash pads, pools, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles, community signage, and any similar items located therein, along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and greenspace; landscape, hardscape, and irrigation; and, the costs of establishing, administering, and operating the public improvement district; and

WHEREAS, the Petition, a copy of which has been attached to and made a part of this Resolution as "Exhibit 1", was examined, verified, found to meet the requirements of Section 372.005(b) of the Texas Local Government Code, and accepted by the City Council; and

WHEREAS, the Petition covers property within an area generally bounded by 26th Street on the north, 34th Street on the south, Upland Avenue on the east, and Yuma Avenue on the west, with such property being the development known as Upland Crossing, and a description and depiction of the property covered by the Petition is attached to and made a part of this Resolution as "Exhibit 2"; and

WHEREAS, notice of the public hearing was published in the Lubbock Avalanche-Journal, a daily paper of general circulation in the City, such publication date being before the fifteenth (15th) day before the date of the public hearing, stating the time and place of the public hearing, the general nature of the services, the estimated cost of the services, the boundaries of the proposed public improvement district, the method of assessment, and the apportionment of cost between the public improvement district and the City; and

WHEREAS, before the fifteenth (15th) day before the date of the public hearing, written notice of the proposed public improvement district was mailed to the current addresses of the record owners, as reflected on the most recent certified appraisal roll of the Lubbock Central Appraisal District, of property subject to assessment under the proposed public improvement district; and

WHEREAS, the public hearing was convened at the time and place mentioned in the published notice, on the eighth (8th) day of October, 2019, at four thirty (4:30) p.m., at Fire Station 16 located at 4030 114th Street, Lubbock, Texas; and

WHEREAS, in accordance with the published and mailed notices, the Council called the public hearing and heard public comment from interested persons speaking in favor or opposition to the proposed public improvement district and the Council heard a report by City staff on the advisability of the proposed public improvement district and its benefits to the City and to the property within the boundaries of the proposed public improvement district; and

WHEREAS, the proponents of the proposed public improvement district offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the proposed public improvement district, and opponents of the public improvement district were given the opportunity to appear to contest authorization of the proposed public improvement district, after which the Council closed the hearing; and **NOW THEREFORE:**

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

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

SECTION 2: THAT after conducting a public hearing, examining evidence, and hearing testimony, the City Council finds and determines the following:

(a) That the public hearing on the advisability of authorizing the Upland Crossing Public Improvement District has been properly called, held, and conducted and that notice of such hearing has been published and mailed as required by law and delivered to the current address of the owners of property subject to assessment under the Upland Crossing Public Improvement District; and

(b) That authorization of the Upland Crossing Public Improvement District with boundaries depicted and described in "Exhibit 2" is advisable and will result in benefits to the City, its residents, and the property owners in the Upland Crossing Public Improvement District for the general purpose of financing improvements and services related to: the acquisition or construction of drainage facilities or improvements; the design, construction, and maintenance of parks and greenspace, fences, ponds, together with any ancillary structures, features, or amenities such as playgrounds, splash pads, pools, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles, community signage, and any similar items located therein, along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and greenspace; landscape, hardscape, and irrigation; and, the costs of establishing, administering, and operating the public improvement district; and

(c) That the total estimated cost of services and improvements to be paid by the assessment generated within the Upland Crossing Public Improvement District through Fiscal Year 2024-25 is approximately one hundred fifty-six thousand nine hundred and ninety five dollars ($156,995) (the "Costs"), with such Costs being described in "Exhibit 3" attached to and made a part of this Resolution; and

(d) That the Costs will be paid by the proposed assessment rate of fifteen cents ($0.15) per one hundred dollars ($100) of valuation of property within the Upland Crossing Public Improvement District through Fiscal Year 2024-25, with such proposed assessment being described in "Exhibit 3"; and

(e) That as to the apportionment of the Costs between the Upland Crossing Public Improvement District and the City, all the Costs will be paid by the Upland Crossing Public Improvement District through assessments on the property within the boundaries of the Upland Crossing Public Improvement District.

SECTION 3: THAT subject to Chapter 372 of the Texas Local Government Code, the City Council hereby authorizes a public improvement district over the area depicted and described in "Exhibit 2" and such public improvement district shall be identified as the Upland Crossing Public Improvement District, City of Lubbock, Texas.

SECTION 4: THAT the City Council hereby creates the Upland Crossing Public Improvement District Advisory Board for the Upland Crossing Public Improvement District. The Upland Crossing Public Improvement District Advisory Board shall act as an advisory board of the City of Lubbock, and shall initially be composed of five (5) members, each of whom will represent a developer of the property within the Upland Crossing Public Improvement District. The Upland Crossing Public Improvement District Advisory Board shall follow any and all rules, regulations, policies, and procedures related to City of Lubbock advisory boards and the Criteria and Guidelines for Public Improvement Districts. The initial members of the Advisory Board for the Upland Crossing Public Improvement District shall serve a two (2) year term. The City Council may extend the term of the initial governing board beyond two (2) years. The initial Advisory Board of the Upland Crossing Public Improvement District will provide recommendations to the City Council on all matters related to the initial development of the Upland Crossing Public Improvement District, including matters related to the Costs and to the assessments on properties located within the Upland Crossing Public Improvement District. Upon the end of the term of the initial Advisory Board members of the Upland Crossing Public Improvement District, an election will be held for the Upland Crossing property owners to vote on each of the five seats. Once an election has taken place, the City Council will appoint the members of the Upland Crossing Public Improvement District Advisory Board. The PID Board shall adopt and be governed by a set of bylaws that, among other things, direct the PID Board as to its membership, its purpose, and its procedure for conducting business related to the Upland Crossing Public Improvement District.

SECTION 5: THAT the notice of this authorization for the Upland Crossing Public Improvement District shall be published in a newspaper of general circulation within the City of Lubbock, Texas and Lubbock County, Texas.

SECTION 6: THAT if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Passed by the City Council this 8th **day of** October **, 2019.**

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Brianna Gerardi, Director of Business Development

APPROVED AS TO FORM:

Amy Sims, Deputy City Attorney

CITY OF LUBBOCK §

COUNTY OF LUBBOCK §

STATE OF TEXAS §

CERTIFICATE TO COPY OF PUBLIC RECORD

I hereby certify, in the performance of the functions of my office, that all signatures on the attached document have been verified and that the same constitutes record owners of taxable real property representing more than fifty percent (50%) of the appraised value of the taxable real property liable for assessment under the proposal (as determined by the current roll of the Appraisal District, August 14, 2019) in the area known as Upland Crossing, as shown on the attached map, petitioners own 100% of the value; AND that the petition must be signed by the record owners of property that constitute more than fifty percent (50%) of the number of record owners or the record owners of more than fifty percent (50%) of the area within the PID, the petitioners own 100% of the total area within the proposed Upland Crossing PID; said documents appear of record in my office and that said documents are an official record from the public office of the City Secretary of the City of Lubbock, Lubbock County, State of Texas, and is kept in said office.

I further certify that I am the City Secretary of the City of Lubbock, that I have legal custody of said record, and that I am a lawful possessor and keeper and have legal custody of the records in said office.

In witness whereof I have hereunto set my hand and affixed the official seal of said office the 20th day of August, 2019.

(City Seal)

Rebecca Garza
City Secretary
City of Lubbock
Lubbock County, State of Texas

EXHIBIT A
Exhibit 1

City of Lubbock TEXAS

August 16, 2019

To: Becky Garza, City Secretary

From: Cheryl Brock, Executive Director of Financial Planning and Analysis CB
Sally Still Abbe, Director of GIS and Data Services SA

CC: Blu Kostelich, Chief Financial Officer

Re: Upland Crossing Public Improvement District Petition

Recently, the City of Lubbock received petitions from Property Owners requesting the City of Lubbock establish a Public Improvement District (PID) for the proposed Upland Crossing development shown on the attached map. PID establishment can only be initiated by a petition of property owners who meet two tests outlined in the state statute.

The first test is that the petition is sufficient if signed by the owners of taxable real property representing more than 50% of the appraised value of the taxable real property liable for assessment by the current roll of the appraisal district (August 14, 2019). Since the petitioners, Storehouse Land Company LLC and Betenbough Homes LLC, own 100% percent of the taxable real property value within the boundary, the petition passes the value test.

The second test is that the petition must be signed by the record owners of property that constitute more than 50% of the number of record owners or the record owners of more than 50% of the area within the PID. The petitioners own 100% percent of the total area within the proposed Upland Crossing PID area so they pass the area test.

The notarized signature on the Upland Crossing petitions were validated by a visual review and owners on the petitions were verified against the current tax roll received from Lubbock Central Appraisal District by the Financial Planning and Analysis Department and reviewed by Sally Abbe, Director of GIS and Data Services.

EXHIBIT A
Exhibit 1

Upland Crossing Public Improvement District
LCAD Roll 8-14-19

Property ID	Owner Name	Mailing Address	Property Address	Legal Description	2018 Market Value	2019 Taxable Value
R107874	STOREHOUSE LAND CO LLC	6305 82ND ST LUBBOCK, TX 79424	LUBBOCK 79407	BLK AK SEC 42 AB 851 TR C3B AC: 12.562	28,728	28,728
R111447	STOREHOUSE LAND CO LLC	6305 82ND ST LUBBOCK, TX 79424	LUBBOCK 79407	WILDERLAND PARK L 1	3,100	3,100
R111535	STOREHOUSE LAND CO LLC	6305 82ND ST LUBBOCK, TX 79424	LUBBOCK 79407	WILDERLAND PARK L 2	3,150	3,150
R111609	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3202 VIOLA AVE, LUBBOCK, TX 79407	WILDERLAND PARK L 3	2,850	2,850
R111749	STOREHOUSE LAND CO LLC	6305 82ND ST LUBBOCK, TX 79424	LUBBOCK 79407	WILDERLAND PARK L 4	3,200	3,200
R111817	STOREHOUSE LAND CO LLC	6305 82ND ST LUBBOCK, TX 79424	LUBBOCK 79407	WILDERLAND PARK L 5	3,150	3,150
R111887	STOREHOUSE LAND CO LLC	6305 82ND ST LUBBOCK, TX 79424	LUBBOCK 79407	WILDERLAND PARK L 6	3,200	3,200
R120694	STOREHOUSE LAND CO LLC	6305 82ND ST LUBBOCK, TX 79424	LUBBOCK 79407	BLK AK SEC 42 AB 851 TR C5 AC: 51.161	52,696	8,953
R87881	STOREHOUSE LAND CO LLC	6305 82ND ST LUBBOCK, TX 79424	2602 UPLAND AVE, LUBBOCK, TX 79407	BLK AK SEC 42 AB 1264 TR D1 & TR D3 AC: 131.787	650,935	65,018

Upland Crossing PID

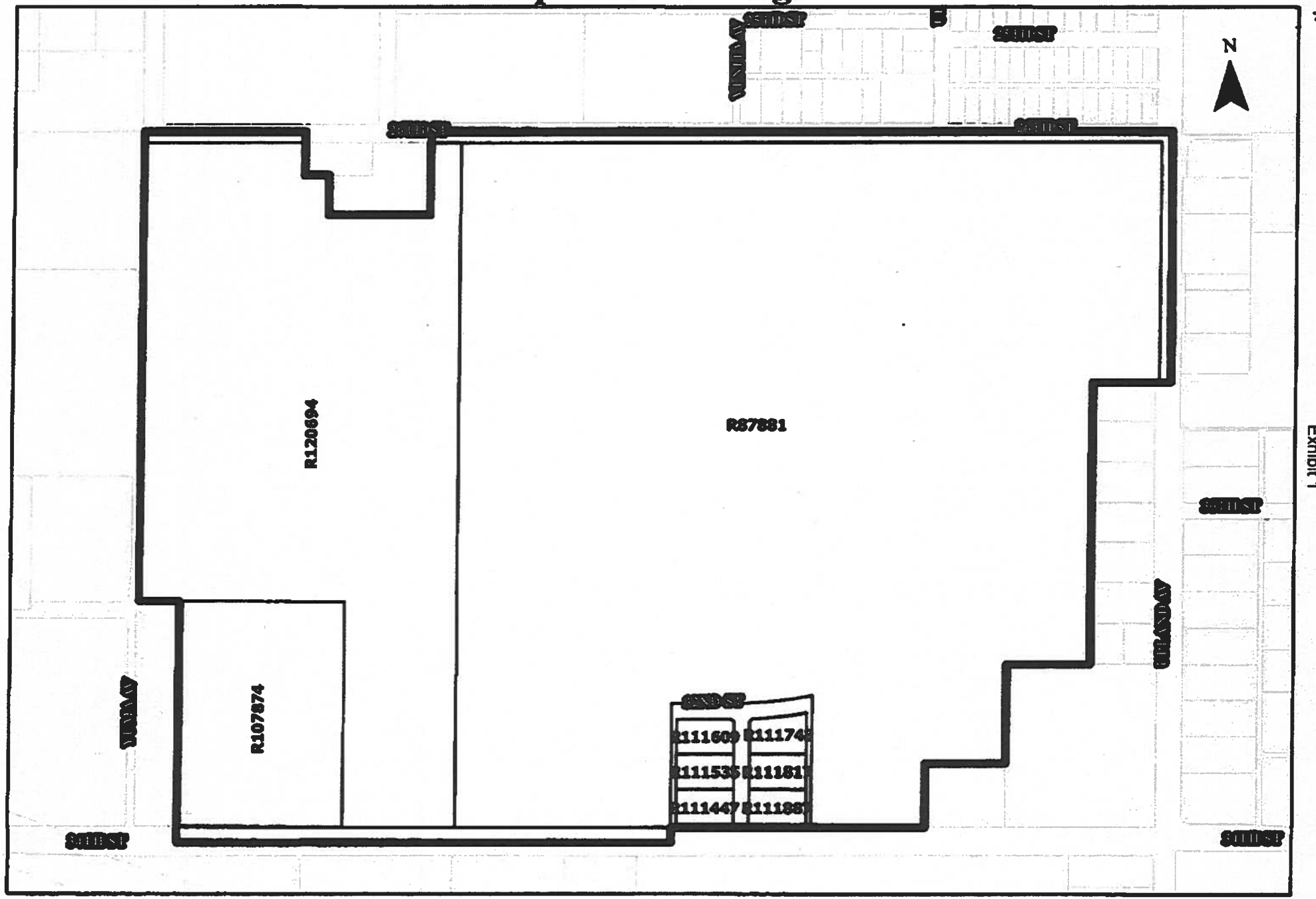


EXHIBIT A

EXHIBIT A
Exhibit 1

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO FINANCE IMPROVEMENTS TO UPLAND CROSSING

THE STATE OF TEXAS §
§
CITY OF LUBBOCK §

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LUBBOCK:

The undersigned petitioners (the "Petitioners"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), request that the City of Lubbock create a public improvement district (the "District") in the territory described in Exhibit A attached hereto (the "Land") within the City of Lubbock, Texas (the "City"), and in support of this petition the Petitioners would present the following:

Section 1. Standing of Petitioners. Petitioners affirm that they are the record owners as shown in exhibit "B". In compliance with the requirements of Texas Local Government Code, Section 372.005(b), as determined by the current roll of the Lubbock Central Appraisal District, the Petitioners constitute: (i) the owners of taxable real property representing more than 50% of the appraised value of real property liable for assessment under the proposal described herein, and (ii) the record owners of taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under such proposal.

Section 2. General nature of the proposed public improvements. The general nature of the proposed public improvements is: (i)acquisition, construction, or drainage facilities or improvements, (ii) the design, construction and maintenance of parks and green spaces, fences, ponds, together with any ancillary structures, features or amenities such as playgrounds, splash pads, pool(s), athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles, community signage and any similar items located there in along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscaping and irrigation; and (ii) payment of costs associated with developing and financing the public improvements listed in subdivision (i) including costs of establishing, administering and operating the District.

Section 3. Estimated cost of the proposed public improvements and annual maintenance: $700,000estimated for proposed public improvements as mentioned in section 2. Annual maintenance costs - $75,000 for proposed improvements made by developer (Betenbough Homes, LLC).

Section 4. Boundaries. The proposed boundaries of the District are described in Exhibit "C".

Section 5. Method of assessment. An assessment methodology has been prepared that will address (i) how the costs of the public improvements paid for with the assessments are assessed against the property in the District, (ii) the assessments to be collected each year, and (iii) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits

accruing to property in the District and how the costs of the public improvements are assessed to property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

In assessing the maintenance of the public improvements, property will be classified based on the net taxable value of the property.

The assessment methodology will result in each parcel paying its fair share of the costs of maintaining the public improvements based on the special benefits received by the property from the public improvements and property equally situated paying equal shares of the costs of the public improvements.

The annual budget is subject to review by City of Lubbock staff and final approval by the City Council. The annual assessments may be adjusted as a result of the City of Lubbock staff review and City Council approval.

Section 6. Apportionment of Cost between the City and the District. The City will not be obligated to provide any funds to finance the proposed public improvements or maintain the public improvements. All of the costs of the proposed public improvements will be paid by assessments of the property within the District and from other sources of funds, if any, available to the developer of the Land.

Section 7. Management of the District. The City will manage the District, or a partnership between the municipality or county and the private sector, to the extent allowed by law, the City may contract with either a non-profit, or a for-profit organization, including a Public Facilities Corporation created by the City pursuant to Chapter 303, Texas Local Government Code, to carry out all or a part of the responsibilities of managing the District, including the day-to-day management and administration of the District.

Section 8. Advisory board. An advisory board may be established to develop and recommend an improvement plan to the City Council of the City (the "City Council").

The signers of this petition request the establishment of the District and this petition will be filed with the City Secretary in support of the creation of the District by the City Council as herein provided.

[Signature on following page]

PETITIONERS:

Storehouse Land Company, LLC

Ron Betenbough

Ron Betenbough, Vice President

Betenbough Homes, LLC

Chris Berry

Chris Berry, Authorized Agent

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

On this, the 3 day of July 2019, before me, the undersigned Notary Public, personally appeared Ron Betenbough, Vice President of Storehouse Land Company, LLC, who acknowledged that he/she is the landowner and that he/she, in such capacity, being duly authorized so to do, executed the foregoing petition for the purposes therein contained by signing his name in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

KAREN ESTES
Notary Public, State of Texas
Notary ID# 12877669-7
My Commission Expires 10-20-2019

Karen Estes

Notary Public Signature

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

On this, the 3 day of July 2019, before me, the undersigned Notary Public, personally appeared Chris Berry, an Authorized Agent of Betenbough Homes, LLC, who acknowledged that he/she is the landowner and that he/she, in such capacity, being duly authorized so to do, executed the foregoing petition for the purposes therein contained by signing her name in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

KAREN ESTES
Notary Public, State of Texas
Notary ID# 12877669-7
My Commission Expires 10-20-2019

Karen Estes

Notary Public Signature

EXHIBIT A
Exhibit 1

BETENBOUGH
HOMES

July 3rd, 2019

Cheryl Brock
City of Lubbock, Tx
1625 13th Street
Lubbock, Tx 79457

RE: Upland Crossing, Public Improvement District

Dear Honorable Mayor and City Council;

Upland Crossing is a residential development within the city limits of the City of Lubbock bound on the West by Yuma Ave, the East by Upland Ave, the North by 26th St, and the South by 34th Street. We are proposing to create a Public Improvement District, "PID", to maintain the public improvements for Upland Crossing

In order to comply with the "Public Improvements District Policies and Guidelines", we are providing information as required in Section III. "Guidelines", b. "Petition Requirements". We are providing information regarding items 1, 5-16, as follow:

1. Betenbough has purchased 212 acres. Betenbough plans to invest approximately $700,000 in improvements for this park system before it would be deeded over to the City and the PID. This would include items such as: playscapes, benches, walking trails, landscaping, etc. (subject to change) We will be here to help keep the PID healthy and thriving. We have a heavily vested interest in making this PID healthy and self-sufficient.

5. If there is sufficient support to petition for dissolving the Public Improvement District certain requirements in addition to sufficient support must be met in order to dissolve the PID. Those requirements include arrangements to transfer ownership and maintenance of the City owned and PID maintained property. These arrangements are to be made by the Advisory Board and with funds available to the Advisory Board. Betenbough will have been responsible for some maintenance before the park system would be deeded over. With having supported some maintenance, we feel we will have an accurate representation of cost to propose for the service plan. So far, all of our proposed service plans, does get reviewed by city staff, and approved by city council.

BETENBOUGH
HOMES

6. Map of the area is attached to this email and is to be added to the petition.

7. In regard to the procedure for the nomination of the PID Advisory Board, the process shall be consistent with the bylaws for Public Improvement Districts for the City of Lubbock.

8. Addressed in Section 2 of the petition. We feel that the "park system" creates a quality of life for the homeowners. Each park will be uniquely different and interconnected through city ROW.

9. Each parcel of City-owned land will be identified as a "Tract" at time of platting.

10. General description of proposed improvements in Section 2 of the petition.

11. The estimated total cost of the improvements is approximately $700,000 and will be paid and constructed by the developer, Betenbough Homes, with no desire for any reimbursement. The estimated cost of the maintenance is approximately $75,000 per year and is to be paid for by the PID as soon as the funds are available. This is the estimated cost for the entirety of the "park system".

12. Budget is attached in the service plan.

13. Method of assessment will be based on the net taxable value of the affected properties and will be assessed at $.15 per $100.00 valuation.

14. Documentation of liability insurance will be attached to this letter.

15. Addressed in Section 6 of the petition.

16. Addressed in Section 5 of the petition.

EXHIBIT A
Exhibit 1

BETENBOUGH
HOMES

Our goal is to provide all the information requested to continue with the creation of the PID. Please let us know if you have any questions or require any additional information.

Chris Berry

Land Planning Manager

Betenbough Homes

EXHIBIT A
Exhibit 1

6310 Genoa Ave. Suite A, Lubbock TX. 79424
Phone: 806-687-1569 Fax: 806-702-8995
Texas Firm Registration No. 10087500
E-mail: info@stevenssurvey.com
norris@stevenssurvey.com

A PUBLIC IMPROVEMENT DISTRICT IN
SECTION 42, BLOCK AK,
ABSTRACTS NO. 851 AND 1264,
LUBBOCK COUNTY, TEXAS

(Exhibit Sketch attached as Sheet 2)

A tract of land located in Section 42, Block AK, Abstracts No. 851 and 1264, Lubbock County, Texas, comprised of that certain 188.5074 acre tract of land conveyed to Storehouse Land Company, LLC, described as "Tract 6" in a Warranty Deed recorded in County Clerk's File Number 2017029518 of the Official Public Records of Lubbock County, Texas, and all of Lots 1 through 6 and the streets and alleys in Wilderland Park, a subdivision in said Section 42, according to the map, plat and/or dedication deed thereof recorded in Volume 1679, Page 157 of the Deed Records of Lubbock County, Texas, and that certain 12.5643 acre tract of land conveyed to Storehouse Land Company, LLC, described in a Correction Deed recorded in County Clerk's File Number 2017045208 of the Official Public Records of Lubbock County, Texas, said tract contains 206.557 acres of land, more or less, being further described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with a cap marked "H.R. & Assocs" found in the north line of 34th Street, as described in a Dedication Deed recorded in Volume 3917, Page 293 of the Real Property Records of Lubbock County, Texas, and in the west line of that certain 1.62 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2012034420 of the Official Public Records of Lubbock County, Texas, for the most southerly southeast corner of this tract and having coordinates of Northing: 7,269,270.40 and Easting: 909,435.23, Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence a railroad spike found near the centerline of 34th Street and in the south line of said Section 42 at the southwest corner of said 1.62 acre tract bears S. 01° 48' 16" W. a distance of 55.00 feet, and a railroad spike found at the southeast corner of said Section 42 bears S. 01° 48' 16" W. a distance of 55.00 feet and S. 88° 11' 01" E. a distance of 900.06 feet, said section corner having coordinates of Northing: 7,269,186.92 and Easting: 910,332.89, Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE N. 88° 11' 01" W., along the north line of 34th Street, a distance of 424.40 feet pass a 1/2" iron rod with a cap marked "H.R. & Assocs" found at the west terminus of said dedication of 34th Street and in the east plat limits of said Wilderland Park, for a corner of said 188.5074 acre tract, continuing along the north line of 34th Street, as dedicated with the plat of said Wilderland Park, for a total distance of 940.40 feet to a 1/2" iron rod with a cap marked "H.R. & Assocs" found in the west line of the plat limits of said Wilderland Park for a corner of this tract;

THENCE S. 01° 48' 59" W. a distance of 55.00 feet to a railroad spike found in the south line of said Section 42 near the centerline of 34th Street at the southwest corner of the plat limits of said Wilderland Park for a corner of this tract;

THENCE N. 88° 11' 01" W., along the south line of said Section 42 at a distance of 1218.86 feet pass a railroad spike found near the centerline of 34th Street at the most southerly southwest corner of said 188.5074 acre tract, same being the southeast corner of said 12.5643 acre tract and having coordinates of Northing: 7,269,283.87 and Easting: 907,275.83, Texas Coordinate System of 1983 (2011), Texas North Central Zone, continuing along the south line of said Section 42 for a total distance of 1830.86 feet to a railroad spike found near the centerline of 34th Street for the most southerly southwest corner of this tract, same being the southeast corner of that certain 3.077 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2015003125 of the Official Public Records of Lubbock County, Texas;

THENCE N. 01° 57' 00" E., at a distance of 55.00 feet pass a 1/2" iron rod with a cap marked "H.R. & Assocs" found in reference, continuing for a total distance of 894.33 feet to a 1/2" iron rod with a cap marked "H.R. & Assocs" found in the west portion of the south line of said 188.5074 acre tract at the northwest corner of said 12.5643 acre tract, same being the

northeast corner of that certain 3.077 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2015003125 of the Official Public Records of Lubbock County, Texas, and a corner of this tract;

THENCE N. 88° 10' 33" W. a distance of 149.88 feet to a 1/2" iron rod with a cap marked "H.R. & Assocs" found at the northwest corner of said 3.077 acre tract and in the east line of the plat limits of Alcove Park, Tract "A", an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Plat and Dedication Number 2011012272 of the Official Public Records of Lubbock County, Texas, for the most westerly southwest corner of said 188.5074 acre tract and this tract;

THENCE N. 01° 57' 36" E., along the east lines of said Alcove Park, Tract "A", that certain 10.437 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2009014889 of the Official Public Records of Lubbock County, Texas, and that certain 16.93 acre tract of land described in a Warranty Deed recorded in Volume 8825, Page 153 of the Official Public Records of Lubbock County, Texas, a distance of 1751.28 feet to a 1/2" iron pipe found for the northwest corner of said 188.5074 acre tract and this tract;

THENCE S. 88° 09' 52" E., along the south line of 26th Street, as currently recognized and occupied on the ground, a distance of 595.35 feet to a 1/2" iron rod found at the northwest corner of the plat limits of Garner Addition, Lot 1, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 2678, Page 45 of the Real Property Records of Lubbock County, Texas, for a corner of said 188.5074 acre tract and this tract;

THENCE S. 01° 48' 38" W., at a distance of 32.00 feet pass the south right-of-way line of 26th Street, as dedicated with the plat of said Garner Addition, Lot 1, continuing for a total distance of 160.00 feet to a 1/2" iron rod with a cap marked "Stevens RPLS 4339" set for the southwest corner of said Garner Addition, Lot 1, and a corner of said 188.5074 acre tract and this tract;

THENCE S. 88° 09' 52" E., along the south line of said Garner Addition, Lot 1, a distance of 90.00 feet to a 1/2" iron rod with a cap marked "Stevens RPLS 4339" set under a concrete footing for a fence for an ell corner of that certain 3.0 acre tract of land described as a "Save and Except" tract in a Warranty Deed recorded in Volume 4712, Page 259 of the Real Property Records of Lubbock County, Texas, and a corner of said 188.5074 acre tract and this tract;

THENCE S. 01° 48' 38" W. a distance of 149.15 feet to a 1/2" iron rod found at the most southerly southwest corner of said 3.0 acre tract for a corner of said 188.5074 acre tract and this tract;

THENCE S. 88° 09' 52" E. a distance of 376.00 feet to a 1/2" iron rod found at the southeast corner of said 3.0 acre tract for a corner of said 188.5074 acre tract and this tract;

THENCE N. 01° 49' 00" E. a distance of 309.15 feet to a 1/2" iron rod found at the northeast corner of said 3.0 acre tract for a corner of said 188.5074 acre tract and this tract;

THENCE S. 88° 09' 52" E., along the south line of 26th Street, as currently recognized and occupied on the ground, at a distance of 2701.22 feet pass a 1/2" iron rod with a cap marked "Stevens RPLS 4339" set in reference, continuing for a total distance of 2756.22 feet to a spindle found in the east line of said Section 42 and near the centerline of Upland Avenue at the northeast corner of said 188.5074 acre tract and this tract, having coordinates of Northing: 7,271,829.21 and Easting: 910,419.55, Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE S. 01° 52' 43" W., along the east line of said Section 42, a distance of 934.40 feet to a railroad spike found near the centerline of Upland Avenue at the northeast corner of that certain 1.0 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2006018155 of the Official Public Records of Lubbock County, Texas, for a corner of said 188.5074 acre tract and this tract;

THENCE N. 88° 10' 47" W., at a distance of 55.00 feet pass a 1/2" iron rod with a cap marked "Stevens RPLS 4339" set in reference, continuing for a total distance of 290.40 feet

to a 1/2" iron rod with a cap marked "H.R. & Assocs" found at the northwest corner of said 1.0 acre tract for a corner of said 188.5074 acre tract and this tract;

THENCE S. 01° 52' 43" W., along the west line of said 1.0 acre tract and the west line of six small acreage tracts of land, a distance of 1049.95 feet to a 1/2" iron rod with a cap marked "H.R. & Assocs" found at the southwest corner of another 1.0 acre tract of land described in a Warranty Deed recorded in Volume 6961, Page 92 of the Real Property Records of Lubbock County, Texas, for a corner of said 188.5074 acre tract and the most easterly southeast corner of this tract;

THENCE N. 88° 10' 47" W. a distance of 310.46 feet to a 1/2" iron rod with a cap marked "Stevens RPLS 4339" set for a corner of this tract;

THENCE S. 01° 48' 49" W. a distance of 369.67 feet to a 1/2" iron rod with a cap marked "H.R. & Assocs" found at the northeast corner of said 1.62 acre tract for a corner of said 188.5074 acre tract and this tract;

THENCE N. 88° 10' 10" W. a distance of 299.99 feet to a 1/2" iron rod found at the northwest corner of said 1.62 acre tract for a corner of said 188.5074 acre tract and this tract;

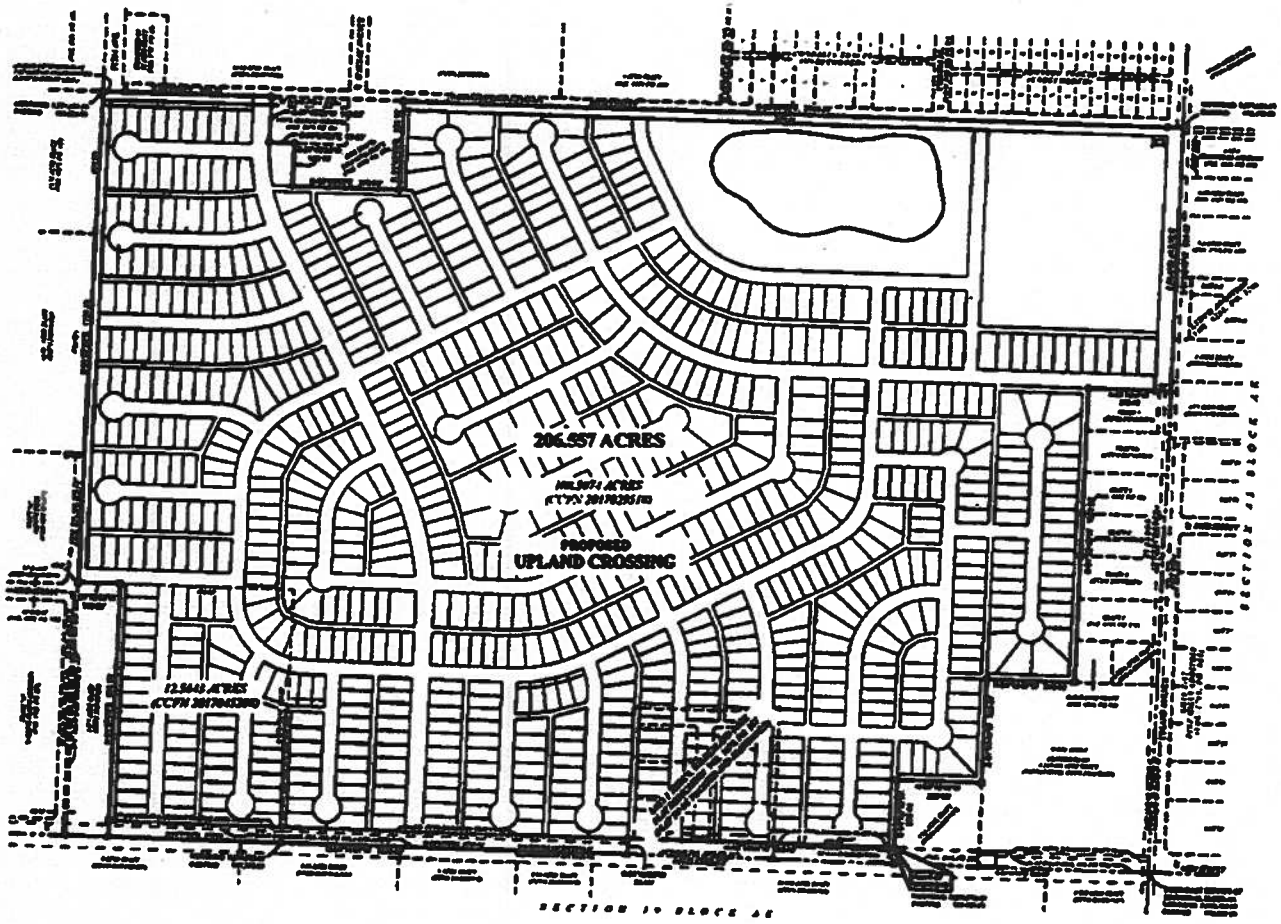
THENCE S. 01° 48' 16" W. a distance of 235.44 feet to the Point of Beginning. Bearings and Coordinates are based on the Texas Coordinate System of 1983 (2011), Texas North Central Zone. The Convergence angle to True North bearings is -01° 54' 07". Distances are at surface, in U.S. Survey feet.

This description was prepared for purposes of instituting a Public Improvement District and does not represent a survey made upon the ground. This description is compiled from information obtained in previous surveys made within said Section 42 and encompassing this tract.

EXHIBIT A

A PUBLIC IMPROVEMENTS DISTRICT IN
SECTION 42, BLOCK AK,
ABSTRACT NUMBERS 851 AND 1264,
LUBBOCK COUNTY, TEXAS

(PARENT TRACTS: LOTS 1 THRU 6 AND THE ADJOINING STREETS AND ALLEYS IN WILDERLAND PARK, AN ADDITION TO THE CITY OF LUBBOCK, PLAT RECORDED IN VOLUME 1679, PAGE 157 OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS (PLAT TO BE VACATED AND ABANDONED) AND TRACTS IN WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NOS. 2017035178 AND 2017043288 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS)



LEGEND:
SCALE: 1" = 500'

500' 0 250' 1000'

HEAVY LINES INDICATE LIMITS OF SURVEY
⊕ = FOUND SPINDLE (FSPD).
⊕ = FOUND 1/2" IRON ROD (FIR).
⊕ = FOUND 1/2" IRON ROD (FSPD).
⊕ = FOUND 1/2" IRON PIPE (FSPD).
△ = FOUND RAILROAD SPIKE (FSPD).
• = FOUND NAIL WITH WASHER "H.R. & ASSOCS." (FSPD).
⊕ = FOUND 1/2" IRON ROD WITH CAP "H.R. & ASSOCS." (FIR).
■ = FOUND 1/2" IRON ROD WITH CAP "H.R. & ASSOCS" (FSPD).
○ = SET 1/2" IRON ROD WITH CAP "STEVENS RPLS 4389"
CM = CONTROL MONUMENT
FSPD = PHYSICAL MONUMENT OF RECORD DIGNITY.
CCFN = COUNTY CLERK'S FILE NUMBER.
PSD = PLAT AND DEDICATION NUMBER.
PREM. DED. = PREMOUSLY DEDICATED.
R.O.W = RIGHT - OF - WAY.
SAE = SAVE AND EXCEPT.
SPE = SOUTH PLAINS ELECTRIC CO-OP.
TPE = 4'x6' TRANSFORMER PAD EASEMENT
UE = UTILITY EASEMENT.

BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE. CONVERGENCE ANGLE TO TRUE NORTH BEARINGS IS -0°19'19".
DISTANCES ARE AT SURFACE, IN U.S. SURVEY FEET

SHEET 2 OF 2
DESCRIPTION ATTACHED AS SHEET 1.

STEVENS SURVEYING CO., LLC.
4310 19TH AVE. SUITE A
LUBBOCK, TX 79434
806-687-1180
TEXAS FIRM NO. 10007200

©2017 ALL RIGHTS RESERVED

Exhibit 2

Upland Crossing PID

N
25TH ST
26TH ST
SENDA
VIA
VIA
VI

EXHIBIT A
Exhibit 2

STEVENS SURVEYING CO., LLC

6310 Genoa Ave, Suite A, Lubbock TX. 79424
Phone: 806-687-1569 Fax: 806-702-8995
Texas Firm Registration No. 10087500
E-mail: info@stevenssurvey.com
norris@stevenssurvey.com

A PUBLIC IMPROVEMENT DISTRICT IN
SECTION 42, BLOCK AK,
ABSTRACTS NO. 851 AND 1264,
LUBBOCK COUNTY, TEXAS

(Exhibit Sketch attached as Sheet 2)

A tract of land located in Section 42, Block AK, Abstracts No. 851 and 1264, Lubbock County, Texas, comprised of that certain 188.5074 acre tract of land conveyed to Storehouse Land Company, LLC, described as "Tract 6" in a Warranty Deed recorded in County Clerk's File Number 2017029518 of the Official Public Records of Lubbock County, Texas, and all of Lots 1 through 6 and the streets and alleys in Wilderland Park, a subdivision in said Section 42, according to the map, plat and/or dedication deed thereof recorded in Volume 1679, Page 157 of the Deed Records of Lubbock County, Texas, and that certain 12.5643 acre tract of land conveyed to Storehouse Land Company, LLC, described in a Correction Deed recorded in County Clerk's File Number 2017045208 of the Official Public Records of Lubbock County, Texas, said tract contains 206.557 acres of land, more or less, being further described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with a cap marked "H.R. & Assocs" found in the north line of 34th Street, as described in a Dedication Deed recorded in Volume 3917, Page 293 of the Real Property Records of Lubbock County, Texas, and in the west line of that certain 1.62 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2012034420 of the Official Public Records of Lubbock County, Texas, for the most southerly southeast corner of this tract and having coordinates of Northing: 7,269,270.40 and Easting: 909,435.23, Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence a railroad spike found near the centerline of 34th Street and in the south line of said Section 42 at the southwest corner of said 1.62 acre tract bears S. 01° 48' 16" W. a distance of 55.00 feet, and a railroad spike found at the southeast corner of said Section 42 bears S. 01° 48' 16" W. a distance of 55.00 feet and S. 88° 11' 01" E. a distance of 900.06 feet, said section corner having coordinates of Northing: 7,269,186.92 and Easting: 910,332.89, Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE N. 88° 11' 01" W., along the north line of 34th Street, a distance of 424.40 feet pass a 1/2" iron rod with a cap marked "H.R. & Assocs" found at the west terminus of said dedication of 34th Street and in the east plat limits of said Wilderland Park, for a corner of said 188.5074 acre tract, continuing along the north line of 34th Street, as dedicated with the plat of said Wilderland Park, for a total distance of 940.40 feet to a 1/2" iron rod with a cap marked "H.R. & Assocs" found in the west line of the plat limits of said Wilderland Park for a corner of this tract;

THENCE S. 01° 48' 59" W. a distance of 55.00 feet to a railroad spike found in the south line of said Section 42 near the centerline of 34th Street at the southwest corner of the plat limits of said Wilderland Park for a corner of this tract;

THENCE N. 88° 11' 01" W., along the south line of said Section 42 at a distance of 1218.86 feet pass a railroad spike found near the centerline of 34th Street at the most southerly southwest corner of said 188.5074 acre tract, same being the southeast corner of said 12.5643 acre tract and having coordinates of Northing: 7,269,283.87 and Easting: 907,275.83, Texas Coordinate System of 1983 (2011), Texas North Central Zone, continuing along the south line of said Section 42 for a total distance of 1830.86 feet to a railroad spike found near the centerline of 34th Street for the most southerly southwest corner of this tract, same being the southeast corner of that certain 3.077 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2015003125 of the Official Public Records of Lubbock County, Texas;

THENCE N. 01° 57' 00" E., at a distance of 55.00 feet pass a 1/2" iron rod with a cap marked "H.R. & Assocs" found in reference, continuing for a total distance of 894.33 feet to a 1/2" iron rod with a cap marked "H.R. & Assocs" found in the west portion of the south line of said 188.5074 acre tract at the northwest corner of said 12.5643 acre tract, same being the

northeast corner of that certain 3.077 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2015003125 of the Official Public Records of Lubbock County, Texas, and a corner of this tract;

THENCE N. 88° 10' 33" W. a distance of 149.88 feet to a 1/2" iron rod with a cap marked "H.R. & Assocs" found at the northwest corner of said 3.077 acre tract and in the east line of the plat limits of Alcove Park, Tract "A", an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Plat and Dedication Number 2011012272 of the Official Public Records of Lubbock County, Texas, for the most westerly southwest corner of said 188.5074 acre tract and this tract;

THENCE N. 01° 57' 36" E., along the east lines of said Alcove Park, Tract "A", that certain 10.437 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2009014889 of the Official Public Records of Lubbock County, Texas, and that certain 16.93 acre tract of land described in a Warranty Deed recorded in Volume 8825, Page 153 of the Official Public Records of Lubbock County, Texas, a distance of 1751.28 feet to a 1/2" iron pipe found for the northwest corner of said 188.5074 acre tract and this tract;

THENCE S. 88° 09' 52" E., along the south line of 26th Street, as currently recognized and occupied on the ground, a distance of 595.35 feet to a 1/2" iron rod found at the northwest corner of the plat limits of Garner Addition, Lot 1, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 2678, Page 45 of the Real Property Records of Lubbock County, Texas, for a corner of said 188.5074 acre tract and this tract;

THENCE S. 01° 48' 38" W., at a distance of 32.00 feet pass the south right-of-way line of 26th Street, as dedicated with the plat of said Garner Addition, Lot 1, continuing for a total distance of 160.00 feet to a 1/2" iron rod with a cap marked "Stevens RPLS 4339" set for the southwest corner of said Garner Addition, Lot 1, and a corner of said 188.5074 acre tract and this tract;

THENCE S. 88° 09' 52" E., along the south line of said Garner Addition, Lot 1, a distance of 90.00 feet to a 1/2" iron rod with a cap marked "Stevens RPLS 4339" set under a concrete footing for a fence for an ell corner of that certain 3.0 acre tract of land described as a "Save and Except" tract in a Warranty Deed recorded in Volume 4712, Page 259 of the Real Property Records of Lubbock County, Texas, and a corner of said 188.5074 acre tract and this tract;

THENCE S. 01° 48' 38" W. a distance of 149.15 feet to a 1/2" iron rod found at the most southerly southwest corner of said 3.0 acre tract for a corner of said 188.5074 acre tract and this tract;

THENCE S. 88° 09' 52" E. a distance of 376.00 feet to a 1/2" iron rod found at the southeast corner of said 3.0 acre tract for a corner of said 188.5074 acre tract and this tract;

THENCE N. 01° 49' 00" E. a distance of 309.15 feet to a 1/2" iron rod found at the northeast corner of said 3.0 acre tract for a corner of said 188.5074 acre tract and this tract;

THENCE S. 88° 09' 52" E., along the south line of 26th Street, as currently recognized and occupied on the ground, at a distance of 2701.22 feet pass a 1/2" iron rod with a cap marked "Stevens RPLS 4339" set in reference, continuing for a total distance of 2756.22 feet to a spindle found in the east line of said Section 42 and near the centerline of Upland Avenue at the northeast corner of said 188.5074 acre tract and this tract, having coordinates of Northing: 7,271,829.21 and Easting: 910,419.55, Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE S. 01° 52' 43" W., along the east line of said Section 42, a distance of 934.40 feet to a railroad spike found near the centerline of Upland Avenue at the northeast corner of that certain 1.0 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2006018155 of the Official Public Records of Lubbock County, Texas, for a corner of said 188.5074 acre tract and this tract;

THENCE N. 88° 10' 47" W., at a distance of 55.00 feet pass a 1/2" iron rod with a cap marked "Stevens RPLS 4339" set in reference, continuing for a total distance of 290.40 feet

to a 1/2" iron rod with a cap marked "H.R. & Assocs" found at the northwest corner of said 1.0 acre tract for a corner of said 188.5074 acre tract and this tract;

THENCE S. 01° 52' 43" W., along the west line of said 1.0 acre tract and the west line of six small acreage tracts of land, a distance of 1049.95 feet to a 1/2" iron rod with a cap marked "H.R. & Assocs" found at the southwest corner of another 1.0 acre tract of land described in a Warranty Deed recorded in Volume 6961, Page 92 of the Real Property Records of Lubbock County, Texas, for a corner of said 188.5074 acre tract and the most easterly southeast corner of this tract;

THENCE N. 88° 10' 47" W. a distance of 310.46 feet to a 1/2" iron rod with a cap marked "Stevens RPLS 4339" set for a corner of this tract;

THENCE S. 01° 48' 49" W. a distance of 369.67 feet to a 1/2" iron rod with a cap marked "H.R. & Assocs" found at the northeast corner of said 1.62 acre tract for a corner of said 188.5074 acre tract and this tract;

THENCE N. 88° 10' 10" W. a distance of 299.99 feet to a 1/2" iron rod found at the northwest corner of said 1.62 acre tract for a corner of said 188.5074 acre tract and this tract;

THENCE S. 01° 48' 16" W. a distance of 235.44 feet to the Point of Beginning. Bearings and Coordinates are based on the Texas Coordinate System of 1983 (2011), Texas North Central Zone. The Convergence angle to True North bearings is -01° 54' 07". Distances are at surface, in U.S. Survey feet.

This description was prepared for purposes of instituting a Public Improvement District and does not represent a survey made upon the ground. This description is compiled from information obtained in previous surveys made within said Section 42 and encompassing this tract.

EXHIBIT A

Exhibit 3

Upland Crossing PID Proposed Method of Assessment

* Properties will be assessed based on the City's 2020 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
* Assessment rate will be $0.15/$100 valuation
* All property will be assessed based on the final 2020 "net taxable value".

Upland Crossing Proposed PID Service Plan

TAX YEAR			PROPOSED					
		2019	2020	2021	2022	2023	2024	Totals
PROPERTY VALUES	Estimated # of Homes Closed			100	125	150	125	500
	Property Values* (Taxable Value)	121,349	800,000	15,816,000	34,882,320	58,079,966	77,991,566	77,991,566
	Discounted Property Values	121,349	720,000	14,234,400	31,394,088	52,271,970	70,192,409	70,192,409
FISCAL YEAR REVENUES		FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	
	Interest	$ -	-	-	359	1,357	1,563	3,279
0.15	Assessment @ $0.15	-	1,080	21,352	47,091	78,408	105,289	253,219
	Total	$ -	1,080	21,352	47,091	78,408	105,289	256,498
FISCAL YEAR EXPENSES		FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	
Park 1								
6 acre Playa park with apprx 3 acres landscaped (with 1 acre of water)		$ -	-	-	-	48,000	48,960	96,960
Park 2								
pocket park SW side along "Spine"		-	-	-	-	9,600	9,792	19,392
Signage								
Neighborhood Entry Signs		-	-	-	-	1,000	1,020	2,020
Alley Fences								
Fences that separate an alley adjacent to a street		-	-	-	-	1,000	1,020	2,020
Electric Cost for park lighting and irrigation								
Proposed parks 1 and 2		-	-	-	-	3,180	3,244	6,424
Administrative Costs		-	1,000	3,000	3,060	3,121	3,184	13,365
Annual Operation Cost (2019 is only the cost of setting 2021 assessment)		1,000	3,700	4,000	4,120	4,244	4,371	21,435
Developer Funding of Costs		(1,000)	(3,620)					(4,620)
	Total	$ -	1,080	7,000	7,180	70,145	71,590	156,995
Cash Reserves		$ -	-	14,352	54,263	62,526	96,224	96,224

*Property Value growth rate = 2% annually

**Expense growth rate = 2% annually

ASSESSMENT INFORMATION
2020-2024
Assessment per $100,000

EXHIBIT B
City of Lubbock, TX
Finance Department
Upland Crossing PID 2021 Proposed Service and Assessment Plan

Assessment Plan

* Properties will be assessed based on the City's 2021 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
* Assessment rate will be $0.15/$100 valuation
* All property will be assessed based on the final 2021 "net taxable value".

Service Plan

	Budget	PROPOSED					
TAX YEAR	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Totals**
Property Values* (Taxable Value)	800,000	35,926,001	55,394,521	79,002,411	99,332,460	101,319,109	101,319,109
Discounted Property Values	720,000	32,333,401	49,855,069	71,102,170	89,399,214	91,187,198	91,187,198
FISCAL YEAR REVENUES	**FY 2020-21**	**FY 2021-22**	**FY 2022-23**	**FY 2023-24**	**FY 2024-25**	**FY 2025-26**	
Interest	$ -	-	584	1,570	2,104	3,036	$ 7,293
Assessment @ $0.15	1,080	48,500	74,783	106,653	134,099	136,781	501,896
Total	**$ 1,080**	**48,500**	**75,366**	**108,223**	**136,202**	**139,816**	**$ 509,188**
FISCAL YEAR EXPENSES	**FY 2020-21**	**FY 2021-22**	**FY 2022-23**	**FY 2023-24**	**FY 2024-25**	**FY 2025-26**	**Totals**
Park 1							
6 acre Playa park with apprx 3 acres landscaped (with 1 acre of water)	$ -	-	-	48,000	48,960	49,939	$ 146,899
Park 2							
Pocket park SW side along "Spine"	-	-	-	9,600	9,792	9,988	29,380
Signage							
Neighborhood Entry Signs	-	-	-	1,000	1,020	1,040	3,060
Alley Fences							
Fences that separate an alley adjacent to a street	-	-	-	1,000	1,020	1,040	3,060
Electric Cost for park lighting and irrigation							
Proposed parks 1 and 2	-	-	-	3,180	3,244	3,308	9,732
Administrative Costs	1,000	2,890	2,948	3,007	3,067	3,129	16,041
Annual Operation Cost	3,700	6,568	6,699	6,833	6,970	7,109	37,880
Developer Funding of Costs	(3,620)	-					(3,620)
Total	**$ 1,080**	**9,458**	**9,647**	**72,620**	**74,073**	**75,554**	**$ 242,433**
Cash Reserves	**$ (122)**	**38,919**	**104,638**	**140,241**	**202,370**	**266,632**	**$ 202,370**

*Property Value growth rate = 2% annually
**Expense growth rate = 2% annually

Assessment Information per $100,000 Home **$ 150.00**

EXHIBIT B
2021 Service and Assessment Plan

Sec. 5.014. NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT. (a) A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, shall first give to the purchaser of the property the [~~a~~] written notice prescribed by Subsection (a-1) or (a-2), as applicable.

(a-1) Except for the notice prescribed by Subsection (a-2), the notice required by Subsection (a) shall be executed by the seller and must, except as provided by Subsection (b), read as follows:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO (insert name of municipality or county levying assessment), TEXAS CONCERNING THE FOLLOWING PROPERTY
(insert property address)

As the [~~a~~] purchaser of the real property described above, you are obligated to pay assessments [~~an assessment~~] to (insert name of [~~a~~] municipality or county, as applicable), Texas, for the costs of a portion of a public [~~an~~] improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within (insert name of public improvement district) (the "District") created under (insert Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable).

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from (insert name of municipality or county, as applicable). The exact amount of each annual installment will be approved each year by (insert name of city council or county commissioners court, as applicable) in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from (insert name of [~~the~~] municipality or county, as applicable).

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date: _____ _____

Signature of Purchaser

(a-2) For a district described by Section 372.0035, Local Government Code, the notice required by Subsection (a) shall be executed by the seller and must, except as provided by Subsection (b), read as follows:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO (insert name of municipality levying assessment), TEXAS CONCERNING THE FOLLOWING HOTEL PROPERTY
(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to (insert name of municipality), Texas, for the costs of a portion of a public improvement or services project (the "Authorized Services") undertaken for the benefit of the property within (insert name of public improvement district) (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED SERVICES, WHICH MUST BE PAID IN FULL WITH EVERY PAYMENT BY THE HOTEL OF LOCAL HOTEL OCCUPANCY TAX REMITTANCES TO THE MUNICIPALITY. YOUR FAILURE TO PAY THE ASSESSMENT MAY RESULT IN PENALTIES AND INTEREST BEING ADDED TO WHAT YOU OWE, AND MAY INCLUDE THE PURSUIT OF ANY OTHER REMEDY THAT IS AUTHORIZED UNDER SECTION 372.0035(d), LOCAL GOVERNMENT CODE.

Information about the calculation of the assessment may be obtained from (insert name of the municipality). The exact assessment rate will be approved each year by (insert name of city council) in the annual service plan update for the district. More information about the assessments, including the assessment rate and due dates, may be obtained from (insert name of municipality).

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date: _____ _____

Signature of Purchaser

(b) The seller or the municipality or county that created the public improvement district may provide additional information regarding the district in the notice prescribed by Subsection (a-1) or (a-2), including whether an assessment has been levied, the amount of the assessment, and the payment schedule for assessments.

(c) This section does not apply to a transfer:

(1) under a court order or foreclosure sale;

(2) by a trustee in bankruptcy;

(3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;

(4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;

(5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;

(6) from one co-owner to another co-owner of an undivided interest in the real property;

(7) to a spouse or a person in the lineal line of consanguinity of the seller;

(8) to or from a governmental entity; or

(9) of only a mineral interest, leasehold interest, or security interest.

(d) For the purposes of this section, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring notice

Regular City Council Meeting **7. 10.**

Meeting Date: 09/14/2021

Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider Ordinance No. 2021-O0106, the Fourteenth Supplemental Ordinance, updating the Vintage Township Public Improvement District Service and Assessment Plan and Assessment Roll.

Item Summary

On August 24, 2021, the City Council approved the first reading of the ordinance.

On June 26, 2007 (second reading) the City Council approved Ordinance No. 2007-O0058 which approved a Service and Assessment Plan and Assessment Roll for Vintage Township Public Improvement District (PID). Supplemental Ordinances reviewing and updating the Plan and levying the assessment on property within the PID were passed September 11, 2008, September 24, 2009, September 27, 2010, September 27, 2011, September 27, 2012, September 26, 2013, September 4, 2014, September 10, 2015, September 8, 2016, September 14, 2017, September 27, 2018, September 24, 2019, and September 8, 2020.

On April 24, 2008, the Vintage Township Public Facilities Corporation and the City Council authorized the issuance of (PID) bonds, payable from assessments on the property within the PID, to provide financing for public improvements within the PID. The PID statute and the Assessment Ordinance require that the City Council annually review and update the Service and Assessment Plan and the Assessment Roll. Since the PID assessments were levied on June 26, 2007, after a public hearing and public notice (and now secure the bonds), it is not necessary to provide new notice or a public hearing relating to the Service Plan Update. As contemplated by the Assessment Ordinance, the Service Plan Update will conform the original Assessment Roll to the principal and interest payment schedule required for the bonds. In addition, the Service Plan Update updates the Assessment Roll to reflect prepayments, property divisions, and changes to the budget allocation for PID improvements that occur during the year, if any.

Fiscal Impact

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

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Vintage PID Ordinance and SAP Update

ORDINANCE NO. _____

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

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

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

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

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

WHEREAS, Supplemental Ordinances reviewing and updating the Plan were passed September 11, 2008, September 24, 2009, September 27, 2010, September 27, 2011, September 27, 2012, September 26, 2013, September 4, 2014, September 10, 2015, September 8, 2016, September 14, 2017; September 27, 2018; September 24, 2019; September 8, 2020; and

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

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance which supplements the Assessment Ordinance and approves and adopts the annual Plan update and the updated Roll in conformity with the requirements of the Act.

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

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

Section 2. Annual Service Plan Update and Assessment Roll: THAT the Annual Service Plan Update and updated Assessment Roll attached hereto as Exhibit A are hereby accepted and approved.

Section 3. Effective Date: THAT this Ordinance shall take effect upon passage and execution hereof.

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:

_____
Kelli Leisure, Assistant City Attorney

EXHIBIT A

VINTAGE
PUBLIC IMPROVEMENT DISTRICT

CITY OF LUBBOCK, TEXAS

ANNUAL SERVICE PLAN UPDATE
2021-22

AS APPROVED BY CITY COUNCIL ON:
SEPTEMBER 14, 2021

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

EXHIBIT A

VINTAGE PUBLIC IMPROVEMENT DISTRICT

ANNUAL SERVICE PLAN UPDATE – 2021-22

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A. INTRODUCTION

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

A service and assessment plan (the "Service and Assessment Plan") was approved by the City pursuant to Ordinance No. 2007-00058, as amended by Ordinance No. 2008-00005, identifying the public improvements (the "Improvement Project") to be provided by the PID, the costs of the Improvement Projects, the indebtedness to be incurred for the Improvement Projects, and the manner of assessing the property in the PID for the costs of the Improvement Projects. The Service and Assessment Plan is to be reviewed and updated annually. Section 372.015 of the PID Act states that the governing body of the municipality shall apportion the cost of an improvement to be assessed against property in an improvement district, and the apportionment shall be made on the basis of special benefits accruing to the property because of the improvement. Section 372.015(d) provides that the amount of assessment for each property owner may be adjusted following the annual review of the service plan. This document is the update of the Service and Assessment Plan for 2021-22.

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

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

Capitalized terms shall have the meanings set forth in the Service and Assessment Plan unless otherwise defined herein.

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B. UPDATE OF THE SERVICE PLAN

I. ANNUAL BUDGET FOR THE IMPROVEMENT PROJECTS

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

As shown by Table B-1 below, the PID has incurred indebtedness in the total amount of $3,472,000 in the form of the Series 2008A and Series 2008B Bonds, which are to be repaid from Assessments, and the Developer is to fund the balance of the costs of the Improvement Projects as shown below.

Table B-1
Sources and Uses of Funds
Public Improvements

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

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

A Service and Assessment Plan must cover a period of five years. All of the Improvement Projects are expected to be provided within a period of five years. The anticipated budget for the Improvement Projects over a period of five years and the indebtedness expected to be incurred for these costs is shown by Table B-2 and Table B-3 below.

Table B-2
Improvement Project A
PID Sources and Uses of Funds
2008 – 2027

Sources of Funds	Year 2008-2021	Year 2022-2027	Total
Bond proceeds	$2,193,000	$0	$2,193,000
Developer's contribution to Reserve Account	$219,300	$0	$219,300
Developer's contribution to Prepayment Reserve Account	$40,928	$0	$40,928
Other private funds	$804,366	$0	$804,366
Total Sources of Funds	**$3,257,594**	**$0**	**$3,257,594**
Uses of Funds			
Improvement project	$2,920,808	$0	$2,920,808
Capitalized Interest Account	$61,644	$0	$61,644
Collection Costs Account	$14,914	$0	$14,914
Reserve Account	$219,300	$0	$219,300
Prepayment Reserve Account	$40,928	$0	$40,928
Total Uses of Funds	**$3,257,594**	**$0**	**$3,257,594**

Table B-3
Improvement Project B
PID Sources and Uses of Funds
2008 – 2027

Sources of Funds	Year 2008-2021	Year 2022-2027	Total
Bond proceeds	$1,279,000	$0	$1,279,000
Developer's contribution to Prepayment Reserve Account	$23,870	$0	$23,870
Other private funds	$833,286	$0	$833,286
Total Sources of Funds	**$2,136,156**	**$0**	**$2,136,156**
Uses of Funds			
Improvement Project	$1,828,466	$0	$1,828,466
Capitalized Interest Account	$128,694	$0	$128,694
Collection Costs Account	$27,226	$0	$27,226
Reserve Account	$127,900	$0	$127,900
Develop Sub-Account of the Prepayment Reserve Account	$23,870	$0	$23,870
Total Uses of Funds	**$2,136,156**	**$0**	**$2,136,156**

II. DEBT SERVICE AND COLLECTION COSTS

The Annual Installments

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty annual installments of principal and interest beginning with the tax year following the issuance of the Series 2008A and Series 2008B Bonds, of which seventeen (17) Annual Installments remain outstanding.

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the Series 2008A and Series 2008B Bonds with a maximum of nine percent per annum commencing with the issuance of the Series 2008A Bonds. The interest rate on the Series 2008A Bonds is 7.375 percent per annum. Accordingly, the interest rate on the Series 2008A Bonds is used to calculate the interest on the Assessments. These payments, the "Annual Installments" of the Assessments, shall be billed by the City in 2021 and will be delinquent on February 1, 2022.

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

Annual Budget for the Repayment of Indebtedness

Debt service is to be paid on the Series 2008A Bonds from the collection of the Annual Installments. The interest rate to be paid on the Series 2008A Bonds is 7.375 percent. In addition, "Collection Costs" are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments.

The budget for the PID to be paid from the collection of Annual Installments for 2021-22 is shown by Table B-4 on the following page.

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Table B-4
Budget for the Annual Installments
to be Collected for 2021-22

Descriptions	Improvement Project A Series 2008A Bonds	Improvement Project B Series 2008B Bonds	Total
Interest payment on April 1, 2022	$71,429	$0	$71,429
Interest payment on October 1, 2022	$71,429	$0	$71,429
Principal payment on October 1, 2022	$42,000	$0	$42,000
Subtotal Debt Service on Bonds	*$184,857*	*$0*	*$184,857*
Annual Collection Costs	$15,000	$0	$15,000
Subtotal Expenses	*$199,857*	*$0*	*$199,857*
Available Capitalized Interest Account	$0	$0	$0
Available Administrative Fund	$0	$0	$0
Subtotal Funds Available	*$0*	*$0*	*$0*
Annual Installment to be Collected	**$199,857**	**$0**	**$199,857**

Note: The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

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

Annual Installments to be Collected from previously subdivided lots

The Assessment Part A per Equivalent Unit for all lots, other than the newly subdivided Phase Three Lots, is calculated as $5,859 based on the revised number of units to be developed. The Assessment Part A applicable for each Land Use Class, which is calculated by multiplying the Assessment Part A per Equivalent Unit by the Equivalent Units of each Land Use Class, and the interest on the Assessment due to be collected for 2021-22 are shown in Table B-5 below.

Table B-5
Interest Due on Assessment Part A
to be Collected for 2021-22

Land Use Class	Assessment per EU	EU	Assessment Part A per unit	Assessment Interest Rate	Interest Due per Unit
Land Use Class 1	$5,859	1.00	$5,859	7.375%	$432.09
Land Use Class 2	$5,859	1.66	$9,726	7.375%	$717.27
Land Use Class 3	$5,859	2.29	$13,417	7.375%	$989.48

Note: The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

The Assessment Part A due for 2021-22 is $42,000, which represents the principal amount due on the Series 2008A Bonds on October 1, 2022. The Total Assessment Part A outstanding is shown as $1,937,046 in Appendix B after the regular principal payment on October 1, 2021. Accordingly, the Assessment Part A due for 2021-22 is 2.1682 percent of the outstanding Assessment Part A (i.e., $42,000 ÷ $1,937,046 = 2.1682%).

The Assessment Part A due to be collected from each Land Use Class for 2021-22 is shown in Table B-6 below.

Table B-6
Assessment Part A Due
to be Collected for 2021-22

Land Use Class	Assessment Part A per unit	Percentage	Assessment Part A Due
Land Use Class 1	$5,859	2.1682%	$127.03
Land Use Class 2	$9,726	2.1682%	$210.88
Land Use Class 3	$13,417	2.1682%	$290.91

Note: The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

The net Annual Collection Costs for the collection of Assessment Part A are estimated to be $15,000. The total outstanding Assessment Part A is shown as $1,937,046 in Appendix B. Accordingly, the Annual Collection Costs due for 2021-22 is 0.7744 percent of the outstanding Assessment Part A (i.e., $15,000 ÷ $1,937,046 = 0.7744%). The Annual Collection Costs to be collected for 2021-22 is shown in Table B-7 below.

Table B-7
Annual Collection Costs for Assessment Part A
to be Collected for 2021-22

Land Use Class	Assessment Part A per unit	Percentage	Annual Collection Costs Per Unit
Land Use Class 1	$5,859	0.7744%	$45.37
Land Use Class 2	$9,726	0.7744%	$75.31
Land Use Class 3	$13,417	0.7744%	$103.90

Note: The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

In summary, the Annual Installment Part A to be collected for 2021-21, which includes interest, Assessment Part A and Annual Collection Costs, is shown Table B-8 on the following page.

Table B-8
Annual Installment Part A
to be Collected for 2021-22

Land Use Class	EU	Interest Due per Unit	Assessment Part A Due	Annual Assessment	Annual collection Costs Per Unit	Annual Installment Part A per Unit
Land Use Class 1	1.00	$432.09	$127.03	$559.12	$45.37	$604.49
Land Use Class 2	1.66	$717.27	$210.88	$928.15	$75.31	$1,003.46
Land Use Class 3	2.29	$989.48	$290.91	$1,280.39	$103.90	$1,384.29

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

Annual Installments to be Collected from Phase Three Lots

The Assessment Part A per Equivalent Unit amounts allocated to the lots within Phase Three (the " Phase Three Lots") was $5,879 as shown in the Update of the Assessment Roll section of this annual update. This amount is slightly higher than the Assessment Part A and per Equivalent Unit amount of $5,859 allocated to all previously subdivided lots. As a result, the Annual Installment amounts due for the Phase Three Lots are calculated separately based on the Assessment amounts allocated to each of these subdivided Parcels as shown below.

The Assessment Part A per Equivalent Unit for the Phase Three Lots is calculated as $5,879 as shown in the Update of the Assessment Roll section of this annual update. The Assessment Part A applicable for each Land Use Class, which is calculated by multiplying the Assessment Part A per Equivalent Unit by the Equivalent Units of each Land Use Class, and the interest on the Assessment due to be collected from each of the Phase Three Lots for 2021-22 are shown in Table B-9 below.

Table B-9
Interest Due on Assessment Part A – Phase Three Lots
to be Collected for 2021-22

Land Use Class	Assessment per EU	EU	Assessment Part A per unit	Assessment Interest Rate	Interest Due per Unit
Land Use Class 1	$5,879	1.00	$5,879	7.375%	$433.60
Land Use Class 2	$5,879	1.66	$9,760	7.375%	$719.77
Land Use Class 3	$5,879	2.29	$13,464	7.375%	$992.93

Note: The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

The Assessment Part A due for 2021-22 is $42,000, which represents the principal amount due on the Series 2008A Bonds on October 1, 2021. The Total Assessment Part A outstanding is shown as $1,937,046 in Appendix B. Accordingly, the Assessment Part A due for 2021-22 is 2.1682 percent of the outstanding Assessment Part A (i.e., $42,000 ÷ $1,937,046 = 2.1682%).

The Assessment Part A due to be collected for Phase Three Lots for 2021-22 from each of the subdivided lots is shown in Table B-10 below.

Table B-10
Assessment Part A Due – Phase Three Lots
to be Collected for 2021-22

Land Use Class	Assessment Part A per unit	Percentage	Assessment Part A Due
Land Use Class 1	$5,879	2.1682%	$127.48
Land Use Class 2	$9,760	2.1682%	$211.61
Land Use Class 3	$13,464	2.1682%	$291.92

Note: The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

The net Annual Collection Costs for the collection of Assessment Part A are estimated to be $15,000. The total outstanding Assessment Part A is shown as $1,937,046 in Appendix B. Accordingly, the Annual Collection Costs due for 2021-22 is 0.7744 percent of the outstanding Assessment Part A (i.e., $15,000 ÷ $1,937,046 = 0.7744%). The Annual Collection Costs to be collected for Phase Three Lots for 2021-22 is shown in Table B-11 below.

Table B-11
Annual Collection Costs for Assessment Part A – Phase Three Lots
to be Collected for 2021-22

Land Use Class	Assessment Part A per unit	Percentage	Annual Collection Costs Per Unit
Land Use Class 1	$5,879	0.7744%	$45.53
Land Use Class 2	$9,760	0.7744%	$75.58
Land Use Class 3	$13,464	0.7744%	$104.26

Note: The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

In summary, the Annual Installment Part A to be collected for 2021-22 from each of the Phase Three Lots, which includes interest, Assessment Part A and Annual Collection Costs, is shown Table B-12 on the following page.

Table B-12
Annual Installment Part A – Phase Three Lots
to be Collected for 2021-22

Land Use Class	EU	Interest Due per Unit	Assessment Part A Due	Annual Assessment	Annual collection Costs Per Unit	Annual Installment Part A per Unit
Land Use Class 1	1.00	$433.60	$127.48	$561.08	$45.53	$606.61
Land Use Class 2	1.66	$719.77	$211.61	$931.38	$75.58	$1,006.96
Land Use Class 3	2.29	$992.93	$291.92	$1,284.85	$104.26	$1,389.11

There is no Annual Installment Part B to be collected from the Phase Three Lots.

III. Annual Optional Redemption Review

The Bonds were issued in April 2008. Pursuant to Section 4.3 of the Indenture of Trust, the City reserves the right and option to redeem the Bonds before their scheduled maturity dates, in whole or in part, on any interest payment date on or after October 1, 2018, such redemption date or dates to be fixed by the City, at the redemption prices and dates shown in the Indenture of Trust.

The Administrator has conducted a preliminary evaluation of the current refunding market conditions, recent PID bond refunding transactions, and other relevant factors. Based on this preliminary evaluation, the Administrator believes a refunding of the Bonds may be viable at this time. The Administrator will continue to monitor the refunding market conditions, applicable PID bond refunding transactions, and other relevant factors to determine if refunding is currently viable will inform the City accordingly.

(the remainder of this page is intentionally left blank)

C. UPDATE OF THE ASSESSMENT PLAN

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

(i) Land Use Class 1,

(ii) Land Use Class 2, and

(iii) Land Use Class 3.

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

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

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

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

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D. UPDATE OF THE ASSESSMENT ROLL

Pursuant to the Service and Assessment Plan, the Assessment Roll shall be updated each year to reflect:

> (i) The identification of each Assessed Parcel in the PID (including, if available, the tax Parcel identification number for such Parcel), (ii) the Assessments, including any adjustments as provided for in this Service and Assessment Plan; (iii) the Annual Installment for the relevant year (if such Assessment is payable) for each Parcel; (iv) prepayments of the Assessments as provided for in the Service and Assessment Plan and (B) any other changes helpful to the administration of the PID and permitted by law.

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

I. PARCEL UPDATES

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

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

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel.

B = the Assessment for the Parcel prior to subdivision.

C = the Equivalent Units allocated to each newly subdivided Parcel

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

There have been no additional Parcel subdivisions within the PID applicable to the Annual Installments to be collected for 2021-22.

Consolidated Parcels

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

According to the Lubbock Central Appraisal District, Parcels R318307 and R318308 (both Land Use Class 1 lots) were consolidated and replatted as Parcel R318307 in 2013.

According to the Lubbock Central Appraisal District, Parcels R318313 and R318314 (both Land Use Class 1 lots) were consolidated and replatted as Parcel R318314 in 2013.

According to the Lubbock Central Appraisal District, Parcels R318328 and R318329 (Land Use Class 2 and Land Use Class 1 lots, respectively) were consolidated as Parcel R318328 in 2014.

According to Lubbock Central Appraisal District Parcels R318373, R318374, R318375, R318376, and R318377 (all Land Use Class 1) were consolidated and replatted as R318373 in 2018.

According to Lubbock Central Appraisal District Parcels R314871 and R314872 (Land Use Class 2 and Land Use Class 3 lots, respectively) were consolidated and replatted as R314871 as of August 7, 2020.

According to Lubbock Central Appraisal District Parcels R318369, R318370, R318371, and R318372, (all Land Use Class 1) were consolidated and replatted as R318369 as of August 7, 2020.

As a result, the consolidated Assessment Part A for the four newly consolidated Parcels is shown in Table D-1 on the following page.

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Table D-1
Annual Installment Part A before and after Consolidation

Prior to Consolidation			After Consolidation		
Parcel	**Assessment Part A**	**Annual Installment Part A**	**Parcel**	**Assessment Part A**	**Annual Installment Part A**
R318307	$5,879.26	$606.60	R318307	$11,759	$1,213.21
R318308	$5,879.26	$606.60			
R318313	$5,879.26	$606.60	R318314	$11,759	$1,213.21
R318314	$5,879.26	$606.60			
R318328	$9,759.58	$1,006.96	R318328	$15,639	$1,613.56
R318329	$5,879.26	$606.60			
R318373	$5,879.26	$606.60	R318373	$29,396	$3,033.02
R318374	$5,879.26	$606.60			
R318375	$5,879.26	$606.60			
R318376	$5,879.26	$606.60			
R318377	$5,879.26	$606.60			
R314871	$9,725.63	$1,003.46	R314871	$23,142	$2,387.74
R314872	$13,416.69	$1,384.28			
R318369	$5,879.26	$606.60	R318369	$23,517	$2,426.42
R318370	$5,879.26	$606.60			
R318371	$5,879.26	$606.60			
R318372	$5,879.26	$606.60			
Total	**$115,212**	**$11,887.17**	**Total**	**$115,212**	**$11,887.17**

Note: The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

As shown in Table D-1 above, the Annual Installment Part A due from each newly subdivided Land Use Class 1 lot is $606.60. As a result, the total Annual Installment Part A Due from Parcel R318307 after the consolidation is $1,213.21 (i.e., $606.60 + $606.60 = $1,213.21).

As shown in Table D-1 above, the Annual Installment Part A due from each newly subdivided Land Use Class 1 lot is $606.60. As a result, the total Annual Installment Part A Due from Parcel R318314 after the consolidation is $1,213.21 (i.e., $606.60 + $606.60 = $1,213.21).

As shown in Table D-1 above, the Annual Installment Part A due from each newly subdivided Land Use Class 1 lot is $606.60 and the Annual Installment Part A due from each newly subdivided Land Use Class 2 lot is $1,006.96. As a result, the total Annual Installment Part A Due from Parcel R318328 after the consolidation is $1,613.56 (i.e., $606.60 + $1,006.96 = $1,613.56).

As shown in Table D-1 above, the Annual Installment Part A due from each newly subdivided Land Use Class 1 lot is $606.60. As a result, the total Annual Installment Part A Due from Parcel R318373 after the consolidation is $3,033.02 (i.e., $606.60 + $606.60 + $606.60 + $606.60 + $606.60 = $3,033.02).

As shown in Table D-1 on the previous page, the Annual Installment Part A due from each newly subdivided Land Use Class 2 lot is $1,003.46 and the Annual Installment Part A due from each newly subdivided Land Use Class 3 lot is $1,384.28. As a result, the total Annual Installment Part A Due from Parcel R314871 after the consolidation is $2,387.75 (i.e., $1,003.46 + $1,384.28 = $2,387.74).

As shown in Table D-1 on the previous page, the Annual Installment Part A due from each newly subdivided Land Use Class 1 lot is $606.60. As a result, the total Annual Installment Part A Due from Parcel R318369 after the consolidation is $2,426.42 (i.e., $606.60 + $606.60 + $606.60 + $606.60 = $2,426.42).

II. PREPAYMENT OF ASSESSMENTS

Assessment Part A has been prepaid for nine lots through July 31, 2021. Each of these prepaid lots is marked as such in the Assessment Roll summary attached hereto as Appendix B. According to the trustee for the Bonds, Series 2008A Bonds in the total amount of $78,000 have been redeemed with the prepayment proceeds as of July 31, 2021.

Assessment Part B has been prepaid for all Parcels as of July 31, 2021. Each of these prepaid lots is marked as such in the Assessment Roll summary attached hereto as Appendix B. Series 2008B Bonds in the total amount of $1,274,000 were redeemed with prepayment proceeds through July 31, 2021.

The complete Assessment Roll updated as described herein is available at the City of Lubbock, 1314 Avenue K, Lubbock, Texas 79401.

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E. UPDATES OF MISCELLANEOUS PROVISIONS

There are no additional updates to be included in the Annual Service Plan update for 2021-22.

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EXHIBIT A

APPENDIX A
THE IMPROVEMENT PROJECTS

EXHIBIT A

Appendix A
The Improvement Project

	Improvement Project A			Improvement Project B		
Hard Costs	**Original Budget**	**Budget Changes**	**Revised Budget**	**Original Budget**	**Budget Changes**	**Revised Budget**
Land	$0	$0	$0	$390,000	($247,090)	$142,910
Site Preparation	$288,511	$355,780	$644,291	$79,906	$88,055	$167,961
Drainage	$136,232	($136,232)	$0	$136,232	($102,637)	$33,595
Streets and alleys	$0	$0	$0	$706,430	$4,206	$710,636
Walkways	$0	$0	$0	$59,523	($59,523)	$0
Water and sewer	$0	$0	$0	$752,265	($409,645)	$342,620
Lighting and street signs	$154,683	($25,693)	$128,990	$4,107	$681	$4,788
Signage and monumentation	$9,795	($9,475)	$320	$0	$3,015	$3,015
Park features	$1,081,340	($7,593)	$1,073,747	$0	$0	$0
Roundabouts	$67,795	$19,517	$87,312	$0	$0	$0
Street trees and irrigation	$412,091	($213,590)	$198,501	$0	$0	$0
Sub-total hard costs	*$2,150,447*	*($17,286)*	*$2,133,161*	*$2,128,463*	*($722,938)*	*$1,405,525*
Soft Costs						
Project administration	$84,884	$529	$85,413	$11,577	$25,029	$36,606
Master planning	$67,012	$199,424	$266,436	$0	$73,946	$73,946
Architectural design	$102,862	($102,862)	$0	$130	($130)	$0
Engineering (civil)	$239,216	$169,311	$408,527	$235,905	$59,500	$295,405
Engineering (other)	$4,210	$3,464	$7,674	$8,952	($5,207)	$3,745
Legal fees	$7,720	$5,640	$13,360	$1,278	($1,278)	$0
Regulatory and impact fees	$8,032	($5,902)	$2,130	$20,563	($7,324)	$13,239
Insurance and bonding	$0	$4,107	$4,107	$0	$0	$0
Sub-total soft costs	*$513,936*	*$273,711*	*$787,647*	*$278,405*	*$144,536*	*$422,941*
Contingency	**$266,439**	**($266,439)**	**$0**	**$248,901**	**($248,901)**	**$0**
Total	**$2,930,822**	**($10,014)**	**$2,920,808**	**$2,655,769**	**($827,303)**	**$1,828,466**

EXHIBIT A

APPENDIX B
ASSESSMENT ROLL SUMMARY – 2021-22

EXHIBIT A

ASSESSMENT ROLL SUMMARY
Vintage Public Improvement District
2021-2022
Summary

Property			Assessments			Annual Installment Part A			Annual Installment Part B			Total		
Tax Reference No.	**Lot No.**	**Equivalent Units**	**Part A**	**Part B**	**Total**	**P&I**	**Collection Costs**	**Total**	**P&I**	**Collection Costs**	**Total**	**P&I**	**Collection Costs 2**	**Total 2**
R310559	1	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310560	2	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310561	3	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310562	4	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310563	5	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310564	6	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310565	7	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310566	8	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310567	9	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310568	10	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310569	11	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310570	12	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310571	13	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310572	14	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310573	15	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310574	16	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310575	17	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310576	18	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310577	19	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310578	20	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310579	21	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310580	22	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310581	23	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310582	24	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310583	25	1.66	$9,726	$0	$9,726	$928.15	$75.31	$1,003.46	$0.00	$0.00	$0.00	$928.15	$75.31	$1,003.46
R310584	26	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310585	27	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310586	28	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310587	29	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310588	30	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310589	31	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310590	32	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310591	33	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310592	34	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310593	35	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310594	36	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310595	37	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310596	38	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310597	39	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310598	40	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310599	41	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310600	42	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310601	43	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310602	44	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310603	45	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310604	46	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310605	47	1	Prepaid	$0	Prepaid	$0.00	$0.00	Prepaid	$0.00	$0.00	$0.00	$0.00	$0.00	Prepaid
R310606	48	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310607	49	2.29	Prepaid	$0	Prepaid	$0.00	$0.00	Prepaid	$0.00	$0.00	$0.00	$0.00	$0.00	Prepaid
R310608	50	2.29	$13,417	$0	$13,417	$1,280.39	$103.90	$1,384.28	$0.00	$0.00	$0.00	$1,280.39	$103.90	$1,384.28
R310609	51	2.29	$13,417	$0	$13,417	$1,280.39	$103.90	$1,384.28	$0.00	$0.00	$0.00	$1,280.39	$103.90	$1,384.28
R310610	52	2.29	$13,417	$0	$13,417	$1,280.39	$103.90	$1,384.28	$0.00	$0.00	$0.00	$1,280.39	$103.90	$1,384.28
R310611	53	2.29	$13,417	$0	$13,417	$1,280.39	$103.90	$1,384.28	$0.00	$0.00	$0.00	$1,280.39	$103.90	$1,384.28
R310612	54	1.66	$9,726	$0	$9,726	$928.15	$75.31	$1,003.46	$0.00	$0.00	$0.00	$928.15	$75.31	$1,003.46
R310613	55	1.66	$9,726	$0	$9,726	$928.15	$75.31	$1,003.46	$0.00	$0.00	$0.00	$928.15	$75.31	$1,003.46
R310614	56	1.66	$9,726	$0	$9,726	$928.15	$75.31	$1,003.46	$0.00	$0.00	$0.00	$928.15	$75.31	$1,003.46
R310615	57	1.66	$9,726	$0	$9,726	$928.15	$75.31	$1,003.46	$0.00	$0.00	$0.00	$928.15	$75.31	$1,003.46
R310616	58	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310622	59	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

EXHIBIT A

Property			Assessments			Annual Installment Part A			Annual Installment Part B			Total		
Tax Reference No.	**Lot No.**	**Equivalent Units**	**Part A**	**Part B**	**Total**	**P&I**	**Collection Costs**	**Total**	**P&I**	**Collection Costs**	**Total**	**P&I**	**Collection Costs 2**	**Total 2**
R310623	60	1.66	$9,726	$0	$9,726	$928.15	$75.31	$1,003.46	$0.00	$0.00	$0.00	$928.15	$75.31	$1,003.46
R310624	61	1.66	$9,726	$0	$9,726	$928.15	$75.31	$1,003.46	$0.00	$0.00	$0.00	$928.15	$75.31	$1,003.46
R310625	62	1.66	$9,726	$0	$9,726	$928.15	$75.31	$1,003.46	$0.00	$0.00	$0.00	$928.15	$75.31	$1,003.46
R310626	63	1.66	$9,726	$0	$9,726	$928.15	$75.31	$1,003.46	$0.00	$0.00	$0.00	$928.15	$75.31	$1,003.46
R310627	64	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310628	65	1	Prepaid	$0	Prepaid	$0.00	$0.00	Prepaid	$0.00	$0.00	$0.00	$0.00	$0.00	Prepaid
R310629	66	1	Prepaid	$0	Prepaid	$0.00	$0.00	Prepaid	$0.00	$0.00	$0.00	$0.00	$0.00	Prepaid
R310630	67	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310631	68	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310632	69	1.66	$9,726	$0	$9,726	$928.15	$75.31	$1,003.46	$0.00	$0.00	$0.00	$928.15	$75.31	$1,003.46
R310633	70	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310634	71	1	Prepaid	$0	Prepaid	$0.00	$0.00	Prepaid	$0.00	$0.00	$0.00	$0.00	$0.00	Prepaid
R310635	72	1	Prepaid	$0	Prepaid	$0.00	$0.00	Prepaid	$0.00	$0.00	$0.00	$0.00	$0.00	Prepaid
R310636	73	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310637	74	1.66	Prepaid	$0	Prepaid	$0.00	$0.00	Prepaid	$0.00	$0.00	$0.00	$0.00	$0.00	Prepaid
R310638	75	2.29	$13,417	$0	$13,417	$1,280.39	$103.90	$1,384.28	$0.00	$0.00	$0.00	$1,280.39	$103.90	$1,384.28
R310639	76	2.29	$13,417	$0	$13,417	$1,280.39	$103.90	$1,384.28	$0.00	$0.00	$0.00	$1,280.39	$103.90	$1,384.28
R310640	77	2.29	$13,417	$0	$13,417	$1,280.39	$103.90	$1,384.28	$0.00	$0.00	$0.00	$1,280.39	$103.90	$1,384.28
R310641	78	1.66	$9,726	$0	$9,726	$928.15	$75.31	$1,003.46	$0.00	$0.00	$0.00	$928.15	$75.31	$1,003.46
R310642	79	1.66	$9,726	$0	$9,726	$928.15	$75.31	$1,003.46	$0.00	$0.00	$0.00	$928.15	$75.31	$1,003.46
R310643	80	1.66	$9,726	$0	$9,726	$928.15	$75.31	$1,003.46	$0.00	$0.00	$0.00	$928.15	$75.31	$1,003.46
R310644	81	1.66	$9,726	$0	$9,726	$928.15	$75.31	$1,003.46	$0.00	$0.00	$0.00	$928.15	$75.31	$1,003.46
R310645	82	1.66	$9,726	$0	$9,726	$928.15	$75.31	$1,003.46	$0.00	$0.00	$0.00	$928.15	$75.31	$1,003.46
R310646	83	1.66	$9,726	$0	$9,726	$928.15	$75.31	$1,003.46	$0.00	$0.00	$0.00	$928.15	$75.31	$1,003.46
R310647	84	2.29	$13,417	$0	$13,417	$1,280.39	$103.90	$1,384.28	$0.00	$0.00	$0.00	$1,280.39	$103.90	$1,384.28
R310648	85	2.29	$13,417	$0	$13,417	$1,280.39	$103.90	$1,384.28	$0.00	$0.00	$0.00	$1,280.39	$103.90	$1,384.28
R310649	86	1.66	$9,726	$0	$9,726	$928.15	$75.31	$1,003.46	$0.00	$0.00	$0.00	$928.15	$75.31	$1,003.46
R310650	87	2.29	$13,417	$0	$13,417	$1,280.39	$103.90	$1,384.28	$0.00	$0.00	$0.00	$1,280.39	$103.90	$1,384.28
R310651	88	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310652	89	2.29	$13,417	$0	$13,417	$1,280.39	$103.90	$1,384.28	$0.00	$0.00	$0.00	$1,280.39	$103.90	$1,384.28
R310653	90	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310654	91	1.66	$9,726	$0	$9,726	$928.15	$75.31	$1,003.46	$0.00	$0.00	$0.00	$928.15	$75.31	$1,003.46
R310655	92	1.66	$9,726	$0	$9,726	$928.15	$75.31	$1,003.46	$0.00	$0.00	$0.00	$928.15	$75.31	$1,003.46
R310656	93	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310657	94	1.66	$9,726	$0	$9,726	$928.15	$75.31	$1,003.46	$0.00	$0.00	$0.00	$928.15	$75.31	$1,003.46
R310658	95	1.66	Prepaid	$0	Prepaid	$0.00	$0.00	Prepaid	$0.00	$0.00	$0.00	$0.00	$0.00	Prepaid
R310659	96	1.66	$9,726	$0	$9,726	$928.15	$75.31	$1,003.46	$0.00	$0.00	$0.00	$928.15	$75.31	$1,003.46
R310660	97	1.66	$9,726	$0	$9,726	$928.15	$75.31	$1,003.46	$0.00	$0.00	$0.00	$928.15	$75.31	$1,003.46
R310661	98	1.66	$9,726	$0	$9,726	$928.15	$75.31	$1,003.46	$0.00	$0.00	$0.00	$928.15	$75.31	$1,003.46
R310662	99	1.66	$9,726	$0	$9,726	$928.15	$75.31	$1,003.46	$0.00	$0.00	$0.00	$928.15	$75.31	$1,003.46
R310663	100	1.66	$9,726	$0	$9,726	$928.15	$75.31	$1,003.46	$0.00	$0.00	$0.00	$928.15	$75.31	$1,003.46
R310664	101	2.29	$13,417	$0	$13,417	$1,280.39	$103.90	$1,384.28	$0.00	$0.00	$0.00	$1,280.39	$103.90	$1,384.28
R310665	102	1.66	$9,726	$0	$9,726	$928.15	$75.31	$1,003.46	$0.00	$0.00	$0.00	$928.15	$75.31	$1,003.46
R310666	103	1.66	$9,726	$0	$9,726	$928.15	$75.31	$1,003.46	$0.00	$0.00	$0.00	$928.15	$75.31	$1,003.46
R310667	104	1.66	$9,726	$0	$9,726	$928.15	$75.31	$1,003.46	$0.00	$0.00	$0.00	$928.15	$75.31	$1,003.46
R310668	105	1.66	$9,726	$0	$9,726	$928.15	$75.31	$1,003.46	$0.00	$0.00	$0.00	$928.15	$75.31	$1,003.46
R310669	106	1.66	$9,726	$0	$9,726	$928.15	$75.31	$1,003.46	$0.00	$0.00	$0.00	$928.15	$75.31	$1,003.46
R310670	107	1	$5,859	$0	$5,859	$559.12	$45.37	$604.49	$0.00	$0.00	$0.00	$559.12	$45.37	$604.49
R310671	108	1.66	$9,726	$0	$9,726	$928.15	$75.31	$1,003.46	$0.00	$0.00	$0.00	$928.15	$75.31	$1,003.46
R310672	109	1.66	Prepaid	$0	Prepaid	$0.00	$0.00	Prepaid	$0.00	$0.00	$0.00	$0.00	$0.00	Prepaid
R310673	110	1.66	$9,726	$0	$9,726	$928.15	$75.31	$1,003.46	$0.00	$0.00	$0.00	$928.15	$75.31	$1,003.46
R310674	111	1.66	$9,726	$0	$9,726	$928.15	$75.31	$1,003.46	$0.00	$0.00	$0.00	$928.15	$75.31	$1,003.46
R314854	112	1	$5,859	Prepaid	$5,859	$559.12	$45.37	$604.49	Prepaid	Prepaid	Prepaid	$559.12	$45.37	$604.49
R314855	113	1	$5,859	Prepaid	$5,859	$559.12	$45.37	$604.49	Prepaid	Prepaid	Prepaid	$559.12	$45.37	$604.49
R314856	114	1	$5,859	Prepaid	$5,859	$559.12	$45.37	$604.49	Prepaid	Prepaid	Prepaid	$559.12	$45.37	$604.49
R314857	115	1	$5,859	Prepaid	$5,859	$559.12	$45.37	$604.49	Prepaid	Prepaid	Prepaid	$559.12	$45.37	$604.49
R314858	116	1	$5,859	Prepaid	$5,859	$559.12	$45.37	$604.49	Prepaid	Prepaid	Prepaid	$559.12	$45.37	$604.49
R314859	117	1	$5,859	Prepaid	$5,859	$559.12	$45.37	$604.49	Prepaid	Prepaid	Prepaid	$559.12	$45.37	$604.49
R314860	118	1.66	$9,726	Prepaid	$9,726	$928.15	$75.31	$1,003.46	Prepaid	Prepaid	Prepaid	$928.15	$75.31	$1,003.46
R314861	119	1	$5,859	Prepaid	$5,859	$559.12	$45.37	$604.49	Prepaid	Prepaid	Prepaid	$559.12	$45.37	$604.49
R314862	120	1	$5,859	Prepaid	$5,859	$559.12	$45.37	$604.49	Prepaid	Prepaid	Prepaid	$559.12	$45.37	$604.49
R314863	121	1	$5,859	Prepaid	$5,859	$559.12	$45.37	$604.49	Prepaid	Prepaid	Prepaid	$559.12	$45.37	$604.49
R314864	122	1	$5,859	Prepaid	$5,859	$559.12	$45.37	$604.49	Prepaid	Prepaid	Prepaid	$559.12	$45.37	$604.49
R314865	123	2.29	$13,417	Prepaid	$13,417	$1,280.39	$103.90	$1,384.28	Prepaid	Prepaid	Prepaid	$1,280.39	$103.90	$1,384.28
R314866	124	1.66	$9,726	Prepaid	$9,726	$928.15	$75.31	$1,003.46	Prepaid	Prepaid	Prepaid	$928.15	$75.31	$1,003.46

EXHIBIT A

Property			Assessments			Annual Installment Part A			Annual Installment Part B			Total		
Tax Reference No.	**Lot No.**	**Equivalent Units**	**Part A**	**Part B**	**Total**	**P&I**	**Collection Costs**	**Total**	**P&I**	**Collection Costs**	**Total**	**P&I**	**Collection Costs 2**	**Total 2**
R314867	125	1	$5,859	Prepaid	$5,859	$559.12	$45.37	$604.49	Prepaid	Prepaid	Prepaid	$559.12	$45.37	$604.49
R314868	126	1	$5,859	Prepaid	$5,859	$559.12	$45.37	$604.49	Prepaid	Prepaid	Prepaid	$559.12	$45.37	$604.49
R314869	127	1.66	$9,726	Prepaid	$9,726	$928.15	$75.31	$1,003.46	Prepaid	Prepaid	Prepaid	$928.15	$75.31	$1,003.46
R314870	128	1	$5,859	Prepaid	$5,859	$559.12	$45.37	$604.49	Prepaid	Prepaid	Prepaid	$559.12	$45.37	$604.49
R314871[2]	129	1.66	$9,726	Prepaid	$9,726	$928.15	$75.31	$1,003.46	Prepaid	Prepaid	Prepaid	$928.15	$75.31	$1,003.46
R314872	130	2.29	$13,417	Prepaid	$13,417	$1,280.39	$103.90	$1,384.28	Prepaid	Prepaid	Prepaid	$1,280.39	$103.90	$1,384.28
R314873	131	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314874	132	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314875	133	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314876	134	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314877	135	1.66	$9,726	Prepaid	$9,726	$928.15	$75.31	$1,003.46	Prepaid	Prepaid	Prepaid	$928.15	$75.31	$1,003.46
R314878	136	1	$5,859	Prepaid	$5,859	$559.12	$45.37	$604.49	Prepaid	Prepaid	Prepaid	$559.12	$45.37	$604.49
R314879	137	1.66	$9,726	Prepaid	$9,726	$928.15	$75.31	$1,003.46	Prepaid	Prepaid	Prepaid	$928.15	$75.31	$1,003.46
R314880	138	1	$5,859	Prepaid	$5,859	$559.12	$45.37	$604.49	Prepaid	Prepaid	Prepaid	$559.12	$45.37	$604.49
R314881	139	1.66	$9,726	Prepaid	$9,726	$928.15	$75.31	$1,003.46	Prepaid	Prepaid	Prepaid	$928.15	$75.31	$1,003.46
R314882	140	2.29	$13,417	Prepaid	$13,417	$1,280.39	$103.90	$1,384.28	Prepaid	Prepaid	Prepaid	$1,280.39	$103.90	$1,384.28
R314883	141	1.66	$9,726	Prepaid	$9,726	$928.15	$75.31	$1,003.46	Prepaid	Prepaid	Prepaid	$928.15	$75.31	$1,003.46
R314884	142	1	$5,859	Prepaid	$5,859	$559.12	$45.37	$604.49	Prepaid	Prepaid	Prepaid	$559.12	$45.37	$604.49
R314885	143	1.66	$9,726	Prepaid	$9,726	$928.15	$75.31	$1,003.46	Prepaid	Prepaid	Prepaid	$928.15	$75.31	$1,003.46
R314886	144	1	$5,859	Prepaid	$5,859	$559.12	$45.37	$604.49	Prepaid	Prepaid	Prepaid	$559.12	$45.37	$604.49
R314887	145	1.66	$9,726	Prepaid	$9,726	$928.15	$75.31	$1,003.46	Prepaid	Prepaid	Prepaid	$928.15	$75.31	$1,003.46
R314888	146	2.29	$13,417	Prepaid	$13,417	$1,280.39	$103.90	$1,384.28	Prepaid	Prepaid	Prepaid	$1,280.39	$103.90	$1,384.28
R314889	147	1	$5,859	Prepaid	$5,859	$559.12	$45.37	$604.49	Prepaid	Prepaid	Prepaid	$559.12	$45.37	$604.49
R314890	148	1	$5,859	Prepaid	$5,859	$559.12	$45.37	$604.49	Prepaid	Prepaid	Prepaid	$559.12	$45.37	$604.49
R314891	149	1	$5,859	Prepaid	$5,859	$559.12	$45.37	$604.49	Prepaid	Prepaid	Prepaid	$559.12	$45.37	$604.49
R314892	150	1	$5,859	Prepaid	$5,859	$559.12	$45.37	$604.49	Prepaid	Prepaid	Prepaid	$559.12	$45.37	$604.49
R314893	151	1.66	$9,726	Prepaid	$9,726	$928.15	$75.31	$1,003.46	Prepaid	Prepaid	Prepaid	$928.15	$75.31	$1,003.46
R314924	152	1	$5,859	Prepaid	$5,859	$559.12	$45.37	$604.49	Prepaid	Prepaid	Prepaid	$559.12	$45.37	$604.49
R314894	153	1	$5,859	Prepaid	$5,859	$559.12	$45.37	$604.49	Prepaid	Prepaid	Prepaid	$559.12	$45.37	$604.49
R314895	154	1	$5,859	Prepaid	$5,859	$559.12	$45.37	$604.49	Prepaid	Prepaid	Prepaid	$559.12	$45.37	$604.49
R314896	155	1.66	$9,726	Prepaid	$9,726	$928.15	$75.31	$1,003.46	Prepaid	Prepaid	Prepaid	$928.15	$75.31	$1,003.46
R314897	156	1.66	$9,726	Prepaid	$9,726	$928.15	$75.31	$1,003.46	Prepaid	Prepaid	Prepaid	$928.15	$75.31	$1,003.46
R314898	157	1.66	$9,726	Prepaid	$9,726	$928.15	$75.31	$1,003.46	Prepaid	Prepaid	Prepaid	$928.15	$75.31	$1,003.46
R314899	158	1.66	$9,726	Prepaid	$9,726	$928.15	$75.31	$1,003.46	Prepaid	Prepaid	Prepaid	$928.15	$75.31	$1,003.46
R314900	159	1	$5,859	Prepaid	$5,859	$559.12	$45.37	$604.49	Prepaid	Prepaid	Prepaid	$559.12	$45.37	$604.49
R314901	160	1.66	$9,726	Prepaid	$9,726	$928.15	$75.31	$1,003.46	Prepaid	Prepaid	Prepaid	$928.15	$75.31	$1,003.46
R314902	161	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314903	162	1.66	$9,726	Prepaid	$9,726	$928.15	$75.31	$1,003.46	Prepaid	Prepaid	Prepaid	$928.15	$75.31	$1,003.46
R314904	163	1.66	$9,726	Prepaid	$9,726	$928.15	$75.31	$1,003.46	Prepaid	Prepaid	Prepaid	$928.15	$75.31	$1,003.46
R314905	164	1.66	$9,726	Prepaid	$9,726	$928.15	$75.31	$1,003.46	Prepaid	Prepaid	Prepaid	$928.15	$75.31	$1,003.46
R314906	165	1	$5,859	Prepaid	$5,859	$559.12	$45.37	$604.49	Prepaid	Prepaid	Prepaid	$559.12	$45.37	$604.49
R314907	166	1.66	$9,726	Prepaid	$9,726	$928.15	$75.31	$1,003.46	Prepaid	Prepaid	Prepaid	$928.15	$75.31	$1,003.46
R314908	167	1.66	$9,726	Prepaid	$9,726	$928.15	$75.31	$1,003.46	Prepaid	Prepaid	Prepaid	$928.15	$75.31	$1,003.46
R314909	168	1.66	$9,726	Prepaid	$9,726	$928.15	$75.31	$1,003.46	Prepaid	Prepaid	Prepaid	$928.15	$75.31	$1,003.46
R314910	169	1.66	$9,726	Prepaid	$9,726	$928.15	$75.31	$1,003.46	Prepaid	Prepaid	Prepaid	$928.15	$75.31	$1,003.46
R314911	170	1	$5,859	Prepaid	$5,859	$559.12	$45.37	$604.49	Prepaid	Prepaid	Prepaid	$559.12	$45.37	$604.49
R314912	171	1	$5,859	Prepaid	$5,859	$559.12	$45.37	$604.49	Prepaid	Prepaid	Prepaid	$559.12	$45.37	$604.49
R314913	172	1	$5,859	Prepaid	$5,859	$559.12	$45.37	$604.49	Prepaid	Prepaid	Prepaid	$559.12	$45.37	$604.49
R314914	173	1	$5,859	Prepaid	$5,859	$559.12	$45.37	$604.49	Prepaid	Prepaid	Prepaid	$559.12	$45.37	$604.49
R314925	174	1	$5,859	Prepaid	$5,859	$559.12	$45.37	$604.49	Prepaid	Prepaid	Prepaid	$559.12	$45.37	$604.49
R314915	175	1.66	$9,726	Prepaid	$9,726	$928.15	$75.31	$1,003.46	Prepaid	Prepaid	Prepaid	$928.15	$75.31	$1,003.46
R314916	176	1.66	$9,726	Prepaid	$9,726	$928.15	$75.31	$1,003.46	Prepaid	Prepaid	Prepaid	$928.15	$75.31	$1,003.46
R314917	177	1	$5,859	Prepaid	$5,859	$559.12	$45.37	$604.49	Prepaid	Prepaid	Prepaid	$559.12	$45.37	$604.49
R314918	178	1	$5,859	Prepaid	$5,859	$559.12	$45.37	$604.49	Prepaid	Prepaid	Prepaid	$559.12	$45.37	$604.49
R314919	179	1	$5,859	Prepaid	$5,859	$559.12	$45.37	$604.49	Prepaid	Prepaid	Prepaid	$559.12	$45.37	$604.49
R314926	180	1	$5,859	Prepaid	$5,859	$559.12	$45.37	$604.49	Prepaid	Prepaid	Prepaid	$559.12	$45.37	$604.49
R314920	181	1.66	$9,726	Prepaid	$9,726	$928.15	$75.31	$1,003.46	Prepaid	Prepaid	Prepaid	$928.15	$75.31	$1,003.46
R314921	182	1	$5,859	Prepaid	$5,859	$559.12	$45.37	$604.49	Prepaid	Prepaid	Prepaid	$559.12	$45.37	$604.49
R314922	183	1	$5,859	Prepaid	$5,859	$559.12	$45.37	$604.49	Prepaid	Prepaid	Prepaid	$559.12	$45.37	$604.49
R314923	184	1.66	$9,726	Prepaid	$9,726	$928.15	$75.31	$1,003.46	Prepaid	Prepaid	Prepaid	$928.15	$75.31	$1,003.46
R318305[1]	185	2.29	$13,464	Prepaid	$13,464	$642.43	$52.13	$694.56	Prepaid	Prepaid	Prepaid	$642.43	$52.13	$694.56
R338896[1]						$642.43	$52.13	$694.56	Prepaid	Prepaid	Prepaid	$642.43	$52.13	$694.56
R318306	186	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60

EXHIBIT A

Property			Assessments			Annual Installment Part A			Annual Installment Part B			Total		
Tax Reference No.	**Lot No.**	**Equivalent Units**	**Part A**	**Part B**	**Total**	**P&I**	**Collection Costs**	**Total**	**P&I**	**Collection Costs**	**Total**	**P&I**	**Collection Costs 2**	**Total 2**
R318307[2]	187	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318308	188	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318309	189	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318310	190	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318311	191	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318312	192	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318313	193	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318314[2]	194	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318315	195	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318316	196	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318317	197	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318318	198	1.66	$9,760	Prepaid	$9,760	$931.38	$75.58	$1,006.96	Prepaid	Prepaid	Prepaid	$931.38	$75.58	$1,006.96
R318319	199	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318320	200	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318321	201	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318322	202	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318323	203	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318324	204	1.66	$9,760	Prepaid	$9,760	$931.38	$75.58	$1,006.96	Prepaid	Prepaid	Prepaid	$931.38	$75.58	$1,006.96
R318325	205	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R318326	206	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318393	207	1.66	$9,760	Prepaid	$9,760	$931.38	$75.58	$1,006.96	Prepaid	Prepaid	Prepaid	$931.38	$75.58	$1,006.96
R318327	208	1.66	$9,760	Prepaid	$9,760	$931.38	$75.58	$1,006.96	Prepaid	Prepaid	Prepaid	$931.38	$75.58	$1,006.96
R318328[2]	209	1.66	$9,760	Prepaid	$9,760	$931.38	$75.58	$1,006.96	Prepaid	Prepaid	Prepaid	$931.38	$75.58	$1,006.96
R318329	210	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318330	211	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318394	212	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318331	213	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318332	214	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318333	215	1.66	$9,760	Prepaid	$9,760	$931.38	$75.58	$1,006.96	Prepaid	Prepaid	Prepaid	$931.38	$75.58	$1,006.96
R318334	216	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318335	217	1.66	$9,760	Prepaid	$9,760	$931.38	$75.58	$1,006.96	Prepaid	Prepaid	Prepaid	$931.38	$75.58	$1,006.96
R318336	218	1.66	$9,760	Prepaid	$9,760	$931.38	$75.58	$1,006.96	Prepaid	Prepaid	Prepaid	$931.38	$75.58	$1,006.96
R318337	219	1.66	$9,760	Prepaid	$9,760	$931.38	$75.58	$1,006.96	Prepaid	Prepaid	Prepaid	$931.38	$75.58	$1,006.96
R318338	220	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318339	221	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318340	222	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318341	223	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318342	224	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R318343	225	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318344	226	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318345	227	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318346	228	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318347	229	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318348	230	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318349	231	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318350	232	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318351	233	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318352	234	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318353	235	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318354	236	0	$0	$0	$0	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00
R318355	237	2.29	$13,464	Prepaid	$13,464	$1,284.85	$104.26	$1,389.11	Prepaid	Prepaid	Prepaid	$1,284.85	$104.26	$1,389.11
R318356	238	1.66	$9,760	Prepaid	$9,760	$931.38	$75.58	$1,006.96	Prepaid	Prepaid	Prepaid	$931.38	$75.58	$1,006.96
R318357	239	1.66	$9,760	Prepaid	$9,760	$931.38	$75.58	$1,006.96	Prepaid	Prepaid	Prepaid	$931.38	$75.58	$1,006.96
R318358	240	2.29	$13,464	Prepaid	$13,464	$1,284.85	$104.26	$1,389.11	Prepaid	Prepaid	Prepaid	$1,284.85	$104.26	$1,389.11
R318359	241	0	$0	$0	$0	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00
R318360	242	2.29	$13,464	Prepaid	$13,464	$1,284.85	$104.26	$1,389.11	Prepaid	Prepaid	Prepaid	$1,284.85	$104.26	$1,389.11
R318361	243	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318362	244	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318363	245	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318364[1]	246	2.29	$13,464	Prepaid	$13,464	$642.43	$52.13	$694.56	Prepaid	Prepaid	Prepaid	$642.43	$52.13	$694.56
R335355[1]						$642.43	$52.13	$694.56	Prepaid	Prepaid	Prepaid	$642.43	$52.13	$694.56
R318365	247	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318366	248	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318367	249	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60

EXHIBIT A

Property			Assessments			Annual Installment Part A			Annual Installment Part B			Total		
Tax Reference No.	**Lot No.**	**Equivalent Units**	**Part A**	**Part B**	**Total**	**P&I**	**Collection Costs**	**Total**	**P&I**	**Collection Costs**	**Total**	**P&I**	**Collection Costs 2**	**Total 2**
R318395	250	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318368	251	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318369[2]	252	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318370	253	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318371	254	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318372	255	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318373[2]	256	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318374	257	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318375	258	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318376	259	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318377	260	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318378	261	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318379	262	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318380	263	1.66	$9,760	Prepaid	$9,760	$931.38	$75.58	$1,006.96	Prepaid	Prepaid	Prepaid	$931.38	$75.58	$1,006.96
R318381	264	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318382	265	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318383	266	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318384	267	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318397	268	1.66	$9,760	Prepaid	$9,760	$931.38	$75.58	$1,006.96	Prepaid	Prepaid	Prepaid	$931.38	$75.58	$1,006.96
R318385	269	1.66	$9,760	Prepaid	$9,760	$931.38	$75.58	$1,006.96	Prepaid	Prepaid	Prepaid	$931.38	$75.58	$1,006.96
R318386	270	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318387	271	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318388	272	1.66	$9,760	Prepaid	$9,760	$931.38	$75.58	$1,006.96	Prepaid	Prepaid	Prepaid	$931.38	$75.58	$1,006.96
R318389	273	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318390	274	1.66	$9,760	Prepaid	$9,760	$931.38	$75.58	$1,006.96	Prepaid	Prepaid	Prepaid	$931.38	$75.58	$1,006.96
R318391	275	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318392	276	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
R318396	277	1	$5,879	Prepaid	$5,879	$561.08	$45.53	$606.60	Prepaid	Prepaid	Prepaid	$561.08	$45.53	$606.60
Total		**342.52**	**$1,937,041**	**$0**	**$1,937,041**	**$184,857**	**$15,000**	**$199,857**	**$0**	**$0**	**$0**	**$184,857**	**$15,000**	**$199,857**

1 - The 2021-22 Annual Installment to be billed will be allocated evenly between multiple accounts per information provided by Lubbock Central Appraisal District on December 16, 2020.

2 - Parcel represents the account to be billed for consolidated parcels per Lubbock Central Appraisal District Records.

Regular City Council Meeting **7. 11.**

Meeting Date: 09/14/2021

Information

Agenda Item

Resolution - Finance: Consider a resolution authorizing the approval of the Lubbock Emergency Communication District Budget for Fiscal Year 2021-22.

Item Summary

Lubbock Emergency Communication District (LECD) is required to submit the annual budget for approval to the governing bodies within the boundaries of the district. As authorized by the Texas Health and Safety Code, Section 772.301 through 772.329, the LECD Board of Managers approved the LECD proposed FY 2021-22 Budget. It is the opinion of the LECD Board of Managers, that the proposed FY 2021-22 Budget represents a fair and prudent financial plan to accomplish the LECD mission of providing enhanced 9-1-1 service to Lubbock County citizens.

Fiscal Impact

None

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer
Lubbock Emergency Communication District Board of Managers

Attachments

LECD Resolution
LECD Letter
LECD Budget

RESOLUTION

WHEREAS, under the authority of Texas Health and Safety Code Section 772.301 through 772.329, Lubbock County voters approved in a Lubbock County election, April 5, 1986, the creation of the Lubbock Emergency Communication District; and

WHEREAS, the Lubbock Emergency Communication District Board of Managers approved a proposed budget for FY 2021-22 acting under the authority of Texas Health and Safety Code Section 772.301 through 772.329; NOW THEREFORE:

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

THAT the City Council of the City of Lubbock hereby approves the Lubbock Emergency Communication District proposed budget for FY 2021-22. Said budget is attached hereto and incorporated as if fully set forth herein.

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

_____
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

ccdocs/LECD Budget Resolution 21-22
August 26, 2021

LUBBOCK EMERGENCY COMMUNICATION DISTRICT

6032 43rd Street • Lubbock, Texas 79407-3711
806.747.6911 • www.lubbock911.org • fax 806.747.5803

July 14, 2021

City Of Lubbock
Mayor Dan Pope
P.O. Box 2000
Lubbock, TX 79457-2000

The Lubbock Emergency Communication District Board of Managers has approved for distribution the LECD proposed budget for fiscal year 2021/2022 commencing October 1, 2021. The proposed budget represents a fair and prudent financial plan to accomplish the LECD mission of providing the best possible Enhanced 9-1-1 service to the citizens of the District.

Attached is a copy of the proposed budget. Under Health and Safety Code 772.309, LECD is required to submit its proposed budget for review to the governing bodies within the boundaries of the District, and the reviewing entities may provide comments to the LECD Board of Managers. Comments on this proposed budget will become part of the record at the September 8, 2021 Board Meeting.

Please notify us if you would like a representative from the District to attend your meeting. If you need additional information, please feel free to contact Operations Manager, Dyanne Neill, at 747-5163 or by email at dyanne.neill@lubbock911.org.

We appreciate the opportunity to serve you and your constituents.

Sincerely,

Nathan Kizer, ENP
Executive Director

Attachments

PROPOSED BUDGET

FISCAL YEAR 2021-2022

LUBBOCK EMERGENCY COMMUNICATION DISTRICT

"…to provide the best possible, trouble free 9-1-1 network for the citizens we serve…"

LUBBOCK EMERGENCY COMMUNICATION DISTRICT
PROPOSED BUDGET FY 2021-2022

ITEM	TOTAL BUDGET 2020-2021	TOTAL BUDGET 2021-2022
PERSONNEL EXPENSE		
Compensation - Full Time	$842,700	$880,500
Compensation - Part Time	$2,700	$2,700
Retirement Expense	$140,000	$148,500
Insurance Benefit	$131,500	$124,500
Workers' Compensation	$4,200	$4,200
Unemployment	$3,600	$3,600
FICA Tax	$72,000	$75,000
Payroll Service	$3,200	$3,400
Employment Expense	$3,000	$3,000
Accrued Benefit	$95,000	$100,000
TOTAL PERSONNEL EXPENSE	**$1,297,900**	**$1,345,400**
OFFICE SUPPLIES EXPENSE		
Office/Operating Supplies	$1,900	$1,850
Other Supplies	$5,800	$6,000
Educational Supplies	$400	$400
Postage	$650	$700
Mapping Supplies	$200	$200
Printing	$1,100	$700
TOTAL OFFICE SUPPLIES EXPENSE	**$10,050**	**$9,850**
OFFICE EQUIPMENT MAINTENANCE	$0	
Office/Communication Equipment Maintenance	$1,500	$1,100
Computer Equipment Maintenance	$3,000	$5,300
Tools & Equipment	$300	$300
Rent/Lease Machinery	$3,600	$3,200
TOTAL OFFICE EQUPMENT MAINTENANCE	**$8,400**	**$9,900**
BUILDING SERVICES/MAINTENANCE		
Contract Services	$23,000	$23,000
Maintenance/Repair	$59,000	$22,500
Utilities	$37,500	$36,700
Building Supplies/Tools	$5,600	$7,500
Building Insurance	$13,500	$15,000
Building Contingency	$50,000	$50,000
Building Replacement/Repair Fund	$125,000	$125,000
TOTAL BUILDING SERVICES/MAINTENANCE	**$313,600**	**$279,700**
OTHER SERVICES EXPENSE		
Texas 9-1-1 Alliance	$19,300	$19,300
Legal Services	$6,000	$6,000
Accounting Services	$12,000	$12,500
Public Education	$18,000	$18,400
Professional Services	$2,000	$2,000
Communication Services	$7,600	$5,600
Professional Dues and Memberships	$5,100	$5,300
Travel	$31,500	$33,100
Training	$8,700	$8,900
Liability/Property Insurance	$9,200	$9,450
Vehicle Expense	$11,000	$11,000
TOTAL OTHER SERVICES EXPENSE	**$130,400**	**$131,550**
CAPITAL		
Office Furniture	$1,000	$1,000
Communication Equipment	$1,000	$1,200
Computer Equipment	$1,600	$1,000
Equipment Replacement - LECD	$14,325	$11,570
TOTAL CAPITAL	**$17,925**	**$14,770**
TOTAL DISTRICT OPERATIONS	**$1,778,275**	**$1,791,170**

LUBBOCK EMERGENCY COMMUNICATION DISTRICT
PROPOSED BUDGET FY 2021-2022

ITEM	TOTAL BUDGET 2020-2021	TOTAL BUDGET 2021-2022
PSAP SUPPORT		
Recurring Charges	$486,900	$508,850
Maintenance Charges	$288,700	$308,000
CPE Technician	$26,200	$27,100
Telecommunicator Training/Travel	$20,700	$20,700
Catastrophic Contingency	$100,000	$100,000
Equipment Insurance	$7,800	$7,800
PSAP Emergency Response Support	$11,000	$11,000
Intergovernmental Aerial Mapping	$5,000	$5,000
PSAP Communication Services	$5,800	$8,200
Equipment Replacement - PSAP	$350,000	$261,204
Total PSAP Support	**$1,302,100**	**$1,269,854**
PROJECTS		
Next Generation\Emerging Technologies	$150,000	$150,000
PSAP Grant Program	$100,000	$100,000
Flexible Remote Operations	$20,000	$0
TOTAL PROJECTS	**$270,000**	**$250,000**
TOTAL	**$3,350,375**	**$3,311,024**

LUBBOCK EMERGENCY COMMUNICATION DISTRICT
FY 2021-2022 PROPOSED BUDGET

AGENCY OVERVIEW

BACKGROUND

The creation of the Lubbock Emergency Communication District *(LECD)* was approved by an overwhelming vote of the public in 1986. The authority to create the District was provided in Vernon's Texas Civil Statute 1432e. It was later codified in Texas Health and Safety Code, Section 772.301 through 772.329, the Emergency Telephone Number Act for counties with population over 20,000.

The District's mission upon creation was to establish 9-1-1 as the primary phone number to be used in an emergency in Lubbock County as well as the Emergency Telephone Network associated to provide Enhanced 9-1-1 service. All political subdivisions within Lubbock County assisted in this mission by establishing eight (8) Public Safety Answering Points *(PSAPs)* to receive emergency 9-1-1 calls. Our mission continues, but now in a different form:

> "The mission of the Lubbock Emergency Communication District is to provide the best possible, trouble free network for the citizens we serve to access emergency services by dialing 9-1-1; to provide the best tools (equipment and information) to each service provider agency that will enhance their ability to provide public safety services; and to educate the public on the effective and appropriate use of the 9-1-1 network."

The City of Plainview joined the Lubbock Emergency Communication District through an interlocal agreement in January 1989.

A six-member Board of Managers oversees the Lubbock Emergency Communication District. Two appointments to the Board are made by the City of Lubbock, one by the County of Lubbock, one by the City of Slaton, one at-large appointment made by the other Board Members, and one ex-officio *(non-voting)* member representing AT&T, the primary telephone service provider in Lubbock County.

Enhanced 9-1-1 *(E9-1-1)* operations started within LECD boundaries on January 27, 1989. Since that time, millions of 9-1-1 calls have been handled by the PSAPs supported by LECD. Currently, approximately 90% of all 9-1-1 calls originate from a wireless device.

All the major wireless service providers in the District provide Wireless E9-1-1 Phase II service. This service provides the telecommunicator with the latitude and longitude of the caller. With the help of mapping software, this assists the telecommunicator in locating the caller.

The District continues to be actively involved in the design, development, and implementation of Next Generation 9-1-1 *(NG9-1-1)* in the state of Texas. NG9-1-1 changes the architecture of the network, allowing better access for current and future communication devices, no matter what platform they use. The goal of NG9-1-1 can be summed up in one slogan: *"Emergency Help. Anytime, anywhere, any device."* The

transition is much more complex than any other transition undertaken to date. While in the past 9-1-1 networks could be managed as stand-alone systems, the hierarchical network architecture that is the foundation of any NG9-1-1 system will require cooperation and collaboration at local, regional, state, national and, ultimately, global levels in degrees not previously experienced.

The PSAPs in the District are connected by a fully redundant, public safety grade IP network. All 9-1-1 traffic within the District is transported over this private IP network, providing the PSAPs with the ability to transfer calls to various locations without having to route through the Public Switched Telephone Network *(PSTN)*. This unique 9-1-1 system also provides call takers with the ability to transfer a 9-1-1 call to multiple PSAPs at the same time.

The District utilizes a Host-Remote system. In place of individual backroom equipment at each PSAP, two geo-diverse Hosts process calls for the entire District. This centralized system provides reliability and redundancy, allowing PSAP personnel to answer calls from any of the District PSAP locations. This system is monitored and maintained by District Staff. The software is regularly updated, and the specialized hardware is replaced every five years.

In October of 2015, the District relocated to a new facility, which was designed and constructed to the District's specifications. This 10,000-square foot building includes a data center capable of housing fourteen cabinets of equipment, a six position Training Center which doubles as a back-up PSAP, and a building-wide UPS, all housed inside an EF5 rated structure. A diesel fueled generator, as well as connectivity for a secondary generator, provides necessary emergency power in the event of a disaster. The data center houses one of the two Hosts for the 9-1-1 network and serves as a primary network monitoring location.

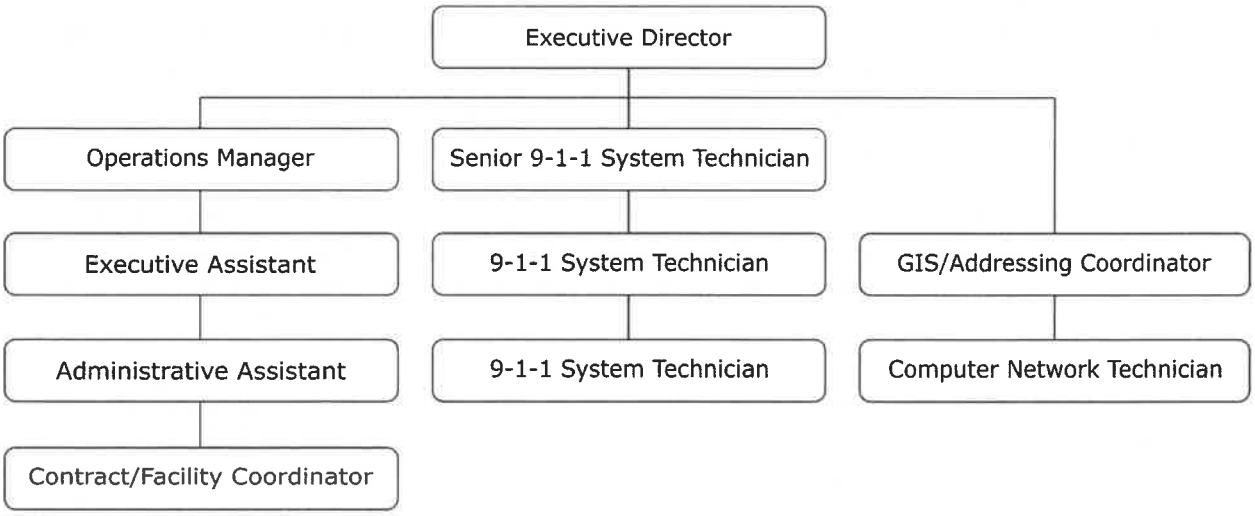
In 2017, the District began investigating the concept of replacing the legacy AT&T selective router with an Internet Protocol Selective Routing *(IPSR)* solution. In May 2018, the District signed a contract with Motorola to begin implementation of IPSR services for the citizens of Lubbock County, Abernathy, and Plainview. The District data center houses a portion of this IPSR equipment and will serve as one of two redundant IPSR hosts for several other 9-1-1 entities in Texas. Once complete, the District will be able to begin adopting additional NG9-1-1 functionality, such as geospatial routing and supplemental location information sources.

As the network evolves and new technologies are adopted, the risk increases also. Cybersecurity is vital to the health of any public facing network, especially in 9-1-1. The District has implemented various layers of maintenance, monitoring, and alerting to protect the 9-1-1 system. It is an ongoing effort to thwart potential attacks and preserve the overall health of the network.

The Staff of LECD and the Board of Managers are continually looking forward, researching new equipment, technologies, software, techniques, and training to assist the

public safety telecommunicator in doing a more efficient job of providing emergency help to people calling 9-1-1. As the District moves towards NG9-1-1, the landscape continues to change. While there is still a need to invest in hardware and products, many facets of NG9-1-1 are moving to a service-oriented model. These services represent both recurring and increasing costs.

STAFF



In addition to the Board of Managers, the District has a Staff of ten full time positions.

EXECUTIVE DIRECTOR – Has total oversight of the operation of the District. Is responsible to the Board of Managers for carrying out the mission of the District.

OPERATIONS MANAGER – Oversees the day-to-day operations of the District, including Human Resources, financial functions, PSAP personnel training, and other responsibilities. Assumes the role of "Acting Executive Director" in the absence of the Executive Director.

EXECUTIVE ASSISTANT – Provides clerical and general office support to the Executive Staff and other Staff as needed. Responsible for various areas of the operations of the District including accounts payable and financial reporting. Serves as back-up to the Operations Manager in all areas of financial responsibility.

ADMINISTRATIVE ASSISTANT – Responsible for answering the telephone and greeting visitors to the LECD office. Coordinates meetings and special events. Monitors supplies and public education materials along with organizing public education events.

CONTRACT/FACILITY COORDINATOR - Manages the various contractual agreements utilized by the District. This includes providing budgetary input and assisting other Staff as it pertains to contracts. This position is also responsible for maintaining the buildings and

grounds, including management of vendors providing services and duties associated with purchasing and stocking supplies for building maintenance.

COMPUTER NETWORK TECHNICIAN – Administers the internal computer network, which includes all the network switches, workstations, laptops, and software. Assists Staff in the use of computer programs. Plans for the impact of future technologies on the computers used internally by the District.

GIS/ADDRESSING COORDINATOR - Responsible for maintaining a county-wide geographic information system, the Enhanced 9-1-1 database, and the Master Street Address Guide *(MSAG)*. Also assigns addresses for rural Lubbock County. Works closely with local developers and other entities in the addressing of lots, naming of roads, and provision of road signs.

SENIOR 9-1-1 SYSTEM TECHNICIAN - Responsible for the repair and maintenance of the 9-1-1 network components, call handling equipment, and software used in the PSAPs. Tests, evaluates, and implements new hardware and software solutions in the PSAPs.

9-1-1 SYSTEM TECHNICIAN - Assists with repair, maintenance, and upgrade of the 9-1-1 equipment. Also assists in the testing of new hardware and software.

RESPONSIBILITIES

The following are noteworthy responsibilities and benefits the District provides the citizens of Lubbock County and the Cities of Abernathy and Plainview:

9-1-1 SERVICE FEE – The District is responsible for receiving and tracking service fee revenue collected from the service providers doing business within its jurisdiction. The District directly collects a service fee on all wireline and VoIP lines. In addition, each wireless subscriber in the state of Texas is assessed a service fee which is remitted to the State. These funds are then distributed to LECD and the various 9-1-1 entities based on population.

9-1-1 NETWORK – The District maintains a resilient and highly redundant network which interconnects its PSAPs. LECD works closely with service providers to monitor and test equipment, as well as resolve issues when they occur. Proactive monitoring, detailed Service Level Agreements, and rapid response times ensure quick resolutions to issues within this critical infrastructure.

CALL HANDLING EQUIPMENT – The District provides the equipment and software used to receive and answer 9-1-1 calls at each PSAP. Mapping software displays the location information associated with the call. Logging equipment at each PSAP records the audio for every 9-1-1 call handled. Specialized software collects information on all aspects of each call and stores it for daily analysis. The District also maintains an internal website

which provides links to reference material, user tips, and a portal into the internal trouble ticket system. All call handling equipment is monitored remotely by the equipment vendors, as well as the District's 9-1-1 System Technicians.

TELECOMMUNICATOR TRAINING – District Staff facilitates training opportunities for all PSAP personnel. New call takers are trained on various aspects of 9-1-1, the call handling equipment, mapping information, ADA requirements, and available third-party resources, such as Poison Control and interpretation services. As new technology and software becomes available, District Staff works to educate all call takers and provide training materials. Throughout the year, web-based training classes are offered, and the District provides funds for PSAP personnel to participate in other training opportunities.

MAPPING – The District maintains a Geographic Information System *(GIS)* of the Lubbock area. Starting as a road centerline map, this data is used by PSAPs to locate 9-1-1 callers graphically on a map display. Other map data sources useful to public safety are aggregated into this dataset. The District is responsible for staying abreast of any changes and works with other entities to make sure the GIS data is as accurate as possible.

DATABASES – The District maintains several databases important to 9-1-1 service. In relation to addressing, the District maintains both an Automatic Location Identification *(ALI)* database and a Master Street Address Guide *(MSAG)*. The ALI database contains address information for every landline in the District, which aids the call taker in locating the caller. The MSAG is a set of rules for maintaining valid addresses in the District. In addition to addressing, the District uses Management Information Software *(MIS)* to track various aspects of 9-1-1 calls in an effort to improve the overall system.

RURAL ADDRESSING – The Lubbock County Commissioner's Court appointed the District as the sole addressing authority for all unincorporated areas of Lubbock County. LECD works with other entities to maintain accurate addressing through new construction, the creation of subdivisions, and city annexations. The GIS/Addressing Coordinator uses specialized mapping software to verify locations and help assign addresses.

STREET SIGNS – Through a partnership with Lubbock County, the District pays for the manufacture of street signs for the unincorporated areas of the County. Once ordered, the Lubbock County Sign Crew installs the signs in the proper location. These signs provide direction for emergency responders, as well as U.S. Postal and other delivery services. An online road sign database provides LECD Staff and County personnel a convenient way to work together in ordering and installing road signs throughout the County.

SERVICE PROVIDER COMPLIANCE - LECD is responsible for contracting with telephone service providers to ensure they are providing proper 9-1-1 service to their customers that reside within the District. Approximately 90 service providers remit service fees directly to the District. This includes Local Exchange Carriers *(LECs)* and Voice over

the Internet Service Providers *(VSPs)*. LECD also works with service providers in implementing and testing the latest technology to facilitate in locating callers to 9-1-1 from their respective service.

PUBLIC EDUCATION – The District is the primary supplier of educational material and public training programs on the use of 9-1-1. LECD organizes a group of call takers known as the Road Show Team which delivers presentations in schools and at civic events within the community.

MEETINGS – Each month, the District hosts a Board of Managers meeting to keep the Board abreast of project developments and the financial status of the District. LECD also hosts a monthly User Group meeting consisting of representatives from each of the District PSAPs. This provides an opportunity to address issues with 9-1-1 equipment and share information between agencies. Periodically, the District holds a Legislative Briefing designed to update elected officials on issues pertaining to 9-1-1. In addition to these gatherings, LECD provides the facility for various PSAP-hosted training opportunities.

RESEARCH AND PLANNING – District Staff is continually researching newly available communication technology as it pertains to 9-1-1. This new technology includes the development of a NG9-1-1 system benefitting not only the District, but also neighboring regions and the State of Texas. This future system will be able to deliver voice, text, images, and video to the call taker from any device.

LEGISLATION MONITORING – District Staff monitors Federal, State, and local legislation for any issues which may impact the provision of 9-1-1 service within the District. Participation in the Texas 9-1-1 Alliance is especially beneficial in this area, as the group can present a unified effort on behalf of Texas.

SIGNIFICANT ACTIVITIES FOR FY 2021-2022

In addition to the routine duties of the District, LECD plans to continue working on the following significant activities within the next fiscal year.

NEXT GENERATION/EMERGING TECHNOLOGIES

The District continues to move towards NG9-1-1, with a focus on IP selective routing, data management, and resource sharing.

IP SELECTIVE ROUTING

Routing is one of the core features of the legacy 9-1-1 system. This feature automatically directs calls to the proper answering point. The legacy equipment provided by AT&T has reached its end of life and is being retired in the near future. To replace this legacy equipment, as well as continue moving towards NG9-1-1, the District has partnered with Motorola Solutions to implement an IP-based Selective Router *(IPSR)*. The IPSR provides the same basic functionality as the legacy system but utilizes newer technology and adds more capabilities. This newer technology will also allow for Next Generation services to be added as they become available.

The IPSR implementation is a large undertaking spanning several years and multiple phases. The complete transition to the IPSR will require all telephone service providers in the area to interconnect with the new equipment. Once this migration is complete, the next phase of the project will be geospatial routing which allows calls to be routed based on geographic data rather than static database tables.

HOST ALI DATABASE

For the past six years, the District has utilized 911 Datamaster for database services. The location information for citizens of the District has resided on servers in Houston and Huntsville. This information is delivered for every 9-1-1 call over direct circuits which traverse a large part of Texas. The District has installed a local ALI database server and has worked to establish connectivity with the Amarillo 9-1-1 District. Once complete, ALI information for our citizens will be stored locally, providing a fast, reliable connection for this information. It will also provide other West Texas 9-1-1 entities the opportunity for a localized connection point to use the same services.

In addition to providing ALI information to our PSAPs, it will also function as a backup to the data for the Amarillo and Greater Harris County Districts. Currently, this ALI database network serves the citizens of Lubbock, Greater Harris County, Montgomery County, Potter-Randall, and North Central Texas Council of Governments.

RESOURCE SHARING

The District has provided text-to-9-1-1 service since 2014. For the last four years, texting has been integrated into the 9-1-1 call handling equipment. This requires a direct circuit to a Text Control Center *(TCC)*. As more Districts begin offering text-to-9-1-1 service, there has been interest in sharing resources to save both money and effort. The District intends to work with other Districts to find ways to share resources and lower costs for text-to-9-1-1 and other NG9-1-1 services as they become available.

SECONDARY NETWORK PROCUREMENT AND IMPLEMENTATION
In addition to the IP fiber network, the District utilizes a broadband over wireless network as a backup. This secondary network has been in place for more than eleven years. It utilizes a limited Public Safety spectrum licensed by the FCC. A network study was performed to assess the effectiveness of the wireless network and investigate possible solutions for its replacement. The District will publish a Request for Proposals (RFP) in an effort to implement the best possible replacement solution.

9-1-1 EQUIPMENT/NETWORK MAINTENANCE
The District continues to provide 24x7 maintenance on all LECD-provided equipment directly related to the handling of 9-1-1 calls. Three 9-1-1 System Technicians are employed to be able to quickly respond to service disruptions of the 9-1-1 equipment or network. A focus on up-to-date training and education for all technicians continues to be a priority. The District continues to optimize and monitor the IP network to ensure its optimum performance.

EQUIPMENT REPLACEMENT
The District is systematically replacing the Uninterruptible Power Supplies *(UPS)* at many of the PSAPs. These devices provide temporary battery power to the 9-1-1 equipment in the event of a utility power outage. Several PSAPs have relocated to dedicated facilities supported by a facility-wide UPS. The District is pursuing a phased approach to replacing the remaining UPS devices. In addition to the UPS devices, the District intends to replace various network components, including environmental probes, GPS netclocks, fiber connections, and management computers.

LEGISLATION
The District continues to monitor federal, state, and local legislation for issues which may impact the 9-1-1 industry. District participation in the Texas 9-1-1 Alliance is especially beneficial in this area. This fiscal year, leading into the next legislative session, the Alliance will continue to educate legislators on the need to adequately fund the move to Next Generation 9-1-1 in Texas. The District also continues to participate 9-1-1 Goes to Washington. These events provide opportunities for 9-1-1 professionals to interact with and educate federal and state legislators.

Regular City Council Meeting **7. 12.**

Meeting Date: 09/14/2021

Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing and directing the City Manager, for and on behalf of the City of Lubbock, to purchase property insurance coverage with insurers as yet to be determined, for which the premium shall not exceed a rate of $0.2596 per $100 of valuation.

Item Summary

The City purchases property insurance for its structures, contents, and equipment, excluding Lubbock Power and Light because they are covered under a separate policy. The coverages include, but are not limited to:

• Special Form Property Policy, formerly known as All Risk, covers direct physical loss up to $500,000,000. The estimated total value of all City structures, contents, and equipment is $949,901,403. A total loss is considered unlikely; therefore, $500,000,000 in coverage is recommended.
• Flood and earthquake coverage is limited to $50,000,000 for moderate hazard zones and $5,000,000 for high hazard zones.
• All property and contents, excluding mobile equipment and vehicles, are covered at replacement cost.
• Mobile equipment and vehicles parked at a covered location are covered at actual cash value.
• Windstorm and hail deductible equals 3% of the total insured value of the affected property per occurrence.
• Mobile equipment and vehicles valued at $100,000 or greater, will be covered at actual cash value for physical damage while in use, subject to a $2,500,000 limit annually, and a per occurrence deductible of $250,000.

The City currently utilizes a layered coverage program, including Liberty Surplus Insurance Company, Lloyd's of London, Hallmark Specialty Insurance Company, Zurich Insurance Group, Everest Re Group, Ltd., Arch Specialty Insurance Company, Markel Insurance Company, James River Insurance Company, Scottsdale Insurance Company, Mitsui Sumitomo Insurance Company, RSUI Group, Inc., OneBeacon Insurance Group, Arrowhead General Insurance Agency, Inc., and Great American Insurance Group. The current premium is $1,757,577.50, reflecting a rate of 0.1981 per $100 of valuation.

The City's broker is working to secure quotes for this coverage. Approving this insurance coverage on a rate basis allows the City Manager the ability to add and remove properties, as necessary, to maintain an accurate property valuation.

Carriers bind insurance coverage October 1, 2021, after notification of City Council approval. Insurance policies are issued once the insurance company receives from the City the contribution for the insurance coverage. Current coverage documents are available in Risk Management.

Fiscal Impact

Funds are budgeted in the Proposed FY 2021-22 Risk Management Fund.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

COL Property Resolution

COL Property

RESOLUTION

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, property insurance coverage with insurers as yet to be determined, for a premium amount not to exceed a rate of .2596 per $100.00; and

THAT the City Manager may execute any routine documents and forms associated with said insurance coverage.

Passed by the City Council this _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Jeff Hartsell, Deputy City Attorney

RES.Risk Mgmt-Property Insurance Coverage
September 1, 2021

Commercial Property

Insurance Company:	Lead Market - TBD
Policy Term:	07/01/2021 to 07/01/2022
Coverage:	Property insurance covers your interest against direct physical loss or damage by covered perils to named property that you own or are required to insure. **See attached schedule for covered locations.**
Annual Premium:	**$2,465,737.50 Estimated as worst case scenario by lead insurer.**

Coverage:	All Risk
Policy Form:	Agreed Expiring From subject to Mandatory Zurich amendments and endorsements
Perils:	Risks of direct physical loss or damage including Flood and including Earthquake but excluding locations in California, Alaska, Hawaii or Puerto Rico and excluding Boiler and Machinery Breakdown subject to the policy form and exclusions and endorsements noted herein.
Coverages:	Real Property, Personal Property, Extra Expense, and other sub-limits as noted in the policy form.
Territory:	United States of America, Puerto Rico and the United States Virgin Islands.
Locations:	As per schedule of locations on file received by us on 5/15/2019 This quotation is based on the following values reported:
Coinsurance:	Property: nil% Time Element: nil%
Valuation:	- Real and Personal Property Replacement Cost; - Actual Loss Sustained on Time Element; - Contractor's Equipment, Vehicles and Trailers – 5 years or newer to be valued on RCV basis, older than 5 years on an ACV basis
Limit:	$500,000,000
Total Insured Value:	$949,901,403

100% Sublimits:

$50,000,000 except;	Per Occurrence and Annual Aggregate as respects Flood
$ 5,000,000	Per Occurrence and Annual Aggregate as respects Flood occurring within Special Flood Hazard Areas (SFHA), areas of 100-Year Flooding, as defined by the Federal Emergency Management Agency, including backup of sewers and drains
$50,000,000	Per Occurrence and Annual Aggregate as respects Earthquake (Excludes California, Alaska, Hawaii, Puerto Rico, New Madrid Earthquake Zone Counties, and Pacific Northwest Earthquake Zone Counties)
$ 5,000,000	Accounts Receivable
$ 100,000	Arson or Theft Reward
$10,000,000	Automobile Physical Damage – owned or leased vehicles located at or within 1000 feet of the covered location
$ 2,500,000	Automobile Physical Damage – covered vehicles while over the road
$ 5,000,000	Brands and Labels
$ 2,500,000	Building Materials at off premises storage for property under construction
$ 750,000	Contractors Equipment – per item subject to max per occurrence sublimit of $10,000,000
$ 2,500,000	Debris Removal or 25% of direct physical damage to covered property, whichever is less
$ 250,000	Deferred Payments
Included	Demolition and Increased Cost of Construction: Demolition

Coverage A (For the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building)

$ 10,000,000 Demolition and Increased Cost of Construction: Demolition

Coverage B (For the cost to demolish and clear the sire of undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property)

$ 10,000,000 Demolition and Increased Cost of Construction: Demolition

Coverage C (For the increased cost of repair or reconstruction of the damaged and undamaged property on the same or another site, limited to the cost that would have been incurred in order to comply with the minimum requirements of such law or ordinance regulating the repair of reconstruction of the damaged property of the same site. However, this Company shall not be liable for any increased cost of construction loss unless the damaged property is actually rebuilt or replaced)

$ 5,000,000	Errors and Omissions
$ 5,000,000	Expediting Expenses
$ 5,000,000	Fairs and Exhibitions
$ 1,000,000	Fine Arts ($100,000 per item limitation)

$ 500,000	Fire Brigade Charges & Extinguishing Expenses
$ 1,000,000	Installation Coverage
$ 1,000,000	Land & Water Clean-Up
$ 100,000	Locks & Keys
$ 5,000,000	Miscellaneous Unnamed locations
$ 50,000,000	Newly Acquired Property
$ 500,000	Outdoor Property
Included	Pairs or Sets
$ 1,000,000	Personal Property Not at a Covered Location
$ 1,000,000	Preservation of Property
$ 250,000	Professional Fees
$ 5,000,000	Property in the Course of Construction.
$ 100,000	Property Removed from a Covered Location
$ 500,000	Salespersons Samples
$ 5,000,000	Service Interruption
$ 2,500,000	Spoilage
$ 1,000,000	Transit
$ 1,000,000	Upgrade to Green Construction. 25% of amount payable for direct physical loss or damage, subject to maximum of $1,000,000. This includes any Time Element loss attributed to Upgrade to Green.
$ 5,000,000	Valuable Papers and Records

Sublimits Applicable to Additional Time Element Coverages (part of and not in addition to the Policy Limit)

$ 1,000,000	Attraction Property (30 days)
$ 100,000	Contractual Penalties
$ 100,000	Crisis Management (30 days)
$ 25,000,000	Extra Expense
$ 1,000,000	Ingress & Egress (30 days)
$ 1,000,000	Interruption by Civil or Military Authority (30 days)
$ 100,000	Logistics Extra Cost
$ 1,000,000	Rental Value
$ 100,000	Royalties
$ 1,000,000	Service Interruption (Qualifying Period: 24 hrs)
$ 1,000,000	Soft Costs

Deductibles: $250,000 per occurrence except as follows:

With respect to Flood:
$250,000 per occurrence, except as follows:

$500,000 per Building, plus $500,000 Contents per Building, plus $100,000 Time Element per Occurrence for locations that are wholly or partially within High Hazard Flood Zones.

With respect to Earth Movement:
$250,000 per occurrence, except as follows:
No Coverage for locations in California, Alaska, Hawaii, Puerto Rico, New Madrid Earthquake Zone Counties, and Pacific Northwest Earthquake Zone Counties.

With respect to Windstorm or Hail:
3% per occurrence

With respect to Airport Buildings:
Bldg ID #154 – LIA Hanger Building #310 (Chaparral)– 5417 N. Walnut:
$50,000 per occurrence
Bldg ID #204 – LIA Hanger #32 (G&G Avionics)– 5902 N. Cedar:
$50,000 per occurrence
Bldg ID #292 – LIA Warehouse Building #710 (Nortec) – 2828 E. Dubuque:
$50,000 per occurrence
Bldg ID #294 – LIA Warehouse Building #714 (Marco)– 5612 N. David Avenue:
$50,000 per occurrence
Bldg ID #295 – LIA Warehouse Building #716 (Marco Steel) - 5618 N. David Ave.:
$50,000 per occurrence

With respect to Contractor's Equipment:
$25,000 per occurrence (applies to equipment less than $250,000 in value)
$50,000 per occurrence (applies to equipment valued at $250,000 or greater)

With respects to Automobile Physical Damage – Covered Vehicles Over the Road
$250,000 per occurrence

With respect to Time Element:
24 Hours

If two or more deductible amounts provided in this policy apply to a single occurrence, the total to be deducted shall not exceed the largest deductible applicable unless otherwise stated in the policy.
However, if:
1) The Time Element deductible and another deductible apply to a single Occurrence, then the Company shall apply both deductibles to the Occurrence; and
2) Covered Loss or Damage by Flood arises out of a Named Storm, then the Company shall apply the Flood deductible or the Named Storm deductible, whichever is greater

Conditions:

Remove Liberalization
All Risk of Direct Physical Damage
Time Element – Must be due to " physical loss or damage of the type insured against"
Livestock, Animals – Animal Mortality excluded
Standing timber – excluded
Growing Crops excluded
Spacecraft/Satellites and Associated launch vehicles and any property contained therein excluded
Watercraft or Aircraft excluded
Land & Water excluded
Transmission and Distribution lines situated beyond 5,000 ft excluded
Civil/Military Authority must have prohibited access wording
Service Interruption - Must include exclusion for Satellites; it is satisfactory to have an exclusion of Satellites at part of property not covered with lead in wording in the Service interruption clause that states; "This extension of coverage applies only when such interruption of service is caused by direct physical loss or damage insured by this POLICY to any property of the type insured by this POLICY of the supplier of such services if such property is situated within the Policy Territory."
Hostile Acts/War and Weapons Civil War

Subject to satisfactory review and acceptance of all terms conditions and language in the manuscript policy form.

Satisfactory inspections at key locations and compliance with essential recommendations. This applies to business that we write or share on a primary basis.

Minimum Earned Premium: 35% Minimum earned premium applies.

Applicable Law; Court Jurisdiction
The laws of the State of New York, without regard to any conflict of laws rules that would cause the application of the laws of any other jurisdiction, shall govern the construction, effect, and interpretation of this insurance agreement.

The parties irrevocably submit to the exclusive jurisdiction of the Courts of the State of New York, and to the extent permitted by law the parties expressly waive all rights to challenge or otherwise limit such jurisdiction.

Terrorism Risk Insurance Act of 2002, as amended 2015 (TRIPRA) - Notice of Premium Amount; Notice of Program Cap

This quotation offers coverage for Insurer's share of liability for loss caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Program Reauthorization Act of 2015 (TRIPRA).

Coverage provided for losses resulting from certified acts of terrorism may be partially reimbursed by the United States government under a formula established by federal law. However, your policy may contain other exclusions which might affect coverage, such as an exclusion for nuclear events.

Under the formula, the United States government generally reimburses a specified percentage of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The percentage of covered terrorism losses exceeding the deductible paid by the insurance company providing the coverage for which such insurance company will be reimbursed by the United States government is:

- 85% for losses occurring in 2015;
- 84% for losses occurring in 2016;
- 83% for losses occurring in 2017;
- 82% for losses occurring in 2018;
- 81% for losses occurring in 2019;
- 80% for losses occurring in 2020

The premium charged for the coverage quoted herein does not include any charge for that portion of any terrorism loss to be paid by the United States government.

TRIPRA contains a USD100 billion cap limiting United States government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds USD100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed USD100 billion, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

That part of the total premium amount quoted herein by Insurer that is attributed to coverage pursuant to TRIPRA is provided above in Premium section of this quotation.

In the event that the Insured declines to purchase TRIPRA coverage, the policy will contain a Terrorism Exclusion.

Cancellation: 90 days except 10 days for nonpayment of premium

SUBJECTIVITIES:

- **Confirmation if accepting/rejecting TRIA**

There are subjectivities that: 1) must be complied with or resolved before the contract becomes binding, 2) apply both before or after inception, compliance with which is a condition of all or part of the coverage; and 3) apply after the formation of the contract as conditions of continued coverage.

SPECIAL CONDITIONS / OTHER COVERAGES:

NO FLAT CANCELLATIONS
ALL FEES ARE FULLY EARNED AT INCEPTION

Please note that this is a quote only, and the Insurer reserves the right to amend or withdraw the quote if new, corrected or updated information creating a material difference from the previously provided underwriting material is received. This quote summary, the fees quoted and our advice, is confidential. If you need further information about the quote, our fee or the Insurer that is proposing to provide your insurance, please contact us.

We will need a written request in order to bind coverage. If the Insurer binds the risk following your written request, the terms of the policy currently in use by the Insurer will govern the Insurer's quote.

TAXES & FEES:

IMPORTANT NOTE: The Home State of the Named Insured shall be determined in accordance with the provisions of the Nonadmitted and Reinsurance Act of 2010, 15. U.S.C §8201, *etc.* ("NRRA"), and the applicable law of the Home State governing cancellation or non-renewal of insurance shall apply to this Policy.

Taxes are provisional based on the insureds acceptance of **TX** as their home state.

Surplus lines taxes quoted may be subject to change based up on updated risk information or changes to tax rates or governmental fees.

State surcharges and/or fees charged by the Insurer may not be included herein and will be billed at a later date.

GENERAL TERMS
In all cases, policy and carrier wordings take precedence.

DEPOSIT PREMIUM
The deposit premium is the minimum portion of premium due to the carrier at the inception of the policy. The premium for the policy term will be adjusted according to the provisions stated in the policy.

MINIMUM PREMIUM
The minimum premium is the LEAST amount of premium retained by the carrier if the policy is in effect for the full term.

MINIMUM EARNED PREMIUM
The minimum earned premium is the LEAST amount of premium that will be retained by the carrier in the event of cancellation. The actual amount of earned premium retained will be the GREATER of the actual premium developed based on the time the policy was in effect OR the minimum earned premium as stated in the policy.

MINIMUM EARNED PREMIUM: 35% Minimum earned premium applies.

Key Endorsements, Limitations, Warranties and Exclusions include, but are not limited to, the following:
Building Vacancy Provision - Coverage may be restricted or excluded for any Building found to be vacant for a minimum of 30 consecutive days or longer subject to all other policy terms and conditions. If any of your covered buildings meet this description **at any time during the policy period,** please contact us so we can assist you in maintaining appropriate coverage.
Protective Safeguard Endorsement - Failure to maintain the protective safeguards in good working order or failure to notify the insurer of even a temporary impairment in protection suspends coverage until the protection is restored.

Excluded coverage or other coverages sought may be available: please discuss with USI

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations, exclusions and sublimits that will govern in the event of a loss.

Regular City Council Meeting **7. 13.**

Meeting Date: 09/14/2021

Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, property terrorism insurance coverage from Lloyd's of London, for which the premium amount shall not exceed a rate of $0.0027 per $100 valuation.

Item Summary

Property terrorism insurance provides coverage which protects against the financial ramifications of foreign and domestic threats. In previous years, this coverage has been included in the City's property coverage; however, this stand-alone policy with a $50,000,000 per occurrence limit and no deductible is more fiscally beneficial to the organization. The current premium based on the City's total insured value of $887,260,582 is $19,275.90. Renewal is based on an increase of total insured values of $949,901,403 and has a premium $25,058.67, an increase of 30%. Approving this insurance coverage on a rate basis allows the City Manager the ability to add and remove property, as necessary, to maintain an accurate property valuation.

Staff recommends purchase for property terrorism insurance coverage from Lloyd's of London with a policy limit of $50,000,000.

Carriers bind insurance coverage October 1, 2021, after notification of City Council approval. Insurance policies are issued after premiums are received from the City. The premium for the insurance coverage and the policy are approved by the Texas Department of Insurance as to content. Current insurance policies are available in Risk Management.

Fiscal Impact

Funds are budgeted in the Proposed FY 2021-22 Risk Management Fund.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

COL Terrorism Resolution

COL Terrorism

RESOLUTION

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, property terrorism insurance coverage from Lloyds of London, for which the premium amount shall not exceed a rate of .0027 per $100.00; and

THAT the City Manager may execute any routine documents and forms associated with said insurance coverage.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Jeff Hartsell, Deputy City Attorney

vw:ccdocs/RES.Risk Mgmt-Lloyds of London
September 1, 2021

Terrorism – Foreign & Domestic Threats (Property)

Insurance Company: Lloyd's of London
Policy Term: 10/01/2020 to 10/01/2021
Coverage: Insurance covering loss due to acts of terrorism.
Annual Premium: **$25,058.67 Estimated as worst case scenario by lead insurer.**

General Terms & Conditions

1. 12-month policy period
2. 100% Lloyd's syndicate paper which is rated A by A.M. Best Financial Size Category is Class XV.
3. General Terms and Conditions TR5 P0001 CW (09-17) applies to this policy in conjunction with the specific wording detailed in each section below.
4. Attached endorsements apply: E2007.2 - Lloyd's Syndicate (33) Endorsement, E2010.1 - Premium Payment Clause (Reinsurance), E2013.1 - Service of Suit Endorsement, and E2017.1 - Policyholder Disclosure Notice of Terrorism Insurance Cover

Coverage Part	Layer Limit of Liability	Layer Premium	Hiscox Participation
Terrorism and Sabotage	$50,000,000 Per Occurrence $50,000,000 Aggregate Excess of: N/A	$25,058.67	100%

SPECIAL CONDITIONS / OTHER COVERAGES:

NO FLAT CANCELLATIONS
ALL FEES ARE FULLY EARNED AT INCEPTION

Regular City Council Meeting **7. 14.**

Meeting Date: 09/14/2021

Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, boiler and machinery insurance coverage from Liberty Mutual Fire Insurance Company, for which the premium amount shall not exceed a rate of $0.0039 per $100 equipment valuation.

Item Summary

Boiler and machinery insurance provides coverage for the mechanical failure and damage of generating equipment, boilers, heating, ventilating, and air conditioning equipment, pumps, and other mechanical equipment, excluding wear and tear. Rates are determined on the total insured value of City properties, appraised at $904,800,866. The quote has a premium of $34,996.78 and includes loss prevention services for mandatory state inspections for boilers and infrared thermographic testing for electrical boxes in City-owned facilities. Approving this insurance coverage on a rate basis allows the City Manager the ability to add and remove equipment, as necessary, to maintain an accurate equipment valuation. This policy excludes Lubbock Power & Light as they are insured by a different carrier.

The City's current boiler and machinery insurance coverage is provided by Continental Casualty Company. The current premium is $26,920.60.

Staff recommends purchase for boiler and machinery coverage from Liberty Mutual Fire Insurance Company, the only company to provide a quote. This policy is subject to a deductible of $25,000 per occurrence and $100,000,000 in annual aggregate limit.

Carriers bind insurance coverage October 1, 2021, after notification of City Council approval. Insurance policies are issued after premiums are received from the City. The policy for the insurance coverage is approved by the Texas Department of Insurance as to content. Current insurance policies are available in Risk Management.

Fiscal Impact

Funds are budgeted in the Proposed FY 2021-22 Risk Management Fund.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

COL B&M Resolution

COL B&M

RESOLUTION

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, boiler and machinery insurance coverage from Liberty Mutual Fire Insurance Company for which the premium amount shall not exceed a rate of .0039 per $100.00; and

THAT the City Manager may execute any routine documents and forms associated with said insurance coverage.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Jeff Hartsell, Deputy City Attorney

vw:ccdocs/RES.Risk Mgmt-Liberty Mutual Fire Ins. Co.
September 1, 2021

Boiler & Machinery

Insurance Company:	Liberty Mutual Fire Insurance Company
Policy Term:	10/01/2021 to 10/01/2022
Coverage:	Property insurance covers your interest against direct physical loss or damage by covered perils to named property that you own or are required to insure. **See attached schedule for covered locations.**
Annual Premium:	**$34,996.78 Estimated as worst case scenario by lead insurer.**

Total Limit Per Breakdown:	**$100,000,000**

Property Damage Limit:	Included
Sub Limits:	
$5,000,000	Expediting Expense
$5,000,000	Spoilage Damage
Included/120 days	Newly Acquired Premises
$5,000,000	Ordinance or Law
Included	Errors and Omissions
Included	Brands and Labels
$5,000,000	Contingent Business Income/Extra Expense
$250,000	Limited Coverage for fungus, wet rot and dry rot
$25,000	Ammonia Contamination
$5,000,000	Consequential Loss
$5,000,000	Data and Media
$5,000,000	Hazardous Substances
$5,000,000	Water Damage
25% of the PD loss/ $250,000 max	Green Upgrades Increased Cost of Loss

Business Income:	
Included	Extra Expense
365 days	Extended Period of Restoration
Included	Ordinary Payroll

Utility Interruption:	
$5,000,000	Spoilage Damage
$10,000,000	Extra Expense
24 hours	Waiting period

Valuation:	
Repair or Replacement	Property Damage (Actual Cash Value – Equipment 25yrs and older)
Actual Loss Sustained	Extra Expense

Deductibles:	
$25,000	Combined Property Damage / spoilage/ammonia
24 Hours	Extra Expense

Conditions:

60 days	Notice of Cancellation except Non Pay
Included	Liberalization
Included	Selling Price Valuation
Included	Joint or Disputed Loss Agreement
Included	Off-Premises Equipment Coverage
Included	Tria - Terrorism Coverage
Included	Economic and Trade Sanctions
Included	Covered Equipment Deductible Waiver
Included	Jurisdictional Inspections
$250,000	**Solidifcation**
$5,000,000	**Reduction in Value**
$5,000,000	**System Installation and Soft costs**

Covered Location(s): Per specifications on file with CNA Ins. Co. submitted and attached via email dated 08/13/2020.

TIV: $904,800,866 PD ONLY – Excludes All Vehicles

Please be aware that CNA invoices our insured's directly the cost of the certificate fees we pay to the jurisdiction on their behalf in 12 jurisdictions. Most jurisdictions in the United States direct bill owners of boilers and pressure vessels for their operating certificates. Hawaii, Vermont, New York State, Kentucky, South Dakota, New Jersey, California and the municipalities of Los Angeles, Omaha, New Orleans, and Jefferson Parish, Louisiana do not. These jurisdictions require the insurance company of record to pay on behalf of their insured's. *As such your client will be receiving a separate bill for any jurisdictional certificate fees for inspections we perform in those jurisdictions, along with a handling fee of $10 per object.*

This renewal proposal is subject to there being no known or reported losses from this date through inception Otherwise this renewal proposal shall be subject to renegotiations.

If you have any questions please feel free to give me a call. This proposal will remain in effect for 90 days or until the effective date of the account whichever comes first.

SPECIAL CONDITIONS / OTHER COVERAGES:

NO FLAT CANCELLATIONS
ALL FEES ARE FULLY EARNED AT INCEPTION
We will need a written request in order to bind coverage. If the Insurer binds the risk following your written request, the terms of the policy currently in use by the Insurer will govern the Insurer's quote.

GENERAL TERMS

In all cases, policy and carrier wordings take precedence.

DEPOSIT PREMIUM
The deposit premium is the minimum portion of premium due to the carrier at the inception of the policy. The premium for the policy term will be adjusted according to the provisions stated in the policy.

MINIMUM PREMIUM

The minimum premium is the LEAST amount of premium retained by the carrier if the policy is in effect for the full term.

MINIMUM EARNED PREMIUM

The minimum earned premium is the LEAST amount of premium that will be retained by the carrier in the event of cancellation. The actual amount of earned premium retained will be the GREATER of the actual premium developed based on the time the policy was in effect OR the minimum earned premium as stated in the policy.

Excluded coverage or other coverages sought may be available: please discuss with USI

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations, exclusions and sublimits that will govern in the event of a loss.

Regular City Council Meeting **7. 15.**

Meeting Date: 09/14/2021

Information

Agenda Item

Resolutions - Risk Management: Consider four resolutions authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, inland marine insurance coverage from Travelers Lloyd's Insurance Company, for which the premium amount shall not exceed $17,584; pipeline liability insurance coverage from Federal Insurance Company, for which the premium amount shall not exceed $5,150; crime insurance coverage from Travelers Casualty & Surety Company of America, for which the premium amount shall not exceed $7,577; and drones hull and liability coverage from Global Aerospace, Inc., for which the premium shall not exceed $4,552.

Item Summary

Inland marine coverage insures direct physical loss for special classes such as fine arts, sound and broadcasting equipment, and radio towers at stated values.

The City's current inland marine insurance includes coverage for Broadcasting and Media equipment, Instruments of Communication, and Fine Arts with a deductible of $2,500 and a policy premium of $16,658. The renewal quote of $17,584 reflects an 5.56% increase in premium from FY 2020-21.

Pipeline liability coverage protects the City in case of an explosion of the City's gas pipeline.

The City's current pipeline liability insurance coverage is provided by Federal Insurance Company, Chubb Group with a premium of $5,150 for $2,000,000 in coverage with a $2,500 deductible. This premium and coverage remains unchanged for the FY 2021-22 policy period.

Crime coverage insures the loss of monies and securities from employee dishonesty, forgery or alteration, theft, disappearance, destruction, computer fraud, and funds transfer fraud.

The City's current crime insurance coverage offers $2,000,000 million in coverage, including $100,000 of Social Engineering Fraud coverage, which protects against online scams used by criminals to trick, deceive, and manipulate their victims into giving out confidential information and funds, with a $50,000 deductible. The proposal is to renew the City's current coverage at a premium of $7,577, a 8.74% increase over FY 2020-21.

Drone liability insurance covers liability claims that the City is legally obligated to pay, for bodily injury and property damage caused by commercial unmanned aerial vehicles (UAV) operation. Drone hull coverage covers the costs of physical damage to the UAV.

The quoted insurance policy has $1,000,000 million in coverage for drone liability insurance and ranges from $400 to $5,500 in hull coverage for unmanned aerial vehicles (UAV). The policy includes no deductible for the liability coverage and a 5% deductible for hull coverage.

Carriers bind insurance coverage October 1, 2021, after notification of City Council approval. Insurance policies are issued once the insurance company receives from the City the premium for the insurance coverage and are approved by the Texas Department of Insurance as to content. Current insurance policies are available in Risk Management.

Fiscal Impact

Funds are budgeted in the Proposed FY 2021-22 Risk Management Fund.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Various Coverages Resolution
Inland Marine
Pipeline
Crime
Drones

RESOLUTION

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, inland marine insurance coverage from Travelers Lloyd's Insurance Company, for which the premium amount shall not exceed $17,584; pipeline liability insurance coverage from Federal Insurance Company, for which the premium amount shall not exceed $5,150; crime insurance coverage from Travelers Casualty & Surety Company of America, for which the premium amount shall not exceed $7,577; and drones hull and liability coverage from Global Aerospace, Inc., for which the premium shall not exceed $4,552; and

THAT the City Manager may execute any routine documents and forms associated with said insurance coverage.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Jeff Hartsell, Deputy City Attorney

vw:ccdocs/RES.Risk Mgmt-Travelers Lloyds Ins.
September 1, 2021

Inland Marine

Insurance Company:	Travelers Lloyds Insurance Company
Policy Term:	10/01/2021 to 10/01/2022
Coverage:	Inland Marine provides coverage to mobile or specialized types of property such as construction equipment, medical diagnostic equipment, fine arts and a wide variety of other types of property.
Annual Premium:	**$17,584.00**

1. COVERAGE, LIMITS OF INSURANCE AND DEDUCTIBLE:

MUSEUM COVERAGE FORM

			LIMIT OF INSURANCE
A.	Property at your premises		
	Loc. No.	**Bldg. No.**	
	1	1	$ 5,590,480
	3	3	$ 250,000
			$
			$
			$
B.	Property at any other location		$ 500,000
C.	Property in transit		$ 250,000
D.	Deductible:		$ 2,500

Communications Coverage Form

☒ **Unscheduled Equipment:**

a.	Total Limit Of Insurance For All Unlisted Equipment:	$ 715,423
b.	Limit Of Insurance For Any One Unlisted Equipment Item:	$ 6,000
c.	Limit Of Insurance For Any One Location:	$ 690,000
d.	Description Of Location Or Unlisted Equipment:	

Scheduled equipment at Silent Wings Museumand Buddy Holly Center.Unscheduled equip from Tarpley Media Systems.

Total Limit Of Insurance For All Scheduled And Unscheduled Transmitting Or Receiving Equipment: $ 715,423

Mobile Or Portable Transmitting Or Receiving Equipment

Covered Property consists of the following when indicated by an 'X' below:

1. ☐ **Scheduled Mobile Or Portable Equipment:**

   ☐ As shown on the Mobile Or Portable Equipment Schedule.

   ☐ As shown on the most current schedule on file with us.

   The amount shown for each item of mobile or portable equipment on the applicable schedule is the Limit Of Insurance applying to that item of mobile or portable equipment.

   Total Limit Of Insurance For All Scheduled Mobile Or Portable Equipment: $

2. ☒ **Unscheduled Mobile Or Portable Equipment:**

   a. Total Limit Of Insurance For All Unlisted Mobile Or Portable Equipment: $ 715,423

   b. Limit Of Insurance For Any One Unlisted Mobile Or Portable Equipment Item: $ 6,000

   c. Limit Of Insurance For Any One Location: $ 690,000

   d. Description Of Location Or Unlisted Mobile Or Portable Equipment:

   Scheduled equipment at SilentWings Museum and Buddy HollyCenter.Unscheduled equip from Tarpley Media Systems.

3. **Total Limit Of Insurance For All Scheduled And Unscheduled Mobile And Portable Equipment:** $ 715,423

Total Limit Of Insurance For All Covered Property

The most we will pay in any one occurrence for all Covered Property shown in this Declarations or elsewhere in this policy is:

$ 1,430,846

DEDUCTIBLE

Deductible applying to all covered loss or damage unless a more specific Deductible for the covered loss or damage is shown in the Communications Deductible Schedule or elsewhere in this policy:

$ 2,500

COINSURANCE

The following coinsurance applies when indicated by an 'X':

☐ 100% ☐ 90% ☐ 80% ☒ No Coinsurance Applies

REPORTS AND PREMIUM:

Minimum Earned Premium: $ NONE

Non-Reporting or Reporting applies as indicated by an 'X' below.

☒ Non- Reporting: $ 7,655 Premium

☐ Reporting: See Communications Reporting Endorsement

COVERAGE AND LIMITS OF INSURANCE

A. Coverage Extensions	Limit of Insurance
Expediting Expenses:	$ 25,000
Fine Art:	$ 50,000
Fire Protective Systems:	$ 75,000
Newly Acquired Or Constructed Property:	$ 250,000
Personal Effects:	$ 2,500
Tower Collapse Damage To Buildings That Are Not Covered Property:	$ 25,000
Tuning Of Towers:	$ 50,000
Valuable Papers And Records:	$ 50,000
B. Additional Coverages	
Claim Data Expense:	$ 5,000
Debris Removal Increased Limit:	$ 25,000
Fire or Police Department Service Charge:	$ 25,000
Ordinance or Law:	$ 100,000
Pollutant Clean Up and Removal – Annual Aggregate:	$ 15,000
Preservation Of Property Expense:	$ 25,000
Reward Coverage	
25% of covered loss up to a maximum of:	$ 2,500

Excluded coverage or other coverages sought may be available: please discuss with USI

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations, exclusions and sublimits that will govern in the event of a loss.

PREMIUM SUMMARY

Coverage	Premium	Minimum Earned Premium
Communications	$7,655	None
Fine Art Museums	$9,929	None
Account Total	**$17,584**	

** The estimated premium(s) shown above may differ from actual premium(s) shown on the policies and installment bills due to installment charges, estimated taxes and surcharges, as well as rounding.*

Pipeline Liability

Insurance Company: Federal Insurance Company
Policy Term: 10/01/2021 to 10/01/2022
Coverage: Provides coverage for claims arising from an insured's liability due to damage or injury to others during performance of their duties or business. The loss can be reported years later, but the key is when it happened.
Annual Premium: **$5,150.00**

General Liability Coverage - Occurrence	Limit
Each Occurrence	$1,000,000
General Aggregate	$2,000,000
Products and Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Damage to Rented Premises (Each Occurrence)	$1,000,000
Medical Expense	$10,000
Deductible	$2,500

Schedule of Exposures

Class Code	ST	Description	Basis	Exposure *
00161	TX	Pipeline - Over 4 outside Diameter	Each	7
97223	TX	Machinery Or Equipment-installation	Payroll	If Any

Additional Coverage:
Non-Owned Aircraft (under 40 feet)
Automatic Coverage for Newly Acquired Organizations (120 Days)
Incidental Medical Malpractice
Limited Worldwide Coverage
Host Liquor Liability
Operating Agents/Carried Interest/Non-Operating
Working Interest
Terrorism Provision
Limitation to Designated Premises Project
Designated Organization – Power-Tex Pipeline
Power-Tex Pipeline – Additional Insured

Exclusions:

Information Distribution
Pollution
Radioactive Material
Architects, Engineering or Surveyors Professional
Loss of Use of Electronic Date
Asbestos Contamination
Employment Related Practices
Water Operations
Underground Resources & Equipment Hazard
Nuclear Energy

Key Endorsements, Limitations, Warranties and Exclusions include, but are not limited to, the following:
Description
Employee Related Practices Exclusion
Employees as Insureds
Designated Premises or Project
Designated Person or Organizations
Covered-Product Withdrawal Expenses & Crisis Assistance
Exclusion - Asbestos
Exclusion - Enhancement, Maintenance or Prevention Expenses
Intellectual Property Laws or Rights Exclusion
Exclude Nuclear Energy
Exclude Total Pollution with A Hostile Fire Exeption
Recall of Products, Work or Impaired Property
Exclude Workers' Compensation or Similar Laws

Excluded coverage may be available for an additional premium.

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss.

Crime

Insurance Company: Travelers Casualty & Surety Co. of Amer
Policy Term: 10/01/2021 to 10/01/2022
Coverage: **Travelers Crime coverage** offers multiple insuring agreements to provide protection for exposures such as loss from forgery or alteration, employee dishonesty, loss of money and securities and reimbursement for claim expenses.
Annual Premium: **$7,577.00 – Annual**
$11,354 – 18Mo Term to 04/01/2023

Coverage Description	Limit	Retention
A – Fidelity		
1. Employee Theft	$2,000,000	$50,000
2. ERISA Fidelity	Not Covered	
3. Employee Theft of Client Property	Not Covered	
B – Forgery or Alteration	$2,000,000	$50,000
C – On Premises	$2,000,000	$50,000
D – In Transit	$2,000,000	$50,000
E – Money Orders and Counterfeit Money	$2,000,000	$50,000
F – Computer Crime		
1. Computer Fraud	$2,000,000	$50,000
2. Computer Program and Electronic Data Restoration Expense	Not Covered	
G – Funds Transfer Fraud	$2,000,000	$50,000
H – Personal Accounts Protection		
1. Personal Accounts Forgery or Alteration	Not Covered	
2. Identity Fraud Expense Reimbursement	Not Covered	
I – Claim Expense	$5,000	$0
Social Engineering Fraud	$100,000	$50,000

Key Definitions The Key Definitions contain generic definitions for common types of insurance. Not all coverage types are defined and some of those that are defined may not be included in your insurance program.
Computer Fraud – Theft of money, securities or property by computer to fraudulently transfer covered property from your premises or bank to another person or place outside of your premises
Employee Theft Coverage – Covers loss of or damage to money, securities and other property caused by employee dishonesty
Forgery or Alteration – Covers losses resulting from forgery or alteration of checks or covered instrument
Inside the Premises – Theft of Money and Securities - Covers losses by theft, disappearance or destruction
Inside the Premises – Robbery or Safe Burglary of Other Property – Covers the robbery of a custodian and safe burglary
Outide the Premises – Covers losses in the care and custody of a messenger or armored car

Applicable Forms & Endorsements	
Policy Forms	
CRI-2001-0109	Crime Declarations Page
CRI-3001-0109	Crime Policy Form
Endorsements	
ACF-7006-0511	Removal of Short-Rate Cancellation Endorsement
CRI-10073-0311 Endorsement	Government Entity Crime Coverage Without Individual Exclusion *Employee Theft Per Loss Coverage Limit* *$2,000,000* *Employee Theft Per Loss Coverage Retention* *$50,000*
CRI-10083-0411	Sponsored Plan Endorsement
CRI-19072-0315 Coverage	Global Coverage Compliance Endorsement – Adding Financial Interest And Sanctions Condition and Amending Territory Condition
Endorsements (cont'd)	
CRI-19085-0516	Social Engineering Fraud Insuring Agreement Endorsement
CRI-19097-0517	Replace Exclusion BB. Endorsement
CRI-19101-1117	Amendatory Endorsement for Certain ERISA Considerations
CRI-4019-0911	Texas Changes Endorsement
CRI-5044-0613	Texas Cancellation or Termination Endorsement
CRI-7026-0713	Amend Cancellation As To Any Employee Endorsement
CRI-7059-0109	Amend Definition of Employee Endorsement
CRI-7087-0109	Amend Duties in the Event of Loss – Knowledge by Corporate Officials Endt
CRI-7135-0910	Government Entity Crime – Specified Limit and Retention for Faithful Performance or Duty (Except Police Officers or Other Peace Officers) Endt *Single Loss Limit* *$1,000,000* *Single Loss Retention* *$50,000*
CRI-7203-0109	Amend Extended Period of Discover Loss Endorsement
CRI-7224-0517	Tax Liability Endorsement
Forms and Conditions	
Settlement Basis ▪ Money – Face value ▪ Securities – Value on the day the loss was discovered ▪ Property – Cost to repair or replace	
Discovery Period – Pays only for covered loss discovered no later than one year from the end of the policy period	
Records – You must keep records of all covered property to verify the amount of the loss	
Duties In The Event Of A Loss – Notify us as soon as possible, cooperate with investigation & settlement	

Excluded coverage or other coverages sought may be available: please discuss with USI

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations, exclusions and sublimits that will govern in the event of a loss.

Drones – Hull & Liability Package

Insurance Company: Global Aerospace, Inc.
Policy Term: 10/01/2021 to 10/01/2022
Coverage: We will pay claims, for those sums that you become legally obligated to pay as damages, for bodily injury and property damage, resulting from the ownership, maintenance or use of the aircraft.
Annual Premium: **$4,552.00**

Limits of Liability:

Coverage	Limit
Liability Coverage, each occurrence	$1,000,000
Personal Injury, each occurrence/aggregate	$1,000,000
Non-Owned Aircraft Liability - UAS	$1,000,000
Fire Legal Liability, each occurrence	$100,000
Medical Expense Coverage, each occurrence	$5,000
War and TRIA	Included
Liability for Sale of Aircraft, Aircraft Parts or Services	Included
Premises Coverage	Included
Expanded Contractual Liability	Included

Aircraft Schedule:

Unmanned Aircraft System	Serial Number	Insured Value
2018 DJI Mavic Pro	08QCEBD022A5UA	$400
2019 Yuneec Typhoon	YU18210989B12A01	$1,500
2016 DJI Phantom 4	FA3WX3ALP3	$1,500
2018 DJI Phantom 2	07JDF2700200B9	$5,500
2016 DJI Inspire 1	W13DC105040108	$3,000
Parrot S.A. Anafi Thermal	PI040445AC9J003317	$1,800
DJI Mavic Mini 2	3Q4CH9B0030Q1L	$700
DJI Mavic 2 Enterprise Zoom	276DF9N0012R9J	$2,900
2019 DJI Mavic 2 Pro	163CGALR0A3VAC	$1,600

Deductible *5% In Motion / 5% Not in Motion*

Approved Pilots: Any pilot as approved by the Named Insured, provided each pilot is appropriately licensed for the flight being conducted.

Purpose of Use: *Law Enforcement, Fire Fighting/Support, and CML Photography/Videography*

**Expiring premium was based on $12,200 total insured value vs. this year's total insured hull value of $18,900*

Excluded coverage or other coverages sought may be available: please discuss with USI

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations, exclusions and sublimits that will govern in the event of a loss.

Regular City Council Meeting **7. 16.**

Meeting Date: 09/14/2021

Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, airport and non-owned aircraft liability insurance coverage from Ace Property and Casualty Insurance Company, for which the premium amount shall not exceed $30,810.

Item Summary

Airport liability insurance covers liability claims that the City is legally obligated to pay, for bodily injury and property damage resulting from airport operations. Non-owned aircraft liability covers liability claims that the City is legally obligated to pay for bodily injury and property damage resulting from the occupancy or operation of a non-owned aircraft, including general liability, automobile liability, products and completed operations, fire legal liability, and hangar keepers liability for both commercial or private aircraft.

The City purchases airport and non-owned aircraft liability insurance separately from its package liability insurance program, which specifically excludes aircraft operations, except for law enforcement liability.

The current insurance policy is with Ace Property and Casualty Insurance Company with a premium of $28,660, and has $50,000,000 in coverage for airport liability insurance and non-owned aircraft liability insurance. This policy is not subject to a deductible.

The renewal quote from Ace Property and Casualty Insurance Company, the only quote submitted, includes the same coverage as the current policy, with a renewal premium of $30,810.

Carriers bind insurance coverage October 1, 2021 after notification of City Council approval. Insurance policies are issued after premiums are received from the City. The policy for the insurance coverage is approved by the Texas Department of Insurance as to content and may not be modified. Current insurance policies are available in Risk Management.

Fiscal Impact

Funds are budgeted in the Proposed FY 2021-22 Risk Management Fund.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Airport Resolution

RESOLUTION

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, airport and non-owned aircraft liability insurance coverage from Ace Property and Casualty Insurance Company, for a premium amount not to exceed $30,810.00; and

THAT the City Manager may execute any routine documents and forms associated with said insurance coverage.

Passed by the City Council this _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Jeff Hartsell, Deputy City Attorney

RES.Risk Mgmt-Ace Property & Casualty Ins
September 1, 2021

Airport Owners Liability

Insurance Company:	ACE Property & Casualty Insurance Co
Policy Term:	10/01/2021 to 10/01/2022
Coverage:	Your legal liability to members of the public for claims arising from your airport ownership or operation
Annual Premium:	**$30,810.00**

Airport Owners and Operators General Liability

Airport Location: LBB - Lubbock Preston Smith International Airport

Limits of Liability:

$50,000,000	Bodily Injury & Property Damage Liability Combined Single Limit
$50,000,000	Products-Completed Operations Aggregate
$50,000,000	Personal Injury and Advertising Injury Aggregate
$50,000,000	Incidental Malpractice Aggregate
$50,000,000	Extended Coverage - War, Hi-jacking & Other Perils Aggregate
$500,000	Fire Damage Limit, Any One Fire
$10,000	Medical Expense Limit, Any One Person
$50,000,000	Hangarkeepers Limit, Any One Occurrence
$50,000,000	Hangarkeepers Limit, Any One Aircraft
$50,000,000	Non-Owned Aircraft Liability Limit, Any One Occurrence
$50,000,000	Excess Automobile Liability, Any One Occurrence
$50,000,000	Excess Employers Liability, Any One Occurrence
$1,000,000	Employee Benefits Liability Aggregate
$1,000,000	Cargo Legal Liability

Deductibles: NIL

Added Provisions: Airport Expansion Endorsement, which includes:

- ✓ Broad form Insured
- ✓ Knowledge of Occurrence
- ✓ On - Airport Premises Auto Coverage
- ✓ Mobile Equipment
- ✓ Control Tower - Contingent
- ✓ Baggage Liability
- ✓ Damage to Autos
- ✓ Static Display of Aircraft
- ✓ Co-Employees (Deletion of Fellow Employee Coverage)

National Incident Management System - $50,000,000 per occurrence subject to sub-limits:

$50,000,000 Products-Completed Operations Aggregate
$50,000,000 Personal and Advertising Injury Aggregate
$50,000,000 Malpractice Aggregate
$50,000 Fire Damage Limit, any one fire
$10,000 Medical Expense Limit, any one person
Excludes Hangarkeeper's Liability and Non-Owned Liability

Also Included:

- ✓ Extended Coverage - War, Hi-Jacking and Other Perils
- ✓ Amendment to Include Coverage for Certified Acts of Terrorism
- ✓ Catastrophe Management Coverage
- ✓ Worldwide Territory
- ✓ Mutual Aid Agreement
- ✓ Immunity Waiver
- ✓ Volunteers Endorsement
- ✓ Amendment of Noise and Pollution and Other Perils Exclusion
- ✓ Land Acquisition Endorsement
- ✓ Date Recognition Limited Coverage
- ✓ Infringement of Copyright, Patent, Trademark or Trade Secret
- ✓ Amendment to Supplementary Payments (Court Cost) Endorsement
- ✓ 120 days notice of cancellation / 10 days for non-payment
- ✓ Exclusion - Access or Disclosure of Confidential or Personal Information

Premium Overview

Description	2020 Expiring Premium	2021 Renewal Premium
Airport owner & operator's liability:		
Liability limit @ $50,000,000	$25,475	$27,386
War Coverage	$637	$685
Terrorism (TRIA) Coverage	$2,548	$2,739
Total Annual Premium:	**$28,660**	**$30,810**

Alternate Option: Extending policy period to a term of **10/01/2021 to 04/01/2023**, total annual premium including War and TRIA would come to **$46,185**

Excluded coverage or other coverages sought may be available: please discuss with USI

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations, exclusions and sublimits that will govern in the event of a loss.

Regular City Council Meeting **7. 17.**

Meeting Date: 09/14/2021

Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing and directing the City Manager to purchase for and on behalf of the City of Lubbock, workers' compensation coverage from Texas Municipal League Intergovernmental Risk Pool, for which the total amount shall not exceed $1,619,534.66.

Item Summary

The City is required by the Labor Code to provide workers' compensation benefits to all municipal employees. The City extends workers' compensation benefits to elected officials, board members, and volunteers to limit liability exposure. Workers' compensation provides medical care and lost wages, on a no-fault basis.

The City currently purchases workers' compensation coverage from Texas Municipal League Intergovernmental Risk Pool (TMLIRP) on a deductible plan, in which the City paid a discounted premium of $791,363.72 for a one-time payment, plus a $100,000 deductible deposit. At the end of each month, the City would reimburse TMLIRP for any claims that do not meet the deductible of $25,000. The current year contribution for workers' compensation insurance is $1,228,073.

Staff recommends TMLIRP continuing with this plan with a premium of $930,320 for a one-time payment, plus a $100,000 deductible deposit. At the end of each month the City would reimburse TMLIRP for any claims that do not meet the $25,000 threshold.

Carriers bind coverage October 1, 2021, after notification of City Council approval. The inter-local agreement will be issued after premiums are received from the City. Current insurance policies are available in Risk Management.

Fiscal Impact

Funds are budgeted in the Proposed FY 2021-22 Risk Management Fund.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Work Comp Resolution

Work Comp

RESOLUTION

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, workers' compensation coverage from the Texas Municipal League Intergovernmental Risk Pool, for a total amount not to exceed $1,619,534.66; and

THAT the City Manager may execute any routine documents and forms associated with said coverage.

Passed by the City Council this _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Jeff Hartsell, Deputy City Attorney

RES.Risk Mgmt-Municipal League Risk Pool
September 1, 2021

Workers' Compensation

Insurance Company: Texas Municipal League
Policy Term: 10/01/2021 to 10/01/2022
Coverage: **Part One** – Workers' Compensation agrees to pay the benefits required under the applicable State's Workers' Compensation Law.

Part Two – Employers Liability for work-related injuries or disease other than that which is imposed by a state Workers' Compensation Law.

Part Three – Other States. States in which you have no exposure on the policy inception date, but in which you may have a temporary or future worksite or exposure in during the policy term. If listed, statutory benefits will apply as if the state were listed in Part One.

Coverage Description	Limit
Employers Liability - Each Accident	$1,000,000
Employers Liability - Disease (Policy Limit)	$1,000,000
Employers Liability - Disease (Each Employee)	$1,000,000
Experience Mod	0.50
Statutory Limits Apply	Yes
Deductible	$25,000

Coverage is not automatic in all states. Please notify us immediately if you begin operations in another state.

- Total Premium $847,265
- 2% Paid in Full Discount: ($16,945)
- **Premium Including Discount: $830,320**
- Average Out of Pocket at $25,000 deductible is: $781,000

This requires $100,000 deposit in addition to the $830,320 premium. The deposit will be credited as deductible is applied.

Total Due at Binding: $930,320

6mo Short Term Option to 04/01/2022:

- Total Premium $422,508
- 2% Paid in Full Discount Credit applies
- **Premium Including Discount: $414,058**

This requires $100,000 deposit in addition to the $414,058 premium. The deposit will be credited as deductible is applied.

Total Due at Binding: $514,058

Workers' Compensation Schedule of Exposures

State: TX **Experience Modifier: 0.50**

Class Code	Classification Description	Estimated Annual Payroll
7539	Electric Light Or Power Co Noc--all Employees & Drivers	$13,898,945
8810	Clerical Office Employees NOC	$27,858,047
0011	Farm: Noc & Drivers	$59,435
4299	Printing - Copying & Duplicating Service	$57,783
4511	Analytical Chemist	$1,819,966
4519	Exterminator & Drivers	$174,227
5190	Traffic Signal Control Installation & Drivers	$1,133,779
5191	Computer Device Install, Serv	$1,941,144
5506	Street Or Road Construction: Paving Or Repaving & Drivers	$3,859,318
5507	Street & Road Construction	$190,341
5651	Laborer (Code Enforcement)	$31,841
6306	Sewer Construction	$3,367
7423	Airport Operations	$752,829
7520	Waterworks Operations & Drivers	$8,154,809
7580	Sewage Disposal Plant Operation & Drivers	$324,486
7590	Garbage Works	$369,295
7704	Firefighters & Drivers	$34,256,728
7720	Police Officers & Drivers	$35,909,933
8107	Heavy Equipment Maintenance	$793,145
8292	Warehouseman/Loader	$95,079
8391	Automobile Garage	$119,053
8601	Engineer Or Architect--consulting	$305,800
8742	Elected & Appointed Officials	$54,742
8743	Computer Programmer	$125,434
8831	Animal Shelter & Drivers	$613,330
8833	Hospital: Professional Employees & Clerical	$1,506,081
8838	Public Library/museum: professional Employees & Clerical	$1,658,907
9014	Lawn Maintenance	$48,567
9015	Buildings--operations By Owner Or Lessee	$1,019,031
9016	Auditoriums & Zoos	$158,645
9079	Restaurant – NOC	$6,846
9101	Library/Museum, All Other	$41,866
9102	Park Noc--all Employees & Drivers	$2,700,790
9154	Theatres – Box Office, etc.	$94,363
9220	Cemetery Operation & Drivers	$131,284

Class Code	Classification Description	Estimated Annual Payroll
9402	Street Cleaning & Drivers	$97,781
9404	Refuse Collection & Disposal	$95,835
9409	Municipal Employees	$171,003
37420	Outside Volunteers	$2,900
8742I	Inside Volunteers	$1,450
	TOTAL PAYROLL:	**$141,020,994**

Premium Adjustments	Amount
Total Manual Contribution	$5,266,442.00
Experience Modifier (0.50)	($2,633,221.00)
Fund Discount (20%)	($526,644.00)
Paid in Full Discount (2%)	($16,945.00)
Deductible Credit	($1,259,312.00)
Total Estimated Annual Premium Including Premium Adjustments:	**$830,320.00**
Loss Fund Deposit:	**$100,000.00**

Audit Provisions

Description	Deposit Premium
Audit based on Payroll	$930,320

Premiums are calculated based on the insurance company's rules and rates. Premiums shown as advance or deposit premiums are subject to audit and adjustment at the close of each audit period. If the advance premium is less than the earned premium as determined by the audit, the insured pays the difference. If the advance premium is more than the earned premium as determined by the audit, the insurance company returns the difference to the insured. The insured must keep records of the information needed for the audit and the premium calculations and send copies to the insurance company when it requests them.

Excluded coverage or other coverages sought may be available: please discuss with USI

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations, exclusions and sublimits that will govern in the event of a loss.

Regular City Council Meeting **7. 18.**

Meeting Date: 09/14/2021

Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, property insurance from Zurich American Insurance Company for the John T. Montford Dam, for a total premium in an amount not to exceed $163,072.

Item Summary

It is recommended that the City maintain a property insurance policy covering exposures to loss at the John T. Montford Dam at Lake Alan Henry. The City has maintained a policy since taking over the dam and reservoir ownership and operations in 2005, from the Brazos River Authority (BRA).

The City's current coverage for the dam is limited to $50,000,000 with a deductible of $2,000,000, with a premium of $141,749 per year. This policy includes coverage for acts of terrorism, with the exception of domestic terrorism.

Zurich American Insurance Company was the only company to provide a quote. The quote for $50,000,000 in coverage has a premium of $163,072, reflecting a 15.042% increase in premium based on the current valuation of the dam.

Staff recommends the purchase of property insurance for the John T. Montford Dam, as quoted by Zurich American Insurance Company.

Carriers bind insurance coverage October 1, 2021, after notification of City Council approval. Insurance policies are issued after premiums are received from the City. The policy for the insurance coverage is approved by the Texas Department of Insurance as to content. Current insurance policies are available in Risk Management.

Fiscal Impact

Funds are budgeted in the Proposed FY 2021-22 Risk Management Fund.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Montford Dam Resolution

Montford Dam

RESOLUTION

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

THAT the City Manager is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, property insurance by and between the City of Lubbock and Zurich American Insurance Company in the amount of $50,000,000 insurance coverage for Montford Dam, for a total premium in an amount not to exceed $163,072.00; and

THAT the City Manager or designee may execute any routine documents and forms associated with said insurance coverage.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Jeff Hartsell, Deputy City Attorney

vw/ccdocs/Res.Risk Mgmt-Zurich American Ins.
September 1, 2021

John T. Montford Dam Property

Insurance Company:	Zurich American Insurance Company
Policy Term:	10/01/2021 to 10/01/2022
Coverage:	Property insurance covers your interest against direct physical loss or damage by covered perils to named property that you own or are required to insure. **See attached schedule for covered locations.**
Term Premium:	**$163,072 – Annual** **$81,373 – 6Mo Term to 4/1/2022**

POLICY LIMIT OF LIABILITY

This Policy shall pay no more than **$50,000,000** for any one occurrence, subject to the following Sublimits of Liability and Annual Aggregate Limits of Liability. In no event shall this Policy's liability exceed the Limit of Liability above or the scheduled values as stated on Endorsement A – Schedule of Locations & Values Insured, whichever is less, in any one occurrence.

SUBLIMITS OF LIABILITY

The Policy shall pay no more than the following Sublimit(s) of Liability in any one occurrence.

NOTE: Coverage shall only apply for individual sublimits when a dollar amount is entered below: In no event shall these Sublimits of Liability increase the Policy Limit of Liability.

(1)	$ 50,000,000	Physical Damage Coverage to the Covered Property;
(2)	$ NCP	Loss of Revenue;
(3)	$ 50,000	Accounts Receivable;
(4)	NCP	Interruption by Civil or Military Authority;
(5)	$ 500,000	Expediting Expense;
(6)	$ 500,000	Extra Expense;
(7)	$ 5,000,000	Or **25%** of the amount of insured physical loss of or damage to Covered Property whichever is less - Debris Removal Coverage;
(8)	$ 100,000	Fire Department Service Charges;
(9)	NCP	Ingress and Egress;
(10)	$ 100,000	Loss Adjustment Expense;
(11)	$ 500,000	Newly Acquired Locations;
(12)	$ 1,000,000	Ordinance or Law / Demolition or Increased Cost of Construction;
(13)	$ 2,500,000	Transit - any one conveyance;
(14)	$ 25,000	Valuable Papers & Records;
(15)	$ 50,000,000	Terrorism

ANNUAL AGGREGATE LIMIT(S) OF LIABILITY

The maximum amount the Company will pay for loss or damage in any one occurrence, and/or in the aggregate annually for loss or damage from all occurrences, shall not exceed the following amounts:

(1)	$ 10,000,000	By the peril of **EARTHQUAKE**;
(2)	$ 10,000,000	By the peril of **FLOOD**;
(3)	$ 10,000,000	By the peril of **NAMED STORM**

DEDUCTIBLES AND WAITING PERIOD(S)

From the amount of each claim for insured physical loss of or damage to Covered Property in any one occurrence, there shall be deducted the applicable amount shown below, and then the liability of the Company shall be only for the amount of such insured loss or damage in excess thereof, subject to the Limit, Sublimits or Annual Aggregate Limits of Liability as stated above.

A.	**$**	**2,000,000**	Physical loss of or damage to Covered Property, unless otherwise shown below;
B.	**$**	**50,000**	Physical loss of or damage to **SURVEILLANCE EQUIPMENT***;
C.	**$**	**2,000,000**	As respects **EARTHQUAKE***;
D.	**$**	**2,000,000**	As respects **FLOOD***
E.	**$**	**2,000,000**	As respects **NAMED STORM***
F.		**NCP**	Waiting Period - Loss of Revenue

In the event that more than one deductible shown above or specified in any endorsement attached to this Policy shall apply to insured physical loss of or damage to Covered Property in any one occurrence, only the largest shall be applied.

If Loss of Revenue Coverage is provided under this Policy, the Waiting Period stated above will always be applied in addition to any dollar deductible stated for physical damage.

ADDITIONAL ENDORSEMENTS

	ENDORSEMENT NAME	FILL-IN INFO (IF ANY)
X	Schedule of Covered Property, U-CWP-0010-A	Per Addendum A
X	Cyber Exclusion, U-CWP-0117-A	-

CANCELLATION PROVISION 60 Days except 10 Days for nonpayment of premium

VALUATION

(1) Covered Property: The actual cost to repair or replace the lost or damaged property, valued as of the time and place of loss, with material of like kind and quality, less betterment. If not so replaced, loss shall be settled on an Actual Cash Value basis with proper deduction for depreciation and exclusive of profit and overhead.

(2) Transit: The invoice cost plus accrued shipping charges less shipper's liability, if any.

(3) Loss of Revenue: Actual loss sustained subject to the stated coverage and specified indemnity period.

OTHER QUOTE CONSIDERATIONS

(1) Zurich shall have the right to inspect property and operations at any reasonable time. Insured agrees to comply with any reasonable Risk Engineering recommendations to avoid a loss.

(2) **ADDENDUM A – SCHEDULE OF COVERED PROPERTY** provides a listing of all property to be covered under this indication and Policy. If a location is not listed it is not included in the coverage provided herein.

(3) Coverage is subject to obtaining facultative reinsurance: ☒ YES ☐ NO

(4) Coverage is subject to satisfactory completion of Risk Engineering Recommendations

COVERAGE IS NOT CONTEMPLATED UNLESS SPECIFICALLY ADDRESSED IN THE ABOVE INDICATION.

Key Endorsements, Limitations, Warranties and Exclusions include, but are not limited to, the following:
Building Vacancy Provision - Coverage may be restricted or excluded for any Building found to be vacant for a minimum of 30 consecutive days or longer subject to all other policy terms and conditions. If any of your covered buildings meet this description **at any time during the policy period,** please contact us so we can assist you in maintaining appropriate coverage.
Protective Safeguard Endorsement - Failure to maintain the protective safeguards in good working order or failure to notify the insurer of even a temporary impairment in protection suspends coverage until the protection is restored.
Property Disclaimer: This policy insures against direct physical loss or damage to Real & Personal Property from a covered cause of loss and any resulting Loss of Revenue as more fully defined with the policy. It is your responsibility to notify USI's personnel, in writing, if these limits are not adequate to rebuild and/or replace, in today's dollars, your current building and contents. "Replacement cost" does not mean replace at any cost.
Terms & Conditions: Per Expiring Policy Form
Extensions or Exclusions: Property excluded: aircraft, rolling stock, watercraft, land/land values, electrical/gas/water or other transmission line and related plants and substations; Offshore rigs & platforms, Property sold under conditional sale; Shipments by mail, parcel post and those shipments to and from Alaska or Hawaii; Overseas shipments and others per the policy. Consequential Loss; Error/Omission or deficiency in design, plans, workmanship, specifications or materials; Wear & Tear; War; Nuclear; Mysterious Disappearance & Inventory Shortage; Employee Dishonesty, Fraud & Infidelity; Fungus; Pollution & Contamination; Asbestos; Normal Subsidence & Settling; and other per the Policy.

The following locations and / or structures are covered under this Policy:

LOCATION / STRUCTURE NUMBER	LOCATION / STRUCTURE NAME	SCHEDULED PHYSICAL DAMAGE LIMIT	SCHEDULED LOSS OF REVENUE LIMIT
1	JOHN T. MONTFORD DAM 3099 LAKE ALAN HENRY RD JUSTICEBURG, TX 79330	$80,600,000	NCP
	TOTAL SCHEDULED VALUES	**$80,600,000**	**NCP**

Excluded coverage or other coverages sought may be available: please discuss with USI

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations, exclusions and sublimits that will govern in the event of a loss.

Insured Name: JOHN T. MONTFORD DAM CITY OF LUBBOCK TX
Policy Number: IM-9808966-07
Effective Date: 10/1/2021

ZURICH

THIS DISCLOSURE IS ATTACHED TO AND MADE PART OF YOUR POLICY.

DISCLOSURE OF IMPORTANT INFORMATION RELATING TO TERRORISM RISK INSURANCE ACT

SCHEDULE*

Premium attributable to risk of loss from certified acts of terrorism for lines of insurance subject to TRIA:
$8,320- annual

*Any information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act ("TRIA"), as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the risk of loss from terrorist acts certified under that Act for lines subject to TRIA. That portion of premium attributable is shown in the Schedule above. The premium shown in the Schedule above is subject to adjustment upon premium audit, if applicable.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government may pay a share of insured losses resulting from an act of terrorism. The federal share will decrease by 5% from 85% to 80% over a five year period while the insurer share increases by the same amount during the same period. The schedule below illustrates the decrease in the federal share:

January1, 2015 – December 31, 2015 federal share: 85%

January1, 2016 – December 31, 2016 federal share: 84%

January1, 2017 – December 31, 2017 federal share: 83%

January1, 2018 – December 31, 2018 federal share: 82%

January1, 2019 – December 31, 2019 federal share: 81%

January1, 2020 – December 31, 2020 federal share: 80%

C. Disclosure of $100 Billion Cap on All Insurer and Federal Obligations

If aggregate insured losses attributable to terrorist acts certified under TRIA exceed $100 billion in a calendar year (January 1 through December 31) and an insurer has met its deductible under the program, that insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

D. Availability

As required by TRIA, we have made available to you for lines subject to TRIA coverage for losses resulting from acts of terrorism certified under TRIA with terms, amounts and limitations that do not differ materially from those for losses arising from events other than acts of terrorism.

E. Definition of Act of Terrorism under TRIA

TRIA defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;
3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed $5,000,000.

Regular City Council Meeting **7. 19.**

Meeting Date: 09/14/2021

Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, package liability insurance coverage from Gemini Insurance Company, for which the premium amount shall not exceed $670,649.13.

Item Summary

Package liability insurance covers the following:

• General liability – protects an insured when negligent acts and/or omissions result in bodily injury and/or property damage on the premises of a business, when someone is injured as a result of using the product manufactured or distributed by a business, or when someone is injured in the general operation of the business, other than an employee.
• Auto liability – protects an insured who is legally liable for bodily injury or property damage caused by an automobile.
• Employment practices liability – protects an insured in the event of legal actions resulting from charges of harassment, discrimination, wrongful termination of employment, defamation, and invasion of privacy.
• Employee benefits liability – protects an insured for an error or omission in the administration of an employee benefit program, such as failure to advise employees of benefits programs.
• Law enforcement liability – protects police officers for an allegation or actual false arrest, excessive force, and invasion of privacy, unless intentionally committed, as well as other civil rights violations.
• Public officials errors and omissions liability – protects against liability exposure faced by public officials from wrongful acts such as actual or alleged errors, omissions, misstatements, negligence, or breach of duty, in their capacity as a public official or employee of the public entity.

The City purchases package liability insurance other than airport and pipeline liability for all operations. Coverage for airport and pipeline liability is covered in separate policies.

The current coverage with Gemini Insurance Company includes a City self-insured retention of $500,000 and a Lubbock Power & Light self-insured retention of $1,000,000, with an annual premium of $589,114.50 for $3,000,000 of coverage per occurrence and aggregate, plus an additional $6,000,000 excess umbrella coverage per occurrence.

The renewal quote is for the same terms as the expiring policy, with a premium of $670,649.13, which is a 13.84% increase over the FY 2020-21 premium. The excess coverage was submitted independently of this coverage.

Carriers bind insurance coverage October 1, 2021, after notification of City Council approval. Insurance policies are issued after premiums are received from the City. The policy for the insurance coverage is approved by the Texas Department of Insurance as to content. Current insurance policies are available in Risk Management.

Fiscal Impact

Funds are budgeted in the Proposed FY 2021-22 Risk Management Fund.

Staff/Board Recommending

D. Blu Kostelich, Chief Operating Officer

Attachments

Casualty Package Resolution
Casualty Package

RESOLUTION

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, package liability insurance coverage from Gemini Insurance Company, for which the premium amount shall not exceed $670,649.13; and

THAT the City Manager may execute any routine documents and forms associated with said insurance coverage.

Passed by the City Council this _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Jeff Hartsell, Deputy City Attorney

vw/RES.Risk Mgmt-Gemini Ins.
September 7, 2021

Government Casualty Package

Insurance Company:	Gemini Insurance Company
Policy Term:	10/1/2020 to 10/1/2021
Coverage:	Provides coverage for claims arising from an insured's liability due to damage or injury to others during performance of their duties or business. The loss can be reported years later, but the key is when it happened.
Annual Premium:	**$663,126.00 Including SL Taxes & Fees** **$670,649.13 Including TRIA, SL Taxes & Fees**

Coverage	**Limits**	
A - General Liability	Each Occurrence Aggregate	$3,000,000 $6,000,000
B - Auto Liability	Each Occurrence Aggregate	$3,000,000 UNLIMITED
C - Public Official, Employment Practices and Employee Benefits Liability	Each Claim Aggregate	$3,000,000 $6,000,000

Self-Insured Retention		
A - General Liability	Each Occurrence	$500,000
B - Auto Liability	Each Occurrence	$500,000
C - Public Official, Employment Practices and Employee Benefits Liability	Each Claim	$500,000

Minimum Earned Premium at Inception:	35 %
Optional Terrorism Premium:	$7,170
Total Premium: **(Excluding Terrorism & Surplus Lines Taxes & Fees if Applicable)**	$632,000
Claims Administrator:	Self-Administer

With regard to all **loss** arising out of or related to Lubbock Power and Light (LP&L); the Limits of Insurance and Attachment point is amended as follows:

Limit of Insurance:	
Each Occurrence, Accident, Act or Claim	$2,000,000
Policy Aggregate	$2,000,000
Retained Limit:	$1,000,000

Treatment of Claims Expense			
Coverage Part	**Coverage**	**Retained Limit**	**Limits of Insurance**
A	General Liability	Inside limit	Outside Limit
B	Automobile Liability	Inside Limit	Outside Limit
C	Public Official, Employment Practices and Employee Benefits Liability	Inside Limit	Outside Limit

Schedule		
Coverage Description	**Coverage Part Limit**	
Limited Sexual Abuse Coverage Part	Each Act	$2,000,000
Limited Sexual Abuse Coverage Part	Aggregate	$2,000,000
Retained Limits of Insurance	Each Act	$500,000
Retroactive Date: 10/1/2020		

SCHEDULE		
Pesticide or Herbicide Pollutant Liability Limit:		
	$3,000,000	Each Occurrence
	$3,000,000	Aggregate
Retained Limit:	$500,000	Each Occurrence

SCHEDULE		
Fire Damage Legal Liability Limit:		
	$1,000,000	Each Occurrence
	$1,000,000	Aggregate
Retained Limit	$500,000	Each Occurrence

DAM, RESERVOIR, LEVEE SUBLIMITED COVERAGE ENDORSEMENT

SCHEDULE		
Limits of Insurance		
	Each Occurrence Limit:	$3,000,000
	Aggregate Limit	$3,000,000
Description of Dam(s), Reservoir(s) or Levee(s):		
• Refer to schedule on file with the company		

Forms and Endorsements:

CEN 5007 01/15	Schedule of Forms and Endorsements
CCP 1001 09/17	Common Conditions, Definitions And Exclusions
CCP 1002 01/13	General Liability Coverage Part
CCP 1003 05/12	Automobile Liability Coverage Part
CCP 1004 01/13	Public Officials, Employment Practices And Employee Benefits Liability
CCP 1005 05/12	Limited Sexual Abuse Coverage Part
CEN 1000 09/20	Signatures
CEN 2001 01/15	Exclusion Of Certified Acts Of Terrorism
CEN 2002 01/15	Cap On Losses From Certified Acts Of Terrorism
CEN 1005 01/20	Service of Suit Endorsement
CEN 3018 05/20	Exclusion - Communicable Disease
CEN 1009 01/14	Pesticide Or Herbicide Pollutant Exception
CEN 1013 05/12	Fire Damage Legal Liability To Premises Rented To You
CEN 3005 01/13	Dam, Reservoir, Levee Sublimited Coverage Endorsement
CEN 3011 05/12	Additional Insured - Specified By Written Contract
CEN 9001 05/12	Trade Or Economic Sanctions Endorsement
PEN 1000 05/12	Claims Expense In Addition To Limits Of Insurance
PEN 1008 07/18	Additional Insured - Designated Person or Organization
MAN 1000 07/20	Designated Operation Amendment of Limits
MAN 1000 10/20	Specified Auto Exclusion
MAN 1000 10/20	TX UM/UIM Endorsement
MAN 1000 02/21	Exception to Failure to Supply Exclusion - Limited Coverage
CA U 005 05/13	Texas Uninsured/Underinsured Motorists Coverage Selection/Rejection
Notice 11/19	TX Complaint Notice
IL P 001 01/04	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
LOSS Notice 01/20	Loss Notice
RRE Notice 01/20	RRE Loss Notice

Terms and Conditions:

Quotation is subject to reconsideration if there are any significant changes in operations, exposure or experience prior to binding.

This Quotation is subject to receipt, review and acceptance of this/these outstanding item(s). Please forward to us at binding.

- You are the surplus lines broker of record. It is your responsibility to follow applicable state surplus lines laws and, in particular, to see that the appropriate surplus lines taxes and stamping fee (if applicable) are collected, reported and paid.
- Premium due per invoice specifications.

Subjectivities:

This authorization is subject to receipt and review of the following information within the time period(s) stated. Upon receipt and review of the items listed below, we reserve the right to modify these Terms and Conditions in accordance with our Underwriting Guidelines.

- A signed and completed sexual abuse application, Required within 30 Days of Binding.
- Signed UM/UIM forms, Required within 30 Days of Binding.
- Receipt of signed and dated Policyholder Disclosure Notice (TRIA), attached hereto, Required Prior to Binding.

TEXAS UNINSURED/UNDERINSURED MOTORISTS COVERAGE SELECTION/REJECTION

Policy Number:	Policy Effective Date: 10/01/2021
Company: Gemini Insurance Company	Producer: USI Southwest, Inc. - El Paso
Applicant/Named Insured: City of Lubbock	

Texas law permits you to make certain decisions regarding Uninsured/Underinsured Motorists Coverage. This document briefly describes this coverage and the options available.

You should read this document carefully and contact us or your agent if you have any questions regarding Uninsured/Underinsured Motorists Coverage and your options with respect to this coverage.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations page(s) and/or Schedule(s) for complete information on the coverages you are provided.

UNINSURED/UNDERINSURED MOTORISTS COVERAGE

Uninsured/Underinsured Motorists Coverage provides insurance protection to an insured for damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury or property damage caused by an automobile accident. Also included are damages due to bodily injury or property damage that result from an automobile accident with a hit-and-run vehicle whose owner or operator cannot be identified.

Unless rejected, Uninsured/Underinsured Motorists Coverage will be afforded at limits at least equal to: (1) split limits of $30,000 for each person, subject to $60,000 for each accident with respect to bodily injury, and $25,000 with respect to property damage; or (2) a combined single limit of $85,000 for each accident, but you may select optional higher limits.

Please indicate your choice from either **A.** or **B.** as follows:

A. Selection Of Uninsured/Underinsured Motorists Coverage Limits

If you wish to select Uninsured/Underinsured Motorists Coverage, you may do so by initialing next to the appropriate item(s) and signing below. Please note that we only offer Uninsured/Underinsured Motorists Coverage limits up to the Liability Coverage limits of your policy, even though higher limits may appear below.

(Initials) _____ **I select Uninsured/Underinsured Motorists Coverage at the following limit(s):**

(Choose one Split Limits Bodily Injury option AND one Property Damage limit option, OR one Combined Single Limit option from the following):

(Initials)	Split Limits Bodily Injury	(Initials)	Property Damage	OR	(Initials)	Combined Single Limit
_____	$ 30,000/60,000	_____	$ 25,000		_____	$ 85,000
_____	50,000/100,000	_____	50,000		_____	100,000
_____	100,000/300,000	_____	100,000		_____	250,000
_____	250,000/500,000	_____	_____ (Other)		_____	350,000
_____	500,000/1,000,000				_____	500,000
_____	_____ (Other)				_____	1,000,000
					_____	_____ (Other)

_____ _____

Signature Of Applicant/Named Insured **Date**

B. Rejection Of Uninsured/Underinsured Motorists Coverage

If you wish to reject Uninsured/Underinsured Motorists Coverage, you may do so by initialing and signing below.

_____ **I reject Uninsured/Underinsured Motorists Coverage.**

(Initials)

_____ _____

Signature Of Applicant/Named Insured **Date**

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POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, (the "Act"), you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
Coverage under your policy may be affected as follows:

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE ACT, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

	I hereby elect to purchase terrorism coverage, subject to the limitations of the Act, for acts of terrorism as defined in the Act, for a prospective premium of $7,170.00
	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant's Signature

Insurance Company

Print Name

Policy Number

Date

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Regular City Council Meeting **7. 20.**

Meeting Date: 09/14/2021

Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing and directing the City Manager to purchase for and on behalf of the City of Lubbock, excess liability insurance coverage from Old Republic Union Insurance Company, for which the premium amount shall not exceed $867,995.19.

Item Summary

Excess liability insurance provides additional liability limits that are in excess of the package liability policies for the following: General liability; Auto liability; Employment practices liability; Employee benefits liability; Law enforcement liability; and Public officials errors and omissions liability.

The current insurance carrier is Old Republic Union Insurance Company. The current annual premium for is $771,157.51 for $7,000,000 of coverage per occurrence and aggregate of $14,000,000 million of annual aggregate coverage.

The renewal quote received was from the City's current carrier, Old Republic Union Insurance Company, for a premium of $867,995.19 for $7,000,000 of coverage per occurrence and a $14,000,000 aggregate. The increase in premium for excess liability is 12.56% over FY 2020-21 premium.

Carriers bind insurance coverage October 1, 2021, after notification of City Council approval. Insurance policies are issued after premiums are received from the City. The policy for the insurance coverage is approved by the Texas Department of Insurance as to content. Current insurance policies are available in Risk Management.

Fiscal Impact

Funds are budgeted in the Proposed FY 2021-22 Risk Management Fund.

Staff/Board Recommending

D. Blu Kostelich, Chief Operating Officer

Attachments

Excess Resolution

Excess Liability

RESOLUTION

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, excess liability insurance coverage from Old Republic Union Insurance Company, for which the premium amount shall not exceed $867,995.19; and

THAT the City Manager may execute any routine documents and forms associated with said insurance coverage.

Passed by the City Council this _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Jeff Hartsell, Deputy City Attorney

vw/RES.Risk Mgmt-Old Republic Union
September 1, 2021

Excess Liability

Insurance Company: Old Republic Union Insurance Company
Policy Term: 10/01/2021 to 10/01/2022
Coverage: Provides additional liability limits that are in excess of the limits provided on specified underlying liability policies.
Annual Premium: **$867,995.19 Estimated**

Coverage Description	Limit
Limit Per Occurrence	$7,000,000
General Aggregate	$14,000,000
Self-Insured Retention	$0

Your coverage follows the policies listed below unless otherwise noted

LIMITS OF INSURANCE – excess of Gemini Insurance Company

AUTOMOBILE LIABILITY:	
AUTOMOBILE LIABILITY PER ACCIDENT:	$7,000,000
GENERAL LIABILITY:	
GENERAL LIABILITY PER OCCURRENCE:	$7,000,000
GENERAL LIABILITY ANNUAL AGGREGATE:	$14,000,000
LAW ENFORCEMENT LIABILITY	
LAW ENFORCEMENT LIABILITY PER OCCURRENCE:	INCLUDED IN GENERAL LIABILITY
LAW ENFORCEMENT LIABILITY ANNUAL AGGREGATE:	$7,000,000 - INCLUDED IN GENERAL LIABILITY
ERRORS AND OMISSIONS LIABILITY:	
ERRORS AND OMISSIONS LIABILITY PER CLAIM:	$7,000,000
ERRORS AND OMISSIONS LIABILITY ANNUAL AGGREGATE:	$7,000,000
EMPLOYMENT PRACTICES RETROACTIVE DATE:	10/01/2020
SEXUAL HARASSMENT LIABILITY RETROACTIVE DATE:	10/01/2020
ERRORS AND OMISSIONS LIABILITY RETROACTIVE DATE:	10/01/2020
SEXUAL ABUSE LIABILITY:	
SEXUAL ABUSE LIABILITY PER OCCURRENCE:	NOT COVERED
SEXUAL ABUSE LIABILITY ANNUAL AGGREGATE:	NOT COVERED
EMPLOYEE BENEFITS LIABILITY:	
EMPLOYEE BENEFITS LIABILITY PER CLAIM:	$7,000,000
EMPLOYEE BENEFITS LIABILITY ANNUAL AGGREGATE:	$7,000,000
EMPLOYEE BENEFITS LIABILITY RETROACTIVE DATE:	10/01/2020
EMPLOYER'S LIABILITY:	
EMPLOYER'S LIABILITY PER ACCIDENT OR DISEASE:	NOT COVERED
EMPLOYER'S LIABILITY ANNUAL AGGREGATE:	NOT COVERED

UNDERLYING INSURANCE

AUTOMOBILE LIABILITY:	
AUTOMOBILE LIABILITY PER ACCIDENT:	$3,000,000
GENERAL LIABILITY:	
GENERAL LIABILITY PER OCCURRENCE:	$3,000,000
GENERAL LIABILITY ANNUAL AGGREGATE:	$3,000,000
LAW ENFORCEMENT LIABILITY	
LAW ENFORCEMENT LIABILITY PER OCCURRENCE:	INCLUDED IN GENERAL LIABILITY
LAW ENFORCEMENT LIABILITY ANNUAL AGGREGATE:	INCLUDED IN GENERAL LIABILITY
ERRORS AND OMISSIONS LIABILITY:	
ERRORS AND OMISSIONS LIABILITY PER CLAIM:	$3,000,000
ERRORS AND OMISSIONS LIABILITY ANNUAL AGGREGATE:	$3,000,000
SEXUAL ABUSE LIABILITY:	
SEXUAL ABUSE LIABILITY PER OCCURRENCE:	NOT COVERED
SEXUAL ABUSE LIABILITY ANNUAL AGGREGATE:	NOT COVERED
EMPLOYEE BENEFITS LIABILITY:	
EMPLOYEE BENEFITS LIABILITY PER CLAIM:	$3,000,000
EMPLOYEE BENEFITS LIABILITY ANNUAL AGGREGATE:	$3,000,000
EMPLOYER'S LIABILITY:	
EMPLOYER'S LIABILITY PER ACCIDENT OR DISEASE:	NOT COVERED
EMPLOYER'S LIABILITY ANNUAL AGGREGATE:	NOT COVERED

Allocated Loss Adjustment Expenses: Outside the Underlying Limits and Outside the Limits of Insurance.

Cancellation: See Endorsement IL 02 75 11 13 – Texas Changes – Cancellation and Nonrenewal Provisions for Casualty Lines and Commercial Package Policies.

Claims Administrator: Claims to be handled by the City of Lubbock. The Claims Administrator may not be changed without prior written approval from Old Republic Specialty Insurance Underwriters.

FORMS AND ENDORSEMENTS ATTACHING TO THE POLICY

FORM NUMBER	FORM NAME
J-05 (01/16)	Signature Page
CX DS 01 09 08	Commercial Excess Liability Declarations
CX 00 01 04 13	Commercial Excess Liability Coverage Form
IL 00 17 11 98	Common Policy Conditions
AR XS 20 00 03 20	Claim Notice
AR XS 20 01 09 19	Service of Process
AR XS 20 06 09 19	Asbestos Exclusion
AR XS 20 11 09 19	Lead Contamination Exclusion
AR XS 20 16 09 19	War Exclusion
AR XS 20 21 09 19	Electromagnetic or Ionizing Radiation Exclusion
AR XS 20 30 09 19	Earth or Land Movement Exclusion
AR XS 20 33 09 19	Water Contamination Exclusion
AR XS 20 46 11 19	Nuclear, Biological, Chemical or Radiological Exclusion
AR XS 20 39 09 19	Specific Dam Exclusion – John T. Montford Dam
CP 01 42 03 12	Texas Changes
CX 21 01 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
CX 21 03 04 13	Total Pollution Exclusion with a Hostile Fire Exception
CX 21 11 04 13	Exclusion – Abuse or Molestation
CX 21 13 04 13	Exclusion – Fungi or Bacteria
CX 21 16 04 13	Exclusion – Silica or Silica-Related Dust
CX 21 17 04 13	Exclusion – Communicable Disease
CX 21 43 05 14	Exclusion – Access or Disclosure of Confidential or Personal Information
CX 21 71 06 15	Exclusion – Unmanned Aircraft
CX 27 00 12 19	Underlying Claims-Made Coverage
IL 01 71 09 07	Texas Changes – Loss Payment
IL 02 75 11 13	Texas Changes – Cancellation and Nonrenewal Provisions for Casualty Lines and Commercial Package Policies
	Terrorism Endorsements

Excluded coverage may be available for an additional premium.

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss.

Agency Bill Payment Options

We sincerely appreciate the opportunity to service your insurance needs. We believe good credit relationships are established by making our clients aware in advance of the terms of our payment procedures.

OUR BASIC PAYMENT PLAN IS THAT ALL PAYMENTS ARE DUE ON OR BEFORE THE EFFECTIVE DATE OF COVERAGE. THERE ARE THREE METHODS OF PAYMENT AVAILABLE:

....CASH ON EFFECTIVE DATE
....PREMIUM FINANCING BY A PREMIUM FINANCE COMPANY
....INSURANCE COMPANY PAYMENT PLAN, IF AVAILABLE

Please note that USI Insurance Services LLC and its subsidiaries and affiliates do not provide customer financing.

In some instances, you will receive invoices covering additions or changes to your coverage, endorsements. These invoices are payable upon receipt. You will receive a monthly statement of your account as a reminder as we realize that it is occasionally possible to miss a payment through oversight. Accounts with payments past due are subject to cancellation for non-payment. This is a serious situation as your insurer may refuse to reinstate coverage even if payment is made later. Accounts are subject, but not limited to, reasonable attorney fees, interest, collection fees and/or court costs incurred in connection with collection of past due balances.

PAYMENTS: Please remember to return the remittance copy of the invoice with your payment in the provided envelope. Otherwise, all payments will be applied to your oldest balance or left as unapplied if we cannot identify the applicable invoice being paid.

CREDITS: Credit invoices may be applied against other invoices due us. Please indicate in your remittance or contact us as to where to apply credit invoices on your account.

These payment procedures will apply for any and all policy renewals or future business written.

If you have any questions concerning our payment procedures or any other matters pertaining to account payments, please contact your insurance representative.

Regular City Council Meeting **7. 21.**

Meeting Date: 09/14/2021

Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing and directing the City Manager to purchase for and on behalf of Lubbock Power and Light, the City's municipal electric utility, property insurance coverage to include boiler and machinery with the insurers as yet to be determined, for which the premium shall not exceed a rate of $0.5557 per $100.

Item Summary

The City purchases property insurance on behalf of Lubbock Power and Light, the City's municipal electric utility, for its structures, contents, and equipment. The coverages include, but are not limited to:

• Special Form Property Policy, formerly known as All Risk, covers direct physical loss up to $552,526,095, which is the estimated total value of all electric utility structures, contents, and equipment.
• Boiler and machinery insurance provides coverage for the mechanical failure and damage to generating equipment, boilers, heating, ventilating, air conditioning equipment, pumps and other mechanical equipment, excluding wear and tear.
• Flood and earthquake coverage to include high hazard zones
• All property and contents
• Mobile equipment and vehicles
• Business Interruption coverage

The City, on behalf of LP&L, currently utilizes a layered coverage program including AEGIS, Axis Surplus Insurance Company, Ren Re Synd. 1458, SCOR UK Company Limited, Syndicate 1221 – Navigators, Inter Hannover, Syndicate 2001- MS Amlin, Syndicate 1200 – Argo, Syndicate 1301 – StarStone, Arch Ins Co (Europe) Ltd., Syndicate 1686 – Axis, Ironshore Bermuda, and Helvetia.

The non-generating property deductible remains flat at $1,000,000 per occurrence. Generating property deductibles range from $250,000 to $1,000,000 per occurrence. The current rate for this coverage is 0.4746 per $100 valuation and a premium of $2,183,600.

Current year and proposed premium is a combination of property and boiler & machinery coverage. The bundling of the property and boiler and machinery coverages affords the electric utility greater coverage and allows access to loss prevention services that include state inspections for their boilers, and infrared thermographic testing, oil analysis, and Doble testing on electric generating and distribution equipment.

The City's broker is working to secure quotes for this coverage. Approving this insurance coverage on a rate basis allows the City Manager the ability to add and remove properties, as necessary, to maintain an accurate property valuation.

Carriers bind insurance coverage October 1, 2021, after notification of City Council approval. Insurance policies are issued after premiums are received from the City. The policy for the insurance coverage is

approved by the Texas Department of Insurance as to content. Current insurance policies are available in Risk Management.

Fiscal Impact

Funds are budgeted in the Proposed FY 2021-22 Risk Management Fund.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

LP&L Property Resolution

LPL Property (r)

RESOLUTION

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to purchase for and on behalf of Lubbock Power and Light, the City's municipal electric utility, property insurance coverage to include boiler and machinery with insurers as yet to be determined, for which the premium amount shall not exceed a rate of .5557 per $100.00; and

THAT the City Manager may execute any routine documents and forms associated with said insurance coverage.

Passed by the City Council this _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Jeff Hartsell, Deputy City Attorney

RES.Risk Mgmt-LP&L Property Ins.
September 7, 2021

9/2/2020

Lubbock Power & Light, the City of Lubbock's municipally owned electric utility				
Policy Year	**2020-2021**			
Description	Values:	Rates	Premium	Surplus Lines Tax & Fee
Property Damage including Business Interru	$552,526,095	$0.5158	$2,850,000	$142,500
Standalone Terrorism Policy	**$552,526,095**	**$0.0040**	**$22,000**	**$1,100**
Loss Control Services	**Services provided by AEGIS**		**$15,000**	**$0**
Placement Service Fee	**Services provided by Wortham**		**$40,000**	**$0**
APPA Marketing Fee	-		**$0**	**$0**
Loss Control Services (Premium Credit)	**Carriers reimburse up to 2.5% of premium**		**TBD**	**$0**
Annual Property Premium Including: Taxes/Fees/Additional Services/Terrorism	**$3,070,600**			
All in Property Rate Per $100 Insured	$0.5557			

LUBBOCK POWER & LIGHT

MARSH | Wortham

Regular City Council Meeting **7. 22.**

Meeting Date: 09/14/2021

Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, coverage from a carrier as yet to be determined, for which the premium amount shall not exceed $114,393.

Item Summary

In addition to the City's internal methods of data breach prevention, Network Security and Privacy Insurance coverage would further protect the City from information privacy and network security breaches by providing coverage for Privacy Liability, Network Security, and Media Liability and Regulatory action.

The City's current coverage is written by Certain Underwriters at Lloyd's of London, with a policy premium of $67,290 for a $5,000,000 limit with a self-insurance retention of $50,000. The City's broker is working to secure quotes for this coverage.

Carriers bind insurance coverage October 1, 2021, after notification of City Council approval. Insurance policies are issued after premiums are received from the City. The policy for the insurance coverage is approved by the Texas Department of Insurance as to content. Current insurance policies are available in Risk Management.

Fiscal Impact

Funds are budgeted in the Proposed FY 2021-22 Risk Management Fund.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Cyber Resolution

Cyber Liability

RESOLUTION

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, Network Security Privacy Insurance coverage from a carrier, who is yet to be determined, for which the premium amount shall not exceed $114,393; and

THAT the City Manager may execute any routine documents and forms associated with said insurance coverage.

Passed by the City Council this _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
D. Blue Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Jeff Hartsell, Deputy City Attorney

RES.Risk Mgmt-Network Security Privacy Ins.
September 7, 2021

Cyber Liability

Insurance Company: TBD w/ Marsh/Wortham PowerGen Program
Policy Term: 10/01/2021 to 10/01/2022
Coverage: Cyber Liability insurance protects the organization from losses due to Notification expenses, Business Interruption expenses, Cyber extortion or ransom and regulatory fines and penalties to name a few coverage clauses that address first and third party losses from a cyber attack.

Privacy Liability insurance coverage protects businesses against the liabilities and expenses arising from a theft, loss of unauthorized use of personal information (PI), personal health information (PHI) or corporate confidential (CC) information.

Annual Premium: **$114,393.00 – Including Taxes & Fees**

Coverage Description	Limit/Sublimit	Retention
Aggregate Policy Limit	**1,000,000**	
Security & Privacy Liability	1,000,000	50,000
Multimedia & Intellectual Property Liability	1,000,000	50,000
Technology Services	N/A	N/A
Miscellaneous Professional Services	N/A	N/A
Network Interruption and Recovery	1,000,000	50,000 8 Hours
Event Support Expenses	1,000,000	50,000
Privacy Regulatory Defense & Penalties	1,000,000	50,000
Network Extortion	1,000,000	50,000
*Electronic Theft	100,000	N/A
*Computer Fraud per Single Loss	2,000,000	25,000
*Funds Transfer Fraud per Single Loss	2,000,000	25,000
*Telecommunications Fraud	100,000	25,000
*Social Engineering Fraud	100,000	25,000
Reputational Damage	1,000,000	50,000
Endorsed Coverages	**Limit**	**Retention**
PCI Fines	1,000,000	50,000
Dependent Network Interruption & Recovery	100,000	25,000
Bricking	100,000	50,000

**Travelers Crime Policy Limits*

Regular City Council Meeting **7. 23.**

Meeting Date: 09/14/2021

Information

Agenda Item

Ordinance 2nd Reading - Right-of-Way: Consider Ordinance No. 2021-O0128, abandoning and closing portions of 7th, 8th, 9th, and 10th Streets and portions of alleys located in Blocks 63, 79, and 95, Original Town of Lubbock, Lubbock County, Texas.

Item Summary

On September 7, 2021, the City Council approved the first reading of the ordinance.

The City of Lubbock is in receipt of a request to abandon and close portions of 7th, 8th, 9th, and 10th streets and alleys, and portions of the alleys located in Blocks 63,79, and 95 Original Town.

The total area being closed is 197,893.08 (4.543 ac) square feet. The Right-of-Way Department valued the closure at $0.30 per square foot based on adjacent property land values, for a value of $59,367.92 due to the City. Utility easements will be dedicated back to the City at no cost; therefore, there will be a 50% credit for a total due to the City of $29,683.96.

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

Fiscal Impact

Revenue of $29,683.96 to the General Fund

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

ROW - Abandon and Close Portions of 7th 8th 9th 10th

Exhibit A - Closures, Portions of Streets and Alleys, Original Town

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING PORTIONS OF 7TH, 8TH, 9TH, AND 10TH STREETS AND PORTIONS OF AVENUE B AND PORTIONS OF THE ALLEYS LOCATED IN BLOCKS 63, 79, AND 95, ORIGINAL TOWN OF LUBBOCK TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 5, PAGE 385, DEED RECORDS OF LUBBOCK COUNTY, TEXAS WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; RESERVING A UTILITY EASEMENT AND A STORM WATER DRAINAGE EASEMENT; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING AND RESERVATION; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

SECTION 2. THAT an easement is hereby reserved on the property described in Section 1, above, and such easement is reserved and retained for utility easement purposes and storm water drainage easement purposes with the right of ingress and egress at all times for such purpose, and an easement is also reserved for any and all existing pipelines or other utilities within said property together with all rights appurtenant to the continuation of such utilities.

SECTION 3. THAT the City Engineer is hereby authorized and directed to mark the official maps of the City of Lubbock to reflect said abandonment and closing, showing the number of this Ordinance and the date of its final passage.

SECTION 4. THAT should any section, paragraph, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ 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:

_____ FOR MIKE KEENUM
Michael Keenum, P.E., Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

Ord.A&C-Streets & Alleys Original Town of Lubbock (Fair Grounds)
8.2.21

ABACUS ENGINEERING SURVEYING
Texas Surveying No. 101153-00
Texas Engineering Firm No. 4368

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670

"Count on it"

EXHIBIT "A"

FIELD NOTE DESCRIPTION of parts of 7th, 8th, 9th 10th Streets and Part of Avenue B and alleys in Blocks 63, 79 and 95, Original Town of Lubbock to the City of Lubbock, Lubbock County, Texas, According to the Map, Plat and/or Dedication Deed thereof Recorded in Volume 5, Page 385, Deed Records of Lubbock County, Texas proposed to be closed and further described as follows:

BEGINNING at a set 1/2" iron rod with green cap marked RPLS 4460, hereinafter referred to as Abacus Cap, for the Northeast corner of Lot 20, Block 95, Original Town of Lubbock and an Easterly corner of this tract;

THENCE N 88°20'37" W, with the South line of 9th Street, 125.00 feet to a set Abacus Cap for a corner of this tract;

THENCE S 01°42'23" W, with the East line of an alley, 260.00 feet to a set Abacus Cap for a corner of this tract;

THENCE N 88°20'37" W, 20.00 feet to a corner of this tract;

THENCE N 01°42'23" E, with the West line of an alley, 260.00 feet to a corner of this tract;

THENCE N 88°20'37" W, with the South line of 9th Street, 125.00 feet to a found 1/2" iron rod for a corner of this tract;

THENCE S 01°42'23" W, with the East line of Avenue B, 260.00 feet to a found 1/2" iron rod on the Southeast side of a found iron pipe for a corner of this tract;

THENCE N 88°20'37" W, 75.00 feet to a set Abacus Cap at the Southeast corner of Lot 11, Block 94, Original Town of Lubbock for a corner of this tract;

THENCE S 01°42'23" W, 75.00 feet to a set Abacus Cap for the most Southerly Southeast corner of this tract;

THENCE N 88°20'37" W, with the South line of 10th Street, 125.00 feet to a set Abacus Cap for the most Southerly Southwest corner of this tract;

THENCE N 01°42'23" E, 75.00 feet to a corner of this tract;

THENCE S 88°20'37" E, with the North line of 10th Street, 125.00 feet to a corner of this tract;

THENCE N 01°42'23" E, with the West line of Avenue B, 260.00 feet to a corner of this tract;

THENCE N 88°20'37" W, with the South line of 9th Street, 125.00 feet to a set Abacus Cap for a corner of this tract;

THENCE N 01°42'23" E, 75.00 feet to a corner of this tract;

THENCE S 88°20'37" E, with the North line of 9th Street, 125.00 feet to a corner of this tract;

THENCE N 01°42'23" E, with the West line of Avenue B, 260.10 feet to a corner of this tract;

THENCE N 88°20'37" W, with the South line of 8th Street, 125.00 feet to a set Abacus Cap for a corner of this tract;

THENCE N 01°42'23" E, 75.00 feet to a set Abacus Cap for a corner of this tract;

THENCE S 88°20'37" E, with the North line of 8th Street, 125.00 feet to a corner of this tract;

THENCE N 01°42'23" E, with the West line of Avenue B, 260.10 feet to a corner of this tract;

THENCE N 88°20'37" W, with the South line of 7th Street, 125.00 feet to a corner of this tract;

THENCE N 01°42'23" E, 75.00 feet to a set Abacus Cap for a Northwesterly corner of this tract;

THENCE S 88°20'37" E, with the North line of 7th Street, 125.00 feet to a corner of this tract;

THENCE N 01°42'23" E, with the West line of Avenue B, 260.11 feet to a found 1/2" iron pipe for the most Northerly Northwest corner of this tract;

THENCE S 88°20'37" E, 75.00 feet to a found 3/8" iron rod on the South side of a 1" iron rod for the most Northerly Northeast corner of this tract from which a found iron rod with yellow cap bears N 05° W, 3.68 feet;

THENCE S 01°42'23" W, with the East line of Avenue B, 260.11 feet to a corner of this tract;

THENCE S 88°20'37" E, with the North line of 7th Street, 125.00 feet to a set Abacus Cap for a corner of this tract;

THENCE S 01°42'23" W, 75.00 feet to a set Abacus Cap for a corner of this tract;

THENCE N 88°20'37" W, with the South line of 7th Street, 20.00 feet to a corner of this tract;

THENCE S 01°42'23" W, with the East line of an alley, 260.10 feet to a corner of this tract;

THENCE S 88°20'37" E, with the North line of 8th Street, 125.00 feet to a cut "X" in concrete for a corner of this tract;

THENCE S 01°42'23" W, 75.00 feet to a set nail and washer marked Abacus Eng. RPLS 4460 for a corner of this tract;

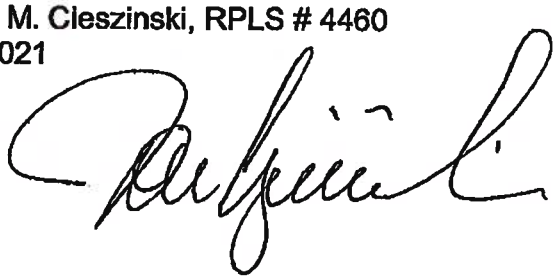
THENCE N 88°20'37" W, with the South line of 8th Street, 125.00 feet to a corner of this tract;

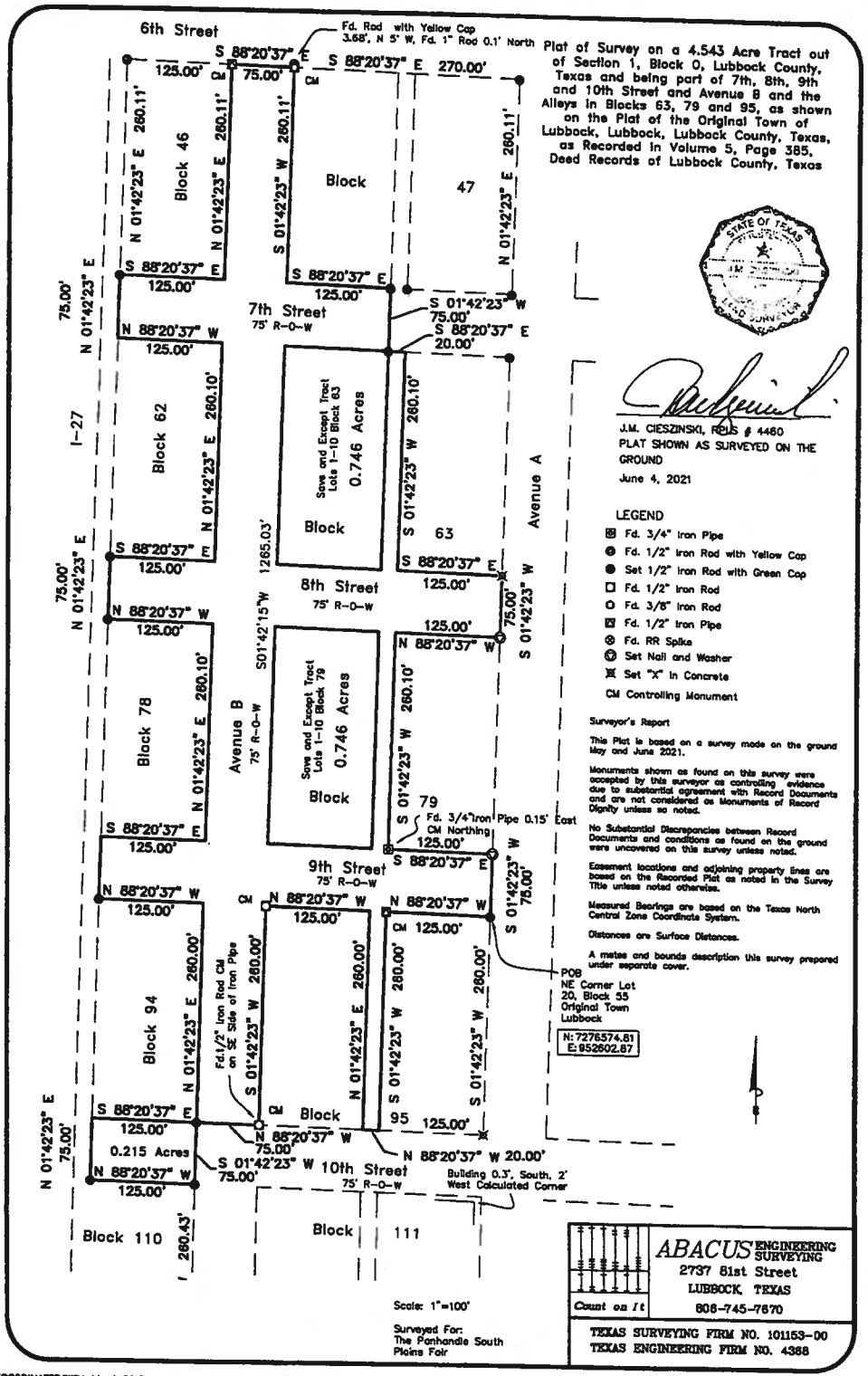
THENCE S 01°42'23" W, with the East line of an alley, 260.10 feet to a corner of this tract from which a found 3/4" iron pipe bears East 0.15 feet;

THENCE S 88°20'37" E, with the North line of 9th Street, 125.00 feet to a set nail and washer for the Southeast corner of Lot 11, Block 79 and a corner of this tract;

THENCE S 01°42'23" W, 75.00 feet to the PLACE of BEGINNING and containing 5.288 acres SAVE and EXCEPT 0.746 acres in Lots 1-10, Block 79 for a net acreage of 4.543 acres.

These Notes are based on a survey made on the ground and shown on a plat of even date herewith.
Jonathan M. Cieszinski, RPLS # 4460
June 4, 2021





Plat of Survey on a 4.543 Acre Tract out of Section 1, Block O, Lubbock County, Texas and being part of 7th, 8th, 9th and 10th Street and Avenue B and the Alleys in Blocks 63, 79 and 95, as shown on the Plat of the Original Town of Lubbock, Lubbock, Lubbock County, Texas, as Recorded in Volume 5, Page 385, Deed Records of Lubbock County, Texas

STATE OF TEXAS
J.M. CIESZINSKI
4460
REGISTERED
LAND SURVEYOR

J.M. CIESZINSKI, RPLS # 4460
PLAT SHOWN AS SURVEYED ON THE GROUND
June 4, 2021

LEGEND

- Fd. 3/4" Iron Pipe
- Fd. 1/2" Iron Rod with Yellow Cap
- Set 1/2" Iron Rod with Green Cap
- Fd. 1/2" Iron Rod
- Fd. 3/8" Iron Rod
- Fd. 1/2" Iron Pipe
- Fd. RR Spike
- Set Nail and Washer
- Set "X" in Concrete

CM Controlling Monument

Surveyor's Report

This Plat is based on a survey made on the ground May and June 2021.

Monuments shown as found on this survey were accepted by this surveyor as controlling evidence due to substantial agreement with Record Documents and are not considered as Monuments of Record Dignity unless so noted.

No Substantial Discrepancies between Record Documents and conditions as found on the ground were uncovered on this survey unless noted.

Easement locations and adjoining property lines are based on the Recorded Plat as noted in the Survey Title unless noted otherwise.

Measured Bearings are based on the Texas North Central Zone Coordinate System.

Distances are Surface Distances.

A metes and bounds description this survey prepared under separate cover.

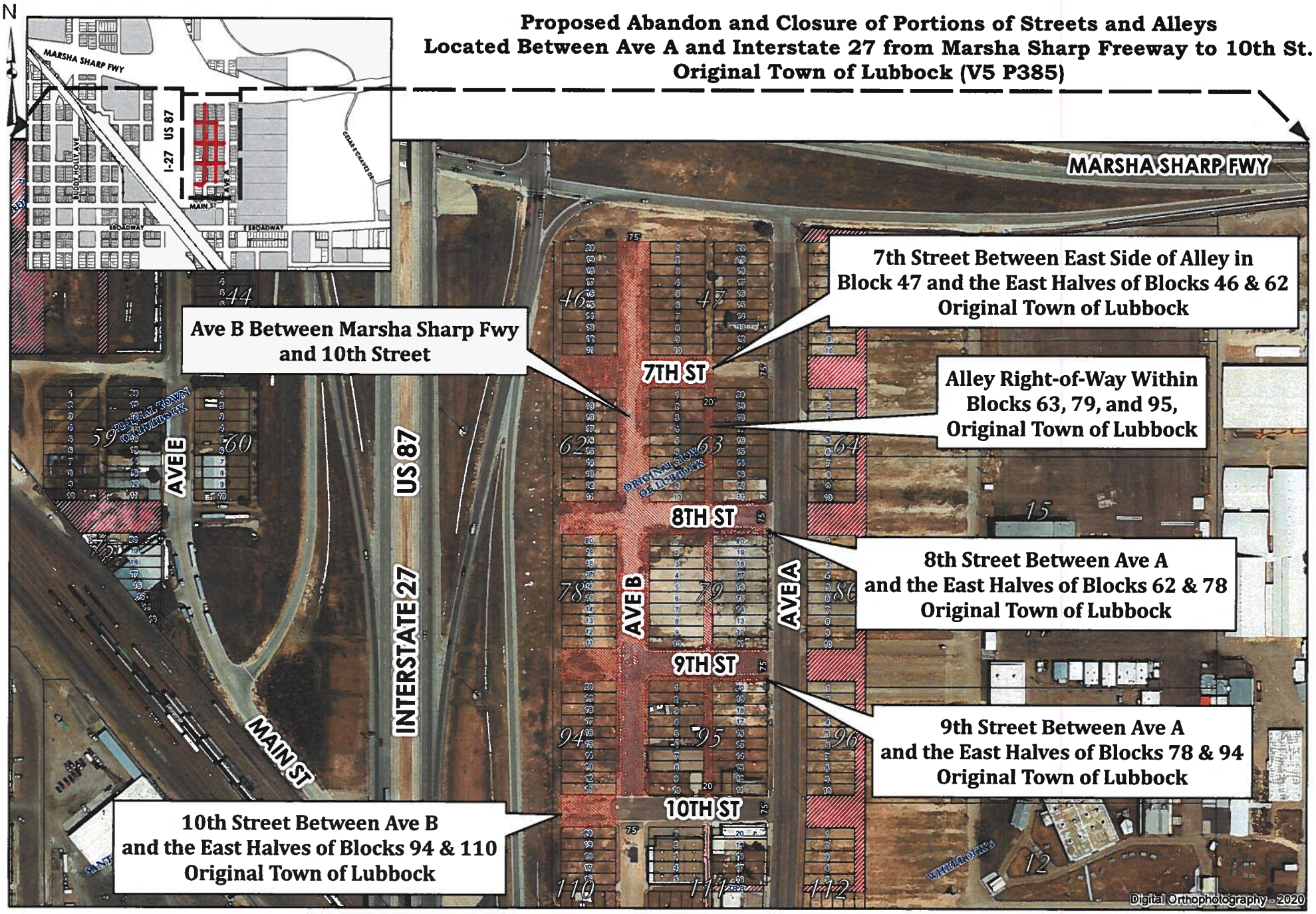
Scale: 1"=100'

Surveyed For:
The Panhandle South Plains Fair

ABACUS ENGINEERING SURVEYING
2737 81st Street
LUBBOCK, TEXAS
Count on It
806-745-7670
TEXAS SURVEYING FIRM NO. 101153-00
TEXAS ENGINEERING FIRM NO. 4388

S:\COORDINATES\PTS\Lubbock\ORIGINAL TOWN\Avenue B Closure.dwg, 6/4/2021 10:01:23 AM, SHARP MX-2300N PCL6

Proposed Abandon and Closure of Portions of Streets and Alleys Located Between Ave A and Interstate 27 from Marsha Sharp Freeway to 10th St. Original Town of Lubbock (V5 P385)



0 100 200 400 600 Feet

Proposed ROW Abandon and Closure

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

City of Lubbock TEXAS

Regular City Council Meeting **7. 24.**

Meeting Date: 09/14/2021

Information

Agenda Item

Ordinance 1st Reading - Right-of-Way: Consider an ordinance abandoning and closing an Underground Water Line Easement on Lot 45-C, Northridge Addition, located at 3106 Canyon Road, Lubbock County, Texas.

Item Summary

The City of Lubbock is in receipt of a request to abandon and close a 10-foot Underground Water Line Easement, located in Lot 45-C Northridge, Lubbock County, Texas. The water line easement was dedicated by plat Lot 45-49, Northridge Addition, and is no longer needed.

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

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

ROW - Abandon and Close Underground Utility Easement, Lot 45-C Northridge

Exhibit A - Closure of a Underground Utility Easement - Lot 45-C Northridge

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING AN UNDERGROUND WATER LINE EASEMENT LOCATED ON LOT 45-C, NORTHRIDGE ADDITION, LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

AND IT IS SO ORDERED.

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

Passed by the City Council on second reading this ____day of _____, 2021.

_____
DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

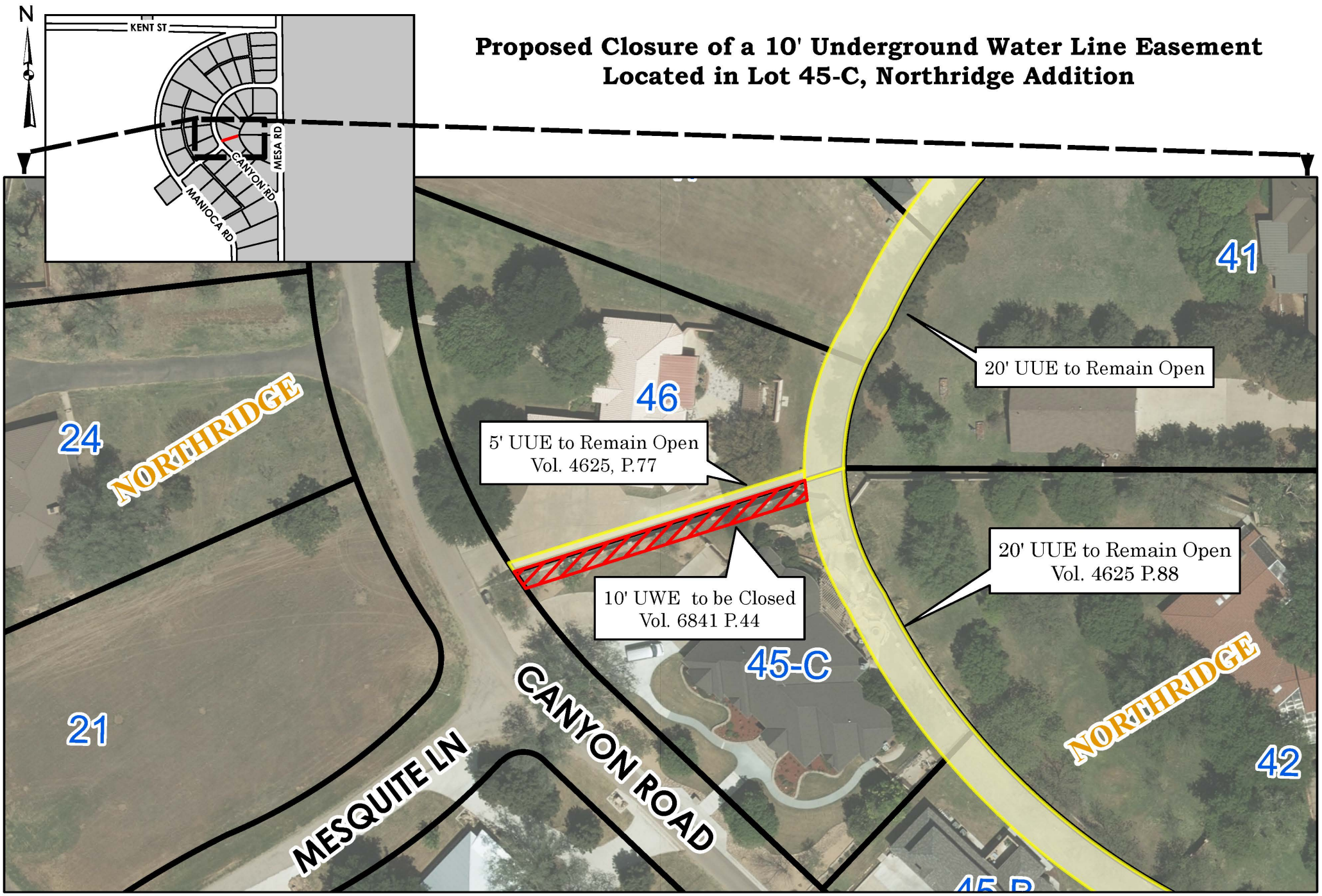
Michael Keenum, P.E., Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

Ryan Brooke, Assistant City Attorney

Ord.A&C-Underground Water Line Easement, Northridge Addition
8.20.21

Proposed Closure of a 10' Underground Water Line Easement Located in Lot 45-C, Northridge Addition



Feet
0 50 100

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

City of Lubbock TEXAS

Digital Orthophotography - April 2020

Regular City Council Meeting **7. 25.**

Meeting Date: 09/14/2021

Information

Agenda Item

Ordinance 1st Reading - Right-of-Way: Consider an ordinance abandoning and closing a portion of a Drainage Easement, located in Section 1, Block AK, Viridian Addition, Lubbock County, Texas.

Item Summary

The City of Lubbock is in receipt of a request to abandon and close a portion of a Drainage Easement, described in County Clerk File Number 2017012762, located on Lots 337-344 and along Canton Avenue, adjacent to Lots 306-307, Viridian Addition, Section 1, Block AK, Lubbock County, Texas.

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

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

ROW - Abandon and Close Portion of Drainage Easement, Section 1, Block AK

ROW Exhibit A- Drainage Easement, Sec 1, Blk AK - Viridian

Map - Closure of a Portion of a Drainage Easement - Section 1 Block AK

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A PORTION OF A DRAINAGE EASEMENT LOCATED IN SECTION 1, BLOCK AK, LUBBOCK COUNTY, TEXAS AS DESCRIBED IN COUNTY CLERK FILE NUMBER 2017012762 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

AND IT IS SO ORDERED.

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

Passed by the City Council on second reading this ____day of _____, 2021.

_____
DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Ryan Brooke, Assistant City Attorney

Ord.A&C-Drainage Easements-Viridian Addition
8.20.21

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

LAND SURVEYORS
CIVIL ENGINEERS

EXHIBIT "A"

DRAINAGE EASEMENT CLOSURE

METES AND BOUNDS DESCRIPTION of a 1.323 acre tract of land located in Section 1, Block AK, Lubbock County, Texas, being a portion of that drainage easement described under County Clerk File Number 2017012762 (CCFN),Official Public Records of Lubbock County, Texas (OPRLCT), being further described as follows:

BEGINNING at a point for the Southeast corner of this tract which bears S. 01°51'21" W. a distance of 1316.40 feet and N. 88°07'53" W. a distance of 1431.01 feet from the Northeast corner of Section 1, Block AK, Lubbock County, Texas;

THENCE N. 88°07'53" W., at 5.00 feet pass a 1/2" iron rod with cap marked "HUGO REED & ASSOC." found in the North right-of-way line of 134th Street as dedicated by plat recorded under CCFN 2017012761, OPRLCT, continuing along the North right-of-way line of said 134th Street for a total distance of 65.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." found;

THENCE S. 46°51'44" W., continuing along the North right-of-way line of said 134th Street, a distance of 21.21 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." found;

THENCE N. 88°07'53" W., continuing along the North right-of-way line of said 134th Street, a distance of 436.01 feet to a point for the Southwest corner of this tract;

THENCE N. 01°51'21" E. a distance of 65.00 feet to a point for the most Westerly Northwest corner of this tract;

THENCE S. 88°07'53" E. a distance of 401.01 feet to a point;

THENCE N. 46°51'44" E. a distance of 70.70 feet to a point;

THENCE N. 01°51'21" E. a distance of 318.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." found at the most Northerly Northwest corner of this tract;

THENCE S. 88°07'53" E. a distance of 65.00 feet to a point for the Northeast corner of this tract;

THENCE S. 01°51'21" W. a distance of 418.00 feet to the Point of Beginning.

Bearings are relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, 2011 (epoch 2010.0). Distances are Surface, U.S. Survey Feet.

Contains: 57,622 square feet

February 19, 2021

STATE OF TEXAS
REGISTERED
ROBERT A. CHRISTOPHER
5167
PROFESSIONAL
LAND SURVEYOR

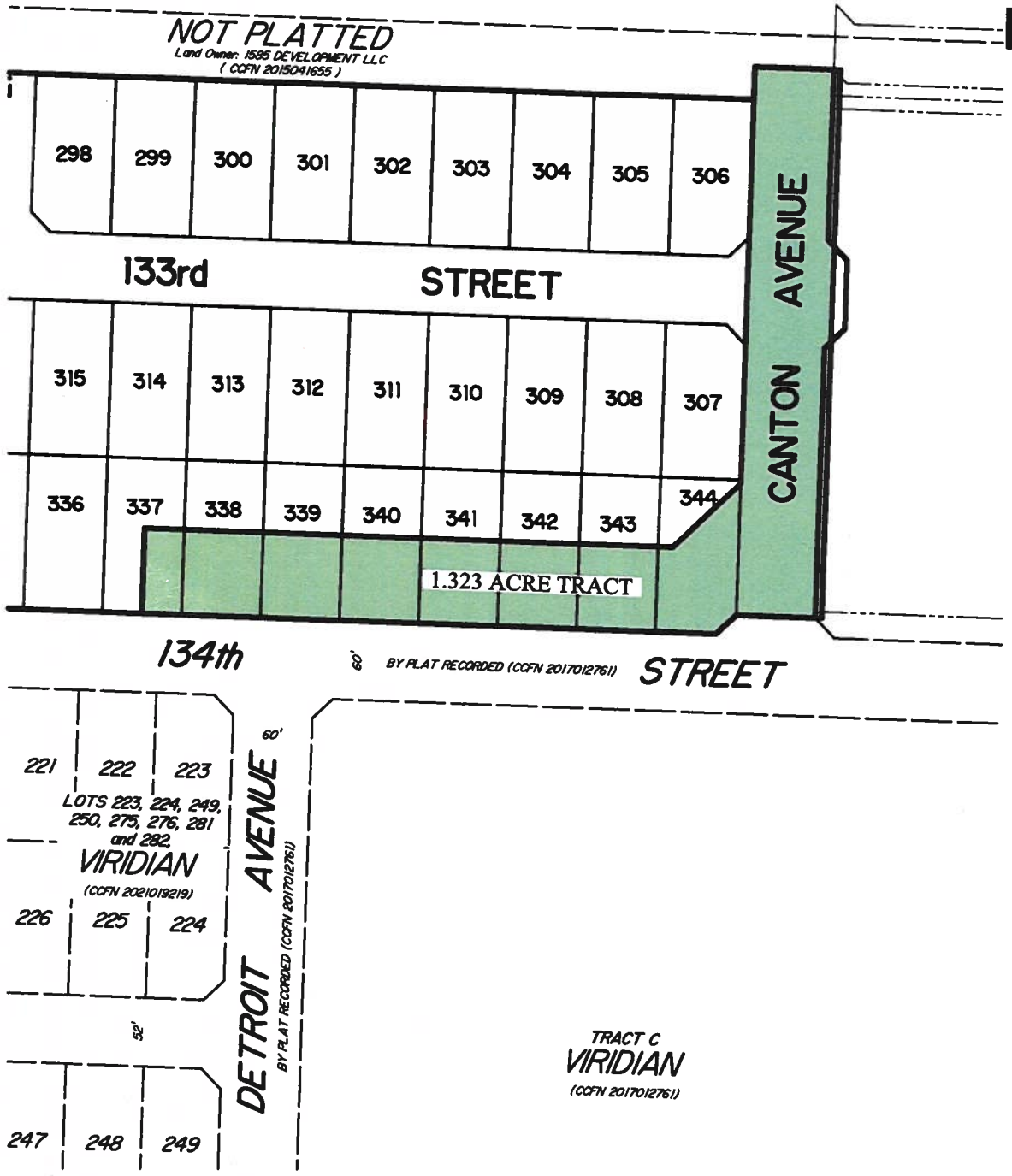
Robert A. Christopher
Registered Professional Land Surveyor No. 5167
Licensed State Land Surveyor
State of Texas

DRAINAGE EASEMENT CLOSURE

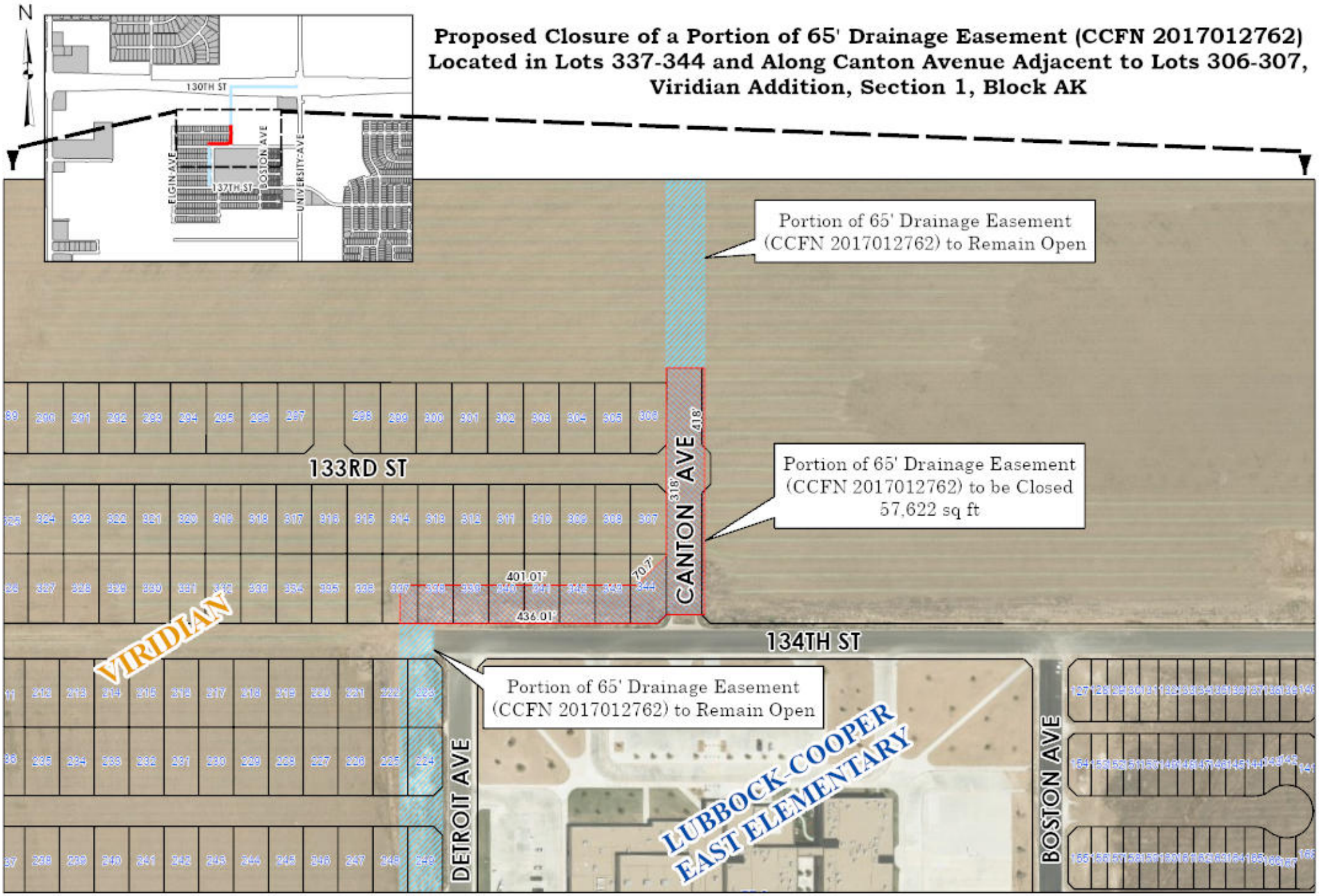
(SHADED AREA)

VIRIDIAN

SECTION 1, BLOCK AK,
LUBBOCK COUNTY, TEXAS



Proposed Closure of a Portion of 65' Drainage Easement (CCFN 2017012762) Located in Lots 337-344 and Along Canton Avenue Adjacent to Lots 306-307, Viridian Addition, Section 1, Block AK



Feet

0 50 100 200 300 400 500 600

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

City of Lubbock TEXAS

Digital Orthophotography - April 2020

Regular City Council Meeting **7. 26.**

Meeting Date: 09/14/2021

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a Street Use License, with Miguels Holdings LLC, to locate a business sign within the street right-of-way at 2002 Broadway.

Item Summary

This Street Use License is for the use of a portion of dedicated right-of-way, for a sign that is perpendicular to the attached building. The sign is located adjacent to 2002 Broadway, known as Block 41, Lot 23, Overton Addition, Lubbock County, Texas. The minimum license fee of $100 per year will apply to the encroachment. The term of this license shall be for 5 years, and shall be automatically extended for successive 5-year terms, not to exceed 20 years. The license fee for each 5-year period is $500.

Fiscal Impact

$500 revenue every 5 years to the General Fund

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution - Street Use License, Miguels Holdings LLC, Lot 23, Block 41, Overton

Street Use License - Miguels Holdings LLC - Lot 23 Block 41 Overton

Exhibit A - Street Use License - Miguels Holdings LLC - Lot 23 Block 41 Overton

ROW Map - Street Use License - Miguels Holding LLC

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Street Use License by and between the City of Lubbock and Miguels Holdings LLC, and related documents. Said License 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:

Yoltan Ferede for Mike Keenum
_____
Michael Keenum, P.E., Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

ccdocs/RES.Street Use License-Miguels Holdings LLC
8.26.21

STREET USE LICENSE

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

This License made this _____ day of _____, 2021, being the date of this Agreement between the **CITY OF LUBBOCK, TEXAS,** a Home Rule Municipal Corporation, and **MIGUELS HOLDINGS LLC,** hereinafter called "LICENSEE."

WITNESSETH:

Subject to the terms, conditions, and provisions herein, the **CITY OF LUBBOCK** does hereby grant to the LICENSEE, the right, privilege and License to use a portion of dedicated right-of-way for a sign that is perpendicular to the attached building, and being further described in Exhibit "A."

The term of this License shall be for five (5) years from date hereof, and shall be automatically extended for successive five (5) year terms not to exceed twenty (20) years in any event unless either party shall give written notice of termination to the other party before the expiration of the first, second or third five (5) year term, as the case may be, and the CITY OF LUBBOCK retains the right at its election to cancel and revoke this License, with or without cause, upon thirty (30) days notice to LICENSEE. Said notice shall be deemed properly served if deposited in the post office, postage paid, addressed to LICENSEE at **2002 Broadway Street, Lubbock, Texas 79401,** or the last known address of LICENSEE.

Upon the expiration or cancellation and revocation of this License by the CITY OF LUBBOCK, or the abandonment of this License by the LICENSEE, the improvements that are permitted under this License shall be removed by the LICENSEE and the property shall be restored to its original condition at no cost or expense to the CITY OF LUBBOCK. In the event LICENSEE fails or refuses to remove such improvements after demand by the CITY OF LUBBOCK, the CITY OF LUBBOCK shall take possession and remove or cause to be removed such improvements, and the expense incurred shall be assessed against LICENSEE, for which LICENSEE shall be liable.

1. LICENSEE shall pay to the CITY OF LUBBOCK as compensation for such grant the sum of FIVE HUNDRED AND NO/100 ($500.00) cash in advance contemporaneously with the acceptance and execution hereof by LICENSEE for the first five (5) year term of this License, and thereafter such rate of compensation may be changed for each succeeding five (5) year term by the CITY OF LUBBOCK to a rate of compensation which is based on procedures and policies as established by the City Council of the CITY OF LUBBOCK, based on an appraisal of the fair market value of such land by the Right-of-Way Department of the CITY OF LUBBOCK, as applied to the formula for determining such rate established by the City Council. If such rate is not changed by the CITY OF LUBBOCK, the rate for the preceding five (5) year term shall apply. The CITY OF LUBBOCK shall notify the LICENSEE of any change in rates in writing ninety (90) days before the start of the five (5) year term to which such change in rate shall apply, and if such notification is not made, then the rate for the preceding five (5) year term shall apply.

2. The LICENSEE agrees to pay all costs arising out of the exercise of this License herein granted including, but not limited to, the cost of cleanup of any oil, hazardous substance, or other material, the replacement and repair of paving, sidewalks and utilities of any nature damaged as a result of the construction authorized by the License.

3. In the event the CITY OF LUBBOCK determines that the License herein granted interferes with or causes the rerouting or realignment of any public utility, franchised utility or sanitary or storm sewer line constructed or to be constructed by the CITY OF LUBBOCK or franchised utility, LICENSEE agrees to reimburse the CITY OF LUBBOCK or such utility, as the case may be, for its expense in relocating or rerouting over and above the expense which would have been incurred except for LICENSEE'S use herein.

4. This License is not transferable by the LICENSEE without first receiving the written consent of the City Manager of the CITY OF LUBBOCK.

5. This License is made subject to the condition that should the LICENSEE exercise any right under this License and prepare or begin or complete any part of the construction as herein contemplated across any or all of the above described property, then and in that event, said LICENSEE, its successors and assigns, will at all time defend, indemnify and otherwise hold the CITY OF LUBBOCK, its agents, servants and employees harmless from any and all claims, demands, actions, causes of action and suits at law or in equity of whatsoever kind or nature which may grow out of or be related to the making of this License or the construction or maintenance use permitted herein. The CITY OF LUBBOCK, at its option, may require an agreement with any contractors hired by LICENSEE to perform the construction, repair or maintenance permitted herein, which agreement will indemnify the CITY OF LUBBOCK from and against all claims, liability, cost and expense growing out of the performance of the work to be done by such contractors. The CITY OF LUBBOCK may further require any of said contractors, when engaged in the construction, repair or maintenance permitted herein, to furnish, without expense to the CITY OF LUBBOCK, a reliable surety bond, in an amount and in a form satisfactory to the said CITY OF LUBBOCK, guaranteeing the faithful performance of all the terms, covenants and conditions contained in said agreement, and a certified copy of a policy of public liability insurance assumed by said contractors in said agreement with the CITY OF LUBBOCK. The CITY OF LUBBOCK agrees to give notice to LICENSEE prior to incurring any costs or expenses or the payment of any such claims or demands in order to give LICENSEE a reasonable opportunity to settle or adjust the same.

6. LICENSEE agrees and is required to furnish a policy of public liability and property damage insurance within limits specified by and in a form satisfactory to the City Attorney for the CITY OF LUBBOCK, and which names the CITY OF LUBBOCK as the insured, said policy covering the uses herein granted.

General Liability Insurance. Owner shall maintain general liability insurance with a combined single limit of a minimum of $100,000 per occurrence and such insurance shall include the following:

- Bodily Injury and Property Damage
- Broad Form Contractual Liability

Owner shall provide a Certificate of Insurance to the City of Lubbock as evidence of the required insurance coverage. The Certificate will provide 30 days notice of cancellation. Such Certificate of Insurance shall name the City of Lubbock as an additional insured and must include wording which states that the policy shall be primary with respect to any insurance carried by City of Lubbock and be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

7. All of the covenants and provisions of this License shall be binding upon and inure to the benefit of the successors, legal representatives, assigns and the duly authorized agents and contractors of the parties hereto to the same extent and effect as the same are binding upon and inure to the benefit of the parties hereto, but no assignment hereof by the LICENSEE, its successors or assigns shall be binding upon the CITY OF LUBBOCK without the consent of the CITY OF LUBBOCK in each instance, except as specified in numbered paragraph four (4).

8. LICENSEE, by the acceptance of the uses permitted herein, understands and agrees that no interest, title or rights of possession are intended or implied except those expressly set forth herein, and LICENSEE waives any and all claims in and to the public way it is permitted to use hereby and agrees to give peaceful possession of said property covered herein upon termination or cancellation of this license. No interest for real property is conveyed or granted by this License.

9. The CITY OF LUBBOCK 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 OF LUBBOCK 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.

AGREED TO AND ACCEPTED this 30th day of August, 2021.

CITY OF LUBBOCK:

_____

DANIEL M. POPE, MAYOR

MIGUELS HOLDINGS LLC:

By: _____

Printed Name: Kelly Tucker

Title: General Manager

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Kelly Feleete for Mike Keenum
Michael Keenum, P.E., Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

Ryan Brooke, Assistant City Attorney

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **Daniel M. Pope,** Mayor of the City of Lubbock, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

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

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

THE STATE OF TEXAS §

COUNTY OF Lubbock §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Kelly Tucker, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as an act and deed of said **MIGUELS HOLDINGS LLC.**

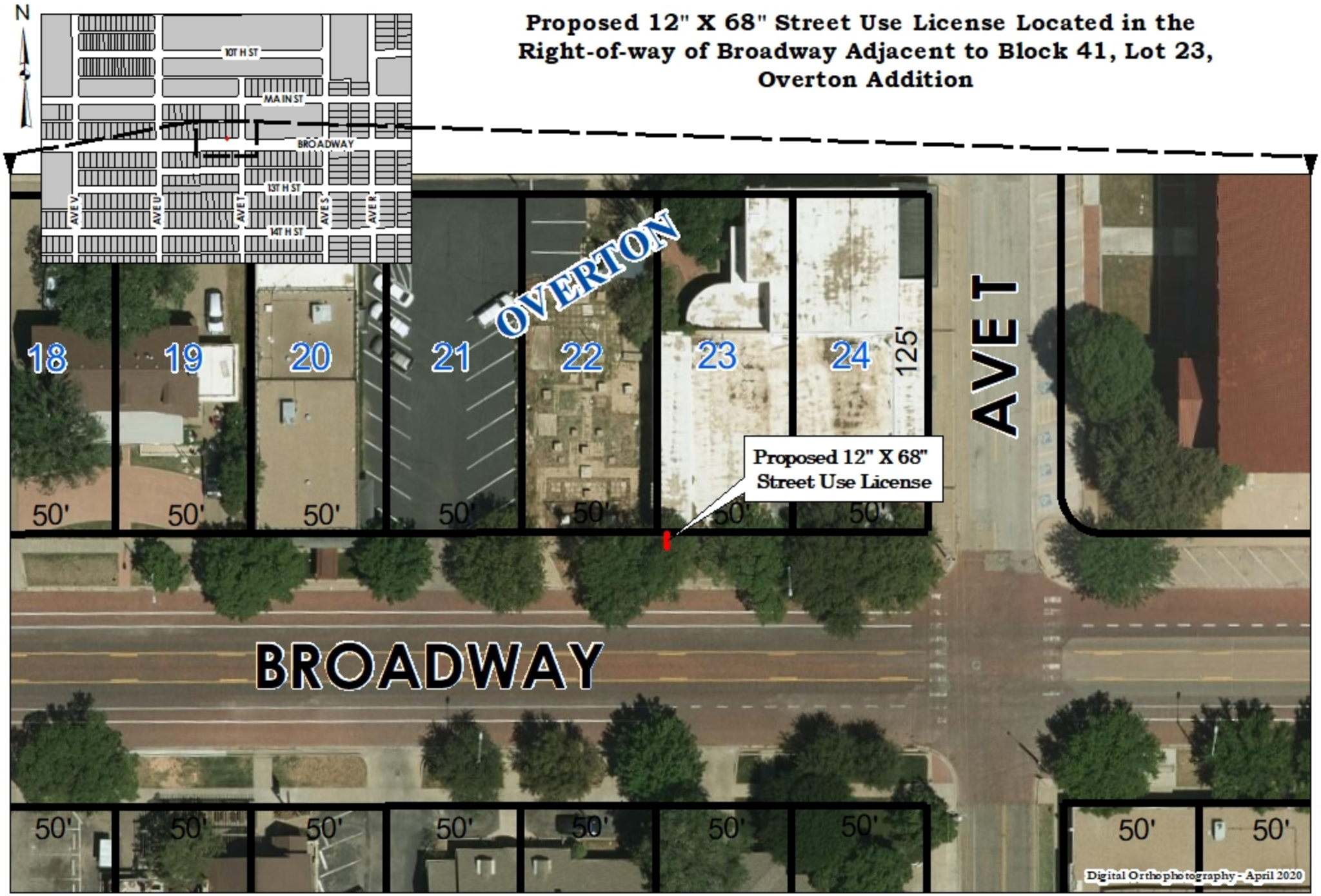
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of August, 2021.

Belen Gomez

Notary Public in and for the State of Texas
My Commission Expires: 10-13-2023

BELEN GOMEZ
Notary Public, State of Texas
Notary ID# 126284787
My Commission Expires 10-13-2023

Proposed 12" X 68" Street Use License Located in the Right-of-way of Broadway Adjacent to Block 41, Lot 23, Overton Addition



Feet

0 25 50 100

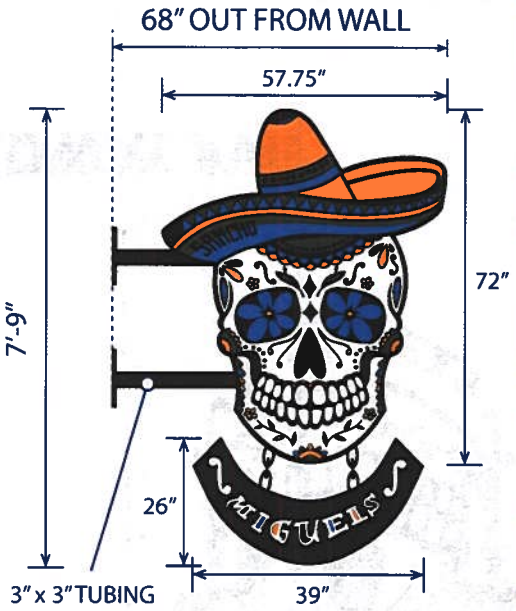
As required by Chapter 2051, Geospatial Data Products of the Government Code, this product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative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

City of Lubbock TEXAS

VERIFY WITH TECHNICAL SURVEY

A BLADE SIGN

LIT VIEW



FAUX NEON: BLADE SIGN	
-Overall Dimension: AS SHOWN	FACE: Aluminum
-(2) Double Faced Push Thru Metal Sign Cabinet	VINYL: TBD
-Faux LED Neon Graphics	PAINT: White & Black
-Includes install	LIT : FAUX NEON

wellborn sign co.
wsignco.com

UL INSTALL REQUIREMENTS

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN

COPYRIGHT

THIS RENDERING, DESIGN IS PROPERTY OF WELLBORN SIGN CO. ANY REPRODUCTION OR EXHIBITION OF THESE RENDERINGS DESIGNS ARE STRICTLY PROHIBITED. ANY USE OF THESE RENDERINGS DESIGNS TO CONSTRUCT PRODUCT SIGNAGE OR GRAPHICS SIMILAR TO THOSE CONTAINED HEREIN IS EXPRESSLY FORBIDDEN.

1 YEAR WARRANTY

ON ALL PARTS, LABOR & SIGNAGE

CLIENT SIGNATURE:_____

DATE: _____/_____/_____

PLEALS REVIEW ALL ARTWORK & SPECIFICATIONS PRIOR TO SIGNING THE PROPOSAL. YOUR SIGNATURE AUTHORIZES WELLBORN SIGN CO. TO PRODUCE THIS ORDER. WELLBORN SIGN CO. CAN NOT & WILL NOT BE HELD RESPONSIBLE FOR ORDERS PRODUCED WITH SIGNED PROOFS THAT DO NOT MEET YOUR UNLISTED REQUIRED CRITERIA, COLORS, OR CHANGES MADE AFTER PROOF IS SIGNED

Regular City Council Meeting **7. 27.**

Meeting Date: 09/14/2021

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to accept, on behalf of the City of Lubbock, a Street and Public Use Dedication Deed, out of Section 31, Block AK, Lubbock County, Texas, to be utilized for the Upland Avenue Roadway Expansion Project.

Item Summary

This street dedication will allow for the construction of the Upland Avenue widening project from 66th Street to 114th Street. The 0.11-acre parcel of land is located in Section 31, Block AK, Lubbock County, Texas. The total consideration of $21,600, as valued in appraisal reports, is subject to final approval by the City Council and approval of title.

Fiscal Impact

The cost of the acquisition is $21,600 and is funded in Capital Improvements Project 92510 Upland Avenue, 66th Street to 82nd Street.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution - Street and Public Use Dedication Deed - Section 31 Block AK - Upland Avenue
Parcel 66 - Street and Public Use Dedication Deed - Section 31 Block AK - Upland Avenue
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 accept for and on behalf of the City of Lubbock a Street and Public Use Dedication Deed in connection with certain real property located in Section 31, Block AK, Lubbock County, Texas, as described in the Volume 3623, Page 252, Real Property Records, Lubbock County, Texas, and all related documents. Said Dedication Deed is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

STREET AND PUBLIC USE DEDICATION DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

THAT **GEORGE H. McMAHAN, INC., a Texas Corporation**, herein called "Grantor", for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration, to it in hand paid by the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, does hereby dedicate to the public for public use forever and for street purposes, the following described tract of land situated in Lubbock County, Texas, as more particularly described in the attached Exhibit "A".

TO HAVE AND TO HOLD this above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said public forever so long as said premises are used for public purposes.

WITNESS MY HAND this 3rd day of August, 2021.

GEORGE H. McMAHAN, INC.

By: George H. McMahan, President

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared George H. McMahan, President, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of GEORGE H. McMAHAN, INC., a Texas Corporation.

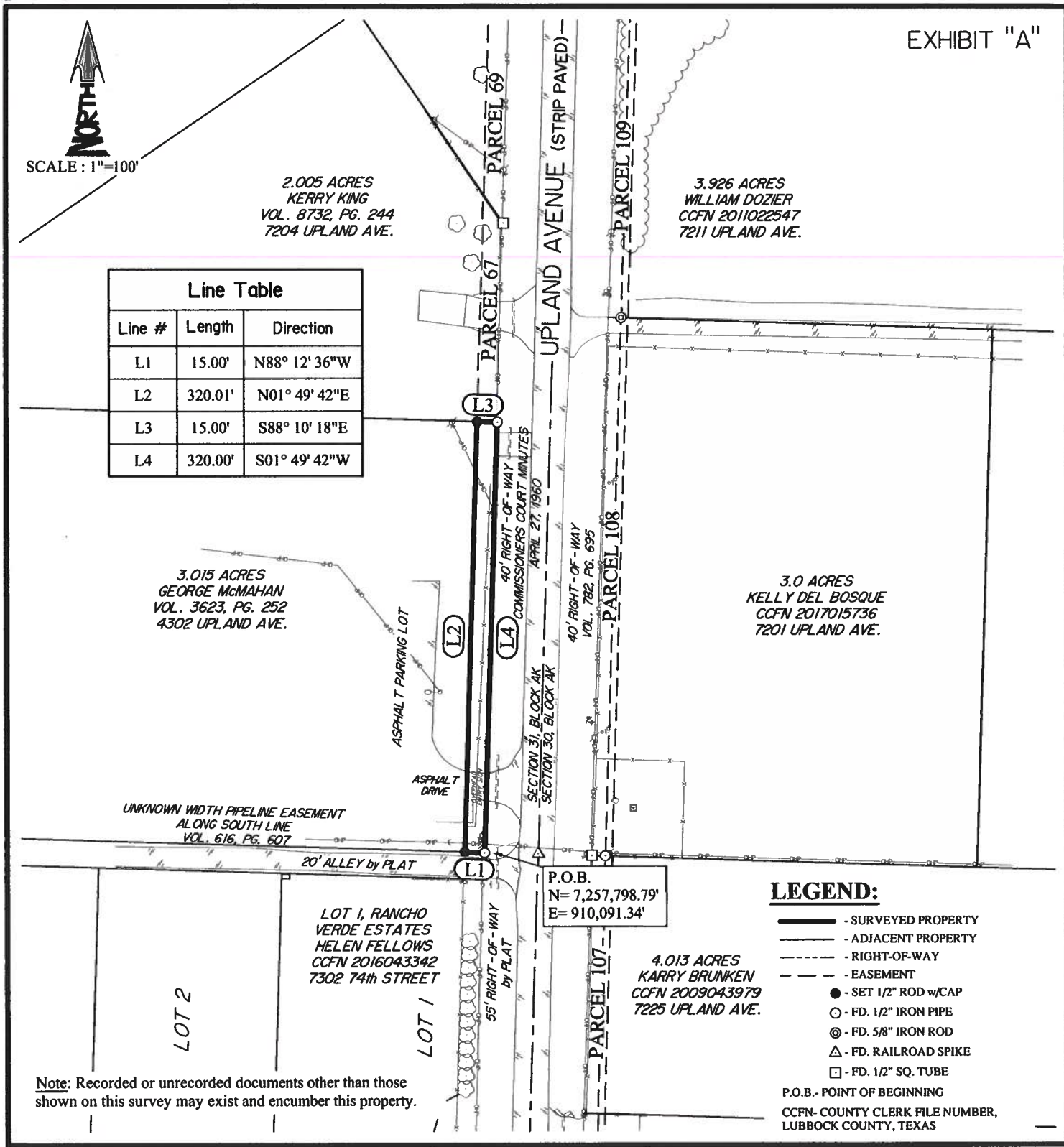
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of August, 2021.

IVANA HOH
Notary Public, State of Texas
Notary ID #13183743-1
My Commission Expires 12-27-2022

Notary Public in and for the State of Texas

My Commission Expires: 12-27-2022

EXHIBIT "A"



Line Table		
Line #	Length	Direction
L1	15.00'	N88° 12' 36"W
L2	320.01'	N01° 49' 42"E
L3	15.00'	S88° 10' 18"E
L4	320.00'	S01° 49' 42"W

LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- SET 1/2" ROD w/CAP
- FD. 1/2" IRON PIPE
- FD. 5/8" IRON ROD
- FD. RAILROAD SPIKE
- FD. 1/2" SQ. TUBE

P.O.B.- POINT OF BEGINNING

CCFN- COUNTY CLERK FILE NUMBER, LUBBOCK COUNTY, TEXAS

Note: Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET

Parcel 66 - Permanent Easement
PERIMETER SURVEY OF A
0.110 ACRE PARCEL LOCATED IN
SECTION 31, BLOCK AK
LUBBOCK COUNTY, TEXAS

John E. Allen, Registered Professional Land Surveyor No.5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

Surveyed on the ground.
June 11, 2020

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

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002485

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DESCRIPTION FOR PARCEL 66

METES AND BOUNDS DESCRIPTION of a 0.110 acre parcel located in Section 31, Block AK, Lubbock County, Texas, being the East 15.00 feet of 3.015 acres described in Volume 3623, Page 252, Real Property Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 5/8" iron rod found (N=7,257,798.79, E=910,091.34') at the Southeast corner of said of 3.015 acre tract and in the North line of a 55.00 foot Right-of-Way described in Lots 1-136 and Tracts "A" and "B", Rancho Verde Estates, a Subdivision out of Section 31, Block AK, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 1574, Page 953, Deed Records, Lubbock County, Texas, and in the West line of a 40.00 foot Right-of-Way described in Lubbock County Commissioner Court Minutes, April 27, 1960, which bears N. 88° 12' 36" W. a distance of 40.00 feet from a railroad spike found at the Southeast corner of the North Half of said Section 31, Block AK, for the Southeast corner of this parcel;

THENCE N. 88° 12' 36" W. along the South line of said 3.015 acre tract and the North line of said 55.00 foot Right-of-Way a distance of 15.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set at the Northwest corner of said 55.00 foot Right-of-Way, for the Southwest corner of this parcel

THENCE N. 01° 49' 42" E. parallel with and 55.00 feet from the East line of said Section 31, Block AK, a distance of 320.01 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set in the North line of said 3.015 acre tract and in the South line of a 2.005 acre tract described in Volume 8732, Page 244, Official Public Records, Lubbock County, Texas, for the Northwest corner of this parcel;

THENCE S. 88° 10' 18" E. along the common line of said 3.015 acre tract and said 2.005 acre tract a distance of 15.00 feet to a 5/8" iron rod found at the Northeast corner of said 3.015 acre tract and at the Southeast corner of said 2.005 acre tract and in the West line of a 40.00 foot Right-of-Way, for the Northeast corner of this parcel;

THENCE S. 01° 49' 42" W. parallel with and 40.00 feet from the said East line of said Section 31, Block AK, along the common line line of said 3.015 acre tract and said 40.00 foot Right-of-Way, a distance of 320.00 feet to the Point of Beginning. Containing 0.110 acre (4800 sq. ft.) of land, more or less.

UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET

Parcel 66 - Permanent Easement
PERIMETER SURVEY OF A
0.110 ACRE PARCEL LOCATED IN
SECTION 31, BLOCK AK
LUBBOCK COUNTY, TEXAS

John E. Allen, Registered Professional Land Surveyor No.5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

Surveyed on the ground.
June 11, 2020

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

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002485

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City of Lubbock, TX
Capital Project
September 14, 2021

Capital Project Number:	92510
Capital Project Name:	Upland Avenue 66th Street to 82nd Street

		Budget
Encumbered/Expended		
Staff Time	$	29,829
Kimley Horn Contract No. 14034		1,180,000
Kimley Horn Amendment #1		1,373,400
TxDOT Construction Advandce Funding Agreement		948,931
TxDOT Design Advanced Funding Agreement		3,760
ROW Acqusition 7-13-2021		56,318
ROW Acqusition Parcel 70		5,221
ROW Acqusition Parcel 71		12,512
ROW Acqusition Parcel 108		41,307
Agenda Item September 14, 2021		
ROW Acqusition Parcel 66		21,600
Encumbered/Expended to Date		3,672,878
Estimated Costs for Remaining Appropriation		
ROW Acquisition		800,000
Construction		1,887,433
Remaining Appropriation		2,687,433
Total Appropriation	$	6,360,311

Project Name **Upland Avenue - 66th Street to 82nd Street** *Project Number* **92510**

Managing Department **Engineering**

Project Manager **Josh Kristinek**

Project Classification **Infrastructure Improvements**

Project Status **Approved**

Project Scope

This roadway is designated in the 2018 Master Thoroughfare Plan to become a modified principal arterial. This roadway is currently two lane strip paved. Development and growth in this area has resulted in this roadway exceeding the current capacity of the two lane structure. The first year of this project will fund the Environmental Study and Engineering Schematics for the Upland Avenue Corridor between 66th Street and 114th Street. The proposed second year will fund the Right-of-Way acquisition ahead of the improvements between 66th Street and 82nd Street. The proposed third year will fund the Engineering Design and Construction of a 5-lane roadway section that will include pedestrian elements, drainage, street lighting, and ADA compliance between 66th Street and 82nd Street.

Project Justification

The City of Lubbock continues to strive to meet the transportation needs of the Citizens of Lubbock. The City must continue to anticipate the infrastructure needs for a growing population in order to provide a safe and efficient transportation system. Due to continued development in the area of Upland Avenue, this roadway has become congested and the road structure is requiring constant maintenance in order to safely serve the traveling public. The current construction of the Marsha Sharp Freeway and Upland Avenue intersection by the Texas Department of Transportation will only increase the need for these proposed improvements.

This project has MPO participation.

Project History

$2,470,000 was appropriated in the FY 2017-18 Budget, Ord. No. 2017-O0111, October 1, 2017.
$448,687 was appropriated in the FY 2018-19 Budget, Ord. No. 2018-O0109, October 1, 2018.
$3.6 million was appropriated in the FY 2019-20 Budget, Ord. No. 2019-O0129, October 1, 2019.
$841,624 was appropriated in FY 2019-20 Budget Amendment No. 2, Ord. No. 2019-O0146, October 22,2019.
Reduced appropriation by $1,000,000 in FY 2019-20, Budget Amendment No. 22, Ord. No. 2020-O0059, May 12, 2020.

		Unappropriated Planning Years						
Appropriation Detail	Appropriation to Date	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total Project Amount
Land Acquisition	448,687	0	0	0	0	0	0	448,687
Construction	3,441,624	0	0	0	0	0	0	3,441,624
Design and Engineering	1,700,000	0	0	0	0	0	0	1,700,000
Right of Way Acquisition	770,000	0	0	0	0	0	0	770,000
Total Project Appropriation	6,360,311	0	0	0	0	0	0	6,360,311

Project Name **Upland Avenue - 66th Street to 82nd Street** *Project Number* **92510**

Funding Detail	Funding to Date	FY 2020-21	Unappropriated Planning Years FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total Funding
FY 2010 Gateway Streets Revenue CO's	448,687	0	0	0	0	0	0	448,687
FY 2018 Gateway Streets CO's	2,470,000	0	0	0	0	0	0	2,470,000
FY 2020 Gateway Streets Revenue CO's	2,600,000	0	0	0	0	0	0	2,600,000
FY 2022 Gateway Streets Revenue CO's	0	0	0	0	0	0	0	0
TxDOT Participation	841,624	0	0	0	0	0	0	841,624
Total Funding Sources	6,360,311	0	0	0	0	0	0	6,360,311

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

Regular City Council Meeting **7. 28.**

Meeting Date: 09/14/2021

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement Contract 14868, with Provenance Engineering, LLC, for professional engineering services associated with the construction of the Lift Station 31 Force Main Rehabilitation Project.

Item Summary

The purpose of this project is to install a new 14-inch PVC sanitary sewer force main to transport flow from Lift Station 31 to the 34th Street Sanitary Sewer Interceptor. This project will replace the existing 14-inch ductile iron force main under Quaker Avenue that has serviced Lift Station 31 since the 1950's. Amendment No. 1 to Contract 14868 will provide Professional Engineering services associated with the construction of the Lift Station 31 Force Main Rehabilitation Project.

Fiscal Impact

This amendment for $23,800 is funded in Capital Improvement Project 92446, Sewer Line Replacement.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution - Amendment 1 to Contract 14868
Amendment 1 to Contract 14868
Original Contract 14868
Location Exhibit
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, Amendment No. 1 to the Professional Services Agreement Contract No. 14868 for the Lift Station 31 force main rehabilitation project, by and between the City of Lubbock and Provenance Engineering, LLC, 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:

_____
Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.Amend #1 to 14868 - Provenance
08.25.21

Amendment 1
To Agreement Between
The City of Lubbock, TX
And
Provenance Engineering, LLC

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT, Contract No. 14868, dated and entered into the 17th day of October 2019 by and between the City of Lubbock ("City") and Provenance Engineering, LLC, Inc. ("Engineer"), a Texas Corporation, for providing engineering services related to the Lift Station 31 Force Main Rehabilitation Project ("Project").

WITNESSETH:

WHEREAS, the City desires to increase the scope of the work to be performed by the Engineer on the Project for engineer of record and project management services. The details of work to be performed and associated additional fees are described in Exhibits A and B, attached to and incorporated herein. The additional services shall be provided for an amount not exceed twenty-three thousand eight hundred dollars and 00/100 ($23,800.00). The term of the Agreement shall be extended an additional 120 calendar days for the performance of the additional services.

WHEREAS, all other portions of the original Agreement shall remain in place and are not altered by this amendment.

NOW, THEREFORE, the City and Engineer agree to the terms of this FIRST AMENDMENT:

IN WITNESS HEREOF, the parties have executed this Agreement as of this ____ day of _____ 2021.

CITY OF LUBBOCK

_____
Daniel M. Pope, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

PROVENANCE ENGINEERING, LLC

By: _____

Kent Riker, P.E. Principal

"Contract 14868 Amendment 1 Exhibit A"

Background Data

Effective Date of Owner-Engineer Agreement: October 17, 2019
Owner: City of Lubbock
Engineer: Provenance Engineering, LLC.
Project: Lift Station No. 31 Force Main Reroute

Nature of Amendment:

X	Additional Services to be performed by Engineer
X	Modifications to services of Engineer
____	Modifications to responsibilities of Owner
X	Modifications of payment to Engineer
X	Modifications to time(s) for rendering services
____	Modifications to other terms and conditions of the Agreement

Description of Modifications:

Additional Services

SS1.0 Project Management Services
During the course of the project, ENGINEER will manage the day-to-day progress of the project. The ENGINEER will track the scope, schedule and budget regularly.

SS2.0 Sewer Force Main Walk Through
The ENGINEER will conduct an on-site walk through with the OWNER of the selected alignment from the Route Study.

SS3.0 Fusible PVC Detailed Design
The ENGINEER will specify one additional force main pipe material as an alternative and an alternative bid form. The additional pipe material will be fusible PVC to be installed using a trenchless method. This task services will generally include the followings aggregate items:

A. Fusible PVC pipeline specification;
B. Prepare FPVC Opinion of Probable Construction Cost;
C. Alternative Bid Form.

SS4.0 Expenses
The ENGINEER will incur expenses for travel, printing and miscellaneous expenses.

Time of Period for Performance
Original time periods for performance of the ENGINEER's services was 730 calendar days. This amendment requests 120 additional days for a total of 850 calendar days to complete the project.

5049 Edwards Ranch Road, Suite 400 | Fort Worth, Texas 76109 | TBPE Firm #20783

"Contract 14868 Amendment 1 Exhibit B"

TASK	Trips	Professional Engineer	QAQC Review	CADD Technician	Project Assistant	TOTAL
Task SS1.0 - Project Management Services						**$ 9,960.00**
1.1 Progress Management		10			5	15
1.2 Communication with OWNER		16			10	26
1.3 Quality Assurance / Quality Control (QAQC)		6	20		2	28
Task SS2.0 - Route Walk Through						**$ 2,800.00**
2.1 Selected Alignment Walk with Owner	2	16				16
Task SS3.0 - Design Task Services						**$ 9,640.00**
3.1 Fusible PVC Detailed Design		16	2		2	20
3.2 Fusible PVC Specifications		16	2		6	24
3.3 Fusible PVC Alt. Bid		16			2	18
Task SS4.0 - Expenses						**$ 1,400.00**
DIRECT EXPENSE						
TOTAL AMENDMENT NO. 1 FEE						**$ 23,800.00**

5049 Edwards Ranch Road, Suite 400 | Fort Worth, Texas 76109 | TBPE Firm #20783

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 14868 is entered into this 17th day of October, 2019, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Provenance Engineering, LLC, (the" Engineer"), a Texas corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for Lift Station 31 Force Main Rehabilitation Project, (the "Activities"); and

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

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

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

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term of 730 calendar 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 $49,990.00, as set forth in Exhibit "B".

ARTICLE III. TERMINATION

A. General. The City may terminate this Agreement, for any reason or convenience, upon thirty (30) days written notice to the 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: $1,000,000

Automobile Liability:

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

Employer's Liability:

Per Occurrence Single Limit: $1,000,000

The 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 day's notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy shall be included in the Certificate. The 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 "B" 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:

Provenance Engineering, LLC

Kent Riker, P.E.
5049 Edwards Ranch Road, Suite 400
Fort Worth, Texas 76109
Telephone: 817-694-6324
Facsimile:

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

John Turpin, P.E.
City of Lubbock
P.0. Box 2000
1625 13th Street
Lubbock, Texas 79457
Telephone: 806-775-2342

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. SB 252. SB 252 prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization.

P. No Boycott of Israel. Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

Marta Alvarez, Director of Purchasing and
Contract Management

APPROVED AS TO CONTENT:

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

John Turpin, P.E,
Assistant City Engineer / Capital Projects and Design

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Firm

Provenance Engineering, LLC

By: _____
Kent Riker, P.E.
Principal

Lift Station 31 Force Main Reroute

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

0 250 500 1,000 1,500

Feet

City of Lubbock TEXAS

City of Lubbock
Capital Project
Project Cost Detail
September 14, 2021

Capital Project Number:	92446
Capital Project Name:	Sewer Line Replacement

		Budget
Encumbered/Expended		
Staff Time	$	95,725
Advertising for RFQ, RFP		622
Line Repairs/Job Orders by Pipeline Maintenance		104,000
Contract 13819 for United Supermarkets Tract A Sewer Line Replacement		136,500
Contract 13927 for Manhole Rehabilitation Phase 3		215,180
Contract 14235 for 3rd Street Sewer Line Replacement		510,500
Emergency Repair - I-27		395,000
Contract 14868 with Provenance Engineering, LLC		49,900
Contract 15659 with MH Civil Constructors, Inc.		787,700
Agenda Item September 14, 2021		
Amendment 1 to Contract 14868		23,800
Encumbered/Expended To Date		2,318,927
Estimated Cost for Remainaing Appropriation		
Future Manhole and Sanitary Sewer Line Repair Projects		202,142
Remaining Appropriation		202,142
Total Appropriation	$	2,521,069

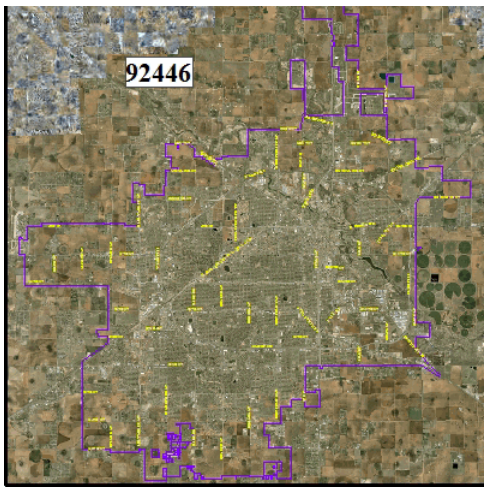
Project Name **Sewer Line Replacement** *Project Number* **92446**

Managing Department **Waste Water Collection**

Project Manager **Josh Kristinek**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope
Replacement of deteriorated or damaged sanitary sewer lines and manholes.

FY 20-21 Quaker Avenue Force Main Replacement construction.

Project Justification
Replacing aging infrastructure reduces emergency maintenance expenditures, system failures, and customer complaints.

Project History
FY 16-17 Begin manhole replacement Phase 3.
FY 17-18 Continue manhole replacement Phase 3, and Amigos line replacement.
FY 18-19 Upgrade capacity of the Ave S line to University for commercial growth.
FY 19-20 Quaker Avenue Force Main Replacement design for the reroute of a deteriorated force main from Lift Station #31 at the hospital district in Quaker Avenue. Constructed the 3rd Street Sewer Line. Repaired manholes and pipe on the frontage road of I-27 south of 50th Street on a large diameter 30 inch main.

$400,000 was appropriated in the FY 2016-17 Budget, Ord. No. 2016-O0135, October 1, 2016.
$391,069 was appropriated in FY 2016-17 Budget Amendment No. 36, Ord. No. 2017-O0103, September 14, 2017.
$315,000 was appropriated in the FY 2017-18 Budget, Ord. No. 2017-O0111, October 1, 2017.
$315,000 was appropriated in the FY 2018-19 Budget, Ord. No. 2018-O0109, October 1, 2018.
$100,000 was appropriated in the FY 2019-20 Budget, Ord. No. 2019-O0129, October 1, 2019.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total Project Amount
Construction	1,521,069	1,000,000	315,000	315,000	315,000	315,000	0	3,781,069
Total Project Appropriation	1,521,069	1,000,000	315,000	315,000	315,000	315,000	0	3,781,069

Project Name **Sewer Line Replacement** *Project Number* **92446**

Funding Detail	Funding to Date	FY 2020-21	Unappropriated Planning Years FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total Funding
FY 2014 Wastewater Revenue CO's	186,678	0	0	0	0	0	0	186,678
FY 2016 Wastewater Revenue CO's	204,391	0	0	0	0	0	0	204,391
FY 2017 Wastewater Cash	400,000	0	0	0	0	0	0	400,000
FY 2018 Water/Wastewater Cash	315,000	0	0	0	0	0	0	315,000
FY 2019 Water/Wastewater Cash	315,000	0	0	0	0	0	0	315,000
FY 2020 Water/Wastewater Cash	100,000	0	0	0	0	0	0	100,000
FY 2021 Water/Wastewater Cash	0	1,000,000	0	0	0	0	0	1,000,000
FY 2022 Water/Wastewater Cash	0	0	315,000	0	0	0	0	315,000
FY 2023 Water/Wastewater Cash	0	0	0	315,000	0	0	0	315,000
FY 2024 Water/Wastewater Cash	0	0	0	0	315,000	0	0	315,000
FY 2025 Water/Wastewater Cash	0	0	0	0	0	315,000	0	315,000
Total Funding Sources	1,521,069	1,000,000	315,000	315,000	315,000	315,000	0	3,781,069

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

Regular City Council Meeting **7. 29.**

Meeting Date: 09/14/2021

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement Contract 15089, with Kimley-Horn and Associates, Inc., for professional engineering services for the design of the 114th Street Reconstruction Project from Slide Road to Quaker Avenue.

Item Summary

114th Street from Slide Road to Quaker Avenue is designated for expansion to a Partial Minor Arterial, in accordance with the 2018 Master Thoroughfare Plan adopted by the City Council on December 17, 2018. This project includes reconstructing 114th Street from Slide Road to Quaker Avenue to a five-lane road with improved drainage and pedestrian elements as well. Amendment No. 1 to Contract 15089, with Kimley-Horn and Associates, will provide professional engineering services during the bidding processes and construction phases of this project.

Fiscal Impact

This amendment for $108,100 is funded in Capital Improvement Project 92669, 114th Street-Slide Road to Quaker Avenue.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution - Amendment 1 to Contract 15089
Amendment 1 to Contract 15089
Original Contract 15089
Location Exhibit
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, Amendment No. 1 to Professional Services Agreement, Contract No. 15089 for professional engineering services for the design of 114th Street Reconstruction from Slide Road to Quaker Avenue, by and between the City of Lubbock and Kimley-Horn and Associates, Inc., a North Carolina corporation, 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:

_____
Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.Amend #1 PSA-No. 15089 – Kimley-Horn and Associates, Inc.
08.30.21

Amendment 1
To Agreement Between
The City of Lubbock, TX
and
Kimley-Horn and Associates, Inc.

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT dated and entered into on the 24th day of March 2020, Contract No. 15089, by and between the City of Lubbock ("City") and Kimley-Horn and Associates, Inc. ("Engineer").

Engineer is providing professional phase services for the design of 114th Street Reconstruction from Slide Road to Quaker Avenue (the "Project").

The City and Engineer now desire to enlarge the scope of services in this Agreement to provide for the bidding and construction phase services of the Project, as set forth in Exhibit "A" and incorporated herein. The cost of said services shall not exceed one hundred eight thousand one hundred dollars and NO/100 ($108,100.00). The contract shall be extended, and Engineer shall complete the services in Exhibit "A" by or before September 30, 2023.

All other portions of the original Agreement and previous Amendments, if any, shall remain in place and are not altered by this amendment.

IN WITNESS HEREOF, the parties have executed this Agreement as of this ____ day of _____2021.

CITY OF LUBBOCK

_____
DANIEL M. POPE, Mayor

Kimley-Horn and Associates, Inc.

_____
Kevin Hoppers, P.E., Senior Vice President

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

EXHIBIT A – Supplemental 1

Engineering Scope of Services

114th Street Reconstruction - Slide Road to Quaker Avenue

City of Lubbock

PROJECT UNDERSTANDING

The City has requested provide bidding and construction phase services for the 114th Street Reconstruction – Slide Road to Quaker Avenue project. This scope of services includes the following:

- Bidding Phase Services
- Construction Phase Services
- Record Drawings

Kimley-Horn shall perform the following Additional Services:

1. Bidding Phase Services (Reimbursable/Hourly)

Task includes one (1) bidding phase.

1.1. Final bid documents submittal
1.2. Prepare plan set and project manual for electronic bidding (.pdf)
1.3. Print up to three (3) 11"x17" sets and three (3) Project Manuals for City's use during bidding
1.4. Furnishing additional hardcopies of review documents and/or bid documents in excess of the number of the same identified above will be considered as Additional Services
1.5. Set up electronic website for contractors and suppliers to acquire plans and contract documents
1.6. Issue bid documents to prospective bidders via the electronic website
1.7. Maintain a list of bidders to whom bidding documents have been issued
1.8. Prepare for and conduct a pre-bid meeting with prospective bidders
1.9. Issue addenda as appropriate to interpret, clarify, or expand the bidding documents
1.10. Attend the Bid Opening
1.11. Tabulate the bids received and evaluate the compliance of the bids received with the bidding documents
1.12. Prepare a written summary of this tabulation and evaluation together with a letter addressing the award of the construction contract
1.13. Provide a schedule of submittals (shop drawings, etc.) required of the contractor
1.14. Final conformed submittal
1.15. Update the bid documents (Plans and Project Manual) to incorporate bid addenda items
1.16. Print up to five (5) 11"x17" plan sets and Project Manuals for issuance at the Pre-Construction Conference

2. Construction Phase Services (Reimbursable/Hourly)

The scope of services listed below may or may not be performed as part of our construction phase services. Kimley-Horn's role during construction will be provided upon request of the City and billed on a reimbursable basis as labor and direct expenses are incurred. The budgeted fee for this task is based upon approximately 300 hours of labor. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the City.

2.1. Project Management
  2.1.1 Project Communication: Attend progress/coordination meetings with the City and/or Contractor during the Construction phase of the project
  2.1.2 Project Administration: Prepare project correspondence and invoice documents

2.2. Site Visits upon request

2.3. *Pre-Construction Meeting.* Attend Pre-Construction Meeting(s) prior to commencement of Work at the Site

2.4. *Franchise Utility Coordination*. Assist the City with franchise utility coordination efforts and conflict resolution during construction.

2.5. *Clarifications and Interpretations*. Issue clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by City.

2.6. *Change Orders*. Recommend Change Orders to City, as appropriate. Review and make recommendations related to Change Orders submitted or proposed by the Contractor. Task includes preparing plan sheet revisions.

2.7. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

2.8. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

2.9. *Disagreements between City and Contractor.* As necessary, render written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, KHA shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

2.10. *Limitation of Responsibilities.* Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual

or entity performing or furnishing the Work. KHA shall not have the authority or responsibility to stop the work of any Contractor.

2.11. *Record Drawings.* Consultant will prepare a record drawing showing significant changes reported by the contractor or made to the design by the Consultant. Record drawings are not guaranteed to be as-build, but will be based on information made available.

3. Additional Services

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the City. Such services shall include, but are not limited to, the following:

- Construction staking
- Design of any offsite drainage improvements beyond the improvements identified in the scope
- Existing water or sanitary sewer relocations
- Proposed water or sanitary sewer installations
- Landscape design
- Irrigation design
- Construction Phase RPR Services
- Design of structural retaining walls
- Preparation for and attendance at public meetings
- Assist the City as an expert witness in litigation about the project or in hearings before approving and regulatory agencies
- Redesign to reflect project scope changes requested by the City or TxDOT, required to address changed conditions or change in direction previously approved by the City or TxDOT, mandated by changing governmental laws, or necessitated by the City or TxDOT's acceptance of substitutions proposed by the contractor

SCHEDULE

Kimley-Horn is authorized to commence work on the project upon execution of this supplemental agreement. Services will be provided through **September 30th, 2023**.

Kimley»Horn

Exhibit B - Supplemental 1 - Fee Schedule
City of Lubbock Contract No. 15089
114th Street - Quaker Avenue to Slide Road
17-Aug-21

Task No.	Task Name (Reimbursable/Hourly)	Kimley-Horn	Hugo Reed	Rios	Pavetex	Subtotal
1	Bid Phase Support	$ 21,200.00	$ -	$ -	$ -	$ 21,200.00
2	Construction Phase Engineer of Record support services	$ 86,900.00	$ -	$ -	$ -	$ 86,900.00
Total Contract Fee		**$ 108,100.00**	**$ -**	**$ -**	**$ -**	**$ 108,100.00**

Kimley-Horn will perform the services in Tasks 1 - 2 on a labor fee plus expense basis with the maximum labor fee shown above.

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number

Resolution No. 2020-R0100

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No.15089 is entered into this 24th day of March, 2020, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Kimley-Horn and Associates, Inc. (the" Engineer"), a North Carolina corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for the design of 114th Street Reconstruction from Slide Road to Quaker Avenue (the "Activities"); and

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

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

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

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term of 365 days. If the Engineer determines that additional time is required to complete the Services, the City Engineer, may, but is not obligated to, in his or her discretion, execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of the consideration must be approved by the City acting through its governing body.

ARTICLE II. SERVICES AND COMPENSATION

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

B. The Engineer shall receive as consideration to be paid for the performance of the Services, in an amount not to exceed $876,559.00, as set forth in Exhibit "B".

ARTICLE III. TERMINATION

A. General. The City may terminate this Agreement, for any reason or convenience, upon thirty (30) days written notice to the 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 day's notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy shall be included in the Certificate. The 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:

KIMLEY-HORN AND ASSOCIATES, INC.

G. Brad Tribble, P.E.
2201 West Royal Lane, Suite 275
Irving, TX 75063
Telephone: 214-420-5600

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

Adam Nixon, P.E
City of Lubbock
P.0. Box 2000
1625 13th Street
Lubbock, Texas 79457
Telephone: 806.775.2344

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. SB 252. SB 252 prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization.

P. No Boycott of Israel. Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

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

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO CONTENT:

Josh Kristinek, P.E., Assistant City Engineer/ Capital Projects and Design

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Kimley-Horn and Associates, Inc.

By: _____
G. Brad Tribble, P.E., Senior Vice President

EXHIBIT A

Engineering Scope of Services

114th Street reconstruction - Slide Road to Quaker Avenue

City of Lubbock

PROJECT UNDERSTANDING

1. Existing corridor:
    a. Existing 3-lane HMAC pavement on improved subgrade
    b. Slide intersection throat width: 3 lanes
    c. Quaker intersection throat width: 7 lanes with additional eastbound right turn lane
    d. New HEB under construction at southwest corner of Quaker Avenue and 114th Street. Store opening projected to be late 2020
2. Proposed improvements include:
    a. 5-lane HMAC proposed roadway (concrete pavement as a bid alternate)
    b. 7-lane approaches at Slide Road and Quaker Avenue intersections (concrete approach legs)
        i. No modifications to Slide Road and 114th Street West of Slide Road
        ii. No modifications to Quaker Avenue and 114th Street East of Quaker Avenue
    c. 50-ft. wide drainage channel within existing 50' drainage easement adjacent to south ROW
    d. Cross culverts immediately east of Savannah Avenue
    e. Minor water utility extensions
3. Special considerations for this project:
    a. Due to the late 2020 opening of the HEB at the southwest corner of 114th Street and Quaker Avenue, the City would like to pursue a non-traditional approach to bidding the project. This expedited option will be used only if the City can secure funding for this delivery schedule. In the case that funding cannot be secured for the initial phase in the timeframe proposed, a traditional delivery method will be used. This traditional method is addressed in this scope of services as a 30%, 60%, and Final submission.
    b. Due to the limited calendar time for survey and design, the City wishes to bid the entire project at once.
    c. The bid will include all pay items and anticipated quantities for the entire project. We plan to avoid any significant quantity changes between 30% and 100% that might result in a change order.
    d. The bid documents will include:
        i. 100% plans on a 120-calendar day deadline to complete the 3 lanes in front of HEB property.
        ii. 30%-50% plans on a traditional calendar day contract to complete the balance of the project.

e. Once 100% plans are complete they will be change ordered into the construction contract (not anticipating additional construction cost).

The professional services generally will include:

- Design survey
- Existing Right-of-way (ROW) survey
- ROW and easement acquisition services
- Geotechnical investigation
- SUE
- Drainage study and associated design of channel and culvert improvements
- Roadway design; including two bid alternatives for use of HMAC or concrete pavement
- Minor water and sanitary sewer extensions and/or adjustments
- Traffic signal adjustments at Slide Road intersection (including TxDOT coordination)
- Traffic control plans
- Utility coordination
- Identify and partner with City to evaluate innovative project delivery (contracting) methods [Not anticipated at this time]
- Identify and partner with City to evaluate innovative construction sequencing alternatives and bid alternates
- Bidding Phase support services
- Construction Phase Engineer of Record support services
- Construction Phase RPR Services

1. Design Survey

1.1. Survey Data – develop an existing boundary survey and existing topographic data within the limits of this project.

1.1.1 Data Collection and Property Research – SURVEYOR will collect available data to determine the boundary locations and owner information for all adjacent properties within the project limits.

- Design Survey
- The limits of the survey along 114th Street will extend from the east side of Slide Road to the west side of Quaker Avenue. The survey will include the existing and proposed right-of-way width of 110', 50' drainage easement along south side of 114th Street, and where subdivisions and structures are encountered adjacent to 114th Street. Data will be collected a minimum of 20-feet beyond the right-of-way or drainage easement limits.
- The following areas shall also be surveyed:
  - Minor Cross Streets - 100-feet north and south of the proposed 114th Street centerline at every minor cross street.
  - Finished floor elevations of existing structures adjacent to the right-of-way as needed
- Place control monuments with aluminum caps in concrete. Establish horizontal state plane coordinates (NAD 83) using GPS. Establish vertical

control coordinates on NAVD 88. Monuments will be set to accommodate the limits of construction where possible.

- Perform a field survey to identify and locate existing topographic elements within the roadway corridor including, but not limited to the following:
  - Evidence of property boundary locations adjacent to the corridor.
  - Existing pavement, curbs, sidewalks, barrier free ramps, etc.
  - Roadway and lane striping along 114th Street and intersecting streets
  - Driveways (including material)
  - Parking lots within 20-ft of proposed ROW
  - Alleys (including material)
  - Existing culvert sizes and invert elevations, including cross sections approaching culvert crossings and headwalls/wingwalls
  - Existing driveways and swales
  - Visible utilities including: manholes, vaults, water valves, water meters, telephone poles, power poles, utility markers, water well features, other public utilities, and franchise utilities
  - Traffic signal poles, cabinets, and other signal equipment
  - Signs (excluding temporary signs)
  - Trees (larger than 6" caliper) and tree clusters
  - Buildings and permanent structures
  - Retaining walls
  - Fence/Wall limits and material types (excluding temporary fences)
  - Other applicable physical features that could impact design
  - Prepare a final topographic drawing in digital format (including contours and break lines) showing the features located in the field as well as right-of-way strip map information, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions

2. Right of Way Survey and Services

2.1. Provide Existing ROW Base Map

2.1.1 The existing right of way base map will include the following:

- Parcels and easements with current recording information
- Current property owner
- Existing platted easements and easements available in the public record including easements provided by utility companies
- Relate ROW to Roadway center line if Section Line differs

2.2. Perform the following ROW services in support of the City of Lubbock to acquire the needed property to construct the proposed roadway improvements.

2.2.1 Schedule and coordinate property appraisals.

2.2.2 Obtain Title Reports for each parcel to determine proper owner for negotiations.

2.2.3 Conduct appraisals on 1 parcel to determine fair market value for the purchase of a roadway easement.

2.2.4 Negotiate with property owners on behalf of City of Lubbock (up to 5 contacts) for purchase of roadway easement on 1 parcel.

2.2.5 Obtain final approval from City of Lubbock prior to making offers and prior to making final agreement in negotiations.

2.2.6 Deliver properly executed documents to the City of Lubbock.

2.3. Prepare right of way instruments (1 parcel anticipated)

2.4. Individual parcel exhibits shall be on 8 ½"x11" paper, shall be sealed, dated, and signed by a Registered Professional Land Surveyor and shall contain the following:

2.4.1 Parcel number

2.4.2 Area required

2.4.3 Area remaining

2.4.4 Legal description

2.4.5 Current owner

2.4.6 Easements locatable in the public record

2.4.7 All physical features

2.4.8 Metes and bounds description of parcel to be acquired. The description shall be provided on a separate sheet from the exhibit. Each type of easement shall be described separately.

3. Geotechnical Investigation

3.1. Subsurface Exploration

3.1.1 Roadway

- Three (3) roadway cores will be taken to determine the existing typical pavement section.
  - Slide Road to Quaker Avenue – 3 cores
- Seven (7) soil bores between the pavement and the ROW at locations to be determined by the engineer; to determine the quality of subgrade and whether the insitu soil will be suitable for roadway embankment (soil classification, moisture, relative density, etc.)
- Soil samples will be identified according to test boring number and depth, and a representative portion of each sample will be sealed in a plastic bag to protect against moisture loss.
- Atterberg limits will be performed to determine the engineering properties of the soil.

3.2. Laboratory Services

Samples will be transported to the ENGINEER's laboratory where they will be examined and visually classified by a Geotechnical Engineer using the AASHTO and Unified Soil Classification System (USCS) in general accordance with ASTM D 2488. To aid in classification of the soils and determination of their selected engineering characteristics, a testing program will be conducted on selected samples in general accordance with the following standards:

Laboratory Test	**Test Standard**
Moisture Content	ASTM D 2216
Atterberg Limits	ASTM D 4318
Percent Passing No. 200 Sieve	ASTM D 1140
California Bearing Ratio (CBR)	ASTM D 1883

3.3. Engineering Services

3.3.1 Laboratory test results will be used to classify the soils according to the AASHTO and Unified Soil Classification System. ENGINEER will perform CBR's on selected samples to aid in the determination of the modulus of subgrade reaction or k-value used in rigid pavement design and the subgrade resilient modulus used on flexible pavement design.

3.3.2 Pavement Design: ENGINEER will analyze the results of the field exploration to provide pavement structure recommendations along with construction guidelines based on the results from the field and laboratory testing and provided traffic data. ENGINEER will prepare two (2) pavement options: one (1) pavement design option for rigid pavement and one (1) pavement design option for flexible pavement.

4. Subsurface Utility Engineering (SUE)

4.1. Utility Data – Franchise Utilities

4.1.1 The scope will include Quality Level (QL) B Subsurface Utility Engineering (SUE) Investigation, which is inclusive of (QL) D and C. The ENGINEER shall obtain information on existing utilities from utility owners and shall identify and evaluate known existing and proposed public and private utilities. The ENGINEER shall identify potential conflicts and attempt to minimize the potential adverse utility impacts in the preparation of the schematic design. The ENGINEER shall prepare a base map depicting the utility locations.

4.1.2 Utility investigations, both subsurface and above ground, will be prepared in accordance with ASCE C-1 38-02 and according to the Utility Quality Levels as described below:

- Utility Quality Levels are defined in cumulative order (least to greatest) as follows:
- Quality Level D - Existing Records: Utilities are plotted from review of available existing records. Level D is included in this scope of work.
- Quality Level C - Surface Visible Feature Survey: Quality level "D" information from existing records is correlated with surveyed surface-visible features. Includes Quality Level D information. If there are variances in the designated work area of Level D, a new schematic or plan layout shall be necessary to identify the limits of the proposed project and the limits of the work area required for the work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included along existing intersecting roadways. Level C is included in this scope of work.
- Quality Level B - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. Incorporates quality levels C and D information to produce Quality Level B. If there are variances in the designated work area of Level D, a new schematic or plan layout shall be necessary to identify the limits of the proposed project and the limits of the

work area required for the work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included along existing intersecting roadways. Level B is included in this scope of work.

- Quality Level A – Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data. Incorporates quality levels B, C and D information to produce Quality Level A. Level A is NOT included in this scope of work.

4.1.3 The ENGINEER shall compile "Record Drawing" information from plans, plats and other location data as provided by the utility owners. A color-coded composite utility facility plan with utility owner names, quality levels and line sizes shall be prepared and delivered. It is understood by the ENGINEER that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". Above ground appurtenance locations collected as part of the topographic survey will be included in the deliverable to the County. This information shall be provided in the latest version of Micro Station or GeoPak used by the City.

4.1.4 Deliverables:

- The electronic file will be delivered on CD or DVD.
- A hard copy will be signed, sealed, and dated by the ENGINEER

5. Franchise Utility Coordination/Relocations

5.1. Coordination

5.1.1 At start up, send project notice to all Franchise Utilities via registered certified mail to provide project limits and schedule for construction.

5.1.2 Data Collection and Research

- Update and maintain database of existing franchise utility representatives, including representative contact information (email, mailing address, phone, etc.)
- Prepare exhibit that indicates franchise utility locations based upon SUE and survey
- Coordination with Surveyor regarding topographic information to be collected on utility locations

5.1.3 Franchise Conflicts Evaluation

- Coordinate possible conflicts due to vertical alignment of roadway and drainage facilities with SUE
- Coordinate utility relocation assignments and schedule

5.1.4 Schedule, prepare for, attend and document up to four (4) Franchise Utility Coordination Meetings (one coordination meeting to be held at each of the following milestone submittals: project start-up, 30%(Preliminary Design), 60%

and 100% design submittal). Meetings will address known potential conflicts and any future plans to extend franchise utility lines prior to roadway construction.

5.1.5 ENGINEER will work with franchise utilities to develop relocation plans to be prepared by the utility companies and initiated prior to letting.

6. Preliminary Design

6.1. Project Management

6.1.1 Conduct progress and design review meetings to monitor the development of the project. During the design phase of the project, conduct the following:

- One (1) Project Kickoff Meeting with the City
- Two (2) progress meetings with the City regarding project status and coordination issues.
- Two (2) design review meeting on the preliminary milestone (30% and 60% Design)
- For all meetings, the ENGINEER will prepare the meeting agendas and minutes

6.1.2 Coordinate with subconsultants (environmental, geotechnical, drainage, survey, and SUE)

6.1.3 Prepare and e-mail monthly progress reports to the City.

6.1.4 Maintain Project Schedule

- Develop work plan (identify tasks and subtasks)
- Develop roles and assignments
- Develop and maintain schedule and interim milestones

6.1.5 Prepare Design Criteria (coordinate with City at Kickoff Meeting)

6.1.6 QA/QC milestone review for all deliverables in the Preliminary Design Phase

- Perform an internal review of the preliminary designs in accordance with quality assurance standards established for this project.
- QC/QA comments will be collected from each reviewer, documents, and comments addressed prior to review meeting with City.

6.1.7 Project Administration

- Prepare project correspondence, and invoicing documents.

6.2. Data Collection (City to provide hard copy and electronic format if available)

6.2.1 Roadway Data

- Electronic design files from TxDOT Slide Road improvements and any other plans available along the project limits

6.2.2 Drainage Data

- Aerial and LiDAR information
- Existing storm drainage facilities / record drawings
- Existing hydraulic models

6.2.3 Utility Data (Public Utilities) – Coordination with City

- Existing water line locations / record drawings
- Water master plan requirements
- Existing storm sewer line locations / record drawings
- Storm sewer master plan requirements

6.3. Preliminary Design Schematic (30%)

6.3.1 Prepare the schematic roadway design for a Principal Arterial (Modified) typical section as depicted in the 2018 City of Lubbock Master Thoroughfare Plan. This is a five (5) lane roadway section within a typical 110' right of way.

- Prepare typical sections
  - Existing and Proposed
  - Depict subgrade and pavement
- Prepare preliminary plan and profile (roll plot format). Items to be included:
  - Control data
  - Existing / proposed right-of-way
  - Existing topography
  - Existing pavement
  - Proposed centerline alignment and horizontal curve data
  - Proposed face of curb
  - Proposed medians (if applicable)
  - Proposed transition pavement tie-ins to existing pavement
  - Proposed storm sewer and culvert alignments and sizes
  - Existing/Proposed traffic signal poles
  - Existing trees to remain (if possible)
  - Existing trees to be removed
  - Existing driveway locations
  - Proposed commercial driveways (proposed residential driveways will be included in the final design)
  - Existing culvert and/or storm drain locations
  - Existing water line locations
  - Existing sanitary sewer line locations
  - Existing franchise utility locations (relying upon information provided by franchise utilities and the data collected as part of the SUE)
  - Existing Ground Profile
  - Proposed vertical alignment at proposed center line
  - Proposed vertical alignment at gutter flow line
  - Proposed cross drainage culverts
  - Superelevation Data
- Prepare Preliminary 3D roadway model in Power GeoPak
- Prepare Design Cross Sections on 11" x 17" sheets

6.3.2 Drainage

- Coordination with drainage analysis subconsultant regarding:
  - Roadway profile
  - Channel cross section and materials
  - Culvert sizing
  - Playa overflow limits and pavement recommendations
- Prepare plan and profile for proposed 50-ft. wide drainage channel

- Prepare plan for various side street cross culverts to convey drainage channel flows
- Prepare plan and profile for 114th Street cross culvert just east of Vintage Township

6.3.3 Utilities

- Existing Public Utilities
  - Graphically designate on the schematic the location of existing Public utilities based upon information provided by the City
  - Identify public utility conflicts with proposed roadway
  - Coordinate with the City to identify the need for extending new public utilities in the ROW ahead of paving
- Public Utilities Design
  - Establish the preliminary location of proposed, relocated public utilities to avoid conflicts with proposed improvements
  - Establish the preliminary location of new public utilities to be installed in the ROW ahead of the paving project.

6.3.4 Traffic

- Indicate existing and proposed traffic volumes on the schematic document.
- Traffic Signals – indicate on the schematic the intersections which could potentially warrant a future traffic signal.
- Traffic Control Plan – ENGINEER will develop a conceptual traffic control plan to determine how the project will be phased and constructed to provide access to adjacent properties during construction.
- Develop Phased Cross Sections based on conceptual traffic control plan

6.4. Construction Cost Projection (Or Opinion of Probable Cost)

6.4.1 Perform quantity takeoff and develop construction cost projection

6.4.2 Evaluate both municipal and TxDOT bid tabulations for current trends in unit prices

6.5. Preliminary Design Schematic Deliverables (roll plot) – The roll plot schematic will be finished to a level of detail that is equivalent to a 30% complete plan set – but in roll plot format.

6.5.1 Deliverables shall include the following:

- Schematic Roll Plot document
- Design cross sections
- Preliminary opinion of probable construction cost
- Preliminary Traffic Control Plan and Sequence

7. Drainage Analysis

7.1. HRA will perform the following drainage analysis tasks in support of the roadway and drainage improvements design.

7.1.1 Data collection

- HRA will extract models model data for the project area from the 2018 MDP Update models previously provided to the City.

- Extract discharge hydrographs from Epic Business Park detention basin design for incorporation into design models

7.1.2 Existing conditions analysis

- Extract existing conditions hydrologic data from System K LOMR model
- Develop existing hydraulic cross sections and existing drainage improvement data for modeling
- Model existing conditions in ICPR4

7.1.3 Proposed improvements analysis

- Import sub-basin limits and hydrologic data from 2018 MDP Update models
- Update design hydrologic data as needed
- Develop model hydraulic network from proposed roadway profile and typical sections
- Develop proposed drainage improvements for initial modeling based on 2018 MDP Update model results
- Model proposed roadway and drainage improvements in ICPR4, iterate model to develop drainage improvement recommendations
- Recommend drainage improvements including:
  - Roadway profile
  - Channel cross section and materials
  - Culvert sizing
  - Playa overflow limits and pavement recommendations

7.1.4 Deliverables

- Drainage area map for PS&E package
- Stormwater routing sheets documenting proposed flow depths

8. Final Design

8.1. Project Management

8.1.1 Progress and Review Meetings:

- Schedule, prepare for, attend, and document one three (3) Progress Meetings and one (1) Review Meeting to monitor the development of the project.
  - Progress Meetings will be held to discuss design issues and progress of plan production.
  - Review Meetings will be conducted (one (1) at 60% Plan Submittal).

8.1.2 Site Visits - Attend up to five (5) site visits during the final design phase to take photos, field measurements, and a plans-in-hand walk-through.

8.1.3 Coordinate with subconsultants

8.1.4 Prepare and e-mail monthly progress reports to City.

8.1.5 QA/QC

- ENGINEER will perform an internal review prior to all submittals (60% and 100%) in accordance with quality assurance standards established for this project. QA/QC comments will be collected from each internal reviewer, documented, and comments addressed prior to each plan submittal to the City

- City review comments will be documented and addressed after 60% review meeting. ENGINEER will create a "Comment Log" in spreadsheet format, documenting the comment and the action taken to resolve the comment.

8.1.6 Project Administration

- Prepare project correspondence and invoicing documents

8.2. Roadway Design (PS&E)

8.2.1 Prepare plan / profile sheets on 11" x 17" plan sheets at a scale of 1" = 100' horizontal, and 1" = 10' vertical. (Start with 30% Rolls)

- Include the following items in addition to those included in the preliminary design submittal:
  - Proposed easement locations (if any)
  - Proposed sidewalk locations
  - Proposed residential and commercial driveways
  - Horizontal Alignment Data
  - Traffic Control Phasing layouts
  - Pavement marking layouts
  - Erosion control plans
  - Barrier free ramps
  - Demolition plan
  - Intersection layouts
  - Small sign summary
  - Standard design details
  - TxDOT standards

8.2.2 Analyze all driveways within the project and develop driveway profiles as needed. Driveways will typically be defined vertically by spot elevations.

8.2.3 Develop Final 3D roadway model in Power GeoPak

8.2.4 Prepare design cross-sections

- Develop on 50-ft station intervals and at driveway centerlines
- Show pavement and subgrade, right-of-way limits, side slopes, pavement cross slopes, curbs, and sidewalks
- Cross-sections will not be provided in the bid documents but will be made available to prospective bidders

8.2.5 Prepare roadway details to clarify intent of design

8.2.6 Compile applicable City standard details. Modify standard details as needed.

8.2.7 Pavement Markers and Marking Plans

- Prepare pavement markers and marking layouts in accordance with City design standards and the Texas Manual of Uniform Traffic Control Devices (TMUTCD)
- Prepare details to clarify intent of design
- Compile applicable City standard details. Modify standard details as needed.
- Signing layout and design will not be provided
- List the signs on the TxDOT standard summary sheets together with totals for each mount type.

8.3. Drainage Plans

8.3.1 Plan Production

- Provide Drainage Area Map complete with time of concentration routes, curve numbers calculated as per the Drainage Criteria Manual (DCM) for each drainage area, drainage area denoted in acres, and all necessary points of interest labeled
- Provide hydrologic and hydraulic data sheets showing the necessary calculations and assumptions
- Provide drainage channel grading plan
- Provide drainage culvert plans, profiles, and supporting details
- Provide erosion control plans, details, and SWPPP
- Provide depth of flow indications for the 100-year design storm within ROW and any corresponding finished floor elevations
- Provide cut-fill plan where roadway embankment is placed within the limits of a playa lake
- Prepare a Floodplain Development Permit
- Provide drainage technical specifications for erosion control methods and any off-site earthwork
- Evaluate impact of the TCP on surrounding drainage and provide interim drainage plan, if needed.

8.4. Utilities - Public

8.4.1 Water and Sewer Adjustments/Relocations

- Adjustments to existing water valves and manholes will be specified in the plans. Prepare special utility details to clarify intent of design (if needed)
- Prepare Water and/or Sewer Relocation plans where conflicts exist.

8.4.2 Ahead of Paving Utilities

- Prepare new Water/Sewer extension plan and profile sheets

8.4.3 Compile applicable standard details. Modify standard details as needed.

8.5. Traffic

8.5.1 Traffic Signals

- Design minor adjustments to existing Quaker Avenue traffic signals to align with proposed widening (minor adjustments are anticipated). This could include relocation of signal pole(s), ground box(es), controller cabinet, ped pole(s), and/or conduits and cables.
- Design adjustments to existing Slide Road traffic signals to align with proposed widening (adjustment of pole(s) is anticipated). This could will include relocation of signal pole(s), ground box(es), controller cabinet, ped pole(s), and/or conduits and cables.
- Coordination with TxDOT on Slide Road traffic signal adjustments and roadway improvements
- All signal design is to be coordinated with the City of Lubbock Traffic Engineering Department.

8.6. ITS

8.6.1 Design and install conduit, cable and ground boxes for ITS connections of traffic signals

8.7. Traffic Control Plans

8.7.1 Develop construction sequence plan showing:

- Travel lanes and construction area for each phase of construction
- Temporary signing and striping, barricades, and other channelization devices
- Narrative of the sequence of work
- Public utilities construction phasing (if needed)
- Adjacent property access during construction

8.7.2 Develop typical TCP cross sections showing lane widths, edge conditions, channelization and proposed construction area

8.7.3 Develop TCP typical intersection staging plans for similar intersections. Develop custom intersection staging layouts for special conditions.

8.7.4 Develop TCP typical driveway staging plans for similar driveways. Develop custom driveway staging layouts for special conditions.

8.7.5 Prepare traffic control details to clarify intent of design

8.7.6 Compile applicable TxDOT standard details. Modify standard details as needed.

8.8. Illumination

8.8.1 Design of pavement illumination systems to provide lighting levels in accordance with applicable local codes and Illuminating Engineering Society of North America (IESNA) recommended practices.

8.8.2 Prepare a photometric layout and perform one iteration of the photometric layout based on the City's review.

8.8.3 Prepare illumination construction plans as needed for inclusion in the civil construction documents. The illumination plans will include light pole location data, foundation details, conduit routing, conductor sizing, and electrical service locations.

8.8.4 Provide supporting calculations

8.8.5 Provide technical specifications for the light poles and fixtures.

8.8.6 Coordinate with local electric service providers for electrical service locations

8.8.7 Schedule and conduct two (2) meetings with LP&L and/or SPEC and the City to discuss design of the illumination system. ENGINEER will work to locate overhead utilities such that standard 30, 40' or 50' illumination poles can be installed without conflict with overhead utilities.

8.9. Interim Design Submittal (60%) Deliverables

8.9.1 Submit six (6) 11" x 17" paper copies of the 60% PS&E (with PDF file) to the City and TxDOT for review and comment.

8.9.2 This submittal will provide assurance that project scope is addressing project issues, and will allow for design changes with sufficient lead time for minor revisions. Deliverables to be provided with this submittal include:

- Typical Sections (100%)
- Title Sheet (100%)
- Index of Sheets (75%)

- Construction Phasing (100%)
- Traffic Control Plan (75%)
- Plan & Profile Sheets (90%)
- Intersection Layouts (75%)
- Hydraulic Analysis (100%)
- Drainage Details (90%)
- SW3P (90%)
- EPIC Sheet (100%)
- Utility Layouts (95%)
- Signing and Striping Layouts (75%)
- Illumination, ITS and Signal Layouts (75%)
- Quantities and Summary Sheets (90%)
- Updated Estimate

8.10. Final Design Submittal (Bid Set) Deliverables

8.10.1 Submit an electronic PS&E file submission as required by City, to include sealed plan sheets and all supporting documents required for bidding.

8.11. Post Bid Submittal Deliverables

8.11.1 Submit ten (10) 11" x 17" sets of plans after the project's bid opening.

8.11.2 Submit one (1) PDF electronic copy of the plan set and specifications, including addenda, on DVD after the project's bid opening.

9. Bid Phase Support

9.1. Support City during the bid phase to address and respond to questions from prospective bidders.

9.2. Prepare and submit addenda changes that are necessitated by questions during the bid phase.

9.3. Incorporate addenda changes into the Final Plan Set.

9.4. Assist the City in evaluating the bids and prepare a recommendation letter.

10. Additional Services

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the City. Such services shall include, but are not limited to, the following:

- Construction staking
- Design of any offsite drainage improvements beyond the improvements identified in the scope
- Existing water or sanitary sewer relocations
- Proposed water or sanitary sewer installations
- Landscape design
- Irrigation design
- Construction Contract Administration
- Construction Phase Engineer of Record support services

- Construction Phase RPR Services
- Design of structural retaining walls
- Preparation for and attendance at public meetings beyond what was identified in the scope
- Furnish additional copies of review documents and/or bid documents more than the number of the same identified above
- Assist the City as an expert witness in litigation about the project or in hearings before approving and regulatory agencies
- Redesign to reflect project scope changes requested by the City or TxDOT, required to address changed conditions or change in direction previously approved by the City or TxDOT, mandated by changing governmental laws, or necessitated by the City or TxDOT's acceptance of substitutions proposed by the contractor

TIME OF COMPLETION

Consultant and Subconsultants are authorized to commence work on the Project upon execution of a mutually acceptable contract and agrees to complete the services according to the following non-traditional delivery schedule:

- Design Survey, ROW Mapping, Geotechnical Investigation, SUE, Utility Coordination — June 1, 2020
- Initial Design Phase Plans Ready for Bid (HEB Portion 100% and remainder 50% complete) — June 1, 2020
- Final Design (100% complete plan set) — August 14, 2020

Note: Schedule above will be adjusted to a more traditional schedule if funding is not able to be secured to allow for a contractor NTP the last week of July. An accelerated schedule will still be implemented with a traditional 100% complete plan bid set.

Kimley»Horn

Exhibit B - Fee Schedule
City of Lubbock Contract No. 15089
114th Street - Quaker Avenue to Slide Road
16-Mar-20

Task No.	Task Name (Lump Sum)	Kimley-Horn	Hugo Reed	Rios	Pavetex	Subtotal
1	Design Survey	$ 16,300.00	$ 57,085.00	$ -	$ -	$ 73,385.00
2	Right of Way Survey and Services	$ 14,200.00	$ 37,550.00	$ -	$ -	$ 51,750.00
3	Geotechnical Investigation	$ 5,600.00	$ -	$ -	$ 10,869.00	$ 16,469.00
4	Subsurface Utility Engineering (SUE)	$ 11,500.00	$ 2,165.00	$ 44,250.00	$ -	$ 57,915.00
5	Franchise Utility Coord./Relocations	$ 49,100.00	$ -	$ -	$ -	$ 49,100.00
6	Preliminary Design	$ 183,400.00	$ -	$ -	$ -	$ 183,400.00
7	Drainage Analysis	$ 25,000.00	$ 37,980.00	$ -	$ -	$ 62,980.00
8	Final Design	$ 337,600.00	$ 22,520.00	$ -	$ -	$ 360,120.00
9	Bid Phase Support	$ 19,200.00	$ 2,240.00	$ -	$ -	$ 21,440.00
Total Contract Fee		**$ 661,900.00**	**$ 159,540.00**	**$ 44,250.00**	**$ 10,869.00**	**$ 876,559.00**

Kimley-Horn will perform the services in Tasks 1-9 for the total lump sum fee of **$876,559.00** inclusive of expenses. Individual task amounts are informational only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. All permitting, application and similar project fees will be paid directly by the Client. Lump Sum fees will be invoiced monthly based on the overall percentage of services performed.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number

Kimley»Horn

Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

Analyst	$110 - $170
Professional	$165 - $200
Senior Professional I	$185 - $260
Senior Professional II	$250 - $275
Senior Technical Support	$130 - $200
Support Staff	$85 - $120
Technical Support	$75 - $115

Effective through June 30, 2020

Subject to annual adjustment thereafter

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2020-597711

Date Filed:
03/11/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
The Salvation Army Lubbock
Lubbock, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Lubbock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
15256
Provide shelter and Rapid Rehousing to those in need and that qualify.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Erica Hitt, and my date of birth is 10/4/1981.

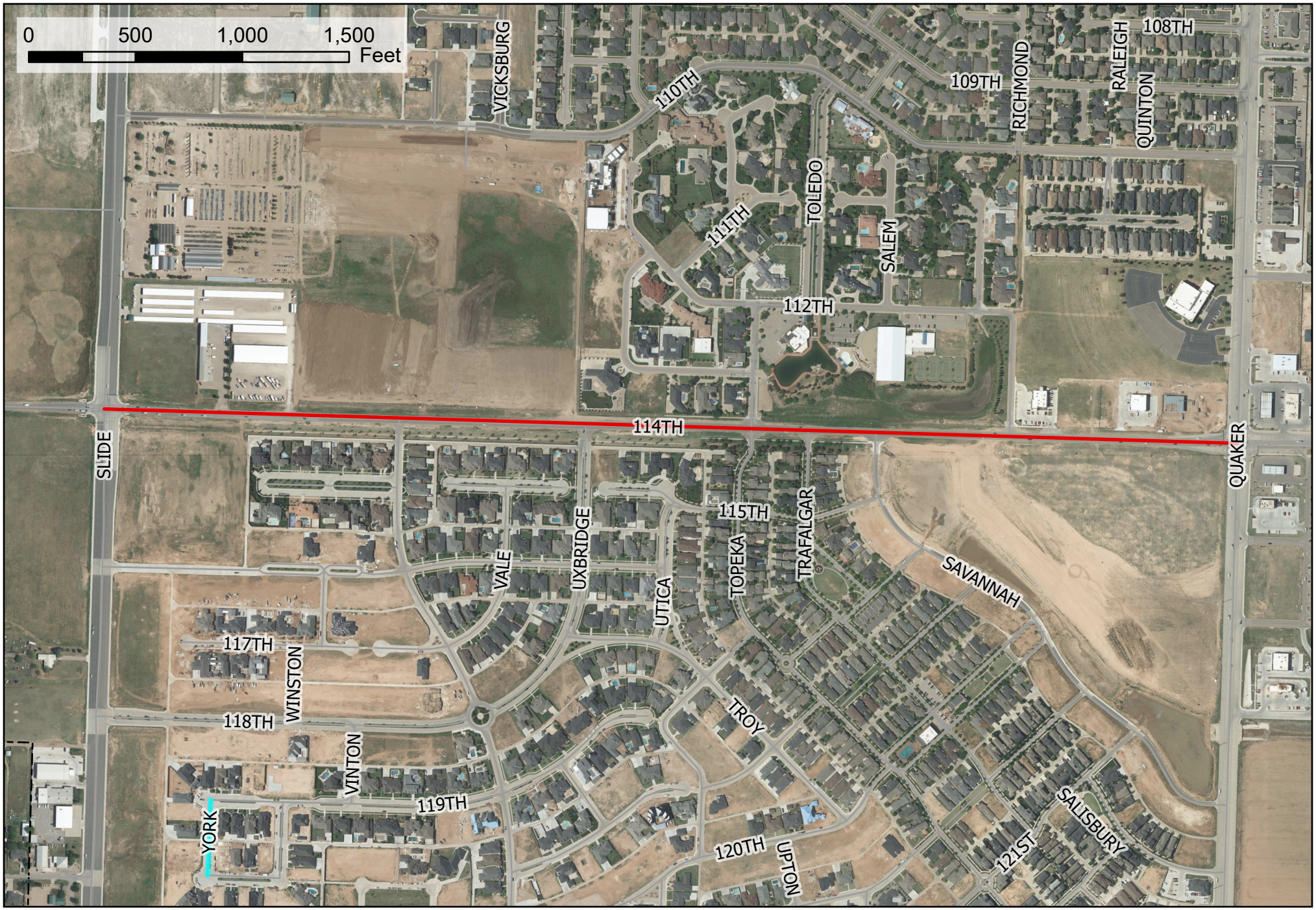
My address is 1619 Ave J (street), Lubbock (city), TX (state), 79401 (zip code), Lubbock (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Lubbock County, State of Texas on the 11th day of March (month), 2020 (year).

THOMAS TROY SMITH, JR.
Notary Public, State of Texas
Comm. Expires 08-11-2020
Notary ID 6760864

Thomas Troy Smith Jr.
Signature of authorized agent of contracting business entity
(Declarant)



114th Street Between Slide and Quaker

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

GIS and Data Services
P.O. Box 2000, 1314 Avenue K Lubbock, Texas 79457
gisanddataservices@mylubbock.us

N

City of Lubbock TEXAS

City of Lubbock, TX
Capital Project
September 14, 2021

Capital Project Number:	92669
Capital Project Name:	114th Street Slide Road to Quaker Avenue

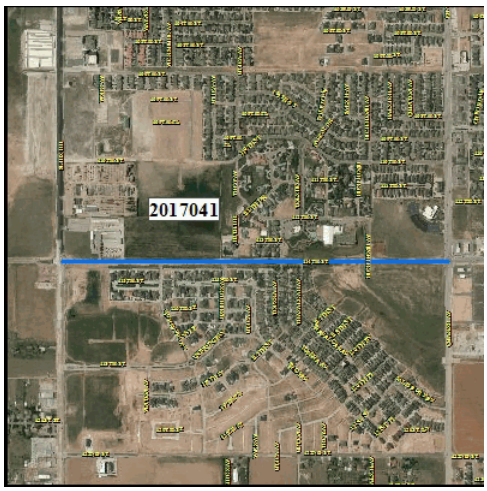
Encumbered/Expended	**Budget**
City of Lubbock Engineering Staff Time	$ 4,526
LPL Staff Time and Materials for Utility Relocation	49,600
PSA - Kimley-Horn and Associates, Inc. for Design - Contract 15089	846,559
Agenda Item September 14, 2021	
Amendment 1 to Contract 15089	108,100
Encumbered/Expended To Date	1,008,785
Estimated Costs for Remaining Appropriation	
Construction of 114th Street Slide Road to Quaker Avenue	7,491,215
Remaining Appropriation	7,491,215
Total Appropriation	$ 8,500,000

Managing Department **Engineering**

Project Manager **Josh Kristinek**

Project Classification **New Roadways**

Project Status **Approved**



Project Scope

This roadway is designated on the 2007 Thoroughfare Plan to become a T-2(7-lane) Thoroughfare. Improvements will also be made to the pedestrian elements as well as the street lighting and the drainage.

Project Justification

The City of Lubbock continues to strive to meet the transportation needs of its citizens. We must continue to anticipate the infrastructure needs for a growing populous in order to provide a safe and effect transportation system. Due to continued development in the area this roadway has become congested and the road bed itself is requiring constant maintenance in order to serve the traveling public.

Project History

$1,000,000 was appropriated in FY 2019-20, Budget Amendment No. 16, Ord. No. 2020-O0040, March 24, 2020.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total Project Amount
Construction	0	7,500,000	0	0	0	0	0	7,500,000
Design and Engineering	1,000,000	0	0	0	0	0	0	1,000,000
Total Project Appropriation	1,000,000	7,500,000	0	0	0	0	0	8,500,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total Funding
FY 2011 General Obligation Bonds	400,000	0	0	0	0	0	0	400,000
FY 2013 General Obligation Bonds	600,000	0	0	0	0	0	0	600,000
FY 2017 Tax Supported Revenue CO's	0	96,030	0	0	0	0	0	96,030
FY 2021 Tax Supported Revenue CO's	0	7,403,970	0	0	0	0	0	7,403,970
Total Funding Sources	1,000,000	7,500,000	0	0	0	0	0	8,500,000

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

Regular City Council Meeting **7. 30.**

Meeting Date: 09/14/2021

Information

Agenda Item

Resolution - Gateway Streets: Consider a resolution amending the Gateway Street Projects Fund to expand the qualifying roadway projects for Arterial Roadways in order to enlarge existing roadways to increase capacity, to rebuild existing roadways to improve safety, or to construct new roadways on unimproved Arterial sections.

Item Summary

On February 19, 2004, the City Council adopted Resolution No. 2004-R0099 establishing the Gateway Street Projects Fund, in order to provide a source of construction funding for street projects designed to spur development, growth, and redevelopment in Lubbock. The resolution set forth a dedicated revenue source of 40% of the franchise fees, or access line fees paid by outside utilities and Lubbock Power and Light, beginning with the Fiscal Year 2004-05 Adopted Budget.

The City Council previously discussed the structure and purpose of the Gateway Street Projects Fund, including the dedicated revenue sources and the allowable project expenditures, on October 27, 2020, November 12, 2020, November 17, 2020, February 9, 2021, and February 23, 2021. As directed by the City Council, this resolution directs appropriation of the Gateway funds for construction of Arterial Roadway projects that increase capacity to reduce congestion and accommodate anticipated growth, rebuild existing arterial roadways to improve safety and schematics to meet current engineering design standards, and construct new roadways on unimproved arterial sections.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution

RESOLUTION

WHEREAS, the City Council of the City of Lubbock (the "Council") established the "GATEWAY STREET PROJECTS FUND" (the "Fund") to provide a source of construction funding for street projects designed to spur development, growth, and redevelopment in Lubbock; and

WHEREAS, the City of Lubbock (the "City") collects franchise fees and line access fees from public utilities using and renting the public rights-of-way within the City; and

WHEREAS, through the passage of Resolution No. 2004-R0099, the City began using forty percent (40%) of said franchise fee revenues and access line fees to fund the Fund with the Fiscal Year 2004-2005 City budget; and

WHEREAS, the Council desires to amend the intended use of the Fund to expand the qualifying roadway projects for Arterial Roadways in order to enlarge existing roadways to increase capacity, rebuild existing roadways to improve safety, and/or construct new roadways;

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

1. **THAT** Resolution No. 2004-R0099, approved by the Council on February 19, 2004, is hereby repealed;

2. **THAT** the City Manager of the City of Lubbock is hereby instructed to amend the Fund for the inclusion of additional projects as set forth herein beginning with the Fiscal Year 2021-2022 City budget;

3. **THAT** beginning with the FY 2021-2022 City budget, the revenue of forty percent (40%) of franchise fees and access line fees collected for each public utility that pays said fees shall be deposited into the Fund; and

4. **THAT** said funds shall be appropriated for construction of Arterial Roadway projects for the following purposes:

a. Expand existing Arterial Roadways to increase capacity to reduce congestion and/or to accommodate anticipated development;

b. Rebuild existing Arterial Roadways to improve safety and schematics of roadways to meet current Engineering Design Standards; or

c. Construct new roadways on unimproved Arterial sections, either in phased or full construction.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

Res.GatewayFund
03.24.21

Regular City Council Meeting **7. 31.**

Meeting Date: 09/14/2021

Information

Agenda Item

Resolution - Water Utilities: Consider a resolution authorizing the Mayor to execute a pipeline easement agreement, by and between the City of Lubbock and the Lake Alan Henry Water District, in connection with certain property in Garza County, Texas.

Item Summary

In 2003, the 78th Texas Legislature passed Senate Bill 1941 creating the Lake Alan Henry Water District (LAHWD), a special law conservation and reclamation district. On May 8, 2008, the City of Lubbock executed a 20-year contract with the Lake Alan Henry Water District (LAHWD) and the South Garza Water Supply (SGWS) to provide up to 520 acre-feet (169 million gallons) of raw water each year to developments surrounding Lake Alan Henry within the LAHWD service area. Lubbock's raw water is supplied to SGWS, a private water system operating under a contract with LAHWD. SGWS constructed a pump station, transmission lines, a surface water treatment plant, and distribution lines to provide treated water to lot owners in the Northridge Development located along the north side of Lake Alan Henry. The SGWS began pumping raw water from Lubbock's intake structure in December 2009.

On November 1, 2018, the Lubbock City Council executed a new raw water lease between the City and the LAHWD. This contract with the LAHWD was designed to replace the previous raw water contract. The LAHWD plans to purchase the SGWS facilities and extend the water system to other developments within their service area on both the north and south side of the Lake. As part of this agreement, the City granted the LAHWD the right to construct a pipeline on City property across the downstream side of the Montford Dam, to allow the LAHWD to transport water to developments on the south side of Lake Alan Henry.

This pipeline easement agreement is a legal instrument required by the U.S. Department of Agriculture's grant and low interest loan program which will fund the LAHWD's water supply project.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution - LAHWD PipelineEasement

Agreement - LAHWD Pipeline Easement

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Easement in connection with certain property located in Garza County, Texas by and between the City of Lubbock and the Lake Alan Henry Water District, and all related documents. Said Easement 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 the _____ day of _____, 2021.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

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.

EASEMENT

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

The City of Lubbock, Texas, ("Grantor") with street address of 1314 Avenue K, Lubbock, Texas 79401, for a valuable consideration, to it paid by The Lake Alan Henry Water District (the "Grantee") with an address of _____, the receipt and sufficiency of which are hereby acknowledged, has granted and does by these presents grant unto Grantee the following described perpetual exclusive easement, servitude and right-of-way, as described herein (hereinafter called the "Easement") through, over, under, upon, across and within the following described lands, described and depicted in Exhibit A (hereinafter called the "Lands") situated in Garza County, Texas. This agreement shall be referred to herein as "Easement Agreement."

Pipelines and Equipment

1. Grantor hereby grants to Grantee a perpetual exclusive Easement to survey, construct, reconstruct, install, upgrade, operate, inspect, maintain, alter, relocate, replace, repair, and remove (hereinafter called "Permitted Uses") pipelines, conduits, drain (blow-off) valves, valve boxes, meters, meter boxes, vents, manholes, manhole covers, corrosion monitoring test stations, pipeline markers, fence gates, flow meters, system communication lines and splice boxes, pipeline trail road, and equipment and facilities related thereto (collectively, the "Pipeline Equipment"), or any part thereof (hereinafter collectively called the "Pipeline System"), for and/or related to the transportation of water through, under, upon, over, across and within the Lands. Such perpetual exclusive Easement shall be 50 feet wide, as described and depicted in Exhibit A as attached hereto. Further, a Temporary construction Easement is hereby granted adjacent to the perpetual exclusive Easement which shall be an additional 50 feet. The Temporary Easement shall terminate upon completion of all construction activities related to that portion of the Pipeline System that requires said Temporary Easement Exhibit A is attached hereto and incorporated herein, and hereby made a part hereof by reference to describe and depict the Easement and the Lands. Grantee may record this Easement with a sketch, image, or other visual depiction as Exhibit "A" generally depicting the location of the Easement and the route of the Pipeline System across the Lands. If a sketch, image, or other visual depiction, other than a formal survey, is utilized, upon completion of construction of the Pipeline System, Grantee shall (a) prepare and provide to Grantor a final survey depicting the location of the Easement and (b) prepare, execute, and record in the real property records a notice that such survey is substituted for the sketch, image, or depiction with all references herein to the "Easement" thereafter referring to the strip of land described and

depicted in the survey attached to such subsequent notice. Grantee shall furnish Grantor with a copy of the recorded notice.

2. Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (the right to perform Permitted Uses related to the Pipeline System; (b) the right (for men, material, and equipment) of ingress and egress and regress to and from and access on and along said Easement granted herein, with the right to ingress and egress and regress to and from and access on and along said Easement, for the Permitted Uses; (c) the right to locate the Pipeline System through, over, under, upon, across and within the Easement for the purpose of water transportation; and (d) the reasonable right from time to time to remove any and all undergrowth and other obstructions that may injure Grantee's pipeline and appurtenances or interfere with the Permitted Uses.

3. Within the Easement, Grantee shall have the right to cut fences and install gates to enable Permitted Uses for the Pipeline System.

4. This grant of Easement shall not preclude the right of Grantor to cultivate, use, and enjoy the Lands for any purposes which will not constitute an interference with the Easement, rights and privileges herein granted to Grantee, or endanger any of Grantee's property. However, the right reserved by Grantor as to the perpetual Easement shall not include the right to erect any buildings, reservoirs, structures, or other improvements on the perpetual Easement without the advance written permission of Grantee.

5. Grantee covenants and agrees to construct the Pipeline System, and to perform its obligations under this Agreement, in a prudent manner and with due professional care for Grantor's property, business, and operations, and according to standard industry practices. In case of abandonment of said Easement as provided herein, the title and interest herein granted shall end, cease, and terminate, and title to the Easement, pipeline, equipment, and facilities shall revert to the then owner of the Lands.

6. **Legal Requirements; No Interference**. Grantee covenants and agrees that its use of the Easement, and its operations conducted thereon, shall at all times comply with this Easement Agreement and all material applicable local, state, and federal laws, orders, rules, regulations, standards, licensing, permitting, and other legal requirements including, without limitation, all material environmental laws, orders, rules, regulations, standards, licensing, and permitting (the "Legal Requirements"). Further, Grantor and Grantee shall each conduct their activities in such a manner as to not unreasonably interfere with, or cause disruption to, the other's business, operations and property or those of a third party entering or crossing the easement.

7. **Construction Specifications**. Grantee covenants and agrees to construct, maintain, repair and replace the Pipeline System in the Easement Area in accordance with the following:

(a) **Minimum Pipeline Depth**. The Pipeline System shall be so located or shall be buried at a sufficient depth so it will not interfere with farming activities currently in practice and cultivation of the soil at the soil levels as they exist at the

time of execution of this Easement and, in any event, the Pipeline shall be buried at such depth as will allow a minimum coverage of forty-eight inches (48") for current ranchland and a minimum coverage of sixty inches (60") for current farmland. Any Pipeline Equipment that will be installed above plow depth on cultivated lands shall only be installed at the locations identified on **Exhibit A** or, if no locations are specified on **Exhibit A**, at such other locations that will not interfere with farming activities and which are approved in writing by Grantor, such approval not to be unreasonably withheld.

(b) **Ditching**. Unless determined by an outside engineer to be impractical, all ditching shall be in accordance with the "double ditch" method whereby the top eighteen inches (18") of soil (the "Top Soil") shall be removed from the Pipeline trench (the "Trench") and stored in a pile that is segregated from all other material and debris, and the remaining soil (the "Bottom Soil") shall be removed from the Trench and stored in a pile that is segregated from the Top Soil. When the Trench is refilled after the Pipeline has been laid and the Pipeline Equipment installed, the Bottom Soil shall be placed in the trench first leaving room to fill the uppermost eighteen inches (18") of the Trench to be filled with Top Soil. Top Soil shall be used to fill the remainder of the Trench. Any Bottom Soil remaining after filling the Trench shall (i) on cultivated lands, be removed from the Easement Area and disposed of off of the property of Grantor, and (ii) on uncultivated lands, shall be spread over the area within the Easement in a manner acceptable to Grantor and that will not restrict or limit the re-growth of natural vegetation. Rocks or other debris arising in connection with clearing the area over the Easement and ditching the Trench for the Pipeline System shall be removed as set forth in Paragraph 7(h) below. As stated above, single ditching shall be allowed in all areas where "double ditching" is impractical (as determined by an outside engineer).

(c) **Trench Leveling**. Within uncultivated areas, upon completion of construction of the Pipeline System, excess material may be mounded over the Trench and covered with Top Soil; provided that the mound will be limited to a maximum of one foot (1') in height and will be graded to allow natural drainage. Within cultivated areas, upon completion of construction of the Pipeline System, the Easement area shall be leveled to grade (or as otherwise agreed to by Grantor in writing). In all instances the area over the Easement shall be cleaned up in a professional manner.

(d) **Maximum Open Segments**. The construction, installation, maintenance, and repair of the Pipeline System shall be performed in segments so that there is never more than three thousand feet (3000') of open Trench at any one time and no open segment shall be open for more than seven (7) days; provided, however, that excavations for pipeline appurtenances and tunnel/bore crossings may remain open for up to thirty (30) days.

(e) **Compaction**. Grantee shall mechanically compact all fill material to prevent any subsidence. To the extent there exists or hereafter arises any

subsidence or erosion arising in connection with the construction, installation, maintenance, or repair of the Pipeline System, Grantee shall refill with top soil, re-compact, and re-grade all affected areas and take any further action reasonably required to return the surface to a substantially similar, or better, condition than adjacent, undisturbed areas and prevent future subsidence or erosion. In the event that Grantor at any time discovers any subsidence or erosion after the installation of the Pipeline, Grantor may provide notice of such subsidence or erosion to Grantee. Within thirty (30) days' after Grantee's receipt of such notice, Grantee shall commence and thereafter diligently and without unreasonable delay refill with top soil, re-compact, and re-grade all affected areas to return the affected area to grade and to a substantially similar condition than adjacent undisturbed areas and to prevent future subsidence or erosion.

(f) **Gates**. Grantee shall install gates at each existing fence to be crossed within the Easement in order to enable Permitted Uses for the Pipeline System. Before a fence is cut by Grantee, Grantee will set H-braces on the outside boundaries of the Temporary Easement and Easement Area (e.g. 120 feet apart) then tie-off and cut the fence adjacent to each H-brace. The Grantee shall then set temporary T-posts and string barbed wire along the 120-foot opening and install a temporary barbed wire gate or gates, as needed. At the time of construction through the affected area, the Grantee will remove the temporary T-posts so as to permit construction activities. At night, Grantee will install temporary fencing. Upon completion of the subject Pipeline section, Grantee will install interior H-braces and a permanent 14-foot gate(s). Grantee will then install permanent T-posts and barbed wire to connect the H-braces. Fences, gates, gate posts, and corners installed by Grantee shall meet the specifications described in, and be installed as specified in, **Exhibit B** attached hereto and made apart hereof and shall be installed with professional care and according to standard industry practices. All gates installed by Grantee shall be made of painted steel pipe. Except during construction as described above, all fence gates on the exterior of Grantor's property shall be closed and locked at all times, unless Grantor in its sole discretion consents to temporary cattle guards or other arrangements. All gates on the interior of Grantor's property shall be left as found. All cattle guards on the exterior of Grantor's property shall be closed and locked at night unless otherwise requested by Grantor. After construction, Grantee shall put a lock on all gates and Grantor may install its own lock on such gates; provided, however, that at all times Grantor and Grantee shall have full and complete access to the Easement.

(g) **Debris Removal**. Grantee covenants and agrees that at Grantee's sole cost and expense any and all debris materials of any kind arising in connection with the construction, installation, operation, inspection maintenance, replacement, repair, and removal of the Pipeline System, including trash, trees, timber, wood, bushes, shrubs, brush, and other debris materials (collectively, "debris"), shall be removed by Grantee from Grantor's property and disposed of properly so as to make the surface substantially similar to, or better than, adjacent undisturbed areas. Further, all rocks and rubble arising in connection with the construction, installation,

operation, inspection, maintenance, replacement, repair, and removal of the Pipeline System will be removed from Grantor's property so as to make the surface substantially similar to, or better than, adjacent undisturbed areas. Notwithstanding the foregoing, Grantee and Grantor by mutual agreement may determine that (i) Grantee may shred or mulch trees, timber, wood, bushes, shrubs, and brush and scatter such debris over Grantor's property, (ii) Grantee may burn trees, timber, wood, bushes, shrubs, and brush, (iii) Grantee may store or scatter rocks and rubble at locations designated by Grantor, or (iv) any other reasonable method to dispose of trees, timber, wood, bushes, shrubs, brush, rocks, and rubble. If any trees, timber, wood, bushes, shrubs, and brush are burned on site, the Grantee shall maintain constant watch over burn piles with adequate firefighting equipment on site. Grantee further agrees that neither Grantee nor its employees, contractors, agents nor representatives will burn any trees, timber, wood, bushes, shrubs, or brush cleared from the Easement Area or the Temporary Easement Area during burn bans designated by county officials.

(h) **Temporary Crossings**. During construction of the Pipeline System, crossovers shall be installed by the Grantee over the Trench to provide access for Grantor (and Grantor's personnel, equipment, and livestock) over the Trench to and from Grantor's adjacent property (i) over all existing paved or unpaved roads and (ii) for livestock (at no less than 500-foot intervals). Further, Grantee may, at Grantee's option, construct temporary fencing near any open hole or trench.

(i) **Reseeding**. If any of the Easement Area or Temporary Easement Area consists of grassland, Grantee shall, using the recommended procedure (either via drill or broadcast), plant a native (e.g. native to the local area) seed mix of grass and forbs as identified or designated by the USDA FSA office located in the county of the Easement and subject to reasonable availability.

(j) **Existing Terraces; Damage to Adjacent Property**.

(i) **Terraces**. Existing terraces in the Easement will be replaced upon the backfill of the trench excavated in connection with the construction of the Pipeline System. In the event that the breach of any existing terrace results in any damage to Grantor's adjacent property or the breach of any down grade terraces (whether or not within the Easement), Grantee shall repair any such damage and return the surface of affected areas to a condition substantially similar to, or better than, adjacent undisturbed areas.

(ii) **Damage to Adjacent Property**. In the event that the activities of Grantee (or any of its agents, employees, contractors, subcontractors, suppliers, or invitees and/or their equipment or vehicles) within the Easement result in any damage or erosion to Grantor's property located outside of the Easement, Grantee shall repair any such damage or erosion and return the surface of the affected areas to a condition substantially similar to, or better than, adjacent undisturbed areas.

(k) **Diversions; Terraces; Stream Beds**. Grantee shall install water diversions and terraces where necessary or appropriate in order to divert water away from excavated areas, to prevent erosion and to permit the natural flow of water that existed prior to construction of the Pipeline. Further, where the Easement crosses any wet or seasonal stream beds, all Permitted Uses shall be conducted in a recognized manner to protect said stream beds and to prevent erosion

(l) **Blasting**. Prior to blasting within the Easement, Grantee will notify Grantor. However, no blasting will be permitted within five hundred feet (500') of any existing buildings, pipelines, or wells; provided, however, that Grantor shall provide written disclosure of the location of any such improvements that are located underground before such blasting.

(m) **Trail Road**. The pipeline trail road shall not exceed twelve feet (12') in width. The trail road shall be constructed, repaired, and maintained in a manner consistent with Grantee's needs and purposes; provided, however, such trail road shall include culverts and water diversions where appropriate to prevent washouts and erosion. Grantee shall level or fill all ruts and washouts and otherwise maintain the trail road on a reasonable basis. Grantor shall have use of such road within Grantor's property so long as Grantor's use does not unreasonably interfere with Grantee's use of the Easement. After completion of the construction of the Pipeline System and except in cases of emergencies, in order to avoid ruts and washouts, Grantee and Grantor shall use reasonable efforts to avoid the use of the trail road when wet.

(n) **Necessary Temporary Use**. Grantee shall have the right to use Grantor's property located immediately adjacent to the Easement Area for the following:

(i) On rangeland, detouring around natural impassable impediments within the Easement, such as canyons, large boulders or large trees; or

(ii) the repair and removal of equipment or vehicles stranded within the Easement, but only to the extent there is not sufficient area within the Easement to permit such repair and removal.

Except as provided in this Paragraph 7(o), Grantee (and its elected officials, officers, agents, employees, representatives, contractors, independent contractors, subcontractors, or any employee or invitee of any of them) shall not at any time go upon the property of Grantor outside of the Easement and Temporary Easement. To the extent that any such incursion upon the lands of Grantor adjacent to the Easement results in any damage to such lands, Grantee shall be liable for such damage and in any event covenants and agrees that the affected areas shall be returned to the condition that is substantially similar to, or better than, adjacent undisturbed areas.

(o) **Staking of Easement**. Prior to commencement of construction of the Pipeline System, Grantee shall stake the exterior boundaries of each side of the Easement (e.g. the parallel lines, 50 feet apart, that mark the outside boundaries of the Easement). Such boundary shall be staked with clearly visible, above ground markers so that all parties can easily view the boundary of the easements. Such markers shall be maintained until completion of construction of the Pipeline System.

(p) **Tree Grubbing**. Upon commencement of work on the construction of the Pipeline System (and prior to trenching), Grantee shall grub (using an excavator modified to grub mesquite) all mesquite removed. All debris arising as a result of grubbing activities will be disposed of in accordance with Paragraph 7(h) above. Grantor acknowledges that Grantee is not liable for any re-growth of vegetation after any Tree Grubbing identified in Paragraph 7(q) or after any double ditching as identified in Paragraph 7(b) and that re-growth of vegetation will occur over time.

8. **Cure Period**. In the event that Grantee is in violation of any of the terms of this Agreement, Grantor shall give written notice of, and an opportunity to cure such violation to Grantee. Grantee covenants and agrees within thirty (30) days of receipt of such notice to commence to cure, and thereafter diligently and without unreasonable delay pursue to cure, such violation; provided, however, that the cure of any subsidence of erosion will be completed within one hundred and twenty (120) days after receipt of such notice to commence to cure.

9. **Covenant to Maintain Pipeline**. Grantee shall at all times during the term of this Easement, at Grantee's sole cost and expense, exercise due care and diligence in the use of the rights and privileges herein granted and keep the Pipeline System in a safe and properly maintained condition. Grantee shall promptly make all necessary or appropriate repairs, replacements, and renewals of the Pipeline System, and keep and maintain the Pipeline System in good order, condition, and repair (ordinary wear and tear excepted), and in such condition as may be required by applicable Legal Requirements. Grantee shall keep the Easement in good order, condition, and repair and free of all debris following any work related to Permitted Uses on the Pipeline System.

10. The grant of Easement herein contained is subject to all valid and subsisting easements, leases including oil, gas and wind energy leases, and rights-of-way of record affecting the Lands.

11. Grantee shall procure and have recorded without cost to Grantor all assurances of title and affidavits which the Grantor may be advised by Grantee are necessary and proper to show in Grantor title sufficient to grant the above easement free and clear of encumbrances other than those encumbrances expressly defined herein. Abstracts or certificates of title or title insurance may be procured by the Grantee at its expense. The expense of recording this Easement shall be borne by Grantee. Grantor agrees to cooperate and aid Grantee, if necessary, to obtain any curative documents needed.

12. As complete consideration for the above grant of easement and for all the rights and privileges granted to the Grantee in this agreement, Grantee agrees to pay Grantor the one-time sum of ten Dollars ($10.00), in compliance with Article II, Section G, Subsection 2 of the *Raw Water Lease Between The City of Lubbock and The Lake Alan henry Water District* dated November 1, 2018, which is incorporated herein for all purposes.

13. "Grantor" when used in this instrument, shall include The City of Lubbock's officers, agents, servants, employees, representatives, contractors, independent contractors, and/or subcontractors.

14. "Grantee" and/or "LAHWD" when used in this instrument, shall include The Lake Alan Henry Water District's officers, agents, servants, employees, representatives, contractors, independent contractors, and/or subcontractors.

15. Words of any gender used in this agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

16. A dispute related to claims for damages accruing under the terms hereof shall not be cause for the termination of the easement and/or any rights granted hereunder, and Grantor shall be solely limited to the remedy of actual money damages for such claims, subject to those limitations contained in Paragraph No. 21 hereunder.

17. It is understood and agreed that this Easement is not a conveyance of the fee estate for any of the Lands covered hereunder, but is only an easement through, over, under, upon, across, and within the Lands.

18. The provisions of this Easement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

19. This Easement contains the final and complete expression of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Easement may be modified in writing only, signed by the parties in interest at the time of the modification.

20. In case any one or more of the provisions contained in this Easement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Easement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

21. **Limitation on certain types of damages.** Neither party shall be liable to the other party or any of such party's affiliates in any action or claim, including without any limitation, any action or claim for indemnity hereunder , above, for loss of profit, loss of product, loss of use, or for indirect, consequential, punitive, exemplary, special or other similar types of damages, regardless of how caused and regardless of the underlying theory of recovery, and even if caused by the sole or concurrent negligence of the responsible party.

22. Grantee agrees not to interfere with Grantor's rights to use and enjoy the Lands for any purpose, except as limited herein, provided that any such operation or use by Grantor, or Grantor's successors or assigns, shall not interfere with or endanger the operations or integrity of Grantee's Pipeline System and Permitted Uses. Additionally, the Grantor will not construct any facilities or perform any activities in or around the Easement and Lands that may violate federal and state regulations regarding the protection of drinking water supplies and facilities that convey such water. Grantor and Grantee agree and hereby give notice to any subsequent mineral, water, wind or energy lessee or grantee of any interest overlying or underlying the Lands owned by Grantor and the Easement, that Grantee will be operating the Pipeline System as a Permitted Use as defined herein, and that no drilling, mining, or other operation shall be conducted on or in the vicinity of the Easement and Lands which would interfere with or endanger the operations or integrity of the Pipeline System and Permitted Uses. Further, no structure shall be placed on the Easement, which would interfere with or endanger the operations or integrity of the Pipeline System and Permitted Uses.

A. To the extent that Grantor owns any portion of the mineral and/or royalty interest under the Lands defined herein, Grantor surrenders and releases its surface drilling rights and all other rights of surface use of the Easement and Lands incident to the production of oil, gas, hydrocarbons, minerals, wind energy, and water production subject to the following exception and limitation:

i) Grantor reserves and excepts from this release and retains for itself, its successors and its successors-in-interest, all rights to explore for, to drill and produce oil, gas and other hydrocarbons underlying or situated beneath the Easement and Lands by any means whatsoever, including wells directionally drilled from surface location on nearby lands so long as no surface operations are performed on the Easement and so long as such operations will not interfere with or endanger the operations or integrity of the Pipeline System and Permitted Uses.

ii) Grantor shall include the surface use restrictions and covenants provided herein in any subsequent lease or conveyance of the oil, gas and/or mineral estate, wind rights or interests and water rights or interests.

23. Grantee shall have the right to approve the location and means of future third-party pipelines which will cross Grantee's pipeline system. Grantee will not withhold reasonable crossing requests but will act in a manner to protect Grantee's pipeline system.

24. This document may be executed in counterparts. Each of which shall be combined, and when so combined, shall collectively be treated as an original.

25. This document may be executed, recorded, or otherwise evidenced using Digital Documents and Signatures including, but not limited to, digital formats such as PDF; PNG, JPEG, GIF, and other image-file formats, facsimile, or other digital or electronic file formats, as well as digital images of a handwritten signature or encrypted digital signatures created through or maintained by third-party e-signature programs, software, or providers. A Digital Document or

Signature by a Party shall be treated as an original writing and shall be given equal dignity as a hard-copy writing or communication.

26. The Parties each represent that they are persons or entities duly authorized to conduct business, and the agent signing below has been duly authorized to execute this Easement and effectuate its terms.

TO HAVE AND TO HOLD said Easement unto Grantee, its successors and assigns for so long as the same shall be used for the purposes aforesaid subject to the terms and conditions hereof.

EXECUTED this _____ day of _____, 2021 ("Effective Date").

GRANTOR:

The City of Lubbock

By:_____

Name:_____

Title: _____

GRANTEE:

The Lake Alan Henry Water District

By: Ann Manning

Name: Ann Manning

Title: Secretary

[Acknowledgements *of the Parties on Next Page]*

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Amy Sims
Deputy City Attorney

APPROVED AS TO FORM:

Zachary S. Brady
Outside Counsel for The Lake Alan Henry Water District ("Grantee")

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on _____, 2021, by _____,

_____
Notary Public, State of Texas

_____
Printed Name of Notary
My commission expires: _____

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on August 27th, 2021, by Ann Manning, Secretary.

SCOTTIE MATASKA
Notary ID #129836463
My Commission Expires
May 30, 2022

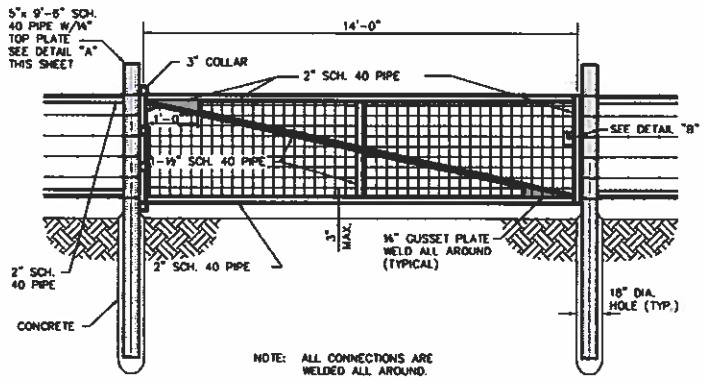
Notary Public, State of TEXAS
SCOTTIE MATASKA
Printed Name of Notary
My commission expires: 5/30/2022

Exhibits: "A" - Description/Depiction of the Perpetual Exclusive Easement
Exhibits: "B" - Fences, Gates, Gate Posts, and Corners Specifications

Exhibit A
Description/Depiction of the Perpetual Exclusive Easement

EXHIBIT D-1
PROPOSED LAII WATER DISTRICT EASEMENTS
LAIIWD Pump Station
Lake Alan Henry
LEGEND
Pump/Substation
LAIIWD Proposed Easement
COL Property Line
Lubbock

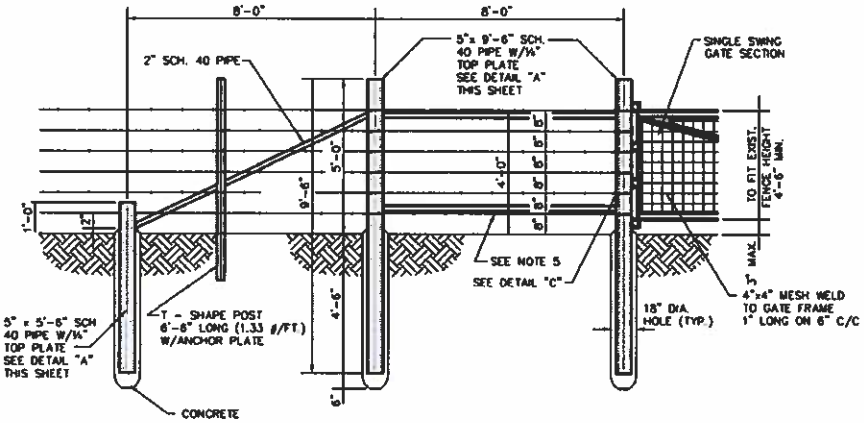
Exhibit B
Fences, Gates, Gate Posts, and Corners Specifications



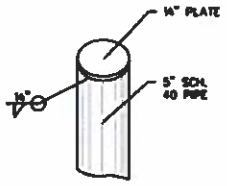
GATE DETAIL
NOT TO SCALE

NOTES FOR FENCES AND GATES:

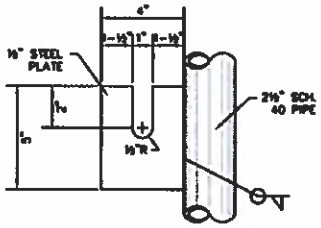
1. GATES TO BE INSTALLED AT ALL FENCE CROSSINGS, UNLESS OTHERWISE DIRECTED BY THE OWNER.
2. ALL STEEL GATES, POSTS, CROSS BRACES, ETC., SHALL BE PAINTED BLUE.
3. PROVIDE 1" LINK CHAIN AROUND GATE AND WELD TO SUPPORT POST. PROVIDE ONE HEAVY DUTY LOCK PER GATE KEYED PER OWNER'S LOCKS.
4. CONTRACTOR SHALL VERIFY EXACT LOCATION OF ALL GATES WITH OWNER PRIOR TO CONSTRUCTION.
5. BARBED WIRE SHALL BE 12 1/2 GA. GALVANIZED BARBED WIRE, MINIMUM 5 STRAND FENCE OR AS PER EXISTING FENCE, WHICH-EVER IS GREATER. WHERE EXISTING FENCE HAS PANEL FABRIC, INSTALL 39" PANEL FABRIC WITH 3 STRAND BARBED WIRE, 47" PANEL FABRIC WITH 1 STRAND BARBED WIRE MINIMUM OR AS PER EXISTING, WHICHEVER IS GREATER.
6. CONTRACTOR SHALL INSTALL EXTERIOR FENCE SUPPORTS AND CONNECT TO EXISTING FENCE, PRIOR TO CUTTING EXISTING FENCE.
7. DIMENSIONS SHOWN ARE FOR FENCES CROSSING AT PERPENDICULAR ANGLE TO PIPELINE. WHERE FENCE CROSSES PIPELINE AT SKEWED ANGLE, DIMENSIONS SHALL BE INCREASED ACCORDINGLY.



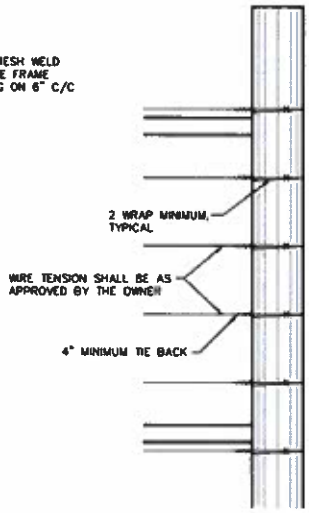
TYPICAL GATE SUPPORT DETAIL
NOT TO SCALE



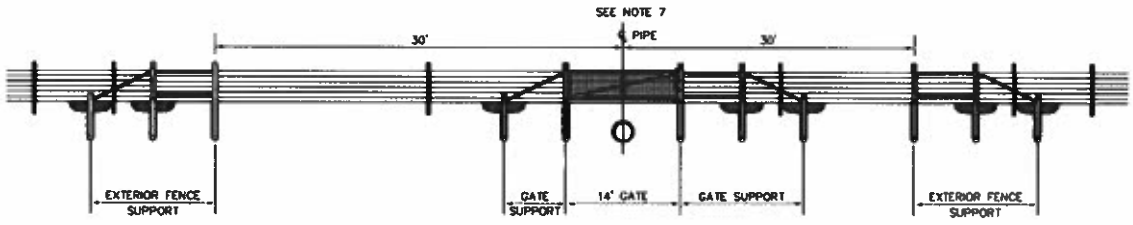
DETAIL "A"
NO SCALE



DETAIL "B"
NO SCALE



DETAIL "C"
NO SCALE



TYPICAL ELEVATION AT GATE
NOT TO SCALE

Exhibit B
Lake Alan Henry Water District
Pipe Easement Gate Detail

Regular City Council Meeting **7. 32.**

Meeting Date: 09/14/2021

Information

Agenda Item

Resolution - Water Operations: Consider a resolution authorizing the Mayor to execute Contract 15905, with Brenntag Southwest, Inc., for the purchase of hydrochloric acid for the North and South Water Treatment Plants.

Item Summary

The City of Lubbock North and South Water Treatment Plants use 15% hydrochloric acid co-reactant to assist in 1) the prevention of nitrification/biofilm within the Lubbock's water distribution system, and 2) for taste and odor control. The 15.0% hydrochloric acid co-reactant is combined with two other chemicals to generate chlorine dioxide, which aids in water disinfection. This specialized product is extremely important to ensure compliance with the Texas Commission on Environmental Quality (TCEQ) Rules & Regulations, as well as ensure that safe water is being produced and delivered. Approximately 467,250 pounds is used annually by the City of Lubbock at the North Water Treatment Plant, and 155,750 pounds is used annually at the South Water Treatment Plant.

In response to ITB 21-15905-YB, one proposal from Brenntag Southwest, Inc. of Lancaster, Texas was received for $0.252 per pound, for a total price of $156,996. Staff recommends awarding this contract to Brenntag Southwest, Inc.

Fiscal Impact

This purchase of $156,996 is funded in the FY 2021-22 Water and Wastewater Fund Operating Budget.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution
Contract
Bid Tabulation
Project Summary

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 15905 for hydrochloric acid for the North and South Water Treatment Plants as per ITB 21-15905-YB, by and between the City of Lubbock and Brenntag Southwest, Inc. of Lancaster, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES. Brenntag Southwest Inc 8-12-21

City of Lubbock, TX
Contract for
Hydrochloric Acid for North and South Water Treatment Plants

THIS CONTRACT made and entered into this ___ day of _____, **2021**, by and between the City of Lubbock ("City"), and **Brenntag Southwest, Inc.**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Hydrochloric Acid for North and South Water Treatment Plants** 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 **Hydrochloric Acid for North and South Water Treatment Plants**.

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, **Hydrochloric Acid for North and South Water Treatment Plants** and more specifically referred to as Item one (1) 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 (1) year, with the option of four (4), 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 rage for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period.

5. This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written

notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

6. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

7. Insurance Requirements

SECTION A. Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO 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**	
GENERAL LIABILITY			
☒ Commercial General Liability		General Aggregate	$1,000,000
☐ Claims Made	☒ Occurrence	Products-Comp/Op AGG	X
☐ W/Heavy Equipment		Personal & Adv. Injury	X
☐ To Include Products of Complete Operation Endorsements		Contractual Liability	X
AUTOMOTIVE LIABILITY			
☒ Any Auto	☐ All Owned Autos		
Owned Autos		Per Occurrence	$1,000,000
EXCESS LIABILITY			
☒ Umbrella Form		Each Occurrence	$4,000,000
		Aggregate	
☒ POLLUTION			$1,000,000
☒ WORKERS COMPENSATION – STATUTORY AMOUNTS **OR**			
OCCUPATIONAL MEDICAL AND DISABILITY			
☒ EMPLOYERS' LIABILITY			$1,000,000

OTHER: COPIES OF ENDOSEMENTS ARE REQUIRED

☒ *City of Lubbock named as additional insured on Auto/General Liability on a primary and non-contributory bases.*
☒ *To include products of completed operations endorsement.*
☒ *Waiver of subrogation in favor of the City of Lubbock on all coverages, except*_____

IMPORTANT: POLICY ENDORSEMENTS

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

REQUIRED PROVISIONS

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

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

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

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

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

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

NOTICES

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

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

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

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

8. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

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

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

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

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

13. Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

14. The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

15. **The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.**

    To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contact as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the

entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

16. 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.

17. 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. 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. 21-15905-YB, 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:

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

APPROVED AS TO FORM:

Amy Sims, Deputy City Attorney

CONTRACTOR

BY _____
Authorized Representative

W. Thomas Crain, Jr.
Print Name

704 E Wintergreen Rd
Address

Lancaster, Texas 75134
City, State, Zip Code

City of Lubbock, TX
Purchasing and Contract Management
ITB 21- 15905-YB
Specifications

INTENT

It is the intent of these specifications to describe the chemical hydrochloric acid 15.0% co-reactant to be used in the water treatment process at the City of Lubbock North and South Water Treatment Plants.

PRODUCT SPECIFICATION

Treatment Chemical purchased for use at the City of Lubbock North and South Water Treatment Plants shall contain no soluble inorganic or organic substances capable of producing deleterious or injurious effects upon the health of those consuming the water, or that would otherwise render it unfit for public consumption. All treatment chemicals must have NSF/ANSI Certification for use in potable water treatment plants. Bidder shall submit a certificate of analysis which will include the specific gravity and pH. The material safety data sheets (MSDS) for the product and NSF/ANSI certification shall also be submitted with the bid. In any event, all products used must have NSF/ANSI certification for use in drinking water treatment plants, any product bid that does not contain NSF/ANSI Certification will be determined unusable and not be considered.

PRODUCT PERFORMANCE

Bidders must submit a list with a minimum of three (3) potable water treatment plants with phone numbers and contact persons that are currently using the product(s). References will be thoroughly checked and will figure prominently into the selection of a successful bidder.

PRODUCT QUALITY PER LOAD

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

TECHNICAL SUPPORT

Vendor shall provide acceptable technical support and response time whenever problems are encountered relating to product use and/or performance. A telephone response time of one (1) business day is required of vendor in cases of product performance problems. A site visit by the vendor may be requested by the owner if owner feels it is necessary to solve any significant problem related to product performance. If a non-routine site visit is requested, the vendor will have five (5) business days to respond and arrive on-site.

QUANTITIES AND PRICING

The anticipated annual consumption of required treatment chemical is listed below. Prices quoted for product shall be FOB City of Lubbock North Water Treatment Plant, 6001 North Quava Lubbock, Texas 79403, and North and South Water Treatment Plants, 5114 East FM 1585 Lubbock, Texas 79404. Pricing shall be firm for a period three (3) years with price being evaluated and adjusted annually. Written consent

from both parties is required for all price adjustments. Listed quantities are estimates only for pricing purposes. Actual usage may vary.

DELIVERY / SECURITY

Successful vendor shall be required to deliver the product to the City of Lubbock North and North and South Water Treatment Plants within five (5) days after order is placed. Unloading to plant storage tanks is to be performed by the driver under the direction of operations personnel. Successful vendor shall provide any and all special equipment necessary to perform unloading at no cost to the City of Lubbock. All deliveries will be unloaded between the hours of 9:00 A.M. and 4:00 P.M., Monday through Friday. No exceptions will be made unless prior approval is agreed upon with the water treatment plant's operations personnel. The transporter is required to furnish certified, dated, and stamped weight tickets with each load of bulk product delivered before and after unloading. All delivery people will display photo security ID upon arrival at the site. All delivery vehicles shall meet OSHA and DOT regulations and be operated in a safe manner while on site.

All delivery personnel will be identified by the vendor before arrival at the site; preferably at the time an order is placed. Upon arrival at the City of Lubbock North and North and South Water Treatment Plants, delivery personnel will check in with plant representative, present photo identification, and then be directed to the unloading site. All shipments shall be sealed and the seal will be broken only in the presence of the plant representative. If any of the security measures are violated, the shipment will be refused.

Delivery Method:	Bulk
Unloading Method:	The fill pipe connection is located near ground level.
	The connection is a 2" male camlock fitting.
	The supplier shall pump the material to the top of the tank, approximately 15' above ground level.
Storage Capacity:	5,000 gallons tanks
Typical Delivery:	3,300 gallons each tank
Delivery Frequency:	estimated every 2-3 months

There is no storage or chemical feed equipment required to be furnished for this bid.

Individual Chemical Specifications

15.0% Hydrochloric Acid

Annual usage of 15.0% Hydrochloric Acid is estimated to be 623,000 +/- pounds. Product will be off loaded into one 5,000 gallon bulk storage tank at the South Water Treatment Plants and a 7,000 gallon bulk storage tank at the North Water Treatment Plant. Product must be NSF/ANSI Certified for use in public water treatment. Specific gravity of 15.0% Hydrochloric Acid shall be 1.075 at 25 C (77F) with a pH of 1.0 at 1.0 wt/wt%.

Hydrochloric Acid, HCI, shall be furnished as an aqueous solution of 15.0% by weight.

The Hydrochloric Acid will be used in conjunction with Sodium Chlorite ($NaClO_2$) and Sodium Hypochlorite (NaOCl) to generate Chlorine Dioxide for Potable Water Treatment.

The Hydrochloric Acid shall be reasonably clear liquid and be free from visible foreign matter and sediment.

The Hydrochloric Acid shall contain no inorganic or organic substances in quantities capable of producing delirious or injurious effects on health of those consuming water that has been properly treated with Hydrochloric Acid.

This material shall be certified as suitable for contact with, or treatment of, drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects.

The bid price, per pound, shall be based on the actual pounds of solution.

TERM AND CONDITIONS

The contract shall be for a term of one (1) year with the option of four (4), one-year renewals, 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 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.

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 in the invitation to bid and agrees to deliver said items at the locations and for the prices 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 0 %, net 30 calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the 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: GMT

Submission Information

THIS BID IS SUBMITTED BY Brenntag Southwest, Inc.

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

Address: 704 E Wintergreen Rd

City: Lancaster State: Texas Zip: 75134

M/WBE Firm:								
☐	Woman	☐	Black American	☐	Native American
☐	Hispanic American	☐	Asian Pacific American	☐	Other (Specify)

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

Officer Name and Title: Gayle Tullier, Sr. Contract Administrator

Business Telephone Number (972) 218-3500 FAX: (972) 218-3501

E-mail Address: gtullier@brenntag.com

City of Lubbock
Water Operations
Bid Tabulation

ITB 21-15905-YB Hydrochloric Acid for North and South Water Treatment Plants

Description/Vendor	Location	Estimated Qty (+/-)	UOM	Delivery Days	Unit Price	Extended Cost
#0-1 - 15.0% Hydrochloric Acid, as per specifications.						
Brenntag Southwest, Inc.	Lancaster, TX	623000	Lbs	4-5	0.252	$ 156,996.00

Purchasing and Contract Management
Project Summary

ITB 21-15905-YB HYDROCHLORIC ACID FOR NORTH AND SOUTH WATER TREATMENT PLANTS

Notice was published in the Lubbock Avalanche Journal on May 30 and June 6, 2021.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on Bonfire-hub.com from June 11, 2021 to June 17, 2021.
13 vendors took documents from Bonfire-hub.com
15 vendors were notified separately.
1 vendors submitted bids.

Regular City Council Meeting **7. 33.**

Meeting Date: 09/14/2021

Information

Agenda Item

Resolution - Solid Waste: Consider a resolution authorizing the Mayor to execute an Interlocal Cooperation Contract, with Texas Tech University (TTU), to provide a recycling drop-off location on the TTU Campus.

Item Summary

This facility will provide access to recycling for the students and staff of Texas Tech University. TTU will provide a location for the City of Lubbock to place a recycling drop-off center on the TTU campus, north of the Physical Plant and west of Flint Avenue. The City of Lubbock will collect and receive the commodities from the drop-off center. Any and all revenues from selling the collected commodities will benefit the City of Lubbock Solid Waste Department. This agreement will expand the City of Lubbock recycling drop-off centers and provide a recycling service to TTU.

This Interlocal Cooperation Contract is for 1 year and shall automatically renew for up to 7 additional 1-year terms, unless either party provides written notice to terminate the agreement.

Fiscal Impact

The agreement will result in no cost to the City of Lubbock, however, the City of Lubbock will receive revenue from the sale of the collected commodities.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution - Interlocal Agreement with TTU

Contract - TTU Interlocal Agmt (r)

RESOLUTION

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

THAT pursuant to the authority and in compliance with the Texas Government Code, Chapter 791, the Interlocal Cooperation Act, the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock an Interlocal Cooperation Contract by and between the City of Lubbock and Texas Tech University, regarding providing a recycling drop off location on Texas Tech University's campus, and all related documents. Said Contract is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

_____
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:

_____
Ryan Brooke, Assistant City Attorney

RES.Interlocal Cooperation Contract, COL & TTU-recycling
8.25.21

INTERLOCAL COOPERATION CONTRACT

This Interlocal Cooperation Contract (the "Agreement") is made and entered into by and between the **City of Lubbock**, hereinafter referred to as "**City**", and **Texas Tech University**, hereinafter referred to as "**TTU**". CITY and TTU may be referred to throughout individually as a "Party" and collectively, as the "Parties."

WHEREAS, this Agreement is entered into by and between the agencies stated above as the Parties, pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Act"; see Texas Government Code, Chapter 791, et seq; and

WHEREAS, TTU and City agree to provide a recycling drop off location on the TTU Campus on the north side of the Physical Plant as shown in Exhibit A.

NOW THEREFORE, the Parties agree to these terms.

SERVICES.

A. City will:
- Be responsible for providing dumpsters (approximately 20) and picking up all commodities included in the drop-off center;
- Operate the City trucks and maintain the dumpsters due to normal wear and tear;
- Process the commodities collected through the City's recycling agreements;
- Take all industry prudent precautions to protect existing structures and property, and to prevent damage to TTU property, buildings, and to building contents;
- Be liable for any damage to any TTU property and contents that are not protected in accordance with industry standards during the course of the services, normal wear and tear excepted; and
- Receive any fees made from selling the commodities collected.

B. TTU will:
- Provide a location for the dumpsters;
- Advertise and promote the recycling center on the TTU campus;
- Provide signage that meets TTU standards;
- Keep the site clean;
- Grant the City the rights of ingress, egress and regress at any and all times to accomplish the following purposes: allowing collection trucks or vehicles to collect recyclable materials, including at all times and seasons the right of ingress, egress and regress of collection trucks or vehicles and personnel engaged either in such construction, repair of recycling containers or the site containing the City's facilities, or collecting recycling commodities, including the placement of recycling containers in convenient places as necessary for the collection of recycling commodities as necessary to protect the public health; and
- In consideration of the services to be provided by the City as set forth in this Agreement, to the extent permitted by Texas law, TTU will release from liability the City, its employees, servants, contractors, agents or assigns, for any damages to

the access drive surface caused by City vehicles or to any trees, structures, buildings, improvements or personal property that is situated within the collection route and is on or adjacent to the designated area and collection route in such a manner as to constitute an obstruction to the City in carrying out the services described herein.

TERM: This Agreement begins on September 1, 2021 (the "Effective Date") and shall expire one (1) year later. This Agreement shall automatically renew for up to seven (7) additional one (1) year terms unless either Party provides written notice of its intent not to renew at least sixty (60) days prior to the end of the then current term.

TERMINATION. This Agreement may be terminated by either Party at any time upon giving the other Party thirty (30) days' prior written notice of its intention to terminate.

GOVERNING LAW. Lubbock County, Texas, will be the proper place of venue for any legal action or proceeding arising out of this Agreement or enforcement of any provision in this Agreement. This Agreement and all of the rights and obligations of the Parties hereto and any claims arising from this Agreement will be construed, interpreted, and governed by the laws of the State of Texas. The Parties specifically agree that neither the execution of this Agreement by TTU or City, nor any other conduct, action, or inaction of any representative of TTU or City relating to this Agreement shall constitute or is intended to constitute a waiver of TTU's, City's, or the state's sovereign immunity to suit.

FORCE MAJEURE. "Event of Force Majeure" means an event beyond the control of City or TTU which prevents or makes a Party's compliance with any of its obligations under the Agreement illegal or impracticable, including but not limited to: act of God (including, without limitation, fire, explosion, earthquake, tornado, drought, and flood); war, act or threats of terrorism, hostilities (whether or not war be declared), invasion, act of enemies, mobilization, requisition, or embargo; rebellion, insurrection, military or usurped power, or civil war; contamination or destruction from any nuclear, chemical, or biological event; riot, commotion, strikes, go slows, lock outs, or disorder; epidemic, pandemic, viral outbreak, or health crisis; or directive of governmental authority. No Party will be considered in breach of the Agreement to the extent that performance of their respective obligations is prevented or made illegal or impracticable by an Event of Force Majeure that arises during the term (or after execution of the Agreement but prior to the beginning of the term). A Party asserting an Event of Force Majeure hereunder ("Affected Party") will give reasonable notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, Affected Party. In the event of an Event of Force Majeure, Affected Party will endeavor to continue to perform its obligations under the Agreement only so far as reasonably practicable.

ASSIGNMENT. Neither this Agreement, nor any rights or obligations of monies due hereunder are assignable or transferable (as security for advances or otherwise) unless agreed upon in writing by the Parties.

ENTIRE AGREEMENT; MODIFICATIONS. This Agreement supersedes all prior agreements, written or oral, between City and TTU and will constitute the entire Agreement and understanding between the Parties with respect to the subject matter hereof. This Agreement and

each of its provisions will be binding upon the Parties and may not be waived, modified, amended, or altered except in writing signed by TTU and City.

INDEPENDENT CONTRACTOR. The Parties agree that this Agreement does not form a joint venture or partnership.

AMENDMENTS. No modification or amendment to this Agreement will become valid unless agreed upon in writing by both Parties. All correspondence regarding modifications or amendments to this Agreement must be forwarded to the TTU Office of Procurement Services for prior review and approval. Only the Chief Procurement Officer or his/her designee will be authorized to process changes or amendments. All amendments must be signed by the same person who signed this original Agreement or their successor(s).

APPLICABLE LAWS AND REGULATIONS. The Parties agree to comply with all federal, state, or local laws or regulations applicable to their performance under this Agreement, and agree to obtain and maintain all permits, licenses and other approvals required in connection with the operations contemplated under this Agreement.

EMERGENCY HEALTH & SAFETY PROCEDURES. In the event of pandemic, epidemic, viral outbreak, health crisis, or other emergency ("Emergency"), TTU may, at its sole discretion, implement new or modified health and safety procedures in order to protect the health and safety of the TTU community. In the event of Emergency, City agrees to adhere to all such procedures and related directives from TTU when entering onto and performing services on TTU's campus.

NO INDEMNIFICATION BY PARTIES. The Parties expressly acknowledge that the Parties' authority to indemnify and/or hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution and any provision which purports to require indemnification by the Parties is invalid.

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

NOTICES. All notices shall be in writing and sent by registered or certified mail addressed as follows:

To City:

City of Lubbock
City Secretary
PO Box 2000
Lubbock, Texas 79457

With a copy to:

Brenda A. Haney, Director of Solid Waste
City of Lubbock
PO Box 2000
Lubbock, Texas 79457

To TTU:

Texas Tech University
Operations Division
Attn: Carey Hewett
Box 43142
Lubbock, TX 79409
Carey.Hewett@ttu.edu

With a copy to:

Texas Tech University
Procurement Services
Attn. Contracting
Box 41094
Lubbock, TX 79409
Contracting@ttu.edu

Signature Page to Follow

CITY OF LUBBOCK:

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:

Ryan Brooke, Assistant City Attorney

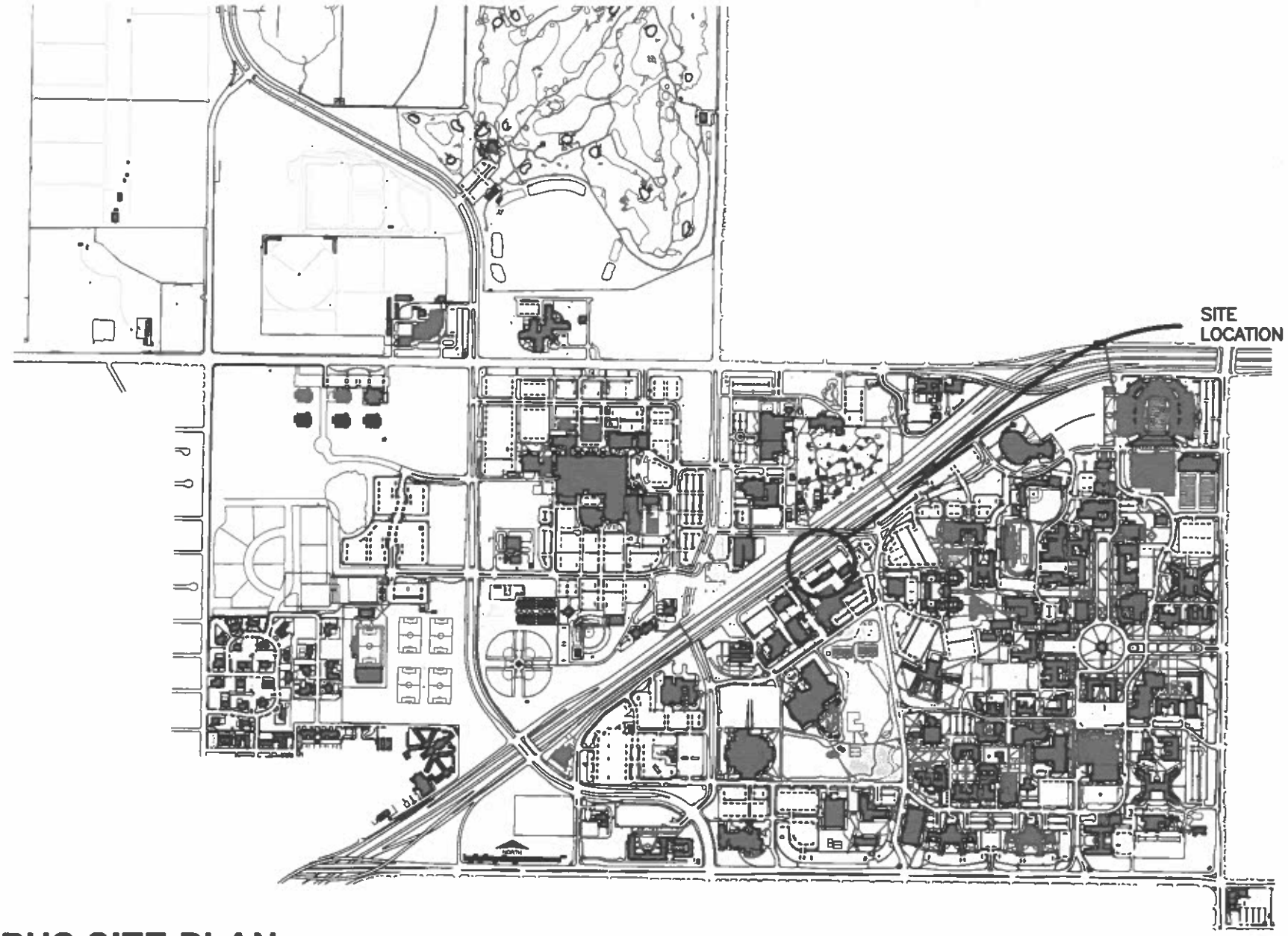
TEXAS TECH UNIVERSITY:

Signature: Jennifer Adling (Aug 20, 2021 09:54 CDT)

Email: jennifer.adling@ttu.edu

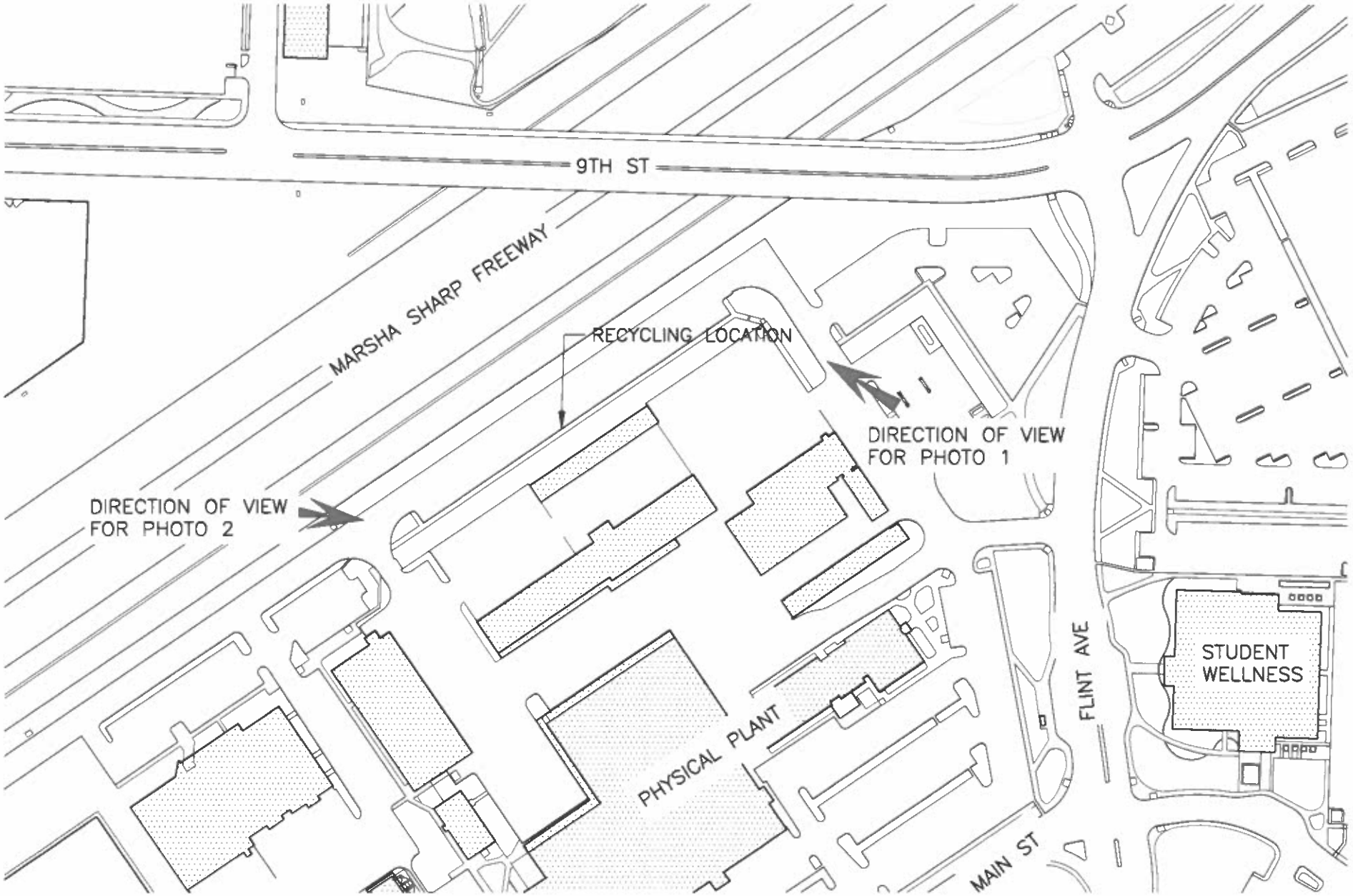
Jennifer Adling, Chief Procurement Officer

DATE: Aug 20, 2021



CAMPUS SITE PLAN
RECYCLING CENTER

NORTH



SITE LOCATION

PROPOSED TECH BRONZE 2X2 ALUMINUM POST PANEL SIGN

EXISTING PHOTO 1

PROPOSED PHOTO 1

EXISTING PHOTO 2

PROPOSED PHOTO 2

Regular City Council Meeting **7. 34.**

Meeting Date: 09/14/2021

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution ratifying the acts of the Mayor in executing Amendment No. 1 to Contract HHS000779500001 and all related documents, by and between the City of Lubbock and the Texas Health and Human Services Commission, under the Substance Use Disorder Treatment Program, to provide funding to support the administration and oversight of substance use disorder treatment services in the community.

Item Summary

This contract provides funding from the Texas Health and Human Services Commission, to establish an administrative group to oversee substance use disorder treatment services in the community. The role of this group will be to oversee the subcontracting of substance use treatment services in the area, to execute memoranda of understanding with partners; and to provide administrative oversight of subcontractors in order to ensure compliance and assure quality of services rendered.

This grant funds the salary and benefits of 2 staff members to include a contract specialist and a case manager, and partial salaries of 2 staff members which include a contract specialist and an assistant director. The grant will also reimburse the Health Department for office supplies, furniture, computers, advertising, travel and training opportunities.

Fiscal Impact

This is an existing contract that will add funds for three additional years from September 1, 2021, through August 31, 2024. The total grant award is $750,000.
FY 2022, September 1, 2021, through August 31, 2022: $250,000
FY 2023, September 1, 2022, through August 31, 2023: $250,000
FY 2024, September 1, 2023, through August 31, 2024: $250,000

Staff/Board Recommending

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

Attachments

Resolution (c) - HHS000779500001
HHS000779500001 - ADMIN Grant (f)

RESOLUTION

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

THAT the acts of the Mayor of the City of Lubbock in executing, on behalf of the City of Lubbock, Amendment No. 1 to the Health and Human Services Commission (HHSC) Contract No. HHS000779500001, under the Substance Use Disorder Treatment, to provide funding for Administrative Substance Use Disorder Services, by and between the City of Lubbock and the State of Texas acting by and through HHSC, and related documents are hereby ratified in full. 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:

_____

Ryan Brooke, Assistant City Attorney

RES.HHSC Contract No. HHS000779500001 Amendment No.1 Ratification
9.9.21

DocuSign Envelope ID: C2363107-C07F-4DB1-8900-FC4D74D5438C

HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS000779500001
AMENDMENT NO. 1

THE HEALTH AND HUMAN SERVICES COMMISSION ("System Agency") and CITY OF LUBBOCK ("Grantee"), each a "Party" and collectively the "Parties," to that certain Administrate Substance Use Disorder Services ("ADMIN") Contract, effective August 1, 2020 and denominated HHSC Contract No. **HHS000779500001** (the "Contract"), now desire to amend the Contract.

WHEREAS, the Parties desire to amend the Contract in accordance with **ATTACHMENT D, UNIFORM TERMS & CONDITIONS-GRANTEE, SECTION 9.1 (AMENDMENT);**

WHEREAS, the Parties desire to extend the term of the Contract in accordance with **ARTICLE III, DURATION, of the Contract Signature Page;**

WHEREAS, the Parties desire to incorporate the Grantee's Indirect Cost Rate Agreement **ATTACHMENT H-1, FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) FORM;**

WHEREAS, the Parties desire to revise Attachments to the existing Contract; and

WHEREAS, the Parties desire to add total System Agency allocated funds to the Contract in the amount of **$250,000.00** for each State Fiscal Year, 2022 through 2024, thereby increasing the not to exceed Total Contract Value.

NOW, THEREFORE, the Parties modify the Contract as follows:

1. **ATTACHMENT A, STATEMENT OF WORK,** is deleted and replaced in its entirety with **ATTACHMENT A, STATEMENT OF WORK (REVISED AUGUST 2021).**

2. **ATTACHMENT B, BUDGET** is supplemented with **ATTACHMENT B-1, FY2022-FY2024 BUDGET.**

3. **ATTACHMENT E, SPECIAL CONDITIONS VERSION 1.2** is replaced in its entirety with **ATTACHMENT E, SPECIAL CONDITIONS VERSION 1.3.**

4. **ARTICLE III, DURATION,** of the Contract Signature Page is amended to reflect a revised termination date of **August 31, 2024.**

   The revised termination date does not affect Parties' ability to renew, extend, modify, or terminate pursuant to the terms and conditions of the Contract.

5. **ARTICLE IV, BUDGET,** of the Contract Signature Page is amended to add state allotted funding of **$250,000.00 (TWO HUNDRED FIFTY THOUSAND DOLLARS)** for each State Fiscal Year ("FY") 2022 through FY 2024, resulting in a new annual funding amount of $1,126,272.000 **(ONE MILLION ONE HUNDRED TWENTY-SIX THOUSAND TWO HUNDRED SEVENTY-TWO DOLLARS),** as follows:

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a. The System Agency allocated share by State Fiscal Year is as follows:
   i. FY 2022, September 1, 2021 through August 31, 2022: $250,000.00
   ii. FY 2023, September 1, 2022 through August 31, 2023: $250,000.00
   iii. FY 2024, September 1, 2023 through August 31, 2024: $250,000.00

Total Contract Value of System Agency allocated funds will not exceed **$1,126,272.00 (ONE MILLION, ONE HUNDRED TWENTY-SIX THOUSAND, TWO HUNDRED SEVENTY-TWO DOLLARS)**.

Any funds remaining by the end of the fiscal year will be forfeited and may not be carried forward or rolled over to the following fiscal year.

5. The Parties amend the Contract Signature Page to add Article X, Texas Grant Management Standards (TxGMS):

X. TEXAS GRANT MANAGEMENT STANDARDS (TXGMS)

The Texas Grant Management Standards (TxGMS), published by the Texas Comptroller, replaces the Uniform Grant Management Standards (UGMS) and applies to grant agreements that begin on or after January 1, 2022. Additionally, as provided in TxGMS, if a state awarding agency adds funds to a grant that existed before March 1, 2021, TxGMS will apply to it from that point forward, unless the state awarding agency specifically indicates that TxGMS will not apply. Applicable references to UGMS in this Grant Agreement will be superseded by TxGMS accordingly.

6. **ATTACHMENT H-1, FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) FORM**, is attached to and incorporated into the Contract.

7. This Amendment shall be effective as of the date of last signature.

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

9. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE FOR AMENDMENT NO. 1
HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS000779500001

HEALTH AND HUMAN SERVICES COMMISSION	CITY OF LUBBOCK
By:_____	By:_____
	Daniel Pope
	Mayor
Date of Execution: _____	Date of Execution: _____

THE FOLLOWING ATTACHMENTS ARE ATTACHED AND THEIR TERMS ARE HEREBY INCORPORATED AS PART OF THE CONTRACT:

ATTACHMENT A	STATEMENT OF WORK (REVISED AUGUST 2021)
ATTACHMENT B-1	FY2022-FY20224 BUDGET
ATTACHMENT E	SPECIAL CONDITIONS VERSION 1.3
ATTACHMENT H -1	FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) FORM

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ATTACHMENT A
STATEMENT OF WORK
(REVISED AUGUST 2021)

The Administration (ADMIN) Program provides funds to the Grantee to administer and monitor the Grantee's subcontractors providing substance use disorder (SUD) services in accordance with the Substance Abuse Block Grant (SABG) block grant. The System Agency designates the Grantee to award subcontractors and manage services for indigent clients who meet eligibility for the following Programs:

a. Co-Occurring Psychiatric and Substance Abuse Disorders (COPSD)
b. Treatment for Youth (TRY);
c. Treatment for Adults (TRA); and
d. Treatment for Females (TRF)

SECTION I. GRANTEE RESPONSIBILITIES

Grantee shall:

A. Hire or assign personnel to provide oversight of Grantee's subcontractors providing SUD services.

B. Procure and enter into subcontract agreements with organization(s) to provide SUD services within four (4) months of this Contract execution.

C. Provide System Agency the Grantee's employee contact list for the person(s) responsible for the following activities. Grantee list shall include the employees and supervisors contact information.
   1. Overseeing grantee's contractors
   2. Monitoring subcontractors
   3. Submitting Daily Capacity Management and Wait List reports in Clinical Management for Behavioral Health Services (CMBHS)

D. Ensure Grantee's subcontractor network contains services for the following programs and service types:

1. Adult Treatment (TRA)
   i. Adult Intensive Residential Services;
   ii. Adult Ambulatory Detoxification Services
   iii. Adult Residential Detoxification Services;
   iv. Adult Outpatient Services:
      (a) Adult Outpatient Group Counseling;
      (b) Adult Outpatient Group Education;
      (c) Adult Outpatient Individual Counseling.

2. Youth Treatment (TRY)
   i. Youth Outpatient Services
      (a) Youth Outpatient Group Counseling;
      (b) Youth Outpatient Group Education;
      (c) Youth Outpatient Individual Counseling;
      (d) Youth Adolescent Support;

(e) Youth Family Counseling;
(f) Youth Family Support;
(g) Youth Psychiatrist Consultation.

3. Specialized Female Treatment (TRF)

i. Adult Specialized Female Intensive Residential Services;
ii. Adult Specialized Female Supportive Residential Services;
iii. Adult Specialized Female Women with Children Intensive Residential Services;
iv. Adult Specialized Female Outpatient Services
(a) Adult Specialized Female Outpatient Group Counseling;
(b) Adult Specialized Female Outpatient Group Education;
(c) Adult Specialized Female Outpatient Individual Counseling.

4. Co-Occurring Psychiatric and Substance Abuse Disorders (COPSD)

E. Provide each subcontractor identical service type rates as System Agency offers in all subrecipient fee-for-service agreements.

F. Ensure all Grantee staff and subcontractors of Grantee adhere to all applicable requirements in this Contract.

G. Ensure all Grantee staff and subcontractors of Grantee adhere to the most current Health and Human Services Commission (HHSC) Substance Use Disorder (SUD) Program Guide located at: https://hhs.texas.gov/doing-business- hhs/provider-portals/behavioral-health-services-providers/substance-use-disorder- service-providers

H. Ensure a Grantee representative with knowledge about Grantee and subcontract(s) system(s) and services attends the Outreach, Screening, Assessment, and Referrals (OSAR) quarterly regional collaborative meetings.

I. Ensure current information on SUD services is represented on the Grantee's website listing the organizations the Grantee has contracts or agreements related to the provision of SUD services.

J. Ensure Grantee's representatives attend training in Austin, TX or participate online in Clinical Management for Behavioral Health Services (CMBHS) training after contract execution and before subcontracted services begin.

K. Ensure utilization of CMBHS to report Wait List and Daily Capacity Management in accordance with the SUD Program Guide https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/substance-use-disorder-service-providers.

L. Grantee shall utilize a tool to monitor the performance of the subcontractors. Grantee may develop a monitoring tool, which shall be approved by System Agency, or utilize the

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System Agency's monitoring tool.

M. Ensure that the monitoring tool, at minimum, contains the following information:
   1. Date of review;
   2. Name of subcontractor reviewed;
   3. Type of review;
   4. Name of staff conducting review;
   5. List of findings; and
   6. Plan to remediate findings and maintain corrections.

N. Submit copies, to System Agency, of each written agreement obtained with subcontractors for the SUD services network.

O. Submit Quality Management and Oversight Monitoring Schedule of subcontractors to System Agency to include all subcontractors of Grantee performing SUD services.

P. Monitor all subcontractors' financial and programmatic performance and maintain records to be available for inspection by System Agency.

Q. Be responsible to System Agency for the performance of all subcontractors.

R. Submit to System Agency a quarterly report of all monitoring and activities (Monitoring Activity Report); the report must include the following:
   1. Number of monitoring reviews conducted;
   2. Types of monitoring reviews conducted;
   3. Summary evaluation of findings and Grantee's plan of oversight to bring the providers into compliance;
   4. Number and nature of complaints received on providers;
   5. List of significant provider findings that must, at a minimum include the following:
      a. Immediate risk to health or safety;
      b. Client abuse, neglect, or exploitation;
      c. Licensure revocation or suspension;
      d. Fraud, waste or abuse reports;
      e. Reported criminal activity of any provider's staff.

SECTION II: CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (CMBHS) SYSTEM MINIMUM REQUIREMENTS

Grantee will:

A. Designate a Security Administrator and a back-up Security Administrator. The Security Administrator is required to implement and maintain a system for management of user accounts/user roles to ensure that all the CMBHS user accounts are current.

B. Establish and maintain a security policy that ensures adequate system security and protection of confidential information.

C. Notify the CMBHS Help-desk within ten (10) business days of any change to the designated Security Administrator or the back-up Security Administrator.

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D. Ensure that access to CMBHS is restricted to only authorized users. Grantee shall, within 24 hours, remove access to users who are no longer authorized to have access to secure data.

E. In addition to CMBHS Helpdesk notification, Grantee shall submit a signed CMBHS Security Attestation Form and a list of Performing agency's employees, contracted laborers and sub-Performing Agency's authorized to have access to secure data. The CMBHS Security Attestation Form shall be submitted electronically on or before the 15th day of September and March 15th, to the designated folder in GlobalScape EFT.

F. Attend System Agency training on CMBHS documentation.

SECTION III: REPORTING REQUIREMENTS

A. Grantee shall submit required reports of monitoring activities to System Agency by the applicable due date outlined below. The following reports must be submitted to System Agency to GlobalScape EFT (https://sftp.hhs.texas.gov/) by the required due date and report name described in Section IV: Submission Requirements:

B. Grantee shall submit all documents listed in the table displayed in this section by the Due Date stated.

C. Grantee will note that if the due date is on a weekend or holiday, then the document is due the following business day.

D. Grantee shall submit a Financial Status Report (FSR), quarterly in CMBHS. FSR are due the last business day of the month following the end of each quarter.

E. Grantee shall submit monthly invoices in Clinical Management for Behavioral Health Services (CMBHS) by the 15th of the following month.

F. Grantee shall submit annual Contract Closeout documentation, this is required each fiscal year, and a final contract closeout will be due October 15 of the final fiscal year of the Contract.

G. Grantee shall submit a CMBHS Security Attestation Form, the form shall be submitted electronically on or before September 15th and March 15th to the to the designated folder in GlobalScape EFT.

H. Grantee will report the performance measures for the previous month's activities in CMBHS by the 15th of the current month.

I. Grantee's duty to submit documents will survive the termination or expiration of this Contract.

J. Grantee shall maintain access to GlobalScape EFT at all times during the contract term.

SECTION IV. SUBMISSION REQUIREMENT

System Agency will monitor Performing Agency's performance of the requirements in Attachment A and compliance with the Contract's terms and conditions.

Requirement	Deliverable (Report Name)	Due Date	Submission System
Section II, E	CMBHS Security Attestation Form and list of authorized users	September 15th and March 15th annually.	GlobalScape
Section III, D	Financial Status Report (FSR)	Financial Status Report (FSR) Quarterly; report includes the previous Quarter information, as follows: Q1 reporting period, due December 31st Q2 reporting period, due March 31st Q3 reporting period, due June 30th Q4 reporting period, due September 30th	CMBHS
Section III, E	Claims in CMBHS	All claims must be entered monthly.	CMBHS
Section I, O	Quality Management and Oversight – Monitoring Schedule	5th business day following the end of each quarter of the Contract term	GlobalScape
Section I, R	Quality Management and Oversight – Monitoring Activity Report	30 days following the end of the quarter of the contract term	GlobalScape
Section III, F	Closeout documents	Final closeout documents due October 15th each fiscal year.	GlobalScape

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ATTACHMENT B-1
FY2022-FY2024 BUDGET

Grantee Name: CITY OF LUBBOCK

Contract Number: HHS000779500001

A. Funding is from the United States Health and Humans Services (HHS) and the Substance Abuse and Mental Health Services Administration (SAMSHA), which requires compliance to 45 CFR Part 96, Subpart C, as applicable: https://ecfr.io/Title-45/pt45.1.96#sp45.1.96.c.

B. Grantee shall comply with the requirements applicable in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200, and the Texas Grant Management Standards (TxGMS) Standards.

C. Grantee shall review and comply with the System Agency's Grants Technical Assistance guide, which provides guidance on financial administration in order to clarify applicable laws, rules and regulations. The Guide is located at the following: https://hhs.texas.gov/doing-business-hhs/grants.

D. Grantee may access the Transactions List report in CMBHS to identify the amount of federal funds allocated to this award for each transaction.

E. The Assisted Listing Number (ALN) number for the Substance Abuse Prevention and Treatment (SAPT) Block Grant is 93.959. The ALN number is identified in the CMBHS Transactions List report.

F. Invoice and Payment
   1. Grantee shall submit all monthly invoices to the System Agency through CMBHS. Grantee shall ensure the supportive documents for the expenditures are emailed to the assigned contract manager and copied to the Substance Use Disorder Contracts Mailbox: SubstanceAbuse.Contracts@hhsc.state.tx.us.
   2. Grantee will be paid on a monthly basis and in accordance with services performed under this Contract.

G. Any unexpended balance associated with any other System Agency-funded contract may not be applied to this Contract.

H. Funding
   1. System Agency Share total reimbursements will not exceed $750,000.00 for the period from September 1, 2021 through August 31, 2024, as follows:
      a. Fiscal Year 2022, September 1, 2021 through August 31, 2022 - $250,000.00
      b. Fiscal Year 2023, September 1, 2022 through August 31, 2023 - $250,000.00
      c. Fiscal Year 2024, September 1, 2023 through August 31, 2024 - $250,000.00

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I. Cost Reimbursement Budget

1. The Cost Reimbursement budget documents all approved and allowable expenditures; Grantee shall *only* utilize the funding detailed in Attachments B and B-1 for approved and allowable costs. Grantee shall make all requests to utilize funding for expenses not documented in the approve budget in writing to, the System Agency assigned contract manager. System Agency shall provide written notification regarding if the requested expense is approved.

2. Grantee may make revisions to the System Agency-approved Cost Reimbursement budget. The requirements are as follows:

   a. Grantee may transfer funds from the budgeted direct categories only; with the exception of the Equipment Category. Grantee may transfer up to ten (10) percent of the Fiscal Year Contract value without System Agency approval. Budget revisions exceeding the ten percent requirement require System Agency's written approval.

   b. Grantee may request revisions to the approved Cost Reimbursement budgeted direct categories that exceed the ten (10) percent requirement stated in (I)(2)(a), by submitting a written request to the assigned contract manager. This change is considered a minor administrative change and does not require an amendment. The System Agency shall provide a Technical Guidance Letter (TGL) if the budget revision is approved; and the assigned Contract Manager will update CMBHS, as needed.

   c. Grantee may revise the Cost Reimbursement budget 'Equipment' and/or 'Indirect Cost' Categories, however a formal Amendment is required. Grantee shall submit to the assigned contract manager a written request to revise the budget, which includes a justification for the revisions. The assigned Contract Manager shall provide written notification stating if the requested revision is approved. If the revision is approved but the budget revision is *not* authorized, and funds *cannot* be utilized until the Amendment is executed and signed by both parties.

3. The budgeted indirect cost amount is provisional and subject to change. The System Agency reserves the right to negotiate Grantee's indirect cost amount, which may require Grantee to provide additional supporting documentation to the assigned contract manager.

J. Categorical Budget

The approved Categorical budget, per fiscal year is below:

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FY2022 thru FY2024	
PERSONNEL	$126,717.00
FRINGE BENEFITS	$60,830.00
TRAVEL	$7,920.00
SUPPLIES	$5,328.00
CONTRACTUAL	$18,600.00
EQUIPMENT	$0.00
OTHER	$30,605.00
TOTAL DIRECT CHARGES	$250,000.00
INDIRECT CHARGES	$0.00
TOTAL CONTRACT VALUE	$250,000.00
MATCH	$0.00
SYSTEM AGENCY SHARE	$250,000.00

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ATTACHMENT E (REVISED AUGUST 2021)

TEXAS
Health and Human Services

Health and Human Services Commission
Special Conditions

Version 1.3

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ATTACHMENT E (REVISED AUGUST 2021)

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The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Grant, Version 2.16.1.

If any provision contained in this HHSC Special Conditions is in conflict with, or inconsistent with the HHSC Uniform Terms and Conditions (UTC), the provision contained in the UTCs shall prevail. If any provision contained in this HHSC Special Conditions is in conflict with, or inconsistent with the Substance Use Disorder Utilization Management Guidelines (UM), the provision contained in the UM shall prevail.

ARTICLE I - SPECIAL DEFINITIONS

"Conflict of Interest" means a set of facts or circumstances, a relationship, or other situation under which Grantee, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Grantee's, or Subcontractor's ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Grantee or Subcontractor an unfair competitive advantage in future HHSC procurements.

"Grantee Agents" means Grantee's representatives, employees, officers, as well as any contractor or subgrantee's employees, contractors, officers, principals and agents.

"Data Use Agreement" means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

"Item of Noncompliance" means Grantee's acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Project; (3) represent a failure of Grantee to be responsive to a request of HHSC relating to the Project under the Contract.

"Minor Administrative Change" refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 4.01 of these Special Conditions.

"Other Confidential System Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Grantee; or that Grantee may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Project, which is not designated as Confidential Information in a Data Use Agreement.

"State" means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

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"Software" means all operating system and applications software used or created by Grantee to perform the work under the Contract.

"Third Party Software" refers to software programs or plug-ins developed by companies or individuals other than Grantee which are used in performance of the Project. It does not include items which are ancillary to the performance of the Project, such as internal systems of Grantee which were deployed by Grantee prior to the Contract and not procured to perform the Project.

"UTC" means the HHSC Uniform Terms and Conditions – Grant, Version 2.16.1.

ARTICLE II - GRANTEES PERSONNEL AND SUBCONTRACTORS

2.01 Qualifications

Grantee agrees to maintain the organizational and administrative capacity and capabilities to carry out all duties and responsibilities under the Contract. Grantee Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transferor turnover of personnel, Grantee remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

2.02 Conduct and Removal

While performing the Project, Grantee Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Grantee Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Grantee with notice and documentation regarding its concerns. Upon receipt of such notice, Grantee must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Grantee Agent from performing the Project.

Any person employed by Grantee shall, at the written request of HHSC, and within HHSC's sole discretion, be removed immediately by Grantee from work relating to the Contract.

2.03 Contracts with Subcontractors

a. Grantee may enter into contracts with subcontractors unless restricted or otherwise prohibited in the Contract.
b. Grantees are prohibited from subcontracting with for-profit organizations under this Contract.
c. Prior to entering into a subcontract agreement equaling or exceeding $100,000, Grantee will

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obtain written approval from the System Agency.

d. Grantee will obtain written approval from System Agency before modifying any subcontract agreement to cause the agreement to exceed $100,000.
e. Grantee will establish written policies and procedures for competitive procurement and monitoring of subcontracts and will develop a subcontracting monitoring plan.
f. Grantee shall monitor subcontractors for both financial and programmatic performance and will maintain pertinent records.
g. Grantee shall submit quarterly monitoring reports to the System Agency in a format determined by the System Agency.
h. Grantee shall ensure that subcontracts are fully aware of the requirements placed upon them by state/federal statutes, rules, and regulations and by the provisions of this Contract.
i. Grantee shall ensure all subcontracts, must be in writing and include the following:
    1. Name and address of all parties and the subcontractor's Vendor Identification Number (VIN) or Employee Identification Number (EIN);
    2. Detailed description of the services to be provided;
    3. Measurable method and rate of payment and total not-to-exceed amount of the contract;
    4. Clearly defined and executable termination clause; and
    5. Beginning and ending dates that coincide with the dates of the Contract.
j. Grantee shall ensure and be responsible for the performance of the subcontractor(s).
k. Grantee shall not contract with a subcontractor, at any tier, that is debarred, suspended, or excluded from or ineligible for participation in federal assistance programs or if the subcontractor would be otherwise ineligible to abide by the terms of this Contract.

2.04 Status of Subcontractors

Grantees will require that all subcontractors certify that they are/have:

a. In good standing with all state and federal funding and regulatory agencies;
b. Not currently debarred, suspended or otherwise excluded from participation in federal grant programs;
c. Not delinquent on any repayment agreements;
d. Not had a required license or certification revoked;
e. Not ineligible under the terms of the Contract; and
f. Not had a System Agency contract terminated for cause.

2.05 Incorporation of Terms in Subcontracts

a. Grantee will include in all its contracts with subrecipient subcontractors and solicitations for subrecipient subcontracts, without modification (except as required to make applicable to the subcontract):
    1. Statement of Work
    2. Uniform Terms and Conditions
    3. Special Conditions
    4. Federal Assurances and Certifications
    5. Non-Exclusive List of Applicable Laws
    6. A provision granting to the System Agency, State Auditor's Office (SAO), Office of Inspector General (OIG), and the Comptroller General of the United States, and any of

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their representatives, the right of access to inspect the work and the premises on which any work is performed, and the right to audit the subcontractor.

b. Grantee will ensure that all written agreements with subcontractors incorporate the terms of this Contract so that all terms, conditions, provisions, requirements, duties and liabilities under this Contract applicable to the services provided or activities conducted by a subcontractor are passed down to that subcontractor.

c. No provision of this Contract creates privity of contract between the System Agency and any subcontractor of Grantee.

2.06 Notice of Legal Matter or Litigation

Grantee will send notice to the Substance Use Disorder (SUD) email box, SubstanceAbuse.Contracts@hhsc.state.tx.us of any litigation or legal matter related to or affecting this Contract within seven calendar days of becoming aware of the litigation or legal matter.

2.07 Unilateral Amendment

The System Agency reserves the right to amend this Contract through execution of a unilateral amendment signed by the contract manager for this Contract and provided to the Grantee with ten days notice prior to execution of the amendment under the following circumstances to:

a. To comply with a court order or judgment
b. Incorporate new or revised federal or state laws, regulations, rules or policies
c. Correct an obvious clerical error in this Contract;
d. Change the name of the Contractor in order to reflect the Contractor's name as recorded by the Texas Secretary of State.
e. To correct the name, mailing address, or contact information for persons named in the Contract;
f. To update service descriptions or rates (if applicable);

ARTICLE III - CONFIDENTIALITY

3.01 Confidential System Information

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Grantee and all Grantee Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the Project or the proper discharge of obligations and

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securing of rights under the Contract. Grantee will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Grantee, including information requested to do so by HHSC, will be in accordance with the Contract. If Grantee receives a request for Other Confidential Information, Grantee will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Grantee will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Grantee. Grantee will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Grantee all damages and liabilities caused by or arising from Grantee or Grantee Agents' failure to protect HHSC's Other Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE UTC, GRANTEE WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS) CAUSED BY OR ARISING FROM GRANTEE OR GRANTEE AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. GRANTEE WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE IV - MISCELLANEOUS PROVISIONS

4.01 Minor Administrative Changes

System Agency is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the Project or the Contract that do not increase the fees or term. Upon approval of a Minor Administrative Change, HHSC and Grantee will maintain written notice that the change has been accepted in their Contract files.

4.02 Conflicts of Interest

Grantee warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Grantee or Grantee Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Grantee will, and require Grantee Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or Organizational Conflict of Interest, or

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for personal gain. Grantee and Grantee Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Grantee agrees that, if after Grantee's execution of the Contract, Grantee discovers or is made aware of a Conflict of Interest, Grantee will immediately and fully disclose such interest in writing to HHSC. In addition, Grantee will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Grantee or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Grantee agrees to abide by HHSC's decision.

If HHSC determines that Grantee was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas

4.03 Flow Down Provisions

Grantee must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

4.04 Disaster Declarations

In the event of a local, state, or federal emergency, including natural, pandemics, man- made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster declared by the appropriate federal official, Grantee may be called upon to assist the System Agency in providing the following services:

a. Expand, increase, or modify service delivery in impacted areas;
b. Community evacuation;
c. Health and medical assistance;
d. Assessment of health and medical needs;
e. Health surveillance;
f. Medical care personnel;
g. Health and medical equipment and supplies;
h. Patient evacuation;
i. In-hospital care and hospital facility status;
j. Food, drug and medical device safety;
k. Worker health and safety;
l. Mental health and substance abuse;
m. Public health information;
n. Vector control and veterinary services; and
o. Victim identification and mortuary services.

ATTACHMENT E (REVISED AUGUST 2021)

Disaster related services may not commence, or expenditures incurred, until System Agency provides Grantee with a written Notification to Proceed. The contract may be amended to incorporate additional funds and performance or reporting requirements to support disaster services in the event services must be expanded, increased, or modified.

ARTICLE V - LEGACY PROVISIONS

5.01 Notice of a Contract Action

Grantee will send notice to the Substance Use Disorder (SUD) email box, SubstanceAbuse.Contracts@hhsc.state.tx.us if Grantee has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five business days of becoming aware of the action and include the following:

a. Reason for such action;
b. Name and contact information of the local, state or federal department or agency or entity;
c. Date of the contract;
d. Date of suspension or termination; and
e. Contract or case reference number.

5.02 Notice of IRS or TWC Insolvency

Grantee will send notice to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us, of its insolvency, incapacity or outstanding unpaid obligations of Grantee to the Internal Revenue Service (IRS), Texas Workforce Commission (TWC), the State of Texas, or any agency or political subdivision of the State of Texas within five days of the date of Grantee's becoming aware of such.

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5.03 Notice of Criminal Activity and Disciplinary Actions

a. Grantee shall immediately send notice to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us when the Grantee learns of or has any reason to believe it or any person with ownership or controlling interest in the organization/business, or their agent, employee, subcontractor or volunteer that is providing services under this Contract has:
   1. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
   2. Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.

b. Grantee shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

5.04 Child Abuse Reporting Requirement

Grantee shall:

a. comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.
b. develop, implement and enforce a written policy that includes at a minimum the System Agency's Child Abuse Screening, Documenting, and Reporting Policy for Grantees/Providers and train all staff on reporting requirements.
   c. use the System Agency Child Abuse Reporting Form located at https://www.dfps.state.tx.us/Contact_Us/report_abuse.asp as required by the System Agency.
d. retain reporting documentation on site and make it available for inspection by the System Agency.

5.05 Abuse, Neglect, Exploitation

Grantee shall;

a. take all steps necessary, to protect the health, safety and welfare of its clients and participants.
b. develop and implement written policies and procedures for abuse, neglect and exploitation.
c. notify appropriate authorities of any allegations of abuse, neglect, or exploitation as required by 25 TAC § 448.703.

5.06 Grantee's Notification of Change of Contact Person or Key Personnel

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Within 10 business days, Grantee will submit notice to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us and Substance_Use_Disorder@hhsc.state.tx.us of any change in the Grantee's Contact Persons or Key Personnel.

5.07 Notice of Organizational Change

Grantee will submit notice to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us and Substance_Use_Disorder@hhsc.state.tx.us within 10 business days of any change to Grantee's name, contact information, organizational structure, such as merger, acquisition, or change in form of business, legal standing, or authority to do business in Texas.

5.08 Significant Incidents

In addition to notifying the appropriate authorities, Grantee will submit notice to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us and Substance_Use_Disorder@hhsc.state.tx.us significant incidents involving substantial disruption of Grantee's program operation or affecting or potentially affecting the health, safety or welfare of the System Agency funded clients or participants within three calendar days of discovery.

5.09 Responsibilities and Restrictions Concerning Governing Body, Officers and Employees

Grantee and its governing body shall:

a. Bear full responsibility for the integrity of the fiscal and programmatic management of the organization.
b. Be accountable for all funds and materials received from the System Agency. The responsibility of Grantee's governing body will also include accountability for compliance with the System Agency Rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and the System Agency's monitoring processes.
c. Ensure separation of powers, duties, and functions of governing body members and staff. No member of Grantee's governing body, or officer or employee of Grantee will vote for, confirm or act to influence the employment, compensation or change in status of any person related within the second degree of affinity or the third degree of consanguinity (as defined in Texas Government Code Chapter 573) to the member of the governing body or the officer or any employee authorized to employ or supervise such person. This prohibition does not prohibit the continued employment of a person who has been continuously employed for a period of two years prior to the election, appointment or employment of the officer, employee, or governing body member related to such person in the prohibited degree. These restrictions also apply to the governing body, officers, and employees of Grantee's subcontractors.

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5.10 Direct Operation

System Agency may temporarily assume operations of a Grantee's program or programs funded under this Contract when the continued operation of the program by Grantee puts at risk, the health or safety of clients and/or participants served by Grantee.

5.11 Interim Extension Amendment

a. Prior to or on the expiration date of this Contract, the Parties agree that this Contract can be extended as provided under this Section.

b. The System Agency will provide written notice of interim extension amendment to the Grantee under one of the following circumstances:
1. Continue provision of services in response to a disaster declared by the governor; or
2. To ensure that services to clients continue without interruption.

c. The System Agency will provide written notice of the interim extension amendment that specifies the reason and length of time for the extension.

d. Grantee will provide and invoice for services in the same manner as stated in the Contract.

e. An interim extension under Section (b)(1) above will extend the term of the contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.

f. An interim extension under Section (b)(2) above will be a one-time extension for time determined by the System Agency.

5.12 Medical Records Retention

Grantee will:

a. Retain medical records in accordance with 22 TAC §165.1(b) or other applicable statutes, rules and regulations governing medical information.

b. Retain and preserve records in accordance with applicable state and federal statutes, rules and regulations.

c. Maintain all non-financial records that are generated or collected by Grantee under the provisions of this Contract for a period of at least seven years after the termination of this Contract.

d. Retain the records in accordance with the federal retention period, if the federal retention period for services funded through Medicaid is more than seven years

e. Retain all records pertaining to this Contract that are the subject of litigation or an audit until the litigation has ended or all questions pertaining to the audit are resolved.

f. Include this provision concerning records retention in any subcontract it awards.

g. Ensure that records relating to this Contract are securely stored and are accessible by the System Agency upon System Agency's request for at least seven years from the date Grantee ceases business or from the date this Contract terminates, whichever is sooner.

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h. Provide and update as necessary, the name and address of the party responsible for storage of records to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us.

5.13 Grantee's Certification of Meeting or Exceeding Tobacco-Free Workplace Policy Minimum Standards

Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

a. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;

b. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Contract are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;

c. Applying to all employees and visitors in this designated area; and

d. Providing for or referring its employees to tobacco use cessation services.

If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

5.14 Electronic and Information Resources Accessibility and Security Standards

a. **Applicability:**

The following Electronic and Information Resources (EIR) requirements apply to the Contract because the Grantee performs services that include EIR that the System Agency's employees are required or permitted to access or members of the public are required or permitted to access.

This Section does not apply to incidental uses of EIR in the performance of the Agreement, unless the Parties agree that the EIR will become property of the State of Texas or will be used by HHSC's clients or recipients after completion of the Agreement.

Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a Product.

b. **Definitions:**

"Accessibility Standards" means accessibility standards and specifications for Texas agency and institution of higher education websites and EIR set forth in 1 TAC Chapter 206 and/or Chapter 213.

"**Electronic and Information Resources**" means information resources, including information resources technologies, and any equipment or interconnected system of

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equipment that is used in the creation, conversion, duplication, or delivery of data or information. The term includes telephones and other telecommunications products, information kiosks, transaction machines, Internet websites, multimedia resources, and office equipment, including copy machines and fax machines.

"Electronic and Information Resources Accessibility Standards" means the accessibility standards for electronic and information resources contained in 1 Texas Administrative Code Chapter 213.

"Product" means information resources technology that is, or is related to EIR.

"Web Site Accessibility Standards/Specifications" means standards contained in Volume 1 Tex. Admin. Code Chapter 206(c) Accessibility Requirements. Under Tex. Gov't Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, the System Agency must procure Products and services that comply with the Accessibility Standards when those Products are available in the commercial marketplace or when those Products are developed in response to a procurement solicitation. Accordingly, Grantee must provide electronic and information resources and associated Product documentation and technical support that comply with the Accessibility Standards.

c. **Evaluation, Testing, and Monitoring**

1. The System Agency may review, test, evaluate and monitor Grantee's Products and services, as well as associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a contract. Testing and monitoring may include user acceptance testing. Neither the review, testing (including acceptance testing), evaluation or monitoring of any Product or service, nor the absence of review, testing, evaluation or monitoring, will result in a waiver of the State's right to contest the Grantee's assertion of compliance with the Accessibility Standards.
2. Grantee agrees to cooperate fully and provide the System Agency and its representatives timely access to Products, records, and other items and information needed to conduct such review, evaluation, testing, and monitoring.

d. **Representations and Warranties**

1. Grantee represents and warrants that:
   i. As of the Effective Date of the Contract, the Products and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the Agreement, unless and to the extent the Parties otherwise expressly agree in writing; and
   ii. If the Products will be in the custody of the state or a System Agency's client or recipient after the Contract expiration or termination, the Products will continue to comply with Accessibility Standards after the expiration or termination of the Contract Term, unless the System Agency or its clients or recipients, as applicable, use the Products in a manner that renders it noncompliant.

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2. In the event Grantee becomes aware, or is notified that the Product or service and associated documentation and technical support do not comply with the Accessibility Standards, Grantee represents and warrants that it will, in a timely manner and at no cost to the System Agency, perform all necessary steps to satisfy the Accessibility Standards, including remediation, replacement, and upgrading of the Product or service, or providing a suitable substitute.
   i. Grantee acknowledges and agrees that these representations and warranties are essential inducements on which the System Agency relies in awarding this Contract.
   ii. Grantee's representations and warranties under this subsection will survive the termination or expiration of the Contract and will remain in full force and effect throughout the useful life of the Product.

e. **Remedies**

1. Under Tex. Gov't Code § 2054.465, neither the Grantee nor any other person has cause of action against the System Agency for a claim of a failure to comply with Tex. Gov't Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.
2. In the event of a breach of Grantee's representations and warranties, Grantee will be liable for direct, consequential, indirect, special, or liquidated damages and any other remedies to which the System Agency may be entitled under this Contract and other applicable law. This remedy is cumulative of any other remedies to which the System Agency may be entitled under this Contract and other applicable law.

5.15 Equipment, Supplies and Property

a. **Equipment.**

Equipment is defined as tangible personal property having a useful lifetime of more than one year and a per-unit acquisition cost that exceeds $5,000 or more.

Grantee will:

1. inventory all equipment and report the inventory on the Grantees Property Inventory Form.
2. initiate the purchase of all equipment, approved in writing by the System Agency, in the first quarter of the Contract or Contract term, as applicable. Failure to initiate purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter in the Contract must be submitted to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us.

b. **Equipment List.**

1. All items of equipment to be purchased with funds under this Contract must be itemized in Grantee's equipment list as finally approved by the System Agency in the executed Contract.

The equipment list must include:

i. Description of the property;
ii. Serial number or other identification number;

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iii. Source of funding for the property (including the Federal Assistance Identification Number);
iv. Who holds title,
v. Acquisition date and cost of the property;
vi. Percentage of Federal participation in the project costs for the Federal award under which the property was acquired;
vii. Location use and condition of the property; and
viii. Any ultimate disposition data including the date of disposal and sale price of property.

2. Any changes to the approved equipment list in this Contract must be approved in writing by the System Agency prior to the purchase of equipment.

3. Grantee will submit to the assigned contract manager, a written description including complete product specifications and need justification prior to purchasing any item of unapproved equipment. If approved, the System Agency will acknowledge its approval by means of a written amendment.

c. **Supplies.**

1. Supplies are defined as consumable items necessary to carry out the services under this Contract including medical supplies, drugs, janitorial supplies, office supplies, patient educational supplies, software, and any items of tangible personal property other than those defined as equipment above.
2. Tangible personal property includes controlled assets, including firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of $500 or more, but less than $5,000, which includes desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment are also considered Supplies.
3. Prior approval by the System Agency of the purchase of Controlled Assets is not required, but such purchases must be reported on the Grantees Property Inventory Form.

d. **Property Inventory and Protection of Assets.**

Grantee shall:

1. maintain an inventory of equipment, supplies defined as controlled assets, and property described in this Contract and submit to the assigned contract manager, upon request.

2. maintain, repair, and protect assets under this Contract to assure their full availability and usefulness.

3. if Grantee is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided or obtained under this Contract, use the proceeds to repair or replace those assets.

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e. **Assets as Collateral Prohibited.**
Grantees will not encumber equipment purchased with System Agency funds without prior written approval from the System Agency.

f. **Bankruptcy.**

1. In the event of bankruptcy, Grantee will;
   i. sever the System Agency property, equipment, and supplies in possession of Grantee from the bankruptcy, and title must revert to the System Agency.
   ii. when directed by the System Agency, return all such property, equipment and supplies to the System Agency.
   iii. ensure that its subcontracts, if any, contain a specific provision requiring that in the event of the subcontractor's bankruptcy, the subcontractor must sever the System Agency property, equipment, and supplies in possession of the subcontractor from the bankruptcy, and title must revert to the System Agency, who may require that the property, equipment and supplies be returned to the System Agency.

g. **Title to Property**

At the expiration or termination of this Contact for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to System Agency. Title may be transferred to any other party designated by System Agency. The System Agency may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.

h. **Disposition of Property**

1. Grantee will follow the procedures in the American Hospital Association's(AHA) "Estimated Useful Lives of Depreciable Hospital Assets" in disposing, at any time during or after the Contract term, of equipment purchased with the System Agency funds, except when federal or state statutory requirements supersede or when the equipment requires licensure or registration by the state, or when the acquisition price of the equipment is equal to or greater than $5,000.

2. All other equipment not listed in the AHA reference (other than equipment that requires licensure or registration or that has an acquisition cost equal to or greater than $5,000) will be controlled by the requirements of UGMS.

3. If, prior to the end of the useful life, any item of equipment is no longer needed to perform services under this Contract, or becomes inoperable, or if the equipment requires licensure or registration or had an acquisition price equal to or greater than $5,000, Grantee will request disposition approval and instructions in writing from the contract manager assigned to this Contract.

4. After an item reaches the end of its useful life, Grantee will ensure that disposition of any equipment is in accordance with Generally Accepted Accounting Principles, and any applicable federal guidance.

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i. **Closeout of Equipment**

1. At the end of the term of a Contract that has no additional renewals or that will not be renewed (Closeout), or when a Contract is otherwise terminated, Grantee will submit to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us an inventory of equipment purchased with System Agency funds and request disposition instructions for such equipment.

2. All equipment purchased with System Agency funds must be secured by Grantee at the time of Closeout, or termination of this Contract, and must be disposed of according to the System Agency's disposition instructions, which may include return of the equipment to System Agency or transfer of possession to another System Agency Grantee, at Grantee's expense.

j. **Insurance.**

In addition to the Insurance provision of the Uniform Terms and Conditions, Grantee shall:

1. Maintain insurance or other means of repairing or replacing assets purchased with System Agency funds.
2. Repair or replace with comparable equipment any such equipment not covered by insurance that is lost, stolen, damaged or destroyed. If any insured equipment purchased with System Agency funds is lost, stolen, damaged or destroyed.
3. Notify the contract manager assigned to this Contract within 5 business days of learning of the loss, to obtain instructions whether to submit and pursue an insurance claim.
4. Use any insurance proceeds to repair the equipment or replace the equipment with comparable equipment or remit the insurance proceeds to System Agency.

k. **Travel**

The System Agency's travel policy will apply to all travel reimbursement if Grantee does not have a formal Travel Policy. If Grantee has a formal Travel Policy, Grantee shall:

1. Submit Grantee's formal travel policy to be approved by the assigned contract manager.
2. Ensure travel policy specifies reimbursement limits for meals, lodging, and the mileage rate.
3. Ensure all travel costs are reasonable and necessary.
4. Ensure all out-of-state travel is approved by the assigned contract manager prior to travel.
5. Submit all out-of-state travel requests to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us, at least, thirty (30) days prior to travel.

l. **Management and Control Systems**

Grantee will:

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1. Maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met during the term of the contract through the completion of the closeout procedures.
2. Develop, implement, and maintain financial management and control systems that meet or exceed the requirements of Uniform Statewide Accounting System (UGMS). Those requirements and procedures include, at a minimum, the following:
   i. Financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs;
   ii. Financial management systems that include accurate accounting records that are accessible and identify the source and application of funds provided under each Contract of this Contract, and original source documentation substantiating that costs are specifically and solely allocable to a Contract and its Contract and are traceable from the transaction to the general ledger;
   iii. Effective internal and budgetary controls;
   iv. Comparison of actual costs to budget; determination of reasonableness, allowableness, and allocability of costs;
   v. Timely and appropriate audits and resolution of any findings;
   vi. Billing and collection policies; and
   vii. Mechanism capable of billing and making reasonable efforts to collect from clients and third parties.

m. **Property Acquisitions**

System Agency funds must not be used to purchase buildings or real property. Any costs related to the initial acquisition of the buildings or real property are not allowable.

n. **Condition Precedent to Requesting Payment**

Grantee will disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting cash payments including any advance payments from the System Agency.

o. **Overtime Compensation.**

1. Except as provided in this section, Grantee will be responsible for any obligations of premium overtime pay due employees. Premium overtime pay is defined as any compensation paid to an individual in addition to the employee's normal rate of pay for hours worked in excess of normal working hours.
2. Funds provided under this Contract may be used to pay the premium portion of overtime only under the following conditions:

i. With the prior written approval of System Agency;
ii. Temporarily, in the case of an emergency or an occasional operational bottleneck;
iii. When employees are performing indirect functions, such as administration, maintenance, or accounting;
iv. In performance of tests, laboratory procedures, or similar operations that are

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continuous in nature and cannot reasonably be interrupted or otherwise completed; or

v. When lower overall cost to System Agency will result.

p. **Fidelity Bond**

For the benefit of System Agency, Grantee is required to carry a fidelity bond or insurance coverage equal to the amount of funding provided under this Contract up to $100,000 that covers each employee of Grantee handling funds under this Contract, including person(s) authorizing payment of such funds.

1. The fidelity bond or insurance must provide for indemnification of losses occasioned by any fraudulent or dishonest act or acts committed by any of Grantee's employees, either individually or in concert with others, and/or failure of Grantee or any of its employees to perform faithfully his/her duties or to account properly for all monies and property received by virtue of his/her position or employment. The bond or insurance acquired under this section must include coverage for third party property.
2. Grantee will notify, and obtain prior approval from, the System Agency Contract Oversight and Support Section before settling a claim on the fidelity bond or insurance.

q. **Liability Coverage.**

For the benefit of System Agency, Grantee will at all times maintain liability insurance coverage, referred to in Tex. Gov. Code § 2261.102, as "director and officer liability coverage" or similar coverage for all persons in management or governing positions within Grantee's organization or with management or governing authority over Grantee's organization (collectively "responsible persons").

Grantee will:

1. maintain copies of liability policies on site for inspection by System Agency and will submit copies of policies to System Agency upon request.
2. maintain liability insurance coverage in an amount not less than the total value of this Contract and that is sufficient to protect the interests of System Agency in the event an actionable act or omission by a responsible person damages System Agency's interests.
3. notify, and obtain prior approval from, the System Agency Contract Oversight and Support Section before settling a claim on the insurance.

r. **Quality Management.**

Grantee shall:

1. Comply with quality management requirements as directed by the System Agency.
2. Develop and implement a Quality Management Plan (QMP) that conforms with 25 TAC § 448.504 and make the QMP available to System Agency upon request. The QMP must be developed no later than the end of the first quarter of the Contract term.

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3. Update and revise the QMP each biennium or sooner, if necessary. Grantee's governing body will review and approve the initial QMP, within the first quarter of the Contract term, and each updated and revised QMP thereafter. The QMP must describe Grantee's methods to measure, assess, and improve -
   i. Implementation of evidence-based practices, programs and research-based approaches to service delivery;
   ii. Client/participant satisfaction with the services provided by Grantee;
   iii. Service capacity and access to services;
   iv. Client/participant continuum of care; and
   v. Accuracy of data reported to the state.
4. Participate in continuous quality improvement (CQI) activities as defined and scheduled by the state including, but not limited to data verification, performing self-reviews; submitting self-review results and supporting documentation for the state's desk reviews; and participating in the state's onsite or desk reviews.
5. Submit plan of improvement or corrective action plan and supporting documentation as requested by System Agency.
6. Participate in and actively pursue CQI activities that support performance and outcomes improvement.
7. Respond to consultation recommendations by System Agency, which may include, but are not limited to the following:
   i. Staff training;
   ii. Self-monitoring activities guided by System Agency, including use of quality management tools to self-identify compliance issues; and
   iii. Monitoring of performance reports in the System Agency electronic clinical management system.

s. **Abuse, Neglect, Exploitation.**

Grantee shall:

1. Take all steps necessary, to protect the health, safety and welfare of its clients and participants.
2. Develop and implement written policies and procedures for abuse, neglect and exploitation.
3. Notify appropriate authorities of any allegations of abuse, neglect, or exploitation as required by 25 TAC § 448.703.

t. **Persons on Probation or Parole.**

Grantee will:

1. Develop and implement written policies and procedures that address the delivery of services by employees, subcontractors, or volunteers on probation or parole.
2. Notify the contract manager assigned to the Contract immediately of any of its employees, volunteers or subcontractors who are on parole or probation if the employee, volunteer, or subcontractor provides or will provide direct client or participant services or who has or may have direct contact with clients or participants.
3. Maintain copies of all notices required under this section for System Agency

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review.

a. **Personnel Requirements and Documentation.**

Grantee shall:

1. Maintain current personnel documentation on each employee. All documents must be factual and accurate. Health-related information must be stored separately with restricted access as appropriate under Tex. Gov. Code §552.102. Training records may be stored separately from the main personnel file but must be easily accessible upon request. Required documentation includes the following, as applicable:
   i. A copy of the current job description signed by the employee;
   ii. Application or resume with documentation of required qualifications and verification of required credentials;
   iii. Verification of work experience;
   iv. Annual performance evaluations;
   v. Personnel data that includes date hired, rate of pay, and documentation of all pay increases and bonuses;
   vi. Documentation of appropriate screening and/or background checks, to include probation or parole documentation;
   vii. Signed documentation of initial and other required training; and
   viii. Records of any disciplinary actions.
2. Document authentication must include signature, credentials when applicable, and date. If the document relates to past activity, the date of the activity must also be recorded. Documentation must be permanent and legible. When it is necessary to correct a required document, the error must be marked through with a single line, dated, and initialed by the writer.

5.16 Clinical Management for Behavioral Health Services (CMBHS) System

The CMBHS is the official record of documentation by System Agency.

Grantee shall:

1. Request access to CMBHS via the CMBHS Helpline at (866) 806-7806.
2. Use the CMBHS time frames specified by System Agency.
3. Use System Agency-specified functionality of the CMBHS in its entirety.
4. Submit all bills and reports to System Agency through the CMBHS, unless otherwise instructed.

a. **Resources**

Grantee shall ensure that Grantee's employees have appropriate Internet access and an adequate number of computers of sufficient capabilities to use the CMBHS. Equipment purchased with System Agency funds must be inventoried, maintained in working order, and secured.

b. **Security Administrator and Authorized Users**

Grantee shall:

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1. Designate a Security Administrator and a back-up Security Administrator. The Security Administrator is required to implement and maintain a system for management of user accounts/user roles to ensure that all the CMBHS user accounts are current.
2. Have a security policy that ensures adequate system security and protection of confidential information.
3. Notify the CMBHS Help-desk within ten (10) business days of any change to the designated Security Administrator or the back-up Security Administrator.

Grantee will:

i. Ensure that access to CMBHS is restricted to only currently authorized users.
ii. Within 24 hours, remove access to users who are no longer authorized to have access to secure data in CMBHS.
iii. Maintain the CMBHS Authorized Users List which includes former and current Grantee's employees, contracted labor, subcontractors or any other users authorized to have access to secure data in CMBHS. The CMBHS Authorized Users List shall document whose authority has been added and terminated; and the date the authority was added and terminated.

4. Submit the CMBHS Security Attestation Form and the CMBHS Authorized Users List as stated in Attachment A, to the following e-mail address: SubstanceAbuse.Contracts@hhsc.state.tx.us.
5. Continually maintain the current CMBHS Authorized Users List on file and make available to System Agency upon request within five business days.
6. Immediately block access to CMBHS of any person who should no longer have access to CMBHS, due to severance of employment with Grantee or otherwise,
   i. immediately modify access when there is a change in a user's job responsibilities that affects the user's need for access to CMBHS,
   ii. update records on a daily basis to reflect any changes in account status.

c. **Security Violations and Accounts Updates.**

Grantee will adhere to the Confidentiality Article requirements and HHS Data Usage Agreement of this contract and immediately contact System Agency if a security violation is detected, or if Grantee has any reason to suspect that the security or integrity of the CMBHS data has been or may be compromised in any way.

d. **Electronic Transfer of Information.**

Grantee will establish and maintain adequate internal controls, security, and oversight for the approval and electronic transfer of information regarding payments and reporting requirements. Grantee certifies that the electronic payment requests and reports transmitted will contain true, accurate, and complete information.

e. **Access.**

System Agency reserves the right to limit or deny access, to the CMBHS by Grantee, at any time for any reason deemed appropriate by System Agency. Grantee access to CMBHS will be placed in inactive status when theGrantee ceases to have an executed contract with System Agency Mental Health and Substance Abuse Division.

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f. **Customer Support and Training.**
System Agency will provide support for the CMBHS, including problem tracking and problem resolution. System Agency will provide telephone numbers for Grantees to obtain access to expert assistance for CMBHS-related problem resolution. System Agency will provide initial CMBHS training. Grantee shall provide subsequent ongoing end-user training.

5.17 HIV/AIDS Model Workplace Guidelines
Grantee shall:

a. Implement the System Agency's policies based on the Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS), AIDS Model Workplace Guidelines for Businesses at http://www.dshs.state.tx.us/hivstd/policy/policies.shtm, State Agencies and State Grantees Policy No. 090.021.

b. Educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Texas. Health & Safety Code §§ 85.112-114.

5.18 Medicaid Enrollment

Treatment Grantees shall enroll as a provider with Texas Medicaid and Healthcare Partnership (TMHP) and all Medicaid Managed Care organizations in Grantee's service region within the first quarter of this procurement term and maintain through the procurement term.

5.19 Billing for Treatment and Payment Restrictions
Grantees shall:

a. Bill for only one intensity of service and service type (either outpatient or residential) per client per day

b. Not bill for an intensity of service and service type if another System Agency-funded Treatment Grantee is providing and billing System Agency for another intensity of service and service type.

c. The following are the exceptions to Item (b):
A client may receive the following services at the same time the client receives SUD outpatient or residential treatment services:
a. Co-occurring psychiatric / substance use disorder services,
b. Ambulatory detoxification, or
c. Opioid substitution therapy services.

d. If two Grantees provide services to the same client under this exception, the Grantees must coordinate services and both Grantees must document the service coordination in CMBHS.

5.20 Persons on Probation or Parole.
Grantee shall;

a. Develop and implement written policies and procedures that address the delivery of

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services by employees, subcontractors, or volunteers on probation or parole.

b. Submit to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us, notice of any of its employees, volunteers or subcontractors who are on parole or probation if the employee, volunteer, or subcontractor provides or will provide direct client or participant services or who has or may have direct contact with clients or participants.

c. Maintain copies of all notices required under this section for System Agency review.

d. Ensure that any person who is on probation or parole is prohibited from performing direct client/participant services or from having direct contact with clients or participants until authorized by System Agency.

5.21 Substance Abuse Block Grant (SABG) Requirements

Grantee will comply with the requirements of the SABG, including the restrictions on expenditure of grant funds, stated in 45 CFR § 96.135 and the Notice of Grant Award:

The State shall not expend the Block Grant on the following activities:

a. To provide inpatient hospital services, except as provided in paragraph (c) of this section;

b. To make cash payments to intended recipients of health services;

c. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;

d. To satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds;

e. To provide financial assistance to any entity other than a public or nonprofit private entity; or

f. To provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for AIDS.

5.22 Match and Program Income

Grantee shall:

a. Contribute match that is, at minimum, the percentage, stated on Attachment B, of Total System Agency Share unless otherwise stated on Attachment B.

b. Report match on each Financial Status Report (FSR) or Quarterly Match Report, including description, source, and dollar amount in the FSR comment section for the non-System Agency funding and in-kind contributions for the program or as directed by System Agency.

c. Adhere to the Program Income requirements in Uniform Grants Management Standards (UGMS).

d. Not use program income as match without prior approval of the contract manager assigned to the Contract.

e. If the match ratio requirement is not met by the beginning of the last three months of

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the term of the Contract, System Agency may withhold or reduce payments to satisfy match insufficiency or demand a refund of the amount of the match insufficiency.

5.23 Contract Reconciliation

Grantee, within 45 calendar days after the end of each fiscal term year, will submit to the System Agency email box, SubstanceAbuse.Contracts@hhsc.state.tx.us, financial and reconciliation reports required by System Agency in forms as determined by System Agency.

5.24 Breach of Contract and Liquidated Damages

a. Contract Monitoring.

System Agency:

1. will monitor Grantee for programmatic and financial compliance with this Contract and;
2. may impose liquidated damages for any breach of this Contract.
3. at its discretion, may place Grantee on accelerated monitoring, which entails more frequent or more extensive monitoring than ordinarily conducted by System Agency.
4. may allow the Grantee the opportunity to correct identified deficiencies prior to imposing actions stated in this section.

***b.* Liquidated Damages.**

Grantee agrees that noncompliance with the requirements specified in the Contract causes damages to System Agency that are difficult to ascertain and quantify. Grantee further agrees that System Agency may impose liquidated damages each month for so long as the noncompliance continues. Failure to comply with any of the Contract requirements, System Agency may impose liquidated damages of:

1. $500 for the first occurrence of noncompliance during a fiscal year;
2. $750 for the second occurrence of noncompliance with the same requirement during the same fiscal year; and
3. $1,000 for the third and subsequent occurrence(s) of noncompliance with the same requirement during the same fiscal year.

***c.* Grantee Repayment.**

System Agency may withhold payments to Grantee to satisfy any recoupment or liquidated damage imposed by System Agency under this Article. System Agency may take repayment from funds available under this Contract, active or expired, or any subsequent renewal, in amounts necessary to fulfill Grantee's repayment obligations.

***d.* Notice of Liquidated Damages.**

System Agency will formally notify Grantee in writing when liquidated damages action is imposed, stating the nature of the action, the reasons for imposing, and the method of appealing. Grantee must submit a written appeal, within 10 calendar days of receipt of the notice, to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us.

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A submitted appeal must;

1. include documented proof that Grantee submitted the information by the due date or received an exemption from the assigned contract manager.
2. demonstrate the findings on which the Liquidated Damage is based are either invalid or do not warrant the action(s).

If System Agency determines the liquidated damage is warranted, System Agency's decision is final and the remedy or sanction shall be imposed.

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FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which HHSC relies when reporting information to the federal government required under federal law. If HHSC later determines that the Contractor knowingly rendered an erroneous certification, HHSC may pursue all available remedies in accordance with Texas and U.S. laws. Signor further agrees that it will provide immediate written notice to HHSC if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to HHSC detailing which of the below statements it cannot certify and why.***

Legal Name of Contractor:	**FFATA Contact # 1 Name, Email and Phone Number:**
Primary Address of Contractor:	**FFATA Contact #2 Name, Email and Phone Number:**
ZIP Code: 9-digits Required www.usps.com | | | | | | - | | | | |	**Primary DUNS Number: 9-digits Required** http://www.dnb.com/us/ | | | | | | | | | |
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits | | | | | | | | | | | | | |

Printed Name of Authorized Representative	**Signature of Authorized Representative**
Daniel Pope	
Title of Authorized Representative	**Date**
Mayor	

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FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year? ☐ Yes ☐ No

If your answer is "Yes," skip questions "A," "B," and "C" and finish the certification.
If your answer is "No," answer questions "A" and "B."

A. Certification Regarding Percent (%) of Annual Gross from Federal Awards.
Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☐ Yes ☐ No

B. Certification Regarding Amount of Annual Gross from Federal Awards.
Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☐ Yes ☐ No

If your answer is "Yes" to both question "A" and "B," you must answer question "C."
If your answer is "No" to either question "A" or "B," skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.
Does the public have access to information about the highly compensated officers/senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) 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? ☐ Yes ☐ No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

Provide compensation information here:

DocuSign

Certificate Of Completion

Envelope Id: C2363107C07F4DB18900FC4D74D5438C
Status: Sent
Subject: Amending $1,126,272.00; HHS000779500001; City of Lubbock A-1 ; HHSC/MSS-IDD-SUDCMU
Source Envelope:
Document Pages: 51
Signatures: 0
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Texas Health and Human Services Commission
1100 W. 49th St.
Austin, TX 78756
PCS_DocuSign@hhsc.state.tx.us
IP Address: 167.137.1.18

Record Tracking

Status: Original
8/26/2021 9:55:21 AM

Holder: Texas Health and Human Services Commission
PCS_DocuSign@hhsc.state.tx.us

Location: DocuSign

Signer Events	Signature	Timestamp
Daniel Pope dpope@mylubbock.us Mayor City of Lubbock Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 8/26/2021 10:12:02 AM Viewed: 8/26/2021 3:43:55 PM
Sonja Gaines Sonja.Gaines@hhsc.state.tx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Jennifer Silva Jennifer.Silva01@hhs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/26/2021 10:12:01 AM
SA Mailbox SubstanceAbuse.Contracts@hhsc.state.tx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/26/2021 10:12:01 AM

Carbon Copy Events	Status	Timestamp
Bryan Hunter Bryan.Hunter@hhs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/26/2021 10:12:01 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/26/2021 10:12:01 AM

Payment Events	Status	Timestamps

CITY OF LUBBOCK

ATTEST:

By: _____
DANIEL M. POPE, Mayor

ATTEST:

By: _____
REBECCA GARZA, City Secretary

APPROVED AS TO CONTENT:

By: _____
KATHERINE WELLS, Director of Public Health

APPROVED AS TO FORM:

By: _____
RYAN BROOKE, Assistant City Attorney

Regular City Council Meeting **7. 35.**

Meeting Date: 09/14/2021

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution ratifying the acts of the Mayor in executing Amendment No. 1 to Contract HHS000779500002 and all related documents, by and between the City of Lubbock and the Texas Health and Human Services Commission, under the Substance Use Disorder Treatment Program, to provide funding to support the treatment of substance use disorders in adults in the community.

Item Summary

This contract provides funding from the Texas Health and Human Services Commission, to facilitate substance use disorder treatment services for adults in the Lubbock area. This is to include residential, intensive outpatient, and other services as needed.

This grant will fund the provision of treatment for adults not included in special populations in the Lubbock area, as well as case management to help improve treatment outcomes.

Fiscal Impact

This is an existing contract that will add funds for four additional years from September 1, 2021, through August 31, 2025. The total grant award is $4,695,304.
FY 2022, September 1, 2021, through August 31, 2022: $1,219,980
FY 2023, September 1, 2022, through August 31, 2023: $1,185,364
FY 2024, September 1, 2023, through August 31, 2024: $1,144,980
FY 2025, September 1, 2024, through August 31, 2025: $1,144,980

Staff/Board Recommending

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

Attachments

Resolution (c) - HHS000779500002
HHS000779500002 - TRA Grant (f)

RESOLUTION

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

THAT the acts of the Mayor of the City of Lubbock in executing, on behalf of the City of Lubbock, Amendment No. 1 to the Health and Human Services Commission (HHSC) Contract No. HHS000779500002, under the Substance Use Disorder Treatment, to provide funding for Treatment Adult Services, by and between the City of Lubbock and the State of Texas acting by and through HHSC, and related documents are hereby ratified in full. 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:

_____
Ryan Brooke, Assistant City Attorney

RES.HHSC Contract No. HHS000779500002 Amendment 1 Ratification
9.9.21

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HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS000779500002
AMENDMENT NO. 1

THE HEALTH AND HUMAN SERVICES COMMISSION ("System Agency") and **CITY OF LUBBOCK** ("Grantee"), collectively, the "Parties," to that certain Treatment for Adults ("TRA") Contract, effective August 1, 2020 and denominated HHSC Contract No. **HHS000779500002** (the "Contract"), now desire to amend the Contract.

WHEREAS, the Parties desire to amend the Contract in accordance with **ATTACHMENT D, UNIFORM TERMS & CONDITIONS-GRANTEE, SECTION 9.1 (AMENDMENT);**

WHEREAS, the Parties desire to extend the term of the Contract in accordance with **ARTICLE III, DURATION,** of the Contract Signature Page;

WHEREAS, the Parties desire to incorporate **ATTACHMENT H-1, FFATA FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT FORM,** to this Contract;

WHEREAS, the Parties desire to revise Attachments to the existing Contract;

WHEREAS, the Parties desire to add System Agency allocated funds to the Contract in the amount of (1) **$1,144,980.00** for fiscal years from FY 2022 through FY 2025, thereby increasing the not to exceed Total Contract Value; and

WHEREAS, the Parties desire to add System Agency allocated funds to the Contract in the amount of **$75,000.00** in COVID-19 funding per fiscal year FY 2022 and **$40,384.00** for FY 2023, thereby increasing the not to exceed Total Contract Value.

NOW, THEREFORE, the Parties modify as follows:

1. **ARTICLE IV, BUDGET,** of the Contract Signature document, is amended to add System Agency funds of **$1,144,980.00** per Fiscal Year (FY) for FY2022 through FY2025 and supplemental SABG COVID-19 funds of (1) **$75,000.00** for FY 2022 and (2) **$40,384.00** for FY 2023, resulting in a new total contract value of **$5,832,012.00.**

    a. The System Agency allocated share by State Fiscal Year is as follows:
        a.FY 2022, September 1, 2021 through September 31, 2022: **$1,219,980.00**
        b.FY 2023, September 1, 2022 through September 31, 2023: **$1,185,364.00**
        c.FY 2024, September 1, 2023 through September 31, 2024: **$1,144,980.00**
        d.FY 2025, September 1, 2024 through September 31, 2025: **$1,144,980.00**

    b. No additional match is required for SABG supplemental funds awarded as a result of the COVID-19 Pandemic.

    c. Total Contract Value of System Agency allocated funds including required match will not exceed **$7,320,072.00.**

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d. Any funds remaining by the end of the fiscal year will be forfeited and may not be carried forward or rolled over to the following fiscal year.

2. **ATTACHMENT A, STATEMENT OF WORK**, is hereby deleted and replaced in its entirety with **ATTACHMENT A, STATEMENT OF WORK (REVISED APRIL 2021)**.

3. **ATTACHMENT B, PROGRAM SERVICES AND UNIT RATES** is hereby replaced in its entirety with **ATTACHMENT B, PROGRAM SERVICES & UNIT RATES (REVISED APRIL 2021)**.

4. **ATTACHMENT E, SPECIAL CONDITIONS VERSION 1.2**, is hereby replaced in its entirety with **ATTACHMENT E, SPECIAL CONDITIONS VERSION 1.3**.

5. **ATTACHMENT H-1, FFATA FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT FORM,** is attached to and incorporated into this Contract.

6. The Parties amend the Contract Signature Page to add Article X, Texas Grant Management Standards (TxGMS):

X. TEXAS GRANT MANAGEMENT STANDARDS (TXGMS)

The Texas Grant Management Standards (TxGMS), published by the Texas Comptroller, replaces the Uniform Grant Management Standards (UGMS) and applies to grant agreements that begin on or after January 1, 2022. Additionally, as provided in TxGMS, if a state awarding agency adds funds to a grant that existed before March 1, 2021, TxGMS will apply to it from that point forward, unless the state awarding agency specifically indicates that TxGMS will not apply. Applicable references to UGMS in this Grant Agreement will be superseded by TxGMS accordingly.

7. This Amendment No. 1 shall be effective as of the date of last signature below.

8. Except as amended and modified by this Amendment No. 1, all terms and conditions of the Contract shall remain in full force and effect.

9. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE FOR AMENDMENT NO. 1
HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS000779500002

HEALTH AND HUMAN SERVICES COMMISSION

DocuSigned by:
Sonja Gaines
CDB8ED232D2A415...

Sonja Gaines

Assoc. Commissioner IDD/BH

Date of Execution: August 23, 2021

CITY OF LUBBOCK

DocuSigned by:
By: Daniel Pope
3F037B63155540F...

Name: Daniel Pope

Title: Mayor

Date of Execution: August 23, 2021

THE FOLLOWING ATTACHMENTS ARE ATTACHED AND THEIR TERMS ARE HEREBY INCORPORATED AS PART OF THE CONTRACT:

ATTACHMENT A	STATEMENT OF WORK (REVISED APRIL 2021)
ATTACHMENT B	PROGRAM SERVICES & UNIT RATES (REVISED APRIL 2021)
ATTACHMENT E	SPECIAL CONDITIONS VERSION 1.3
ATTACHMENT H-1	FFATA FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT CERTIFICATION FORM

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ATTACHMENT A
STATEMENT OF WORK
(REVISED APRIL 2021)
TREATMENT FOR ADULTS

SECTION I: PURPOSE

Grantee shall provide substance use disorder treatment services to the target population at one or more of the following service types/levels of care, per Section II of this Attachment. The below service types/levels of care are based on Texas Administrative Code (TAC) requirements, as referenced in the Substance Use Disorder (SUD) Program Guide, located at the following link: https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/substance-use-disorder-service-providers, and American Society of Addiction Medicine (ASAM) criteria located at the following link: https://www.asam.org/asam-criteria/about, which is a collection of objective guidelines that give clinicians a standardized approach to admission and treatment planning.

SECTION II: TARGET POPULATION

A. TREATMENT FOR ADULT (TRA)
Target Population

Adult Texas residents who meet *Client Eligibility* for System Agency-funded substance use disorder services as stated in the SUD Program Guide https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/substance-use-disorder-service-providers. Persons who are living with HIV are eligible for these programs / service types.

1. Outpatient Treatment Services
   (ASAM Level 1 Outpatient Services)
2. Supportive Residential Treatment Services
   (ASAM Level 3.1 Clinically Managed Low-Intensity Residential Services)
3. Intensive Residential Treatment Services
   (ASAM Level 3.5 Clinically Managed High-Intensity Residential Services)
4. Residential Detoxification Services
   (ASAM Level 3.7 Medically Monitored Withdrawal Services)
5. Ambulatory Detoxification Services
   (ASAM Level 2 Withdrawal Management)

B. TREATMENT FOR ADULT (TRA)
HIV Statewide Intensive Residential
Program Target Population

Adult Texas residents living with HIV who meet *Client Eligibility* requirements for System Agency-funded substance use disorder services as stated in the SUD Program Guide. https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/substance-use-disorder-service-providers

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1. Human Immunodeficiency Virus (HIV) Statewide Intensive Residential **(ASAM Level 3.5 Clinically Managed High-Intensity Residential Services)**

SECTION III. SERVICE REQUIREMENTS

Grantee shall comply with the following:

A. Administrative Requirements

1. Adhere to the most current SUD Program Guide.
2. Provide age-appropriate medical and psychological therapeutic services designed to treat an individual's SUD while promoting recovery.
3. Adhere to Level of Care/Service Type licensure requirements.
4. Comply with all applicable TAC rules adopted by System Agency related to SUD treatment.
5. Document all specified required activities and services in the Clinical Management of Behavioral Health Services (CMBHS) system. Documents that require client or staff signature shall be maintained according to TAC requirements and made available to System Agency for review upon request.
6. In addition to TAC and SUD Program Guide required Policies and Procedures, Grantee shall develop and implement organizational policies and procedures for the following:
    i. A marketing plan to engage local referral sources and provide information to these sources regarding the availability of SUD treatment and the *Client Eligibility* criteria for admissions;
    ii. All marketing materials published shall include state and federal priority populations admissions;
    iii. Client Retention in services, including protocols for addressing clients absent from treatment and policies defining treatment non-compliance; and
    iv. All policies and procedures shall be provided to System Agency upon request.
7. Ensure that program directors participate in their specific program and service type conference calls as scheduled by System Agency. Program Directors shall participate unless otherwise agreed to by System Agency in writing. Grantee executive management may participate in the conference calls.
8. Actively attend and share representative knowledge about Grantee's system and services at the Outreach, Screening, Assessment, and Referrals (OSAR) quarterly regional collaborative meetings.
9. Ensure compliance with *Client Eligibility* requirements to include: Texas eligibility, financial eligibility, and clinical eligibility as required in SUD Program Guide.
10. Develop a local agreement with Texas Department of Family and Protective Services (DFPS) local offices to address referral process, coordination of services, and sharing of information as allowed per the consent and agreement form.
11. Adhere to Memorandum of Understanding requirements as stated in the SUD Program Guide.
12. Submit the Clinical Management of Behavioral Health Services (CMBHS) System Security Attestation Form and List of Authorized Users to the assigned SUD Contract Manager on September 15th and March 15th of each fiscal year.

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13. Submit the Quarterly Match Report to the assigned SUD Contract Manager, due the 15th day following the quarter being reported of each fiscal year.
14. Submit the Closeout document to the assigned SUD Contract Manager, October 15th (45 days after the end of the state fiscal year).

B. Service Delivery

Grantee shall:

1. Adhere to the *Federal Priority Populations for Treatment Programs and State Priority Populations for Treatment Programs* as stated in the SUD Program Guide.
2. Maintain *Daily Capacity Management Report* in CMBHS as required in the SUD Program Guide.
3. Maintain a *Wait List* to track all eligible individuals who have been screened but cannot be admitted to SUD treatment immediately.
    i. Grantee that has an individual identified as a federal and state priority population on the waiting list shall confirm this in the Daily Capacity Management Report.
    ii. Grantee shall arrange for appropriate services in another treatment facility or provide access to interim services as indicated within 48 hours when efforts to refer to other appropriate services are exhausted.
    iii. Grantee shall offer directly or through referral interim services to wait-listed individuals.
    iv. Establish a wait list that includes priority populations and interim services while awaiting admission to treatment services.
    v. Develop a mechanism to maintain contact with individuals awaiting admission.
4. If unable to provide admissions to individuals within *Federal Priority Populations for Treatment Programs* and *State Priority Populations for Treatment Programs* according to the SUD Program Guide:
    i. Implement written procedures that address maintaining weekly contact with individuals waiting for admissions as well as what referrals are made when a client cannot be admitted for services immediately.
    ii. When Grantee cannot admit a client, who is at risk for dangerous withdrawal, Grantee shall ensure that an emergency medical care provider is notified.
    iii. Coordinate with an alternate provider for immediate admission.
    iv. Notify Substance Use Disorder (Substance_Use_Disorder@hhs.texas.gov) so that assistance can be provided that ensures immediate admission to other appropriate services and proper coordination when appropriate.
    v. Provide pre-admission service coordination to reduce barriers to treatment, enhance motivation, stabilize life situations, and facilitate engagement in treatment.
    vi. Adhere to *Informed Consent Document for Opioid Use Disorder* applicable to the individual as stated in the SUD Program Guide.
    When an individual is placed on the Wait List, Grantee shall document

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interim services as referrals that provides applicable testing, counseling, and treatment for Human Immunodeficiency Virus (HIV), tuberculosis (TB) and sexually transmitted infections (STIs).

C. Screening and Assessment

Grantee shall:

1. Comply with all applicable rules for SUD programs in the TAC regarding Screening and Assessment, as referenced in *Information, Rules, and Regulations* of the SUD Program Guide.
2. When documenting a CMBHS Substance Use Disorder screening, Grantee shall conduct the screening in a confidential, face-to-face interview unless there is documented justification for an interview by phone.
3. Document Financial Eligibility in CMBHS as required in the SUD Program Guide.
4. Conduct and document a CMBHS SUD initial assessment with the client to determine the appropriate levels of care for SUD treatment. The CMBHS assessment will identify the impact of substances on the physical, mental health, and other identified issues including Tuberculosis, Hepatitis C, sexually transmitted infection (STI), and Human Immunodeficiency Virus (HIV).
    i. If client indicates risk for these communicable diseases, Grantee shall refer the client to the appropriate community resources for further testing and counseling.
    ii. If the client is at risk for HIV, Grantee shall refer the client to pre and post-test counseling on HIV.
5. Grantee will also consider referring to the TRA Statewide HIV Intensive Residential Treatment facility to concurrently address medical needs and SUD.
6. If a client is living with HIV, Grantee will refer the client to the appropriate community resources to complete the necessary referrals and health related paperwork.
7. The assessment shall be signed by a Qualified Credential Counselor (QCC) and filed in the client record within three service days of admission or a program may accept an evaluation from an outside entity if it meets the criteria for admission and was completed during the 30 business days preceding admission.

D. Treatment Planning, Implementation and Review

Grantee shall:

1. Comply with all applicable rules for SUD programs in the TAC regarding Treatment Planning, Implementation and Review, as referenced in *Information, Rules, and Regulations* of the SUD Program Guide.
2. Collaborate actively with clients and family, when appropriate, to develop and implement an individualized, written treatment plan that identifies services and support needed to address problems and needs identified in the assessment. The treatment plan shall document the expected length of stay and treatment intensity. Grantee shall use clinical judgment to assign a projected length of stay for each

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individual client.

3. Document referral and referral follow-up in CMBHS to the appropriate community resources based on the individual need of the client.
4. The treatment plan shall be signed by a QCC and filed in the client record within five service days of admission.

E. Discharge

Grantee shall:

1. Comply with all applicable rules in the TAC regarding Discharge, as referenced in *Information, Rules, and Regulations* of the SUD Program Guide.
2. Develop and implement an individualized discharge plan with the client to assist in sustaining recovery.
3. Document in CMBHS the client-specific information that supports the reason for discharge listed on the discharge report. A QCC shall sign the discharge summary. Appropriate referrals shall be made and documented in the client record. A client's treatment is considered successfully completed, if the following criteria are met:
   i. Client has completed the clinically recommended number of treatment units (either initially projected or modified with clinical justification) as indicated in CMBHS.
   ii. All problems on the treatment plan have been addressed.
4. Utilize the treatment plan component of CMBHS to create a final and completed treatment plan version.
5. Problems designated as "treat" or "case manage" status shall have all objectives resolved prior to discharge:
   iii. Problems that have been "referred" shall have associated documented referrals in CMBHS;
   iv. Problems with "deferred" status shall be re-assessed. Upon successful discharge, all deferred problems shall be resolved, either through referral, withdrawal, treatment, or case management with clinical justification reflected in CMBHS, through the Progress Note and Treatment Plan Review Components; and
   v. "Withdrawn" problems shall have clinical justification reflected in CMBHS, through the Progress Note and Treatment Plan Review Components.

F. Additional Service Requirements

Grantee shall:

1. Comply with all applicable rules in the TAC for SUD programs, as stated in *Information, Rules, and Regulations* of the SUD Program Guide.
2. Deliver and provide access to services at times and locations that meet the needs of the target population. Provide or arrange for transportation to all required services not provided at Grantee's facility.
3. Accept referrals from the OSAR.
4. Provide evidenced-based education to clients at minimum on the following topics:

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(i) Tuberculosis;
(ii) HIV; Hepatitis B and C;
(iii) Sexually Transmitted Infections/Diseases; and
(iv) health risks of tobacco and nicotine product use.

5. Provide Case Management as needed with documentation in CMBHS, as Case Management is essential to the ultimate success of the client.
6. Ensure client access to the full continuum of treatment services and shall provide sufficient treatment intensity to achieve treatment plan goals.
7. Provide all services in a culturally, linguistically, non-threatening, respectful and developmentally appropriate manner for clients, families, and/or significant others.
8. Provide trauma-informed services that address the multiple and complex issues related to violence, trauma, and substance use disorders.
9. Provide overdose prevention and reversal education to all clients.
10. Specific overdose prevention activities shall be conducted with clients with opioid use disorders and those clients that use drugs intravenously. Grantee will directly provide or refer to community support services for overdose prevention and reversal education to all identified at risk clients prior to discharge. Grantee will document all overdose prevention and reversal education in CMBHS.
11. Ensure access to adequate and appropriate medical and psychosocial tobacco cessation treatment as follows:
    vi. Assess all clients for tobacco use and all clients seeking to cut back or quit.
    vii. If the client indicates wanting assistance with cutting back or quitting, the client will be referred to appropriate tobacco cessation treatment.
12. Utilize System Agency as the payer of last resort if the client has other / outside funding available (i.e., wages, insurance, etc.)

SECTION IV: STAFF COMPETENCIES AND REQUIREMENTS

1. All personnel shall receive the training and supervision necessary to ensure compliance with System Agency rules, provision of appropriate and individualized treatment, and protection of client health, safety, and welfare.
2. Ensure that all direct care staff receive a copy of this statement of work and SUD Program Guide.
3. Ensure that all direct care staff review all policies and procedures related to the program or organization on an annual basis.
4. Ensure compliance with all applicable rules in the TAC for SUD Programs regarding Personnel Practices and Development, as stated in *Personnel Requirements and Documentation* of the SUD Program Guide.
5. Within 90 business days of hire and prior to service delivery, direct care staff shall have specific documented training in the following:
    i. Motivational interviewing techniques or Motivational Enhancement Therapy;
    ii. Trauma-informed care;
    iii. Cultural competency;
    iv. Harm reduction trainings;
    v. HIPAA and 42 CFR Part 2 training; and
    vi. State of Texas co-occurring psychiatric and substance use disorder (COPSD) training located at the following website: www.centralizedtraining.com
6. Ensure all direct care staff complete annual education on Health Insurance Portability and Accountability Act (HIPAA) and 42 CFR Part 2 training.

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7. Ensure all direct care staff complete a minimum of 10 hours of training each state fiscal year in any of the following areas:
   i. Motivational interviewing techniques;
   ii. Cultural competencies;
   iii. Reproductive health education;
   iv. Risk and harm reduction strategies;
   v. Trauma informed care; or
   vi. Suicide prevention and intervention.
8. Individuals responsible for planning, directing, or supervising treatment services shall be a QCC.
9. Grantee shall have a clinical program director known as a "Program Director" with at least two years of post-QCC licensure experience providing substance use disorder treatment.
10. Substance Use Disorder counseling shall be provided by a QCC or Chemical Dependency Counselor Intern. Substance use disorder education and life skills training shall be provided by counselors or individuals who have appropriate specialized education and expertise. All counselor interns shall work under the direct supervision of a QCC.
11. Licensed Chemical Dependency Counselors shall recognize the limitations of their licensee's ability and shall not provide services outside the licensee's scope of practice of licensure or use techniques that exceed the person's license authorization or professional competence.
12. Develop a policy and procedure on staff training, available for HHSC review, to ensure that information is gathered from clients in a respectful, non-threatening, and culturally competent manner.
13. For HIV Residential Grantee, all counseling staff will have one year of experience working with persons living with HIV or the at-risk population.
    i. Specific training for direct care staff is required annually in harm, risk reduction, and overdose training.
    ii. The Registered Nurse (RN), Licensed Vocational Nurse (LVN), or Physician's Assistant must have at least two years' experience working with persons living with HIV. All shifts will be staffed with either a LVN or RN.
    iii. Food service staff will include at least one full time employee who has certification in food service management and the ability to plan and accommodate diets recommended for individuals served by Grantee.

SECTION V: LEVELS OF CARE / SERVICE TYPES

A. OUTPATIENT TREATMENT SERVICES
ASAM Level 1 Outpatient Services

Grantee will adhere to the following service requirements:

1. Adhere to TAC requirements and SUD Program Guide for outpatient treatment programs / services.
2. Provide and document in CMBHS one hour of group or individual counseling services for every six hours of educational activities.
3. Document in CMBHS discharge follow-up 60 calendar days after discharge from the outpatient treatment services.

B. SUPPORTIVE RESIDENTIAL TREATMENT SERVICES

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ASAM Level 3.1 Clinically Managed Low-Intensity Residential Services

Grantee will adhere to the following service requirements:

1. Adhere to TAC requirements and SUD Program Guide for residential treatment programs / services.
2. Document in CMBHS discharge follow-up 60 calendar days after discharge from the residential treatment services.

C. INTENSIVE RESIDENTIAL TREATMENT SERVICES

ASAM Level 3.5 Clinically Managed High-Intensity Residential Services

Grantee will adhere to the following service requirements:

1. Adhere to TAC requirements and SUD Program Guide for residential treatment programs / services.
2. Document in CMBHS discharge follow-up 60 calendar days after discharge from the residential treatment services.

D. HIV STATEWIDE INTENSIVE RESIDENTIAL TREATMENT SERVICES

Grantee will adhere to applicable TAC intensive services requirements.
In addition, Grantee will adhere to the following service requirements:

1. Work collaboratively with other community-based case management services to resolve admission barriers for clients seeking treatment for SUD or medical care.
2. Provide and document medical monitoring and treatment of HIV and ensure the provision of expedited timely co-occurring needs and treatment for related conditions, addressing issues associated with antiviral drug resistance and adherence, symptoms associated with drug-induced side effects and prescribed prophylaxis for opportunistic infection(s).
3. Individual counselling and groups (including educational groups and other structured activities) will be documented in CMBHS and include goals for the client to achieve and involve discussion and active learning situations. Required topics include but are not limited to the following:
    i. HIV disease management including medical adherence;
    ii. Nutrition;
    iii. Risk reduction, including the opportunity to address risk reduction in lifestyle specific settings;
    iv. Mental health;
    v. Relapse prevention;
    vi. 12-step support; and
    vii. Life skills.
4. Provide directly or through referral, brief family intervention, support and educational groups, and associated family therapy designed to build support and resources for clients in treatment.
5. Facilitate two hours per month of HIV and Hepatitis C co-infection group counseling.
6. Provide and document a referral in CMBHS for psychiatric evaluations as needed and indicated.
7. Provide nursing care 24 hours a day, seven days a week.
8. Provide client meals in accordance with recommended nutritional guidelines, specifically adjusted for persons living with HIV.

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9. Maintain a clean client living environment in accordance with Universal and Standard Precaution Guidelines prescribed by the Center for Disease Control and Prevention (CDC) including linen care, hand-washing habits, food areas, flooring, and air conditioning located at: https://www.cdc.gov/infectioncontrol/basics/standard-precautions.html..
10. Ensure access to recreational facilities and scheduled daily exercise / activity for all clients capable of participation.
11. Conduct discharge planning and emphasize referrals to community resources for continued medical care and other support services.
12. Document a referral and referral follow-up prior to discharge to HIV medical care and community resources for ongoing support.
13. Complete and document in CMBHS discharge follow-up 60 business days after discharge from the treatment program.

E. RESIDENTIAL WITHDRAWAL MANAGEMENT SERVICES
ASAM Level 3.7 Medically Monitored Withdrawal Management

Grantee will adhere to TAC applicable residential detoxification/withdrawal services requirements. Grantee will adhere to the following service requirements:

1. Adhere to the SUD Program Guide for detoxification / withdrawal management services.
2. Adhere to the following additional service delivery requirements:
   i. Document in CMBHS a Detoxification Assessment for withdrawal management per CMBHS.
   ii. Document in CMBHS a discharge plan prior to discharge or transfer.
   iii. Document in CMBHS a discharge follow-up no more than 10 calendar days after discharge from withdrawal management services.
   iv. Develop and Implement Policies, Procedures, and Medical Protocols to ensure client placement into the appropriate level of withdrawal management services in accordance with national guidelines, peer-reviewed literature, and best practices and have available for System Agency review.

F. AMBULATORY WITHDRAWAL MANAGEMENT
ASAM Level 2 Withdrawal Management

Grantee will adhere to the following service requirements:

1. Adhere to the SUD Program Guide for detoxification / withdrawal management services.
2. Adhere to the following additional service delivery requirements:
   i. Document in CMBHS a Detoxification Assessment for withdrawal management per CMBHS.
   ii. Document in CMBHS a discharge plan prior to discharge or transfer.
   iii. Document in CMBHS a discharge follow-up no more than 10 calendar days after discharge from withdrawal management services.
   iv. Develop and Implement Policies, Procedures, and Medical Protocols to ensure client placement into the appropriate level of withdrawal management services in accordance with national guidelines, peer-reviewed literature, and best practices and have available for System Agency review.

Grantee will adhere to TAC applicable ambulatory services requirements. Ambulatory

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detoxification shall not be a stand-alone service. Grantees shall ensure the client is simultaneously admitted to a substance use disorder treatment service while admitted to ambulatory detoxification services.

SECTION VI: REPORTING REQUIREMENTS

1. Grantee shall submit required reports of monitoring activities to System Agency by the applicable due date outlined below. The following reports must be submitted to System Agency to GlobalScape EFT (https://sftp.hhs.texas.gov/) by the required due date and report name described in Section VIII: Submission Requirements.
2. Grantee shall submit all documents listed in the table displayed in this section by the Due Date stated.
3. Grantee will note that if the due date is on a weekend or holiday, the due date is the following business day.
4. Grantee shall submit a Financial Status Report (FSR), quarterly in CMBHS. FSR are due the last business day of the month following the end of each quarter.
5. Grantee shall submit monthly invoices in Clinical Management for Behavioral Health Services (CMBHS) by the 15th of the following month.
6. Grantee shall submit annual Contract Closeout documentation, this is required each fiscal year, and a final contract closeout will be due October 15.
7. Grantee shall submit a CMBHS Security Attestation Form, the form shall be submitted electronically on or before September 15th and March 15th to the to the designated folder in GlobalScape EFT.
8. Grantee will report the performance measures for the previous months activities in CMBHS by the 15th of the current month.
9. Grantee's duty to submit documents will survive the termination or expiration of this Contract.
10. System Agency requires all deliverables excluding the CMBHS deliverables be submitted within Globalscape EFT. Grantee is required to maintain access to Gloabalscape EFT for the term of this contract.

SECTION VII: CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (CMBHS) SYSTEM MINIMUM REQUIREMENTS

Grantee Shall:

1. Designate a Security Administrator and a back-up Security Administrator. The Security Administrator is required to implement and maintain a system for management of user accounts/user roles to ensure that all the CMBHS user accounts are current.

2. Establish and maintain a security policy that ensures adequate system security and protection of confidential information.

3. Notify the CMBHS Help-desk within ten (10) business days of any change to the designated Security Administrator or the back-up Security Administrator.

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4. Ensure that access to CMBHS is restricted to only authorized users. Performing Agency shall, within 24 hours, remove access to users who are no longer authorized to have access to secure data.

5. In addition to CMBHS Helpdesk notification, Performing Agency shall submit a signed CMBHS Security Attestation Form and a list of Performing agency's employees, contracted laborers and subPerforming Agency's authorized to have access to secure data. The CMBHS Security Attestation Form shall be submitted electronically on or before the 15th day of September and March 15th, to the designated folder in Globalscape EFT.

6. Attend System Agency training on CMBHS documentation.

7. Performing Agency shall maintain access to Globalscape EFT at all times during the contract term.

SECTION VIII: SUBMISSION REQUIREMENT

System Agency will monitor Grantee's performance of the requirements in Attachment A and compliance with the Contract's terms and conditions.

Requirement	Deliverable (Report Name)	Due Date	Submission System
Section VIII	Claims in CMBHS	All claims must be entered monthly	CMBHS
Section IV	Closeout documents	Final closeout documents due October 15th each fiscal year.	GlobalScape
Section IV	CMBHS Security Attestation Form and list of authorized users	September 15th and March 15th annually	GlobalScape

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ATTACHMENT B
PROGRAM SERVICES & UNIT RATES
(REVISED APRIL 2021)

Grantee Name: City of Lubbock

Contract Number: HHS000779500002

A. Funding from The United States Health and Humans Services (HHS) and the Substance Abuse and Mental Health Services Administration (SAMHSA) fund the HHSC Substance Use Disorder project(s), which includes this Contract.

B. The Assisted Listing Number (ALN) funds, if any, are listed as part of the System Agency Share.
   1. The Assisted Listing Number for the Substance Abuse Prevention and Treatment (SAPT) Block Grant is 93.959
   2. State General Revenue

C. Funding
   a. System Agency Share total reimbursements will not exceed **$4,695,304.00** for the period from September 1, 2021 through August 31, 2025. The System Agency allocated share by State Fiscal Year is as follows:
      a. FY 2022, September 1, 2021 through August 31, 2022: **$1,219,980.00**
      b. FY 2023, September 1, 2022 through August 31, 2023: **$1,185,364.00**
      c. FY 2024, September 1, 2023 through August 31, 2024: **$1,144,980.00**
      d. FY 2025, September 1, 2024 through August 31, 2025: **$1,144,980.00**

   b. For each Fiscal Year noted in Section C (1) (a-e), Grantee shall provide the match requirement of **$57,249.00**, as detailed below:
      a. FY 2022, September 1, 2021 through September 31, 2022: **$1,277,229.00**
      b. FY 2023, September 1, 2022 through September 31, 2023: **$1,242,613.00**
      c. FY 2024, September 1, 2023 through September 31, 2024: **$1,202,229.00**
      d. FY 2025, September 1, 2024 through September 31, 2025: **$1,202,229.00**

   c. The System Agency Share total reimbursements detailed in Section C (1) (a-e) include COVID-19 funding allocations for Fiscal Years 2022-23 as documented below:
      a. Fiscal Year 2022, September 1, 2021 through September 31, 2022 - **$75,000.00**
      b. Fiscal Year 2023, September 1, 2022 through March 14, 2023 - **$ 40,384.00**

   d. Total Contract Value of System Agency allocated funds including required match will not exceed **$7,320,072.00**

D. Grantee will submit claims to the System Agency through the Clinical Management for Behavioral Health Services (CMBHS) system monthly.

E. Except as indicated by the CMBHS financial eligibility assessment, Grantee shall accept reimbursement or payment from the System Agency as payment in full for services or goods

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provided to clients or participants, and Grantee shall not seek additional reimbursement or payment for services or goods, to include benefits received from federal, state, or local sources, from clients or participants.

F. Grantee may request revisions to the approved distribution of funds budgeted in the Service Type/Capacity/Unit Rate Chart, by submitting a written request to the Assigned Contract Manager. This change is considered a minor administrative change and does not require an amendment. The System Agency shall provide written notification if the revision is approved; and the assigned Contract Manager will update CMBHS, as needed.

G. Any unexpended balance associated with any other System Agency Contract may not be applied to this System Agency Contract.

H. System Agency funded capacity is defined as the stated number of clients that will be concurrently served as determined by this Contract.

I. Clinic Numbers must be approved by the assigned Contract Manager before billing can occur. Clinic Change Request Form is located at: https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/substance-use-disorder-service-providers

J. Service Types with no associated amount will be paid from the preceding Service Type with an associated Amount.

K. The following Service Types, Capacity, and Unit Rates are approved and shall be delivered through this Contract:

SERVICE TYPE/CAPACITY/UNIT RATE CHART
FY2022

Service Type	Number Served	Capacity	Unit Rate	Amount
Adult Outpatient - Individual	205	29		269,980.00
Outpatient-Group Counseling			$18.84	
Outpatient-Group Education			$17.79	
Outpatient-Individual Counseling			$60.69	
Adult Intensive Residential	281	22	$113.02	$888,166.00
Adult - Supportive Residential	10	1	$42.90	$15,368.00
Adult - Ambulatory Detoxification			$88.95	
Adult - Residential Detoxification	40	1	$234.41	$46,466.00
Adult - HIV Residential			$180.00	

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Adult HIV Residential Wraparound Services (Medicaid Adult -21 and Over)			$35.58	

SERVICE TYPE/CAPACITY/UNIT RATE CHART
FY2023

Service Type	Number Served	Capacity	Unit Rate	Amount
Adult Outpatient - Individual	205	29		269,980.00
Outpatient-Group Counseling			$18.84	
Outpatient-Group Education			$17.79	
Outpatient-Individual Counseling			$60.69	
Adult Intensive Residential	275	21	$113.02	$871,182.00
Adult - Supportive Residential	10	1	$42.90	$15,368.00
Adult - Ambulatory Detoxification			$88.95	
Adult - Residential Detoxification	25	1	$234.41	$28,834.00
Adult - HIV Residential			$180.00	
Adult HIV Residential Wraparound Services (Medicaid Adult -21 and Over)			$35.58	

SERVICE TYPE/CAPACITY/UNIT RATE CHART
FY2024 – FY2025

Service Type	Number Served	Capacity	Unit Rate	Amount
Adult Outpatient - Individual	205	29		269,980.00
Outpatient-Group Counseling			$18.84	
Outpatient-Group Education			$17.79	
Outpatient-Individual Counseling			$60.69	
Adult Intensive Residential	269	21	$113.02	$850,000.00
Adult - Supportive Residential	10	1	$42.90	$15,368.00
Adult - Ambulatory Detoxification			$88.95	

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Adult - Residential Detoxification	8	1	$234.41	$9,632.00
Adult - HIV Residential			$180.00	
Adult HIV Residential Wraparound Services (Medicaid Adult -21 and Over)			$35.58	

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ATTACHMENT E (REVISED AUGUST 2021)

TEXAS
Health and Human Services

Health and Human Services Commission
Special Conditions

Version 1.3

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ATTACHMENT E (REVISED AUGUST 2021)

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ATTACHMENT E (REVISED AUGUST 2021)

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Grant, Version 2.16.1.

If any provision contained in this HHSC Special Conditions is in conflict with, or inconsistent with the HHSC Uniform Terms and Conditions (UTC), the provision contained in the UTCs shall prevail. If any provision contained in this HHSC Special Conditions is in conflict with, or inconsistent with the Substance Use Disorder Utilization Management Guidelines (UM), the provision contained in the UM shall prevail.

ARTICLE I - SPECIAL DEFINITIONS

"Conflict of Interest" means a set of facts or circumstances, a relationship, or other situation under which Grantee, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Grantee's, or Subcontractor's ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Grantee or Subcontractor an unfair competitive advantage in future HHSC procurements.

"Grantee Agents" means Grantee's representatives, employees, officers, as well as any contractor or subgrantee's employees, contractors, officers, principals and agents.

"Data Use Agreement" means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

"Item of Noncompliance" means Grantee's acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Project; (3) represent a failure of Grantee to be responsive to a request of HHSC relating to the Project under the Contract.

"Minor Administrative Change" refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 4.01 of these Special Conditions.

"Other Confidential System Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Grantee; or that Grantee may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Project, which is not designated as Confidential Information in a Data Use Agreement.

"State" means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

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"Software" means all operating system and applications software used or created by Grantee to perform the work under the Contract.

"Third Party Software" refers to software programs or plug-ins developed by companies or individuals other than Grantee which are used in performance of the Project. It does not include items which are ancillary to the performance of the Project, such as internal systems of Grantee which were deployed by Grantee prior to the Contract and not procured to perform the Project.

"UTC" means the HHSC Uniform Terms and Conditions – Grant, Version 2.16.1.

ARTICLE II - GRANTEES PERSONNEL AND SUBCONTRACTORS

2.01 Qualifications

Grantee agrees to maintain the organizational and administrative capacity and capabilities to carry out all duties and responsibilities under the Contract. Grantee Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Grantee remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

2.02 Conduct and Removal

While performing the Project, Grantee Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Grantee Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Grantee with notice and documentation regarding its concerns. Upon receipt of such notice, Grantee must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Grantee Agent from performing the Project.

Any person employed by Grantee shall, at the written request of HHSC, and within HHSC's sole discretion, be removed immediately by Grantee from work relating to the Contract.

2.03 Contracts with Subcontractors

a. Grantee may enter into contracts with subcontractors unless restricted or otherwise prohibited in the Contract.
b. Grantees are prohibited from subcontracting with for-profit organizations under this Contract.
c. Prior to entering into a subcontract agreement equaling or exceeding $100,000, Grantee will

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obtain written approval from the System Agency.

d. Grantee will obtain written approval from System Agency before modifying any subcontract agreement to cause the agreement to exceed $100,000.
e. Grantee will establish written policies and procedures for competitive procurement and monitoring of subcontracts and will develop a subcontracting monitoring plan.
f. Grantee shall monitor subcontractors for both financial and programmatic performance and will maintain pertinent records.
g. Grantee shall submit quarterly monitoring reports to the System Agency in a format determined by the System Agency.
h. Grantee shall ensure that subcontracts are fully aware of the requirements placed upon them by state/federal statutes, rules, and regulations and by the provisions of this Contract.
i. Grantee shall ensure all subcontracts, must be in writing and include the following:
    1. Name and address of all parties and the subcontractor's Vendor Identification Number (VIN) or Employee Identification Number (EIN);
    2. Detailed description of the services to be provided;
    3. Measurable method and rate of payment and total not-to-exceed amount of the contract;
    4. Clearly defined and executable termination clause; and
    5. Beginning and ending dates that coincide with the dates of the Contract.
j. Grantee shall ensure and be responsible for the performance of the subcontractor(s).
k. Grantee shall not contract with a subcontractor, at any tier, that is debarred, suspended, or excluded from or ineligible for participation in federal assistance programs or if the subcontractor would be otherwise ineligible to abide by the terms of this Contract.

2.04 Status of Subcontractors

Grantees will require that all subcontractors certify that they are/have:

a. In good standing with all state and federal funding and regulatory agencies;
b. Not currently debarred, suspended or otherwise excluded from participation in federal grant programs;
c. Not delinquent on any repayment agreements;
d. Not had a required license or certification revoked;
e. Not ineligible under the terms of the Contract; and
f. Not had a System Agency contract terminated for cause.

2.05 Incorporation of Terms in Subcontracts

a. Grantee will include in all its contracts with subrecipient subcontractors and solicitations for subrecipient subcontracts, without modification (except as required to make applicable to the subcontract):
    1. Statement of Work
    2. Uniform Terms and Conditions
    3. Special Conditions
    4. Federal Assurances and Certifications
    5. Non-Exclusive List of Applicable Laws
    6. A provision granting to the System Agency, State Auditor's Office (SAO), Office of Inspector General (OIG), and the Comptroller General of the United States, and any of

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their representatives, the right of access to inspect the work and the premises on which any work is performed, and the right to audit the subcontractor.

b. Grantee will ensure that all written agreements with subcontractors incorporate the terms of this Contract so that all terms, conditions, provisions, requirements, duties and liabilities under this Contract applicable to the services provided or activities conducted by a subcontractor are passed down to that subcontractor.

c. No provision of this Contract creates privity of contract between the System Agency and any subcontractor of Grantee.

2.06 Notice of Legal Matter or Litigation

Grantee will send notice to the Substance Use Disorder (SUD) email box, SubstanceAbuse.Contracts@hhsc.state.tx.us of any litigation or legal matter related to or affecting this Contract within seven calendar days of becoming aware of the litigation or legal matter.

2.07 Unilateral Amendment

The System Agency reserves the right to amend this Contract through execution of a unilateral amendment signed by the contract manager for this Contract and provided to the Grantee with ten days notice prior to execution of the amendment under the following circumstances to:

a. To comply with a court order or judgment
b. Incorporate new or revised federal or state laws, regulations, rules or policies
c. Correct an obvious clerical error in this Contract;
d. Change the name of the Contractor in order to reflect the Contractor's name as recorded by the Texas Secretary of State.
e. To correct the name, mailing address, or contact information for persons named in the Contract;
f. To update service descriptions or rates (if applicable);

ARTICLE III - CONFIDENTIALITY

3.01 Confidential System Information

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Grantee and all Grantee Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the Project or the proper discharge of obligations and

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securing of rights under the Contract. Grantee will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Grantee, including information requested to do so by HHSC, will be in accordance with the Contract. If Grantee receives a request for Other Confidential Information, Grantee will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Grantee will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Grantee. Grantee will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Grantee all damages and liabilities caused by or arising from Grantee or Grantee Agents' failure to protect HHSC's Other Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE UTC, GRANTEE WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS) CAUSED BY OR ARISING FROM GRANTEE OR GRANTEE AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. GRANTEE WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE IV - MISCELLANEOUS PROVISIONS

4.01 Minor Administrative Changes

System Agency is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the Project or the Contract that do not increase the fees or term. Upon approval of a Minor Administrative Change, HHSC and Grantee will maintain written notice that the change has been accepted in their Contract files.

4.02 Conflicts of Interest

Grantee warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Grantee or Grantee Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Grantee will, and require Grantee Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or Organizational Conflict of Interest, or

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for personal gain. Grantee and Grantee Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Grantee agrees that, if after Grantee's execution of the Contract, Grantee discovers or is made aware of a Conflict of Interest, Grantee will immediately and fully disclose such interest in writing to HHSC. In addition, Grantee will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Grantee or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Grantee agrees to abide by HHSC's decision.

If HHSC determines that Grantee was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas

4.03 Flow Down Provisions

Grantee must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

4.04 Disaster Declarations

In the event of a local, state, or federal emergency, including natural, pandemics, man- made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster declared by the appropriate federal official, Grantee may be called upon to assist the System Agency in providing the following services:

a. Expand, increase, or modify service delivery in impacted areas;
b. Community evacuation;
c. Health and medical assistance;
d. Assessment of health and medical needs;
e. Health surveillance;
f. Medical care personnel;
g. Health and medical equipment and supplies;
h. Patient evacuation;
i. In-hospital care and hospital facility status;
j. Food, drug and medical device safety;
k. Worker health and safety;
l. Mental health and substance abuse;
m. Public health information;
n. Vector control and veterinary services; and
o. Victim identification and mortuary services.

ATTACHMENT E (REVISED AUGUST 2021)

Disaster related services may not commence, or expenditures incurred, until System Agency provides Grantee with a written Notification to Proceed. The contract may be amended to incorporate additional funds and performance or reporting requirements to support disaster services in the event services must be expanded, increased, or modified.

ARTICLE V - LEGACY PROVISIONS

5.01 Notice of a Contract Action

Grantee will send notice to the Substance Use Disorder (SUD) email box, SubstanceAbuse.Contracts@hhsc.state.tx.us if Grantee has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five business days of becoming aware of the action and include the following:

a. Reason for such action;
b. Name and contact information of the local, state or federal department or agency or entity;
c. Date of the contract;
d. Date of suspension or termination; and
e. Contract or case reference number.

5.02 Notice of IRS or TWC Insolvency

Grantee will send notice to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us, of its insolvency, incapacity or outstanding unpaid obligations of Grantee to the Internal Revenue Service (IRS), Texas Workforce Commission (TWC), the State of Texas, or any agency or political subdivision of the State of Texas within five days of the date of Grantee's becoming aware of such.

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5.03 Notice of Criminal Activity and Disciplinary Actions

a. Grantee shall immediately send notice to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us when the Grantee learns of or has any reason to believe it or any person with ownership or controlling interest in the organization/business, or their agent, employee, subcontractor or volunteer that is providing services under this Contract has:
   1. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
   2. Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.

b. Grantee shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

5.04 Child Abuse Reporting Requirement

Grantee shall:

a. comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.
b. develop, implement and enforce a written policy that includes at a minimum the System Agency's Child Abuse Screening, Documenting, and Reporting Policy for Grantees/Providers and train all staff on reporting requirements.
   c. use the System Agency Child Abuse Reporting Form located at https://www.dfps.state.tx.us Contact_Us/report_abuse.asp as required by the System Agency.
d. retain reporting documentation on site and make it available for inspection by the System Agency.

5.05 Abuse, Neglect, Exploitation

Grantee shall;

a. take all steps necessary, to protect the health, safety and welfare of its clients and participants.
b. develop and implement written policies and procedures for abuse, neglect and exploitation.
c. notify appropriate authorities of any allegations of abuse, neglect, or exploitation as required by 25 TAC § 448.703.

5.06 Grantee's Notification of Change of Contact Person or Key Personnel

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Within 10 business days, Grantee will submit notice to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us and Substance_Use_Disorder@hhsc.state.tx.us of any change in the Grantee's Contact Persons or Key Personnel.

5.07 Notice of Organizational Change

Grantee will submit notice to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us and Substance_Use_Disorder@hhsc.state.tx.us within 10 business days of any change to Grantee's name, contact information, organizational structure, such as merger, acquisition, or change in form of business, legal standing, or authority to do business in Texas.

5.08 Significant Incidents

In addition to notifying the appropriate authorities, Grantee will submit notice to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us and Substance_Use_Disorder@hhsc.state.tx.us significant incidents involving substantial disruption of Grantee's program operation or affecting or potentially affecting the health, safety or welfare of the System Agency funded clients or participants within three calendar days of discovery.

5.09 Responsibilities and Restrictions Concerning Governing Body, Officers and Employees

Grantee and its governing body shall:

a. Bear full responsibility for the integrity of the fiscal and programmatic management of the organization.
b. Be accountable for all funds and materials received from the System Agency. The responsibility of Grantee's governing body will also include accountability for compliance with the System Agency Rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and the System Agency's monitoring processes.
c. Ensure separation of powers, duties, and functions of governing body members and staff. No member of Grantee's governing body, or officer or employee of Grantee will vote for, confirm or act to influence the employment, compensation or change in status of any person related within the second degree of affinity or the third degree of consanguinity (as defined in Texas Government Code Chapter 573) to the member of the governing body or the officer or any employee authorized to employ or supervise such person. This prohibition does not prohibit the continued employment of a person who has been continuously employed for a period of two years prior to the election, appointment or employment of the officer, employee, or governing body member related to such person in the prohibited degree. These restrictions also apply to the governing body, officers, and employees of Grantee's subcontractors.

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5.10 Direct Operation

System Agency may temporarily assume operations of a Grantee's program or programs funded under this Contract when the continued operation of the program by Grantee puts at risk, the health or safety of clients and/or participants served by Grantee.

5.11 Interim Extension Amendment

a. Prior to or on the expiration date of this Contract, the Parties agree that this Contract can be extended as provided under this Section.

b. The System Agency will provide written notice of interim extension amendment to the Grantee under one of the following circumstances:
   1. Continue provision of services in response to a disaster declared by the governor; or
   2. To ensure that services to clients continue without interruption.

c. The System Agency will provide written notice of the interim extension amendment that specifies the reason and length of time for the extension.

d. Grantee will provide and invoice for services in the same manner as stated in the Contract.

e. An interim extension under Section (b)(1) above will extend the term of the contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.

f. An interim extension under Section (b)(2) above will be a one-time extension for time determined by the System Agency.

5.12 Medical Records Retention

Grantee will:

a. Retain medical records in accordance with 22 TAC §165.1(b) or other applicable statutes, rules and regulations governing medical information.

b. Retain and preserve records in accordance with applicable state and federal statutes, rules and regulations.

c. Maintain all non-financial records that are generated or collected by Grantee under the provisions of this Contract for a period of at least seven years after the termination of this Contract.

d. Retain the records in accordance with the federal retention period, if the federal retention period for services funded through Medicaid is more than seven years

e. Retain all records pertaining to this Contract that are the subject of litigation or an audit until the litigation has ended or all questions pertaining to the audit are resolved.

f. Include this provision concerning records retention in any subcontract it awards.

g. Ensure that records relating to this Contract are securely stored and are accessible by the System Agency upon System Agency's request for at least seven years from the date Grantee ceases business or from the date this Contract terminates, whichever is sooner.

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h. Provide and update as necessary, the name and address of the party responsible for storage of records to the SUD emailbox, SubstanceAbuse.Contracts@hhsc.state.tx.us.

5.13 Grantee's Certification of Meeting or Exceeding Tobacco-Free Workplace Policy Minimum Standards

Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

a. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;

b. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Contract are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;

c. Applying to all employees and visitors in this designated area; and

d. Providing for or referring its employees to tobacco use cessation services.

If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

5.14 Electronic and Information Resources Accessibility and Security Standards

a. **Applicability:**

The following Electronic and Information Resources (EIR) requirements apply to the Contract because the Grantee performs services that include EIR that the System Agency's employees are required or permitted to access or members of the public are required or permitted to access.

This Section does not apply to incidental uses of EIR in the performance of the Agreement, unless the Parties agree that the EIR will become property of the State of Texas or will be used by HHSC's clients or recipients after completion of the Agreement.

Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a Product.

b. **Definitions:**

"Accessibility Standards" means accessibility standards and specifications for Texas agency and institution of higher education websites and EIR set forth in 1 TAC Chapter 206 and/or Chapter 213.

"**Electronic and Information Resources**" means information resources, including information resources technologies, and any equipment or interconnected system of

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equipment that is used in the creation, conversion, duplication, or delivery of data or information. The term includes telephones and other telecommunications products, information kiosks, transaction machines, Internet websites, multimedia resources, and office equipment, including copy machines and fax machines.

"Electronic and Information Resources Accessibility Standards" means the accessibility standards for electronic and information resources contained in 1 Texas Administrative Code Chapter 213.

"Product" means information resources technology that is, or is related to EIR.

"Web Site Accessibility Standards/Specifications" means standards contained in Volume 1 Tex. Admin. Code Chapter 206(c) Accessibility Requirements. Under Tex. Gov't Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, the System Agency must procure Products and services that comply with the Accessibility Standards when those Products are available in the commercial marketplace or when those Products are developed in response to a procurement solicitation. Accordingly, Grantee must provide electronic and information resources and associated Product documentation and technical support that comply with the Accessibility Standards.

c. **Evaluation, Testing, and Monitoring**

1. The System Agency may review, test, evaluate and monitor Grantee's Products and services, as well as associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a contract. Testing and monitoring may include user acceptance testing. Neither the review, testing (including acceptance testing), evaluation or monitoring of any Product or service, nor the absence of review, testing, evaluation or monitoring, will result in a waiver of the State's right to contest the Grantee's assertion of compliance with the Accessibility Standards.
2. Grantee agrees to cooperate fully and provide the System Agency and its representatives timely access to Products, records, and other items and information needed to conduct such review, evaluation, testing, and monitoring.

d. **Representations and Warranties**

1. Grantee represents and warrants that:
   i. As of the Effective Date of the Contract, the Products and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the Agreement, unless and to the extent the Parties otherwise expressly agree in writing; and
   ii. If the Products will be in the custody of the state or a System Agency's client or recipient after the Contract expiration or termination, the Products will continue to comply with Accessibility Standards after the expiration or termination of the Contract Term, unless the System Agency or its clients or recipients, as applicable, use the Products in a manner that renders it noncompliant.

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2. In the event Grantee becomes aware, or is notified that the Product or service and associated documentation and technical support do not comply with the Accessibility Standards, Grantee represents and warrants that it will, in a timely manner and at no cost to the System Agency, perform all necessary steps to satisfy the Accessibility Standards, including remediation, replacement, and upgrading of the Product or service, or providing a suitable substitute.
   i. Grantee acknowledges and agrees that these representations and warranties are essential inducements on which the System Agency relies in awarding this Contract.
   ii. Grantee's representations and warranties under this subsection will survive the termination or expiration of the Contract and will remain in full force and effect throughout the useful life of the Product.

e. **Remedies**

1. Under Tex. Gov't Code § 2054.465, neither the Grantee nor any other person has cause of action against the System Agency for a claim of a failure to comply with Tex. Gov't Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.
2. In the event of a breach of Grantee's representations and warranties, Grantee will be liable for direct, consequential, indirect, special, or liquidated damages and any other remedies to which the System Agency may be entitled under this Contract and other applicable law. This remedy is cumulative of any other remedies to which the System Agency may be entitled under this Contract and other applicable law.

5.15 Equipment, Supplies and Property

a. **Equipment.**

Equipment is defined as tangible personal property having a useful lifetime of more than one year and a per-unit acquisition cost that exceeds $5,000 or more.

Grantee will:

1. inventory all equipment and report the inventory on the Grantees Property Inventory Form.
2. initiate the purchase of all equipment, approved in writing by the System Agency, in the first quarter of the Contract or Contract term, as applicable. Failure to initiate purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter in the Contract must be submitted to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us.

b. **Equipment List.**

1. All items of equipment to be purchased with funds under this Contract must be itemized in Grantee's equipment list as finally approved by the System Agency in the executed Contract.

The equipment list must include:

i. Description of the property;
ii. Serial number or other identification number;

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iii. Source of funding for the property (including the Federal Assistance Identification Number);
iv. Who holds title,
v. Acquisition date and cost of the property;
vi. Percentage of Federal participation in the project costs for the Federal award under which the property was acquired;
vii. Location use and condition of the property; and
viii. Any ultimate disposition data including the date of disposal and sale price of property.

2. Any changes to the approved equipment list in this Contract must be approved in writing by the System Agency prior to the purchase of equipment.

3. Grantee will submit to the assigned contract manager, a written description including complete product specifications and need justification prior to purchasing any item of unapproved equipment. If approved, the System Agency will acknowledge its approval by means of a written amendment.

c. **Supplies.**

1. Supplies are defined as consumable items necessary to carry out the services under this Contract including medical supplies, drugs, janitorial supplies, office supplies, patient educational supplies, software, and any items of tangible personal property other than those defined as equipment above.
2. Tangible personal property includes controlled assets, including firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of $500 or more, but less than $5,000, which includes desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment are also considered Supplies.
3. Prior approval by the System Agency of the purchase of Controlled Assets is not required, but such purchases must be reported on the Grantees Property Inventory Form.

d. **Property Inventory and Protection of Assets.**

Grantee shall:

1. maintain an inventory of equipment, supplies defined as controlled assets, and property described in this Contract and submit to the assigned contract manager, upon request.

2. maintain, repair, and protect assets under this Contract to assure their full availability and usefulness.

3. if Grantee is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided or obtained under this Contract, use the proceeds to repair or replace those assets.

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e. **Assets as Collateral Prohibited.**
Grantees will not encumber equipment purchased with System Agency funds without prior written approval from the System Agency.

f. **Bankruptcy.**

1. In the event of bankruptcy, Grantee will;
   i. sever the System Agency property, equipment, and supplies in possession of Grantee from the bankruptcy, and title must revert to the System Agency.
   ii. when directed by the System Agency, return all such property, equipment and supplies to the System Agency.
   iii. ensure that its subcontracts, if any, contain a specific provision requiring that in the event of the subcontractor's bankruptcy, the subcontractor must sever the System Agency property, equipment, and supplies in possession of the subcontractor from the bankruptcy, and title must revert to the System Agency, who may require that the property, equipment and supplies be returned to the System Agency.

g. **Title to Property**

At the expiration or termination of this Contact for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to System Agency. Title may be transferred to any other party designated by System Agency. The System Agency may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.

h. **Disposition of Property**

1. Grantee will follow the procedures in the American Hospital Association's(AHA) "Estimated Useful Lives of Depreciable Hospital Assets" in disposing, at any time during or after the Contract term, of equipment purchased with the System Agency funds, except when federal or state statutory requirements supersede or when the equipment requires licensure or registration by the state, or when the acquisition price of the equipment is equal to or greater than $5,000.

2. All other equipment not listed in the AHA reference (other than equipment that requires licensure or registration or that has an acquisition cost equal to or greater than $5,000) will be controlled by the requirements of UGMS.

3. If, prior to the end of the useful life, any item of equipment is no longer needed to perform services under this Contract, or becomes inoperable, or if the equipment requires licensure or registration or had an acquisition price equal to or greater than $5,000, Grantee will request disposition approval and instructions in writing from the contract manager assigned to this Contract.

4. After an item reaches the end of its useful life, Grantee will ensure that disposition of any equipment is in accordance with Generally Accepted Accounting Principles, and any applicable federal guidance.

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i. **Closeout of Equipment**

1. At the end of the term of a Contract that has no additional renewals or that will not be renewed (Closeout), or when a Contract is otherwise terminated, Grantee will submit to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us an inventory of equipment purchased with System Agency funds and request disposition instructions for such equipment.

2. All equipment purchased with System Agency funds must be secured by Grantee at the time of Closeout, or termination of this Contract, and must be disposed of according to the System Agency's disposition instructions, which may include return of the equipment to System Agency or transfer of possession to another System Agency Grantee, at Grantee's expense.

j. **Insurance.**

In addition to the Insurance provision of the Uniform Terms and Conditions, Grantee shall:

1. Maintain insurance or other means of repairing or replacing assets purchased with System Agency funds.
2. Repair or replace with comparable equipment any such equipment not covered by insurance that is lost, stolen, damaged or destroyed. If any insured equipment purchased with System Agency funds is lost, stolen, damaged or destroyed.
3. Notify the contract manager assigned to this Contract within 5 business days of learning of the loss, to obtain instructions whether to submit and pursue an insurance claim.
4. Use any insurance proceeds to repair the equipment or replace the equipment with comparable equipment or remit the insurance proceeds to System Agency.

k. **Travel**

The System Agency's travel policy will apply to all travel reimbursement if Grantee does not have a formal Travel Policy. If Grantee has a formal Travel Policy, Grantee shall:

1. Submit Grantee's formal travel policy to be approved by the assigned contract manager.
2. Ensure travel policy specifies reimbursement limits for meals, lodging, and the mileage rate.
3. Ensure all travel costs are reasonable and necessary.
4. Ensure all out-of-state travel is approved by the assigned contract manager prior to travel.
5. Submit all out-of-state travel requests to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us, at least, thirty (30) days prior to travel.

l. **Management and Control Systems**

Grantee will:

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1. Maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met during the term of the contract through the completion of the closeout procedures.
2. Develop, implement, and maintain financial management and control systems that meet or exceed the requirements of Uniform Statewide Accounting System (UGMS). Those requirements and procedures include, at a minimum, the following:
   i. Financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs;
   ii. Financial management systems that include accurate accounting records that are accessible and identify the source and application of funds provided under each Contract of this Contract, and original source documentation substantiating that costs are specifically and solely allocable to a Contract and its Contract and are traceable from the transaction to the general ledger;
   iii. Effective internal and budgetary controls;
   iv. Comparison of actual costs to budget; determination of reasonableness, allowableness, and allocability of costs;
   v. Timely and appropriate audits and resolution of any findings;
   vi. Billing and collection policies; and
   vii. Mechanism capable of billing and making reasonable efforts to collect from clients and third parties.

m. **Property Acquisitions**

System Agency funds must not be used to purchase buildings or real property. Any costs related to the initial acquisition of the buildings or real property are not allowable.

n. **Condition Precedent to Requesting Payment**

Grantee will disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting cash payments including any advance payments from the System Agency.

o. **Overtime Compensation.**

1. Except as provided in this section, Grantee will be responsible for any obligations of premium overtime pay due employees. Premium overtime pay is defined as any compensation paid to an individual in addition to the employee's normal rate of pay for hours worked in excess of normal working hours.
2. Funds provided under this Contract may be used to pay the premium portion of overtime only under the following conditions:
   i. With the prior written approval of System Agency;
   ii. Temporarily, in the case of an emergency or an occasional operational bottleneck;
   iii. When employees are performing indirect functions, such as administration, maintenance, or accounting;
   iv. In performance of tests, laboratory procedures, or similar operations that are

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continuous in nature and cannot reasonably be interrupted or otherwise completed; or

v. When lower overall cost to System Agency will result.

p. **Fidelity Bond**

For the benefit of System Agency, Grantee is required to carry a fidelity bond or insurance coverage equal to the amount of funding provided under this Contract up to $100,000 that covers each employee of Grantee handling funds under this Contract, including person(s) authorizing payment of such funds.

1. The fidelity bond or insurance must provide for indemnification of losses occasioned by any fraudulent or dishonest act or acts committed by any of Grantee's employees, either individually or in concert with others, and/or failure of Grantee or any of its employees to perform faithfully his/her duties or to account properly for all monies and property received by virtue of his/her position or employment. The bond or insurance acquired under this section must include coverage for third party property.
2. Grantee will notify, and obtain prior approval from, the System Agency Contract Oversight and Support Section before settling a claim on the fidelity bond or insurance.

q. **Liability Coverage.**

For the benefit of System Agency, Grantee will at all times maintain liability insurance coverage, referred to in Tex. Gov. Code § 2261.102, as "director and officer liability coverage" or similar coverage for all persons in management or governing positions within Grantee's organization or with management or governing authority over Grantee's organization (collectively "responsible persons").

Grantee will:

1. maintain copies of liability policies on site for inspection by System Agency and will submit copies of policies to System Agency upon request.
2. maintain liability insurance coverage in an amount not less than the total value of this Contract and that is sufficient to protect the interests of System Agency in the event an actionable act or omission by a responsible person damages System Agency's interests.
3. notify, and obtain prior approval from, the System Agency Contract Oversight and Support Section before settling a claim on the insurance.

r. **Quality Management.**

Grantee shall:

1. Comply with quality management requirements as directed by the System Agency.
2. Develop and implement a Quality Management Plan (QMP) that conforms with 25 TAC § 448.504 and make the QMP available to System Agency upon request. The QMP must be developed no later than the end of the first quarter of the Contract term.

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3. Update and revise the QMP each biennium or sooner, if necessary. Grantee's governing body will review and approve the initial QMP, within the first quarter of the Contract term, and each updated and revised QMP thereafter. The QMP must describe Grantee's methods to measure, assess, and improve -
   i. Implementation of evidence-based practices, programs and research-based approaches to service delivery;
   ii. Client/participant satisfaction with the services provided by Grantee;
   iii. Service capacity and access to services;
   iv. Client/participant continuum of care; and
   v. Accuracy of data reported to the state.
4. Participate in continuous quality improvement (CQI) activities as defined and scheduled by the state including, but not limited to data verification, performing self-reviews; submitting self-review results and supporting documentation for the state's desk reviews; and participating in the state's onsite or desk reviews.
5. Submit plan of improvement or corrective action plan and supporting documentation as requested by System Agency.
6. Participate in and actively pursue CQI activities that support performance and outcomes improvement.
7. Respond to consultation recommendations by System Agency, which may include, but are not limited to the following:
   i. Staff training;
   ii. Self-monitoring activities guided by System Agency, including use of quality management tools to self-identify compliance issues; and
   iii. Monitoring of performance reports in the System Agency electronic clinical management system.

s. **Abuse, Neglect, Exploitation.**

Grantee shall:

1. Take all steps necessary, to protect the health, safety and welfare of its clients and participants.
2. Develop and implement written policies and procedures for abuse, neglect and exploitation.
3. Notify appropriate authorities of any allegations of abuse, neglect, or exploitation as required by 25 TAC § 448.703.

t. **Persons on Probation or Parole.**

Grantee will:

1. Develop and implement written policies and procedures that address the delivery of services by employees, subcontractors, or volunteers on probation or parole.
2. Notify the contract manager assigned to the Contract immediately of any of its employees, volunteers or subcontractors who are on parole or probation if the employee, volunteer, or subcontractor provides or will provide direct client or participant services or who has or may have direct contact with clients or participants.
3. Maintain copies of all notices required under this section for System Agency

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review.

u. **Personnel Requirements and Documentation.**

Grantee shall:

1. Maintain current personnel documentation on each employee. All documents must be factual and accurate. Health-related information must be stored separately with restricted access as appropriate under Tex. Gov. Code §552.102. Training records may be stored separately from the main personnel file but must be easily accessible upon request. Required documentation includes the following, as applicable:
   i. A copy of the current job description signed by the employee;
   ii. Application or resume with documentation of required qualifications and verification of required credentials;
   iii. Verification of work experience;
   iv. Annual performance evaluations;
   v. Personnel data that includes date hired, rate of pay, and documentation of all pay increases and bonuses;
   vi. Documentation of appropriate screening and/or background checks, to include probation or parole documentation;
   vii. Signed documentation of initial and other required training; and
   viii. Records of any disciplinary actions.
2. Document authentication must include signature, credentials when applicable, and date. If the document relates to past activity, the date of the activity must also be recorded. Documentation must be permanent and legible. When it is necessary to correct a required document, the error must be marked through with a single line, dated, and initialed by the writer.

5.16 Clinical Management for Behavioral Health Services (CMBHS) System

The CMBHS is the official record of documentation by System Agency.
Grantee shall:

1. Request access to CMBHS via the CMBHS Helpline at (866) 806-7806.
2. Use the CMBHS time frames specified by System Agency.
3. Use System Agency-specified functionality of the CMBHS in its entirety.
4. Submit all bills and reports to System Agency through the CMBHS, unless otherwise instructed.

a. **Resources**

Grantee shall ensure that Grantee's employees have appropriate Internet access and an adequate number of computers of sufficient capabilities to use the CMBHS. Equipment purchased with System Agency funds must be inventoried, maintained in working order, and secured.

b. **Security Administrator and Authorized Users**

Grantee shall:

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1. Designate a Security Administrator and a back-up Security Administrator. The Security Administrator is required to implement and maintain a system for management of user accounts/user roles to ensure that all the CMBHS user accounts are current.
2. Have a security policy that ensures adequate system security and protection of confidential information.
3. Notify the CMBHS Help-desk within ten (10) business days of any change to the designated Security Administrator or the back-up Security Administrator.

Grantee will:

i. Ensure that access to CMBHS is restricted to only currently authorized users.
ii. Within 24 hours, remove access to users who are no longer authorized to have access to secure data in CMBHS.
iii. Maintain the CMBHS Authorized Users List which includes former and current Grantee's employees, contracted labor, subcontractors or any other users authorized to have access to secure data in CMBHS. The CMBHS Authorized Users List shall document whose authority has been added and terminated; and the date the authority was added and terminated.

4. Submit the CMBHS Security Attestation Form and the CMBHS Authorized Users List as stated in Attachment A, to the following e-mail address: SubstanceAbuse.Contracts@hhsc.state.tx.us.
5. Continually maintain the current CMBHS Authorized Users List on file and make available to System Agency upon request within five business days.
6. Immediately block access to CMBHS of any person who should no longer have access to CMBHS, due to severance of employment with Grantee or otherwise,
   i. immediately modify access when there is a change in a user's job responsibilities that affects the user's need for access to CMBHS,
   ii. update records on a daily basis to reflect any changes in account status.

c. **Security Violations and Accounts Updates.**
Grantee will adhere to the Confidentiality Article requirements and HHS Data Usage Agreement of this contract and immediately contact System Agency if a security violation is detected, or if Grantee has any reason to suspect that the security or integrity of the CMBHS data has been or may be compromised in any way.

d. **Electronic Transfer of Information.**
Grantee will establish and maintain adequate internal controls, security, and oversight for the approval and electronic transfer of information regarding payments and reporting requirements. Grantee certifies that the electronic payment requests and reports transmitted will contain true, accurate, and complete information.

e. **Access.**
System Agency reserves the right to limit or deny access, to the CMBHS by Grantee, at any time for any reason deemed appropriate by System Agency. Grantee access to CMBHS will be placed in inactive status when theGrantee ceases to have an executed contract with System Agency Mental Health and Substance Abuse Division.

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f. **Customer Support and Training.**
System Agency will provide support for the CMBHS, including problem tracking and problem resolution. System Agency will provide telephone numbers for Grantees to obtain access to expert assistance for CMBHS-related problem resolution. System Agency will provide initial CMBHS training. Grantee shall provide subsequent ongoing end-user training.

5.17 HIV/AIDS Model Workplace Guidelines
Grantee shall:

a. Implement the System Agency's policies based on the Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS), AIDS Model Workplace Guidelines for Businesses at http://www.dshs.state.tx.us/hivstd/policy/policies.shtm, State Agencies and State Grantees Policy No. 090.021.

b. Educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Texas. Health & Safety Code §§ 85.112-114.

5.18 Medicaid Enrollment

Treatment Grantees shall enroll as a provider with Texas Medicaid and Healthcare Partnership (TMHP) and all Medicaid Managed Care organizations in Grantee's service region within the first quarter of this procurement term and maintain through the procurement term.

5.19 Billing for Treatment and Payment Restrictions
Grantees shall:

a. Bill for only one intensity of service and service type (either outpatient or residential) per client per day

b. Not bill for an intensity of service and service type if another System Agency-funded Treatment Grantee is providing and billing System Agency for another intensity of service and service type.

c. The following are the exceptions to Item (b):
A client may receive the following services at the same time the client receives SUD outpatient or residential treatment services:
a. Co-occurring psychiatric / substance use disorder services,
b. Ambulatory detoxification, or
c. Opioid substitution therapy services.

d. If two Grantees provide services to the same client under this exception, the Grantees must coordinate services and both Grantees must document the service coordination in CMBHS.

5.20 Persons on Probation or Parole.
Grantee shall;

a. Develop and implement written policies and procedures that address the delivery of

services by employees, subcontractors, or volunteers on probation or parole.

b. Submit to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us, notice of any of its employees, volunteers or subcontractors who are on parole or probation if the employee, volunteer, or subcontractor provides or will provide direct client or participant services or who has or may have direct contact with clients or participants.

c. Maintain copies of all notices required under this section for System Agency review.

d. Ensure that any person who is on probation or parole is prohibited from performing direct client/participant services or from having direct contact with clients or participants until authorized by System Agency.

5.21 Substance Abuse Block Grant (SABG) Requirements

Grantee will comply with the requirements of the SABG, including the restrictions on expenditure of grant funds, stated in 45 CFR § 96.135 and the Notice of Grant Award:

The State shall not expend the Block Grant on the following activities:

a. To provide inpatient hospital services, except as provided in paragraph (c) of this section;

b. To make cash payments to intended recipients of health services;

c. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;

d. To satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds;

e. To provide financial assistance to any entity other than a public or nonprofit private entity; or

f. To provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for AIDS.

5.22 Match and Program Income

Grantee shall:

a. Contribute match that is, at minimum, the percentage, stated on Attachment B, of Total System Agency Share unless otherwise stated on Attachment B.

b. Report match on each Financial Status Report (FSR) or Quarterly Match Report, including description, source, and dollar amount in the FSR comment section for the non-System Agency funding and in-kind contributions for the program or as directed by System Agency.

c. Adhere to the Program Income requirements in Uniform Grants Management Standards (UGMS).

d. Not use program income as match without prior approval of the contract manager assigned to the Contract.

e. If the match ratio requirement is not met by the beginning of the last three months of

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the term of the Contract, System Agency may withhold or reduce payments to satisfy match insufficiency or demand a refund of the amount of the match insufficiency.

5.23 Contract Reconciliation

Grantee, within 45 calendar days after the end of each fiscal term year, will submit to the System Agency email box, SubstanceAbuse.Contracts@hhsc.state.tx.us, financial and reconciliation reports required by System Agency in forms as determined by System Agency.

5.24 Breach of Contract and Liquidated Damages

a. Contract Monitoring.

System Agency:

1. will monitor Grantee for programmatic and financial compliance with this Contract and;
2. may impose liquidated damages for any breach of this Contract.
3. at its discretion, may place Grantee on accelerated monitoring, which entails more frequent or more extensive monitoring than ordinarily conducted by System Agency.
4. may allow the Grantee the opportunity to correct identified deficiencies prior to imposing actions stated in this section.

***b.* Liquidated Damages.**

Grantee agrees that noncompliance with the requirements specified in the Contract causes damages to System Agency that are difficult to ascertain and quantify. Grantee further agrees that System Agency may impose liquidated damages each month for so long as the noncompliance continues. Failure to comply with any of the Contract requirements, System Agency may impose liquidated damages of:

1. $500 for the first occurrence of noncompliance during a fiscal year;
2. $750 for the second occurrence of noncompliance with the same requirement during the same fiscal year; and
3. $1,000 for the third and subsequent occurrence(s) of noncompliance with the same requirement during the same fiscal year.

***c.* Grantee Repayment.**

System Agency may withhold payments to Grantee to satisfy any recoupment or liquidated damage imposed by System Agency under this Article. System Agency may take repayment from funds available under this Contract, active or expired, or any subsequent renewal, in amounts necessary to fulfill Grantee's repayment obligations.

***d.* Notice of Liquidated Damages.**

System Agency will formally notify Grantee in writing when liquidated damages action is imposed, stating the nature of the action, the reasons for imposing, and the method of appealing. Grantee must submit a written appeal, within 10 calendar days of receipt of the notice, to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us.

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A submitted appeal must;

1. include documented proof that Grantee submitted the information by the due date or received an exemption from the assigned contract manager.
2. demonstrate the findings on which the Liquidated Damage is based are either invalid or do not warrant the action(s).

If System Agency determines the liquidated damage is warranted, System Agency's decision is final and the remedy or sanction shall be imposed.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which HHSC relies when reporting information to the federal government required under federal law. If HHSC later determines that the Contractor knowingly rendered an erroneous certification, HHSC may pursue all available remedies in accordance with Texas and U.S. laws. Signor further agrees that it will provide immediate written notice to HHSC if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to HHSC detailing which of the below statements it cannot certify and why.***

Legal Name of Contractor:	**FFATA Contact # 1 Name, Email and Phone Number:**
City of Lubbock	Linda Cuellar LCuellar@mylubbock.us 806-775-3253
Primary Address of Contractor:	**FFATA Contact #2 Name, Email and Phone Number:**
1314 Ave K	
ZIP Code: 9-digits Required www.usps.com	**Primary DUNS Number: 9-digits Required** http://www.dnb.com/us/
79401-3830	058213893
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits	
00017560005906	

Printed Name of Authorized Representative	**Signature of Authorized Representative**
Daniel Pope	DocuSigned by: Daniel Pope 3F037B63455540F
Title of Authorized Representative	**Date**
Mayor	August 23, 2021

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FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year? ☐ Yes ☒ No

If your answer is "Yes," skip questions "A," "B," and "C" and finish the certification.
If your answer is "No," answer questions "A" and "B."

A. Certification Regarding Percent (%) of Annual Gross from Federal Awards.
Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☐ Yes ☒ No

B. Certification Regarding Amount of Annual Gross from Federal Awards.
Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☒ Yes ☐ No

If your answer is "Yes" to both question "A" and "B," you must answer question "C."
If your answer is "No" to either question "A" or "B," skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.
Does the public have access to information about the highly compensated officers/senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) 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? ☐ Yes ☐ No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

Provide compensation information here:

DocuSign

Certificate Of Completion

Envelope Id: 1D1EC09BA3AF4B6D8A5414CB34153271
Status: Completed
Subject: Amending 7,320,072.00; HHS000779500002; City of Lubbock TRA A-1; HHSC/MSS-IDD-SUDCMU
Source Envelope:
Document Pages: 52
Certificate Pages: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 3
Initials: 0

Envelope Originator:
Texas Health and Human Services Commission
1100 W. 49th St.
Austin, TX 78756
PCS_DocuSign@hhsc.state.tx.us
IP Address: 167.137.1.18

Record Tracking

Status: Original
8/16/2021 10:48:13 AM

Holder: Texas Health and Human Services Commission
PCS_DocuSign@hhsc.state.tx.us

Location: DocuSign

Signer Events	Signature	Timestamp
Daniel Pope dpope@mylubbock.us Mayor City of Lubbock Security Level: Email, Account Authentication (None)	DocuSigned by: Daniel Pope 3F037B631555430F Signature Adoption: Pre-selected Style Using IP Address: 208.84.91.41	Sent: 8/16/2021 11:04:50 AM Resent: 8/23/2021 10:52:33 AM Viewed: 8/23/2021 2:48:10 PM Signed: 8/23/2021 2:51:12 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sonja Gaines Sonja.Gaines@hhsc.state.tx.us Assoc. Commissioner IDD/BH Texas Health and Human Services Commission Security Level: Email, Account Authentication (None)	DocuSigned by: Sonja Gaines CDB9FD232D2A415... Signature Adoption: Drawn on Device Using IP Address: 107.128.181.217	Sent: 8/23/2021 2:51:15 PM Viewed: 8/23/2021 2:55:22 PM Signed: 8/23/2021 2:55:28 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Jennifer Silva Jennifer.Silva01@hhs.texas.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 8/16/2021 11:04:50 AM Viewed: 8/23/2021 10:17:10 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
SA Mailbox SubstanceAbuse.Contracts@hhsc.state.tx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/16/2021 11:04:50 AM
Bryan Hunter Bryan.Hunter@hhs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/16/2021 11:04:49 AM Viewed: 8/23/2021 3:02:19 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/16/2021 11:04:50 AM
Certified Delivered	Security Checked	8/23/2021 2:55:22 PM
Signing Complete	Security Checked	8/23/2021 2:55:28 PM
Completed	Security Checked	8/23/2021 2:55:28 PM

Payment Events	Status	Timestamps

CITY OF LUBBOCK

ATTEST:

By: _____
DANIEL M. POPE, Mayor

ATTEST:

By: _____
REBECCA GARZA, City Secretary

APPROVED AS TO CONTENT:

By: _____
KATHERINE WELLS, Director of Public Health

APPROVED AS TO FORM:

By: _____
RYAN BROOKE, Assistant City Attorney

Regular City Council Meeting **7. 36.**

Meeting Date: 09/14/2021

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution ratifying the acts of the Mayor in executing Amendment No. 1 to Contract HHS000790500005 and all related documents, by and between the City of Lubbock and the Texas Health and Human Services Commission, under the Substance Use Disorder Treatment Program, to provide funding to support treatment services for co-occurring psychiatric and substance use disorders.

Item Summary

This contract provides funding from the Texas Health and Human Services Commission to facilitate substance use treatment services for co-occuring psychiatric and substance use disorders (COPSD) in the Lubbock area. This is to include residential, intensive outpatient, and other services as needed.

This grant will fund the provision of treatment services for COPSD in the Lubbock area, as well as case management to help improve treatment outcomes.

Fiscal Impact

This is an existing contract that will add funds for three additional years from September 1, 2021, through August 31, 2024. The total grant is $239,100.
FY 2022, September 1, 2021, through August 31, 2022: $79,700
FY 2023, September 1, 2022, through August 31, 2023: $79,700
FY 2024, September 1, 2023, through August 21, 2024: $79,700

Staff/Board Recommending

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

Attachments

Resolution (c) - HHS000779500005
HHS000779500005 - COPSD Grant (f)

RESOLUTION

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

THAT the acts of the Mayor of the City of Lubbock in executing, on behalf of the City of Lubbock, Amendment No. 1 to the Health and Human Services Commission (HHSC) Contract No. HHS000779500005, to provide adjunct services to clients with Co-Occurring Psychiatric and Substance Use Disorders, by and between the City of Lubbock and the State of Texas acting by and through HHSC, and related documents are hereby ratified in full. 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:

_____
Ryan Brooke, Assistant City Attorney

RES.HHSC Contract No. HHS000779500005 Amendment No.1 Ratification
9.9.21

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HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS000779500005
AMENDMENT NO. 1

THE HEALTH AND HUMAN SERVICES COMMISSION ("System Agency") and **CITY OF LUBBOCK** ("Grantee"), collectively the "Parties" to that certain Co-Occurring Psychiatric and Substance Use Disorders ("COPSD") Contract, effective August 1, 2020, and denominated HHSC Contract No. **HHS000779500005** (the "Contract"), now desire to amend the Contract.

WHEREAS, the Parties want to amend the Contract to allow for successful completion of the Project; and extend the term of the existing Contract through August 31, 2024;

WHEREAS, the Parties desire to revise Attachments to the existing Contract;

and

WHEREAS, the Parties desire to add System Agency-allocated funds to the Contract in the amount of **$79,700.00** per fiscal year from Fiscal Year 2022 through Fiscal Year 2024.

NOW, THEREFORE, the Parties hereby amend and modify the Contract as follow

1. **SECTION III** of the Contract, titled "**DURATION**," is hereby amended to reflect a revised termination date of **August 31, 2024**.

2. **ATTACHMENT A - STATEMENT OF WORK**, is hereby deleted and replaced in its entirety with **ATTACHMENT A-2: REVISED STATEMENT OF WORK (REVISED APRIL 2021)**.

3. **ATTACHMENT B - PROGRAM SERVICES & UNIT RATES** is hereby deleted and replaced in its entirety with **ATTACHMENT B-1: PROGRAM SERVICES & UNIT RATES (REVISED APRIL 2021)**.

4. **ATTACHMENT E – SPECIAL CONDITIONS, VERSION 1.2**, is hereby replaced in its entirety with **ATTACHMENT E-1 – SPECIAL CONDITIONS, VERSION 1.3 (REVISED APRIL 2021)**.

5. **ARTICLE IV** of the Contract, titled "**BUDGET**," is hereby amended to add state-allotted funding of **$79,700.00** per fiscal year from Fiscal Year 2022 through Fiscal Year 2024, resulting in a new annual funding amount of **$239,100.00 (TWO HUNDRED THIRTY NINE THOUSAND ONE HUNDRED DOLLARS)** as follows:

   a. The System Agency-allocated share by State Fiscal Year is as follows:
      i. FY 2022, September 1, 2021 through August 31, 2022: $79,700.00

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ii. FY 2023, September 1, 2022 through August 31, 2023: $79,700.00
iii. FY 2024, September 1, 2023 through August 31, 2024: $79,700.00

Total Contract Value of System Agency allocated funds will not exceed **$239,100.00 (TWO HUNDRED THIRTY NINE THOUSAND ONE HUNDRED DOLLARS)**.

b. The required match for Fiscal Year 2022 through Fiscal Year 2024 is **$3,985.00 (Three Thousand Nine Hundred Eighty-Five Dollars)** per fiscal year.

c. The not-to-exceed Total Contract Value, including applicable match, is **$251,055.00 (TWO HUNDRED FIFTY ONE THOUSAND FIFTY FIVE DOLLARS)**.

6. This Amendment shall be effective as of September 1, 2021, but only if both Parties have signed below by that date.

7. Except as modified by this Amendment, all terms and conditions of the Contract shall remain in full force and effect.

8. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS.

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SIGNATURE PAGE FOR AMENDMENT NO. 1
HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS000779500005

HEALTH AND HUMAN SERVICES COMMISSION

_____

CITY OF LUBBOCK

DocuSigned by:
Daniel Pope
3F037B631555940F...

Daniel Pope

Mayor

Date of Signature: _____

Date of Signature: September 8, 2021

THE FOLLOWING ATTACHMENTS ARE ATTACHED AND THEIR TERMS ARE HEREBY INCORPORATED AS PART OF THE CONTRACT:

ATTACHMENT A-2: REVISED STATEMENT OF WORK (REVISED APRIL 2021);
ATTACHMENT B-1: PROGRAM SERVICES & UNIT RATES (REVISED APRIL 2021); AND
ATTACHMENT E-1: SPECIAL CONDITIONS, VERSION 1.3 (REVISED APRIL 2021).

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ATTACHMENT A-2:
REVISED STATEMENT OF WORK (Revised April 2021)
CO-OCCURRING PSYCHIATRIC AND SUBSTANCE USE DISORDERS

SECTION I: PURPOSE

To provide adjunct services to clients with Co-Occurring Psychiatric and Substance Use Disorders (COPSD), emphasizing integrated treatment for both mental health needs and substance use disorders.

TARGET POPULATION

Texas residents who meet *Client Eligibility* criteria for System Agency-funded services as stated in the Substance Use Disorder (SUD) Program Guide at https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services- providers/substance-use-disorder-service-providers

SECTION II: SERVICE REQUIREMENTS:

Grantee shall:

A. Administrative Requirements

1. Comply with all applicable Texas Administrative Code (TAC) rules adopted by the System Agency related to SUD treatment.
2. Document all specified required activities and services in the Clinical Management of Behavioral Health Services (CMBHS) system. Documents that require client or staff signature shall be maintained according to TAC requirements and made available to System Agency for review upon request.
3. Provide age-appropriate medical and psychological therapeutic services designed to treat an individual's substance use disorder and promote recovery.
4. In addition to TAC and SUD Program Guide required Policies and Procedures, Grantee shall develop and implement organizational policies and procedures for the following:
    i. A marketing plan to engage local referral sources and provide information to these sources regarding the availability of substance use disorder treatment, mental health services, and the Client Eligibility criteria for admissions;
    ii. All marketing materials published shall include Priority Populations for Treatment Programs admissions;
    iii. Client Retention in services, including protocols for addressing clients absent from treatment and policies defining treatment non-compliance; and
    iv. All policies and procedures shall be provided to System Agency upon request.
5. Grantee may provide services in Grantee's facility, at the client's home, or other locations where confidentiality can be maintained.

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6. Grantee shall ensure that COPSD services are provided in addition to, and not as a replacement for other services.
7. Grantee's COPSD specialist-to-client ratios shall not exceed 1:20. 8. Grantee shall bill only hours that Grantee's COPSD specialist spends in face-to-face, one-on-one counseling or case management sessions with a client and shall not bill for more than three hours per day, per client.
9. Actively attend and share representative knowledge about Grantee's system and services at the Outreach, Screening, Assessment, and Referrals (OSAR) quarterly regional collaborative meetings.
10. Ensure compliance with *Client Eligibility* requirements to include: Texas residence eligibility, financial eligibility and clinical eligibility as specified in SUD Program Guide. These eligibility requirements can be found in CMBHS while performing the Intake, Financial Eligibility form, and Substance Use Disorder Assessment.
11. Grantee will develop a local agreement with Department of Family and Protective Services (DFPS) local offices to address referral process, coordination of services, and sharing of information as allowed per the consent and agreement form.
12. Adhere to Memorandum of Understanding requirements as stated in the SUD Program Guide.
13. In addition, when there are multiple System Agency-funded COPSD Grantees in the same Region, Grantee shall maintain MOUs with the other COPSD Grantees to ensure that COPSD services are available to all clients of System Agency-funded mental health and SUD treatment providers.

B. Service Delivery

Grantee shall:

1. Ensure that services to adult and youth clients, as defined as the SUD Program Guide, are age-appropriate and are provided by staff within their scope of practice.
2. Provide all services in a culturally, linguistically, and developmentally appropriate manner for clients, families, and/or significant others.
3. Develop a policy and procedure and have them available for System Agency review on staff training to ensure that information is gathered from clients in a respectful, non-threatening, and culturally competent manner.
4. Adhere to TAC§ 448.906 related to Access to Services for COPSD Clients.
5. Conduct and document a full substance use disorder and mental health assessment (separate or integrated) within three individual service days of admission to services unless completed prior to admission. If the assessment identifies a potential mental health or substance use disorder problem, Grantee shall offer the client appropriate mental health and/or substance use disorder services either internally or through referral. Mental health services shall be provided by a facility or qualified person authorized to provide such services.
6. Document in CMBHS on the client's treatment plan both mental health problems and SUD problems with a goal, objectives and strategies documented for each problem.
7. Adhere to TAC related to Treatment Planning of Services to Clients with COPSD.

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8. Document in CMBHS the treatment plan within five (5) service days of admission.
9. At a minimum, Grantee shall conduct a treatment plan review every three months.
10. Provide and document in CMBHS services that assist in client stabilization, including Motivational Interviewing, referrals, case management and other counseling as indicated by the treatment plan based on the clinical assessment.
11. Address both psychiatric and substance use disorders simultaneously and assist clients in obtaining available services they need and choose, including self-help groups. Services shall be provided within established practice guidelines for this population.
12. Provide individual counseling and case management as indicated below:
    i. Individual Counseling comprises counseling methods from qualified staff that assist clients in processing feelings in the area of gaining access to and remaining engaged in substance use disorder or mental health services or obtaining access to both.
    ii. Case Management comprises services that assist and support the client in developing skills to gain access to needed medical, social, educational, and other services essential to meeting basic human needs.
13. Provide a minimum of one hour per week of documented service in CMBHS to each client.
14. In those instances where the client is receiving multiple services from various other providers in the community, Grantee shall make reasonable efforts to collaborate with these providers to avoid duplication of services specifically from the mental health and substance use disorder fields.
15. Adhere to TAC 448.701, regarding Client Rights including Client Bill of Rights, Client Grievances, and Abuse, Neglect, and Exploitation.
16. Provide overdose prevention and reversal education to all clients.
17. Specific overdose prevention activities shall be conducted with clients with opioid use disorders and those clients that use drugs intravenously. Grantee will directly provide or refer to community support services for overdose prevention and reversal education to all identified at risk clients prior to discharge. Grantee will document all overdose prevention and reversal education in CMBHS.
18. Ensure access to adequate and appropriate medical and psychosocial tobacco cessation treatment as follow:
    i. Assess all clients for tobacco use and clients seeking to cut back or quit.
    ii. If the client indicates wanting assistance with cutting back or quitting, the client will be referred to appropriate tobacco cessation treatment.
19. Document the client-specific information that supports the reason for discharge listed on the discharge report. A Qualified Credentialed Counselor (QCC) shall sign the discharge summary. A client's treatment is considered successfully completed, if both of the following criteria are met:
    i. Client has completed the clinically recommended number of treatment units (either initially projected or modified with clinical justification) as indicated in CMBHS.
    ii. All problems on the treatment plan have been addressed. Grantee shall use the Treatment Plan component of CMBHS to create a final and completed treatment plan version.
        (1) Problems designated as "treat" or "case manage" status shall have all objectives resolved prior to successful discharge.

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(2) Problems that have been "referred" shall have associated documented referrals in CMBHS.
(3) Problems with "deferred" status shall be re-assessed. Upon successful discharge, all deferred problems shall be resolved, either through referral, withdrawal, treatment, or case management with clinical justification reflected in CMBHS, through the Progress Note and Treatment Plan Review Components.
(4) "Withdrawn" problems shall have clinical justification reflected in CMBHS, through the Progress Note and Treatment Plan Review Components.

20. Document in CMBHS a Referral and Referral Follow-up.
21. Grantee shall report the Daily Capacity Management Report Monday through Friday in (CMBHS) by 11:00 a.m. Central Time. For example: Monday's daily attendance may be reported on Tuesday and Friday's attendance may be reported on the following Monday.
22. Grantee will adhere to Wait List requirements found in the SUD Program Guide. The Waiting List is for individuals who cannot enter services within one week of request.
    i. Upon determining the appropriate level of care, Grantee will make a waiting list entry in CMBHS that details the service type the individual is waiting for and the priority population designation of the individual.
    ii. Arrange for appropriate services in another treatment facility or provide access to interim services as indicated within 48 hours when efforts to refer to other appropriate services are exhausted.
    iii. Have a written policy on waiting list management that defines why and how individuals are removed from the waiting list for any purpose other than admission to treatment.
    iv. Ensure eligible individuals who cannot be admitted within one week of requesting services must be placed on the CMBHS waiting list.
    v. Upon admission, treatment Contractor will close the waiting list entry, indicating the date of admission as the waiting list end date.
    vi. Ensure, either directly or through referral, that individuals waiting for admission receive interim services as required by SAMHSA Block Grant requirements.
    vii. Document weekly contact with all individuals on its waiting list
    viii. Notify Substance Use Disorder (Substance_Use_Disorder@hhs.texas.gov) or System Agency Program Specialist for assistance to ensure immediate admission to priority populations other appropriate services and proper coordination when appropriate.

SECTION III: STAFF COMPETENCY AND REQUIREMENTS

Grantee shall ensure the following:

1. All personnel shall receive the training and supervision necessary to ensure compliance with System Agency rules, provision of appropriate and individualized treatment, and protection of client rights, health, safety, and welfare.
2. All COPSD staff shall have at minimum two hours of training annually on working

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with persons in the target population.

3. Adhere to TAC related to Specialty Competencies of Staff Providing Services to Clients with COPSD.
4. Ensure that all COPSD staff have access to additional training annually that allows staff to maintain up-to-date competencies through governing or supervisory boards for the respective disciplines. Additional training can be found at National Association for Alcoholism and Drug Abuse Counselors (NAADAC) website. https://www.naadac.org/education.
5. Ensure that all direct care staff receive a copy of the service requirements within this statement of work.
6. Individuals responsible for planning, directing, or supervising treatment services shall be QCCs.
7. Grantee shall have a clinical program director known as "Program Director" with at least two years of post- QCC licensure experience providing substance use disorder treatment. Substance use disorder counseling shall be provided by a QCC. All counselor interns shall work under the direct supervision of a QCC.
8. Within 90 days of hire and prior to providing service delivery, clinical staff shall have specific documented training in the following:
    i. Motivational Enhancement Therapy or motivational interviewing techniques;
    ii. Trauma Informed Care;
    iii. Cultural Competency;
    iv. State of Texas co-occurring psychiatric and substance use disorder (COPSD) training located at the following website www.centralizedtraining.com
9. Licensed Chemical Dependency Counselors shall recognize the limitations of the licensee's ability and shall not provide services outside the licensee's scope of practice or licensure or use techniques that exceed the person's license authorization or professional competence.
10. Individual counseling shall be provided by a Licensed Practitioner of the Healing Arts or a QCC. A QCC shall practice within their scope of practice. As outlined in the 25 TAC Chapter 140, Subchapter I §140.400.
11. Ensure that a Licensed Professional Counselor Intern (LPC-I), Licensed Marriage and Family Therapist Associate (LMFT-A) and Licensed Master Social Worker (LMSW) intending to obtain their LCSW (Licensed Clinical Social Worker) in the State of Texas, may provide a mental health diagnosis and COPSD mental health counseling as long as the following criteria is met:
    i. Confirmation that LPC-I, LMFT-A and LMSW are registered with each of the respective licensing boards with a board-approved supervisor and will ensure that LPC-I, LMFT-A and LMSW are under supervision when providing counseling under the Contract.
    ii. An LPC-I may provide individual COPSD counseling services. Refer to 22 TAC, Chapter 681, Subchapter B.
    iii. A LMSW may practice clinical social work in an agency employment setting under clinical supervision, under a board-approved supervision plan, or under contract with an agency when under a board-approved clinical supervision plan. The LMSW under a board supervision plan may provide individual COPSD counseling services under the Contract. Refer to 22 TAC, Chapter 781.
    iv. An LMFT-A may provide individual COPSD counseling services. Refer to

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22 TAC, §801.42.

12. Case Management shall be provided face-to-face and one-on-one by:
    i. An individual who has been credentialed by the LMHA as a QMHP; or,
    ii. An individual who:
        (1) has a bachelor's degree from an accredited college or university with a major in psychology, social work, medicine, nursing, rehabilitation, counseling, sociology, human growth and development, physician assistant, gerontology, special education, educational psychology, early childhood education, or early childhood intervention, or
        (2) is a registered nurse.
13. Grantee shall train COPSD staff responsible for providing direct services using Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocol (TIP) – Comprehensive Case Management to as a guideline. https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215
14. Grantee shall develop a post-training test and provide certificates of completion, both of which will confirm that COPSD staff demonstrate competency in the following areas:
    i. Knowledge of the location and types of local community resources;
    ii. Making referrals in the community in which the client resides;
    iii. Development of person-centered treatment plans;
    iv. Discharge planning;
    v. Documentation of service delivery; and
    vi. Ensuring services are culturally, linguistically, and developmentally appropriate.

SECTION IV: REPORTING AND SUBMISSION REQUIREMENTS

1. Grantee shall submit required reports of monitoring activities to System Agency by the applicable due date outlined below. The following reports must be submitted to System Agency through GlobalScape EFT (https://sftp.hhs.texas.gov/) or CMBHS by the required due date and report name described in Table 1: Submission Requirements:

i. Grantee shall submit all documents listed in Table 1 by the Due Date stated.
ii. Grantee will note that if the due date is on a weekend or holiday, the due date is the following business day.
iii. Grantee shall submit monthly clams in Clinical Management for Behavioral Health Services (CMBHS) by the 15th of the following month.
iv. Grantee shall submit annual Contract Closeout documentation each fiscal year with a final contract closeout due October 15 of the final contract year.
v. Grantee shall submit a CMBHS Security Attestation Form electronically on or before September 15th and March 15th to the designated folder in GlobalScape EFT.
vi. Grantee's duty to submit documents will survive the termination or expiration of this Contract.

2. System Agency will monitor Grantee's performance of the requirements in

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Attachment A and compliance with the Contract's terms and conditions.

Table 1: Submission Requirements

Requirement	Deliverable (Report Name)	Due Date	Submission System
Section IV	Claims in CMBHS	All claims must be entered monthly by the 15th of the following month.	CMBHS
Section IV	Closeout documents	Final closeout documents due October 15th each fiscal year.	GlobalScape
Section IV	CMBHS Security Attestation Form and list of authorized users	September 15th and March 15th annually	GlobalScape

SECTION V: CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (CMBHS) SYSTEM MINIMUM REQUIREMENTS

A. All CMBHS requirements for the COPSD program are detailed in Section V, *System of Record* of the Program Guide, which includes the following references:
   1. Security Administrator and backup Security Administrator
   2. Security Policy
   3. Notifications to CMBHS Help-desk
   4. CMBHS user access

B. In addition to CMBHS Helpdesk notification, Performing Agency shall submit a signed CMBHS Security Attestation Form and a list of Performing agency's employees, contracted laborers and subPerforming Agency's authorized to have access to secure data. The CMBHS Security Attestation Form shall be submitted electronically on or before the 15th day of September and March 15th, to the designated folder in Globalscape EFT.

C. Attend System Agency training on CMBHS documentation.

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ATTACHMENT B-1: PROGRAM SERVICES & UNIT RATES (Revised April 2021)

Grantee Name: City of Lubbock
Contract Number: HHS000779500005

A. Funding from The United States Health and Humans Services (HHS) and the Substance Abuse and Mental Health Services Administration (SAMHSA) fund the HHSC Substance Use Disorder project(s), which includes this Contract.

B. The Assisted Listing Number for the Substance Abuse Prevention and Treatment (SAPT) Block Grant, if any, are listed as part of the System Agency Share.
   1. The Assisted Listing Number for the Substance Abuse Prevention and Treatment (SAPT) Block Grant is 93.959
   2. State General Revenue

C. Funding
   1. System Agency Share total reimbursements will not exceed $239,100.00 for the period from September 1, 2021 through August 31, 2024, as further specified in Article IV, Budget, of the Contract.

   2. For each Fiscal Year noted in Section C, (3) (a-e), Grantee shall provide a five percent (5%) match requirement of $3,985.00.

   3. Total Contract Amounts, per fiscal year, is documented below:
      a. Fiscal Year 2022, September 1, 2021 through August 31, 2022: $83,685.00
      b. Fiscal Year 2023, September 1, 2022 through August 31, 2023: $83,685.00
      c. Fiscal Year 2024, September 1, 2023 through August 31, 2024: $83,685.00

D. Grantee will submit claims to the System Agency through the Clinical Management for Behavioral Health Services (CMBHS) system monthly.

E. Except as indicated by the CMBHS financial eligibility assessment, Grantee shall accept reimbursement or payment from the System Agency as payment in full for services or goods provided to clients or participants, and Grantee shall not seek additional reimbursement or payment for services or goods, to include benefits received from federal, state, or local sources, from clients or participants.

F. Grantee may request revisions to the approved distribution of funds budgeted in the

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Service Type/Capacity/Unit Rate Chart, by submitting a written request to the Assigned Contract Manager. This change is considered a minor administrative change and does not require an amendment. The System Agency shall provide written notification if the revision is approved; and the assigned Contract Manager will update CMBHS, as needed.

G. Any unexpended balance associated with any other System Agency Contract may not be applied to this System Agency Contract.

H. System Agency funded capacity is defined as the stated number of clients that will be concurrently served as determined by this Contract.

I. Clinic Numbers must be approved by the assigned Contract Manager before billing can occur. Clinic Change Request Form is located at: https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/substance-use-treatment-providers.

J. Service Types with no associated amount will be paid from the preceding Service Type with an associated Amount.

The following Service Types, Capacity, and Unit Rates are approved and shall be delivered through this Contract

SERVICE TYPE/CAPACITY/UNIT RATE CHART

Service Type	Number Served	Capacity	Unit Rate	Amount
Co-occurring Psychiatric & Substance Abuse Disorders (COPSD)	53	1	$66.98	$79,700.00
Co-occurring Psychiatric & Substance Abuse Disorders (COPSD) - Adult			$66.98	
Co-occurring Psychiatric & Substance Abuse Disorders (COPSD) - Youth			$66.98	

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ATTACHMENT E
SPECIAL CONDITIONS

TEXAS
Health and Human Services

Health and Human Services Commission
Special Conditions

Version 1.3

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ATTACHMENT E
SPECIAL CONDITIONS

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ATTACHMENT E
SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Grant, Version 2.16.1.

If any provision contained in this HHSC Special Conditions is in conflict with, or inconsistent with the HHSC Uniform Terms and Conditions (UTC), the provision contained in the UTCs shall prevail. If any provision contained in this HHSC Special Conditions is in conflict with, or inconsistent with the Substance Use Disorder Utilization Management Guidelines (UM), the provision contained in the UM shall prevail.

ARTICLE I - SPECIAL DEFINITIONS

"Conflict of Interest" means a set of facts or circumstances, a relationship, or other situation under which Grantee, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Grantee's, or Subcontractor's ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Grantee or Subcontractor an unfair competitive advantage in future HHSC procurements.

"Grantee Agents" means Grantee's representatives, employees, officers, as well as any contractor or subgrantee's employees, contractors, officers, principals and agents.

"Data Use Agreement" means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

"Item of Noncompliance" means Grantee's acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Project; (3) represent a failure of Grantee to be responsive to a request of HHSC relating to the Project under the Contract.

"Minor Administrative Change" refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 4.01 of these Special Conditions.

"Other Confidential System Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Grantee; or that Grantee may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Project, which is not designated as Confidential Information in a Data Use Agreement.

"State" means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

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"Software" means all operating system and applications software used or created by Grantee to perform the work under the Contract.

"Third Party Software" refers to software programs or plug-ins developed by companies or individuals other than Grantee which are used in performance of the Project. It does not include items which are ancillary to the performance of the Project, such as internal systems of Grantee which were deployed by Grantee prior to the Contract and not procured to perform the Project.

"UTC" means the HHSC Uniform Terms and Conditions – Grant, Version 2.16.1.

ARTICLE II - GRANTEES PERSONNEL AND SUBCONTRACTORS

2.01 Qualifications

Grantee agrees to maintain the organizational and administrative capacity and capabilities to carry out all duties and responsibilities under the Contract. Grantee Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Grantee remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

2.02 Conduct and Removal

While performing the Project, Grantee Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Grantee Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Grantee with notice and documentation regarding its concerns. Upon receipt of such notice, Grantee must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Grantee Agent from performing the Project.

Any person employed by Grantee shall, at the written request of HHSC, and within HHSC's sole discretion, be removed immediately by Grantee from work relating to the Contract.

2.03 Contracts with Subcontractors

a. Grantee may enter into contracts with subcontractors unless restricted or otherwise prohibited in the Contract.
b. Grantees are prohibited from subcontracting with for-profit organizations under this Contract.
c. Prior to entering into a subcontract agreement equaling or exceeding $100,000, Grantee will

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obtain written approval from the System Agency.

d. Grantee will obtain written approval from System Agency before modifying any subcontract agreement to cause the agreement to exceed $100,000.
e. Grantee will establish written policies and procedures for competitive procurement and monitoring of subcontracts and will develop a subcontracting monitoring plan.
f. Grantee shall monitor subcontractors for both financial and programmatic performance and will maintain pertinent records.
g. Grantee shall submit quarterly monitoring reports to the System Agency in a format determined by the System Agency.
h. Grantee shall ensure that subcontracts are fully aware of the requirements placed upon them by state/federal statutes, rules, and regulations and by the provisions of this Contract.
i. Grantee shall ensure all subcontracts, must be in writing and include the following:
    1. Name and address of all parties and the subcontractor's Vendor Identification Number (VIN) or Employee Identification Number (EIN);
    2. Detailed description of the services to be provided;
    3. Measurable method and rate of payment and total not-to-exceed amount of the contract;
    4. Clearly defined and executable termination clause; and
    5. Beginning and ending dates that coincide with the dates of the Contract.
j. Grantee shall ensure and be responsible for the performance of the subcontractor(s).
k. Grantee shall not contract with a subcontractor, at any tier, that is debarred, suspended, or excluded from or ineligible for participation in federal assistance programs or if the subcontractor would be otherwise ineligible to abide by the terms of this Contract.

2.04 Status of Subcontractors

Grantees will require that all subcontractors certify that they are/have:

a. In good standing with all state and federal funding and regulatory agencies;
b. Not currently debarred, suspended or otherwise excluded from participation in federal grant programs;
c. Not delinquent on any repayment agreements;
d. Not had a required license or certification revoked;
e. Not ineligible under the terms of the Contract; and
f. Not had a System Agency contract terminated for cause.

2.05 Incorporation of Terms in Subcontracts

a. Grantee will include in all its contracts with subrecipient subcontractors and solicitations for subrecipient subcontracts, without modification (except as required to make applicable to the subcontract):
    1. Statement of Work
    2. Uniform Terms and Conditions
    3. Special Conditions
    4. Federal Assurances and Certifications
    5. Non-Exclusive List of Applicable Laws
    6. A provision granting to the System Agency, State Auditor's Office (SAO), Office of Inspector General (OIG), and the Comptroller General of the United States, and any of

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their representatives, the right of access to inspect the work and the premises on which any work is performed, and the right to audit the subcontractor.

b. Grantee will ensure that all written agreements with subcontractors incorporate the terms of this Contract so that all terms, conditions, provisions, requirements, duties and liabilities under this Contract applicable to the services provided or activities conducted by a subcontractor are passed down to that subcontractor.

c. No provision of this Contract creates privity of contract between the System Agency and any subcontractor of Grantee.

2.06 Notice of Legal Matter or Litigation

Grantee will send notice to the Substance Use Disorder (SUD) email box, SubstanceAbuse.Contracts@hhsc.state.tx.us of any litigation or legal matter related to or affecting this Contract within seven calendar days of becoming aware of the litigation or legal matter.

2.07 Unilateral Amendment

The System Agency reserves the right to amend this Contract through execution of a unilateral amendment signed by the contract manager for this Contract and provided to the Grantee with ten days notice prior to execution of the amendment under the following circumstances to:

a. To comply with a court order or judgment
b. Incorporate new or revised federal or state laws, regulations, rules or policies
c. Correct an obvious clerical error in this Contract;
d. Change the name of the Contractor in order to reflect the Contractor's name as recorded by the Texas Secretary of State.
e. To correct the name, mailing address, or contact information for persons named in the Contract;
f. To update service descriptions or rates (if applicable);

ARTICLE III - CONFIDENTIALITY

3.01 Confidential System Information

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Grantee and all Grantee Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the Project or the proper discharge of obligations and

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securing of rights under the Contract. Grantee will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Grantee, including information requested to do so by HHSC, will be in accordance with the Contract. If Grantee receives a request for Other Confidential Information, Grantee will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Grantee will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Grantee. Grantee will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Grantee all damages and liabilities caused by or arising from Grantee or Grantee Agents' failure to protect HHSC's Other Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE UTC, GRANTEE WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS) CAUSED BY OR ARISING FROM GRANTEE OR GRANTEE AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. GRANTEE WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE IV - MISCELLANEOUS PROVISIONS

4.01 Minor Administrative Changes

System Agency is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the Project or the Contract that do not increase the fees or term. Upon approval of a Minor Administrative Change, HHSC and Grantee will maintain written notice that the change has been accepted in their Contract files.

4.02 Conflicts of Interest

Grantee warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Grantee or Grantee Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Grantee will, and require Grantee Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or Organizational Conflict of Interest, or

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for personal gain. Grantee and Grantee Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Grantee agrees that, if after Grantee's execution of the Contract, Grantee discovers or is made aware of a Conflict of Interest, Grantee will immediately and fully disclose such interest in writing to HHSC. In addition, Grantee will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Grantee or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Grantee agrees to abide by HHSC's decision.

If HHSC determines that Grantee was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas

4.03 Flow Down Provisions

Grantee must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

4.04 Disaster Declarations

In the event of a local, state, or federal emergency, including natural, pandemics, man- made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster declared by the appropriate federal official, Grantee may be called upon to assist the System Agency in providing the following services:

a. Expand, increase, or modify service delivery in impacted areas;
b. Community evacuation;
c. Health and medical assistance;
d. Assessment of health and medical needs;
e. Health surveillance;
f. Medical care personnel;
g. Health and medical equipment and supplies;
h. Patient evacuation;
i. In-hospital care and hospital facility status;
j. Food, drug and medical device safety;
k. Worker health and safety;
l. Mental health and substance abuse;
m. Public health information;
n. Vector control and veterinary services; and
o. Victim identification and mortuary services.

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Disaster related services may not commence, or expenditures incurred, until System Agency provides Grantee with a written Notification to Proceed. The contract may be amended to incorporate additional funds and performance or reporting requirements to support disaster services in the event services must be expanded, increased, or modified.

ARTICLE V - LEGACY PROVISIONS

5.01 Notice of a Contract Action

Grantee will send notice to the Substance Use Disorder (SUD) email box, SubstanceAbuse.Contracts@hhsc.state.tx.us if Grantee has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five business days of becoming aware of the action and include the following:

a. Reason for such action;
b. Name and contact information of the local, state or federal department or agency or entity;
c. Date of the contract;
d. Date of suspension or termination; and
e. Contract or case reference number.

5.02 Notice of IRS or TWC Insolvency

Grantee will send notice to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us, of its insolvency, incapacity or outstanding unpaid obligations of Grantee to the Internal Revenue Service (IRS), Texas Workforce Commission (TWC), the State of Texas, or any agency or political subdivision of the State of Texas within five days of the date of Grantee's becoming aware of such.

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5.03 Notice of Criminal Activity and Disciplinary Actions

a. Grantee shall immediately send notice to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us when the Grantee learns of or has any reason to believe it or any person with ownership or controlling interest in the organization/business, or their agent, employee, subcontractor or volunteer that is providing services under this Contract has:
   1. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
   2. Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.

b. Grantee shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

5.04 Child Abuse Reporting Requirement

Grantee shall:

a. comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.
b. develop, implement and enforce a written policy that includes at a minimum the System Agency's Child Abuse Screening, Documenting, and Reporting Policy for Grantees/Providers and train all staff on reporting requirements.
   c. use the System Agency Child Abuse Reporting Form located at https://www.dfps.state.tx.us/Contact_Us/report_abuse.asp as required by the System Agency.
d. retain reporting documentation on site and make it available for inspection bythe System Agency.

5.05 Abuse, Neglect, Exploitation

Grantee shall;

a. take all steps necessary, to protect the health, safety and welfare of its clients and participants.
b. develop and implement written policies and procedures for abuse, neglect and exploitation.
c. notify appropriate authorities of any allegations of abuse, neglect, or exploitation as required by 25 TAC § 448.703.

5.06 Grantee's Notification of Change of Contact Person or Key Personnel

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Within 10 business days, Grantee will submit notice to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us and Substance_Use_Disorder@hhsc.state.tx.us of any change in the Grantee's Contact Persons or Key Personnel.

5.07 Notice of Organizational Change

Grantee will submit notice to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us and Substance_Use_Disorder@hhsc.state.tx.us within 10 business days of any change to Grantee's name, contact information, organizational structure, such as merger, acquisition, or change in form of business, legal standing, or authority to do business in Texas.

5.08 Significant Incidents

In addition to notifying the appropriate authorities, Grantee will submit notice to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us and Substance_Use_Disorder@hhsc.state.tx.us significant incidents involving substantial disruption of Grantee's program operation or affecting or potentially affecting the health, safety or welfare of the System Agency funded clients or participants within three calendar days of discovery.

5.09 Responsibilities and Restrictions Concerning Governing Body, Officers and Employees

Grantee and its governing body shall:

a. Bear full responsibility for the integrity of the fiscal and programmatic management of the organization.
b. Be accountable for all funds and materials received from the System Agency. The responsibility of Grantee's governing body will also include accountability for compliance with the System Agency Rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and the System Agency's monitoring processes.
c. Ensure separation of powers, duties, and functions of governing body members and staff. No member of Grantee's governing body, or officer or employee of Grantee will vote for, confirm or act to influence the employment, compensation or change in status of any person related within the second degree of affinity or the third degree of consanguinity (as defined in Texas Government Code Chapter 573) to the member of the governing body or the officer or any employee authorized to employ or supervise such person. This prohibition does not prohibit the continued employment of a person who has been continuously employed for a period of two years prior to the election, appointment or employment of the officer, employee, or governing body member related to such person in the prohibited degree. These restrictions also apply to the governing body, officers, and employees of Grantee's subcontractors.

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5.10 Direct Operation

System Agency may temporarily assume operations of a Grantee's program or programs funded under this Contract when the continued operation of the program by Grantee puts at risk, the health or safety of clients and/or participants served by Grantee.

5.11 Interim Extension Amendment

a. Prior to or on the expiration date of this Contract, the Parties agree that this Contract can be extended as provided under this Section.

b. The System Agency will provide written notice of interim extension amendment to the Grantee under one of the following circumstances:
   1. Continue provision of services in response to a disaster declared by the governor; or
   2. To ensure that services to clients continue without interruption.

c. The System Agency will provide written notice of the interim extension amendment that specifies the reason and length of time for the extension.

d. Grantee will provide and invoice for services in the same manner as stated in the Contract.

e. An interim extension under Section (b)(1) above will extend the term of the contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.

f. An interim extension under Section (b)(2) above will be a one-time extension for time determined by the System Agency.

5.12 Medical Records Retention

Grantee will:

a. Retain medical records in accordance with 22 TAC §165.1(b) or other applicable statutes, rules and regulations governing medical information.

b. Retain and preserve records in accordance with applicable state and federal statutes, rules and regulations.

c. Maintain all non-financial records that are generated or collected by Grantee under the provisions of this Contract for a period of at least seven years after the termination of this Contract.

d. Retain the records in accordance with the federal retention period, if the federal retention period for services funded through Medicaid is more than seven years

e. Retain all records pertaining to this Contract that are the subject of litigation or an audit until the litigation has ended or all questions pertaining to the audit are resolved.

f. Include this provision concerning records retention in any subcontract it awards.

g. Ensure that records relating to this Contract are securely stored and are accessible by the System Agency upon System Agency's request for at least seven years from the date Grantee ceases business or from the date this Contract terminates, whichever is sooner.

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h. Provide and update as necessary, the name and address of the party responsible for storage of records to the SUD emailbox, SubstanceAbuse.Contracts@hhsc.state.tx.us.

5.13 Grantee's Certification of Meeting or Exceeding Tobacco-Free Workplace Policy Minimum Standards

Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

a. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
b. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Contract are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
c. Applying to all employees and visitors in this designated area; and
d. Providing for or referring its employees to tobacco use cessation services.

If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

5.14 Electronic and Information Resources Accessibility and Security Standards

a. **Applicability:**
The following Electronic and Information Resources (EIR) requirements apply to the Contract because the Grantee performs services that include EIR that the System Agency's employees are required or permitted to access or members of the public are required or permitted to access.

This Section does not apply to incidental uses of EIR in the performance of the Agreement, unless the Parties agree that the EIR will become property of the State of Texas or will be used by HHSC's clients or recipients after completion of the Agreement.

Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a Product.

b. **Definitions:**
"Accessibility Standards" means accessibility standards and specifications for Texas agency and institution of higher education websites and EIR set forth in 1 TAC Chapter 206 and/or Chapter 213.

"**Electronic and Information Resources**" means information resources, including information resources technologies, and any equipment or interconnected system of

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equipment that is used in the creation, conversion, duplication, or delivery of data or information. The term includes telephones and other telecommunications products, information kiosks, transaction machines, Internet websites, multimedia resources, and office equipment, including copy machines and fax machines.

"Electronic and Information Resources Accessibility Standards" means the accessibility standards for electronic and information resources contained in 1 Texas Administrative Code Chapter 213.

"Product" means information resources technology that is, or is related to EIR.

"Web Site Accessibility Standards/Specifications" means standards contained in Volume 1 Tex. Admin. Code Chapter 206(c) Accessibility Requirements. Under Tex. Gov't Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, the System Agency must procure Products and services that comply with the Accessibility Standards when those Products are available in the commercial marketplace or when those Products are developed in response to a procurement solicitation. Accordingly, Grantee must provide electronic and information resources and associated Product documentation and technical support that comply with the Accessibility Standards.

c. **Evaluation, Testing, and Monitoring**

1. The System Agency may review, test, evaluate and monitor Grantee's Products and services, as well as associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a contract. Testing and monitoring may include user acceptance testing. Neither the review, testing (including acceptance testing), evaluation or monitoring of any Product or service, nor the absence of review, testing, evaluation or monitoring, will result in a waiver of the State's right to contest the Grantee's assertion of compliance with the Accessibility Standards.
2. Grantee agrees to cooperate fully and provide the System Agency and its representatives timely access to Products, records, and other items and information needed to conduct such review, evaluation, testing, and monitoring.

d. **Representations and Warranties**

1. Grantee represents and warrants that:
   i. As of the Effective Date of the Contract, the Products and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the Agreement, unless and to the extent the Parties otherwise expressly agree in writing; and
   ii. If the Products will be in the custodyof the state or a System Agency's client or recipient after the Contract expiration or termination, the Products will continue to comply with Accessibility Standards after the expiration or termination of the Contract Term, unless the System Agency or its clients or recipients, as applicable, use the Products in a manner that renders it noncompliant.

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2. In the event Grantee becomes aware, or is notified that the Product or service and associated documentation and technical support do not comply with the Accessibility Standards, Grantee represents and warrants that it will, in a timely manner and at no cost to the System Agency, perform all necessary steps to satisfy the Accessibility Standards, including remediation, replacement, and upgrading of the Product or service, or providing a suitable substitute.
   i. Grantee acknowledges and agrees that these representations and warranties are essential inducements on which the System Agency relies in awarding this Contract.
   ii. Grantee's representations and warranties under this subsection will survive the termination or expiration of the Contract and will remain in full force and effect throughout the useful life of the Product.

e. **Remedies**

1. Under Tex. Gov't Code § 2054.465, neither the Grantee nor any other person has cause of action against the System Agency for a claim of a failure to comply with Tex. Gov't Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.
2. In the event of a breach of Grantee's representations and warranties, Grantee will be liable for direct, consequential, indirect, special, or liquidated damages and any other remedies to which the System Agency may be entitled under this Contract and other applicable law. This remedy is cumulative of any other remedies to which the System Agency may be entitled under this Contract and other applicable law.

5.15 Equipment, Supplies and Property

a. **Equipment.**

Equipment is defined as tangible personal property having a useful lifetime of more than one year and a per-unit acquisition cost that exceeds $5,000 or more.

Grantee will:

1. inventory all equipment and report the inventory on the Grantees Property Inventory Form.
2. initiate the purchase of all equipment, approved in writing by the System Agency, in the first quarter of the Contract or Contract term, as applicable. Failure to initiate purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter in the Contract must be submitted to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us.

b. **Equipment List.**

1. All items of equipment to be purchased with funds under this Contract must be itemized in Grantee's equipment list as finally approved by the System Agency in the executed Contract.

The equipment list must include:

i. Description of the property;
ii. Serial number or other identification number;

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iii. Source of funding for the property (including the Federal Assistance Identification Number);
iv. Who holds title,
v. Acquisition date and cost of the property;
vi. Percentage of Federal participation in the project costs for the Federal award under which the property was acquired;
vii. Location use and condition of the property; and
viii. Any ultimate disposition data including the date of disposal and sale price of property.

2. Any changes to the approved equipment list in this Contract must be approved in writing by the System Agency prior to the purchase of equipment.

3. Grantee will submit to the assigned contract manager, a written description including complete product specifications and need justification prior to purchasing any item of unapproved equipment. If approved, the System Agency will acknowledge its approval by means of a written amendment.

c. **Supplies.**

1. Supplies are defined as consumable items necessary to carry out the services under this Contract including medical supplies, drugs, janitorial supplies, office supplies, patient educational supplies, software, and any items of tangible personal property other than those defined as equipment above.
2. Tangible personal property includes controlled assets, including firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of $500 or more, but less than $5,000, which includes desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment are also considered Supplies.
3. Prior approval by the System Agency of the purchase of Controlled Assets is not required, but such purchases must be reported on the Grantees Property Inventory Form.

d. **Property Inventory and Protection of Assets.**

Grantee shall:

1. maintain an inventory of equipment, supplies defined as controlled assets, and property described in this Contract and submit to the assigned contract manager, upon request.

2. maintain, repair, and protect assets under this Contract to assure their full availability and usefulness.

3. if Grantee is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided or obtained under this Contract, use the proceeds to repair or replace those assets.

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e. **Assets as Collateral Prohibited.**
Grantees will not encumber equipment purchased with System Agency funds without prior written approval from the System Agency.

f. **Bankruptcy.**

1. In the event of bankruptcy, Grantee will;
   i. sever the System Agency property, equipment, and supplies in possession of Grantee from the bankruptcy, and title must revert to the System Agency.
   ii. when directed by the System Agency, return all such property, equipment and supplies to the System Agency.
   iii. ensure that its subcontracts, if any, contain a specific provision requiring that in the event of the subcontractor's bankruptcy, the subcontractor must sever the System Agency property, equipment, and supplies in possession of the subcontractor from the bankruptcy, and title must revert to the System Agency, who may require that the property, equipment and supplies be returned to the System Agency.

g. **Title to Property**

At the expiration or termination of this Contact for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to System Agency. Title may be transferred to any other party designated by System Agency. The System Agency may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.

h. **Disposition of Property**

1. Grantee will follow the procedures in the American Hospital Association's(AHA) "Estimated Useful Lives of Depreciable Hospital Assets" in disposing, at any time during or after the Contract term, of equipment purchased with the System Agency funds, except when federal or state statutory requirements supersede or when the equipment requires licensure or registration by the state, or when the acquisition price of the equipment is equal to or greater than $5,000.

2. All other equipment not listed in the AHA reference (other than equipment that requires licensure or registration or that has an acquisition cost equal to or greater than $5,000) will be controlled by the requirements of UGMS.

3. If, prior to the end of the useful life, any item of equipment is no longer needed to perform services under this Contract, or becomes inoperable, or if the equipment requires licensure or registration or had an acquisition price equal to or greater than $5,000, Grantee will request disposition approval and instructions in writing from the contract manager assigned to this Contract.

4. After an item reaches the end of its useful life, Grantee will ensure that disposition of any equipment is in accordance with Generally Accepted Accounting Principles, and any applicable federal guidance.

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i. **Closeout of Equipment**

1. At the end of the term of a Contract that has no additional renewals or that will not be renewed (Closeout), or when a Contract is otherwise terminated, Grantee will submit to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us an inventory of equipment purchased with System Agency funds and request disposition instructions for such equipment.

2. All equipment purchased with System Agency funds must be secured by Grantee at the time of Closeout, or termination of this Contract, and must be disposed of according to the System Agency's disposition instructions, which may include return of the equipment to System Agency or transfer of possession to another System Agency Grantee, at Grantee's expense.

j. **Insurance.**

In addition to the Insurance provision of the Uniform Terms and Conditions, Grantee shall:

1. Maintain insurance or other means of repairing or replacing assets purchased with System Agency funds.
2. Repair or replace with comparable equipment any such equipment not covered by insurance that is lost, stolen, damaged or destroyed. If any insured equipment purchased with System Agency funds is lost, stolen, damaged or destroyed.
3. Notify the contract manager assigned to this Contract within 5 business days of learning of the loss, to obtain instructions whether to submit and pursue an insurance claim.
4. Use any insurance proceeds to repair the equipment or replace the equipment with comparable equipment or remit the insurance proceeds to System Agency.

k. **Travel**

The System Agency's travel policy will apply to all travel reimbursement if Grantee does not have a formal Travel Policy. If Grantee has a formal Travel Policy, Grantee shall:

1. Submit Grantee's formal travel policy to be approved by the assigned contract manager.
2. Ensure travel policy specifies reimbursement limits for meals, lodging, and the mileage rate.
3. Ensure all travel costs are reasonable and necessary.
4. Ensure all out-of-state travel is approved by the assigned contract manager prior to travel.
5. Submit all out-of-state travel requests to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us, at least, thirty (30) days prior to travel.

l. **Management and Control Systems**

Grantee will:

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1. Maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met during the term of the contract through the completion of the closeout procedures.
2. Develop, implement, and maintain financial management and control systems that meet or exceed the requirements of Uniform Statewide Accounting System (UGMS). Those requirements and procedures include, at a minimum, the following:
   i. Financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs;
   ii. Financial management systems that include accurate accounting records that are accessible and identify the source and application of funds provided under each Contract of this Contract, and original source documentation substantiating that costs are specifically and solely allocable to a Contract and its Contract and are traceable from the transaction to the general ledger;
   iii. Effective internal and budgetary controls;
   iv. Comparison of actual costs to budget; determination of reasonableness, allowableness, and allocability of costs;
   v. Timely and appropriate audits and resolution of any findings;
   vi. Billing and collection policies; and
   vii. Mechanism capable of billing and making reasonable efforts to collect from clients and third parties.

m. **Property Acquisitions**
System Agency funds must not be used to purchase buildings or real property. Any costs related to the initial acquisition of the buildings or real property are not allowable.

n. **Condition Precedent to Requesting Payment**
Grantee will disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting cash payments including any advance payments from the System Agency.

o. **Overtime Compensation.**
1. Except as provided in this section, Grantee will be responsible for any obligations of premium overtime pay due employees. Premium overtime pay is defined as any compensation paid to an individual in addition to the employee's normal rate of pay for hours worked in excess of normal working hours.
2. Funds provided under this Contract may be used to pay the premium portion of overtime only under the following conditions:
   i. With the prior written approval of System Agency;
   ii. Temporarily, in the case of an emergency or an occasional operational bottleneck;
   iii. When employees are performing indirect functions, such as administration, maintenance, or accounting;
   iv. In performance of tests, laboratory procedures, or similar operations that are

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continuous in nature and cannot reasonably be interrupted or otherwise completed; or

v. When lower overall cost to System Agency will result.

p. **Fidelity Bond**

For the benefit of System Agency, Grantee is required to carry a fidelity bond or insurance coverage equal to the amount of funding provided under this Contract up to $100,000 that covers each employee of Grantee handling funds under this Contract, including person(s) authorizing payment of such funds.

1. The fidelity bond or insurance must provide for indemnification of losses occasioned by any fraudulent or dishonest act or acts committed by any of Grantee's employees, either individually or in concert with others, and/or failure of Grantee or any of its employees to perform faithfully his/her duties or to account properly for all monies and property received by virtue of his/her position or employment. The bond or insurance acquired under this section must include coverage for third party property.
2. Grantee will notify, and obtain prior approval from, the System Agency Contract Oversight and Support Section before settling a claim on the fidelity bond or insurance.

q. **Liability Coverage.**

For the benefit of System Agency, Grantee will at all times maintain liability insurance coverage, referred to in Tex. Gov. Code § 2261.102, as "director and officer liability coverage" or similar coverage for all persons in management or governing positions within Grantee's organization or with management or governing authority over Grantee's organization (collectively "responsible persons").

Grantee will:

1. maintain copies of liability policies on site for inspection by System Agency and will submit copies of policies to System Agency upon request.
2. maintain liability insurance coverage in an amount not less than the total value of this Contract and that is sufficient to protect the interests of System Agency in the event an actionable act or omission by a responsible person damages System Agency's interests.
3. notify, and obtain prior approval from, the System Agency Contract Oversight and Support Section before settling a claim on the insurance.

r. **Quality Management.**

Grantee shall:

1. Comply with quality management requirements as directed by the System Agency.
2. Develop and implement a Quality Management Plan (QMP) that conforms with 25 TAC § 448.504 and make the QMP available to System Agencyupon request. The QMP must be developed no later than the end of the first quarter of the Contract term.

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3. Update and revise the QMP each biennium or sooner, if necessary. Grantee's governing body will review and approve the initial QMP, within the first quarter of the Contract term, and each updated and revised QMP thereafter. The QMP must describe Grantee's methods to measure, assess, and improve -
   i. Implementation of evidence-based practices, programs and research-based approaches to service delivery;
   ii. Client/participant satisfaction with the services provided by Grantee;
   iii. Service capacity and access to services;
   iv. Client/participant continuum of care; and
   v. Accuracy of data reported to the state.
4. Participate in continuous quality improvement (CQI) activities as defined and scheduled by the state including, but not limited to data verification, performing self-reviews; submitting self-review results and supporting documentation for the state's desk reviews; and participating in the state's onsite or desk reviews.
5. Submit plan of improvement or corrective action plan and supporting documentation as requested by System Agency.
6. Participate in and actively pursue CQI activities that support performance and outcomes improvement.
7. Respond to consultation recommendations by System Agency, which may include, but are not limited to the following:
   i. Staff training;
   ii. Self-monitoring activities guided by System Agency, including use of quality management tools to self-identify compliance issues; and
   iii. Monitoring of performance reports in the System Agency electronic clinical management system.

s. **Abuse, Neglect, Exploitation.**

Grantee shall:

1. Take all steps necessary, to protect the health, safety and welfare of its clients and participants.
2. Develop and implement written policies and procedures for abuse, neglect and exploitation.
3. Notify appropriate authorities of any allegations of abuse, neglect, or exploitation as required by 25 TAC § 448.703.

t. **Persons on Probation or Parole.**

Grantee will:

1. Develop and implement written policies and procedures that address the delivery of services by employees, subcontractors, or volunteers on probation or parole.
2. Notify the contract manager assigned to the Contract immediately of any of its employees, volunteers or subcontractors who are on parole or probation if the employee, volunteer, or subcontractor provides or will provide direct client or participant services or who has or may have direct contact with clients or participants.
3. Maintain copies of all notices required under this section for System Agency

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review.

u. **Personnel Requirements and Documentation.**

Grantee shall:

1. Maintain current personnel documentation on each employee. All documents must be factual and accurate. Health-related information must be stored separately with restricted access as appropriate under Tex. Gov. Code §552.102. Training records may be stored separately from the main personnel file but must be easily accessible upon request. Required documentation includes the following, as applicable:
   i. A copy of the current job description signed by the employee;
   ii. Application or resume with documentation of required qualifications and verification of required credentials;
   iii. Verification of work experience;
   iv. Annual performance evaluations;
   v. Personnel data that includes date hired, rate of pay, and documentation of all pay increases and bonuses;
   vi. Documentation of appropriate screening and/or background checks, to include probation or parole documentation;
   vii. Signed documentation of initial and other required training; and
   viii. Records of any disciplinary actions.
2. Document authentication must include signature, credentials when applicable, and date. If the document relates to past activity, the date of the activity must also be recorded. Documentation must be permanent and legible. When it is necessary to correct a required document, the error must be marked through with a single line, dated, and initialed by the writer.

5.16 Clinical Management for Behavioral Health Services (CMBHS) System

The CMBHS is the official record of documentation by System Agency.

Grantee shall:

1. Request access to CMBHS via the CMBHS Helpline at (866) 806-7806.
2. Use the CMBHS time frames specified by System Agency.
3. Use System Agency-specified functionality of the CMBHS in its entirety.
4. Submit all bills and reports to System Agency through the CMBHS, unless otherwise instructed.

a. **Resources**

Grantee shall ensure that Grantee's employees have appropriate Internet access and an adequate number of computers of sufficient capabilities to use the CMBHS. Equipment purchased with System Agency funds must be inventoried, maintained in working order, and secured.

b. **Security Administrator and Authorized Users**

Grantee shall:

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1. Designate a Security Administrator and a back-up Security Administrator. The Security Administrator is required to implement and maintain a system for management of user accounts/user roles to ensure that all the CMBHS user accounts are current.
2. Have a security policy that ensures adequate system security and protection of confidential information.
3. Notify the CMBHS Help-desk within ten (10) business days of any change to the designated Security Administrator or the back-up Security Administrator.

Grantee will:

i. Ensure that access to CMBHS is restricted to only currently authorized users.
ii. Within 24 hours, remove access to users who are no longer authorized to have access to secure data in CMBHS.
iii. Maintain the CMBHS Authorized Users List which includes former and current Grantee's employees, contracted labor, subcontractors or any other users authorized to have access to secure data in CMBHS. The CMBHS Authorized Users List shall document whose authority has been added and terminated; and the date the authority was added and terminated.

4. Submit the CMBHS Security Attestation Form and the CMBHS Authorized Users List as stated in Attachment A, to the following e-mail address: SubstanceAbuse.Contracts@hhsc.state.tx.us.
5. Continually maintain the current CMBHS Authorized Users List on file and make available to System Agency upon request within five business days.
6. Immediately block access to CMBHS of any person who should no longer have access to CMBHS, due to severance of employment with Grantee or otherwise,
   i. immediately modify access when there is a change in a user's job responsibilities that affects the user's need for access to CMBHS,
   ii. update records on a daily basis to reflect any changes in account status.

c. **Security Violations and Accounts Updates.**
Grantee will adhere to the Confidentiality Article requirements and HHS Data Usage Agreement of this contract and immediately contact System Agency if a security violation is detected, or if Grantee has any reason to suspect that the security or integrity of the CMBHS data has been or may be compromised in any way.

d. **Electronic Transfer of Information.**
Grantee will establish and maintain adequate internal controls, security, and oversight for the approval and electronic transfer of information regarding payments and reporting requirements. Grantee certifies that the electronic payment requests and reports transmitted will contain true, accurate, and complete information.

e. **Access.**
System Agency reserves the right to limit or deny access, to the CMBHS by Grantee, at any time for any reason deemed appropriate by System Agency. Grantee access to CMBHS will be placed in inactive status when theGrantee ceases to have an executed contract with System Agency Mental Health and Substance Abuse Division.

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f. **Customer Support and Training.**
System Agency will provide support for the CMBHS, including problem tracking and problem resolution. System Agency will provide telephone numbers for Grantees to obtain access to expert assistance for CMBHS-related problem resolution. System Agency will provide initial CMBHS training. Grantee shall provide subsequent ongoing end-user training.

5.17 HIV/AIDS Model Workplace Guidelines
Grantee shall:

a. Implement the System Agency's policies based on the Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS), AIDS Model Workplace Guidelines for Businesses at http://www.dshs.state.tx.us/hivstd/policy/policies.shtm, State Agencies and State Grantees Policy No. 090.021.

b. Educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Texas. Health & Safety Code §§ 85.112-114.

5.18 Medicaid Enrollment

Treatment Grantees shall enroll as a provider with Texas Medicaid and Healthcare Partnership (TMHP) and all Medicaid Managed Care organizations in Grantee's service region within the first quarter of this procurement term and maintain through the procurement term.

5.19 Billing for Treatment and Payment Restrictions
Grantees shall:

a. Bill for only one intensity of service and service type (either outpatient or residential) per client per day

b. Not bill for an intensity of service and service type if another System Agency-funded Treatment Grantee is providing and billing System Agency for another intensity of service and service type.

c. The following are the exceptions to Item (b):
A client may receive the following services at the same time the client receives SUD outpatient or residential treatment services:
a. Co-occurring psychiatric / substance use disorder services,
b. Ambulatory detoxification, or
c. Opioid substitution therapy services.

d. If two Grantees provide services to the same client under this exception, the Grantees must coordinate services and both Grantees must document the service coordination in CMBHS.

5.20 Persons on Probation or Parole.
Grantee shall;

a. Develop and implement written policies and procedures that address the delivery of

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services by employees, subcontractors, or volunteers on probation or parole.

b. Submit to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us, notice of any of its employees, volunteers or subcontractors who are on parole or probation if the employee, volunteer, or subcontractor provides or will provide direct client or participant services or who has or may have direct contact with clients or participants.

c. Maintain copies of all notices required under this section for System Agency review.

d. Ensure that any person who is on probation or parole is prohibited from performing direct client/participant services or from having direct contact with clients or participants until authorized by System Agency.

5.21 Substance Abuse Block Grant (SABG) Requirements

Grantee will comply with the requirements of the SABG, including the restrictions on expenditure of grant funds, stated in 45 CFR § 96.135 and the Notice of Grant Award:

The State shall not expend the Block Grant on the following activities:

a. To provide inpatient hospital services, except as provided in paragraph (c) of this section;

b. To make cash payments to intended recipients of health services;

c. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;

d. To satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds;

e. To provide financial assistance to any entity other than a public or nonprofit private entity; or

f. To provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for AIDS.

5.22 Match and Program Income

Grantee shall:

a. Contribute match that is, at minimum, the percentage, stated on Attachment B, of Total System Agency Share unless otherwise stated on Attachment B.

b. Report match on each Financial Status Report (FSR) or Quarterly Match Report, including description, source, and dollar amount in the FSR comment section for the non-System Agency funding and in-kind contributions for the program or as directed by System Agency.

c. Adhere to the Program Income requirements in Uniform Grants Management Standards (UGMS).

d. Not use program income as match without prior approval of the contract manager assigned to the Contract.

e. If the match ratio requirement is not met by the beginning of the last three months of

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the term of the Contract, System Agency may withhold or reduce payments to satisfy match insufficiency or demand a refund of the amount of the match insufficiency.

5.23 Contract Reconciliation

Grantee, within 45 calendar days after the end of each fiscal term year, will submit to the System Agency email box, SubstanceAbuse.Contracts@hhsc.state.tx.us, financial and reconciliation reports required by System Agency in forms as determined by System Agency.

5.24 Breach of Contract and Liquidated Damages

a. Contract Monitoring.

System Agency:

1. will monitor Grantee for programmatic and financial compliance with this Contract and;
2. may impose liquidated damages for any breach of this Contract.
3. at its discretion, may place Grantee on accelerated monitoring, which entails more frequent or more extensive monitoring than ordinarily conducted by System Agency.
4. may allow the Grantee the opportunity to correct identified deficiencies prior to imposing actions stated in this section.

***b.* Liquidated Damages.**

Grantee agrees that noncompliance with the requirements specified in the Contract causes damages to System Agency that are difficult to ascertain and quantify. Grantee further agrees that System Agency may impose liquidated damages each month for so long as the noncompliance continues. Failure to comply with any of the Contract requirements, System Agency may impose liquidated damages of:

1. $500 for the first occurrence of noncompliance during a fiscal year;
2. $750 for the second occurrence of noncompliance with the same requirement during the same fiscal year; and
3. $1,000 for the third and subsequent occurrence(s) of noncompliance with the same requirement during the same fiscal year.

***c.* Grantee Repayment.**

System Agency may withhold payments to Grantee to satisfy any recoupment or liquidated damage imposed by System Agency under this Article. System Agency may take repayment from funds available under this Contract, active or expired, or any subsequent renewal, in amounts necessary to fulfill Grantee's repayment obligations.

***d.* Notice of Liquidated Damages.**

System Agency will formally notify Grantee in writing when liquidated damages action is imposed, stating the nature of the action, the reasons for imposing, and the method of appealing. Grantee must submit a written appeal, within 10 calendar days of receipt of the notice, to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us.

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A submitted appeal must;

1. include documented proof that Grantee submitted the information by the due date or received an exemption from the assigned contract manager.
2. demonstrate the findings on which the Liquidated Damage is based are either invalid or do not warrant the action(s).

If System Agency determines the liquidated damage is warranted, System Agency's decision is final and the remedy or sanction shall be imposed.

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Certificate Of Completion

Envelope Id: 670A962047344F3F85148C6FE7818122
Status: Sent
Subject: Amending $251,055; HHS000779500005; City of Lubbock A-1; HHSC MSS-IDD - SUDCMU
Source Envelope:
Document Pages: 65
Signatures: 1
Envelope Originator:
Certificate Pages: 2
Initials: 0
Texas Health and Human Services Commission
AutoNav: Enabled
1100 W. 49th St.
EnvelopeId Stamping: Enabled
Austin, TX 78756
Time Zone: (UTC-06:00) Central Time (US & Canada)
PCS_DocuSign@hhsc.state.tx.us
IP Address: 167.137.1.16

Record Tracking

Status: Original
8/30/2021 9:31:43 AM
Holder: Texas Health and Human Services Commission
PCS_DocuSign@hhsc.state.tx.us
Location: DocuSign

Signer Events	Signature	Timestamp
Daniel Pope Dpope@mylubbock.us Mayor City of Lubbock Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Daniel Pope 3F837B63155540F Signature Adoption: Pre-selected Style Using IP Address: 208.84.91.41	Sent: 8/30/2021 9:51:32 AM Viewed: 8/30/2021 4:32:08 PM Signed: 9/8/2021 9:11:58 AM
Sonja Gaines Sonja.Gaines@hhsc.state.tx.us Assoc. Commissioner IDD/BH Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 9/8/2021 9:12:01 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
HHSC SUD Contracts SubstanceAbuse.Contracts@hhsc.state.tx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/30/2021 9:51:31 AM Viewed: 8/30/2021 9:53:24 AM

Carbon Copy Events	Status	Timestamp
Bryan Hunter Bryan.Hunter@hhs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/30/2021 9:51:31 AM
Contract Developer Jennifer.Silva01@hhs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 9/8/2021 9:12:01 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/30/2021 9:51:31 AM

Payment Events	Status	Timestamps

CITY OF LUBBOCK

ATTEST:

By: _____
DANIEL M. POPE, Mayor

ATTEST:

By: _____
REBECCA GARZA, City Secretary

APPROVED AS TO CONTENT:

By: _____
KATHERINE WELLS, Director of Public Health

APPROVED AS TO FORM:

By: _____
RYAN BROOKE, Assistant City Attorney

Regular City Council Meeting **7. 37.**

Meeting Date: 09/14/2021

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution ratifying the acts of the Mayor in executing Amendment No. 1 to Contract HHS000779500003 and all related documents, by and between the City of Lubbock and the Texas Health and Human Services Commission, under the Substance Use Disorder Treatment Program, to provide funding to support the treatment of substance use disorders in youth in the community.

Item Summary

This contract provides funding from the Texas Health and Human Services Commission, to facilitate substance use disorder treatment services for youth in the Lubbock area. This is to include residential, intensive outpatient, and other services as needed.

This grant will provide the provision of treatment services for youth in the Lubbock area, as well as case management to help improve treatment outcomes.

Fiscal Impact

This is an existing contract that will add funds for three additional years from September 1, 2021, through August 31, 2024. The total grant award is $172,491.
FY 2022, September 1, 2021, through August 31, 2022: $57,497
FY 2023, September 1, 2022, through August 31, 2023: $57,497
FY 2024, September 1, 2023, through August 31, 2024: $57,497

Staff/Board Recommending

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

Attachments

Resolution (c) - HHS000779500003
HHS000779500003 TRY Grant (f)

RESOLUTION

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

THAT the acts of the Mayor of the City of Lubbock in executing, on behalf of the City of Lubbock, Amendment No. 1 to the Health and Human Services Commission (HHSC) Contract No. HHS000779500003, under the Substance Use Disorder Treatment, to provide funding for Treatment Youth Services, by and between the City of Lubbock and the State of Texas acting by and through HHSC, and related documents are hereby ratified in full. 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:

_____
Ryan Brooke, Assistant City Attorney

RES.HHSC Contract No. HHS000779500003 Amendment No.1 Ratification
9.9.21

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HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS000779500003
AMENDMENT NO. 1

THE HEALTH AND HUMAN SERVICES COMMISSION ("System Agency") and **CITY OF LUBBOCK** ("Grantee"), each a "Party" and collectively the "Parties," to that certain Treatment for Youth ("TRY") Services Contract, effective August 1, 2020 and denominated HHSC Contract No. **HHS000779500003** (the "Contract"), now desire to amend the Contract.

WHEREAS, the Parties desire to amend the Contract in accordance with **ATTACHMENT D, UNIFORM TERMS & CONDITIONS-GRANTEE, SECTION 9.1 (AMENDMENT);**

WHEREAS, the Parties desire to extend the term of the Contract in accordance with **SECTION III, DURATION;**

WHEREAS, the Parties desire to incorporate **ATTACHMENT H-1, FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) FORM,** to this Contract;

WHEREAS, the Parties desire to revise Attachments to the existing Contract; and

WHEREAS, the Parties desire to add System Agency allocated funds to the Contract in the amount of **$57,497.00** per fiscal year from FY 2022 through FY 2024, thereby increasing the not to exceed Total Contract Value.

NOW, THEREFORE, the Parties modify the Contract as follows:

1. **ATTACHMENT A, STATEMENT OF WORK,** is deleted and replaced in its entirety with **ATTACHMENT A, REVISED STATEMENT OF WORK (REVISED APRIL 2021).**

2. **ATTACHMENT A-1, STATEMENT OF WORK SUPPLEMENTAL,** is deleted and replaced in its entirety with **ATTACHMENT A-1, REVISED SUPPLEMENTAL STATEMENT OF WORK (REVISED APRIL 2021).**

3. **ATTACHMENT B, PROGRAM SERVICES AND UNIT RATES** is deleted and replaced in its entirety with **ATTACHMENT B, REVISED PROGRAM SERVICES & UNIT RATES (REVISED APRIL 2021).**

4. **ATTACHMENT E, SPECIAL CONDITIONS VERSION 1.2,** is deleted and replaced in its entirety with **ATTACHMENT E, SPECIAL CONDITIONS VERSION 1.3.**

5. **ATTACHMENT H-1, FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) FORM,** is attached to and incorporated into this Contract.

6. **ARTICLE III, DURATION,** of the Contract Signature Page is amended to reflect a revised termination date of **August 31, 2024.**

The revised termination date does not affect Parties' ability to renew, extend, modify, or terminate pursuant to the terms and conditions of the Contract.

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7. **ARTICLE IV, BUDGET**, of the Contract Signature Page is amended to add System Agency allotted funding of **$57,497.00** per fiscal year from FY 2022 through FY 2024, resulting in a total System Agency allocation amount of $286,652.00 (**TWO HUNDRED EIGHTY-SIX THOUSAND SIX HUNDRED FIFTY-TWO DOLLARS**) as follows:

   A. The System Agency allocated share by State Fiscal Year is as follows:
      a. FY 2020, August 1, 2020 through August 31, 2020: $56,664.00
      b. FY 2021, September 1, 2020 through August 31, 2021: $57,497.00
      c. FY 2022, September 1, 2021 through August 31, 2022: $57,497.00
      d. FY 2023, September 1, 2022 through August 31, 2023: $57,497.00
      e. FY 2024, September 1, 2023 through August 31, 2024: $57,497.00

   Total Contract Value of System Agency allocated funds will not exceed **$286,652.00** (**TWO HUNDRED EIGHTY-SIX THOUSAND SIX HUNDRED FIFTY-TWO DOLLARS**).

   B. The required match for FY2022 through FY2024 is $2,875.00 per fiscal year.

   C. The not to exceed Total Contract Value, including applicable match, is **$300,985.00.**

   D. Any funds remaining by the end of the fiscal year will be forfeited and may not be carried forward or rolled over to the following fiscal year.

   E. All expenditures under the Contract will be in accordance with **ATTACHMENT B.**

8. The Parties amend the Contract Signature Page to add Section X, Texas Grant Management Standards (TxGMS):

   X. TEXAS GRANT MANAGEMENT STANDARDS (TXGMS)

   The Texas Grant Management Standards (TxGMS), published by the Texas Comptroller, replaces the Uniform Grant Management Standards (UGMS) and applies to grant agreements that begin on or after January 1, 2022. Additionally, as provided in TxGMS, if a state awarding agency adds funds to a grant that existed before March 1, 2021, TxGMS will apply to it from that point forward, unless the state awarding agency specifically indicates that TxGMS will not apply. Applicable references to UGMS in this Grant Agreement will be superseded by TxGMS accordingly.

9. This Amendment shall be effective upon date of last signature below, but none of the funds added by the Amendment may be expended prior to September 1, 2021.

10. Except as amended and modified by this Amendment No. 1, all terms and conditions of the Contract, as amended, shall remain in full force and effect.

11. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE FOR AMENDMENT NO. 1
HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS000779500003

HEALTH AND HUMAN SERVICES COMMISSION	**CITY OF LUBBOCK**
By:_____	By:_____
	Daniel Pope
	Mayor
Date of Execution: _____	Date of Execution:_____

THE FOLLOWING ATTACHMENTS ARE ATTACHED AND THEIR TERMS ARE HEREBY INCORPORATED AS PART OF THE CONTRACT:

ATTACHMENT A	**STATEMENT OF WORK (REVISED APRIL 2021)**
ATTACHMENT A-1	**STATEMENT OF WORK SUPPLEMENTAL (REVISED APRIL 2021)**
ATTACHMENT B-1	**PROGRAM SERVICES & UNIT RATES (REVISED APRIL 2021)**
ATTACHMENT E	**SPECIAL CONDITIONS VERSION 1.3**
ATTACHMENT H-1	**FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) FORM**

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ATTACHMENT A:
REVISED STATEMENT OF WORK
(REVISED APRIL 2021)
TREATMENT FOR YOUTH

SECTION I: PURPOSE

Grantee shall provide Substance Use Disorder (SUD) Treatment Services for one (1) or more of the following service types/levels of care. The below service types/levels of care are based on Texas Administrative Code (TAC) requirements, as referenced in the SUD Program Guide Program Guide, located at the following link: https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/substance-use-disorder-service-providers, and American Society of Addiction Medicine (ASAM) criteria located at the following link: https://www.asam.org/asam-criteria/about, which is a collection of objective guidelines that give clinicians a standardized approach to admission and treatment planning.

1. Outpatient Treatment Services
   (ASAM Level 1 Outpatient Services)
2. Supportive Residential Treatment Services
   (ASAM Level 3.1 Clinically Managed Low-Intensity Residential Services)
3. Intensive Residential Treatment Services
   (ASAM Level 3.5 Clinically Managed High Intensity Residential Services)

TREATMENT FOR YOUTH (TRY) Program Target Population
Youth Texas residents who meet *Client Eligibility* criteria for HHSC-funded substance use disorder services as stated in the HHSC SUD Program Guide.

SECTION II: SERVICE REQUIREMENTS

Grantee shall comply with the following:

A. Administrative Requirements

1. Adhere to the most current SUD Program Guide.
2. Provide age-appropriate medical and psychological therapeutic services designed to treat an individual's SUD and restore functions while promoting recovery.
3. Adhere to Level of Care/Service Type licensure requirements per the SUD Program Guide.
4. Comply with all applicable TAC rules adopted by the HHSC related to SUD treatment.
5. Document all specified required activities and services in the Clinical Management of Behavioral Health Services (CMBHS) system. Documents that require Client or staff signature shall be maintained according to TAC requirements and made available to HHSC for review upon request.
6. In addition to TAC and SUD Program Guide required Policies and Procedures, Grantee shall develop and implement organizational policies and procedures for the following:
   a. A marketing plan to engage local referral sources and provide information to these sources regarding the availability of SUD treatment and the Client Eligibility criteria for admissions;
   b. All marketing materials published shall include Federal and State Priority Populations for Treatment programs admissions per SUD Program Guide;

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c. Client retention in services, including protocols for addressing clients absent from treatment and policies defining treatment non-compliance; and
d. All policies and procedures shall be provided to HHSC upon request.

7. Ensure that Program Directors participate in their specific program and service type conference calls as scheduled by HHSC. Program Directors shall participate unless otherwise agreed to by HHSC in writing. Grantee executive management may participate in the conference calls.
8. Actively attend and share representative knowledge about Grantee's system and services at the Outreach, Screening, Assessment, and Referrals (OSAR) quarterly regional collaborative meetings.
9. Adhere to Adolescent Program and Adult Program requirements and provisions as provided in the SUD Program Guide.
10. Ensure compliance with *Client Eligibility* requirements to include: Texas residence eligibility, Financial Eligibility, and clinical eligibility as specified in SUD Program Guide.
11. Grantee will develop a local agreement with Department of Family and Protective Services (DFPS) local offices to address referral process, coordination of services, and sharing of information as allowed per the consent and agreement form.
12. Adhere to *Memorandum of Understanding* requirements as stated in the SUD Program Guide.

B. Service Delivery

Grantee shall:

1. Adhere to the Federal and State Priority Populations for Treatment as stated in the SUD Program Guide.
2. Maintain *Daily Capacity Management Report* in CMBHS as required in the SUD Program Guide.
3. Maintain a *Waiting List* to track all eligible individuals who have been screened but cannot be admitted to SUD treatment immediately.
   a. Grantee that has an individual identified as a federal and State priority population on the waiting list shall confirm this in the Daily Capacity Management Report.
   b. Grantee shall arrange for appropriate services in another treatment facility or provide access to interim services as indicated within forty-eight (48) hours when efforts to refer to other appropriate services are exhausted.
   c. Grantee shall offer directly or through referral interim services to waitlisted individuals.
   d. Establish a wait list that includes priority populations and interim services while awaiting admission to treatment services.
   e. Develop a mechanism for maintaining contact with individuals awaiting admission.
4. If unable to provide admissions to individuals within the Federal and State Priority Populations for Treatment in accordance with the SUD Program Guide:
   a. Implement written procedures that address maintaining weekly contact with individuals waiting for admissions as well as what referrals are made when a Client cannot be admitted for services immediately.
   b. When Grantee cannot admit a Client, who is at risk for dangerous withdrawal, Grantee shall ensure that an emergency medical care provider is notified.

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c. Coordinate with an alternate provider for immediate admission;
d. Notify Substance Use Disorder (Substance_Use_Disorder@hhs.texas.gov) so that assistance can be provided that ensures immediate admission to other appropriate services and proper coordination when appropriate.
e. Provide pre-admission service coordination to reduce barriers to treatment, enhance motivation, stabilize life situations, and facilitate engagement in treatment.
f. Adhere to *Informed Consent Document for Opioid Use Disorder* applicable to individual as stated in the SUD Program Guide.
g. When an individual is placed on a waiting list, Grantee shall screen and document interim services as referrals that provides applicable testing, counseling, and treatment for Human Immunodeficiency Virus (HIV), tuberculosis (TB) and sexually transmitted infections (STIs).

C. Screening and Assessment

Grantee shall:

1. Comply with all applicable rules in the TAC for SUD Programs as stated in the SUD Program Guide *Information, Rules, and Regulations* section regarding Screening and Assessment.
2. When documenting a CMBHS SUD screening, Grantee shall conduct the screening in a confidential, face-to-face interview unless there is documented justification for an interview by phone.
3. Document Financial Eligibility in CMBHS as required in the SUD Program Guide.
4. Conduct and document a CMBHS SUD Initial Assessment with the Client to determine the appropriate levels of care for SUD treatment. The CMBHS assessment will identify the impact of substances on the physical, mental health, and other identified issues including TB, Hepatitis B and C, STIs, and HIV.
   a. If Client indicates risk for these communicable diseases, Grantee shall refer the Client to the appropriate community resources for further testing and counseling.
   b. If the Client is at risk for HIV, Grantee shall refer the Client to pre- and post-test counseling on HIV.
5. If the Client is living with HIV, Grantee will refer the Client to the appropriate community resources to complete the necessary referrals and health-related paperwork.
6. The assessment shall be signed by a Qualified Credential Counselor (QCC) and filed in the Client record within three (3) Service Days of admission or a Program may accept an evaluation from an outside entity if it meets the criteria for admission and was completed during the thirty (30) calendar days preceding admission. "Service Day" is defined in the SUD Program Guide.

D. Treatment Planning, Implementation, and Review

Grantee shall:

1. Comply with all applicable rules in the TAC for SUD Programs as stated in the SUD Program Guide *Information, Rules, and Regulations* section regarding treatment planning, implementation, and review.
2. Collaborate actively with Clients and family, when appropriate, to develop and implement an individualized written treatment plan that identifies services and support needed to address problems and needs identified in the assessment. The treatment plan shall document the expected length of stay and treatment intensity. Grantee shall use clinical judgment to assign a projected length of stay for each individual Client.
3. Document referral and referral follow up in CMBHS to the appropriate community resources based on the individual need of the Client.

E. Discharge

Grantee shall:

1. Comply with all applicable rules in the TAC for SUD Programs as stated in the SUD Program Guide *Information, Rules, and Regulations* section regarding discharge.
2. Develop and implement an individualized discharge plan with the Client to assist in sustaining Recovery.
3. Document in CMBHS the Client-specific information that supports the reason for discharge listed on the discharge report. A QCC shall sign the discharge summary. Appropriate referrals shall be made and documented in the Client record. A Client's treatment is considered successfully completed, if the following criteria are met:
   a. Client has completed the clinically recommended number of treatment units (either initially Projected or modified with clinical justification) as indicated in CMBHS; and
   b. All problems on the treatment plan have been addressed.
   c. Grantee shall use the treatment plan component of CMBHS to create a final and completed treatment plan version.
4. Problems designated as "treat" or "case manage" status shall have all objectives resolved prior to discharge:
   a. Problems that have been "referred" shall have associated documented referrals in CMBHS;
   b. Problems with "deferred" status shall be re-assessed. Upon successful discharge, all deferred problems shall be resolved, either through referral, withdrawal, treatment, or case management with clinical justification reflected in CMBHS, through the Progress Note and Treatment Plan Review Components; and
   c. "Withdrawn" problems shall have clinical justification reflected in CMBHS, through the Progress Note and Treatment Plan Review Components.

F. Additional Service Requirements

Grantee shall:

1. Comply with all applicable rules in the TAC for SUD Programs as stated in the SUD Program Guide *Information, Rules, and Regulations* section.
2. Deliver and provide access to services at times and locations that meet the needs of the target population. Provide or arrange for transportation to all required services not provided at Grantee's facility.

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3. Accept referrals from the OSAR.
4. Provide evidenced-based education at minimum on the following topics: TB, HIV, Hepatitis B and C, STIs/STDs, and health risks of tobacco and nicotine product use.
5. Provide Case Management as needed with documentation in CMBHS, as Case Management is essential to the ultimate success of the client.
6. Ensure client access to the full continuum of treatment services and shall provide sufficient treatment intensity to achieve treatment plan goals.
7. Provide all services in a culturally, linguistically, non-threatening, respectful and developmentally appropriate manner for clients, families, and/or significant others.
8. Provide trauma-informed services that address the multiple and complex issues related to violence, trauma, and substance use disorders.
9. Ensure that clients have the right to define their "families" broadly to include biological relatives, significant others, and be included in the SUD treatment process; Family counseling, Family Group, etc., of the Family Support Network group of components of the curriculum.
10. Ensure that clients and their family are referred to community support services.
11. Provide overdose prevention education to all clients.
12. Specific overdose prevention activities shall be conducted with clients with opioid use disorders and those clients that use drugs intravenously.
13. Directly provide or refer to community support services for overdose prevention and reversal education to all identified at risk clients prior to discharge. Grantee will document all overdose prevention and reversal education in CMBHS.
14. Ensure access to adequate and appropriate medical and psychosocial tobacco cessation treatment as follow:
    a. Assess all Clients for tobacco use and clients seeking to cut back or quit.
    b. If the Client indicates wanting assistance with cutting back or quitting, the Client will be referred to appropriate tobacco cessation treatment.
    c. Obtain parental consent, if applicable, to refer client for tobacco cessation materials.
15. Utilize HHSC as the payer of last resort if the client has other/outside funding available (i.e., wages, insurance, etc.).

SECTION III: STAFF COMPETENCY AND REQUIREMENTS

Grantee shall:

1. Ensure all personnel receive the training and supervision necessary to ensure compliance with HHSC rules, provision of appropriate and individualized treatment, and protection of client health, safety, and welfare.
2. Ensure that all direct care staff receive a copy of this Statement of Work and SUD Program Guide.
3. Ensure that all direct care staff review all policies and procedures related to the Program or organization on an annual basis.
4. Ensure compliance for *Personnel Practices and Development* with TAC and HHSC SUD Program Guide requirements.
5. Within ninety (90) business days of hire and prior to service delivery direct care staff shall have specific documented training on the following:
    a. Motivational Interviewing Techniques or Motivational Enhancement Therapy;
    b. Trauma-informed care;

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c. Cultural competency;
d. Harm reduction trainings;
e. HIPAA and 42 CFR Part 2 training; and
f. State of Texas co-occurring psychiatric and substance use disorder (COPSD) training located at the following website: www.centralizedtraining.com.

6. Ensure all direct care staff complete annual education on HIPAA and 42 CFR Part 2 training.
7. Ensure all direct care staff complete a minimum of ten (10) hours of training each State Fiscal Year in any of the following areas:
   a. Motivational Interviewing Techniques;
   b. Cultural competencies;
   c. Reproductive health education;
   d. Risk and harm reduction strategies;
   e. Trauma Informed Care; or
   f. Suicide prevention and intervention.
8. Individuals responsible for planning, directing, or supervising treatment services shall be QCCs.
9. Grantee shall have a clinical Program Director known as a "Program Director" with at least two (2) years of post-QCC licensure experience providing SUD treatment.
10. SUD counseling shall be provided by a QCC, or Chemical Dependency Counselor Intern. SUD education and life skills training shall be provided by counselors or individuals who have appropriate specialized education and expertise. All counselor interns shall work under the direct Supervision of a QCC.
11. Licensed Chemical Dependency Counselors shall recognize the limitations of their licensee's ability and shall not provide services outside the licensee's scope of practice of licensure or use techniques that exceed the person's license authorization or professional competence.
12. Develop a policy and procedure on staff training, available for HHSC review, to ensure that information is gathered from Clients in a respectful, nonthreatening, and culturally competent manner.
13. Adapt services and accommodate persons as appropriate to meet the needs of special populations.
14. Adhere to TAC requirements related to Additional Requirements for Adolescent Programs, as referenced in the SUD Program Guide, regarding direct care staff knowledge, skills, and abilities.
15. Ensure direct care staff in adolescent programs have the knowledge, skills, and abilities to provide services to adolescents, as they relate to the individual's job duties.
16. Demonstrate through documented training, credentials and/or experience that all direct care staff are proficient in areas pertaining to adolescent services, including but not limited to areas regarding: substance use, misuse and substance use disorder treatment specific to adolescent treatment; appropriate treatment strategies, including family engagement strategies; and emotional, developmental, and mental health issues for adolescents.
17. Choose and implement with fidelity one (1) of the following evidence-based models:
   a. Cannabis Youth Treatment Series (CYT); or
   b. Seeking Safety Treatment Series; or
   c. The Seven Challenges; or
   d. Grantee may choose to use additional models, practices, or curricula that are evidence-based and approved in writing by HHSC.

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SECTION IV: LEVELS OF CARE/SERVICE TYPES

A. OUTPATIENT TREATMENT SERVICES (ASAM Level 1 Outpatient Services)

Grantee shall:

1. Adhere to TAC requirements and SUD Program Guide for outpatient treatment services.
2. Adhere with all applicable rules in the TAC Additional Requirements for Adolescent Programs.
3. Document in CMBHS a discharge follow-up sixty (60) calendar days after discharge from the outpatient treatment services.

B. SUPPORTIVE RESIDENTIAL TREATMENT SERVICES (ASAM Level 3.1 Clinically Managed Low-Intensity Residential Services)

Grantee shall:

1. Adhere to TAC applicable supportive residential services requirements.
2. Adhere to SUD Program Guide for residential services.
3. Adhere with all applicable rules in the TAC Additional Requirements for Adolescent Programs.
4. Document a discharge follow-up sixty (60) calendar day after discharge from the residential treatment services in CMBHS.
5. Facilitate regular communication between an adolescent client and the client's family and shall not arbitrarily restrict any communications without clear individualized clinical justification documented in the client record.
6. Develop and implement written policy and procedures addressing notification of parents or guardians in the event an adolescent leaves a residential Program without authorization and have available for HHSC review.
7. For pregnant and parenting clients, Grantee shall address the needs of parents on the treatment plan either directly or through referral including but not limited to the following:
    a. Gender-specific parenting education;
    b. Reproductive health education and pregnancy planning;
    c. DFPS coordination;
    d. Family violence and safety;
    e. Fetal and child development;
    f. Current infant and child safety guidelines;
    g. Financial resource needs; and
    h. Any other needs of the Client's children.

C. INTENSIVE RESIDENTIAL TREATMENT SERVICES (ASAM Level 3.5 Clinically Managed High-Intensity Residential Services)

Grantee shall:

1. Adhere to TAC applicable intensive residential services requirements.
2. Adhere to SUD Program Guide for residential services.
3. Adhere with all applicable rules in the TAC Additional Requirements for Adolescent Programs.
4. Document a discharge follow-up sixty (60) calendar day after discharge from the residential treatment services in CMBHS.
5. Facilitate regular communication between an adolescent Client and the Client's family and shall not arbitrarily restrict any communications without clear, individualized, clinical justification documented in the Client record.
6. Develop and implement written Policy and Procedures addressing notification of parents or guardians in the event an adolescent leaves a residential Program without authorization and have available for HHSC review.
7. For pregnant and parenting Clients, Grantee shall address the needs of parents on the treatment plan either directly or through referral including but not limited to the following:
   a. Gender-specific parenting education;
   b. Reproductive health education and pregnancy planning;
   c. DFPS coordination;
   d. Family violence and safety;
   e. Fetal and child development;
   f. Current infant and child safety guidelines;
   g. Financial resource needs; and
   h. Any other needs of the Client's children.

SECTION V: CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (CMBHS) SYSTEM MINIMUM REQUIREMENTS

Grantee Shall:

1. Designate a Security Administrator and a back-up Security Administrator. The Security Administrator is required to implement and maintain a system for management of user accounts/user roles to ensure that all the CMBHS user accounts are current.
2. Establish and maintain a security policy that ensures adequate system security and protection of confidential information.
3. Notify the CMBHS Help-desk within ten (10) business days of any change to the designated Security Administrator or the back-up Security Administrator.
4. Ensure that access to CMBHS is restricted to only authorized users. Grantee shall, within twenty-four (24) hours, remove access to users who are no longer authorized to have access to secure data.

5. In addition to CMBHS Helpdesk notification, Grantee shall submit a signed CMBHS Security Attestation Form and a list of Grantee's employees, contracted laborers and subgrantee's authorized to have access to secure data. The CMBHS Security Attestation Form shall be submitted electronically on or before the 15th day of September and March 15th, to the designated folder in Globalscape EFT.

6. Attend System Agency training on CMBHS documentation.

SECTION VI: REPORTING REQUIREMENTS

Grantee shall submit required reports of monitoring activities to System Agency by the applicable due date outlined below. The following reports must be submitted to System Agency to GlobalScape EFT (https://sftp.hhs.texas.gov/) by the required due date and report name described in this section:

1. All communication to the SubstanceAbuse.Contracts@hhsc.state.tx.us mailbox must include Grantee's Contract Number, legal entity name, and purpose in the email subject line.

2. Grantee shall submit all documents listed in the below deliverables table in this section by the stated due date.

3. Grantee will note that if the due date falls on a weekend or holiday, then the report is due the following business day.

4. Grantee shall submit monthly invoices in Clinical Management for Behavioral Health Services (CMBHS) by the 15th of the following month.

5. Grantee shall submit annual Contract Closeout documentation on October 15th of each fiscal year, and a final contract closeout will be due October 15th of the final fiscal year of the Contract term.

6. Grantee shall submit a CMBHS Security Attestation Form, the form shall be submitted electronically on or before September 15th and March 15th to the to the designated folder in GlobalScape EFT.

7. Grantee will report the performance measures for the previous month's activities in CMBHS by the 15th of the current month.

8. Grantee's duty to submit documents will survive the termination or expiration of this Contract.

9. System Agency requires all deliverables, excluding the CMBHS deliverables, be submitted within Globalscape EFT. Grantee is required to maintain access to Gloabalscape EFT for the term of this contract.

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Requirement	Deliverable (Report Name)	Due Date	Submission System
Section V(4)	Claims in CMBHS	All claims must be entered monthly	CMBHS
Section V(5)	Closeout documents	Final closeout documents due October 15th each fiscal year.	GlobalScape
Section V(6)	CMBHS Security Attestation Form and list of authorized users	September 15th and March 15th annually	GlobalScape

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ATTACHMENT A-1
REVISED STATEMENT OF WORK SUPPLEMENTAL
(REVISED APRIL 2021)
TREATMENT OF YOUTH

A. CONTRACT INFORMATION

Vendor ID:	1756000590-034
Grantee Name:	City of Lubbock
Contract Number:	HHS000779500003
Contract Type	Treatment
Payment Method:	Fee-for-Service
DUNS Number:	058213893
Federal Award Identification Number (FAIN)	B08TI083054-01
Solicitation Document:	Exempt Government

B. SERVICE AREA

Services or activities will be provided to individuals from the following counties:

Region (1): Armstrong, Bailey, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Crosby, Dallam, Deaf Smith, Dickens, Donley, Floyd, Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Hutchinson, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Sherman, Swisher, Terry, Wheeler, Yoakum

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C. TARGET POPULATION

Youth Texas residents who meet *Client Eligibility* for System Agency-funded substance use disorder services as stated in the System Agency's SUD Program Guide.

D. RENEWALS

System agency may renew this contract for one (1) additional funding years, which is contingent on the availability of funds.

E. CONTACT INFORMATION

Name:	Bryan Hunter
Email:	Bryan.Hunter@hhsc.state.tx.us
Telephone:	(512) 206-5313
Address:	909 W 45th Street, Bldg. 555 (MC 2058)
City/Zip:	Austin TX 78751

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ATTACHMENT B-1
REVISED PROGRAM SERVICES & UNIT RATES
(REVISED APRIL 2021)

Grantee Name: City of Lubbock

Contract Number: HHS000779500003

A. Funding from the United States Health and Human Services (HHS) and the Substance Abuse and Mental Health Services Administration (SAMHSA) fund the System Agency Substance Use Disorder project(s), which includes this Contract.

B. The Assisted Listing Number (ALN) funds are listed as part of the System Agency allocated share.

1. The Assisted Listing Number for the Substance Abuse Prevention and Treatment (SAPT) Block Grant is 93.959
2. State General Revenue

C. Funding

1. System Agency Share total reimbursements will not exceed **$229,988.00** for the period from August 1, 2020 through August 31, 2024, as further specified in Article IV, Budget, of the Contract.

2. For each State Fiscal Year (FY) noted below in Section C(3)(a-e), Grantee shall provide a five percent (5%) match requirement as follows:

    a. Fiscal Year 2020, August 1, 2020 through August 31, 2020: $2,833.00
    b. Fiscal Year 2021, September 1, 2020 through August 31, 2021: $2,875.00
    c. Fiscal Year 2022, September 1, 2021 through August 31, 2022: $2,875.00
    d. Fiscal Year 2023, September 1, 2022 through August 31, 2023: $2,875.00
    e. Fiscal Year 2024, September 1, 2023 through August 31, 2024: $2,875.00

3. Total Contract Amounts, per fiscal year, including match, is documented below:

    a. Fiscal Year 2020, August 1, 2020 through August 31, 2021: $59,497.00
    b. Fiscal Year 2021, September 1, 2020 through August 31, 2021: $60,372.00
    c. Fiscal Year 2022, September 1, 2021 through August 31, 2022: $60,372.00
    d. Fiscal Year 2023, September 1, 2022 through August 31, 2023: $60,372.00

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e. Fiscal Year 2024, September 1, 2023 through August 31, 2024: $60,372.00

D. Grantee will submit claims for reimbursement to the System Agency through the Clinical Management for Behavioral Health Services (CMBHS) system monthly.

E. Except as indicated by the CMBHS financial eligibility assessment, Grantee shall accept reimbursement or payment from the System Agency as payment in full for services or goods provided to clients or participants, and Grantee may not seek additional reimbursement or payment for services or goods, to include benefits received from federal, state, or local sources, from clients or participants.

F. Grantee may request revisions to the approved distribution of funds budgeted in the Service Type/Capacity/Unit Rate Chart below by submitting a written request to the Assigned Contract Manager. This change is considered a minor administrative change and does not require an amendment. The System Agency shall provide written notification if the revision is approved; and the assigned Contract Manager will update CMBHS, as needed.

G. Any unexpended balance associated with any other System Agency Contract may not be applied to this System Agency Contract.

H. System Agency funded capacity is defined as the stated number of clients that will be concurrently served as determined by this Contract.

I. Clinic Numbers, a federally assigned number to a licensed facility, must be approved by the assigned Contract Manager before billing can occur. Clinic Change Request Form is located at: https://hhs.texas.gov/doing-business-hhs/provider- portals/behavioral-health-services-providers/substance-use-treatment-providers.

J. Service Types with no associated amount will be paid from the preceding Service Type with an associated amount.

K. In accordance with the 86th legislative Senate Bill 1 HHSC Rider 64, substance abuse treatment rates for services provided in July and August 2020 will be increased effective July 1, 2020. Grantee will be paid the service rates in effect prior to July 1, 2020 for the remainder of FY 2020. Beginning September 1, 2020, System Agency will extract paid claim data for services provided by Grantee during July and August 2020 and calculate the difference between Grantee's payment(s) using the pre-July 1, 2020 service rates versus the amended rates. System Agency will thereafter issue Grantee a final reconciliation payment for the difference between the two service rates. Grantee's FY 2020 payment(s) shall not exceed the total reimbursement amount stated in Section C(3) of this attachment.

L. The following Service Types, Capacity, and Unit Rates are approved and shall be delivered through this Contract:

SERVICE TYPE/CAPACITY/UNIT RATE CHART FY21 thru FY24

Service Type	Number Served	Capacity	Unit Rate	Amount
Youth Residential Intensive			$168.49	$0.00
Youth Intensive Residential Wraparound Services- Room & Board (Medicaid Youth)			$26.16	$0.00
Youth Residential Supportive			$106.74	$0.00
Youth Outpatient Individual	26	3	$60.69	$57,497.00
Youth Adolescent Support			$62.79	$0.00
Youth Outpatient Group Counseling			$29.30	$0.00
Youth Outpatient Group Education			$17.79	$0.00
Youth Adolescent Support – Medicaid Youth Wraparound			$62.79	$0.00
Youth Family Counseling			$78.49	$0.00
Youth Family Counseling – Medicaid Youth Wraparound – Parent Education Sessions			$78.49	$0.00
Youth Family Support			$78.49	$0.00
Youth Family Support – Medicaid Youth Wraparound			$78.49	$0.00
Youth Psychiatrist Consultation			$130.81	$0.00

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ATTACHMENT E (REVISED AUGUST 2021)

TEXAS
Health and Human Services

Health and Human Services Commission
Special Conditions

Version 1.3

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ATTACHMENT E (REVISED AUGUST 2021)

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The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Grant, Version 2.16.1.

If any provision contained in this HHSC Special Conditions is in conflict with, or inconsistent with the HHSC Uniform Terms and Conditions (UTC), the provision contained in the UTCs shall prevail. If any provision contained in this HHSC Special Conditions is in conflict with, or inconsistent with the Substance Use Disorder Utilization Management Guidelines (UM), the provision contained in the UM shall prevail.

ARTICLE I - SPECIAL DEFINITIONS

"Conflict of Interest" means a set of facts or circumstances, a relationship, or other situation under which Grantee, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Grantee's, or Subcontractor's ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Grantee or Subcontractor an unfair competitive advantage in future HHSC procurements.

"Grantee Agents" means Grantee's representatives, employees, officers, as well as any contractor or subgrantee's employees, contractors, officers, principals and agents.

"Data Use Agreement" means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

"Item of Noncompliance" means Grantee's acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Project; (3) represent a failure of Grantee to be responsive to a request of HHSC relating to the Project under the Contract.

"Minor Administrative Change" refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 4.01 of these Special Conditions.

"Other Confidential System Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Grantee; or that Grantee may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Project, which is not designated as Confidential Information in a Data Use Agreement.

"State" means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

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"Software" means all operating system and applications software used or created by Grantee to perform the work under the Contract.

"Third Party Software" refers to software programs or plug-ins developed by companies or individuals other than Grantee which are used in performance of the Project. It does not include items which are ancillary to the performance of the Project, such as internal systems of Grantee which were deployed by Grantee prior to the Contract and not procured to perform the Project.

"UTC" means the HHSC Uniform Terms and Conditions – Grant, Version 2.16.1.

ARTICLE II - GRANTEES PERSONNEL AND SUBCONTRACTORS

2.01 Qualifications

Grantee agrees to maintain the organizational and administrative capacity and capabilities to carry out all duties and responsibilities under the Contract. Grantee Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Grantee remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

2.02 Conduct and Removal

While performing the Project, Grantee Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Grantee Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Grantee with notice and documentation regarding its concerns. Upon receipt of such notice, Grantee must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Grantee Agent from performing the Project.

Any person employed by Grantee shall, at the written request of HHSC, and within HHSC's sole discretion, be removed immediately by Grantee from work relating to the Contract.

2.03 Contracts with Subcontractors

a. Grantee may enter into contracts with subcontractors unless restricted or otherwise prohibited in the Contract.
b. Grantees are prohibited from subcontracting with for-profit organizations under this Contract.
c. Prior to entering into a subcontract agreement equaling or exceeding $100,000, Grantee will

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obtain written approval from the System Agency.

d. Grantee will obtain written approval from System Agency before modifying any subcontract agreement to cause the agreement to exceed $100,000.
e. Grantee will establish written policies and procedures for competitive procurement and monitoring of subcontracts and will develop a subcontracting monitoring plan.
f. Grantee shall monitor subcontractors for both financial and programmatic performance and will maintain pertinent records.
g. Grantee shall submit quarterly monitoring reports to the System Agency in a format determined by the System Agency.
h. Grantee shall ensure that subcontracts are fully aware of the requirements placed upon them by state/federal statutes, rules, and regulations and by the provisions of this Contract.
i. Grantee shall ensure all subcontracts, must be in writing and include the following:
    1. Name and address of all parties and the subcontractor's Vendor Identification Number (VIN) or Employee Identification Number (EIN);
    2. Detailed description of the services to be provided;
    3. Measurable method and rate of payment and total not-to-exceed amount of the contract;
    4. Clearly defined and executable termination clause; and
    5. Beginning and ending dates that coincide with the dates of the Contract.
j. Grantee shall ensure and be responsible for the performance of the subcontractor(s).
k. Grantee shall not contract with a subcontractor, at any tier, that is debarred, suspended, or excluded from or ineligible for participation in federal assistance programs or if the subcontractor would be otherwise ineligible to abide by the terms of this Contract.

2.04 Status of Subcontractors

Grantees will require that all subcontractors certify that they are/have:

a. In good standing with all state and federal funding and regulatory agencies;
b. Not currently debarred, suspended or otherwise excluded from participation in federal grant programs;
c. Not delinquent on any repayment agreements;
d. Not had a required license or certification revoked;
e. Not ineligible under the terms of the Contract; and
f. Not had a System Agency contract terminated for cause.

2.05 Incorporation of Terms in Subcontracts

a. Grantee will include in all its contracts with subrecipient subcontractors and solicitations for subrecipient subcontracts, without modification (except as required to make applicable to the subcontract):
    1. Statement of Work
    2. Uniform Terms and Conditions
    3. Special Conditions
    4. Federal Assurances and Certifications
    5. Non-Exclusive List of Applicable Laws
    6. A provision granting to the System Agency, State Auditor's Office (SAO), Office of Inspector General (OIG), and the Comptroller General of the United States, and any of

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their representatives, the right of access to inspect the work and the premises on which any work is performed, and the right to audit the subcontractor.

b. Grantee will ensure that all written agreements with subcontractors incorporate the terms of this Contract so that all terms, conditions, provisions, requirements, duties and liabilities under this Contract applicable to the services provided or activities conducted by a subcontractor are passed down to that subcontractor.

c. No provision of this Contract creates privity of contract between the System Agency and any subcontractor of Grantee.

2.06 Notice of Legal Matter or Litigation

Grantee will send notice to the Substance Use Disorder (SUD) email box, SubstanceAbuse.Contracts@hhsc.state.tx.us of any litigation or legal matter related to or affecting this Contract within seven calendar days of becoming aware of the litigation or legal matter.

2.07 Unilateral Amendment

The System Agency reserves the right to amend this Contract through execution of a unilateral amendment signed by the contract manager for this Contract and provided to the Grantee with ten days notice prior to execution of the amendment under the following circumstances to:

a. To comply with a court order or judgment
b. Incorporate new or revised federal or state laws, regulations, rules or policies
c. Correct an obvious clerical error in this Contract;
d. Change the name of the Contractor in order to reflect the Contractor's name as recorded by the Texas Secretary of State.
e. To correct the name, mailing address, or contact information for persons named in the Contract;
f. To update service descriptions or rates (if applicable);

ARTICLE III - CONFIDENTIALITY

3.01 Confidential System Information

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Grantee and all Grantee Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the Project or the proper discharge of obligations and

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securing of rights under the Contract. Grantee will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Grantee, including information requested to do so by HHSC, will be in accordance with the Contract. If Grantee receives a request for Other Confidential Information, Grantee will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Grantee will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Grantee. Grantee will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Grantee all damages and liabilities caused by or arising from Grantee or Grantee Agents' failure to protect HHSC's Other Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE UTC, GRANTEE WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS) CAUSED BY OR ARISING FROM GRANTEE OR GRANTEE AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. GRANTEE WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE IV - MISCELLANEOUS PROVISIONS

4.01 Minor Administrative Changes

System Agency is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the Project or the Contract that do not increase the fees or term. Upon approval of a Minor Administrative Change, HHSC and Grantee will maintain written notice that the change has been accepted in their Contract files.

4.02 Conflicts of Interest

Grantee warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Grantee or Grantee Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Grantee will, and require Grantee Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or Organizational Conflict of Interest, or

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for personal gain. Grantee and Grantee Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Grantee agrees that, if after Grantee's execution of the Contract, Grantee discovers or is made aware of a Conflict of Interest, Grantee will immediately and fully disclose such interest in writing to HHSC. In addition, Grantee will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Grantee or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Grantee agrees to abide by HHSC's decision.

If HHSC determines that Grantee was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas

4.03 Flow Down Provisions

Grantee must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

4.04 Disaster Declarations

In the event of a local, state, or federal emergency, including natural, pandemics, man- made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster declared by the appropriate federal official, Grantee may be called upon to assist the System Agency in providing the following services:

a. Expand, increase, or modify service delivery in impacted areas;
b. Community evacuation;
c. Health and medical assistance;
d. Assessment of health and medical needs;
e. Health surveillance;
f. Medical care personnel;
g. Health and medical equipment and supplies;
h. Patient evacuation;
i. In-hospital care and hospital facility status;
j. Food, drug and medical device safety;
k. Worker health and safety;
l. Mental health and substance abuse;
m. Public health information;
n. Vector control and veterinary services; and
o. Victim identification and mortuary services.

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Disaster related services may not commence, or expenditures incurred, until System Agency provides Grantee with a written Notification to Proceed. The contract may be amended to incorporate additional funds and performance or reporting requirements to support disaster services in the event services must be expanded, increased, or modified.

ARTICLE V - LEGACY PROVISIONS

5.01 Notice of a Contract Action

Grantee will send notice to the Substance Use Disorder (SUD) email box, SubstanceAbuse.Contracts@hhsc.state.tx.us if Grantee has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five business days of becoming aware of the action and include the following:

a. Reason for such action;
b. Name and contact information of the local, state or federal department or agency or entity;
c. Date of the contract;
d. Date of suspension or termination; and
e. Contract or case reference number.

5.02 Notice of IRS or TWC Insolvency

Grantee will send notice to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us, of its insolvency, incapacity or outstanding unpaid obligations of Grantee to the Internal Revenue Service (IRS), Texas Workforce Commission (TWC), the State of Texas, or any agency or political subdivision of the State of Texas within five days of the date of Grantee's becoming aware of such.

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5.03 Notice of Criminal Activity and Disciplinary Actions

a. Grantee shall immediately send notice to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us when the Grantee learns of or has any reason to believe it or any person with ownership or controlling interest in the organization/business, or their agent, employee, subcontractor or volunteer that is providing services under this Contract has:
   1. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
   2. Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.

b. Grantee shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

5.04 Child Abuse Reporting Requirement

Grantee shall:

a. comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.
b. develop, implement and enforce a written policy that includes at a minimum the System Agency's Child Abuse Screening, Documenting, and Reporting Policy for Grantees/Providers and train all staff on reporting requirements.
   c. use the System Agency Child Abuse Reporting Form located at https://www.dfps.state.tx.us/Contact_Us/report_abuse.asp as required by the System Agency.
d. retain reporting documentation on site and make it available for inspection bythe System Agency.

5.05 Abuse, Neglect, Exploitation

Grantee shall;

a. take all steps necessary, to protect the health, safety and welfare of its clients and participants.
b. develop and implement written policies and procedures for abuse, neglect and exploitation.
c. notify appropriate authorities of any allegations of abuse, neglect, or exploitation as required by 25 TAC § 448.703.

5.06 Grantee's Notification of Change of Contact Person or Key Personnel

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Within 10 business days, Grantee will submit notice to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us and Substance_Use_Disorder@hhsc.state.tx.us of any change in the Grantee's Contact Persons or Key Personnel.

5.07 Notice of Organizational Change

Grantee will submit notice to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us and Substance_Use_Disorder@hhsc.state.tx.us within 10 business days of any change to Grantee's name, contact information, organizational structure, such as merger, acquisition, or change in form of business, legal standing, or authority to do business in Texas.

5.08 Significant Incidents

In addition to notifying the appropriate authorities, Grantee will submit notice to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us and Substance_Use_Disorder@hhsc.state.tx.us significant incidents involving substantial disruption of Grantee's program operation or affecting or potentially affecting the health, safety or welfare of the System Agency funded clients or participants within three calendar days of discovery.

5.09 Responsibilities and Restrictions Concerning Governing Body, Officers and Employees

Grantee and its governing body shall:

a. Bear full responsibility for the integrity of the fiscal and programmatic management of the organization.
b. Be accountable for all funds and materials received from the System Agency. The responsibility of Grantee's governing body will also include accountability for compliance with the System Agency Rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and the System Agency's monitoring processes.
c. Ensure separation of powers, duties, and functions of governing body members and staff. No member of Grantee's governing body, or officer or employee of Grantee will vote for, confirm or act to influence the employment, compensation or change in status of any person related within the second degree of affinity or the third degree of consanguinity (as defined in Texas Government Code Chapter 573) to the member of the governing body or the officer or any employee authorized to employ or supervise such person. This prohibition does not prohibit the continued employment of a person who has been continuously employed for a period of two years prior to the election, appointment or employment of the officer, employee, or governing body member related to such person in the prohibited degree. These restrictions also apply to the governing body, officers, and employees of Grantee's subcontractors.

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5.10 Direct Operation

System Agency may temporarily assume operations of a Grantee's program or programs funded under this Contract when the continued operation of the program by Grantee puts at risk, the health or safety of clients and/or participants served by Grantee.

5.11 Interim Extension Amendment

a. Prior to or on the expiration date of this Contract, the Parties agree that this Contract can be extended as provided under this Section.

b. The System Agency will provide written notice of interim extension amendment to the Grantee under one of the following circumstances:
   1. Continue provision of services in response to a disaster declared by the governor; or
   2. To ensure that services to clients continue without interruption.

c. The System Agency will provide written notice of the interim extension amendment that specifies the reason and length of time for the extension.

d. Grantee will provide and invoice for services in the same manner as stated in the Contract.

e. An interim extension under Section (b)(1) above will extend the term of the contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.

f. An interim extension under Section (b)(2) above will be a one-time extension for time determined by the System Agency.

5.12 Medical Records Retention

Grantee will:

a. Retain medical records in accordance with 22 TAC §165.1(b) or other applicable statutes, rules and regulations governing medical information.

b. Retain and preserve records in accordance with applicable state and federal statutes, rules and regulations.

c. Maintain all non-financial records that are generated or collected by Grantee under the provisions of this Contract for a period of at least seven years after the termination of this Contract.

d. Retain the records in accordance with the federal retention period, if the federal retention period for services funded through Medicaid is more than seven years

e. Retain all records pertaining to this Contract that are the subject of litigation or an audit until the litigation has ended or all questions pertaining to the audit areresolved.

f. Include this provision concerning records retention in any subcontract it awards.

g. Ensure that records relating to this Contract are securely stored and are accessible by the System Agency upon System Agency's request for at least seven years from the date Grantee ceases business or from the date this Contract terminates, whichever is sooner.

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h. Provide and update as necessary, the name and address of the party responsible for storage of records to the SUD emailbox, SubstanceAbuse.Contracts@hhsc.state.tx.us.

5.13 Grantee's Certification of Meeting or Exceeding Tobacco-Free Workplace Policy Minimum Standards

Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

a. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;

b. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Contract are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;

c. Applying to all employees and visitors in this designated area; and

d. Providing for or referring its employees to tobacco use cessation services.

If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

5.14 Electronic and Information Resources Accessibility and Security Standards

a. **Applicability:**

The following Electronic and Information Resources (EIR) requirements apply to the Contract because the Grantee performs services that include EIR that the System Agency's employees are required or permitted to access or members of the public are required or permitted to access.

This Section does not apply to incidental uses of EIR in the performance of the Agreement, unless the Parties agree that the EIR will become property of the State of Texas or will be used by HHSC's clients or recipients after completion of the Agreement.

Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a Product.

b. **Definitions:**

"Accessibility Standards" means accessibility standards and specifications for Texas agency and institution of higher education websites and EIR set forth in 1 TAC Chapter 206 and/or Chapter 213.

"**Electronic and Information Resources**" means information resources, including information resources technologies, and any equipment or interconnected system of

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equipment that is used in the creation, conversion, duplication, or delivery of data or information. The term includes telephones and other telecommunications products, information kiosks, transaction machines, Internet websites, multimedia resources, and office equipment, including copy machines and fax machines.

"Electronic and Information Resources Accessibility Standards" means the accessibility standards for electronic and information resources contained in 1 Texas Administrative Code Chapter 213.

"Product" means information resources technology that is, or is related to EIR.

"Web Site Accessibility Standards/Specifications" means standards contained in Volume 1 Tex. Admin. Code Chapter 206(c) Accessibility Requirements. Under Tex. Gov't Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, the System Agency must procure Products and services that comply with the Accessibility Standards when those Products are available in the commercial marketplace or when those Products are developed in response to a procurement solicitation. Accordingly, Grantee must provide electronic and information resources and associated Product documentation and technical support that comply with the Accessibility Standards.

c. **Evaluation, Testing, and Monitoring**

1. The System Agency may review, test, evaluate and monitor Grantee's Products and services, as well as associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a contract. Testing and monitoring may include user acceptance testing. Neither the review, testing (including acceptance testing), evaluation or monitoring of any Product or service, nor the absence of review, testing, evaluation or monitoring, will result in a waiver of the State's right to contest the Grantee's assertion of compliance with the Accessibility Standards.
2. Grantee agrees to cooperate fully and provide the System Agency and its representatives timely access to Products, records, and other items and information needed to conduct such review, evaluation, testing, and monitoring.

d. **Representations and Warranties**

1. Grantee represents and warrants that:
   i. As of the Effective Date of the Contract, the Products and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the Agreement, unless and to the extent the Parties otherwise expressly agree in writing; and
   ii. If the Products will be in the custody of the state or a System Agency's client or recipient after the Contract expiration or termination, the Products will continue to comply with Accessibility Standards after the expiration or termination of the Contract Term, unless the System Agency or its clients or recipients, as applicable, use the Products in a manner that renders it noncompliant.

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2. In the event Grantee becomes aware, or is notified that the Product or service and associated documentation and technical support do not comply with the Accessibility Standards, Grantee represents and warrants that it will, in a timely manner and at no cost to the System Agency, perform all necessary steps to satisfy the Accessibility Standards, including remediation, replacement, and upgrading of the Product or service, or providing a suitable substitute.
   i. Grantee acknowledges and agrees that these representations and warranties are essential inducements on which the System Agency relies in awarding this Contract.
   ii. Grantee's representations and warranties under this subsection will survive the termination or expiration of the Contract and will remain in full force and effect throughout the useful life of the Product.

e. **Remedies**

1. Under Tex. Gov't Code § 2054.465, neither the Grantee nor any other person has cause of action against the System Agency for a claim of a failure to comply with Tex. Gov't Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.
2. In the event of a breach of Grantee's representations and warranties, Grantee will be liable for direct, consequential, indirect, special, or liquidated damages and any other remedies to which the System Agency may be entitled under this Contract and other applicable law. This remedy is cumulative of any other remedies to which the System Agency may be entitled under this Contract and other applicable law.

5.15 Equipment, Supplies and Property

a. **Equipment.**

Equipment is defined as tangible personal property having a useful lifetime of more than one year and a per-unit acquisition cost that exceeds $5,000 or more.

Grantee will:

1. inventory all equipment and report the inventory on the Grantees Property Inventory Form.
2. initiate the purchase of all equipment, approved in writing by the System Agency, in the first quarter of the Contract or Contract term, as applicable. Failure to initiate purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter in the Contract must be submitted to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us.

b. **Equipment List.**

1. All items of equipment to be purchased with funds under this Contract must be itemized in Grantee's equipment list as finally approved by the System Agency in the executed Contract.

The equipment list must include:

i. Description of the property;
ii. Serial number or other identification number;

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iii. Source of funding for the property (including the Federal Assistance Identification Number);
iv. Who holds title,
v. Acquisition date and cost of the property;
vi. Percentage of Federal participation in the project costs for the Federal award under which the property was acquired;
vii. Location use and condition of the property; and
viii. Any ultimate disposition data including the date of disposal and sale price of property.

2. Any changes to the approved equipment list in this Contract must be approved in writing by the System Agency prior to the purchase of equipment.

3. Grantee will submit to the assigned contract manager, a written description including complete product specifications and need justification prior to purchasing any item of unapproved equipment. If approved, the System Agency will acknowledge its approval by means of a written amendment.

c. **Supplies.**

1. Supplies are defined as consumable items necessary to carry out the services under this Contract including medical supplies, drugs, janitorial supplies, office supplies, patient educational supplies, software, and any items of tangible personal property other than those defined as equipment above.
2. Tangible personal property includes controlled assets, including firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of $500 or more, but less than $5,000, which includes desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment are also considered Supplies.
3. Prior approval by the System Agency of the purchase of Controlled Assets is not required, but such purchases must be reported on the Grantees Property Inventory Form.

d. **Property Inventory and Protection of Assets.**

Grantee shall:

1. maintain an inventory of equipment, supplies defined as controlled assets, and property described in this Contract and submit to the assigned contract manager, upon request.

2. maintain, repair, and protect assets under this Contract to assure their full availability and usefulness.

3. if Grantee is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided or obtained under this Contract, use the proceeds to repair or replace those assets.

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e. **Assets as Collateral Prohibited.**
Grantees will not encumber equipment purchased with System Agency funds without prior written approval from the System Agency.

f. **Bankruptcy.**

1. In the event of bankruptcy, Grantee will;
   i. sever the System Agency property, equipment, and supplies in possession of Grantee from the bankruptcy, and title must revert to the System Agency.
   ii. when directed by the System Agency, return all such property, equipment and supplies to the System Agency.
   iii. ensure that its subcontracts, if any, contain a specific provision requiring that in the event of the subcontractor's bankruptcy, the subcontractor must sever the System Agency property, equipment, and supplies in possession of the subcontractor from the bankruptcy, and title must revert to the System Agency, who may require that the property, equipment and supplies be returned to the System Agency.

g. **Title to Property**

At the expiration or termination of this Contact for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to System Agency. Title may be transferred to any other party designated by System Agency. The System Agency may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.

h. **Disposition of Property**

1. Grantee will follow the procedures in the American Hospital Association's(AHA) "Estimated Useful Lives of Depreciable Hospital Assets" in disposing, at any time during or after the Contract term, of equipment purchased with the System Agency funds, except when federal or state statutory requirements supersede or when the equipment requires licensure or registration by the state, or when the acquisition price of the equipment is equal to or greater than $5,000.

2. All other equipment not listed in the AHA reference (other than equipment that requires licensure or registration or that has an acquisition cost equal to or greater than $5,000) will be controlled by the requirements of UGMS.

3. If, prior to the end of the useful life, any item of equipment is no longer needed to perform services under this Contract, or becomes inoperable, or if the equipment requires licensure or registration or had an acquisition price equal to or greater than $5,000, Grantee will request disposition approval and instructions in writing from the contract manager assigned to this Contract.

4. After an item reaches the end of its useful life, Grantee will ensure that disposition of any equipment is in accordance with Generally Accepted Accounting Principles, and any applicable federal guidance.

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i. **Closeout of Equipment**

1. At the end of the term of a Contract that has no additional renewals or that will not be renewed (Closeout), or when a Contract is otherwise terminated, Grantee will submit to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us an inventory of equipment purchased with System Agency funds and request disposition instructions for such equipment.

2. All equipment purchased with System Agency funds must be secured by Grantee at the time of Closeout, or termination of this Contract, and must be disposed of according to the System Agency's disposition instructions, which may include return of the equipment to System Agency or transfer of possession to another System Agency Grantee, at Grantee's expense.

j. **Insurance.**

In addition to the Insurance provision of the Uniform Terms and Conditions, Grantee shall:

1. Maintain insurance or other means of repairing or replacing assets purchased with System Agency funds.
2. Repair or replace with comparable equipment any such equipment not covered by insurance that is lost, stolen, damaged or destroyed. If any insured equipment purchased with System Agency funds is lost, stolen, damaged or destroyed.
3. Notify the contract manager assigned to this Contract within 5 business days of learning of the loss, to obtain instructions whether to submit and pursue an insurance claim.
4. Use any insurance proceeds to repair the equipment or replace the equipment with comparable equipment or remit the insurance proceeds to System Agency.

k. **Travel**

The System Agency's travel policy will apply to all travel reimbursement if Grantee does not have a formal Travel Policy. If Grantee has a formal Travel Policy, Grantee shall:

1. Submit Grantee's formal travel policy to be approved by the assigned contract manager.
2. Ensure travel policy specifies reimbursement limits for meals, lodging, and the mileage rate.
3. Ensure all travel costs are reasonable and necessary.
4. Ensure all out-of-state travel is approved by the assigned contract manager prior to travel.
5. Submit all out-of-state travel requests to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us, at least, thirty (30) days prior to travel.

l. **Management and Control Systems**

Grantee will:

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1. Maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met during the term of the contract through the completion of the closeout procedures.
2. Develop, implement, and maintain financial management and control systems that meet or exceed the requirements of Uniform Statewide Accounting System (UGMS). Those requirements and procedures include, at a minimum, the following:
   i. Financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs;
   ii. Financial management systems that include accurate accounting records that are accessible and identify the source and application of funds provided under each Contract of this Contract, and original source documentation substantiating that costs are specifically and solely allocable to a Contract and its Contract and are traceable from the transaction to the general ledger;
   iii. Effective internal and budgetary controls;
   iv. Comparison of actual costs to budget; determination of reasonableness, allowableness, and allocability of costs;
   v. Timely and appropriate audits and resolution of any findings;
   vi. Billing and collection policies; and
   vii. Mechanism capable of billing and making reasonable efforts to collect from clients and third parties.

m. **Property Acquisitions**

System Agency funds must not be used to purchase buildings or real property. Any costs related to the initial acquisition of the buildings or real property are not allowable.

n. **Condition Precedent to Requesting Payment**

Grantee will disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting cash payments including any advance payments from the System Agency.

o. **Overtime Compensation.**

1. Except as provided in this section, Grantee will be responsible for any obligations of premium overtime pay due employees. Premium overtime pay is defined as any compensation paid to an individual in addition to the employee's normal rate of pay for hours worked in excess of normal working hours.
2. Funds provided under this Contract may be used to pay the premium portion of overtime only under the following conditions:
   i. With the prior written approval of System Agency;
   ii. Temporarily, in the case of an emergency or an occasional operational bottleneck;
   iii. When employees are performing indirect functions, such as administration, maintenance, or accounting;
   iv. In performance of tests, laboratory procedures, or similar operations that are

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continuous in nature and cannot reasonably be interrupted or otherwise completed; or

v. When lower overall cost to System Agency will result.

p. **Fidelity Bond**

For the benefit of System Agency, Grantee is required to carry a fidelity bond or insurance coverage equal to the amount of funding provided under this Contract up to $100,000 that covers each employee of Grantee handling funds under this Contract, including person(s) authorizing payment of such funds.

1. The fidelity bond or insurance must provide for indemnification of losses occasioned by any fraudulent or dishonest act or acts committed by any of Grantee's employees, either individually or in concert with others, and/or failure of Grantee or any of its employees to perform faithfully his/her duties or to account properly for all monies and property received by virtue of his/her position or employment. The bond or insurance acquired under this section must include coverage for third party property.
2. Grantee will notify, and obtain prior approval from, the System Agency Contract Oversight and Support Section before settling a claim on the fidelity bond or insurance.

q. **Liability Coverage.**

For the benefit of System Agency, Grantee will at all times maintain liability insurance coverage, referred to in Tex. Gov. Code § 2261.102, as "director and officer liability coverage" or similar coverage for all persons in management or governing positions within Grantee's organization or with management or governing authority over Grantee's organization (collectively "responsible persons").

Grantee will:

1. maintain copies of liability policies on site for inspection by System Agency and will submit copies of policies to System Agency upon request.
2. maintain liability insurance coverage in an amount not less than the total value of this Contract and that is sufficient to protect the interests of System Agency in the event an actionable act or omission by a responsible person damages System Agency's interests.
3. notify, and obtain prior approval from, the System Agency Contract Oversight and Support Section before settling a claim on the insurance.

r. **Quality Management.**

Grantee shall:

1. Comply with quality management requirements as directed by the System Agency.
2. Develop and implement a Quality Management Plan (QMP) that conforms with 25 TAC § 448.504 and make the QMP available to System Agency upon request. The QMP must be developed no later than the end of the first quarter of the Contract term.

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3. Update and revise the QMP each biennium or sooner, if necessary. Grantee's governing body will review and approve the initial QMP, within the first quarter of the Contract term, and each updated and revised QMP thereafter. The QMP must describe Grantee's methods to measure, assess, and improve -
   i. Implementation of evidence-based practices, programs and research-based approaches to service delivery;
   ii. Client/participant satisfaction with the services provided by Grantee;
   iii. Service capacity and access to services;
   iv. Client/participant continuum of care; and
   v. Accuracy of data reported to the state.
4. Participate in continuous quality improvement (CQI) activities as defined and scheduled by the state including, but not limited to data verification, performing self-reviews; submitting self-review results and supporting documentation for the state's desk reviews; and participating in the state's onsite or desk reviews.
5. Submit plan of improvement or corrective action plan and supporting documentation as requested by System Agency.
6. Participate in and actively pursue CQI activities that support performance and outcomes improvement.
7. Respond to consultation recommendations by System Agency, which may include, but are not limited to the following:
   i. Staff training;
   ii. Self-monitoring activities guided by System Agency, including use of quality management tools to self-identify compliance issues; and
   iii. Monitoring of performance reports in the System Agency electronic clinical management system.

s. **Abuse, Neglect, Exploitation.**

Grantee shall:

1. Take all steps necessary, to protect the health, safety and welfare of its clients and participants.
2. Develop and implement written policies and procedures for abuse, neglect and exploitation.
3. Notify appropriate authorities of any allegations of abuse, neglect, or exploitation as required by 25 TAC § 448.703.

t. **Persons on Probation or Parole.**

Grantee will:

1. Develop and implement written policies and procedures that address the delivery of services by employees, subcontractors, or volunteers on probation or parole.
2. Notify the contract manager assigned to the Contract immediately of any of its employees, volunteers or subcontractors who are on parole or probation if the employee, volunteer, or subcontractor provides or will provide direct client or participant services or who has or may have direct contact with clients or participants.
3. Maintain copies of all notices required under this section for System Agency

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review.

u. **Personnel Requirements and Documentation.**

Grantee shall:

1. Maintain current personnel documentation on each employee. All documents must be factual and accurate. Health-related information must be stored separately with restricted access as appropriate under Tex. Gov. Code §552.102. Training records may be stored separately from the main personnel file but must be easily accessible upon request. Required documentation includes the following, as applicable:
   i. A copy of the current job description signed by the employee;
   ii. Application or resume with documentation of required qualifications and verification of required credentials;
   iii. Verification of work experience;
   iv. Annual performance evaluations;
   v. Personnel data that includes date hired, rate of pay, and documentation of all pay increases and bonuses;
   vi. Documentation of appropriate screening and/or background checks, to include probation or parole documentation;
   vii. Signed documentation of initial and other required training; and
   viii. Records of any disciplinary actions.
2. Document authentication must include signature, credentials when applicable, and date. If the document relates to past activity, the date of the activity must also be recorded. Documentation must be permanent and legible. When it is necessary to correct a required document, the error must be marked through with a single line, dated, and initialed by the writer.

5.16 Clinical Management for Behavioral Health Services (CMBHS) System

The CMBHS is the official record of documentation by System Agency.

Grantee shall:

1. Request access to CMBHS via the CMBHS Helpline at (866) 806-7806.
2. Use the CMBHS time frames specified by System Agency.
3. Use System Agency-specified functionality of the CMBHS in its entirety.
4. Submit all bills and reports to System Agency through the CMBHS, unless otherwise instructed.

a. **Resources**

Grantee shall ensure that Grantee's employees have appropriate Internet access and an adequate number of computers of sufficient capabilities to use the CMBHS. Equipment purchased with System Agency funds must be inventoried, maintained in working order, and secured.

b. **Security Administrator and Authorized Users**

Grantee shall:

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1. Designate a Security Administrator and a back-up Security Administrator. The Security Administrator is required to implement and maintain a system for management of user accounts/user roles to ensure that all the CMBHS user accounts are current.
2. Have a security policy that ensures adequate system security and protection of confidential information.
3. Notify the CMBHS Help-desk within ten (10) business days of any change to the designated Security Administrator or the back-up Security Administrator.

Grantee will:

i. Ensure that access to CMBHS is restricted to only currently authorized users.
ii. Within 24 hours, remove access to users who are no longer authorized to have access to secure data in CMBHS.
iii. Maintain the CMBHS Authorized Users List which includes former and current Grantee's employees, contracted labor, subcontractors or any other users authorized to have access to secure data in CMBHS. The CMBHS Authorized Users List shall document whose authority has been added and terminated; and the date the authority was added and terminated.

4. Submit the CMBHS Security Attestation Form and the CMBHS Authorized Users List as stated in Attachment A, to the following e-mail address: SubstanceAbuse.Contracts@hhsc.state.tx.us.
5. Continually maintain the current CMBHS Authorized Users List on file and make available to System Agency upon request within five business days.
6. Immediately block access to CMBHS of any person who should no longer have access to CMBHS, due to severance of employment with Grantee or otherwise,
   i. immediately modify access when there is a change in a user's job responsibilities that affects the user's need for access to CMBHS,
   ii. update records on a daily basis to reflect any changes in account status.

c. **Security Violations and Accounts Updates.**
Grantee will adhere to the Confidentiality Article requirements and HHS Data Usage Agreement of this contract and immediately contact System Agency if a security violation is detected, or if Grantee has any reason to suspect that the security or integrity of the CMBHS data has been or may be compromised in any way.

d. **Electronic Transfer of Information.**
Grantee will establish and maintain adequate internal controls, security, and oversight for the approval and electronic transfer of information regarding payments and reporting requirements. Grantee certifies that the electronic payment requests and reports transmitted will contain true, accurate, and complete information.

e. **Access.**
System Agency reserves the right to limit or deny access, to the CMBHS by Grantee, at any time for any reason deemed appropriate by System Agency. Grantee access to CMBHS will be placed in inactive status when theGrantee ceases to have an executed contract with System Agency Mental Health and Substance Abuse Division.

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f. **Customer Support and Training.**
System Agency will provide support for the CMBHS, including problem tracking and problem resolution. System Agency will provide telephone numbers for Grantees to obtain access to expert assistance for CMBHS-related problem resolution. System Agency will provide initial CMBHS training. Grantee shall provide subsequent ongoing end-user training.

5.17 HIV/AIDS Model Workplace Guidelines

Grantee shall:

a. Implement the System Agency's policies based on the Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS), AIDS Model Workplace Guidelines for Businesses at http://www.dshs.state.tx.us/hivstd/policy/policies.shtm, State Agencies and State Grantees Policy No. 090.021.

b. Educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Texas. Health & Safety Code §§ 85.112-114.

5.18 Medicaid Enrollment

Treatment Grantees shall enroll as a provider with Texas Medicaid and Healthcare Partnership (TMHP) and all Medicaid Managed Care organizations in Grantee's service region within the first quarter of this procurement term and maintain through the procurement term.

5.19 Billing for Treatment and Payment Restrictions

Grantees shall:

a. Bill for only one intensity of service and service type (either outpatient or residential) per client per day

b. Not bill for an intensity of service and service type if another System Agency-funded Treatment Grantee is providing and billing System Agency for another intensity of service and service type.

c. The following are the exceptions to Item (b):
A client may receive the following services at the same time the client receives SUD outpatient or residential treatment services:
a. Co-occurring psychiatric / substance use disorder services,
b. Ambulatory detoxification, or
c. Opioid substitution therapy services.

d. If two Grantees provide services to the same client under this exception, the Grantees must coordinate services and both Grantees must document the service coordination in CMBHS.

5.20 Persons on Probation or Parole.

Grantee shall;

a. Develop and implement written policies and procedures that address the delivery of

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services by employees, subcontractors, or volunteers on probation or parole.

b. Submit to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us, notice of any of its employees, volunteers or subcontractors who are on parole or probation if the employee, volunteer, or subcontractor provides or will provide direct client or participant services or who has or may have direct contact with clients or participants.

c. Maintain copies of all notices required under this section for System Agency review.

d. Ensure that any person who is on probation or parole is prohibited from performing direct client/participant services or from having direct contact with clients or participants until authorized by System Agency.

5.21 Substance Abuse Block Grant (SABG) Requirements

Grantee will comply with the requirements of the SABG, including the restrictions on expenditure of grant funds, stated in 45 CFR § 96.135 and the Notice of Grant Award:

The State shall not expend the Block Grant on the following activities:

a. To provide inpatient hospital services, except as provided in paragraph (c) of this section;

b. To make cash payments to intended recipients of health services;

c. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;

d. To satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds;

e. To provide financial assistance to any entity other than a public or nonprofit private entity; or

f. To provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for AIDS.

5.22 Match and Program Income

Grantee shall:

a. Contribute match that is, at minimum, the percentage, stated on Attachment B, of Total System Agency Share unless otherwise stated on Attachment B.

b. Report match on each Financial Status Report (FSR) or Quarterly Match Report, including description, source, and dollar amount in the FSR comment section for the non-System Agency funding and in-kind contributions for the program or as directed by System Agency.

c. Adhere to the Program Income requirements in Uniform Grants Management Standards (UGMS).

d. Not use program income as match without prior approval of the contract manager assigned to the Contract.

e. If the match ratio requirement is not met by the beginning of the last three months of

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the term of the Contract, System Agency may withhold or reduce payments to satisfy match insufficiency or demand a refund of the amount of the match insufficiency.

5.23 Contract Reconciliation

Grantee, within 45 calendar days after the end of each fiscal term year, will submit to the System Agency email box, SubstanceAbuse.Contracts@hhsc.state.tx.us, financial and reconciliation reports required by System Agency in forms as determined by System Agency.

5.24 Breach of Contract and Liquidated Damages

a. Contract Monitoring.

System Agency:

1. will monitor Grantee for programmatic and financial compliance with this Contract and;
2. may impose liquidated damages for any breach of this Contract.
3. at its discretion, may place Grantee on accelerated monitoring, which entails more frequent or more extensive monitoring than ordinarily conducted by System Agency.
4. may allow the Grantee the opportunity to correct identified deficiencies prior to imposing actions stated in this section.

***b.* Liquidated Damages.**

Grantee agrees that noncompliance with the requirements specified in the Contract causes damages to System Agency that are difficult to ascertain and quantify. Grantee further agrees that System Agency may impose liquidated damages each month for so long as the noncompliance continues. Failure to comply with any of the Contract requirements, System Agency may impose liquidated damages of:

1. $500 for the first occurrence of noncompliance during a fiscal year;
2. $750 for the second occurrence of noncompliance with the same requirement during the same fiscal year; and
3. $1,000 for the third and subsequent occurrence(s) of noncompliance with the same requirement during the same fiscal year.

***c.* Grantee Repayment.**

System Agency may withhold payments to Grantee to satisfy any recoupment or liquidated damage imposed by System Agency under this Article. System Agency may take repayment from funds available under this Contract, active or expired, or any subsequent renewal, in amounts necessary to fulfill Grantee's repayment obligations.

***d.* Notice of Liquidated Damages.**

System Agency will formally notify Grantee in writing when liquidated damages action is imposed, stating the nature of the action, the reasons for imposing, and the method of appealing. Grantee must submit a written appeal, within 10 calendar days of receipt of the notice, to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us.

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A submitted appeal must;

1. include documented proof that Grantee submitted the information by the due date or received an exemption from the assigned contract manager.
2. demonstrate the findings on which the Liquidated Damage is based are either invalid or do not warrant the action(s).

If System Agency determines the liquidated damage is warranted, System Agency's decision is final and the remedy or sanction shall be imposed.

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FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which HHSC relies when reporting information to the federal government required under federal law. If HHSC later determines that the Contractor knowingly rendered an erroneous certification, HHSC may pursue all available remedies in accordance with Texas and U.S. laws. Signor further agrees that it will provide immediate written notice to HHSC if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to HHSC detailing which of the below statements it cannot certify and why.***

Legal Name of Contractor:	**FFATA Contact # 1 Name, Email and Phone Number:**
Primary Address of Contractor:	**FFATA Contact #2 Name, Email and Phone Number:**
ZIP Code: 9-digits Required www.usps.com _____-____	**Primary DUNS Number: 9-digits Required** http://www.dnb.com/us/
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits	

Printed Name of Authorized Representative	**Signature of Authorized Representative**
Daniel Pope	
Title of Authorized Representative Mayor	**Date**

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FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year? ☐ Yes ☐ No

If your answer is "Yes," skip questions "A," "B," and "C" and finish the certification.
If your answer is "No," answer questions "A" and "B."

A. Certification Regarding Percent (%) of Annual Gross from Federal Awards.
Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☐ Yes ☐ No

B. Certification Regarding Amount of Annual Gross from Federal Awards.
Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☐ Yes ☐ No

If your answer is "Yes" to both question "A" and "B," you must answer question "C."
If your answer is "No" to either question "A" or "B," skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.
Does the public have access to information about the highly compensated officers/senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) 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? ☐ Yes ☐ No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

Provide compensation information here:

DocuSign

Certificate Of Completion

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Subject: Amending $300,985.00; HHS000779500003; City of Lubbock Inc A-1; HHSC MSS-IDD - SUDCMU

Source Envelope:

Document Pages: 57 Signatures: 0

Certificate Pages: 2 Initials: 0

AutoNav: Enabled

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Texas Health and Human Services Commission
1100 W. 49th St.
Austin, TX 78756
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IP Address: 167.137.1.7

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Signer Events	Signature	Timestamp
Daniel Pope dpope@mylubbock.us Mayor City of Lubbock Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 8/19/2021 10:47:27 AM Resent: 8/23/2021 11:18:36 AM Viewed: 8/26/2021 3:48:00 PM
Trina Ita Trina.Ita01@hhs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Jennifer Silva Jennifer.Silva01@hhs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/19/2021 10:47:27 AM Viewed: 8/23/2021 10:23:09 AM
SA Mailbox SubstanceAbuse.Contracts@hhsc.state.tx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/19/2021 10:47:27 AM

Carbon Copy Events	Status	Timestamp
Bryan Hunter Bryan.Hunter@hhs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/19/2021 10:47:26 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/19/2021 10:47:27 AM

Payment Events	Status	Timestamps

CITY OF LUBBOCK

ATTEST:

By: _____
DANIEL M. POPE, Mayor

ATTEST:

By: _____
REBECCA GARZA, City Secretary

APPROVED AS TO CONTENT:

By: _____
KATHERINE WELLS, Director of Public Health

APPROVED AS TO FORM:

By: _____
RYAN BROOKE, Assistant City Attorney

Regular City Council Meeting **7. 38.**

Meeting Date: 09/14/2021

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution ratifying the acts of the Mayor in executing Amendment No. 1 to Contract HHS000779500004 and all related documents, by and between the City of Lubbock and the Texas Health and Human Services Commission, under the Substance Use Disorder Treatment Program, to provide funding to support the provision of substance use disorder treatment services for pregnant women and women with dependent children.

Item Summary

This contract provides funding from the Texas Health and Human Services Commission, to facilitate substance use disorder treatment services for pregnant women and women with dependent children in the Lubbock area. This is to include residential, intensive outpatient, and other services as needed.

This grant will fund the provision of treatment services for pregnant women and women with dependent children in the Lubbock area, as well as case management to help improve treatment outcomes.

Fiscal Impact

This is an existing contract that will add funds for four additional years from September 1, 2021, through August 31, 2025. The total grant is $2,449,469.
FY 2022, September 1, 2021, through August 31, 2022: $658,522
FY 2023, September 1, 2022, through August 31, 2023: $623,905
FY 2024, September 1, 2023, through August 31, 2024: $583,521
FY 2025, September 1, 2024, through August 31, 2025: $583,521

Staff/Board Recommending

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

Attachments

Resolution (c) - HHS000779500004
HHS000779500004 TRF Grant (f)

RESOLUTION

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

THAT the acts of the Mayor of the City of Lubbock in executing, on behalf of the City of Lubbock, Amendment No. 1 to the Health and Human Services Commission (HHSC) Contract No. HHS000779500004, under the Substance Use Disorder Treatment, to provide funding for Treatment Adult – Specialize Female Services, by and between the City of Lubbock and the State of Texas acting by and through HHSC, and related documents are hereby ratified in full. 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:

_____
Ryan Brooke, Assistant City Attorney

RES.HHSC Contract No. HHS000779500004 Amendment No.1 Ratification
9.9.21

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HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS000779500004
AMENDMENT NO. 1

THE HEALTH AND HUMAN SERVICES COMMISSION ("System Agency") and **CITY OF LUBBOCK** ("Grantee"), collectively, the "Parties," to that certain Treatment for Females ("TRF") Contract, effective August 1, 2020 and denominated HHSC Contract No. **HHS000779500004** (the "Contract"), now desire to amend the Contract.

WHEREAS, the Parties want to amend the Contract to allow for successful completion of the Project;

WHEREAS, the Parties desire to incorporate **ATTACHMENT H-1, FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) FORM,** to this Contract;

WHEREAS, the Parties desire to revise Attachments to the existing Contract;

WHEREAS, the Parties desire to add System Agency allocated funds to the Contract in the amount of **$583,521.00** for fiscal year from FY 2022 through FY 2025, thereby increasing the not to exceed Total Contract Value to $3,495,847.00; and

WHEREAS, the Parties want to add System Agency allocated funds to the Contract in the amount of **$75,001.00** in COVID-19 funding per fiscal year FY 2022 and **$40,384.00** for FY 2023, thereby increasing the not to exceed Total Contract Value.

The Parties therefore agree as follows:

1. **ARTICLE III, DURATION**, of the Contract Signature Page is amended to reflect a revised termination date of **August 31, 2025**.

   The revised termination date does not affect Parties' ability to renew, extend, modify, or terminate pursuant to the terms and conditions of the Contract.

2. **ARTICLE IV, BUDGET**, of the Contract Signature Page is hereby amended to add System Agency funds of **$583,521.00** per Fiscal Year (FY) for FY2022 through FY2025 and supplemental SABG COVID-19 funds of (1) **$75,001.00** for FY 2022 and (2) **$40,384.00** for FY 2023, resulting in a new total contract value of **$3,611,232.00.**

   a. The System Agency allocated share by State Fiscal Year is as follows:
      a. FY 2022, September 1, 2021 through September 31, 2022: **$658,522.00**
      b. FY 2023, September 1, 2022 through September 31, 2023: **$623,905.00**
      c. FY 2024, September 1, 2023 through September 31, 2024: **$583,521.00**
      d. FY 2025, September 1, 2024 through September 31, 2025: **$583,521.00**

b. No additional match is required for SABG supplemental funds awarded as a result of the COVID-19 Pandemic.
c. Total Contract Value of System Agency allocated funds including required match will not exceed **$3,786,024.00.**

d. Any funds remaining by the end of the fiscal year will be forfeited and may not be carried forward or rolled over to the following fiscal year.

3. The Parties amend the Contract Signature Page to add Article X, Texas Grant Management Standards (TxGMS):

X. TEXAS GRANT MANAGEMENT STANDARDS (TXGMS)
The Texas Grant Management Standards (TxGMS), published by the Texas Comptroller, replaces the Uniform Grant Management Standards (UGMS) and applies to grant agreements that begin on or after January 1, 2022. Additionally, as provided in TxGMS, if a state awarding agency adds funds to a grant that existed before March 1, 2021, TxGMS will apply to it from that point forward, unless the state awarding agency specifically indicates that TxGMS will not apply. Applicable references to UGMS in this Grant Agreement will be superseded by TxGMS accordingly.

4. **ATTACHMENT A, STATEMENT OF WORK**, is deleted and replaced in its entirety with **ATTACHMENT A, STATEMENT OF WORK (REVISED APRIL 2021)**.

5. **ATTACHMENT B, PROGRAM SERVICES AND UNIT RATES** is deleted and replaced in its entirety with **ATTACHMENT B, PROGRAM SERVICES & UNIT RATES (REVISED APRIL 2021)**.

6. **ATTACHMENT E, SPECIAL CONDITIONS VERSION 1.2**, is deleted and replaced in its entirety with **ATTACHMENT E, SPECIAL CONDITIONS, VERSION 1.3**.

6. **ATTACHMENT H-1, FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) FORM**, is attached to and incorporated into this Contract.

7. This Amendment No. 1 shall be effective as of date of last signature.

8. Except as amended and modified by this Amendment No. 1, all terms and conditions of the Contract, as amended, shall remain in full force and effect.

9. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE FOR AMENDMENT NO. 1
HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS000779500004

HEALTH AND HUMAN SERVICES COMMISSION	**CITY OF LUBBOCK**
_____	By: _____
	Name: Daniel Pope
	Title: Mayor
Date of Execution: _____	Date of Execution: _____

THE FOLLOWING ATTACHMENTS ARE ATTACHED AND THEIR TERMS ARE HEREBY INCORPORATED AS PART OF THE CONTRACT:

ATTACHMENT A	**STATEMENT OF WORK (REVISED APRIL 2021)**
ATTACHMENT B	**PROGRAM SERVICES & UNIT RATES (REVISED APRIL 2021)**
ATTACHMENT E	**SPECIAL CONDITIONS VERSION 1.3**
ATTACHMENT H-1	**FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) FORM**

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ATTACHMENT A
STATEMENT OF WORK
(REVISED APRIL 2021)
TREATMENT FOR FEMALES

SECTION I: PURPOSE

Grantee shall provide Substance Use Disorder Treatment Services for one (1) or more of the following service types/levels of care listed in Section II below. The service types/levels of care listed below are based on Texas Administrative Code (TAC) requirements, as referenced in the Substance Use Disorder (SUD) Program Guide, located at the following link: https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/substance-use-disorder-service-providers, and American Society of Addiction Medicine (ASAM) criteria located at the following link: https://www.asam.org/asam-criteria/about,which is a collection of objective guidelines that give clinicians a standardized approach to admission and treatment planning.

SECTION II: TARGET POPULATION

A. TREATMENT FOR FEMALES (TRF)

Adult pregnant women and women with Dependent Children (including women whose children are in custody of the State) who meet *Client Eligibility* for System Agency-funded substance use disorder services as stated in the System Agency Substance Use Disorder (SUD) Program Guide.

1. Outpatient Treatment Services
   (ASAM Level 1 Outpatient Services)
2. Supportive Residential Treatment Services
   (ASAM Level 3.1 Clinically Managed Low-Intensity Residential Services)
3. Intensive Residential Treatment Services
   (ASAM Level 3.5 Clinically Managed High-Intensity Residential Services)
4. Residential Detoxification Services
   (ASAM Level 3.7 Medically Monitored Withdrawal Services)
5. Ambulatory Detoxification Services
   (ASAM Level 2 Withdrawal Management)

B. TREATMENT FOR WOMEN AND CHLDREN

Adult pregnant women and women with Dependent Children (including women whose children are in custody of the State) who meet *Client Eligibility* for System Agency-funded substance use disorder services as stated in the System Agency SUD Program Guide.

Clients being admitted into Women and Children's treatment facilities must meet at least one (1) of the following criteria:

1. Be in the third trimester of her pregnancy;
2. Have at least one (1) child physically residing overnight with her in the facility;
3. Have a referral by Department of Family and Protective Services (DFPS).

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Note: DFPS will not allow at least one (1) child to initially reside overnight but DFPS plans to place the child in the facility within the first thirty (30) Service Days of treatment.

i. Women and Children's Intensive Residential Services **(ASAM Level 3.5 Clinically Managed High-Intensity Residential Services)**

ii. Women and Children's Supportive Residential Services **(ASAM Level 3.1 Clinically Managed Low-Intensity Residential Services)**

SECTION III:SERVICE REQUIREMENTS

Grantee shall:

A. Administrative Requirements

1. Adhere to the most current SUD Program Guide.
2. Provide age-appropriate medical and psychological therapeutic services designed to treat an individual's SUD and restore functions while promoting Recovery.
3. Adhere to Level of Care/Service Type licensure requirements.
4. Comply with all applicable TAC rules adopted by System Agency related to SUD treatment.
5. Document all specified required activities and services in the Clinical Management of Behavioral Health Services (CMBHS) system. Documents that require Client or staff signature shall be maintained according to TAC requirements and made available to System Agency for review upon request.
6. In addition to TAC and SUD Program Guide required Policies and Procedures, Grantee shall develop and implement organizational policies and procedures for:
   i. A marketing plan to engage local referral sources and provide information to these sources regarding the availability of SUD treatment and the Client Eligibility criteria for admissions;
   ii. All marketing materials published shall include Priority Populations for Treatment Programs admissions;
   iii. Client Retention in services, including protocols for addressing Clients absent from treatment and policies defining treatment non-compliance; and
   iv. All policies and procedures shall be provided to System Agency upon request.
7. Ensure that Program Directors participate in their specific Program and service type conference calls as scheduled by System Agency. Program Directors shall participate unless otherwise agreed to by System Agency in writing. Grantee executive management may participate in the conference calls.
8. Actively attend and share representative knowledge about Grantee's system and services at the Outreach, Screening, Assessment, and Referrals (OSAR) quarterly regional collaborative meetings.
9. Ensure compliance with *Client Eligibility* requirements to include: Texas residence eligibility, Financial Eligibility and clinical eligibility as specified in SUD Program Guide.
10. Document a Life Event Note in CMBHS upon active Client's delivery of newborn.
11. Grantee will develop a local agreement with DFPS local offices to address referral process, coordination of services, and sharing of information as allowed per the

consent and agreement form.

12. Adhere to *Memorandum of Understanding* requirements as stated in the SUD Program Guide.
13. Maintain a list of community resources and document referrals when appropriate to ensure that children of the client have access to services to address their needs and support healthy development including primary pediatric care, early childhood intervention services, and other therapeutic interventions that address the children's development needs and any issues of abuse and neglect.

B. Service Delivery

Grantee shall:

1. Adhere to the *Priority Populations for Treatment Programs* as stated in the SUD Program Guide.
2. Maintain *Daily Capacity Management Report* in CMBHS as required in the SUD Program Guide.
3. Maintain a *Waiting List* to track all eligible individuals who have been screened but cannot be admitted to SUD treatment immediately.
   i. Grantee that has an individual identified as a federal and State priority population on the waiting list shall confirm this in the Daily Capacity Management Report.
   ii. Grantee shall arrange for appropriate services in another treatment facility or provide access to interim services as indicated within forty-eight (48) hours when efforts to refer to other appropriate services are exhausted.
   iii. Grantee shall offer directly or through referral interim services to waitlisted individuals.
   iv. Establish a wait list that includes priority populations and interim services while awaiting admission to treatment services.
   v. Develop a mechanism for maintaining contact with individuals awaiting admission.
4. If unable to provide admissions to individuals within Priority Populations for Treatment Programs according to SUD Program Guide:
   i. Implement written procedures that address maintaining weekly contact with individuals waiting for admissions as well as what referrals are made when a Client cannot be admitted for services immediately.
   ii. When Grantee cannot admit a Client, who is at risk for dangerous withdrawal, Grantee shall ensure that an emergency medical care provider is notified.
   iii. Coordinate with an alternate provider for immediate admission.
   iv. Notify System Agency Program staff (Substance_Use_Disorder@hhs.texas.gov) so that assistance can be provided that ensures immediate admission to other appropriate services and proper coordination when appropriate.
   v. Provide pre-admission service coordination to reduce barriers to treatment, enhance motivation, stabilize life situations, and facilitate engagement in treatment.
   vi. Adhere to *Informed Consent Document for Opioid Use Disorder* applicable to individual as stated in the SUD Program Guide.
   vii. When an individual is placed on the wait list, Grantee shall document interim

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services as referrals that provides applicable testing, counseling, and treatment for Human Immunodeficiency Virus (HIV), Tuberculosis (TB) and sexually transmitted infections (STIs).

C. Screening and Assessment

Grantee shall:

1. Comply with all applicable rules in the TAC for SUD programs as stated in the SUD Program Guide *Information, Rules, and Regulations* regarding Screening and Assessment.
2. When documenting a CMBHS Substance Use Disorder screening, Grantee shall conduct the screening in a confidential, face-to-face interview unless there is documented justification for an interview by phone.
3. Document *Financial Eligibility* in CMBHS as required in the SUD Program Guide.
4. Conduct and document a CMBHS SUD Initial Assessment with the Client to determine the appropriate levels of care for SUD treatment. The CMBHS assessment will identify the impact of substances on the physical, mental health, and other identified issues including TB, Hepatitis B and C, STI, HIV.
    i. If Client indicates risk for these communicable diseases, Grantee shall refer the Client to the appropriate community resources for further testing and counseling.
    ii. If the Client is at risk for HIV, Grantee shall refer the Client to pre and post-test counseling on HIV.
    iii. If the Client is living with HIV, Grantee will refer the Client to the appropriate community resources to complete the necessary referrals and health related paperwork.

D. Treatment Planning, Implementation, and Review

Grantee shall:

1. Comply with all applicable rules in the TAC for SUD Programs as stated in the SUD Program Guide Information, Rules, and Regulations regarding Treatment Planning, Implementation, and Review.
2. Collaborate actively with Clients and family, when appropriate, to develop and implement an individualized, written treatment plan that identifies services and support needed to address problems and needs identified in the assessment. The treatment plan shall document the expected length of stay and treatment intensity. Grantee shall use clinical judgment to assign a projected length of stay for each individual Client.
3. Document referral and referral follow-up in CMBHS to the appropriate community resources based on the individual need of the Client.

E. Discharge

Grantee shall:

1. Comply with all applicable rules in the TAC for SUD Programs as stated in the SUD Program Guide Information, Rules, and Regulations regarding Discharge.
2. Develop and implement an individualized discharge plan with the Client to assist in

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sustaining Recovery.

3. Document in CMBHS the Client-specific information that supports the reason for discharge listed on the discharge report. A QCC shall sign the discharge summary. Appropriate referrals shall be made and documented in the Client record. A Client's treatment is considered successfully completed if the following criteria are met:
   i. Client has completed the clinically recommended number of treatment units (either initially Projected or modified with clinical justification) as indicated in CMBHS; and
   ii. All problems on the treatment plan have been addressed. Grantee shall use the treatment plan component of CMBHS to create a final and completed treatment plan version.
   Problems designated as "treat" or "case manage" status shall have all objectives resolved prior to discharge:
   iii. Problems that have been "referred" shall have associated documented referrals in CMBHS;
   iv. Problems with "deferred" status shall be re-assessed. Upon successful discharge, all deferred problems shall be resolved, either through referral, withdrawal, treatment, or case management with clinical justification reflected in CMBHS through the Progress Note and Treatment Plan Review Components; and
   Withdraw problems shall have clinical justification reflected in CMBHS, through the Progress Note and Treatment Plan Review Components.

F. Additional Service Requirements

Grantee shall:

1. Comply with all applicable rules in the TAC for SUD Programs as stated in the SUD Program Guide Information, Rules, and Regulations.
2. Deliver and provide access to services at times and locations that meet the needs of the target population. Provide or arrange for transportation to all required services not provided at Grantee's facility.
3. Accept referrals from the OSAR.
4. Provide evidenced-based education at minimum on the following topics:
   i. TB; (ii) HIV;
   ii. Hepatitis B and C;
   iii. STIs/Diseases; and
   iv. health risks of tobacco and nicotine product use.
5. Provide Case Management as needed with documentation in CMBHS, as Case Management is essential to the ultimate success of the Client.
6. Ensure Client access to the full continuum of treatment services and shall provide sufficient treatment intensity to achieve treatment plan goals.
7. Provide all services in a culturally, linguistically, non-threatening, respectful and developmentally appropriate manner for Clients, families, and/or significant others.
8. Provide trauma-informed services that address the multiple and complex issues related to violence, trauma, and substance use disorders.
9. Provide overdose prevention education to all Clients. Document overdose prevention education in CMBHS.
10. Specific overdose prevention activities shall be conducted with Clients with opioid use

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disorders and those Clients that use drugs intravenously. Grantee will directly provide or refer to community support services for overdose prevention and reversal education to all identified at risk Clients prior to discharge. Grantee will document all overdose prevention and reversal education in CMBHS.

11. Ensure access to adequate and appropriate medical and psychosocial tobacco cessation treatment as follow:
    i. Assess all Clients for tobacco use and Clients seeking to cut back or quit.
    ii. If the Client indicates wanting assistance with cutting back or quitting, the Client will be referred to appropriate tobacco cessation treatment.
12. Provide and document in CMBHS case management activities as indicated by assessment and treatment plan.
13. Provide and document in CMBHS research-based education on the effects of Alcohol, Tobacco, and Other Drugs (ATOD) on the fetus.
14. Utilize an evidenced-based, trauma-informed curriculum in the treatment of women with substance use disorders.
15. Utilize System Agency as the payer of last resort if the Client has other/outside funding available (i.e., wages, insurance, etc.).

SECTION IV: STAFF COMPETENCIES AND REQUIREMENTS

1. All personnel shall receive the training and Supervision necessary to ensure compliance with System Agency rules, provision of appropriate and individualized treatment, and protection of Client's health, safety, and welfare.
2. Ensure that all direct care staff receive a copy of this Statement of Work and SUD Program Guide.
3. Ensure that all direct care staff review all policies and procedures related to the Program or organization on an annual basis.
4. Ensure compliance for Personnel Practices and Development with TAC and System Agency SUD Program Guide requirements.
5. Within ninety (90) business days of hire and prior to service delivery, direct care staff shall have specific documented training in the following:
    i. Motivational Interviewing Techniques or Motivational Enhancement Therapy;
    ii. Trauma-informed care;
    iii. Cultural competency;
    iv. Harm reduction trainings;
    v. Health Insurance Portability and Accountability Act (HIPAA) and 42 Code of Federal Regulations (CFR) Part 2 training;
    vi. Alcohol, Tobacco and Other Drugs on the Developing Fetus;
    vii. Child welfare education, and
    viii. State of Texas co-occurring psychiatric and substance use disorder (COPSD) training located at the following website: www.centralizedtraining.com.
6. Ensure all direct care staff complete annual education on HIPAA and 42 CFR Part 2 training.
7. Ensure all direct care staff complete a minimum of ten (10) hours of training each State Fiscal Year in any of the following areas:
    i. Motivational Interviewing Techniques;
    ii. Cultural competencies;

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iii. Reproductive health education;
iv. Risk and harm reduction strategies;
v. Trauma Informed Care;
vi. Substance exposed pregnancy (such as Fetal Alcohol Spectrum Disorder or
vii. Neonatal Abstinence Syndrome);
viii. Child welfare education; or
ix. Suicide prevention and intervention.

8. Individuals responsible for planning, directing, or supervising treatment services shall be QCCs.
9. Contractor shall have a clinical Program Director known as a "Program Director" with at least two (2) years of post-QCC licensure experience providing substance use disorder treatment.
10. Substance Use Disorder counseling shall be provided by a QCC, or Chemical Dependency Counselor Intern. Substance use disorder education and life skills training shall be provided by counselors or individuals who have appropriate specialized education and expertise. All counselor interns shall work under the direct Supervision of a QCC.
11. Licensed Chemical Dependency Counselors shall recognize the limitations of their licensee's ability and shall not provide services outside the licensee's scope of practice of licensure or use techniques that exceed the person's license authorization or professional competence.
12. Contractor shall train staff and develop a policy to ensure that information gathered from Clients is conducted in a respectful, non-threatening, and culturally competent manner.
13. Contractor shall adapt services and accommodate persons as appropriate to meet the needs of special populations.
14. Contractor shall develop and implement a mechanism to ensure that all direct care staff have the knowledge, skills, and abilities to provide services to women and children, as they relate to the individual's job duties.
15. Contractor shall be able to demonstrate through documented training, credentials and/or experience that all direct care staff are proficient in areas pertaining to the needs of and provision of services to women and children.

SECTION V: LEVELS OF CARE / SERVICE TYPES

A. OUTPATIENT TREATMENT SERVICES (ASAM Level 1 Outpatient Services)

Grantee shall:

1. Adhere to TAC requirements and SUD Program Guide for outpatient treatment Programs / services.
2. Provide and document in CMBHS one (1) hour of group or individual counseling services for every six (6) hours of educational activities.
3. Document in CMBHS a discharge follow-up sixty (60) calendar days after discharge from the outpatient treatment services.
4. When the assessment indicates placement in System Agency funded Women and Children Intensive or Supportive Residential services but there are no available beds,

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Grantee shall provide coordinated interim care until a Women and Children Intensive or Supportive Residential bed becomes available. A pregnant Client, if she chooses and is appropriate for this service type, shall be transferred to Women and Children Intensive and Supportive Residential services no later than the eighth month of pregnancy in order to provide sufficient time to adjust to the changes prior to delivery of her child.

5. As part of the education hours, Grantee will provide and document in CMBHS:
   i. A minimum of one (1) hour per week (or one (1) hour per month for Clients who have been transferred to outpatient after successfully completing a residential level of care) of evidence-based parenting education and document these services; and
   iii. A minimum of six (6) hours (or two (2) hours for Clients who have been transferred to outpatient after successfully completing a residential level of care) of reproductive health education prior to discharge and document these services.
6. Provide and document in CMBHS research-based education on the effects of ATOD on the fetus.

B. SUPPORTIVE RESIDENTIAL TREATMENT SERVICES (ASAM Level 3.1 Clinically Managed Low-Intensity Residential Services)

Grantee shall:

1. Adhere to TAC and SUD Program Guide applicable to supportive services requirements.
2. When the assessment indicates placement in System Agency-funded Women and Children Intensive or Supportive Residential services but there are no available beds, Contractor shall provide coordinated interim care until a Women and Children Intensive or Supportive Residential bed becomes available. A pregnant Client, if she chooses and is appropriate for this service type, shall be transferred to Women and Children Intensive and Supportive Residential services no later than the eighth month of pregnancy in order to provide sufficient time to adjust to the changes prior to delivery of her child.
3. As part of education hours, Grantee will provide:
   i. A minimum of one (1) hour per week of evidenced-based parenting education; and
   ii. A minimum of two (2) hours of reproductive health education within thirty (30) Service Days of admission.
4. Document in CMBHS a discharge follow-up sixty (60) calendar days after discharge from the residential treatment services.

C. SUPPORTIVE RESIDENTIAL FOR WOMEN AND CHLDREN (ASAM Level 3.1 Clinically Managed Low-Intensity Residential Services)

Grantee shall:

1. Adhere to TAC and SUD Program Guide applicable to supportive services requirements.
2. In addition, adhere to TAC requirements applicable to Treatment Services for Women and Children.

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3. As part of education hours, Grantee will provide and document in CMBHS:
   i. A minimum of two (2) hours per week of evidence-based parenting education and document these services;
   ii. A minimum of six (6) hours of reproductive health education within thirty (30) service days of admission and document these services; and
   iii. At minimum, evidenced-based education on the effects of ATOD during pregnancy.
4. Document in CMBHS a discharge follow-up sixty (60) calendar days after discharge from the residential treatment services.

D. INTENSIVE RESIDENTIAL TREATMENT SERVICES (ASAM Level 3.5 Clinically Managed High-Intensity Residential Services)

Grantee shall:

1. Adhere to TAC and SUD Program Guide applicable to intensive services requirements.
2. When the assessment indicates placement in System Agency-funded Women and Children Intensive or Supportive Residential services but there are no available beds, Grantee shall provide coordinated interim care until a Women and Children Intensive or Supportive Residential bed becomes available. A pregnant Client, if she chooses and is appropriate for this service type, shall be transferred to Women and Children Intensive and Supportive Residential services no later than the eighth month of pregnancy in order to provide sufficient time to adjust to the changes prior to delivery of her child.
3. As part of education hours, Grantee will provide and document in CMBHS:
   i. A minimum of two (2) hours per week of evidenced-based parenting education; and
   ii. A minimum of six (6) hours of reproductive health education within thirty (30) Service Days of admission.
4. Document in CMBHS a discharge follow-up sixty (60) calendar days after discharge from the residential treatment services.

E. INTENSIVE RESIDENTIAL FOR WOMEN AND CHILDREN

Grantee shall:

1. Adhere to TAC and SUD Program Guide applicable to intensive services requirements.
2. Adhere to TAC requirements applicable to Treatment Services for Women and Children.
3. As part of education hours, Grantee will provide:
   i. A minimum of two (2) hours per week of evidence-based parenting education and document these services; and
   ii. A minimum of six (6) hours of reproductive health education within thirty (30) Service Days of admission and document these services.

F. RESIDENTIAL DETOXIFICATION / WITHDRAWAL MANAGEMENT

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(ASAM LEVEL 3.7 MEDICALLY MONITORED WITHDRAWAL MANAGEMENT)

Grantee shall:

1. Adhere to TAC requirements for detoxification services.
2. Adhere to the SUD Program Guide for detoxification services.
3. Adhere to the following additional service delivery requirements:
    i. Document in CMBHS a Withdrawal Management Intake Form.
    ii. Document in CMBHS a discharge plan prior to discharge or transfer.
    iii. Document in CMBHS a discharge follow-up no more than ten (10) calendar days after discharge from withdrawal management services.
    iv. Develop and Implement Policies, Procedures, and Medical Protocols to ensure Client placement into the appropriate level of withdrawal management services in accordance with national guidelines, peer-reviewed literature, and best practices and have available for System Agency review.

G. AMBULATORY WITHDRAWAL MANAGEMENT (ASAM LEVEL 2 WITHDRAWAL MANAGEMENT)

Grantee shall:

1. Adhere to TAC requirements for detoxification services.
2. Adhere to the SUD Program Guide for detoxification services.
3. Adhere to the following additional service delivery requirements:
    i. Document in CMBHS a Withdrawal Management Intake Form.
    ii. Document in CMBHS a discharge plan prior to discharge or transfer.
    iii. Document in CMBHS a discharge follow-up no more than ten (10) calendar days after discharge from withdrawal management services.
    iv. Develop and Implement Policies, Procedures, and Medical Protocols to ensure Client placement into the appropriate level of withdrawal management services in accordance with national guidelines, peer-reviewed literature, and best practices and have available for System Agency review.
4. Ambulatory detoxification shall not be a stand-alone service. Grantees shall ensure the Client is simultaneously admitted to a substance use disorder treatment service while admitted to ambulatory detoxification services.

SECTION VI: REPORTING REQUIREMENTS

1. Grantee shall submit required reports of monitoring activities to System Agency by the applicable due date outlined below. The following reports must be submitted to System Agency to GlobalScape EFT (https://sftp.hhs.texas.gov/) by the required due date and report name described in Section VII: Submission Requirements. Performing Agency shall submit all documents listed in the table displayed in this section by the Due Date stated.

2. Performing Agency will note that if the due date is on a weekend or holiday, the due date is the following business day.

3. Performing Agency shall submit monthly invoices in Clinical Management for Behavioral Health Services (CMBHS) by the 15th of the following month.

4. Performing Agency shall submit annual Contract Closeout documentation, this is required each fiscal year, and a final contract closeout will be due October 15.

5. Performing Agency shall submit a CMBHS Security Attestation Form, the form shall be submitted electronically on or before September 15th and March 15th to the to the designated folder in GlobalScape EFT.

6. Performing Agency will report the performance measures for the previous months activities in CMBHS by the 15th of the current month.

7. Performing Agency's duty to submit documents will survive the termination or expiration of this Contract.

SECTION VII: SUBMISSION REQUIREMENT

System Agency will monitor Performing Agency's performance of the requirements in Attachment A and compliance with the Contract's terms and conditions.

Requirement	Deliverable (Report Name)	Due Date	Submission System
Section VIII	Invoices in CMBHS	Invoice for previous month's activities on the 15th of the current month.	CMBHS
Section VIII	Closeout documents	Final closeout documents due October 15th each fiscal year.	GlobalScape
Section VIII	CMBHS Security Attestation Form and list of authorized users	September 15th and March 15th annually	GlobalScape

SECTION VIII: CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (CMBHS) SYSTEM MINIMUM REQUIREMENTS

Performing Agency Shall:

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1. Designate a Security Administrator and a back-up Security Administrator. The Security Administrator is required to implement and maintain a system for management of user accounts/user roles to ensure that all the CMBHS user accounts are current.

2. Establish and maintain a security policy that ensures adequate system security and protection of confidential information.

3. Notify the CMBHS Help-desk within ten (10) business days of any change to the designated Security Administrator or the back-up Security Administrator.

4. Ensure that access to CMBHS is restricted to only authorized users. Performing Agency shall, within 24 hours, remove access to users who are no longer authorized to have access to secure data.

5. In addition to CMBHS Helpdesk notification, Performing Agency shall submit a signed CMBHS Security Attestation Form and a list of Performing agency's employees, contracted laborers and subPerforming Agency's authorized to have access to secure data. The CMBHS Security Attestation Form shall be submitted electronically on or before the 15th day of September and March 15th, to the designated folder in Globalscape EFT.
    i. Administrative Note to document any other activities (as needed).

6. Attend System Agency training on CMBHS documentation.
7. If the due date is on a weekend or holiday, the due date is the next business day.

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ATTACHMENT B
PROGRAM SERVICES & UNIT RATES
(REVISED APRIL 2021)

Grantee Name: CITY OF LUBBOCK

Contract Number: HHS000779500004

A. Funding from The United States Health and Humans Services (HHS) and the Substance Abuse and Mental Health Services Administration (SAMHSA) fund the System Agency Substance Use Disorder project(s), which includes this Contract.

B. The Assisted Listing Number for the Substance Abuse Prevention and Treatment (SAPT) Block Grant is 93.959.
   1. Substance Abuse Prevention Treatment Block(SAPT) Grant, Assisted Listing Number 93.959 requires a five percent match requirement.
   2. State General Revenue

C. Funding
   1. System Agency Share total reimbursements will not exceed **$2,449,469.00** for the period from September 1, 2021 through August 31, 2025. The System Agency allocated share by State Fiscal Year is as follows:
      a. FY 2022, September 1, 2021 through September 31, 2022: **$658,522.00**
      b. FY 2023, September 1, 2022 through September 31, 2023: **$623,905.00**
      c. FY 2024, September 1, 2023 through September 31, 2024: **$583,521.00**
      d. FY 2025, September 1, 2024 through September 31, 2025: **$583,521.00**

   2. For each Fiscal Year noted in Section C (1) (a-e), Grantee shall provide the match requirement of **$29,177.00**, as detailed below:
      a. FY 2022, September 1, 2021 through September 31, 2022: **$687,699.00**
      b. FY 2023, September 1, 2022 through September 31, 2023: **$653,082.00**
      c. FY 2024, September 1, 2023 through September 31, 2024: **$612,698.00**
      d. FY 2025, September 1, 2024 through September 31, 2025: **$612,698.00**

   3. The System Agency Share total reimbursements detailed in Section C (1) (a-e) include COVID-19 funding allocations for Fiscal Years 2022-23 as documented below:
      a. Fiscal Year 2022, September 1, 2021 through September 31, 2022 - **$75,001.00**
      b. Fiscal Year 2023, September 1, 2022 through **March 14, 2023 - $ 40,384.00**

   4. Total Contract Value of System Agency allocated funds including required match will not exceed **$3,787,028.00**

D. Grantee will submit claims to the System Agency through the Clinical Management for

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Behavioral Health Services (CMBHS) system monthly.

E. Except as indicated by the CMBHS financial eligibility assessment, Grantee shall accept reimbursement or payment from the System Agency as payment in full for services or goods provided to Clients or participants, and Grantee shall not seek additional reimbursement or payment for services or goods, to include benefits received from federal, state, or local sources, from clients or participants.

F. Grantee may request revisions to the approved distribution of funds budgeted in the Service Type/Capacity/Unit Rate Chart, by submitting a written request to the assigned Contract Manager. Any change is considered a minor administrative change and does not require an amendment. The System Agency shall provide a Technical Guidance Letter(TGL) if the revision is approved; and the assigned Contract Manager will update CMBHS, as needed.

G. Any unexpended balance associated with any other System Agency Contract may not be applied to this System Agency Contract.

H. System Agency funded capacity is defined as the stated number of clients that will be concurrently served as determined by this Contract.

I. Clinic Numbers must be approved by the assigned Contract Manager before billing can occur. Clinic Change Request Form is located at: https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/substance-use-disorder-service-providers.

J. Service Types with no associated amount will be paid from the preceding Service Type with an associated Amount.

K. In accordance with the 86th legislative senate bill 1 HHSC Rider 64, substance abuse treatment rates for services provided in July and August 2020 will be increased effective July 1, 2020. Grantee will be paid the service rates in effect prior to July 1, 2020 for the remainder of FY 2020. Beginning September 1, 2020, System Agency will extract paid claim data for services provided by Grantee during July and August 2020 and calculate the difference between Grantee's payment (s) using the pre-July 1, 2020 service rates versus the amended rates. System Agency will thereafter issue Grantee a final reconciliation payment for the difference between the two service rates. Grantee's FY 2020 payment(s) shall not exceed the total reimbursement amount stated in section C of this Attachment B.

L. The following Service Types, Capacity, and Unit Rates are approved and shall be delivered through this Contract:

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SERVICE TYPE/CAPACITY/UNIT RATE CHART
FY2022

Service Type	Number Served	Capacity	Unit Rate	Amount
Adult Specialized Female Residential Intensive	75	6	$113.02	$255,001.00
Adult Specialized Female Residential Supportive	17	1	$82.67	$42,797.00
Adult Specialized Female Residential Detox			$234.41	
Adult Specialized Female Ambulatory Detox			$88.95	
Adult Specialized Female W/C Residential Intensive	26	3	$217.67	$250,000.00
Adult Spec Fem W/C Residential Wraparound Services-LESS THAN 21			$54.41	
Adult Spec Fem W/C Residential Wraparound Services- 21 and OVER			$107.78	
Adult Specialized Female W/C Residential Supportive			$185.22	
Adult Specialized Female Outpatient Services	70	10		$110,724.00
Adult Spec Female Outpatient Group Counseling			$29.30	
Adult Spec Female Outpatient Group Education			$17.79	
Adult Spec Female Outpatient Individual			$80.57	

SERVICE TYPE/CAPACITY/UNIT RATE CHART
FY2023

Service Type	Number Served	Capacity	Unit Rate	Amount
Adult Specialized Female Residential Intensive	65	5	$113.02	$220,384.00
Adult Specialized Female Residential Supportive	17	1	$82.67	$42,797.00
Adult Specialized Female Residential Detox			$234.41	
Adult Specialized Female Ambulatory Detox			$88.95	
Adult Specialized Female W/C Residential Intensive	26	3	$217.67	$250,000.00

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Adult Spec Fem W/C Residential Wraparound Services-LESS THAN 21			$54.41	
Adult Spec Fem W/C Residential Wraparound Services- 21 and OVER			$107.78	
Adult Specialized Female W/C Residential Supportive			$185.22	
Adult Specialized Female Outpatient Services	10	70		$110,724.00
Adult Spec Female Outpatient Group Counseling			$29.30	
Adult Spec Female Outpatient Group Education			$17.79	
Adult Spec Female Outpatient Individual			$80.57	

SERVICE TYPE/CAPACITY/UNIT RATE CHART
FY2024 – FY2025

Service Type	Number Served	Capacity	Unit Rate	Amount
Adult Specialized Female Residential Intensive	53	4	$113.02	$180,000.00
Adult Specialized Female Residential Supportive	17	1	$82.67	$42,797.00
Adult Specialized Female Residential Detox			$234.41	
Adult Specialized Female Ambulatory Detox			$88.95	
Adult Specialized Female W/C Residential Intensive	26	3	$217.67	$250,000.00
Adult Spec Fem W/C Residential Wraparound Services-LESS THAN 21			$54.41	
Adult Spec Fem W/C Residential Wraparound Services- 21 and OVER			$107.78	
Adult Specialized Female W/C Residential Supportive			$185.22	
Adult Specialized Female Outpatient Services	70	10		$110,724.00
Adult Spec Female Outpatient Group Counseling			$29.30	
Adult Spec Female Outpatient Group Education			$17.79	
Adult Spec Female Outpatient Individual			$80.57	

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TEXAS
Health and Human Services

Health and Human Services Commission
Special Conditions

Version 1.3

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ATTACHMENT E (REVISED AUGUST 2021)

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The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Grant, Version 2.16.1.

If any provision contained in this HHSC Special Conditions is in conflict with, or inconsistent with the HHSC Uniform Terms and Conditions (UTC), the provision contained in the UTCs shall prevail. If any provision contained in this HHSC Special Conditions is in conflict with, or inconsistent with the Substance Use Disorder Utilization Management Guidelines (UM), the provision contained in the UM shall prevail.

ARTICLE I - SPECIAL DEFINITIONS

"Conflict of Interest" means a set of facts or circumstances, a relationship, or other situation under which Grantee, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Grantee's, or Subcontractor's ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Grantee or Subcontractor an unfair competitive advantage in future HHSC procurements.

"Grantee Agents" means Grantee's representatives, employees, officers, as well as any contractor or subgrantee's employees, contractors, officers, principals and agents.

"Data Use Agreement" means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

"Item of Noncompliance" means Grantee's acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Project; (3) represent a failure of Grantee to be responsive to a request of HHSC relating to the Project under the Contract.

"Minor Administrative Change" refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 4.01 of these Special Conditions.

"Other Confidential System Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Grantee; or that Grantee may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Project, which is not designated as Confidential Information in a Data Use Agreement.

"State" means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

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"Software" means all operating system and applications software used or created by Grantee to perform the work under the Contract.

"Third Party Software" refers to software programs or plug-ins developed by companies or individuals other than Grantee which are used in performance of the Project. It does not include items which are ancillary to the performance of the Project, such as internal systems of Grantee which were deployed by Grantee prior to the Contract and not procured to perform the Project.

"UTC" means the HHSC Uniform Terms and Conditions – Grant, Version 2.16.1.

ARTICLE II - GRANTEES PERSONNEL AND SUBCONTRACTORS

2.01 Qualifications

Grantee agrees to maintain the organizational and administrative capacity and capabilities to carry out all duties and responsibilities under the Contract. Grantee Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Grantee remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

2.02 Conduct and Removal

While performing the Project, Grantee Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Grantee Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Grantee with notice and documentation regarding its concerns. Upon receipt of such notice, Grantee must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Grantee Agent from performing the Project.

Any person employed by Grantee shall, at the written request of HHSC, and within HHSC's sole discretion, be removed immediately by Grantee from work relating to the Contract.

2.03 Contracts with Subcontractors

a. Grantee may enter into contracts with subcontractors unless restricted or otherwise prohibited in the Contract.
b. Grantees are prohibited from subcontracting with for-profit organizations under this Contract.
c. Prior to entering into a subcontract agreement equaling or exceeding $100,000, Grantee will

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obtain written approval from the System Agency.

d. Grantee will obtain written approval from System Agency before modifying any subcontract agreement to cause the agreement to exceed $100,000.
e. Grantee will establish written policies and procedures for competitive procurement and monitoring of subcontracts and will develop a subcontracting monitoring plan.
f. Grantee shall monitor subcontractors for both financial and programmatic performance and will maintain pertinent records.
g. Grantee shall submit quarterly monitoring reports to the System Agency in a format determined by the System Agency.
h. Grantee shall ensure that subcontracts are fully aware of the requirements placed upon them by state/federal statutes, rules, and regulations and by the provisions of this Contract.
i. Grantee shall ensure all subcontracts, must be in writing and include the following:
    1. Name and address of all parties and the subcontractor's Vendor Identification Number (VIN) or Employee Identification Number (EIN);
    2. Detailed description of the services to be provided;
    3. Measurable method and rate of payment and total not-to-exceed amount of the contract;
    4. Clearly defined and executable termination clause; and
    5. Beginning and ending dates that coincide with the dates of the Contract.
j. Grantee shall ensure and be responsible for the performance of the subcontractor(s).
k. Grantee shall not contract with a subcontractor, at any tier, that is debarred, suspended, or excluded from or ineligible for participation in federal assistance programs or if the subcontractor would be otherwise ineligible to abide by the terms of this Contract.

2.04 Status of Subcontractors

Grantees will require that all subcontractors certify that they are/have:

a. In good standing with all state and federal funding and regulatory agencies;
b. Not currently debarred, suspended or otherwise excluded from participation in federal grant programs;
c. Not delinquent on any repayment agreements;
d. Not had a required license or certification revoked;
e. Not ineligible under the terms of the Contract; and
f. Not had a System Agency contract terminated for cause.

2.05 Incorporation of Terms in Subcontracts

a. Grantee will include in all its contracts with subrecipient subcontractors and solicitations for subrecipient subcontracts, without modification (except as required to make applicable to the subcontract):
    1. Statement of Work
    2. Uniform Terms and Conditions
    3. Special Conditions
    4. Federal Assurances and Certifications
    5. Non-Exclusive List of Applicable Laws
    6. A provision granting to the System Agency, State Auditor's Office (SAO), Office of Inspector General (OIG), and the Comptroller General of the United States, and any of

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their representatives, the right of access to inspect the work and the premises on which any work is performed, and the right to audit the subcontractor.

b. Grantee will ensure that all written agreements with subcontractors incorporate the terms of this Contract so that all terms, conditions, provisions, requirements, duties and liabilities under this Contract applicable to the services provided or activities conducted by a subcontractor are passed down to that subcontractor.

c. No provision of this Contract creates privity of contract between the System Agency and any subcontractor of Grantee.

2.06 Notice of Legal Matter or Litigation

Grantee will send notice to the Substance Use Disorder (SUD) email box, SubstanceAbuse.Contracts@hhsc.state.tx.us of any litigation or legal matter related to or affecting this Contract within seven calendar days of becoming aware of the litigation or legal matter.

2.07 Unilateral Amendment

The System Agency reserves the right to amend this Contract through execution of a unilateral amendment signed by the contract manager for this Contract and provided to the Grantee with ten days notice prior to execution of the amendment under the following circumstances to:

a. To comply with a court order or judgment
b. Incorporate new or revised federal or state laws, regulations, rules or policies
c. Correct an obvious clerical error in this Contract;
d. Change the name of the Contractor in order to reflect the Contractor's name as recorded by the Texas Secretary of State.
e. To correct the name, mailing address, or contact information for persons named in the Contract;
f. To update service descriptions or rates (if applicable);

ARTICLE III - CONFIDENTIALITY

3.01 Confidential System Information

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Grantee and all Grantee Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the Project or the proper discharge of obligations and

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securing of rights under the Contract. Grantee will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Grantee, including information requested to do so by HHSC, will be in accordance with the Contract. If Grantee receives a request for Other Confidential Information, Grantee will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Grantee will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Grantee. Grantee will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Grantee all damages and liabilities caused by or arising from Grantee or Grantee Agents' failure to protect HHSC's Other Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE UTC, GRANTEE WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS) CAUSED BY OR ARISING FROM GRANTEE OR GRANTEE AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. GRANTEE WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE IV - MISCELLANEOUS PROVISIONS

4.01 Minor Administrative Changes

System Agency is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the Project or the Contract that do not increase the fees or term. Upon approval of a Minor Administrative Change, HHSC and Grantee will maintain written notice that the change has been accepted in their Contract files.

4.02 Conflicts of Interest

Grantee warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Grantee or Grantee Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Grantee will, and require Grantee Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or Organizational Conflict of Interest, or

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for personal gain. Grantee and Grantee Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Grantee agrees that, if after Grantee's execution of the Contract, Grantee discovers or is made aware of a Conflict of Interest, Grantee will immediately and fully disclose such interest in writing to HHSC. In addition, Grantee will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Grantee or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Grantee agrees to abide by HHSC's decision.

If HHSC determines that Grantee was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas

4.03 Flow Down Provisions

Grantee must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

4.04 Disaster Declarations

In the event of a local, state, or federal emergency, including natural, pandemics, man- made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster declared by the appropriate federal official, Grantee may be called upon to assist the System Agency in providing the following services:

a. Expand, increase, or modify service delivery in impacted areas;
b. Community evacuation;
c. Health and medical assistance;
d. Assessment of health and medical needs;
e. Health surveillance;
f. Medical care personnel;
g. Health and medical equipment and supplies;
h. Patient evacuation;
i. In-hospital care and hospital facility status;
j. Food, drug and medical device safety;
k. Worker health and safety;
l. Mental health and substance abuse;
m. Public health information;
n. Vector control and veterinary services; and
o. Victim identification and mortuary services.

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Disaster related services may not commence, or expenditures incurred, until System Agency provides Grantee with a written Notification to Proceed. The contract may be amended to incorporate additional funds and performance or reporting requirements to support disaster services in the event services must be expanded, increased, or modified.

ARTICLE V - LEGACY PROVISIONS

5.01 Notice of a Contract Action

Grantee will send notice to the Substance Use Disorder (SUD) email box, SubstanceAbuse.Contracts@hhsc.state.tx.us if Grantee has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five business days of becoming aware of the action and include the following:

a. Reason for such action;
b. Name and contact information of the local, state or federal department or agency or entity;
c. Date of the contract;
d. Date of suspension or termination; and
e. Contract or case reference number.

5.02 Notice of IRS or TWC Insolvency

Grantee will send notice to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us, of its insolvency, incapacity or outstanding unpaid obligations of Grantee to the Internal Revenue Service (IRS), Texas Workforce Commission (TWC), the State of Texas, or any agency or political subdivision of the State of Texas within five days of the date of Grantee's becoming aware of such.

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5.03 Notice of Criminal Activity and Disciplinary Actions

a. Grantee shall immediately send notice to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us when the Grantee learns of or has any reason to believe it or any person with ownership or controlling interest in the organization/business, or their agent, employee, subcontractor or volunteer that is providing services under this Contract has:
   1. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
   2. Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.

b. Grantee shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

5.04 Child Abuse Reporting Requirement

Grantee shall:

a. comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.
b. develop, implement and enforce a written policy that includes at a minimum the System Agency's Child Abuse Screening, Documenting, and Reporting Policy for Grantees/Providers and train all staff on reporting requirements.
   c. use the System Agency Child Abuse Reporting Form located at https://www.dfps.state.tx.us/Contact_Us/report_abuse.asp as required by the System Agency.
d. retain reporting documentation on site and make it available for inspection by the System Agency.

5.05 Abuse, Neglect, Exploitation

Grantee shall;

a. take all steps necessary, to protect the health, safety and welfare of its clients and participants.
b. develop and implement written policies and procedures for abuse, neglect and exploitation.
c. notify appropriate authorities of any allegations of abuse, neglect, or exploitation as required by 25 TAC § 448.703.

5.06 Grantee's Notification of Change of Contact Person or Key Personnel

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Within 10 business days, Grantee will submit notice to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us and Substance_Use_Disorder@hhsc.state.tx.us of any change in the Grantee's Contact Persons or Key Personnel.

5.07 Notice of Organizational Change

Grantee will submit notice to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us and Substance_Use_Disorder@hhsc.state.tx.us within 10 business days of any change to Grantee's name, contact information, organizational structure, such as merger, acquisition, or change in form of business, legal standing, or authority to do business in Texas.

5.08 Significant Incidents

In addition to notifying the appropriate authorities, Grantee will submit notice to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us and Substance_Use_Disorder@hhsc.state.tx.us significant incidents involving substantial disruption of Grantee's program operation or affecting or potentially affecting the health, safety or welfare of the System Agency funded clients or participants within three calendar days of discovery.

5.09 Responsibilities and Restrictions Concerning Governing Body, Officers and Employees

Grantee and its governing body shall:

a. Bear full responsibility for the integrity of the fiscal and programmatic management of the organization.
b. Be accountable for all funds and materials received from the System Agency. The responsibility of Grantee's governing body will also include accountability for compliance with the System Agency Rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and the System Agency's monitoring processes.
c. Ensure separation of powers, duties, and functions of governing body members and staff. No member of Grantee's governing body, or officer or employee of Grantee will vote for, confirm or act to influence the employment, compensation or change in status of any person related within the second degree of affinity or the third degree of consanguinity (as defined in Texas Government Code Chapter 573) to the member of the governing body or the officer or any employee authorized to employ or supervise such person. This prohibition does not prohibit the continued employment of a person who has been continuously employed for a period of two years prior to the election, appointment or employment of the officer, employee, or governing body member related to such person in the prohibited degree. These restrictions also apply to the governing body, officers, and employees of Grantee's subcontractors.

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5.10 Direct Operation

System Agency may temporarily assume operations of a Grantee's program or programs funded under this Contract when the continued operation of the program by Grantee puts at risk, the health or safety of clients and/or participants served by Grantee.

5.11 Interim Extension Amendment

a. Prior to or on the expiration date of this Contract, the Parties agree that this Contract can be extended as provided under this Section.

b. The System Agency will provide written notice of interim extension amendment to the Grantee under one of the following circumstances:
1. Continue provision of services in response to a disaster declared by the governor; or
2. To ensure that services to clients continue without interruption.

c. The System Agency will provide written notice of the interim extension amendment that specifies the reason and length of time for the extension.

d. Grantee will provide and invoice for services in the same manner as stated in the Contract.

e. An interim extension under Section (b)(1) above will extend the term of the contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.

f. An interim extension under Section (b)(2) above will be a one-time extension for time determined by the System Agency.

5.12 Medical Records Retention

Grantee will:

a. Retain medical records in accordance with 22 TAC §165.1(b) or other applicable statutes, rules and regulations governing medical information.

b. Retain and preserve records in accordance with applicable state and federal statutes, rules and regulations.

c. Maintain all non-financial records that are generated or collected by Grantee under the provisions of this Contract for a period of at least seven years after the termination of this Contract.

d. Retain the records in accordance with the federal retention period, if the federal retention period for services funded through Medicaid is more than seven years

e. Retain all records pertaining to this Contract that are the subject of litigation or an audit until the litigation has ended or all questions pertaining to the audit are resolved.

f. Include this provision concerning records retention in any subcontract it awards.

g. Ensure that records relating to this Contract are securely stored and are accessible by the System Agency upon System Agency's request for at least seven years from the date Grantee ceases business or from the date this Contract terminates, whichever is sooner.

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h. Provide and update as necessary, the name and address of the party responsible for storage of records to the SUD emailbox, SubstanceAbuse.Contracts@hhsc.state.tx.us.

5.13 Grantee's Certification of Meeting or Exceeding Tobacco-Free Workplace Policy Minimum Standards

Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

a. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;

b. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Contract are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;

c. Applying to all employees and visitors in this designated area; and

d. Providing for or referring its employees to tobacco use cessation services.

If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

5.14 Electronic and Information Resources Accessibility and Security Standards

a. **Applicability:**

The following Electronic and Information Resources (EIR) requirements apply to the Contract because the Grantee performs services that include EIR that the System Agency's employees are required or permitted to access or members of the public are required or permitted to access.

This Section does not apply to incidental uses of EIR in the performance of the Agreement, unless the Parties agree that the EIR will become property of the State of Texas or will be used by HHSC's clients or recipients after completion of the Agreement.

Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a Product.

b. **Definitions:**

"Accessibility Standards" means accessibility standards and specifications for Texas agency and institution of higher education websites and EIR set forth in 1 TAC Chapter 206 and/or Chapter 213.

"**Electronic and Information Resources**" means information resources, including information resources technologies, and any equipment or interconnected system of

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equipment that is used in the creation, conversion, duplication, or delivery of data or information. The term includes telephones and other telecommunications products, information kiosks, transaction machines, Internet websites, multimedia resources, and office equipment, including copy machines and fax machines.

"Electronic and Information Resources Accessibility Standards" means the accessibility standards for electronic and information resources contained in 1 Texas Administrative Code Chapter 213.

"Product" means information resources technology that is, or is related to EIR.

"Web Site Accessibility Standards/Specifications" means standards contained in Volume 1 Tex. Admin. Code Chapter 206(c) Accessibility Requirements. Under Tex. Gov't Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, the System Agency must procure Products and services that comply with the Accessibility Standards when those Products are available in the commercial marketplace or when those Products are developed in response to a procurement solicitation. Accordingly, Grantee must provide electronic and information resources and associated Product documentation and technical support that comply with the Accessibility Standards.

c. **Evaluation, Testing, and Monitoring**

1. The System Agency may review, test, evaluate and monitor Grantee's Products and services, as well as associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a contract. Testing and monitoring may include user acceptance testing. Neither the review, testing (including acceptance testing), evaluation or monitoring of any Product or service, nor the absence of review, testing, evaluation or monitoring, will result in a waiver of the State's right to contest the Grantee's assertion of compliance with the Accessibility Standards.
2. Grantee agrees to cooperate fully and provide the System Agency and its representatives timely access to Products, records, and other items and information needed to conduct such review, evaluation, testing, and monitoring.

d. **Representations and Warranties**

1. Grantee represents and warrants that:
   i. As of the Effective Date of the Contract, the Products and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the Agreement, unless and to the extent the Parties otherwise expressly agree in writing; and
   ii. If the Products will be in the custody of the state or a System Agency's client or recipient after the Contract expiration or termination, the Products will continue to comply with Accessibility Standards after the expiration or termination of the Contract Term, unless the System Agency or its clients or recipients, as applicable, use the Products in a manner that renders it noncompliant.

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2. In the event Grantee becomes aware, or is notified that the Product or service and associated documentation and technical support do not comply with the Accessibility Standards, Grantee represents and warrants that it will, in a timely manner and at no cost to the System Agency, perform all necessary steps to satisfy the Accessibility Standards, including remediation, replacement, and upgrading of the Product or service, or providing a suitable substitute.
   i. Grantee acknowledges and agrees that these representations and warranties are essential inducements on which the System Agency relies in awarding this Contract.
   ii. Grantee's representations and warranties under this subsection will survive the termination or expiration of the Contract and will remain in full force and effect throughout the useful life of the Product.

e. **Remedies**

1. Under Tex. Gov't Code § 2054.465, neither the Grantee nor any other person has cause of action against the System Agency for a claim of a failure to comply with Tex. Gov't Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.
2. In the event of a breach of Grantee's representations and warranties, Grantee will be liable for direct, consequential, indirect, special, or liquidated damages and any other remedies to which the System Agency may be entitled under this Contract and other applicable law. This remedy is cumulative of any other remedies to which the System Agency may be entitled under this Contract and other applicable law.

5.15 Equipment, Supplies and Property

a. **Equipment.**

Equipment is defined as tangible personal property having a useful lifetime of more than one year and a per-unit acquisition cost that exceeds $5,000 or more.

Grantee will:

1. inventory all equipment and report the inventory on the Grantees Property Inventory Form.
2. initiate the purchase of all equipment, approved in writing by the System Agency, in the first quarter of the Contract or Contract term, as applicable. Failure to initiate purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter in the Contract must be submitted to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us.

b. **Equipment List.**

1. All items of equipment to be purchased with funds under this Contract must be itemized in Grantee's equipment list as finally approved by the System Agency in the executed Contract.

The equipment list must include:

i. Description of the property;
ii. Serial number or other identification number;

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iii. Source of funding for the property (including the Federal Assistance Identification Number);
iv. Who holds title,
v. Acquisition date and cost of the property;
vi. Percentage of Federal participation in the project costs for the Federal award under which the property was acquired;
vii. Location use and condition of the property; and
viii. Any ultimate disposition data including the date of disposal and sale price of property.

2. Any changes to the approved equipment list in this Contract must be approved in writing by the System Agency prior to the purchase of equipment.

3. Grantee will submit to the assigned contract manager, a written description including complete product specifications and need justification prior to purchasing any item of unapproved equipment. If approved, the System Agency will acknowledge its approval by means of a written amendment.

c. **Supplies.**

1. Supplies are defined as consumable items necessary to carry out the services under this Contract including medical supplies, drugs, janitorial supplies, office supplies, patient educational supplies, software, and any items of tangible personal property other than those defined as equipment above.
2. Tangible personal property includes controlled assets, including firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of $500 or more, but less than $5,000, which includes desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment are also considered Supplies.
3. Prior approval by the System Agency of the purchase of Controlled Assets is not required, but such purchases must be reported on the Grantees Property Inventory Form.

d. **Property Inventory and Protection of Assets.**

Grantee shall:

1. maintain an inventory of equipment, supplies defined as controlled assets, and property described in this Contract and submit to the assigned contract manager, upon request.

2. maintain, repair, and protect assets under this Contract to assure their full availability and usefulness.

3. if Grantee is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided or obtained under this Contract, use the proceeds to repair or replace those assets.

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e. **Assets as Collateral Prohibited.**
Grantees will not encumber equipment purchased with System Agency funds without prior written approval from the System Agency.

f. **Bankruptcy.**

1. In the event of bankruptcy, Grantee will;
   i. sever the System Agency property, equipment, and supplies in possession of Grantee from the bankruptcy, and title must revert to the System Agency.
   ii. when directed by the System Agency, return all such property, equipment and supplies to the System Agency.
   iii. ensure that its subcontracts, if any, contain a specific provision requiring that in the event of the subcontractor's bankruptcy, the subcontractor must sever the System Agency property, equipment, and supplies in possession of the subcontractor from the bankruptcy, and title must revert to the System Agency, who may require that the property, equipment and supplies be returned to the System Agency.

g. **Title to Property**

At the expiration or termination of this Contact for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to System Agency. Title may be transferred to any other party designated by System Agency. The System Agency may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.

h. **Disposition of Property**

1. Grantee will follow the procedures in the American Hospital Association's (AHA) "Estimated Useful Lives of Depreciable Hospital Assets" in disposing, at any time during or after the Contract term, of equipment purchased with the System Agency funds, except when federal or state statutory requirements supersedc or when the equipment requires licensure or registration by the state, or when the acquisition price of the equipment is equal to or greater than $5,000.

2. All other equipment not listed in the AHA reference (other than equipment that requires licensure or registration or that has an acquisition cost equal to or greater than $5,000) will be controlled by the requirements of UGMS.

3. If, prior to the end of the useful life, any item of equipment is no longer needed to perform services under this Contract, or becomes inoperable, or if the equipment requires licensure or registration or had an acquisition price equal to or greater than $5,000, Grantee will request disposition approval and instructions in writing from the contract manager assigned to this Contract.

4. After an item reaches the end of its useful life, Grantee will ensure that disposition of any equipment is in accordance with Generally Accepted Accounting Principles, and any applicable federal guidance.

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i. **Closeout of Equipment**

1. At the end of the term of a Contract that has no additional renewals or that will not be renewed (Closeout), or when a Contract is otherwise terminated, Grantee will submit to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us an inventory of equipment purchased with System Agency funds and request disposition instructions for such equipment.

2. All equipment purchased with System Agency funds must be secured by Grantee at the time of Closeout, or termination of this Contract, and must be disposed of according to the System Agency's disposition instructions, which may include return of the equipment to System Agency or transfer of possession to another System Agency Grantee, at Grantee's expense.

j. **Insurance.**

In addition to the Insurance provision of the Uniform Terms and Conditions, Grantee shall:

1. Maintain insurance or other means of repairing or replacing assets purchased with System Agency funds.
2. Repair or replace with comparable equipment any such equipment not covered by insurance that is lost, stolen, damaged or destroyed. If any insured equipment purchased with System Agency funds is lost, stolen, damaged or destroyed.
3. Notify the contract manager assigned to this Contract within 5 business days of learning of the loss, to obtain instructions whether to submit and pursue an insurance claim.
4. Use any insurance proceeds to repair the equipment or replace the equipment with comparable equipment or remit the insurance proceeds to System Agency.

k. **Travel**

The System Agency's travel policy will apply to all travel reimbursement if Grantee does not have a formal Travel Policy. If Grantee has a formal Travel Policy, Grantee shall:

1. Submit Grantee's formal travel policy to be approved by the assigned contract manager.
2. Ensure travel policy specifies reimbursement limits for meals, lodging, and the mileage rate.
3. Ensure all travel costs are reasonable and necessary.
4. Ensure all out-of-state travel is approved by the assigned contract manager prior to travel.
5. Submit all out-of-state travel requests to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us, at least, thirty (30) days prior to travel.

l. **Management and Control Systems**

Grantee will:

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1. Maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met during the term of the contract through the completion of the closeout procedures.
2. Develop, implement, and maintain financial management and control systems that meet or exceed the requirements of Uniform Statewide Accounting System (UGMS). Those requirements and procedures include, at a minimum, the following:
   i. Financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs;
   ii. Financial management systems that include accurate accounting records that are accessible and identify the source and application of funds provided under each Contract of this Contract, and original source documentation substantiating that costs are specifically and solely allocable to a Contract and its Contract and are traceable from the transaction to the general ledger;
   iii. Effective internal and budgetary controls;
   iv. Comparison of actual costs to budget; determination of reasonableness, allowableness, and allocability of costs;
   v. Timely and appropriate audits and resolution of any findings;
   vi. Billing and collection policies; and
   vii. Mechanism capable of billing and making reasonable efforts to collect from clients and third parties.

m. **Property Acquisitions**

System Agency funds must not be used to purchase buildings or real property. Any costs related to the initial acquisition of the buildings or real property are not allowable.

n. **Condition Precedent to Requesting Payment**

Grantee will disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting cash payments including any advance payments from the System Agency.

o. **Overtime Compensation.**

1. Except as provided in this section, Grantee will be responsible for any obligations of premium overtime pay due employees. Premium overtime pay is defined as any compensation paid to an individual in addition to the employee's normal rate of pay for hours worked in excess of normal working hours.
2. Funds provided under this Contract may be used to pay the premium portion of overtime only under the following conditions:

i. With the prior written approval of System Agency;
ii. Temporarily, in the case of an emergency or an occasional operational bottleneck;
iii. When employees are performing indirect functions, such as administration, maintenance, or accounting;
iv. In performance of tests, laboratory procedures, or similar operations that are

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continuous in nature and cannot reasonably be interrupted or otherwise completed; or

v. When lower overall cost to System Agency will result.

p. **Fidelity Bond**

For the benefit of System Agency, Grantee is required to carry a fidelity bond or insurance coverage equal to the amount of funding provided under this Contract up to $100,000 that covers each employee of Grantee handling funds under this Contract, including person(s) authorizing payment of such funds.

1. The fidelity bond or insurance must provide for indemnification of losses occasioned by any fraudulent or dishonest act or acts committed by any of Grantee's employees, either individually or in concert with others, and/or failure of Grantee or any of its employees to perform faithfully his/her duties or to account properly for all monies and property received by virtue of his/her position or employment. The bond or insurance acquired under this section must include coverage for third party property.
2. Grantee will notify, and obtain prior approval from, the System Agency Contract Oversight and Support Section before settling a claim on the fidelity bond or insurance.

q. **Liability Coverage.**

For the benefit of System Agency, Grantee will at all times maintain liability insurance coverage, referred to in Tex. Gov. Code § 2261.102, as "director and officer liability coverage" or similar coverage for all persons in management or governing positions within Grantee's organization or with management or governing authority over Grantee's organization (collectively "responsible persons").

Grantee will:

1. maintain copies of liability policies on site for inspection by System Agency and will submit copies of policies to System Agency upon request.
2. maintain liability insurance coverage in an amount not less than the total value of this Contract and that is sufficient to protect the interests of System Agency in the event an actionable act or omission by a responsible person damages System Agency's interests.
3. notify, and obtain prior approval from, the System Agency Contract Oversight and Support Section before settling a claim on the insurance.

r. **Quality Management.**

Grantee shall:

1. Comply with quality management requirements as directed by the System Agency.
2. Develop and implement a Quality Management Plan (QMP) that conforms with 25 TAC § 448.504 and make the QMP available to System Agency upon request. The QMP must be developed no later than the end of the first quarter of the Contract term.

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3. Update and revise the QMP each biennium or sooner, if necessary. Grantee's governing body will review and approve the initial QMP, within the first quarter of the Contract term, and each updated and revised QMP thereafter. The QMP must describe Grantee's methods to measure, assess, and improve -
   i. Implementation of evidence-based practices, programs and research-based approaches to service delivery;
   ii. Client/participant satisfaction with the services provided by Grantee;
   iii. Service capacity and access to services;
   iv. Client/participant continuum of care; and
   v. Accuracy of data reported to the state.
4. Participate in continuous quality improvement (CQI) activities as defined and scheduled by the state including, but not limited to data verification, performing self-reviews; submitting self-review results and supporting documentation for the state's desk reviews; and participating in the state's onsite or desk reviews.
5. Submit plan of improvement or corrective action plan and supporting documentation as requested by System Agency.
6. Participate in and actively pursue CQI activities that support performance and outcomes improvement.
7. Respond to consultation recommendations by System Agency, which may include, but are not limited to the following:
   i. Staff training;
   ii. Self-monitoring activities guided by System Agency, including use of quality management tools to self-identify compliance issues; and
   iii. Monitoring of performance reports in the System Agency electronic clinical management system.

s. **Abuse, Neglect, Exploitation.**

Grantee shall:

1. Take all steps necessary, to protect the health, safety and welfare of its clients and participants.
2. Develop and implement written policies and procedures for abuse, neglect and exploitation.
3. Notify appropriate authorities of any allegations of abuse, neglect, or exploitation as required by 25 TAC § 448.703.

t. **Persons on Probation or Parole.**

Grantee will:

1. Develop and implement written policies and procedures that address the delivery of services by employees, subcontractors, or volunteers on probation or parole.
2. Notify the contract manager assigned to the Contract immediately of any of its employees, volunteers or subcontractors who are on parole or probation if the employee, volunteer, or subcontractor provides or will provide direct client or participant services or who has or may have direct contact with clients or participants.
3. Maintain copies of all notices required under this section for System Agency

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review.

u. **Personnel Requirements and Documentation.**

Grantee shall:

1. Maintain current personnel documentation on each employee. All documents must be factual and accurate. Health-related information must be stored separately with restricted access as appropriate under Tex. Gov. Code §552.102. Training records may be stored separately from the main personnel file but must be easily accessible upon request. Required documentation includes the following, as applicable:
   i. A copy of the current job description signed by the employee;
   ii. Application or resume with documentation of required qualifications and verification of required credentials;
   iii. Verification of work experience;
   iv. Annual performance evaluations;
   v. Personnel data that includes date hired, rate of pay, and documentation of all pay increases and bonuses;
   vi. Documentation of appropriate screening and/or background checks, to include probation or parole documentation;
   vii. Signed documentation of initial and other required training; and
   viii. Records of any disciplinary actions.
2. Document authentication must include signature, credentials when applicable, and date. If the document relates to past activity, the date of the activity must also be recorded. Documentation must be permanent and legible. When it is necessary to correct a required document, the error must be marked through with a single line, dated, and initialed by the writer.

5.16 Clinical Management for Behavioral Health Services (CMBHS) System

The CMBHS is the official record of documentation by System Agency.
Grantee shall:

1. Request access to CMBHS via the CMBHS Helpline at (866) 806-7806.
2. Use the CMBHS time frames specified by System Agency.
3. Use System Agency-specified functionality of the CMBHS in its entirety.
4. Submit all bills and reports to System Agency through the CMBHS, unless otherwise instructed.

a. **Resources**

Grantee shall ensure that Grantee's employees have appropriate Internet access and an adequate number of computers of sufficient capabilities to use the CMBHS. Equipment purchased with System Agency funds must be inventoried, maintained in working order, and secured.

b. **Security Administrator and Authorized Users**

Grantee shall:

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1. Designate a Security Administrator and a back-up Security Administrator. The Security Administrator is required to implement and maintain a system for management of user accounts/user roles to ensure that all the CMBHS user accounts are current.
2. Have a security policy that ensures adequate system security and protection of confidential information.
3. Notify the CMBHS Help-desk within ten (10) business days of any change to the designated Security Administrator or the back-up Security Administrator.

Grantee will:

i. Ensure that access to CMBHS is restricted to only currently authorized users.
ii. Within 24 hours, remove access to users who are no longer authorized to have access to secure data in CMBHS.
iii. Maintain the CMBHS Authorized Users List which includes former and current Grantee's employees, contracted labor, subcontractors or any other users authorized to have access to secure data in CMBHS. The CMBHS Authorized Users List shall document whose authority has been added and terminated; and the date the authority was added and terminated.

4. Submit the CMBHS Security Attestation Form and the CMBHS Authorized Users List as stated in Attachment A, to the following e-mail address: SubstanceAbuse.Contracts@hhsc.state.tx.us.
5. Continually maintain the current CMBHS Authorized Users List on file and make available to System Agency upon request within five business days.
6. Immediately block access to CMBHS of any person who should no longer have access to CMBHS, due to severance of employment with Grantee or otherwise,
   i. immediately modify access when there is a change in a user's job responsibilities that affects the user's need for access to CMBHS,
   ii. update records on a daily basis to reflect any changes in account status.

c. **Security Violations and Accounts Updates.**
Grantee will adhere to the Confidentiality Article requirements and HHS Data Usage Agreement of this contract and immediately contact System Agency if a security violation is detected, or if Grantee has any reason to suspect that the security or integrity of the CMBHS data has been or may be compromised in any way.

d. **Electronic Transfer of Information.**
Grantee will establish and maintain adequate internal controls, security, and oversight for the approval and electronic transfer of information regarding payments and reporting requirements. Grantee certifies that the electronic payment requests and reports transmitted will contain true, accurate, and complete information.

e. **Access.**
System Agency reserves the right to limit or deny access, to the CMBHS by Grantee, at any time for any reason deemed appropriate by System Agency. Grantee access to CMBHS will be placed in inactive status when theGrantee ceases to have an executed contract with System Agency Mental Health and Substance Abuse Division.

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f. **Customer Support and Training.**
System Agency will provide support for the CMBHS, including problem tracking and problem resolution. System Agency will provide telephone numbers for Grantees to obtain access to expert assistance for CMBHS-related problem resolution. System Agency will provide initial CMBHS training. Grantee shall provide subsequent ongoing end-user training.

5.17 HIV/AIDS Model Workplace Guidelines

Grantee shall:

a. Implement the System Agency's policies based on the Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS), AIDS Model Workplace Guidelines for Businesses at http://www.dshs.state.tx.us/hivstd/policy/policies.shtm, State Agencies and State Grantees Policy No. 090.021.

b. Educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Texas. Health & Safety Code §§ 85.112-114.

5.18 Medicaid Enrollment

Treatment Grantees shall enroll as a provider with Texas Medicaid and Healthcare Partnership (TMHP) and all Medicaid Managed Care organizations in Grantee's service region within the first quarter of this procurement term and maintain through the procurement term.

5.19 Billing for Treatment and Payment Restrictions

Grantees shall:

a. Bill for only one intensity of service and service type (either outpatient or residential) per client per day

b. Not bill for an intensity of service and service type if another System Agency-funded Treatment Grantee is providing and billing System Agency for another intensity of service and service type.

c. The following are the exceptions to Item (b):
A client may receive the following services at the same time the client receives SUD outpatient or residential treatment services:
a. Co-occurring psychiatric / substance use disorder services,
b. Ambulatory detoxification, or
c. Opioid substitution therapy services.

d. If two Grantees provide services to the same client under this exception, the Grantees must coordinate services and both Grantees must document the service coordination in CMBHS.

5.20 Persons on Probation or Parole.

Grantee shall;

a. Develop and implement written policies and procedures that address the delivery of

services by employees, subcontractors, or volunteers on probation or parole.

b. Submit to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us, notice of any of its employees, volunteers or subcontractors who are on parole or probation if the employee, volunteer, or subcontractor provides or will provide direct client or participant services or who has or may have direct contact with clients or participants.

c. Maintain copies of all notices required under this section for System Agency review.

d. Ensure that any person who is on probation or parole is prohibited from performing direct client/participant services or from having direct contact with clients or participants until authorized by System Agency.

5.21 Substance Abuse Block Grant (SABG) Requirements

Grantee will comply with the requirements of the SABG, including the restrictions on expenditure of grant funds, stated in 45 CFR § 96.135 and the Notice of Grant Award:

The State shall not expend the Block Grant on the following activities:

a. To provide inpatient hospital services, except as provided in paragraph (c) of this section;

b. To make cash payments to intended recipients of health services;

c. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;

d. To satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds;

e. To provide financial assistance to any entity other than a public or nonprofit private entity; or

f. To provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for AIDS.

5.22 Match and Program Income

Grantee shall:

a. Contribute match that is, at minimum, the percentage, stated on Attachment B, of Total System Agency Share unless otherwise stated on Attachment B.

b. Report match on each Financial Status Report (FSR) or Quarterly Match Report, including description, source, and dollar amount in the FSR comment section for the non-System Agency funding and in-kind contributions for the program or as directed by System Agency.

c. Adhere to the Program Income requirements in Uniform Grants Management Standards (UGMS).

d. Not use program income as match without prior approval of the contract manager assigned to the Contract.

e. If the match ratio requirement is not met by the beginning of the last three months of

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the term of the Contract, System Agency may withhold or reduce payments to satisfy match insufficiency or demand a refund of the amount of the match insufficiency.

5.23 Contract Reconciliation

Grantee, within 45 calendar days after the end of each fiscal term year, will submit to the System Agency email box, SubstanceAbuse.Contracts@hhsc.state.tx.us, financial and reconciliation reports required by System Agency in forms as determined by System Agency.

5.24 Breach of Contract and Liquidated Damages

a. Contract Monitoring.

System Agency:

1. will monitor Grantee for programmatic and financial compliance with this Contract and;
2. may impose liquidated damages for any breach of this Contract.
3. at its discretion, may place Grantee on accelerated monitoring, which entails more frequent or more extensive monitoring than ordinarily conducted by System Agency.
4. may allow the Grantee the opportunity to correct identified deficiencies prior to imposing actions stated in this section.

b. **Liquidated Damages.**

Grantee agrees that noncompliance with the requirements specified in the Contract causes damages to System Agency that are difficult to ascertain and quantify. Grantee further agrees that System Agency may impose liquidated damages each month for so long as the noncompliance continues. Failure to comply with any of the Contract requirements, System Agency may impose liquidated damages of:

1. $500 for the first occurrence of noncompliance during a fiscal year;
2. $750 for the second occurrence of noncompliance with the same requirement during the same fiscal year; and
3. $1,000 for the third and subsequent occurrence(s) of noncompliance with the same requirement during the same fiscal year.

c. **Grantee Repayment.**

System Agency may withhold payments to Grantee to satisfy any recoupment or liquidated damage imposed by System Agency under this Article. System Agency may take repayment from funds available under this Contract, active or expired, or any subsequent renewal, in amounts necessary to fulfill Grantee's repayment obligations.

d. **Notice of Liquidated Damages.**

System Agency will formally notify Grantee in writing when liquidated damages action is imposed, stating the nature of the action, the reasons for imposing, and the method of appealing. Grantee must submit a written appeal, within 10 calendar days of receipt of the notice, to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us.

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A submitted appeal must;

1. include documented proof that Grantee submitted the information by the due date or received an exemption from the assigned contract manager.
2. demonstrate the findings on which the Liquidated Damage is based are either invalid or do not warrant the action(s).

If System Agency determines the liquidated damage is warranted, System Agency's decision is final and the remedy or sanction shall be imposed.

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FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which HHSC relies when reporting information to the federal government required under federal law. If HHSC later determines that the Contractor knowingly rendered an erroneous certification, HHSC may pursue all available remedies in accordance with Texas and U.S. laws. Signor further agrees that it will provide immediate written notice to HHSC if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to HHSC detailing which of the below statements it cannot certify and why.***

Legal Name of Contractor:	**FFATA Contact # 1 Name, Email and Phone Number:**
Primary Address of Contractor:	**FFATA Contact #2 Name, Email and Phone Number:**
ZIP Code: 9-digits Required www.usps.com _____ - ____	**Primary DUNS Number: 9-digits Required** http://www.dnb.com/us/
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits	

Printed Name of Authorized Representative Daniel Pope	**Signature of Authorized Representative**
Title of Authorized Representative Mayor	**Date**

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FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year? ☐ Yes ☐ No

If your answer is "Yes," skip questions "A," "B," and "C" and finish the certification.
If your answer is "No," answer questions "A" and "B."

A. Certification Regarding Percent (%) of Annual Gross from Federal Awards.
Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☐ Yes ☐ No

B. Certification Regarding Amount of Annual Gross from Federal Awards.
Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☐ Yes ☐ No

If your answer is "Yes" to both question "A" and "B," you must answer question "C."
If your answer is "No" to either question "A" or "B," skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.
Does the public have access to information about the highly compensated officers/senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) 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? ☐ Yes ☐ No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

Provide compensation information here:

DocuSign

Certificate Of Completion

Envelope Id: BC835E3197DB44CD9C905CA841257FCB
Status: Sent
Subject: Amending $3,786,024.00; HHS000779500004; City of Lubbock A-1; HHSC MSS-IDD - SUDCMU
Source Envelope:
Document Pages: 56
Signatures: 0
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
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1100 W. 49th St.
Austin, TX 78756
PCS_DocuSign@hhsc.state.tx.us
IP Address: 167.137.1.16

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Holder: Texas Health and Human Services Commission
PCS_DocuSign@hhsc.state.tx.us

Location: DocuSign

Signer Events	Signature	Timestamp
Daniel Pope dpope@mylubbock.us Mayor City of Lubbock Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 8/19/2021 10:14:16 AM Resent: 8/23/2021 11:16:01 AM Viewed: 8/26/2021 3:49:25 PM
Sonja Gaines Sonja.Gaines@hhs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
HHSC SUD Contracts SubstanceAbuse.Contracts@hhsc.state.tx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/19/2021 10:14:15 AM
Bryan Hunter Bryan.Hunter@hhs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/19/2021 10:14:15 AM

Carbon Copy Events	Status	Timestamp
Contract Developer Jennifer.Silva01@hhs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/19/2021 10:14:15 AM

Payment Events	Status	Timestamps

CITY OF LUBBOCK

ATTEST:

By: _____
DANIEL M. POPE, Mayor

ATTEST:

By: _____
REBECCA GARZA, City Secretary

APPROVED AS TO CONTENT:

By: _____
KATHERINE WELLS, Director of Public Health

APPROVED AS TO FORM:

By: _____
RYAN BROOKE, Assistant City Attorney

Regular City Council Meeting **7. 39.**

Meeting Date: 09/14/2021

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution authorizing the Mayor to execute a StarCare Specialty Health System Memorandum of Understanding - Outreach, Screening, Assessment, and Referral, by and between the City of Lubbock through the City of Lubbock Health Department, and StarCare Specialty Health System, to participate in an interagency collaborative effort to meet the specific needs of the priority population, including serving as an essential link between prevention, intervention, and treatment services within the community.

Item Summary

This agreement will provide the City of Lubbock Health Department the opportunity to work with individuals and to assist them by ensuring they are receiving needed care through referrals to StarCare Specialty Health System. Through this agreement, the Health Department will provide 3 of the 10 Essential Public Health Services.

These 3 services include:
1) Informing, educating, and empowering people about health issues;
2) Linking people to needed personal health services; and
3) Mobilizing community partnerships and acting to identify and solve health problems.

Fiscal Impact

None

Staff/Board Recommending

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

Attachments

Resolution - MOU with StarCare

MOU - StarCare

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 StarCare Specialty Health System Memorandum of Understanding ("MOU") Outreach, Screening, Assessment, and Referral, to participate in an interagency collaborative effort to meet the specific needs of the priority population, including serving as an essential link between prevention, intervention, and treatment services within the community, by and between the City of Lubbock, acting by and through the City of Lubbock Health Department ("COLHD"), and StarCare Specialty Health System, and all related documents. Said MOU is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

_____

DANIEL M. POPE, MAYOR

ATTEST:

_____

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____

Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____

Ryan Brooke, Assistant City Attorney

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StarCare Specialty Health System
Memorandum of Understanding
Outreach, Screening, Assessment, and Referral

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the agencies shown below.

I. AGENCIES:

Lubbock Regional MHMR Center
DBA StarCare Specialty Health System (StarCare)
904 Ave. O, P.O. Box 2828, Lubbock, Texas 79408-2828

City of Lubbock Health Department
806 18th Street, Lubbock, Texas 79401

II. STATEMENT OF SERVICES TO BE PERFORMED:

The parties hereto, agree by execution of this Memorandum of Understanding to participate in an interagency collaborative effort to meet the specific needs of the priority population, including serving as an essential link between prevention, intervention, and treatment services within the community.

III. OBLIGATIONS OF STARCARE:

StarCare agrees to:

(a) Provide (as appropriate) outreach, screening, assessment, and referral services to individuals and/or family members that are experiencing problems related to the use of alcohol, tobacco, or other drugs.

(b) Establish contact with agencies throughout the region in an effort to collaborate on activities such as identifying resources and needs, maximizing the efficiency of services offered, identifying gaps in services, and sharing training opportunities.

(c) Assess individuals referred in order to identify problems and determine appropriate treatment needs in order to make referrals to needed services, including pharmacotherapy and medical services.

(d) Disseminate information to increase access to needed services, including medical care, mental health care, and substance abuse treatment.

(e) Provide crisis intervention and motivational counseling as part of brief intervention when appropriate, including making referrals to interim services and providing pretreatment counseling / brief interventions.

(f) Make prevention education available and provide referrals to prevention training opportunities in the region.

IV. OBLIGATIONS OF CITY OF LUBBOCK HEALTH DEPARTMENT:

City of Lubbock Health Department agrees to:

(a) Collaborate with StarCare in developing strategies in an effort to identify gaps in services and prevent duplication of services so to better meet the needs of the community.

(b) Help identify individuals who meet the priority population criteria and invite them to participate in the various activities.

V. TERM OF AGREEMENT:

This agreement is to begin September 1, 2021 and shall terminate August 31, 2022.

THE UNDERSIGNED AGENCIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the effected agencies and (2) the proposed arrangements serve the interest of efficient and economical administration.

STARCARE AND ITS AGENT further certify that it has the authority to enter into this agreement for the above services under the provisions of Chapter 534 of the Texas Health & Safety Code Ann., as amended.

StarCare Specialty Health System:

DocuSigned by:
Robyn Johnston, COS, for Beth Lawson 8/12/2021
29DB7C92FE8E473

Beth Lawson Date
Chief Executive Officer

Phone: 806-766-0310

Email: starcare@starcarelubbock.org

City of Lubbock Health Department:

Daniel M. Pope Date
Mayor

Phone: 806-775-2024

Email: dpope@mylubbock.us

Katherine Wells 8/27/2021
Katherine Wells Date
Public Health Director

Phone: 806-775-2941

Email: kwells@mylubbock.us

CITY OF LUBBOCK

ATTEST:

By: _____
DANIEL M. POPE, Mayor

ATTEST:

By: _____
REBECCA GARZA, City Secretary

APPROVED AS TO CONTENT:

By: _____
KATHERINE WELLS, Director of Public Health

APPROVED AS TO FORM:

By: _____
RYAN BROOKE, Assistant City Attorney

Regular City Council Meeting **7. 40.**

Meeting Date: 09/14/2021

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution authorizing the Mayor to execute a StarCare Specialty Health System Memorandum of Understanding - Parenting Awareness & Drug Risk Education Program (PADRE), by and between the City of Lubbock through the City of Lubbock Health Department, and StarCare Specialty Health System, to participate in an interagency collaborative effort to provide community-based, intervention services to parents and expectant parents with substance use disorders, or who are at risk of developing substance use disorders.

Item Summary

This agreement will provide the City of Lubbock Health Department the opportunity to refer individuals in priority and target populations, for needed care, education, and follow up at StarCare Specialty Health System. Through this agreement, the Health Department will provide 3 of the 10 Essential Public Health Services.

These services include:
1) Informing, educating and empowering people about health issues;
2) Linking people to needed personal health services; and
3) Mobilizing community partnerships and acting to identify and solve health problems.

Fiscal Impact

None

Staff/Board Recommending

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

Attachments

Resolution - MOU with StarCare (PADRE)

MOU with StarCare (PADRE)

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 StarCare Specialty Health System Memorandum of Understanding ("MOU") Parenting Awareness & Drug Risk Education Program ("PADRE"), to participate in an interagency collaborative effort to provide community based, intervention services to parents and expectant parents with substance use disorders or who are at risk of developing substance use disorders, by and between the City of Lubbock, acting by and through the City of Lubbock Health Department ("COLHD"), and StarCare Specialty Health System, and all related documents. Said MOU is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

_____

DANIEL M. POPE, MAYOR

ATTEST:

_____

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____

Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____

Ryan Brooke, Assistant City Attorney

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StarCare Specialty Health System
Memorandum of Understanding
Parenting Awareness & Drug Risk Education Program (PADRE)

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the agencies shown below.

I. AGENCIES:

Lubbock Regional MHMR Center
DBA StarCare Specialty Health System (StarCare)
904 Ave. O, P. O. Box 2828, Lubbock Texas 79408-2828

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

II. STATEMENT OF SERVICES TO BE PERFORMED:

The parties hereto, agree by execution of this Memorandum of Understanding to participate in an interagency collaborative effort to provide community based, intervention services to parents and expectant parents with substance use disorders or who are at risk of developing substance use disorders. The goal of the program is to intervene with education and appropriate referrals in order to improve birth outcomes.

III. PROGRAM SPECIFIC GOALS:

(a) Reduce the incidence or extent of prenatal and postpartum exposure to alcohol, tobacco and other drug (ATOD) exposure to unborn and newborn infants up to 6 years of age.

(b) Improve birth outcomes for women at risk of substance use/abuse including optimum gestational age, healthy birth weight and increased participation in prenatal care.

(c) Improve parenting skills by provision of parenting education, including infant care.

(d) Educate and inform parents and expectant parents on Fetal Alcohol Spectrum Disorder (FASD) and the effects of tobacco and other drugs on the fetus.

(e) Improve parental bonding and parenting skills and promote healthy lifestyles.

IV. OBLIGATIONS OF STARCARE:

StarCare agrees to:

(a) Provide access to productive, supportive services and activities offered through the STARCARE network when appropriate (such as intervention, treatment, education, outreach, social/recreational activities, family services and access to HIV/AIDS and STD testing).

(b) Establish contact with agencies throughout the region in an effort to collaborate on activities such as identifying resources and needs, maximizing the efficiency of services offered, identifying gaps in services, and sharing training opportunities.

(c) Assess individuals referred to identify problems and determine appropriate treatment in order to make referrals to needed services, including medical services.

(d) Provide onsite outreach services that include substance use/abuse screening and assessment using the Texas Health and Human Services Commission approved PADRE Risk Assessment tool.

(e) Disseminate information to increase awareness of available services, including medical care, mental health care, and substance abuse treatment.

(f) Provide referrals to cooperating agencies for a full spectrum of prenatal-postpartum case management services to include individual and group counseling.

(g) Provide education about Teratogens –substances that harm the unborn baby – including: alcohol, nicotine, street drugs (such as cocaine, methamphetamines, heroin, mushrooms, etc), prescription drugs, over the counter medications, herbs, and environmental agents.

(h) Provide school and home visits by case managers.

(i) Provide referrals to Parents as Teachers classes, and other supportive parenting classes.

(j) Provide referrals to customer friendly locations to apply for Medicaid and CHIP services.

(k) Assist with linking to OB/GYN practitioners in the community.

(l) Provide referrals to many other services in cooperation with existing agencies to assist with food, employment, clothing, WIC, dental, transportation, medical, drug and alcohol counseling, mental health services, educational services including GED, alternative and trade schools, child care services, easy rider car seat classes, and many other supports for parents and expectant parents.

V. OBLIGATIONS OF THE CITY OF LUBBOCK HEALTH DEPARTMENT:

The City of Lubbock Health Department agrees to:

(a) Collaborate with StarCare in developing strategies to identify gaps in services and prevent duplication of services to better meet the needs of parenting males and expecting fathers and the community.

(b) Identify individuals who are parenting males and expecting fathers who are identified as being at risk for, or who have, a substance use/abuse problem and invite them to participate in the various activities.

(c) Participate in a collaborative effort to help the community develop natural support systems within the community.

(d) Refer appropriate individuals to StarCare for services.

VI. TERM OF AGREEMENT:

This agreement is to begin September 1, 2021 and shall terminate August 31, 2022.

THE UNDERSIGNED AGENCIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the effected agencies and (2) the proposed arrangements serve the interest of efficient and economical administration.

STARCARE AND ITS AGENT further certify that it has the authority to enter into this agreement for the above services under the provisions of Chapter 534 of the Texas Health & Safety Code Ann., as amended.

StarCare Specialty Health System:

DocuSigned by:
Robyn Johnston, COS, for Beth Lawson
29D87C92FE6F473...
8/12/2021

Beth Lawson — Date
Chief Executive Officer

Phone: 806-766-0310

Email: starcare@starcarelubbock.org

City of Lubbock Health Department:

Daniel M. Pope — Date
Mayor

Phone: 806-775-2024

Email: dpope@mylubbock.us

Katherine Wells 8/27/2021
Katherine Wells — Date
Public Health Director

Phone: 806-775-2941

Email: kwells@mylubbock.us

CITY OF LUBBOCK

ATTEST:

By: _____
DANIEL M. POPE, Mayor

ATTEST:

By: _____
REBECCA GARZA, City Secretary

APPROVED AS TO CONTENT:

By: _____
KATHERINE WELLS, Director of Public Health

APPROVED AS TO FORM:

By: _____
RYAN BROOKE, Assistant City Attorney

Regular City Council Meeting **7. 41.**

Meeting Date: 09/14/2021

Information

Agenda Item

Resolution - Human Resources: Consider a resolution authorizing the Mayor to execute the First Amendment to Administrative Services Agreement 13582, by and between the City of Lubbock and ConnectYourCare, LLC, to include administrative services for the Health Reimbursement Arrangement for Medicare-eligible retirees.

Item Summary

The Texas Government Code Section 175.003(c) allows municipalities to substitute a Medicare supplement for retirees attaining Medicare eligibility. Beginning January 1, 2018, retirees and dependent spouses enrolled in the group health plan, who reach age 65, and become Medicare-eligible, are enrolled in a Health Reimbursement Arrangement (HRA) account.

ConnectYourCare, LLC (CYC) provides the Health Reimbursement Arrangement (HRA) administration services in Contract 13583. The City pays a monthly stipend of $150 per month per Medicare-eligible retiree, and $150 per month per Medicare-eligible dependent. Administration costs are $3.00 per account, per month, which is approximately $29,000 per year.

On June 18, 2021, CYC provided written notice that they would not renew the HRA Administrative Agreement as of January 1, 2022.

The City of Lubbock contracted with CYC, to provide administration services for similar health care savings accounts for active employees, flexible spending accounts, and dependent care reimbursement accounts. The CYC contract was effective January 1, 2018, for a 5-year period ending December 31, 2022. The amendment to the CYC contract adds administration of the HRA for post-65 retirees, at the rate of $3.20 per account, per month, for an approximate annual cost of $29,780.

The amendment is for a 1-year period. A Request For Proposal for Medical, Dental, Pharmacy Benefit Management, Vision, COBRA, and Flexible Spending Account Administration is scheduled for distribution in May 2022.

Fiscal Impact

The approximate annual cost of this amendment is $29,780.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Attachments

Resolution - Amendment to CYC

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Amendment to that certain Administrative Services Agreement dated January 1, 2018, (Resolution No. 2017-R0338) by and between the City of Lubbock and CONNECTYOURCARE, LLC, 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:

_____
Clifton Beck, Director of Human Resources

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs/RES.Amend Agrmt-ConnectYourCare, LLC
August 19, 2021

DocuSign Envelope ID: 8FFE067E-5051-4B67-991F-3FAE35F84A90

First Amendment to Administrative Services Agreement

This First Amendment ("First Amendment") to that certain Administrative Services Agreement (the "Agreement"), with an Effective Date of January 1, 2018, is made and entered into by and between **CONNECTYOURCARE, LLC**, ("CYC") and **the CITY OF LUBBOCK** ("Employer"). Each of CYC and Employer is a "Party", and collectively, the "Parties". Except as expressly provided herein, all other terms and conditions as set forth in the Agreement shall remain in full force and effect and shall continue to be binding on the Parties hereto. Solely to the extent that the terms of the First Amendment conflict with any terms of the Agreement, this First Amendment supersedes the Agreement. Otherwise, this First Amendment is governed by and subject to the terms of the Agreement.

RECITALS

1. WHEREAS, Employer and CYC entered into an Administrative Services Agreement with an Effective Date of January 1, 2018; and

2. WHEREAS, pursuant to Section 11 of the Agreement, the Parties desire to amend the Agreement and Exhibits attached thereto; and

3. WHEREAS, capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and mutual warranties, representations, covenants, and agreements contained in this First Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The Recitals section of the Agreement is hereby amended to add the following language as a new Recital D and the current Recitals D and E shall be retitled Recitals E and F:

   D. Employer may offer to its employees a Health Reimbursement Arrangement ("HRA") as described in the regulations underlying Code § 105 and 106;

2. Fee Schedule. The first row of the first chart in Exhibit B, Fee Schedule, of the Agreement is hereby deleted in its entirety and replaced with the following language:

Monthly fee per account participant per month ("PPPM")	
Account type: FSA and DCAP	$2.22
Account type: FSA	$2.22
Account type: HRA	$3.20

3. Except as set forth in this First Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms.

[Signatures located on following page]

DocuSign Envelope ID: 8FFE067E-5051-4B67-991F-3FAE35F84A90

INTENDING TO BE LEGALLY BOUND, the Parties have caused this First Amendment to be executed by their duly authorized representatives, and it shall be effective as of January 1, 2022.

CONNECTYOURCARE, LLC	**CITY OF LUBBOCK**
By: Mark Johns	By:
Name: Mark Johns	Name:
Title: Business Segment CFO, Optum Financial	Title:
Date: September 1, 2021	Date:

Regular City Council Meeting **7. 42.**

Meeting Date: 09/14/2021

Information

Agenda Item

Resolution - Municipal Court: Consider a resolution authorizing the Mayor to execute a renewal of the Interlocal Agreement for Specialized Treatment and Rehabilitation Program, between the City of Lubbock, Lubbock County, and the Lubbock Independent School District, for Fiscal Year 2021-22.

Item Summary

The Interlocal Agreement for the Specialized Treatment and Rehabilitation (STAR) Program is a cooperative venture between the City of Lubbock, Lubbock County, and the Lubbock Independent School District. The agreement addresses the needs of school-age children, ages 10-17, who have committed offenses agreed upon by all parties, and whom the Lubbock County Juvenile Justice Center and/or the court, has determined would benefit from placement in a program that combines education with a regimented discipline.

Fiscal Impact

The City's portion of the cost is $175,000 and has been included in the Municipal Court's proposed budget submission for FY 2021-22.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Jorge Hernandez, Presiding Judge

Attachments

STAR Resolution 2021-22
STAR Interlocal Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a renewal of the **Interlocal Agreement for Specialized Treatment And Rehabilitation (STAR) to be provided by Lubbock County, Texas and the Lubbock Independent School District (LISD)** for **FY 2021-2022,** and related documents, between the City of Lubbock, Lubbock County, Texas, and the Lubbock Independent School District. 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:

_____
Hon. Jorge Hernandez, Municipal Judge

APPROVED AS TO FORM:

_____
John C. Grace, Assistant City Attorney

S:\cityatt\CCDOCS\RES.MuniCt.STAR.2021.doc

STATE OF TEXAS)(**INTER-LOCAL AGREEMENT**

COUNTY OF LUBBOCK)(**SPECIALIZED TREATMENT AND REHABILITATION PROGRAM (STAR) FOR FISCAL YEAR 2021-2022**

This Inter-Local Agreement (Agreement), is made and entered into pursuant to the Inter-Local Cooperation Act (Chapter 791, Government Code), by and among LUBBOCK INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "LISD", the CITY OF LUBBOCK, hereinafter referred to as "CITY", and COUNTY OF LUBBOCK through the LUBBOCK COUNTY JUVENILE JUSTICE CENTER, hereinafter referred to as "COUNTY".

WHEREAS, the SPECIALIZED TREATMENT AND REHABILITATION project, hereinafter referred to as "STAR", is a cooperative venture between LISD, CITY, and COUNTY that will address the needs of school children, ages 10-17, who have committed offenses agreed upon by all parties, and whom the Lubbock County Juvenile Justice Center and/or the court has determined would benefit from placement in a program that combines education with a regimented discipline.

WHEREAS, LISD will provide the education component of STAR II, III, and IV.

WHEREAS, COUNTY will provide: (1) the regimented drill and exercise and; (2) some counseling and; (3) probation supervision to portions of the STAR program.

WITNESSETH:

I.
TERM

1.1 Term. Regardless of the date of execution, the term of this contract is for a period of one (1) year commencing on October 1, 2021, and ending on September 30, 2022

1.2 Option to Renew. The parties have the option to renew this contract for three (3) successive one-year-terms, if thirty (30) days prior to the end of the term, the parties agree in writing to renew the contract.

II.
CONSIDERATION

2.1 The CITY, and LISD, will each contribute **ONE HUNDRED SEVENTY FIVE THOUSAND DOLLARS ($175,000.00)**. The County of Lubbock will contribute at least $175,000.00, potentially more, consistent with the demand for services and their compliance with state and federal regulations. Each party paying for the performance of governmental functions or services hereunder must make those payments from current revenues available to the paying party as required by Section 791.011 of the Texas Government Code.

2.2 In addition to the funding described in 2.1. herein above, LISD will provide the meals for the

students. LISD will also contribute to the COUNTY the sum of the wages, including overtime cost, benefits and expenses incurred by each STAR officer within 30 days of receiving notification by the COUNTY of such expenses. The above described expenses are a separate item form the original STAR contracted amount and are the sole expenses of LISD.

2.3 The COUNTY will provide travel and training for the Juvenile Supervision Officers assigned to the project, and arrange for court hearings for placement of the students into the program.

2.4. The COUNTY will provide quarterly reports to the LISD and the CITY regarding progress of the program, expenditures, and a census of students enrolled and dismissed during the quarter.

2.5. As subdivisions of the State of Texas, CITY, COUNTY, AND LISD are exempt under the Internal Revenue Code Section 170 (b)(A)(iii).

2.6. Positions to be funded by this Agreement, with the funds being deposited and dispersed by the COUNTY, include a Supervisor, a Assistant Supervisor, and seven Juvenile Supervision Officers.

2.61 The Supervisor will report to the Director of the Lubbock County Juvenile Justice Center, and serve as the coordinator of the regimented close order drill and exercise portion of the program. The Supervisor will perform duties including, but not limited to the following:

1. Assure that all participants have had physical examinations, and have been cleared by a physician for participation in the program;

2. Assure exercises and regimented drill activities are appropriate for age and maturity level of participants;

3. Serve as the liaison among CITY, COUNTY, and LISD, on matters related to the STAR Program;

4. Supervise and evaluate performance of Juvenile Supervision Officer;

5. Provide to assigned probation officer progress reports on program participants;

6. Maintain data necessary for evaluative purposes;

7. Provide quarterly reports that include: number of juveniles enrolled in STAR III and IV Programs; number and type of criminal offenses committed by each juvenile prior to enrollment in STAR III and IV Program; criminal offenses committed by juveniles during STAR III and IV Programs participation; number and type of any criminal offense committed by a juvenile six months after completing the STAR Program.

8. Perform other duties as they are assigned by the Director of the Lubbock County Juvenile Justice Center.

2.62 The Assistant Supervisor and Juvenile Supervision Officer will perform duties including, but not limited to the following:

1. Assure exercises and regimented drill activities are appropriate for age and maturity level of participants;

2. Provide to assigned probation officer, progress reports on program participants;

3. Maintain data necessary for evaluative purposes;

4. Complete attendance reports on all individuals assigned to program;

5. Develop standards of behavior expected of the program participants;

6. Perform other duties as they are assigned by the Supervisor.

III.
METHODOLOGY

A child's placement into the program occurs as a condition of probation, or upon a referral from LISD, Justice of the Peace Court, and/or the Municipal Court.

3.1 Condition of probation. The court may require participation in the STAR Program as a condition of probation.

3.11 Referral from LISD. Referrals will be made to the STAR Program by principals, or their designees, from Junior High and High Schools in LISD, and Project Intercept Unit II. With the approval of the Supervisor, a student will be eligible for the STAR Program if the child demonstrates adverse behavior in school, and school officials deem it in the best interest of the child to participate in the program.

3.12 Referrals from Justice of the Peace and Municipal Courts. Referrals may be made to the STAR Program by Justice of the Peace and Municipal Court Judges. Those juvenile offenders who have been found to have committed Class C misdemeanors, as specified in the Texas Penal Code, may be eligible for participation in the STAR Program as part of a disposition imposed by the court.

3.2 Physical examination. Prior to starting the STAR Program, students must have a physical examination, at the student's expense, to determine the physical fitness of the student. The physical examination must be performed by a licensed physician. In addition, female students must undergo a pregnancy examination prior to participation in the STAR Program. Those testing positive will not be considered for admittance to STAR.

3.3 Each participant in the STAR Program will be required to report to school at a time designated by the Supervisor. The parents of children placed in the program as a condition of probation will be ordered by the court to transport the child to and from the STAR Program. Children placed in to the program by LISD will be transported to and from the program by their parents.

3.31 During weekdays, the student will participate in the close order drill and exercise portion of STAR Program which occurs at Lubbock County Juvenile Justice Center located at 2025 N. Akron, Lubbock, Texas 79415 before and after school. Students from LISD enrolled in STAR IV, who are

court ordered to participate, will receive their class room instruction at LCJJC.

3.32 On non-school days (Saturdays, Sundays, and possibly some holidays) children may perform community service work as designated, or instructed by the Supervisor.

3.4 Once the court ordered participant has completed the STAR Program, the Supervisor and assigned probation officer will meet with the child and his/her parents to determine a supervision plan for the remainder of the period of probation. LISD and COUNTY representatives will continue to work with the child to assist the child in maintaining the self-discipline and appropriate behaviors learned during the twelve week aftercare program.

3.5 LISD and COUNTY both acknowledge and understand providing services to juveniles involved in criminal justice proceedings subjects the personal and professional conduct of employees of both entities to a higher level of scrutiny than it would otherwise in a private setting. Both LISD and COUNTY understand that any personal or professional conduct of employees of either party that reflects poorly on the credibility or professional opinion of any employee of LISD and/or COUNTY may be required to be disclosed to the Court handling the juvenile's case and/or attorneys or prosecutors involved in legal proceedings.

Parents will be encouraged to participate in the programming provided by COUNTY and/or LISD which includes classes on parenting, communications, etc.

IV.
PROHIBITION TO CONTRACT WITH CERTAIN COMPANIES

CONTRACTOR must be in compliance with the provisions of §2252.152 and §2252.153 of the Texas Government Code, which states in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with any company listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2252.153, which do business with Iran, Sudan or any Foreign Terrorist Organization. By entering into this Agreement, CONTRACTOR verifies to COUNTY that it is not on any such list.

V.
ISRAEL STATEMENT

Consistent with Texas Government Code § 2271.002 (effective September 1, 2019) CONTRACTOR verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by § 808.001 of the Texas Government Code. Section 2271.002 of the Government Code only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000or more that is to be paid wholly or partly from public funds of the governmental entity. The term "company" is defined by §§ 808.001 and 2271.001 of the Texas Government Code.

VI.
TERMINATION

4.1 This Agreement may be terminated by mutual agreement of LISD, CITY, AND COUNTY, at any time upon the giving of a thirty (30) day written notice of intent to terminate. Mutual agreement is defined as parties consenting in writing to the unconditional dissolution of the Inter-Local Agreement. All notices shall be in writing and sent by registered or certified mail addressed as follows:

TO LISD:	Superintendent LUBBOCK INDEPENDENT SCHOOL DISTRICT 1628 19th Street Lubbock, Texas 79401
TO CITY:	City Manager CITY OF LUBBOCK 1625 13th Street Lubbock, Texas 79401
TO COUNTY:	County Judge LUBBOCK COUNTY COURTHOUSE P.O. Box 10536 Lubbock, Texas 79408

V.
VENUE

5.1 Venue will be in Lubbock, Lubbock County, Texas.

LUBBOCK INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Kathy Rollo, Superintendent

Date: 8/4/2021

CITY OF LUBBOCK

By: _____
Dan Pope, Mayor

Date: _____

LUBBOCK COUNTY

By: _____
Curtis Parrish, County Judge

Date: 7/26/2021

LUBBOCK COUNTY JUVENILE BOARD

By: _____
Leslie Hatch, Juvenile Board Chairman, County Judge

Date: 8/17/2021

Approved as to form:

_____
Marlise Boyles
Civil Division,
Lubbock County District Attorney's Office

City of Lubbock
ATTEST:

_____
Becky Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Hon. Jorge Hernandez,
Lubbock Municipal Judge

APPROVED AS TO FORM

_____
John C. Grace
Assistant City Attorney

Regular City Council Meeting **7. 43.**

Meeting Date: 09/14/2021

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Purchase Order 33001534, with Microsoft Corporation, for the Enterprise Support Services Agreement to maintain Microsoft products and applications.

Item Summary

The renewal of the agreement for Enterprise Support Services is necessary to obtain the support required when Microsoft products or applications require fixes, upgrades, or migrations. The agreement includes Advanced Advisory Support, Built-in Proactive Services, Problem Resolution, Delivery Management, Cloud Success, On-demand Assessment, Reactive Enabled Contacts, and Add-on Services that include Proactive Credits and Extended Delivery Management. These items are not included in the Enterprise Agreement.

The purchase is made available through the State of Texas Department of Information Resources (DIR) Contract DIR-TSO-4092.

Fiscal Impact

The amount of $74,106 for the Enterprise Support Services Agreement is budgeted in the FY 2020-21 Information Technology Operating Budget.

Staff/Board Recommending

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

Attachments

Resolution - Microsoft Corporation
Microsoft Corporation PO 33001534

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 33001534, as per DIR-TSO-3781, for Information Technology support services, by and between the City of Lubbock and Microsoft Corporation, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

RES.PO-33001534-Microsoft Corp.
9.3.21

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 9/2/2021
Order Number 33001534 000 OP
Branch/Plant 3410

TO: MICROSOFT CORPORATION
C/O BANK OF AMERICA LOCKBOX 844510
1950 NORTH STEMMONS FWY, SUITE 5010
DALLAS TX 75207

SHIP TO: CITY OF LUBBOCK
INFORMATION TECHNOLOGY
1314 AVENUE K - BASEMENT
LUBBOCK TX 79401

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: Marta Alvarez, Director of Purchasing & Contract Management

Ordered 9/2/2021 Freight
Requested 10/25/2021 Taken By K MORGAN
Delivery Per J Zhine / Req #57759 DIR-TSO-3781/PUR 16107

If you have any questions contact Jay Zhine: jzhine@mylubbock.us Phone 806-775-2366

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
MS Entrpr Sup Srv Ref U5228634	1.000	59,642.2500	EA	59,642.25	10/25/2021
2021-22 Unified Advan Supp					
Unified Advanced Support	1.000	14,463.7500	EA	14,463.75	10/25/2021
Add-on COL 2021-22					
Advanced Advisory Support	1.000		EA		10/25/2021
Hours as needed -Advisory Serv					
Advanced Built-in Proactice	1.000		EA		10/25/2021
Services - generic - Administr					
Advanced Problem Resolution	1.000		EA		10/25/2021
Hrs as needed -Resolution Supp					
Advanced Serv Delivery Mgmt	1.000		EA		10/25/2021
Service Delivery Management					
Cloud Success Plan Base	1.000		EA		10/25/2021
Cloud Success Plan Base					
On-demand Assessment/Setup &	1.000		EA		10/25/2021
Config/Educ - On Demand Assess					

City of Lubbock TEXAS

PURCHASE ORDER

Date - 9/2/2021

Order Number 33001534 000 OP

Branch/Plant 3410

TO: MICROSOFT CORPORATION
C/O BANK OF AMERICA LOCKBOX 844510
1950 NORTH STEMMONS FWY, SUITE 5010
DALLAS TX 75207

SHIP TO: CITY OF LUBBOCK
INFORMATION TECHNOLOGY
1314 AVENUE K - BASEMENT
LUBBOCK TX 79401

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 9/2/2021 Freight

Requested 10/25/2021 Taken By K MORGAN

Delivery Per J Zhine / Req #57759 DIR-TSO-3781/PUR 16107

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Online Supp Portal - Administr	1.000		EA		10/25/2021
On demand Education					
Reactive Enabled Contacts	100.000		EA		10/25/2021
Problem Resolution Support					
Webcasts As-Needed	1.000		EA		10/25/2021
Webcast					
Proactive Credits Add-on	100.000		EA		10/25/2021
Proactive Credits - 100 ea					
Service Delivery Mgmt Extended	1.000		EA		10/25/2021
Service Delivery Management					
Onsite Visit	1.000		EA		10/25/2021
Onsite Support					

Total Order

Terms NET 30 74,106.00

This purchase order encumbers funds in the amount of $74,106.00 awarded to Microsoft Services Dallas, TX, on _____ 2021. The following is incorporated into and made part of this purchase order by reference contract: DIR-TSO-3781 from Microsoft Services Dallas, TX. Resolution#_____

CITY OF LUBBOCK

_____
Daniel M. Pope, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Rev. 1/2020

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

ACCEPTANCE OF THIS PURCHASE ORDER:
CONTRACTOR ACKNOWLEDGES, by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between the City's terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

1. **SELLER** TO PACKAGE GOODS. Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE AND RISK OF LOSS. The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. INVOICES & PAYMENTS. a. Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.

6. GRATUITIES. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

7. SPECIAL TOOLS & TEST EQUIPMENT. If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

8. WARRANTY-PRICE. a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of viciation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY-PRODUCT. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. SAFETY WARRANTY. Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.

11. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS. As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.

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

13. RIGHT OF INSPECTION. Buyer shall have the right to inspect the goods at delivery before accepting them.

14. CANCELLATION. Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

15. TERMINATION. The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.

16. FORCE MAJEURE. Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

17. ASSIGNMENT-DELEGATION. No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.

18. WAIVER. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

19. INTERPRETATION-PAROLE EVIDENCE. This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

20. APPLICABLE LAW. This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

21. RIGHT TO ASSURANCE. Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

22. INDEMNIFICATION. Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.

23. TIME. It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

24. MBE. The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.

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

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

27. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management.

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

29. Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: http://www.ci.lubbock.tx.us/departmental-websites/departments/purchasing/vendor-information

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

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

32. TEXAS PUBLIC INFORMATION ACT. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

33. Pursuant to Section 552.301(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request: orr@mylubbock.us. Please send this request to this email address for it to be processed.

Microsoft

Microsoft Enterprise Services Work Order

(For Microsoft Internal Purposes Only)

Work Order Number: T000217-352321-433455

Texas DIR
(Contract# DIR-TSO-3781)

This Work Order consists of the terms and conditions below, and the provisions of the Microsoft Master Services Agreement reference **U5228634**, effective as of **5/2/2017** (the "Agreement"), the provisions of the Unified Support Services Description applicable to the Professional Services identified in this Work Order, and any attachments or exhibits referenced in this Work Order, all of which are incorporated herein by this reference. In this Work order 'Customer', 'you', or 'your' means the undersigned customer or its affiliate and 'Microsoft', 'we', 'us', or 'our' means the undersigned Microsoft affiliate.

By signing below the parties acknowledge and agree to be bound to the terms of this Work Order, the Agreement and all other provisions incorporated in them. Regardless of any terms and conditions contained in a purchase order, if any, the terms of this Work Order apply.

Customer	**Microsoft Affiliate**
Name of Customer (please print) **City Of Lubbock**	Name **Microsoft Corporation**
Signature	Signature Josh Stikeleather (Sep 1, 2021 14:05 EDT)
Name of person signing (please print) DANIEL M. POPE	Name of person signing (please print) Josh Stikeleather
Title of person signing (please print) MAYOR	Title of person signing (please print) Digital Specialist
Signature date	Signature date (effective date) Sep 1, 2021
Name of Customer or its Affiliate that executed the Agreement (if different from Customer above)	

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

James Brown, Chief Information Officer

APPROVED AS TO FORM:

Ryan Brooke, Assistant City Attorney

Name of Customer City Of Lubbock		Contact Name (Receives invoices under this Work Order) Jerrid R Sanders
Street Address Accounts PayableP.O. Box 2000		Contact E-Mail Address JSanders@mail.ci.lubbock.tx.us
City Lubbock	State/Province Texas	Phone 806-775-2396
Country United States	Postal Code 79408-2000	Fax

1. Support Services and Fees

1.1. Term.

Microsoft Enterprise Support Services shall be effective and will commence on **11/1/2021** or the last above Signature Date, whichever is later (the "Support Commencement Date") and shall expire twelve (12) months following the Support Commencement Date (the "Support Expiration Date"). This Work Order may be amended and the Period of Performance extended prior to the Support Expiration Date. In order for Microsoft to continue performing Services after the Support Expiration Date of this Work Order, Customer and Microsoft shall agree in writing to a new Work Order identifying the new terms upon which Customer and Microsoft agree.

1.2. Description of the Services.

Please refer to the current Support Services Description ("SSD") which will be incorporated by reference and is published by Microsoft from time to time at http://www.microsoft.com/en-us/microsoftservices/PubSec-support-services-description. The support services you purchase under this agreement may be updated from time to time and that update will supersede any services previously listed.

Services by Support Location

Advanced Support US - SLG - Central 11/1/2021 - 10/31/2022		
Quantity	Service	Service Type
Included	Advanced Advisory Support Hours As-needed	Advisory Services
1 ea	Advanced Built-in Proactive Services • Advanced Built-in Proactive Services - Generic	Administrative
Included	Advanced Problem Resolution Hours As-needed	Problem Resolution Support
Included	Advanced Service Delivery Management	Service Delivery Management
1 ea	Cloud Success Plan Base	Cloud Success Plan Base
Included	On-demand Assessment	On-Demand Assessment
1 ea	On-Demand Assessment - Setup and Config Service	On-Demand Assessment Remote
Included	On-demand Education	On-Demand Education
Included	Online Support Portal	Administrative
100 ea	Reactive Enabled Contacts	Problem Resolution Support
Included	Webcasts As-Needed	Webcast
100 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management
1 ea	Onsite Visit	Onsite Support

1.3. Support Services Fees.

The items listed in the table above represent the services that Customer has pre-purchased for use during the term of this Work Order, and applicable fees are shown in the table below. Microsoft Support Services are a non-refundable prepaid service. Microsoft must receive Customer purchase order or payment before Microsoft commences or continues, as applicable, provision of Microsoft Support Services. If Customer issues a purchase order, Microsoft will invoice Customer, and Customer agrees to pay Microsoft within 30 calendar days of the date of Microsoft invoice. Microsoft reserves the right to adjust Microsoft fees prior to entering into any changes to the Microsoft Support Services ordered herein.

Services Summary	Billing Date	Fee USD
Advanced Support	11/1/2021	$59,642.25
Unified Advanced Support (Add-on) for City Of Lubbock	11/1/2021	$14,463.75
Subtotal		$74,106.00
Total Fees (excluding taxes)		**$74,106.00**

Billing Schedule	Billing Date	Fee USD
One Time Payment	11/1/2021	$74,106.00
Total Fees (excluding taxes)		**$74,106.00**

Support for Microsoft Products

Microsoft will provide support for Customer's licensed, commercially released and generally available Microsoft products, and cloud services subscriptions by Customer in Appendix A.

1.4. Customer Named Contacts.

Any changes to the named contacts should be submitted to Microsoft Contact.

Name of Customer Support Service Administrator Jerrid R Sanders		
Street Address City Of Lubbock 1314 Avenue K	Contact E-Mail Address JSanders@mail.ci.lubbock.tx.us	
City Lubbock	State/Province Texas	Phone 806-775-2396
Country United States	Postal Code 79401-2606	Fax

Use, ownership, rights, and restrictions.

1.5. Products.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region. "Product Terms" means the document that provides information about Microsoft Products available through volume licensing. The Product Terms document is published on the Volume Licensing Site (http://www.microsoft.com/licensing/contracts or successor site) and is updated from time to time.

All products and related solutions provided under this Work Order will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Customer is responsible for paying any licensing fees associated with Products.

1.6. Fixes

"Fixes" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to Customer when performing Professional Services (all support, planning, consulting and other professional services or advice, including any resulting deliverables provided to Customer under this Work Order, to address a specific issue. "Professional Services" means Product support services and Microsoft consulting services provided to Customer under this Work Order. "Professional Services" or "services" does not include Online Services, unless specifically noted.

Fixes are licensed according to the license terms applicable to the Product to which those Fixes relate. If the Fixes are not provided for a specific Product, any other use terms Microsoft provides with the Fixes will apply.

1.7. Pre-existing Work.

"Pre-existing Work" means any computer code or other written materials developed or otherwise obtained independent of this Work Order.

All rights in Pre-existing Work shall remain the sole property of the party providing the Pre-existing Work. Each party may use, reproduce and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services.

1.8. Services Deliverables.

"Services Deliverables" means any computer code or materials, other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services. Upon payment in full for the Professional Services, Microsoft grants Customer a non-exclusive, non-transferable perpetual, fully paid-up license to reproduce, use and modify the Services Deliverable, solely in the form delivered to Customer and solely for Customer's internal business purposes, subject to the terms and conditions of this Work Order.

1.9. Affiliates' rights.

"Affiliate" means any government agency, department, office, instrumentality, division, unit or other entity of Customer's state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer; together with, as mandated by law, any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type

of governmental instrumentality located within Customer's state jurisdiction and geographic boundaries; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates.

Customer may sublicense the rights contained in this subsection relating to Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights and Customer's Affiliates' use must be consistent with the license terms contained in this Work Order.

1.10.Restrictions on use.

Customer must not (and must not attempt to) (1) reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable, (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this Work Order; or (3) work around any technical limitations in the Products or Services Deliverables or restrictions in Product documentation. Except as expressly permitted in this Work Order, Customer must not (1) separate and run parts of a Product on more than one device, upgrade or downgrade parts of a Product at different times, or transfer parts of a Product separately; or (2) distribute, sublicense, rent, lease, lend, or use any Product, Fix, or Services Deliverable to offer hosting services to a third party.

1.11.Reservation of rights.

All rights not expressly granted are reserved to Microsoft.

Microsoft Contact

Customer contact for questions and notices about this Work Order.

Microsoft contact name Kevin Maltby	
Phone	Contact e-mail address v-kmaltby@microsoft.com

Appendix A

Below is a list of your declared licensed products and cloud services for which Microsoft will provide support services as defined within this document.

Customer Name	Licensing Program	Licensing Enrollment/Agreement Number
CITY OF LUBBOCK	Enterprise 6	86439211
CITY OF LUBBOCK WATER	OPEN	02006501ZZS2101

Regular City Council Meeting **7. 44.**

Meeting Date: 09/14/2021

Information

Agenda Item

Resolution - City Manager: Consider a resolution authorizing the Mayor to accept a Special Warranty Deed from Rocket Partners I, LLC, for 2.401 acres in Section 1, Block AK, Lubbock County, located east of Indiana Avenue and south of 140th Street, for the construction of Fire Station No. 20.

Item Summary

Rocket Partners I, LLC, is donating 2.401 acres of land to the City of Lubbock for the construction of the new Fire Station No. 20. The property is located east of Indiana Avenue and south of 140th Street, adjacent to the new South Patrol Division Station.

Fiscal Impact

The land is being donated, but transaction costs, such as title fees and all appropriate improvements necessary for construction, will be paid from Capital Project 92711 - Fire Station No. 20.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Attachments

Resolution - Special Warranty Deed, Fire Station 20

Special Warranty Deed - Rocket Partners, LLC, Fre Station No. 20

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 accept for and on behalf of the City of Lubbock, a Special Warranty Deed associated with certain property in Lubbock County, Texas, owned by Rocket Partners I, LLC, and all related documents. Said Special Warranty Deed is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council; and

THAT the City Council finds it to be in the best interest of the citizens of the City of Lubbock in order to expedite the performance of city business, to delegate authority to execute any necessary or related documents associated with this conveyance to the City Manager of the City of Lubbock or his designee.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

RES.Special Warranty Deed – Rocket Partners
9.2.21

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.

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

SPECIAL WARRANTY DEED

This Special Warranty Deed (this "Deed") is executed and delivered effective as of the 27th day of August, 2021 (the "Effective Date") by Rocket Partners I, LLC, a Texas limited liability company ("Grantor"), whose address is P.O. Box 64664, Lubbock, Texas 79464, for the benefit of the CITY OF LUBBOCK ("Grantee"), whose address is 1314 Avenue K, Lubbock, Texas 79401.

In consideration of Ten Dollars ($10.00) and other good and valuable consideration paid to Grantor, Grantor does hereby **GRANT, SELL, AND CONVEY** unto Grantee the surface estate of that certain real property situated in Lubbock County, Texas and described in Exhibit A attached hereto and made a part hereof for all purposes, together with all improvements and fixtures located thereon, if any (collectively, the "Property") and, without warranty, all right, title and interest of Grantor, if any, in and to the rights, privileges, hereditaments, and appurtenances pertaining to the Property.

This conveyance is made and accepted subject to current real property taxes and all unpaid non-delinquent general and special taxes, bonds and assessments; all zoning ordinances and regulations and any other laws, ordinances or governmental regulations now or hereinafter applicable to and enforceable against the Property; and matters visible on the ground or that would be shown on a current survey of the Property; and any and all conditions and restrictions, outstanding mineral reservations and easements of record, if any, relating to the Property, to the extent, and only to the extent, that the same may be in full force and effect and affect the Property (the foregoing collectively, the "Permitted Exceptions").

Grantor, for Grantor and Grantor's successors and assigns, hereby reserves and does not convey to Grantee all the oil, gas and other minerals in and under and that may be produced from the Property which have not been heretofore granted to third parties or reserved by predecessors in title (the "Mineral Reservation").

TO HAVE AND TO HOLD the Property unto Grantee, Grantee's heirs, executors, administrators, successors, and assigns, and Grantor does hereby bind Grantor and Grantor's successors and assigns to **WARRANT AND FOREVER DEFEND**, all and singular, the Property unto Grantee, Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise, subject, however, to the Permitted Exceptions and the Mineral Reservation.

Ad valorem taxes for the current year having been prorated between the parties hereto, Grantee hereby assumes liability for the payment thereof for the current year and for subsequent years, and for any rollback taxes for prior years.

Grantor hereby conveys the Property to Grantee, and by its acceptance hereof Grantee hereby accepts the Property, in its present condition **"AS IS", "WHERE IS", and "WITH ALL FAULTS"** and without any representation or warranty, express or implied (except for the warranty of title above). Grantor

hereby specifically disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral, written, past, present, or future, of, as to, concerning, or with respect to (i) the value, nature, quality, or physical or other condition of the Property, including, without limitation, the water, soil, and geology, and/or the environmental condition of the Property, including hazardous materials; (ii) the income to be derived from the Property; (iii) the water, soil, and geology, the suitability thereof and/or of the Property for any and all activities and uses which Grantee may elect to conduct; (iv) the compliance of or by the Property or its operations with any applicable laws or other laws, rules, ordinances, or regulations of any applicable governmental authority; (v) the habitability, merchantability, marketability, suitability, profitability, developability, or fitness for a particular purpose of the Property; (vi) the manner or quality of the construction or materials, if any, incorporated into the Property; (vii) the manner, quality or state of repair of the Property. By its acceptance hereof, Grantee, on its own behalf and on behalf of anyone claiming by, through or under Grantee, to the maximum extent permitted by applicable laws, irrevocably and unconditionally **WAIVES, RELEASES, DISCHARGES, AND FOREVER ACQUITS** Grantor from any and all claims of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which Grantee may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held, or claimed to have, own or hold, against Grantor, relating to the Property, including, without limitation, the physical condition of the Property, the entitlements for the Property, the environmental condition of the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or on the date hereof.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

EXECUTED effective as of the Effective Date.

GRANTOR:

Rocket Partners I, LLC,
a Texas limited liability company

By: _____
Name: Thomas K. Payne
Title: Manager

THE STATE OF TEXAS

COUNTY OF LUBBOCK

BEFORE ME, the undersigned, being a Notary Public in and for the State of Texas, on this day personally appeared Thomas K. Payne, known to me, or proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the instrument as the act of Rocket Partners I, LLC, a Texas limited liability company, and that he executed the instrument on behalf of the limited liability company for the purposes and consideration expressed, and in the capacity hereinabove stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of August, 2021.

_____
Notary Public, State of Texas

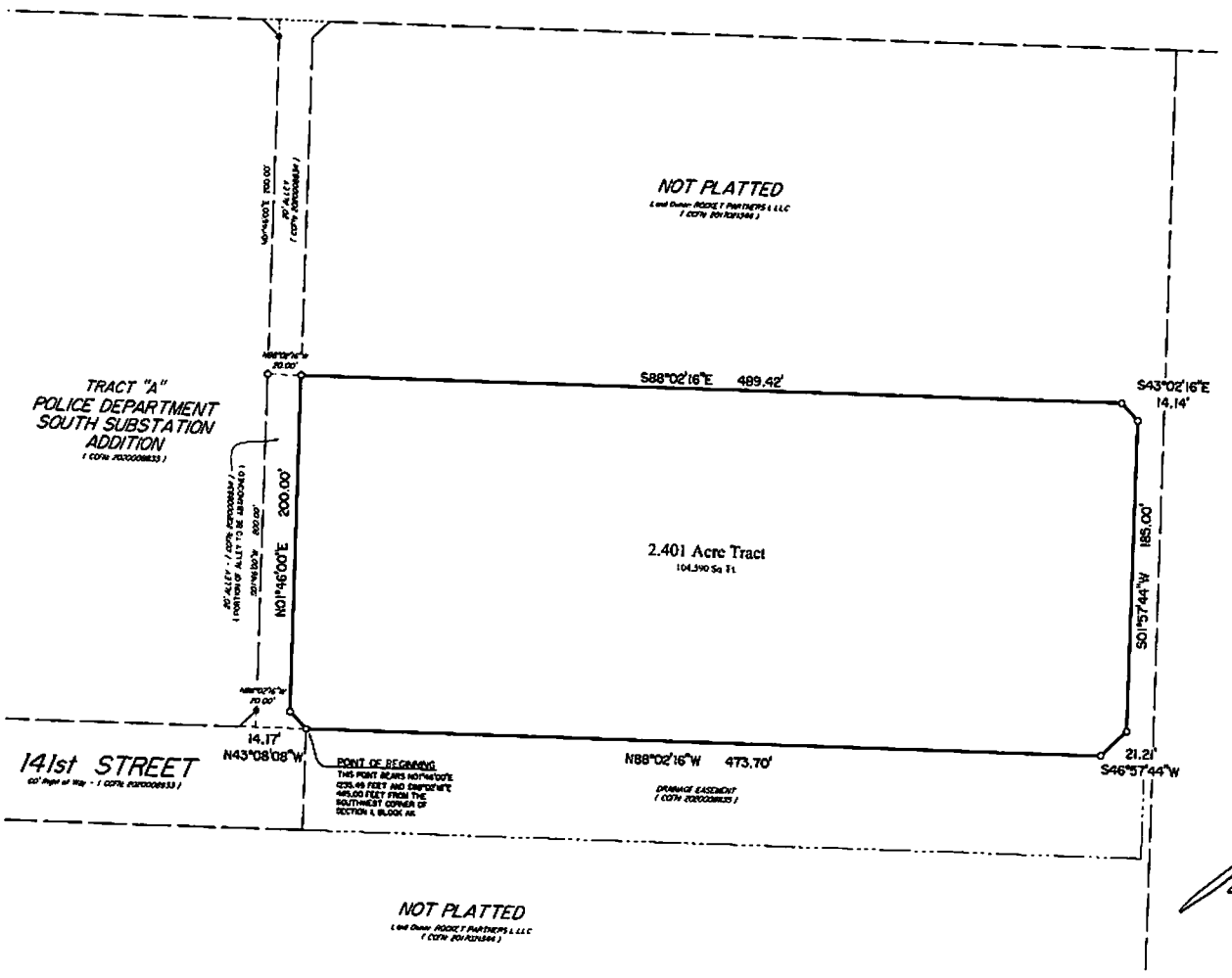
EXHIBIT A

DESCRIPTION OF THE PROPERTY

PERIMETER SURVEY OF A 2.401 ACRE TRACT
OF LAND LOCATED IN

SECTION 1, BLOCK AK

LUBBOCK COUNTY, TEXAS



METES AND BOUNDS DESCRIPTION of a 2.401 acre tract of land located in Section 1, Block AK, Lubbock County, Texas, being a portion of that 60.015 acre tract of land described under County Clerk File Number 2017021344, Official Public Records of Lubbock County, Texas, said 2.401 acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set in the Eastern boundary of a 20 foot alley as recorded under County Clerk File Number (CCFN) 2020008834, Official Public Records of Lubbock County, Texas (OPRLCT), for the most Southerly Southwest corner of this tract, which bears N 01°46'00" E, a distance of 1235.49 feet and S. 88°02'16" E. a distance of 485.00 feet from the Southwest corner of Section 1, Block AK, Lubbock County, Texas;

THENCE N. 43°08'08" W., along the Eastern boundary of said 20 foot alley, a distance of 14.17 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the most Westerly Southwest corner of this tract, from whence a 1/2" iron rod with cap marked "HUGO REED & ASSOC." found at the most Easterly Southeast corner of said Tract "A" bears N. 88°02'16" W. a distance of 20.00 feet;

THENCE N. 01°46'00" E., continuing along the Eastern boundary of said 20 foot alley, a distance of 200.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Northwest corner of this tract, from whence a 1/2" iron rod with cap marked "HUGO REED & ASSOC." found at the most Easterly Northeast corner of Tract "A", Police Department South Substation Addition, according to map, plat and/or dedication deed thereof recorded under CCFN 2020008833, OPRLCT, bears N. 88°02'16" W. a distance of 20.00 feet and N. 01°46'00" E. a distance of 200.00 feet,

THENCE S. 88°02'16" E., a distance of 489.42 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the most Northerly Northeast corner of this tract;

THENCE S. 43°02'16" E., a distance of 14.14 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC " set for the most Easterly Northeast corner of this tract;

THENCE S. 01°57'44" W. a distance of 185.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC " set for the most Easterly Southeast corner of this tract;

THENCE S. 46°57'44" W. a distance of 21.21 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC " set for the most Southerly Southeast corner of this tract;

THENCE N. 88°02'16" W. a distance of 473.70 feet to the Point of Beginning.

Contains: 104,590 square feet

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.

TITLE COMMITMENT

No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.

CERTIFICATION TO: City of Lubbock, Western Title, Thomas Payne, Rocket Partners I, LLC

I, Robert A. Christopher, Texas Registered Professional Land Surveyor No. 5167, do hereby certify that this survey was made on the ground. A determination as to whether this property lies within a special flood hazard area was not made for this survey.

Surveyed on the ground: June 28, 2021

STATE OF TEXAS
REGISTERED
ROBERT A CHRISTOPHER
5167
PROFESSIONAL
LAND SURVEYOR

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

SCALE: 1"=50'
HEAVY LINES INDICATE PLAT LIMITS
CCFN - COUNTY CLERK FILE NUMBER
CONTROL MONUMENTS AS FOUND & SHOWN
⊕ - SET, "x" CUT ON CONCRETE
○ - SET 1/2" IRON ROD w/CAP MARKED "HUGO REED & ASSOC."
● - FD. 1/2" IRON ROD w/CAP MARKED "HUGO REED & ASSOC."
20211468/SC(D.G.)

WARNING
This plat is invalid unless it bears an original signature across an embossed seal.

HUGO REED AND ASSOCIATES, INC
LAND SURVEYORS
CIVIL ENGINEERS
1807 Ave Q
LUBBOCK, TEXAS 79401
PHONE: 806 - 763-8402
FAX: 806 - 762-2626

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Regular City Council Meeting **8. 1.**

Meeting Date: 09/14/2021

Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider Ordinance No. 2021-O0126 approving and adopting a budget for Fiscal Year 2021-22; approving summary of estimated and forecasted revenues, appropriations, and use of excess reserves for all funds of the city; providing for necessary transfers of funds between accounts and departments, if required; authorizing reduction of spending by City Manager if necessary; re-appropriation of balances which support authorized obligations or encumbered; providing for filing of Adopted Budget; establishing civil service classifications and positions; appropriating funds for the Fiscal Year 2021-22 Operating Budget and Capital Program of the City of Lubbock; approving all permit, license, fees, and charges for service recommended to be adjusted; approving the pay plan and positions; approving personnel; amending Section 22.03.084 of the Code of Ordinances of the City of Lubbock by revising the water base rate fees as contained therein; amending Section 22.03.085 of the Code of Ordinances of the City of Lubbock by establishing an industrial volume rate class as contained therein; amending Section 22.03.090(a) of the Code of Ordinances of the City of Lubbock by revising the water service (water tap) connection fees as contained therein; amending Section 22.04.041(a) of the Code of Ordinances of the City of Lubbock by revising the wastewater base rate fees as contained therein; amending Section 22.04.045(a) of the Code of Ordinances of the City of Lubbock by revising the sewer service connection fees as contained therein; amending Section 22.04.174 of the Code of Ordinances of the City of Lubbock by revising language on septic tank emptying as contained therein; amending Section 22.06.051 of the Code of Ordinances of the City of Lubbock by revising the solid waste landfill service fees as contained therein; amending Section 22.06.185(a) of the Code of Ordinances of the City of Lubbock by revising the solid waste collections service fees as contained therein; accepting the budgets for Lubbock Economic Development Alliance, Market Lubbock, Inc., Civic Lubbock, Inc., and Vintage Township Public Facilities Corporation; finding that proper notice of meeting provided by law and ratifying such; providing for publication; and providing for a savings clause.

Item Summary

This is the second reading of the ordinance adopting the City's FY 2021-22 Operating Budget and Capital Program. The budget ordinance must be considered prior to consideration of the tax rate. This ordinance incorporates the operating and capital budgets that have been proposed by the City Manager. The property tax rate proposed by the City Council is $0.523230 per $100 valuation. The following changes that impact the FY 2021-22 Proposed Operating Budget and Capital Program have occurred since the proposed budget was filed on August 12, 2021:

<u>Water/Wastewater Fund</u>
Increase Water/Wastewater use of Excess Reserves (Revenue) by $42,019 and increase the Transfer to LP&L for Citizens Tower Debt (Expenses) by $42,019. This change is to correct the amount of the transfer.

<u>Storm Water Fund</u>
Increase Storm Water Professional Services (Expenses) by $4,200 and increase the Storm Water Use of

Excess Reserves (Revenue) by $4,200. Another drainage basin was added to the areas that Storm Water maintains after the Proposed Budget was filed so an increase in the budget is necessary to cover the additional cost.

Telecommunication
Increase Telecommunication Use of Excess Reserves (Revenue) by $9,961. This change is to correct the amount of excess reserves that will be used in FY 2021-22 due to an error in the original calculation.

GIS and Data Services
Increase GIS and Data Services Use of Excess Reserves (Revenue) by $36,511. This change is to correct the amount of excess reserves that will be used in FY 2021-22 due to an error in the original calculation.

Risk Management
Increase Risk Management Use of Excess Reserves (Revenue) by $444,523 and increase Property Premiums (Expenses) by $335,523.37 and Liability Premiums (Expenses) by $109,000. The final amounts on property and liability premiums are higher than the projection included in the budget.

General Fund
Due to the approval of a budget amendment after the Proposed Budget was filed, the following changes need to be made to position control in the FY 2021-22 Operating Budget and Capital Program.
Delete one full time Deputy Police Chief/Police Captain (5735)
Add one full time Police Sergeant (5735)
Add two full time Environmental Specialist II in Environmental Health (5413)
Add three full time Public Health Program Liaisons in Public Health (5415)
Add two full time Disease Intervention Specialists in Public Health (5415)
Add one full time Epidemiologist in Public Health (5415)
Add one full time Administrative Assistant in Public Health (5415)
Add one full time Financial Analyst in Public Health (5415)
Add one full time Behavioral Health Manager in Public Health (5415)
Add one full time Nurse Practitioner in Public Health (5415)

Included as Exhibit G in the proposed Budget Ordinance are the changes that have occurred since the FY 2021-22 Operating Budget and Capital Program was filed with the City Secretary on August 12, 2021, and all changes to the FY 2020-21 Adopted Budget and Capital Program that have been approved since the presentation of the FY 2021-22 Budget.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Ordinance
Exhibits

ORDINANCE NO._____

AN ORDINANCE APPROVING AND ADOPTING A BUDGET FOR FISCAL YEAR 2021-22; APPROVING SUMMARY OF ESTIMATED AND FORECASTED REVENUES, APPROPRIATIONS, AND USE OF EXCESS RESERVES FOR ALL FUNDS OF THE CITY; PROVIDING FOR NECESSARY TRANSFERS OF FUNDS BETWEEN ACCOUNTS AND DEPARTMENTS, IF REQUIRED; AUTHORIZING REDUCTION OF SPENDING BY CITY MANAGER IF NECESSARY; RE-APPROPRIATION OF BALANCES WHICH SUPPORT AUTHORIZED OBLIGATIONS OR ENCUMBERED; PROVIDING FOR FILING OF ADOPTED BUDGET; ESTABLISHING CIVIL SERVICE CLASSIFICATIONS AND POSITIONS; APPROPRIATING FUNDS FOR THE FISCAL YEAR 2021-22 OPERATING BUDGET AND CAPITAL PROGRAM OF THE CITY OF LUBBOCK; APPROVING ALL PERMIT, LICENSE, FEES, AND CHARGES FOR SERVICE RECOMMENDED TO BE ADJUSTED; APPROVING THE PAY PLAN AND POSITIONS; APPROVING PERSONNEL; AMENDING SECTION 22.03.084 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY REVISING THE WATER BASE RATE FEES AS CONTAINED THEREIN; AMENDING SECTION 22.03.085 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY ESTABLISHING AN INDUSTRIAL VOLUME RATE CLASS AS CONTAINED THEREIN; AMENDING SECTION 22.03.090(a) OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY REVISING THE WATER SERVICE (WATER TAP) CONNECTION FEES AS CONTAINED THEREIN; AMENDING SECTION 22.04.041(a) OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY REVISING THE WASTEWATER BASE RATE FEES AS CONTAINED THEREIN; AMENDING SECTION 22.04.045(a) OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY REVISING THE SEWER SERVICE CONNECTION FEES AS CONTAINED THEREIN; AMENDING SECTION 22.04.174 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY REVISING LANGUAGE ON SEPTIC TANK EMPTYING AS CONTAINED THEREIN; AMENDING SECTION 22.06.051 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY REVISING THE SOLID WASTE LANDFILL SERVICE FEES AS CONTAINED THEREIN; AMENDING SECTION 22.06.185(a) OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY REVISING THE SOLID WASTE COLLECTIONS SERVICE FEES AS CONTAINED THEREIN; ACCEPTING THE BUDGETS FOR LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, MARKET LUBBOCK, INC., CIVIC LUBBOCK, INC., AND VINTAGE TOWNSHIP PUBLIC FACILITIES CORPORATION; FINDING THAT PROPER NOTICE OF MEETING PROVIDED BY LAW AND RATIFYING SUCH; PROVIDING FOR PUBLICATION; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, the City Manager has prepared certain figures for the Fiscal Year 2021-22 Proposed Operating Budget and Capital Program (Proposed Budget) and has submitted the same to the City Council; and

WHEREAS, the City Manager filed the Proposed Budget with the City Secretary for the fiscal year beginning October, 1, 2021; and

WHEREAS, the City Secretary posted notice that the Proposed Budget had been filed

and a public hearing called thereon by the City Council at Citizens Tower; and

WHEREAS, the City Council determined that the Proposed Budget, as revised, is appropriate and correct in all respects and that all requirements of the law have been satisfied; and

WHEREAS, the City Council of the City of Lubbock, in its authority as the governing body of a home rule municipality and in accordance with Article XI, Section 5 of the Texas Constitution and Subchapter C of Chapter 552 of the Texas Local Government Code, finds that assessing a payment in lieu of taxes (PILOT) and a franchise fee to any and all of its utilities is a necessary cost of service and is an administrative cost of operating the said utilities; and

WHEREAS, the City Council of the City of Lubbock, in its authority as the governing body of a home rule municipality and in accordance with Article XI, Section 5 of the Texas Constitution and Subchapter C of Chapter 552 of the Texas Local Government Code, further finds that assessing any and all of its utilities prorated indirect costs and costs for providing internal City services, including, but not limited to, providing office space, postage, information technology services and legal services, is a necessary cost of service and is an administrative cost of operating said utilities; and

WHEREAS, the City Council of the City of Lubbock, in its authority as the governing body of a home rule municipality and in accordance with Article XI, Section 5 of the Texas Constitution and Subchapter C of Chapter 552 of the Texas Local Government Code, finds that all charges assessed to any and all of its utilities to be transferred to the General Fund, as set forth in the Proposed Budget, are solely for the cost of service, are necessary to reimburse the City of Lubbock for all expenses the City of Lubbock incurs in providing said utilities, and that all such costs are directly related to drainage and operating said utilities; NOW THEREFORE:

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

SECTION 1: THAT the budget proposed by the City Manager and filed with the City Secretary for fiscal year October 1, 2021 through September 30, 2022, which is attached hereto as Exhibit A, be and is hereby approved and adopted as the FY 2021-22 Adopted Operating Budget and Capital Program (Adopted Budget), and made a part of this ordinance for all purposes.

SECTION 2. THAT a summary of estimated and forecasted revenues, appropriations, and any use of excess reserves for all Funds of the City is hereby approved in all respects and is attached hereto as Exhibit B.

SECTION 3. THAT the City Manager is authorized to approve transfers between line items in any departmental budget and to make transfers within funds within the budget which will neither decrease a program or service adopted in said budget, nor increase expenditures over the total amount of expenditures approved in said budget, in order to meet unanticipated expenditures within any department, program, or service. A listing of transfers between funds that are included in the Adopted Budget are attached hereto as Exhibit C.

SECTION 4. THAT to the extent that actual revenues are projected to be less than the budgeted revenues, the City Manager is authorized to reduce spending as necessary in order to prevent expenditures from exceeding available revenue sources; and that in the event such action is taken, the City Manager shall immediately notify the City Council in writing with appropriate explanation.

SECTION 5. THAT all balances of appropriation in each fund, which support authorized obligations, or are encumbered at the close of business for the fiscal year ended September 30, 2021 are hereby declared to be re-appropriated into the Adopted Budget beginning October 1, 2021.

SECTION 6. THAT a copy of the Adopted Budget shall be filed with appropriate officials as required by law.

SECTION 7. THAT in accordance with Section 2.06.109 of the Code of Ordinances of the City of Lubbock, the civil service classifications and positions set forth in the Adopted Budget as listed in Exhibit A are hereby established by Ordinance.

SECTION 8. THAT the funding, as set forth in the Adopted Budget, and as also set forth in the Capital Program, are hereby appropriated as set forth in the Capital Budget. A Capital Program Summary is attached hereto as Exhibit D.

SECTION 9. THAT the appropriation for a project in the Capital Program shall continue in force until the purpose for which the appropriation was made has been accomplished or abandoned.

SECTION 10. THAT all fees, fines and charges for service recommended to be adjusted are approved as listed in Exhibit A.

SECTION 11. THAT the pay plan is approved as listed in Exhibit E, and any pay plan band compensation limits shall be adjusted in accordance with any compensation adjustments. Said compensation adjustments shall not include the City Manager, City Attorney, and the City Secretary.

SECTION 12. THAT personnel is adopted as reflected in Exhibit F.

SECTION 13. THAT Section 22.03.084 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

Sec. 22.03.084 Water base charge

Effective October 1, 2021, the city, through the city manager, shall charge and collect from every customer and every customer shall pay a monthly base charge

for water which shall be billed to all customers based upon the water meter size as follows:

Meter Size	Water Base Charge
Three-quarter inch (3/4") meter	$18.50
One inch (1") meter	$30.90
One and a half inch (1.5") meter	$61.61
Two inch (2") meter	$98.98
Three inch (3") meter	$197.40
Four inch (4") meter	$308.21
Six inch (6") meter	$616.24
Eight inch (8") meter	$986.05
Ten inch (10") meter	$1,417.66

SECTION 14. THAT Section 22.03.085 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

Sec. 22.03.085 Water volume rate generally

Effective December 1, 2017, in addition to the base charge, the city, through the city manager, shall determine the amount of water used by each customer through monthly meter readings and shall charge to and collect from every customer and every customer shall pay for water furnished by the city to the customer. The water furnished by the city shall be measured on a per one thousand (1,000) gallons basis and billed as follows for single-family residential customers:

0–1,000 gallons	included in base charge
1,001–5,000 gallons	$4.03
5,001–10,000 gallons	$6.97
10,001–30,000 gallons	$8.36
Usage in excess of 30,000 gallons	$8.57

All other customers will be billed as follows:

Block 1	$4.76 per 1,000 gallons

Block 2	$6.50 per 1,000 gallons
Block 3	$7.79 per 1,000 gallons

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

(2) Multifamily residential, commercial and public. The block 1 volume is the amount of water used up to 100% of the average winter consumption (AWC) of each multifamily residential, commercial and public premises, respectively, the AWC being the average volume of water used as measured by the non-irrigation meter readings for the months of September, October, November, December, January and February, and updated in March of each respective year; the block 2 volume is the amount of water used in addition to the block 1 volume up to an additional 50% of the AWC (total of block 1 and block 2 is equal to 150% of the AWC); and the block 3 volume is the amount of water used in excess of the block 1 and block 2 volumes.

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

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

(5) Industrial. All water used by industrial customers will be charged at a block 1 rate. An industrial customer is defined as a commercial facility that uses more than one million gallons per day (1.0 MGD) on average (annual volume divided by 365 days).

(6) Wholesale.

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

service, the AWC shall be established by contract based upon the average volume of water authorized in the contract for delivery in the months of September, October, November, December, January and February. Thereafter, an AWC shall be calculated based upon the volume of water actually used as provided for in this section. Solely for the purposes of wholesale customers, the water volume rate shall be 1.5 times the water volume rate for all other customers as set forth above, as applicable to each block.

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

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

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

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

SECTION 15. THAT Subsection 22.03.090(a) of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

Sec. 22.03.090 Water service (water tap) connections

(a) The following fees shall be charged on all water installations requiring the following sizes of service connections:

(1) For service connections of one inch and smaller: $1,007.00.

(2) For service connections of one and one-half inches: $1,639.00.

(3) For service connections of two inches: $1,876.00.

SECTION 16. THAT Subsection 22.04.041(a) of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

Sec. 22.04.041 Rates charged for wastewater service

(a) Effective October 1, 2021, the city, through the city manager, shall charge and collect from every customer and every customer shall pay a monthly base charge for wastewater service which shall be billed to all customers based upon the water meter size as follows:

Meter Size	Wastewater Base Charge
No meter - Commercial	$62.65
Three-quarter inch (3/4") meter	$16.55
One inch (1") meter and no meter residential	$20.17
One and a half inch (1.5") meter	$29.15
Two inch (2") meter	$39.97
Three inch (3") meter	$65.24
Four inch (4") meter	$101.29
Six inch (6") meter	$191.44
Eight inch (8") meter	$299.59
Ten inch (10") meter	$425.82

SECTION 17. THAT Subsection 22.04.045(a) of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 22.04.045 Fee for sewer service connections

(a) The following fees shall be charged on all sewer installations (other than new construction) requiring service connections:

(1) For service connections 0 to 4 feet deep:	$603.00
(2) For service connections 5 feet deep:	$686.00
(3) For service connections 6 feet deep:	$688.00

(4) For service connections 7 feet deep:	$726.00
(5) For service connections 8 feet deep:	$754.00
(6) For service connections 9, 10 or 11 feet deep:	$755.00
(7) For service connections 12 feet deep:	$862.00
(8) For service connections 13 feet deep:	$864.00
(9) For service connections 14 feet deep:	$867.00
(10) For service connections 15 feet deep:	$1,368.00
(11) For service connections 16 feet deep:	$1,446.00
(12) For service connections 17 feet deep:	$1,524.00

SECTION 18. THAT Section 22.04.174 of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 22.04.174 Septic tank emptying

Regulation 1. Permit required. No septic tank, cesspool or chemical toilet, or any similar receptacle for waste storage shall be emptied at the Southeast Water Reclamation Plant or any other designated emptying site or its contents removed except by a person holding an annual transport permit from the city health official, as well as an annual disposal permit from the city's director of water utilities.

Regulation 2. Sanitary requirements. The permittee shall take all reasonable measures to prevent the development or existence of a nuisance or of any condition hazardous to health which can arise from his operations, and shall comply with the following:

(1) Material taken from a septic tank, cesspool, chemical toilet, or any similar receptacle for waste storage shall be disposed of only in a manner and place approved by the health official. Approval shall be obtained at the time of issuance of the TCEQ permit, and no change in the approval procedure shall be made by the permittee without prior approval of the health official.

(2) Every vehicle and all auxiliary equipment used for the transportation or handling of the contents of septic tanks, cesspools, chemical toilets or any similar waste storage receptacle shall be liquid tight, gastight, and soundproof, so that no foul material may spill or escape therefrom. Tanks on septic vehicles shall have a minimum capacity of seven hundred fifty (750) gallons, as per city health department regulations.

(3) No vehicle or auxiliary equipment used for carrying, transporting or handling the contents of septic tanks, cesspools, chemical toilets or any similar waste storage receptacle shall be allowed to stand or remain near any occupied premises.

(4) Vehicles and equipment shall be kept in a clean condition and shall not be opened longer than is necessary when in use.

(5) Each vehicle used under this regulation shall have the permittee's TCEQ permit number visibly inscribed on the sides of the vehicle and the rear face in numerals not less than two (2) inches high.

(6) Mixing of incompatible wastes within the same container is prohibited. Transporters shall not use the same container or pumping equipment to collect or transport incompatible waste without first emptying and cleaning the container and equipment of all previously handled wastes. For purposes of this subsection, incompatible waste means wastes which have different processing, storage, or disposal requirements. However, transporters may mix wastes with different characteristics provided the facility to which the waste is being transported is authorized to store, process, or dispose of such waste mixture.

Regulation 3. Waste control record. Persons who collect and/or transport waste subject to control under this subchapter shall initiate and maintain a record of each individual collection and deposit. Such record shall be in the form of a manifest trip ticket or other similar documentation approved by the director of water utilities. The transporter shall provide the person who generates the waste a copy of the waste control record or other document showing receipt of waste and shall provide the facility operator a copy of all control records of wastes deposited. The transporter shall retain a copy of all records showing the collection and disposition of waste. Such copies shall be retained for three (3) years and made available to the director of water utilities upon request. The waste control record shall include:

(1) Owner, address, telephone number, and TCEQ registration number of transporter;

(2) Name, address, and telephone number of the person who generates the waste and date collected;

(3) Type and amount of waste collected or transported;

(4) Name of responsible person (driver) collecting, transporting, and depositing the waste;

(5) Date and place where the waste was deposited;

(6) Identification (permit application or site registration number, location, and operator) of the facility where the waste was deposited; and

(7) Name and signature of facility representative acknowledging receipt of the waste and the amount of waste received.

Regulation 4. Location of waste dumping. Transporters shall deposit wastes at a facility designated by or acceptable to the generator of said wastes and the city where the operator of the facility agrees to receive the wastes.

(1) Only true septage will be accepted at the Southeast Water Reclamation Plant. Grease trap waste and grit/sand trap wastes or any blending of grease and grit trap waste with septage shall not be accepted.

(2) In the event of a discharge of waste during collection or transportation, the collector or transporter must take appropriate action to protect human health and the environment, e.g. notify local law enforcement, TCEQ, and the city health department as to size, nature, and location of the discharge area; clean up any waste discharge that occurs during transportation; or take such action as may be required or approved by federal, state, or local officials having jurisdiction so that the waste discharge no longer presents a public health or environmental problem. Transporters are responsible for reporting spills in accordance with requirements of the "State of Texas Oil and Hazardous Substance Spill Contingency Plan."

Regulation 5. Plant operation disposal hours. Transporters shall deposit wastes at the Southeast Water Reclamation Plant or other designated site only during the hours posted at the gate.

Regulation 6. Notification of waste dumping. Prior to dumping each tank truck, transporter shall stop at the gate, notify the facility operator, and allow inspection and sampling of the contents.

Regulation 7. Sampling, analysis, and charges. Samples of tank contents will be obtained and analyzed. Analysis will be performed and any results outside the acceptable analysis limits will be rejected and the TCEQ will be notified of the results. Tank truck companies will be surcharged for BOD and TSS.

Regulation 8. Load fees. Each truck load of seven hundred fifty (750) gallons or less will be assessed a minimum dump fee of thirty-seven dollars ($37.00). Tank truck loads in excess of seven hundred fifty (750) gallons will be assessed a fee of thirty-seven dollars ($37.00) plus Twenty cents ($0.20) per one hundred (100) gallons over the seven hundred fifty (750) gallon minimum.

Regulation 9. Disposal permit fees. Annual disposal permits are obtainable from the SEWRP located at 3603 Guava Ave, 806-775-3221, at a cost of sixty dollars ($60.00) per vehicle.

Regulation 10. Disposal permit renewal. Existing permits shall be renewed October 1st of each year beginning October 1, 1991. In the event a septic waste transporter applies for a new permit after October 1st, the permit fee of sixty dollars ($60.00) will be prorated in order to include only the months of waste disposal. The permittee shall renew all permits on October 1st of each year thereafter.

Regulation 11. Transport permit fees. The following transport permits are obtainable from the city Environmental Health Department, 1314 Avenue K, 806-797-2951 at a cost of:

(1) On-site sewage disposal system: $61.00.

(2) Commercial septic tank emptying: $61.00.

(3) Veterans administration loan inspection: $21.00.

SECTION 19. THAT Section 22.06.051 of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 22.06.051 Dumping–Must be at designated place; rates

(a) It shall be unlawful for any person to discharge, dump or unload any garbage, rubbish, refuse or other waste matter at any place within the city, or its jurisdiction, except at the designated city landfill or at such other place as may be designated by the department of sanitation.

(b) Persons desiring to dump such wastes as described above at the designated city landfill shall pay a charge per ton of waste dumped of thirty-seven dollars and twenty-five cents ($37.25) plus any applicable state or federal fee or surcharges at landfill 2252 (West Texas Regional Disposal Facility) and thirty-two dollars and no cents at landfill 69 (Caliche Canyon) effective October 1, 2021. All special wastes that must be discharged, dumped or unloaded at the designated city landfill or at such other place as may be designated by the

solid waste department. Persons desiring to dump special wastes at the city landfill shall pay an additional charge per ton of waste dumped of seventy-one dollars and forty-two cents ($71.42) plus any applicable state or federal fee or surcharge for waste generated outside of the city.

(c) Any person desiring to dump such wastes as described above whose vehicle is not covered in such a manner as to prevent the loss or spillage of such waste during transit shall be charged a surcharge of fifteen dollars ($15.00) in addition to the above-listed charges.

(d) Those persons subject to the assessment set forth in section 22.06.185(a)(1) and (2) shall not be required to pay a dumping fee.

(e) It shall be unlawful for any person to dump any refuse at any city landfill without the payment of the prescribed fees and surcharges.

SECTION 20. THAT Subsection 22.06.185(a) of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 22.06.185 Amounts generally

(a) An assessment is hereby levied for removing garbage, rubbish and trash in accordance with the schedule listed in this section. This shall be the minimum assessment and any additional charges for extra pickups, extra service or extra containers which are now or may in the future be assessed shall be in addition to this charge.

(1) Residential (One unit): seventeen dollars ($17.50) per month, effective October 1, 2021, plus any applicable state or federal fee or surcharge.

(2) Small commercial, churches, day nurseries, private schools, professional offices, home beauty shops, other customary home occupations, nursing homes, orphan, maternity and geriatric homes, lodges, sororities and fraternities generating less than twenty (20) cubic feet per pickup and sharing with at least 3 other business or residential units: Thirty-four dollars and fifty-one cent ($34.51) per month effective October 1, 2021, plus any applicable state or federal fee or surcharge.

(3) Multifamily (more than four units with container), mobile home parks with container, commercial, institutional, hotels, dormitories, motels, hospitals, clinics, governmental agencies, and industrial:

Container Size (Cubic Yards)	Monthly Charge
2 or less	$46.56
3	$69.01
4	$91.46
6	$132.41
8	$173.35

Plus any applicable state or federal fee or surcharge.

When two businesses share a dumpster, the monthly charge per container size is divided equally among the two businesses.

Roll-off containers shall be assessed a one hundred and twenty dollars ($120.00) charge per pickup, $3 dollar per day rental, and thirty-seven dollars and twenty-five cents ($37.25) disposal fee per ton plus any applicable state or federal fee or surcharges, effective October 1, 2021.

Compactor containers shall be assessed a charge of one hundred and twenty dollars ($120.00) per pickup in addition to thirty-seven dollars and twenty-five cents ($37.25) disposal fee per ton plus any applicable state or federal fee or surcharges, effective October 1, 2021.

For the purpose of this section and its use herein, the word "container" shall mean a detachable container of heavy durable material subject to being moved by automation.

SECTION 21. THAT the proposed budgets of the following Component Units and Related Entities are accepted as presented by their Boards: Lubbock Economic Development Alliance, Market Lubbock, Inc., Civic Lubbock, Inc., and Vintage Township Public Facilities Corporation.

SECTION 22. THAT the City Council finds and declares that sufficient written notice of the date, hour, place and subject of this meeting of the Council was posted at a designated place convenient to the public at the Citizens Tower for the time required by law preceding this meeting, that such place of posting was readily accessible at all times to the general public, and that all of the foregoing was done as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents of posting hereof.

SECTION 23. THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method of publication as provided by law.

SECTION 24. THAT should any section, paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 25. THAT matters revised after the proposed budget was filed with the City Secretary are attached hereto as Exhibit G.

AND IT IS SO ORDERED

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

VOTING FOR PASSAGE:	VOTING AGAINST PASSAGE:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Council members present but not voting: _____

Council members absent: _____

****

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

VOTING FOR PASSAGE:	VOTING AGAINST PASSAGE:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Council members present but not voting: _____

Council members absent: _____

****

_____

DANIEL M. POPE, MAYOR

ATTEST:

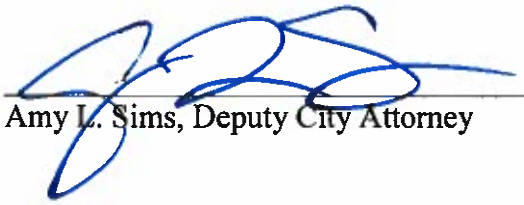
_____

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

Exhibit B - All Funds Summary

		Budget FY 2021-22
General Fund Revenue Sources		
Taxes		
Property Taxes	$	73,560,749
Delinquent Taxes/Penalties & Interest		727,111
Sales Tax		80,864,363
Mixed Beverage Tax		1,463,100
Bingo Tax		270,578
Suddenlink		1,722,891
Xcel Energy		245,000
Atmos		3,502,188
South Plains Electric Coop.		1,668,725
West Texas Gas		17,896
Franchise Fee		21,505,773
Telecom ROW		1,690,000
Development Services		268,060
General Government		174,940
City Secretary		344,100
Public Safety		690,839
Public Works/Solid Waste		26,586,532
Public Health		71,645
Animal Shelter		84,600
Cultural/Recreational		908,854
Museum		306,725
Licenses and Permits		4,554,942
Intergovernmental		496,038
Fines and Forfeitures		2,133,188
Interest Earnings		1,273,900
In Lieu of Property Tax		11,228,011
Rental		18,441
Recoveries of Expenditures		822,426
Oil and Gas Royalties		327,775
Other		289,049
Transfers from LP&L		1,896,328
Transfers from Water/Wastewater Fund		2,691,625
Transfers from Airport Fund		1,983,662
Transfers from Risk Fund		178,400
Transfers from Stormwater		605,412
Total General Fund Revenue	**$**	**245,173,865**
Use of Excess Reserves		5,040,544

Exhibit B - All Funds Summary

		Budget FY 2021-22
General Fund Appropriation Units		
Administrative Services:		
City Attorney	$	2,254,314
City Council		647,597
City Manager		1,780,485
City Secretary		1,954,373
Facilities Management		3,941,527
Finance		3,079,694
Human Resources		980,067
Internal Audit		383,626
Non-departmental		1,814,864
Communications and Marketing and Call Center		813,822
Administrative Services Appropriation		17,650,369
Cultural and Recreation Services:		
Library		3,863,731
Cultural Arts		1,246,833
Parks and Recreation		11,891,848
Cultural and Recreation Services Appropriation		17,002,412
Development Services:		
Building Safety		2,579,433
Code Enforcement		2,866,310
Environmental Health		1,026,017
Planning		992,530
Development Services Appropriation		7,464,290
Public Works/Solid Waste:		
Engineering		694,269
Solid Waste		23,568,187
Streets		5,167,152
Traffic		3,921,826
Public Works/Solid Waste Appropriation		33,351,434
Public Safety and Health Services:		
Animal Services		2,556,606
Fire		57,853,916
Municipal Court		1,900,770
Police		77,305,055
Public Health		1,959,593
Public Safety & Health Services Appropriation		141,575,940
Other Appropriation:		
Transfers		29,193,389
Payroll Accrual/Other Adjustments *		3,976,575
Other Appropriation		33,169,964
Total General Fund Appropriation	**$**	**250,214,409**

* Raises are included in payroll lump sum amount and will be spread to each cost center; therefore budgets for individual cost centers will change to adjust for this.

Exhibit B - All Funds Summary

		Budget FY 2021-22
Debt Service Fund Revenue Sources		
Tax Collection	$	23,320,012
Interest on Investments		86,660
Transfer from Solid Waste		2,025,175
Transfer from North Overton TIF		3,107,871
Transfer from CBD TIF		941,828
Transfer from Hotel Tax Fund		91,500
Transfer from Gateway		8,783,613
Transfer from LP&L - Citizens Tower		1,141,406
Transfer from Water - Citizens Tower		146,733
Transfer from Storm Water (Street Maintenance)		1,052,379
Total Debt Service Fund Revenue		40,697,176
Use of Excess Reserves		2,430,187
Debt Service Fund Expenditures		
General Obligation Bonds		25,837,710
Solid Waste		2,025,175
North Overton TIF		3,107,871
CBD TIF		941,828
Gateway		8,783,613
Storm Water (Street Maintenance)		1,052,379
Hotel Tax		91,500
SIB Loan		631,606
Fiscal Agent Fees		14,000
Bond Sale Charges		200,000
Transfer to Civic Centers		441,681
Total Debt Service Fund Appropriation		43,127,363
Fleet Services Fund		
Total Fleet Service Fund Revenue		8,412,638
Total Fleet Service Fund Appropriation		8,309,842
Health Benefits Fund		
Total Health Benefits Fund Revenue		36,804,186
Use of Excess Reserves		1,562,166
Total Health Benefits Fund Appropriation		38,366,352
Information Technology Fund		
Total Information Technology Revenue		10,206,879
Use of Excess Reserves		138,451
Total Information Technology Appropriation		10,345,330
Telecommunications Fund		
Total Telecommunications Revenue		1,532,445
Use of Excess Reserves		10,958
Total Telecommunications Appropriation		1,543,403
GIS and Data Services Fund		
Total GIS & Data Services Revenue		900,695
Use of Excess Reserves		51,748
Total GIS & Data Services Appropriation		952,443
Radio Shop Fund		
Total Radio Shop Revenue		2,578,148
Total Radio Shop Appropriation		2,452,934
Investment Pool Fund		
Total Investment Pool Fund Revenue		200,331
Total Investment Pool Fund Appropriation		200,331
Print Shop and Warehouse Fund		
Total Print Shop and Warehouse Fund Revenue		496,297
Use of Excess Reserves		180,660
Total Print Shop and Warehouse Fund Appropriation		676,957
Risk Management Fund		
Total Risk Management Fund Revenue		12,278,947
Use of Excess Reserves		581,528
Total Risk Management Fund Appropriation		12,860,475

Exhibit B - All Funds Summary

		Budget FY 2021-22
Airport Fund		
Total Airport Fund Revenue	$	12,301,311
Total Airport Fund Appropriation		12,301,311
Cemetery Fund		
Total Cemetery Fund Revenue		702,110
Transfer from General Fund		100,003
Total Cemetery Fund Appropriation		802,113
Civic Centers Fund		
Total Civic Center Fund Revenue		543,300
Transfer from HOT Fund		1,895,411
Transfer from Debt Service Fund		441,681
Use of Excess Reserves		310,025
Total Civic Center Fund Appropriation		3,190,417
Lake Alan Henry Fund		
Total Lake Alan Henry Fund Revenue		640,788
Total Lake Alan Henry Fund Appropriation		637,639
Lubbock Power and Light Fund		
Total Lubbock Power and Light Fund Revenue		300,695,182
Transfer from Debt Service Fund		1,551,525
Transfer from Other Funds		1,713,786
Use of Excess Reserves		3,721,532
Total Lubbock Power and Light Fund Appropriation		307,682,025
Storm Water Utility Fund		
Total Storm Water Utility Fund Revenue		24,412,998
Use of Excess Reserves		1,704,112
Total Storm Water Utility Fund Appropriation		26,117,110
Transit Fund		
Total Transit Fund Revenue		13,152,124
Transfer from General Fund		1,629,236
Transfer from Economic Development Fund		400,000
Total Transit Fund Appropriation		15,181,360
Water/Wastewater Utility Fund		
Total Water/Wastewater Utility Fund Revenue		144,256,101
Transfer from Other Fund		107,912
Use of Excess Reserves		12,219,217
Total Water/Wastewater Utility Fund Appropriation		156,583,230
Abandoned Vehicle Fund		
Total Abandoned Vehicle Fund Revenue		1,004,310
Use of Excess Reserves		26,790
Total Abandoned Vehicle Fund Appropriation		1,031,100
Animal Assistance Program		
Total Animal Assistance Program Fund Revenue		263,490
Use of Excess Reserves		20,510
Total Animal Assistance Program Fund Appropriation		284,000
Bell Farms PID		
Total Bell Farms PID Fund Revenue		192,281
Total Bell Farms PID Fund Appropriation		121,385
Cable Services Fund		
Total Cable Services Fund Revenue		524,181
Total Cable Services Fund Appropriation		167,033
Central Business District TIF Fund		
Total Central Business District TIF Fund Revenue		1,534,680
Total Central Business District TIF Fund Appropriation		1,448,354
Community Development Fund		
Total Community Development Fund Revenue		9,913,812
Total Community Development Fund Appropriation		9,913,812

Exhibit B - All Funds Summary

	Budget FY 2021-22
Criminal Investigation Fund	
Total Criminal Investigation Fund Revenue	$ 136,550
Use of Excess Reserves	128,450
Total Criminal Investigation Fund Appropriation	265,000
Department of Justice Asset Sharing	
Total Department of Justice Asset Sharing Revenue	440
Use of Excess Reserves	36,560
Total Department of Justice Asset Sharing Appropriation	37,000
Economic Development Fund	
Total Economic Development Fund Revenue	4,308,884
Transfer from General Fund	587
Total Economic Development Fund Appropriation	4,309,471
Gateway Streets Fund	
Total Gateway Streets Fund Revenue	179,123
Transfer from General Fund	8,837,078
Use of Excess Reserves	397,778
Total Gateway Streets Fund Appropriation	9,413,979
Grants	
Total Grant Revenue	4,723,921
Total Grant Appropriation	4,723,921
Hotel Occupancy Tax Fund	
Total Hotel Motel Tax Fund Revenue	6,800,000
Total Hotel Motel Tax Fund Appropriation	6,800,000
Lubbock Business Park TIF	
Total Lubbock Business Park TIF Revenue	642,760
Total Lubbock Business Park TIF Appropriation	22,962
Lubbock Economic Development Alliance Fund	
Total Lubbock Economic Development Alliance Fund Revenue	7,344,980
Total Lubbock Economic Development Alliance Fund Appropriation	7,344,980
Municipal Court Fund	
Total Municipal Court Fund Revenue	205,637
Use of Excess Reserves	19,338
Total Municipal Court Fund Appropriation	224,975
North and East Lubbock Neighborhood and Infrastructure Fund	
Transfer from General Fund	294,998
Total North and East Lubbock Neighborhood Fund Appropriation	294,998
North Overton Public Improvement District Fund	
Total North Overton Public Improvement District Fund Revenue	832,346
Total North Overton Public Improvement District Fund Appropriation	808,284
North Overton Tax Increment Fund	
Total North Overton Tax Increment Fund Revenue	4,940,547
Transfer from Hotel Motel Tax	335,277
Total North Overton Tax Increment Fund Appropriation	4,133,938
North Point Public Improvement District Fund	
Total North Point Public Improvement District Fund Revenue	263,928
Total North Point Public Improvement District Fund Appropriation	247,017
Quincy Park Public Improvement District Fund	
Total Quincy Park Public Improvement District Fund Revenue	209,913
Total Quincy Park Public Improvement District Fund Appropriation	197,846
Truancy Prevention and Diversion Fund	
Total Juvenile Case Manager Fund Revenue	89,915
Total Juvenile Case Manager Fund Appropriation	82,500
Upland Crossing Public Improvement District Fund	
Total Upland Crossing Public Improvement District Fund Revenue	48,500
Total Upland Crossing Public Improvement District Fund Appropriation	9,458
Valencia Public Improvement District Fund	
Total Valencia Public Improvement District Fund Revenue	56,734
Use of Excess Reserves	17,331
Total Valencia Public Improvement District Fund Appropriation	74,065

Exhibit B - All Funds Summary

		Budget FY 2021-22
Vintage Township Public Improvement District Fund		
Total Vintage Township Public Improvement District Fund Revenue	$	199,900
Total Vintage Township Public Improvement District Fund Appropriation		199,900
Lubbock Economic Development Alliance		
Total Lubbock Economic Development Alliance Revenue		8,415,980
Use of Non-Cash Assets - Land		2,531,448
Use of Excess Reserve		1,417,572
Total Lubbock Economic Development Alliance Appropriation		12,365,000
Market Lubbock, Inc.		
Total Market Lubbock, Inc. Revenue		3,726,541
Use of Excess Reserve		284,409
Total Market Lubbock Inc. Appropriation		4,010,950
Market Lubbock, Inc. - Visit Lubbock, Inc.		
Total Market Lubbock, Inc. - Visit Lubbock, Inc. Revenue		2,903,331
Use of Excess Reserve		606,511
Total Market Lubbock Inc. - Visit Lubbock, Inc. Appropriation		3,509,842
Market Lubbock, Inc. - Sports Authority		
Total Market Lubbock, Inc. - Sports Authority Revenue		1,462,020
Use of Excess Reserve		191,530
Total Market Lubbock Inc. - Sports Authority Appropriation		1,653,550
Civic Lubbock, Inc.		
Total Civic Lubbock, Inc. Revenue		1,234,320
Total Civic Lubbock, Inc. Appropriation		1,234,320
Vintage Township Public Facilities Corporation		
Total Vintage Township Public Facilities Corporation Revenue		184,928
Total Vintage Township Public Facilities Corporation Appropriation		184,928

Exhibit C - Transfers Summary

To	From	Description	Amount
Airport Capital Projects Fund	Airport Enterprise Fund	Airport Cash Funded Capital	$ 624,000
Airport Enterprise Fund	Airport CFC Fund	Airport CFC Debt Service	1,050,420
Airport Enterprise Fund	Airport PFC Fund	Airport PFC Debt Service	1,326,498
Cemetery Enterprise Fund	General Fund	Cemetery Operations	325,433
Central Business District TIF Capital	Central Business District TIF	CBD TIF Cash Funded Capital	100,000
Civic Center Enterprise Fund	Hotel Occupancy Tax Fund	Civic Center Operations/Marketing	1,895,411
Civic Center Enterprise Fund	Debt Service Fund	Debt Service Payment	441,681
Civic Center Capital Projects Fund	Civic Center Enterprise Fund	Civic Center Cash Funded Capital	253,612
Debt Service Fund	General Fund (Solid Waste)	Debt Service Payment	2,025,175
Debt Service Fund	North Overton TIF	Debt Service Payment	3,107,871
Debt Service Fund	Central Business District TIF	Debt Service Payment	941,828
Debt Service Fund	Hotel Occupancy Tax Fund	Debt Service Payment	91,500
Debt Service Fund	Gateway Streets Fund	Debt Service Payment	8,783,613
Debt Service Fund	Stormwater Enterprise Fund	Debt Service Payment	1,052,379
Debt Service Fund	Lubbock Power & Light	Debt Service Payment - Citizen Tower	1,141,406
Debt Service Fund	Water/Wastewater Enterprise Fund	Debt Service Payment - Citizen Tower	146,733
Economic Development Fund	General Fund	Economic Development Operations	79,550
Fleet Capital Projects Fund	Cemetery Enterprise Fund	Cemetery Cash Funded Capital (Vehicles)	8,000
Fleet Capital Projects Fund	Water/Wastewater Enterprise Fund	Water/Wastewater Cash Funded Capital (Vehicles)	739,000
Fleet Capital Projects Fund	Stormwater Enterprise Fund	Stormwater Cash Funded Capital (Vehicles)	111,000
Fleet Capital Projects Fund	Information Technology Fund	IT Cash Funded Capital (Vehicles)	30,000
Fleet Capital Projects Fund	General Fund	General Fund Cash Funded Capital (Vehicles)	919,978
Fleet Capital Projects Fund	General Fund (Solid Waste)	General Fund Cash Funded Capital (Vehicles)	1,983,000
Fleet Vehicle Replacement Fund	Water/Wastewater Enterprise Fund	Vehicle Replacement Fund	208,327
Fleet Vehicle Replacement Fund	Civic Center Enterprise Fund	Vehicle Replacement Fund	3,017
Fleet Vehicle Replacement Fund	Stormwater Enterprise Fund	Vehicle Replacement Fund	168,253
Fleet Vehicle Replacement Fund	Fleet Maintenance Fund	Vehicle Replacement Fund	22,607
Gateway Streets Fund	General Fund	Gateway Operations & Debt	8,837,078
Gateway Streets Capital Projects Fund	Gateway Streets Fund	Gateway Streets Cash Funded Capital	630,366
General Facilities System Improvements Capital Projects	General Fund	General Fund Cash Funded Capital	2,201,100
General Capital - Solid Waste Capital Projects	General Fund	General Fund Cash Funded Capital	1,174,579
General Fund	Lubbock Power & Light	Indirect Cost	1,895,328
General Fund	Water/Wastewater Enterprise Fund	Indirect Cost	1,806,972
General Fund	Water/Wastewater Enterprise Fund	Paved Streets	884,653
General Fund	Airport Enterprise Fund	Indirect Cost	387,815
General Fund	Airport Enterprise Fund	Aircraft Rescue Fire Fighting (ARFF)	1,595,847
General Fund	Stormwater Enterprise Fund	Indirect Cost	258,567
General Fund	Stormwater Enterprise Fund	Playa Lake	346,845
General Fund	Risk Management Fund	Organizational Development	178,400
Grant Fund	Transit Enterprise Fund	Transit Operations	1,210,801
Lubbock Power & Light	Water/Wastewater Enterprise Fund	Utility Collections	3,806,449
Lubbock Power & Light	Stormwater Enterprise Fund	Utility Collections	1,170,871
Lubbock Power & Light	General Fund	Utility Collections-Solid Waste CC	1,170,871
Lubbock Power & Light	General Fund	Debt Service Payment/Citizen Tower-Solid Waste CC	97,385
Lubbock Power & Light	General Fund	Debt Service Payment/CIS-Solid Waste CC	180,995
Lubbock Power & Light	Water/Wastewater Enterprise Fund	Debt Service Payment - Citizen Tower	316,593
Lubbock Power & Light	Water/Wastewater Enterprise Fund	Debt Service Payment - Customer Info System	588,405
Lubbock Power & Light	Water/Wastewater Enterprise Fund	Debt Service Payment - Vehicle Replacement	57,056
Lubbock Power & Light	Water/Wastewater Enterprise Fund	Debt Service Payment - AMI Debt	178,838
Lubbock Power & Light	Water/Wastewater Enterprise Fund	Debt Service Payment - Capital Purchase	16,136
Lubbock Power & Light	Stormwater Enterprise Fund	Debt Service Payment - Citizen Tower	97,385
Lubbock Power & Light	Stormwater Enterprise Fund	Debt Service Payment - Customer Info System	180,995
Lubbock Power & Light Capital Project Fund	Lubbock Power & Light	LP&L Cash Funded Capital	20,969,731
North & East Lbk Ngbhd & Infrstr	General Fund	North & East Lubbock Operations	294,998
North Overton TIF	Hotel Occupancy Tax Fund	North Overton TIF	335,277
North Overton TIF Capital	North Overton TIF	North Overton Cash Funded Capital	1,000,000
Parks Capital Projects	General Fund	General Fund Cash Funded Capital	1,446,015
Stormwater Capital Projects Fund	Stormwater Enterprise Fund	Stormwater Cash Funded Capital	5,769,293
Streets Capital Projects	General Fund	General Fund Cash Funded Capital	12,485,000
Traffic Control System Capital Projects	General Fund	General Fund Cash Funded Capital	975,000
Transit Enterprise Fund	General Fund	Transit Operations	1,629,237
Transit Enterprise Fund	Economic Development Fund	Transit Operations	400,000
Vintage Township Public Facilities Corporation	Vintage Township PID	Debt Service Payment	184,928
Water/Wastewater Capital Project Fund	Water/Wastewater Enterprise Fund	Water Cash Funded Capital	19,560,328
Water/Wastewater Capital Project Fund	Water/Wastewater Enterprise Fund	Wastewater Cash Funded Capital	7,098,784
Water/Wastewater Enterprise Fund	Lake Alan Henry Fund	Lake Alan Henry Debt Service	107,912

Exhibit D - Capital Program Summary

Project Number	Project Name	Appropriation to Date	Appropriation FY 2021-22
8550	Golf Course Improvements	$ 837,149	53,400
8555	Sanitary Sewer Manhole Adjustments	600,000	-
8595	Storm Water Master Plan	2,250,000	-
8606	FEMA Restudy - Systems B,C,D	900,000	-
8610	Remove and Reseal All Joints in Concrete	2,067,500	5,732,386
8614	Asset Management	1,440,000	300,000
8615	Transmission Line & Easement Maintenance	500,000	450,000
8616	Terminal Apron Maintenance	4,315,083	-
8622	Pressure Zone Delineation and Valve Repair Project	495,000	-
8624	Locate and Repair Water Valves	1,400,000	600,000
8625	Field Asset Inventory & Data Verification	2,350,862	-
8626	Distribution Planning	680,000	-
8628	Digital Orthophotography	620,000	185,000
8629	Civic Center Exterior Repair and Upgrade	591,000	-
8630	Park Amenities	583,566	168,820
8631	Convention Center Hotel Project	114,048	-
8633	Comprehensive Plan Implementation	625,000	-
8634	City Council Initiatives	125,000	-
8637	Abernathy Landfill - Gate House Renovations	170,000	7,400
8638	Canyon and Playa Lakes Restoration and Restudy	250,000	-
8639	Future Infrastructure Funding Study	366,500	-
8646	Public Safety CAD, Mobile, and RMS Software	100,000	4,000,000
8647	Outer Route (Loop 88) Segments 1 & 2	609,700	-
8648	Airfield Pavement Maintenance	809,690	-
8649	Fire Hydrant Repair & Replacement	650,000	-
8652	Upgrade Traffic Signal at 4th Street & Indiana Ave	13,188	-
8654	Land Application Closure Evaluation	300,000	-
8655	Topographic Information Acquisition	250,000	-
8656	Parks Master Plan	310,000	-
8658	Downtown On Street Parking Conversion	75,000	-
8659	Downtown One Way to Two Way Street Conversion	400,000	400,000
8660	Parking Master Plan	100,000	-
8661	Historic District Designation	200,000	100,000
8662	McAlister Park Planning and Support Funds	100,000	-
8663	Future Comprehensive Plan Implementation	-	120,000
8664	FY 2021-22 Comprehensive Zoning Map Analysis	-	75,000
8665	Document Management System	-	215,000
8666	Large Water Line Assessment and Repair	-	275,000
92174	Northwest Lubbock and Maxey Park Project	77,250,000	-
92238	Facility Maintenance Fund	1,416,000	93,500
92254	North Overton TIF Public Improvements	3,397,031	-
92318	Major Sanitary Sewer Mains Rehabilitation	16,500,000	-
92329	Codes and Env. Health Software Replacement	280,000	-

Exhibit D - Capital Program Summary

Project Number	Project Name	Appropriation to Date	Appropriation FY 2021-22
92331	Fiberoptic Communications	1,600,000	1,000,000
92349	Communications System Expansion	1,050,000	-
92353	South Lubbock Water Treatment Plant Expansion	3,500,000	-
92359	Facility Roof Replacements	1,358,000	535,300
92361	Terminal Building Remodel	44,953,480	-
92362	Buddy Holly Center Renovations Phase II	564,380	45,000
92367	Municipal Square Repairs	566,511	-
92368	CBD TIF Special Projects	507,024	-
92369	Municipal Facilities Replacements/Renovations	62,500,000	-
92380	Feeder Circuits - Northwest	1,384,200	-
92399	Gateways	4,500,000	-
92403	69/115kV Line Rebuild: Thompson-Vicksburg	4,175,000	-
92404	115kV Line Construction: Northwest-Mackenzie	17,964,247	-
92405	69/115kV Line Rebuild: Chalker-Thompson	5,770,000	-
92407	Southeast Substation Expansion	2,955,000	-
92432	Utility Infrastructure Upgrades/Relocations	1,500,000	-
92435	Street Maintenance Program	34,944,470	-
92444	SEWRP Improvements Plant 3	11,131,267	-
92445	SEWRP Transformer Rehabilitation	3,500,000	-
92448	Water Reclamation Plant Replacements	2,000,000	250,000
92450	Lowhead C Pump Station and Supply Line	23,598,161	-
92452	Elevated Storage Tanks	14,001,839	-
92457	CSIS and Workforce Management System	34,685,000	-
92460	69/115kV Line Rebuild: Erskine-Mackenzie	4,280,000	-
92464	Yellow House Canyon Substation	13,560,000	-
92466	Autotransformer - Co-op	5,150,000	-
92468	Autotransformer - Mackenzie	6,000,000	-
92469	Substation Rebuild - Holly	7,150,000	-
92470	Substation Rebuild - Oliver	6,800,000	-
92473	Posey Substation	19,900,000	-
92474	Yellow House Canyon 345/115 kV Transformers	10,260,000	-
92475	Dunbar 345/115kV Transformers	10,840,000	-
92477	69/115kV Line Rebuild: Holly-Southeast	9,500,000	-
92478	69/115kV Line Rebuild: Holly-Slaton	6,570,000	-
92480	69/115kV Line Rebuild: Southeast-Oliver	4,900,000	-
92484	Substation Upgrades	5,350,000	-
92510	Upland Avenue - 66th Street to 82nd Street	6,360,311	-
92513	Pumping System Improvements Phase II	2,000,000	500,000
92514	Sewer Lines Ahead of Street Paving	750,000	800,000
92516	Transportation Improvements/Unimproved Roads	2,300,000	-
92518	Storm Water System Improvements	2,455,265	700,000
92533	Posey to Southeast 115kV Line	7,400,000	-
92537	GIS Software Upgrades and Interfaces	1,765,000	420,000

Exhibit D - Capital Program Summary

Project Number	Project Name	Appropriation to Date	Appropriation FY 2021-22
92539	Water Treatment Plant Improvements Phase III	16,808,319	-
92541	South Lubbock Sanitary Sewer Expansion Phase III	6,124,649	-
92545	Fleet Vehicle Replacement FY 17-18	313,568	-
92551	Public Safety Improvements Project	55,882,000	-
92557	Landfill 69 Gas Collection System Replacement	344,730	-
92558	Landfill 69 Groundwater Remediation	500,000	375,000
92565	Garden and Arts Center Exterior Renovations	280,000	15,000
92567	Dock and Bridge Replacement	300,550	149,675
92569	Backup Power at Signalized Intersections	200,000	100,000
92570	American Disability Act Ramp and Sidewalk Project	525,000	250,000
92572	Municipal Hill Car Wash FY 18-19	250,000	-
92578	Enterprise Resource Planning System	2,500,000	-
92579	Airport Property Improvements	1,200,000	300,000
92580	Cemetery Capital Improvements	80,000	-
92583	Automated Metering Infrastructure	20,635,000	-
92585	Annexation Water Lines for Fire Protection	6,500,000	-
92586	Dunbar-Manhattan Heights Underground Conversion	1,210,000	-
92587	Loop 88 Sewer Line Relocation	1,609,132	-
92588	Loop 88 Water Line Relocations	1,500,000	-
92589	Water Line Upsizing for Development	150,000	-
92590	Sewer Line Upsizing for Development	200,000	-
92591	Lift Station Rehabilitation	240,000	300,000
92592	Large Valve Project	1,500,000	-
92593	Roy Furr Pioneer Park	2,000,000	-
92605	Operations System Upgrades	815,000	300,000
92606	South Plains Mall Expansion	835,000	-
92608	Red Raider Substation Distribution Feeders	4,000,000	1,565,000
92609	Blackwater Draw to Folsom Point 345kV Line	42,320,000	-
92610	Blackwater Draw to Double Mountain 345kV Line	57,091,522	-
92611	Double Mountain to Fiddlewood 345kV Line	24,980,000	-
92614	Acquire Snow Removal Equipment	846,202	-
92616	East Side T-Hangars	200,000	-
92617	Roberts County Well Field New Transmission Line	1,000,000	500,000
92619	Construct Federal Inspection Services Facility	2,750,000	-
92620	Civic Center Parking Lot Repair	543,785	-
92621	Amphitheatre Erosion Renovations	254,650	-
92622	Civic Center Rebranding Project	353,320	-
92624	Burgess Rushing Tennis Center Pickleball Courts	262,260	-
92625	Indiana Avenue from 130th Street to 146th Street	8,100,000	-
92634	LP&L - GIS Office Renovations	1,115,000	-
92635	Substation Rebuild - Northeast	1,800,000	-
92648	Zetron Fire Paging Replacement	800,000	-
92649	Upland Avenue from 82nd Street to 98th Street	750,000	1,000,000

Exhibit D - Capital Program Summary

Project Number	Project Name	Appropriation to Date	Appropriation FY 2021-22
92651	Wausau Avenue from MSF to 82nd St.	950,594	-
92652	Solid Waste Vehicle Replacement FY 2019-20	2,985,000	-
92653	Storm Water Rehabilitation and Maintenance	1,000,000	500,000
92654	Upland Ave and 66th St Playa Drainage Imp.	1,300,000	4,000,000
92655	North Quaker and Clovis Drainage Project	1,250,000	-
92656	SEWRP Effluent Pump Station #2 Improvements	500,000	6,000,000
92657	Downtown Sewer Line Replacement	900,000	-
92658	Bailey County Electrical Improvements	7,500,000	-
92659	Low Pressure Supply Line Lining Project	7,000,000	-
92660	NWTP 8 MG Ground Storage Tank	9,850,000	-
92661	Posey to Oliver 115kV Line	14,970,000	-
92662	Dunbar Station Work	1,000,000	-
92663	Yellow House Canyon Station Work	1,000,000	-
92664	Oliver Station Work	750,000	-
92665	Southeast Station Work	750,000	-
92666	Dunbar Substation Work	10,302,434	-
92668	Wadsworth Relay Upgrade	1,100,000	-
92669	114th Street - Slide Road to Quaker Avenue	8,500,000	-
92670	114th Street - Quaker Ave to Indiana Ave - Design	1,151,000	-
92671	Ivory Street	3,265,503	-
92672	Parking Garage	7,961,294	-
92673	Upland Avenue 98th Street to 114th Street	100,000	700,000
92674	SEWRP Improvements Plant 3 Nutrient Removal	500,000	-
92675	Roof Repair and Replacement	774,000	324,000
92676	General Fund Vehicle Replacement FY 20-21	1,755,000	-
92677	Water/Wastewater Vehicle Replacement FY 20-21	672,000	-
92678	Storm Water Vehicle Replacement FY 20-21	310,000	-
92679	Solid Waste Vehicle Replacement FY 20-21 Tax Notes	1,290,000	-
92680	Substation Capacity Upgrade - Northeast	600,000	7,555,000
92681	ERCOT Conversion Work	450,000	-
92682	Program 69-115 Voltage Conversion	1,075,000	-
92683	FY 2020-2023 Service Distribution Meters	226,000	235,000
92684	FY 2020-23 Distribution Transformers	3,500,000	2,200,000
92685	FY 2020-2023 Distribution System Upgrade	5,625,000	2,250,000
92686	FY 2020-23 Overhead Lines	2,424,000	2,424,000
92687	FY 2020-23 Street Lights	484,600	550,000
92688	FY 2020-23 Underground Distribution	2,876,500	2,965,500
92689	ERCOT - TDSP	1,500,000	7,365,000
92690	East Broadway Series Street Light Conversion	420,000	300,000
92691	FY 2020-21 Vehicles and Equipment	2,667,500	-
92692	FY 2020-21 Transmission Crew Vehicles & Equipment	2,150,000	-
92693	Distribution SystemUpgrade-Improvements-Expansion	4,936,674	6,445,000
92694	Substation 25kV Capacity Upgrades	4,030,000	-

Exhibit D - Capital Program Summary

Project Number	Project Name	Appropriation to Date	Appropriation FY 2021-22
92695	Downtown Redevelopment	650,000	1,725,000
92697	Street Maintenance 2021	10,855,015	11,000,000
92698	Transfer Station	230,000	1,275,000
92699	SEWRP Plant # 4 Secondary Clarifier Rehabilitation	900,000	-
92700	South Lubbock Sanitary Sewer Extension Phase IV	75,000	2,200,000
92701	Major Sewer Line Condition Assessment and Repair	1,000,000	3,000,000
92702	East Lubbock Future Expansion	500,000	500,000
92703	Civic Center Convention Center Hotel	106,500	-
92704	North Overton TIF Street Upgrade/Replacement	600,000	1,000,000
92705	Outdoor Warning Siren System	980,436	-
92706	Neighborhood Plan Development and Implementation	250,000	-
92707	Public Health Facility	2,000,000	8,111,342
92708	Memphis Avenue Drainage Improvements	120,583	-
92709	Reese Air Force Water line	1,416,931	-
92710	Fiddlewood to Farmland 345kV Transmission Line	8,000,000	-
92711	Fire Station 20	7,645,000	-
92712	Transportation Improvements/Unpaved Roads	9,000,000	-
92713	Erskine Street	11,300,000	-
92714	Warehouse Replacement	-	152,300
92715	Citizens Tower West Plaza	-	450,000
92716	Municipal Parking Garage Plaza	-	500,000
92717	Replace ARFF Vehicle	-	800,000
92718	Park Playgrounds Phase II	-	740,000
92719	Parks Unimproved Roads	-	400,000
92720	General Fund Vehicle Replacement FY 21-22	-	2,902,978
92721	Solid Waste Vehicle Replacement FY 21-22 Tax Notes	-	1,100,000
92722	General Fund Vehicle Replacement FY 21-22 - ARPA	-	5,928,000
92723	Cemetery Fund Vehicle Replacement FY 21-22	-	8,000
92724	Water/Wastewater Vehicle Replacement FY 21-22	-	739,000
92725	Storm Water Vehicle Replacement FY 21-22	-	111,000
92726	IT Vehicle Replacement FY 21-22	-	30,000
92727	Substation Capacity Upgrade - Co-op	-	5,670,000
92728	Substation Capacity Upgrade - Thompson	-	2,740,000
92729	Substation Capacity Upgrade - Vicksburg	-	8,660,000
92730	Cooke Facility Remodel	-	205,000
92731	Yellowhouse Substation Capacity Upgrade	-	1,335,000
92732	McDonald Substation Capacity Upgrade	-	1,410,000
92733	DNV-GL Cascade Upgrades	-	250,000
92734	Additional COLU Phone Lines	-	202,246
92735	FY 2021-22 Vehicles and Equipment	-	2,625,000
92736	Cooke GT3 Control System Replacement	-	900,000
92737	114th Street - Quaker Avenue to Indiana Avenue	-	3,000,000
92738	Pedestrian and Cyclist Enhancements	-	160,000

Exhibit D - Capital Program Summary

Project Number	Project Name	Appropriation to Date	Appropriation FY 2021-22
92739	Iola Avenue From 122nd St. to FM 1585	-	75,000
92740	Canyon Lakes Connectivity	-	75,000
92741	Fiber Optic Expansion Continuation	-	50,000
92742	Traffic Signal FY21-22 through FY25-26	-	350,000
92743	Playa Lake 054 Lateral Extension	-	500,000
92744	Sewer Ahead of Broadway Ave	-	350,000
92745	Manhole Replacement on Interceptors	-	500,000
92746	Sewer Line Replacement	-	800,000
92747	Sewer Tap Replacements	-	800,000
92748	New Water Meter Sets & Meter Replacements	-	1,800,000
92749	Water Line Replacement FY 2021	-	550,000
92750	Water Lines Ahead of Street Paving FY 2021	-	250,000
92751	Water Ahead of Broadway Ave	-	350,000
92752	Water Lines Ahead of Arterial Roadways	-	1,350,000
92753	Elevated Storage Tanks	-	16,700,000
Total Appropriation		**$ 983,691,723**	**160,023,847**

Exhibit D - Capital Program Summary

Funding Source	Funding to Date	Funding FY 2021-22
AIP Grant	$ 5,410,890	5,159,148
Airport Capital Project Fund	1,177,761	-
Airport Coronavirus Response Grant Program	409,690	-
American Rescue Plan Act Funding	-	14,039,342
C.A.R.E.S. Act	2,991,089	1,373,238
Capital Project Fund	100,000	482,821
Developer Participation	356,187	-
Federal Grant Funding	18,878,533	-
FY 2007 Storm Water Revenue CO's	297,896	-
FY 2007 TIF Revenue CO's	29,175	-
FY 2008 Storm Water Revenue CO's	600,000	-
FY 2008 TIF Revenue CO's	676,105	-
FY 2009 General Fund Cash	185,951	-
FY 2009 General Obligation Bonds	46,662	-
FY 2009 Storm Water Revenue CO's	872,225	-
FY 2009 Tax Supported Revenue CO's	400,000	-
FY 2009 TIF Revenue CO's	41,731	-
FY 2010 Gateway Streets Revenue CO's	448,687	-
FY 2010 General Fund Cash	44,824	-
FY 2010 Storm Water Revenue CO's	1,500,000	-
FY 2010 TIF Revenue CO's	20	-
FY 2010 Wastewater Cash	250,000	-
FY 2010 Water Revenue CO's	1,570,966	-
FY 2011 10-year Water Revenue CO's	48,240	-
FY 2011 General Fund Cash	551,091	-
FY 2011 Storm Water Revenue CO's	746,744	-
FY 2011 Tax and Waterworks CO's	307,251	-
FY 2011 Tax Supported Revenue CO's	122,479	-
FY 2011 Water Revenue CO's	29,662	-
FY 2012 General Fund Cash	72,190	-
FY 2012 Storm Water Revenue CO's	33,971,124	-
FY 2012 Water Revenue CO's	341,609	-
FY 2013 General Obligation Bonds	2,012,007	-
FY 2013 Storm Water Revenue CO's	5,253,961	-
FY 2013 Tax Supported Revenue CO's	15,412	-
FY 2013 Wastewater Revenue CO's	3,710,103	-
FY 2014 10-Year LP&L Revenue Bonds	612	-
FY 2014 10-year Water Revenue CO's	700,000	-
FY 2014 Airport Revenue CO's	204,489	-
FY 2014 General Fund Cash	500,000	-
FY 2014 LP&L Cash	250,000	-
FY 2014 LP&L Revenue Bonds	719,448	43,289
FY 2014 Tax Supported Revenue CO's	350,025	-

Exhibit D - Capital Program Summary

Funding Source	Funding to Date	Funding FY 2021-22
FY 2014 Wastewater Revenue CO's	2,834,430	1,216
FY 2014 Water Revenue CO's	2,577,613	-
FY 2015 Airport Revenue CO's	2,342,250	-
FY 2015 Gateway Streets Revenue CO's	111,704	-
FY 2015 General Fund Cash	672,000	-
FY 2015 LP&L Revenue Bonds	334,739	-
FY 2015 PFC Revenue CO's	381,729	-
FY 2015 Storm Water Cash	500,000	-
FY 2015 Tax Supported Revenue CO's	11,585,487	-
FY 2015 Wastewater Revenue CO's	11,327,145	-
FY 2015 Water Cash	180,149	-
FY 2015 Water Revenue CO's	-	1,099
FY 2016 10-Year LP&L Revenue Bonds	1,156,161	-
FY 2016 10-Year TIF Revenue CO's	1,500,000	-
FY 2016 30-Year LP&L Revenue Bonds	1,245,000	-
FY 2016 7-Year Solid Waste Revenue CO's	344,730	-
FY 2016 CBD TIF Cash	200,000	-
FY 2016 CBD TIF Revenue CO's	1,500,000	-
FY 2016 General Fund Cash	2,899,963	-
FY 2016 LP&L Cash	204,200	-
FY 2016 LP&L Revenue Bonds	400,000	304,222
FY 2016 PFC Revenue CO's	283,605	-
FY 2016 Solid Waste Revenue CO's	2,970,358	-
FY 2016 Storm Water Cash	1,000,000	-
FY 2016 Tax Supported Revenue CO's	53,864,595	-
FY 2016 Wastewater Revenue CO's	2,162,846	-
FY 2016 Water Cash	193,068	-
FY 2017 10-Year LP&L Revenue Bonds	3,245,000	-
FY 2017 30-Year LP&L Revenue Bonds	10,425,043	-
FY 2017 7-Year Tax Revenue CO's	4,779,743	-
FY 2017 Airport Cash	277,680	-
FY 2017 CBD TIF Revenue CO's	4,500,000	-
FY 2017 General Fund Cash	3,044,608	-
FY 2017 LP&L Cash	500,000	-
FY 2017 LP&L Revenue Bonds	16,449	-
FY 2017 North Overton TIF Cash	150,000	-
FY 2017 Solid Waste Cash	500,000	-
FY 2017 Storm Water Cash	759,236	-
FY 2017 Tax Supported Revenue CO's	496,030	-
FY 2017 TWBD CO's	35,000,000	-
FY 2017 Wastewater Cash	1,090,000	-
FY 2017 Wastewater Revenue CO's	2,692,749	-
FY 2017 Water Cash	4,209,723	-

Exhibit D - Capital Program Summary

Funding Source	Funding to Date	Funding FY 2021-22
FY 2018 10-Year LP&L Revenue Bonds	35,349,089	-
FY 2018 20-Year LP&L Revenue Bonds	1,085,225	-
FY 2018 30-Year LP&L Revenue Bonds	36,075,391	96,762
FY 2018 Airport Cash	191,203	-
FY 2018 CBD TIF Cash	114,048	-
FY 2018 Fleet Cash	313,568	-
FY 2018 Gateway Streets CO's	2,509,296	69,634
FY 2018 General Fund Cash	7,011,428	-
FY 2018 LP&L Cash	1,585,000	-
FY 2018 North Overton TIF Cash	1,000,000	-
FY 2018 Storm Water Cash	1,120,000	-
FY 2018 Tax Supported Revenue CO's	10,000,000	-
FY 2018 Water/Wastewater Cash	8,269,292	-
FY 2019 Airport Cash	600,000	-
FY 2019 Airport Revenue CO's	7,135,000	-
FY 2019 Cemetery Cash	80,000	-
FY 2019 General Fund Cash	9,656,609	12,480
FY 2019 Hotel Occupancy Tax	171,000	-
FY 2019 Information Technology Cash	859,480	-
FY 2019 LP&L Cash	2,220,000	1,038,099
FY 2019 North Overton TIF Cash	1,700,000	-
FY 2019 PFC Revenue CO's	15,340,000	-
FY 2019 Storm Water Cash	697,868	102,933
FY 2019 Tax Supported Revenue CO's	50,250,000	-
FY 2019 Texas Water Development Board Bonds	20,635,000	-
FY 2019 Water/Wastewater Cash	8,276,809	200,000
FY 2019 Water/Wastewater Revenue CO's	6,500,000	-
FY 2020 Airport Cash	1,000,000	-
FY 2020 Civic Center Cash	714,218	-
FY 2020 Gateway Streets Revenue CO's	8,100,000	-
FY 2020 General Fund Cash	13,024,369	-
FY 2020 Hotel Occupancy Tax	657,537	-
FY 2020 Information Technology Cash	100,000	-
FY 2020 LP&L Cash	670,000	1,183,916
FY 2020 Lubbock Business Park TIF Cash	3,265,503	-
FY 2020 Market Lubbock, Inc. Funding	207,024	-
FY 2020 North Overton TIF Cash	300,000	-
FY 2020 Storm Water Cash	1,629,079	-
FY 2020 Tax Notes	1,250,000	-
FY 2020 Water/Wastewater Cash	11,633,123	-
FY 2020 Water/Wastewater Revenue CO's	44,606,427	4,063,573
FY 2021 20-Year LP&L Revenue Bonds	29,470,813	-
FY 2021 30-Year LP&L Revenue Bonds	252,557,769	-

Exhibit D - Capital Program Summary

Funding Source	Funding to Date	Funding FY 2021-22
FY 2021 Airport Cash	1,292,036	-
FY 2021 CBD TIF Cash	506,500	-
FY 2021 Gateway Streets Cash	100,000	-
FY 2021 General Fund Cash	17,178,436	-
FY 2021 General Fund Tax Notes	1,290,000	-
FY 2021 Information Technology Cash	30,000	-
FY 2021 LP&L Cash	19,623,600	-
FY 2021 North Overton TIF Cash	600,000	-
FY 2021 Storm Water Cash	3,755,583	12,774
FY 2021 Tax Supported Revenue CO's	35,348,970	-
FY 2021 Texas Water Development Board Bonds	10,455,000	-
FY 2021 Water/Wastewater Cash	9,872,000	-
FY 2021 Water/Wastewater Revenue CO's	11,500,000	-
FY 2022 Airport Cash	-	624,000
FY 2022 CBD TIF Cash	-	100,000
FY 2022 Cemetery Cash	-	8,000
FY 2022 Gateway Streets Cash	-	630,366
FY 2022 General Fund Cash	-	21,184,672
FY 2022 General Fund Tax Notes	-	5,100,000
FY 2022 Information Technology Cash	-	30,000
FY 2022 LP&L Cash	-	20,969,731
FY 2022 North Overton TIF Cash	-	1,000,000
FY 2022 Storm Water Cash	-	5,880,293
FY 2022 Tax Supported Revenue CO's	-	3,000,000
FY 2022 Water/Wastewater Cash	-	27,398,112
FY 2022 Water/Wastewater Revenue CO's	-	8,200,000
General Capital Project Fund	2,848,088	53,400
Health Fund Cash	303,020	-
Hotel Occupancy Tax	200,000	-
Hotel/Motel Funds	564,380	-
Information Technology Cash	87,500	-
LP&L 20-Year Revolving Note Program	-	34,012,489
LP&L 30-Year Revolving Note Program	-	3,648,238
Lubbock County Proceeds	4,285,627	-
Market Lubbock Inc. Capital Project Fund	100,000	-
Parks Capital Projects Fund	700	-
Public Works Capital Project Fund	64,252	-
School District Cash Donation	230,868	-
Storm Water CIP Fund	252,132	-
Street Capital Project Fund	12,992	-
Texas Tech University Funding	13,188	-
TxDOT Participation	1,700,756	-
United States Air Force Funding	1,416,931	-

Exhibit D - Capital Program Summary

Funding Source		Funding to Date	Funding FY 2021-22
Wastewater Capital Project Fund		250,000	-
Wastewater Cash		320,082	-
Water/Wastewater Capital Project Fund		504,448	-
Westwind Realty, L.P. Funding		400,594	-
Total Funding	**$**	**983,691,723**	**160,023,847**

Exhibit E - Non-Civil Service Pay Plan

Pay Grade	Minimum	Midpoint	Maximum
101	$ 16,485.02	21,330.15	26,175.28
102	17,308.49	22,396.21	27,483.93
103	18,169.80	23,515.69	28,861.58
104	19,080.07	24,691.92	30,303.77
105	20,034.85	25,927.13	31,819.40
106	21,038.60	27,223.54	33,408.48
107	22,086.85	28,582.27	35,077.68
108	23,190.75	30,012.22	36,833.68
109	24,352.52	31,514.50	38,676.48
110	25,567.69	33,089.11	40,610.52
111	26,849.64	34,743.84	42,638.04
112	28,191.68	36,482.04	44,772.40
113	29,598.25	38,304.80	47,011.35
114	31,080.50	40,221.04	49,361.58
115	32,636.20	42,231.87	51,827.55
116	34,269.79	44,345.08	54,420.37
117	35,642.80	46,124.42	56,606.04
118	37,426.48	48,432.84	59,439.20
119	39,298.36	50,853.71	62,409.07
120	41,265.04	53,398.05	65,531.07
121	43,324.32	56,064.76	68,805.19
122	45,062.47	58,314.98	71,567.50
123	47,311.99	61,227.35	75,142.70
124	49,681.63	64,291.50	78,901.37
125	52,167.02	67,506.35	82,845.67

Exhibit E - Non-Civil Service Pay Plan

Pay Grade	Minimum	Midpoint	Maximum
126	$ 54,772.54	70,881.72	86,990.90
127	56,963.55	73,715.37	90,467.19
128	59,810.32	77,401.46	94,992.60
129	62,799.86	81,270.34	99,740.83
130	65,942.99	85,336.08	104,729.16
131	69,239.71	89,601.91	109,964.11
132	72,702.99	94,082.98	115,462.96
133	76,337.16	98,786.85	121,236.54
134	80,155.21	103,725.44	127,295.67
135	84,161.46	108,912.79	133,664.13
136	88,366.72	114,354.32	140,341.93
137	92,788.30	120,075.99	147,363.67
138	97,428.36	126,081.03	154,733.70
139	101,557.86	131,426.68	161,295.50
140	106,639.08	137,999.41	169,359.74
141	111,969.42	144,899.65	177,829.87
142	117,568.21	152,144.57	186,720.93
143	123,448.34	159,753.52	196,058.70
144	129,620.55	167,740.45	205,860.35
145	136,102.00	176,126.82	216,151.64
146	142,907.75	184,935.21	226,962.66
147	150,052.81	194,180.62	238,308.43
148	157,552.23	203,887.78	250,223.32
149	165,431.78	214,083.51	262,735.20
150	173,702.18	224,786.07	275,869.96

Pay Plan reflects annual salary amount.

Exhibit E - Part-Time Pay Plan

Pay Grade	Minimum	Midpoint	Maximum
201	$ 7.704	9.968	12.232
202	8.088	10.466	12.843
203	8.491	10.989	13.487
204	8.916	11.539	14.161
205	9.363	12.116	14.869
206	9.832	12.722	15.612
207	10.321	13.357	16.392
208	10.837	14.025	17.212
209	11.380	14.727	18.074
210	11.948	15.463	18.977
211	12.547	16.236	19.925
212	13.174	17.048	20.922
213	13.831	17.900	21.968
214	14.524	18.796	23.067
215	15.251	19.735	24.219
216	16.014	20.723	25.431
217	16.813	21.757	26.701
218	17.654	22.846	28.038
219	18.537	23.988	29.439
220	19.465	25.188	30.911
221	20.436	26.446	32.456
222	21.459	27.770	34.080
223	22.530	29.157	35.783
224	23.658	30.616	37.573
225	24.842	32.147	39.451

Exhibit E - Part-Time Pay Plan

Pay Grade		Minimum	Midpoint	Maximum
226	$	26.083	33.753	41.423
227		27.387	35.441	43.494
228		28.755	37.213	45.670
229		30.193	39.073	47.953
230		31.704	41.028	50.351
231		33.289	43.079	52.868
232		34.954	45.232	55.512
233		36.701	47.494	58.287
234		38.537	49.869	61.200
235		40.463	52.363	64.262
236		42.484	54.978	67.473
237		44.610	57.729	70.848
238		46.841	60.616	74.392
239		49.181	63.646	78.110
240		51.642	66.829	82.015
241		54.223	70.170	86.117
242		56.934	73.678	90.422
243		59.782	77.363	94.944
244		62.771	81.231	99.691
245		65.909	85.292	104.674
246		69.205	89.558	109.910
247		72.665	94.035	115.404
248		76.297	98.736	121.174
249		80.113	103.673	127.233
250		84.118	108.856	133.594

Pay Plan reflects hourly rate.

Exhibit E - Police Pay Plan

Steps	Annual Cadet PNCSP	Annual Entry Level I PNCE1	Annual Entry Level II PNCE2	Annual Patrol Officer PCS1	Annual Detective / Corporal PCS2	Annual Sergeant PCS3	Annual Lieutenant PCS4	Annual Deputy Chief/ Captain PCS5	Annual Asst. Chief PCS6
A	$ 52,126.63	60,001.76	62,971.85	62,971.85	82,345.12	90,267.84	100,064.64	112,005.92	125,991.84
B				66,120.44	83,580.64	92,749.28	102,816.48	116,486.24	132,481.44
C				69,426.46		95,299.36	106,672.80	121,145.44	143,994.24
D				73,592.05					
E				76,535.73					
F				81,127.87					

Steps	Hourly Cadet PNCSP	Hourly Recruit PNCE1	Hourly Entry Level II PNCE2	Hourly Patrol Officer PCS1	Hourly Detective / Corporal PCS2	Hourly Sergeant PCS3	Hourly Lieutenant PCS4	Hourly Deputy Chief/ Captain PCS5	Hourly Asst. Chief PCS6
A	$ 25.061	28.847	30.275	30.275	39.589	43.398	48.108	53.849	60.573
B				31.789	40.183	44.591	49.431	56.003	63.693
C				33.378		45.817	51.285	58.243	69.228
D				35.381					
E				36.796					
F				39.004					

Cadet PNCSP is a non-classified, non-civil service, civilian grade for employees seeking to enter a future academy class in order to become classified police officers.
Entry Level I-A PNC(E1-A) is a non-classified, non-civil service, civilian grade for employees entering an academy class in order to become classified police officers.
All employees of the police department who seek to become classified police officers start at either Cadet PNCSP or Entry Level I-A PNC(E1-A), unless they start employment already certified as peace officers by TCOLE, in which case they start at Entry Level I-B PNC(E1-B). Employees starting at either Cadet PNCSP or Entry Level I-A PNC(E1-A) progress to Entry Level I-B PNC(E1-B) when they become certified as peace officers by TCOLE. Classified service does not begin until an employee reaches Entry Level I-B PNC(E1-B).
Employees without TCOLE certification start at either Cadet PNCSP or Entry Level I-A PNC(E1-A) and progress to Entry Level II PNC(E2) after 12 months of continuous service in Entry Level I-A or B / PNC(E1-A or B). These employees attain Entry Level I-B PNC(E1-B) status upon certification by TCOLE and progress to Patrol Officer PNCS1 after 6 months continuous service at Entry Level II PNC (E2).
Employees who are employed with an existing TCOLE certification start as Entry Level I-B PNC(E1-B) and progress to Patrol Officer PCS1 after completing a 12 month probationary period and bypass Entry Level II PNC (E2). They may be employed initially as Cadet PNCSP prior to being appointed to a beginning position as Entry Level I-B PNC(E1-B).
A probationary period of 18 months, prior to entering civil service, begins on the first day of employment with department in a beginning position as Entry Level I-A PNC(E1-A) or above, unless the employee is already certified as a Peace Officer by TCOLE, in which case the probationary period is 12 months. For those employees, upon completion of the 12 month probationary period, the certified Peace Officer attains full civil service status and receives longevity pay. Patrol Officer PCS1 then progress through steps A-D in PCS1 annually; then progresses to Step E after completing 8 years as a Patrol Officer and Step F after completing 12 years as a Patrol Officer. Progress from Step A to Step C in the other classifications requires 2 years in each step. If the anniversary date in a classification occurs during the last half of the pay period, the increase does not become effective until the beginning of the next pay period. Progression in each classification is based on time in that classification. Time spent in "move-up" does not count toward time in the “move up” classification. Seniority is based on all years of service as a sworn/classified police officer or firefighter for the City of Lubbock, not merely the last continuous period of service. Disciplinary suspensions do not constitute a break in service. Seniority credit shall be figured to five decimal places. In the event of a conflict between this ordinance and state law, state law will control.
Biweekly rate=Hourly * 80. Annual rate=Biweekly * 26. Monthly rate=Annual / 12.

Exhibit E - Fire Pay Plan (40 Hour Shifts)

Steps	Probationary Fire Fighter FNCS1	Fire Fighter FCS1	Equipment Operator FCS2	Lieutenant FCS3	Captain FCS4	Battalion Chief FCS5	Division Chief FCS6	Deputy Chief FCS7
1	$ 54,535.52	58,281.60	78,834.08	85,400.64	95,499.04	109,805.28	122,224.96	130,220.48
2		59,257.12	79,198.08	85,864.48	96,212.48	110,668.48	122,717.92	131,928.16
3		60,234.72	79,560.00	86,326.24	96,925.92	111,527.52	123,206.72	133,635.84
4		61,214.40	79,924.00	86,794.24	97,639.36	112,388.64	123,699.68	135,343.52
5		62,196.16	80,288.00	87,256.00	98,350.72	113,247.68	124,188.48	137,051.20
6		63,173.76	80,649.92	87,717.76	99,064.16	114,108.80	124,681.44	138,756.80
7		64,151.36	81,018.08	88,181.60	99,777.60	114,965.76	125,174.40	140,466.56
8		65,131.04	81,380.00	88,649.60	100,495.20	115,831.04	125,669.44	
9		66,108.64	81,744.00	89,115.52	101,206.56	116,690.08	126,156.16	
10		67,086.24	82,105.92	89,579.36	101,920.00	117,549.12		
11		68,063.84	82,467.84	90,043.20	102,631.36	118,410.24		
12		69,047.68	82,831.84	90,507.04	103,346.88			
13		70,023.20	83,195.84	90,972.96	104,060.32			
14		71,004.96	83,559.84	91,434.72				
15		71,986.72	83,923.84	91,902.72				
16		72,960.16	84,285.76					
17		73,939.84	84,653.92					
18		74,919.52						
19		75,899.20						
20		76,876.80						

Steps	Hourly Probationary Fire Fighter FNCS1	Hourly Fire Fighter FCS1	Hourly Equipment Operator FCS2	Hourly Lieutenant FCS3	Hourly Captain FCS4	Hourly Battalion Chief FCS5	Hourly Division Chief FCS6	Hourly Deputy Chief FCS7
1	$ 26.219	28.020	37.901	41.058	45.913	52.791	58.762	62.606
2		28.489	38.076	41.281	46.256	53.206	58.999	63.427
3		28.959	38.250	41.503	46.599	53.619	59.234	64.248
4		29.430	38.425	41.728	46.942	54.033	59.471	65.069
5		29.902	38.600	41.950	47.284	54.446	59.706	65.890
6		30.372	38.774	42.172	47.627	54.860	59.943	66.710
7		30.842	38.951	42.395	47.970	55.272	60.180	67.532
8		31.313	39.125	42.620	48.315	55.688	60.418	
9		31.783	39.300	42.844	48.657	56.101	60.652	
10		32.253	39.474	43.067	49.000	56.514		
11		32.723	39.648	43.290	49.342	56.928		
12		33.196	39.823	43.513	49.686			
13		33.665	39.998	43.737	50.029			
14		34.137	40.173	43.959				
15		34.609	40.348	44.184				
16		35.077	40.522					
17		35.548	40.699					
18		36.019						
19		36.490						
20		36.960						

Progression in each pay grade is based on seniority in that pay grade. Seniority is defined as the total time of employment as a police officer or fire fighter for the City of Lubbock. Time-off for disciplinary suspension does not constitute a loss of seniority time, nor does it constitute a break in service. The time involved in "move-up" is also not included. It does mean all years of service as a police officer or fire fighter with the City of Lubbock whether interrupted, or uninterrupted and not merely the last continuous period of service. Seniority credit shall be figured to five decimal places.

Employees who successfully complete one (1) year as Probationary Fire Fighter move to grade FCS1. Fire Fighters then progress through steps in FCS1 annually. Progress through the steps in the other grades also requires one year in each step. However, if the anniversary date occurs during the last half of the pay period, the increase does not become effective until the beginning of the next pay period.

Hourly rate=annual / 2,080. Biweekly rate=Hourly rate * 80. All conversions are approximate.

Exhibit E - Fire Pay Plan (Kelly Shifts)

Steps	Probationary Fire Fighter FNCS1	Fire Fighter FCS1	Equipment Operator FCS2	Lieutenant FCS3	Captain FCS4	Battalion Chief FCS5	Division Chief FCS6	Deputy Chief FCS7
1	$ 52,005.72	58,281.60	78,834.08	85,398.56	95,499.04	109,803.20		
2		59,257.12	79,196.00	85,864.48	96,210.40	110,666.40		
3		60,234.72	79,557.92	86,324.16	96,923.84	111,525.44		
4		61,214.40	79,924.00	86,794.24	97,637.28	112,386.56		
5		62,194.08	80,288.00	87,253.92	98,350.72	113,245.60		
6		63,171.68	80,647.84	87,717.76	99,064.16	114,108.80		
7		64,149.28	81,016.00	88,181.60	99,777.60	114,965.76		
8		65,128.96	81,380.00	88,647.52	100,493.12	115,831.04		
9		66,106.56	81,744.00	89,115.52	101,204.48	116,690.08		
10		67,084.16	82,103.84	89,577.28	101,920.00	117,549.12		
11		68,063.84	82,467.84	90,043.20	102,631.36	118,410.24		
12		69,047.68	82,831.84	90,507.04	103,346.88			
13		70,023.20	83,193.76	90,970.88	104,058.24			
14		71,004.96	83,557.76	91,434.72				
15		71,984.64	83,923.84	91,900.64				
16		72,958.08	84,285.76					
17		73,937.76	84,651.84					
18		74,917.44						
19		75,897.12						
20		76,876.80						

Steps	Hourly Probationary Fire Fighter FNCS1	Hourly Fire Fighter FCS1	Hourly Equipment Operator FCS2	Hourly Lieutenant FCS3	Hourly Captain FCS4	Hourly Battalion Chief FCS5	Hourly Division Chief FCS6	Hourly Deputy Chief FCS7
1	$ 18.870	20.014	27.073	29.327	32.796	37.708		
2		20.349	27.197	29.487	33.040	38.004		
3		20.685	27.321	29.645	33.285	38.300		
4		21.022	27.447	29.806	33.530	38.595		
5		21.358	27.572	29.964	33.774	38.890		
6		21.694	27.696	30.123	34.020	39.187		
7		22.030	27.822	30.282	34.264	39.480		
8		22.367	27.946	30.442	34.511	39.777		
9		22.702	28.071	30.604	34.755	40.073		
10		23.038	28.196	30.762	35.001	40.367		
11		23.374	28.321	30.922	35.245	40.663		
12		23.711	28.446	31.081	35.490			
13		24.046	28.570	31.241	35.735			
14		24.384	28.695	31.399				
15		24.720	28.820	31.560				
16		25.055	28.945					
17		25.391	29.071					
18		25.728						
19		26.064						
20		26.400						

Progression in each pay grade is based on seniority in that pay grade. Seniority is defined as the total time of employment as a police officer or fire fighter for the City of Lubbock. Time-off for disciplinary suspension does not constitute a loss of seniority time, nor does it constitute a break in service. The time involved in "move-up" is also not included. It does mean all years of service as a police officer or fire fighter with the City of Lubbock whether interrupted, or uninterrupted and not merely the last continuous period of service. Seniority credit shall be figured to five decimal places.

Employees who successfully complete one (1) year as Probationary Fire Fighter move to grade FCS1. Fire Fighters then progress through steps in FCS1 annually. Progress through the steps in the other grades also requires one year in each step. However, if the anniversary date occurs during the last half of the pay period, the increase does not become effective until the beginning of the next pay period.

Kelly shift rate (k)=Biweekly (40 hour)/112. Biweekly rate=Hourly*106. Annual rate=Biweekly rate*26. All conversions are approximate.

Exhibit F - Position Control Summary

	Budget FY 2021-22
Administrative Services	
City Attorney	15
City Council	3
City Manager	9
City Secretary	10
Facilities Management	17
Finance	31
Human Resources	11
Internal Audit	3
Communications and Marketing	11
Total Administrative Services	110
Development Services	
Building Safety	31
Codes	29
Environmental Health	14
Planning	11
Total Development Services	85
Cultural and Recreation Services	
Library	36
Cultural Arts	9
Parks and Recreation	83
Total Cultural and Recreation Services	128
Public Works	
Engineering	45
Solid Waste	99
Streets	48
Traffic	34
Total Public Works	226
Public Safety and Health Services	
Animal Services	27
Fire	441
Municipal Court	21
Police	573
Public Health	50
Total Public Safety and Health Services	1,112
TOTAL GENERAL FUND	1,661

Exhibit F - Position Control Summary

	Budget FY 2021-22
Internal Service Funds	
Fleet	24
Health Benefits	4
Information Technology	30
Telecommunications	3
GIS &Data Services	11
Radio Shop	8
Print Shop/Warehouse	6
Risk Management	6
Total Internal Service Funds	92
Enterprise Funds	
Airport	50
Cemetery	6
Civic Centers	17
Lake Alan Henry	2
Lubbock Power and Light	346
Storm Water	31
Water/Wastewater	228
Total Enterprise Funds	680
Special Revenue Funds	
Civic Lubbock	6
Community Development	15
Economic Development	3
Total Special Revenue Funds	24
TOTAL CITY FUNDS	2,457

Exhibit G - Changes to Proposed FY 2021-22 Budget

Water/Wastewater Fund		
Increase Water/Wastewater Use of Excess Reserves (Revenue)	$	42,019
Increase Transfer to LP&L for Citizens Tower Debt (Expense)		42,019
Storm Water Fund		
Increase Storm Water Professional Services	$	4,200
Increase Storm Water Use of Excess Reserves		4,200
Telecommunication		
Increase Telecommunication Use of Excess Reserves (Revenue)	$	9,961
GIS and Data Services		
Increase GIS and Data Services Use of Excess Reserves (Revenue)	$	36,511
Risk Management		
Increase Risk Management Use of Excess Reserves (Revenue)	$	444,523
Increase to Property Premiums (Expenses)		335,523.37
Increase to Liability Premiums (Expenses)		109,000

General Fund

Delete one full time Deputy Police Chief/Police Captain (5735)
Add one full time Police Sergeant (5735)
Add two full time Environmental Specialist II in Environmental Health (5413)
Add three full time Public Health Program Liaisons in Public Health (5415)
Add two full time Disease Intervention Specialists in Public Health (5415)
Add one full time Epidemiologist in Public Health (5415)
Add one full time Administrative Assistant in Public Health (5415)
Add one full time Financial Analyst in Public Health (5415)
Add one full time Behavioral Health Manager in Public Health (5415)
Add one full time Nurse Practitioner in Public Health (5415)

FY 2020-21 Operating Budget and Capital Program Amendments After Filing Proposed Budget

Amendments not included in the FY 2020-21 Proposed Operating Budget and Capital

Approved on the August 10, 2021 City Council Meeting:

General Fund

Delete one full time Deputy Police Chief/Police Captain (5735)
Add one full time Police Sergeant (5735)

Approved on the August 24, 2021 City Council Meeting:

LP&L Fund		
Increase appropriation to Power Cost Recovery Factor Revenue	$	31,708,193
Increase appropriation to Franchise Fee Equivalent Revenue		1,585,410
Increase appropriation to LP&L Purchased Power-Energy/Fuel Expense		31,708,193
Increase appropriation to Power Cost Recovery Factor Expense		1,585,410
Increase appropriation to Franchise Fee Equivalent Expense		317,082

Exhibit G - Changes to Proposed FY 2021-22 Budget

Grant Fund		
Accept and appropriate Health Equity Grant	$	500,000
Funding from Texas Department of State Health Services		500,000
Accept and appropriate Workforce Development Grant	$	1,500,000
Funding from Texas Department of State Health Services		1,500,000
Accept and appropriate HIV Disease Intervention Specialist Program Grant	$	404,272
Funding from Texas Department of State Health Services		404,272
Increase appropriation to IDCU COVID Extension Grant	$	193,635
Funding from Texas Department of State Health Services		193,635
Accept and appropriate Substance Use Disorder Administrative Grant	$	250,000
Funding from Texas Health and Human Services Commission		250,000
Accept and appropriate Adult Treatment Grant	$	1,219,980
Funding from Texas Health and Human Services Commission		1,219,980
Accept and appropriate Youth Treatment Grant	$	57,497
Funding from Texas Health and Human Services Commission		57,497
Accept and appropriate Specialized Female Treatment Grant	$	658,522
Funding from Texas Health and Human Services Commission		658,522
Accept and appropriate Co-Occurring Psychiatric & Substance Abuse Disorders Grant	$	79,700
Funding from Texas Health and Human Services Commission		79,700
Accept and appropriate Community Health Worker Grant	$	464,000
Funding from Texas Health and Human Services Commission		464,000
Accept and appropriate Prevention Resource Center Grant	$	708,791
Funding from Texas Health and Human Services Commission		708,791
Accept and appropriate Texas Youth Action Network Grant	$	10,000
Funding from Texas A&M University		10,000
General Fund		
Decrease appropriation to Transfer to General Fund Capital	$	26,750
Increase appropriation to Transfer to Internal Service Fund Capital		26,750
Increase appropriation to Transfer to Fleet Capital		170,000
Add two full time Environmental Specialist II in Environmental Health (5413)		
Add three full time Public Health Program Liaisons in Public Health (5415)		
Add two full time Disease Intervention Specialists in Public Health (5415)		
Add one full time Epidemiologist in Public Health (5415)		

Exhibit G - Changes to Proposed FY 2021-22 Budget

Add one full time Administrative Assistant in Public Health (5415)		
Add one full time Financial Analyst in Public Health (5415)		
Add one full time Behavioral Health Manager in Public Health (5415)		
Add one full time Nurse Practioner in Public Health (5415)		
Information Technology Fund		
Decrease appropriation to Transfer to General Capital	$	1,750
Increase appropriation to Transfer to Information Technology Capital		1,750
Fleet Operating Fund		
Decrease appropriation to Transfer from General Fund	$	2,986,851
Fleet Capital Fund		
Increase appropriation to Transfer from General Fund		3,156,851
Funding from Tax Notes - FY 2020-21		3,156,851
CIP 92676 General Fund Vehicle Replacement		
Increase appropriation and funding	$	170,000
Funding from FY 2018 Tax Notes		205,757
Funding from FY 2021 General Fund Cash		1,719,243

Approved on the September 14, 2021 City Council Meeting:

General Capital Fund		
CIP 8633 Comprehensive Plan Implementation		
Increase appropriate and funding	$	40,000
General Fund		
Increase appropriation to Transfer from LP&L - PILOT	$	317,082
Increase appropriation to Transfer from LP&L - Franchise Fee		1,585,410
Increase appropriation to Transfer to General Fund Capital		40,000
Increase appropriation to Transfer to Gateway Fund		634,164
Gateway Fund		
Increase appropriation to transfer from General Fund	$	634,164

Regular City Council Meeting **8. 2.**

Meeting Date: 09/14/2021

Information

Agenda Item

Resolution - Finance: Consider a resolution ratifying the adoption of the FY 2021-22 budget that raises more tax revenue than was generated in the previous year.

Item Summary

Chapter 102 of the Texas Local Government Code brings into the budget process truth-in-taxation disclosure concepts. Any budget to be enacted after September 1, 2007, that raises more property tax revenue than the previous year requires two votes by the City Council:

a. one vote to adopt the budget; and
b. a separate vote to ratify the property tax revenue increase reflected in the budget.

This resolution addresses (b) as required by Chapter 102 of the Texas Local Government Code.

Fiscal Impact

The FY 2021-22 Operating Budget and Capital Program raises more total property taxes than last year's budget by $4,100,044, or 4.23 percent, and of that amount, $2,195,284 is tax revenue to be raised from new property added to the roll this year.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Ratification Resolution

RESOLUTION

WHEREAS, the City Council of the City of Lubbock has adopted a FY 2021-22 budget that will raise more property tax revenue than was generated in the previous year; and

WHEREAS, Chapter 102 of the Texas Local Government Code requires the City Council to "ratify" the adoption of a budget that will raise more property tax revenue than was generated in the prior year by a separate vote; NOW THEREFORE:

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

THAT the City Council of the City of Lubbock hereby ratifies the adoption of a FY 2021-22 budget that will raise more property tax revenue than was generated in the previous year.

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

VOTING FOR PASSAGE:	VOTING AGAINST PASSAGE:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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, Deputy City Attorney

Res.Property Tax Revenue Ratification
8-12-21

Regular City Council Meeting **8. 3.**

Meeting Date: 09/14/2021

Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider Ordinance No. 2021-O0127 setting the tax rate and levying a tax upon all property subject to taxation with the City of Lubbock for 2021; apportioning said levy among the various funds and items for which revenue must be raised; fixing the times in which said taxes shall be paid and assessing penalty and interest for nonpayment of such taxes within the time provided.

Item Summary

This is the second reading of the ordinance adopting and levying the tax rate for 2021. Prior to considering the ordinance adopting and levying the tax rate, the City Council must consider the ordinance adopting the budget. The second reading adopting the budget is Item 8.1 on today's agenda. The property tax is proposed at $0.523230 per $100 valuation. The tax rate is distributed as follows:

General Fund Maintenance and Operations	$0.381257
Interest and Sinking Fund	0.120266
Economic Development	0.021707

Fiscal Impact

The General Fund Maintenance and Operations tax rate will generate $73,560,749; the Interest and Sinking Fund tax rate will generate $23,204,445; and the Economic Development tax rate will generate $4,188,207.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Tax Rate Ordinance

Motion Wording

ORDINANCE NO. _____

AN ORDINANCE SETTING THE TAX RATE AND LEVYING A TAX UPON ALL PROPERTY SUBJECT TO TAXATION WITHIN THE CITY OF LUBBOCK, TEXAS, FOR THE YEAR 2021; APPORTIONING SAID LEVY AMONG THE VARIOUS FUNDS AND ITEMS FOR WHICH REVENUE MUST BE RAISED; FIXING THE TIMES IN WHICH SAID TAXES SHALL BE PAID AND ASSESSING PENALTY AND INTEREST FOR NONPAYMENT OF SUCH TAXES WITHIN THE TIME PROVIDED.

WHEREAS, after all notices have been given and hearings held as provided by law, the City Council has determined the tax rate necessary to produce the revenue necessary to operate the affairs of the City of Lubbock for the next fiscal year; NOW THEREFORE:

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

SECTION 1. THAT there shall be levied and assessed upon all property subject to taxation within the City of Lubbock, Texas, for the year 2021 the sum of $0.523230 per One Hundred and No/100s Dollars ($100.00) valuation thereof and the same shall be applied to the various funds in the following manner:

$0.120266 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.

SECTION 2. THAT all ad valorem taxes shall be paid before the first day of February 2022, and taxes not paid by that time shall be increased by such penalty and interest as is provided by Chapter 18 of the Code of Ordinances of the City of Lubbock.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 5.36 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY -$18.18.

AND IT IS SO ORDERED

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

VOTING FOR PASSAGE:	VOTING AGAINST PASSAGE:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Council members present but not voting: _____

Council members absent: _____

****

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

VOTING FOR PASSAGE:	VOTING AGAINST PASSAGE:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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
Deputy City Attorney

Tax Rate Motion Language

I move that the property tax rate be increased by the adoption of a tax rate of 0.523230, which is effectively a 5.13 percent increase in the tax rate.

Regular City Council Meeting **8. 4.**

Meeting Date: 09/14/2021

Information

Agenda Item

Resolution - Finance: Consider a resolution amending the allocation of the Hotel Occupancy Tax Revenues for FY 2021-22 and distributing receipts, net of collection expenses, as authorized in Subsection 18.03.001(b)(2) of the Code of Ordinances of the City of Lubbock.

Item Summary

Hotel Occupancy Tax (HOT) receipts are distributed as authorized in Chapter 351 of the Texas Tax Code, as directed by the City Council. The total revenue projected for FY 2021-22 is $6.8 million, an increase of $1.2 million from the prior year budget.

The FY 2021-22 Operating Budget includes changes to the FY 2020-21 allocation as follows:
• Civic Center Operations and Marketing allocation increased from 27.4 percent to 27.9 percent.
• Buddy and Maria Elena Holly Plaza Debt Service allocation decreased from 1.6 percent to 1.3 percent.
• The allocation, Transfer to TIF – Conference Center decreased from 8.9 percent to 4.9 percent.
• The allocation, Transfer to CIP – Civic Center Exterior Improvements, will increase from 0.0 percent to 3.7 percent.

Budgeted expenditures have increased $1.2 million from the prior year budget for FY 2021-22.

The funds received from the hotel occupancy tax shall be distributed as follows:

Convention and Tourism Bureau	42.38340%
Civic Center Operations/Marketing	27.87369%
Visiting and Participatory & Spectator Sports Marketing	13.81600%
North Overton TIF Conference Center Debt Service	4.93054%
Civic Lubbock, Inc.	5.92120%
Buddy & Maria Elena Holly Plaza Debt Service	1.34559%
Transfer to Civic Center CIP	3.72958%
Total	**100.0000%**

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

RESOLUTION

WHEREAS, the City Council of the City of Lubbock, by Ordinance No. 2002-O0049, amended Subsection 18.03.001(b)(2) of the Code of Ordinances of the City of Lubbock to allow for allocation of Hotel Occupancy Tax Revenues by Resolution; and

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interest of the citizens of Lubbock to adjust the current allocation of hotel occupancy tax revenues; NOW THEREFORE,

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

1. THAT the funds received from the tax levied under Section 18.03.001(a) of the Code of Ordinances of the City of Lubbock, net of collection expenses, shall be distributed as follows:

Convention & Tourism Bureau	42.38340 percent
Civic Center Operations/Marketing	27.87369 percent
Visiting Participatory & Spectator Sports Marketing	13.81600 percent
North Overton TIF Conference Center Debt Service	4.93054 percent
Civic Lubbock, Inc.	5.92120 percent
Buddy & Maria Elena Holly Plaza Debt Service	1.34559 percent
Transfer to Civic Center Capital	3.72958 percent
Total	100.00000 percent

2. THAT to the extent revenue is collected, each of the above entities will receive 100 percent of actual revenue at the percentage indicated.

Passed by the City Council 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 L. Sims, Deputy City Attorney

RES.Hotel-Motel 21-22

Regular City Council Meeting **8. 5.**

Meeting Date: 09/14/2021

Information

Agenda Item

Resolution - Lubbock Power & Light: Consider a resolution adopting the Electric Rate/Tariff Schedule of Lubbock Power & Light, the City of Lubbock's municipally owned electric utility, applicable to all rate classes, effective October 1, 2021.

Item Summary

A clean copy of the Tariff, along with a red-lined copy of the Tariff, is provided for back up. The attached Tariff does not include a rate increase for any rate class. The material changes in the Tariff for Council consideration are summarized as follows:

I. Definitions, Section II:

- This section was added to further explain the terms, when used in the General Terms and Conditions, Rate Schedules, and Service agreements.

II. Intentional Interruption of Service, Section III-2:

- Language was added for LP&L to intentional interrupt service in the event of a disaster, to protect public safety, or if required by any governmental or regulatory body with jurisdiction over LP&L, or the applicable regional transmission operator.

III. Refusal of Service, Section III-5c:

- Language was added to provide the following additional reasons LP&L may refuse to provide service: The applicant is not authorized or does not provide true and accurate information; evidence of unauthorized re-metering, sub-metering, or resale of Service; or a violation of the General Terms & Conditions, Rate Schedule, or Customer's Service agreement.

IV. Connection, Disconnection, and Reconnection, Section III-5d:

- This section was added to provide further clarity on the responsibilities of the customer and LP&L related to connection, disconnection, and reconnection.

V. Customer Liabilities, Section III-6:

- This section was added to define what the Customer is responsible and liable for in relation to installation, other buildings, or facilities at and past the customer's side of the point of delivery of service.

VI. Deposits, Section III-7:

- Demonstration of creditworthiness was added to the list of conditions that a non-residential customer may be exempt from the deposit requirement.

VII. Right-of-Way, Section III-8:

- The responsibility of the customer to maintain the right-of-way is spelled out more clearly to provide LP&L access to its facilities.

VIII. Meters and Metering, Section III-9:

- Language was added so that LP&L may discontinue service if any unauthorized activity is done related to the meter or metering. Additionally, LP&L will utilize AMI Meters at customer's premises unless requested otherwise by the customer.

IX. Critical Care Residential Customers and Critical Load Industrial Customers, Section III-14:

- This section was added for the conformance with Senate Bill 3, and anticipated rules to be promulgated thereunder regarding critical care customers and critical industrial customers.

X. Demand Cap Phase Out - last sentence in the "Demand" Section for rate classes 15, 16, 16P and 17:

In FY 2015-16, the Electric Utility Board began phasing out the demand cap in the 4 aforementioned rate classes. The Board recommends the seventh year of a multi-year phase-out of the demand cap. The phase-out approach ensures that no commercial customer will see more than a 20% adjustment on their statement related to the demand cap adjustment.

- For certain low load-factor commercial customers, who are affected by a demand cap, the demand charge is currently limited. This limitation results in slightly higher rates for customers that do not benefit from the demand cap.
- The Tariff under consideration also ensures that customers who use the distribution system inefficiently will no longer be subsidized by other customers, once the cap is completely eliminated.

XI. Utility Cost Recovery Fees for New Construction:

- This section was added to allow utility cost recovery fees to be updated or revised in the LP&L Electric Rate/Tariff. The Utility Cost Recovery Fees for new construction are as follows:

Commercial: $16.08/linear foot
Residential Subdivisions Full w/ Alleys: $21.60/linear foot
Residential Subdivisions Half w/Alleys: $16.20/linear foot
Residential Subdivisions Full No Alleys: $21.60/linear foot
Residential Subdivisions Half No Alleys: $16.20/linear foot

XII. Miscellaneous Service Charges:

- The duplicate bill charge was removed and additional language describing the removal of obstructions was added to the miscellaneous charges section to allow LP&L to charge for costs incurred for performing the necessary removal of obstructions.

The Electric Utility Board recommends the adoption of the Electric Rate/Tariff Schedule attached hereto, effective October 1, 2021.

Fiscal Impact

The attached Tariff does not include a rate increase for any rate class.

Staff/Board Recommending

David McCalla, Director of Electric Utllities
Electric Utility Board

Attachments

Resolution - Tariff (CC)
FY 2021-22 Tariff (Final)
FY 2021-22 Tariff (Redline)
LPandL Resolution - EUB Rate Schedule

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally owned public power utility of the City of Lubbock;

WHEREAS, pursuant to Chapter 1, Article XII, Section 1, of the City of Lubbock Charter, the City Council of the City of Lubbock has exclusive jurisdiction to approve all electric rates of Lubbock Power & Light;

WHEREAS, the Electric Utility Board is charged with approving and submitting an electric rate / tariff schedule ("Tariff") for Lubbock Power & Light to the City Council pursuant to § 2.03.415(a) of the Code of Ordinances of the City of Lubbock;

WHEREAS, the Electric Utility Board, by Resolution dated July 20, 2021, approved the Tariff for Lubbock Power & Light, as attached hereto, and recommended that the City Council adopt the Tariff, with an effective date of October 1, 2021.

WHEREAS, Chapter 1, Article XII, Section 1, of the City of Lubbock Charter and § 2.03.415(a) of the Code of Ordinances of the City of Lubbock require that the Tariff of Lubbock Power & Light be approved by the City Council prior to its adoption; NOW THEREFORE:

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

THAT Lubbock Power & Light's Electric Tariff, as attached hereto, be approved and adopted with an effective date of October 1, 2021.

Passed by the City Council on the ____ day of September, 2021.

_____
Daniel M. Pope, Mayor

ATTEST:

_____
Becky Garza, City Secretary

APPROVED AS TO CONTENT:

_____
David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:

_____
Jenny Smith, LP&L General Counsel

Lubbock Power & Light

The power is yours.

Electric Rate/Tariff Schedule

Amended October 1, 2021

Lubbock Power & Light Electric Rate/Tariff Schedule

Service Schedules

Type of Service	Rate Class
General Terms and Conditions	
Residential Standard Service	Rate 1
Residential Electric Space Heating Service	Rate 3
Residential Net Metering Service	Rate 5
Small General Service	Rate 10
Small General Service Net Metering	Rate 11
Large School Service	Rate 15
Secondary General Service and Secondary General Service Net Metering	Rate 16
Primary General Service	Rate 16P
Transmission General Service	Rate 16T
State University General Service	Rate 16U
Large Municipal Service	Rate 17
Street Lighting Service	Rate 18
General Religious Service	Rate 19
Small Municipal & School Service	Rate 21
Optional Time-of-Use Service Rider	
Guard Light Service	
Flood Light Service	
Miscellaneous Service Charges	
Power Cost Recovery Factor	

GENERAL TERMS AND CONDITIONS

I. STATEMENT OF PURPOSE

In order that all Customers (as defined below) may receive uniform, efficient, and adequate Service, electric Service will be supplied to and accepted by all Customers receiving Service from the City of Lubbock's municipally owned electric utility, Lubbock Power & Light (sometimes referred to herein as "LP&L"), in accordance with these General Terms and Conditions, including the Rate Schedule. For purposes of this Tariff, "Customer" shall mean any individual, person, firm, corporation or other legal entity receiving Service from LP&L. All references herein to either the City of Lubbock or LP&L shall be inclusive of the other.

II. DEFINITIONS

The following terms, when used in these General Terms and Conditions, Rate Schedules and Service agreements, shall have the meanings given below, unless otherwise indicated. These definitions do not modify more technical definitions for terms provided in other LP&L policies and/or standards pertaining to Service(s).

AMI – means Advanced Metering Infrastructure. AMI is the system that collects and communicates energy usage between an advanced utility Meter and LP&L.

Applicant – shall mean any individual, person, firm, corporation, or other legal entity, who is in the process of applying for Service from LP&L, but for whom Service has not yet been approved.

Critical Care Residential Customer – means a "critical care residential customer" as defined in Section 17.002(3-a), Texas Utilities Code, as a residential customer who has a person permanently residing in the customer's home who has been diagnosed by a physician as being dependent upon an electric-powered medical device to sustain life.

Critical Load Industrial Customer – means a "critical load industrial customer" as defined in Section 17.002(3-b), Texas Utilities Code, as an industrial customer for whom an interruption or suspension of electric service will create a dangerous or life-threatening condition on the customer's premises.

Customer – has the meaning assigned to it in Article I of these General Terms and Conditions.

Customer's Installation – means, in general, all wiring, pipes, valves, devices, apparatus, and appliances of any kind or nature on Customer's side of the Point of Delivery, except for Facilities.

Distributed Generation – means electrical generation and storage systems with 10 megawatts or less of capacity installed at or near Customer's Premises. Examples of Distributed Generation include, but are not limited to, solar photovoltaic or wind technology.

ERCOT – means the Electric Reliability Council of Texas, Inc.

Facilities – means all buildings, structures, Meters, and equipment of LP&L, including all tangible and intangible property, without limitation, owned, operated, leased, licensed, used, controlled, or supplied for, by, or in connection with LP&L operations and provision of Service.

General Terms and Conditions – means the written statement of terms and conditions by which Service is offered, connected, provided, refused, disconnected, interrupted, suspended, reconnected, and the respective rights, obligations, exemptions, and liabilities of Customers and LP&L.

Interconnection Agreement – shall mean an interconnection agreement as originally approved by the Electric Utility Board ("EUB") by Resolution Number EUB 2015-R0054, dated October 20, 2015, amended by the EUB by Resolution Number EUB 2018-R0072, dated August 21, 2018, and as may be amended, modified, or replaced by action of the EUB.

LP&L – means Lubbock Power & Light and the City of Lubbock.

Meter – means the metering device and any auxiliary equipment, whether physical or virtual, as specified, supplied, owned and operated by LP&L that measures the quantity of electric energy and gathers billing data to determine the charges for Service(s) provided by LP&L. A Meter shall not be considered part of Customer's Installation and Customer shall not be authorized to purchase, install, remove and/or operate a Meter. The term Meter is inclusive of both AMI Meters and Non-Standard Meters.

Miscellaneous Service Charges – means the Rate Schedule, entitled "Miscellaneous Service Charges," as it may be amended and updated from time to time.

Net Metering Customer – has the meaning assigned to it in Rate 5.

Non-Standard Meter – means any LP&L approved non-AMI meter that measures electric energy.

Point of Delivery – means, in general, the physical point where the electric energy first leaves the Service Installation and enters Customer's Installation.

PPA – means a power purchase agreement.

Premises – means a tract of land, real estate or related commonly used tracts, including buildings or locations where Customer is eligible to receive Service.

Rate or Rate Schedule – means the written statement of terms, including Customer classification, which reflects the compensation, tariff, charge or fee that is directly or indirectly demanded, charged, or collected by LP&L for Service(s), and includes but is not limited to all rates.

Service – means electric Service in the broadest and most inclusive sense, and includes any and all acts done, rendered, or performed and any and all things furnished, used or supplied, including Facilities by LP&L.

Service Installation – means the Facilities that are located on Customer's Premises that are installed to provide Service to Customer.

Service Territory – means the certificated service area to which LP&L provides Service as approved by the Public Utility Commission of Texas.

SPP – means the Southwest Power Pool, Inc.

Tariff – means these General Terms and Conditions and the Rate Schedules incorporated herein.

III. PROVISION OF SERVICE

1. Customer's Installation. Customer assumes all responsibility on Customer's side of the Point of Delivery and at the Point of Delivery, including without limitation, at its own expense, for installing and maintaining such protective devices as are recommended or required by the then current edition of the National Electrical Code or as may be necessary to protect Customer's Installation, equipment or operations during abnormal, irregular, or interrupted Service conditions or the failure of all or a part of Service provided by LP&L. Such protective devices include, but are not limited to, equipment necessary to limit voltage fluctuations, transients, or harmonics such that neither LP&L nor LP&L's other Customers are adversely affected. All wiring and other electrical equipment furnished by the Customer, including Customer's Installation, will be installed, operated, and maintained by the Customer at all times in conformity with good electrical practice, applicable law and regulation, and with the requirements of the constituted authorities and this Tariff. LP&L is not obligated to serve any equipment or any premises that has a detrimental effect on LP&L Facilities, the equipment or the equipment of Customers, or other Customer's Installations.

   Any adjustments claimed by a Customer related to (i) the application of inaccurate rates or fees; (ii) inaccurate meter readings, (iii) meters or charges not corresponding to the Customer's Premises; or (iv) charges otherwise in excess of correct charges, must be presented by Customer to LP&L, Attention: City of Lubbock Utilities Customer Service, within six (6) months of the claimed Rate, fee or meter inaccuracy to be duly considered by LP&L. The requirement of timely presentation, as set forth above, shall not apply in instances wherein a Customer is billed for Service that is not received by Customer due to mistake of LP&L. Back-billing shall not exceed a period of six months, if it is found that a higher rate or

charge should have been applied to Customer, and Customer has no fault in the incorrect Rate or charge.

Nothing contained in this Tariff shall be construed to require a person or entity located within the Service Territory to accept Service from LP&L.

2. Continuous Service. **LP&L SHALL USE REASONABLE DILIGENCE TO PROVIDE CONTINUOUS SERVICE BUT LP&L DOES NOT GUARANTEE AGAINST IRREGULARITIES, INTERRUPTIONS, OR FLUCTUATING WAVE FORM OR FREQUENCY, IT BEING UNDERSTOOD THAT OCCASSIONAL IRREGULARITIES, INTERRUPTIONS, AND FLUCTUATIONS MAY OCCUR. LP&L SHALL NOT BE LIABLE FOR DAMAGES OR INJURY, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL OR ECONOMIC LOSS DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF PRODUCTION CAPACITY, OR DIRECT OR INDIRECT DAMAGES OF ANY KIND FOR INJURIES TO PERSONS OR PROPERTY, OCCASIONED BY INTERRUPTION, FAILURE TO COMMENCE DELIVERY VOLTAGE, WAVE FORM OR FREQUENCY FLUCTUATIONS CAUSED BY AN ACT OF GOD OR THE PUBLIC ENEMY, A BREAKDOWN OF PLANTS, LINES OR EQUIPMENT, ACCIDENTS, FIRE, EXPLOSIONS, STRIKES, RIOTS, WAR, PANDEMICS, DELAY IN RECEIVING SHIPMENTS OR REQUIRED MATERIALS, ORDER OF ANY COURT OR JUDGE GRANTED IN BONA FIDE ADVERSE LEGAL PROCEEDINGS OR ACTION OR ANY ORDER BY ANY COMMISSION OR TRIBUNAL HAVING JURISDICTION; OR, WITHOUT LIMITATION BY THE PRECEDING ENUMERATION, ANY OTHER ACT OR THING DUE TO CAUSES BEYOND LP&L'S CONTROL, OR DUE TO THE NEGLIGENCE OF LP&L, ITS EMPLOYEES, OR CONTRACTORS, EXCEPT TO THE EXTENT THAT THE DAMAGES ARE OCCASIONED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LP&L.**

3. Intentional Interruption of Service. Notwithstanding anything provided herein, LP&L may, without notice and without liability to the Customer, interrupt Service to the Customer when, in LP&L's sole judgment, the interruption of Service:

   a. will prevent or alleviate an emergency threatening to disrupt the operation of LP&L's system, Facilities, or the applicable electrical grid;
   b. will lessen or remove possible danger to life or property;
   c. will aid in the restoration of Service;
   d. is required to make necessary repairs to or changes in the Facilities; or
   e. in the event of a national or local disaster, to protect public safety, or if required by any governmental or regulatory body with jurisdiction over LP&L, or if required by the applicable regional transmission operator, including ERCOT or SPP.

LP&L may, in the event of a national emergency or local disaster resulting in disruption of normal Service, in the public interest, interrupt Service to the

Customer to provide necessary Service to civil defense or other emergency service agencies on a temporary basis until normal Service to the agencies can be restored.

4. Disclaimer of Warranties. **LP&L AND THE CITY MAKE NO WARRANTIES WHATSOEVER WITH REGARD TO THE PROVISION OF ANY SERVICE AND DISCLAIM ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF SERVICE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.**

5. Discontinuance, Suspension and Refusal of Service. In addition to and in conjunction with any other federal, state or local law regarding discontinuance, suspension or refusal of utility service, LP&L may discontinue, suspend or refuse to supply Service to any Customer for the following reasons:

   a. Disconnection with notice. LP&L may disconnect Service after proper notice for any of the following reasons:

      (i) failure to pay a bill for Service or failure to comply with the terms of any agreed payment plan;
      (ii) failure to pay a deposit as required by these General Terms and Conditions;
      (iii) for any other reason whereby LP&L is legally entitled to disconnect Service with notice; or
      (iv) for failure to comply with these General Terms and Conditions.

   b. Disconnection without notice. LP&L may disconnect Service without prior notice for any of the following reasons:

      (i) where a known dangerous condition exists for as long as the condition exists;
      (ii) where Service is connected without authority by a person who has not made application for Service;
      (iii) where Service was reconnected without authority after termination for nonpayment;
      (iv) failure to comply with the terms of any agreed payment plan where such plan provides for disconnection without further notice;
      (v) where there has been tampering with or extension of LP&L's equipment, Facilities, or evidence of theft of Service;
      (vi) for any other reason whereby LP&L is legally entitled to disconnect Service without notice; or
      (v) any other unauthorized use, including the sale or resale of Service.

   c. Refusal of Service. LP&L may refuse to serve an Applicant for any of the following reasons:

      (i) Applicant's installation or equipment, including but not limited to the Meter base, is known to be hazardous or of such a character that safe or satisfactory Service cannot be given;

(ii) Applicant owes a debt to LP&L for Service;

(iii) Applicant applies for Service at a location where another Customer received, or continues to receive, Service and the Service bill is unpaid at that location, if the change in identity is made in an attempt to assist the other Customer avoid or evade payment. An Applicant may request the Director of Electric Utilities, by providing notice as specified below, to review a decision to not provide Service due to a staff determination of an intent to deceive. Notice shall be provided in writing to the Director of Electric Utilities, at 1314 Avenue K, Lubbock, Texas 79401, not later than seven (7) calendar days after the Applicant is informed of the reason for refusal to connect;

(iv) The Applicant fails to make a deposit if required do so under these General Terms and Conditions or Rate Schedule.

(v) The Applicant does not provide true and accurate information to LP&L in its application for Service, or is not authorized to make an application for Service for the Premises;

(vi) Evidence of unauthorized re-metering, sub-metering, or resale of Service; or

(vii) A violation of these General Terms & Conditions, Rate Schedule, or Customer's Service agreement, as applicable.

d. Connection, Disconnection, and Reconnection.

(i) Only LP&L employees, its agents, or other lawful officials who are authorized by LP&L have the authority to connect, disconnect, or reconnect Service either remotely or on the Premises. Service connection, disconnection or reconnection performed by any other person will be considered as an unauthorized act and appropriate action may be taken consistent with any legal remedies available to LP&L, including but not limited to, criminal prosecution.

(ii) Customer is responsible for any fees and/or miscellaneous charges associated with any connection, disconnection and/or reconnection activities. Upon Customer's correction of the reasons for disconnection, LP&L shall reconnect the Service subject to Customer's payment of standard reconnect fees assessed in accordance with the Miscellaneous Service Charges, if any.

6. Customer Liabilities. Customer is responsible and liable for Customer's Installation, or other buildings, or facilities at and past the Customer's side of the Point of Delivery of Service including but not limited to:

a. Excessive consumption caused by Customer's Installation;

b. Damage caused by an open valve or circuit after Service initiation;

c. A violation of the General Terms & Conditions, including Meter tampering, theft of Service, unlawful use of Service, or damage to the Facilities;

d. Any loss or damage to LP&L, the Facilities, or third party facilities required to provide Service caused by or arising out of Customer's overloading or due to carelessness, neglect, or misuse by Customer or other person(s); or

e. Any loss or damage to LP&L, the Facilities, or third party facilities caused by electrical backfeed or other negligent or intentional misuse of Distributed Generation connected to the Facilities, regardless of whether such equipment is approved through an Interconnection Agreement with LP&L, as applicable.

The cost of any damage or loss to LP&L or any third parties, due to the reasons stated above shall be the responsibility of the Customer.

7. Deposits. LP&L shall require a deposit for Service, in accordance with the following terms and conditions:

a. LP&L shall require a deposit from the Applicant in an amount equal to ONE-SIXTH (1/6) of the reasonable and good-faith estimate of annual billings of the Premises or ONE HUNDRED THIRTY FIVE AND NO/100 DOLLARS ($135.00), whichever is greater, except as provided herein.

b. An Applicant for residential Service shall be exempt from the deposit requirement if any of the following conditions are met by the Applicant:

(i) The Applicant produces, to the satisfaction of LP&L, proof that during the two years prior to applying for Service from LP&L, the Applicant was a customer of a utility providing electric service or was a customer of one or more of the City of Lubbock utility services for at least twelve (12) consecutive months; and
1) While a customer, the Applicant was not delinquent in paying for any utility service on more than one occasion; and while a customer, the Applicant never had any of the utility services subject to interruption for nonpayment; or
2) the Applicant demonstrates adequate and available credit, to the satisfaction of LP&L, by producing evidence of creditworthiness in the Applicant's name from a utility providing electric service of whom the primary Applicant was a customer; or
3) the Applicant is at least sixty-five (65) years of age and has no outstanding account balance with a utility for utility service including City of Lubbock utility services that accrued within the last two years.

(ii) the Applicant has been determined to be a victim of family violence as defined in the Texas Family Code §71.004, by a family violence center as defined in Texas Human Resources Code § 51.002, by treating medical personnel, by law enforcement personnel, by the Office of a Texas District Attorney or County Attorney, by the Office of the Attorney General, or by a grantee of the Texas Equal Access to Justice Foundation. This determination shall be evidenced

by submission of a certification letter developed by the Texas Council on Family Violence. The certification letter may be submitted directly to LP&L.

c. A residential Customer who is exempted from the deposit requirement under Section 7(b) may have the exemption withdrawn and a deposit applied to the account if the Customer is no longer able to demonstrate creditworthiness. Events that are considered in this determination include but are not limited to:

(i) the Customer's account for Services becomes delinquent;
(ii) the Customer's Services are interrupted due to non-payment;
(iii) payment for Services has been returned to LP&L / City of Lubbock Utilities as a dishonored payment;
(iv) tampering with LP&L's Facilities, or theft of Service, has been found; or
(v) the Customer fails to comply with the terms of any agreed payment plan.

d. Residential Deposit Refund: Customers from whom a deposit has been collected shall be eligible for a refund of said deposit after the Customer has paid bills for Service for twelve (12) consecutive residential billings and during this twelve (12) month period, demonstrated creditworthiness as defined in Section 7(b).

e. An Applicant for non-residential Service shall be exempt from the deposit requirement if any of the following conditions are met by the Applicant :

(i) Proof that during the two years prior to applying for Service from LP&L, the Applicant was a customer of a utility providing electric service or was a customer of one or more of the City of Lubbock utility services for at least twelve (12) consecutive months; and is not currently delinquent in payment of any such utility service account;
(ii) While a customer of a utility providing electric service or a customer of one or more of the City of Lubbock utility services, the Applicant was not delinquent in paying for any service on more than one occasion;
(iii) While a customer of a utility providing electric service or a customer of one or more of the City of Lubbock utility services, the Applicant never had any of the services subject to interruption for nonpayment.
(iv) The Applicant demonstrates adequate and available credit, to the satisfaction of LP&L, by producing evidence of creditworthiness in the Applicant's name from a utility providing electric service of whom the primary Applicant was a customer. Additional forms of creditworthiness include Surety Bonds and Letter of Guarantee. Both of these mechanisms must guarantee payment to the utility in the event the Applicant defaults.

f. A non-residential Customer who is exempted from the deposit requirement under Section 7(e) may have the exemption withdrawn and a deposit applied to the account if the Customer is no longer able to demonstrate creditworthiness. Events that are considered in this determination include but are not limited to:

(i) the Customer's account for Services become delinquent;
(ii) the Customer's Services are interrupted due to non-payment;
(iii) payment for Services has been returned to LP&L / City of Lubbock Utilities as a dishonored payment;
(iv) tampering with LP&L's Facilities, or theft of Service, has been found; or
(v) the Customer fails to comply with the terms of any agreed payment plan.

g. A non-residential Deposit Refund: Customers from whom a deposit has been collected shall be eligible for a refund of said deposit after the Customer has paid bills for Service for twenty-four (24) consecutive non-residential billings and during this twenty-four (24) month period, demonstrated creditworthiness as defined in Section 7(e).

h. Refunds to eligible Customers shall be made promptly either in the form of a check payable to the Customer or as a credit to the Customer's bill, as determined at the sole discretion of LP&L. A Customer who received a refund of their deposit may have the deposit requirement reapplied if the Customer no longer demonstrates creditworthiness and defined in Section 7(b) and (e).

i. LP&L shall keep the following records for all deposits collected by LP&L pursuant to this Section:
(i) the name and address of each depositor;
(ii) the amount and date of the deposit; and
(iii) each transaction concerning the deposit.

j. Any deposit not previously refunded to Customer or credited to Customer's account as provided herein shall be credited to Customer's final bill for Service.

8. Right of Way. By accepting Service under this Tariff, Customer provides, at no expense to LP&L, valid easements and rights-of-way, as required by LP&L, for installation of an electric distribution system, or other Facilities, to provide Service to Customer on the Premises. Subject to and in conjunction with all other applicable federal, state and local laws and regulations, LP&L shall have the right to clear its distribution system and Service Installation, of any interfering tree, shrub, or other obstruction and shall have the right to determine and maintain the amount of clearance it deems necessary in accordance with good utility practices and applicable law. Customer shall maintain all required clearances around Service Installation, Meters, and metering equipment satisfactory to LP&L. Customer shall not obstruct LP&L access to or around the Facilities, Service Installation, or equipment. If such obstruction(s) must be removed in order to provide, maintain,

or operate Service, LP&L may charge Customer the actual costs associated with such actions at its sole discretion.

9. Meters and Metering.
    a. LP&L owns, furnishes, installs, programs, calibrates, tests and maintains all Meters (but not Meter bases) and all associated Facilities, used for retail billing and settlement purposes in the Service Territory.
    b. In case of unauthorized re-metering, sale or resale of Service, extension, Service connection or reconnection, other disposition of Service, Meter tampering, other alteration, or theft, LP&L may, without prior notice to any party, immediately discontinue Service until and unless all unauthorized activity ceases and full payment is made by Customer to LP&L for all applicable replacement and/or Service charges in accordance with the applicable sections of this Tariff. Full payment may include monthly billings from the applicable Rate Schedules, including without limitation Miscellaneous Service Charges, estimated or actual past electrical usage, and charges for LP&L's expenses incurred in correcting Customer's unauthorized activities.
    c. LP&L shall install or utilize an AMI Meter at Customer's Premises unless Customer requests a Non-Standard Meter, and such request is accepted, and Customer complies with the terms of provisions of such Non-Standard Meter, including the payment of any applicable fees or Rates.

10. Access to Premises. LP&L or its authorized agents shall have safe access at all reasonable hours to the Premises to construct, operate, improve, reconstruct, replace, repair, inspect, patrol, maintain, add, or remove Facilities, Service Installation, Meters, including Meter reading, and all other purposes incident to supplying of Service. In the event such safe access is obstructed or otherwise made unavailable, LP&L may take any actions authorized by law, this Tariff, or otherwise to gain access to the Premises.

11. Voltage Tolerances. LP&L may measure and record voltage levels at Customer's billing Meter. Voltages outside of the Acceptable Range, as defined below, will be corrected as soon as possible by LP&L. For purposes of the Tariff, voltages within the Acceptable Range shall be deemed consistent with proper electric utility Service and good utility practice.

Nominal Voltage (Volts)	**Acceptable Range (Volts)**
120	110-127
208	191-220

240	220-254
277	254-293
480	440-508

12. Agreed Payment Plan. LP&L may allow a Customer to pay an outstanding bill in installments, and if Customer pays according to the agreed upon plan, the Customer will avoid disconnection for non-payment. In such event, the Customer may establish a payment plan by contacting LP&L in person, by telephone or by any other electronic communication approved by LP&L. Any such agreed payment plan shall be subject to the following terms and conditions.

    a. The agreed payment plan must be in writing;
    b. The Director of Electric Utilities may include terms and conditions consistent with the Tariff and applicable federal, state, and local law and regulations.
    c. In the event of a conflict between a written agreed payment plan and the Tariff, unless otherwise provided by in agreed payment plan, the terms and conditions of the Tariff shall control.
    d. Failure to pay according to the payment plan may result in disconnection of Service to Customer.

13. Right to Amend. The Tariff may be amended or modified by LP&L through a written instrument duly executed by the City Council of the City of Lubbock without further notice provided to Customer, except as otherwise required by law.

14. Critical Care Residential Customers and Critical Load Industrial Customers.

    a. Procedure for Qualification. LP&L will designate Critical Care Residential Customers and Critical Load Industrial Customers in accordance with Texas Utilities Code Section 17.005(f), and follow any procedures as may be required by Texas Utilities Code Section 17.005(f), and the rules promulgated thereunder.

    b. Designation as a Critical Care Residential Customer or Critical Load Industrial Customer under this Section does not relieve Customer of the obligation to pay LP&L for Service(s) rendered, does not prevent disconnection for nonpayment or other reasons provided in this Tariff, and does not prohibit LP&L from utilizing any approved collection methods for recovering the obligation. An enrolled Critical Care Residential Customer or Critical Load Industrial Customer may also request

information from LP&L regarding eligibility requirements for deferred payment arrangements and/or payment assistance programs.

c. No Guarantee of Service. Designation as a Critical Care Residential Customer or Critical Load Industrial Customer does not guarantee uninterrupted Service. Specifically, Service many be interrupted as provided herein.

15. Severability. If any portion of this Tariff is held unenforceable by a court of competent jurisdiction, the remainder of the Tariff shall not be affected and shall remain fully in force and enforceable. To the extent permitted by applicable laws, the Customer hereby waives any provision of applicable law that renders any provision hereof prohibited or unenforceable in any respect. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be provisions added automatically as part of this Tariff to replace such illegal, invalid, or unenforceable provision with a legal, valid, and enforceable provision, the economic effect of which comes as close as possible to that of the illegal, invalid, or unenforceable provision.

16. Meter Aggregation. LP&L will bill each Meter as a single Meter. Customers with multiple Meters that are rendered to a contiguous area, or that are metered across a dedicated street or alley will be billed on a per Meter basis with no aggregation of those Meters for billing purposes. Subject to mutual agreement by Customer and LP&L, multiple Meters may be electronically or digitally totalized.

17. Interconnection. No Customer may interconnect any Distributed Generation to the system of LP&L, unless and until an Interconnection Agreement is entered into by Customer and LP&L. A Customer interconnecting Distributed Generation to the system of LP&L agrees to abide by the Interconnection Guidelines or Interconnection Agreement, as applicable, the PUC rules, and ERCOT Protocols regarding same.

18. Applicable Law. **The laws of the State of Texas shall govern the validity, performance and enforcement of this Tariff and the venue for any legal proceedings shall lie solely in courts of competent jurisdiction located in Lubbock County, Texas.**

RESIDENTIAL STANDARD SERVICE

Rate 1

APPLICABLE: To residential Customers for Service used for domestic purposes in private residences and separately metered individual apartments when all Service is supplied at the Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate.

TERRITORY: LP&L Service Territory

RATE:

Service Availability Charge:	$8.07 per month per Meter
Energy Charge:	$0.03381 per kWh

POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

BUDGET BILLING: Budget billing is available upon request. Budget billing is a program that allows a Customer to pay a specified amount each month instead of paying the actual billed amount. Customers must have a minimum of 12 months history at their current address to qualify for budget billing. Customers must have a zero balance at the time budget billing is implemented and must keep their accounts current to remain on budget billing.

TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all Meters read by LP&L on or after October 1, 2021

RESIDENTIAL
ELECTRIC SPACE HEATING SERVICE

Rate 3

APPLICABLE: To residential Customers for Service with predominant electric space heating used for domestic purposes in private residences and separately metered individual apartments when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises to be served. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate. Electric space heating includes permanently installed whole house space heating equipment in regular use, including heat pumps and electric resistance heating and excluding bathroom heaters.

TERRITORY: LP&L Service Territory

RATE:

Service Availability Charge:	$8.07 per month per Meter
Energy Charge:	$0.02921 per kWh

POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt-hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Service rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

BUDGET BILLING:	Budget billing is available upon request. Budget billing is a program that allows a Customer to pay a specified amount each month instead of paying the actual billed amount. Customers must have a minimum of 12 months history at their current address to qualify for budget billing. Customers must have a zero balance at the time budget billing is implemented and must keep their accounts current to remain on budget billing.
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all Meters read by LP&L on or after October 1, 2021

RESIDENTIAL
NET METERING SERVICE

Rate 5

APPLICABLE:

To residential Customers for Service used for domestic purposes in private residences and separately metered individual apartments when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate.

This rate is available to Net Metering Customers only. Net Metering Customers are defined as Customers who have installed residential solar technology capable of producing less than 10kW as distributed generation on the Customer side of the LP&L Meter. As a condition of Service under this Rate Schedule, all Net Metering Customers must sign an Interconnection Agreement. Customers that qualify for this rate will receive credit in kWh generated against kWh consumed in one billing period. KWh credits will only offset up to the amount of kWh consumed in each billing period.

In the event a Net Metering Customer interconnects Distributed Generation to the LP&L system, such Net Metering Customer shall either (i) enter into an Interconnection Agreement, as described and required herein; or (ii) be subject to immediate disconnection from the LP&L system.

TERRITORY:

LP&L Service Territory

RATE:

Service Availability Charge: $30.43 per month per Meter

Summer Energy Charge (≤1,000kWh):	$0.01292 per kWh
Summer Energy Charge (>1,000kWh):	$0.02349 per kWh
Non-Summer Energy Charge (≤1,000kWh):	$0.00397 per kWh
Non-Summer Energy Charge (>1,000kWh):	$0.01175 per kWh

NON-SUMMER MONTHS:

The billing months of October through May

SUMMER MONTHS:

The billing months of June through September

POWER COST RECOVERY FACTOR:	The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".
FRANCHISE FEE EQUIVALENT:	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.
TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.
BUDGET BILLING:	Budget billing is available upon request. Budget billing is a program that allows a Customer to pay a specified amount each month instead of paying the actual billed amount. Customers must have a minimum of 12 months history at their current address to qualify for budget billing. Customers must have a zero balance at the time budget billing is implemented and must keep their accounts current to remain on budget billing.
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all Meters read by LP&L on or after October 1, 2021

SMALL GENERAL SERVICE

Rate 10

APPLICABLE:

To commercial Customers for Service supplied at secondary voltage for commercial purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises, and whose load does not exceed 10 kW of demand in any month. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate. Youth-oriented (18 years of age and younger) non-profit sports leagues utilizing Service for sports field lighting at municipally owned outdoor facilities may be served under this rate regardless of demand. Meters in which the load exceeds 10 kW of demand in any month will be assigned to Rate 16 (Secondary General Service) and will not be eligible to be reassigned to Rate 10 until there have been 12 consecutive months where loads have not exceeded 10 kW of demand.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.

TERRITORY:

LP&L Service Territory

RATE:

Service Availability Charge:	$13.55 per month per Meter
Energy Charge:	$0.01987 per kWh

POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all Meters read by LP&L on or after October 1, 2021

SMALL GENERAL NET METERING SERVICE

Rate 11

APPLICABLE:

To commercial Customers for Service supplied at secondary voltage for commercial purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises, and whose load does not exceed 10 kW of demand in any month. Meters in which the load exceeds 10 kW of demand in any month will be assigned to Rate 16 (Secondary General Service) and will not be eligible to be reassigned to Rate 11 until there have been 12 consecutive months where loads have not exceeded 10 kW of demand. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate.

This rate is available to Net Metering Customers only. As a condition of Service under this Rate Schedule, all Net Metering Customers on this rate must sign an Interconnection Agreement. Net Metering Customers that qualify for this rate will receive credit in kWh generated against kWh consumed in one billing period. KWh credits will only offset up to the amount of kWh consumed in each billing period.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.

In the event a Net Metering Customer interconnects Distributed Generation to the LP&L system, such Net Metering Customer shall either (i) enter into an Interconnection Agreement, as described and required herein; or (ii) be subject to immediate disconnection from the LP&L system.

TERRITORY: LP&L Service Territory

RATE:

Service Availability Charge:	$28.77 per month
Energy Charge (≤1,000kWh):	$0.00076 per kWh
Energy Charge (>1,000kWh):	$0.01878 per kWh

POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) for competitive purposes, by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any competing electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Service rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock. In the event a Net Metering Customer entitled to Service under Rate 11 is a purchaser under a power purchase agreement ("PPA") with LP&L, in which the rates for Service and power to such Net Metering Customer are provided therein, such rates payable by Net Metering Customer shall be as provided in the PPA (in lieu of this Tariff), so long as such PPA shall remain valid and subsisting and enforceable against Net Metering Customer. Further, in such instance, in the event of a conflict between this Tariff and the PPA, the terms of the PPA shall control.

EFFECTIVE DATE: For all Meters read by LP&L on or after October 1, 2021

LARGE SCHOOL SERVICE

Rate 15

APPLICABLE:

To all public and private school facilities supplied at secondary voltage for school purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises and whose load exceeds 10 kW of demand in any month. Meters on this rate with loads that drop to 10 kW of demand or below will be eligible to be reassigned to Rate 21 (Small Municipal and School Service) only after 12 consecutive months where loads have not exceeded 10 kW of demand.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service, or to Service for which a specific Rate Schedule is provided.

TERRITORY:

LP&L Service Territory

RATE:

Service Availability Charge:	$39.74 per month per Meter
Energy Charge:	$0.00049 per kWh
Demand Charge:	$5.77410 per kW

DEMAND:

LP&L will furnish at its expense the necessary metering equipment to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. In the absence of a demand Meter, the Customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 41.30 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 25 hours.

POWER COST RECOVERY FACTOR:

The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

POWER FACTOR: Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer will maintain at the Point of Delivery, a power factor of not less than 85% lagging.

Where Customer's Installation fails to maintain a power factor of at least 85% lagging at LP&L's Point of Delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the Point of Delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all Meters read by LP&L on or after October 1, 2021

SECONDARY GENERAL SERVICE AND SECONDARY GENERAL SERVICE NET METERING

Rate 16

APPLICABLE:

To all commercial and industrial Customers for Service supplied at secondary voltage for commercial purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises and whose load exceeds 10 kW of demand in any month. Meters on this rate with loads that drop to 10 kW of demand or below will be eligible to be reassigned to Rate 10 (Small General Service) only after 12 consecutive months where loads have not exceeded 10 kW of demand.

This rate is also available for Net Metering Customers. As a condition of Service under this Rate Schedule, all Net Metering Customers with installed non-residential solar or wind technology capable of producing less than 200kW as Distributed Generation must sign an Interconnection Agreement. Net Metering Customers that qualify for this rate will receive credit in kWh generated against kWh consumed in one billing period. KWh credits will only offset up to the amount of kWh consumed in each billing period. Demand will be billed as maximum demand greater than zero.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.

In the event a Net Metering Customer interconnects Distributed Generation to the LP&L system, such Net Metering Customer shall either (i) enter into an Interconnection Agreement, as described and required herein; or (ii) be subject to immediate disconnection from the LP&L system.

TERRITORY: LP&L Service Territory

RATE:

Service Availability Charge:	$28.56 per month per Meter
Energy Charge:	$0.00080 per kWh
Summer Demand Charge:	$8.00922 per kW
Non-Summer Demand Charge:	$4.28400 per kW

NON-SUMMER MONTHS: The billing months of October through May

SUMMER MONTHS: The billing months of June through September

DEMAND: LP&L will furnish at its expense the necessary metering equipment to measure Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. In the absence of a demand meter, the Customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 57.01 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 25 hours. There will be no demand cap for Net Metering Customers.

POWER COST RECOVERY FACTOR: The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

POWER FACTOR: Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer will maintain at LP&L's Point of Delivery, a power factor of not less than 85% lagging. Where Customer's Installation fails to maintain a power factor of at least 85% lagging at LP&L's Point of Delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock. In the event a Customer entitled to Service under Rate 16 is a purchaser under a power purchase agreement ("PPA") with LP&L, in which the rates for Service to such Customer are provided therein, such rates payable by Customer shall be as provided in the PPA (in lieu of this Tariff), so long as such PPA shall remain valid and subsisting and enforceable against Customer. Further, in such instance, in the event of a conflict between this Tariff and the PPA, the terms of the PPA shall control.

EFFECTIVE DATE: For all Meters read by LP&L on or after October 1, 2021

PRIMARY GENERAL SERVICE

Rate 16P

APPLICABLE:

To all commercial and industrial Customers for Service supplied at primary voltage for commercial purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.

TERRITORY:

LP&L Service Territory

RATE:

Service Availability Charge:	$310.44 per month per Meter
Energy Charge:	$0.00057 per kWh
Demand Charge:	$5.15323 per kW

DEMAND:

LP&L will furnish at its expense the necessary metering equipment to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. In the absence of a demand meter, the Customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 69.71 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 25 hours.

LOSS ADJUSTMENT:

When metering is installed on the secondary (Customer's) side of any voltage transformation made at less than available primary voltage at the Point of Service, the Meter readings for billing purposes shall be increased to include all transformation losses.

POWER COST RECOVERY FACTOR:

The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

POWER FACTOR: Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer's Installation will maintain at the Point of Delivery, a power factor of not less than 85% lagging. Where Customer fails to maintain a power factor of at least 85% lagging at the Point of Delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase at LP&L's available primary voltage.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock. In the event a Customer entitled to Service under Rate 16P is a purchaser under a power purchase agreement ("PPA") with LP&L, in which the rates for Service to such Customer are provided therein, such rates payable by Customer shall be as provided in the PPA (in lieu of this Tariff), so long as such PPA shall remain valid and subsisting and enforceable against Customer. Further, in such instance, in the event of a conflict between this Tariff and the PPA, the terms of the PPA shall control.

EFFECTIVE DATE: For all Meters read by LP&L on or after October 1, 2021

TRANSMISSION GENERAL SERVICE

Rate 16T

APPLICABLE:

To all commercial and industrial Customers for electric Service supplied at transmission voltage of 69kV or above for commercial purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.

TERRITORY:

LP&L Service Territory

RATE:

Service Availability Charge:	$310.44 per month per Meter
Energy Charge:	$0.00055 per kWh
Demand Charge:	$2.73 per kW

DEMAND:

LP&L will furnish at its expense the necessary metering equipment to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month.

LOSS ADJUSTMENT:

When metering is installed at voltage less than 69kV or on Customer's side at lower voltage of any voltage transformation made at less than available transmission voltage at the Point of Service, the Meter readings for billing purposes shall be increased to include all transformation losses.

POWER COST RECOVERY FACTOR:

The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

POWER FACTOR: Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer will maintain at the Point of Delivery, a power factor of not less than 90% lagging.

In the event a low voltage condition due to lagging power factor exists in a degree sufficient to impair LP&L's Service, Customer shall install suitable capacitors or other equipment necessary to raise the over-all power factor at the Point of Delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Three-phase at LP&L's available transmission voltage of approximately 69 kV or above.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all Meters read by LP&L on or after October 1, 2021

STATE UNIVERSITY GENERAL SERVICE

Rate 16U

APPLICABLE:

To all State of Texas universities using more than 100,000,000 kWh per year where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.

TERRITORY:

LP&L Service Territory

RATE:

Service Availability Charge:	$0.00 per month per Meter
Demand Charge:	$0.00
Energy Charge:	$0.012150 per kWh

WHOLESALE POWER CHARGE:

The charge per kilowatt-hour of the above rate shall be increased by an amount equal to LP&L's total cost of Wholesale Power for the month immediately preceding the current billing month for the Customer as delivered to all LP&L Customers including assumed system losses of 2%. The Wholesale Power Charge shall be calculated monthly by dividing (i) the amount of the Total Bill for Wholesale Power for the month immediately preceding the current billing month for the Customer including any prior month adjustments by (ii) the kWh delivered to all LP&L Customers in the month immediately preceding the current billing month for the Customer. The kWh delivered to all LP&L Customers shall be calculated by reducing by 2% the kWh delivered to LP&L's delivery points by SPS and ERCOT systems. This reduction is an adjustment to account for line losses occurring between LP&L's point(s) of interconnection with the SPS and ERCOT systems and the delivery points of the Customer.

TERMS OF PAYMENT: Payment due 30 days after bill date or as otherwise required by state law. If the 30th day falls on a weekend or an official City of Lubbock recognized holiday, the due date will be extended until the next business day. A late charge of 1% or as authorized by state law, whichever is greater, may be added to all bills not paid by the due date.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase at LP&L's available secondary voltage.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock, as it may be amended from time to time. In the event a Customer entitled to Service under Rate 16U is a purchaser under a power purchase agreement ("PPA") with LP&L, in which the rates for Service to such Customer are provided therein, such rates payable by Customer shall be as provided in the PPA (in lieu of this Tariff), so long as such PPA shall remain valid and subsisting and enforceable against Customer. Further, in such instance, in the event of a conflict between this Tariff and the PPA, the terms of the PPA shall control. In events where a Customer purchases under a PPA and the PPA shall expire or terminate during the effective period of this Tariff, Customer shall revert to the applicable rate for each Meter as determined by usage characteristics.

EFFECTIVE DATE: For all Meters read by LP&L on or after October 1, 2021

LARGE MUNICIPAL SERVICE

Rate 17

APPLICABLE:

To all municipal facilities supplied at secondary voltage for municipal purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises and whose load exceeds 10 kW of demand in any month. Meters on this rate with loads that drop to 10 kW of demand or below will be eligible to be reassigned to Rate 21 (Small Municipal and School Service) only after 12 consecutive months where loads have not exceeded 10 kW of demand.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service, or to Service for which a specific Rate Schedule is provided.

TERRITORY:

LP&L Service Territory

RATE:

Service Availability Charge:	$49.67 per month per Meter
Energy Charge:	$0.00066 per kWh
Demand Charge:	$5.24014 per kW

DEMAND:

LP&L will furnish at its expense the necessary metering equipment to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. In the absence of a demand meter, Customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 41.30 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 25 hours.

POWER COST RECOVERY FACTOR:

The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

POWER FACTOR: Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer's Installation will maintain at LP&L's Point of Delivery, a power factor of not less than 85% lagging. Where Customer fails to maintain a power factor of at least 85% lagging at the point of delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all Meters read by LP&L on or after October 1, 2021

STREET LIGHTING SERVICE

Rate 18

APPLICABLE:	To municipal and State of Texas facilities for street lighting Service where facilities of adequate capacity and suitable voltage are adjacent to the Point of Service.	
TERRITORY:	LP&L Service Territory	
RATE:	Service Availability Charge:	$0.00 per month per Meter
	Energy Charge:	$0.04781 per kWh
DETERMINATION OF ENERGY USE:	Energy use will be determined by applying the total rated wattage of each fixture, including the ballast, to the number of hours of operation in each month. Street light burning time will be from one-half after sunset to one-half hour before sunrise using National Weather Service official sunrise & sunset times for Lubbock, Texas.	
POWER COST RECOVERY FACTOR:	The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".	
FRANCHISE FEE EQUIVALENT:	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.	
TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.	
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.	
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase at available standard voltage at the Point of Delivery.	

CONDITIONS OF SERVICE:	Customer will install, own, operate and maintain the street lighting system.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	October 1, 2021

GENERAL RELIGIOUS SERVICE

Rate 19

APPLICABLE:	To Service provided exclusively to the primary structure used for worship services of any church or religious association. This rate is not available for any other structure owned and operated by a church or religious association that is not primarily used for worship services. This rate is not applicable to temporary breakdown, standby, supplementary, or to Service for which a specific Rate Schedule is provided.	
TERRITORY:	LP&L Service Territory	
RATE:	Service Availability Charge:	$16.77 per month per Meter
	Energy Charge:	$0.01847 per kWh
POWER COST RECOVERY FACTOR:	The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".	
FRANCHISE FEE EQUIVALENT:	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.	
TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.	
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.	
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.	

TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all Meters read by LP&L on or after October 1, 2021

SMALL MUNICIPAL & SCHOOL SERVICE

Rate 21

APPLICABLE: To municipal facilities and public and private schools for Service supplied at secondary voltage for municipal and school purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises, and whose load does not exceed 10 kW of demand in any month. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate. Meters in which the load exceeds 10 kW of demand in any month will be assigned to either Rate 15 (Large School Service) or Rate 17 (Large Municipal Service) as applicable and will not be eligible to be reassigned to Rate 21 until there have been 12 consecutive months where loads have not exceeded 10 kW of demand.

TERRITORY: LP&L Service Territory

RATE:

Service Availability Charge:	$12.98 per month per Meter
Energy Charge:	$0.01639 per kWh

POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all Meters read by LP&L on or after October 1, 2021.

OPTIONAL TIME-OF-USE SERVICE RIDER - EXPERIMENTAL

Applicable to Rates 15, 16, 16P and 17

APPLICABLE: Available to Customers whose Service is provided under rates 15, 16, 16P, and 17 and that can establish a lower demand between 1:00 p.m. and 7:00 p.m. weekdays during summer billing months. LP&L reserves the right to limit the availability or to discontinue this option, if in LP&L's judgment, system load or cost characteristics no longer warrant such option. This rider is not available to Customers who have installed Distributed Generation at and after Customer's side of the Point of Delivery.

TERRITORY: LP&L Service Territory

NON-SUMMER MONTHS: For the billing months of October through May, the demand charge and the demand component of the Power Cost Recovery Factor (PCRF-D) shall be based on Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month.

SUMMER MONTHS: For the billing months of June through September, the demand charge shall be based on Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. The demand component of the Power Cost Recovery Factor (PCRF-D) shall be based on Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the on-peak demand period for the month.

DEMAND: LP&L will furnish at its expense the necessary metering equipment to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. There will be no demand cap for Customers electing this rider.

ON-PEAK / OFF-PEAK DEMAND HOURS	LP&L shall consider the on-peak/off-peak billing periods as follows: Summer Months: On-Peak – Monday through Friday, 1:00 p.m. to 7:00 p.m., excluding official City of Lubbock recognized holidays Off-Peak – All other hours. Non-Summer Months: On-Peak – All hours.
EFFECTIVE DATE:	For all Meters read by LP&L on or after October 1, 2021.

GUARD LIGHT SERVICE

No new lights will be installed by LP&L. As a result, this rate is closed to new Customers.

APPLICABLE:

For night outdoor guard lighting service where facilities of adequate capacity and suitable voltage are adjacent to the Point of Delivery. **This rate is closed to new Customers and no new lights will be installed for existing Customers**.

Mercury vapor lamps are no longer being manufactured or imported. Once the inventory of mercury vapor lamps is depleted, Customers will be given the option of having the guard light removed or replaced with another type of light which may have a different rate.

TERRITORY:

LP&L Service Territory

RATE:

Each 150 Watt 15,000 lumen (nominal – actual rating may vary) high-pressure sodium fixture installed on an overhead bracket on a wood pole: $15.15 per month

Each 100 Watt 9,500 lumen (nominal – actual rating may vary) high-pressure sodium fixture installed on an overhead bracket on a wood pole: $10.29 per month

Each 150 Watt 7,000 lumen (nominal – actual rating may vary) mercury vapor fixture installed on an overhead bracket on a wood pole: $15.59 per month

Additional secondary line: For each additional 150 foot span of secondary line required beyond the first 150 feet: $3.30 per month.

DETERMINATION OF ENERGY USE:

15,000 lumen HPS fixture uses 56 kWh per month.
9,500 lumen HPS fixture uses 38 kWh per month.
7,000 lumen MV fixture uses 67 kWh per month.

POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT:	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.
TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase at available standard voltage at the Point of Delivery.
CONDITIONS OF SERVICE:	LP&L will own, operate, and maintain on the Premises the existing lights. Lights are photo-electrically controlled and mounted on a metal bracket on LP&L's service poles, a separate 30 foot wood pole, or on any suitable mounting device belonging to Customer.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	October 1, 2021

FLOOD LIGHT SERVICE

No new lights will be installed by LP&L. As a result, this rate is closed to new Customers.

APPLICABLE: For night outdoor flood light service where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises. **This rate is closed to new Customers and no new lights will be installed for existing Customers**.

TERRITORY: LP&L Service Territory

RATE: The charge per month shall be the sum of Rate sections A+B+C+D:

RATE A:
First Light Charge

Charge per light for the first light on each 30 foot wood pole with overhead Service:

Lamp Wattage	Metal Halide	High Pressure Sodium
150	N/A	$22.35
175	$22.48	N/A
250	$24.11	$24.21
400	$25.08	$25.62
1,000	$38.38	$38.82

RATE B:
Additional Light Charge

Additional charge per month for each additional light per pole:

Lamp Wattage	Metal Halide	High Pressure Sodium
150	N/A	$8.65
175	$8.77	N/A
250	$10.01	$10.11
400	$10.84	$11.31
1,000	$22.65	$23.02

RATE C:
Additional Pole Charge

Additional charge per month per pole:

Pole Height	Overhead Wood Pole	Underground Wood Pole	Overhead Steel Pole	Underground Steel Pole
30’	$0.00	$3.75	$6.27	$10.05
35’	$1.86	$5.61	$8.13	$11.90
40’	$3.95	$7.74	$10.24	$14.02
45’	$5.60	$9.39	$11.89	$15.67
50’	$7.40	$11.19	N/A	N/A

RATE D:
Additional Service Span Charge

For each additional 150 foot span of secondary line required beyond the first 150 feet: $2.95 per month.

DETERMINATION OF ENERGY USE:

Lamp Wattage	Metal Halide Lumen	Metal Halide kWh	High Pressure Sodium Lumen	High Pressure Sodium kWh
150	N/A	N/A	16,000	56
175	14,000	62	N/A	N/A
250	20,500	97	27,500	97
400	36,000	136	50,000	159
1,000	110,000	359	140,000	350

POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L “Power Cost Recovery Factor”.

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX:

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

TERMS OF PAYMENT:

Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase. 120 or 240 volts.
CONDITIONS OF SERVICE:	LP&L will own, operate, and maintain on the Premises the existing overhead flood lights. Lights are photo-electrically controlled and mounted on LP&L poles
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	October 1, 2021

UTILITY COST RECOVERY FEES FOR NEW CONSTRUCTION

APPLICABLE: The Service charges listed below are applicable to all Customers served by LP&L within new developments requiring underground line extensions through easements or public rights of way, and are in addition to any other charges made under LP&L's Tariff and Rate Schedules.

TERRITORY: LP&L Service Territory

RATE: (PER LINEAR FOOT)

Commercial: $16.08
Residential Subdivisions Full w/ Alleys: $21.60
Residential Subdivisions Half w/Alleys: $16.20
Residential Subdivisions Full No Alleys: $21.60
Residential Subdivisions Half No Alleys: $16.20

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services, or on the right or privilege of rendering the Service, or on any object or event incidental to the rendition of the Service.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: New development, redevelopment or expansion projects requiring LP&L underground line extensions.

CONDITIONS OF SERVICE: Commercial developments greater than one acre require the developer's contractor to supply ditch, backfill and transformer pad on property to LP&L specifications. Commercial developments of one acre or less must meet LP&L in public right of way or dedicated easement for service connection. For residential subdivisions, "Full" refers to serving lots on both sides of alley or street. "Half" refers to serving lots on one side of alley or street. Refer to City of Lubbock Code of Ordinances, Section 38.09.005 for the fees associated with street light installations for residential subdivisions within city limits. Any required

easements for LP&L to deliver Service on the Premises shall be the developer's responsibility. LP&L is under no obligation to energize Facilities serving the development and/or Premises until such time as the developer has paid all applicable fees, provided necessary easements, and has met LP&L construction specifications.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: October 1, 2021

MISCELLANEOUS SERVICE CHARGES

APPLICABLE:	The Service charges listed below are applicable to all Customers served by LP&L and are in addition to any other charges made under LP&L's Tariff.
TERRITORY:	LP&L Service Territory
RETURNED ITEM CHARGE:	$30.00 This charge is made when Customer's method of payment has been dishonored and returned to LP&L.
DISCONNECT/RECONNECT FEE:	$27.50 when disconnected or reconnected during business hours $43.50 when disconnected or reconnected after business hours $57.50 when disconnected or reconnected at the pole during business hours $75.00 when disconnected or reconnected at the pole after business hours This charge is made when Customer is disconnected because of a delinquent account or requests reconnection of Service after having been disconnected because of a delinquent account.
TAMPERED SERVICE CHARGE:	$200.00 each occurrence plus expense for damages plus recovery of lost sales that are based on historical data or average use for similarly situated Customers. This charge is applied to any Customer who has tampered with the Meter installed on the Premises, or by any manner or means has prevented the total energy from being registered by the Meter installed for such purposes.

METER TESTING CHARGE:

Upon the request of a Customer, LP&L will test the accuracy of the Customer's Meter at no charge to the Customer. The test shall be made during LP&L's normal working hours and shall be scheduled to accommodate the Customer or the Customer's authorized representative, if the Customer desires to observe the test. The test should be made on the Premises, but may, at LP&L's discretion, be made at LP&L's test laboratory. If the Meter has been tested by LP&L at the Customer's request, and within a period of four years the Customer requests a new test, LP&L shall conduct the test. However, if the subsequent test finds the Meter to be within ANSI's accuracy standards, LP&L may charge the Customer a $50.00 fee, which represents the cost of testing.

Following the completion of any requested test, LP&L shall promptly advise the Customer of the date of removal of the Meter, the date of the test, the result of the test, and who made the test.

MISCELLANEOUS CHARGES:

At cost. This charge may be made for miscellaneous and non-routine services performed at the request of Customer but not covered specifically by any Rate or fee. The charges will be the reasonable costs incurred for performing such services including but not limited to labor, materials, transportation, miscellaneous expenses and all applicable overheads for the Service provided. This charge also includes any obstruction removal in accordance with Article III, Section 8 of the General Terms and Conditions, which would be the reasonable costs incurred for performing the necessary removal of obstructions.

PULSE METERING EQUIPMENT INSTALLATION AND REPLACEMENT CHARGE:

At cost. These charges may be made when Customer requests access to pulses from the revenue meter. The charges will be the reasonable costs incurred for providing such Service including but not limited to labor, materials, transportation, miscellaneous expenses and all applicable overheads for the Service provided.

TAX:

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

ALTERNATIVE METER CHARGE: Residential Customers who choose Non-Standard Meters are required to pay the incremental costs to provide the non-standard Service, which include costs to manually read Meters and perform other Services through non-standard processes that would otherwise not be required. Installation cost at Premises - to change-out a standard Meter for a Non-Standard Meter - shall be $127.84 and shall be paid prior to installation plus a monthly charge of $24.56 charged on the monthly invoice.

EFFECTIVE DATE: October 1, 2021

POWER COST RECOVERY FACTOR:

The Power Cost Recovery Factor (PCRF), provides for the recovery of all power costs incurred by LP&L in serving system demand and energy requirements. The PCRF shall be reviewed and may be adjusted by the Director of Electric Utilities at a minimum of two times per year, once during the non-summer season of October through May and once during the summer season of June through September. The PCRF will have a demand (PCRF-D) and energy (PCRF-E) component or rate. The PCRF rates shall be established with the intention of matching PCRF revenues with actual power costs over the course of a fiscal year, giving consideration to seasonal fluctuations in load and in power prices. The PCRF may be adjusted more frequently if any over or under recovery exceeds the maximum variance as defined below.

For a particular customer class, the PCRF-E shall be adjusted by the following voltage level factors:
Primary Voltage: 1.0409
Secondary Voltage: 1.06340

On a monthly basis, LP&L shall track actual revenues collected from the PCRF and compare these revenues to actual total power costs incurred. The cumulative balance representing the difference between total PCRF revenues collected less total power costs incurred over the period shall be reported to the LP&L Electric Utility Board on a monthly basis.

A PCRF balancing account will be established with a cap equal to five percent of total annual budgeted or forecasted power costs to manage the monthly over/under collection of, or differences in, the monthly PCRF revenues and monthly power costs. If at any time, the reported cumulative balance of the difference between total PCRF revenues collected and power costs is greater than the PCRF balancing account cap, an adjustment may be made to the PCRF rates with the intention of refunding the over recovery amount. In addition, if at any time the reported cumulative balance of the difference between total PCRF revenues collected and power costs is approaching or less than zero, an adjustment may be made to the PCRF rates with the intention of replenishing the PCRF stabilization fund.

All mid-season adjustments to the PCRF shall be approved by the Electric Utility Board.

Electric Rate/Tariff Schedule

Amended October 1, ~~2020~~2021

Lubbock Power & Light Electric Rate/Tariff Schedule

Service Schedules

Type of Service	Rate Class
General Terms and Conditions	
Residential Standard Service	Rate 1
Residential Electric Space Heating Service	Rate 3
Residential Net Metering Service	Rate 5
Small General Service	Rate 10
Small General Service Net Metering	Rate 11
Large School Service	Rate 15
Secondary General Service and Secondary General Service Net Metering	Rate 16
Primary General Service	Rate 16P
Transmission General Service	Rate 16T
State University General Service	Rate 16U
Large Municipal Service	Rate 17
Street Lighting Service	Rate 18
General Religious Service	Rate 19
Small Municipal & School Service	Rate 21
Optional Time-of-Use Service Rider	
Guard Light Service	
Flood Light Service	
Miscellaneous Service Charges	
Power Cost Recovery Factor	

GENERAL TERMS AND CONDITIONS

I. STATEMENT OF PURPOSE

In order that all Customers (as defined below) may receive uniform, efficient, and adequate ~~service~~Service, electric ~~service~~Service will be supplied to and accepted by all Customers receiving ~~service~~Service from the City of Lubbock's municipally owned electric utility, Lubbock Power & Light (sometimes referred to herein as "LP&L"), in accordance with these General Terms and Conditions, including the ~~attached~~ Rate~~/Tariff~~ Schedule ~~("Rate Schedule" or "Tariff").~~. For purposes of this ~~Rate Schedule~~Tariff, "Customer" shall mean any individual, person, firm, corporation or other legal entity receiving ~~electric service~~Service from ~~Lubbock Power & Light.~~LP&L. All references herein to either the City of Lubbock or ~~Lubbock Power & Light~~LP&L shall be inclusive of the other.

II. ~~Customer's Installation. Customer is responsible~~DEFINITIONS

The following terms, when used in these General Terms and Conditions, Rate Schedules and Service agreements, shall have the meanings given below, unless otherwise indicated. These definitions do not modify more technical definitions for terms provided in other LP&L policies and/or standards pertaining to Service(s).

AMI – means Advanced Metering Infrastructure. AMI is the system that collects and communicates energy usage between an advanced utility Meter and LP&L.

Applicant – shall mean any individual, person, firm, corporation, or other legal entity, who is in the process of applying for Service from LP&L, but for whom Service has not yet been approved.

Critical Care Residential Customer – means a "critical care residential customer" as defined in Section 17.002(3-a), Texas Utilities Code, as a residential customer who has a person permanently residing in the customer's home who has been diagnosed by a physician as being dependent upon an electric-powered medical device to sustain life.

Critical Load Industrial Customer – means a "critical load industrial customer" as defined in Section 17.002(3-b), Texas Utilities Code, as an industrial customer for whom an interruption or suspension of electric service will create a dangerous or life-threatening condition on the customer's premises.

Customer – has the meaning assigned to it in Article I of these General Terms and Conditions.

Customer's Installation – means, in general, all wiring, pipes, valves, devices, apparatus, and appliances of any kind or nature on Customer's side of the Point of Delivery, except for Facilities.

Distributed Generation – means electrical generation and storage systems with 10 megawatts or less of capacity installed at or near Customer's Premises. Examples of Distributed Generation include, but are not limited to, solar photovoltaic or wind technology.

ERCOT – means the Electric Reliability Council of Texas, Inc.

Facilities – means all buildings, structures, Meters, and equipment of LP&L, including all tangible and intangible property, without limitation, owned, operated, leased, licensed, used, controlled, or supplied for, by, or in connection with LP&L operations and provision of Service.

General Terms and Conditions – means the written statement of terms and conditions by which Service is offered, connected, provided, refused, disconnected, interrupted, suspended, reconnected, and the respective rights, obligations, exemptions, and liabilities of Customers and LP&L.

Interconnection Agreement – shall mean an interconnection agreement as originally approved by the Electric Utility Board ("EUB") by Resolution Number EUB 2015-R0054, dated October 20, 2015, amended by the EUB by Resolution Number EUB 2018-R0072, dated August 21, 2018, and as may be amended, modified, or replaced by action of the EUB.

LP&L – means Lubbock Power & Light and the City of Lubbock.

Meter – means the metering device and any auxiliary equipment, whether physical or virtual, as specified, supplied, owned and operated by LP&L that measures the quantity of electric energy and gathers billing data to determine the charges for Service(s) provided by LP&L. A Meter shall not be considered part of Customer's Installation and Customer shall not be authorized to purchase, install, remove and/or operate a Meter. The term Meter is inclusive of both AMI Meters and Non-Standard Meters.

Miscellaneous Service Charges – means the Rate Schedule, entitled "Miscellaneous Service Charges," as it may be amended and updated from time to time.

Net Metering Customer – has the meaning assigned to it in Rate 5.

Non-Standard Meter – means any LP&L approved non-AMI meter that measures electric energy.

Point of Delivery – means, in general, the physical point where the electric energy first leaves the Service Installation and enters Customer's Installation.

PPA – means a power purchase agreement.

Premises – means a tract of land, real estate or related commonly used tracts, including buildings or locations where Customer is eligible to receive Service.

Rate or Rate Schedule – means the written statement of terms, including Customer classification, which reflects the compensation, tariff, charge or fee that is directly or indirectly demanded, charged, or collected by LP&L for Service(s), and includes but is not limited to all rates.

Service – means electric Service in the broadest and most inclusive sense, and includes any and all acts done, rendered, or performed and any and all things furnished, used or supplied, including Facilities by LP&L.

Service Installation – means the Facilities that are located on Customer's Premises that are installed to provide Service to Customer.

Service Territory – means the certificated service area to which LP&L provides Service as approved by the Public Utility Commission of Texas.

SPP – means the Southwest Power Pool, Inc.

Tariff – means these General Terms and Conditions and the Rate Schedules incorporated herein.

III. PROVISION OF SERVICE

1. Customer's Installation. Customer assumes all responsibility on Customer's side of the Point of Delivery and at the Point of Delivery, including without limitation, at its own expense, for installing and maintaining such protective devices as are recommended or required by the then current edition of the National Electrical Code or as may be necessary to protect Customer's Installation, equipment or ~~proces~~operations~~s~~ – during abnormal ~~service~~, irregular, or interrupted Service conditions or the failure of all or a part of ~~the electric service~~Service provided by LP&L. Such protective devices include, but are not limited to, equipment necessary to limit voltage fluctuations, transients, or harmonics such that neither LP&L nor LP&L's other Customers are adversely affected. All wiring and other electrical equipment furnished by the Customer, including Customer's Installation, will be installed, operated, and maintained by the Customer at all times in conformity with good electrical practice, applicable law and regulation, and with the requirements of the constituted authorities and this Tariff~~ese Terms and Conditions~~. LP&L is not obligated to serve any equipment or any premises that has a detrimental effect on LP&L Facilities, the equipment or the equipment of ~~LP&L~~ Customers, or other Customer's Installations.~~.~~

   Any adjustments claimed by a Customer related to (i) the application of inaccurate rates or fees; (ii) inaccurate meter readings, (iii) meters or charges not corresponding to the Customer's P~~p~~remises; or (iv) charges otherwise in excess of correct charges, must be presented by Customer to LP&L, Attention: City of Lubbock Utilities Customer Service, within six (6) months of the claimed R~~r~~ate, fee or meter inaccuracy to be duly considered by LP&L. The requirement of timely presentation, as set forth above, shall not apply in instances wherein a Customer is billed for ~~service~~Service that is not received by Customer due to mistake of LP&L. Back-billing shall not exceed a period of six months, if it is found that a higher rate

or charge should have been applied to Customer, and Customer has no fault in the incorrect Rrate or charge.

Nothing contained in this ~~Rate Schedule~~Tariff shall be construed to require a person or entity located within the ~~Lubbock Power & Light certificated service area ("Lubbock Power & Light~~ Service Territory~~")~~ to accept ~~electric utility service~~Service from LP&L.

~~2. Continuous Service. Lubbock Power & Light shall use reasonable diligence to provide continuous electric service but Lubbock Power & Light does not guarantee against irregularities, interruptions, or fluctuating wave form or frequency, it being understood that occasional irregularities, interruptions, and fluctuations may occur. Lubbock Power & Light shall not be liable for damages or injury, including but not limited to consequential or economic loss damages, occasioned by interruption, failure to commence delivery voltage, wave form or frequency fluctuation caused by an act of God or the public enemy, a breakdown of plant, lines or equipment, accidents, fire, explosion, strikes, riots, war, pandemics, delay in receiving shipments of required materials, order of any court or judge granted in any bona fide adverse legal proceedings or action or any order by any commission or tribunal having jurisdiction; **OR, WITHOUT LIMITATION BY THE PRECEDING ENUMERATION, ANY OTHER ACT OR THING DUE TO CAUSES BEYOND LUBBOCK POWER & LIGHT'S CONTROL, OR DUE TO THE NEGLIGENCE OF LUBBOCK POWER & LIGHT, ITS EMPLOYEES, OR CONTRACTORS,** except to the extent that the damages are occasioned by the gross negligence or willful misconduct of Lubbock Power & Light.~~

2. ~~3.~~ Continuous Service. **LP&L SHALL USE REASONABLE DILIGENCE TO PROVIDE CONTINUOUS SERVICE BUT LP&L DOES NOT GUARANTEE AGAINST IRREGULARITIES, INTERRUPTIONS, OR FLUCTUATING WAVE FORM OR FREQUENCY, IT BEING UNDERSTOOD THAT OCCASSIONAL IRREGULARITIES, INTERRUPTIONS, AND FLUCTUATIONS MAY OCCUR. LP&L SHALL NOT BE LIABLE FOR DAMAGES OR INJURY, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL OR ECONOMIC LOSS DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF PRODUCTION CAPACITY, OR DIRECT OR INDIRECT DAMAGES OF ANY KIND FOR INJURIES TO PERSONS OR PROPERTY, OCCASIONED BY INTERRUPTION, FAILURE TO COMMENCE DELIVERY VOLTAGE, WAVE FORM OR FREQUENCY FLUCTUATIONS CAUSED BY AN ACT OF GOD OR THE PUBLIC ENEMY, A BREAKDOWN OF PLANTS, LINES OR EQUIPMENT, ACCIDENTS, FIRE, EXPLOSIONS, STRIKES, RIOTS, WAR, PANDEMICS, DELAY IN RECEIVING SHIPMENTS OR REQUIRED MATERIALS, ORDER OF ANY COURT OR JUDGE GRANTED IN BONA FIDE ADVERSE LEGAL PROCEEDINGS OR ACTION OR ANY ORDER BY ANY COMMISSION OR TRIBUNAL HAVING JURISDICTION; OR, WITHOUT LIMITATION BY THE PRECEDING ENUMERATION, ANY OTHER ACT OR THING DUE TO CAUSES BEYOND LP&L'S CONTROL, OR DUE TO THE NEGLIGENCE OF LP&L, ITS EMPLOYEES, OR CONTRACTORS, EXCEPT TO THE**

EXTENT THAT THE DAMAGES ARE OCCASIONED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LP&L.

~~1.~~3. Intentional Interruption of Service. ~~Lubbock Power & Light~~Notwithstanding anything provided herein, LP&L may, without notice and without liability to the Customer, interrupt ~~service~~Service to the Customer when, in ~~Lubbock Power & Light's~~LP&L's sole judgment, the interruption of ~~service~~Service:

a. will prevent or alleviate an emergency threatening to disrupt the operation of ~~Lubbock Power & Light's~~LP&L's system, Facilities, or the applicable electrical grid;
b. will lessen or remove possible danger to life or property;
c. will aid in the restoration of ~~electric service; or~~Service;
d. is required to make necessary repairs to or changes in ~~Lubbock Power & Light's facilities.~~the Facilities; or

e. ~~Lubbock Power & Light~~in the event of a national or local disaster, to protect public safety, or if required by any governmental or regulatory body with jurisdiction over LP&L, or if required by the applicable regional transmission operator, including ERCOT or SPP.

LP&L may, in the event of a national emergency or local disaster resulting in disruption of normal ~~service~~Service, in the public interest, interrupt ~~service~~Service to the Customer to provide necessary ~~service~~Service to civil defense or other emergency service agencies on a temporary basis until normal ~~service~~Service to the agencies can be restored.

4. Disclaimer of Warranties. **~~LUBBOCK POWER & LIGHT~~LP&L AND THE CITY ~~MAKES~~MAKE NO WARRANTIES WHATSOEVER WITH REGARD TO THE PROVISION OF ANY SERVICE AND ~~DISCLAIMS~~DISCLAIM ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF SERVICE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.**

5. Discontinuance, Suspension and Refusal of Service. In addition to and in conjunction with any other federal, state or local law regarding discontinuance, suspension or refusal of utility service, ~~Lubbock Power & Light~~LP&L may discontinue, suspend or refuse to supply ~~electric service~~Service to any Customer for the following reasons:

a. Disconnection with notice. ~~Lubbock Power & Light~~LP&L may disconnect ~~electric utility service~~Service after proper notice for any of the following reasons:

(i) failure to pay a bill for ~~electric utility service~~Service or failure to comply with the terms of any agreed payment plan;
(ii) failure to pay a deposit as required by ~~the~~these General Terms and Conditions ~~of the Rate Schedule; or~~;

(iii) for any other reason whereby ~~Lubbock Power & Light~~LP&L is legally entitled to disconnect ~~electric utility service~~Service with notice~~.~~; or

(iv) for failure to comply with these General Terms and Conditions.

b. Disconnection without notice. ~~Lubbock Power & Light~~LP&L may disconnect ~~electric utility service~~Service without prior notice for any of the following reasons:

(i) where a known dangerous condition exists for as long as the condition exists;

(ii) where ~~service~~Service is connected without authority by a person who has not made application for ~~service~~Service;

(iii) where ~~service~~Service was reconnected without authority after termination for nonpayment;

(iv) failure to comply with the terms of any agreed payment plan where such plan provides for disconnection without further notice;

(v) where there has been tampering with ~~Lubbock Power & Light's~~or extension of LP&L's equipment, Facilities, or evidence of theft of ~~service; or~~Service;

(vi) for any other reason whereby ~~Lubbock Power & Light~~LP&L is legally entitled to disconnect ~~electric utility service~~Service without notice~~.~~; or

(v) any other unauthorized use, including the sale or resale of Service.

c. Refusal of Service. ~~Lubbock Power & Light~~LP&L may refuse to serve an ~~applicant for service ("applicant")~~Applicant for any of the following reasons:

(i) ~~The applicant's~~Applicant's installation or equipment, including but not limited to the ~~meter~~Meter base, is known to be hazardous or of such a character that safe or satisfactory ~~service~~Service cannot be given~~.~~;

(ii) ~~The applicant~~Applicant owes a debt to ~~Lubbock Power & Light for electric service.~~LP&L for Service;

(iii) ~~The applicant~~Applicant applies for ~~service~~Service at a location where another Customer received, or continues to receive, ~~service~~Service and the ~~electric utility~~Service bill is unpaid at that location, if the change in identity is made in an attempt to assist the other Customer avoid or evade payment. An ~~applicant~~Applicant may request the Director of Electric Utilities, by providing notice as specified below, to review a decision to not provide ~~service~~Service due to a staff determination of an intent to deceive. Notice shall be provided in writing to the Director of Electric Utilities, at 1314 Avenue K, Lubbock, Texas 79401, not later than seven (7) calendar days after the ~~applicant~~Applicant is informed of the reason for refusal to connect~~.~~;

(iv) The ~~applicant~~Applicant fails to make a deposit if required do so under ~~this tariff.~~ these General Terms and Conditions or Rate Schedule.

(v) The Applicant does not provide true and accurate information to LP&L in its application for Service, or is not authorized to make an application for Service for the Premises;

(vi) Evidence of unauthorized re-metering, sub-metering, or resale of Service; or

(vii) A violation of these General Terms & Conditions, Rate Schedule, or Customer's Service agreement, as applicable.

d. Connection, Disconnection, and Reconnection.

(i) Only LP&L employees, its agents, or other lawful officials who are authorized by LP&L have the authority to connect, disconnect, or reconnect Service either remotely or on the Premises. Service connection, disconnection or reconnection performed by any other person will be considered as an unauthorized act and appropriate action may be taken consistent with any legal remedies available to LP&L, including but not limited to, criminal prosecution.

(ii) Customer is responsible for any fees and/or miscellaneous charges associated with any connection, disconnection and/or reconnection activities. Upon Customer's correction of the reasons for disconnection, LP&L shall reconnect the Service subject to Customer's payment of standard reconnect fees assessed in accordance with the Miscellaneous Service Charges, if any.

6. Customer Liabilities. Customer is responsible and liable for Customer's Installation, or other buildings, or facilities at and past the Customer's side of the Point of Delivery of Service including but not limited to:

a. Excessive consumption caused by Customer's Installation;

b. Damage caused by an open valve or circuit after Service initiation;

c. A violation of the General Terms & Conditions, including Meter tampering, theft of Service, unlawful use of Service, or damage to the Facilities;

d. Any loss or damage to LP&L, the Facilities, or third party facilities required to provide Service caused by or arising out of Customer's overloading or due to carelessness, neglect, or misuse by Customer or other person(s); or

e. Any loss or damage to LP&L, the Facilities, or third party facilities caused by electrical backfeed or other negligent or intentional misuse of Distributed Generation connected to the Facilities, regardless of whether such equipment is approved through an Interconnection Agreement with LP&L, as applicable.

The cost of any damage or loss to LP&L or any third parties, due to the reasons stated above shall be the responsibility of the Customer.

~~6.~~7. Deposits. ~~Lubbock Power & Light~~LP&L shall require a deposit for ~~electric service~~Service, in accordance with the following terms and conditions:

a. ~~Lubbock Power & Light~~LP&L shall require a deposit from the ~~primary applicant~~Applicant in an amount equal to ONE~~ HUNDRED THIRTY FIVE AND NO/100 DOLLARS ($135.00) or ONE~~-SIXTH (1/6) of the reasonable and good-faith estimate of annual billings of the ~~premise,~~Premises or ONE HUNDRED THIRTY FIVE AND NO/100 DOLLARS ($135.00), whichever is greater, except as provided herein.

b. ~~A primary applicant~~An Applicant for residential ~~electric service~~Service shall be exempt from the deposit requirement if any of the following conditions are met by the ~~primary applicant~~Applicant:

(i) The ~~primary applicant~~Applicant produces, to the satisfaction of ~~Lubbock Power & Light~~LP&L, proof that during the two years prior to applying for ~~electric service~~Service from ~~Lubbock Power & Light~~LP&L, the ~~primary applicant~~Applicant was a customer of a utility providing electric service or was a customer of one or more of the City of Lubbock utility services for at least twelve (12) consecutive months; and

1) ~~-~~While a customer, the ~~primary applicant~~Applicant was not delinquent in paying for any utility service on more than one occasion; and while a customer, the ~~primary applicant~~Applicant never had any of the utility services subject to interruption for nonpayment; or

2) the ~~primary applicant~~Applicant demonstrates adequate and available credit, to the satisfaction of ~~Lubbock Power & Light~~LP&L, by producing evidence of creditworthiness in the ~~primary applicant's~~Applicant's name from a utility providing electric service of whom the primary ~~applicant~~Applicant was a customer; or

3) the ~~primary applicant~~Applicant is at least sixty-five (65) years of age and has no outstanding account balance with a utility for utility service including City of Lubbock utility services that accrued within the last two years.

(ii) the ~~primary applicant~~Applicant has been determined to be a victim of family violence as defined in the Texas Family Code §71.004, by a family violence center as defined in Texas Human Resources Code § 51.002, by treating medical personnel, by law enforcement personnel, by the Office of a Texas District Attorney or County Attorney, by the Office of the Attorney General, or by a grantee of the Texas Equal Access to Justice Foundation. This determination shall be evidenced by submission of a certification letter developed

by the Texas Council on Family Violence. The certification letter may be submitted directly to ~~Lubbock Power & Light~~LP&L.

c. A residential ~~electric service~~ Customer who ~~was~~is exempted from the deposit requirement under Section ~~6~~7(b) may have the exemption withdrawn and a deposit applied to the account if the Customer is no longer able to demonstrate creditworthiness. Events that are considered in this determination include but are not limited to:

(i) the Customer's ~~services become~~account for Services becomes delinquent~~ and subject to interruption on more than two (2) occasions in a twelve month period~~;

(ii) the Customer's Services are interrupted due to non-payment;

~~(ii)~~(iii) payment for ~~utility services~~Services has been returned to ~~Lubbock Power & Light~~LP&L / City of Lubbock Utilities as a dishonored payment;

~~(iii)~~(iv)tampering with ~~Lubbock Power & Light's equipment~~LP&L's Facilities, or theft of ~~service~~Service, has been found; or~~or~~

~~(iv)~~(v) the Customer fails to comply with the terms of any agreed payment plan.

d. ~~A primary applicant~~Residential Deposit Refund: Customers from whom a deposit has been collected shall be eligible for a refund of said deposit after the Customer has paid bills for Service for twelve (12) consecutive residential billings and during this twelve (12) month period, demonstrated creditworthiness as defined in Section 7(b).

~~d.~~e. An Applicant for non-residential ~~service~~Service shall be exempt from the deposit requirement if ~~the primary applicant produces, to the satisfaction of Lubbock Power & Light,~~any of the following ~~information~~conditions are met by the Applicant :

(i) Proof that during the two years prior to applying for ~~electric service~~Service from ~~Lubbock Power & Light~~LP&L, the ~~primary applicant~~Applicant was a customer of a utility providing electric service or was a customer of one or more of the City of Lubbock utility services for at least twelve (12) consecutive months; and is not currently delinquent in payment of any such utility service account; ~~and~~

(ii) While a customer~~,~~ of a utility providing electric service or a customer of one or more of the ~~applicant~~City of Lubbock utility services, the Applicant was not delinquent in paying for any ~~utility~~ service on more than one occasion;~~ and~~

(iii) While a customer~~, the applicant~~ of a utility providing electric service or a customer of one or more of the City of Lubbock utility services, the Applicant never had any of the ~~utility~~ services subject to interruption for nonpayment.

(iv) The Applicant demonstrates adequate and available credit, to the satisfaction of LP&L, by producing evidence of creditworthiness in

the Applicant's name from a utility providing electric service of whom the primary Applicant was a customer. Additional forms of creditworthiness include Surety Bonds and Letter of Guarantee. Both of these mechanisms must guarantee payment to the utility in the event the Applicant defaults.

~~e.~~f. A non-residential ~~service~~ Customer who ~~was~~is exempted from the deposit requirement under Section ~~6(d~~7(e) may have the exemption withdrawn and a deposit applied to the account if~~:~~ the Customer is no longer able to demonstrate creditworthiness. Events that are considered in this determination include but are not limited to:

(i) the Customer's account for ~~services becomes~~Services become delinquent ~~and subject~~;

~~(i)~~(ii) the Customer's Services are interrupted due to ~~interruption on more than two (2) occasions in a twelve-month period~~non-payment;

~~(ii)~~(iii) payment for ~~utility services~~Services has been returned to ~~Lubbock Power & Light~~LP&L / City of Lubbock Utilities as a dishonored payment;

~~(iii)~~(iv)tampering with ~~Lubbock Power & Light's equipment~~LP&L's Facilities, or theft of ~~service~~Service, has been found; or~~or~~

~~(iv)~~(v) the Customer fails to comply with the terms of any agreed payment plan.

~~7.~~ A non-residential Deposit Refund~~. Except as provided herein,~~: Customers from whom a deposit has been collected shall be eligible for a refund of said deposit ~~when the following conditions are met by the Customer:~~

~~a. A residential~~ after the Customer has paid bills for ~~service for twelve (12) consecutive residential billings, and while a Customer:~~Service

~~(i) The primary applicants services have not become delinquent and subject to interruption on more than two (2) occasions in a twelve month period;~~

~~(ii) payment for utility services have not been returned to Lubbock Power & Light / City of Lubbock Utilities as a dishonored payment;~~

~~(iii) tampering with Lubbock Power & Light's equipment, or theft of service, has not been found; and~~

~~(iv) the Customer has complied with the terms of any agreed payment plan.~~

~~f.~~g. ~~b. A non-residential Customer has paid bills for service~~ for twenty-four (24) consecutive ~~months, and while a Customer:~~non-residential billings and during this twenty-four (24) month period, demonstrated creditworthiness as defined in Section 7(e).

~~(i) The primary applicant's services have not become delinquent and subject to interruption on more than two (2) occasions in a twenty-four month period;~~

~~(ii) payment for utility services have not been returned to Lubbock Power & Light / City of Lubbock Utilities as a dishonored payment;~~

~~(iii) tampering with Lubbock Power & Light's equipment, or theft of service, has not been found; and~~

~~(iv) the Customer has complied with the terms of any agreed payment plan.~~

~~c.~~

~~g.~~h. Refunds to eligible Customers shall be made promptly either in the form of a check payable to the Customer or as a credit to the Customer's bill, as determined at the sole discretion of ~~Lubbock Power & Light.~~LP&L. A Customer who received a refund of their deposit may have the deposit requirement reapplied if the ~~Customer's service becomes disconnected for non-payment.~~Customer no longer demonstrates creditworthiness and defined in Section 7(b) and (e).

~~h.~~i. ~~Lubbock Power & Light~~LP&L shall keep the following records for all deposits collected by ~~Lubbock Power & Light~~LP&L pursuant to this Section:

(i) the name and address of each depositor;
(ii) the amount and date of the deposit; and
(iii) each transaction concerning the deposit.

~~i.~~j. Any deposit not previously refunded to Customer or credited to Customer's account as provided herein shall be credited to Customer's final bill for ~~service~~Service.

8. Right of Way. By accepting ~~service~~Service under this Tariff, Customer provides, at no expense to ~~Lubbock Power & Light~~LP&L, valid easements and rights-of-way, as required by ~~Lubbock Power & Light~~LP&L, for installation of an electric distribution system, or other Facilities, to provide ~~electric utility service~~Service to Customer on the Premises. Subject to and in conjunction with all other applicable federal, state and local laws and regulations, ~~Lubbock Power & Light~~LP&L shall have the right to clear its distribution system and ~~service~~Service Installation, ~~connection~~ of any interfering tree, shrub, or other obstruction and shall have the right to determine and maintain the amount of clearance it deems necessary in accordance with good utility practices and applicable law. Customer shall maintain all required clearances around Service Installation, Meters, and metering equipment satisfactory to LP&L. Customer shall not obstruct LP&L access to or around the Facilities, Service Installation, or equipment. If such obstruction(s) must be removed in order to provide, maintain, or operate Service, LP&L may charge Customer the actual costs associated with such actions at its sole discretion.

9. ~~Meter Ownership~~Meters and ~~Maintenance. Lubbock Power & Light~~Metering.

a. LP&L owns, furnishes, installs, programs, calibrates, tests and maintains all ~~meters~~Meters (but not ~~meter~~Meter bases) and all associated ~~equipment~~Facilities, used for retail billing and settlement purposes in the ~~Lubbock Power & Light service territory~~Service Territory.

b. In case of unauthorized re-metering, sale or resale of Service, extension, Service connection or reconnection, other disposition of Service, Meter tampering, other alteration, or theft, LP&L may, without prior notice to any party, immediately discontinue Service until and unless all unauthorized activity ceases and full payment is made by Customer to LP&L for all applicable replacement and/or Service charges in accordance with the applicable sections of this Tariff. Full payment may include

monthly billings from the applicable Rate Schedules, including without limitation Miscellaneous Service Charges, estimated or actual past electrical usage, and charges for LP&L's expenses incurred in correcting Customer's unauthorized activities.

c. LP&L shall install or utilize an AMI Meter at Customer's Premises unless Customer requests a Non-Standard Meter, and such request is accepted, and Customer complies with the terms of provisions of such Non-Standard Meter, including the payment of any applicable fees or Rates.

10. Access to Premises. ~~Lubbock Power & Light~~LP&L or its authorized agents shall have safe access at all reasonable hours to the ~~premises of Customer~~ Premises to construct, operate, improve, reconstruct, replace, repair, inspect, patrol, maintain, add, or remove ~~for the purpose of inspecting wiring and apparatus, removing or replacing Lubbock Power & Light's property~~Facilities, Service Installation,~~reading of meters~~Meters, including Meter reading, and all other purposes incident to supplying of ~~electric utility service.~~Service. In the event such safe access is obstructed or otherwise made unavailable, ~~Lubbock Power & Light~~LP&L may take any actions authorized by law, this ~~Rate Schedule~~Tariff, or otherwise to gain access to the ~~premises of Customer~~Premises.

11. Voltage Tolerances. ~~Lubbock Power & Light~~LP&L may measure and record voltage levels at Customer's billing ~~meter~~Meter. Voltages outside of the Acceptable Range, as defined below, will be corrected as soon as possible by ~~Lubbock Power & Light.~~LP&L. For purposes of ~~this Rate Schedule~~the Tariff, voltages within the Acceptable Range shall be deemed consistent with proper electric utility ~~service~~Service and good utility practice.

Nominal Voltage (Volts)	Acceptable Range (Volts)
120	110-127
208	191-220
240	220-254
277	254-293
480	440-508

12. ~~12.~~ Agreed Payment Plan. ~~Lubbock Power & Light~~LP&L may allow a Customer to pay an outstanding bill in installments, and if Customer pays according to the agreed upon plan, the Customer ~~avoids~~will avoid disconnection for non-payment. In such event, the Customer may establish a payment plan by contacting ~~Lubbock~~

~~Power & Light~~LP&L in person, by telephone or by any other electronic communication approved by ~~Lubbock Power & Light~~LP&L. Any such agreed payment plan shall be subject to the following terms and conditions.

a. The agreed payment plan must be in writing;
b. The Director of Electric Utilities may include terms and conditions consistent with ~~those outlined herein, the Rate Schedule,~~the Tariff and applicable federal, state, and local law and regulations.
c. In the event of a conflict between a written agreed payment plan and ~~this Rate Schedule~~the Tariff, unless otherwise provided by in agreed payment plan, the terms and conditions of ~~this Rate Schedule~~the Tariff shall control.
d. Failure to pay according to the payment plan may result in disconnection of ~~electric utility service~~Service to Customer.

~~13.~~

13. Right to Amend. ~~This Rate Schedule~~The Tariff may be amended or modified by ~~Lubbock Power & Light~~LP&L through a written instrument duly executed by the City Council of the City of Lubbock without further notice provided to Customer, except as otherwise required by law.

14. ~~14.~~ Critical Care Residential Customers and Critical Load Industrial Customers.

a. Procedure for Qualification. LP&L will designate Critical Care Residential Customers and Critical Load Industrial Customers in accordance with Texas Utilities Code Section 17.005(f), and follow any procedures as may be required by Texas Utilities Code Section 17.005(f), and the rules promulgated thereunder.

b. Designation as a Critical Care Residential Customer or Critical Load Industrial Customer under this Section does not relieve Customer of the obligation to pay LP&L for Service(s) rendered, does not prevent disconnection for nonpayment or other reasons provided in this Tariff, and does not prohibit LP&L from utilizing any approved collection methods for recovering the obligation. An enrolled Critical Care Residential Customer or Critical Load Industrial Customer may also request information from LP&L regarding eligibility requirements for deferred payment arrangements and/or payment assistance programs.

c. No Guarantee of Service. Designation as a Critical Care Residential Customer or Critical Load Industrial Customer does not guarantee uninterrupted Service. Specifically, Service many be interrupted as provided herein.

~~14.~~15. Severability. If any portion of this ~~Rate Schedule~~Tariff is held unenforceable by a court of competent jurisdiction, the remainder of ~~this Rate Schedule~~the Tariff shall not be affected and shall remain fully in force and enforceable. To the extent permitted by applicable laws, the Customer hereby waives any provision of applicable law that renders any provision hereof prohibited or unenforceable in any respect. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be provisions added automatically as part of this Tariff to replace such illegal, invalid, or unenforceable provision with a legal, valid, and enforceable provision, the economic effect of which comes as close as possible to that of the illegal, invalid, or unenforceable provision.

~~15.~~16. ~~15.~~ Meter Aggregation. ~~Lubbock Power & Light~~LP&L will bill each ~~electric meter~~Meter as a single ~~meter~~Meter. Customers with multiple ~~meters~~Meters that are rendered to a contiguous area, or that are metered across a dedicated street or alley will be billed on a per ~~meter~~Meter basis with no aggregation of those ~~meters~~Meters for billing purposes. Subject to mutual agreement by Customer and ~~Lubbock Power & Light~~LP&L, multiple ~~meters~~Meters may be electronically or digitally totalized.

~~16.~~17. ~~16.~~ Interconnection. No Customer may interconnect any ~~distributed generation~~Distributed Generation to the system of ~~Lubbock Power & Light~~LP&L, unless and until an Interconnection Agreement~~, as defined in Rates 5, 11, and 16 of the Tariff, below, shall be~~ is entered into by Customer and ~~Lubbock Power & Light~~LP&L. A Customer interconnecting Distributed Generation to the system of LP&L agrees to abide by the Interconnection Guidelines or Interconnection Agreement, as applicable, the PUC rules, and ERCOT Protocols regarding same.~~.~~

~~17.~~18. ~~17.~~ Applicable Law. **The laws of the State of Texas shall govern the validity, performance and enforcement of this ~~Rate Schedule~~Tariff and the venue for any legal proceedings shall lie solely in courts of competent jurisdiction located in Lubbock County, Texas.**

RESIDENTIAL STANDARD SERVICE

Rate 1

APPLICABLE:

To residential Customers for ~~electric service~~Service used for domestic purposes in private residences and separately metered individual apartments when all ~~service~~Service is supplied at ~~one point~~the Point of ~~delivery~~Delivery and measured through one ~~meter~~Meter, where ~~facilities of~~Customer's Installation has adequate capacity and suitable voltage are adjacent to the ~~premises to be served~~Premises. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate.

TERRITORY:

~~Lubbock Power & Light~~LP&L Service Territory

RATE:

Service Availability Charge:	$8.07 per month per ~~meter~~Meter
Energy Charge:	$0.03381 per kWh

POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current ~~Lubbock Power & Light~~LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to ~~Lubbock Power & Light~~LP&L as established by the City Council of the City of Lubbock.

TAX:

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by ~~Lubbock Power & Light~~LP&L for ~~utility services~~Services rendered, or on the right or privilege or rendering the ~~service~~Service, or on any object or event incidental to the rendition of the ~~service~~Service.

BUDGET BILLING: Budget billing is available upon request. Budget billing is a program that allows a Customer to pay a specified amount each month instead of paying the actual billed amount. Customers must have a minimum of 12 months history at their current address to qualify for budget billing. Customers must have a zero balance at the time budget billing is implemented and must keep their accounts current to remain on budget billing.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff~~Rate Schedule~~ as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all ~~electric meters~~Meters read by LP&L on or after October 1, ~~2020~~2021

RESIDENTIAL
ELECTRIC SPACE HEATING SERVICE

Rate 3

APPLICABLE:

To residential Customers for ~~electric service~~Service with predominant electric space heating used for domestic purposes in private residences and separately metered individual apartments when all ~~service~~Service is supplied at one ~~point~~Point of ~~delivery~~Delivery and measured through one ~~meter~~Meter, where ~~facilities of~~Customer's Installation has adequate capacity and suitable voltage are adjacent to the P~~p~~remises to be served. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate. Electric space heating includes permanently installed whole house space heating equipment in regular use, including heat pumps and electric resistance heating and excluding bathroom heaters.

TERRITORY:

~~Lubbock Power & Light~~LP&L Service Territory

RATE:

Service Availability Charge:	$8.07 per month per ~~meter~~Meter
Energy Charge:	$0.02921 per kWh

POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt-hour as provided in the current ~~Lubbock Power & Light~~LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to ~~Lubbock Power & Light~~LP&L as established by the City Council of the City of Lubbock.

TAX:

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by ~~Lubbock Power & Light~~LP&L for ~~utility services~~Service rendered, or on the right or privilege or rendering the ~~service~~Service, or on any object or event incidental to the rendition of the ~~service~~Service.

BUDGET BILLING:	Budget billing is available upon request. Budget billing is a program that allows a Customer to pay a specified amount each month instead of paying the actual billed amount. Customers must have a minimum of 12 months history at their current address to qualify for budget billing. Customers must have a zero balance at the time budget billing is implemented and must keep their accounts current to remain on budget billing.
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff~~Rate Schedule~~ as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all ~~electric meters~~Meters read by LP&L on or after October 1, ~~2020~~2021

RESIDENTIAL
NET METERING SERVICE

Rate 5

APPLICABLE:

To residential Customers for ~~electric service~~Service used for domestic purposes in private residences and separately metered individual apartments when all ~~service~~Service is supplied at one ~~point~~Point of ~~delivery~~Delivery and measured through one ~~meter~~Meter, where ~~facilities of~~Customer's Installation has adequate capacity and suitable voltage are adjacent to the ~~premises to be served~~Premises. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate.

This rate is available to Net Metering Customers only. Net Metering Customers are defined as Customers who have installed residential solar technology capable of producing less than 10kW as distributed generation on the Customer side of the ~~Lubbock Power & Light meter.~~LP&L Meter. As a condition of ~~service~~Service under this Rate Schedule, all Net Metering Customers must sign an ~~agreement for interconnection (as originally approved by the Electric Utility Board ("EUB") by Resolution Number EUB 2015-R0054, dated October 20, 2015, amended by the EUB by Resolution Number EUB 2018-R0072, dated August 21, 2018, and as may be amended, modified, or replaced by action of the EUB) and parallel operation with Lubbock Power & Light~~Interconnection Agreement. Customers that qualify for this rate will receive credit in kWh generated against kWh consumed in one billing period. KWh credits will only offset up to the amount of kWh consumed in each billing period.

In the event a Net Metering Customer interconnects ~~distributed generation~~Distributed Generation to the LP&L system, such Net Metering Customer shall either (i) enter into an ~~interconnection agreement~~Interconnection Agreement, as described and required herein; or (ii) be subject to immediate disconnection from the LP&L system.

TERRITORY:

~~Lubbock Power & Light~~LP&L Service Territory

RATE:	Service Availability Charge: $30.43 per month per ~~meter~~Meter
	Summer Energy Charge (≤1,000kWh): $0.01292 per kWh Summer Energy Charge (>1,000kWh): $0.02349 per kWh
	Non-Summer Energy Charge (≤1,000kWh): $0.00397 per kWh Non-Summer Energy Charge (>1,000kWh): $0.01175 per kWh
NON-SUMMER MONTHS:	The billing months of October through May
SUMMER MONTHS:	The billing months of June through September
POWER COST RECOVERY FACTOR:	The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current ~~Lubbock Power & Light~~LP&L "Power Cost Recovery Factor".
FRANCHISE FEE EQUIVALENT:	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to ~~Lubbock Power & Light~~LP&L as established by the City Council of the City of Lubbock.
TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by ~~Lubbock Power & Light~~LP&L for ~~utility services~~Services rendered, or on the right or privilege or rendering the ~~service~~Service, or on any object or event incidental to the rendition of the ~~service~~Service.
BUDGET BILLING:	Budget billing is available upon request. Budget billing is a program that allows a Customer to pay a specified amount each month instead of paying the actual billed amount. Customers must have a minimum of 12 months history at their current address to qualify for budget billing. Customers must have a zero balance at the time budget billing is implemented and must keep their accounts current to remain on budget billing.
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.

TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff~~Rate Schedule~~ as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all ~~electric meters~~Meters read by LP&L on or after October 1, ~~2020~~2021

SMALL GENERAL SERVICE

Rate 10

APPLICABLE:

To commercial Customers for ~~electric service~~Service supplied at secondary voltage for commercial purposes when all ~~service~~Service is supplied at one ~~point~~Point of ~~delivery~~Delivery and measured through one ~~meter~~Meter, where ~~facilities of~~Customer's Installation has adequate capacity and suitable voltage are adjacent to the ~~premises to be served~~Premises, and whose load does not exceed 10 kW of demand in any month. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate. Youth-oriented (18 years of age and younger) non-profit sports leagues utilizing ~~electric service~~Service for sports field lighting at municipally owned outdoor facilities may be served under this rate regardless of demand. Meters in which the load exceeds 10 kW of demand in any month will be assigned to Rate 16 (Secondary General Service) and will not be eligible to be reassigned to Rate 10 until there have been 12 consecutive months where loads have not exceeded 10 kW of demand.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared ~~service~~Service.

TERRITORY:

~~Lubbock Power & Light~~LP&L Service Territory

RATE:

Service Availability Charge:	$13.55 per month per ~~meter~~Meter
Energy Charge:	$0.01987 per kWh

POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current ~~Lubbock Power & Light~~LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to ~~Lubbock Power & Light~~LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by ~~Lubbock Power & Light~~LP&L for ~~utility services~~Services rendered, or on the right or privilege or rendering the ~~service~~Service, or on any object or event incidental to the rendition of the ~~service~~Service.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all ~~electric meters~~Meters read by LP&L on or after October 1, ~~2020~~2021

SMALL GENERAL NET METERING SERVICE

Rate 11

APPLICABLE:

To commercial Customers for ~~electric service~~Service supplied at secondary voltage for commercial purposes when all ~~service~~Service is supplied at one ~~point~~Point of ~~delivery~~Delivery and measured through one ~~meter~~Meter, where ~~facilities of~~Customer's Installation has adequate capacity and suitable voltage are adjacent to the ~~premises to be served~~Premises, and whose load does not exceed 10 kW of demand in any month. Meters in which the load exceeds 10 kW of demand in any month will be assigned to Rate 16 (Secondary General Service) and will not be eligible to be reassigned to Rate 11 until there have been 12 consecutive months where loads have not exceeded 10 kW of demand. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate.

This rate is available to Net Metering ~~customers only. Net Metering~~ Customers ~~are defined as Customers who have installed non-residential solar or wind technology capable of producing less than 10kW as distributed generation on the Customer side of the Lubbock Power & Light meter.~~ only. As a condition of ~~service~~Service under this Rate Schedule, all Net Metering Customers on this rate must sign an ~~agreement for interconnection (as originally approved by the Electric Utility Board ("EUB") by Resolution Number EUB 2015-R0054, dated October 20, 2015, amended by the EUB by Resolution Number EUB 2018-R0072, dated August 21, 2018, and as may be amended, modified, or replaced by action of the EUB) and parallel operation with Lubbock Power & Light.~~Interconnection Agreement. Net Metering Customers that qualify for this rate will receive credit in kWh generated against kWh consumed in one billing period. KWh credits will only offset up to the amount of kWh consumed in each billing period.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared ~~service~~Service.

In the event a Net Metering Customer interconnects ~~distributed generation~~Distributed Generation to the LP&L system, such Net Metering Customer shall either (i) enter into an ~~interconnection agreement~~Interconnection Agreement, as described and required herein; or (ii) be subject to immediate disconnection from the LP&L system.

TERRITORY:	~~Lubbock Power & Light~~LP&L Service Territory	
RATE:	Service Availability Charge:	$28.77 per month
	Energy Charge (≤1,000kWh):	$0.00076 per kWh
	Energy Charge (>1,000kWh):	$0.01878 per kWh

POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current ~~Lubbock Power & Light~~LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) for competitive purposes, by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any competing electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to ~~Lubbock Power & Light~~LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by ~~Lubbock Power & Light~~LP&L for ~~utility services~~Service rendered, or on the right or privilege or rendering the ~~service~~Service, or on any object or event incidental to the rendition of the ~~service~~Service.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.

TERMS & CONDITIONS:

Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the TariffRate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock. In the event a Net Metering Customer entitled to serviceService under Rate 11 is a purchaser under a power purchase agreement ("PPA") with LP&L, in which the rates for serviceService and power to such Net Metering Customer are provided therein, such rates payable by Net Metering Customer shall be as provided in the PPA (in lieu of this Tariff), so long as such PPA shall remain valid and subsisting and enforceable against Net Metering Customer. Further, in such instance, in the event of a conflict between this Tariff and the PPA, the terms of the PPA shall control.

EFFECTIVE DATE:

For all electric metersMeters read by LP&L on or after October 1, 20202021

LARGE SCHOOL SERVICE

Rate 15

APPLICABLE:

To all public and private school facilities supplied at secondary voltage for school purposes when all ~~service~~Service is supplied at one ~~point~~Point of ~~delivery~~Delivery and measured through one ~~meter~~Meter, where ~~facilities of~~Customer's Installation has adequate capacity and suitable voltage are adjacent to the ~~premises to be served~~Premises and whose load exceeds 10 kW of demand in any month. Meters on this rate with loads that drop to 10 kW of demand or below will be eligible to be reassigned to Rate 21 (Small Municipal and School Service) only after 12 consecutive months where loads have not exceeded 10 kW of demand.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared ~~service~~Service, or to ~~service~~Service for which a specific ~~rate schedule~~Rate Schedule is provided.

TERRITORY:

~~Lubbock Power & Light~~LP&L Service Territory

RATE:

Service Availability Charge:	$39.74 per month per ~~meter~~Meter
Energy Charge:	$0.00049 per kWh
Demand Charge:	$5.77410 per kW

DEMAND:

~~Lubbock Power & Light~~LP&L will furnish at its expense the necessary metering equipment to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. In the absence of a demand ~~meter~~Meter, the Customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 41.30 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by ~~29~~25 hours.

POWER COST RECOVERY FACTOR:

The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current ~~Lubbock Power & Light~~LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to ~~Lubbock Power & Light~~LP&L as established by the City Council of the City of Lubbock.

TAX:

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by ~~Lubbock Power & Light~~LP&L for ~~utility services~~Services rendered, or on the right or privilege or rendering the ~~service~~Service, or on any object or event incidental to the rendition of the ~~service~~Service.

POWER FACTOR:

Applicable to Customers on this ~~rate schedule~~Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer will maintain at ~~Lubbock Power & Light's point~~the Point of ~~delivery~~Delivery, a power factor of not less than 85% lagging.

Where ~~Customer~~Customer's Installation fails to maintain a power factor of at least 85% lagging at LP&L's ~~point~~Point of ~~delivery~~Delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the ~~point~~Point of ~~delivery~~Delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on ~~Lubbock Power & Light's~~LP&L's system.

TERMS OF PAYMENT:

Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE:

AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.

TERMS & CONDITIONS:

Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff~~Rate Schedule~~ as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE:

For all ~~electric meters~~Meters read by LP&L on or after October 1, ~~2020~~2021

SECONDARY GENERAL SERVICE AND SECONDARY GENERAL SERVICE NET METERING

Rate 16

APPLICABLE:

To all commercial and industrial Customers for ~~electric service~~Service supplied at secondary voltage for commercial purposes when all ~~service~~Service is supplied at one ~~point~~Point of ~~delivery~~Delivery and measured through one ~~meter~~Meter, where ~~facilities of~~Customer's Installation has adequate capacity and suitable voltage are adjacent to the ~~premises to be served~~Premises and whose load exceeds 10 kW of demand in any month. Meters on this rate with loads that drop to 10 kW of demand or below will be eligible to be reassigned to Rate 10 (Small General Service) only after 12 consecutive months where loads have not exceeded 10 kW of demand.

This rate is also available for Net Metering Customers. ~~Net Metering Customers are defined as Customers who have installed solar or wind distributed generation on the Customer side of the Lubbock Power & Light meter. As a condition of service~~As a condition of Service under this Rate Schedule, all Net Metering Customers with installed non-residential solar or wind technology capable of producing less than 200kW as ~~distributed generation must sign an agreement for interconnection (as originally approved by the Electric Utility Board ("EUB") by Resolution Number EUB 2015-R0054, dated October 20, 2015, amended by the EUB by Resolution Number EUB 2018-R0072, dated August 21, 2018, and as may be amended, modified, or replaced by action of the EUB) and parallel operation with Lubbock Power & Light.~~Distributed Generation must sign an Interconnection Agreement. Net Metering Customers that qualify for this rate will receive credit in kWh generated against kWh consumed in one billing period. KWh credits will only offset up to the amount of kWh consumed in each billing period. Demand will be billed as maximum demand greater than zero.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared ~~service~~Service.

In the event a Net Metering Customer interconnects ~~distributed generation~~Distributed Generation to the LP&L system, such Net Metering Customer shall either (i) enter into an ~~interconnection agreement~~Interconnection Agreement, as described and required herein; or (ii) be subject to immediate disconnection from the LP&L system.

TERRITORY:

~~Lubbock Power & Light~~LP&L Service Territory

RATE:	Service Availability Charge:	$28.56 per month per ~~meter~~Meter
	Energy Charge:	$0.00080 per kWh
	Summer Demand Charge:	$8.00922 per kW
	Non-Summer Demand Charge:	$4.28400 per kW

NON-SUMMER MONTHS: The billing months of October through May

SUMMER MONTHS: The billing months of June through September

DEMAND: ~~Lubbock Power & Light~~LP&L will furnish at its expense the necessary metering equipment to measure Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. In the absence of a demand meter, the Customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 57.01 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by ~~29~~25 hours. There will be no demand cap for Net Metering Customers.

POWER COST RECOVERY FACTOR: The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current ~~Lubbock Power & Light~~LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to ~~Lubbock Power & Light~~LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by ~~Lubbock Power & Light~~LP&L for ~~utility services~~Services rendered, or on the right or privilege or rendering the ~~service~~Service, or on any object or event incidental to the rendition of the ~~service~~Service.

POWER FACTOR: Applicable to Customers on this ~~rate schedule~~Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer will maintain at ~~Lubbock Power & Light's point~~LP&L's Point of ~~delivery~~Delivery, a power factor of not less than 85% lagging. Where ~~Customer~~Customer's Installation fails to maintain a power factor of at least 85% lagging at LP&L's ~~point~~Point of ~~delivery~~Delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on ~~Lubbock Power & Light's~~LP&L's system.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff~~Rate Schedule~~ as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock. In the event a Customer entitled to ~~service~~Service under Rate 16 is a purchaser under a power purchase agreement ("PPA") with LP&L, in which the rates for ~~service and power~~Service to such Customer are provided therein, such rates payable by Customer shall be as provided in the PPA (in lieu of this Tariff), so long as such PPA shall remain valid and subsisting and enforceable against Customer. Further, in such instance, in the event of a conflict between this Tariff and the PPA, the terms of the PPA shall control.

EFFECTIVE DATE: For all ~~electric meters~~Meters read by LP&L on or after October 1, ~~2020~~2021

PRIMARY GENERAL SERVICE

Rate 16P

APPLICABLE:

To all commercial and industrial Customers for ~~electric service~~Service supplied at primary voltage for commercial purposes when all ~~service~~Service is supplied at one ~~point~~Point of ~~delivery~~Delivery and measured through one ~~meter~~Meter, where ~~facilities of~~Customer's Installation has adequate capacity and suitable voltage are adjacent to the ~~premises to be served~~Premises.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared ~~service~~Service.

TERRITORY:

~~Lubbock Power & Light~~LP&L Service Territory

RATE:

Service Availability Charge:	$310.44 per month per ~~meter~~Meter
Energy Charge:	$0.00057 per kWh
Demand Charge:	$5.15323 per kW

DEMAND:

~~Lubbock Power & Light~~LP&L will furnish at its expense the necessary metering equipment to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. In the absence of a demand meter, the Customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 69.71 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by ~~29~~25 hours.

LOSS ADJUSTMENT:

When metering is installed on the secondary (Customer's) side of any voltage transformation made at less than available primary voltage at the ~~point~~Point of ~~service~~Service, the ~~meter~~Meter readings for billing purposes shall be increased to include all transformation losses.

POWER COST RECOVERY FACTOR:

The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current ~~Lubbock Power & Light~~LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to ~~Lubbock Power & Light~~LP&L as established by the City Council of the City of Lubbock.

TAX:

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by ~~Lubbock Power & Light~~LP&L for ~~utility services~~Services rendered, or on the right or privilege or rendering the ~~service~~Service, or on any object or event incidental to the rendition of the ~~service~~Service.

POWER FACTOR:

Applicable to Customers on this ~~rate schedule~~Rate Schedule with a peak demand of 200 kW or greater. At all times, ~~Customer~~Customer's Installation will maintain at ~~Lubbock Power & Light's point~~the Point of ~~delivery~~Delivery, a power factor of not less than 85% lagging. Where Customer fails to maintain a power factor of at least 85% lagging at ~~LP&L's point~~the Point of ~~delivery~~Delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on ~~Lubbock Power & Light's~~LP&L's system.

TERMS OF PAYMENT:

Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE:

AC. 60 hertz. ~~Three~~Single-phase or three-phase at ~~Lubbock Power & Light's~~LP&L's available ~~transmission~~primary voltage ~~of approximately 69 kV or above.~~ .

TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff~~Rate Schedule~~ as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock. In the event a Customer entitled to Service under Rate 16P is a purchaser under a power purchase agreement ("PPA") with LP&L, in which the rates for Service to such Customer are provided therein, such rates payable by Customer shall be as provided in the PPA (in lieu of this Tariff), so long as such PPA shall remain valid and subsisting and enforceable against Customer. Further, in such instance, in the event of a conflict between this Tariff and the PPA, the terms of the PPA shall control.
EFFECTIVE DATE:	For all Meters read by LP&L on or after October 1, 2021

TRANSMISSION GENERAL SERVICE

Rate 16T

APPLICABLE:

To all commercial and industrial Customers for electric Service supplied at transmission voltage of 69kV or above for commercial purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.

TERRITORY:

LP&L Service Territory

RATE:

Service Availability Charge:	$310.44 per month per Meter
Energy Charge:	$0.00055 per kWh
Demand Charge:	$2.73 per kW

DEMAND:

LP&L will furnish at its expense the necessary metering equipment to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month.

LOSS ADJUSTMENT:

When metering is installed at voltage less than 69kV or on Customer's side at lower voltage of any voltage transformation made at less than available transmission voltage at the Point of Service, the Meter readings for billing purposes shall be increased to include all transformation losses.

POWER COST RECOVERY FACTOR:

The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

POWER FACTOR: Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer will maintain at the Point of Delivery, a power factor of not less than 90% lagging.

In the event a low voltage condition due to lagging power factor exists in a degree sufficient to impair LP&L's Service, Customer shall install suitable capacitors or other equipment necessary to raise the over-all power factor at the Point of Delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Three-phase at LP&L's available transmission voltage of approximately 69 kV or above.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff~~Rate Schedule~~ as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all ~~electric meters~~Meters read by LP&L on or after October 1, ~~2020~~2021

STATE UNIVERSITY GENERAL SERVICE

Rate 16U

APPLICABLE:

To all State of Texas universities using more than 100,000,000 kWh per year where ~~facilities of~~Customer's Installation has adequate capacity and suitable voltage are adjacent to the ~~premises to be served~~Premises.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared ~~service~~Service.

TERRITORY:

~~Lubbock Power & Light~~LP&L Service Territory

RATE:

Service Availability Charge:	$0.00 per month per ~~meter~~Meter
Demand Charge:	$0.00
Energy Charge:	$0.012150 per kWh

WHOLESALE POWER CHARGE:

The charge per kilowatt-hour of the above rate shall be increased by an amount equal to LP&L's ~~average~~total cost of Wholesale Power for the month immediately preceding the current billing month for the Customer as delivered to all LP&L Customers including assumed system losses of 2%. The Wholesale Power Charge shall be calculated monthly by dividing (i) the amount of the Total Bill for Wholesale Power for the month immediately preceding the current billing month for the Customer including any prior month adjustments by (ii) the kWh delivered to all LP&L Customers in the month immediately preceding the current billing month for the Customer. The kWh delivered to all LP&L Customers shall be calculated by reducing by 2% the kWh delivered to LP&L's delivery points by SPS ~~as shown on the Wholesale Power bill of the month immediately preceding the current billing month for the Customer.~~and ERCOT systems. This reduction is an adjustment to account for line losses occurring between LP&L's point(s) of interconnection with the SPS and ERCOT systems and the delivery points of the Customer.

TERMS OF PAYMENT: Payment due 30 days after bill date or as otherwise required by state law. If the 30th day falls on a weekend or an official City of Lubbock recognized holiday, the due date will be extended until the next business day. A late charge of 1% or as authorized by state law, whichever is greater, may be added to all bills not paid by the due date.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase at ~~Lubbock Power & Light's~~LP&L's available secondary voltage.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff~~Rate Schedule~~ as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock~~.~~, as it may be amended from time to time. In the event a Customer entitled to ~~service~~Service under Rate 16U is a purchaser under a power purchase agreement ("PPA") with LP&L, in which the rates for ~~service and power~~Service to such Customer are provided therein, such rates payable by Customer shall be as provided in the PPA (in lieu of this Tariff), so long as such PPA shall remain valid and subsisting and enforceable against Customer. Further, in such instance, in the event of a conflict between this Tariff and the PPA, the terms of the PPA shall control. In events where a Customer purchases under a PPA and the PPA shall expire or terminate during the effective period of this Tariff, Customer shall revert to the applicable rate for each ~~meter~~Meter as determined by usage characteristics.

EFFECTIVE DATE: For all ~~electric meters~~Meters read by LP&L on or after October 1, ~~2020~~2021

LARGE MUNICIPAL SERVICE

Rate 17

APPLICABLE:

To all municipal facilities supplied at secondary voltage for municipal purposes when all ~~service~~Service is supplied at one ~~point~~Point of ~~delivery~~Delivery and measured through one ~~meter~~Meter, where ~~facilities of~~Customer's Installation has adequate capacity and suitable voltage are adjacent to the ~~premises to be served~~Premises and whose load exceeds 10 kW of demand in any month. Meters on this rate with loads that drop to 10 kW of demand or below will be eligible to be reassigned to Rate 21 (Small Municipal and School Service) only after 12 consecutive months where loads have not exceeded 10 kW of demand.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared ~~service~~Service, or to ~~service~~Service for which a specific ~~rate schedule~~Rate Schedule is provided.

TERRITORY:

~~Lubbock Power & Light~~LP&L Service Territory

RATE:

Service Availability Charge:	$49.67 per month per ~~meter~~Meter
Energy Charge:	$0.00066 per kWh
Demand Charge:	$5.24014 per kW

DEMAND:

~~Lubbock Power & Light~~LP&L will furnish at its expense the necessary metering equipment to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. In the absence of a demand meter, Customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 41.30 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by ~~29~~25 hours.

POWER COST RECOVERY FACTOR:

The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current ~~Lubbock Power & Light~~LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to ~~Lubbock Power & Light~~LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by ~~Lubbock Power & Light~~LP&L for ~~utility services~~Services rendered, or on the right or privilege or rendering the ~~service~~Service, or on any object or event incidental to the rendition of the ~~service~~Service.

POWER FACTOR: Applicable to Customers on this ~~rate schedule~~Rate Schedule with a peak demand of 200 kW or greater. At all times, ~~Customer~~Customer's Installation will maintain at ~~Lubbock Power & Light's point~~LP&L's Point of ~~delivery~~Delivery, a power factor of not less than 85% lagging. Where Customer fails to maintain a power factor of at least 85% lagging at ~~LP&L's~~the point of delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on ~~Lubbock Power & Light's~~LP&L's system.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff~~Rate Schedule~~ as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all M~~electric m~~eters read by LP&L on or after October 1, 2021~~0~~

STREET LIGHTING SERVICE

Rate 18

APPLICABLE:	To municipal and State of Texas facilities for street lighting Service where facilities of adequate capacity and suitable voltage are adjacent to the Point of Service.	
TERRITORY:	LP&L Service Territory	
RATE:	Service Availability Charge:	$0.00 per month per Meter
	Energy Charge:	$0.04781 per kWh
DETERMINATION OF ENERGY USE:	Energy use will be determined by applying the total rated wattage of each fixture, including the ballast, to the number of hours of operation in each month. Street light burning time will be from one-half after sunset to one-half hour before sunrise using National Weather Service official sunrise & sunset times for Lubbock, Texas.	
POWER COST RECOVERY FACTOR:	The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".	
FRANCHISE FEE EQUIVALENT:	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.	
TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.	
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.	
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase at available standard voltage at the Point of Delivery.	

CONDITIONS OF SERVICE:	Customer will install, own, operate and maintain the street lighting system.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff~~Rate Schedule~~ as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	October 1, 2021~~0~~

GENERAL RELIGIOUS SERVICE

Rate 19

APPLICABLE:	To Service provided exclusively to the primary structure used for worship services of any church or religious association. This rate is not available for any other structure owned and operated by a church or religious association that is not primarily used for worship services. This rate is not applicable to temporary breakdown, standby, supplementary, or to Service for which a specific Rate Schedule is provided.	
TERRITORY:	LP&L Service Territory	
RATE:	Service Availability Charge:	$16.77 per month per Meter
	Energy Charge:	$0.01847 per kWh
POWER COST RECOVERY FACTOR:	The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".	
FRANCHISE FEE EQUIVALENT:	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.	
TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.	
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.	
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.	

TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff~~Rate Schedule~~ as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all ~~electric meters~~Meters read by LP&L on or after October 1, ~~2020~~2021

SMALL MUNICIPAL & SCHOOL SERVICE

Rate 21

APPLICABLE:

To municipal facilities and public and private schools for ~~electric service~~Service supplied at secondary voltage for municipal and school purposes when all ~~service~~Service is supplied at one ~~point~~Point of ~~delivery~~Delivery and measured through one ~~meter~~Meter, where ~~facilities of~~Customer's Installation has adequate capacity and suitable voltage are adjacent to the ~~premises to be served~~Premises, and whose load does not exceed 10 kW of demand in any month. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate. Meters in which the load exceeds 10 kW of demand in any month will be assigned to either Rate 15 (Large School Service) or Rate 17 (Large Municipal Service) as applicable and will not be eligible to be reassigned to Rate 21 until there have been 12 consecutive months where loads have not exceeded 10 kW of demand.

TERRITORY:

~~Lubbock Power & Light~~LP&L Service Territory

RATE:

Service Availability Charge:	$12.98 per month per ~~meter~~Meter
Energy Charge:	$0.01639 per kWh

POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current ~~Lubbock Power & Light~~LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to ~~Lubbock Power & Light~~LP&L as established by the City Council of the City of Lubbock.

TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by ~~Lubbock Power & Light~~LP&L for ~~utility services~~Services rendered, or on the right or privilege or rendering the ~~service~~Service, or on any object or event incidental to the rendition of the ~~service~~Service.
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff~~Rate Schedule~~ as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all ~~electric meters~~Meters read by LP&L on or after October 1, ~~2020~~2021.

OPTIONAL TIME-OF-USE SERVICE RIDER - EXPERIMENTAL

Applicable to Rates 15, 16, 16P and 17

APPLICABLE: Available to Customers whose ~~electric service~~Service is provided under rates 15, 16, 16P, and 17 and that can establish a lower demand between 1:00 p.m. and 7:00 p.m. weekdays during summer billing months. ~~Lubbock Power & Light~~LP&L reserves the right to limit the availability or to discontinue this option, if in ~~Lubbock Power & Light's~~LP&L's judgment, system load or cost characteristics no longer warrant such option. This rider is not available to Customers who have installed ~~distributed generation on the Customer~~Distributed Generation at and after Customer's side of the ~~Lubbock Power & Light meter~~Point of Delivery.

TERRITORY: ~~Lubbock Power & Light~~LP&L Service Territory

NON-SUMMER MONTHS: For the billing months of October through May, the demand charge and the demand component of the Power Cost Recovery Factor (PCRF-D) shall be based on Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month.

SUMMER MONTHS: For the billing months of June through September, the demand charge shall be based on Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. The demand component of the Power Cost Recovery Factor (PCRF-D) shall be based on Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the on-peak demand period for the month.

DEMAND:

~~Lubbock Power & Light~~LP&L will furnish at its expense the necessary metering equipment to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. There will be no demand cap for Customers electing this rider.

ON-PEAK / OFF-PEAK DEMAND HOURS

~~Lubbock Power & Light~~LP&L shall consider the on-peak/off-peak billing periods as follows:

Summer Months: On-Peak – Monday through Friday, 1:00 p.m. to 7:00 p.m., excluding official City of Lubbock recognized holidays
Off-Peak – All other hours.

Non-Summer Months: On-Peak – All hours.

EFFECTIVE DATE:

For all ~~electric meters~~Meters read by LP&L on or after October 1, ~~2020~~2021.

GUARD LIGHT SERVICE

No new lights will be installed by ~~Lubbock Power & Light~~LP&L. As a result, this rate is closed to new Customers.

APPLICABLE:

For night outdoor guard lighting service where facilities of adequate capacity and suitable voltage are adjacent to the ~~point~~Point of ~~service~~Delivery. **This rate is closed to new Customers and no new lights will be installed for existing Customers**.

Mercury vapor lamps are no longer being manufactured or imported. Once the inventory of mercury vapor lamps is depleted, Customers will be given the option of having the guard light removed or replaced with another type of light which may have a different rate.

TERRITORY:

~~Lubbock Power & Light~~LP&L Service Territory

RATE:

Each 150 Watt 15,000 lumen (nominal – actual rating may vary) high-pressure sodium fixture installed on an overhead bracket on a wood pole: $15.15 per month

Each 100 Watt 9,500 lumen (nominal – actual rating may vary) high-pressure sodium fixture installed on an overhead bracket on a wood pole: $10.29 per month

Each 150 Watt 7,000 lumen (nominal – actual rating may vary) mercury vapor fixture installed on an overhead bracket on a wood pole: $15.59 per month

Additional secondary line: For each additional 150 foot span of secondary line required beyond the first 150 feet: $3.30 per month.

DETERMINATION OF ENERGY USE:

15,000 lumen HPS fixture uses 56 kWh per month.
9,500 lumen HPS fixture uses 38 kWh per month.
7,000 lumen MV fixture uses 67 kWh per month.

POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current ~~Lubbock Power & Light~~LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT:	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to ~~Lubbock Power & Light~~LP&L as established by the City Council of the City of Lubbock.
TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by ~~Lubbock Power & Light~~LP&L for ~~utility services~~Services rendered, or on the right or privilege or rendering the ~~service~~Service, or on any object or event incidental to the rendition of the ~~service~~Service.
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase at available standard voltage at the ~~point~~Point of ~~service~~Delivery.
CONDITIONS OF SERVICE:	~~Lubbock Power & Light~~LP&L will own, operate, and maintain on ~~Customer's premises~~the Premises the existing lights. Lights are photo-electrically controlled and mounted on a metal bracket on ~~Lubbock Power & Light's~~LP&L's service poles, a separate 30 foot wood pole, or on any suitable mounting device belonging to Customer.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff~~Rate Schedule~~ as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	October 1, ~~2020~~2021

FLOOD LIGHT SERVICE

No new lights will be installed by ~~Lubbock Power & Light~~LP&L. As a result, this rate is closed to new Customers.

APPLICABLE: For night outdoor flood light service where ~~facilities of~~Customer's Installation has adequate capacity and suitable voltage are adjacent to the ~~premises to be served.~~Premises. **This rate is closed to new Customers and no new lights will be installed for existing Customers**.

TERRITORY: ~~Lubbock Power & Light~~LP&L Service Territory

RATE: The charge per month shall be the sum of Rate sections A+B+C+D:

RATE A:
First Light Charge Charge per light for the first light on each 30 foot wood pole with overhead S~~s~~ervice:

Lamp Wattage	Metal Halide	High Pressure Sodium
150	N/A	$22.35
175	$22.48	N/A
250	$24.11	$24.21
400	$25.08	$25.62
1,000	$38.38	$38.82

RATE B:
Additional Light Charge

Additional charge per month for each additional light per pole:

Lamp Wattage	Metal Halide	High Pressure Sodium
150	N/A	$8.65
175	$8.77	N/A
250	$10.01	$10.11
400	$10.84	$11.31
1,000	$22.65	$23.02

RATE C:
Additional Pole Charge

Additional charge per month per pole:

Pole Height	Overhead Wood Pole	Underground Wood Pole	Overhead Steel Pole	Underground Steel Pole
30’	$0.00	$3.75	$6.27	$10.05
35’	$1.86	$5.61	$8.13	$11.90
40’	$3.95	$7.74	$10.24	$14.02
45’	$5.60	$9.39	$11.89	$15.67
50’	$7.40	$11.19	N/A	N/A

RATE D:
Additional Service Span Charge

For each additional 150 foot span of secondary line required beyond the first 150 feet: $2.95 per month.

DETERMINATION OF ENERGY USE:

Lamp	Metal Halide		High Pressure Sodium	
Wattage	Lumen	kWh	Lumen	kWh
150	N/A	N/A	16,000	56
175	14,000	62	N/A	N/A
250	20,500	97	27,500	97
400	36,000	136	50,000	159
1,000	110,000	359	140,000	350

POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current ~~Lubbock Power & Light~~LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to ~~Lubbock Power & Light~~LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by ~~Lubbock Power & Light~~LP&L for ~~utility services rendered~~Services, or on the right or privilege or rendering the ~~service~~Service, or on any object or event incidental to the rendition of the ~~service~~Service.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase. 120 or 240 volts.

CONDITIONS OF SERVICE: ~~Lubbock Power & Light~~LP&L will own, operate, and maintain on ~~Customer's premises~~the Premises the existing overhead flood lights. Lights are photo-electrically controlled and mounted on LP&L poles

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff~~Rate Schedule~~ as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: October 1, ~~2020~~2021

UTILITY COST RECOVERY FEES FOR NEW CONSTRUCTION

APPLICABLE:	The Service charges listed below are applicable to all Customers served by LP&L within new developments requiring underground line extensions through easements or public rights of way, and are in addition to any other charges made under LP&L's Tariff and Rate Schedules.
TERRITORY:	LP&L Service Territory
RATE: (PER LINEAR FOOT)	**Commercial: $16.08** **Residential Subdivisions Full w/ Alleys: $21.60** **Residential Subdivisions Half w/Alleys: $16.20** **Residential Subdivisions Full No Alleys: $21.60** **Residential Subdivisions Half No Alleys: $16.20**
TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services, or on the right or privilege of rendering the Service, or on any object or event incidental to the rendition of the Service.
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	New development, redevelopment or expansion projects requiring LP&L underground line extensions.
CONDITIONS OF SERVICE:	Commercial developments greater than one acre require the developer's contractor to supply ditch, backfill and transformer pad on property to LP&L specifications. Commercial developments of one acre or less must meet LP&L in public right of way or dedicated easement for service connection. For residential subdivisions, "Full" refers to serving lots on both sides of alley or street. "Half" refers to serving lots on one side of alley or street. Refer to City of Lubbock Code of Ordinances, Section 38.09.005 for the fees associated with street light installations for residential subdivisions within city limits. Any required

easements for LP&L to deliver Service on the Premises shall be the developer's responsibility. LP&L is under no obligation to energize Facilities serving the development and/or Premises until such time as the developer has paid all applicable fees, provided necessary easements, and has met LP&L construction specifications.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: October 1, 2021

MISCELLANEOUS SERVICE CHARGES

APPLICABLE:	The ~~service~~Service charges listed below are applicable to all Customers served by ~~Lubbock Power & Light~~LP&L and are in addition to any other charges made under ~~Lubbock Power & Light's tariff for electric service~~LP&L's Tariff.
TERRITORY:	~~Lubbock Power & Light~~LP&L Service Territory
RETURNED ITEM CHARGE:	$30.00 This charge is made when Customer's method of payment has been dishonored and returned to ~~Lubbock Power & Light~~LP&L.
DISCONNECT/RECONNECT FEE:	$27.50 when disconnected or reconnected during business hours $43.50 when disconnected or reconnected after business hours $57.50 when disconnected or reconnected at the pole during business hours $75.00 when disconnected or reconnected at the pole after business hours This charge is made when Customer is disconnected because of a delinquent account or requests reconnection of ~~electric service~~Service after having been disconnected because of a delinquent account.
TAMPERED SERVICE CHARGE:	$200.00 each occurrence plus expense for damages plus recovery of lost sales that are based on historical data or average use for similarly situated Customers. This charge is applied to any Customer who has tampered with the ~~meter~~Meter installed on the ~~Customer's premises~~Premises, or by any manner or means has prevented the total energy from being registered by the ~~meter~~Meter installed for such purposes.

METER TESTING CHARGE:

Upon the request of a Customer, LP&L will test the accuracy of the Customer's ~~meter~~Meter at no charge to the Customer. The test shall be made during LP&L's normal working hours and shall be scheduled to accommodate the Customer or the Customer's authorized representative, if the Customer desires to observe the test. The test should be made on the ~~Customer's premises~~Premises, but may, at LP&L's discretion, be made at LP&L's test laboratory. If the ~~meter~~Meter has been tested by LP&L at the Customer's request, and within a period of four years the Customer requests a new test, ~~the electric utility~~LP&L shall ~~make~~conduct the test. However, if the subsequent test finds the ~~meter~~Meter to be within ANSI's accuracy standards, LP&L~~the electric utility~~ may charge the Customer a $50.00 fee, which represents the cost of testing.

Following the completion of any requested test, LP&L shall promptly advise the Customer of the date of removal of the ~~meter~~Meter, the date of the test, the result of the test, and who made the test.

~~**DUPLICATE BILL CHARGE:**~~

~~$5.00 for each duplicate bill.~~

~~This charge is made when a Customer requests a copy of a previously generated bill. Copies of bills (24 month history) can be obtained free of charge at www.cityoflubbockutilities.com.~~

MISCELLANEOUS CHARGES:

At cost. This charge may be made for miscellaneous and non-routine services performed at the request of Customer but not covered specifically by any R~~r~~ate or fee. The charges will be the reasonable costs incurred for performing such services including but not limited to labor, materials, transportation, miscellaneous expenses and all applicable overheads for the ~~service provided.~~Service provided. This charge also includes any obstruction removal in accordance with Article III, Section 8 of the General Terms and Conditions, which would be the reasonable costs incurred for performing the necessary removal of obstructions.

PULSE METERING EQUIPMENT INSTALLATION AND REPLACEMENT CHARGE:

At cost. These charges may be made when Customer requests access to pulses from the revenue meter. The charges will be the reasonable costs incurred for providing such ~~service~~Service including but not limited to labor, materials, transportation, miscellaneous expenses and all applicable overheads for the S~~s~~ervice provided.

TAX:

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by ~~Lubbock Power & Light~~LP&L for ~~utility services~~Services rendered, or on the right or privilege or rendering the ~~service~~Service, or on any object or event incidental to the rendition of the ~~service~~Service.

ALTERNATIVE METER CHARGE:

Residential Customers who choose ~~non-standard meters (non-communicating meters)~~Non-Standard Meters are required to pay the incremental costs to provide the non-standard ~~service~~Service, which include costs to manually read ~~meters~~Meters and perform other ~~services~~Services through non-standard processes that would otherwise not be required. Installation cost at ~~each premise~~ Premises - to change-out a standard ~~meter~~Meter for a ~~non-standard meter~~Non-Standard Meter - shall be $127.84 and shall be paid prior to installation plus a monthly charge of $24.56 charged on the monthly invoice.

EFFECTIVE DATE:

October 1, ~~2020~~2021

POWER COST RECOVERY FACTOR:

The Power Cost Recovery Factor (PCRF), provides for the recovery of all power costs incurred by LP&L in serving system demand and energy requirements. The PCRF shall be reviewed and may be adjusted by the Director of Electric Utilities at a minimum of two times per year, once during the non-summer season of October through May and once during the summer season of June through September. The PCRF will have a demand (PCRF-D) and energy (PCRF-E) component or rate. The PCRF rates shall be established with the intention of matching PCRF revenues with actual power costs over the course of a fiscal year, giving consideration to seasonal fluctuations in load and in power prices. The PCRF may be adjusted more frequently if any over or under recovery exceeds the maximum variance as defined below.

For a particular customer class, the PCRF-E shall be adjusted by the following voltage level factors:
Primary Voltage: 1.0409
Secondary Voltage: 1.06340

On a monthly basis, LP&L shall track actual revenues collected from the PCRF and compare these revenues to actual total power costs incurred. The cumulative balance representing the difference between total PCRF revenues collected less total power costs incurred over the period shall be reported to the LP&L Electric Utility Board on a monthly basis.

A PCRF balancing account will be established with a cap equal to five percent of total annual budgeted or forecasted power costs to manage the monthly over/under collection of, or differences in, the monthly PCRF revenues and monthly power costs. If at any time, the reported cumulative balance of the difference between total PCRF revenues collected and power costs is greater than the PCRF balancing account cap, an adjustment may be made to the PCRF rates with the intention of refunding the over recovery amount. In addition, if at any time the reported cumulative balance of the difference between total PCRF revenues collected and power costs is approaching or less than zero, an adjustment may be made to the PCRF rates with the intention of replenishing the PCRF stabilization fund.

All mid-season adjustments to the PCRF shall be approved by the Electric Utility Board.

RESOLUTION

WHEREAS. Lubbock Power & Light is the municipally owned public power utility of the City of Lubbock;

WHEREAS, pursuant to Chapter 1, Article XII, Section 1, of the City of Lubbock Charter, the City Council of the City of Lubbock has exclusive jurisdiction to approve all electric rates of Lubbock Power & Light;

WHEREAS, the Electric Utility Board is charged with approving and submitting an electric rate schedule ("Rate Schedule") for Lubbock Power & Light to the City Council pursuant to §2.03.415(a) of the Code of Ordinances of the City of Lubbock by filing same with the City Secretary;

WHEREAS, Chapter I, Article XII, Section 1, of the City of Lubbock Charter and §2.03.415(a) of the Code of Ordinances of the City of Lubbock require that the Rate Schedule of Lubbock Power & Light be approved by the City Council prior to its adoption: NOW, THEREFORE:

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

THAT the Electric Utility Board of the City of Lubbock, as required by §2.03.415(a) of the Code of Ordinances of the City of Lubbock, hereby approves and submits the attached Rate Schedule to the City Council and recommends that such Rate Schedule, as attached hereto, be adopted with an effective date of October 1, 2021.

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

THAT this resolution and the attached Rate Schedule be filed with the City Secretary as required by §2.03.415(a) of the Code of Ordinances of the City of Lubbock, and as may be required by Chapter 102 of the Texas Local Government Code, and shall be deemed filed with the City Secretary when this resolution and the attached Rate Schedule are delivered to the City Secretary.

Passed by the Electric Utility Board the 20th day of July, 2021.

Dan Odom, Chairman

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

David Mc Calla, Director of Electric Utilities

APPROVED AS TO FORM:

Jenny Smith, LP&L General Counsel

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

Meeting Date: 09/14/2021

Information

Agenda Item

Board Appointments - City Secretary: Consider appointments to the Lubbock Reese Redevelopment Authority Board of Directors.

Item Summary

Consider appointments to the Lubbock Reese Redevelopment Authority Board of Directors.

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

No file(s) attached.

Regular City Council Meeting **8. 7.**

Meeting Date: 09/14/2021

Information

Agenda Item

Public Hearing - Business Development: Hold a public hearing for the City Council to consider the creation of a Public Improvement District for Northwest Passage, which covers a portion of an area in the City of Lubbock, Lubbock County, Texas, generally bounded by Frankford Avenue on the west, Quaker Avenue on the east, Kent Avenue and Highway 84 on the north, and Marshall Avenue on the south.

Item Summary

The purpose of this public hearing is to present information to the City Council regarding the advisability of establishing a Public Improvement District (PID) pursuant to Chapter 372 of the Texas Local Government Code, and to provide an opportunity for property owners in the proposed district to speak in favor of, or in opposition to, the creation of a PID.

The proposed PID is for the purposes of financing improvements and services related to:

(i) the design, construction and maintenance of parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, bridges, walkways, lighting, benches, trash receptacles and similar items located therein along with all necessary grading, drainage and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscaping and irrigation; the design, construction and maintenance of water features such as lakes, ponds and fountains; distinctive lighting and signs; construction and improvement of pedestrian malls, passages or pathways including pedestrian bridges; design, construction and improvement of vehicular bridges and low water crossings; design, construction and improvement of community meeting halls or similar buildings; design, construction and improvement of community monuments, towers, and other amenity-type structures; acquisition and installation of art work; design, acquisition, installation and improvement of telecommunication and similar technology systems; and special supplemental services as defined in the Act, together with related permits and licenses

(ii) payment of costs associated with developing and financing the public improvements listed in subdivision (i) including costs of issuing bonds and funding debt service and capitalized interest reserves for such bonds and costs of establishing, administering and operating the District

The District shall prioritize its expenditures as follows:
(1) design, construction, maintenance, and financing for drainage improvements; then
(2) design, construction, maintenance, and financing for park improvements; then
(3) selection, acquisition, and maintenance for public art; then
(4) all other allowable improvements and related expenditures.

The District is to supplement and enhance services within the District, but not replace or supplant existing City services provided within the District.

The Northwest Passage PID will be a defined assessment area providing specific types of services for a given area. The City Council approved the calling of a Public Hearing at the August 24, 2021 City Council Meeting. A notice of Public Hearing was published in the Lubbock Avalanche Journal, and notices were mailed to the property owners on Friday, August 27, 2021, as required by the statute.

As a reminder, the City of Lubbock received a petition from property owners requesting that the City of Lubbock establish a PID for the proposed Northwest Passage development area. The area covers approximately 476.102 acres. PID establishment can only be initiated by a petition of property owners meeting two tests outlined in the statute. The petition must be signed by:

(a) Owners representing more than 50% of the appraised value of the taxable real property liable for assessment; and
(b) Record owners of property liable for assessment under the PID petition who:
    1. Constitute more than 50% of all the record owners of property liable for assessment and
    2. Own taxable real property that constitutes more than 50% of the area liable for assessment within the PID.

The petition received by the City of Lubbock was signed by authorized agents of NWP EB-5 Project, LLC, owners of 100% of the total appraised value for the area and 100% of the total land area contained in the proposed PID. The petition was examined, verified, and found to meet the requirements of Section 372.005(b) of the Texas Local Government Code and to be sufficient for consideration by the City of Lubbock.

The owner of the property submitting the petition paid the application fee of $5,000, which should cover the cost of creating the PID, with any remaining money reimbursed to the developer. If the cost of creating the PID exceeds $5,000, the developer will reimburse the City for the remaining cost.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Public Hearing Notice
Map

NOTICE OF PUBLIC HEARING FOR THE PROPOSED NORTHWEST PASSAGE PUBLIC IMPROVEMENT DISTRICT

Please take notice that on September 14, 2021, at 5:00 PM, the City Council of Lubbock, Texas, will conduct a public hearing in the City Council Chamber of Citizens Tower at 1314 Avenue K, Lubbock, TX 79401. The purpose of this hearing is to consider the establishment of the Northwest Passage Public Improvement District ("District") pursuant to Chapter 372 of the Texas Local Government Code (The "Act").

All interested persons will be given the opportunity to appear and be heard at such public hearing. Written or oral objections will be considered. The hearing may be adjourned from time to time until the City Council makes findings by ordinance as to the advisability of the District.

The following information is hereby provided concerning the matters to be considered at such hearing:

Nature of the Services and Improvements: The general nature of the proposed public improvements is: (i) the design, construction and maintenance of parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, bridges, walkways, lighting, benches, trash receptacles and similar items located therein along with all necessary grading, drainage and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscaping and irrigation; the design, construction and maintenance of water features such as lakes, ponds and fountains; distinctive lighting and signs; construction and improvement of pedestrian malls, passages or pathways including pedestrian bridges; design, construction and improvement of vehicular bridges and low water crossings; design, construction and improvement of community meeting halls or similar buildings; design, construction and improvement of community monuments, towers, and other amenity-type structures; acquisition and installation of art work; design, acquisition, installation and improvement of telecommunication and similar technology systems; and special supplemental services as defined in the Act, together with related permits and licenses; and (ii) payment of costs associated with developing and financing the public improvements listed in subdivision (i) including costs of issuing bonds and funding debt service and capitalized interest reserves for such bonds and costs of establishing, administering and operating the District. The District shall prioritize its expenditures as follows: (i) design, construction, maintenance, and financing for drainage improvements; then (ii) design, construction, maintenance, and financing for park improvements; then (iii) selection, acquisition, and maintenance for public art; then (iv) all other allowable improvements and related expenditures. The District is to supplement and enhance services within the District, but not replace or supplant existing City services provided within the District.

Estimated Cost of the Services and Improvements: The proposed assessment for the first year is for tax year 2022 which will fund the budget for FY 2022-23. The total estimated cost of services provided by the District is estimated at $516,836 over the next five years. The estimated annual cost rises from $9,000 in the first year to $479,742 in year five (5). The costs are based on a proposed assessment rate of $0.15 per $100.00 of valuation through tax year 2026.

Boundaries: The District is located within the City of Lubbock, Texas. The proposed Northwest Passage Public Improvement District (PID) which covers a portion of an area in the City of Lubbock, Lubbock County, Texas, generally bounded by Frankford Avenue on the west, Quaker Avenue on the east, Kent Avenue and Highway 84 on the north, and Marshall Avenue on the south. A detailed map of the District and a legal description as well as the Assessment Roll is available in the Business Development office, 9th Floor of Citizens Tower, 1314 Avenue K.

Method of Assessment: Properties will be assessed based on the City's "net taxable value" as established by the Lubbock Central Appraisal District. Each assessment will be determined using the formula: (net taxable value divided by 100) multiplied by assessment rate.

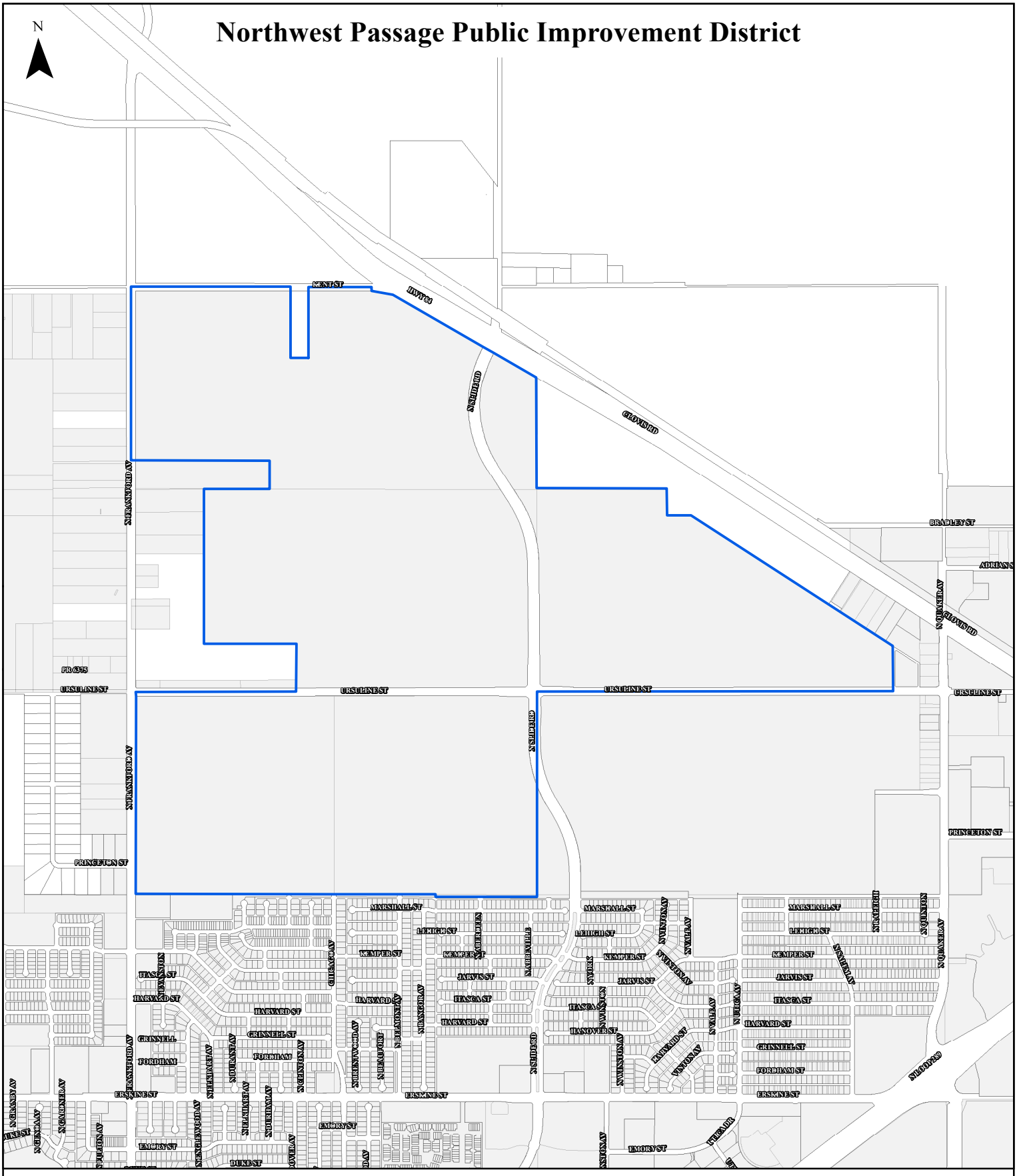
Apportionment of Cost: The District is to supplement and enhance services within the District, but not replace or supplant existing City services provided within the District. One hundred percent of the maintenance of the public

improvements and any construction of new public improvements included in the Service Plan will be funded by the Public Improvement District.

Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at 775-2025 or write to P.O. Box 2000, Lubbock, Texas, 79457, at least 48 hours in advance of the public hearing.

Any questions concerning the matters described in this notice should be directed to: **Brianna Gerardi, City of Lubbock Business Development Department at 775-3082.**

Northwest Passage Public Improvement District



8/13/2021

Proposed PID Boundary

Parcels

Lot-Block Lines

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

0 500 1000 2000 3000 Feet

City of Lubbock TEXAS

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

Meeting Date: 09/14/2021

Information

Agenda Item

Resolution - Business Development: Consider a resolution making findings and authorizing establishment of the Northwest Passage Public Improvement District, which covers a portion of an area in the City of Lubbock, Lubbock County, Texas, generally bounded by Frankford Avenue on the west, Quaker Avenue on the east, Kent Avenue and Highway 84 on the north, and Marshall Avenue on the south.

Item Summary

The City of Lubbock received a petition from property owners requesting that the City of Lubbock establish a Public Improvement District (PID) for the proposed Northwest Passage development area. The area covers approximately 476.102 acres. PID establishment can only be initiated by a petition of property owners meeting two tests outlined in the statute. The petition must be signed by:

(a) Owners of taxable real property representing more than 50% of the appraised value of the taxable real property liable for assessment; and
(b) Record owners of property liable for assessment under the PID petition who:
    1. Constitute more than 50% of all the record owners of property liable for assessment under the proposal: or
    2. Own taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under the proposal.

The petition received by the City of Lubbock was signed by authorized agents of property owners of 100% of the total appraised value for the area and 100% of the total land area contained in the proposed PID. The petition has been examined, verified, and found to meet the requirements of Section 372.005(b) of the Texas Local Government Code and to be sufficient for consideration by the City of Lubbock.

The Northwest Passage PID is a defined assessment area providing specific types of services for a given area. The purpose of the Northwest Passage PID will be:

(i) the design, construction and maintenance of parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, bridges, walkways, lighting, benches, trash receptacles and similar items located therein along with all necessary grading, drainage and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscaping and irrigation; the design, construction and maintenance of water features such as lakes, ponds and fountains; distinctive lighting and signs; construction and improvement of pedestrian malls, passages or pathways including pedestrian bridges; design, construction and improvement of vehicular bridges and low water crossings; design, construction and improvement of community meeting halls or similar buildings; design, construction and improvement of community monuments, towers, and other amenity-type structures; acquisition and installation of art work; design, acquisition, installation, and improvement of telecommunication and similar technology systems; and special supplemental

services defined in the Act, together with related permits and licenses; and

(ii) payment of costs associated with developing and financing the public improvements listed in subdivision (i) including costs of establishing, administering and operating the District.

The District shall prioritize its expenditures as follows:

1. Design, construction, maintenance, and financing for drainage improvements; then
2. Design, construction, maintenance, and financing for park improvements; then
3. Selection, acquisition, and maintenance for public art; then
4. All other allowable improvements and related expenditures.

The owner of the property submitting the petition paid the application fee of $5,000, which should cover the cost of creating the Public Improvement District, with any remaining money reimbursed to the Developer. If the cost of creating the Public Improvement District exceeds $5,000, the Developer will reimburse the City for the remaining cost.

One of the statutory requirements for establishing the Public Improvement District is that the City Council hold a Public Hearing regarding the advisability of creating the District. A notice of Public Hearing was published in the Lubbock Avalanche Journal, and notices were mailed to the property owners on Friday, August 27, 2021, as required by the statute.

Pursuant to Chapter 372 of the Texas Local Government Code, this Resolution illustrates the following findings:

1. The advisability of the services;
2. The nature of the services;
3. The estimated cost of the services;
4. The boundaries of the public improvement district;
5. The method of assessment; and
6. The apportionment of costs between the district and the municipality as a whole.

The City Council is required to make these findings in order to create the PID.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution

Exhibits 1-2

Exhibit 3

RESOLUTION

A RESOLUTION OF THE CITY OF LUBBOCK, TEXAS, APPROVING AND AUTHORIZING THE CREATION OF THE NORTHWEST PASSAGE PUBLIC IMPROVEMENT DISTRICT

WHEREAS, the City Council (the "Council") of the City of Lubbock (the "City") has received a petition (the "Petition") with signatures from the record owners of taxable real property representing more than fifty percent (50%) of the appraised value of an area within the City as determined by the most recent certified appraisal roll of the Lubbock Central Appraisal District, and owners of more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the area covered by the Petition; and

WHEREAS, the Petition requests that the City establish a public improvement district according to Chapter 372 of the Texas Local Government Code for the general purpose of financing improvements and services related to:

(a) The design, construction and maintenance of parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, bridges, walkways, lighting, benches, trash receptacles and similar items located therein along with all necessary grading, drainage and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscaping and irrigation; the design, construction and maintenance of water features such as lakes, ponds and fountains; distinctive lighting and signs; construction and improvement of pedestrian malls, passages or pathways including pedestrian bridges; design, construction and improvement of vehicular bridges and low water crossings; design, construction and improvement of community meeting halls or similar buildings; design, construction and improvement of community monuments, towers, and other amenity-type structures; acquisition and installation of art work; design, acquisition, installation, and improvement of telecommunication and similar technology systems; and special supplemental services defined in the Act, together with related permits and licenses; and

(b) Payment of costs associated with developing and financing the public improvements listed in subdivision including costs of establishing, administering and operating the District; and

(c) The District shall prioritize its expenditures as follows: (i) design, construction, maintenance, and financing for drainage improvements; then (ii) design, construction, maintenance, and financing for park improvements; then (iii) selection, acquisition, and maintenance for public art; then (iv) all other allowable improvements and related expenditures; and

WHEREAS, the Petition, a copy of which has been attached to and made a part of this Resolution as "Exhibit 1", was examined, verified, found to meet the requirements of Section 372.005(b) of the Texas Local Government Code, and accepted by the City Council; and

WHEREAS, the Petition covers property within an area generally bounded by Frankford Avenue on the west, Quaker Avenue on the east, Kent Avenue and Highway 84 on the north, and Marshall Avenue on the south, with such property being the development known as Northwest Passage, and a description and depiction of the property covered by the Petition is attached hereto and made a part of this Resolution as "Exhibit 2"; and

WHEREAS, notice of the public hearing was published in the Lubbock Avalanche-Journal, a daily paper of general circulation in the City, such publication date being before the fifteenth (15th) day before the date of the public hearing, stating the time and place of the public hearing, the general nature of the services, the estimated cost of the services, the boundaries of the proposed public improvement district, the method of assessment, and the apportionment of cost between the public improvement district and the City; and

WHEREAS, before the fifteenth (15th) day before the date of the public hearing, written notice of the proposed public improvement district was mailed to the current addresses of the record owners, as reflected on the most recent certified appraisal roll of the Lubbock Central Appraisal District, of property subject to assessment under the proposed public improvement district; and

WHEREAS, the public hearing was convened at the time and place mentioned in the published notice, on the fourteenth (14th) day of September, 2021, at five (5:00) p.m., at Citizen's Tower, located at 1314 Avenue K, Lubbock, Texas; and

WHEREAS, in accordance with the published and mailed notices, the Council called the public hearing and heard public comment from interested persons speaking in favor or opposition to the proposed public improvement district and the Council heard a report by City staff on the advisability of the proposed public improvement district and its benefits to the City and to the property within the boundaries of the proposed public improvement district; and

WHEREAS, the proponents of the proposed public improvement district offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the proposed public improvement district, and opponents of the public improvement district were given the opportunity to appear to contest authorization of the proposed public improvement district, after which the Council closed the hearing; and **NOW THEREFORE:**

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

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

SECTION 2: THAT after conducting a public hearing, examining evidence, and hearing testimony, the City Council finds and determines the following:

(a) That the public hearing on the advisability of authorizing the Northwest Passage Public Improvement District has been properly called, held, and conducted and that notice of such hearing has been published and mailed as required by law and delivered to the current address of the owners of property subject to assessment under the Northwest Passage Public Improvement District; and

(b) That authorization of the Northwest Passage Public Improvement District with boundaries depicted and described in "Exhibit 2" is advisable and will result in benefits to the City, its residents, and the property owners in the Northwest Passage Public Improvement District for the general purpose of financing improvements and services related to:

(a) The design, construction and maintenance of parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, bridges, walkways, lighting, benches, trash receptacles and similar items located therein along with all necessary grading, drainage and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscaping and irrigation; the design, construction and maintenance of water features such as lakes, ponds and fountains; distinctive lighting and signs; construction and improvement of pedestrian malls, passages or pathways including pedestrian bridges; design, construction and improvement of vehicular bridges and low water crossings; design, construction and improvement of community meeting halls or similar buildings; design, construction and improvement of community monuments, towers, and other amenity-type structures; acquisition and installation of art work; design, acquisition, installation, and improvement of telecommunication and similar technology systems; and special supplemental services defined in the Act, together with related permits and licenses; and

(b) Payment of costs associated with developing and financing the public improvements listed in subdivision including costs of establishing, administering and operating the District; and

(c) The District shall prioritize its expenditures as follows: (i) design, construction, maintenance, and financing for drainage improvements; then (ii) design, construction, maintenance, and financing for park improvements; then (iii) selection, acquisition, and maintenance for public art; then (iv) all other allowable improvements and related expenditures; and

(c) That the total estimated cost of services and improvements to be paid by the assessment generated within the Northwest Passage Public Improvement District through Fiscal Year 2025-26 is approximately five hundred sixteen thousand eight hundred thirty six dollars ($516,836) (the "Costs"), with such Costs being described in "Exhibit 3" attached to and made a part of this Resolution; and

(d) That the Costs will be paid by the proposed assessment rate of fifteen cents ($0.15) per one hundred dollars ($100) of valuation of property within the Northwest Passage Public Improvement District through Fiscal Year 2025-26, with such proposed assessment being described in "Exhibit 3"; and

(e) That as to the apportionment of the Costs between the Northwest Passage Public Improvement District and the City, all the Costs will be paid by the Northwest Passage Public Improvement District through assessments on the property within the boundaries of the Northwest Passage Public Improvement District.

SECTION 3: THAT subject to Chapter 372 of the Texas Local Government Code, the City Council hereby authorizes a public improvement district over the area depicted and described in "Exhibit 2" and such public improvement district shall be identified as the Northwest Passage Public Improvement District, City of Lubbock, Texas.

SECTION 4: THAT the City Council hereby creates the Northwest Passage Public Improvement District Advisory Board for the Northwest Passage Public Improvement District. The Northwest Passage Public Improvement District Advisory Board shall act as an advisory board of the City of Lubbock, and shall initially be composed of five (5) members, each of whom will represent a developer of the property within the Northwest Passage Public Improvement District. The Northwest Passage Public Improvement District Advisory Board shall follow any and all rules, regulations, policies, and procedures related to City of Lubbock advisory boards and the Criteria and Guidelines for Public Improvement Districts. The initial members of the Advisory Board for the Northwest Passage Public Improvement District shall serve a two (2) year term. The City Council may extend the term of the initial governing board beyond two (2) years. The initial Advisory Board of the Northwest Passage Public Improvement District will provide recommendations to the City Council on all matters related to the initial development of the Northwest Passage Public Improvement District, including matters related to the Costs and to the assessments on properties located within the Northwest Passage Public Improvement District. Upon the end of the term of the initial Advisory Board members of the Northwest Passage Public Improvement District, an election will be held for the Northwest Passage property owners to vote on each of the five seats. Once an election has taken place, the City Council will appoint the members of the Northwest Passage Public Improvement District Advisory Board. The PID Board shall adopt and be governed by a set of bylaws that, among other things, direct the PID Board as to its membership, its purpose, and its procedure for conducting business related to the Northwest Passage Public Improvement District.

SECTION 5: THAT the notice of this authorization for the Northwest Passage Public Improvement District shall be published in a newspaper of general circulation within the City of Lubbock, Texas and Lubbock County, Texas.

SECTION 6: THAT if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

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

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Brianna Gerardi, Director of Business Development

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

EXHIBIT 1

CITY OF LUBBOCK §

COUNTY OF LUBBOCK §

STATE OF TEXAS §

CERTIFICATION OF SUFFICIENT PETITION

I hereby certify, in the performance of the functions of my office, that the attached petition, from property owners requesting the City of Lubbock establish a Public Improvement District (PID) for the proposed Northwest Passage development, has been verified and is sufficient. And, that Public Improvement Districts can only be initiated by a petition of property owners who meet a value test and an area test, pursuant to Texas Local Government Code, Sec. 372.005 (b). And, the statutory two test requirement was met: (1) petition is signed by the owners of taxable real property representing more than 50% of the appraised value of the taxable real property liable for assessment by the current roll of the appraisal district (August 11, 2021), in the area known as Northwest Passage, as shown on the attached map; the petitioners own 100% of the area within the proposed Northwest Passage PID; (2) petition must be signed by the record owners of property that constitute more than 50% of the number of record owners or the record owners of more than 50% of the area within the PID; the petitioners own 100% of the total area within the proposed Northwest Passage PID area.

I further certify that I am the City Secretary of the City of Lubbock, that said documents appear of record in my office, I have legal custody of said record, and that I am a lawful possessor and keeper and have legal custody of the records in said office.

In witness whereof I have hereunto set my hand and affixed the official seal of said office the 13th day of August, 2021.

(City Seal)

Rebecca Garza
City Secretary
City of Lubbock
Lubbock County, State of Texas

Date: August 12, 2021

To: Becky Garza, City Secretary

From: Cheryl Brock, Director of Financial Planning and Analysis

CC: Blu Kostelich, Chief Financial Officer

Re: Northwest Passage Public Improvement District Petition

Recently, the City of Lubbock received petitions from Property Owners requesting the City of Lubbock establish a Public Improvement District (PID) for the proposed Northwest Passage development shown on the attached map. PID establishment can only be initiated by a petition of property owners who meet two tests outlined in the state statute.

The first test is that the petition is sufficient if signed by the owners of taxable real property representing more than 50 percent of the appraised value of the taxable real property liable for assessment by the current roll of the appraisal district (August 11, 2021). Since the petitioners, own 100 percent of the taxable real property value within the boundary, the petition passes the value test.

The second test is that the petition must be signed by the record owners of property that constitute more than 50 percent of the number of record owners or the record owners of more than 50 percent of the area within the PID. The petitioners own 100 percent of the total area within the proposed Northwest Passage PID area so they pass the area test.

The notarized signature on the Northwest Passage petitions were validated by a visual review and owners on the petitions were verified against the current tax roll received from Lubbock Central Appraisal District by the Financial Planning and Analysis Department and reviewed by GIS and Data Services.

EXHIBIT 1

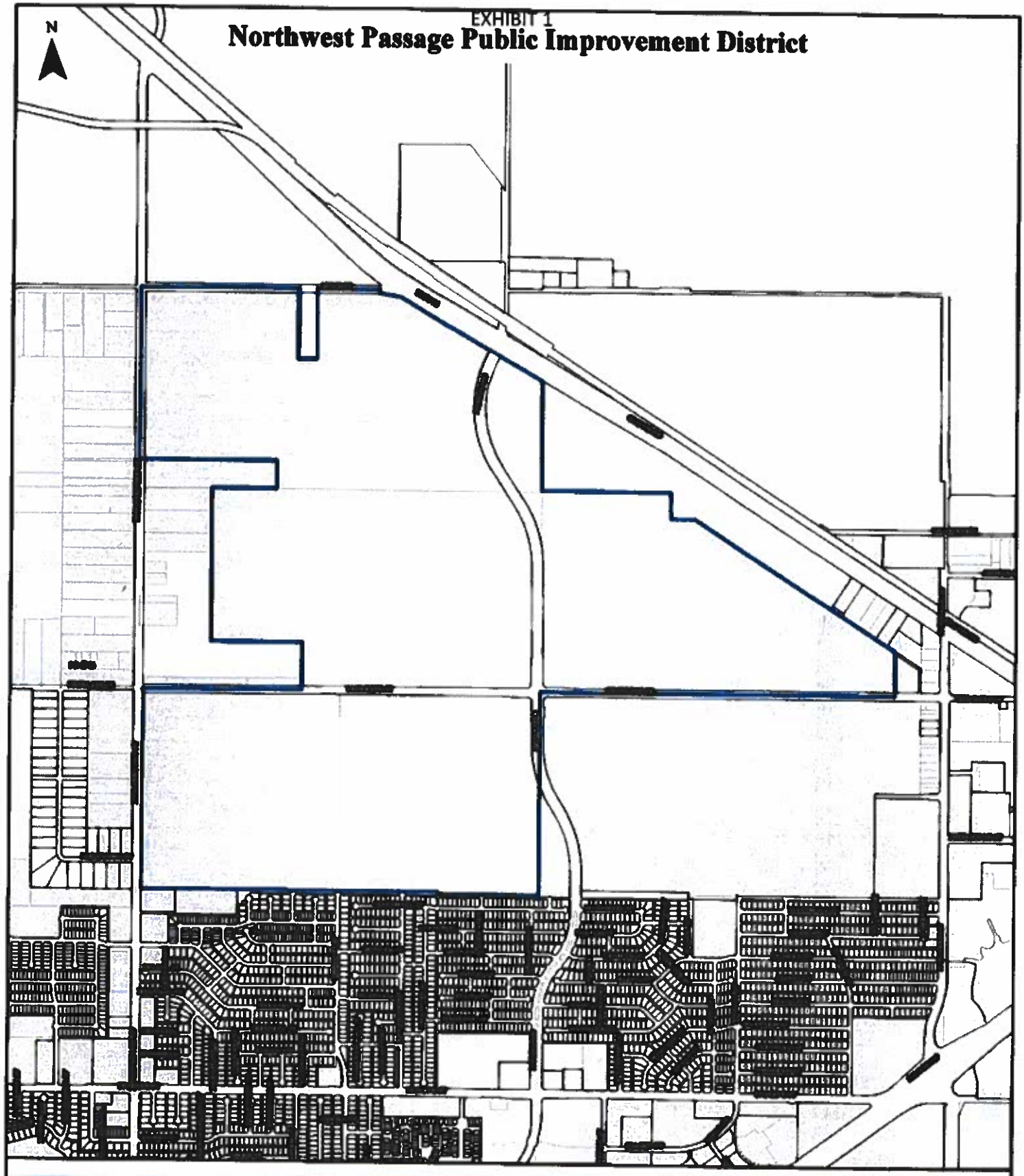
Northwest Passage PID Projected Assessment Roll

LCAD Roll 8-11-21

Property ID	Owner Name	Owner Address	Property Address	Legal Description	Land Size in Acres	2021 Prelim Market Value	2021 Prelim Taxable Value
R63099	NWP EB-5 PROJECT LLC	1500 BROADWAY ST STE 1500 LUBBOCK,TX 79401		BLK JS SEC 11 AB 343 TR A AC: 233.7	233.70	1,168,500	1,168,500
R66307	NWP EB-5 PROJECT LLC	1500 BROADWAY ST STE 1500 LUBBOCK,TX 79401		BLK A SEC 14 AB 861 TR A OF S/ 2 ACS: 206.14	206.14	1,030,700	1,030,700
R82421	NWP EB-5 PROJECT LLC	1500 BROADWAY ST STE 1500 LUBBOCK,TX 79401	S601 URSULINE ST, LUBBOCK, TX 79416	BLK JS SEC 6 AB 1492 TR A & A1OF NW/4 AC: 152.606	152.61	757,939	757,939
R82485	NWP EB-5 PROJECT LLC	1500 BROADWAY ST STE 1500 LUBBOCK,TX 79401	S201 URSULINE ST, LUBBOCK, TX 79416	BLK JS SEC 6 AB 1516 TR B ACS: 154.12	154.12	770,600	770,600
R63214	NWP EB-5 PROJECT LLC	1500 BROADWAY ST STE 1500 LUBBOCK,TX 79401	S521 N CR 2000	BLK JS SEC 11 AB 343 TR B AC:245.49	245.49	1,273,930	1,273,930
					992.06	5,001,669	5,001,669

EXHIBIT 1

Northwest Passage Public Improvement District



8/13/2021

Proposed PID Boundary

Parcels

Lot-Block Lines

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

0 500 1000 2000 3000 Feet

City of Lubbock TEXAS

EXHIBIT 1

McDougal
COMPANIES

June 28, 2021

Cheryl Brock
City of Lubbock, TX
PO Box 2000
Lubbock, TX 79457

RE: Northwest Passage Public Improvement District

Dear Mrs. Brock:

Northwest Passage is a commercial development within the city limits of the City of Lubbock bound on the west by Frankford Avenue, the East by Quaker Avenue and the properties fronting on it, the North by Kent Avenue and the properties fronting on US Highway 84, and the South by the alley north of Marshall Avenue.

We are proposing to create a Public Improvement District (PID) to maintain the public improvements for Northwest Passage. This letter addresses the remaining petition requirements from the PID Policies and Guidelines.

1. *Assurance of long-term backing and support from the developer*: The developer commits to long-term backing and support of the PID through service on the PID Advisory Board, a proposed contract with the PID/City for acquisition of certain lands committed to improvements, and payment of PID assessments.

2. *Procedures for Nomination of PID Advisory Board which will make recommendations to the City Council on the annual budget and long-term plans:* The PID Advisory Board will be nominated by the property owners in the PID, by area.

3. *Benefits of the PID to the affected property owners and to the City as a whole:* The PID will benefit the affected property owners and the City of Lubbock by ensuring a well-maintained quality mixed-use development, creation of and maintenance of stormwater drainage (in conjunction with proposed City improvements of storm sewer from Quaker Avenue to an acceptable outfall to the north or east, creation of and maintenance of greenspace, and other acceptable PID improvements and expenditures.

4. *Description of city-owned land within the district:* Other than ROW and easement rights for utilities (and improvements in those), there are currently no city-owned properties within the boundaries of the PID. However, the City has improvements adjacent to the PID, including water treatment and an LP&L substation.

5. *Draft PID operating budget listing estimated operating costs, maintenance costs, and administrative costs:* Attached as Exhibit D.

6. *The proposed method of assessment:* The assessment will be assessed per $100 valuation (other methods could be per square foot of the property.)

7. *Documentation of adequate developer/contractor liability insurance regarding construction of improvements:* Documentation of adequate liability insurance has been provided to the city.

8. *Statement that the petitioners understand that the annual budget for the PID is subject to review by City staff and the Lubbock City Council:* The property owners that have signed the attached petition are aware that the annual budget is subject to review by City staff and must be approved by the Lubbock City Council.

Please let us know if there is additional information required that has not been submitted with the petition.

Marc McDougal
McDougal Companies

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO FINANCE IMPROVEMENTS TO *NORTHWEST PASSAGE*

THE STATE OF TEXAS §
CITY OF LUBBOCK §

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LUBBOCK:

The undersigned petitioners (the "Petitioners"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), request that the City of Lubbock create a public improvement district (the "District") in the territory described in Exhibit A attached hereto (the "Land") within the City of Lubbock, Texas (the "City"), and in support of this petition the Petitioners would present the following:

Section 1. Standing of Petitioners. In compliance with the requirements of Texas Local Government Code, Section 372.005(b), as determined by the current roll of the Lubbock Central Appraisal District, the Petitioners constitute: (i) the owners of taxable real property representing all of the appraised value of real property liable for assessment under the proposal described herein, and (ii) the record owners of taxable real property that constitutes all of the area of all taxable real property that is liable for assessment under such proposal.

Section 2. General nature of the proposed public improvements. The general nature of the proposed public improvements is: (i) the design, construction and maintenance of parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, bridges, walkways, lighting, benches, trash receptacles and similar items located therein along with all necessary grading, drainage and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscaping and irrigation; the design, construction and maintenance of water features such as lakes, ponds and fountains; distinctive lighting and signs; construction and improvement of pedestrian malls, passages or pathways including pedestrian bridges; design, construction and improvement of vehicular bridges and low water crossings; design, construction and improvement of community meeting halls or similar buildings; design, construction and improvement of community monuments, towers, and other amenity-type structures; acquisition and installation of art work; design, acquisition, installation and improvement of telecommunication and similar technology systems; and special supplemental services as defined in the Act, together with related permits and licenses; and (ii) payment of costs associated with developing and financing the public improvements listed in subdivision (i) including costs of issuing bonds and funding debt service and capitalized interest reserves for such bonds and costs of establishing, administering and operating the District. The District shall prioritize its expenditures as follows: (i) design, construction, maintenance, and financing for drainage improvements; then (ii) design, construction, maintenance, and financing for park improvements; then (iii) selection, acquisition, and maintenance for public art; then (iv) all other allowable improvements and related expenditures.

Section 3. Estimated cost of the proposed public improvements: $10,000,000.

Section 4. Boundaries. The proposed boundaries of the District are described on Exhibit A.

Section 5. Method of assessment. An assessment methodology will be prepared that will address (i) how the costs of the public improvements financed with the assessments are assessed against the property in the District, (ii) the assessments to be collected each year, (iii) provisions providing for the prepayment of the assessments at the option of the owner of any parcel, (iv) the reallocation of the assessment on the subdivision of a parcel, and (v) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District) and repayment of bonds issued to finance the public improvements. Additionally, a report will be prepared showing the special benefits accruing to property in the District and how the costs of the public improvements are assessed to property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

In assessing the costs of the public improvements, property will be classified based on the use of the public improvements. For example, larger homes may generate more use of the public improvements than smaller homes. Accordingly, there may be a classification of property on the basis of the size or type of homes that may be built on a parcel. Costs may also be assessed on the basis of the value of the property, or on a combination of size or type of house and value of property. Property may also be classified on the basis of the location of the property within the District, if some sections of the District receive more public improvements or public improvements of greater cost than other sections of the District.

The assessment methodology will result in each parcel paying its fair share of the costs of the public improvements provided with the assessments based on the special benefits received by the property from the public improvements and property equally situated paying equal shares of the costs of the public improvements.

Section 6. Apportionment of Cost between the City and the District. The City will not be obligated to provide any funds to finance the proposed public improvements. All of the costs of the proposed public improvements will be paid by assessments of the property within the District and from other sources of funds, if any, available to the developer of the Land.

Section 7. Management of the District. To the extent allowed by law, the City may contract with either a non-profit, or a for-profit organization, including a Public Facilities Corporation created by the City pursuant to Chapter 303, Texas Local Government Code, to carry out all or a part of the responsibilities of managing the District, including the day-to-day management and administration of the District.

Section 8. Advisory board. An advisory board will be established to develop and recommend an improvement plan to the City Council of the City (the "City Council"). The PID Advisory Board will be nominated by the property owners in the PID, by area, and approved by the City Council.

This petition will be filed with the City Secretary in support of the creation of the District by the City Council as herein provided.

[Signature on following page]

EXHIBIT 1

PETITIONER:

NWP EB-5 Project, LLC
a Texas limited liability company

By: _____
Marc McDougal, Manager

By: _____
Mont McClendon, Manager

Signature Page for Petition

THE STATE OF TEXAS §
COUNTY OF LUBBOCK §

On this, the 29th day of July, 2021, before me, the undersigned Notary Public, personally appeared **Marc McDougal and Mont McClendon,** who acknowledged that they are the sole members and Managers of **NWP EB-5 Project, LLC,** and that they, in such capacity, being duly authorized so to do, executed the foregoing petition for the purposes therein contained by signing their names in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Donna Combs
Notary Public Signature

DONNA COMBS
Notary Public, State of Texas
Comm. Expires 10-01-2021
Notary ID 6516647

EXHIBIT A

The Land

Tract 1 (Northwest Quadrant):

METES AND BOUNDS DESCRIPTION of a 476.102-acre tract located in Section 11, Block JS, Abstract 343, Lubbock County, Texas, being a portion of that 727.417-acre tract described in Volume 10351, Page 176, Official Public Records of Lubbock County, Texas (OPRLCT), said 476.102-acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set in a West line of that 17.40-acre street right-of-way dedication as described in County Clerk File Number (CCFN) 2012043729, OPRLCT, having a grid coordinate of N-7289808.60, E-926282.74, Texas Coordinate System of 1983, North-Central Zone, which point bears N. 88°14'14" W. a distance of 548.88 feet from a broken nail found at the common corner of Sections 11, 6, and 5, all in Block JS, and Section 14, Block A, Lubbock County, Texas;

THENCE N. 88°14'14" W, along the South line of said Section 11 and the North line of said Section 6, same being a South line of said 727.417-acre tract a distance of 2580.70 feet to a 1/2" iron rod found at the Southeast corner of that property conveyed to Elizabeth Montalvo in Volume 6202, Page 313, OPRLCT and a corner of said 727.417-acre tract;

THENCE N. 01°43'53" E., along a line of said 727.417-acre tract and an East line of said Montalvo property, at 50.00 feet pass the North right-of-way line of Ursuline Street as described in Volume 1213, Page 346, OPRLCT, continuing for a total distance of 625.08 feet to a metal fence post found at a corner of said 727.417-acre tract and the most Easterly Northeast corner of said Montalvo property;

THENCE N. 88°13'31" W., along a line of said 727.417-acre tract and a North line of said Montalvo property a distance of 1204.98 feet to a metal fence post found at a corner of said 727.417-acre tract and an "ell" corner of said Montalvo property;

THENCE N. 01°47'44" E., along a line of said 727.417-acre tract and an East line of said Montalvo property and the East lines of those tracts described in Volume 8455, Page 307, Volume 4150, Page 74, and Volume 4150, Page 76, OPRLCT, a distance of 2014.64 feet to a fence post found in the South line of that 14.809-acre tract described in Volume 9594, Page 191, OPRLCT, at an "ell" corner of said 727.417-acre tract;

THENCE S. 88°14'37" E., along a line of said 727.417-acre tract and the South line of said 14.809-acre tract a distance of 796.21 feet to a 1/2" iron rod with cap (Newton) found at a corner of said 727.417-acre tract and the Southeast corner of said 14.809-acre tract;

THENCE N. 01°43'22" E., along a line of said 727.417-acre tract and the East line of said 14.809-acre tract a distance of 369.94 feet to a 1/2" iron rod with cap (Newton) found at a corner of said 727.417-acre tract and the Northeast corner of said 14.809-acre tract;

THENCE N. 88°14'23" W., along a line of said 727.417-acre tract and the North line of said 14.809-acre tract, at 1682.32 feet pass the East right-of-way line of Frankford Avenue (FM 2528) as described in Volume 1012, Page 465, OPRLCT, continuing for a total distance of 1742.32 feet to a cotton spindle found in the West line of said Section 11, at a corner of said 727.417-acre tract and the Northwest corner of said 14.809-acre tract;

THENCE N. 01°44'18" E., along the West line of said Section 11 and a West line of said 727.417-acre tract a distance of 2269.05 feet to a cotton spindle found at the Northwest corner of said Section 11 and the Northwest corner of said 727.417-acre tract;

THENCE S. 88°05'04" E., along a North line of said 727.417-acre tract and the North line of said Section 11 a distance of 2080.26 feet to a 40-penny nail found at a corner of said 727.417-acre tract and the Northwest corner of that 5-acre tract described in Volume 7040, Page 170, OPRLCT;

THENCE S. 01°55'34" W., along a line of said 727.417-acre tract and the West line of said 5-acre tract, at 50.00 feet pass the South right-of-way line of Kent Street as described in Volume 1012, Page 563, OPRLCT, continuing for a total distance of 926.74 feet to a 3/8" iron rod found at the Southwest corner of said 5-acre tract and a corner of said 727.417-acre tract;

THENCE S. 88°03'33" E., along a line of said 727.417-acre tract and the South line of said 5-acre tract a distance of 234.68 feet to a 1/2" iron rod with cap (RPLS 4579) found at the Southeast corner of said 5-acre tract and a corner of said 727.417-acre tract;

THENCE N. 01°56'30" E., along the East line of said 5-acre tract and a line of said 727.417-acre tract, at 876.85 feet pass the South right-of-way line of said Kent Street, continuing for a total distance of 926.85 feet to a 60-penny nail found in the North line of said Section 11 and a North line of said 727.417-acre tract at the Northeast corner of said 5-acre tract;

THENCE S. 88°05'04" E., along the North line of said Section 11 and a North line of said 727.417-acre tract a distance of 819.69 feet to a concrete nail found in the Southwesterly right-of-way line of U.S. Highway 84 (Clovis Road) at a corner of said 727.417-acre tract;

THENCE S. 01°57'08" W., along said Southwesterly right-of-way line and a line of said 727.417-acre tract a distance of 50.00 feet to a 1/2" iron rod with cap (Newton) found;

THENCE S. 77°32'31" E., continuing along said right-of-way and a line of said 727.417-acre tract a distance of 283.34 feet to a concrete right-of-way marker found;

THENCE S. 58°11'23" E., continuing along said right-of-way and a line of said 727.417-acre tract a distance of 1353.47 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found in the West right-of-way line of Slide Road, same being the West line of said 17.40-acre tract;

THENCE Southeasterly, along said right-of-way line, along a curve to the left, said curve having a radius of 1575.00 feet, a central angle of 61°23'03", a chord bearing of S. 00°16'32" E., a chord distance of 1607.84 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of tangency;

THENCE S. 30°58'04" E., continuing along said right-of-way line a distance of 534.62 feet to a 1/2" iron rod found at a point of curvature;

THENCE Southeasterly, continuing along said right-of-way line, along a curve to the right, said curve having a radius of 1425.00 feet, a central angle of 32°18'04", a chord bearing of S. 14°49'02" E., a chord distance of 792.76 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of tangency;

THENCE S. 01°20'00" W., continuing along said right-of-way line a distance of 1180.93 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection;

THENCE S. 04°11'44" W., continuing along said right-of-way line a distance of 200.25 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection;

THENCE S. 01°20'00" W., continuing along said right-of-way line a distance of 208.00 feet to a 1/2" iron rod found at a point of intersection;

THENCE S. 46°32'53" W., continuing along said right-of-way line a distance of 42.27 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection in the North right-of-way line of Ursuline Street;

THENCE N. 88°14'14" W., continuing along said right-of-way line a distance of 397.10 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE S. 01°45'46" W., continuing along said right-of-way line, at 5.00 feet pass the North right-of-way line of Ursuline Street as described in Volume 1213, Page 346, OPRLCT, continuing for a total distance of 55.00 feet to the Point of Beginning.

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

Distances and areas are surface, U.S. Survey Feet.

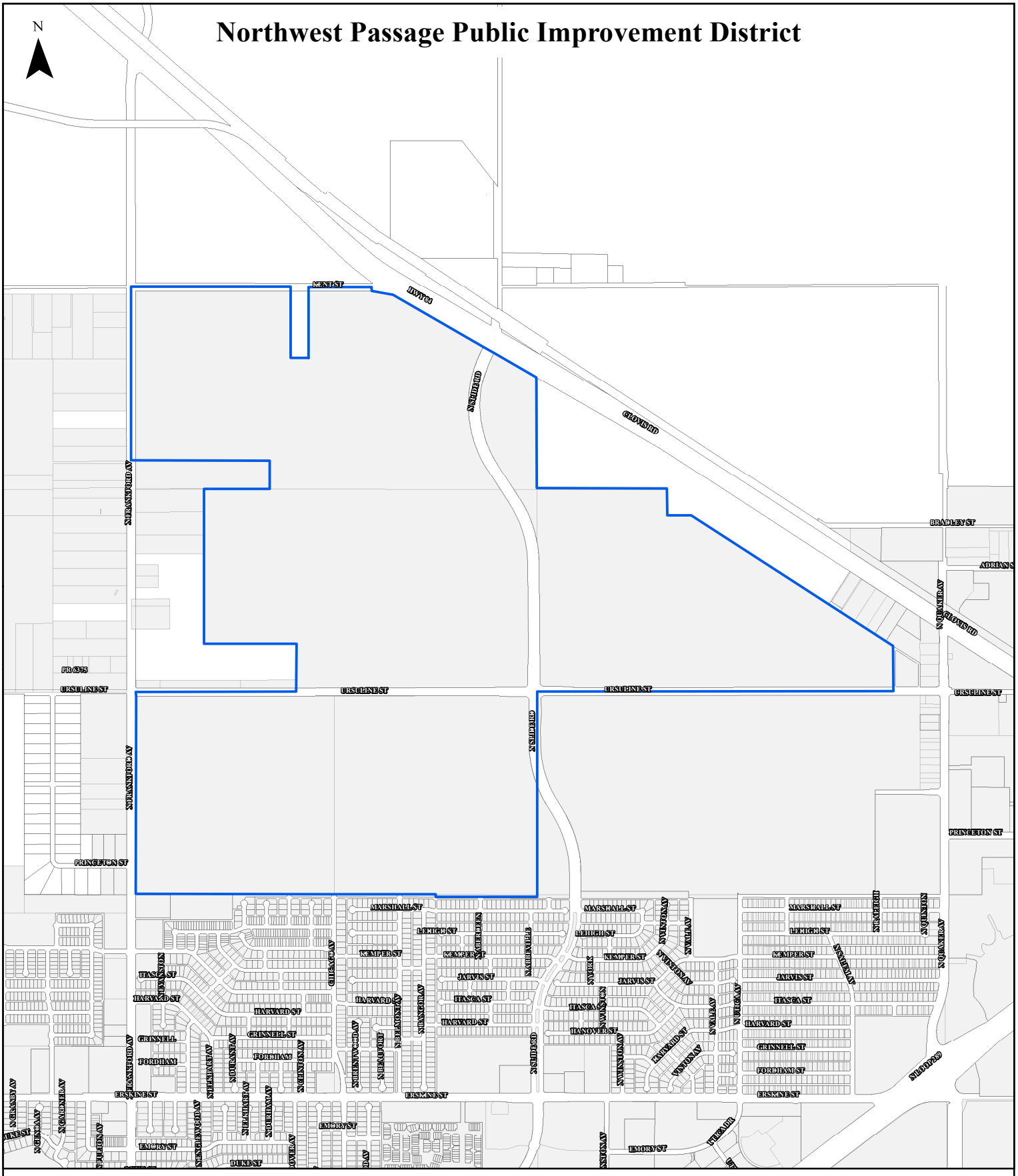
Tract 2 (Northeast Quadrant):

METES AND BOUNDS DESCRIPTION of a 230.125-acre tract located in Sections 11, Block JS, Abstract 343, and Section 14, Block A, Abstracts 861 and 1332, Lubbock County, Texas, being a portion of that 727.417-acre tract described in Volume 10351, Page 176, Official Public Records of Lubbock County, Texas (OPRLCT), and a portion of that 286.14-acre tract described in Volume 10351, Page 183, OPRLCT, said 230.125-acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set in an East line of that 17.40-acre street right-of-way dedication as described in County Clerk File Number (CCFN) 2012043729, OPRLCT, having a grid coordinate of N-7289776.71, E-927306.98, Texas Coordinate System of 1983, North-Central Zone, which point bears S. 88°11'41" E. a distance of

EXHIBIT 2

Northwest Passage Public Improvement District


N
KENT ST
I-27 NB
GRIDIRON
CLOVIS RD
N FRANKFORD AVE
BRADLEY ST
N QUAKER AVE
FRC 375
URSULINE ST
PRINCETON ST
MARSHALL ST
LEIGH ST
KEMPER ST
JARVIS ST
HASCA ST
HARVARD ST
GRINNELL ST
FORDHAM ST
ERSKINE ST
EMORY ST
DUKE ST
HANOVER ST
N UNIVERSITY AVE
N COLLEGE AVE
N GLENDALE AVE
N MACKENZIE AVE
N INDIANA AVE
N MCCULLOCH AVE
N MAYFIELD AVE
N MONTREAT AVE
N MONTCLAIR AVE
N MONTREAL AVE
N MONTICELLO AVE
N MONTREAT

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THENCE Southeasterly, along said right-of-way line, along a curve to the left, said curve having a radius of 1575.00 feet, a central angle of 61°23'03", a chord bearing of S. 00°16'32" E., a chord distance of 1607.84 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of tangency;

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THENCE Southeasterly, continuing along said right-of-way line, along a curve to the right, said curve having a radius of 1425.00 feet, a central angle of 32°18'04", a chord bearing of S. 14°49'02" E., a chord distance of 792.76 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of tangency;

THENCE S. 01°20'00" W., continuing along said right-of-way line a distance of 1180.93 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection;

THENCE S. 04°11'44" W., continuing along said right-of-way line a distance of 200.25 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection;

THENCE S. 01°20'00" W., continuing along said right-of-way line a distance of 208.00 feet to a 1/2" iron rod found at a point of intersection;

THENCE S. 46°32'53" W., continuing along said right-of-way line a distance of 42.27 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection in the North right-of-way line of Ursuline Street;

THENCE N. 88°14'14" W., continuing along said right-of-way line a distance of 397.10 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

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476.10 feet from a broken nail found at the common corner of Sections 11, 6, and 5, all in Block JS, and Section 14, Block A, Lubbock County, Texas;

THENCE N. 01°48'19" E., along an East line of said 17.40-acre tract, at 50.00 feet pass the North right-of-way line of Ursuline Street as described in Volume 1213, Page 346, OPRLCT, continuing for a total distance of 55.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a corner of said 17.40-acre tract in the North right-of-way line of Ursuline Street;

THENCE N. 85°19'56" W., along said right-of-way line a distance of 200.25 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 88°11'41" W., continuing along said right-of-way line a distance of 208.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection;

THENCE N. 43°25'50" W., continuing along said right-of-way line a distance of 42.60 feet to a "crow's foot" chiseled in concrete for a point of intersection in the East right-of-way line of Slide Road, same being the East line of said 17.40-acre tract;

THENCE N. 01°20'00" E., along said right-of-way line a distance of 1580.17 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of curvature;

THENCE Northwesterly, continuing along said right-of-way line, along a curve to the left, said curve having a radius of 1575.00 feet, a central angle of 32°18'04", a chord bearing of N. 14°49'02" W., a chord distance of 876.21 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of tangency;

THENCE N. 30°58'04" W., continuing along said right-of-way line a distance of 534.62 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of curvature;

THENCE Northwesterly, continuing along said right-of-way line, along a curve to the right, said curve having a radius of 1425.00 feet, a central angle of 44°23'25", a chord bearing of N. 08°46'22" W., a chord distance of 1076.62 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE Northeasterly, continuing along said right-of-way line, along a curve to the right, said curve having a radius of 1478.85 feet, a central angle of 06°54'41", a chord bearing of N. 20°13'30" E., a chord distance of 178.28 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection;

THENCE Northeasterly, continuing along said right-of-way line, along a curve to the right, said curve having a radius of 1415.00 feet, a central angle of 09°38'59", a chord bearing of N. 25°26'03" E., a chord distance of 238.03 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found in the Southwesterly right-of-way line of U.S. Highway 84 (Clovis Road), in a Northerly line of said 727.417-acre tract;

THENCE S. 58°11'34" E., along said Clovis Road right-of-way line and a Northerly line of said 727.417-acre tract a distance of 644.87 feet to a 1/2" iron rod with cap marked "HUGO REED &

ASSOC" found in the East line of said Section 11 and the West line of said Section 14, at a corner of said 727.417-acre tract

THENCE S. 01°45'00" W., along the East line of said Section 11 and the West line of said Section 14 and a line of said 727.417-acre tract a distance of 1447.24 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a corner of said 727.417-acre tract;

THENCE S. 88°11'29" E., along a line of said 727.417-acre tract a distance of 1696.26 feet to a 5/8" iron rod found at a corner of said 727.417-acre tract;

THENCE S. 01°50'26" W., along a line of said 727.417-acre tract a distance of 333.98 feet to a 1/2" iron pipe found at a corner of said 727.417-acre tract;

THENCE S. 88°08'32" E., along a line of said 727.417-acre tract a distance of 311.55 feet to a chain-link fence post found at a corner of said 727.417-acre tract;

THENCE S. 55°08'25" E., along a line of said 727.417-acre tract a distance of 3142.70 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at the Northwest plat limits of Tract "A", LP&L Northwest Substation Addition as recorded in CCFN 2008042914, OPRLCT;

THENCE S. 01°48'11" W., along said West plat limits, at 541.59 feet pass the North right-of-way line of Ursuline Street as described in Volume 1213, Page 346, OPRLCT, continuing for a total distance of 591.59 feet to a 1/2" iron rod found in the South line of said Section 14 and the South line of said 727.417-acre tract at the Southwest plat limits corner of said Tract "A" and the Southeast corner of this tract;

THENCE N. 88°11'41" W., along the South line of said Section 14 and the South line of said 727.417-acre tract a distance of 4164.33 feet to the Point of Beginning.

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

Distances and areas are surface, U.S. Survey Feet.

Tract 3 (Southwest Quadrant, excluding portion in the North Pointe PID):

METES AND BOUNDS DESCRIPTION of a 318.340-acre being a portion of that 160.139-acre tract located in Section 6, Block JS, Abstract 1492, Lubbock County, Texas, described in Volume 9785, Page 28, Official Public Records of Lubbock County, Texas (OPRLCT), and a portion of that 153.864-acre tract located in Section 6, Block JS, Lubbock County, Texas, Abstract 1516, described in County Clerk File Number (CCFN) 2006043021, and that tract located in said Section 6 described in Volume 10263, Page 222, OPRLCT, and a portion of that 303.29-acre tract located in Section 5, Block JS, Lubbock County, Texas, Abstract 346, described in Volume 10016, Page 135, OPRLCT, said 318.340-acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection in the South right-of-way line of Ursuline Street, same being a line of that 17.40-acre street right-of-way dedication as described in CCFN 2012043729, OPRLCT, having a grid

coordinate of N-7289731.09, E-926687.46, Texas Coordinate System of 1983, North-Central Zone, which point bears N. 88°14'14" W. a distance of 140.88 feet and S. 01°45'46" W. a distance of 65.00 feet from a broken nail found at the common corner of Sections 11, 6, and 5, all in Block JS, and Section 14, Block A, Lubbock County, Texas;

THENCE S. 43°27'07" E., along a line of said 17.40-acre tract a distance of 42.59 feet to an "X" chiseled in concrete set for a point of intersection in the West right-of-way line of Slide Road;

THENCE S. 01°20'00" W., along said West right-of-way line a distance of 574.41 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of curvature;

THENCE Southeasterly, continuing along said right-of-way line, along a curve to the left, said curve having a radius of 1575.00 feet, a central angle of 30°31'25", a chord bearing of S. 13°55'42" E., a chord distance of 829.17 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of tangency;

THENCE S. 29°11'25" E., continuing along said right-of-way line a distance of 179.80 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of curvature;

THENCE Southeasterly, continuing along said right-of-way line, along a curve to the right, said curve having a radius of 1425.00 feet, a central angle of 30°57'31", a chord bearing of S. 13°42'39" E., a chord distance of 760.64 feet to a 1/2" iron rod found at a point of tangency;

THENCE S. 01°46'06" W., continuing along said right-of-way line a distance of 336.59 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set in the North line of a 20-foot alley dedicated by plat of Lots 535-707, North Pointe Addition to the City of Lubbock as recorded in CCFN 2006045605, OPRLCT;

THENCE N. 88°08'27" W., along the North line of said alley a distance of 228.93 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 43°08'27" W., continuing along the North line of said alley a distance of 14.14 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 88°08'27" W., continuing along the North line of said alley a distance of 56.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE S. 46°51'33" W., continuing along the North line of said alley a distance of 14.14 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 88°08'27" W., continuing along the North line of said alley a distance of 110.10 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection in the West line of said Section 5 and the East line of said Section 6;

THENCE N. 88°09'58" W., continuing along the North line of said alley a distance of 709.89 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 43°09'58" W., continuing along the North line of said alley a distance of 14.14 feet to a point of intersection;

THENCE N. 88°09'58" W., continuing along the North line of said alley a distance of 52.00 feet to a point of intersection

THENCE S. 46°50'02" W., continuing along the North line of said alley a distance of 14.14 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 88°09'58" W., continuing along said alley line a distance of 539.58 feet to a point of intersection in the West plat limits of said North Pointe Addition and the East plat limits of Lots 191-290 and Tracts C and D, Lynnwood Addition to the City of Lubbock as recorded in Volume 9847, Page 139, OPRLCT;

THENCE N. 01°36'04" E., along the East plat limits of said Lynnwood Addition a distance of 49.77 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found in the South line of said 153.864-acre tract at the Northeast corner of the plat limits of said Lynnwood Addition;

THENCE N. 88°01'32" W., along the North plat limits of said Lynnwood Addition a distance of 1325.36 feet to a "MAG" nail with shiner (AMD) found at the Northwest corner of said plat limits, at the Southwest corner of said 160.139-acre tract and the Southeast corner of said 153.864-acre tract;

THENCE N. 88°05'46" W., along the South line of said 153.864-acre tract, at 1320.00 feet pass a 1/2" iron rod found, continuing at 2130.37 feet pass the Northeast corner of Tract "A", Broadview Baptist Church Addition as recorded in Volume 1685, Page 894, OPRLCT, continuing along the North line of said Tract "A" for a total distance of 2579.92 feet to a 1/2" iron rod found in the East right-of-way line of Frankford Avenue (FM 2528) at the Southwest corner of said 153.864-acre tract and the Southwest corner of this tract;

THENCE N. 01°56'10" E., along said East right-of-way line and the West line of said 153.864-acre tract a distance of 2573.17 feet to a 1/2" iron rod found in the South right-of-way line of Ursuline Street as described in CCFN 2011027661, OPRLCT, at the Northwest corner of this tract;

THENCE S. 88°14'14" E., along the South right-of-way line of said Ursuline Street, at 2285.20 feet pass the West line of that tract described in Volume 10263, Page 222, at 2580.37 feet pass the East line of same tract and the West line of said 160.319-acre tract, continuing for a total distance of 4671.95 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE S. 85°22'29" E., continuing along said right-of-way line a distance of 200.25 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE S. 88°14'14" E., continuing along said right-of-way line a distance of 208.00 feet to the Point of Beginning.

SAVE & EXCEPT: Any portion of Tract 3 located in Section 5, Block JS, Lubbock County, Texas, Abstract 346, described in Volume 10016, Page 135, OPRLCT that is also currently located in the North Pointe PID.

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

Distances and areas are surface, U.S. Survey Feet.

Tract 4 (Small strip adjoining Southwest Quadrant):

All of the portion of Tract 5 described in the Deed to Petitioner filed in CCFN 2021019386, OPRLCT not currently located in the North Point PID (for further clarification, this tract is generally described as a strip located north of, and adjacent to, the alley north of Marshall Avenue, adjacent to Tract 3 described above.)

EXHIBIT 3
City of Lubbock, TX
Finance Department
Northwest Passage PID Preliminary FY 2022-23 Service and Assessment Plan

Method of Assessment

* Properties will be assessed based on the City's 2022 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
* Assessment rate will be $0.15/$100 valuation.
* All property will be assessed based on the final 2022 "net taxable value".

Service Plan

		PROJECTIONS					
Tax Year	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**Totals**
Property Values* (Taxable)	5,001,669	5,001,669	37,062,953	193,493,429	219,576,954	250,438,980	250,438,980
Discounted Property Values	5,001,669	5,001,669	33,356,658	174,144,086	197,619,259	225,395,082	225,395,082
Number of Homes							
Fiscal Year Revenues	**2020-21**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**Totals^**
Interest	-	-		457	3,383	6,750	10,590
Assessment @ $0.15	-	7,503	50,035	261,216	296,429	338,093	953,275
Total	**-**	**7,503**	**50,035**	**261,673**	**299,812**	**344,843**	**963,865**
Expense							
Debt Service						470,000	470,000
Administrative Costs		4,000	4,080	4,162	4,245	4,330	20,816
Annual Operation Cost		5,000	5,100	5,202	5,306	5,412	26,020
(Notices, Public Hearings, Collection Costs, Advisory Group meeting costs, postage, office supplies, Maint PT)							
	-	-	-				
Total	**-**	**9,000**	**9,180**	**9,364**	**9,551**	**479,742**	**516,836**
Cash Reserve	**-**	**(1,497)**	**39,357**	**291,667**	**581,928**	**447,029**	**447,029**

*Property Value growth rate = 2% annually

Assessment Information for 100,000 home **$150.00**

Regular City Council Meeting **8. 9.**

Meeting Date: 09/14/2021

Information

Agenda Item

Resolution - Planning: Consider a resolution terminating the Chapter 212 Agreement related to property located south of 34th Street and west of Upland Avenue, containing approximately 7.867 acres out of Section 39, Block AK, Lubbock County, Texas, and identified by the Lubbock Central Appraisal District reference number R126622, and authorizing City staff to develop annexation documents for the subject property.

Item Summary

In April 2018, the City Council finalized an annexation of approximately 1,450 acres and also approved development agreements with many property owners under Chapter 212 of the Local Government Code, exempting the properties from annexation under certain specified terms. These "212 Agreements" contained several conditions for the property including circumstances that would bring about termination of the agreements upon commencement of development activity.

In the case of the subject property, the City received a preliminary plat from the property owners, showing their intent to develop the property and request termination of the agreement. This termination also constitutes a petition for voluntary annexation.

The proposed resolution formally terminates the agreement with the property owner and directs City staff to start the annexation process for the property.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution - Terminate 212 Agreement
Annexation Map
212 Agreement
Service Plan

RESOLUTION

WHEREAS, beginning in April 2018, the City Council of the City of Lubbock (the "City Council") instituted annexation proceedings on approximately 1,450 acres of primarily undeveloped land adjacent to the Western city limits of the City of Lubbock, South of 34th Street, North of Marsha Sharp Freeway, and West of Upland Avenue; and

WHEREAS, pursuant to Chapter 43 of the Texas Local Government Code, the City Council held public hearings regarding the proposed annexation on April 12, 2018 and April 26, 2018; and

WHEREAS, the City presented a service plan for the area proposed to be annexed at the public hearings, and property owners from the proposed area to be annexed that were present at the public hearings were given the opportunity to be heard by the City Council; and

WHEREAS, the City offered a Development Agreement in Lieu of Annexation under Chapter 212.172 of the Texas Local Government Code to any property owner within the area proposed to be annexed that was interested in having their property exempted from annexation for a term of years (a "Chapter 212 Agreement"), with such Chapter 212 Agreement containing nearly identical terms as a Chapter 43 Agreement; and

WHEREAS, the property exempted from annexation under a Chapter 212 Agreement retains its extraterritorial status unless the City Council determines that the property owner violated the terms of the agreement or unless the property owner voluntarily terminates the agreement; and

WHEREAS, the City Council desires to terminate the Chapter 212 Agreement, attached and incorporated herein, due to the property owner of record, Cynthia St. Clair, requests to voluntary terminate the agreement; and

WHEREAS, the City Council desires to initiate an annexation proceeding on the property associated with the terminated Chapter 212 Agreement; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. THAT the City Council finds and declares that the Chapter 212 Agreement attached to this Resolution as "Exhibit A" that exempts from annexation the property containing approximately 7.867 acres of unplatted land out of Block AK, Section 39, located South of 34th Street and West of Upland Avenue, Lubbock County, Texas and identified by the Lubbock Central Appraisal District reference number R126622, is hereby terminated and the exemption from annexation provided by the agreement is hereby removed from the property; and

Section 2. THAT the City Council hereby authorizes and directs City staff to begin drafting, preparing, and assembling the necessary documentation required for the annexation of the property described in "Exhibit A", including, but not limited to, an annexation service plan.

Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

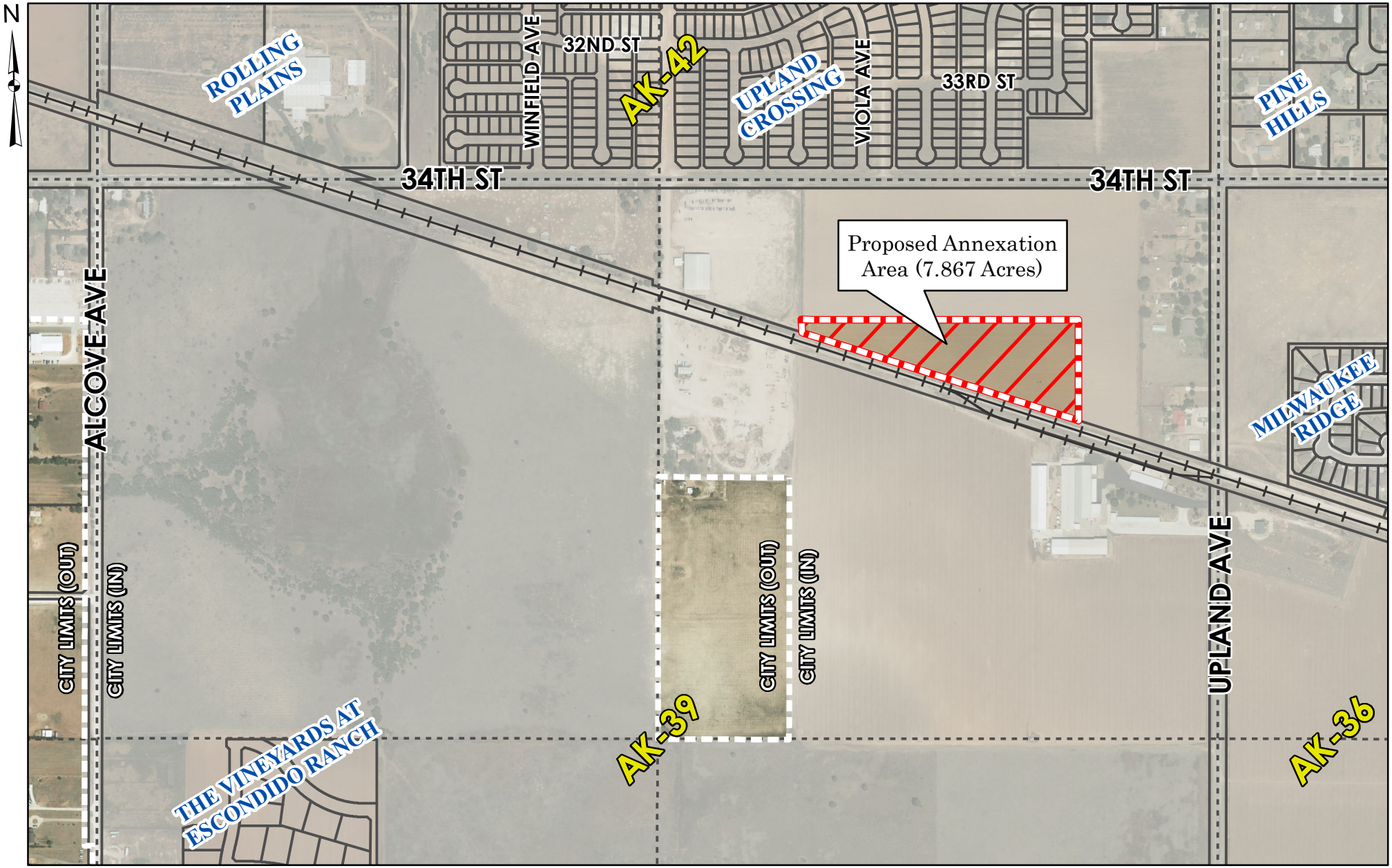
APPROVED AS TO CONTENT:

Bryan Isham, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Termination of 212 Agreement and Proposed Annexation of 7.867 Acres Located in the Northeast Quarter of Section 39, Block AK, Lubbock County



Digital Orthophotography - April 2020

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

0 500 1000 1500 2000

Feet

City of Lubbock TEXAS

CITY OF LUBBOCK
OFFICE PICK UP
Resolution No. 2018-R0151

2018024133 13 PGS AGREE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED OF RECORD IN THE REAL PROPERTY RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

CITY OF LUBBOCK
DEVELOPMENT AGREEMENT IN LIEU OF ANNEXATION

THIS DEVELOPMENT AGREEMENT IN LIEU OF ANNEXATION (the "Agreement") is made by and between the City of Lubbock, Texas, a State of Texas, Tier 1 home rule municipal corporation (the "City"), and the undersigned property owner(s) (the "Owner"), [the term "Owner" includes all owners of the property that is the subject of this Agreement; and, the City and the Owner each being a "Party" and collectively the "Parties"], and this Agreement is entered into by the Parties pursuant to Section 212.172 of the Texas Local Government Code to satisfy the conditions required under Section 43.016 of the Texas Local Government Code and is made effective on April 26, 2018 (the "Effective Date").

RECITALS

WHEREAS, the Owner owns a parcel of real property (the "Property") in Lubbock County, Texas, which is more particularly depicted and described in the attached "Exhibit B"; and

WHEREAS, the City has instituted annexation proceedings for all or portions of the Property and held public hearings regarding the proposed annexation on March 8 and March 22, 2018; and

WHEREAS, at the public hearings, a service plan for the Property was made available to the Owner and the Owner was given the opportunity to be heard by the City Council of the City; and

WHEREAS, the Owner does not want any portion of the Property to be annexed and desires to have the Property remain in the City's extraterritorial jurisdiction (the "ETJ"), in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, it is the City's intention to allow the Owner to continue to use the Property as it is being used at the time of this Agreement; and

WHEREAS, the Parties acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the duration of this Agreement; and

WHEREAS, this Agreement is to be recorded in the real property records of Lubbock County, Texas; and

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

AGREEMENT

Section 1 – The Property: Current Status.
The City acknowledges that the Property, more particularly depicted and described in the attached "Exhibit B," is located within the ETJ of the City, is subject to an Agricultural Use tax exemption according to the most recent Lubbock Central Appraisal District's ad valorem tax appraisal, and

is included in the area noticed for annexation by the City unless this Agreement is signed by the Owner and approved by the City Council of the City.

Section 2 – The Property: Continued Status.
a. In lieu of annexation, the Owner desires that the Property remain in the ETJ of the City for the duration of this Agreement. The Owner agrees that the primary use of the Property shall continue to be agricultural, consistent with Chapter 23 of the Texas Tax Code, except for any existing single-family residential use on the Property that supports the primary agricultural use. If the City proceeds with the annexation of the Property, then the Owner's use of the Property at the time of this Agreement is "grandfathered" into the acceptable uses of the City, and the City is prohibited from interfering with any uses on the Property that comply with Section 43.002 of the Texas Local Government Code.

b. Unless otherwise provided in this Agreement, throughout the duration of this Agreement, the City shall not annex the Property, shall not institute proceedings to involuntarily annex the Property, and shall not include the Property in a statutory annexation plan. The Owner acknowledges that unless the Property is annexed by the City, the Property shall remain ineligible to receive City services, the Property shall continue to be excluded from the City's voting precincts, and the Property shall remain exempt from City property taxes for the duration of this Agreement.

c. The Owner acknowledges that Section 22.03.091(a) of the Code of Ordinances of the City prohibits the City from providing water to any entity outside of the city limits, and acknowledges that the City will not be providing water to the Property unless the Property is annexed into the City. Pursuant to Section 43.016(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the primary use of the Property for agriculture in the same manner that the regulations are enforced within the City's boundaries. The City specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a development agreement. Further, the City reserves its regulatory and planning authority in the ETJ, as such authority has been granted to it by the City Council.

Section 3 – The Property: Change in Status.
a. The Owner warrants that the Property will continue to be used primarily for agriculture. The Owner agrees not to develop any portion of the Property for any other purpose than agriculture, and the Owner agrees not to file any type of subdivision plat or related development document for the Property with Lubbock County or the City throughout the duration of this Agreement.

b. The Owner acknowledges that if any plat or related development document is filed for the Property, or if the Owner commences any development of the Property other than that which supports or promotes the agricultural use of the Property, then the exemption offered in this Agreement shall terminate, and in addition to the City's other remedies, such act will constitute a request for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a development agreement under Chapter 212.172 of the Texas Local Government Code for such annexation had been tendered by the Owner

to the City. If the Property is annexed pursuant to a provision of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

c. If annexation proceedings begin pursuant to this Section, then the Owner acknowledges that this Agreement serves as an exception to Section 43.052 of the Local Government Code, requiring a municipality to use certain statutory procedures under an annexation plan, and as an exception to requiring certain statutory procedures as to the Owner to effectuate an annexation. Further, the Owner hereby waives any and all vested rights and claims that it may have under Section 43.002(a)(2) of the Local Government Code and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction the Owner may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 4 – The Term.
The term of this Agreement (the "Term") shall be five (5) years from the date that this Agreement is approved by the City Council of the City of Lubbock, unless terminated earlier according to the provisions contained in this Agreement. Until this Agreement is terminated, this Agreement shall run with the land and be recorded in the real property records of Lubbock County, Texas.

Section 5 – Termination.
This Agreement will automatically terminate at the end of the Term. This Agreement shall terminate upon the development non-agriculture of the Property for any use other than agriculture, upon the filing of any plat or related development document with the City or with Lubbock County, upon the Lubbock County Appraisal District's removal of the agricultural exemption on the Property, or upon the Owner's failure to prove that it is the sole owner of the Property with the authority to sign this Agreement. The Parties may agree in writing to terminate this Agreement prior to the expiration of the Term of this Agreement.

Section 6 – City Council Approval Required.
If the City Council of the City of Lubbock does not affirmatively vote to annex an area that contains at least a portion of the Property, then this Agreement will be null and void in its entirety.

Section 7 – Notification.
a. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Further, the Owner and the Owner's heirs, successors, and assigns shall give the City written notice within fourteen (14) days of any change in the agricultural exemption status of the Property. Failure to provide notice as required in this subsection will constitute a failure of the Owner to prove its ownership of the Property, and will be grounds for the termination of this Agreement under Section 5 of this Agreement.

b. A copy of any notice required by this section shall be forwarded to the City at the following address:

City of Lubbock
Attn: City Secretary
P.O. Box 2000
Lubbock, Texas 79457

With copy to: **City of Lubbock**
Attn: Director of Development Services
P.O. Box 2000
Lubbock, Texas 79457

Section 8 – Waiver.
Any failure by the Owner or the City to insist upon strict performance by either Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Owner or the City shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by a written agreement signed by the Parties waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by the Owner or the City of any provision of this Agreement shall be deemed or construed to be a waiver of any other provision or subsequent waiver of the same provision. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by any Party of any immunity from suit or liability that it may have by operation of law. The Parties agree that the City shall retain all of its governmental immunities.

Section 9 – Assurance of Ownership.
The Owner hereby expressly affirms that it is the sole owner of the Property and that no other person or entity has a valid claim to any right, title, or ownership in the Property. Should any dispute of right, title, or ownership concerning the Property arise subsequent to the Owner's execution of this Agreement, then the Owner hereby agrees to be solely responsible for defending and confirming its absolute right, title, and ownership to the Property. If the Owner cannot defend or fails to defend its right, title, and ownership to the Property, then this Agreement shall terminate subject to Section 5 of this Agreement.

Section 10 – Governing Law.
This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas. All obligations of the Owner and the City under this Agreement are performable in Lubbock County, Texas. Venue for any action to enforce or construe this Agreement shall be Lubbock County, Texas. This Agreement is subject to all applicable federal, state, and local laws and any applicable ordinances, rules, orders and regulations of any local, state, or federal governmental authority, having or asserting jurisdiction. However, nothing contained in this Agreement shall be construed as a waiver by the Owner or the City of any right to question or contest any law, order, rule, or regulation which may affect the terms and conditions of this Agreement in any forum having jurisdiction, and the Owner and the City each agree to make a good faith effort to support all proposed laws and regulations which would be consistent with the performance of this Agreement in accordance with its terms. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the Property pursuant to this Agreement.

Section 11 – Remedy.
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, the former shall control.

Section 12 – Public Information.
This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with the Texas Public Information Act (Tex. Gov't. Code Ann. Chapter 552 et seq., as amended), the same shall be of no force and effect.

Section 13 – Third-Party Beneficiaries.
This Agreement inures only to the benefit of, and may only be enforced by, the Owner and the City. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

Section 14 – No Personal Liability & No Joint Venture.
Nothing in this Agreement is construed as creating any personal liability on the part of any employee, officer, or agent of any public body that may be a party to this Agreement. This Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties.

Section 15 – Due Diligence & Force Majeure.
The Parties shall use good faith, due diligence, and reasonable care in the performance of the obligations under this Agreement, and time shall be of the essence in such performance. In the event that either Party is unable to perform its respective obligations under this Agreement due to any event or circumstance that is not within the reasonable respective control with the exercise of good faith, due diligence, and reasonable care of that Party (a "Force Majeure"), then the obligations affected by the Force Majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a Force Majeure, the affected Party shall give notice to the other Party with such notice including a detailed explanation of the Force Majeure, a description of the action that will be taken to remedy the Force Majeure, and the estimated earliest possible time the full performance of the Agreement may resume.

Section 16 – Enforcement.
This Agreement may be enforced by the Parties by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the Agreement thereafter.

Section 17 – Governmental Powers.
It is understood that through its execution of this Agreement the City does not waive or surrender any of its governmental powers, except as expressly set forth herein.

Section 18 – 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. The Owner acknowledges that each and every owner of the Property must execute this Agreement in order for it to take full effect.

Section 19 – Severability.
If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, such unenforceable provision shall be deleted from this Agreement, and the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

Section 20 – Entire Agreement.
This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. The Owner acknowledges that each and every Owner of the Property must sign this Agreement in order for the Agreement to take full effect, and that "Exhibit A" attached to this Agreement is where additional Owners shall execute this Agreement.

Section 21 – Captions & Recitals.
Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement. However, each of the recitals contained herein, by this reference, shall be incorporated into, and deemed a part of, this Agreement.

Section 22 – Modification of Agreement.
This Agreement cannot be modified or amended except in writing signed by the Owner and the City and attached and made a part of this Agreement.

Section 23 – International Warranties.
The Parties warrant that each complies with Chapter 2270, Subtitle F, Title 10 of the Texas Government Code by verifying: (1) that Neither Party boycotts Israel; and, (2) that Neither Party will boycott Israel during the term of the Agreement. Additionally, the Parties recognize that Texas Senate Bill 252 prohibits the City of Lubbock from entering into a contract with a vendor that is identified by the Texas Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan, or a foreign terrorist organization.

The Parties hereby enter this Agreement on April 24 **, 2018.**

SIGNATURES

For the City:

DANIEL M. POPE, MAYOR

For the Owner:
[Additional Owners sign the attached "Exhibit A"]

Cynthia St. Clair
OWNER'S SIGNATURE

Cynthia St. Clair
OWNER'S PRINTED NAME

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Steven O'Neal, Director of Development Services

APPROVED AS TO FORM:

Justin Pruitt, Assistant City Attorney

NOTARIZATION

State of Texas §
County of Lubbock §

This instrument was executed before me on April 26 (DATE) 2018, by Daniel M. Pope (NAME), Mayor (TITLE) of the City of Lubbock, a Texas municipal corporation, on behalf of said corporation.

Jennifer Clements
Notary Public

JENNIFER SOWDER CLEMENTS
Notary Public, State of Texas
Notary ID# 12497068-3
My Commission Expires 05-28-2020

State of Texas §
County of ~~Lubbock~~ Randall §

This instrument was executed before me on March 21, (DATE) 2018, by Cynthia St. Clair (NAME - OWNER), on behalf of said Owner.

Carissa Noyes
Notary Public

CARISSA NOYES
NOTARY PUBLIC-STATE OF TEXAS
COMM. EXP. 09-09-2018
NOTARY ID 128381428

When Recorded Return To:

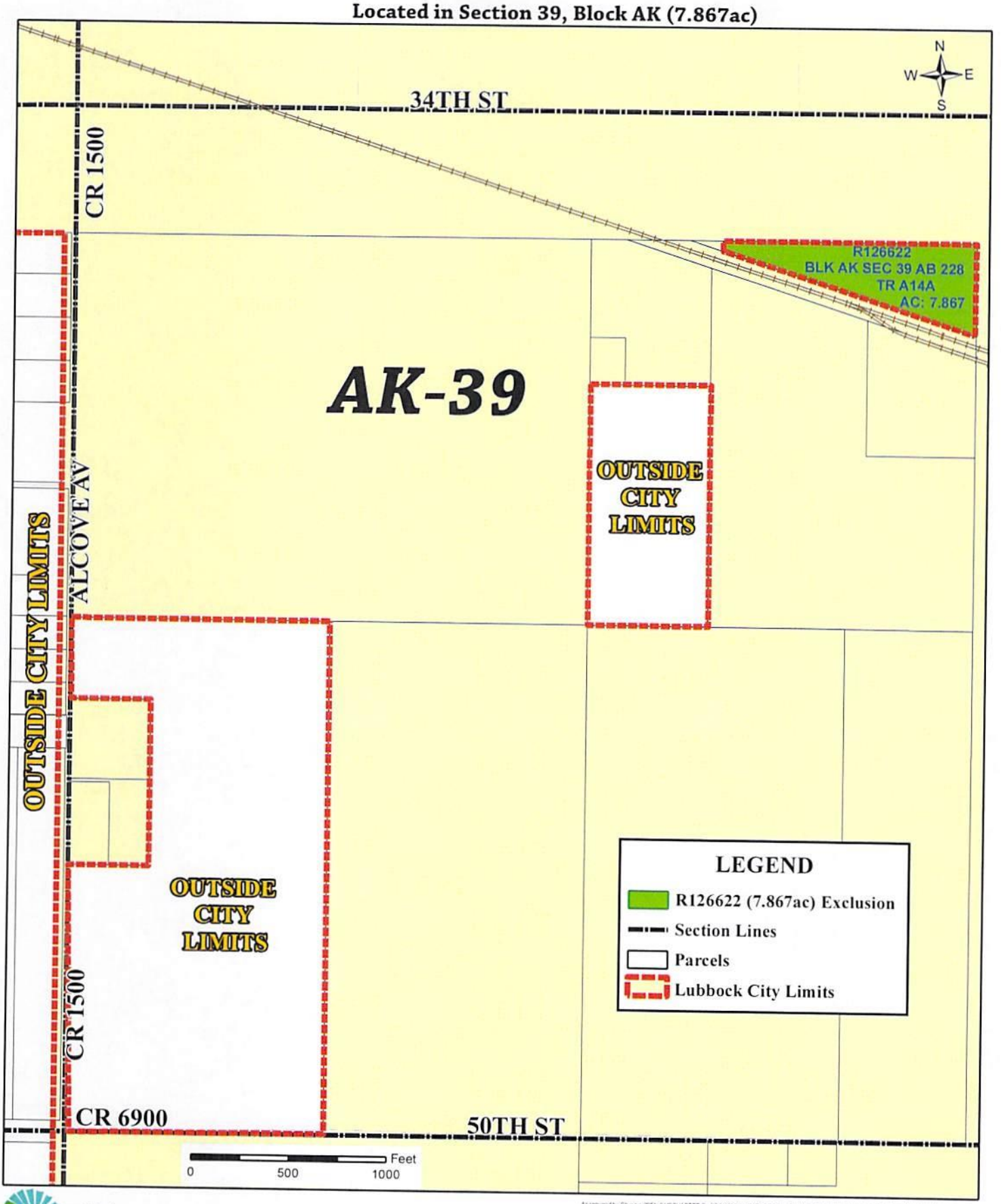
City Manager
City of Lubbock, Texas
1625 13th Street
Lubbock, Texas 79401

EXHIBIT A – ADDITIONAL OWNER SIGNATURES

All signatures listed in this Exhibit must be accompanied by Notarization

Owner Name – Printed	Owner Name – Signature

Chapter 43 Agreement for Annexation No. 2018-O0049
Located in Section 39, Block AK (7.867ac)



City of Lubbock TEXAS

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

Property	Owner	Property Address	2017 Assessed Value
R126622	ST CLAIR, CYNTHIA	79407	$535

2018 GENERAL INFORMATION

Property Status	Active
Property Type	Agricultural Land
Legal Description	BLK AK SEC 39 AB 228 TR A14A AC: 7.867
Neighborhood	1100 - Frenship Isd
Account	AC12039-90228-17305-000
Map Number	118

2018 OWNER INFORMATION

Owner Name	ST CLAIR, CYNTHIA
Owner ID	00189754
Exemptions	Agriculture Use
Percent Ownership	100%
Mailing Address	3509 EDGWOOD DR AMARILLO, TX 79109

2017 VALUE INFORMATION

Improvement Homesite Value	$0
Improvement Non-Homesite Value	$0
Total Improvement Market Value	$0
Land Homesite Value	$0
Land Non-Homesite Value	$0
Land Agricultural Market Value	$27,535
Total Land Market Value	$27,535
Total Market Value	$27,535
Agricultural Use	$535
Total Appraised Value	$0
Homestead Cap Loss	-$0
Total Assessed Value	$535

2017 ENTITIES & EXEMPTIONS

Special Exemptions AG - Agriculture Use

TAXING ENTITY	EXEMPTIONS	EXEMPTIONS AMOUNT	TAXABLE VALUE	TAX RATE PER 100	TAX CEILING
GLB- Lubbock County		$0	$535	0.358158	0
HSP- Lubb Cnty Hospital		$0	$535	0.109778	0
SFR- Frenship ISD		$0	$535	1.49	0
WHP- Hi Plains Water		$0	$535	0.0069	0
TOTALS				1.964836	

2017 LAND SEGMENTS

LAND SEGMENT TYPE	STATE CODE	HOMESITE	MARKET VALUE	AG USE LOSS	LAND SIZE
1 - Dry Crop	D1 - Real: Qualified Open-space Land	No	$27,535	$535	7.867000 acres
TOTALS					342,687 Sq. ft / 7.867000 acres

VALUE HISTORY

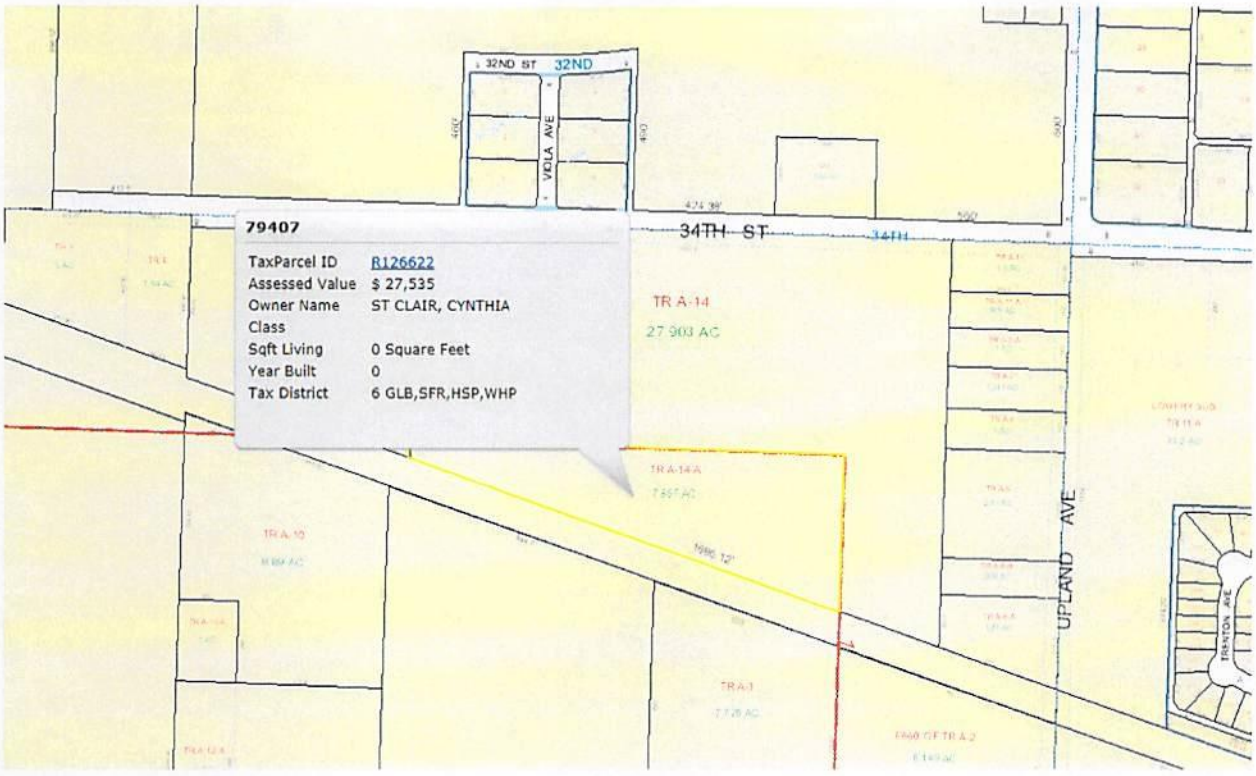
YEAR	IMPROVEMENT	LAND	MARKET	AG MARKET	AG LOSS	APPRAISED	HS CAP LOSS	ASSESSED
2016	$0	$0	$0	$27,535	$629	$629	$0	$629

SALES HISTORY

DEED DATE	SELLER	BUYER	INSTR #	VOLUME/PAGE
2/12/2014	ST CLAIR, CYNTHIA	-	2014-4363	
12/20/2013	ST CLAIR JEAN ESTATE	ST CLAIR, CYNTHIA	2013-49547	
11/9/2013	ST CLAIR JEAN ALICE	ST CLAIR JEAN ESTATE	2013-359P	

DISCLAIMER

Every effort has been made to offer the most current and correct information possible on these pages. The information included on these pages has been compiled by District staff from a variety of sources, and is subject to change without notice. The Lubbock Central Appraisal District makes no warranties or representations whatsoever regarding the quality, content, completeness, accuracy or adequacy of such information and data. The Lubbock Central Appraisal District reserves the right to make changes at any time without notice. Original records may differ from the information on these pages. Verification of information on source documents is recommended. By using this application, you assume all risks arising out of or associated with access to these pages, including but not limited to risks of damage to your computer, peripherals, software and data from any virus, software, file or other cause associated with access to this application. The Lubbock Central Appraisal District shall not be liable for any damages whatsoever arising out of any cause relating to use of this application, including but not limited to mistakes, omissions, deletions, errors, or defects in any information contained in these pages, or any failure to receive or delay in receiving information said or implied.



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Kelly Pinion, County Clerk
Lubbock County, TEXAS
06/27/2018 04:49 PM
FEE: $74.00
2018024133

MUNICIPAL SERVICE PLAN FOR AREA "E"

FIRE AND RESCUE SERVICES

Existing Services: None

Services to be Provided: Fire suppression and Basic Life Support (BLS) First Responder emergency medical response will be available to the area upon annexation. Primary fire response and BLS First Responder emergency medical response will be provided by Fire Station No. 18, located at 6611 Oakridge Avenue, Station 15, located at 8002 Venita Avenue and Station No. 3, located at 6420 25th Street. Station No. 18 is approximately 2.8 miles from the proposed annexation with an approximate response time of 4 to 5 minutes.

Station 15 is approximately 2.8 miles from the proposed annexation with an approximate response time of 4 to 5 minutes. Station No. 3 is approximately 3.1 miles from the proposed annexation with an approximate response time of 4 to 5 minutes. Fire suppression and BLS First Responder emergency medical response activities can be afforded to the annexed area within current appropriation within a desirable response time. Fire Prevention activities will be provided by the Fire Marshal's office, as needed.

Emergency medical transport is provided by the Lubbock County Hospital District.

POLICE SERVICES

Existing Services: None

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.

BUILDING SAFETY SERVICES

Existing Services: None

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.

PLANNING AND ZONING SERVICES

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 administratively by the Planning Department or 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 limts, including zoning.

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.

GIS AND DATA SERVICES

Existing Services: None

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.

LIBRARY SERVICES

Existing Services: The Library's materials, services, and programs are currently available to anyone who lives in Lubbock County.

Services to be Provided: 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.

CODE ADMINISTRATION/ENVIRONMENTAL HEALTH SERVICES

Existing Services: None

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.

ANIMAL SERVICES

Existing Services: None. Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office.

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.

STREET SERVICES

Existing Services: Lubbock County Public Works currently maintains the county roads.

Services to be Provided: In accordance with the Master Thoroughfare Plan, the proposed annexation area will add approximately 5 centerline miles of thoroughfare roadways to the City's infrastructure. As development occurs, the City's current policies require the City to design and build thoroughfares. 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

STORM WATER MANAGEMENT SERVICES

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.

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.

STREET LIGHTING

Existing Services: None

Services to be Provided: The City of Lubbock will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

TRAFFIC ENGINEERING SERVICES

Existing Services: None

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.

WATER AND SANITARY SEWER SERVICES

Existing Services: None

Services to be Provided:

a) Water and sewer are not readily available in a majority of areas proposed for annexation.

b) Major main extensions to these areas will need to be considered by City Council for future capital improvements projects to service these areas. County Road 7000 will need fire protection through a capital improvements project within 2.5 years of annexation. Up to four fire hydrants will be provided within CR 1500 to Upland Avenue.

c) CR 1500 will need fire protection through a capital improvements project within 2.5 years of annexation. Up to nine fire hydrants will be provided within CR 1500 to 34th Street.

d) A water main for fire protection shall be installed by extending a line from a point immediately south of the existing railroad right-of-way intersection with Upland Avenue: a) north,

approximately 1450 feet, to a point located at 34th Street and Upland Avenue; or b) south, approximately 3815 feet, to a point located at 50th Street and Upland Avenue.

e) A water main for fire protection shall be installed by extending a line from a point located at Alcove Avenue and 66th Street, approximately 3240 feet south, to a point located at Alcove Avenue and County Road 7050, then eastward approximately 1150 feet.

f) Water for fire protection prior to the extension of water lines from the City on County Roads on all annexed areas will need to be provided for through pump trucks.

g) Availability of water and sewer prior to or beyond the extension of a capital improvements project is at the request and expense of the developer, and shall be provided within current policies and ordinances of the City (see below for explanation of pro-rata charges.

h) Water and sewer for domestic and commercial use, when installed will be available at approved City rates.

i) Water for fire protection will be available through lines only after main extensions through a capital improvements project or development has occurred. Water in fire truck pumpers or in relay from existing sources will be used for fire suppression until that time for existing structures.

j) Total CIP Projected costs for area E is $1,700,000 for fire protection.

Pro-Rata Charges:

Chapter 22.05 of the Code of Ordinances, 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 nonrefundable charge called pro-rata. The 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 22.05 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 considerations,

g) when the City Council can declare a health hazard and install mains at public expense.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. 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.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of Lubbock's established policies governing extension of municipal services to newly annexed areas.

Regular City Council Meeting **8. 10.**

Meeting Date: 09/14/2021

Information

Agenda Item

Public Hearing - Planning: Hold a public hearing and consider an ordinance pursuant to Chapter 43 of the Texas Local Government Code for an annexation of the property located south of 34th Street and west of Upland Avenue, containing approximately 7.867 acres, out of Section 39, Block AK, Lubbock County, Texas, and commonly identified by the Lubbock Central Appraisal District Reference Number R126622.

Item Summary

In April 2018, the City Council finalized an annexation of approximately 1,450 acres and also approved development agreements with many property owners under Chapter 212 of the Local Government Code, exempting the properties from annexation under certain terms. These "212 Agreements" contained several conditions for the property including provisions for the termination of the agreement upon commencement of development activities.

In the case of the subject property, the City received a preliminary plat from the property owners, showing their intent to develop the property and request termination of the agreement. This termination also constitutes a petition for voluntary annexation.

Pending approval of the previous item, which was a resolution formally terminating the "212 Agreement" with the current property owners, City staff now starts the annexation process for the property.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Ordinance - 34th and Upland Annexation
Annexation Map
212 Agreement
Service Plan

ORDINANCE NO. _____

AN ORDINANCE ANNEXING AN AREA OF LAND INTO THE CITY OF LUBBOCK, TEXAS, WITH SAID AREA BEING GENERALLY DESCRIBED AS APPROXIMATELY 7.867 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 39, LOCATED SOUTH OF 34TH STREET AND WEST OF UPLAND AVENUE, LUBBOCK COUNTY, TEXAS, AND IDENTIFIED BY THE LUBBOCK CENTRAL APPRAISAL DISTRICT REFERENCE NUMBER R126622, AND MORE SPECIFICALLY IDENTIFIED IN "EXHIBIT A" OF THIS ORDINANCE, AND IS ADJACENT TO AND ABUTS THE EXISTING CITY LIMITS OF THE CITY OF LUBBOCK, TEXAS, AND WHICH CONTAINS FEWER THAN ONE HUNDRED (100) SEPARATE TRACTS OF LAND ON WHICH ONE OR MORE RESIDENTIAL DWELLINGS ARE LOCATED ON EACH TRACT; PROVIDING FOR THE ADOPTION OF A SERVICE PLAN IN THIS ORDINANCE; PROVIDING FOR CORRECTION OF THE CITY MAP TO INCLUDE THIS ANNEXED AREA; PROVIDING AN EFFECTIVE DATE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the area described in Section 1 herein is an area determined by the City Council of the City of Lubbock (the "City Council") to be considered for annexation (the "Area"); and

WHEREAS, the City Council finds that there are fewer than one hundred (100) separate tracts of land on which one (1) or more residential dwellings are located in the Area; and

WHEREAS, all required notices, including written notice of intent to annex the Area to each property owner, each public entity, and each railroad company within the Area, as required by Section 43.062, Subchapter C-1 of Texas Local Government Code, have previously been made in accordance with applicable law; and

WHEREAS, all required notices to each public school district in the Area were previously sent as required by Section 43.905 of the Texas Local Government Code; and

WHEREAS, the City Council conducted two public hearings on April 12, 2018 and April 26, 2018, as required by Section 43.063 of Texas Local Government Code; and

WHEREAS, the City Council received input and comment from affected property owners at each public hearing; and

WHEREAS, City staff prepared a service plan for the Area in accordance with Sections 43.065 and 43.056 (b)-(o) of the Texas Local Government Code, with said service plan providing for full municipal services to the Area and being made available and explained to the public at the scheduled public hearings; and

WHEREAS, City staff, by certified mail return receipt requested, mailed an offer to make a development agreement to each property owner of land within the Area that is subject to an agricultural use, timber land, or wildlife management ad valorem tax exemption, as

determined by the Lubbock Central Appraisal District, as required by Section 43.035 of the Texas Local Government Code; and

WHEREAS, the property owner of the Area entered into a 212 Agreement for the Area, a copy of which is attached to this Ordinance as "Exhibit C," with the 212 Agreement providing terms upon which the 212 Agreement would terminate and providing a waiver of rights of the property owner of the Area as to the annexation of the Area upon the termination of the 212 Agreement; and

WHEREAS, the City Council, according to the terms of the 212 Agreement between the City and the property owner of the Area, terminated the exemption from annexation provided in the 212 Agreement for the Area due to the voluntary action of the property owner of the Area; and

WHEREAS, the 212 Agreement between the City and the property owner of the Area provided that the property owner of the Area agreed to the annexation of the Area by petition if the 212 Agreement was terminated and that the property owner of the Area waived the procedural rights and requirements of an annexation outlined in Chapter 43 of the Texas Local Government Code; and

WHEREAS, the terms of the 212 Agreement between the City and the property owner of the Area prevail over certain requirements under Chapter 43 of the Texas Local Government Code, including, but not limited to, Section 43.054 and Section 43.0545 that place width limitations on areas subject to annexation by a municipality; and

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interest of the citizens of the City of Lubbock to annex the Area into the City of Lubbock; **NOW THEREFORE,**

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

SECTION 1. THAT the Area, which is further depicted and described in the attached "Exhibit A" and incorporated herein for all intents and purposes, which abuts and is adjacent to the existing corporate limits of the City of Lubbock, Texas, is hereby annexed into, and included within, the corporate limits of the City of Lubbock, Texas.

SECTION 2. THAT the service plan, attached as "Exhibit B" and incorporated herein by reference for all purposes, was submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this Ordinance.

SECTON 3. THAT the City Council hereby declares it to be its purpose to annex into the City of Lubbock every part of the Area described in Section 1 of this Ordinance, regardless of whether any part of the Area is not hereby effectively annexed into the City. 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 4. 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 5. THAT this Ordinance shall be effective thirty (30) days after final passage by the City Council.

SECTION 6. 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 7. 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 _____.

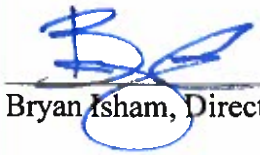
Passed by the City Council on second reading on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

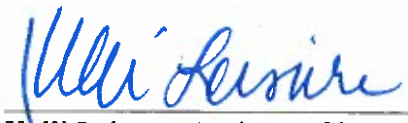
_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



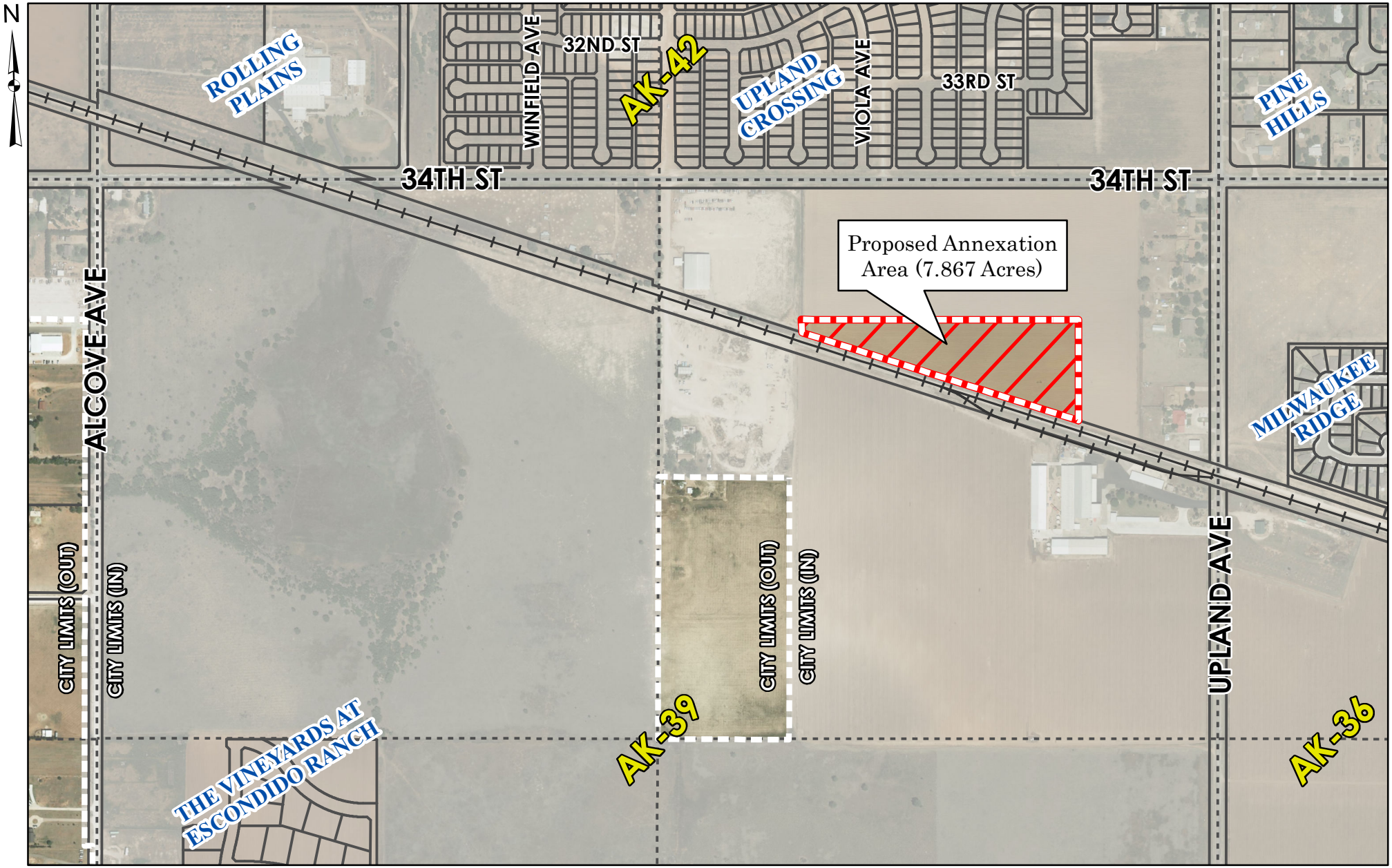
Bryan Isham, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

Termination of 212 Agreement and Proposed Annexation of 7.867 Acres Located in the Northeast Quarter of Section 39, Block AK, Lubbock County



Digital Orthophotography - April 2020

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

0 500 1000 1500 2000

Feet

City of Lubbock TEXAS

CITY OF LUBBOCK
OFFICE PICK UP
Resolution No. 2018-R0151

2018024133 13 PGS AGREE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED OF RECORD IN THE REAL PROPERTY RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

CITY OF LUBBOCK
DEVELOPMENT AGREEMENT IN LIEU OF ANNEXATION

THIS DEVELOPMENT AGREEMENT IN LIEU OF ANNEXATION (the "Agreement") is made by and between the City of Lubbock, Texas, a State of Texas, Tier 1 home rule municipal corporation (the "City"), and the undersigned property owner(s) (the "Owner"), [the term "Owner" includes all owners of the property that is the subject of this Agreement; and, the City and the Owner each being a "Party" and collectively the "Parties"], and this Agreement is entered into by the Parties pursuant to Section 212.172 of the Texas Local Government Code to satisfy the conditions required under Section 43.016 of the Texas Local Government Code and is made effective on April 26, 2018 (the "Effective Date").

RECITALS

WHEREAS, the Owner owns a parcel of real property (the "Property") in Lubbock County, Texas, which is more particularly depicted and described in the attached "Exhibit B"; and

WHEREAS, the City has instituted annexation proceedings for all or portions of the Property and held public hearings regarding the proposed annexation on March 8 and March 22, 2018; and

WHEREAS, at the public hearings, a service plan for the Property was made available to the Owner and the Owner was given the opportunity to be heard by the City Council of the City; and

WHEREAS, the Owner does not want any portion of the Property to be annexed and desires to have the Property remain in the City's extraterritorial jurisdiction (the "ETJ"), in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, it is the City's intention to allow the Owner to continue to use the Property as it is being used at the time of this Agreement; and

WHEREAS, the Parties acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the duration of this Agreement; and

WHEREAS, this Agreement is to be recorded in the real property records of Lubbock County, Texas; and

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

AGREEMENT

Section 1 – The Property: Current Status.
The City acknowledges that the Property, more particularly depicted and described in the attached "Exhibit B," is located within the ETJ of the City, is subject to an Agricultural Use tax exemption according to the most recent Lubbock Central Appraisal District's ad valorem tax appraisal, and

is included in the area noticed for annexation by the City unless this Agreement is signed by the Owner and approved by the City Council of the City.

Section 2 – The Property: Continued Status.
a. In lieu of annexation, the Owner desires that the Property remain in the ETJ of the City for the duration of this Agreement. The Owner agrees that the primary use of the Property shall continue to be agricultural, consistent with Chapter 23 of the Texas Tax Code, except for any existing single-family residential use on the Property that supports the primary agricultural use. If the City proceeds with the annexation of the Property, then the Owner's use of the Property at the time of this Agreement is "grandfathered" into the acceptable uses of the City, and the City is prohibited from interfering with any uses on the Property that comply with Section 43.002 of the Texas Local Government Code.

b. Unless otherwise provided in this Agreement, throughout the duration of this Agreement, the City shall not annex the Property, shall not institute proceedings to involuntarily annex the Property, and shall not include the Property in a statutory annexation plan. The Owner acknowledges that unless the Property is annexed by the City, the Property shall remain ineligible to receive City services, the Property shall continue to be excluded from the City's voting precincts, and the Property shall remain exempt from City property taxes for the duration of this Agreement.

c. The Owner acknowledges that Section 22.03.091(a) of the Code of Ordinances of the City prohibits the City from providing water to any entity outside of the city limits, and acknowledges that the City will not be providing water to the Property unless the Property is annexed into the City. Pursuant to Section 43.016(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the primary use of the Property for agriculture in the same manner that the regulations are enforced within the City's boundaries. The City specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a development agreement. Further, the City reserves its regulatory and planning authority in the ETJ, as such authority has been granted to it by the City Council.

Section 3 – The Property: Change in Status.
a. The Owner warrants that the Property will continue to be used primarily for agriculture. The Owner agrees not to develop any portion of the Property for any other purpose than agriculture, and the Owner agrees not to file any type of subdivision plat or related development document for the Property with Lubbock County or the City throughout the duration of this Agreement.

b. The Owner acknowledges that if any plat or related development document is filed for the Property, or if the Owner commences any development of the Property other than that which supports or promotes the agricultural use of the Property, then the exemption offered in this Agreement shall terminate, and in addition to the City's other remedies, such act will constitute a request for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a development agreement under Chapter 212.172 of the Texas Local Government Code for such annexation had been tendered by the Owner

to the City. If the Property is annexed pursuant to a provision of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

c. If annexation proceedings begin pursuant to this Section, then the Owner acknowledges that this Agreement serves as an exception to Section 43.052 of the Local Government Code, requiring a municipality to use certain statutory procedures under an annexation plan, and as an exception to requiring certain statutory procedures as to the Owner to effectuate an annexation. Further, the Owner hereby waives any and all vested rights and claims that it may have under Section 43.002(a)(2) of the Local Government Code and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction the Owner may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 4 – The Term.
The term of this Agreement (the "Term") shall be five (5) years from the date that this Agreement is approved by the City Council of the City of Lubbock, unless terminated earlier according to the provisions contained in this Agreement. Until this Agreement is terminated, this Agreement shall run with the land and be recorded in the real property records of Lubbock County, Texas.

Section 5 – Termination.
This Agreement will automatically terminate at the end of the Term. This Agreement shall terminate upon the development non-agriculture of the Property for any use other than agriculture, upon the filing of any plat or related development document with the City or with Lubbock County, upon the Lubbock County Appraisal District's removal of the agricultural exemption on the Property, or upon the Owner's failure to prove that it is the sole owner of the Property with the authority to sign this Agreement. The Parties may agree in writing to terminate this Agreement prior to the expiration of the Term of this Agreement.

Section 6 – City Council Approval Required.
If the City Council of the City of Lubbock does not affirmatively vote to annex an area that contains at least a portion of the Property, then this Agreement will be null and void in its entirety.

Section 7 – Notification.
a. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Further, the Owner and the Owner's heirs, successors, and assigns shall give the City written notice within fourteen (14) days of any change in the agricultural exemption status of the Property. Failure to provide notice as required in this subsection will constitute a failure of the Owner to prove its ownership of the Property, and will be grounds for the termination of this Agreement under Section 5 of this Agreement.

b. A copy of any notice required by this section shall be forwarded to the City at the following address:

City of Lubbock
Attn: City Secretary
P.O. Box 2000
Lubbock, Texas 79457

With copy to: **City of Lubbock**
Attn: Director of Development Services
P.O. Box 2000
Lubbock, Texas 79457

Section 8 – Waiver.
Any failure by the Owner or the City to insist upon strict performance by either Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Owner or the City shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by a written agreement signed by the Parties waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by the Owner or the City of any provision of this Agreement shall be deemed or construed to be a waiver of any other provision or subsequent waiver of the same provision. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by any Party of any immunity from suit or liability that it may have by operation of law. The Parties agree that the City shall retain all of its governmental immunities.

Section 9 – Assurance of Ownership.
The Owner hereby expressly affirms that it is the sole owner of the Property and that no other person or entity has a valid claim to any right, title, or ownership in the Property. Should any dispute of right, title, or ownership concerning the Property arise subsequent to the Owner's execution of this Agreement, then the Owner hereby agrees to be solely responsible for defending and confirming its absolute right, title, and ownership to the Property. If the Owner cannot defend or fails to defend its right, title, and ownership to the Property, then this Agreement shall terminate subject to Section 5 of this Agreement.

Section 10 – Governing Law.
This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas. All obligations of the Owner and the City under this Agreement are performable in Lubbock County, Texas. Venue for any action to enforce or construe this Agreement shall be Lubbock County, Texas. This Agreement is subject to all applicable federal, state, and local laws and any applicable ordinances, rules, orders and regulations of any local, state, or federal governmental authority, having or asserting jurisdiction. However, nothing contained in this Agreement shall be construed as a waiver by the Owner or the City of any right to question or contest any law, order, rule, or regulation which may affect the terms and conditions of this Agreement in any forum having jurisdiction, and the Owner and the City each agree to make a good faith effort to support all proposed laws and regulations which would be consistent with the performance of this Agreement in accordance with its terms. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the Property pursuant to this Agreement.

Section 11 – Remedy.
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, the former shall control.

Section 12 – Public Information.
This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with the Texas Public Information Act (Tex. Gov't. Code Ann. Chapter 552 et seq., as amended), the same shall be of no force and effect.

Section 13 – Third-Party Beneficiaries.
This Agreement inures only to the benefit of, and may only be enforced by, the Owner and the City. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

Section 14 – No Personal Liability & No Joint Venture.
Nothing in this Agreement is construed as creating any personal liability on the part of any employee, officer, or agent of any public body that may be a party to this Agreement. This Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties.

Section 15 – Due Diligence & Force Majeure.
The Parties shall use good faith, due diligence, and reasonable care in the performance of the obligations under this Agreement, and time shall be of the essence in such performance. In the event that either Party is unable to perform its respective obligations under this Agreement due to any event or circumstance that is not within the reasonable respective control with the exercise of good faith, due diligence, and reasonable care of that Party (a "Force Majeure"), then the obligations affected by the Force Majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a Force Majeure, the affected Party shall give notice to the other Party with such notice including a detailed explanation of the Force Majeure, a description of the action that will be taken to remedy the Force Majeure, and the estimated earliest possible time the full performance of the Agreement may resume.

Section 16 – Enforcement.
This Agreement may be enforced by the Parties by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the Agreement thereafter.

Section 17 – Governmental Powers.
It is understood that through its execution of this Agreement the City does not waive or surrender any of its governmental powers, except as expressly set forth herein.

Section 18 – 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. The Owner acknowledges that each and every owner of the Property must execute this Agreement in order for it to take full effect.

Section 19 – Severability.
If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, such unenforceable provision shall be deleted from this Agreement, and the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

Section 20 – Entire Agreement.
This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. The Owner acknowledges that each and every Owner of the Property must sign this Agreement in order for the Agreement to take full effect, and that "Exhibit A" attached to this Agreement is where additional Owners shall execute this Agreement.

Section 21 – Captions & Recitals.
Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement. However, each of the recitals contained herein, by this reference, shall be incorporated into, and deemed a part of, this Agreement.

Section 22 – Modification of Agreement.
This Agreement cannot be modified or amended except in writing signed by the Owner and the City and attached and made a part of this Agreement.

Section 23 – International Warranties.
The Parties warrant that each complies with Chapter 2270, Subtitle F, Title 10 of the Texas Government Code by verifying: (1) that Neither Party boycotts Israel; and, (2) that Neither Party will boycott Israel during the term of the Agreement. Additionally, the Parties recognize that Texas Senate Bill 252 prohibits the City of Lubbock from entering into a contract with a vendor that is identified by the Texas Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan, or a foreign terrorist organization.

The Parties hereby enter this Agreement on April 24 **, 2018.**

SIGNATURES

For the City:

DANIEL M. POPE, MAYOR

For the Owner:
[Additional Owners sign the attached "Exhibit A"]

Cynthia St. Clair
OWNER'S SIGNATURE

Cynthia St. Clair
OWNER'S PRINTED NAME

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Steven O'Neal, Director of Development Services

APPROVED AS TO FORM:

Justin Pruitt, Assistant City Attorney

NOTARIZATION

State of Texas §
County of Lubbock §

This instrument was executed before me on April 26 (DATE) 2018, by Daniel M. Pope (NAME), Mayor (TITLE) of the City of Lubbock, a Texas municipal corporation, on behalf of said corporation.

Jennifer Clements
Notary Public

JENNIFER SOWDER CLEMENTS
Notary Public, State of Texas
Notary ID# 12497068-3
My Commission Expires 05-28-2020

State of Texas §
County of ~~Lubbock~~ Randall §

This instrument was executed before me on March 21, (DATE) 2018, by Cynthia St. Clair (NAME - OWNER), on behalf of said Owner.

Carissa Noyes
Notary Public

CARISSA NOYES
NOTARY PUBLIC-STATE OF TEXAS
COMM. EXP. 09-09-2018
NOTARY ID 128381428

When Recorded Return To:

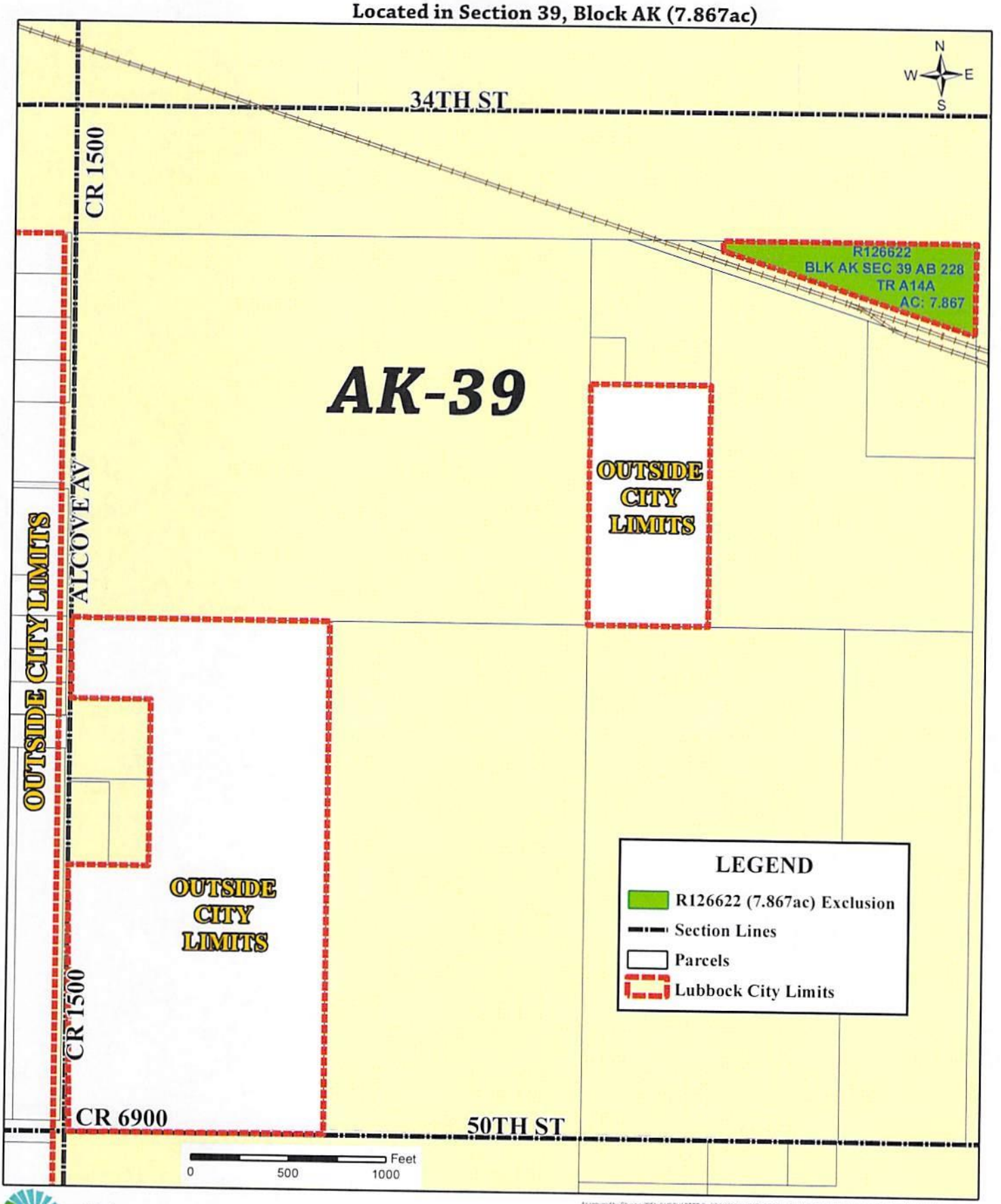
City Manager
City of Lubbock, Texas
1625 13th Street
Lubbock, Texas 79401

EXHIBIT A – ADDITIONAL OWNER SIGNATURES

All signatures listed in this Exhibit must be accompanied by Notarization

Owner Name – Printed	Owner Name – Signature

Chapter 43 Agreement for Annexation No. 2018-O0049
Located in Section 39, Block AK (7.867ac)



City of Lubbock TEXAS

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

Property	Owner	Property Address	2017 Assessed Value
R126622	ST CLAIR, CYNTHIA	79407	$535

2018 GENERAL INFORMATION

Property Status	Active
Property Type	Agricultural Land
Legal Description	BLK AK SEC 39 AB 228 TR A14A AC: 7.867
Neighborhood	1100 - Frenship Isd
Account	AC12039-90228-17305-000
Map Number	118

2018 OWNER INFORMATION

Owner Name	ST CLAIR, CYNTHIA
Owner ID	00189754
Exemptions	Agriculture Use
Percent Ownership	100%
Mailing Address	3509 EDGWOOD DR AMARILLO, TX 79109

2017 VALUE INFORMATION

Improvement Homesite Value	$0
Improvement Non-Homesite Value	$0
Total Improvement Market Value	$0
Land Homesite Value	$0
Land Non-Homesite Value	$0
Land Agricultural Market Value	$27,535
Total Land Market Value	$27,535
Total Market Value	$27,535
Agricultural Use	$535
Total Appraised Value	$0
Homestead Cap Loss	-$0
Total Assessed Value	$535

2017 ENTITIES & EXEMPTIONS

Special Exemptions AG - Agriculture Use

TAXING ENTITY	EXEMPTIONS	EXEMPTIONS AMOUNT	TAXABLE VALUE	TAX RATE PER 100	TAX CEILING
GLB- Lubbock County		$0	$535	0.358158	0
HSP- Lubb Cnty Hospital		$0	$535	0.109778	0
SFR- Frenship ISD		$0	$535	1.49	0
WHP- Hi Plains Water		$0	$535	0.0069	0
TOTALS				1.964836	

2017 LAND SEGMENTS

LAND SEGMENT TYPE	STATE CODE	HOMESITE	MARKET VALUE	AG USE LOSS	LAND SIZE
1 - Dry Crop	D1 - Real: Qualified Open-space Land	No	$27,535	$535	7.867000 acres
TOTALS					342,687 Sq. ft / 7.867000 acres

VALUE HISTORY

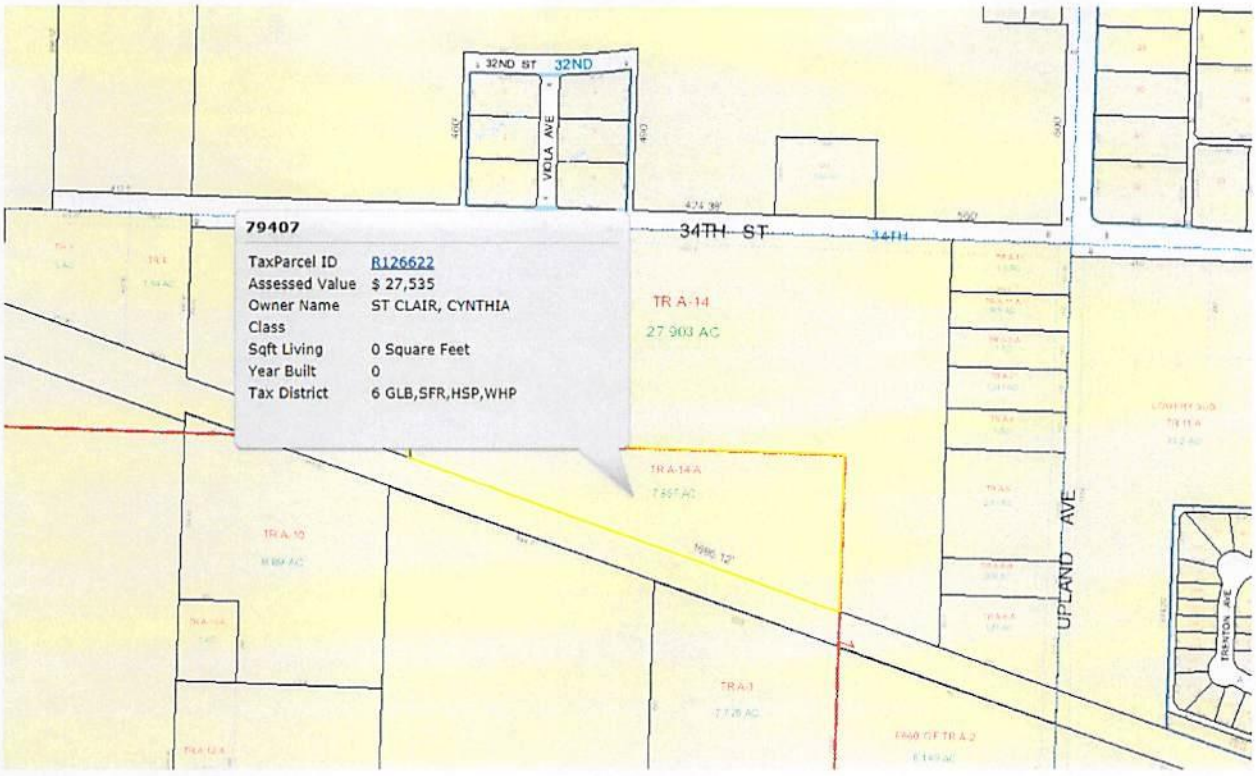
YEAR	IMPROVEMENT	LAND	MARKET	AG MARKET	AG LOSS	APPRAISED	HS CAP LOSS	ASSESSED
2016	$0	$0	$0	$27,535	$629	$629	$0	$629

SALES HISTORY

DEED DATE	SELLER	BUYER	INSTR #	VOLUME/PAGE
2/12/2014	ST CLAIR, CYNTHIA	-	2014-4363	
12/20/2013	ST CLAIR JEAN ESTATE	ST CLAIR, CYNTHIA	2013-49547	
11/9/2013	ST CLAIR JEAN ALICE	ST CLAIR JEAN ESTATE	2013-359P	

DISCLAIMER

Every effort has been made to offer the most current and correct information possible on these pages. The information included on these pages has been compiled by District staff from a variety of sources, and is subject to change without notice. The Lubbock Central Appraisal District makes no warranties or representations whatsoever regarding the quality, content, completeness, accuracy or adequacy of such information and data. The Lubbock Central Appraisal District reserves the right to make changes at any time without notice. Original records may differ from the information on these pages. Verification of information on source documents is recommended. By using this application, you assume all risks arising out of or associated with access to these pages, including but not limited to risks of damage to your computer, peripherals, software and data from any virus, software, file or other cause associated with access to this application. The Lubbock Central Appraisal District shall not be liable for any damages whatsoever arising out of any cause relating to use of this application, including but not limited to mistakes, omissions, deletions, errors, or defects in any information contained in these pages, or any failure to receive or delay in receiving information said or implied.



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Kelly Pinion, County Clerk
Lubbock County, TEXAS
06/27/2018 04:49 PM
FEE: $74.00
2018024133

MUNICIPAL SERVICE PLAN FOR AREA "E"

FIRE AND RESCUE SERVICES

Existing Services: None

Services to be Provided: Fire suppression and Basic Life Support (BLS) First Responder emergency medical response will be available to the area upon annexation. Primary fire response and BLS First Responder emergency medical response will be provided by Fire Station No. 18, located at 6611 Oakridge Avenue, Station 15, located at 8002 Venita Avenue and Station No. 3, located at 6420 25th Street. Station No. 18 is approximately 2.8 miles from the proposed annexation with an approximate response time of 4 to 5 minutes.

Station 15 is approximately 2.8 miles from the proposed annexation with an approximate response time of 4 to 5 minutes. Station No. 3 is approximately 3.1 miles from the proposed annexation with an approximate response time of 4 to 5 minutes. Fire suppression and BLS First Responder emergency medical response activities can be afforded to the annexed area within current appropriation within a desirable response time. Fire Prevention activities will be provided by the Fire Marshal's office, as needed.

Emergency medical transport is provided by the Lubbock County Hospital District.

POLICE SERVICES

Existing Services: None

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.

BUILDING SAFETY SERVICES

Existing Services: None

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.

PLANNING AND ZONING SERVICES

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 administratively by the Planning Department or 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 limts, including zoning.

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.

GIS AND DATA SERVICES

Existing Services: None

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.

LIBRARY SERVICES

Existing Services: The Library's materials, services, and programs are currently available to anyone who lives in Lubbock County.

Services to be Provided: 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.

CODE ADMINISTRATION/ENVIRONMENTAL HEALTH SERVICES

Existing Services: None

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.

ANIMAL SERVICES

Existing Services: None. Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office.

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.

STREET SERVICES

Existing Services: Lubbock County Public Works currently maintains the county roads.

Services to be Provided: In accordance with the Master Thoroughfare Plan, the proposed annexation area will add approximately 5 centerline miles of thoroughfare roadways to the City's infrastructure. As development occurs, the City's current policies require the City to design and build thoroughfares. 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

STORM WATER MANAGEMENT SERVICES

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.

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.

STREET LIGHTING

Existing Services: None

Services to be Provided: The City of Lubbock will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

TRAFFIC ENGINEERING SERVICES

Existing Services: None

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.

WATER AND SANITARY SEWER SERVICES

Existing Services: None

Services to be Provided:

a) Water and sewer are not readily available in a majority of areas proposed for annexation.

b) Major main extensions to these areas will need to be considered by City Council for future capital improvements projects to service these areas. County Road 7000 will need fire protection through a capital improvements project within 2.5 years of annexation. Up to four fire hydrants will be provided within CR 1500 to Upland Avenue.

c) CR 1500 will need fire protection through a capital improvements project within 2.5 years of annexation. Up to nine fire hydrants will be provided within CR 1500 to 34th Street.

d) A water main for fire protection shall be installed by extending a line from a point immediately south of the existing railroad right-of-way intersection with Upland Avenue: a) north,

approximately 1450 feet, to a point located at 34th Street and Upland Avenue; or b) south, approximately 3815 feet, to a point located at 50th Street and Upland Avenue.

e) A water main for fire protection shall be installed by extending a line from a point located at Alcove Avenue and 66th Street, approximately 3240 feet south, to a point located at Alcove Avenue and County Road 7050, then eastward approximately 1150 feet.

f) Water for fire protection prior to the extension of water lines from the City on County Roads on all annexed areas will need to be provided for through pump trucks.

g) Availability of water and sewer prior to or beyond the extension of a capital improvements project is at the request and expense of the developer, and shall be provided within current policies and ordinances of the City (see below for explanation of pro-rata charges.

h) Water and sewer for domestic and commercial use, when installed will be available at approved City rates.

i) Water for fire protection will be available through lines only after main extensions through a capital improvements project or development has occurred. Water in fire truck pumpers or in relay from existing sources will be used for fire suppression until that time for existing structures.

j) Total CIP Projected costs for area E is $1,700,000 for fire protection.

Pro-Rata Charges:

Chapter 22.05 of the Code of Ordinances, 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 nonrefundable charge called pro-rata. The 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 22.05 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 considerations,

g) when the City Council can declare a health hazard and install mains at public expense.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. 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.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of Lubbock's established policies governing extension of municipal services to newly annexed areas.

Regular City Council Meeting **8. 11.**

Meeting Date: 09/14/2021

Information

Agenda Item

Ordinance Single Reading - Finance: Consider approval of an ordinance providing for the issuance of City of Lubbock, Texas, Water and Wastewater System Revenue Bonds, Series 2021A; and enacting other provisions relating thereto.

Item Summary

The City's bonds, to be designated "Water and Wastewater System Revenue Bonds, Series 2021A (TWDB)," or such other designation or designations as set forth in the Pricing Certificate, are hereby authorized to be issued and delivered in accordance with the Constitution and Laws of the State of Texas, including specifically Chapter 1371, Chapter 1502, and Article VIII of the Charter of the City of Lubbock.

The Bonds shall be issued in one or more series, from time to time, on the dates and in the principal amount designated in the Pricing Certificate, for the purposes of:

(i) paying the costs of acquiring, purchasing, constructing, improving, renovating, enlarging and equipping property, buildings, structures, facilities and related infrastructure for the System;
(ii) funding capitalized interest on the Bonds;
(iii) funding the reserve fund requirement for the Bonds; and
(iv) paying the costs of issuing the Bonds.

Fiscal Impact

The aggregate principal amount of all Bonds issued pursuant to this Ordinance shall not exceed $10,445,000.

Staff/Board Recommending

D. Blu Kostelich - Chief Financial Officer

Attachments

Bond Ordinance

Ordinance No. 2021 – O____

ORDINANCE

relating to

CITY OF LUBBOCK, TEXAS
WATER AND WASTEWATER SYSTEM REVENUE BONDS,
SERIES 2021A

Adopted: September 14, 2021

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AN ORDINANCE PROVIDING FOR THE ISSUANCE OF CITY OF LUBBOCK, TEXAS, WATER AND WASTEWATER SYSTEM REVENUE BONDS, SERIES 2021A; 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 Council (the "City Council") of the City of Lubbock, Texas (the "City") has determined that it is in the best interest of the City to create and maintain a combined water and wastewater system (the "Water and Wastewater System" or the "System");

WHEREAS, the City Council hereby finds and determines that bonds secured by a first lien on and pledge of the Net Revenues of the Water and Wastewater System should be issued for the purposes hereinafter provided;

WHEREAS, the revenue bonds hereinafter authorized are to be issued and delivered pursuant to Chapter 1502 and in accordance with the general laws of the State of Texas; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

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

ARTICLE I
DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01 Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

"Account" means any account created within a Fund established pursuant to the terms of this Ordinance or an ordinance authorizing the issuance of Parity Obligations.

"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.

"Bond" means any of the Bonds.

"Bond Date" means October 14, 2021.

"Bond Fund" has the meaning assigned in Section 7.01 hereof.

"Bonds" means the City's bonds authorized to be issued by Section 3.01 of this Ordinance.

"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.

"Chapter 1208" means Chapter 1208, Texas Government Code, as amended.

"Chapter 1502" means Chapter 1502, Texas Government Code, as amended.

"Chief Financial Officer" means the Chief Financial Officer of the City or such other City official or officer 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.

"Covered Parity Bonds" means Parity Bonds (other than TWDB Bonds) designated as Covered Parity Bonds.

"Credit Facility" means an agreement (including a loan agreement, revolving credit agreement, agreement establishing a line of credit, letter of credit, reimbursement agreement, insurance contract, commitment to purchase Parity Bonds, purchase or sale agreements, or commitments or other contracts or agreements) that is (a) authorized, recognized and approved by the City as a Credit Facility in connection with the authorization, issuance, security, or payment of Parity Bonds or (b) entered into with a financial institution for the purpose of (i) enhancing or supporting the creditworthiness of (A) a series or installment of Parity Bonds or (B) all of the Parity Bonds, (ii) providing a surety policy or other similar instrument in order to fund all or a portion of a Reserve Fund Requirement for one or more series of Parity Bonds, or (iii) providing liquidity with respect to a series or installment of Parity Bonds 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 Parity Bonds; provided that, on the date any such credit facility is issued, any rating agency having an outstanding rating on the Parity Bonds would not lower the rating on the Parity Bonds as confirmed in writing by such rating agency. A determination by the City Council contained in the ordinance authorizing the issuance of Parity Bonds 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 or installment 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 or paid prior to maturity in accordance with the mandatory redemption or prepayment 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 among DTC Participants.

"EMMA" means the Electronic Municipal Market Access System.

"Event of Default" means any event of default as described in Section 11.01 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.

"General Reserve Fund" has the meaning assigned in Section 7.01 hereof.

"General Reserve Fund Requirement" means an amount equal to the lesser of (i) the maximum annual Debt Service (calculated on a Fiscal Year basis) for all Outstanding Covered Parity Bonds, as determined on the date of issuance of each series or installment of Additional Bonds issued as Covered Parity Bonds, and annually following each principal payment date or redemption date for the Covered Parity Bonds, 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.

"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 8.01 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, such dates being February 15 and August 15, commencing February 15, 2022.

"Investment" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Issue Date" for the Bonds is the date on which the Bonds are delivered against payment therefor.

"MSRB" means the Municipal Securities Rulemaking Board.

"Net Revenues" means all income, revenues and receipts of every nature derived from and received by virtue of the operation of the System including interest income and earnings received from the investment of moneys in the special Funds created by this Ordinance or ordinances authorizing Parity Obligations, after deducting and paying, and making provisions for the payment of, current expenses of maintenance and operation thereof, including all salaries, materials, repairs and extensions necessary to render efficient service; provided, however, only such expenses for repairs and extensions as in the judgment of the City Council reasonably and fairly exercised, are necessary to keep the System in operation and to render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair any obligations payable from Net Revenues of the System, shall be deducted in determining "Net Revenues". Contractual payments for the purchase of water or the treatment of sewage shall be a maintenance and operating expense of the System to the extent provided in the contract incurred therefor and as may be authorized by law. Depreciation shall never be considered as an expense of operation and maintenance.

"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.

"Non-Recourse Debt" means any debt secured by a lien (other than a lien on Net Revenues), liability for which is effectively limited to the property subject to such lien with no recourse, directly or indirectly, to any other property of the City attributable to the Water and Wastewater System; provided, however, that such debt is being incurred in connection with the acquisition of property only, which property is not, at the time of such occurrence, owned by the City and being used in the operations of the City.

"Outstanding" when used in this Ordinance with respect to Parity Bonds, means, as of the date of determination, all Parity Bonds theretofore sold, issued and delivered by the City, except:

(1) those Parity Bonds cancelled or delivered to the transfer agent or registrar for cancellation in connection with the exchange or transfer of such obligations;

(2) those Parity Bonds paid or deemed to be paid in accordance with the provisions of Section 12.01 of this Ordinance; and

(3) those Parity Bonds that have been mutilated, destroyed, lost, or stolen and replacement bonds have been registered and delivered in lieu thereof.

"Owner" means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

"Parity Bonds" means any Previously Issued Bonds, the Bonds and Additional Bonds, if any.

"Parity Obligations" means all Parity Bonds, as well as any other obligations issued or incurred by the City that are determined and declared by the City Council of the City to be on a parity with the Parity Bonds, including obligations of the City issued or incurred under the terms of a Credit Facility.

"Paying Agent/Registrar" means the bank or trust company identified in Section 5.01 of this Ordinance, or any successor thereto as provided in this Ordinance.

"Previously Issued Bonds" means Outstanding and unpaid revenue bonds payable from and secured by a first lien on and pledge of the Net Revenues of the System, which consist of the following: (i) City of Lubbock, Texas Water and Wastewater System Revenue Bonds, Series 2019, (ii) City of Lubbock, Texas Water and Wastewater System Revenue Improvement and Refunding Bonds, Series 2019A, (iii) City of Lubbock, Texas Water and Wastewater System Revenue Refunding Bonds, Taxable Series 2019B, (iv) City of Lubbock, Texas Water and Wastewater System Revenue Bonds, Series 2020A, (v) City of Lubbock, Texas Water and Wastewater System Revenue Refunding Bonds, Series 2020B, (vi) City of Lubbock, Texas Water and Wastewater System Revenue Refunding Bonds, Taxable Series 2020C, and (vii) City of Lubbock, Texas Water and Wastewater System Revenue Bonds, Series 2021.

"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 last Business Day of the month next preceding an Interest Payment Date

"Register" means the register specified in Section 3.06(a) of this Ordinance.

"Regulations" means the final or temporary Income Tax Regulations applicable to obligations 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.

"Reserve Fund Obligations" means cash or investment securities of any of the type or types permitted under Sections 7.04 and 7.09 of this Ordinance (in the case of the General Reserve Fund) or Sections 7.05 and 7.09 of this Ordinance (in the case of the TWDB Reserve Fund).

"Reserve Funds" has the meaning assigned in Section 7.01 hereof.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Bonds" means the City's bonds authorized to be issued by Section 3.01 of this Ordinance.

"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).

"Subordinate Obligations" means any debt secured by or payable in whole or in part from revenues of the System or any portion thereof which expressly provides that all payments thereon shall be subordinated to the timely payment of all Parity Obligations then outstanding or subsequently issued.

"System" or "Water and Wastewater System" means the City's combined water and wastewater system, including all properties and interests in properties (real, personal or mixed and tangible or intangible, including contract rights, water rights and permits) owned, operated, maintained, and vested in, the City for the supply, storage, treatment and distribution of treated water for municipal, domestic, commercial, industrial and other uses and the collection and treatment of watered wastes, together with all future additions, extensions, replacements and improvements thereto; provided that, notwithstanding the foregoing, and to the extent now or hereafter authorized or permitted by law, the term Water and Wastewater System shall not include any water or wastewater facilities that are declared not to be a part of the Water and Wastewater System and are acquired or constructed by the City with the proceeds from the issuance of "Special Facilities Bonds," which are hereby defined as being special revenue obligations of the City which are not secured by or payable from the Net Revenues as defined herein, but which are secured by and payable solely from special contract revenues or payments received from any other legal entity in connection with such facilities, and thus constitute Non-Recourse Debt; and such revenues or payments shall not be considered as or constitute gross revenues of the Water and Wastewater System, unless and to the extent otherwise provided in the ordinance or ordinances authorizing the issuance of such "Special Facilities Bonds."

"System Fund" has the meaning assigned in Section 7.01 hereof.

"TWDB" means Texas Water Development Board.

"TWDB Bonds" means Parity Bonds owned by the Texas Water Development Board and designated as TWDB Bonds.

"TWDB Reserve Fund" has the meaning assigned in Section 7.01 hereof.

"TWDB Reserve Fund Requirement" means an amount equal to the lesser of (i) the average annual Debt Service (calculated on a Fiscal Year basis) for all Outstanding TWDB Bonds, as determined on the date of issuance of each series or installment of Additional Bonds issued as TWDB Bonds, and annually following each principal payment date or redemption date for TWDB Bonds, 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.

"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.

"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.

(a) 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.

(b) The Water and Wastewater System shall be maintained in accordance with this Ordinance as long as the Bonds remain Outstanding.

(c) The Bonds are payable from and secured by a first lien on and pledge of the Net Revenues of the Water and Wastewater System.

(d) All conditions precedent to the issuance of the Bonds have been or will be satisfied prior to delivery of the Bonds to the TWDB.

(e) Each of the Bonds shall be deemed and construed to be a "Security", and as such a negotiable instrument, within the meaning of Article 8 of the Texas Uniform Commercial Code.

(f) The provisions of this Ordinance shall constitute a contract between the City and the holder or holders from time to time of the Bonds and no change, variation or alteration of any kind of the provisions of this Ordinance may be made, unless as herein otherwise provided, until all of the Bonds shall have been paid as to both principal and interest.

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 Bonds are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Net Revenues.

The City hereby covenants and agrees that all of the Net Revenues derived from the operation of the System, with the exception of Net Revenues in excess of the amounts required to establish and maintain the special Funds created for the payment and security of the Parity Obligations, are hereby irrevocably pledged for the payment of the Parity Obligations (including the Bonds) and the interest thereon, and it is hereby ordained that the Parity Obligations (including the Bonds) 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.

(a) The Bonds are special obligations of the City, payable solely from the pledged Net Revenues, and do not constitute a prohibited indebtedness of the City, and the Bonds shall never be payable out of funds raised or to be raised by taxation.

(b) The Net Revenues shall not in any manner be pledged to the payment of any debt or obligation of the City or the System, other than Parity Obligations, except on a subordinate lien basis.

Section 2.03 Security Interest.

Chapter 1208 applies to the issuance of the Bonds and the pledge of the Net Revenues granted by the City under Section 2.01 hereof, and such pledge is therefore valid, effective, and

perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the Net Revenues granted by the City is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

ARTICLE III
AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01 Authorization.

The City's bonds, to be designated "City of Lubbock, Texas, Water and Wastewater System Revenue Bonds, Series 2021A," are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including specifically Chapter 1502 and Article VIII of the Charter of the City. The Bonds shall be issued as TWDB Bonds in the aggregate principal amount of $10,445,000, for the purposes of (i) paying the costs of acquiring, purchasing, constructing, improving, renovating, enlarging and equipping property, buildings, structures, facilities and related infrastructure for the System, (ii) funding capitalized interest on the Bonds, (iii) funding the reserve fund requirement for the Bonds, and (iv) paying the costs of issuing the Bonds.

Section 3.02 Date, Denomination, Maturities and Interest.

(a) The Bonds shall be dated the Bond Date. 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.

(b) The Bonds shall mature on February 15, in the years and in the principal amounts and shall bear interest at the rates set forth below:

Year	Principal Amount	Interest Rate	Year	Principal Amount	Interest Rate
2022	$525,000	0.60%	2032	$520,000	0.60%
2023	525,000	0.60%	2033	520,000	0.60%
2024	525,000	0.60%	2034	520,000	0.65%
2025	525,000	0.60%	2035	520,000	0.85%
2026	525,000	0.60%	2036	520,000	1.02%
2027	525,000	0.60%	2037	520,000	1.16%
2028	525,000	0.60%	2038	520,000	1.29%
2029	525,000	0.60%	2039	520,000	1.41%
2030	525,000	0.60%	2040	520,000	1.51%
2031	520,000	0.60%	2041	520,000	1.60%

(c) Interest shall accrue and be paid on each Bond respectively until its maturity or prior redemption, from the later of the Bond Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity set forth above. 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.

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 B, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the 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 B, manually executed by (or, to the extent allowed by law, bearing a facsimile signature of) the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which Certificate shall be evidence that the 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.

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 Bond remains outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of 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) An Authorized Officer is authorized and directed to execute and deliver any agreements, certificates, letters and other instruments (including but not limited to a representation letter) in such form as such official shall approve and deem appropriate to evidence the City's obligations to DTC as securities depository in connection with the delivery of the Bonds and the City's other public securities in book-entry only form.

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.

Section 4.02 Mandatory Redemption.

The Bonds shall not be subject to mandatory redemption prior to their scheduled maturity.

Section 4.03 Optional Redemption.

(a) The City reserves the right, at its option, to redeem prior to maturity Bonds maturing on or after February 15, 2033, in whole or in part, in principal installments of $5,000 or any integral multiple thereof, on February 15, 2032, or any date thereafter, at a price equal to the principal amount of the Bonds or portions thereof called for redemption plus accrued interest to the date of redemption.

(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, at least forty-five (45) days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Bonds to be redeemed.

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 and 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 4.03 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 Bank of New York Mellon Trust Company, N.A., Dallas, Texas as the Paying Agent/Registrar 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.

The 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 B hereto, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association, referred to herein as "CUSIP numbers") 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 TWDB may secure CUSIP numbers 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 regarding 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, Austin, Texas, Bond Counsel to the City ("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 "Water and Wastewater System Fund" (hereinafter referred to as the "System Fund") which has been created and established on the books of the City. The System Fund shall continue to be kept and maintained at an official depository bank of the City while the Parity Obligations (including the Bonds) remain Outstanding. Furthermore, the City affirms that the following special funds have been created and established and such funds shall continue to be maintained by the City while any Parity Obligations (including the Bonds) remain Outstanding: the "Special Water and Wastewater System Revenue Bond Fund" (hereinafter referred to as the "Bond Fund"), the "Special Water and Wastewater System Revenue Bond General Reserve Fund" (hereinafter referred to as the "General Reserve Fund") and the "Special Water and Wastewater System Revenue Bond TWDB Reserve Fund" (herein after referred to as the "TWDB Reserve Fund" and, together with the General Reserve Fund, the "Reserve Funds"). The Bond Fund, the General Reserve Fund and the TWDB Reserve Fund shall continue to be kept and maintained at the City's official depository bank, and moneys deposited therein shall be used for no purpose other than for the payment, redemption and retirement of Parity Obligations, as herein provided. The City may provide for the creation of any special Accounts deemed necessary or appropriate for the efficient administration of the System and payment of Parity Obligations.

Section 7.02 System Fund.

The City hereby covenants 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:

First: To the payment of the amounts required to be deposited in the Bond Fund for the payment of Parity Obligations, including the principal of and interest on the Parity Bonds as the same become due and payable;

Second: To the payment, equally and ratably, of the amounts required to be deposited in the Reserve Funds to accumulate, restore and maintain the amounts required to be deposited therein;

Third: To the payment of Subordinate Obligations, including the payment of amounts required to maintain any special funds created to secure payment of Subordinate Obligations; and

Fourth: For any other purpose of the City now or hereafter permitted by law.

Section 7.03 Bond Fund.

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 all Parity Obligations as such payments mature and become due, including the amount required to pay the principal of and interest on the Bonds on or before each maturity date and Interest Payment Date therefor, 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 TWDB. 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, together with the amount deposited in the Reserve Funds, is equal to the amount required to fully pay and discharge all Outstanding Parity Obligations, including Parity Bonds (principal and interest), or (ii) the Bonds are no longer Outstanding. 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.

Section 7.04 General Reserve Fund.

(a) The City covenants and agrees to accumulate and maintain Reserve Fund Obligations in the General Reserve Fund equal to not less than the General Reserve Fund Requirement which shall be calculated and predetermined at the time of issuance of each series or installment of Covered Parity Bonds. Upon issuance of Additional Bonds designated as Covered Parity Bonds, the General Reserve Fund Requirement shall be increased, if required, to an amount equal to the General Reserve Fund Requirement after taking into account such Additional Bonds. The General Reserve Fund shall be made available for and reasonably employed to pay principal of and interest on Covered Parity Bonds in the event that amounts in the Bond Fund are insufficient for such purpose. If any amount of the General Reserve Fund is employed to pay principal of or interest on Covered Parity Bonds and, after disbursement of such amounts for such purpose, the amount on deposit in the General Reserve Fund is less than the General Reserve Fund Requirement, or if an event of default under any Credit Facility held in the General Reserve Fund has occurred and is continuing, the General Reserve Fund Requirement shall be restored from Net Revenues in twenty-four (24) approximately equal monthly payments from the first available Net Revenues in the System Fund, subject only to (and in accordance with) the priority of payments hereinabove prescribed in Section 7.02.

(b) The City may, at its option, withdraw all surplus on deposit in the General Reserve Fund over the General Reserve Fund Requirement 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.

(c) For the purpose of determining compliance with the requirements of subsections (a) and (b) of this Section 7.04, Reserve Fund Obligations shall be valued each year as of the last day of the 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 Fund in book-entry form shall be continuously valued at their par value or face principal amount.

(d) To the extent permitted by and in accordance with applicable law, the City may replace or substitute a Credit Facility for cash or investment securities on deposit in the General Reserve 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 7.09 hereof on deposit in the General Reserve Fund, which (taken together with the face amount of any existing Credit Facilities) are in excess of the General Reserve Fund Requirement 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.

(e) If the City is required to make a withdrawal from the General Reserve Fund, the City shall promptly notify the issuer of any Credit Facility of the necessity for a withdrawal from the General Reserve Fund, and shall make such withdrawal first from available moneys or investment securities then on deposit in the General Reserve Fund, and next from a drawing under any Credit Facility to the extent of such deficiency.

(f) In the event of a deficiency in the General Reserve Fund (including a deficiency resulting in whole or in part from termination or expiration of a Credit Facility or an event of default under a Credit Facility), the City shall restore such deficiency from the first available Net Revenues of the System in the System Fund, subject only to (and in accordance with) the priority of payments hereinabove prescribed in Section 7.02, in twenty-four (24) approximately equal monthly payments.

(g) In the event of the redemption or defeasance of any of the Outstanding Covered Parity Bonds, any Reserve Fund Obligations on deposit in the General Reserve Fund in excess of the General Reserve Fund Requirement may be withdrawn and transferred, at the option of the City and subject to the last sentence of this subparagraph (g), to the System Fund, as a result of (i) the redemption of the Outstanding Covered Parity Bonds, or (ii) funds for the payment of the Outstanding Covered Parity Bonds 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 Covered Parity Bonds 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.

(h) In the event there is a draw upon a 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 shall be (i) subject to the provisions of subparagraph (f) hereof, and (ii) subordinate and junior in right of payment to the payment of principal of and premium, if any, and interest on the Parity Bonds. 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.

(i) Notwithstanding anything to the contrary contained in this Ordinance, the requirement set forth above in this Section 7.04 to maintain the General Reserve Fund shall be suspended for such time as the Net Revenues for each Fiscal Year are equal to at least 1.25 times the maximum annual Debt Service requirements of all Outstanding Parity Bonds. In the event that the Net Revenues for any Fiscal Year are less than 1.25 times the maximum annual Debt Service requirements of all Outstanding Parity Bonds, the City will be required to commence making deposits to the General Reserve Fund, as provided in subsection (f) above, and to continue such deposits until the earlier of (i) such time as the General Reserve Fund contains the General Reserve Fund Requirement or (ii) the end of any period of two consecutive Fiscal Years during which Net Revenues were equal to not less than 1.25 times the maximum annual Debt Service requirements of all Outstanding Parity Bonds.

During such time as the obligation to maintain the General Reserve Fund Requirement in the General Reserve Fund has been suspended pursuant to this subsection (i), the City may, at its option, withdraw all monies from the General Reserve Fund and deposit such surplus in the System Fund; provided, however, to the extent such 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.

Section 7.05 TWDB Reserve Fund.

(a) The City covenants and agrees to accumulate and maintain Reserve Fund Obligations in the TWDB Reserve Fund equal to not less than the TWDB Reserve Fund Requirement which shall be calculated and predetermined at the time of issuance of each series or installment of TWDB Bonds. The City covenants and agrees that the TWDB Reserve Fund Requirement in connection with the issuance of each series of TWDB Bonds shall be accumulated in equal monthly installments over the initial sixty (60) months following the initial delivery of such series of TWDB Bonds. Upon issuance of Additional Bonds designated as TWDB Bonds, the TWDB Reserve Fund Requirement shall be increased, if required, to an amount equal to the TWDB Reserve Fund Requirement after taking into account such Additional Bonds. The TWDB Reserve Fund shall be made available for and reasonably employed to pay principal of and interest on TWDB Bonds in the event that amounts in the Bond Fund are insufficient for such purpose. If any amount of the TWDB Reserve Fund is employed to pay principal of or interest on TWDB Bonds and, after disbursement of such amounts for such purpose, the amount on deposit in the TWDB Reserve Fund is less than the TWDB Reserve Fund Requirement, or if an event of default under any Credit Facility held in the TWDB Reserve Fund has occurred and is continuing, the

TWDB Reserve Fund Requirement shall be restored from Net Revenues in twenty-four (24) approximately equal monthly payments from the first available Net Revenues in the System Fund, subject only to (and in accordance with) the priority of payments hereinabove prescribed in Section 7.02.

(b) The City may, at its option, withdraw all surplus on deposit in the TWDB Reserve Fund over the TWDB Reserve Fund Requirement 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.

(c) For the purpose of determining compliance with the requirements of subsections (a) and (b) of this Section 7.05, Reserve Fund Obligations shall be valued each year as of the last day of the 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 Fund in book-entry form shall be continuously valued at their par value or face principal amount.

(d) To the extent permitted by and in accordance with applicable law, the City may replace or substitute a Credit Facility for cash or investment securities on deposit in the TWDB Reserve 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 7.09 hereof on deposit in the TWDB Reserve Fund, which (taken together with the face amount of any existing Credit Facilities) are in excess of the TWDB Reserve Fund Requirement 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.

(e) If the City is required to make a withdrawal from the TWDB Reserve Fund, the City shall promptly notify the issuer of any Credit Facility of the necessity for a withdrawal from the TWDB Reserve Fund, and shall make such withdrawal first from available moneys or investment securities then on deposit in the TWDB Reserve Fund, and next from a drawing under any Credit Facility to the extent of such deficiency.

(f) In the event of a deficiency in the TWDB Reserve Fund (including a deficiency resulting in whole or in part from termination or expiration of a Credit Facility or an event of default under a Credit Facility), the City shall restore such deficiency from the first available Net Revenues of the System in the System Fund, subject only to (and in accordance with) the priority of payments hereinabove prescribed in Section 7.02, in twenty-four (24) approximately equal monthly payments.

(g) In the event of the redemption or defeasance of any of the Outstanding TWDB Bonds, any Reserve Fund Obligations on deposit in the TWDB Reserve Fund in excess of the TWDB Reserve Fund Requirement may be withdrawn and transferred, at the option of the City and subject to the last sentence of this subparagraph (g), to the System Fund, as a result of (i) the redemption of the Outstanding TWDB Bonds, or (ii) funds for the payment of the Outstanding

TWDB Bonds 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 TWDB Bonds 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.

(h) In the event there is a draw upon a 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 shall be (i) subject to the provisions of subparagraph (f) hereof, and (ii) subordinate and junior in right of payment to the payment of principal of and premium, if any, and interest on the Parity Bonds. 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.

Section 7.06 Construction Fund.

There is hereby created and there shall be established and maintained on the books of the City, and accounted for separate and apart from all other funds of the City, a separate fund designated as the "City of Lubbock, Texas, Water and Wastewater System Revenue Bonds Series 2021A Construction Fund" (hereinafter called the "Construction Fund"). A portion of the proceeds from the sale of the Bonds shall be deposited to the credit of the Construction Fund for use by the City for payment of all lawful costs associated with acquiring, purchasing, constructing, improving, renovating, enlarging and equipping property, buildings, structures, facilities and related infrastructure for the System, as provided herein.

Section 7.07 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 and, if necessary, the Reserve Fund amounts sufficient to fully pay and discharge promptly each installment of interest and principal on the Bonds as such installments mature and come due; 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 7.08 Deficiencies in Funds.

If in any month the City shall, for any reason, fail to pay into any Fund the full amounts above stipulated, amounts equivalent to such deficiencies shall be set apart and paid into such Fund from the first available and unallocated Net Revenues of the System, subject to the priority of payments prescribed in Section 7.02, in the following month or months and such payments shall be in addition to the amounts hereinabove provided to be otherwise paid into such Fund during such month or months.

Section 7.09 Security and Investment of Funds.

(a) All Funds and Accounts shall be secured in the manner and to the fullest extent required by law for the security of public funds, including Chapter 2257, Texas Government Code, as amended, and the funds created by the Ordinance shall be used only for the purposes therein specified.

(b) Money in any Fund or Account established or affirmed pursuant to this Ordinance or any ordinance authorizing the issuance of Parity Obligations, 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 Fund shall not have a maturity in excess of five (5) years.

Section 7.10 Excess Revenues.

All revenues of the System in excess of those required to establish and maintain the Bond Fund and the Reserve Funds as required herein may be used for any proper City purpose now or hereafter permitted by law including, without limitation, pledging any excess revenues in support of Subordinate Obligations.

ARTICLE VIII
SALE AND DELIVERY OF BONDS; DEPOSIT OF PROCEEDS

Section 8.01 Sale of the Bonds.

The sale of the Bonds to TWDB at a price of the par value thereof, is hereby approved. It is hereby officially found, determined and declared that the above price and terms of sale of the Bonds are the most advantageous reasonable obtainable by the City.

The Bonds herein authorized shall be initially issued (i) as a single fully registered bond in the total principal amount of this series with principal installments to become due and payable as provided in Section 3.02 hereof and numbered T-1, or (ii) as one bond for each year of maturity in

the applicable principal amount and denomination as referenced in Section 3.02 hereof and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Bond(s)") and, in either case, the Initial Bond(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Bond(s) shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the TWDB. At the delivery of the Bonds, the TWDB shall have the right to exchange such Bonds as provided in Section 3.06 hereof without cost.

Section 8.02 Control and Delivery of Bonds.

(a) An Authorized Officer 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 TWDB under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor or City Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tem and the Assistant City Secretary shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor and City Secretary, respectively.

Section 8.03 Deposit of Proceeds.

The proceeds from the sale of the Bonds shall be used for the purposes set forth in this Ordinance at the direction of the Mayor, City Manager, Chief Financial Officer or other authorized City official. Any proceeds of the Bonds, together with earnings from the investment thereof, remaining after making all such deposits and payments shall be deposited into the Bond Fund and, to the extent applicable, applied to pay or redeem Bonds as provided in Section 15.01(b) of this Ordinance.

Notwithstanding the above and foregoing, immediately following the delivery of the Bonds and prior to the deposit of the proceeds from the sale of such Bonds into the Construction Fund established at an official depository of the City pursuant to Section 7.05 hereof, such proceeds shall be held in trust and in escrow pursuant to the written escrow agreement described below pending written authorization to release said proceeds.

A "Special Escrow Deposit Agreement" by and between the City and The Bank of New York Mellon Trust Company, N.A., attached hereto as Exhibit C and incorporated herein by reference as a part of this Ordinance for all purposes, is hereby approved as to form and content, and the Mayor and the City Secretary of the City are hereby authorized and directed to execute

such Special Escrow Deposit Agreement in substantially the same form and content herein approved.

ARTICLE IX
ADDITIONAL BONDS

Section 9.01 Issuance of Additional Bonds.

(a) 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 Parity Obligations (including 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 series or installments, provided, however, that none shall be issued unless and until the following conditions have been met:

(i) The City is not then in default as to any covenant, condition or obligation prescribed by any ordinance authorizing the issuance of Parity Obligations then Outstanding;

(ii) Each of the special Funds created for the payment and security of the Parity Obligations contains the amount of money and investments then required to be on deposit therein;

(iii) With respect to Covered Parity Bonds, the General Reserve Fund Requirement shall be accumulated and supplemented as necessary to maintain therein the General Reserve Fund Requirement (unless the obligation to maintain the General Reserve Fund Requirement is suspended pursuant to subsection 7.04(i)) and, with respect to TWDB Bonds, the TWDB Reserve Fund Requirement shall be accumulated and supplemented as necessary to maintain therein the TWDB Reserve Fund Requirement; the ordinance authorizing the issuance of the Additional Bonds shall provide for any required increase in the General Reserve Fund or the TWDB Reserve Fund, as applicable, and (if supplementation is necessary to meet all conditions of said Reserve Funds) said ordinance shall make provision that same be supplemented by the required amounts in equal monthly installments from the date of delivery of such Additional Bonds, as provided by this Ordinance;

(iv) The Chief Financial Officer shall provide a certificate to the effect that, according to the books and records of the City, during the last completed Fiscal Year, or during any consecutive twelve (12) month period of the last fifteen (15) months next preceding the date of delivery of the Additional Bonds, the Net Revenues of the System were equal to at least 1.25 times the maximum annual Debt Service requirements of the Parity Bonds which will be outstanding upon the issuance of the Additional Bonds. In making a determination of the Net Revenues, the Chief Financial Officer 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 the certificate based on such change in charges being in effect for the entire period covered by the certificate of the Chief Financial Officer.

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 Parity Bonds.

(b) Wherever, in this Ordinance, the City reserves the right to issue Additional Bonds, such term shall also include, mean and refer to any other forms or types of obligations which may be made lawfully payable from and secured by the same source of revenues of the City.

(c) If Additional Bonds are being issued for the purpose of refunding less than all outstanding Parity Bonds, the certification described in subsection (a)(iv) of this Section is not required so long as the aggregate Debt Service requirements of such refunding Parity Bonds (or Parity Obligations) will not exceed the aggregate Debt Service requirements of the Parity Bonds being refunded.

Section 9.02 Credit Facilities.

Payments to be made under a Credit Facilities may be treated as Parity Obligations if the governing body of the City makes a finding in the ordinance authorizing the execution and delivery of such Credit Facility that the obligations of the City incurred under a Credit Facility shall be treated as a Parity Obligation that, based upon the findings contained in a certificate executed and delivered by the Chief Financial Officer, the City will have sufficient funds to meet the financial obligations of the System, including sufficient Net Revenues to satisfy the annual Debt Service requirements of the System and the financial obligations of the City relating to the System after giving effect to the treatment of the Credit Facility as a Parity Obligation.

Section 9.03 Separately Financed Projects.

The City expressly retains the right to issue or incur bonds, notes, or other obligations or evidences of indebtedness, other than Parity Obligations, for any project or purpose for goods or services other than the supply, storage, treatment and distribution of treated water for municipal, domestic, commercial, industrial and other uses and the collection and treatment of watered wastes, which presently are or hereafter may be authorized or permitted to be provided or maintained by water and wastewater systems generally or the City specifically under the laws of the State of Texas, federal law or the City's home rule charter; provided, that the bonds, notes or other obligations issued or incurred for any such separately financed project are payable from and secured by other available funds derived from the ownership or operation thereof or excess Net Revenues remaining after satisfying, or making provision for the satisfaction of, the priority of claims identified on such Net Revenues in Section 7.02 hereof and separate books and records for such separately financed project or activity are maintained by the City.

ARTICLE X
PARTICULAR REPRESENTATIONS AND COVENANTS

Section 10.01 Rates and Charges.

The City shall, at all times while any of the Parity Obligations (including the Bonds) are outstanding and unpaid, maintain rates and collect charges for the facilities and services afforded by the Water and Wastewater System, as required by Section 1502.057, Texas Government Code, which will provide revenues sufficient at all times to:

(a) pay all maintenance, operation, Debt Service, depreciation, replacement and betterment charges of the Water and Wastewater System;

(b) pay the amounts required to be deposited to the Bond Fund to pay the principal of and interest on the Parity Bonds as the same becomes due and payable, to accumulate and maintain the reserve amount, if any, required to be deposited in the Reserve Fund, and to pay any other costs of Parity Obligations as the same becomes due and payable;

(c) produce Net Revenues each year in an amount reasonably estimated to be not less than 1.25 times the maximum annual Debt Service requirements of the Parity Bonds from time to time outstanding; and

(d) pay 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 10.02 Maintenance and Operation; Insurance.

The City shall maintain the Water and Wastewater System in good condition and operate the same in an efficient manner and at reasonable cost. So long as any Parity Bonds are outstanding, 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 10.03 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.

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 10.04 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 Bonds, when issued, shall be equally and ratably secured by a first lien on and pledge of the Net Revenues *pari passu* with the lien securing payment of all other Parity Obligations in such manner that no Parity Obligation shall have preference or priority over the Bonds.

(b) That, other than for the payment of Parity Obligations, the Net Revenues are (and shall) not in any manner be pledged to the payment of any debt or obligation of the City or of the System on a parity with the Bonds.

(c) So far as it legally may, the City covenants and agrees, for the protection and security of the Parity Bonds and the holders thereof from time to time, that it will not grant a franchise for the operation of any competing system in the City until all Parity Bonds shall have been retired.

(d) 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 Parity Obligations (including the Bonds and any Additional Bonds).

(e) That, it will cause to be rendered monthly to each customer receiving water and wastewater 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.

(f) 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.

(g) 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.

(h) That it 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.

Section 10.05 Federal Income Tax Exclusion.

(a) Definitions. When used in this Section, the following terms have the following meanings:

"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.

"Gross Proceeds" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Investment" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Issue Date" for each series or sub-series of the Bonds or other obligations of the City is the respective date on which such series or sub-series of the Bonds or other obligations of the City is delivered against payment therefor.

"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.

"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.

"Regulations" means the temporary or final Income Tax Regulations applicable to obligations 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.

"TWDB Source Series Bonds" means the TWDB Bonds that are issued to provide financing for the Bonds.

"Yield of

any Investment shall be computed in accordance with Section 1.148-5 of the Regulations, and

the Bonds shall be computed in accordance in accordance with Section 1.148-4 of the Regulations.

(b) 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 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 Bond, the City shall comply with each of the specific covenants in this Section.

(c) 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 Bond and prior to the last stated maturity of the 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 Bond 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,

(ii) not directly or indirectly impose or accept any charge or other payment for use of Gross Proceeds of such Bond or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with such Gross Proceeds other than taxes of general application and interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes, and

(iii) not use the proceeds of the Bonds in a manner that would cause the Bonds to become "private activity bonds" within the meaning of Section 141 of the Code.

(d) 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 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 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.

(e) No Arbitrage Bonds. The City shall not, at any time prior to the earlier of the final stated maturity or final payment of such Bond, directly or indirectly use the proceeds of the Bonds in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code and Regulations, including to acquire or to replace funds which were used, directly or indirectly, to acquire Nonpurpose Investments which produce a yield materially higher than the yield on the TWDB Source Series Bonds, other than Nonpurpose Investments acquired with:

(i) proceeds of the TWDB's Source Series Bonds invested for a reasonable temporary period of up to three (3) years after the issue date of the Source Series Bonds until such proceeds are needed for the facilities to be financed;

(ii) amounts invested in a bona fide debt service fund, within the meaning of Section 1.148-1(b) of the Regulations; and

(iii) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed the least of maximum annual Debt Service on the Obligations, 125% of average annual Debt Service on the Obligations, or 10 percent of the stated principal amount (or, in the case of a discount, the issue price) of the Obligations;

(f) 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 Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the regulations and rulings thereunder.

(g) 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 Bonds on such forms and in such place as such Secretary may prescribe.

(h) 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 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 such Bond 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 Bonds by the initial purchasers 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 (2) 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 (2) 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.

(i) 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, at any time after the Issue Date of the Bonds and prior to the earlier of the final stated maturity or final payment of the Bonds, 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 Bonds, not been relevant to either party.

(j) No Acquisition of the TWDB Source Series Bonds. Neither the City nor a related party thereto will acquire any of the TWDB's Source Series Bonds in an amount related to the amount of the Bonds.

ARTICLE XI
DEFAULT AND REMEDIES

Section 11.01 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;

(b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance.

Section 11.02 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 11.03 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 XII
DISCHARGE

Section 12.01 Discharge.

The Bonds may be defeased, discharged or refunded in any manner permitted by applicable law.

ARTICLE XIII
CONTINUING DISCLOSURE UNDERTAKING

Section 13.01 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 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 referenced to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB of filed with the SEC.

(d) An Authorized Officer is authorized to establish and implement written procedures to ensure compliance with the reporting requirements imposed by this Section. Such procedures may be modified and amended by the Authorized Officer from time to time to the extent the modification or amendment of such procedures are deemed necessary, useful or appropriate.

Section 13.02 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) redemption 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.

For these purposes, (a) any event described in the immediately preceding paragraph (xii) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding paragraphs (xv) and (xvi) and the definition of Financial Obligation in this Ordinance to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

(b) The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 13.01 of this Ordinance by the time required by such Section.

Section 13.03 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 13.04 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 XIV
AMENDMENT OF ORDINANCE

Section 14.01 Amendment of Ordinance.

(a) That the holders of the Parity Bonds aggregating a majority in principal amount of then outstanding Parity Bonds shall have the right from time to time to approve any amendment to this Ordinance which may be deemed necessary or desirable by the City; provided, however, that without the consent of the holders of all of the Parity Bonds 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 so as to: (i) make any change in the maturity of the outstanding Bonds; (ii) reduce the rate of interest borne by any of the outstanding Bonds; (iii) reduce the amount of the principal payable on the outstanding Bonds; (iv) modify the terms of payment of principal of or interest on the outstanding Bonds or impose any conditions with respect to such payment; (v) affect the rights of the holders of less than all of the Bonds then outstanding; or (vi) change the minimum percentage of the principal amount of Bonds necessary for consent to such amendment.

(b) That if at any time the City shall desire to amend the Ordinance under this Section, the City shall cause notice of the proposed amendment to be (i) posted on the MSRB's EMMA system or (ii) published in a financial newspaper or journal published in The City of New York, New York, once during each calendar week for at least two (2) successive calendar weeks; provided, however, that the publication of such notice shall not constitute a condition precedent to the adoption of such amendatory ordinance and the failure to post or publish such notice shall not adversely affect the implementation of such amendment as adopted pursuant to such amendatory ordinance. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Paying Agent/Registrar for inspection by all holders of Bonds. Such publication is not required, however, if notice in writing is given to each holder of Bonds.

(c) That whenever at any time not less than thirty (30) days, and within one year, from the date of the first posting or publication of said notice or other service of written notice the City shall receive an instrument or instruments executed by the holders of at least a majority in aggregate principal amount of all Bonds then outstanding, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically consent to and approve such amendment in substantially the form of the copy thereof on file with the Paying Agent/Registrar, the City Council may pass the amendatory ordinance in substantially the same form.

(d) That upon the passage of any amendatory ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be amended in accordance with such amendatory ordinance, and the respective rights, duties and obligations under this Ordinance of the City and all the holders of then outstanding Bonds shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such amendments.

(e) That any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six (6) months from the date of the first publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six (6) months from the date of the first publication of such notice by the holder who gave such consent, or by a successor in title, by filing notice thereof with the Paying Agent/Registrar therefor and the City, but such revocation shall not be effective if the holders of a majority in aggregate principal amount of the then outstanding Bonds as in this Section defined have, prior to the attempted revocation, consented to and approve the amendment.

(f) For the purposes of this Section, the ownership and other matters relating to all Bonds registered as to ownership shall be determined from the registration books kept by the registrar therefor. The Paying Agent/Registrar may conclusively assume that such ownership continues until written notice to the contrary is served upon the Paying Agent/Registrar.

(g) The foregoing provisions of this Section notwithstanding, the City by action of the City Council may amend this Ordinance for any one or more of the following purposes:

(i) To add to the covenants and agreements of the City in this Ordinance contained, other covenants and agreements thereafter to be observed, grant additional rights or remedies to bondholders or to surrender, restrict or limit any right or power herein reserved to or conferred upon the City;

(ii) To make such provisions for the purpose of clarifying matters or questions arising under this Ordinance, as are required by the Attorney General of Texas to obtain the Attorney General's approval of the issuance of the Bonds or required by TWDB before their issuance or for the purpose of curing any ambiguity, or curing, correcting or supplementing any defective provision contained in this Ordinance, or at any time before or after issuance, including, without limitation, those matters described in Section 13.04 hereof, as are necessary or desirable and not contrary to or inconsistent with this Ordinance, and in all events which shall not adversely affect the interests of the owners of the Bonds;

(iii) To modify any of the provisions of this Ordinance in any other respect whatsoever, provided that such modification shall be, and be expressed to be, effective only after all previously issued Parity Bonds outstanding at the date of the adoption of such modification shall cease to be outstanding;

(iv) To make such amendments to this Ordinance as may be required, in the opinion of Bond Counsel, to ensure compliance with sections 103 and 141 through 150 of the Code and the regulations promulgated thereunder and applicable thereto.

Notice of any such amendment may be posted or published by the City in the manner described in clause (b) of this Section; provided, however, that the publication of such notice shall not constitute a condition precedent to the adoption of such amendatory ordinance and the failure to post or publish such notice shall not adversely affect the implementation of such amendment as adopted pursuant to such amendatory ordinance.

ARTICLE XV
MISCELLANEOUS

Section 15.01 Compliance with the Texas Water Development Board's Rules and Regulations.

The City will comply with all of the requirements contained in the resolution or resolutions adopted by the TWDB with respect to the issuance of the Bonds. In addition, in compliance with the TWDB's Drinking Water State Revolving Fund Loan Program Rules, the City agrees and covenants:

(a) Unused Funds. Any unused funds (those funds unspent after the original approved project is completed) shall be used for enhancements to the original project that are explicitly approved by the Executive Administrator, or if no enhancements are authorized by the Executive Administrator, the City shall submit a final accounting and disposition of any unused funds.

(b) Surplus Proceeds. Any proceeds of the Bonds determined to be surplus funds remaining after completion of one or more of the purposes described in Section 3.01 hereof shall be used for the following purposes as approved by the Executive Administrator of the TWDB: (1) to redeem, in inverse annual order, the Bonds owned by the TWDB, (2) deposit into the Bond Fund for the payment of interest or principal on the Bonds owned by the TWDB, or (3) deposit into the Reserve Fund.

(c) TWDB Remedies. The TWDB may exercise all remedies available to it in law or equity, and any provision of the Bonds that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect.

(d) Investment of Proceeds. Proceeds from the sale of the Bonds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257.

(e) Environmental Indemnification. The City shall indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the City, its contractors, consultants, agents, officials and employees as a result of activities relating to the project, to the extent permitted by law.

(f) Compliance with Davis-Bacon. All laborers and mechanics employed by contractors and subcontractors for projects be paid wages at rates not less than those prevailing on projects of a similar character in the City in accordance with the Davis-Bacon Act, and the U.S. Department of Labor's implementing regulations and all project contracts shall mandate compliance with the Davis-Bacon Act. All contracts and subcontracts for the construction of the project carried out in whole or in part with proceeds of the Bonds shall insert in full in any contract in excess of $2,000 the contracts clauses as provided by the TWDB.

(g) Federal Funding Accountability and Transparency Act. The City shall provide the TWDB with all information required to be reported in accordance with the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282. The City shall obtain a Data Universal Numbering System Number (DUNS) and shall register with the System for Award Management (SAM) and maintain such registration while the Bonds are outstanding.

(h) Timely Use of Proceeds. All funds deposited to the credit of the Construction Fund will be used in a timely and expeditious manner, as required by federal statute and Environmental Protection Agency regulations, and the City will adhere to the project schedule approved by the Executive Administrator.

(i) American Iron and Steel Requirement. The City will abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by the 2014 Federal Appropriations Act and related State Revolving Fund Policy Guidelines.

(j) Additional Covenants Related to Tax-Exempt Status.

(i) The City will not use any portion of the proceeds of the Bonds in a manner that would cause the Bonds to become "private activity bonds" within the meaning of Section 141 of the Code, and the Regulations.

(ii) No portion of the proceeds of the Bonds will be used, directly or indirectly, in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code and Regulations, including to acquire or to replace funds which were used, directly or indirectly to acquire Nonpurpose Investments (as defined in the Code and Regulations) which produce a yield materially higher than the yield on the TWDB's bonds that are issued to provide financing for the Bonds (the "Source Series Bonds"), other than Nonpurpose Investments acquired with:

(A) proceeds of the TWDB's Source Series Bonds invested for a reasonable temporary period of up to three (3) years after the issue date of the Source Series Bonds until such proceeds are needed for the facilities to be financed;

(B) amounts invested in a bona fide debt service fund, within the meaning of Section 1.148-1(b) of the Regulations; and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed the least of the maximum annual Debt Service on the Bonds, 125% of the average annual Debt Service on the Bonds, or 10% of the stated principal amount (or, in the case of a discount, the issue price) of the Bonds.

(iii) Neither the City nor a related party thereto will acquire any of the TWDB's Source Series Bonds in an amount related to the amount of the Bonds.

(iv) The City will refrain from using the proceeds of the Bonds to pay debt service on another issue of obligations of the City in contravention of section 149(d) of the Code (related to “advance refundings”).

(k) Payment of Principal and Interest. Notwithstanding Section 3.03 hereof, payments of principal and interest on the Bonds will be made to the TWDB via wire transfer at no cost to the TWDB.

(l) Environmental Findings. The City will comply with all conditions as specified in the final environmental finding of the Executive Administrator when issued, including the standard emergency discovery conditions for threatened and endangered species and cultural resources.

Section 15.02 Severability.

(a) If any Section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid, null, void, of no force and effect, then such provisions shall be construed as severable from the reminder of this Ordinance and shall not affect the validity of all other provision of this Ordinance which shall remain in full force and effect.

Section 15.03 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 14th day of September, 2021, at a regular meeting of the City Council of the City of Lubbock, Texas.

_____
DANIEL M. POPE, Mayor

ATTEST:

_____
REBECCA GARZA, City Secretary

[SEAL]

APPROVED AS TO CONTENT:

By: _____
D. BLU KOSTELICH, Chief Financial Officer

APPROVED AS TO FORM:

By: _____
JERRY V. KYLE, JR., Bond Counsel

EXHIBIT A

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

The following information is referred to in Article XII of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified below:

1. The financial statements of the City 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 financial statements.

EXHIBIT B

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:

(a) Form of Bond.

REGISTERED REGISTERED
No._____ $_____

United States of America
State of Texas
County of Lubbock
CITY OF LUBBOCK, TEXAS
WATER AND WASTEWATER SYSTEM REVENUE BOND
SERIES 2021A

INTEREST RATE:	MATURITY DATE:	BOND DATE:	CUSIP NUMBER:
_____%	February 15, 20__	October 14, 2021	___ _____

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 the Bond Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on February 15 and August 15 of each year, commencing February 15, 2022. 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 Dallas, Texas (the "Designated Payment/Transfer Office"), of The Bank of New York Mellon Trust Company, N.A., 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 $10,445,000 (herein referred to as the "Bonds"), issued pursuant to the authority provided by Chapters 1502, Texas Government Code, as amended, and a certain ordinance of the City (the "Ordinance"), for the purposes described in the Ordinance.

The Bonds 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.

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 reserves the right, at its option, to redeem prior to maturity Bonds maturing on or after February 15, 2033, in whole or in part, in principal installments of $5,000 or any integral multiple thereof, on February 15, 2032, or any date thereafter, at a price equal to the principal amount of the Bonds or portions thereof called for redemption plus accrued interest to the date of 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.

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, 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.

_____
Mayor, City of Lubbock, Texas

_____
City Secretary, City of Lubbock, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive 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.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,
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:_____

Signature Guaranteed By:

_____
Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(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, the headings "INTEREST RATE" and "MATURITY DATE" shall be completed with the words "As shown below," and the heading "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates in accordance with the following schedule:

Year	Principal Amount	Interest Rate

(Information to be inserted from Section 3.02 of the Ordinance)

(iii) the Initial Bond shall be numbered T-1.

EXHIBIT C

SPECIAL ESCROW DEPOSIT AGREEMENT

Regular City Council Meeting **8. 12.**

Meeting Date: 09/14/2021

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-O0113, for Zone Case 2538-U, a request of AMD Engineering, LLC for Yates II BY, LLC, for a zone change from Single-Family District (R-1) to Two-Family District (R-2), at 6902 19th Street, located east of Rochester Avenue and north of 19th Street, on 4.63 acres of unplatted land out of Block JS, Section 10.

Item Summary

On August 24, 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 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

Attachments

Ordinance 2538-U
Staff Report 2538-U
Documentation 2538-U

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-U; A ZONING CHANGE FROM R-1 TO R-2 ZONING DISTRICT AT 6902 19TH STREET, LOCATED EAST OF ROCHESTER AVENUE AND NORTH OF 19TH STREET, ON 4.63 ACRES OF UNPLATTED LAND OUT OF BLOCK JS, 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, 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-U

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 **R-2** zoning district at **6902 19th Street, located east of Rochester Avenue and north of 19th Street, on 4.63 acres of unplatted land out of Block JS, 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/ZC2538-U
July 29, 2021

DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 10, BLOCK JS,
LUBBOCK COUNTY, TEXAS

(Sheet 1 of 2, Sketch of tract attached as Sheet 2)

METES AND BOUNDS DESCRIPTION of a 4.63-acre tract of land located in Section 10, Block JS, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point for the southwest corner of said 4.63-acre tract, whence the southwest corner of Section 10, Block JS bears S 01°52'00" W, a distance of 365.00' and N 88°08'00" W, a distance of 1876.66';

THENCE N 01° 41' 25" E a distance of 0.1 feet to a point of intersection;

THENCE northwesterly, along a curve to the left, an arc distance of 311.86 feet, said curve having a radius of 532.00 feet, a delta angle of 33° 35' 12", a chord distance of 307.41 feet and a chord bearing of N. 15° 06' 11" W., to a point of intersection;

THENCE N 29° 37' 40" E a distance of 9.37 feet to a point of intersection;

THENCE S 88° 18' 35" E a distance of 719.13 feet to a point of intersection;

THENCE S 01° 47' 56" W a distance of 304.63 feet to a point of intersection;

THENCE N 88° 08' 00" W a distance of 634.13 feet to the Point of Beginning and containing approximately 4.63 acres.

This description was prepared for purposes of a zoning request and does not represent a survey made upon the ground.

July 23, 2021

ZONE CHANGE APPLICATION
EXHIBIT
(SHEET 2)

A 4.63 ACRE TRACT OF LAND
LOCATED IN SECTION 10, BLOCK JS,
LUBBOCK COUNTY, TEXAS

THE GARDENS AT BURGAMY PARK,

LOTS 1 THROUGH 23,
AN ADDITION LOCATED IN SECTION 10, BLOCK JS,
LUBBOCK COUNTY, TEXAS

18TH STREET
52' R-O-W (P&D 2021022581)

ROCHESTER AVENUE
64' R-O-W (P&D 2021022581)

BURGAMY PARK
LOTS 1 THROUGH 61
(P&D 2021022581)

20' DRE/UUE
(10' EACH LOT)

52' R-O-W (P&D 2021022581)

N.29°37'40"E.
9.37'

S.88°18'35"E. 719.13'
(P&D 2021022581)

R = 532.00' L = 311.86' Δ = 33°35'12"
CH = 307.41' N.15°06'11"W.

R-2

S.01°47'56"W. 304.63'

N.01°41'25"E.
0.10'

POB

R-O-W EASEMENT
(TO BE DEDICATED BY
SEPARRATE INSTRUMENT)

N.88°08'00"W. 634.13'

NORTHING: 7,274,774.13
EASTING: 912,393.31

THE SOUTHWEST CORNER OF SECTION 10, BLOCK JS BEARS S.01°52'00"W., 365.00' AND N.88°08'00"W. 1,876.66' FROM THIS POINT.

NOT PLATTED
OWNER: MILLENNIUM TRUST COMPANY, LLC.
CCFN: 20200231&4

ROCHESTER AVENUE
64' R-O-W (P&D 2021022581)

NOT PLATTED
OWNER: J LOTT 5 INTERESTS, LLC.
(CCFN: 20190388660)

REMAINDER OF
7.723 ACRES
OWNER: YATESIIBY, LC.
(CCFN: 2019050874)

ELECTRIC TRANSMISSION LINE EASEMENT-SPS
(VOL. 1084, PG. 603)

STORMWATER DRAINAGE AND COLLECTION EASEMENT
(TO BE DEDICATED BY SEPARATE INSTRUMENT)

ELECTRIC TRANSMISSION LINE EASEMENT-SPS
(VOL. 427, PG. 208)

ELECTRIC TRANSMISSION LINE EASEMENT-SPS (VOL. 1084, PG. 603)

TERRA ESTATES
LOTS 1 THROUGH 18, 23 THROUGH 40, AND 45 THROUGH 53
(PLAT: VOLUME 1069, PAGE 546)

18TH STREET

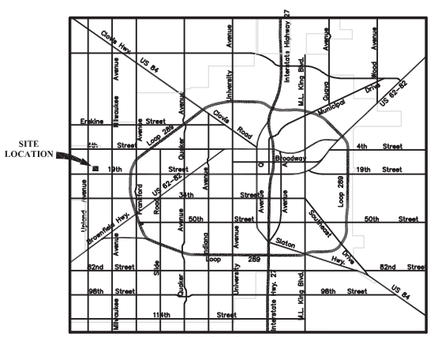
SOUTH LINE OF SECTION 10

19TH STREET (STATE HIGHWAY 114)

- ZONING REQUEST R-2 FROM R-1

SCALE: 1"=100'

0 50' 100' 200'



VICINITY MAP
NOT TO SCALE

AMD
CIVIL ENGINEERING
LAND SURVEYING

AMD Engineering, LLC
6515 68th Street, Suite 300
Lubbock, TX 79424

Phone: 806-771-5976
Fax: 806-771-7625
TBPE Reg. # F-9197

Accuracy - Efficiency - Integrity

Planning Department
City of Lubbock

Staff Report	Zone Case 2538-U
City Council Meeting	August 24, 2021

Applicant AMD Engineering, LLC

Property Owner Yates II BY, LLC

Council District 6

Recommendations
- Staff recommends Approval.

Prior Board or Council Action
- September 27, 1984: This property was annexed and zoned Transition (T) through Ordinance No. 008660.
- October 10, 1985: This property was rezoned to Single Family District (R-1) through Ordinance No. 008827.
- July 29, 2021: The Planning and Zoning Commission recommended approval of a zone change to Two-Family District (R-2) by a vote of 8-0-0.

Notification Summary
- Notifications Sent: 9
- Received In Favor: 1
- Received In Opposition: 1

Site Conditions and History
The subject property was annexed in 1984 and has since remained undeveloped and unsubdivided.

Adjacent Property Development
The properties to the south are vacant and zoned R-1 with additional commercial properties zoned Local Retail (C-2) across 19th Street. To the north, east, and west is vacant land zoned R-1, with some existing homes to the west.

Zoning Request and Analysis
Item Summary
The subject property is located at 6902 19th Street, east of Rochester Avenue and north of 19th Street, on 4.63 acres of unplatted land out of Block JS, Section 10. The applicant is requesting a zone change from R-1 to R-2.

Current zoning: **Single-Family District (R-1)**

Requested zoning: **Two-Family District (R-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 R-2 zoning is, "… to promote stable, quality residential development of slightly increased densities and multiple occupancy. This district may include entire neighborhoods or when used in

accordance with the intent of the comprehensive plan, may provide a "buffer" district between low-density and high-density or non-residential districts."

Traffic Network/Infrastructure Impacts
The location is along Rochester Avenue, which is a local street. Local streets typically provide access to smaller, destination oriented areas, such as neighborhoods, subdivisions or local business districts. With the intended function of local streets being to carry traffic to and from the main transportation network, these streets are generally residential in character and shorter in length, spanning short distances rather than across districts. Additionally, Rochester Avenue feeds directly into 19th Street, which is a Principal Arterial, just south of the proposed zone change area. This road is suitable for the proposed use.

Compatibility with Surrounding Property
The proposed zone change 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 "Low-Density Residential". The R-2 district is more equivalent to medium-density residential, but compliments low-density residential districts and being located relatively close to a major thoroughfare (19th Street) it is suitably located according to the comprehensive plan's Future Land Use Compatibility Matrix (pg 64).

Conformance with Zoning Ordinance
The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other residential uses and zoning that are already established.

Suitability of Property for Allowed Uses
The property is suitable for the proposed uses though it may need additional public improvements to support the intensity of uses described in the R-2 zoning district as it is currently vacant.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and supporting documentation
I. Response Letters

Staff Contacts

Shane Spencer
Planner
Planning Department
806-775-2103
sspencer@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 2538-U

Allowable Uses: Two-Family District (R-2)

Transportation: The proposed development has points of access from Rochester Avenue and 19th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Rochester Ave *Local,*	R.O.W. 64 feet, 2-lane, undivided, paved	R.O.W. 64 feet, 2-lane, undivided, paved
19th Street *Principal Arterial, Partial*	R.O.W. 65 feet, 5-lane, divided, paved	R.O.W. 110 feet, 7-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

5.2 **Case 2538-U:** AMD Engineering, LLC for Yates II BY, LLC.

Request for a zone change from Single-Family District (R-1) to Two-Family District (R-2), at:

- 6902 19th Street, located east of Rochester Avenue and north of 19th Street, on 4.63 acres of unplatted land out of Block JS, Section 10.

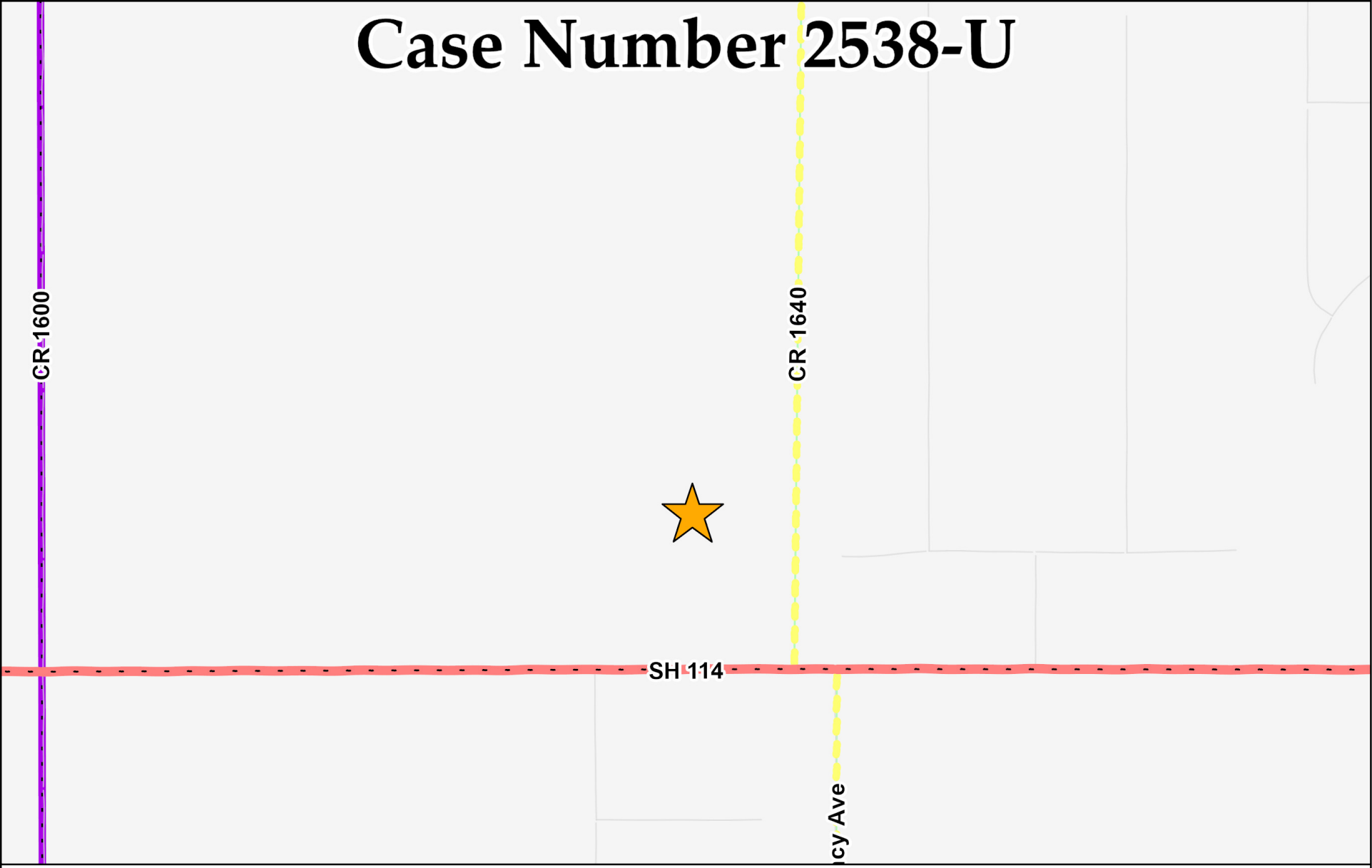
PLANNING AND ZONING MANAGER KRISTEN SAGER stated there were nine (9) notifications sent out. There has been one (1) returned in favor and one (1) returned in opposition. The one notification response in opposition stated they are concerned that if duplexes are placed at the entrance of the neighborhood, it will bring down the area. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

REPRESENTATIVE CORY DULIN 6516 68th Street, AMD Engineering, stated they are going to be constructing garden homes, not duplexes.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 2538-U** a motion was made by **DAN WILSON** and seconded by **JORDAN WHEATLEY** to approve the request as presented by staff and the Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.

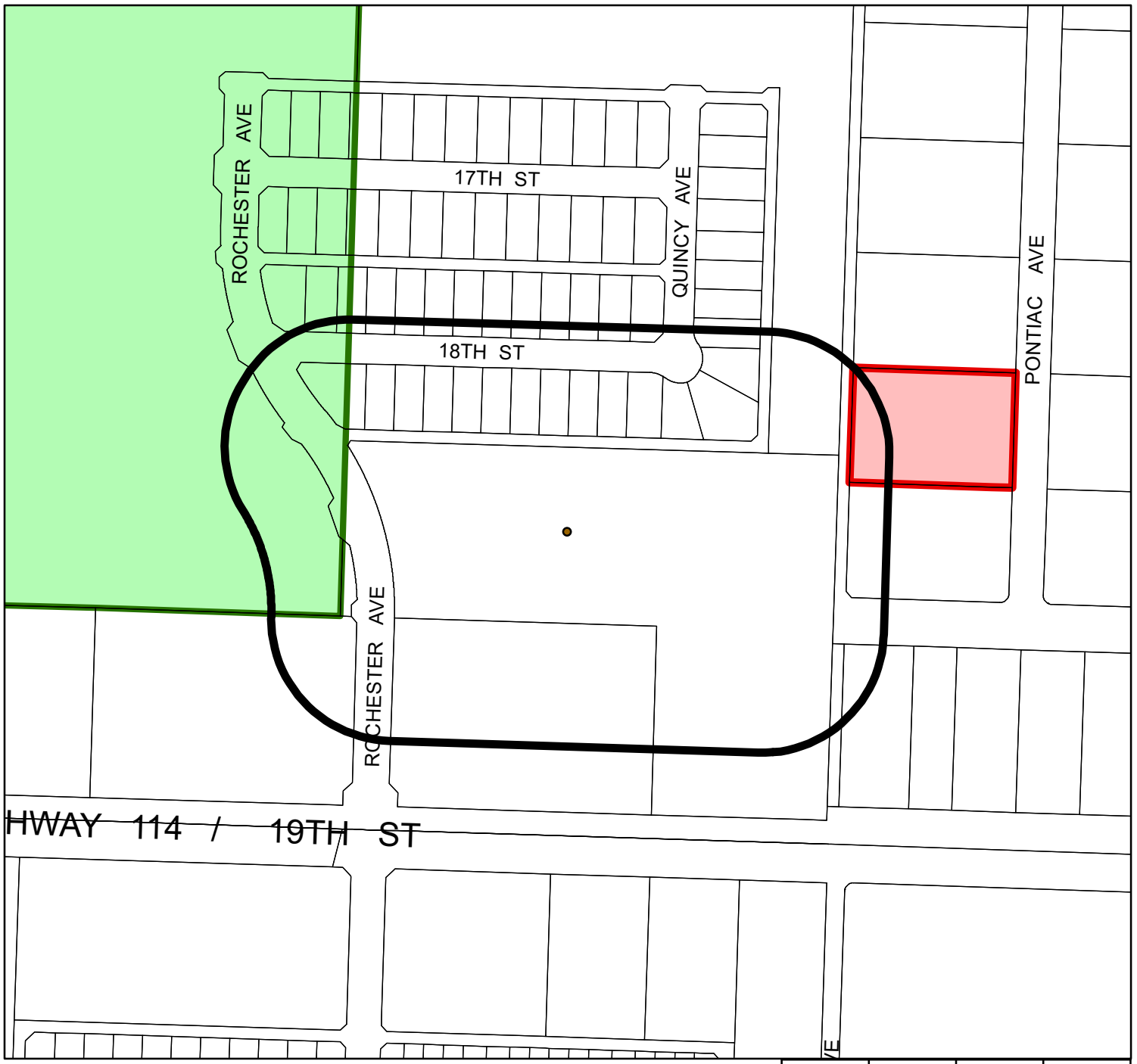
Case Number 2538-U



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: July 2021



PZC Mailout Notifications Received

N

Legend

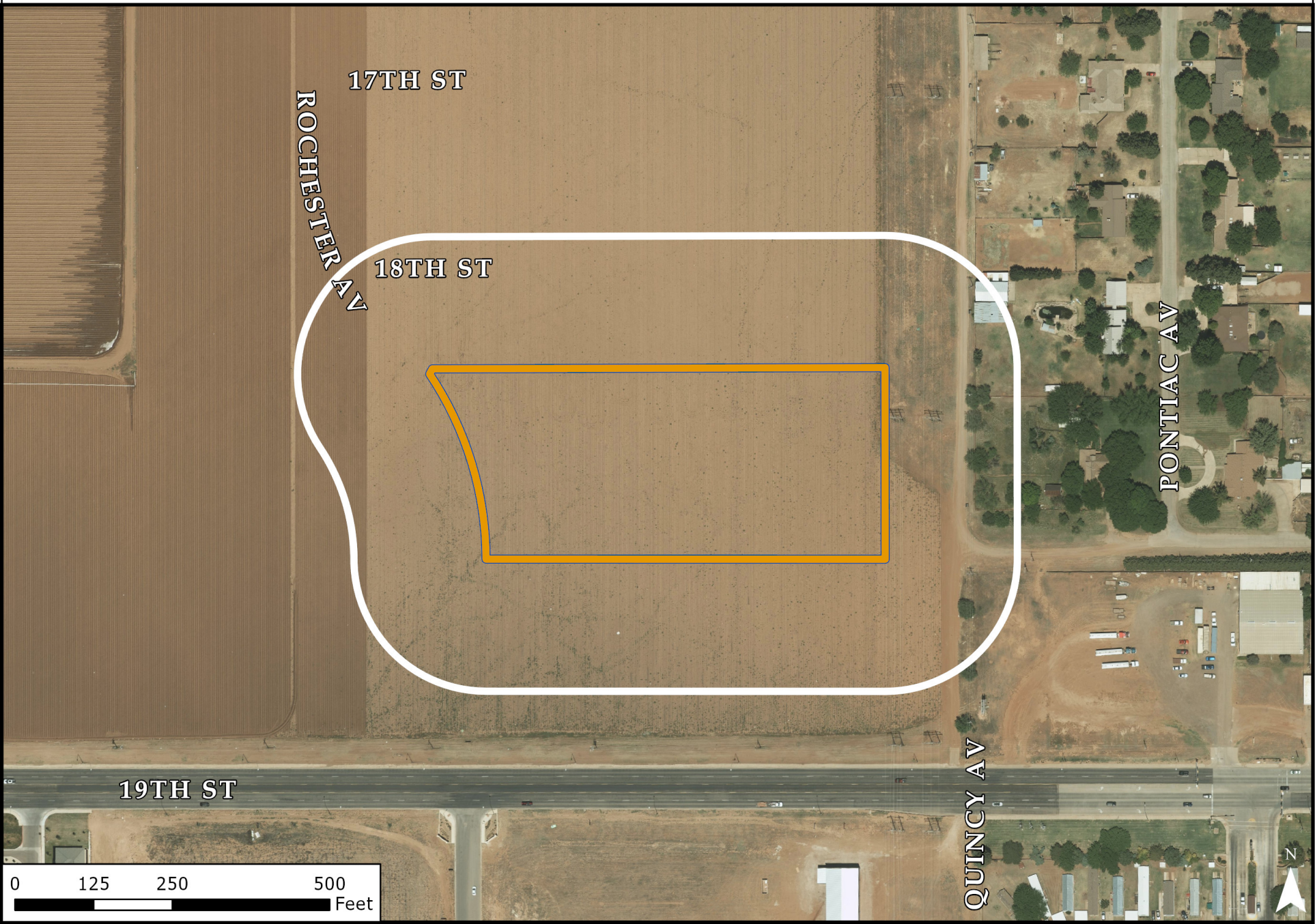
- LocatorPnt2538_U
- MailoutBuffer2538_U

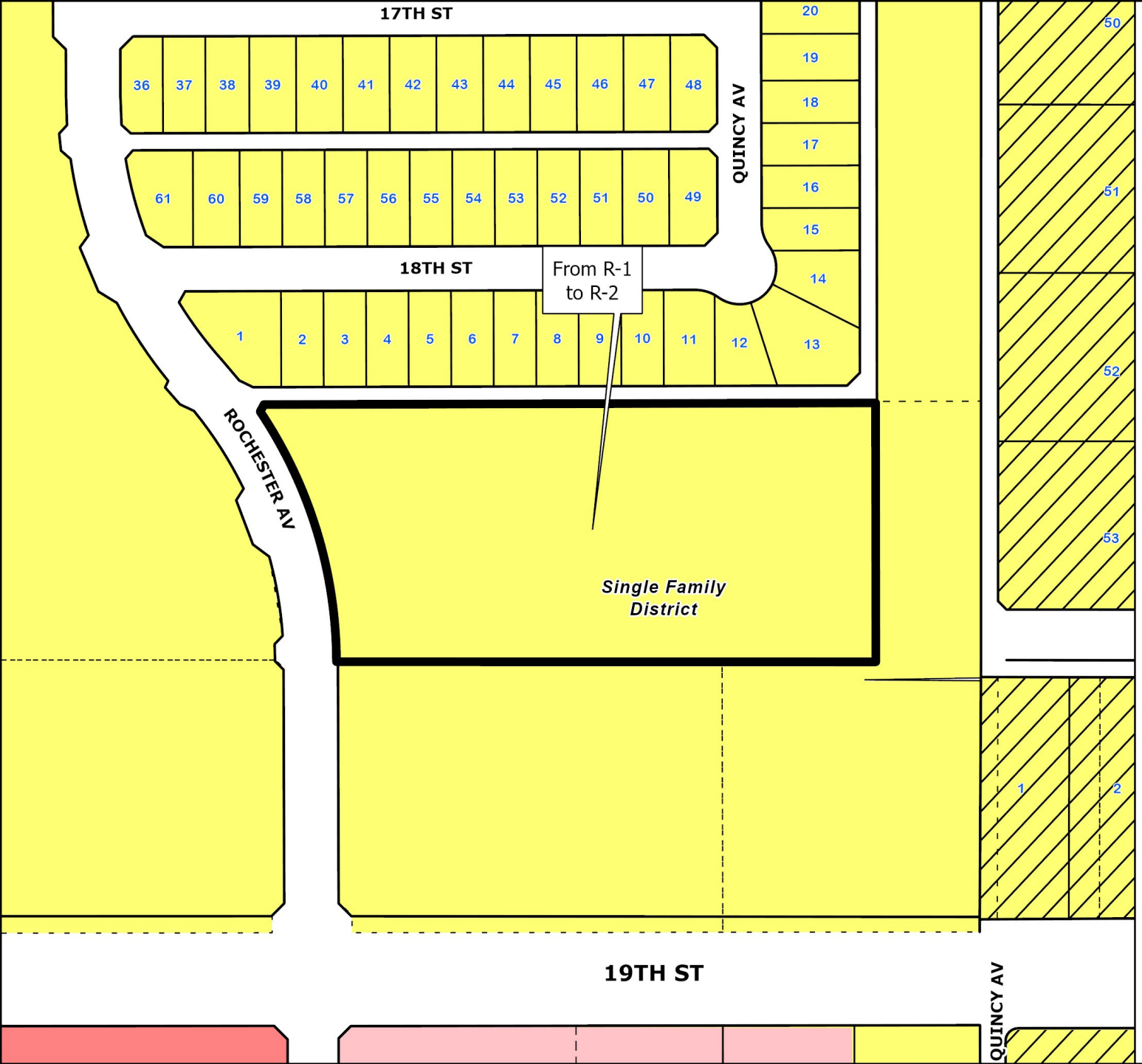
Notification Result

- In Favor
- Opposed

Created by Planning Department
Date: 7/27/2021

Case Number 2538-U





Current Zoning
2538-U

Zoning Districts

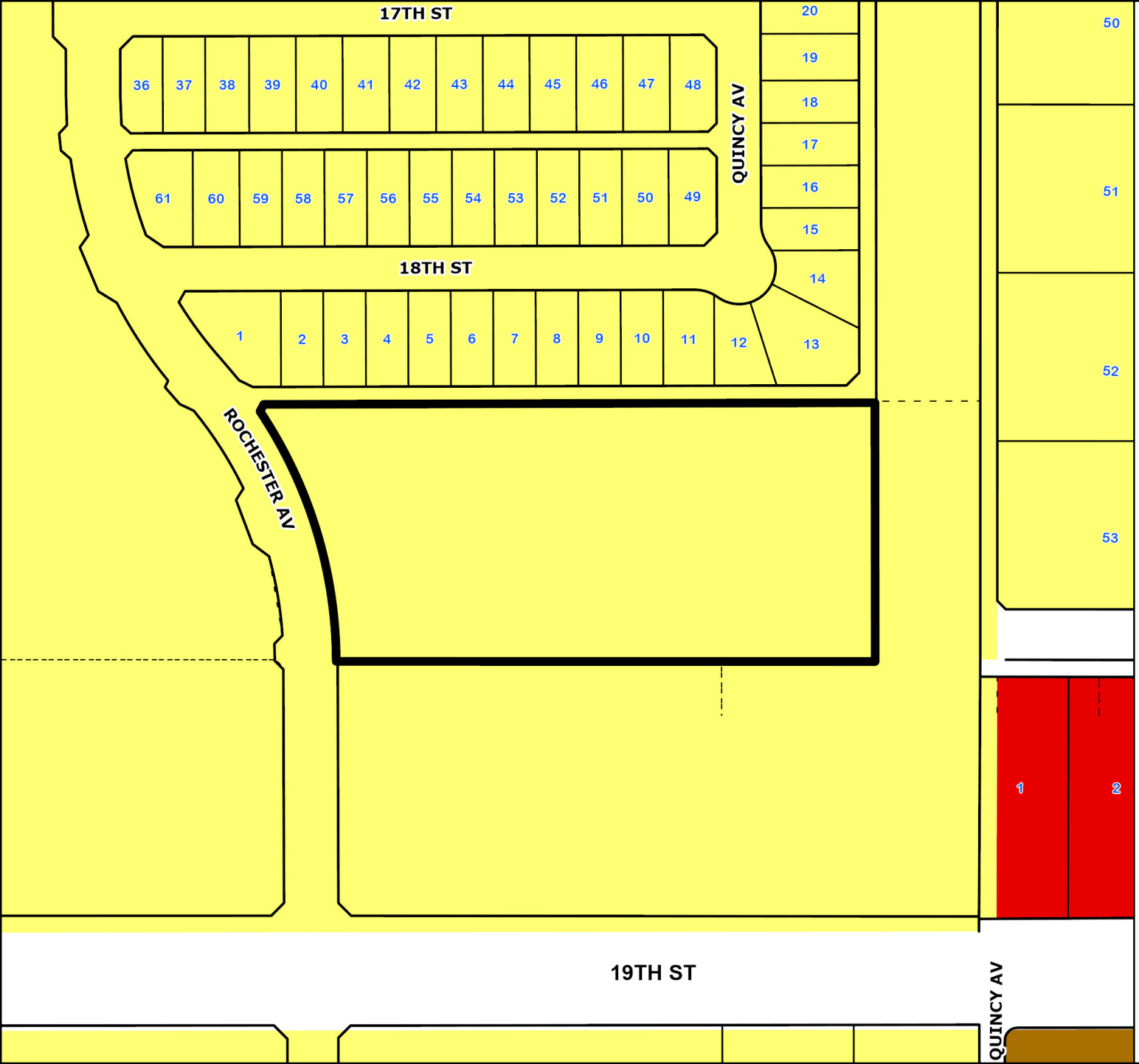
- Local Retail
- General Retail
- Single Family
- Single Family Specific Use
- Transitional

N

0 50 100 200 Feet

City of Lubbock TEXAS

Date Exported: July 2021



Future Land Use Plan
Case 2538-U

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

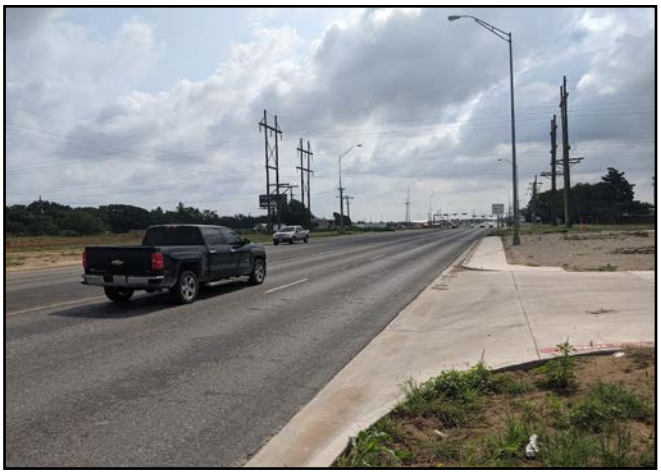
0 50 100 200 Feet

City of Lubbock TEXAS

Date Exported: July 2021

2538-U

View of adjacent property. View south.



View of adjacent property. View east.

View of adjacent property. View north.

View of subject property. View west.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 4.63 ACRES OF PLATTED LAND LOCATED APPROXIMATELY 365 FT NORTH OF THE INTERSECTION OF ROCHESTER AVENUE AND 19TH STREET.

Lots/Tracts: LOTS 1-23, THE GARDENS AT BURGAMY PARK

Survey & Abstract: SECTION 10, BLOCK JS

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 4.63 ACRES

Existing Land Use: _____ Existing Zoning: R-1

Requested Zoning: R-2

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: TAREK REDWAN

Address: 6515 68TH STREET, SUITE 300 City: LUBBOCK State: TX

ZIP Code: 79424 Telephone: (806) 771-5976 Email: TREDWAN@AMDENG.COM

Applicant's Signature: _____

Date: 06/17/2021 Printed Name: TAREK REDWAN

Owner Information

Firm Name: YATES II BY, LLC

Owner: BOBBY YATES

Address: 1901 W LOOP 289 #11 City: LUBBOCK State: TX

ZIP Code: 79407 Telephone: (806) 771-5976 Email: _____

Property Owner's Signature: (ON BEHALF OF BOBBY YATES)

Date: 06/17/2021 Printed Name: TAREK REDWAN

Preparer Information

Preparer's Signature: _____

Date: 06/17/2021 Printed Name: TAREK REDWAN

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.

AMD ENGINEERING, LLC

DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 10, BLOCK JS,
LUBBOCK COUNTY, TEXAS

(Sheet 1 of 2, Sketch of tract attached as Sheet 2)

METES AND BOUNDS DESCRIPTION of a 4.63-acre tract of land located in Section 10, Block JS, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point for the southwest corner of said 4.63-acre tract, whence the southwest corner of Section 10, Block JS bears S 01°52'00" W, a distance of 365.00' and N 88°08'00" W, a distance of 1876.65';

THENCE northwesterly, along a curve to the left, an arc distance of 311.86 feet, said curve having a radius of 532.00 feet, a delta angle of 33° 35' 12", a chord distance of 307.41 feet and a chord bearing of N. 15° 06' 11" W., to a point of intersection;

THENCE N 29° 37' 40" E a distance of 9.37 feet to a point of intersection;

THENCE S 88° 18' 35" E a distance of 719.13 feet to a point of intersection;

THENCE S 01° 47' 56" W a distance of 304.63 feet to a point of intersection;

THENCE N 88° 08' 00" W a distance of 634.13 feet to the Point of Beginning and containing approximately 4.63 acres.

This description was prepared for purposes of a zoning request and does not represent a survey made upon the ground.

June 6, 2021

ZONE CHANGE APPLICATION
EXHIBIT
(SHEET 2)

A 4.63 ACRE TRACT OF LAND
LOCATED IN SECTION 10, BLOCK JS,
LUBBOCK COUNTY, TEXAS

THE GARDENS AT BURGAMY PARK,

LOTS 1 THROUGH 23,
AN ADDITION LOCATED IN SECTION 10, BLOCK JS,
LUBBOCK COUNTY, TEXAS

18TH STREET
52' R-O-W (P&D 2021022581)

ROCHESTER AVENUE
64' R-O-W (P&D 2021022581)

BURGAMY PARK
LOTS 1 THROUGH 61
(P&D 2021022581)

20' DRE/UUE
(10' EACH LOT)

52' R-O-W (P&D 2021022581)

N.29°37'40"E.
9.37'

S.88°18'35"E. 719.13'
(P&D 2021022581)

R = 532.00' L = 311.86' Δ = 33°35'12"
CH = 307.41' N.15°06'11"W.

R-2

S.01°47'56"W. 304.63'

ELECTRIC TRANSMISSION LINE EASEMENT-SPS (VOL. 1084, PG. 603)

TERRA ESTATES
LOTS 1 THROUGH 18, 23 THROUGH 40, AND 45 THROUGH 53
(PLAT: VOLUME 1069, PAGE 546)

POB

R-O-W EASEMENT
(TO BE DEDICATED BY
SEPARRATE INSTRUMENT)

N.88°08'00"W. 634.13'

NORTHING: 7,274,489.10
EASTING: 920,582.75

THE SOUTHWEST CORNER
OF SECTION 10, BLOCK JS
BEARS S.01°52'00"W., 365.00'
AND N.88°08'00"W. 1876.65
FROM THIS POINT.

NOT PLATTED
OWNER: MILLENNIUM TRUCT
COMPANY, LLC.
CCFN: 20200231&4

ROCHESTER AVENUE
64' R-O-W (P&D 2021022581)

NOT PLATTED
OWNER: J LOTT 5 INTERESTS, LLC.
(CCFN: 20190388660)

REMAINDER OF
7.723 ACRES
OWNER: YATESIIBY, LC.
(CCFN: 2019050874)

ELECTRIC TRANSMISSION LINE EASEMENT-SPS
(VOL. 1084, PG. 603)

STORMWATER DRAINAGE AND COLLECTION EASEMENT
(TO BE DEDICATED BY SEPARATE INSTRUMENT)

ELECTRIC TRANSMISSION LINE EASEMENT-SPS
(VOL. 427, PG. 208)

18TH STREET

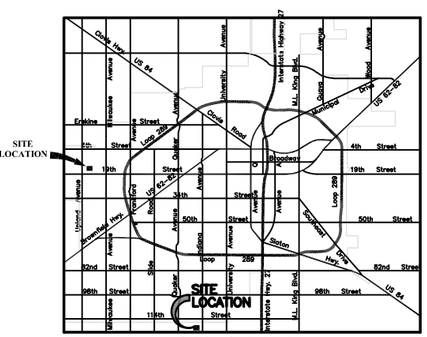
SOUTH LINE OF SECTION 10

19TH STREET (STATE HIGHWAY 114)

- ZONING REQUEST R-2 FROM R-1

SCALE: 1"=100'

0 50' 100' 200'



VICINITY MAP
NOT TO SCALE

AMD
CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
6515 68th Street, Suite 300
Lubbock, TX 79424
Phone: 806-771-5976
Fax: 806-771-7625
TBPE Reg. # F-9197

Accuracy - Efficiency - Integrity

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***2538-U***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name JORDAN WHEATLEY

Signature: [signature]

Address: 3913 114th ST SUITE #7 LUBBOCK, TX 79423

Address of Property Owned: 6905 18th STREET, 79416

Phone Number: 806 781 7928

Email: JORDAN@JWLUBBOCK.COM

Zone Case Number: **2538-U** R50212 Recipient 6 of 9

806 LAND GROUP LLC
3913 114TH ST
STE 7

LUBBOCK TX 79423-2277

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.:** ***2538-U***

In Favor ____

Opposed ✓

Reasons and/or Comments:

My fear is that the developer of Burgamy Park will be forced to build cheaper homes for the entire neighborhood due to duplexes now being showcased at the entry.

Print Name Wade Rice

Signature: _____

Address: 1716 Pontiac Ave., Lubbock, 79416

Address of Property Owned: same as above

Phone Number: 281-704-0799

Email: _____

Zone Case Number: **2538-U** R118961 Recipient 1 of 9
RICE, WADE LANDIS
1716 PONTIAC AVE

LUBBOCK TX 79416-6910

Regular City Council Meeting **8. 13.**

Meeting Date: 09/14/2021

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-O0115, for Zone Case 2904-G, a request of Broadus Services, LLC (T-Mobile Agent) for Bethel Property Management, LLC, for a Specific Use for a temporary telecommunications tower on property zoned Interstate Highway Commercial District (IHC), at 212 University Avenue, located west of University Avenue and southeast of Santa Fe Drive, on 0.63 acres of unplatted land out of Block A, Section 20.

Item Summary

On August 24, 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 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

Attachments

Ordinance 2904-G
Staff Report 2904-G
Documentation 2904-G

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. 2904-G; A ZONING CHANGE FROM IHC TO IHC SPECIFIC USE FOR A TEMPORARY TELECOMMUNICATION TOWER, AT 212 UNIVERSITY AVENUE, LOCATED WEST OF UNIVERSITY AVENUE AND SOUTHEAST OF SANTA FE DRIVE, ON 0.63 ACRES OF UNPLATTED LAND OUT OF BLOCK A, SECTION 20, 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. 2904-G

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 **IHC** to **IHC Specific Use** for **a temporary telecommunication tower** zoning district at **212 University Avenue, located west of University Avenue and southeast of Santa Fe Drive, on 0.63 acres of unplatted land out of Block A, Section 20,** City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **IHC** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **212 University Avenue, located west of University Avenue and southeast of Santa Fe Drive, on 0.63 acres of unplatted land out of Block A, Section 20**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Bryan Isham, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

vw/CityAtt/Kelli/Zones/ZC2904-G
July 29, 2021

A PLAT OF 1.89 ACRES SITUATED IN SECTION 20, BLOCK A, LUBBOCK COUNTY, TEXAS AND BEING OUT OF BLOCK 25, F.R. FRIENDS ADDITION AS RECORDED IN COUNTY CLERK'S FILE # 2013043496 AND A 91.52 ACRE TRACT QUITCLAIMED TO THE STATE OF TEXAS AS RECORDED VOLUME 6729, PAGE 1, DEED RECORDS OF LUBBOCK COUNTY, TEXAS.

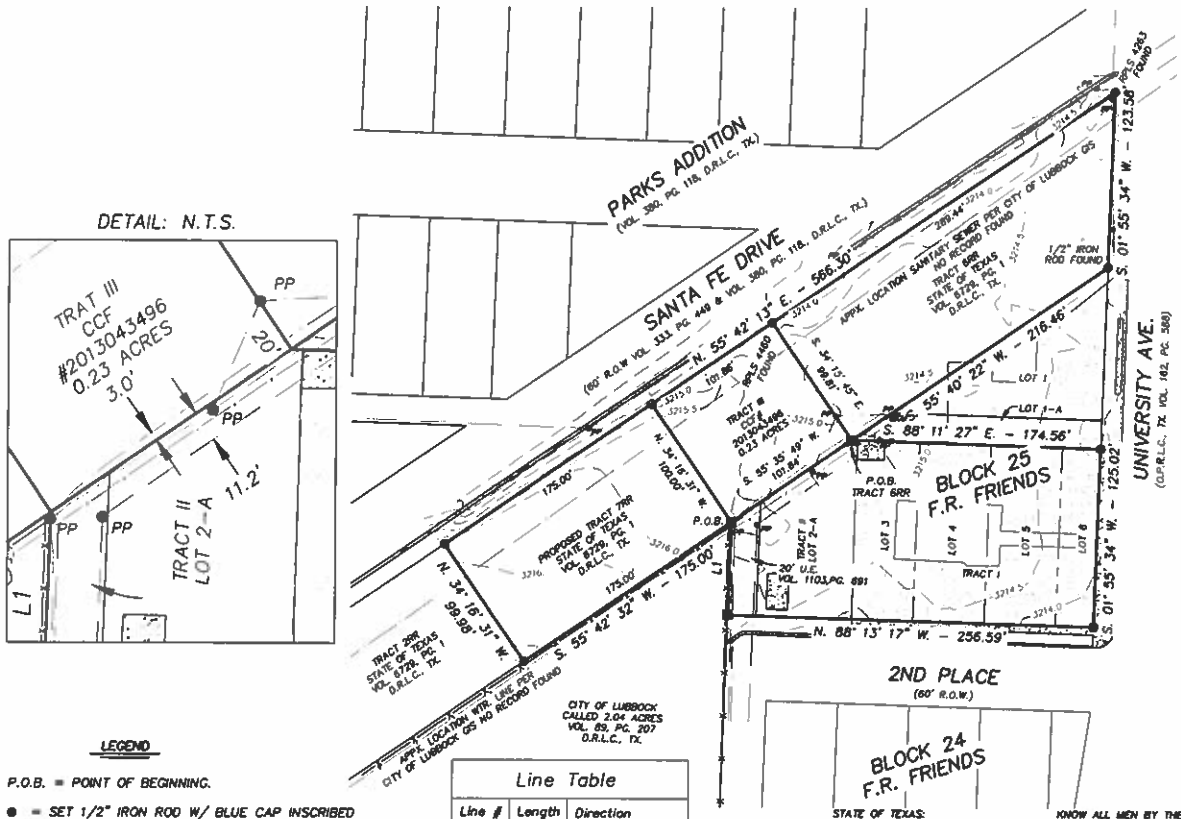
GENERAL NOTES:

1. F.R. FRIENDS ADDITION RECORDED IN VOLUME 210, PAGE 80, DEED RECORDS OF LUBBOCK COUNTY, TEXAS.
2. F.R. FRIENDS ADDITION, LOT 1A RECORDED IN VOLUME 1056, PAGE 364, DEED RECORDS OF LUBBOCK COUNTY, TEXAS.
3. F.R. FRIENDS ADDITION, LOT 2A RECORDED IN VOLUME 1570, PAGE 711, DEED RECORDS OF LUBBOCK COUNTY, TEXAS.
4. NO RECORD OF AN EASEMENT WAS FOUND FOR THE UTILITIES LOCATED ALONG THE COMMON LINE OF LOT 2-A, F.R. FRIEND ADDITION AND TRACT III AS RECORDED IN CCF# 2013043496. THE CITY OF LUBBOCK SHOWS THERE TO BE A SANITARY SEWER LINE RUNNING THROUGH TRACT 7RR, TRACT III, AND TRACT 6RR AS SHOWN ON THIS PLAT, THE LOCATION OF THIS LINE IS APPROXIMATE. NO RECORD OF AN EASEMENT WAS FOUND.
5. NO ABSTRACT OF TITLE OR TITLE COMMITMENT WAS PROVIDED TO THIS SURVEYOR FOR THIS SURVEY. ANY RECORD RESEARCH DONE BY THIS SURVEYOR WAS MADE ONLY FOR THE PURPOSES OF DETERMINING THE BOUNDARY OF THE PARENT TRACTS AND THEIR RELATIONSHIP TO ADJOINING PROPERTIES AND RIGHTS-OF-WAY. RECORD DOCUMENTS OTHER THAN THOSE SHOWN ON THIS PLAT MAY EXIST AND ENCUMBER THE PROPERTY. THIS PLAT DOES NOT CONSTITUTE OR IMPLY A COMPLETE TITLE EXAMINATION AND ANY SUCH TITLE EXAMINATIONS ARE NOT THE RESPONSIBILITY OF THIS SURVEYOR.

SURVEY CONTROL:

1. BEARINGS ARE GRID BEARINGS RELATIVE TO THE TEXAS COORDINATE SYSTEM TXNC ZONE 4202, NAD 83 (CORS96), MEASURED ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SANTA FE DRIVE, AS MONUMENTED ON THE GROUND, CONVERGENCE TO TRUE NORTH BEARINGS IS -01° 50' 19".
2. DISTANCES SHOWN ARE SURFACE, U.S. SURVEY FEET.

Scale 1" = 60'



Line Table		
Line #	Length	Direction
L1	65.00'	N. 01° 54' 58" E.

LEGEND

P.O.B. = POINT OF BEGINNING.

● = SET 1/2" IRON ROD W/ BLUE CAP INSCRIBED "CHT RPLS 6460" UNLESS NOTED OTHERWISE

○ = FOUND 3" ALUMINUM DISK (TXDOT)

■ = SQUARE TUBE FOUND

● = 1/2" IRON PIPE FOUND

U.E. = UTILITY EASEMENT

R.O.W. = RIGHT-OF-WAY

D.R.L.C., TX. = DEED RECORDS OF LUBBOCK COUNTY, TX.

CCF = COUNTY CLERK'S FILE, OFFICIAL PROPERTY RECORDS OF LUBBOCK COUNTY, TEXAS.

TRACT 6RR

METES AND BOUNDS FOR A 0.58 ACRE TRACT OF LAND SITUATED IN SECTION 20, BLOCK A, LUBBOCK COUNTY, TEXAS BEING OUT OF A 91.52 ACRE TRACT AS RECORDED IN VOLUME 6729, PAGE 1, DEED RECORDS OF LUBBOCK COUNTY, TEXAS.

BEGINNING AT A FOUND SQUARE TUBE FOR THE SOUTHWEST CORNER OF THIS TRACT, SAME BEING THE SOUTHWEST CORNER OF LOT 1-A, BLOCK 25, F.R. FRIEND ADDITION, RECORDED IN VOLUME 1056, PAGE 364, DEED RECORDS OF LUBBOCK COUNTY, TEXAS FROM WHICH A 1/2" IRON ROD FOUND IN THE WEST LINE OF UNIVERSITY AVENUE AT THE NORTHEAST CORNER OF LOT 1, BLOCK 25, F.R. FRIEND ADDITION AS RECORDED IN VOLUME 210, PAGE 80, DEED RECORDS OF LUBBOCK COUNTY, TEXAS BEARS N. 55° 40' 22" E. A DISTANCE OF 216.46 FEET.

THENCE N. 34° 15' 45" W. A DISTANCE OF 99.81 FEET TO A 1/2" IRON ROD WITH CAP INSCRIBED "RPLS 4460" FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF SANTA FE DRIVE FOR THE NORTHWEST CORNER OF THIS TRACT..

THENCE N. 55° 42' 13" E. ALONG THE NORTHWESTERLY LINE OF SAID 91.52 ACRES, A DISTANCE OF 289.44 FEET TO A 1/2" IRON ROD WITH CAP INSCRIBED "RPLS 4263" FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF SANTA FE DRIVE AND THE WEST LINE OF UNIVERSITY AVENUE FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE S. 01° 55' 34" W. ALONG THE WEST LINE OF UNIVERSITY AVENUE A DISTANCE OF 123.58 FEET TO A 1/2" IRON ROD FOUND AT THE SAID NORTHEAST CORNER OF LOT 1, BLOCK 25.

THENCE S. 55° 40' 22" W. ALONG THE NORTHWESTERLY LINE OF SAID LOT 1 AND THE SOUTHEASTERLY LINE OF SAID 91.52 ACRES, A DISTANCE OF 216.46 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.58 ACRES.

TRACT 7RR

METES AND BOUNDS FOR A 0.40 ACRE TRACT OF LAND SITUATED IN SECTION 20, BLOCK A, LUBBOCK COUNTY, TEXAS BEING OUT OF A 91.52 ACRE TRACT AS RECORDED IN VOLUME 6729, PAGE 1, DEED RECORDS OF LUBBOCK COUNTY, TEXAS.

BEGINNING AT A FOUND SQUARE TUBE FOR THE SOUTHEAST CORNER OF THIS TRACT, SAME BEING THE NORTHWEST CORNER OF LOT 2-A, F.R. FRIEND ADDITION, RECORDED IN VOLUME 1570, PAGE 711, DEED RECORDS OF LUBBOCK COUNTY, TEXAS FROM WHICH A SQUARE TUBE FOUND AT THE SOUTHWEST CORNER OF LOT 1-A, F.R. FRIEND ADDITION, RECORDED IN VOLUME 1056, PAGE 364, DEED RECORDS OF LUBBOCK COUNTY, TEXAS BEARS N. 55° 35' 49" E. A DISTANCE OF 101.84 FEET.

THENCE S. 55° 42' 32" W. ALONG THE NORTHWESTERLY LINE OF A CALLED 2.04 ACRE TRACT RECORDED IN VOLUME 89, PAGE 207, A DISTANCE OF 175.00 FEET TO A 1/2" IRON ROD WITH CAP INSCRIBED "CHT RPLS 6460" SET FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE N. 34° 16' 31" W. A DISTANCE OF 99.98 FEET TO A 1/2" IRON ROD WITH CAP INSCRIBED "CHT RPLS 6460" SET IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SANTA FE DRIVE FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE N. 55° 42' 13" E. ALONG THE NORTHWESTERLY LINE OF SAID 91.52 ACRES, A DISTANCE OF 175.00 FEET TO AN IRON ROD WITH 3" ALUMINUM CAP (TXDOT) FOUND FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE S. 34° 16' 31" E. ALONG THE SOUTHWEST LINE OF TRACT III AS RECORDED IN COUNTY CLERK'S FILE #2013043496, OFFICIAL PROPERTY RECORDS OF LUBBOCK COUNTY, TEXAS, A DISTANCE OF 100.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.40 ACRES.

TRACT I-III

METES AND BOUNDS FOR A 0.91 ACRE TRACT OF LAND SITUATED IN SECTION 20, BLOCK A, LUBBOCK COUNTY, TEXAS BEING ALL OF TRACTS I, II, & III AS DESCRIBED IN COUNTY CLERK'S FILE #2013043496, OFFICIAL PROPERTY RECORDS OF LUBBOCK COUNTY, TEXAS.

BEGINNING AT A SQUARE TUBE FOUND FOR AT THE SOUTHWEST CORNER OF SAID TRACT III, SAME BEING THE NORTHWEST CORNER OF LOT 2-A, F.R. FRIEND ADDITION (TRACT II) AS RECORDED IN VOLUME 1570, PAGE 711, DEED RECORDS OF LUBBOCK COUNTY, TEXAS.

THENCE N. 34° 16' 31" W. ALONG THE SOUTHWEST LINE OF TRACT III, A DISTANCE OF 100.00 FEET TO A IRON ROD WITH 3" ALUMINUM CAP (TXDOT) FOUND IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SANTA FE DRIVE FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE N. 55° 42' 13" E. ALONG THE NORTHWESTERLY LINE OF TRACT III, A DISTANCE OF 101.86 FEET TO A 1/2" IRON ROD WITH CAP INSCRIBED "RPLS 4460" FOUND FOR THE MOST NORTHERLY CORNER OF THIS TRACT.

THENCE S. 34° 15' 45" E. A DISTANCE OF 99.81 FEET TO A SQUARE TUBE FOUND AT THE SOUTHEAST CORNER OF TRACT III, SAME BEING THE SOUTHWEST CORNER OF LOT 1-A, F.R. FRIEND ADDITION, RECORDED IN VOLUME 1056, PAGE 364, DEED RECORDS OF LUBBOCK COUNTY, TEXAS, FOR A CORNER OF THIS TRACT.

THENCE S. 88° 11' 27" E. ALONG THE SOUTH LINE OF SAID LOT 1-A, SAME BEING THE NORTH LINE OF SAID TRACT I, A DISTANCE OF 174.56 FEET TO A 1/2" IRON PIPE FOUND IN THE WEST RIGHT-OF-WAY LINE OF UNIVERSITY AVENUE FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE S. 01° 55' 34" W. ALONG THE WEST LINE OF UNIVERSITY AVENUE, A DISTANCE OF 125.02 FEET TO A 1/2" IRON PIPE FOUND UNDER CONCRETE IN THE NORTH RIGHT-OF-WAY LINE OF 2ND PLACE, AT THE SOUTHEAST CORNER OF SAID TRACT I, FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE N. 88° 13' 17" W. ALONG THE NORTH LINE OF 2ND PLACE A DISTANCE OF 256.59 FEET TO A SQUARE TUBE FOUND IN THE EAST LINE OF A CALLED 2.04 ACRE TRACT, RECORDED IN VOLUME 89, PAGE 207, DEED RECORDS OF LUBBOCK COUNTY, TEXAS, AT THE SOUTHWEST CORNER OF TRACT II, FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE N. 01° 54' 58" E. ALONG THE EAST LINE OF SAID 2.04 ACRES, A DISTANCE OF 65.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.91 ACRES.

STATE OF TEXAS:

COUNTY OF LUBBOCK:

KNOW ALL MEN BY THESE PRESENTS, THAT I, CYRIL H. TURNER, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I DID CAUSE TO BE SURVEYED ON THE GROUND THE TRACT OF LAND SHOWN ON THIS PLAT, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE SAID PLAT AND DESCRIPTIONS ARE TRUE AND CORRECT.

IN WITNESS THEREOF, MY HAND AND SEAL, THIS THE 25TH DAY OF JULY, A.D. 2014.

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

Cyril H. Turner, R.P.L.S. No. 6460

A PLAT OF 1.89 ACRES SITUATED IN SECTION 20, BLOCK A, LUBBOCK COUNTY, TEXAS AND BEING OUT OF BLOCK 25, F.R. FRIENDS ADDITION AND A 91.52 ACRE TRACT QUITCLAIMED TO THE STATE OF TEXAS

SCALE: 1" = 60'	APPROVED BY: CHT	DRAWN BY: CHT
DATE: 07/23/2014		FILE NAME:

OJD Engineering, L.P.
Consulting Engineers & Surveyors
806-791-2300
328 E. HWY. 62/82 UNIT #1
Wolfforth, TX 79382

SURVEYING FIRM #10183883

DRAWING NUMBER 1 of 1

Planning Department
City of Lubbock

Staff Report	Zone Case 2904-G
City Council Meeting	August 24, 2021

Applicant Broadus Services LLC

Property Owner Bethel Property Management

Council District 1

Recommendations
- Staff recommends Approval.

Prior Board or Council Action
- December 19, 1946: This property was annexed and zoned Single Family District (A) through Ordinance No. 000795.
- March 22, 2001: This property was rezoned to Interstate Highway Commercial District (IHC) through Ordinance No. O0017.
- October 9, 2014: This property was rezoned to IHC Specific Use for a Temporary Cell Tower, and reverted back to IHC on February 1, 2015 through Ordinance No. 2014-O0135
- September 10, 2015: This property was rezoned to IHC Specific Use for a Temporary Cell Tower, and reverted back to IHC by March 2018 through Ordinance No. 2015-O0092
- July 29, 2021: The Planning and Zoning Commission recommended approval of Zone Case 2904-G for a Specific Use for a temporary telecommunications tower with a vote of 8-0-0.

Notification Summary
- Notifications Sent: 16
- Received In Favor: 1
- Received In Opposition: 0

Site Conditions and History
The subject property was annexed in 1946 and has since remained undeveloped and is subdivided into 6 lots.

Adjacent Property Development
The properties to the south are commercial properties zoned IHC. To the north and northwest are single-family homes zoned Single-Family District (R-1). To the east is Light Manufacturing District (M-1) with a dairy plant and to the southeast is Commercial District (C-4) with a drive-through restaurant.

Zoning Request and Analysis
Item Summary
The subject property is located at 212 University Avenue, west of University Avenue and southeast of Santa Fe Drive, on 0.63 acres of unplatted land out of Block A, Section 20.

Current zoning: **Interstate Highway Commercial District (IHC)**

Requested zoning: **Specific Use for a temporary telecommunications tower.**

Intent Statements
The intent of the current IHC zoning is, "… to provide for quality commercial office, retail and wholesale uses which serve a city-wide or regional area."

The intent of the Specific Use District is, "… to provide for design and land use flexibility in the various districts. This district provides for variations in the land use standards within the [zoning] ordinance, provided the intent, principles, and innovations of modern urban planning and design are used."

Traffic Network/Infrastructure Impacts
The location is along Santa Fe Drive, which is designated as a Local Street, by the Master Thoroughfare Plan. Local streets typically provide access to smaller, destination oriented areas, such as neighborhoods, subdivisions or local business districts.This road is suitable for the proposed use, as it is only for a temporary telecommunications tower, not a retail or commercial business. Additionally, the tower will provide coverage to the adjacent residential neighborhood.

Compatibility with Surrounding Property
The proposed Specific Use is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Zoning Ordinance
The proposed Specific Use is in conformance with the zoning ordinance and is appropriate adjacent to other residential and commercial uses that are already established.

Suitability of Property for Allowed Uses
The property is suitable for the Specific Use and will not need additional public improvements.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Photos
G. Application and supporting documentation
H. Response Letter

Staff Contacts

Shane Spencer
Planner
Planning Department
806-775-2103
sspencer@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 2904-G

Allowable Uses: Interstate Highway Commercial (IHC) Specific Use

Transportation: The proposed development has points of access from Santa Fe Drive.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Santa Fe Drive, *Local, Complete*	R.O.W. 36 feet, two-lane, undivided, paved	R.O.W. 36 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

5.3 **Case 2904-G:** Broadus Services LLC (T-Mobile Agent) for Bethel

Request for a Specific Use for a temporary telecommunications tower on property zoned Interstate Highway Commercial District (IHC), at:

- 212 University Avenue, located west of University Avenue and southeast of Santa Fe Drive, on 0.63 acres of unplatted land out of Block A, Section 20.

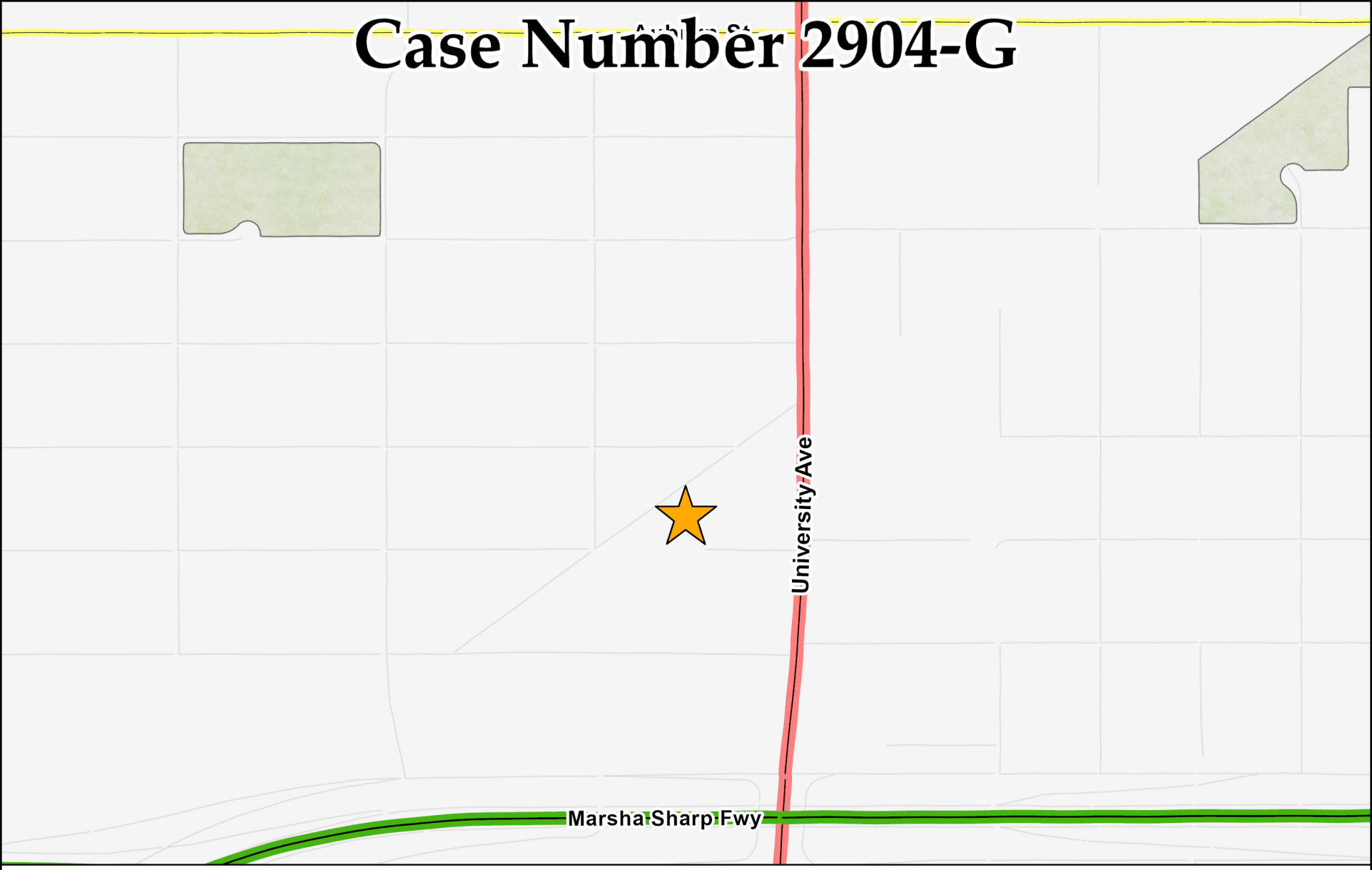
PLANNING AND ZONING MANAGER KRISTEN SAGER stated there were sixteen notifications sent out. There has been one (1) returned in favor and zero (0) returned in opposition. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

REPRESENTATIVE ALEC BROADUS for T-Mobile/Sprint would like to place a temporary tower at this location, as their lease is ending at 2912 West 4th Street. They do not want to leave the area without service. The tower will be 75 to 100 feet in height. This location will be used for 6 to 9 months.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 2904-G** a motion was made by **JAMES BELL** and seconded by **JORDAN WHEATLEY** to approve the request as presented by staff and the Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.

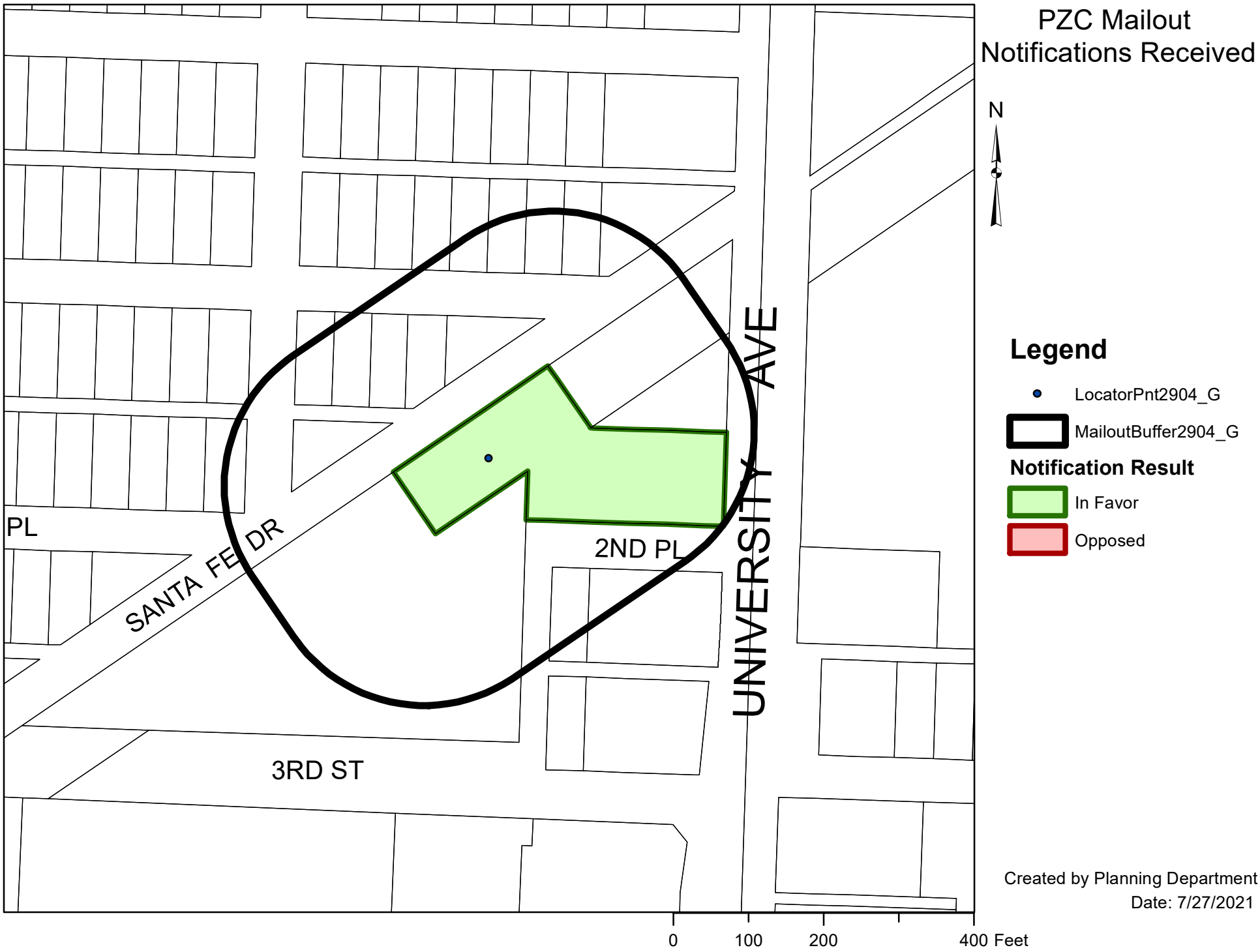
Case Number 2904-G



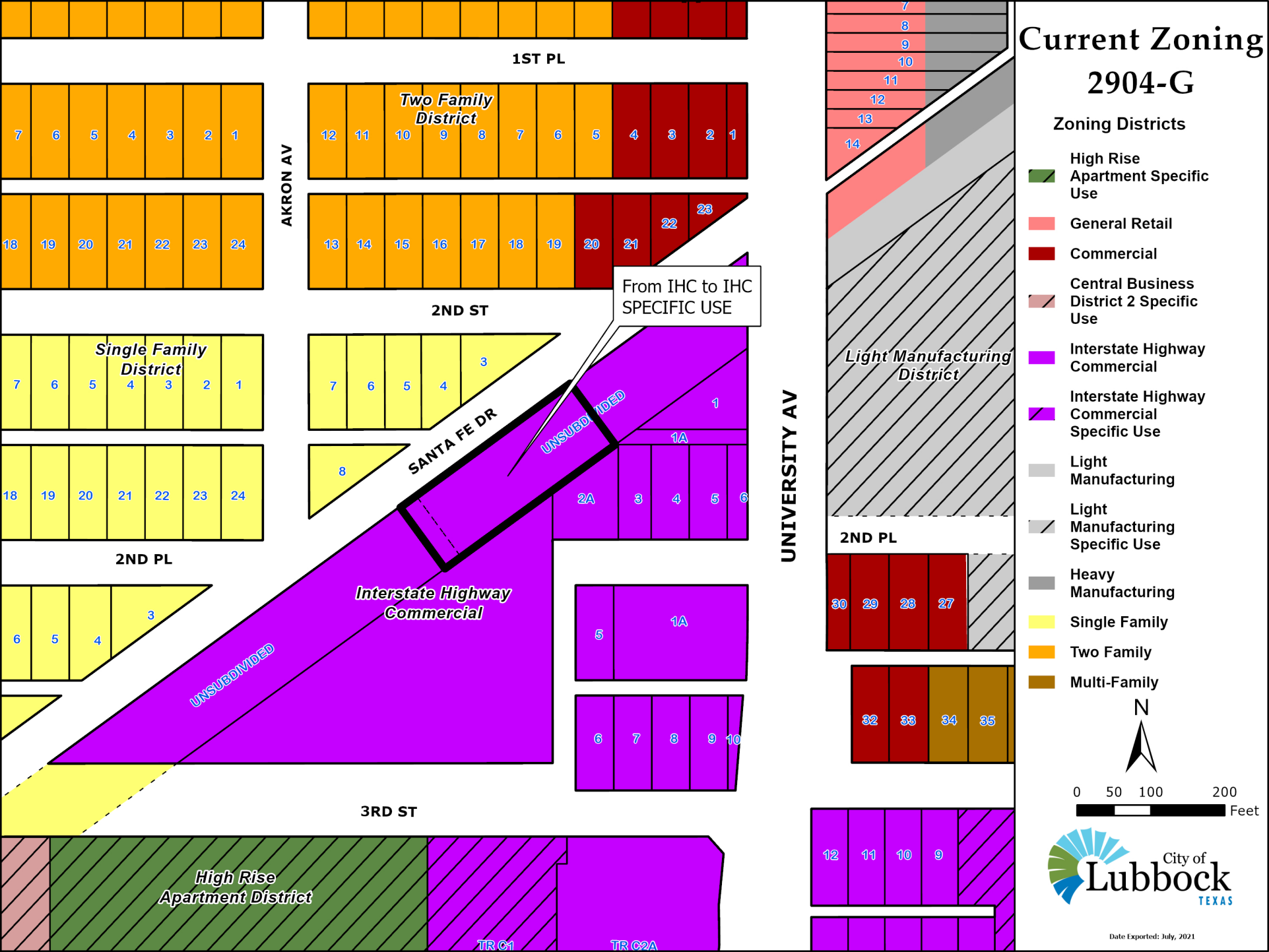
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: July, 2021


PZC Mailout
Notifications Received
N
Legend
LocatorPnt2904_G
MailoutBuffer2904_G
Notification Result
In Favor
Opposed
PL
SANTA FE DR
2ND PL
UNIVERSITY AVE
3RD ST
0
100
200
400 Feet
Created by Planning Department
Date: 7/27/2021

Case Number 2904-G


Current Zoning
2904-G
Zoning Districts
High Rise Apartment Specific Use
General Retail
Commercial
Central Business District 2 Specific Use
Interstate Highway Commercial
Interstate Highway Commercial Specific Use
Light Manufacturing
Light Manufacturing Specific Use
Heavy Manufacturing
Single Family
Two Family
Multi-Family
N
0 50 100 200
Feet
City of Lubbock TEXAS
Date Exported: July, 2021
1ST PL
AKRON AV
Two Family District
2ND ST
From IHC to IHC SPECIFIC USE
Single Family District
SANTA FE DR
UNSUBDIVIDED
UNIVERSITY AV
Light Manufacturing District
2ND PL
Interstate Highway Commercial
UNSUBDIVIDED
3RD ST
High Rise Apartment District
TR C1
TR C2A

2904-G

View of adjacent property. View southwest.

View of subject property. View east.

View of subject/adjacent property. View northeast.

View of subject property. View west.

City of Lubbock TEXAS

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 2553 Santa Fe Drive

Lots/Tracts: FRIEND BLK 25 L 2A & E43.2'OF L 3 & ALL OF 4 THRU 6 & BLK A SEC 20 AB 92

Survey & Abstract: FRIEND BLK 25 L 2A & E43.2'OF L 3 & ALL OF 4 THRU 6 & BLK A SEC 20 .

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: .34 acre

Existing Land Use: Commercial Vacant Existing Zoning: C1 - Commercial

Requested Zoning: Temporary use Permit/ Specail Use Permit

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: Broadus Servcies LLC - T-Mobile Agent

Name: Alec Broadus

Address: 7668 Warren Parkway City: Frisco State: TX

ZIP Code: 75034 Telephone: 817-946-6197 Email: alec@gobroadus.com

Applicant's Signature: Alec Broadus

Date: 6-1-21 Printed Name: Alec Broadus

Owner Information

Firm Name: Bethel

Owner: Roshan Bhakta

Address: 6101 16th City: Lubbock State: TX

ZIP Code: 79416 Telephone: 806 441 1863 Email: RTBhakta@gmail

Property Owner's Signature: Roshan Bhakta

Date: 6/2/2021 Printed Name: Roshan Bhakta

Preparer Information

Preparer's Signature: Alec Broadus

Date: 6-1-21 Printed Name: Alec Broadus

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

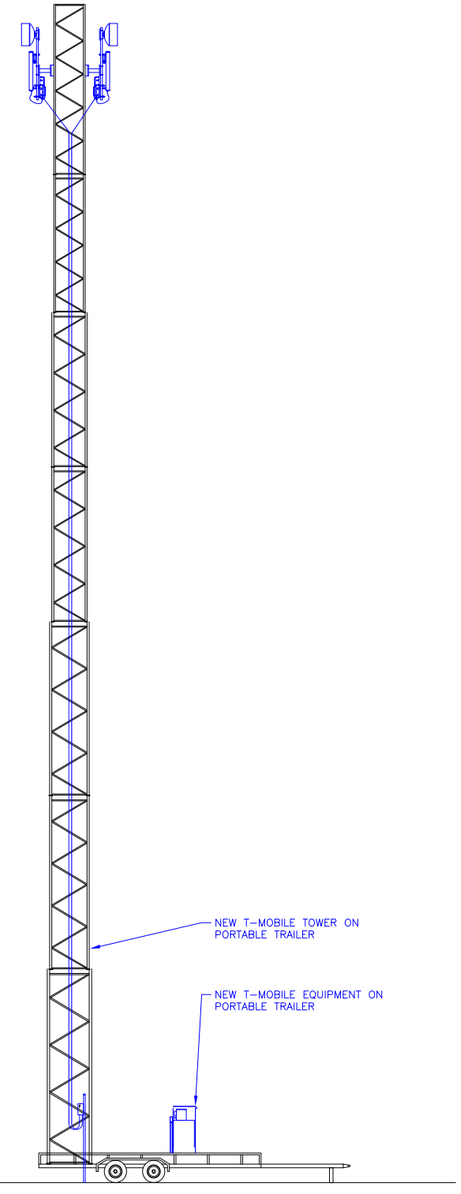
Lots: _____ Blocks: _____

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.

1 OVERALL SITE PLAN
SCALE: N.T.S

N



2 TOWER ELEVATION
SCALE: N.T.S

T-Mobile
7668 WARREN PARKWAY
FRISCO, TX 75034

BROADUS services
4 COUNTRY PLACE CIRCLE
DALWORTHINGTON GARDENS
TEXAS 76016
OFFICE: (817) 349 3449
FAX: 800 401 4234

T-MOBILE SITE NUMBER:
DA04151A

TEMPORARY TOWER

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
LE-0	06-02-21	SEL	PRELIMINARY	ELG
LE-1	06-22-21	SEL	PRELIMINARY	ELG

JACOB GORALSKI, PLLC
CONSULTING ENGINEER
JACOB GORALSKI, PLLC
TX PE# 116873
1106 COLBI ST.
KENNEDALE, TX 76060
(817) 456-2621

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SHEET NUMBER: C-1.1

REVISION: LE-0

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.:** ***2904-G***

In Favor ✓

Opposed ___

Reasons and/or Comments:

Print Name Bethel Property mem LLC

Signature: Thakor Bhakta

Address: 6101 16 St

Address of Property Owned: Bethel Property mem LLC

Phone Number: 806-535-2105 / 806-441-1863

Email: hiexpress2002@yahoo.com

Zone Case Number: **2904-G** R112484

BETHEL PROPERTY MANAGEMENT LLC

6101 16TH ST

LUBBOCK TX 79416

Recipient 19 of 20

RECEIVED

JUL 27 2021

BY:

Regular City Council Meeting **8. 14.**

Meeting Date: 09/14/2021

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-O0117, for Zone Case 2951-A, a request of Hugo Reed and Associates, Inc. for Carl Mortensen, for a zone change from High-Density Apartment District (A-2) to Single-Family District (R-1), at 10508 Frankford Avenue, located west of Frankford Avenue and north of 110th Street, on 10.0 acres of unplatted land out of Block AK, Section 21.

Item Summary

On August 24, 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 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

Attachments

Ordinance 2951-A
Staff Report 2951-A
Documentation 2951-A

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. 2951-A; A ZONING CHANGE FROM A-2 TO R-1 ZONING DISTRICT AT 10508 FRANKFORD AVENUE, LOCATED WEST OF FRANKFORD AVENUE AND NORTH OF 110TH STREET, ON 10.0 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 21, 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. 2951-A

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **A-2** to **R-1** zoning district at **10508 Frankford Avenue, located west of Frankford Avenue and north of 110th Street, on 10.0 acres of unplatted land out of Block AK, Section 21,** 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/ZC2951-A
July 29, 2021

LAND SURVEYORS
CIVIL ENGINEERS

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

EXHIBIT "A"

PROPOSED R-1 ZONING

METES AND BOUNDS DESCRIPTION of an approximate 10.0 acre tract of land located in Section 21, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Northeast corner of a 10.000 acre tract as described under County Clerk File Number (CCFN) 2015005822 of the Official Public Records of Lubbock County, Texas (OPRLCT) and the Northeast corner of this tract, which bears N. 01°46'31" E. an approximate distance of 2,653.9 feet and N. 88°09'49" W. an approximate distance of 986.1 feet from the Southeast corner of Section 21, Block AK, Lubbock County, Texas;

THENCE S. 01°50'11" W. along the Eastern boundary of said 10.000 acre tract, an approximate distance of 940.0 feet to a point in the North line of the plat limits of Lots 1-46, Fountain Hills, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 8363, Page 191, OPRLCT, for the Southeast corner of said 10.000 acre tract and the Southeast corner of this tract;

THENCE N. 88°09'49" W., along Southern boundary of said 10.000 acre tract, the North line of said plat limits, and the North line of the plat limits of Lots 97-110, Fountain Hills, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded under CCFN 2014016352, OPRLCT, an approximate distance of 463.4 feet to a point in the Eastern boundary of a 416.353 acre tract, described under CCFN 2006035435, OPRLCT, for the Southwest corner of said 10.000 acre tract and the Southwest corner of this tract;

THENCE N. 01°50'11" E., along the Eastern boundary of said 416.353 acre tract and the Western boundary of said 10.000 acre tract an approximate distance of 940.0 to a point for the Northwest corner of said 10.000 acre tract and the Northwest corner of this tract;

THENCE S. 88°09'49" E., along the Northern boundary of said 10.000 acre tract and the Eastern boundary of said 416.353 acre tract to the Point of Beginning.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.

Prepared for Carl Mortensen
June 3, 2021

Staff Report	Zone Case 2951-A
City Council Meeting	August 24, 2021

Applicant Hugo Reed and Associates

Property Owner Carl Mortensen

Council District 5

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- January 14, 1999: This property was annexed and zoned Transition District (T) through Ordinance No. 010117.
- November 14, 2002: This property was rezoned to High-Density Apartment District (A-2) through Ordinance No. 2002-O0121.
- July 29, 2021: The Planning and Zoning Commission recommended approval of a zone change to R-1 by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 36
- Received In Favor: 11
- Received In Opposition: 0

Site Conditions and History

The subject property was annexed in 1999, and has since remained undeveloped and unsubdivided.

Adjacent Property Development

Properties to the south are zoned T and Single-Family District (R-1) and are developed with single-family homes. Properties to the north are zoned R-1 and also developed with single-family homes. Property to the west and east are zoned T and A-2 respectively and both are currently vacant.

Zoning Request and Analysis

Item Summary

The subject property is located at 10508 Frankford Avenue, located west of Frankford Avenue and north of 110th Street, on 10.0 acres of unplatted land out of Block AK, Section 21. The applicant is requesting to rezone the subject property from A-2 to R-1.

Current zoning: **High-Density Apartment District (A-2)**

Requested zoning: **Single-Family District (R-1)**

Intent Statements

The intent of the current A-2 zoning is "…to promote high-density multi-family developments and compatible land uses in harmony with lower-density uses. The regulations are designed to provide the occupants with safe and convenient housing within an aesthetically pleasing environment in proper relationship to adjacent land uses."

The intent of the proposed 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 property will have access from 110th Street, which is designated as a Local Street in the Master Thoroughfare Plan, 2018. Local streets typically provide access to smaller, destination oriented areas, such as neighborhoods, subdivisions or local business districts. With the intended function of local streets being to carry traffic to and from the main transportation network, these streets are generally residential in character and shorter in length, spanning short distances rather than across districts. This road is suitable for the proposed use.

Compatibility with Surrounding Property
The proposed zone change 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 "Low-Density Residential". The proposed zone change to R-1 is consistent with the level of intensity of surrounding future land uses and conforms to the Comprehensive Plan principles and Future Land Use Plan.

Conformance with Zoning Ordinance
The proposed zoning request is in conformance with the zoning ordinance and is appropriate considering the existing adjacent residential districts.

Suitability of Property for Allowed Uses
The property is suitable for the proposed uses but may require additional public improvements to support the intensity of uses described in the R-1 zoning district as the property is currently vacant.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and supporting documentation
I. Response Letters

Staff Contacts

Shane Spencer
Planner
Planning Department
806-775-2103
sspencer@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 2951-A

Allowable Uses: Single-Family District (R-1)

Transportation: The proposed development has a point of access from 110th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
110th Street *Local, Completed*	R.O.W. 48 feet, two-lane, undivided, paved	R.O.W. 48 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

5.4 **Case 2951-A:** Hugo Reed and Associates for Carl Mortensen

Request for a zone change from High-Density Apartment District (A-2) to Single-Family District (R-1), at:

- 10508 Frankford Avenue, located west of Frankford Avenue and north of 110th Street, on 10.0 acres of unplatted land out of Block AK, Section 21.

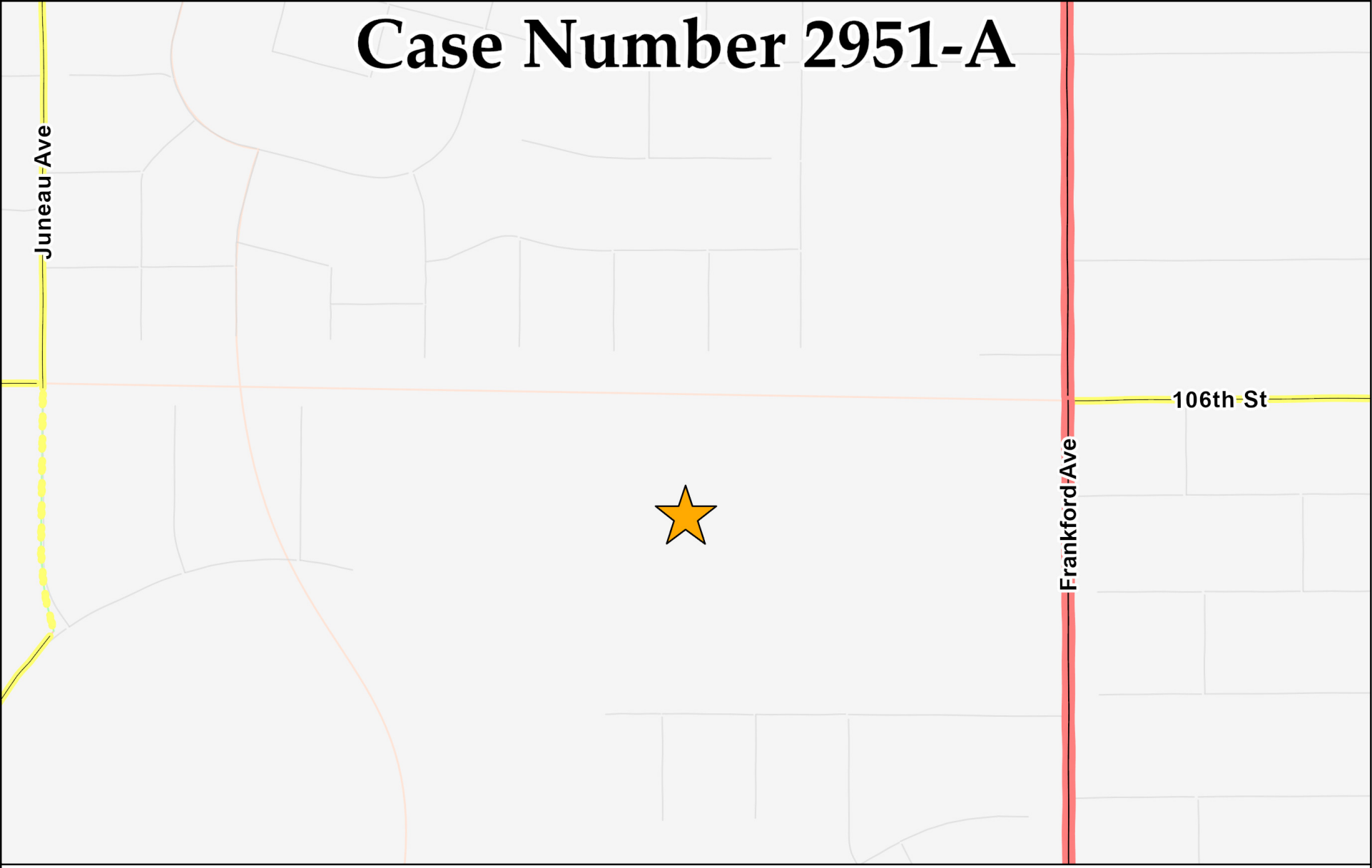
PLANNING AND ZONING MANAGER KRISTEN SAGER stated there were thirty–six notifications sent out. There have been ten (10) returned in favor and zero (0) returned in opposition. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

TERRY HOLEMAN 1601 Avenue N, with Hugo Reed and Associates, stated this property is 10 acres of a 30 acre lot that was owned by Live Oak Church. Mr. Mortensen acquired it and would like the zoning changed so that he can expand Fountain Estates.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 2951-A** a motion was made by **DAN WILSON** and seconded by **JAMES BELL** to approve the request as presented by staff. The Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. Item will be forwarded on to City Council for consideration.

Case Number 2951-A



Collector
- Completed
- Partial
- Future

Minor Arterial
- Completed
- Partial
- Future

Modified Arterial
- Partial
- Future

Principal Arterial
- Completed
- Partial
- Future

Freeway
- Completed
- Partial
- Proposed Outer Loop

N
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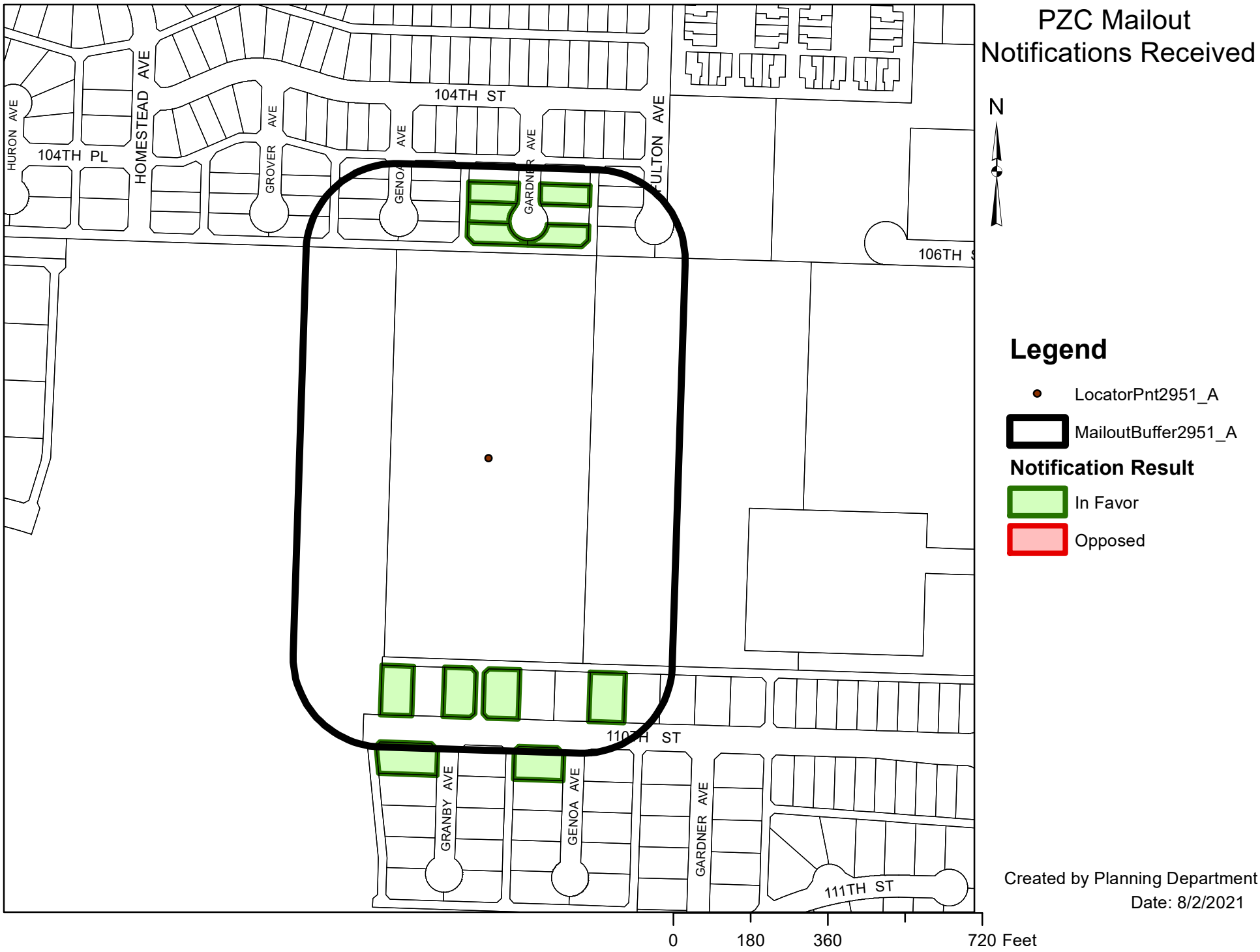
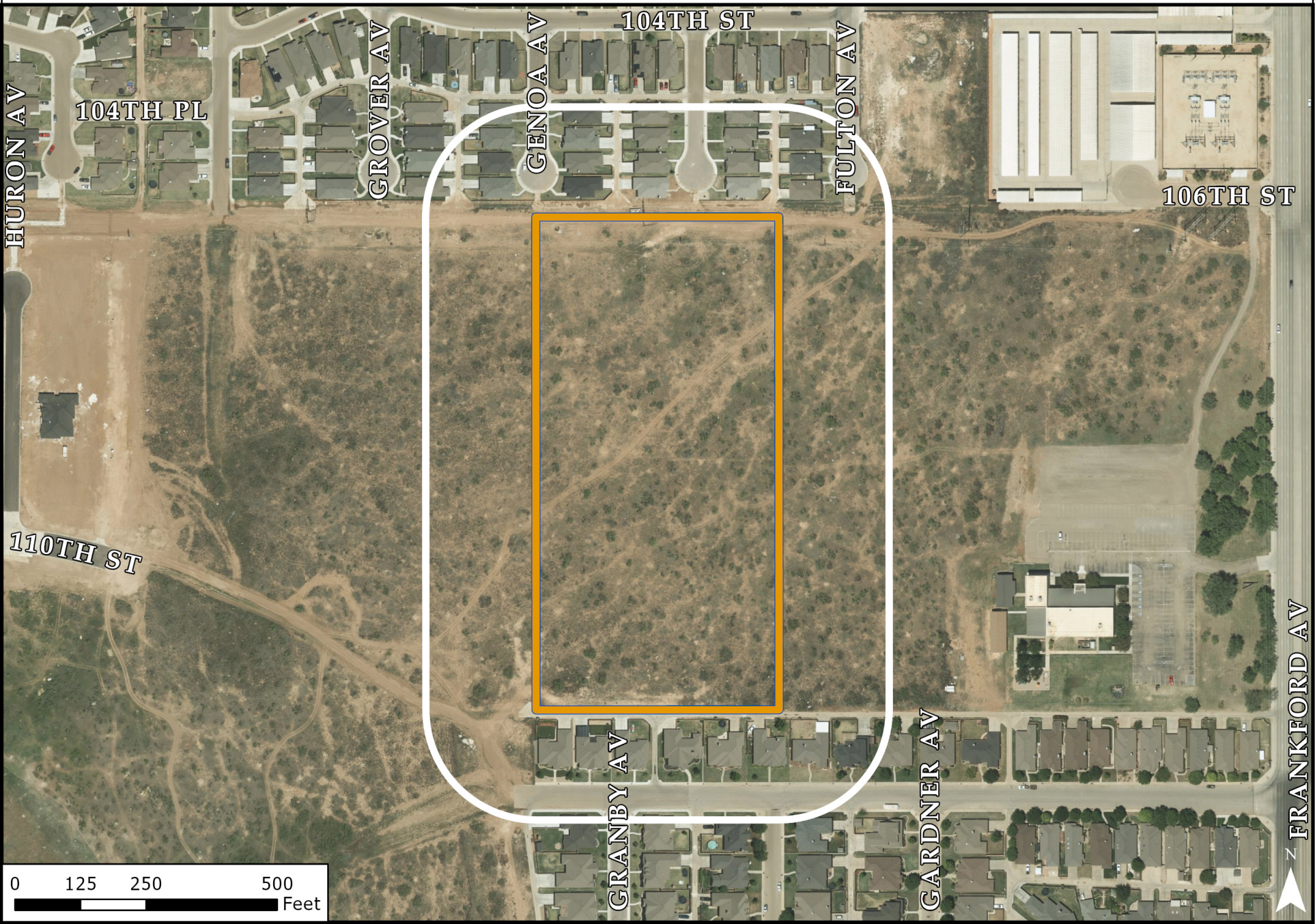
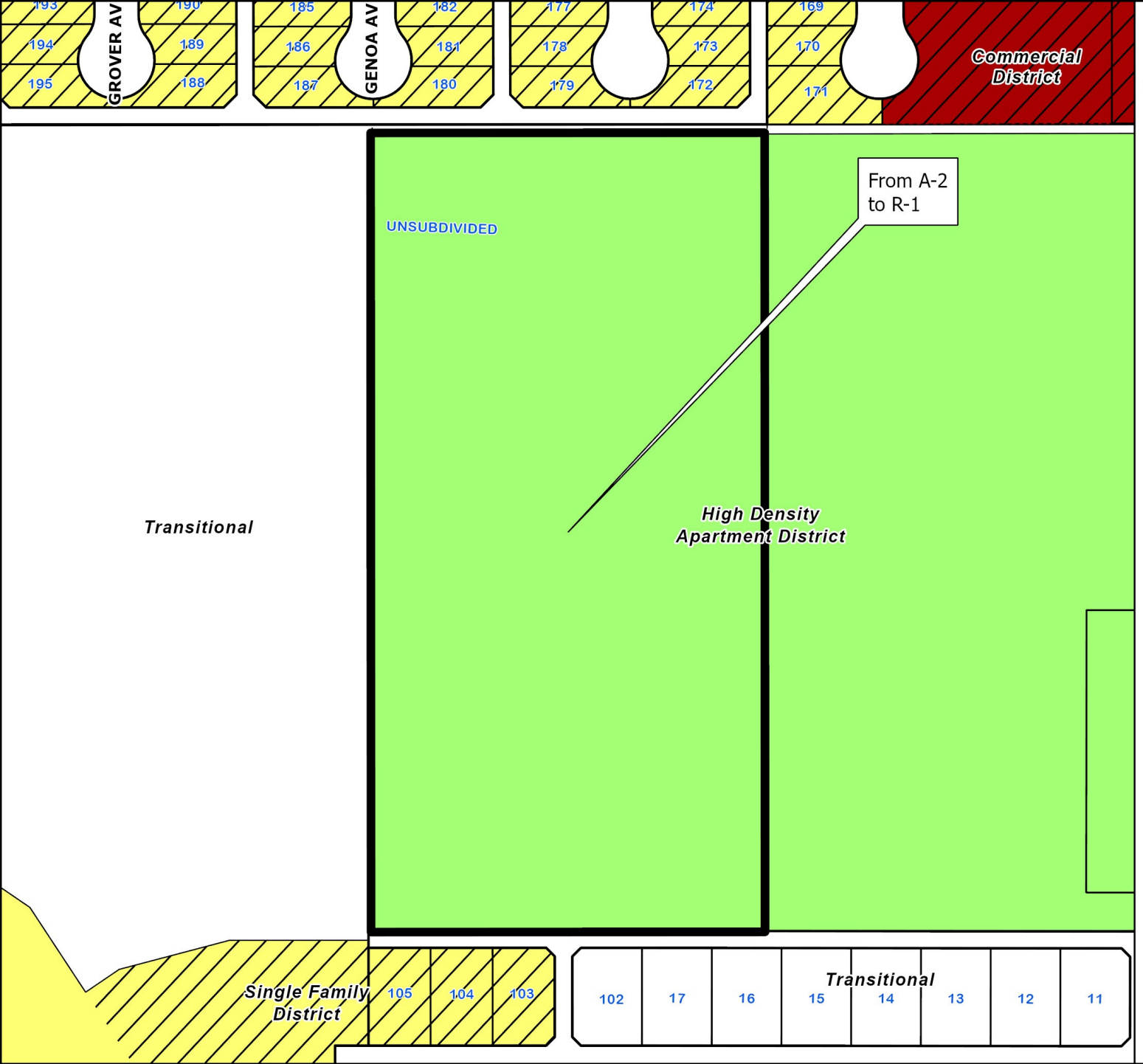
Date Exported: July 2021


PZC Mailout
Notifications Received
N
104TH ST
104TH PL
HOMESTEAD AVE
HURON AVE
GROVER AVE
GENOA AVE
GARDNER AVE
FULTON AVE
106TH S
Legend
LocatorPnt2951_A
MailoutBuffer2951_A
Notification Result
In Favor
Opposed
110TH ST
GRANBY AVE
GENOA AVE
GARDNER AVE
111TH ST
0
180
360
720 Feet
Created by Planning Department
Date: 8/2/2021

Case Number 2951-A





Current Zoning
2951-A

Zoning Districts

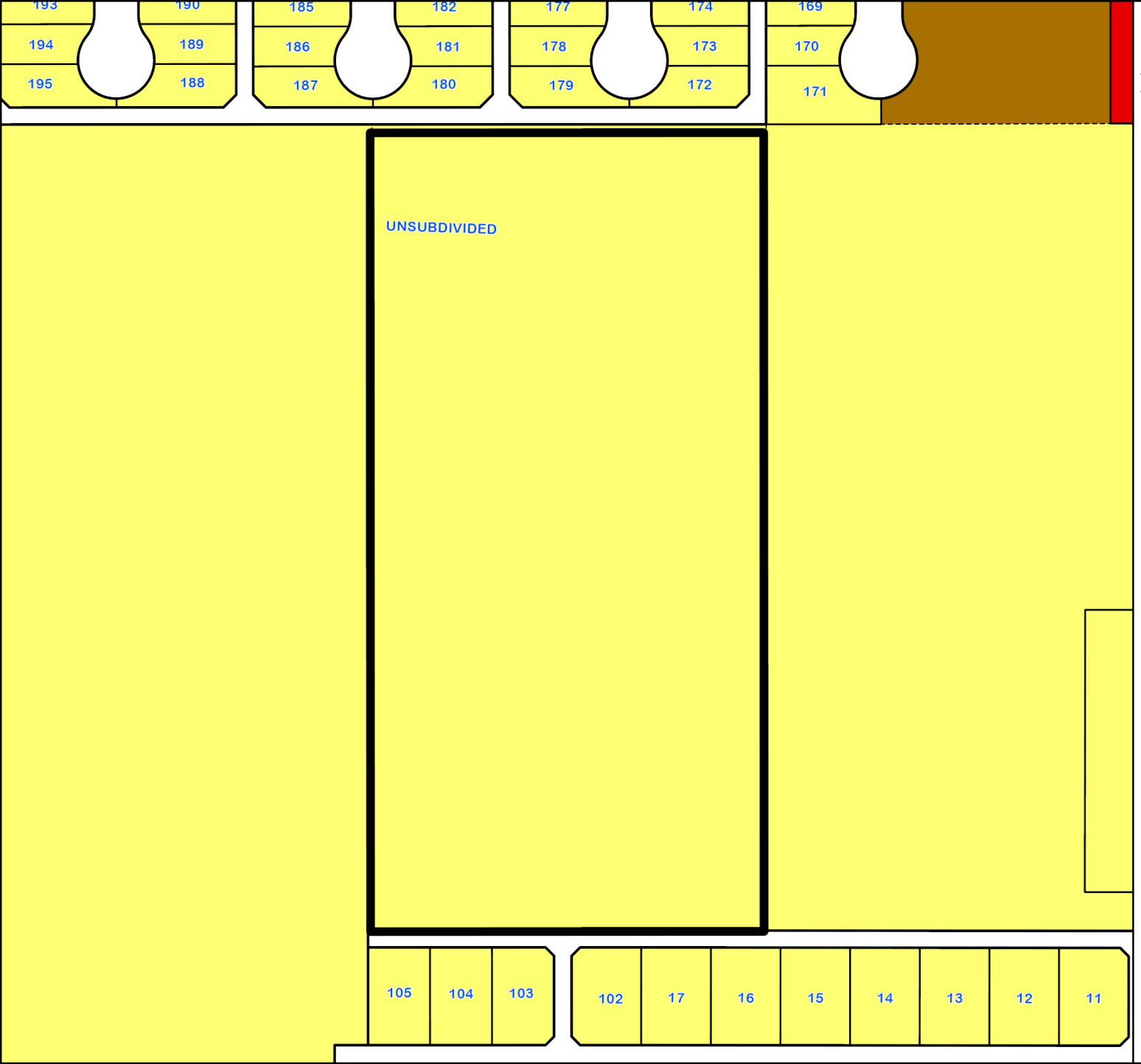
- High Density Apartment
- Commercial Specific Use
- Single Family
- Single Family Specific Use
- Transitional

N

0 50 100 200 Feet

City of Lubbock TEXAS

Date Exported: July 2021



Future Land Use Plan
Case 2951-A

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 50 100 200 Feet

City of Lubbock TEXAS

Date Exported: July 2021

2951-A

View of subject property. View south.

View of adjacent 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: North of 110th Street, West of Frankford Avenue

Lots/Tracts: See Metes and Bounds Description

Survey & Abstract: Section 21, Block AK

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 10.0

Existing Land Use: Vacant Existing Zoning: A-2, High Density Apartment

Requested Zoning: R-1

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

Representative/Agent Information (if different from owner)

Firm Name: Hugo Reed and Associates

Name: Terry Holeman

Address: 1601 Avenue N City: Lubbock State: TX

ZIP Code: 79401 Telephone: 806.763.5642 Email: tholeman@hugoreed.com

Applicant's Signature: Terry Holeman

Date: 6/10/21 Printed Name: Terry Holeman

Owner Information

Firm Name:

Owner: Carl Mortensen

Address: 6332 FOSTER RD City: ROPESVILLE State: TX

ZIP Code: 79358 Telephone: 806-928-5428 Email: ccm7@sbcglobal.net

Property Owner's Signature:

Date: 6-14-21 Printed Name: Carl Mortensen

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.

Cathie Flud

From: cjmajones@aol.com
Sent: Wednesday, July 21, 2021 9:10 AM
To: CityPlanning
Subject: P&Z Case No.: 2951-A

I am In Favor to the zone change requested. The reason being that most of the people who live in my neighborhood are older people who have downsized and young people who are just starting a family. I would like to see Single-Family remain in my area.
Thank you for letting me about about the zone change request.

Mary Ann Jones
10406 Gardner Avenue
Lubbock, Texas 79424
cjmajones@aol.com
(806) 787-2082

**WARNING: This message was sent from outside the City of Lubbock's email system.
It could contain harmful attachments or links to harmful web pages.**

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.:** ***2951-A***

In Favor ✓

Opposed ____

Reasons and/or Comments:

In favor of rezoning to a single family R-1.
In no way do I want an apartment complex behind my house or in the neighborhood to lower the housing market.

Print Name Kade Simmons

Signature: [signature]

Address: 5912 110th Street

Address of Property Owned: 5912 110th Street

Phone Number: 806-745-1459

Email: Kade@lubbocksound.com

Zone Case Number: **2951-A** R325304

SIMMONS KADE R & KASEY L
5912 110TH ST

LUBBOCK TX 79424

Recipient 33 of 36

RECEIVED
JUL 21 2021
BY:

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***2951-A***

In Favor X

Opposed ____

Reasons and/or Comments:

Print Name Melissa Abbey

Signature: Melissa Abbey

Address: 10404 Gardner Ave, 79424

Address of Property Owned: 10404 Gardner Ave, 79424

Phone Number: 8063178475

Email: mnix124@hotmail.com

Zone Case Number: **2951-A** R328408
ABBEY ROBIN R JR & MELISSA
10404 GARDNER AVE

LUBBOCK TX 79424

Recipient 38 of 38

RECEIVED
JUL 21 2021
BY: _____

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***2951-A***

In Favor X

Opposed ____

Reasons and/or Comments:

Print Name Doug Taylor

Signature: [signature]

Address: 11002 Genoa Ave. Lubbock, TX. 79424

Address of Property Owned: Same

Phone Number: 806-438-9788

Email: dtaylor@flatwireless.com

Zone Case Number: **2951-A** R171306 Recipient 24 of 36

TAYLOR DOUGLAS WAYNE & DONNA MICHELLE

11002 GENOA AVE

LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***2951-A***

In Favor ✓

Opposed ____

Reasons and/or Comments:

My wife and I just purchased a new home just north of property listed above. Mostly everyone in this area are retired or young families who are homeowners. I believe apartments would hurt our investment. The developed of single family homes would be a better choice for everyone in this area.

Print Name Kollye & Houston Walker

Signature: [signature]

Address: 10408 Gardner Ave

Address of Property Owned: 10408 Gardner Ave

Phone Number: 575-7994611

Email: houston.walker54@gmail.com

Zone Case Number: **2951-A** R328410

WALKER HOUSTON & KOLLYE
10408 GARDNER AVE

LUBBOCK TX 79424

Recipient 26 of 36

RECEIVED
JUL 26 2021
BY: ____

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***2951-A***

In Favor ✓ Yes for Single Family District!!!

Opposed ____

Reasons and/or Comments:

My home is adjacent to the unplatted land in question. The area should be zoned for single family residence to preserve the quality of this entire neighborhood. NO HIGH DENSITY APARTMENTS!!! Construction of such would destroy the quiet pleasant aspect of this lovely area!

Print Name KARYN SCRIVENER

Signature: Karyn Scrivener

Address: 5906 110th St, Lubbock, TX 79424

Address of Property Owned: 5906 110th St., Lubbock, TX 79424

Phone Number: 512-914-9479

Email: kasaus@peoplepc.com

Zone Case Number: **2951-A** R171303 Recipient 20 of 36

SCRIVENER LARRY & KARYN
5906 110TH ST

LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***2951-A***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Veronica Valderaz

Signature: Veronica Valderaz

Address: 5914 110th St.

Address of Property Owned: 5914 110th St.

Phone Number: 806-787-5969

Email: VValderaz@mylubbock.us

Zone Case Number: **2951-A** R325305 Recipient 31 of 36
VALDERAZ VERONICA R & FRANKIE
5914 110TH ST

LUBBOCK TX 79424

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.:** ***2951-A***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name ERIC WINZELER

Signature: [signature]

Address: 11002 GRANBY AVE LUBBOCK TX 79424

Address of Property Owned: 11002 GRANBY AVE LUBBOCK TX 79424

Phone Number: 806 441 8243

Email: ericwinzeler@hotmail.com

Zone Case Number: **2951-A** R325308 Recipient 32 of 36
WINZELER ERIC & MELISSA D
11002 GRANBY AVE

LUBBOCK TX 79424

Shane Spencer

From: CityPlanning
Sent: Monday, July 26, 2021 9:31 AM
To: Shane Spencer
Subject: FW: P&Z Case No: 2951-A

From: Debby Johnson <debbyjohnson82@gmail.com>
Sent: Sunday, July 25, 2021 9:11 AM
To: CityPlanning <cityplanning@mail.ci.lubbock.tx.us>
Subject: P&Z Case No: 2951-A

I would like to vote in favor of a zone change from an apartment district to Single-Family District at: 10508 Frankford Ave Block AK, Section 21.Thank you, Debby Johnson 10407 Gardner Ave, Lubbock, TX 79424

WARNING: This message was sent from outside the City of Lubbock's email system.
It could contain harmful attachments or links to harmful web pages.

Shane Spencer

From: CityPlanning
Sent: Wednesday, July 21, 2021 11:19 AM
To: Shane Spencer
Subject: FW: CASE# 2951-A

From: Dori Fant <dori21jfant@gmail.com>
Sent: Wednesday, July 21, 2021 10:50 AM
To: CityPlanning <cityplanning@mail.ci.lubbock.tx.us>
Subject: CASE# 2951-A

Dear Secretary of the planning and Zoning Commissions,
My name is Dorianne Fant, and I live on 10403 Gardner Ave. I am very OPPOSED TO THIS ZONING THAT YOU GUYS ARE CONSIDERING for the Case #2951-A. However, if you would zone this area for single family homes, I WOULD BE IN FAVOR. IF YOU HAVE ANY QUESTIONS YOU MAY CALL ME AT 806-632-9561 and my email is dori21jfant@gmail.com.

Sincerely,

Dorianne Fant

**WARNING: This message was sent from outside the City of Lubbock's email system.
It could contain harmful attachments or links to harmful web pages.**

Regular City Council Meeting **8. 15.**

Meeting Date: 09/14/2021

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-O0118, for Zone Case 3023-A, a request of SGA Design Group for Wal-mart Real Estate Business Trust, to amend the site plan and conditions of Ordinance No. 2004-O0120, at 1911 Marsha Sharp Freeway, located north of 7th Street and west of Avenue R, Overton Park Addition, Tract 14-A-1.

Item Summary

On August 24, 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 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

Attachments

Ordinance 3023-A
Staff Report 3023-A
Documentation 3023-A

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NUMBER 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3023-A; AMENDING THE REQUIREMENTS SET FORTH IN ORDINANCE NO. 2004-O0120 BY AMENDING THE APPROVED SITE PLAN OF 1911 MARSHA SHARP FREEWAY, LOCATED NORTH OF 7TH STREET AND WEST OF AVENUE R, OVERTON PARK ADDITION, TRACT 14-A-1, LUBBOCK, TEXAS; SUBJECT TO REQUIREMENTS; 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. 3023-A

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock **by amending the Approved Site Plan** at **1911 Marsha Sharp Freeway, located north of 7th Street and west of Avenue R, Overton Park Addition, Tract 14-A-1,** City of Lubbock, Lubbock County, Texas, subject to requirements.

SUBJECT TO THE FOLLOWING REQUIREMENTS:

1. **THAT the zoning shall be in conformance with the amended site plan provided to the City of Lubbock; and**

2. **THAT all remaining conditions set forth in Ordinance No. 2004-O0120 shall remain the same.**

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 by Section 40.01.006 of the Zoning Ordinance of the City of Lubbock, Texas.

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 the 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:ccdocs/Amend ZC3023-A (Amended)
July 29, 2021

Planning Department
City of Lubbock

Staff Report	Zone Case 3023-A
City Council Meeting	August 24, 2021

Applicant SGA Design Group

Property Owner Walmart

Council District 1

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- March 13, 1941: This property was annexed and zoned District B (Two-Family District) through Ordinance 661.
- November 25, 1947, Zone Case 0072: A portion of this property was zoned from District B (Two-Family District) to District E (Multi-Family District).
- August 10, 1950, Zone Case 0163: A portion of this property was zoned from District B (Two-Family District) to District E (Multi-Family District).
- October 11, 1951, Zone Case 0322: A portion of this property was zoned from District B (Two-Family District) to District E (Multi-Family District).
- April 8, 1971, Zone Case 1718: A portion of this property was zoned from Two-Family District (R-2) to High Density Apartment District (A-2).
- October 14, 1971, Zone Case 1757: A portion of this property was zoned from Single-Family District (R-1) to A-2.
- November 11, 1971, Zone Case 1774: A portion of this property was zoned from R-2 to A-2.
- May 11, 1972, Zone Case 1808: A portion of this property was zoned from R-2 to A-2.
- December 14, 1972, Zone Case 1853: A portion of this property was zoned from R-2 to A-2.
- February 8, 1973, Zone Case 1871: A portion of this property was zoned from R-2 to A-2.
- June 13, 1974, Zone Case 1955: A portion of this property was zoned from R-2 to A-2.
- November 4, 2004, Zone Case 3023: This property was zoned from A-2, R-2, and Multi-family District (R-3) to Interstate Highway Commercial (IHC) with a Specific Use.
- January 2004: City Council adopted the Overton Park Public Improvements Site Design Guidelines, which includes this property.
- July 29, 2021, Zone Case 3023-A: The Planning and Zoning Commission recommended approval of an amendment to Ordinance 2004-O0120 by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 18
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The subject property was annexed in 1941 and developed with a Walmart in 2009.

Adjacent Property Development

The properties to the north of the subject property are zoned IHC and IHC with a Specific Use and have been developed with commercial buildings. The properties to the east are zoned Central Business District, Civic Center (CB-5) and General Retail District (C-3) with a Specific Use and have also been developed with commercial buildings. The properties to the south are zoned Local Retail District (C-2) with a Specific Use and High-Rise Apartment District (A-3) with a Specific Use, and have been developed with apartments and commercial buildings. The properties to the west are zoned R-2 and A-3 with a Specific Use and have been developed with apartments and a park.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 1911 Marsha Sharp Freeway, and is located west of Avenue R and north of 7th Street. The applicant requests to amend the site plan as described in the Specific Use conditions section in Ordinance 2004-O0120 to allow for the construction of an addition to the existing Walmart and to use different materials for construction.

Current zoning:	**Interstate Highway Commercial District (IHC) with a Specific Use**
Requested zoning:	**Amend the site plan as described in the Specific Use conditions section in Ordinance 2004-O0120 to allow for the construction of an addition to the existing Walmart and to use different materials for construction.**

Intent Statements

The intent of the current Specific Use zoning is "…to provide for design and land use flexibility in the various districts. This district provides for variations in the land use standards within the [zoning] ordinance, provided the intent, principles, and innovations of modern urban planning and design are used."

Traffic Network/Infrastructure Impacts

The subject property is located along Marsha Sharp Freeway, which is designated as a Freeway, and Avenue T, 7th Street, and Avenue R, which are designated as Local Streets by the Master Thoroughfare Plan 2018. Freeways are designed to move high volumes of automotive traffic at relatively high speeds over long distances, and have limited access to help maximize traffic flow and safety (Comprehensive Plan, page 86). Local streets are designed for medium volumes of vehicles operating at lower speeds and provide access and movement within residential, commercial, and industrial areas (Page 87). The proposed amendment will not impact the suitability of the business for these types of roads.

Compatibility with Surrounding Property

The proposed amendment is compatible with the surrounding area and will not change the character of the existing development. The applicant is proposing an addition to the Walmart with a change in building materials.

Conformance with Zoning Ordinance

The proposed amendment is in conformance with the zoning ordinance and is appropriate adjacent to other uses that are already established.

Suitability of Property for Allowed Uses

The property is suitable for the proposed amendment and will not need additional public improvements to support the change.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Aerial Map
D. Zoning Map
E. Photos
F. Application and supporting documents

Staff Contacts

Jacob Hawkins
Planner
Planning Department
806-775-2096
jhawkins@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3023-A

Allowable Uses: Interstate Highway Commercial (IHC)

Transportation: The proposed development has points of access from Marsha Sharp Freeway, Avenue T, 7th Street and Avenue R.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Marsha Sharp Freeway *Freeway, Completed*	R.O.W. 325 feet, six-lane, undivided, paved	R.O.W. 325 feet, six-lane, undivided, paved
Avenue T *Local, Completed*	R.O.W. 50 feet, two-lane, undivided, paved	Two-lane, undivided, paved
7th Street *Local, Completed*	R.O.W. 60 feet, two-lane, undivided, paved	Two-lane, undivided, paved
Avenue R *Local, Completed*	R.O.W. 50 feet, two-lane, undivided, paved	Two-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.5 **Case 3023-A:** SGA Design Group for Walmart

Request to amend the site plan and conditions of Ordinance 2004-O0120, at:

- 1911 Marsha Sharp Freeway, located north of 7th Street and west of Avenue R, Overton Park Addition, Tract 14-A-1.

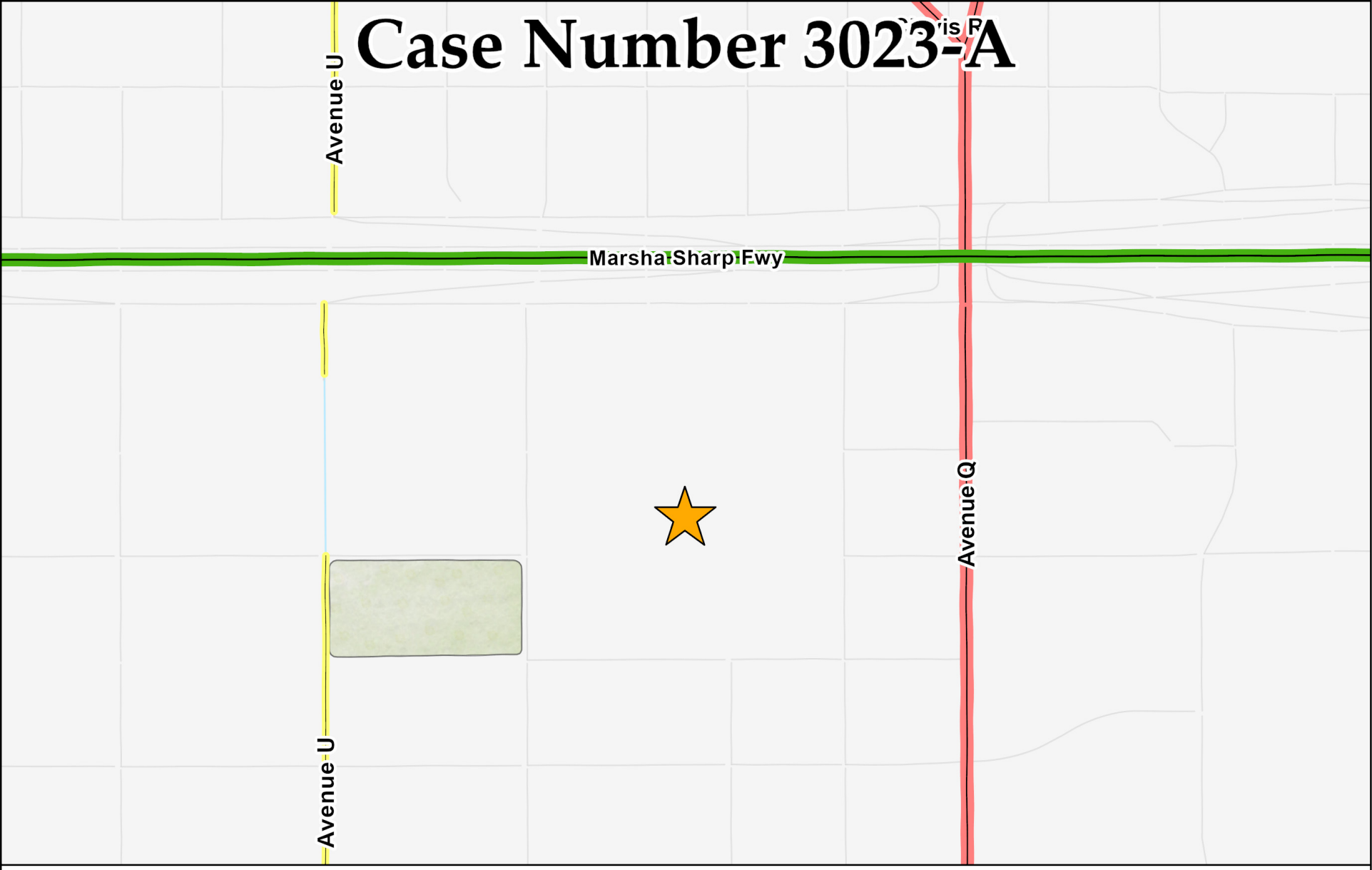
PLANNER JACOB HAWKINS stated there were eighteen notifications sent out. There were not any returned. The current zoning on the property is a Specific Use which was approved with the condition that it be tied to the site plan and proposed building materials. The applicant would like to build an addition on the north side of the property and is requesting to amend the site plan and conditions for the building materials. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

REPRESENTATIVE CAROLYN COOK 6161 Parkway Frisco Texas with Kimley-Horn was available to answers any questions.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 3023-A** a motion was made by **JAMES BELL** and seconded by **JORDAN WHEATLEY** to amend the site plan and conditions. The Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.

Case Number 3023-A

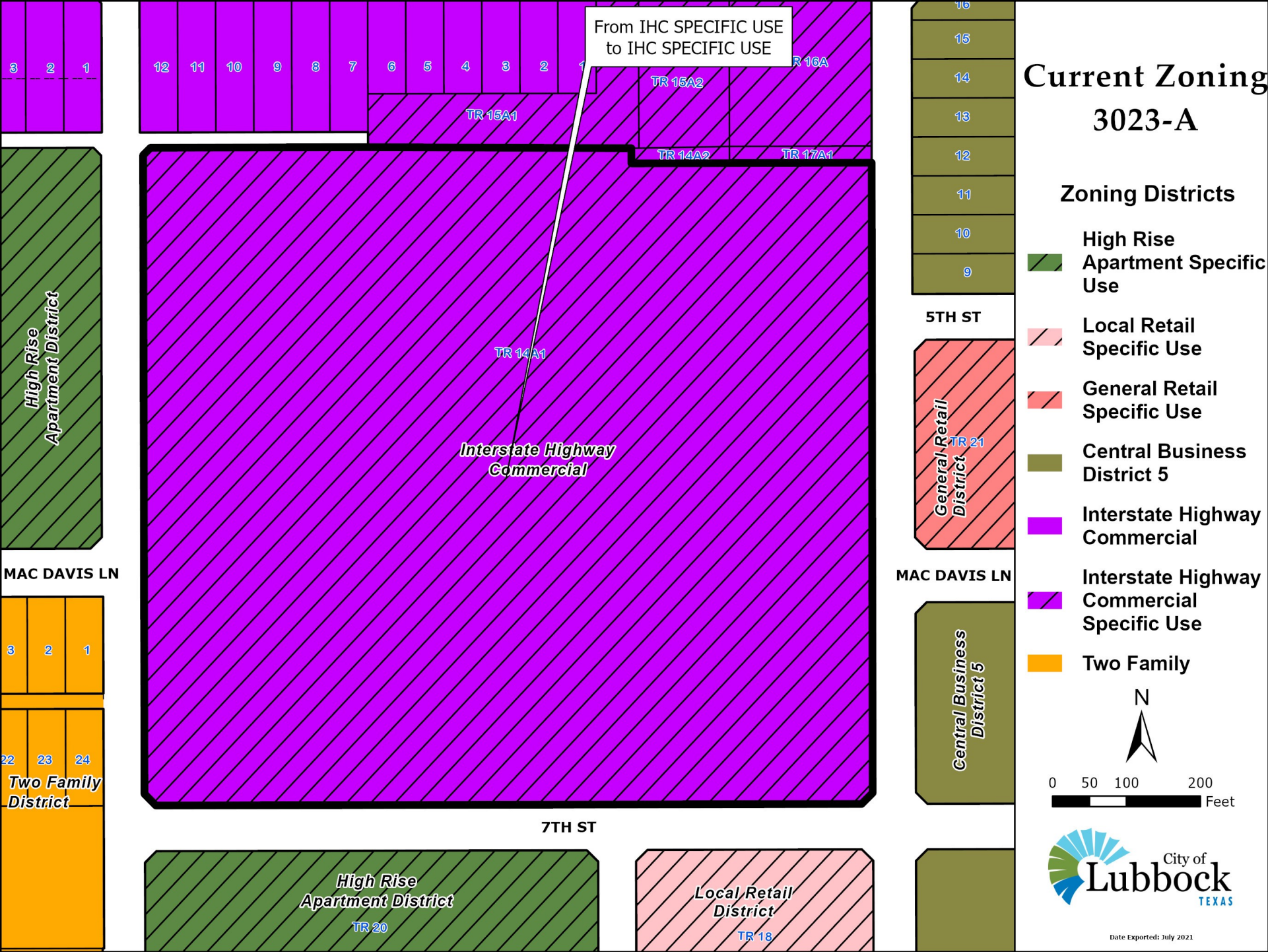


Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: July 2021

Case Number 3023-A


From IHC SPECIFIC USE to IHC SPECIFIC USE
TR 16A
TR 15A2
TR 15A1
TR 14A2
TR 17A1
TR 14A1
Interstate Highway Commercial
High Rise Apartment District
MAC DAVIS LN
5TH ST
General Retail District
TR 21
MAC DAVIS LN
Central Business District 5
7TH ST
Two Family District
High Rise Apartment District
TR 20
Local Retail District
TR 18
Current Zoning
3023-A
Zoning Districts
High Rise Apartment Specific Use
Local Retail Specific Use
General Retail Specific Use
Central Business District 5
Interstate Highway Commercial
Interstate Highway Commercial Specific Use
Two Family
N
0 50 100 200
Feet
City of Lubbock TEXAS
Date Exported: July 2021

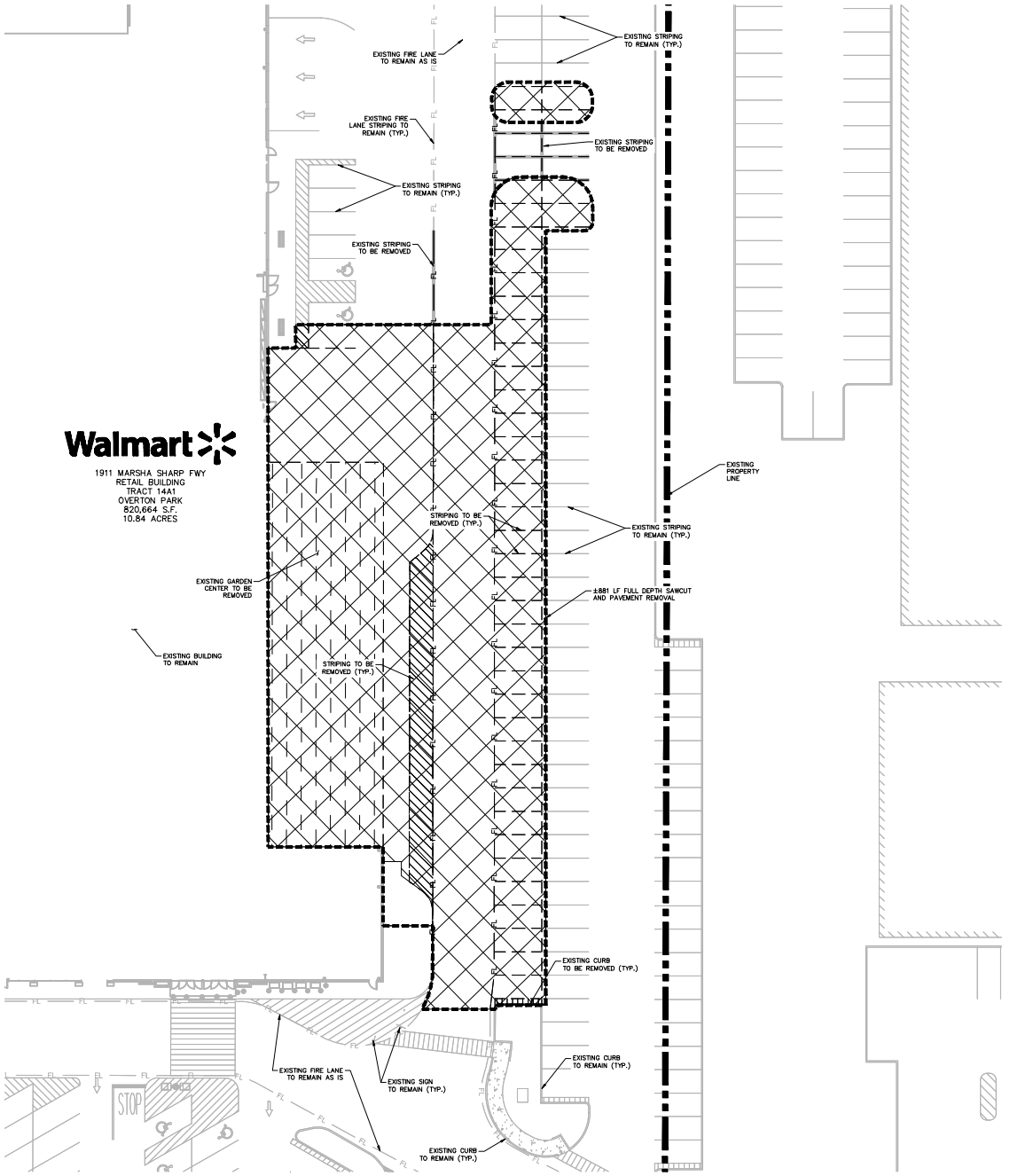
3023-A

View of subject property. View south.

View of adjacent properties. View south.

View of adjacent properties. View north.

View of adjacent property. View east.



DEMOLITION NOTES

1. THE CONTRACTOR SHALL FIELD VERIFY AND LOCATE ALL EXISTING UTILITIES ON SITE PRIOR TO DEMOLITION.
2. THE CONTRACTOR SHALL PERFORM DEMOLITION ACTIVITIES AS NOTED AND SHOWN ON THESE PLANS AND AS DIRECTED BY THE DEVELOPER.
3. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ANY PERMITS AND PAY ANY FEES REQUIRED FOR DEMOLITION AND HAUL-OFF FROM THE APPROPRIATE AUTHORITIES.
4. THE CONTRACTOR SHALL PREPARE ALL DOCUMENTS AND ACQUIRE APPROPRIATE PERMITS AS REQUIRED PRIOR TO THE COMMENCEMENT OF DEMOLITION.
5. THE DEMOLITION PLAN IS INTENDED TO DEPICT GENERAL DEMOLITION AND UTILITY WORK. IT IS NOT INTENDED TO IDENTIFY EACH ELEMENT OF DEMOLITION OR RELOCATION. THE CONTRACTOR SHALL COORDINATE WITH THE DEVELOPER AND APPROPRIATE UTILITY COMPANY PRIOR TO WORK.
6. REMOVE AND DISPOSE OF ANY SIDEWALK, FENCES, STAIRS, WALLS, FOUNDATIONS, CONDUITS, LIGHT POLE BASES, DEBRIS AND RUBBISH REQUIRING REMOVAL FROM THE WORK AREA IN AN APPROVED LANDFILL.
7. REMOVE AND/OR PLUG EXISTING UTILITIES SUCH AS STORM DRAINAGE, SANITARY SEWER, WATER, GAS, ELECTRIC, AND TELEPHONE AS SHOWN OR AS NEEDED. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING EACH UTILITY COMPANY TO COORDINATE REMOVAL OF ALL UTILITIES AND FOR DETERMINING HORIZONTAL AND VERTICAL LOCATIONS OF UTILITIES PRIOR TO COMMENCING WORK.
8. ALL SERVICES MAY NOT BE SHOWN ON THIS PLAN. THE CONTRACTOR SHALL INVESTIGATE THE SITE PRIOR TO BIDDING TO DETERMINE THE EXTENT OF SERVICE PIPING TO BE REMOVED. CUT OR PLUGGED.
10. THE CONTRACTOR SHALL ARRANGE FOR THE RESETTING OF CURB BOXES, VALVE BOXES AND REMOVAL AND/OR RELOCATION OF OVERHEAD UTILITIES AND POLES WITH THE APPROPRIATE UTILITY COMPANY. REFERENCE MEP PLANS FOR PHASING AND ROUTING.
11. INSTALL ALL EROSION AND SEDIMENT CONTROL DEVICES AND TREE PROTECTION PRIOR TO BEGINNING DEMOLITION WORK. CONTRACTOR SHALL PROVIDE AND IMPLEMENT AN EROSION CONTROL PLAN AND SWPPP.
12. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES TO REMAIN IN PLACE. CONTRACTOR TO PROVIDE GROUND PENETRATING RADAR SERVICES TO LOCATE UNDERGROUND UTILITIES. CONTRACTOR TO COORDINATE WITH OWNERS REPRESENTATIVE WIMBURNE (WIN) PHINNEY (214-641-8369) FOR APPROVAL PRIOR TO COMMENCEMENT OF DEMOLITION ACTIVITIES.
13. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS TO AVOID UNNECESSARY DAMAGE TO EXISTING ROAD SURFACE.
14. FINISH SURFACE TO BE REMOVED OR DEMOLISHED SHALL BE CUT ALONG LINES OF JOINTS WHICH WILL PERMIT A NEAT SURFACE WHEN RESTORED.
15. ALL EXISTING ITEMS TO REMAIN WHICH ARE DAMAGED DURING CONSTRUCTION SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT THE SOLE EXPENSE OF THE CONTRACTOR.
16. DO NOT INTERRUPT EXISTING UTILITIES SERVICING FACILITIES OCCUPIED AND USED BY THE OWNER OR OTHERS DURING OCCUPIED HOURS EXCEPT WHEN SUCH INTERRUPTIONS HAVE BEEN AUTHORIZED IN WRITING BY THE OWNER AND THE LOCAL MUNICIPALITIES. INTERRUPTIONS SHALL ONLY OCCUR AFTER ACCEPTABLE TEMPORARY SERVICE HAS BEEN PROVIDED.
17. SHOULD ANY UNCHARTED OR INCORRECTLY CHARTED EXISTING PIPING OR OTHER UTILITY BE UNCOVERED DURING EXCAVATION, CONTACT THE ENGINEER IMMEDIATELY FOR DIRECTIONS BEFORE PROCEEDING FURTHER WITH WORK IN THE AREA.
18. ASBESTOS OR HAZARDOUS MATERIAL, IF FOUND ON SITE, SHALL BE REMOVED BY A LICENSED HAZARDOUS MATERIAL CONTRACTOR. REFERENCE ARCHITECTURAL PLANS FOR LIMITS OF BUILDING DEMOLITION.

HURON

GRAPHIC SCALE IN FEET
0 10 20 40

DEMOLITION LEGEND

- EXISTING PAVEMENT TO BE REMOVED
- EXISTING GARDEN CENTER TO BE REMOVED RE: ARCHITECTURE PLANS
- EXISTING CURB TO BE REMOVED
- PROPOSED FULL DEPTH SAWCUT
- LIMITS OF SEAL COAT. APPLY SEAL COAT OVER WHERE STRIPING AND PAVEMENT MARKINGS ARE REMOVED.

CAUTION!!
CONTRACTOR IS TO VERIFY PRESENCE AND EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.

811 Know what's **below.** **Call** before you dig.

ALERT TO CONTRACTOR:

1. THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR THIS ISSUE. WHEN PERFORMING GRADING OPERATIONS DURING PERIODS OF WET WEATHER, PROVIDE ADEQUATE DEWATERING, DRAINAGE AND GROUND WATER MANAGEMENT TO CONTROL MOISTURE OF SOILS. REFER TO MASTER SITE SPECIFICATIONS.
2. ALL WM GENERAL CONTRACTOR WORK TO BE COMPLETED (EARTHWORK, FINAL UTILITIES, AND FINAL GRADING) BY THE MILESTONE DATE IN PROJECT DOCUMENTS. OUTLOT AREA TO BE KEPT FREE OF JOB TRAILERS AND STORAGE AFTER THE CONTRACT MILESTONE DATE FOR THE OUTLOT. WM GENERAL CONTRACTOR TO PROVIDE CLEAR ACCESS FOR OUTLOT CONTRACTOR TO THE SPECIFIC PARCEL AT ALL TIMES AFTER MILESTONE DATE. PURCHASER OF OUTLOT TO PROVIDE PERMIT DOCUMENTS AND SWPPP REQUIRED BY STATE/LOCAL REQUIREMENTS FOR SPECIFIC OUTLOT.

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No.	REVISIONS	DATE

Kimley»Horn
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6160 WARREN PARKWAY, SUITE 100, FRISCO, TX 75034
PHONE: 972-335-3580
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

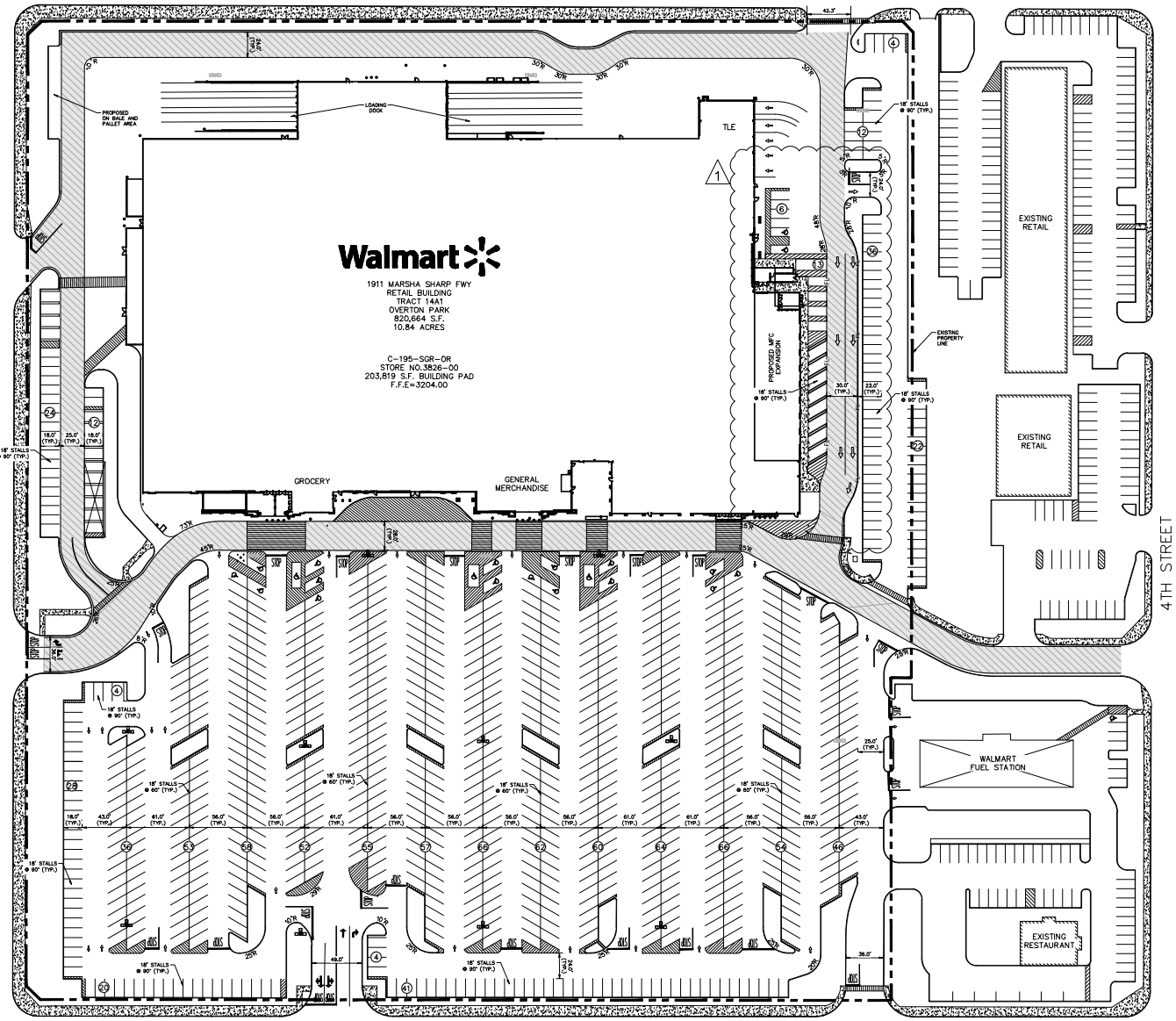
PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley»Horn
Engineer: AARON M BOOCH
P.E. No. 127006 Date: 07/01/2021

SCALE: AS SHOWN
DESIGNED BY
DRAWN BY: DCU
CHECKED BY: CAK

DEMOLITION PLAN

Walmart STORE #3826-239
1911 MARSHA SHARP FWY
CITY OF LUBBOCK, TEXAS 79415

DATE: 07/01/2021
PROJECT NO.: -
SHEET NUMBER: 6100



GRAPHIC SCALE IN FEET
0 25 50 100

NORTH

LEGEND

- WALMART PROPERTY LINE
- PROPOSED PARKING SPACES
- STANDARD DUTY ASPHALT (SEE "PC CONCRETE PAVEMENT" FOR DETAILS)
- HEAVY DUTY ASPHALT (SEE "PC CONCRETE PAVEMENT" FOR DETAILS)
- HEAVY DUTY CONCRETE (SEE "PC CONCRETE PAVEMENT" FOR DETAILS)
- SIDE WALK CONCRETE (SEE "PC CONCRETE PAVEMENT" FOR DETAILS)
- FIRE LANE
- LIGHT POLE

SITE NOTES

1. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY/COUNTY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
2. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULES, SLOPE PAVING, SIDEWALKS, EXIT PORCHES, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
3. ALL DISTURBED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL, SEED, MULCH AND WATER UNTIL A HEALTHY STAND OF GRASS IS ESTABLISHED. SEE D2900 SPECIFICATION.
4. ALL CURBED RADII ARE TO BE 2' OR 10' UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS AND RADII ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, (UNLESS OTHERWISE NOTED ON PLANS) INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC, AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES REQUIREMENTS AND PROJECT SITE WORK SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.
7. TOTAL WAL-MART FUEL LOT AND SUPER LOT AREAS ARE 10.84± ACRES.
8. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH ALL TERMS AND CONDITIONS OF THE NATIONWIDE PERMIT 12.
9. THE SITE WORK FOR THIS PROJECT SHALL MEET OR EXCEED "THE SITE SPECIFIC SPECIFICATIONS".

PAINTING STRIPING LEGEND

SWSL4" - SINGLE WHITE SOLID LINE / 4" WIDE
SYSL4" - SINGLE YELLOW SOLID LINE / 4" WIDE
DYSL4" - DOUBLE YELLOW SOLID LINE / 4" WIDE EACH
SBYL4" - SINGLE BROKEN YELLOW LINE / 4" WIDE

SITE DATA TABLE

TOTAL SITE AREA	± 21.432 ACRES
WAL-MART SITE (LOT 1)	±20.384 ACRES
TOTAL BUILDING AREA	203,819 SQ. FT.
RETAIL - 173,659 SF(5.0/1000 SF)	869 SPACES
WAREHOUSE - 30,160 SF(1.0/2000 SF)	16 SPACES
PARKING REQUIRED (5.0/1000 SF)	885 SPACES
PARKING PROVIDED (4.58/1000 SF)	933 SPACES
ACCESSIBLE PARKING REQ./PROV.	27/27

CAUTION!!
CONTRACTOR IS TO VERIFY PRESENCE AND EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.

811 Know what's below. Call before you dig.

ALERT TO CONTRACTOR:

1. THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR THIS ISSUE, WHEN PERFORMING GRADING OPERATIONS DURING PERIODS OF WET WEATHER, PROVIDE ADEQUATE DEWATERING, DRAINAGE AND GROUND WATER MANAGEMENT TO CONTROL MOISTURE OF SOILS. REFER TO MASTER SITE SPECIFICATIONS.
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Kimley»Horn
Engineer: JASON D. MCGUIRE
P.E. No. 127109 Date: 07/01/2021

SCALE: AS SHOWN
DESIGNED BY: DCJ
DRAWN BY: DCJ
CHECKED BY: CAK

SITE PLAN

Walmart STORE #3826-239
1911 MARSHA SHARP FWY
CITY OF LUBBOCK, TEXAS 79415

DATE: 07/01/2021
PROJECT NO.: -
SHEET NUMBER: 6110

No.	REVISIONS	DATE

SITE SIGNAGE

GOOGLE EARTH
© 2021 GOOGLE

DISCLOSURES

ALLOWABLE SIGNAGE SF: N/A

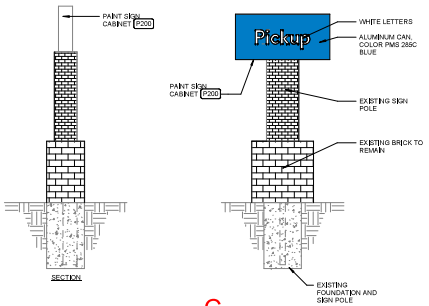
EXISTING SIGNAGE SF: 575.92 SF

PROPOSED SIGNAGE SF: 205.17 SF

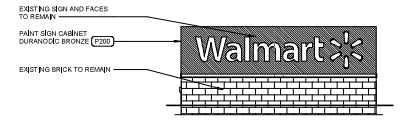
SIGNAGE RESTRICTIONS:
PER THE CITY ORDINANCE, A PARAPET EXTENSION IS ALLOWED FOR THIS STORE. SIGNAGE IS TO BE PARTIALLY UPDATED PER CI30434 AS INDICATED ON ELEVATIONS.

VARIACE/PROCESS:
A VARIANCE IS NOT REQUIRED FOR ANY OF THE CHANGES BEING MADE TO THE EXTERIOR OF THIS STORE. A SIGN PERMIT APPLICATION MUST BE EMAILED, MAILED, OR SUBMITTED ONLINE TO THE AHJ FOR REVIEW.

PAINT RESTRCTIONS:
THIS STORE HAS BEEN PREVIOUSLY PAINTED TO BRAND. PER CI30414, THIS BUILDING IS TO RECEIVE LIMITED PAINTING AS INDICATED ON ELEVATIONS. BRICK ON ALL FOUR SIDES IS TO REMAIN UNPAINTED.



11 AUTO CENTER PYLON C
3/16" = 1'-0"



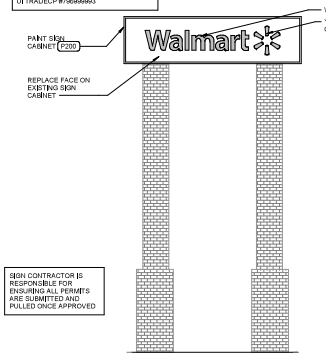
10 EXISTING MONUMENT SIGN B
3/16" = 1'-0"

SHERWIN-WILLIAMS CUSTOM
BRONZE/ ORDER NUMBER
7249-004494J
-BRONZE MATCH
-CUSTOM MANUAL MATCH

BAC COLORANT:	OZ	32	64	128
W1 WHITE	-	43	-	1
B1 BLACK	6	4	1	1
R2 MAROON	-	19	-	1
Y3 DEEP GOLD	-	48	1	1
G2 NEW GREEN	-	18	-	-

ONE GALLON
#85470D104
ULTRADEEP #7969999993

SIGN CONTRACTOR IS RESPONSIBLE FOR ENSURING ALL PERMITS ARE SUBMITTED AND PULLED ONCE APPROVED



9 EXISTING PYLON SIGN A
3/16" = 1'-0"

COLOR LEGEND

ETR	EXISTING TO REMAIN
P5E	SAFETY YELLOW
P78U	WALMART BLUE (URETHANE-LIKE)
P134E	LIGHT GRAY
P135E	MEDIUM GRAY
P162E	BLACK GRAY
P200	DURANODIC BRONZE SW#7248

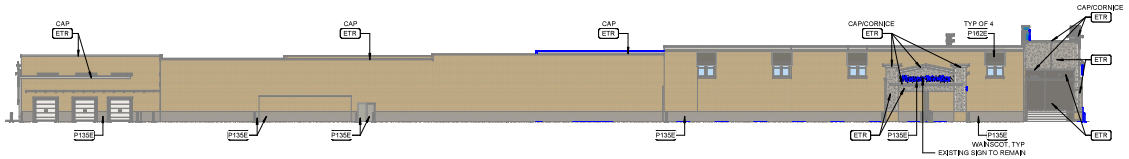
SHEET NOTES

1. PATCH AND REPAIR EXTERIOR WALL SURFACES DAMAGED OR EXPOSED DUE TO REMOVAL OF BULDING MOUNTED ITEMS, TO MATCH ADJACENT AS REQUIRED.
2. REFER TO DETAILS ON SHEET A2.1 FOR SUBSTRATE AND FINISH REQUIREMENTS AT LOCATIONS OF BULDING MOUNTED SIGNS.
3. NOT USED.
4. NOT USED.
5. PRIOR TO PAINTING WALL AT LOCATION(S) OF LIT EMLOGO SIGN(S), COORDINATE SCOPE OF WORK WITH WALMART CM.
6. IF PAINTING ADJACENT WALLS PAINT HOLLOW METAL STEEL DOORS, FRAMES, AND DOWNSPOUTS, EXPOSED METAL FLASHING, HANDRAILS, AND EXPOSED MISCELLANEOUS STEEL TO MATCH ADJACENT BULDING COLOR UNO.
7. PAINT ANY NEW ROOFTOP GAS PIPING P5E WHERE EXTERIOR WALL IS BEING PAINTED. GAS PIPE ALONG SIDE WALL TO GRADE SHOULD MATCH ADJACENT BULDING. DO NOT PAINT METER OR VALVES.
8. IF PAINTING ADJACENT WALLS PAINT CANOPY STRUCTURAL STEEL AND FLASHING TO MATCH ADJACENT WALL.
9. WHERE CANOPIES ARE VISIBLE TO AND ACCESSED BY CUSTOMERS, PAINT UNDERSIDE OF CANOPY DECK DO NOT PAINT CANOPY DECK IF NOT PREVIOUSLY PAINTED.
10. PAINT ALL EXTERIOR ENTRY BOLLARDS TO MATCH EXISTING COLOR UNLESS NOTED TO RECEIVE PLASTIC BOLLARD SLEEVE.
11. NOT USED.
12. DO NOT PAINT LED WALL PACK HOUSINGS
13. NOT USED.
14. NOT USED.
15. DO NOT PAINT QUIK BRIK, STONE VENEER, FACE BRICK, UNPAINTED TILT-WALL OR PRECAST PANELS
16. NOT USED.

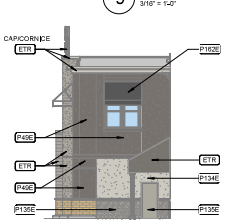
DEMOLITION NOTES

1. NOT USED.
2. REMOVAL OF BULDING MOUNTED ITEMS, SHOWN OR NOTED TO BE DEMOLISHED OR AS REQUIRED BY SCOPE OF WORK, SHALL OCCUR PRIOR TO PAINTING BULDING. COORDINATE DEMOLITION WORK SO EXTERIOR PAINTING WILL OCCUR PRIOR TO INSTALLATION OF BULDING MOUNTED ITEMS.

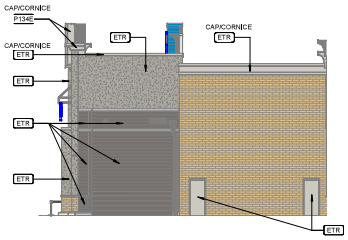
THIS STORE HAS BEEN PREVIOUSLY PAINTED TO BRAND. THIS BULDING IS TO RECEIVE LIMITED PAINTING AS INDICATED IN ELEVATIONS.



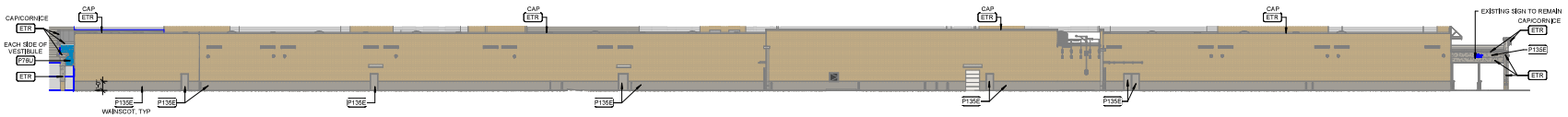
8 LEFT ELEVATION
1" = 20'-0"



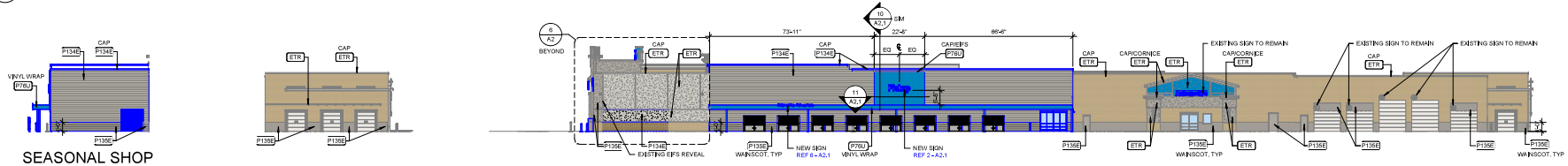
7 VESTIBULE SIDE ELEVATION
1" = 10'-0"



6 VESTIBULE SIDE ELEVATION (BEYOND)
1" = 10'-0"



5 REAR ELEVATION
1" = 20'-0"



SEASONAL SHOP
REAR ELEVATION
1" = 20'-0"

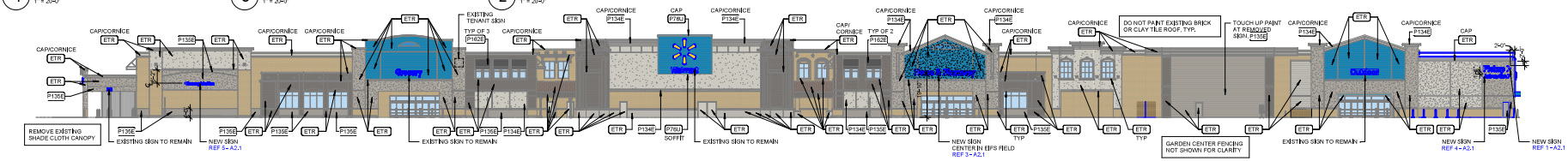
4

GM DOCK ELEVATION
1" = 20'-0"

3

RIGHT ELEVATION
1" = 20'-0"

2



1 FRONT ELEVATION
1" = 20'-0"

SGA Design Group, P.C.
1405 South Buckner, Suite 150
Dallas, Texas 75227-7418
p 214.327.8900
f 214.327.8901
www.sgadesigngroup.com

STIPULATION FOR REUSE

CONSULTANTS

Walmart
LUBBOCK (TX TECH), TX
1911 MARSHA SHARP FWY
STORE NO. 3826-239
2022 MAJOR PROJECT
JOB NUMBER: 21704040 PROTO: 105

ISSUE BLOCK

CHECKED BY:	RO/AVT
DRAWN BY:	MP
PROTO CYCLE:	4/30/21
DOCUMENT DATE:	07/08/21

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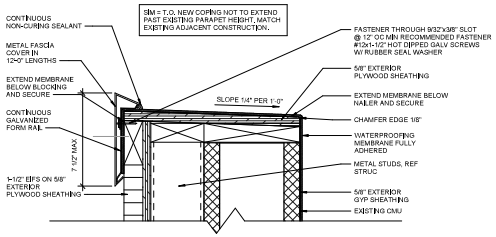
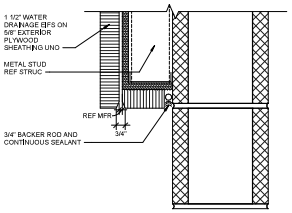
REGISTERED ARCHITECT
STATE OF TEXAS
06/30/2021

EXTERIOR ELEVATIONS

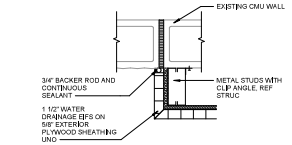
SHEET: A2



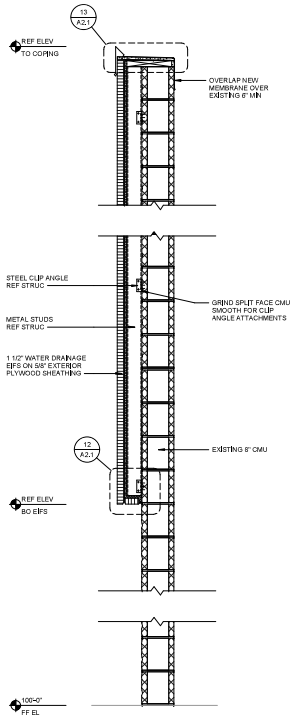
13 PARAPET CAP FLASHING
3" = 1'-0"



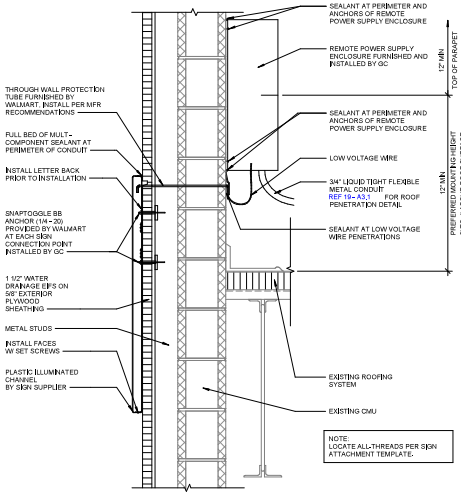
12 EIFS DETAIL
3" = 1'-0"



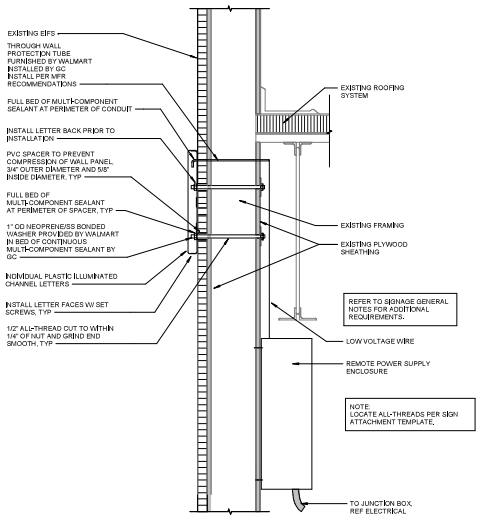
11 CORNER DETAIL
1 1/2" = 1'-0"



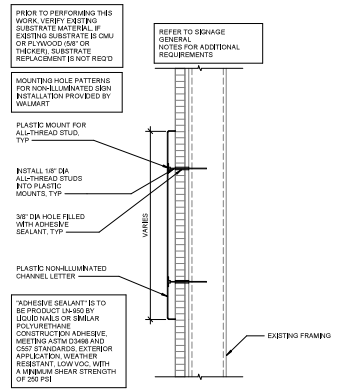
10 WALL SECTION
1" = 1'-0"



9 SIGNAGE ATTACHMENT
1 1/2" = 1'-0"

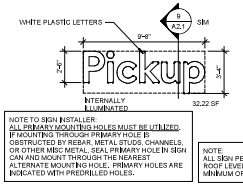


8 SIGN ATTACHMENT AT EIFS CHANNEL LETTERS BELOW ROOF LINE
1 1/2" = 1'-0"

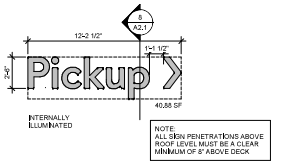


7 SIGN ATTACHMENT AT EIFS AND METAL STUD WALL
1 1/2" = 1'-0"

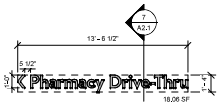
6 CANOPY SIGNAGE
1/4" = 1'-0"



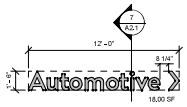
2 SIGNAGE
1/4" = 1'-0"



1 SIGNAGE
1/4" = 1'-0"



5 1'-0"PHARMACY DRIVE-THRU
1/4" = 1'-0"



4 1'-6" AUTOMOTIVE
1/4" = 1'-0"

3 2'-6" HOME & PHARMACY
1/4" = 1'-0"

EXISTING SIGNAGE

SIGNAGE LOCATION	QTY	LIGHTED	COLOR	SIZE	AREA (SF)	TOTAL AREA (SF)
FRONT SIGNAGE						
(Spark) "Walmart ETR	1	LED	YELLOW/WHITE	12'-0"	244.60 SF	244.60 SF
Lifestyle & Pharmacy	1	N/A	WHITE	2'-6"	107.90 SF	107.90 SF
Outdoor ETR	1	N/A	WHITE	2'-6"	58.35 SF	58.35 SF
Grocery ETR	1	N/A	WHITE	2'-6"	41.05 SF	41.05 SF
Automotive >	1	N/A	WHITE	2'-0"	23.83 SF	23.83 SF
Vision Center	1	N/A	WHITE	1'-0"	8.49 SF	8.49 SF
FRONT SIGNAGE						484.22 SF
SIDE SIGNAGE						
Pharmacy Drive-Thru ETR	1	N/A	WHITE	1'-0"	37.71 SF	37.71 SF
Enter ETR	1	N/A	WHITE	1'-0"	3.20 SF	3.20 SF
Exit ETR	1	N/A	WHITE	1'-0"	2.29 SF	2.29 SF
SIDE SIGNAGE						43.20 SF
AUTO CENTER SIGNAGE						
Automotive ETR	1	N/A	WHITE	2'-0"	27.90 SF	27.90 SF
Automotive Numerals ETR	5	N/A	WHITE	2'-6"	4.12 SF	20.60 SF
AUTO CENTER SIGNAGE						48.50 SF
TOTAL BUILDING SIGNAGE						575.92 SF

NEW SIGNAGE

SIGNAGE LOCATION	QTY	LIGHTED	COLOR	SIZE	AREA (SF)	TOTAL AREA (SF)
FRONT SIGNAGE						
(Spark) "Walmart ETR	1	LED	YELLOW/WHITE	12'-0"	244.60 SF	244.60 SF
Home & Pharmacy	1	N/A	WHITE	2'-6"	90.90 SF	90.90 SF
Outdoor ETR	1	N/A	WHITE	2'-6"	58.35 SF	58.35 SF
Grocery ETR	1	N/A	WHITE	2'-6"	41.05 SF	41.05 SF
Pickup >	1	LED	WHITE	2'-6"	40.88 SF	40.88 SF
Automotive >	1	N/A	WHITE	1'-6"	18.00 SF	18.00 SF
< Pharmacy Drive-Thru	1	N/A	WHITE	1'-0"	18.06 SF	18.06 SF
FRONT SIGNAGE						51184 SF
SIDE SIGNAGE						
Pickup	1	LED	WHITE	2'-6"	32.22 SF	32.22 SF
Order Online. Pickup Here.	1	N/A	WHITE	1'-2"	26.62 SF	26.62 SF
Pharmacy Drive-Thru ETR	1	N/A	WHITE	1'-0"	37.71 SF	37.71 SF
Enter ETR	1	N/A	WHITE	1'-0"	3.20 SF	3.20 SF
Exit ETR	1	N/A	WHITE	1'-0"	2.29 SF	2.29 SF
SIDE SIGNAGE						10204 SF
AUTO CENTER SIGNAGE						
Automotive ETR	1	N/A	WHITE	2'-0"	27.90 SF	27.90 SF
Automotive Numerals ETR	5	N/A	WHITE	2'-6"	4.12 SF	20.60 SF
AUTO CENTER SIGNAGE						4850 SF
TOTAL BUILDING SIGNAGE						62238 SF

SIGNAGE GENERAL NOTES

1. SIGNAGE FURNISHED BY WAL-MART AND INSTALLED BY GC.
2. ALL EXISTING WALMART EXTERIOR SIGNAGE IS TO REMAIN IN PLACE ON THE BUILDING UNTIL THE GC SIGN COMPANY IS ONSITE. THE EXISTING SIGNAGE WILL THEN BE REMOVED. PATCH AND REPAIR WORK WILL BE COMPLETED AT SIGN LOCATIONS, AND NEW SIGNAGE WILL BE INSTALLED PER PLANS.
   A. A TEMPORARY BANNER WILL BE INSTALLED PRIOR TO REMOVAL OF EXISTING EXTERIOR SIGNAGE. BANNER WILL REMAIN IN PLACE UNTIL ALL MODIFICATIONS AND/OR REPAIRS HAVE BEEN COMPLETED AND NEW SIGNAGE IS INSTALLED.
   B. TEMPORARY BANNER WILL BE APPROXIMATELY 125 SF (EXSE).
   C. EXTERIOR SIGN WORK NEEDS TO BE SCHEDULED, COORDINATED, AND COMPLETED DURING WEEK 6 OF THE CONSTRUCTION SCHEDULE.
3. GENERAL CONTRACTOR RESPONSIBILITIES
   A. BY END OF FIRST WEEK OF CONSTRUCTION, REVIEW EXISTING CONSTRUCTION WHERE SIGN(S) WILL BE INSTALLED. IF EXISTING CONDITIONS DO NOT MATCH SIGN ATTACHMENT DETAILS SHOWN, REQUEST APPROVAL FROM CONSTRUCTION MANAGER TO SUBMIT RFI IN ACCORDANCE WITH SECTION 01255, NOTE DIFFERENCES IN CONSTRUCTION, INCLUDING DIMENSIONS, AND INCLUDE PHOTOGRAPHS FOR CLARIFICATION.
   B. PROVIDE SUBSTRATE SUITABLE FOR INSTALLATION OF SIGNAGE. REFER TO SIGN DETAILS FOR LIGHTED D&O/GO SIGNS.
   C. PROVIDE JUNCTION BOXES AND CIRCUITRY TO NEW "Walmart" and "spark" SIGNAGE. EXISTING (6) BOXES FROM "WAL-MART" SIGNAGE MAY BE REUSED.
   D. PROVIDE JUNCTION BOXES AND CIRCUITRY TO TENANT SIGNAGE LOCATION SHOWN. REFER TO ELECTRICAL.
   E. INSTALL ACCESS DOORS AND FRAMES IN GYPSUM BOARD CEILINGS IF REQUIRED BY RELOCATION OF EXISTING TENANT SIGNAGE.
   F. VERIFY VOLTAGE AT CIRCUITS FEEDING LIGHTED SIGNAGE. REFER TO ELECTRICAL.
   G. MAKE FINAL TERMINATIONS ON LIGHTED SIGNAGE.
   H. REMOVE ALL LIT D&O/GO SIGNS AND UNLIT EXTERIOR STUD MOUNTED BUILDING SIGNS, UNLESS NOTED OTHERWISE.
   I. MAKE REQUIRED EXTERIOR WALL PENETRATIONS, INSTALL CONDUIT, AND SEAL PENETRATIONS PER SPECIFICATION SECTION 07900.
   J. INSTALL SIGNAGE PER DETAILS.

SGA Design Group, P.C.
1427 South Bowden, Suite 600
Lake Charles, Louisiana 70601
p: 916.387.8600
f: 916.387.8601
www.sgadesigngroup.com

STIPULATION FOR REUSE
THE ARCHITECTURAL DRAWINGS FROM WHICH THIS PRINT WAS MADE ARE THE PROPERTY OF SGA DESIGN GROUP, P.C. AND ARE NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF SGA DESIGN GROUP, P.C. THIS RESTRICTION INCLUDES, BUT IS NOT LIMITED TO, ALL FORMS OF REPRODUCTION, ALTERATION, AND ELECTRONIC TRANSMISSION.

CONSULTANTS

Walmart
LUBBOCK (TX TECH), TX
1911 MARSHA SHARP FWY
STORE NO. 3826-239
2022 MAJOR PROJECT
JOB NUMBER: 21704040 PHOTO

ISSUE BLOCK

CHECKED BY: RO/AVT
DRAWN BY: MP
PROTO CYCLE: 4/30/21
DOCUMENT DATE:MM/DD/YY

THE RECORD COPY OF THIS DRAWING IS ON FILE AT THE OFFICES OF SGA DESIGN GROUP, P.C. THIS ELECTRONIC DOCUMENT IS PREPARED FOR THE PURPOSE OF PREPARING CONSTRUCTION AND WORKING DRAWINGS ONLY. THIS DOCUMENT SHALL NOT BE CONSIDERED FINAL OR COMPLETE UNLESS IT IS SIGNED AND SEALED BY THE ARCHITECT.

RECORDED ARCHITECT
Annie Tatterson
06/30/2021

EXTERIOR DETAILS

SHEET: A2.1

DocuSign Envelope ID: FA6CC9C4-8606-4609-93FF-061ED90B6530

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 1911 Marsha Sharp Fwy, Lubbock, TX

Lots/Tracts: Lot 1R

Survey & Abstract:

Metes and Bounds Attached: Yes ☐ No ☑ Total Acreage of Request: ETR

Existing Land Use: Retail Existing Zoning: IHC + North Overton District

Requested Zoning: IHC + North Overton District

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

Representative/Agent Information (if different from owner)

Firm Name: SGA Design Group

Name: Gina Kelly

Address: 1437 S Boulder Ave-Ste. 550 City: Tulsa State: OK

ZIP Code: 74119 Telephone: (918)587-8602, ext. 299 Email: ginak@sgadesigngroup.com

Applicant's Signature: Gina Kelly

Date: 07/01/21 Printed Name: Gina Kelly

Owner Information

Firm Name: Walmart

Owner: Wal-Mart R.E. Bus. Trust

Address: 2608 SE J Street City: Bentonville State: AR

ZIP Code: 72716 Telephone: (479)721-2783 Email: Clay.Thomas@walmart.com

Property Owner's Signature: DocuSigned by: Clay Thomas CEAFAFBC3E6F46C...

Date: 6/30/2021 Printed Name: Clay Thomas

Preparer Information

Preparer's Signature: Gina Kelly

Date: 07/01/21 Printed Name: Gina Kelly

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 **8. 16.**

Meeting Date: 09/14/2021

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-O0119, for Zone Case 3175-F, a request of AMD Engineering, LLC for 806 Land Group, LLC, for a zone change from High-Density Apartment District (A-2) to Reduced Setback Single-Family District (R-1A) and Restricted Local Retail District (C-2A), at 5914 Erskine Street, located north of Erskine Street and west of North Frankford Avenue, on 7.23 acres of unplatted land out of Block JS, Section 7.

Item Summary

On August 24, 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 29, 2021, and recommended approval of the request by a vote of 7-0-1.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance 3175-F
Staff Report 3175-F
Documentation 3175-F

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. 3175-F; A ZONING CHANGE FROM A-2 TO R-1A AND C-2A ZONING DISTRICT AT 5914 ERSKINE STREET, LOCATED NORTH OF ERSKINE STREET AND WEST OF NORTH FRANKFORD AVENUE, ON 7.23 ACRES OF UNPLATTED LAND OUT OF BLOCK JS SECTION 7, 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. 3175-F

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **A-2** to **R-1A and C-2A** zoning district **at 5914 Erskine Street, located north of Erskine Street and west of North Frankford Avenue, on 7.23 acres of unplatted land out of Block JS Section 7,** 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/ZC3175-F
July 29, 2021

Rezone to R-1A

METES AND BOUNDS DESCRIPTION of a 3.64 acre (158,468 SF) tract of land located in Section 7, Block JS, City of Lubbock, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point in which bears N 01°48'02" E approximately 348.10 feet and S 88°11'58" W approximately 1810.33 feet from the southeast corner of Section 7, Block JS;

THENCE N 01°47'44" E an approximate distance of 312.00 feet;

THENCE S 88°11'58" E an approximate distance of 507.91 feet;

THENCE S 01°47'44" W an approximate distance of 312.00 feet;

THENCE N 88°11'58" W an approximate distance of 507.91 feet to the Point of Begginning and containing approximately 3.64 acres, including any Right of Way.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Rezone to C-2A

METES AND BOUNDS DESCRIPTION of a 3.59 acre (156,489 SF) tract of land located in Section 7, Block JS, City of Lubbock, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point in which bears N 01°48'02" E approximately 348.10 feet and S 88°11'58" W approximately 1810.33 feet from the southeast corner of Section 7, Block JS;

THENCE S 01°47'44" W an approximate distance of 308.10 feet;

THENCE S 88°11'58" E an approximate distance of 507.91 feet;

THENCE N 01°48'02" E an approximate distance of 15.00 feet;

THENCE N 01°47'44" E an approximate distance of 293.10 feet;

THENCE N 88°11'58" W an approximate distance of 507.91 feet to the Point of Begginning and containing approximately 3.59 acres, including any Right of Way.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for: 806 Land Group, LLC
July 1, 2021

Staff Report	Zone Case 3175-F
City Council Meeting	August 24, 2021

Applicant AMD Engineering, LLC

Property Owner 806 Land Group, LLC

Council District 6

Recommendations
- Staff recommends Approval.

Prior Board or Council Action
- April 26, 1973: This property was annexed through Ordinance No. 006596 and zoned Single-Family District (R-1).
- September 13, 2018, Zone Case 3175-C: This property was rezoned from Single-Family District (R-1) to High-Density Apartment District (A-2) through Ordinance No. 2018-O0106.
- July 29th, 2021, Zone Case 3175-F: The Planning and Zoning Commission recommended approval of a zone change to R-1A and C-2A by a vote of 7-0-1.

Notification Summary
- Notifications Sent: 15
- Received In Favor: 1
- Received In Opposition: 0

Site Conditions and History
The subject property was annexed in 1973 and has since remained undeveloped.

Adjacent Property Development
The property to the north is zoned Transition (T) and remains undeveloped. The properties to the west and south are zoned Single-Family District (R-1) and are developed with a barn and residential homes respectively. The property to the east is zoned High Density Apartment District (A-2) and is being developed with a police substation.

Zoning Request and Analysis
Item Summary
The subject property is addressed as 5914 Erskine Street and is located north of Erskine Street and west of Frankford Avenue, on 7.23 acres of unplatted land out of Block JS, Section 7. The applicant requests a zone change from (A-2) to Reduced Setback Single-Family District (R-1A) and Restricted Local Retail District (C-2A) with the intent to construct single-family homes and commercial uses.

Current zoning: **High-Density Apartment District (A-2)**

Requested zoning: **Reduced Setback Single-Family District (R-1A) and Restricted Local Retail District (C-2A)**

Intent Statements

The intent of the current A-2 zoning is, "…to promote high-density multi-family developments and compatible land uses in harmony with lower-density uses. The regulations are designed to provide the occupants with safe and convenient housing within an aesthetically pleasing environment in proper relationship to adjacent land uses.

The intent of the 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 proposed C-2A zoning is "…to provide limited local retail and service commercial uses which serve one or several neighborhoods. Such districts may be located on existing shallow commercial centers adjacent to thoroughfares.

Traffic Network/Infrastructure Impacts
The proposed rezoning location will be along Erskine Street, which is designated as a Principal Arterial by the Master Thoroughfare Plan, 2018. Arterials streets provide connectivity across the transportation network, so best practices are to consider all modes on these streets. Arterials are continuous routes whose function is to serve high volume needs of local traffic and regional traffic.

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 commercial use and residential use.

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 and notes that land uses in these areas can take numerous forms depending on context. The level of intensity for C-2A and R-1A is appropriate for this area. The Future Land Use Plan designates the surrounding properties for Residential Low Density use. Although the C-2A zoning is not consistent with the Future Land Use Plan, it is appropriate next to the development of the police substation and along a Principal Arterial. The R-1A zoning will be the north end of the property.

Conformance with Zoning Ordinance
The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other residential and commercial uses that are already established.

Suitability of Property for Allowed Uses
The property is suitable for the proposed uses and will not need additional public improvements to support the intensity of uses described in the R-1A and C-2A zoning districts.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and supporting documentation
I. Response Letter

Staff Contacts

Ashley Vasquez
Planner
Planning Department
806-775-2107
ashleyvasquez@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3175-F

Allowable Uses: Reduced Setback Single-Family District Restricted Local Retail District

Transportation: The proposed development has points of access from Erskine Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Erskine Street, *Principal Arterial, Not Completed*	R.O.W. 66 feet, two-lane, undivided, paved	R.O.W. 66 feet, five-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: Must follow IFC Chapter 5 and Appendices B, D, and C.

Draft Planning and Zoning Commission Minutes

5.6 **Case 3175-F:** AMD Engineering, LLC for 806 Land Group, LLC.

Request for a zone change from High-Density Apartment District (A-2) to Reduced Setback Single-Family District (R-1A) and Restricted Local Retail District (C-2A), at:

- 5914 Erskine Street, located north of Erskine Street and west of North Frankford Avenue, on 7.23 acres of unplatted land out of Block JS Section 7.

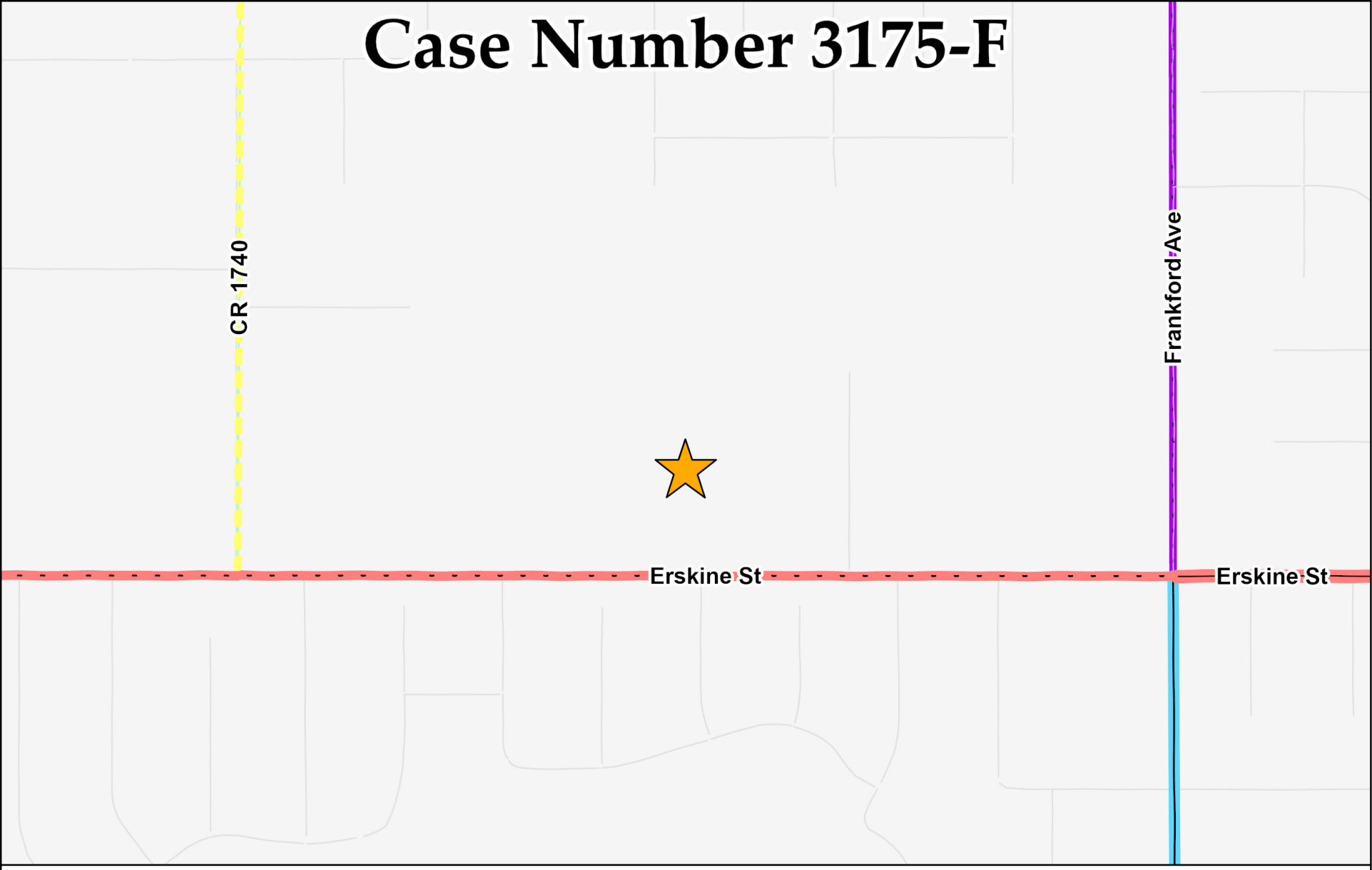
PLANNER ASHLEY VASQUEZ stated there were fifteen notifications sent out. There has been one (1) returned in favor and zero (0) returned in opposition. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

REPRESENTATIVE CORY DULIN 6515 58th Street, with AMD Engineering, advised this was originally planned to be an apartment complex, but changes have been made to the area and now they are looking to make it neighborhood commercial instead.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 3175-F** a motion was made by **DAN WILSON** and seconded by **JAMES BELL** to approve the request as presented by staff. The Commission members voted 7 (in favor) to 0 (in opposition) with **JORDAN WHEATLEY** recusing, to approve the motion. Item will be forwarded to City Council for consideration.

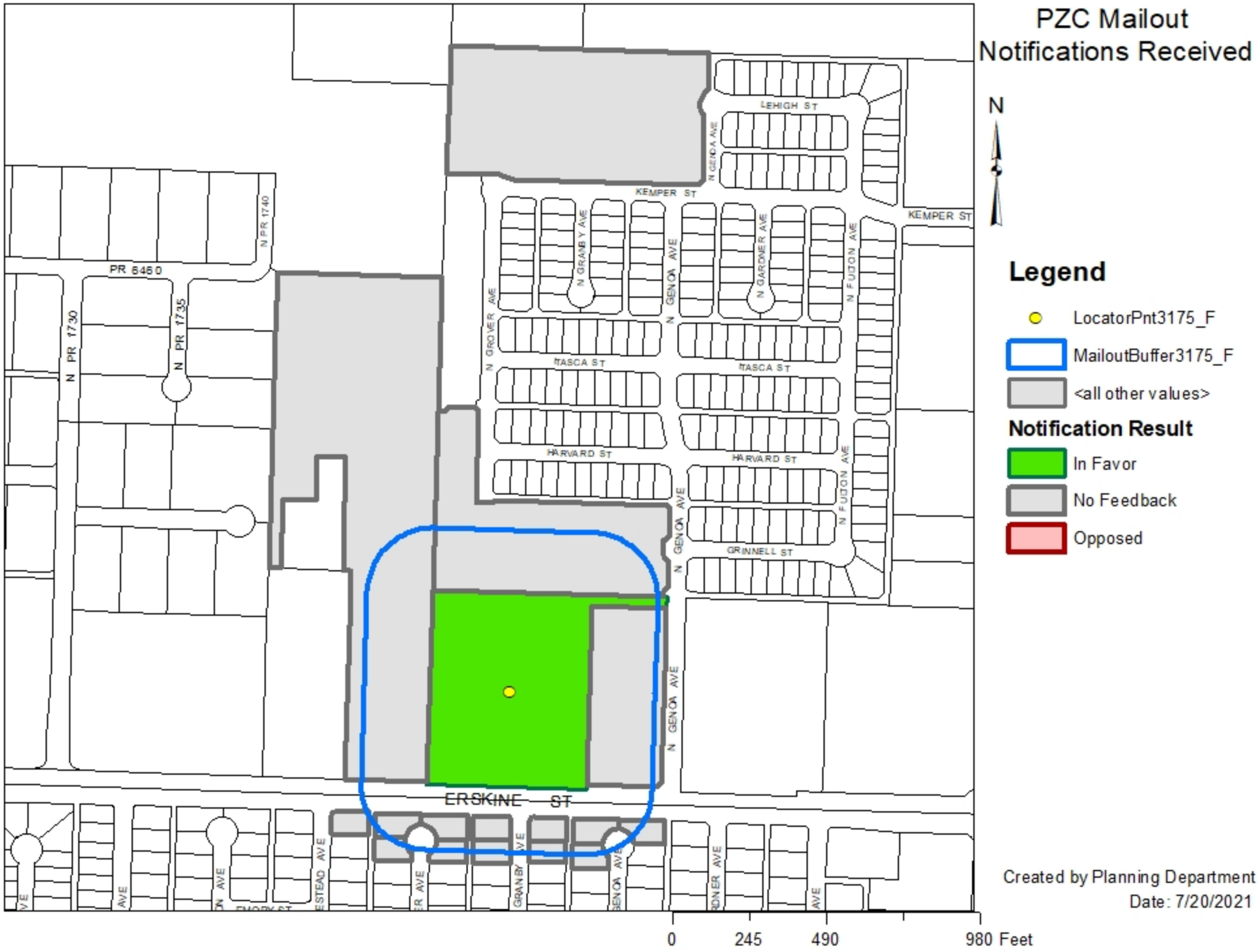
Case Number 3175-F



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: July 2021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Opposed
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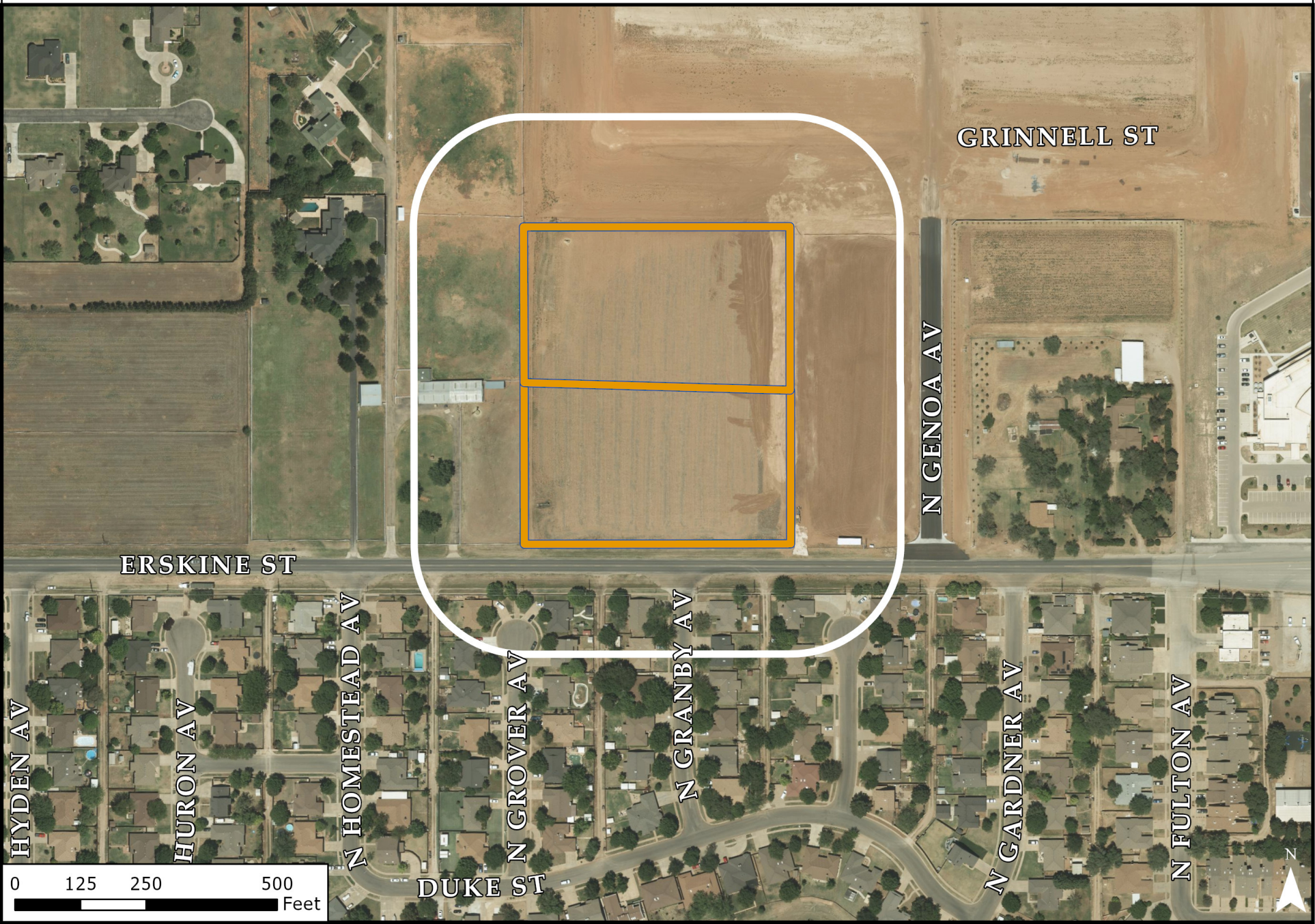
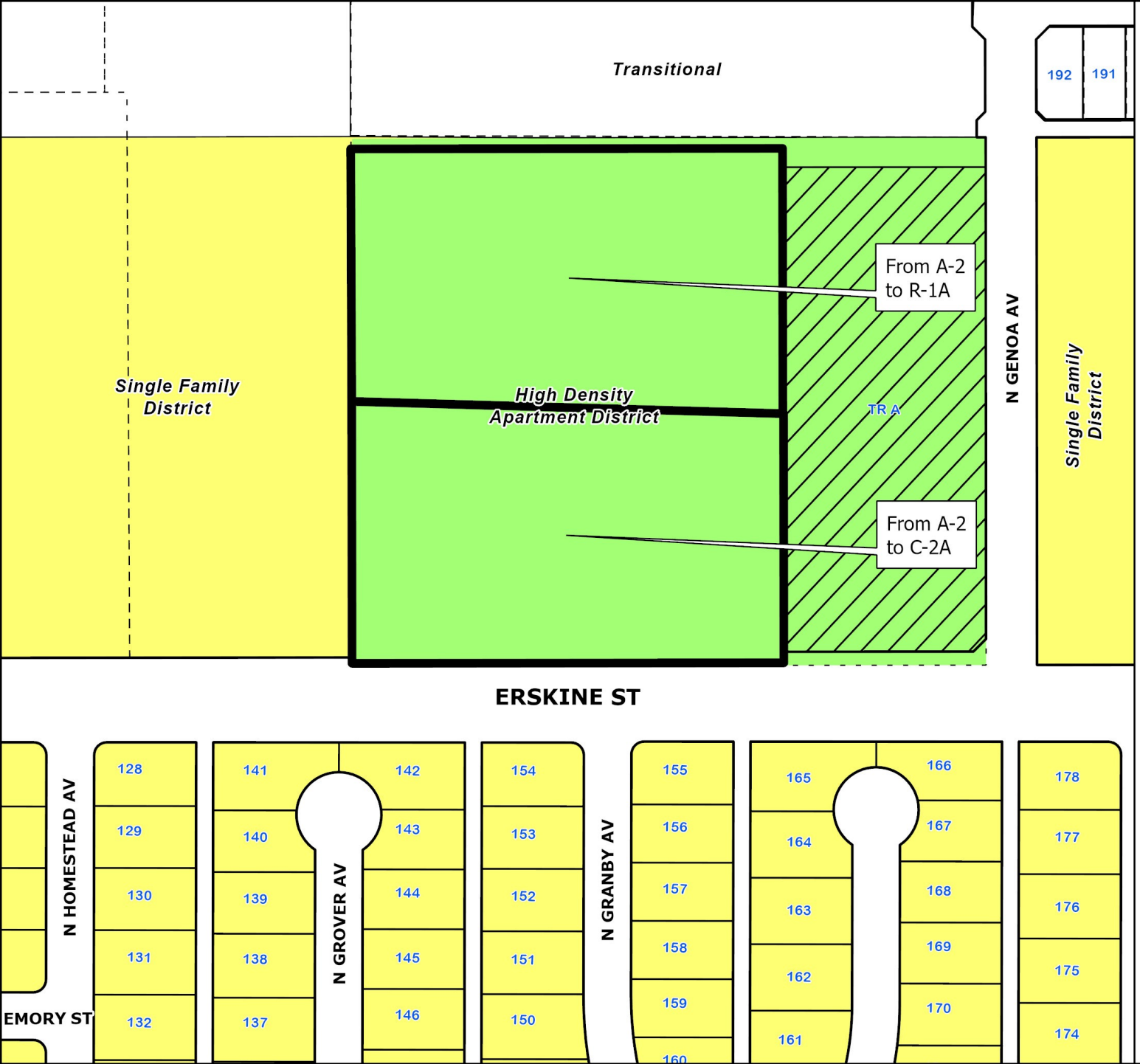
KEMPER ST
N GENOA AVE
N GRANBY AVE
N GARDNER AVE
N FULTON AVE
N GROVER AVE
ITASCA ST
HARVARD ST
GRINNELL ST
PR 6460
N PR 1730
N PR 1735
N PR 1740
ERSKINE ST
0
245
490
980 Feet
Created by Planning Department
Date: 7/20/2021

Case Number 3175-F





Current Zoning
3175-F

Zoning Districts

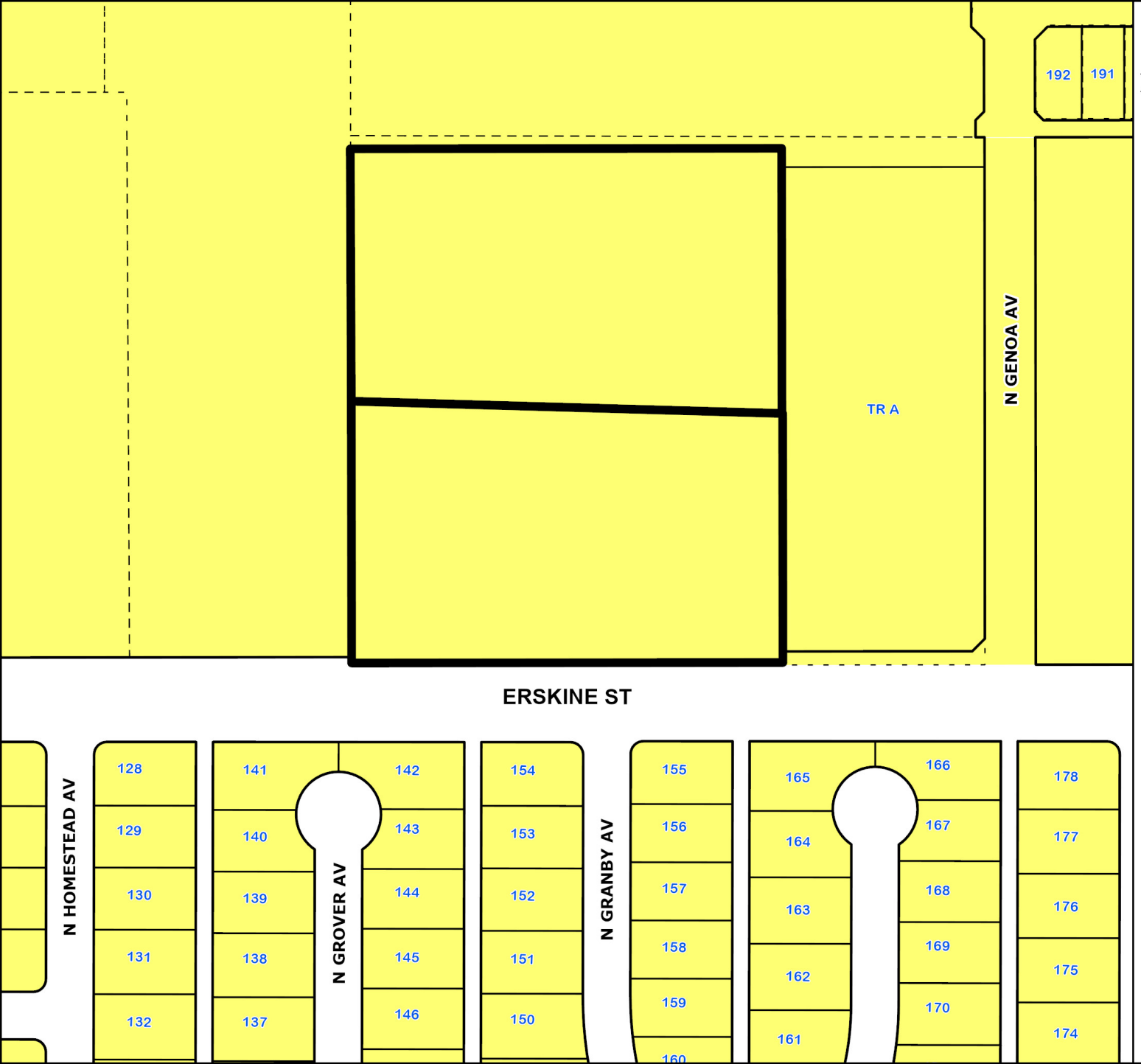
- High Density Apartment
- High Density Apartment Specific Use
- Single Family
- Transitional

N

0 50 100 200 Feet

City of Lubbock TEXAS

Date Exported: July 2021



Future Land Use Plan
Case 3175-F

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 50 100 200 Feet

City of Lubbock TEXAS

Date Exported: July 2021

3175-F

Subject property view to the north.

View to the east.

View to the west.

View to the south.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: Granby Avenue and Erskine Street. Refer to sketch.

Lots/Tracts: Future Commercial Tract and Future Lots 253-267, Uptown West

Survey & Abstract: _____

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 7.23

Existing Land Use: Undeveloped Existing Zoning: A-2

Requested Zoning: R-1A (3.64 acres) & C-2A (3.59 acres). Refer to sketch.

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: Westin McCowen, P.E.

Address: 6515 68th Street, Suite 300 City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-771-5976 Email: wmccowen@amdeng.com

Applicant's Signature: Westin McCowen

Date: 7/1/21 Printed Name: Westin McCowen

Owner Information

Firm Name: 806 Land Group, LLC.

Owner: Jordan Wheatley

Address: 3913 114th Street, Suite 7 City: Lubbock State: TX

ZIP Code: 79423 Telephone: 806-781-7928 Email: jordan@jwlubbock.com

Property Owner's Signature: _____

Date: 7/1/21 Printed Name: Jordan Wheatley

Preparer Information

Preparer's Signature: Westin McCowen

Date: 7/1/21 Printed Name: Westin McCowen

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

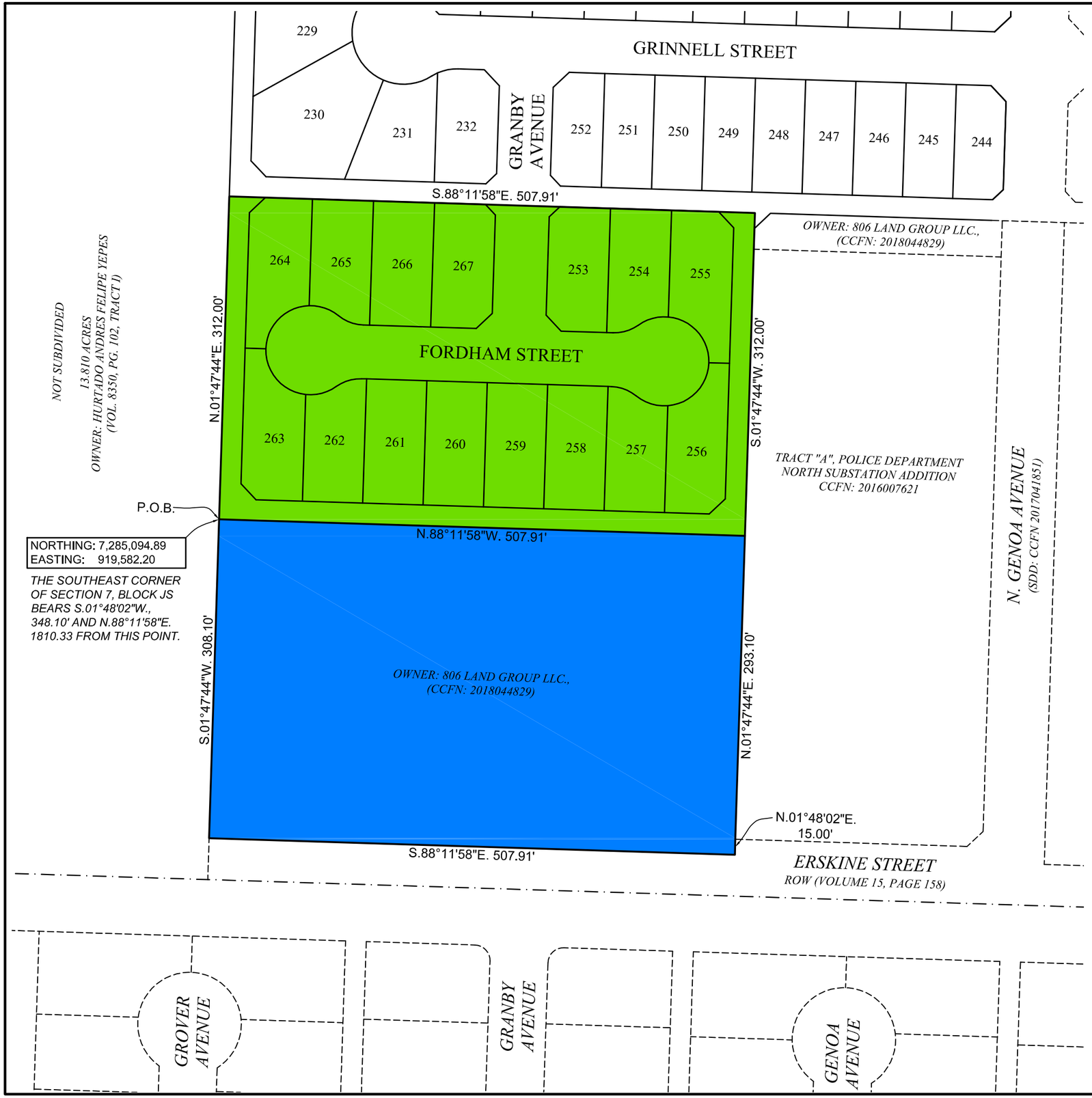
Lots: _____ Blocks: _____

Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

ZONE CHANGE APPLICATION EXHIBIT

to the City of Lubbock,
Lubbock County, Texas

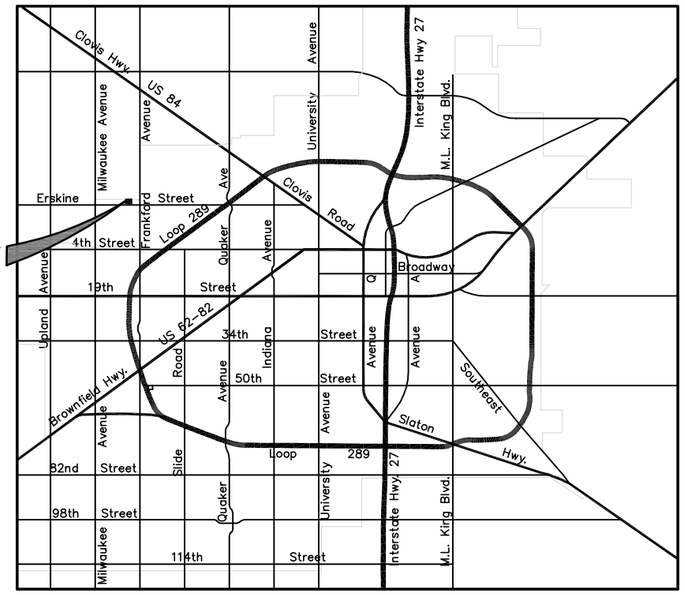


NOTES:

SCALE: 1" = 100'

- ZONING REQUEST R-1A FROM A-2 (3.64 ACRES)
- ZONING REQUEST C-2A FROM A-2 (3.59 ACRES)

SITE LOCATION



VICINITY MAP

NOT TO SCALE

SCALE: 1"=100'

0 50' 100' 200'

AMD
CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
6515 68th Street, Suite 300
Lubbock, TX 79424
Phone: 806-771-5976
Fax: 806-771-7625
TBPE Reg. # F-9197
Accuracy - Efficiency - Integrity

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3175-F***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name JORDAN WHEATLEY

Signature: [signature]

Address: 3913 114th ST SUITE #7, 79423

Address of Property Owned: 5828 ERSKINE AVE, 79416

Phone Number: 806 781 7928

Email: JORDAN@JWLUBBOCK.COM

Zone Case Number: **3175-F** R333485 Recipient 10 of 15

806 LAND GROUP LLC
3913 114TH ST
STE 7

LUBBOCK TX 79423-2277

Regular City Council Meeting **8. 17.**

Meeting Date: 09/14/2021

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-O0120, for Zone Case 3257-L, a request of Hugo Reed and Associates, Inc. for 1585 Development, LLC, for a zone change from Single-Family District (R-1) Specific Use to Garden Office (GO), at 14201 Indiana Avenue, located east of Indiana Avenue and south of 140th Street, on 6.1 acres of unplatted land out of Block AK, Section 1.

Item Summary

On August 24, 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 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

Attachments

Ordinance 3257-L
Staff Report 3257-L
Documentation 3257-L

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. 3257-L; A ZONING CHANGE FROM R-1 SPECIFIC USE TO GO ZONING DISTRICT AT 14201 INDIANA AVENUE, LOCATED EAST OF INDIANA AVENUE AND SOUTH OF 140TH STREET, ON 6.1 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 1, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation 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. 3257-L

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 **GO** zoning district at **14201 Indiana Avenue, located east of Indiana Avenue and south of 140th Street, on 6.1 acres of unplatted land out of Block AK, Section 1,** 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/ZC3257-L
July 29, 2021

LAND SURVEYORS
CIVIL ENGINEERS

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

PROPOSED GO ZONING

METES AND BOUNDS DESCRIPTION of an approximate 6.0 acre tract of land located in Section 1, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the centerline of 141st Street, as described under County Clerk File Number (CCFN) 2020008833 of the Official Public Records of Lubbock County, Texas (OPRLCT), for the Southwest corner of this tract, which bears N. 01°46'00" E. an approximate distance of 1,205.5 feet and S. 88°02'16" E. an approximate distance of 455.0 feet from the Southwest corner of Section 1, Block AK;

THENCE N. 01°46'00" E., at an approximate distance of 30.0 feet pass the Southeast corner of the plat limits of Police Department South Substation Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded under CCFN 2020008833, OPRLCT, continuing along the Eastern boundary of said plat limits, for an approximate total distance of 478.0 feet to a point in the centerline of 140th Street, as dedicated by plat recorded under CCFN 2018021372, OPRLCT, for the Northwest corner of this tract;

THENCE S. 88°02'16" E., along the centerline of said 140th Street, an approximate distance of 550.2 feet to a point for the Northeast corner of this tract;

THENCE S. 01°57'44" W., at an approximate distance of 28.0 feet pass the South line of said 140th Street, continuing for an approximate total distance of 478.0 feet to a point for the Southeast corner of this tract;

THENCE N. 88°02'16" W., at an approximate distance of 518.7 feet pass the East right-of-way line of said 141st Street, continuing along the centerline of said 141st Street, for an approximate total distance of 548.6 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.

Prepared for 1585 Development LLC
July 2, 2021

Planning Department
City of Lubbock

Staff Report	Zone Case 3257-L
City Council Meeting	August 24, 2021

Applicant Hugo Reed and Associates, LLC

Property Owner 1585 Development, LLC

Council District 4

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- April 28, 2016: This property was annexed through Ordinance No. 2016-O0054 and zoned Transition (T).
- October 13, 2016, Zone Case 3257-B: This property was rezoned from Transition (T) to Single-Family District (R-1) Specific Use through Ordinance No. 2016-O0147.
- July 29th, 2021, Zone Case 3257-L: The Planning and Zoning Commission recommended approval of a zone change to GO by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 2
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The subject property was annexed in 2016 and has since remained undeveloped.

Adjacent Property Development

The property to the north is zoned Garden Office (GO) and remains undeveloped. The property to the east and south is zoned Single-Family District (R-1) Specific Use and remains undeveloped. The property to the west is zoned Apartment-Medical District (AM) Specific Use and is being developed with a police substation.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 14201 Indiana Avenue and is located east of Indiana Avenue and south of 140th Street, on 6.1 acres of unplatted land out of Block AK, Section 1. The applicant requests a zone change from (R-1) Specific Use to (GO).

Current zoning: **Single Family District (R-1) Specific Use**

Requested zoning: **Garden Office (GO)**

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 GO zoning is, "…to provide for quality garden office development through proper planning and design. The regulations are intended to produce an attractive environment which will ensure the

compatibility between offices and adjacent uses and promote a stable environment between residential and commercial uses. When proposed garden office development is adjacent to any residentially zoned property, design standards and site planning shall provide for maximum compatibility with the adjacent residential zoning districts.

Traffic Network/Infrastructure Impacts
The proposed rezoning location will be along 140th Street, which is designated as a Local Street by the Master Thoroughfare Plan, 2018. Local Streets typically provide access to smaller, destination-oriented areas, such as neighborhoods, subdivisions or local business districts.

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 "Residential Low Density" land uses and notes that land uses in these areas can take numerous forms depending on context. The level of intensity for GO is appropriate for this area. The Future Land Use Plan designates the surrounding properties for Residential Low Density use. Although the GO zoning is not consistent with the Future Land Use Plan, it is appropriate next to the established commercial use to the west and the GO zoning to the north.

Conformance with Zoning Ordinance
The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other residential and commercial uses, and the GO zoning to the north.

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 GO zoning district.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C Aerial Map
D. Zoning Map
E. Future Land Use Map
F. Photos
G. Application and supporting documentation

Staff Contacts

Ashley Vasquez
Planner
Planning Department
806-775-2107
ashleyvasquez@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3257-L

Allowable Uses: Garden Office District

Transportation: The proposed development has points of access from 140th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
140th Street, *Local Street, Not Completed*	Future R.O.W. 60 feet, two-lane, undivided, paved	R.O.W. 60 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

5.7 **Case 3257-L:** Hugo Reed and Associates, Inc for 1585 Development, LLC.

Request for a zone change from Single-Family District (R-1) Specific Use to Garden Office (GO), at:

- 14201 Indiana Avenue, located east of Indiana Avenue and south of 140th Street, on 6.1 acres of unplatted land out of Block AK, Section 1.

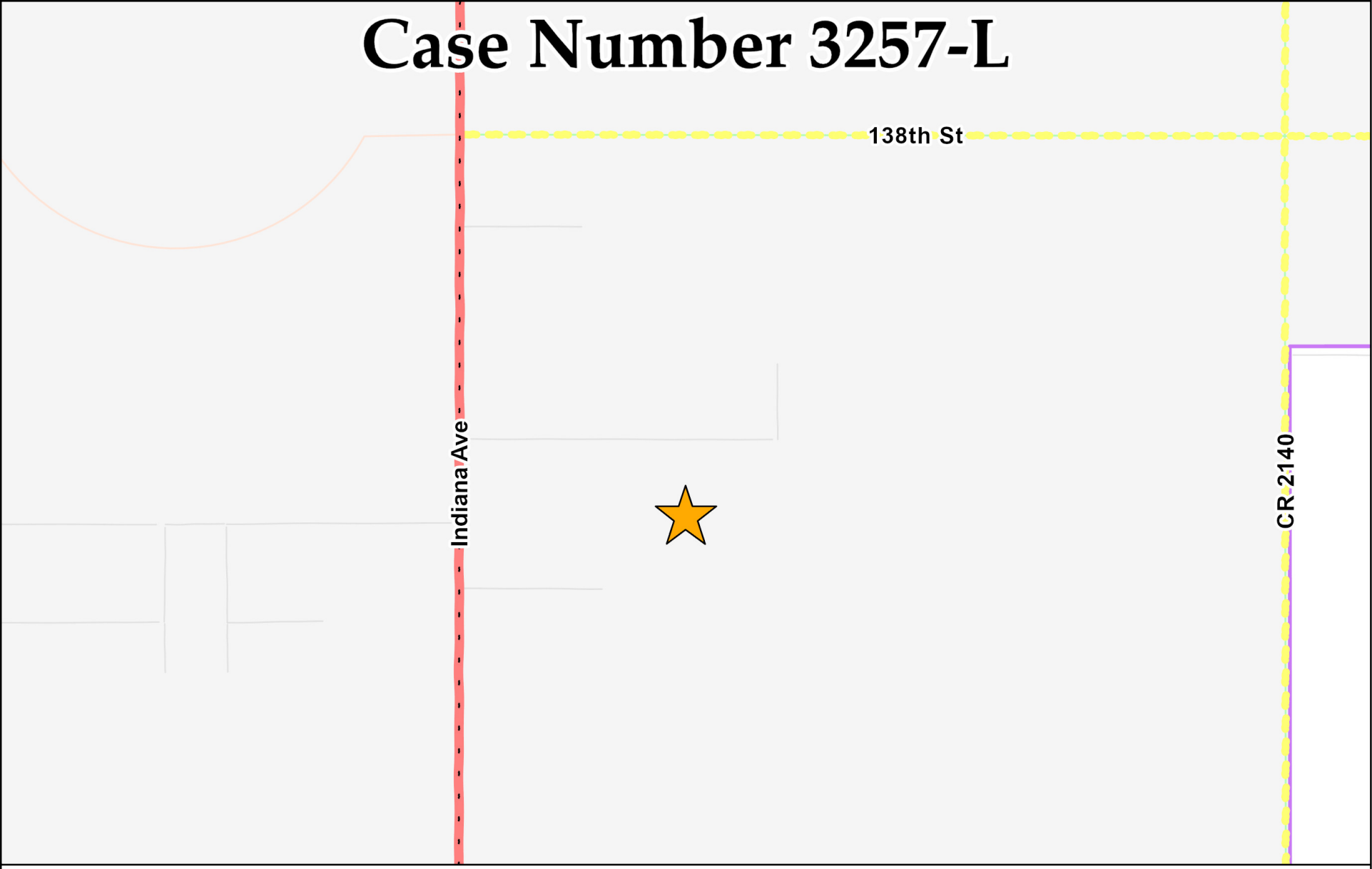
PLANNER ASHLEY VASQUEZ stated there were two notifications sent out. There has been zero letters returned. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

REPRESENTATIVE TERRY HOLEMAN 1601 Avenue N stated he is speaking on behalf of Thomas Payne with 1585 Development. There is going to be a police substation adjacent to this property and Mr. Payne is discussing the possibility of constructing a fire station with the City. They wanted to be proactive by rezoning to GO and will later request a specific use for the fire station.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 3257-L** a motion was made by **JAMES BELL** and seconded by **JORDAN WHEATLEY** to approve the request as presented by staff. The Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.

Case Number 3257-L



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

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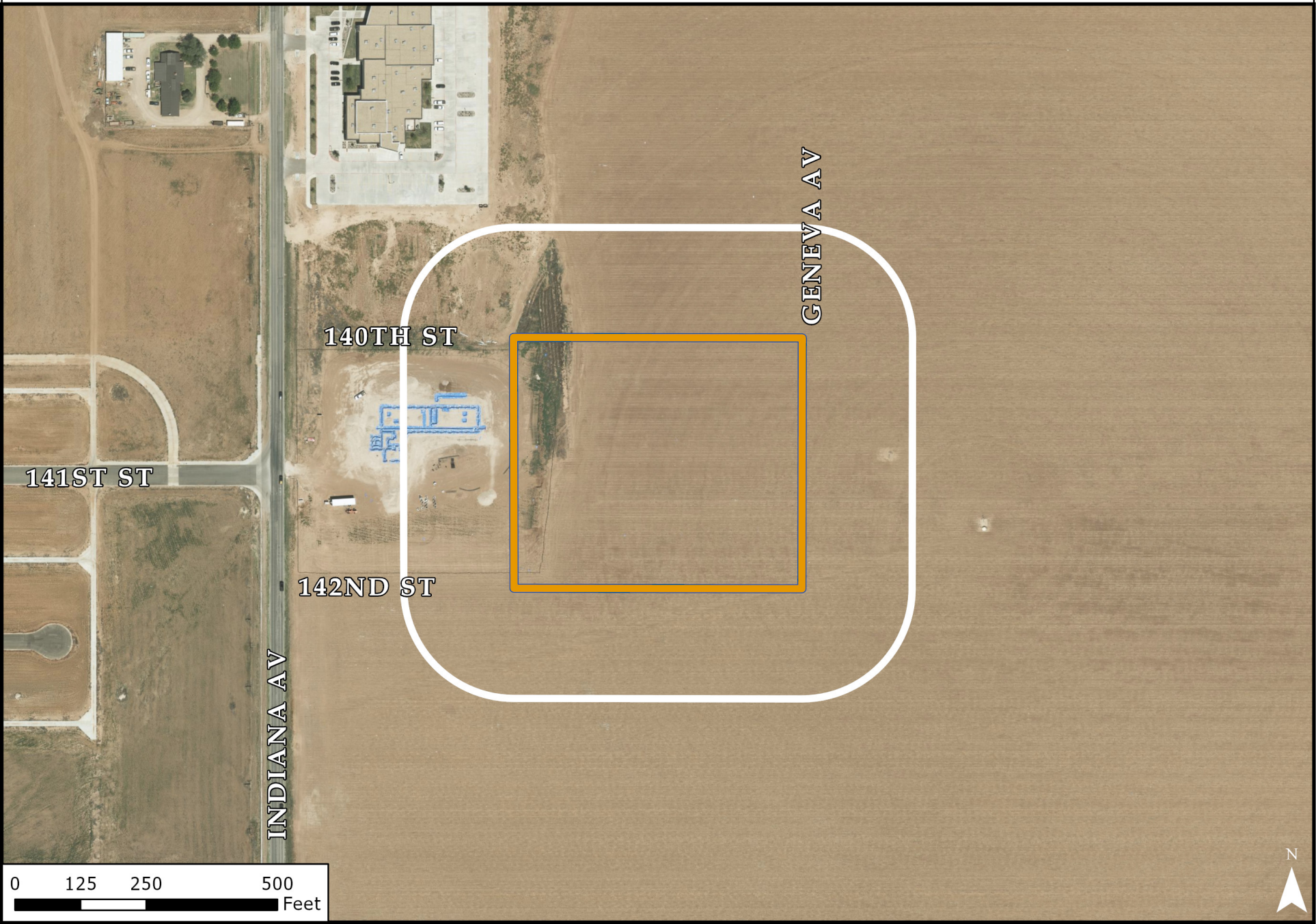
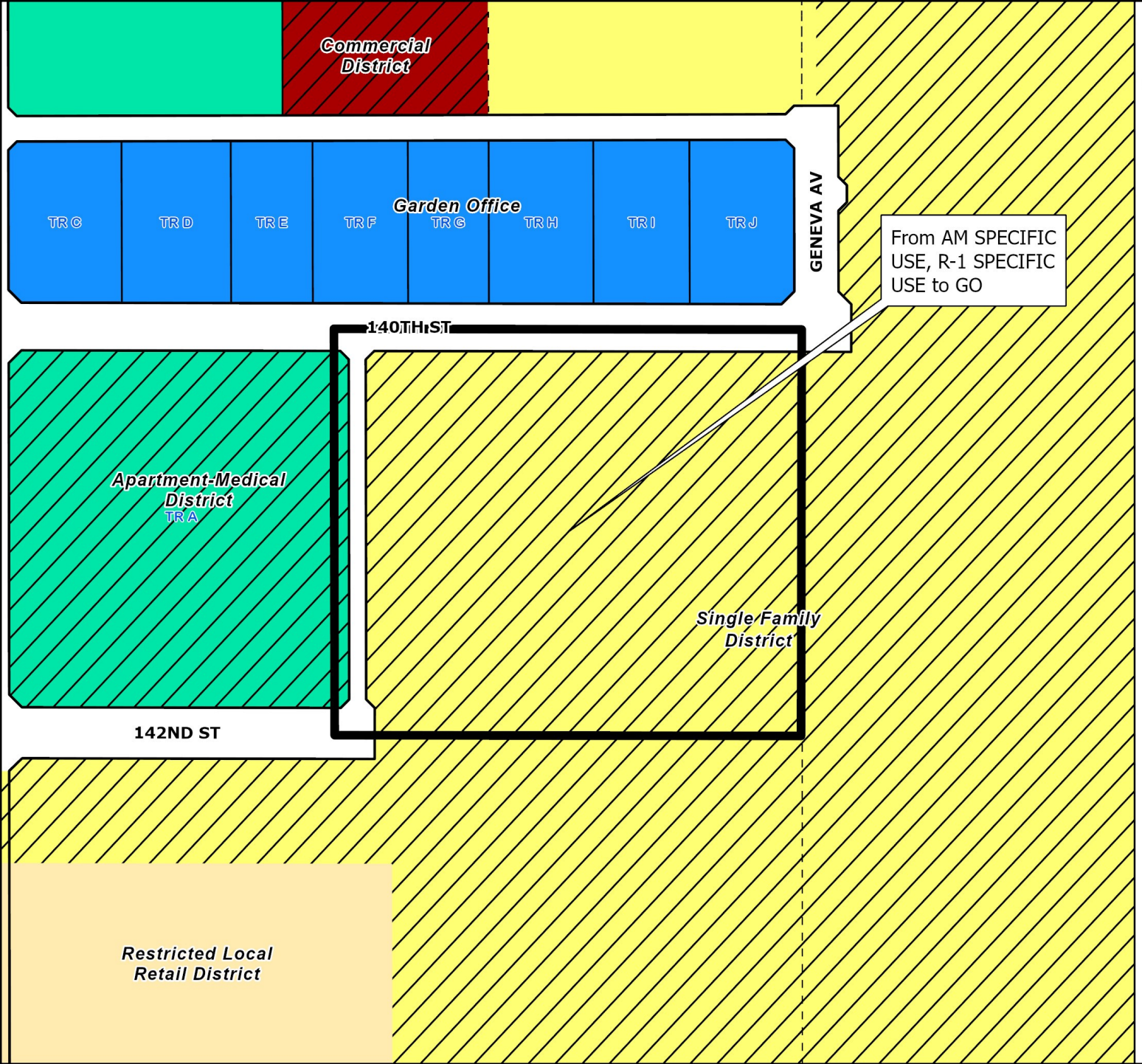
Date Exported: July 2021

Case Number 3257-L





Current Zoning
3257-L

Zoning Districts

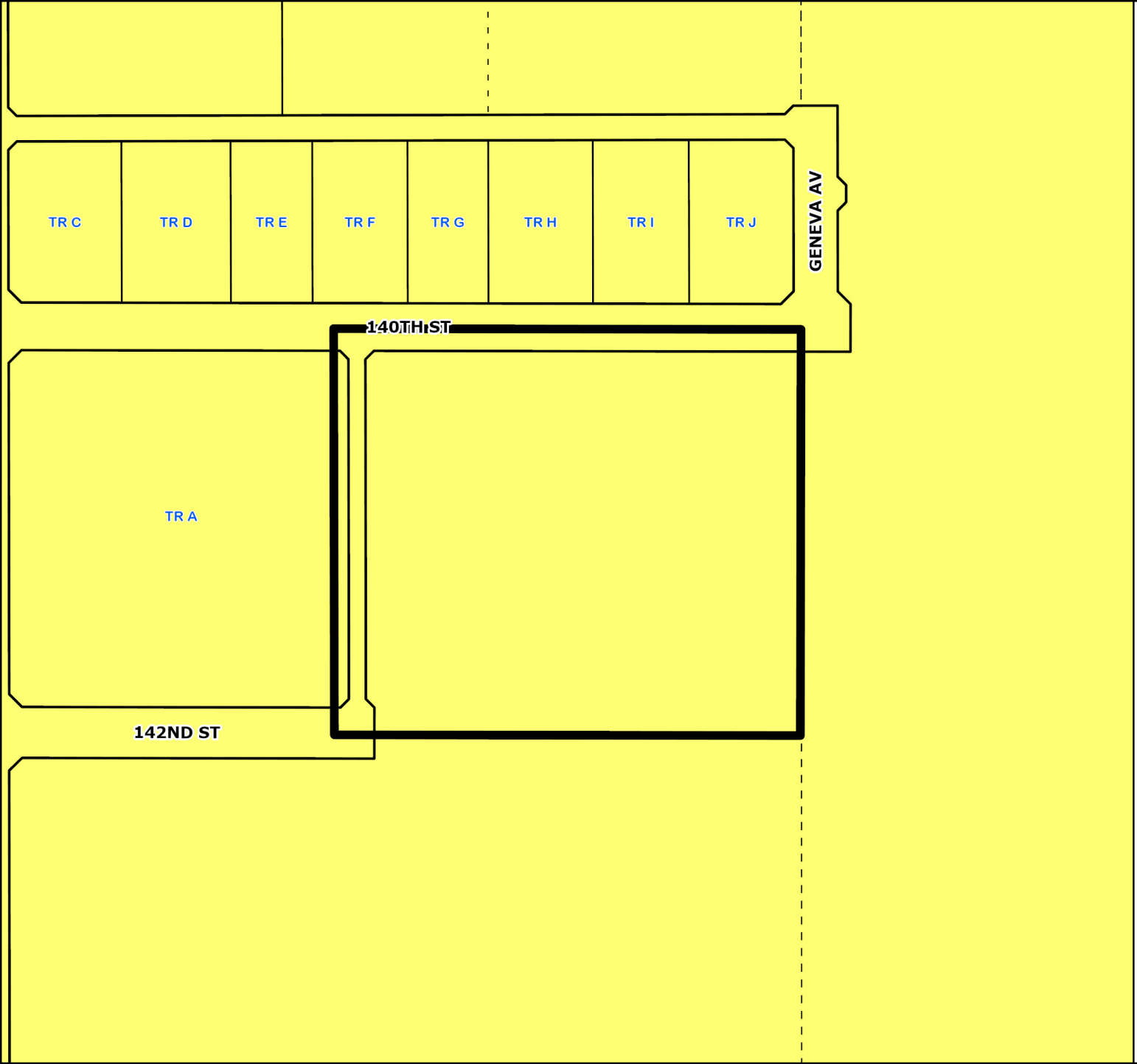
- Apartment-Medical
- Apartment-Medical Specific Use
- Restricted Local Retail
- Commercial Specific Use
- Garden Office
- Single Family
- Single Family Specific Use

N

0 50 100 200 Feet

City of Lubbock TEXAS

Date Exported: July 2021



Future Land Use Plan
Case 3257-L

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 50 100 200 Feet

City of Lubbock TEXAS

Date Exported: July 2021

3175-F

Subject property view to the east.

View to the north.

View to the west.

View to the south.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: East of Indiana Avenue between 140th Street and 141st Street

Lots/Tracts: See Metes and Bounds Description

Survey & Abstract: Section 1, Block AK

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 6.1

Existing Land Use: Vacant Land Existing Zoning: R-1 Specific Use

Requested Zoning: GO and GO Specific Use for public uses (for a fire station)

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

Representative/Agent Information (if different from owner)

Firm Name: Hugo Reed and Associates

Name: Terry Holeman

Address: 1601 Avenue N City: Lubbock State: TX

ZIP Code: 79401 Telephone: 806-763-5642 Email: tholeman@hugoreed.com

Applicant's Signature: Terry Holeman

Date: July 1, 2021 Printed Name: Terry Holeman

Owner Information

Firm Name: 1585 Development LLC

Owner: Thomas Payne

Address: PO Box 64664 City: Lubbock State: TX

ZIP Code: 79464 Telephone: 806-543-0667 Email: tpayn3@gmail.com

Property Owner's Signature:

Date: 6/25/2021 Printed Name: Thomas Payne

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.

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INDIANA AV
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Regular City Council Meeting **8. 18.**

Meeting Date: 09/14/2021

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-O0121, for Zone Case 3308-C, a request of Hugo Reed and Associates, Inc. for Bushland Springs, LLC, for a zone change from Single-Family District (R-1), Single-Family District (R-1) Specific Use, General Retail District (C-3), and Industrial Park District (IDP) to High-Density Apartment District (A-2), at 7201 19th Street, located east of Upland Avenue and south of 19th Street, on 14.5 acres of unplatted land out of Block AK, Section 43.

Item Summary

On August 24, 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 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

Attachments

Ordinance 3308-C
Staff Report 3308-C
Documentation 3308-C

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3308-C; A ZONING CHANGE FROM R-1, R-1 SPECIFIC USE, C-3 AND IDP TO A-2 ZONING DISTRICT AT 7201 19TH STREET, LOCATED EAST OF UPLAND AVENUE AND SOUTH OF 19TH STREET, ON 14.5 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 43, 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. 3308-C

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1, R-1 Specific Use, C-3 and IDP** to **A-2** zoning district at **7201 19th Street, located east of Upland Avenue and south of 19th Street, on 14.5 acres of unplatted land out of Block AK, Section 43,** 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/ZC3308-C
July 29, 2021

LAND SURVEYORS
CIVIL ENGINEERS

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

EXHIBIT "A"
PROPOSED A-2 ZONING

METES AND BOUNDS DESCRIPTION of an approximate 14.5 acre tract of land located in Section 43, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at the Northwest corner of Section 43, Block AK, Lubbock County, Texas, for the Northwest corner of this tract;

THENCE S. 88°12'08" E., along the North line of said Section 43, for an approximate distance of 659.4 feet to the Northeast corner of this tract;

THENCE S. 01°52'48" W., at approximately 65.0 feet, pass the Northwest corner of Tract "A", Bushland Springs, an addition to the City of Lubbock, Lubbock County, Texas, continuing along the Western boundary of said Tract "A", for a total approximate distance of 957.0 to the Southwest corner of said Tract "A", a point in the Northern boundary of the plat limits of Lots 147-251, Bushland Springs, an addition to the City of Lubbock, Lubbock County, Texas, for the Southeast corner of this tract;

THENCE N. 88°12'08" W., along the Northern boundary of the plat limits of said Lots 147-251, an approximate distance of 594.4 feet to a point;

THENCE N. 43°09'40" W., along the Northern boundary of the plat limits of said Lots 147-251, an approximate distance of 14.1 feet to a point;

THENCE N. 88°07'12" W., along the Northern boundary of the plat limits of said Lots 147-251, an approximate distance of 55.0 feet to a point in the West line of said Section 43 for the Southwest corner of this tract;

THENCE N. 01°52'48" E., along the West line of said Section 43, an approximate distance of 946.9 feet to the Point of Beginning.

PREPARED FOR ZONING PURPOSES ONLY. DOES NOT REPRESENT AN ACTUAL SURVEY AND SHALL NOT BE RECORDED FOR ANY REAL PROPERTY PURPOSES.

Prepared for BBA Land Co.

July 1, 2021

Planning Department
City of Lubbock

Staff Report	Zone Case 3308-C
City Council Meeting	August 24, 2021

Applicant Hugo Reed and Associates, LLC

Property Owner Bushland Springs, LLC

Council District 5

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- September 27, 1984: This property was annexed through Ordinance No. 008660 and zoned Transition (T).
- October 10, 1985, Zone Case 2538: This property was rezoned from Transition (T) to Single Family District (R-1) through Ordinance No. 008827.
- April 13, 2017, Zone Case 3308: This property was rezoned from Single Family District (R-1) to General Retail District (C-3), Industrial Park (IDP) and Single Family District (R-1) Specific Use through Ordinance No. 2018-O0038.
- July 29, 2021, Zone Case 3308-C: The Planning and Zoning Commission recommended approval of a zone change to A-2 by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 14
- Received In Favor: 1
- Received In Opposition: 0

Site Conditions and History

The subject property was annexed in 1984 and has since remained undeveloped.

Adjacent Property Development

The property to the north is zoned Single Family District (R-1) and is developed with a residence. The property to the east is zoned High Density Apartment (A-2) and is developed with apartments. The property to the south is zoned Two Family District (R-2) and is vacant. The property to the west is zoned Single Family District (R-1) and Commercial (C-4) and is a mix of residential homes, commercial uses, and vacant land.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 7201 19th Street and is located south of 19th Street and east of Upland Avenue, on 14.5 acres of unplatted land out of Block AK, Section 43. The applicant requests a zone change from (R-1), (R-1) Specific Use, (C-3) and (IDP) to (A-2).

Current zoning: **General Retail District (C-3), Industrial Park District (IDP), Single-Family District (R-1), and Single-Family District (R-1) Specific Use.**

Requested zoning: **High Density Apartment District (A-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 current C-3 zoning it, "…to provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such as state or federal highways. Because of the commercial nature of the permitted uses, compatibility with adjacent residential areas should be considered.

The intent of the current IDP zoning is, "…to provide industrial park-planned-unit-development along major thoroughfare and expressway corridors so that persons entering the city along those corridors will receive a good first impression and to maintain a quality appearance which will stabilize or increase real property values.

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 will be along 19th Street and Upland Avenue, with 19th Street designated as a Principal Arterial and Upland Avenue designated as a Minor Arterial by the Master Thoroughfare Plan, 2018. Arterial streets provide connectivity across the transportation network, so best practices are to consider all modes on these streets. Arterials are continuous routes whose function is to serve high volume needs to local traffic and regional traffic.

Compatibility with Surrounding Property
The proposed zoning is compatible with the surrounding area and will not change the character of the existing development. Note the property to the east is zoned High Density Apartment District (A-2).

Conformance with Comprehensive Plan Principles and Future Land Use Map
The principles outlined in the Comprehensive Plan designates this area for "Commercial" and "Residential Low Density" land uses and notes that land uses in these areas can take numerous forms depending on context. The level of intensity for A-2 is appropriate for this area. The Future Land Use Plan designates the surrounding properties for Residential High Density use and Commercial use. While the A-2 zoning is not consistent with the Future Land Use Plan, it is appropriate next to the established commercial and residential uses.

Conformance with Zoning Ordinance
The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other residential and commercial uses that are already established.

Suitability of Property for Allowed Uses
The property is suitable for the proposed uses and will not need additional public improvements to support the intensity of uses described in the A-2 zoning district.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and supporting documentation
I. Response Letter

Staff Contacts

Ashley Vasquez
Planner
Planning Department
806-775-2107
ashleyvasquez@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3308-C

Allowable Uses: High-Density Apartment District (A-2)

Transportation: The proposed development has points of access from Upland Avenue and 19th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Upland Avenue, *Partial Minor Arterial, Not Completed*	R.O.W. 64 feet, two-lane, undivided, paved	R.O.W. 100 feet, five-lane, undivided, paved
19th Street, *Partial Principal Arterial, Not Completed*	R.O.W. 100 feet, five-lane, undivided, paved	R.O.W. 110 feet, five-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.8 **Case 3308-C:** Hugo Reed and Associates, Inc for Bushland Springs, LLC.

Request for a zone change from Single-Family District (R-1), Single-Family District (R-1) Specific Use, General Retail District (C-3), and Industrial Park District (IDP) to High-Density Apartment District (A-2), at:

- 7201 19th Street, located east of Upland Avenue and south of 19th Street, on 14.5 acres of unplatted land out of Block AK, Section 43.

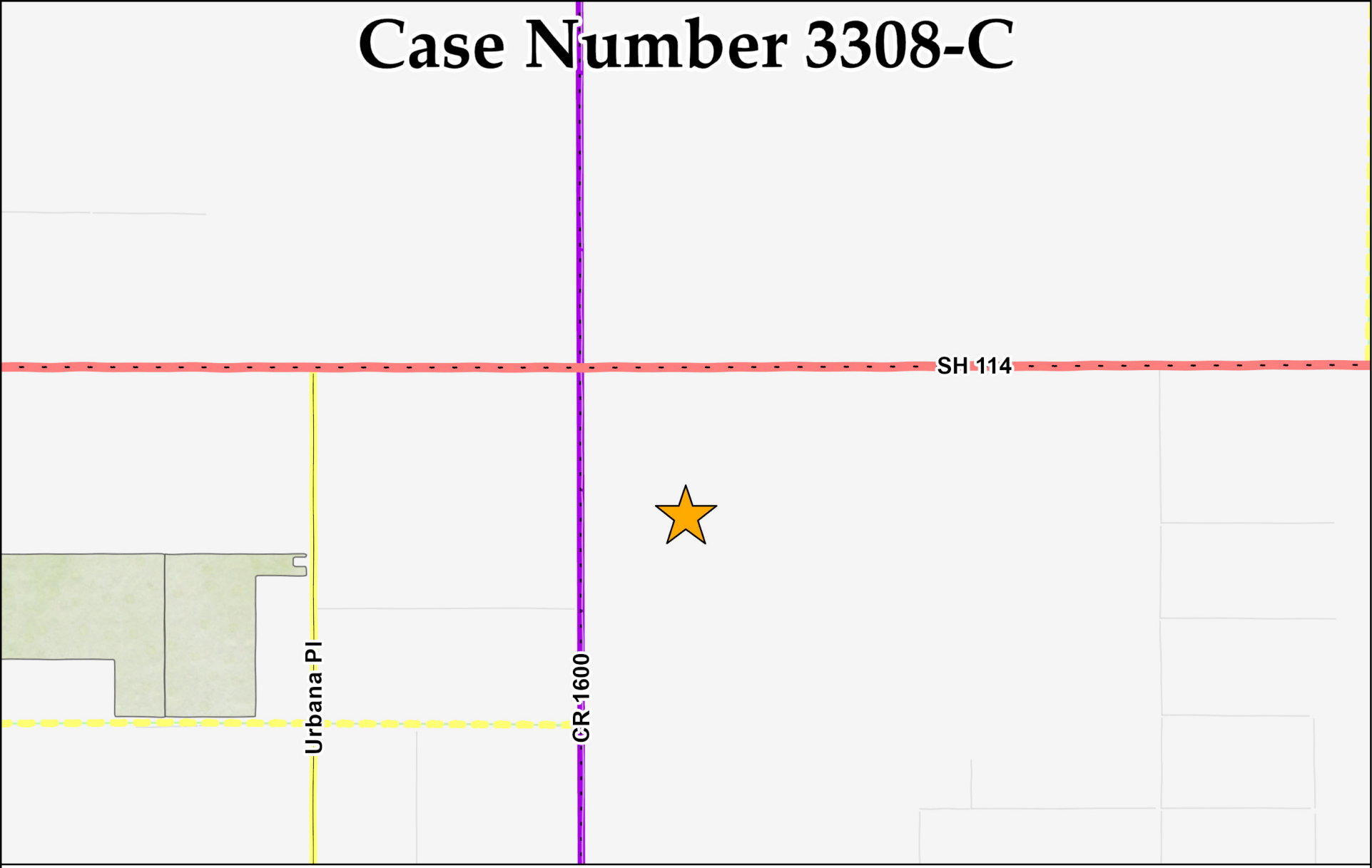
PLANNER ASHLEY VASQUEZ stated there were fourteen notifications sent out. There has been zero returned. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

REPRESENTATIVE TERRY HOLEMAN 1601 Avenue N with Hugo Reed and Associates, stated they are proposing apartments since there have had issues with TxDOT allowing curb cuts onto 19th Street, which would be needed for a retail center. Apartments could use Upland Avenue to enter and exit the property.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 3308-C** a motion was made by **JORDAN WHEATLEY** and seconded by **JAMES BELL** to approve the request as presented by staff. The Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.

Case Number 3308-C



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

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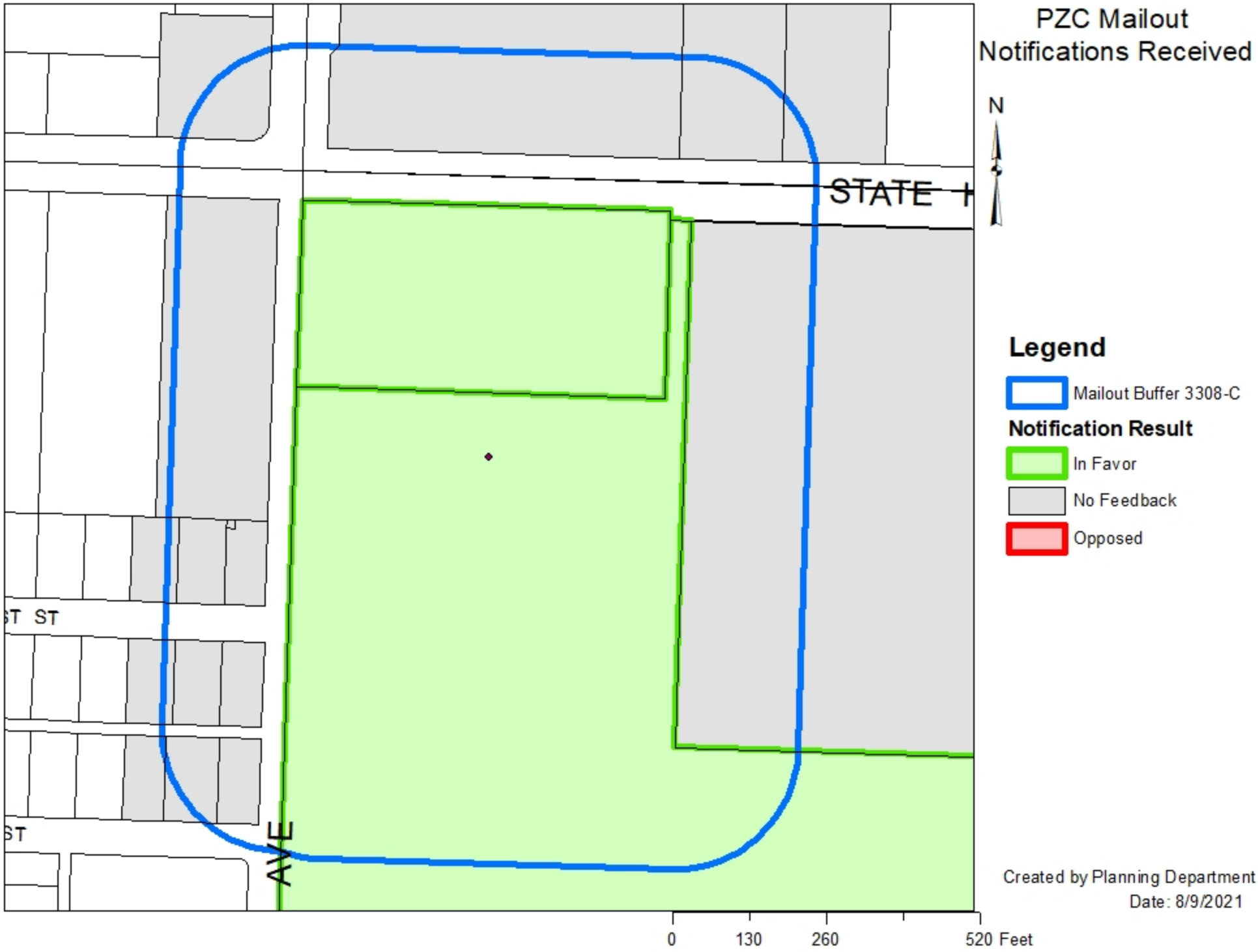
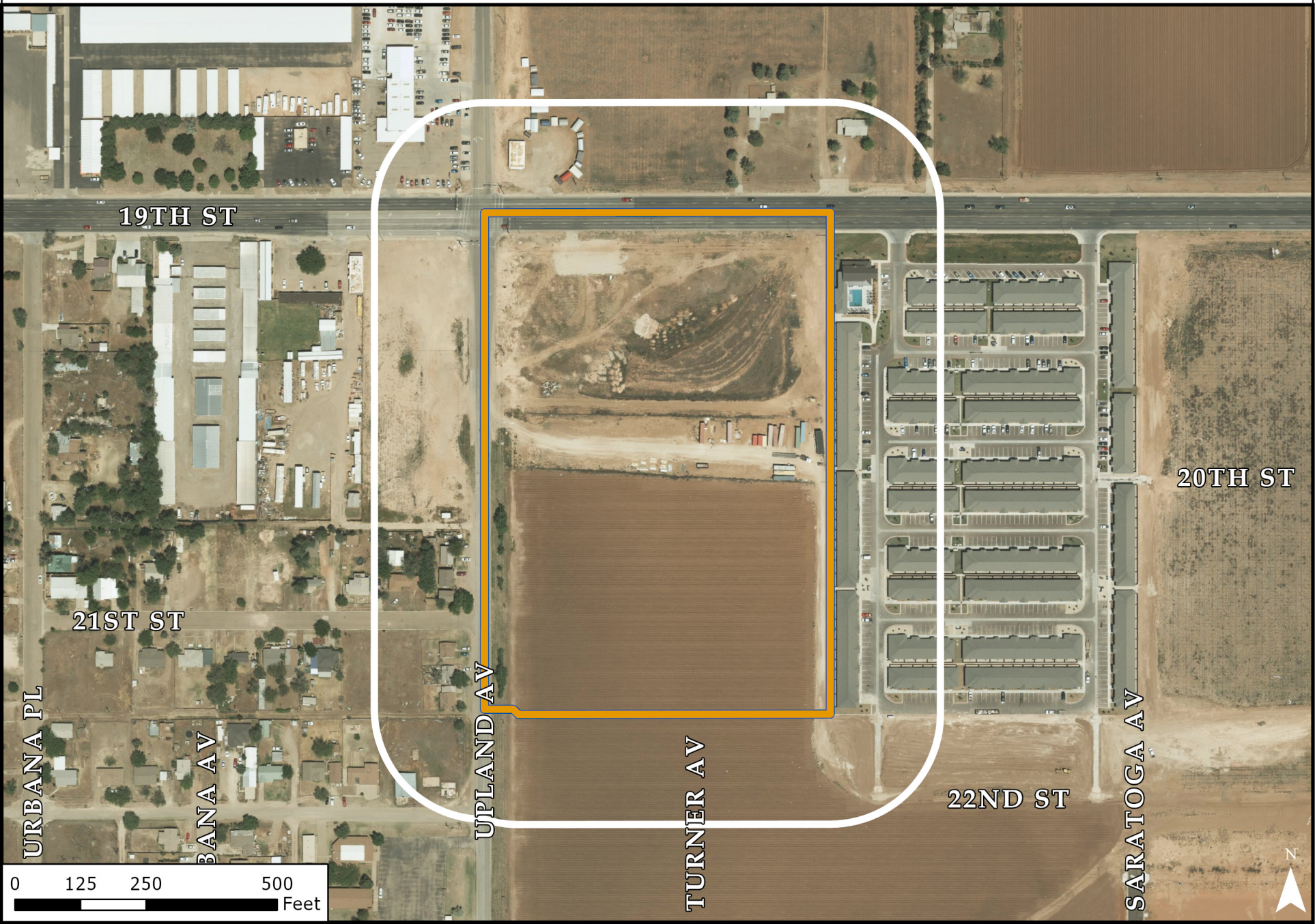
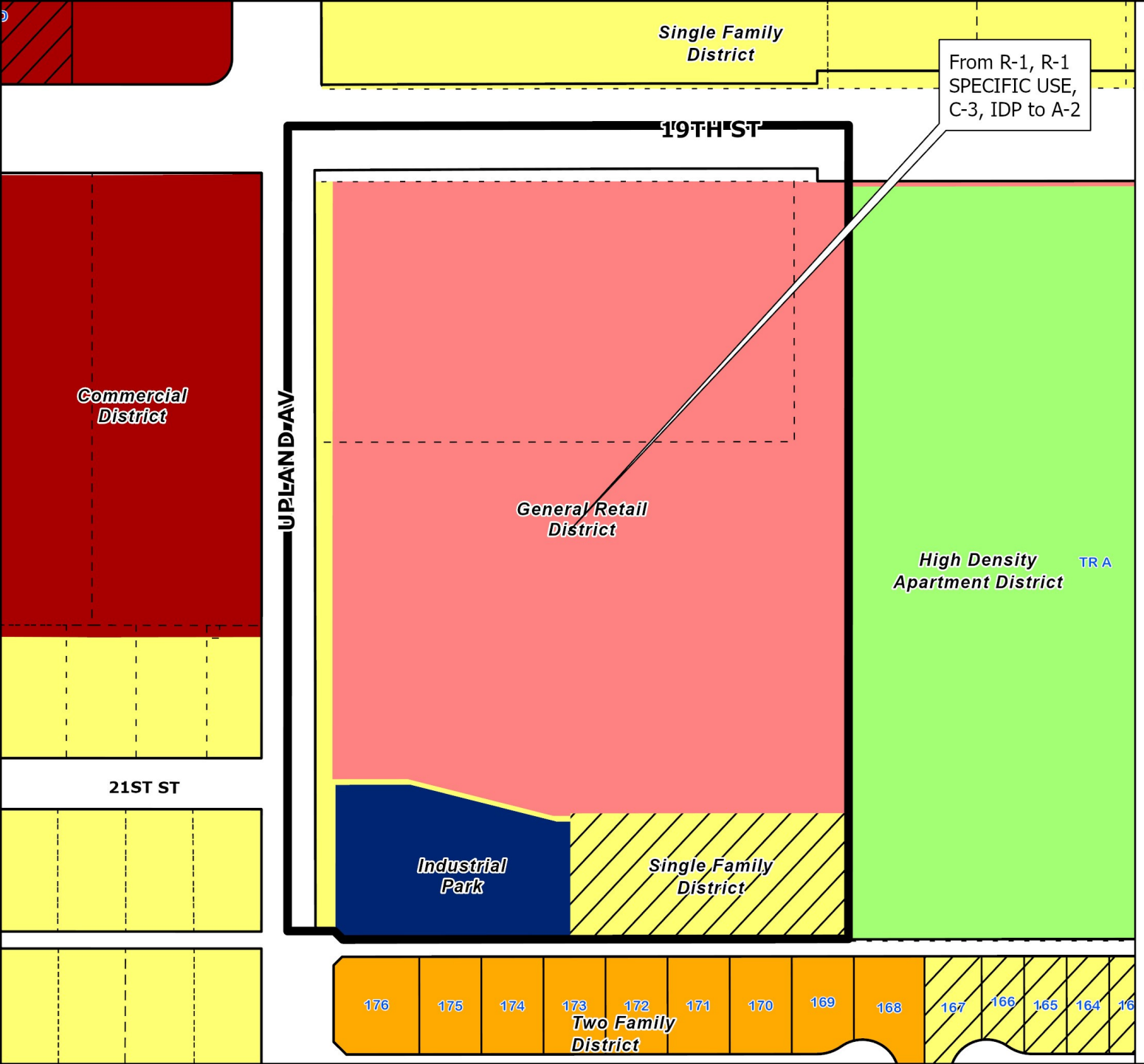

PZC Mailout
Notifications Received
N
STATE
ST ST
ST
AVE
Legend
Mailout Buffer 3308-C
Notification Result
In Favor
No Feedback
Opposed
Created by Planning Department
Date: 8/9/2021
0
130
260
520 Feet

Case Number 3308-C





Current Zoning
3308-C

Zoning Districts

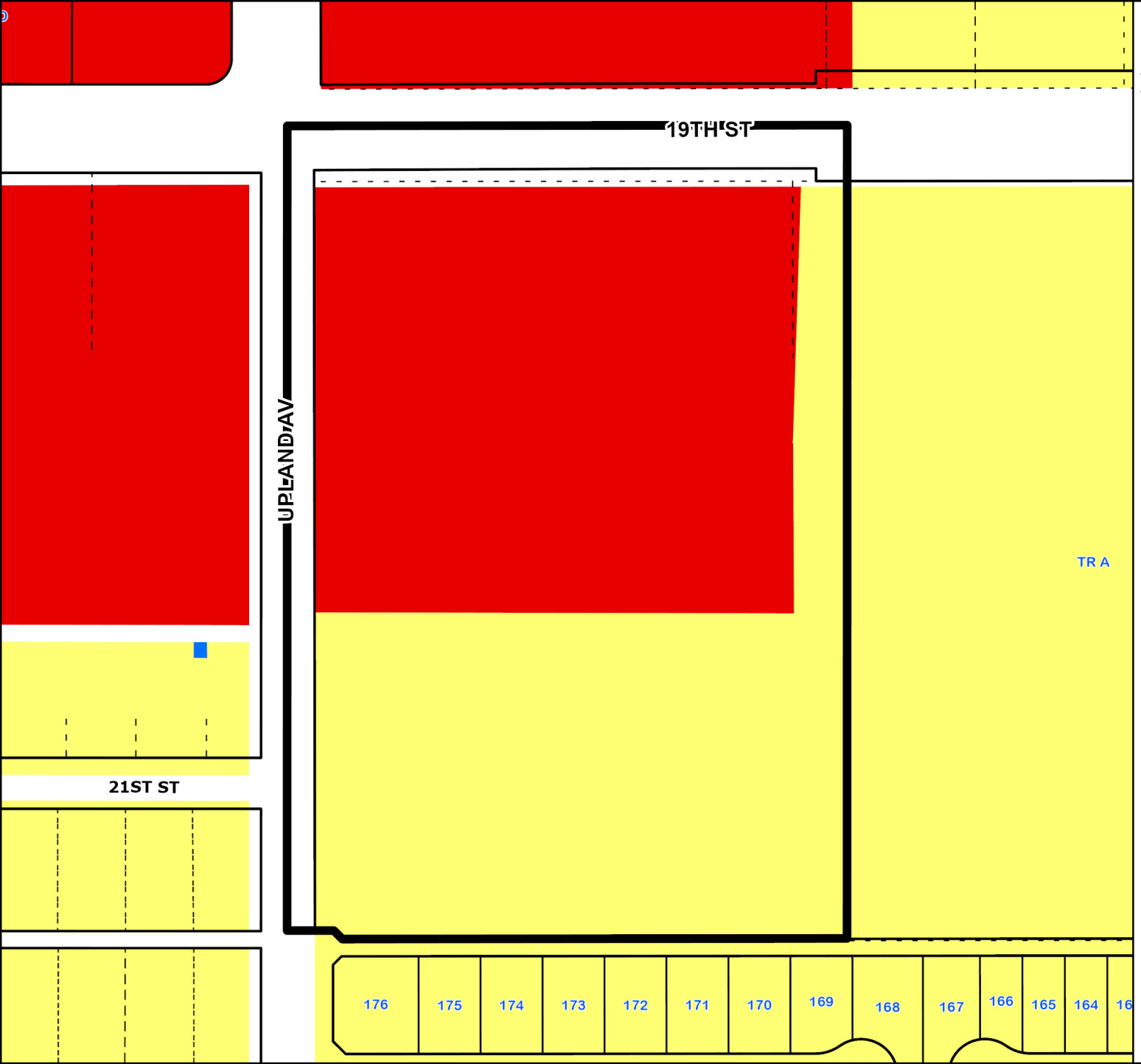
- High Density Apartment
- General Retail
- Commercial
- Commercial Specific Use
- Industrial Park
- Single Family
- Single Family Specific Use
- Two Family

N

0 50 100 200 Feet

City of Lubbock TEXAS

Date Exported: July 2021



Future Land Use Plan
Case 3308-C

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 50 100 200 Feet

City of Lubbock TEXAS

Date Exported: July 2021

3308-C

Subject property view to the south.

View to the east.

View to the west.

View to the north.

DocuSign Envelope ID: A6973499-0D2F-4908-98EB-82316239CE57

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 7201 19th Street

Lots/Tracts: Unplatted Tracts

Survey & Abstract: Section 43, Block AK

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: Approximately 14.5 acres

Existing Land Use: Vacant Existing Zoning: R-1, R-1 Spec. Use, C-3, IDP

Requested Zoning: A-2

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

Representative/Agent Information (if different from owner)

Firm Name: Hugo Reed and Assoc., Inc

Name: Terry Holeman

Address: 1601 Ave N City: Lubbock State: Texas

ZIP Code: 79401 Telephone: 806-763-5642 Email: tholeman@hugoreed.com

Applicant's Signature: Terry Holeman

Date: July 1, 2021 Printed Name: Terry Holeman

Owner Information

Firm Name: Bushland Springs, LLC

Owner: Robert Wood

Address: 8213 Alcove Ave City: Lubbock State: Texas

ZIP Code: 79424 Telephone: 806-773-0813 Email: rwood@robertwoodhomes.com

Property Owner's Signature: DocuSigned by: Robert Wood 22B538CB2B9D4C8...

Date: July 1, 2021 Printed Name: Robert Wood

Preparer Information

Preparer's Signature:

Date: Printed Name:

For City Use Only

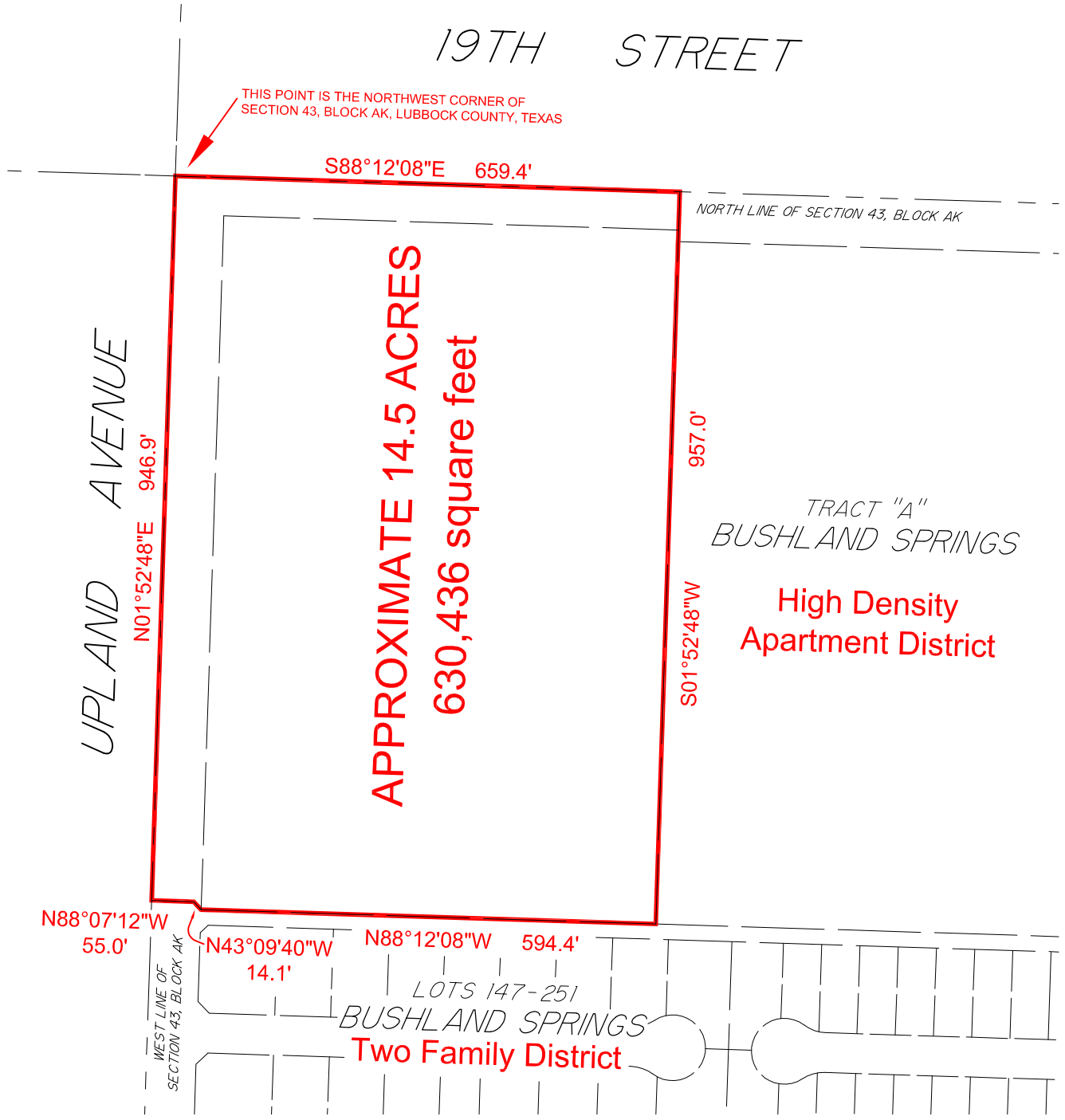
Zone Case No: Planning and Zoning Commission Date:

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.



PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

THIS DOCUMENT IS PREPARED FOR ZONING PURPOSES ONLY.

RELEASE DATE: July 01, 2021

EXHIBIT "A"

PROPOSED A-2
SECTION 43, BLOCK AK

NORTH

Scale: 1"=200'

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

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.:** ***3308-C***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name ROBERT WOOD

Signature: [signature]

Address: 8213 Alcove

Address of Property Owned: Bushland Springs

Phone Number: 806-773-0813

Email: RWood@RobertWoodHomes.com

Zone Case Number: **3308-C** R32506 Recipient 4 of 14
BUSHLAND SPRINGS LLC
8213 ALCOVE AVE

LUBBOCK TX 79424-7508

Regular City Council Meeting **8. 19.**

Meeting Date: 09/14/2021

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 20-O0122, for Zone Case 3439, a request of Hugo Reed and Associates, Inc. for Cynthia E. Jones, for a zone change from Transition District (T) to Family Apartment District (A-1) and Local Retail District (C-2), generally located south of 104th Street and west of Milwaukee Avenue, on 20.3 acres of unplatted land out of Block AK, Section 22.

Item Summary

On August 24, 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 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

Attachments

Ordinance 3439
Staff Report 3439
Documentation 3439

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. 3439; A ZONING CHANGE FROM T TO A-1 AND C-2 ZONING DISTRICT GENERALLY LOCATED SOUTH OF 104TH STREET AND WEST OF MILWAUKEE AVENUE, ON 20.3 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 22, 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. 3439

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-1 and C-2** zoning district **generally located south of 104th Street and west of Milwaukee Avenue, on 20.3 acres of unplatted land out of Block AK, Section 22,** 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/ZC3439
July 29, 2021

LAND SURVEYORS
CIVIL ENGINEERS

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

PROPOSED A-1 ZONING

METES AND BOUNDS DESCRIPTION of an approximate 15.3 acre tract of land located in Section 22, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the East line of Section 22, Block AK, for the most Easterly Northeast corner of this tract, which bears S. 01°50'55" W. an approximate distance of 2,343.6 feet from the Northeast corner of said Section 22;

THENCE S. 01°50'55" W., along the East line of said Section 22, an approximate distance of 280.0 feet to a point for the Southeast corner of this tract;

THENCE N. 88°12'27" W. an approximate distance of 595.0 feet to a point;

THENCE S. 01°51'10" W. an approximate distance of 360.7 feet to a point in the Northern boundary of the plat limits of One Ford Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded under County Clerk File Number (CCFN) 2021026916 of the Official Public Records of Lubbock County, Texas (OPRLCT);

THENCE N. 88°08'50" W., along the Northern boundary of said plat limits, an approximate distance of 501.2 feet to a point at the Southeast corner of a 6.03 acre tract as described under CCFN 2006026623, OPRLCT, for the Southwest corner of this tract;

THENCE N. 01°51'36" E., along the Eastern boundary of said 6.03 acre tract, an approximate distance of 872.0 feet to a point in the centerline of 104th Street as described in Volume 1237, Page 531 of the Deed Records of Lubbock County, Texas, for the Northeast corner of said 6.03 acre tract and the Northwest corner of this tract;

THENCE S. 88°08'50" E., along the centerline of said 104th Street, an approximate distance of 776.0 feet to a point at the Northwest corner of a tract described in Volume 10238, Page 53, OPRLCT, for the most Northerly Northeast corner of this tract;

THENCE S. 01°50'55" W., along the Western boundary of said tract described in Volume 10238, Page 53, OPRLCT, an approximate distance of 230.7 feet to a point at the Southwest corner of said tract;

THENCE S. 88°08'50" E., along the Southern boundary of said tract described in Volume 10238, Page 53, OPRLCT, an approximate distance of 320.1 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.

Prepared for Outkick Investment partners
July 7, 2021

LAND SURVEYORS
CIVIL ENGINEERS

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

PROPOSED C-2 ZONING

METES AND BOUNDS DESCRIPTION of an approximate 4.9 acre tract of land located in Section 22, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the East line of Section 22, Block AK for the Northeast corner of this tract, which bears S. 01°50'55" W. an approximate distance of 2,623.6 feet from the Northeast corner of said Section 22;

THENCE S. 01°50'55" W., along the East line of said Section 22 an approximate distance of 361.3 feet to a point for the Southeast corner of this tract;

THENCE N. 88°08'50" W., at an approximate distance of 50.0 feet pass the Northeast corner of One Ford Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded under County Clerk File Number (CCFN) 2021026916 of the Official Public Records of Lubbock County, Texas (OPRLCT), continuing along the Northern boundary of said plat limits, an approximate total distance of 595.1 feet to a point for the Southwest corner of this tract;

THENCE N. 01°51'10" E. an approximate distance of 360.7 feet to a point for the Northwest corner of this tract;

THENCE S. 88°12'27" E. an approximate distance of 595.0 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.

Prepared for Outkick Investment partners
July 7, 2021

Planning Department
City of Lubbock

Staff Report	Zone Case 3439
City Council Meeting	August 24, 2021

Applicant Hugo Reed and Associates, Inc.

Property Owner Cynthia E. Jones

Council District 5

Recommendations
- Staff recommends APPROVAL of this request.

Prior Board or Council Action
- January 14, 1999: The property was annexed through Ordinance No. 10117 and zoned Transition (T).
- July 1, 2021: Zone Case 3439 was postponed to the July 29th meeting.
- July 29, 2021: The Planning and Zoning Commission recommended approval of a zone case change to A-1 and C-2 by a vote of 8-0-0.

Notification Summary
- Notifications Sent: 11
- Received In Favor: 1
- Received In Opposition: 1

Site Conditions and History
The subject property is vacant and has remained undeveloped since annexation.

Adjacent Property Development
The surrounding properties are either vacant or developed with single family homes. To the east, a City of Lubbock water tower is being constructed.

Zoning Request and Analysis
Item Summary
The subject property is generally located south of 104th Street and west of Milwaukee Avenue. The applicant requests a zone change from Transition District (T) to Family Apartment District (A-1) and Local Retail District (C-2) on 20.3 acres of unplatted land.

Current zoning: **Transition (T)**

Requested zoning: **Family Apartment District (A-1) and Local Retail District (C-2)**

Intent Statements
The intent of the current T zoning is, "…The purpose of this district 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 requested A-1 zoning is, "… The purpose of this district is to promote medium-density, multiple-occupancy development. The regulations are designed to promote family-oriented development which provides the occupants with the proper environmental quality, and compatibility with lower-density development. The purpose of this district is not to isolate multi-family units, but to encourage compatible residential land uses through effective planning and urban design."

The intent of the requested C-2 zoning is, "… The purpose of this district 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 zone change location is along 104th Street and Milwaukee Avenue. 104th Street is designated as a Collector and is currently unpaved. Milwaukee Avenue is designated as a Principal Arterial by the Master Thoroughfare Plan, 2018. The current infrastructure may require improvements for the requested zone change in this location.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area. C-4 and C-2 zoning exists directly across Milwaukee Avenue.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates the subject property for Residential Low Density. The proposed zone change to A-1 and C-2 is in conformance with the Future Land Use Map especially given the fact that Milwaukee Avenue is a Principal Arterial. This zone change could provide a buffer between Milwaukee Avenue and Residential Low Density neighborhoods.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance and both of the proposed zoning districts are appropriate in this location.

Suitability of Property for Allowed Uses
The property is suitable for the proposed use and could potentially require additional public improvements.

Attachments

A. Case Information
B. Thoroughfare Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and supporting documentation
I. Notification Replies

Staff Contacts

Bailey Shillings
Planner
Planning Department
806-775-3147
bshillings@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3439

Allowable Uses: Family Apartment District (A-1)

Local Retail Distict (C-2)

Transportation: The proposed development has points of access from Milwaukee Avenue and 104th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Milwaukee Avenue *Principal Arterial, Completed*	R.O.W. 110 feet, seven-lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved
104th Street *Collector, Future*	R.O.W. 60 feet, two-lane, undivided, unpaved	R.O.W. 64 feet, four-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.11 **Case 3439:** Hugo Reed and Associates, Inc. for Cynthia E. Jones

Request for a zone change from Transition District (T) to Family Apartment District (A-1) and Local Retail District (C-2), at:

- Generally located south of 104th Street and west of Milwaukee Avenue, on 20.3 acres of unplatted land out of Block AK, Section 22.

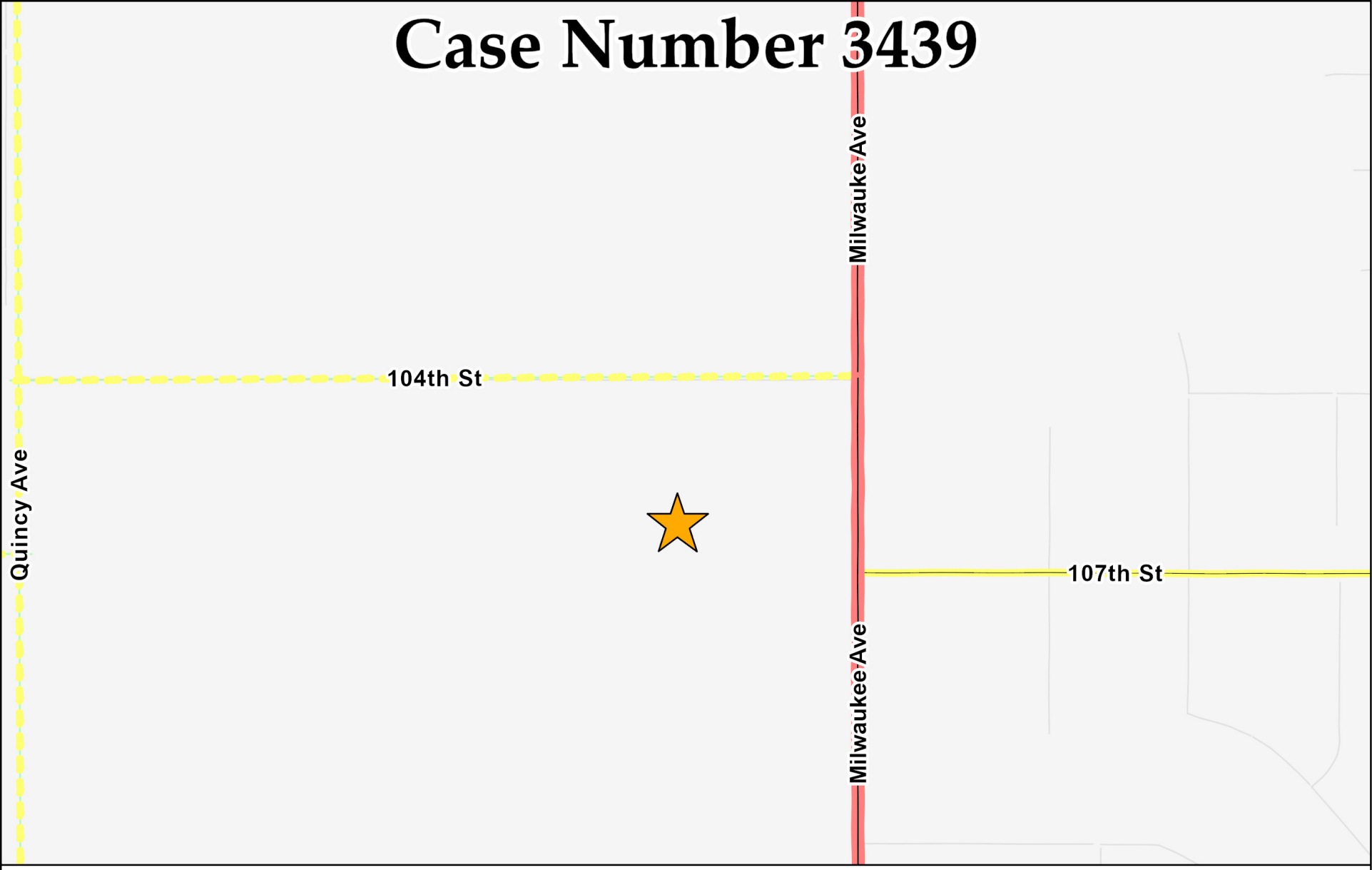
PLANNER BAILEY SHILLINGS stated there were eleven notifications sent out. There has been one (1) returned in favor and one (1) returned in opposition One of the responses cited concerns regarding whether or not there would be a screening fence. They would like to see a brick privacy fence and trees. There is a six-foot screening fence required along the alleyway, which must be wood or brick. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

REPRESENTATIVE TERRY HOLEMAN 1601 Avenue N with Hugo Reed and Associates stated he is representing Outkick LLC. They are look to construct low-density apartments on the property, which will be single-story. On the C-2 property, they would like to construct a self-storage facility; however, they just want to get the base zoning in place at this point and will come back at a later date to request the specific use. Mr. Holeman stated he did reach out to Mrs. Brock, who was in opposition. Mrs. Brock was concerned they were asking to construct three-story apartments on the property. It was explained to her they want to do single-story and they can provide a fence, but he cannot guarantee that it would be brick.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 3439** a motion was made by **JORDAN WHEATLEY** and seconded by **DAN WILSON** to approve the request as presented by staff. The Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. Item will be forwarded to City Council for their consideration.

Case Number 3439



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

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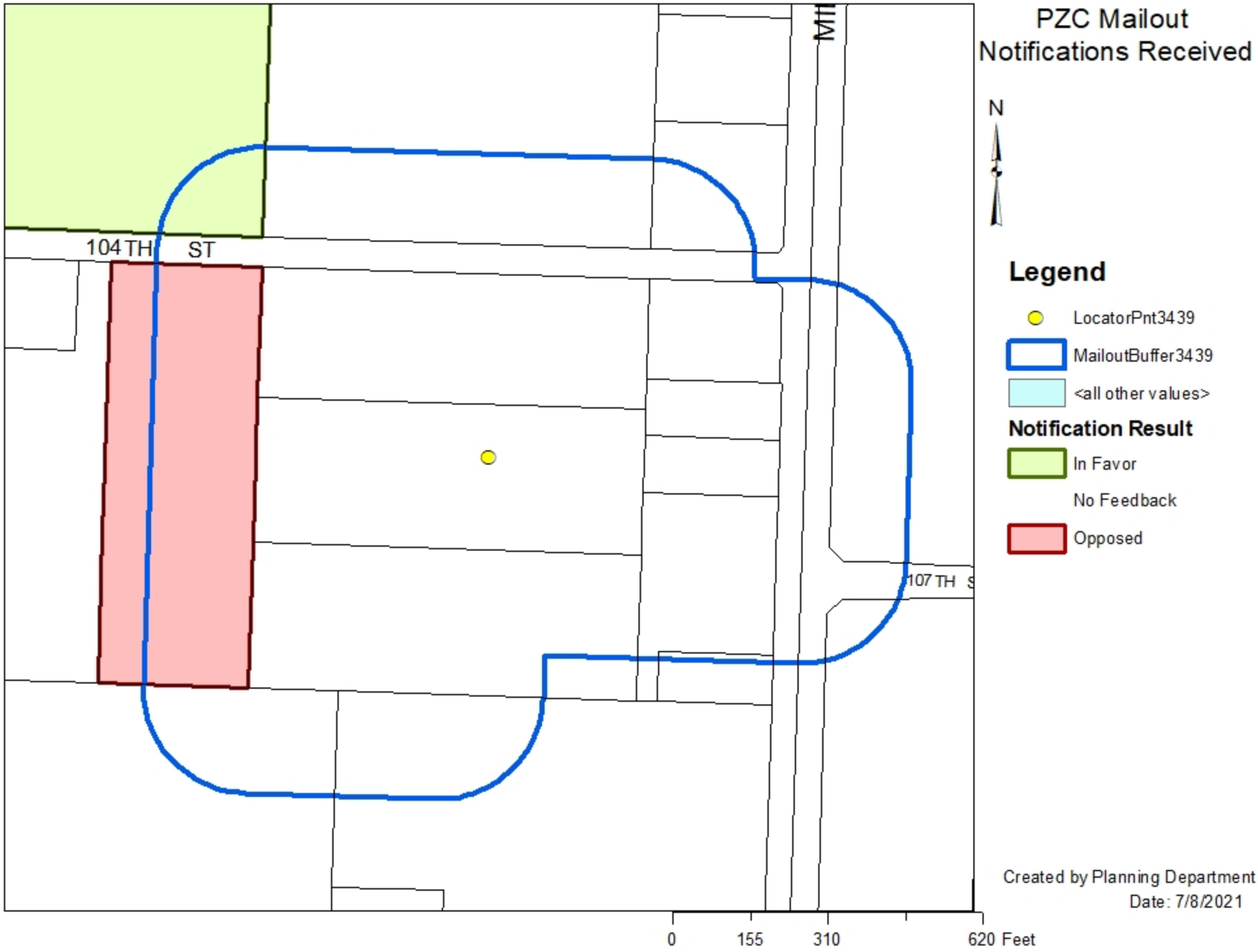
Date Exported: July 2021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Notifications Received
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Legend
LocatorPnt3439
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Notification Result
In Favor
No Feedback
Opposed
104 TH ST
107 TH
Created by Planning Department
Date: 7/8/2021
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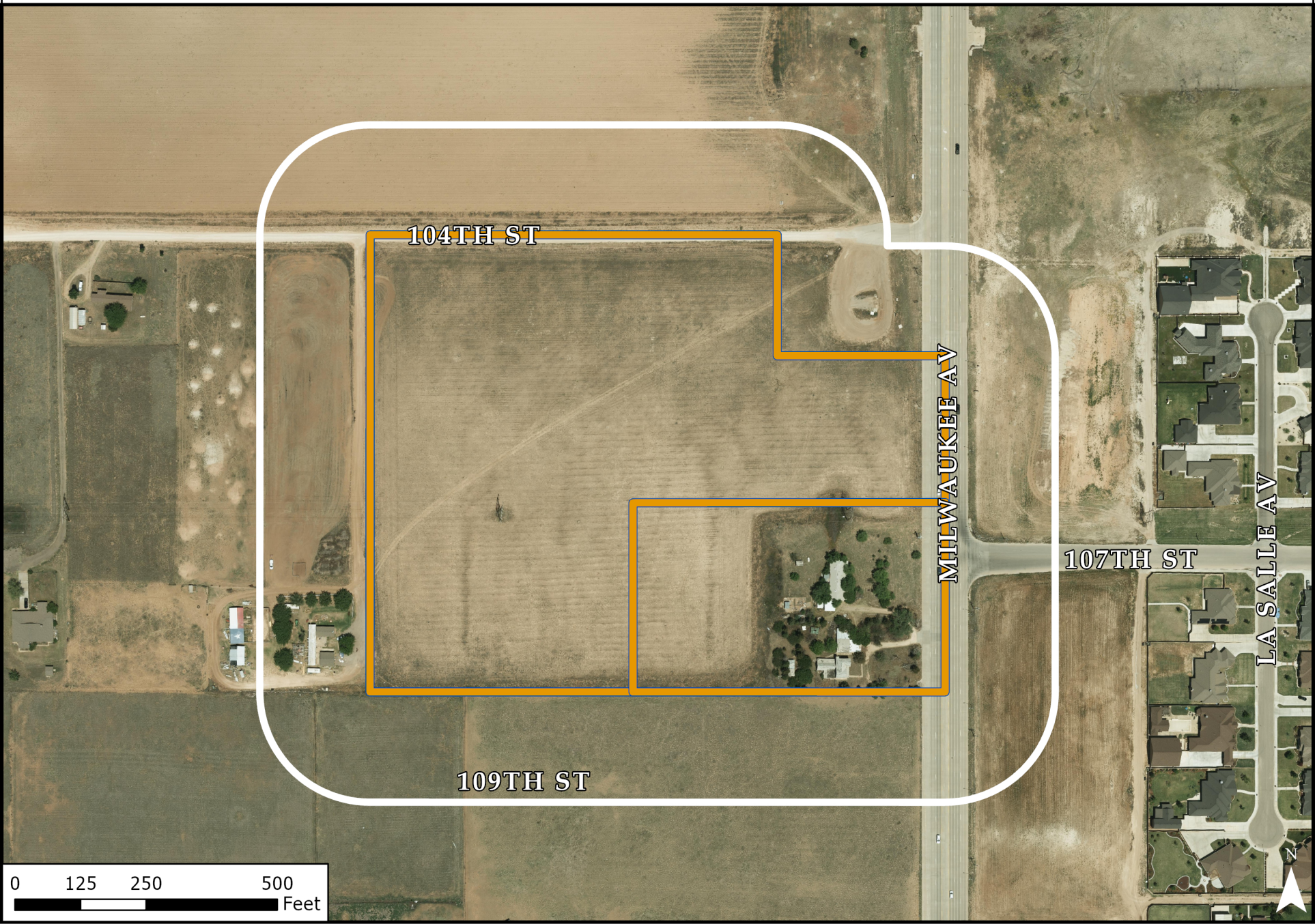
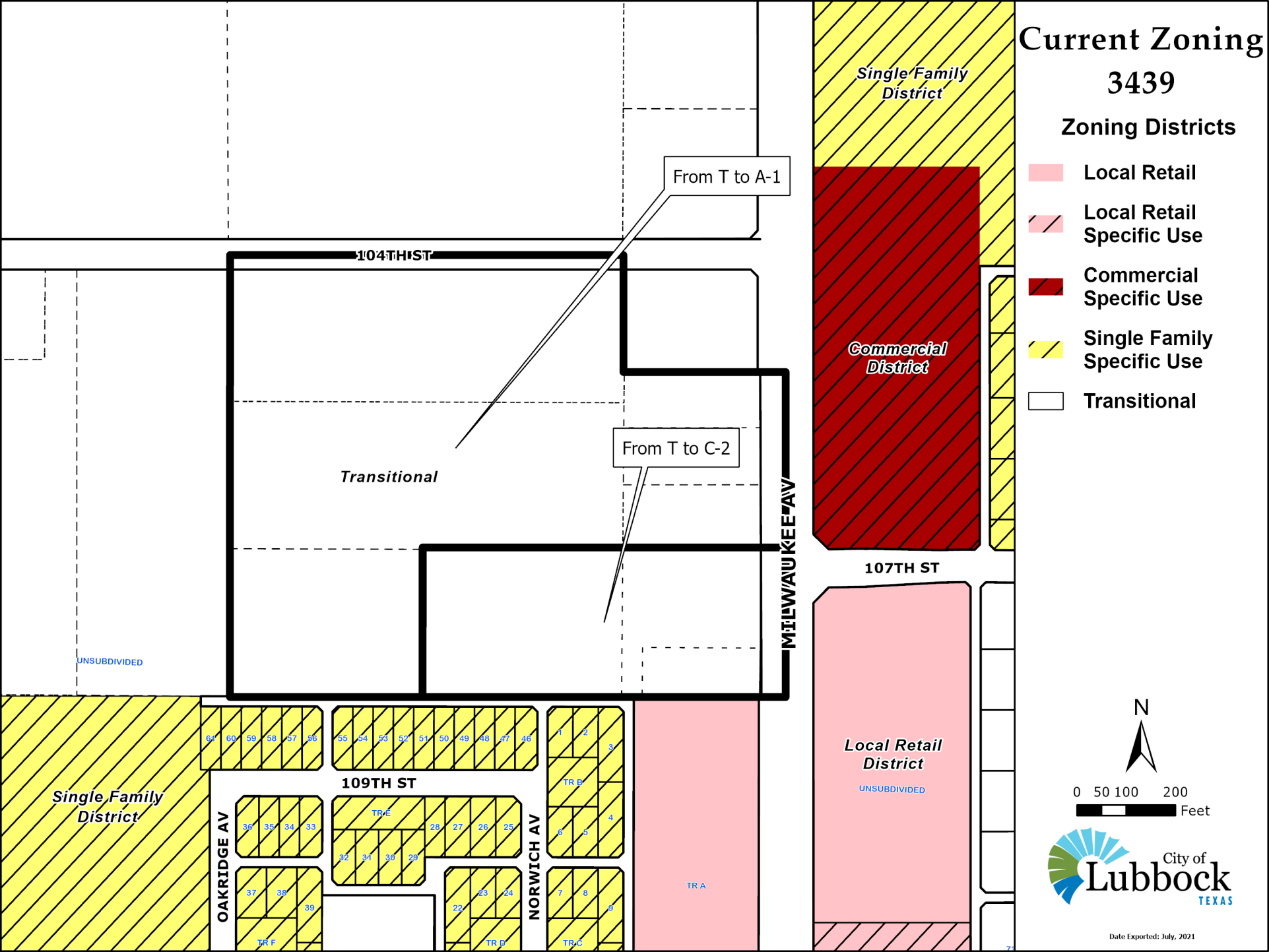
155
310
620 Feet

Case Number 3439




From T to A-1
From T to C-2
104TH ST
Transitional
Single Family District
Commercial District
107TH ST
MILWAUKEE AV
Local Retail District
UNSUBDIVIDED
Single Family District
109TH ST
OAKRIDGE AV
NORWICH AV
TR A
TR B
TR C
TR D
TR E
TR F
UNSUBDIVIDED
Current Zoning
3439
Zoning Districts
Local Retail
Local Retail Specific Use
Commercial Specific Use
Single Family Specific Use
Transitional
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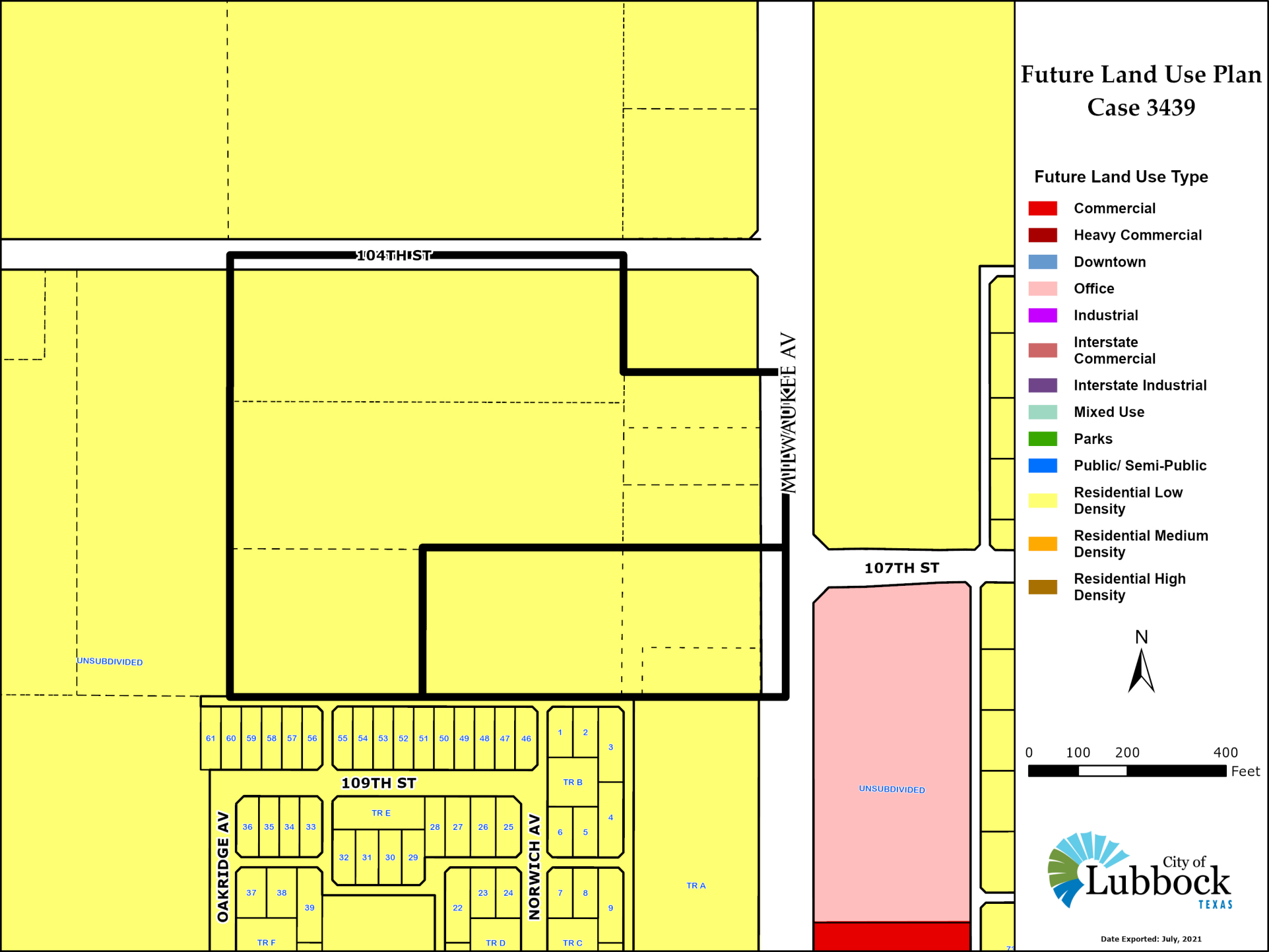
City of Lubbock TEXAS
Date Exported: July, 2021


Future Land Use Plan
Case 3439
Future Land Use Type
Commercial
Heavy Commercial
Downtown
Office
Industrial
Interstate Commercial
Interstate Industrial
Mixed Use
Parks
Public/ Semi-Public
Residential Low Density
Residential Medium Density
Residential High Density
N
0 100 200 400
Feet
104TH ST
109TH ST
107TH ST
MILWAUKEE AV
OAKRIDGE AV
NORWICH AV
UNSUBDIVIDED
UNSUBDIVIDED
TR A
TR B
TR C
TR D
TR E
TR F
City of Lubbock TEXAS
Date Exported: July, 2021

3439

Subject property. View to the south.

View to the east.

View to the north.

View to the west.

dotloop signature verification: dtlp.us/gxQI-PMBZ-TZxY

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 104th Street & Milwaukee Avenue

Lots/Tracts: See Metes and Bounds Description

Survey & Abstract: Section 22, Block AK

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 20.3

Existing Land Use: Single Family Residential Existing Zoning: Transitional

Requested Zoning: A-1 and C-2 zoning

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

Representative/Agent Information (if different from owner)

Firm Name: Hugo Reed and Associates

Name: Terry Holeman

Address: 1601 Avenue N City: Lubbock State: TX

ZIP Code: 79401 Telephone: 806.763.5642 Email: tholeman@hugoreed.com

Applicant's Signature: Terry Holeman

Date: 5/25/2021 Printed Name: Terry Holeman

Owner Information

Firm Name:

Owner: Cynthia E. Jones

Address: 3716 26th St City: Lubbock State: TX

ZIP Code: 79410 Telephone: Email:

Property Owner's Signature: Cynethia E Jones dotloop verified 05/25/21 6:23 PM CDT EM8G-HLHU-5CJ9-6UK0

Date: 5/25/2021 Printed Name: Cynthia E. Jones

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.

dotloop signature verification: dtlp.us/9dCv-h4OE-lmOj

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 104th Street & Milwaukee Avenue

Lots/Tracts: See Metes and Bounds Description

Survey & Abstract: Section 22, Block AK

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 20.3

Existing Land Use: Single Family Residential Existing Zoning: Transitional

Requested Zoning: A-1 and C-2 zoning

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

Representative/Agent Information (if different from owner)

Firm Name: Hugo Reed and Associates

Name: Terry Holeman

Address: 1601 Avenue N City: Lubbock State: TX

ZIP Code: 79401 Telephone: 806.763.5642 Email: tholeman@hugoreed.com

Applicant's Signature: Terry Holeman

Date: 5/25/2021 Printed Name: Terry Holeman

Owner Information

Firm Name:

Owner: Yolanda A. Moore

Address: 10508 Wayne Avenue City: Lubbock State: TX

ZIP Code: 79424 Telephone: Email:

Property Owner's Signature: Yolonda A. Moore dotloop verified 05/25/21 8:10 PM CDT X9QA-Z1SO-VPVH-SJNO

Date: 5/25/2021 Printed Name: Yolanda A. Moore

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.

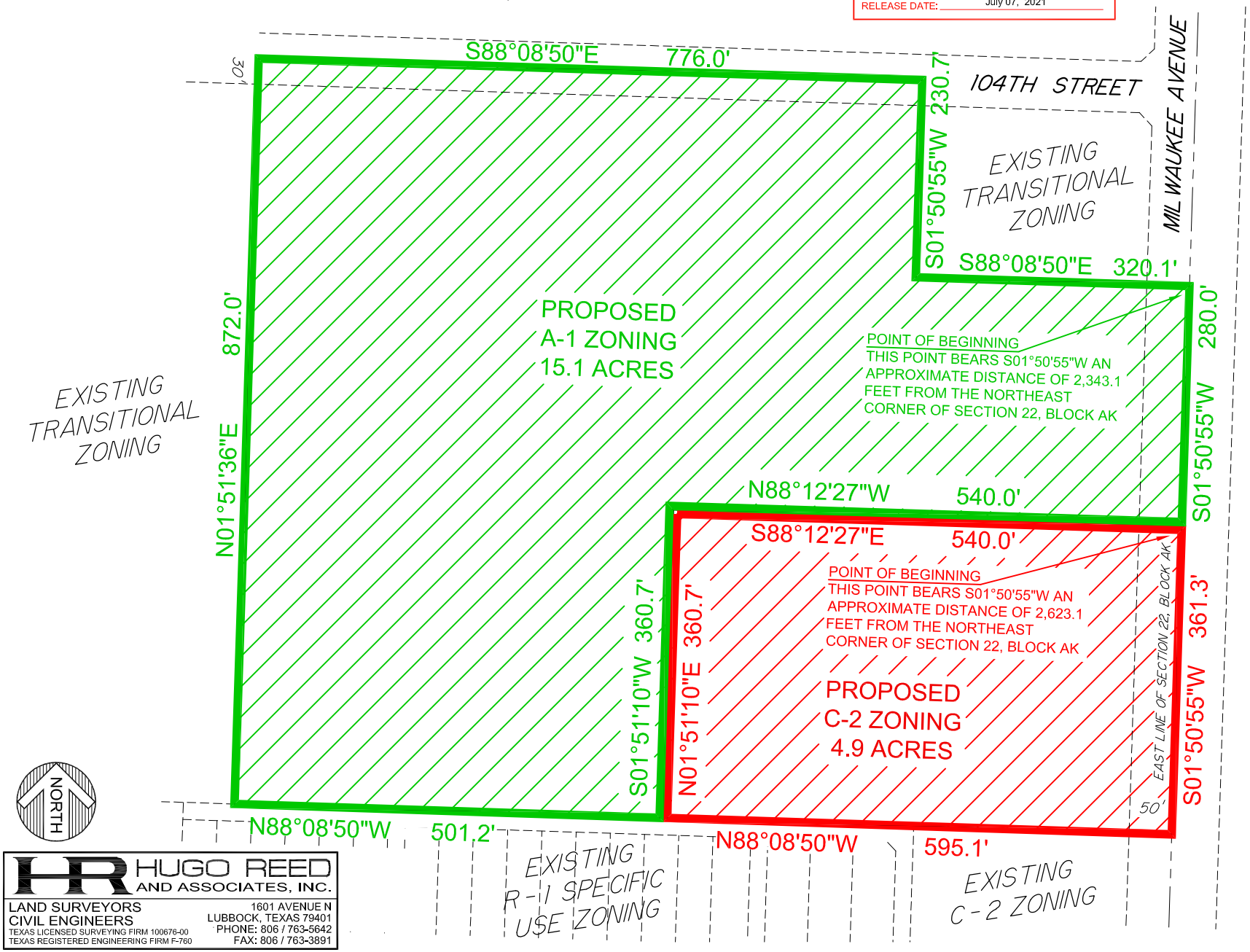
PROPOSED ZONING

LOCATED IN SECTION 22, BLOCK AK

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

THIS DOCUMENT IS RELEASED FOR REVIEW PURPOSES ONLY.

RELEASE DATE: July 07, 2021



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

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.:** ***3439***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name VIRVEK HOLDINGS LLC + AJAY CHATLANI

Signature: _____

Address: 4703 112TH DR LUBBOCK TX 79424

Address of Property Owned: BLK AK SEC 22 AB 749 TR B ACS 15

Phone Number: 806-794-6924

Email: JVASANDANI@HOTMAIL.COM

Zone Case Number: **3439** R29864 Recipient 2 of 11
CHATLANI, AJAY
& VIRVEK HOLDINGS LLC
4703 112TH DRIVE

LUBBOCK TX 79424

RECEIVED
JUN 25 2021
BY: _____

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3439***

In Favor ____

Opposed ✓

Reasons and/or Comments:

I oppose the application for zone change No. 3439 to Family Apartment District (A-1) for the following reasons. If a 3-story apartment building is constructed on the land adjacent to my property without a privacy wall, it will not be an asset to my property and myself for the following reasons:

1. A 3-story apartment will overshadow my land and block my view of the morning sun and allow an invasion of my privacy.
2. It will be a nuisance to my quiet enjoyment.
3. Without the installation of a brick privacy wall and trees (*similar to one Home Depot provided for their neighbors on the southern border of their 50th Street and University store*), residents and guests coming and going on the apartment parking lot will be able to enter my property without my knowledge or permission, creating the possibility of criminal trespass.

Print Name Syble Brock

Signature: Syble Brock

Address: 2508 57th Street

Address of Property Owned: 6619 104th Street

Phone Number: 806-252-1779

Email: sbbrashear@att.net

Zone Case Number: **3439** R311823 Recipient 8 of 11
BROCK, SYBLE
2508 57TH ST

LUBBOCK TX 79413-5602

Regular City Council Meeting **8. 20.**

Meeting Date: 09/14/2021

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-O0123, for Zone Case 3440, a request of Western Bank for TCS Parents Group, LTD, for a zone change from Garden Office District (GO) to Local Retail District (C-2), at 14005 Quaker Avenue, located south of 140th Street and east of Quaker Avenue, on 1.829 acres of unplatted land out of Block AK, Section 4.

Item Summary

On August 24, 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 29, 2021, and recommended approval of a zone change to Local Retail District (C-2) by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance 3440
Staff Report 3440
Documentation 3440

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. 3440; A ZONING CHANGE FROM GO TO C-2 ZONING DISTRICT AT 14005 QUAKER AVENUE, LOCATED SOUTH OF 140TH STREET AND EAST OF QUAKER AVENUE, ON 1.829 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 4, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 3440

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 **GO** to **C-2** zoning district at **14005 Quaker Avenue, located south of 140th Street and east of Quaker Avenue, on 1.829 acres of unplatted land out of Block AK, Section 4,** City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Bryan Isham, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3440
July 29, 2021

FIELD NOTES FOR A 1.829 ACRE TRACT OF LAND SITUATED IN SECTION 4, BLOCK AK, E.L.&R.R. CO. SURVEY, A-746, LUBBOCK COUNTY, TEXAS, being a portion of that 42.309 acre tract of land described in County Clerk's File (CCF) #2016005396, Official Public Records of Lubbock County, Texas (OPRLC, TX) and being further described by metes and bounds as follows;

BEGINNING at a 1/2"iron rod with yellow plastic cap inscribed "HRA" (hereinafter referred to as a HUGO cap) found in the East right-of-way line of Quaker Avenue (110' R-O-W, CCF #2018036443 & #2018043583, OPRLC, TX and the South plat limits of Lots 49-95, Estates of Kelsey Park according to the map, plat and/or dedication deed thereof recorded in CCF #2017008770, OPRLC, TX for the most Westerly Northwest corner of this tract from which the Southwest plat corner of said Estates of Kelsey Park bears N. 88°14'47" W. (bearing are based on record bearings) a distance of 55.00 feet (distances are surface, U.S. Survey Feet);

THENCE N. 46°47'22" E., contiguous with said South plat limits a distance of 14.15 feet to a HUGO cap found at a corner of said plat limits for the most Northerly Northwest corner of this tract;

THENCE S. 88°13'29" E., contiguous with said South plat limits a distance of 290.00 feet to a HUGO cap found at the most Northerly Northwest corner of the remaining 21.437 acres of a called 21.531 acre tract of land conveyed to Trinity Church of Lubbock, Inc. as described in Exhibit A of CCF #2016047562, OPRLC, TX for the Northeast corner of this tract;

THENCE contiguous with the boundary of said 21.437 acre tract the following two (2) courses and distances:

1.) S. 01°48'13" W. a distance of 265.78 feet to a HUGO cap found at a corner of said 21.437 acre tract for the Southeast corner of this tract;

2.) N. 88°11'47" W. a distance of 300.00 feet to a 1/2" iron rod with blue plastic cap inscribed "CHT RPLS 6460" set in the East right-of-way line of said Quaker Avenue at the most Westerly Northwest corner of said 21.437 acre tract for the Southwest corner of this tract;

THENCE N. 01°48'13" E., contiguous with said East right-of-way line, a distance of 255.63 feet to the place of BEGINNING.

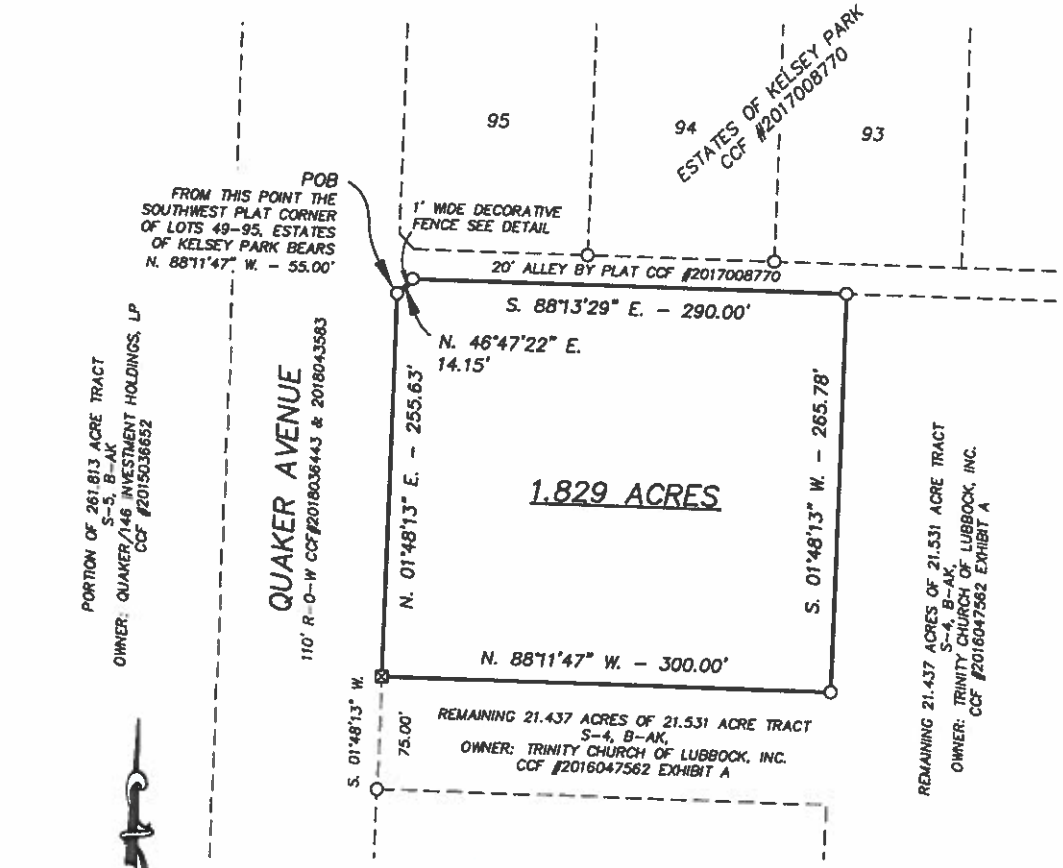
* * * * * * * * * * * * * * *

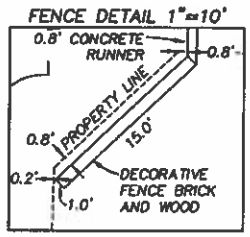
STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS, that I, Cyril H. Turner, Registered
COUNTY OF LUBBOCK : Professional Land Surveyor, do hereby certify that I did cause to be surveyed on the ground the above described tract of land, and to the best of my knowledge and belief, the said description is true and correct.

IN WITNESS THEREOF, my hand and seal,

Cyril H. Turner
Registered Professional
Land Surveyor #6460

05/26/2021





05/26/2021

NOTE:
POB = Point of Beginning.

O = 1/2" iron rod w/ cap "HRA" found. (PMRD/CM)

⊠ = 1/2" iron rod with cap inscribed "CHT RPLS 6460" set.

PMRD = Physical Monument of Record Dignity
CM = Controlling Monument
42.309 Acre Parent tract recorded in County Clerk File Number 2016005396, Official Public Records of Lubbock County, Texas.
Bearings are relative to the deed of record of said 42.309 acre parent tract as observed along the monumented North line.
Distances are surface, U.S. Survey Feet.
This survey is subject to any facts which may be disclosed by a full and accurate title search. A current title commitment was not provided for this survey.
Metes & Bounds Description of even survey date accompanies this plat.
This plat invalid unless it bears surveyor's seal and signature.

STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS,
COUNTY OF LUBBOCK : that I, Cyril H. Turner, Registered Professional Land Surveyor, do hereby certify that I did cause to be surveyed on the ground the tract of land shown on this plat, and to the best of my knowledge and belief, the said description is true and correct.

IN WITNESS THEREOF, my hand and seal,

STATE OF TEXAS REGISTERED CYRIL HOWARD TURNER 6460 PROFESSIONAL LAND SURVEYOR

Cyril H. Turner
Registered Professional
Land Surveyor #6460

PLAT OF A 1.829 ACRE TRACT OF LAND SITUATED IN SECTION 4, BLOCK AK, E.L.&R.R. CO. SURVEY, A-746, LUBBOCK COUNTY, TEXAS

SCALE: 1" = 80'	APPROVED BY: CHT	DRAWN BY: CHT
SURVEY DATE: 05/19/2021		FILE NAME: 21-LS0064

OJD Engineering, LLC
Consulting Engineers & Surveyors
806-791-2300
328 E. HWY 62/82
Wolfforth, Texas 79382
Surveying Firm # 10193983

DRAWING NUMBER 1 of 1

Planning Department
City of Lubbock

Staff Report	Zone Case 3440
City Council Meeting	August 24, 2021

Applicant Western Bank

Property Owner TCS Parents Group LTD

Council District 4

Recommendations
- Staff recommends Approval.

Prior Board or Council Action
- February 26, 2015: This property was annexed through Ordinance No. 2015-O0012 and zoned Transition (T).
- June 8, 2017, Zone Case 3314: This property was zoned from T to Garden Office District (GO).
- July 29, 2021, Zone Case 3440: The Planning and Zoning Commission recommended approval of a zone change to Local Retail District (C-2) by a vote of 8-0-0.

Notification Summary
- Notifications Sent: 6
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History
The subject property was annexed in 2015 and has remained vacant and unsubdivided.

Adjacent Property Development
The properties to the north of the subject property are zoned T and Single-Family District (R-1) with a Specific Use. The property to the east is zoned Restricted Local Retail District (C-2A). The property to the south is zoned C-2A and GO. The property to the west is zoned GO. All surrounding properties are currently vacant.

Zoning Request and Analysis
Item Summary
The subject property is addressed as 14005 Quaker Avenue, and is located east of Quaker Avenue and south of 140th Street. The applicant requests to re-zone the subject property from GO to C-2A.

Current zoning: **Garden Office District (GO)**

Requested zoning: **Restricted Local Retail District (C-2A)**

Intent Statements
The intent of the current GO zoning is "…to provide for quality garden office development through proper planning and design. The regulations are intended to produce an attractive environment which will ensure the compatibility between offices and adjacent uses and promote a stable environment between residential and commercial uses. When proposed garden office development is adjacent to any residentially zoned property, design standards and site planning shall provide for maximum compatibility with the adjacent residential zoning districts."

The intent of the proposed C-2A zoning is "…to provide limited local retail and service commercial uses which serve one or several neighborhoods. Such districts may be located on existing shallow commercial centers adjacent to thoroughfares."

Traffic Network/Infrastructure Impacts
The proposed rezoning location is along Quaker Avenue, which is designated as a Principal Arterial by the Master Thoroughfare Plan. Principal Arterial roads are designed for a higher intensity of traffic (Comprehensive Plan, page 87). The proposed rezoning will be suitable for this type of road.

Compatibility with Surrounding Property
The proposed zoning is compatible with the surrounding area and will not change the character of the existing development. The property directly adjacent to the east and south is currently zoned C-2A, and this request would bring the subject property into uniformity with the adjacent property.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The principles outlined in the Comprehensive Plan designates this area for "Low-Density Residential". While a C-2A district does not meet the standards for low-density residential as stated in the Comprehensive Plan, the request is appropriate for this area as it would service the surrounding area as a neighborhood service district (Comprehensive Plan, page 60).

Conformance with Zoning Ordinance
The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other uses that are already established.

Suitability of Property for Allowed Uses
The property is suitable for the proposed uses and will not need additional public improvements to support the intensity of uses described in the C-2A zoning district.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Aerial Map
D. Zoning Map
E. Future Land Use Map
F. Photos
G. Application and supporting documents

Staff Contacts

Jacob Hawkins
Planner
Planning Department
806-775-2096
jhawkins@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3440

Allowable Uses: Restricted Local Retail District (C-2A)

Transportation: The proposed development has points of access from Quaker Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Quaker Avenue *Principal Arterial, Completed*	R.O.W. 110 feet, five-lane, undivided, paved	R.O.W. 110 feet, five-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.12 **Case 3440:** Western Bank for TCS Parents Group LTD.

Request for a Zone Change from Garden Office District (GO) to Restricted Local Retail District (C-2A), at:

- 14005 Quaker Avenue, located south of 140th Street and east of Quaker Avenue, on 1.829 acres of unplatted land out of Block AK, Section 4.

PLANNER JACOB HAWKINS stated there were six notifications sent out. There have not been any letters returned. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

REPRESENTATIVE GARY STEVENS 1006 Juneau Avenue stated he is representing Western Bank. They would like to construct a banking facility with a drive-thru.

No one spoke in favor or in opposition to the request.

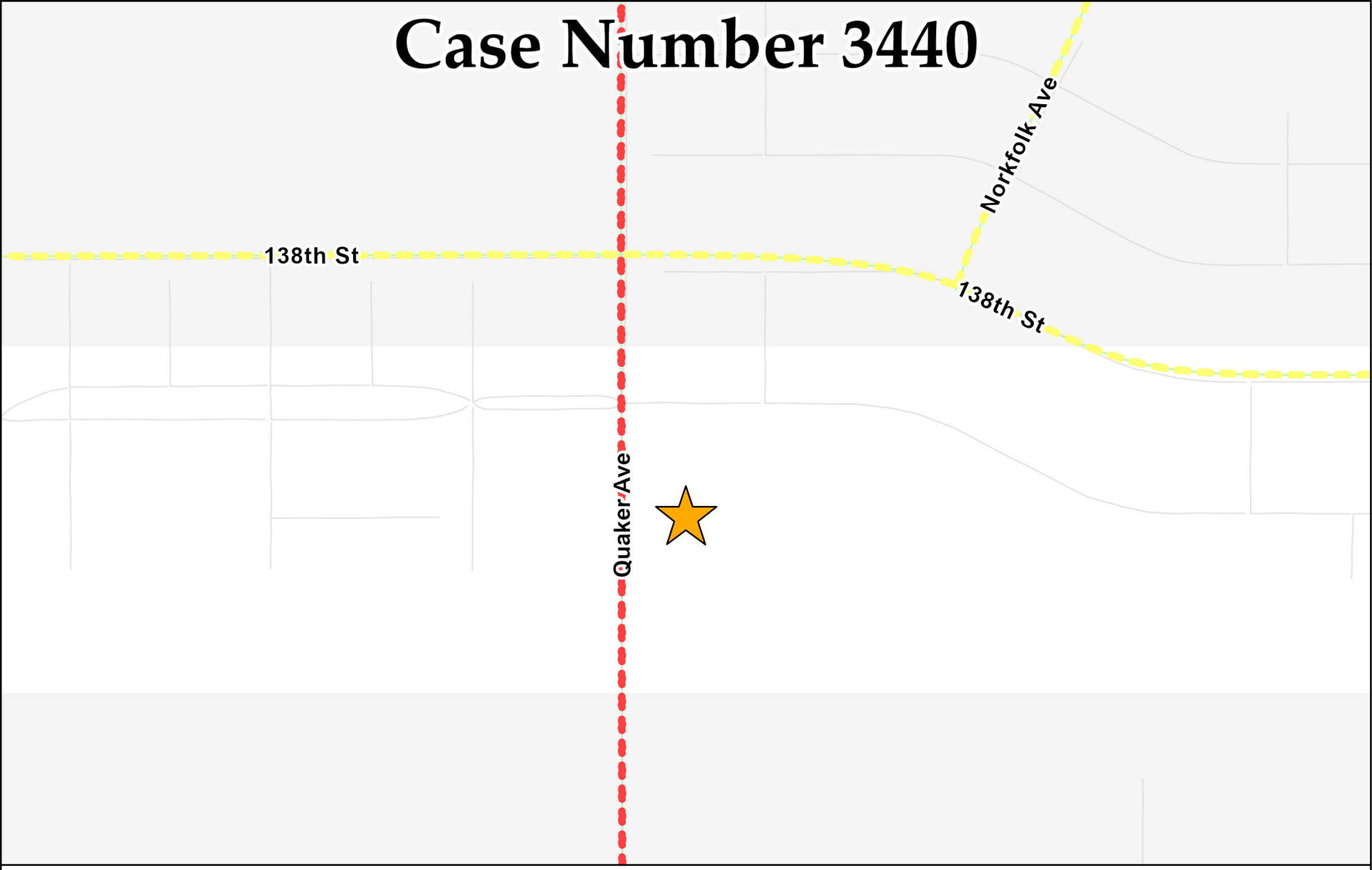
PLANNING AND ZONING MANAGER KRISTEN SAGER clarified the bank will have a drive-thru and explained a drive-thru is not a permitted use in C-2A zoning and would require C-2 zoning.

ASSISTANT CITY ATTONERY KELLI LEISURE stated the board could amend the request from C-2A to C-2 in the motion.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 3440** a motion was made by **JAMES BELL** and seconded by **DAN WILSON** to approve a zone change from GO to C-2. The Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.

Case Number 3440

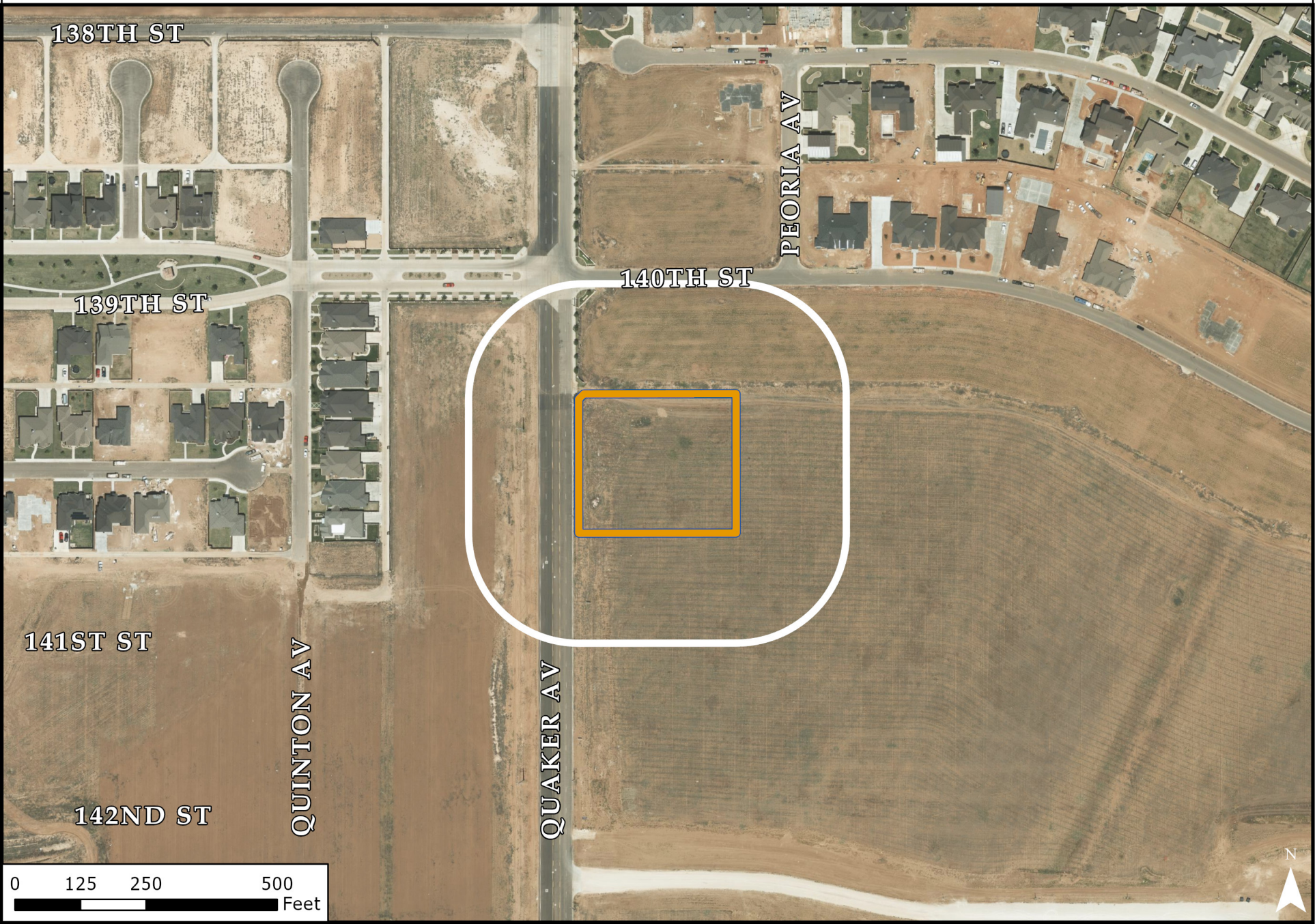


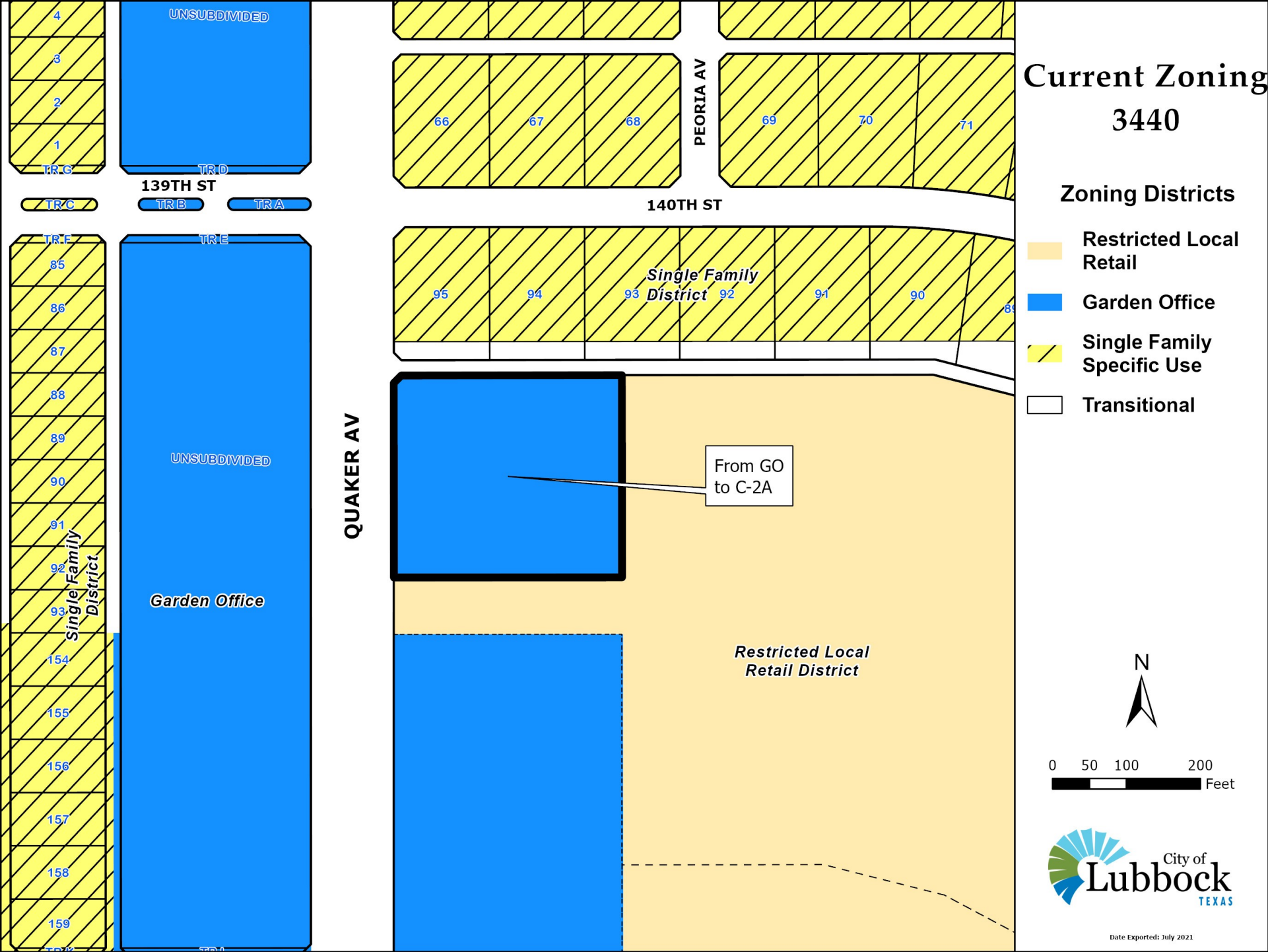
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

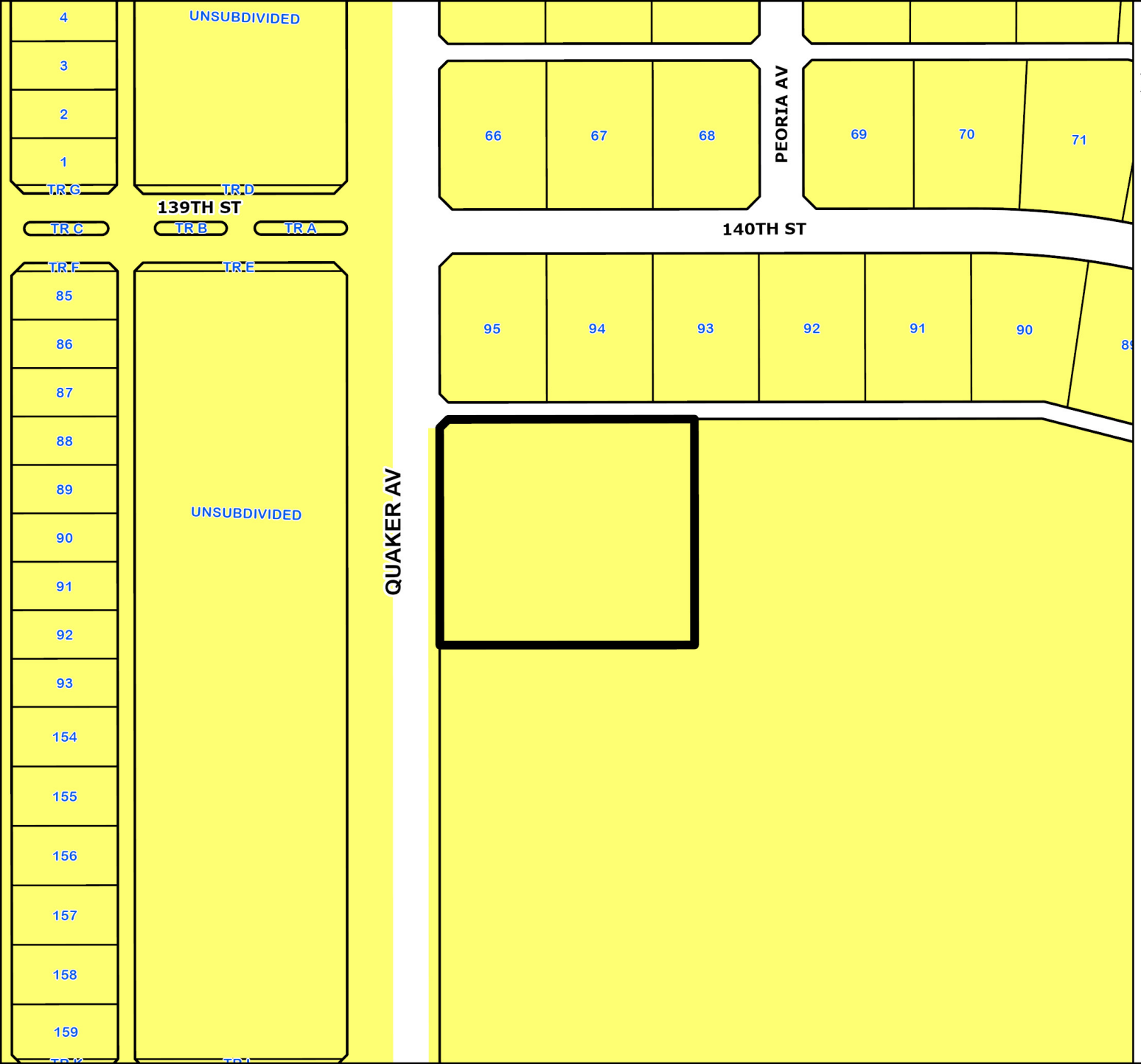
N
W E
S

Date Exported: July 2021

Case Number 3440




Current Zoning
3440
Zoning Districts
Restricted Local Retail
Garden Office
Single Family Specific Use
Transitional
UNSUBDIVIDED
TR C
TR D
139TH ST
TR C
TR B
TR A
TR F
TR E
UNSUBDIVIDED
Garden Office
Single Family District
QUAKER AV
PEORIA AV
140TH ST
Single Family District
From GO to C-2A
Restricted Local Retail District
N
0 50 100 200
Feet
City of Lubbock TEXAS
Date Exported: July 2021



Future Land Use Plan
Case 3440

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 50 100 200 Feet

City of Lubbock TEXAS

Date Exported: July 2021

3440

View of subject property. View east.

View of adjacent property. View north.

View of adjacent properties. View west.

View of adjacent property. View south.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 140th and Quaker

Lots/Tracts: BLK AK SEC 4 AB 746 TR 1 E3 & 1G AC:1.8291

Survey & Abstract: Plat of 1.829 Acre of land Section 4, Block AK, E.L.&R.R Co. Survey A-746

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 1.829

Existing Land Use: Raw Land Existing Zoning: GO

Requested Zoning: C-2A

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

Representative/Agent Information (if different from owner)

Firm Name: Western Bank

Name: Dan Odom

Address: 1617 Broadway City: Lubbock State: Tx

ZIP Code: 79401 Telephone: 806-798-9700 Email: dodom@westernbank.com

Applicant's Signature: D Odom, CEO

Date: June 18, 2021 Printed Name: Daniel L. Odom

Owner Information

Firm Name:

Owner: TCS Parents Group LTD

Address: 4415 66th Street City: Lubbock State: Tx

ZIP Code: 79414-4809 Telephone: Email:

Property Owner's Signature:

Date: 6/18/21 Printed Name: Josh Allen

Preparer Information

Preparer's Signature: D Odom

Date: June 18, 2021 Printed Name: Daniel L. Odom

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 **8. 21.**

Meeting Date: 09/14/2021

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-O0124, for Zone Case 3441, a request of AMD Engineering, LLC for DSE Development, Ltd., for a zone change from Transition District (T) and Industrial Park District (IDP) to Two-Family District (R-2), Restricted Local Retail District (C-2A), and General Retail District (C-3) with a Specific Use for a self-storage facility, at 4402 Upland Avenue, located east of Upland Avenue and north of 50th Street, on 33.38 acres of unplatted land out of Block AK, Section 38.

Item Summary

On August 24, 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 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

Attachments

Ordinance 3441
Staff Report 3441
Documentation 3441

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. 3441; A ZONING CHANGE FROM T TO R-2, C-2A AND C-3 SPECIFIC USE FOR A SELF-STORAGE FACILITY, AT 4402 UPLAND AVENUE, LOCATED EAST OF UPLAND AVENUE AND NORTH OF 50TH STREET, ON 33.38 ACRES OF UNPLATTED LAND OUT OF BLOCK AK SECTION 38, 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. 3441

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 **R-2, C-2A and C-3 Specific Use** for **a Self-Storage Facility** zoning district at **4402 Upland Avenue, located east of Upland Avenue and north of 50th Street, on 33.38 acres of unplatted land out of Block AK Section 38,** City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **R-2, C-2A and T** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **4402 Upland Avenue, located east of Upland Avenue and north of 50th Street, on 33.38 acres of unplatted land out of Block AK Section 38**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bryan Isham, Director of Planning

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

vw/CityAtt/Kelli/Zones/ZC3441
July 29, 2021

Rezone to R-2

METES AND BOUNDS DESCRIPTION of a 25.92 acre (1,129,020 SF) tract of land located in Section 38, Block AK, City of Lubbock, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point in which bears N 09°35'23" E approximately 2627.22 from the southwest corner of Section 38, Block AK;

THENCE N 19°43'21" E an approximate distance of 733.84 feet;

THENCE N 19°36'03" E an approximate distance of 330.16 feet;

THENCE S 70°16'39" E an approximate distance of 1061.70 feet;

THENCE S 19°43'21" W an approximate distance of 1064.00 feet;

THENCE N 70°16'39" W an approximate distance of 1061.00 feet to the Point of Begginning and containing approximately 25.92 acres, including any Right of Way.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Rezone to C-2A

METES AND BOUNDS DESCRIPTION of a 3.42 acre (148,902 SF) tract of land located in Section 38, Block AK, City of Lubbock, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point in which bears N 02°53'05" E approximately 3094.43 feet from the southeast corner of Section 38, Block AK;

THENCE S 70°17'09" E an approximate distance of 434.13 feet;

THENCE S 19°43'21" W an approximate distance of 379.59 feet;

THENCE N 80°46'33" W an approximate distance of 300.54 feet;

THENCE N 01°51'59" W an approximate distance of 452.07 feet to the Point of Begginning and containing approximately 3.42 acres.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Rezone to C-3 Specific Use-Storage

METES AND BOUNDS DESCRIPTION of a 4.04 acre (176,199 SF) tract of land located in Section 38, Block AK, City of Lubbock, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point in which bears N 02°53'05" E approximately 3094.43 feet from the southeast corner of Section 38, Block AK;

THENCE S 70°17'09" E an approximate distance of 434.13 feet;

THENCE N 19°43'21" E an approximate distance of 358.25 feet;

THENCE N 70°17'09" W an approximate distance of 549.53 feet;

THENCE S 01°51'59" E an approximate distance of 376.36 feet to the Point of Begginning and containing approximately 4.04 acres.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for: Jewell Davis
July 1, 2021

Planning Department
City of Lubbock

Staff Report	Zone Case 3441
City Council Meeting	August 24, 2021

Applicant AMD Engineering, LLC

Property Owner DSE Development, Ltd

Council District 5

Recommendations
- Staff recommends Approval.

Prior Board or Council Action
- January 14, 1999: This property was annexed through Ordinance No. 010117 and zoned Transition (T).
- July 29, 2021, Zone Case 3441: The Planning and Zoning Commission recommended approval of a zone change to R-2, C-2A and C-3 Specific Use by a vote of 8-0-0.

Notification Summary
- Notifications Sent: 24
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History
The subject property was annexed in 1999 and has since remained undeveloped.

Adjacent Property Development
The property to the north is zoned Single-Family District (R-1) Specific Use and is developed with homes. The properties to the east, south and west are zoned Transition (T) and remain vacant. The property to the northwest is zoned Industrial Park District (IDP) and is developed with a landscaping company.

Zoning Request and Analysis
Item Summary
The subject property is addressed as 4402 Upland Avenue and is located east of Upland Avenue, on 33.38 acres of unplatted land out of Block AK, Section 38. The applicant requests a zone change from (T) to Two-Family District (R-2), General Retail District (C-3) with a Specific Use for a Self-Storage Facility, and Restricted Local Retail District (C-2A).

Current zoning: **Transition (T)**

Requested zoning: **Two-Family District (R-2), General Retail District (C-3) with a Specific Use for a Self-Storage Facility, and Local Retail District (C-2A)**

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 R-2 zoning is, "…to promote stable, quality residential development of slightly increased densities and multiple occupancy. This district may include entire neighborhoods or when used in

accordance with the intent of the comprehensive plan, may provide a "buffer" district between low-density and high-density or non-residential districts.

The intent of the proposed C-3 zoning is "…to provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such as state or federal highways. Because of the commercial nature of the permitted uses, compatibility with adjacent residential areas should be considered.

The intent of the proposed C-2A zoning is "…to provide limited local retail and service commercial uses which serve one or several neighborhoods. Such districts may be located on existing shallow commercial centers adjacent to thoroughfares.

The intent of the proposed Specific Use is "…to provide for design and land use flexibility in the various districts. This district provides for variations in the land use standards within the zoning ordinance, provided the intent, principles, and innovations of modern urban planning and design are used."

Traffic Network/Infrastructure Impacts
The proposed rezoning location will be along Upland Avenue, which is designated as a Minor Arterial by the Master Thoroughfare Plan, 2018. Minor Arterial streets provide connectivity across the transportation network, so best practices are to consider all modes on these streets. Arterials are continuous routes whose function is to serve high volume needs of local traffic and regional traffic.

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 residential and commercial development.

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 and notes that land uses in these areas can take numerous forms depending on context. The level of intensity of uses in the R-2, C-3, and C-2A districts is appropriate for this area. The Future Land Use Plan designates the surrounding properties for Residential Low Density and Commercial use. The R-2 zoning is consistent with the Future Land Use Plan. Although the C-3 and C-2A zoning are not consistent, they are appropriate next to the established commercial use at the northwest corner of the property and along a Minor Arterial.

Conformance with Zoning Ordinance
The proposed zoning and Specific Use request is in conformance with the zoning ordinance and is appropriate adjacent to other residential and commercial uses that are already established.

Suitability of Property for Allowed Uses
The property is suitable for the proposed uses and will not need additional public improvements to support a Self-Storage Facility or the intensity of uses described in the R-2, C-3, and C-2A zoning districts.

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

Kristen Sager
Planning and Zoning Manager

Planning Department
806-775-2107
ashleyvasquez@mylubbock.us

Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3441

Allowable Uses: Two-Family District (R-2) General Retail District (C-3)

Restricted Local Retail District (C-2A)

Transportation: The proposed development has point of access from Upland Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Upland Avenue, *Partial Minor Arterial, Not Completed*	R.O.W. 80 feet, two-lane, undivided, paved	R.O.W. 100 feet, five-lane, undivided, paved

Engineering Comments: Ok, but no water or sewer in the general vicinity.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.13 **Case 3441:** AMD Engineering, LLC for DSE Development, Ltd.

Request for a zone change from Transition District (T) and Industrial Park District (IDP) to Two-Family District (R-2), Restricted Local Retail District (C-2A), and General Retail District (C-3) with a Specific Use for a self-storage facility, at:

- 4402 Upland Avenue, located east of Upland Avenue and north of 50th Street, on 33.38 acres of unplatted land out of Block AK Section 38.

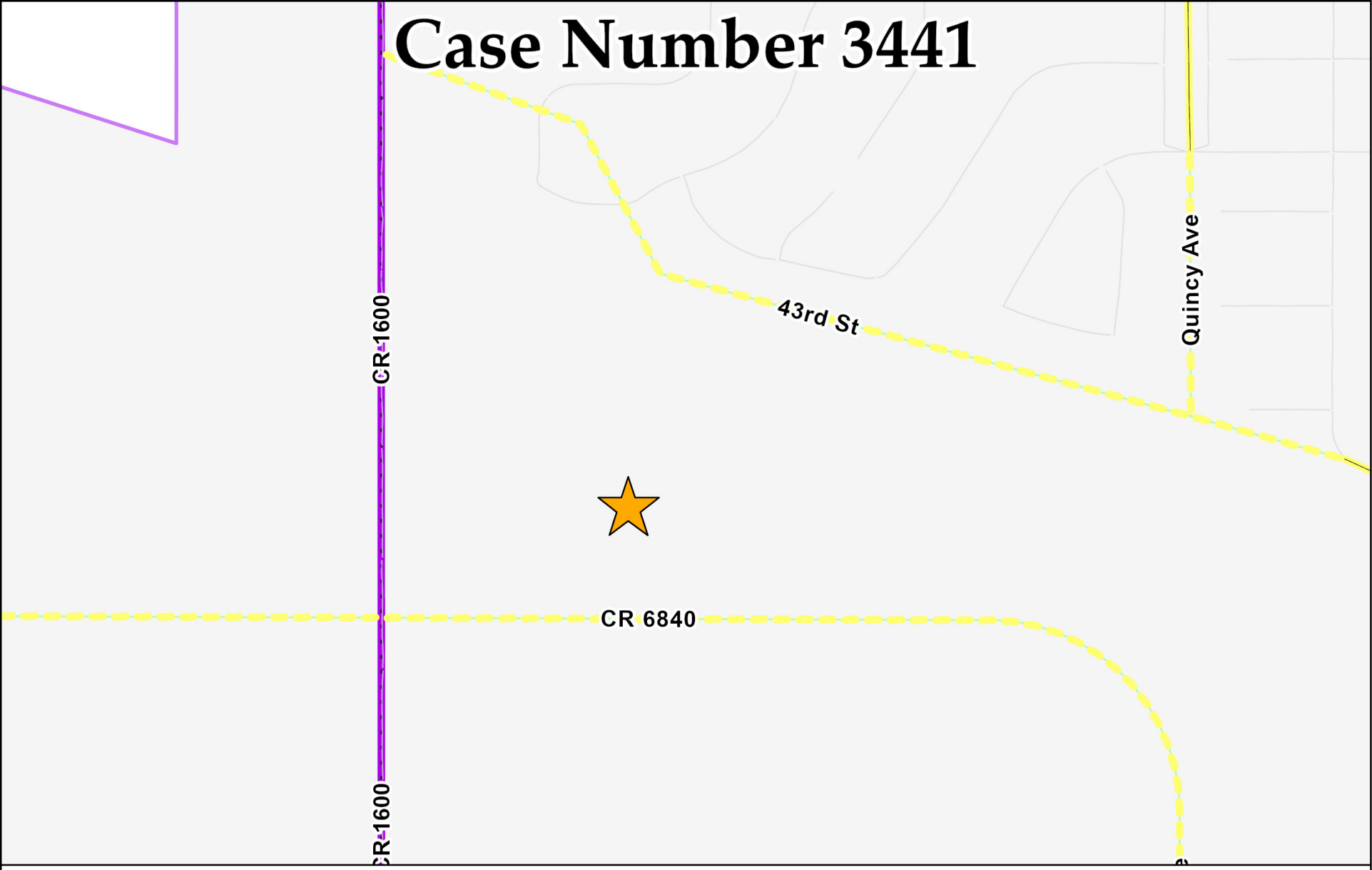
PLANNER ASHLEY VASQUEZ stated there were twenty-four notifications sent out. There have been zero (0) returned. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

REPRESENTATIVE CORY DULIN 6515 68th Street, with AMD Engineering stated he is representing Dr. Jewel Davis, who is working with Frenship ISD on their new high school. Mr. Dulin stated the potential buyer wanted C-3 zoning.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 3441** a motion was made by **JAMES BELL** and seconded by **SUSAN TOMLISON** to approve as presented by staff. The Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.

Case Number 3441



Collector
- Completed
- Partial
- Future

Minor Arterial
- Completed
- Partial
- Future

Modified Arterial
- Partial
- Future

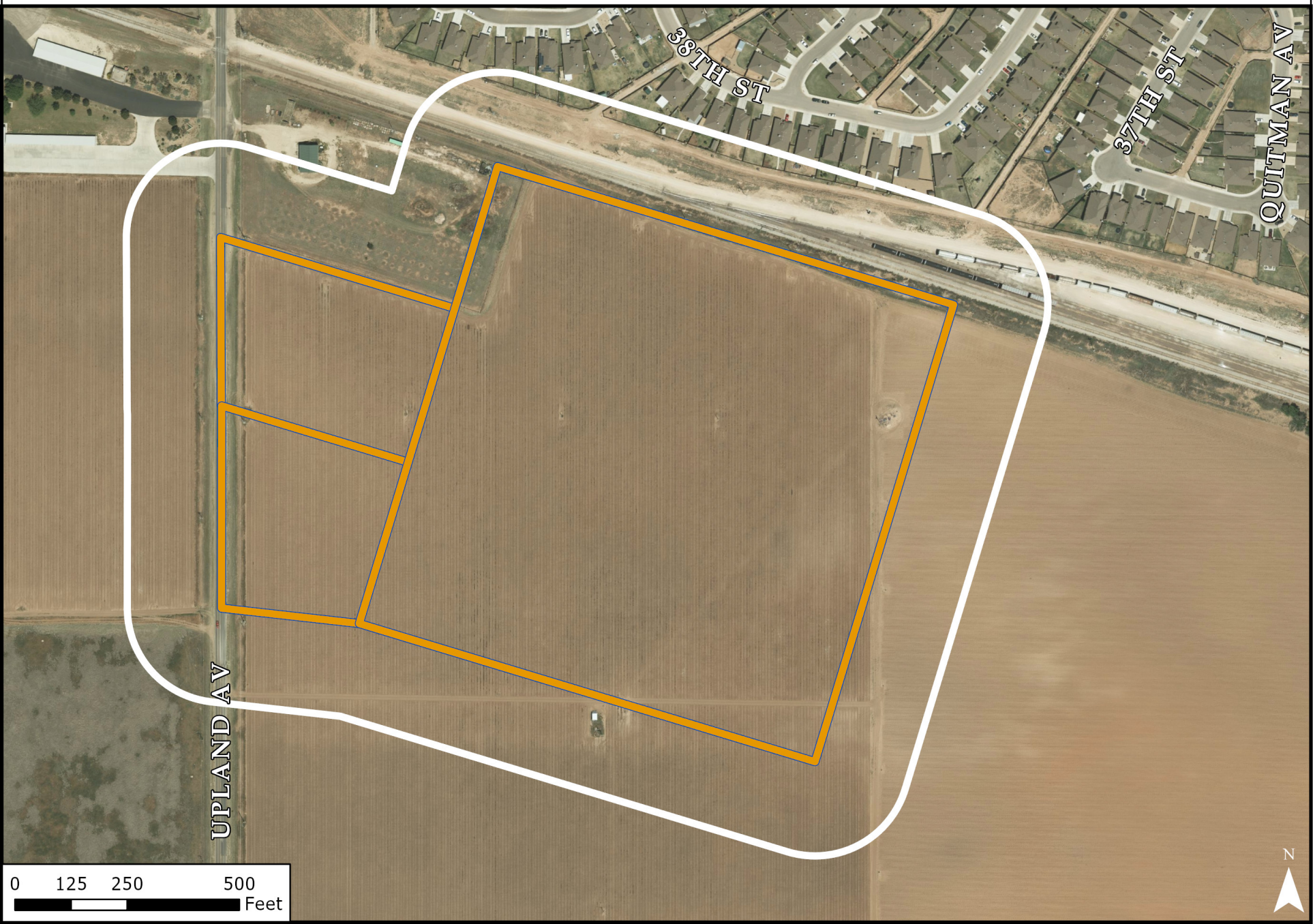
Principal Arterial
- Completed
- Partial
- Future

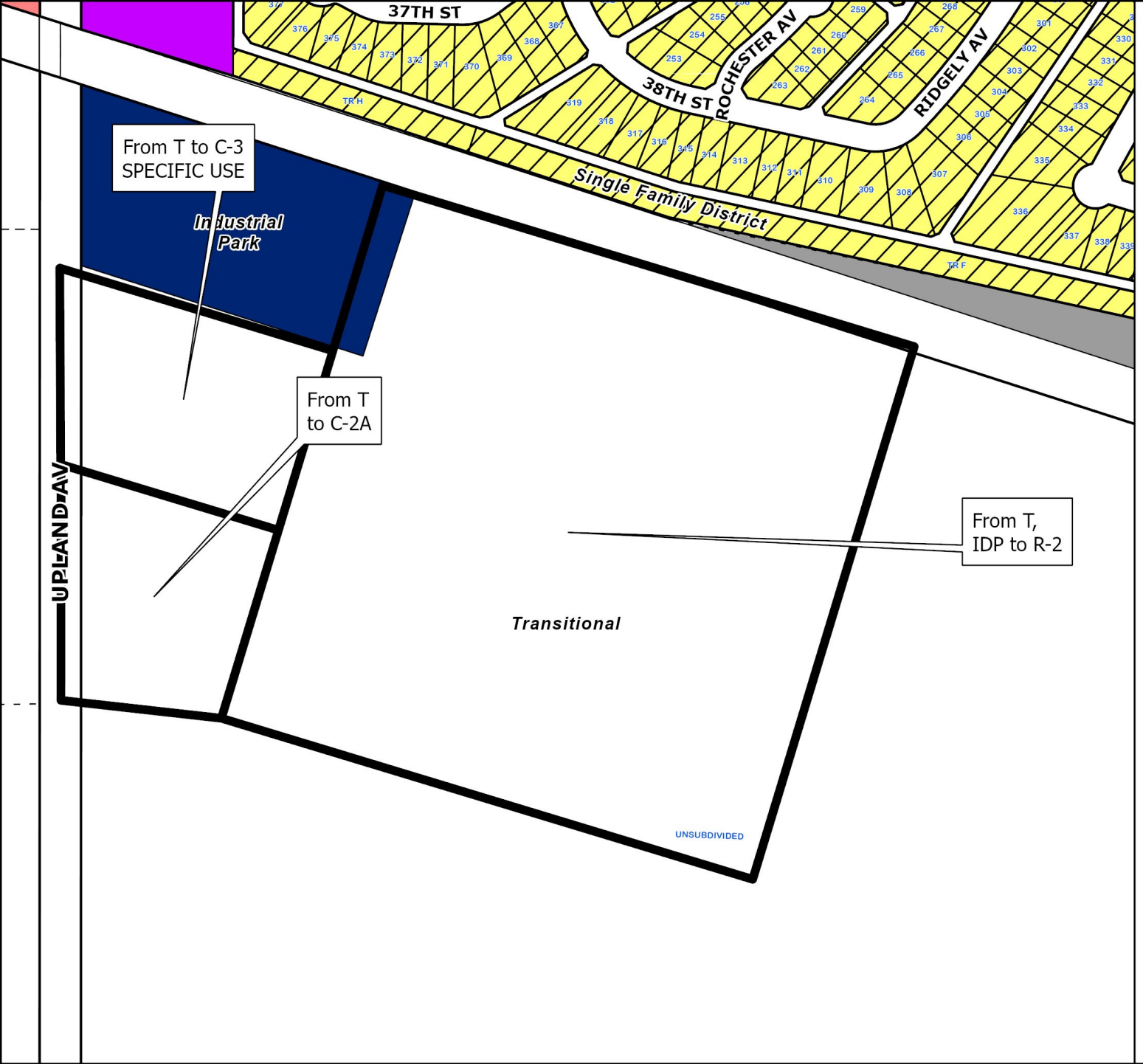
Freeway
- Completed
- Partial
- Proposed Outer Loop

N
W E
S

Date Exported: July 2021

Case Number 3441





Current Zoning
3441

Zoning Districts

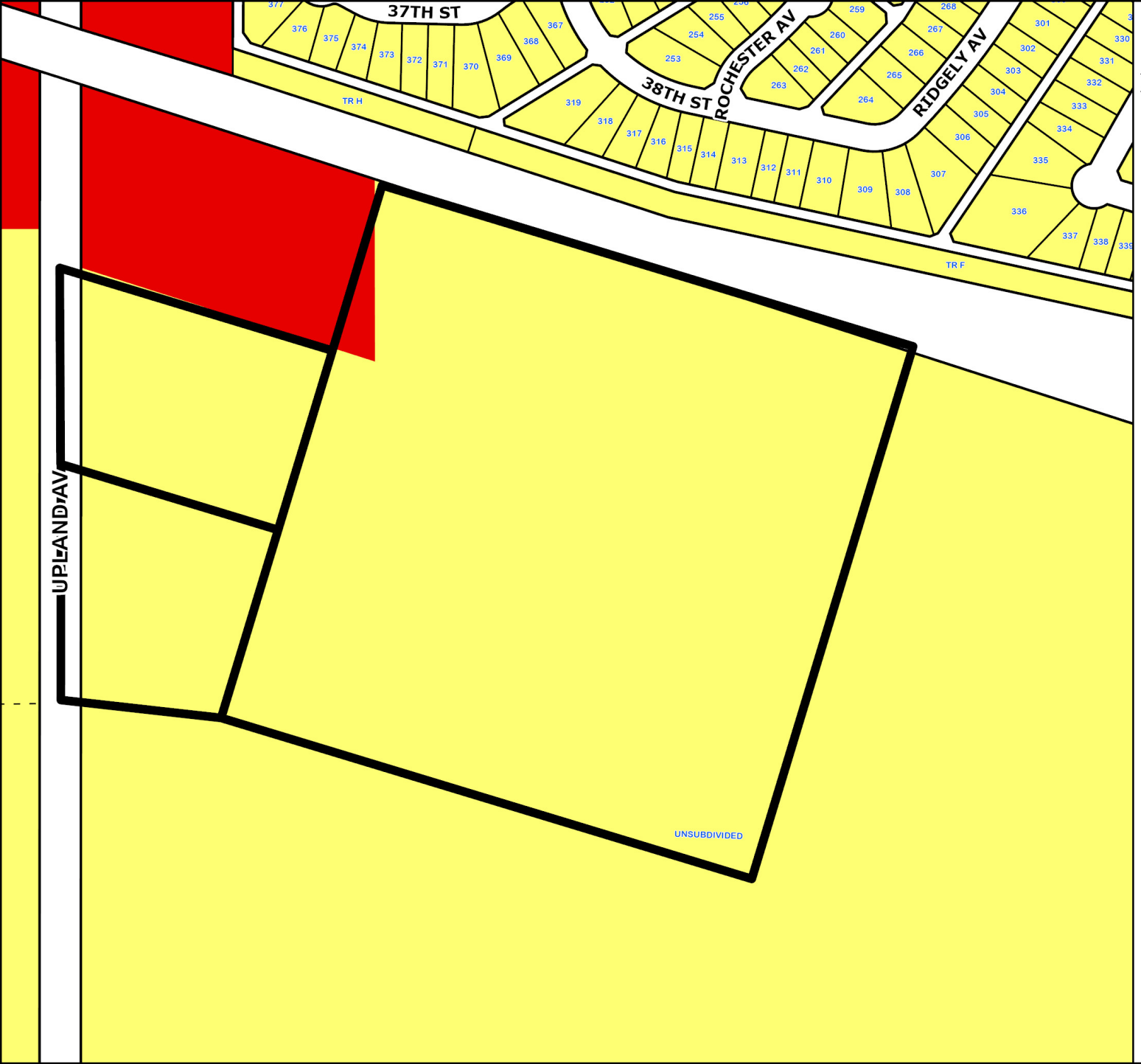
- General Retail
- Industrial Park
- Interstate Highway Commercial
- Heavy Manufacturing
- Single Family Specific Use
- Transitional

N

0 100 200 400 Feet

City of Lubbock TEXAS

Date Exported: July 2021



Future Land Use Plan
Case 3441

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 100 200 400 Feet

City of Lubbock TEXAS

Date Exported: July 2021

3441

Subject property view to the east.

View to the west.

View to the south.

View to the north.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 4402 UPLAND AVE

Lots/Tracts: Lots 1-154 and Tracts "C" and "D", Frenship East

Survey & Abstract: Section 38, Block AK

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 33.38

Existing Land Use: Undeveloped Existing Zoning: TRANSITIONAL

Requested Zoning: R-2 (25.92 acres), C-2A (3.42 acres), & C-3 SPECIFIC USE-STORAGE (4.04 acres)

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: Nathin Flemins

Address: 6515 68th Street, Suite 300 City: Lubbock State: TX

ZIP Code: 79424 Telephone: (806) 771-5976 Email: nflemins@amdeng.com

Applicant's Signature:

Date: 7/1/2021 Printed Name: Nathin Flemins

Owner Information

Firm Name: DSE Development, Ltd

Owner: Jewell Davis

Address: PO Box 64446 City: Lubbock State: TX

ZIP Code: 76464 Telephone: Email: wjewelldavis@gmail.com

Property Owner's Signature:

Date: 7/1/2021 Printed Name: Jewell Davis

Preparer Information

Preparer's Signature:

Date: 7/1/2021 Printed Name: Nathin Flemins

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

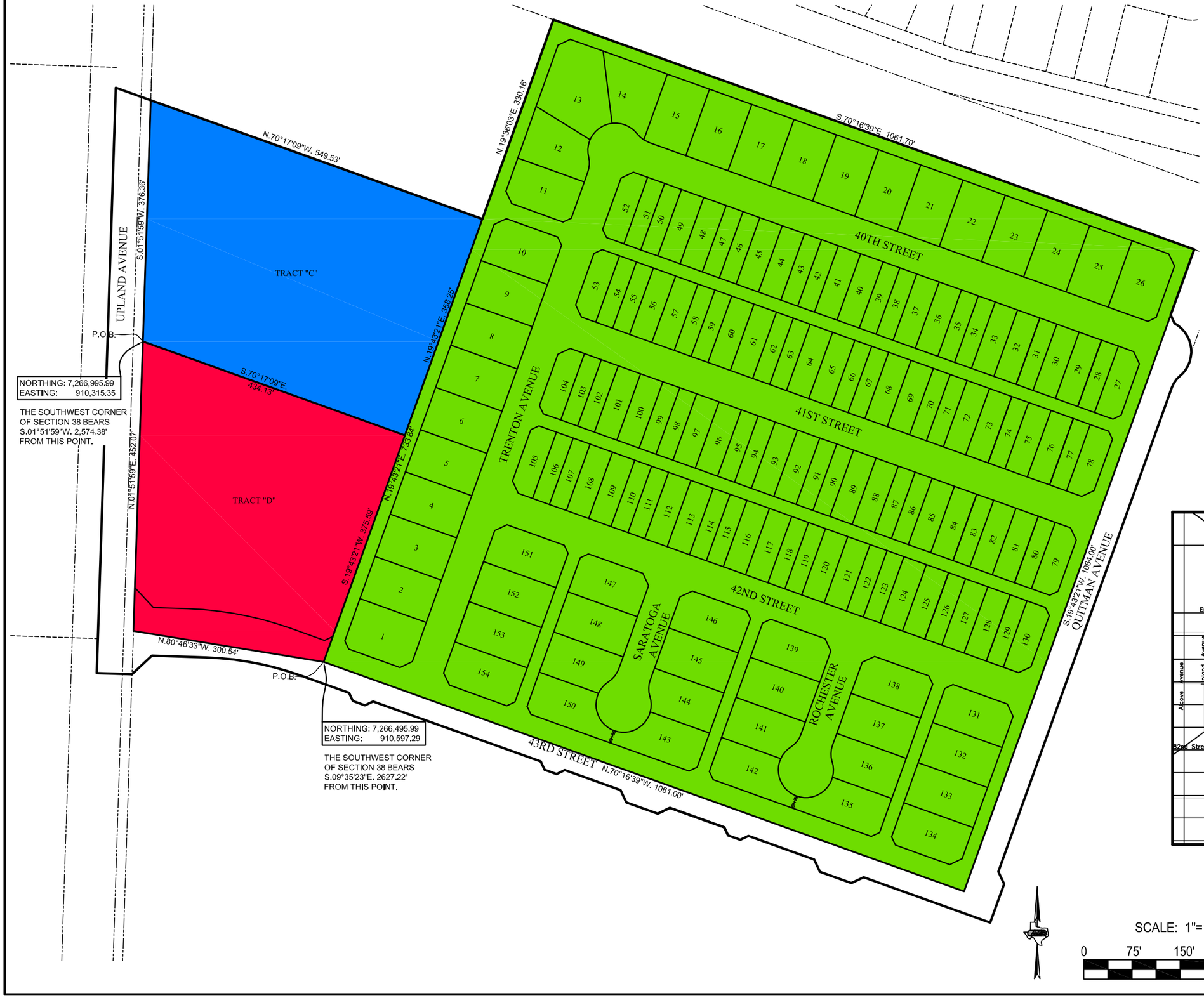
Lots: Blocks:

Addition:

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

ZONE CHANGE APPLICATION EXHIBIT

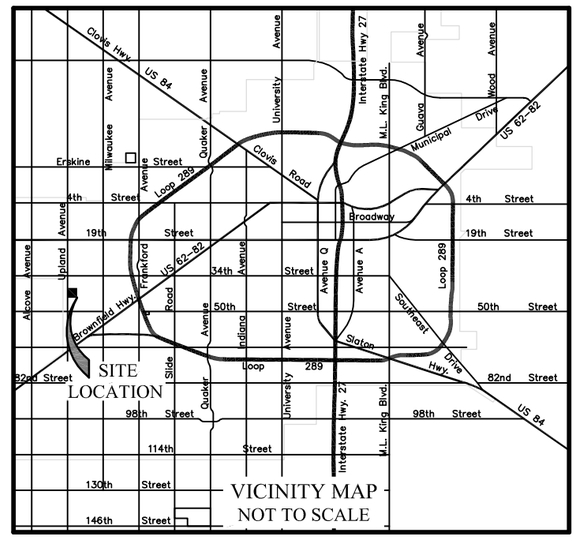
to the City of Lubbock,
Lubbock County, Texas



NOTES:

SCALE: 1" = 150'

- ZONING REQUEST R-2 FROM TRANSITIONAL (3.64 ACRES)
- ZONING REQUEST C-3 SPECIFIC USE FROM TRANSITIONAL (3.59 ACRES)
- ZONING REQUEST C-2A FROM TRANSITIONAL (3.59 ACRES)



SCALE: 1"=150'

0 75' 150' 300'

AMD

CIVIL ENGINEERING
LAND SURVEYING

AMD Engineering, LLC
6515 68th Street, Suite 300
Lubbock, TX 79424

Phone: 806-771-5976
Fax: 806-771-7625
TBPE Reg. # F-9197

Accuracy - Efficiency - Integrity

Regular City Council Meeting **8. 22.**

Meeting Date: 09/14/2021

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-O0125, for Zone Case 3442, a request of Hodges Architecture for Covenant Health System, for a zone change from Transition District (T) and Interstate Highway Commercial District (IHC) to Interstate Highway Commercial District (IHC) with a Planned Development District (PD), generally located north of 82nd Street and east of Marsha Sharp Freeway, on 47.6 acres of unplatted land out of Block AK, Section 31.

Item Summary

On August 24, 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 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

Attachments

Ordinance 3442
Staff Report 3442
Documentation 3442

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. 3442; A ZONING CHANGE FROM T AND IHC TO IHC WITH A PD ZONING DISTRICT GENERALLY LOCATED NORTH OF 82ND STREET AND EAST OF MARSHA SHARP FREEWAY, ON 47.6 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 31, 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. 3442

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 and IHC** to **IHC with a PD** zoning district **generally located north of 82nd Street and east of Marsha Sharp Freeway, on 47.6 acres of unplatted land out of Block AK, Section 31,** 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/ZC3442
July 29, 2021

Tracts A, B, and C, West Ridge Commerical Park, and Addition the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 4845, Page 45. Real Property Records of Lubbock County, Texas, and a 65.769 acre tract of land located in Section 31, Block AK, Lubbock County, Texas. said 65.769 acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap found in the West right-of-way line of Wausau Avenue at the Southeast corner of said Tract B, and the Northeast corner of this tract which bears S. 89°59'47" E. a distance of 2603.75 feet and N. 00°01'01" E. a distance of 1701.83 feet from the Southwest corner of Section 31, Block AK, Lubbock County, Texas;

THENCE S. 00°01'01" W., along the West right-of-way line of said Wausau Avenue, a distance of 1371.83 feet to a 1/2" iron rod with cap set for a corner of this tract;

THENCE N. 89°59'47" W. a distance of 550.06 feet to a 1/2" iron rod with cap set for a corner of this tract;

THENCE S. 00°00'13" W. a distance of 275.00 feet to a 1/2" iron rod with cap set in the North right-of-way line of 82nd Street for the Southeast corner of this tract;

THENCE N. 89°59'47" W., along the North right-of-way line of said 82nd Street, a distance of 1240.87 feet to a 1/2" iron rod with cap set for the Southwest corner of this tract;

THENCE N. 00°00'13" E. a distance of 275.00 feet to a 1/2" iron rod with cap set for a corner of this tract;

THENCE N. 89°59'47" W. a distance of 550.00 feet to a 1/2" iron rod with cap set for a corner of this tract;

THENCE S. 00°02'26" W. distance of 16.09 feet to a 1/2" iron rod with cap found at the Northeast corner of Tract A, Ampride Addition, to the City of Lubbock, Lubbock County, Texas recorded in Volume 8817, Page 155 Real Property Records of Lubbock County, Texas, at corner of this tract;

THENCE N. 89°59'55" W., along the North line of said Tract A, Amride Addition, a distance 222.03 feet to a 1/2" iron rod with cap set in the Southeasterly right-of-way line of U.S. Hightway 62-82 for a corner of this tract;

THENCE Northeasterly, along the Southeasterly right-of-way line of said U.S. Hightway 62-82, around a curve to the right, said curve having a radius of 80.00 feet, a central angle of 13°55'48" and a chord distance of 19.40 feet to a 5/8" iron rod found at a point of curvature;

THENCE Northeasterly, continuing along the Southeasterly right-of-way line of said U S. Hightway 62-82, around a curve to the right, said curve having a radius of 5741.58 feet, a central angle of 01°52'03" and a chord distance of 187.13 feet to a 5/8" iron rod found at a point of intersection;

THENCE N. 42°00'50" E., continuing along the Southeasterly right-of-way line of U.S. Hightway 62-82, a distance of 440.73 feet to a 5/8" iron rod found at a corner of this tract;

THENCE N. 53°56'17" E., continuing along the Southeasterly right-of-way line of U.S. Hightway 62-82, a distance of 1975.05 feet to a 1/2" iron rod with cap found at the most Southwesterly corner of said Tract C, West Ridge Commercial Park, at a corner of this tract;

THENCE S. 36°04'00" E., along the South line of said Tract C, a distance of 315.07 feet to a 1/2" iron rod with cap found at the Southeast corner of said Tract C and the Southwest corner of said Tract B, West Ridge Commercial Park, at a corner of this tract,

THENCE S. 89°58'59" E., along the South line of said Tract B, a distance of 347.18 feet to the Point of Beginning

SAVE AND EXCEPT THE FOLLOWING TRACT OF LAND

BEING a 25.0254 acre (1,090,106 square foot) tract of land situated in the Georgetown R.R. Co. Survey, Abstract No. 243, Block AK, Section 31, City of Lubbock, Lubbock County, Texas said tract being all of Tract A, B & C, West Ridge Commercial Park, an addition to the City of Lubbock according to the plat filed in Volume 4845, Page 45, of the Deed Records of Lubbock County, Texas; said tract also being part of that tract of land described in Special Warranty Deed to Covenant Health System recorded in Instrument No. 2006023923, of the Official Public Records of Lubbock County, Texas; said tract being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for corner at the east end of a right-of-way corner clip at the intersection of the southeast right-of-way line of US Highway No. 82 (a variable width right-of-way) and the west right-of-way line of Wausau Avenue (an 80-foot wide right-of-way);

THENCE South 1°49'04" West, along the said west line of Wausau Avenue, a distance of 1,409.01 feet to a point for corner; from said point a 1/2-inch iron rod with "HUGO REED" cap found for the most easterly southeast corner of said Covenant Health System tract bears South 1°49'04" West, a distance of 576.14 feet;

THENCE North 88°10'53" West, departing the said west line of Wausau Avenue, a distance of 797.27 feet to a point for corner;

THENCE North 34°15'37" West, a distance of 693.09 feet to a point for corner in the said southeast line of US Highway No. 82; from said point a 1/2-inch iron rod found in the said southeast line of US Highway No. 82 bears South 55°44'20" West, a distance of 1,142.74 feet;

THENCE North 55°44'20" East, along the said southeast line of US Highway No, 82, at a distance of 832.31 feet passing a 1/2-inch iron rod found for the west corner of said Tract C and continuing in all a total distance of 1,461.99 feet to a point for corner at the beginning of a tangent curve to the right; said point being the west end of said right-of-way corner clip; from said point a 3/4-inch iron rod found bears South 40°51'17" East, a distance of 1.05 feet;

THENCE in a southeasterly direction, with the south line of said right-of-way corner clip and said curve to the right, having a central angle of 126°04'43", a radius of 15.00 feet, an arc length of 33.01 feet and a long chord bearing and distance of South 61°13'18" East, 26.74 feet to the POINT OF BEGINNING and containing 25.0254 acres or 1,090,106 square feet of land, more or less.

Staff Report	Zone Case 3442
City Council Meeting	August 24, 2021

Applicant Hodges Architecture

Property Owner Covenant Health System

Council District 5

Recommendations

- Staff recommends APPROVAL of this request.

Prior Board or Council Action

- January 14, 1999: Ordinance No. 10117. The property was annexed through Ordinance No. 10117 and zoned Transition (T).
- June 8, 2000: Ordinance No. 29. Zone Case 2882. A portion of the property was rezoned from Transition (T) to Interstate Highway Commercial (IHC).
- July 29, 2021: The Planning and Zoning Commission recommended approval of a zone case change to Interstate Highway Commercial (IHC) Planned Development District (PD) by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 25
- Received In Favor: 2
- Received In Opposition: 0

Site Conditions and History

The subject property is vacant and has remained undeveloped since annexation.

Adjacent Property Development

The properties to the south of the subject property across 82nd Street are developed with a mixture of commercial uses and are zoned IHC. To the northeast is the Grace Surgical Hospital zoned IHC Specific Use. To the east is a single-family neighborhood zoned T. To the west is Marsha Sharp Freeway and Wolfforth city limits.

Zoning Request and Analysis

Item Summary

The subject property is generally located north of 82nd Street and southeast of Marsha Sharp Freeway. The applicant requests a zone change from Transition District (T) and Interstate Highway Commercial District (IHC) to a base zoning of Interstate Highway Commercial District (IHC) with a Planned Development District (PD) on 38.2026 acres of unplatted land out of Block AK, Section 31. The intent of the request is to construct a medically-anchored, mixed use development that will include an open air park, entertainment, retail, medical office buildings, and multi-family uses.

Current zoning: **Transition (T) and Interstate Highway Commercial District (IHC)**

Requested zoning: **Interstate Highway Commercial District (IHC) Planned Development District (PD)**

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 current/requested IHC zoning is, "… to provide for quality commercial office, retail and wholesale uses which serve a city-wide or regional area. Such uses require careful consideration when adjacent to residential areas."

The intent of the requested PD zoning is, "… provide a zoning regulatory process that encourages planning and design, resulting in plans for particular sites that fulfill the goals and objectives of the Comprehensive Plan while allowing for development that could not normally be achieved under conventional zoning regulations. It is the further intent of these regulations to permit development in accordance with such plans for particular sites, provided that the plans are prepared and adopted in accordance with the regulations in this Article.

> (1) Regulatory flexibility. These PD regulations are further intended to permit regulatory flexibility to achieve development that is in accord with the City's Comprehensive Plan; to achieve economy and efficiency in the use of land, natural resources, energy, and in the provision of public services and utilities; to protect and preserve natural resources and natural features; to encourage the creation of useful open space particularly suited to the proposed development and the parcel on which it is located; and to provide appropriate development to satisfy the needs of residents of the City of Lubbock.
>
> (2) Land use compatibility. It is further intended that development permitted pursuant to this Article be laid out so that proposed uses, buildings, and site improvements relate to each other and to adjoining existing uses and to the public realm in such a way that they will be compatible, with no material adverse impact of one use on another.
>
> (3) Redevelopment. It is further intended that these regulations bring about re-use and/or redevelopment of sites where an orderly change of use is determined to be desirable, especially where re-use is restricted because of existing nonconformities, physical development, or the constraints of conventional zoning standards.
>
> (4) Purpose not intended. The PD District shall not be used for the sole purpose of circumventing the zoning regulations, securing an agreement between an applicant and nearby property owners to receive zoning approval, nor to assign responsibility to the City for private deed covenants or restrictions."

Traffic Network/Infrastructure Impacts
The proposed zone change location is along 82nd Street and Marsha Sharp Freeway. 82nd Street is designated as a Principal Arterial. Marsha Sharp Freeway is designated as a Freeway by the Master Thoroughfare Plan, 2018. Both types of roadways are completed and capable of supporting the mixture of uses proposed in this zone change request.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area. The majority of the neighboring properties are developed with commercial uses. There is a single-family residential neighborhood located to the east of the subject property across Wausau Avenue. This residential neighborhood will not be directly adjacent to commercial because the most eastern portion of the proposed Planned Development is intended for multi-family/townhome uses, which will provide a buffer between the commercial uses and Wausau Avenue.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The 2040 Comprehensive Plan notes that mixed-use development, more entertainment options, as well as more greenspace and outdoor activity are some of the most common things that citizens suggested for future development in Lubbock. Citizens also state that medical-related growth is the greatest opportunity for Lubbock's economic growth (pgs. 36-37). This zone change could help to achieve several visions and goals from the 2040 Comprehensive Plan.

Conformance with Zoning Ordinance

The proposed zone change is in conformance with the zoning ordinance and the proposed zoning district and PD are appropriate in this location. See Exhibit A for the deviations being requested from the Code of Ordinances in the proposed Planned Development District (PD).

Suitability of Property for Allowed Uses
The property is suitable for the proposed use and may potentially require additional public improvements due to the fact that it is currently vacant undeveloped land.

Attachments

A. Case Information
B. Thoroughfare Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and supporting documentation
I. Notification Replies

Staff Contacts

Bailey Shillings
Planner
Planning Department
806-775-3147
bshillings@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Exhibit A

V. Proposed Deviations from Base Zoning District [*see zoning conditions attached on following page*]

July 1, 2021

Marsha Sharp and 82nd Street
Lubbock, Texas

Zoning Conditions

Except as amended by this Ordinance, the development of the Property must comply with the requirements of the City's Comprehensive Zoning Ordinance in effect on the original date of this Planned Development. If there is a conflict between the provisions of this Ordinance and those of the City Comprehensive Zoning Ordinance, then this Ordinance controls.

Article 40.03
Division 25 – Interstate Highway Commercial Throughout

A. Section 2843 – Add Uses – all allowed by right (not conditional uses).
   1. Retail, cinema/theatre, amusement (indoor and outdoor), alcohol sales, restaurant (sit down, drive thru, and pick up) with outdoor patio allowed, school/college, medical.
   2. Residential uses – allow uses permitted in A-2 District.
   3. Justification – This is a mixed-use development which will accommodate multiple complimentary uses, which will relate to the City's Comprehensive Plan by accommodating Lubbock's growth and adhering to Lubbock's support of a high quality of life along with amenities.

B. Section 2842
   1. Accessory pass out windows and pick up/delivery to customers are allowed at restaurant, retail, service, and medical uses.
   2. Justification – COVID 19 and emerging market conditions have led to more reliance on drive-through and pick up windows.

C. Section 2845
   1. Front yard setback – 20'.
   2. All setbacks are from public R.O.W., not drives or access easements.
   3. Justification – Proper front set back is needed for all types of mixed-use development. Buildings are allowed to relate more closely to the R.O.W.

D. Section 2850
   1. Maximum height – 75'. Penthouses, parapets, towers, steeples, flagpoles, chimneys or other similar structures may be above the height limit.
   2. Buildings in excess of 40' height do not require additional yard setback.
   3. Justification- Additional height coverage needed for the multifamily, office, and hospitality uses.

E. Section 2858
   1. Roofs – pre-finish, standing seam or similar metal roofing, or metal shingles are allowed. Dimensional/shadow line composition shingles (with minimum 30 year warranty), slate, clay or concrete tile are also allowed for roofs.
   2. Justification – These are the standard roofing materials the Architectural team has been using for various developments throughout Texas to provide high quality roofing materials.

F. Section 2855
   1. Minimum 10% of all lots to be landscaped. The 10% may include plazas, common greens, pools, trails, drainage or detention areas.

2. Minimum 30% of required landscaping between building and front or side property lines if buildings are set back more than 25' from the property line at the street R.O.W. This provision is subject to modification based upon site layout.
3. Justification – This is to ensure overall aesthetic cohesion throughout the Development as it pertains to landscaping and to assure that the Development maintains a certain amount of natural appeal, while providing flexibility in the layout.

G. Section 2852
   1. Parking – C-2A.
      a. Commercial (retail, restaurant, entertainment, hospitality, medical, etc.) – required parking for all buildings or areas that make up the Development other than multifamily and freestanding outparcel restaurants will be 1/200 sq. ft.
      b. Freestanding Outparcel Restaurants required parking will be 1/150 sq. ft., whether serve alcohol or not. No parking required for outdoor patio, unless greater than 250 sq. ft., then parking required will be 1/200 sq. ft. of patio area.
      c. Cross access and cross parking will be allowed throughout the entire Development. Each individual site may not provide the parking required, but the entire Development will provide the parking required.
   2. Justification – These requests for parking requirements are based on 30+ years of nation-wide development. The goal is to right-size the parking to ensure there is enough parking to satisfy the patrons of the Development, but not so much as to overtake the Development with an unnecessary use of space and concrete. This allows flexibility in the design and parking arrangement.

H. Multifamily / Townhouse
   1. 671 – A.2 Uses. OK.
   2. 679 – Lot coverage 70%.
   3. 680 – FAR 2:1.
   4. 681
      a. Multifamily height allowed up to 4 stories and 55'.
      b. Townhouse height may be up to 3 stories and 40'.
   5. 682 – Parking.

a. Studio unit or 1 bedroom units 501 to 600 sq. ft.	1.0 space/unit
b. 1 bedroom unit 601 sq. ft. or larger.	1.25 space/unit
c. 2 bedroom units	1.5 space/unit
d. 3 bedroom units	2.0 space/unit
e. 4 bedroom units or more	3.0 spaces/unit
f. Age Restricted Multifamily Development	1 space/unit
g. Townhouse	1.75 space/unit

      h. No additional guest parking is required.
   6. Justification – These requests are based on recent experience with multifamily users in developments across the nation. These requirements are needed to satisfy a multifamily user who develops throughout Texas and the nation.

Article 40.04 – Signs

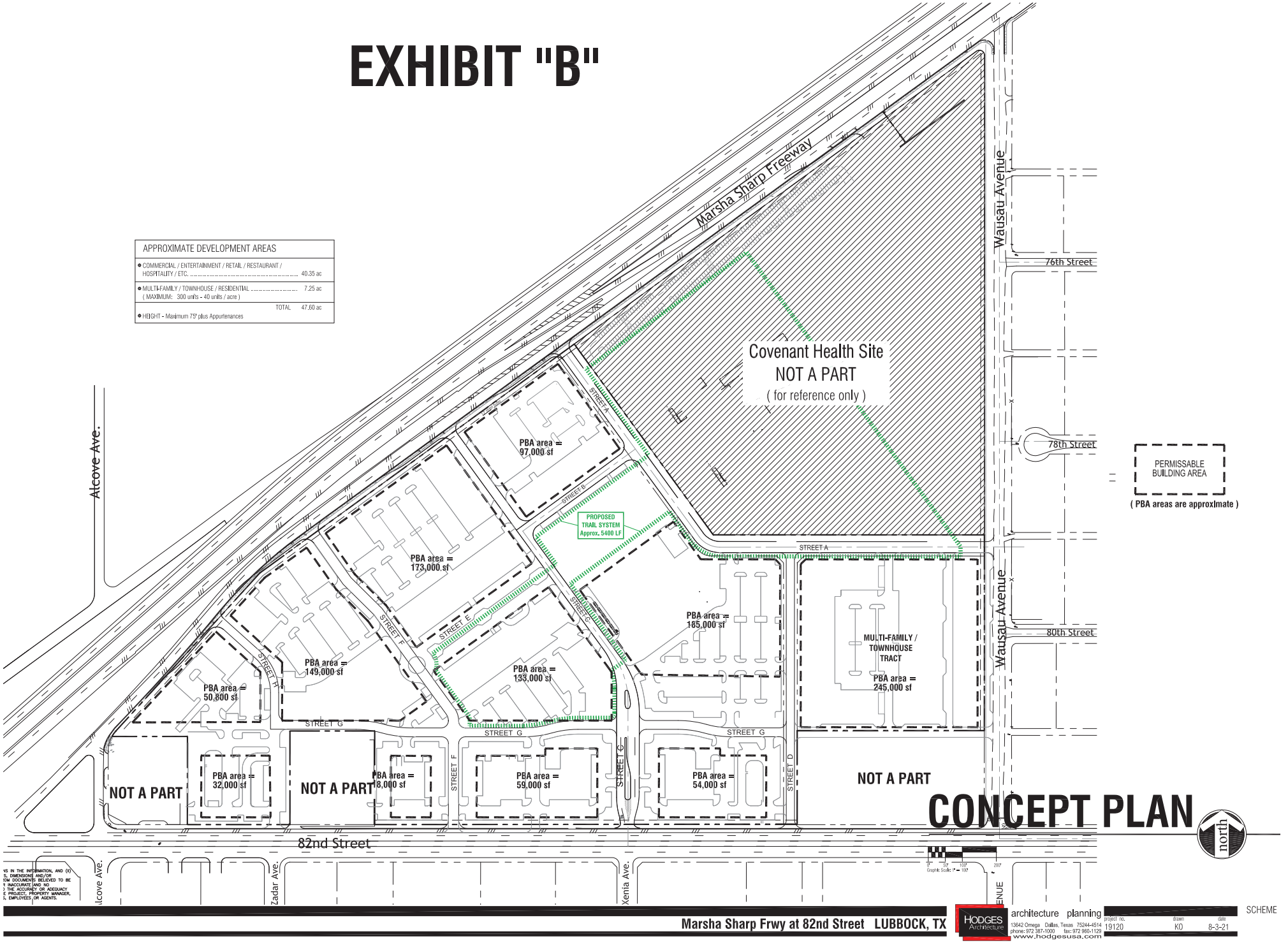
A. Off-site signage for Tenants within the Development are permitted on all signs within the Development.
B. Electronic messaging signs are acceptable on site signs and on building signs for entertainment, hospitality, or retail uses.

C. Signs permitted to be setback of 10’ along Marsha Sharp and 5’ along 82nd Street.
D. Banners, blade signs, and marque signs are allowed on any building. Sandwich/A-Frame Signs are allowed on building sidewalk.
E. Murals and artwork are not considered signs.
F. On-site directional signs (vehicular or pedestrian) are allowed and do not require a permit.
G. Blade signs (under canopy signs) may be up to 12 sq. ft. area.
H. Freestanding site signs will be per the Master Sign Plan.
I. Sign setback from side lot line to be 20’.
J. Site signage per Master Sign Plan.
K. Justification – These requests are to ensure proper identification for businesses. Through the Master Sign Plan, we will approve a cohesive sign program, while complimenting the design theme through the Development.

Special Conditions.

A. Outdoor gathering/common green activities are allowed without special permit.
B. Outdoor performance and outdoor projection theatre are allowed without special permit.
C. Justification – The Park will host outdoor events that are temporary in nature and will be able to be accessed and used by the customers and businesses within the Development and nearby residents. This will further accommodate Lubbock’s growth and adhere to Lubbock’s support of a high quality of living through the enjoyment of outdoor green space.

EXHIBIT "B"



Marsha Sharp Frwy at 82nd Street LUBBOCK, TX

HODGES Architecture architecture planning
13642 Omega Dallas, Texas 75244-4514
phone: 972 387-1000 fax: 972 980-1129
www.hodgesusa.com

project no. 19120 | drawn KO | date 8-3-21 | SCHEME

Case Information: Zone Case 3442

Allowable Uses: [Transition (T)]

[Interstate Highway Commercial (IHC)]

Transportation: The proposed development has points of access from 82nd Street and Marsha Sharp Freeway.

Thoroughfare	Existing	Per Thoroughfare Development Plan
82nd Street *Principal Arterial, Completed*	R.O.W. 110 feet, seven-lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved
Marsha Sharp Freeway *Freeway, Completed*	R.O.W. 325 feet, 8-lane, divided, paved	R.O.W. 325 feet, 8-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

5.14 **Case 3442:** Hodges Architecture for Covenant Health System

Request for a zone change from Transition District (T) and Interstate Highway Commercial District (IHC) to Interstate Highway Commercial District (IHC) with a Planned Development District (PD) at:

- Generally located north of 82nd Street and east of Marsha Sharp Freeway, on 47.6 acres of unplatted land out of Block AK, Section 31.

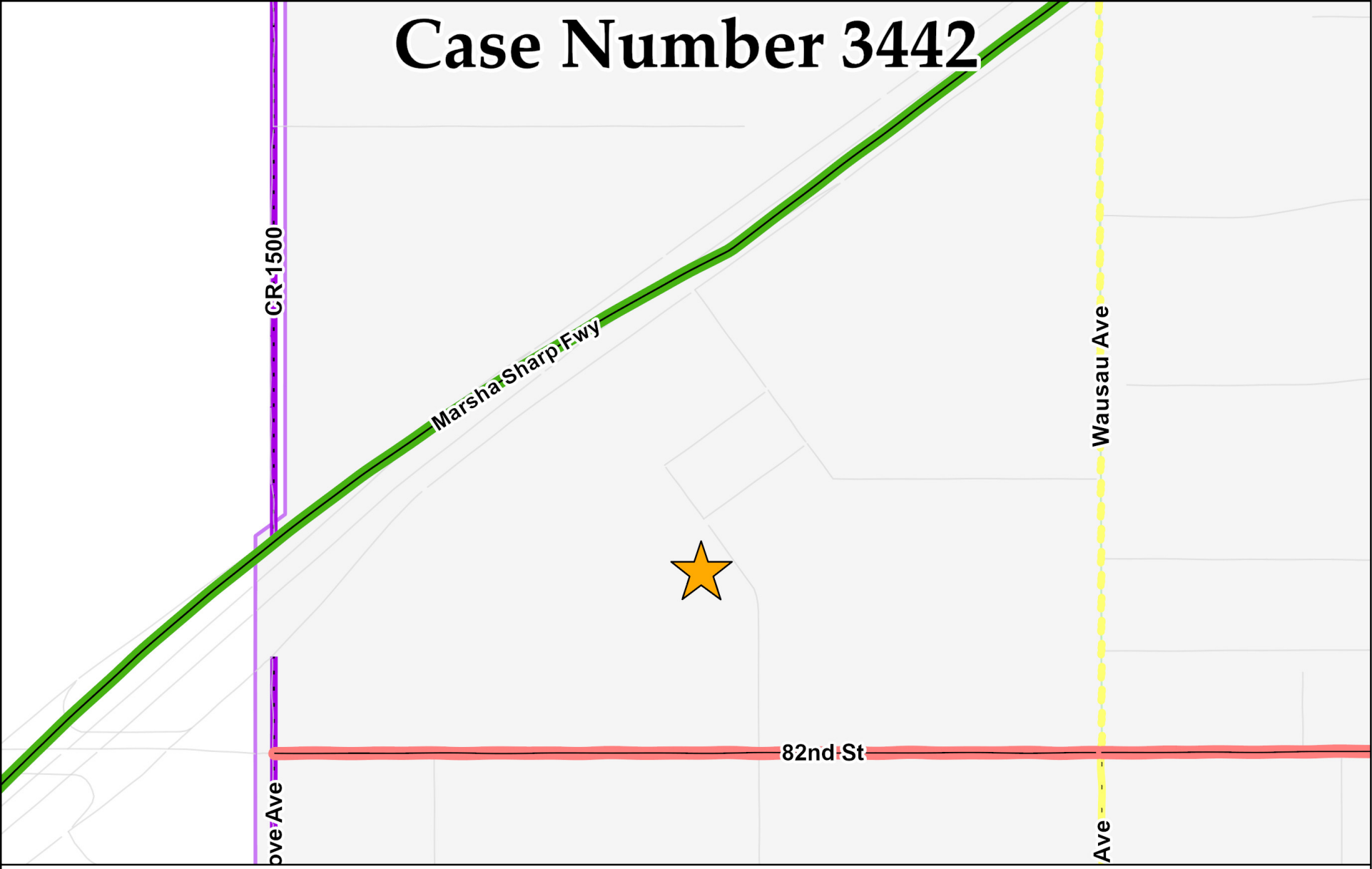
PLANNER BAILEY SHILLINGS stated there were twenty-five notifications sent out. There have been five (5) returned in favor and zero (0) returned in opposition. Staff explained the regulations for a Planned Development District. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

APPLICANT CHARLES HODGES 13642 Omega Dallas, Texas stated they are working with Covenant on the PD and they feel the PD district on this property will be good for the medical community and for the city.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 3442** a motion was made by **JAMES BELL** and seconded by **SUSAN TOMLINSON** to approve the request as presented by staff. The Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion.

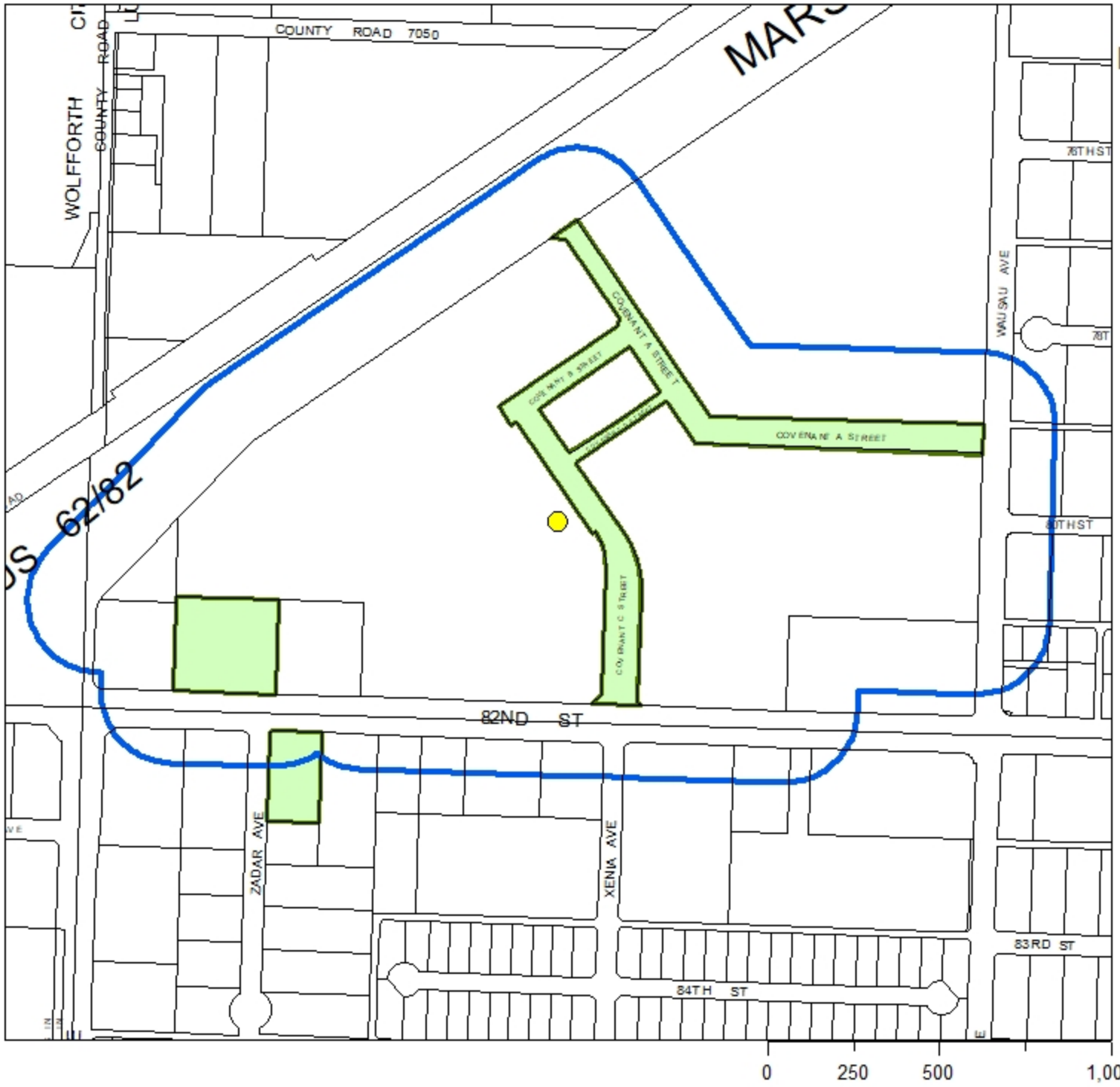
Case Number 3442



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: July 2021



PZC Mailout Notifications Received

N

Legend

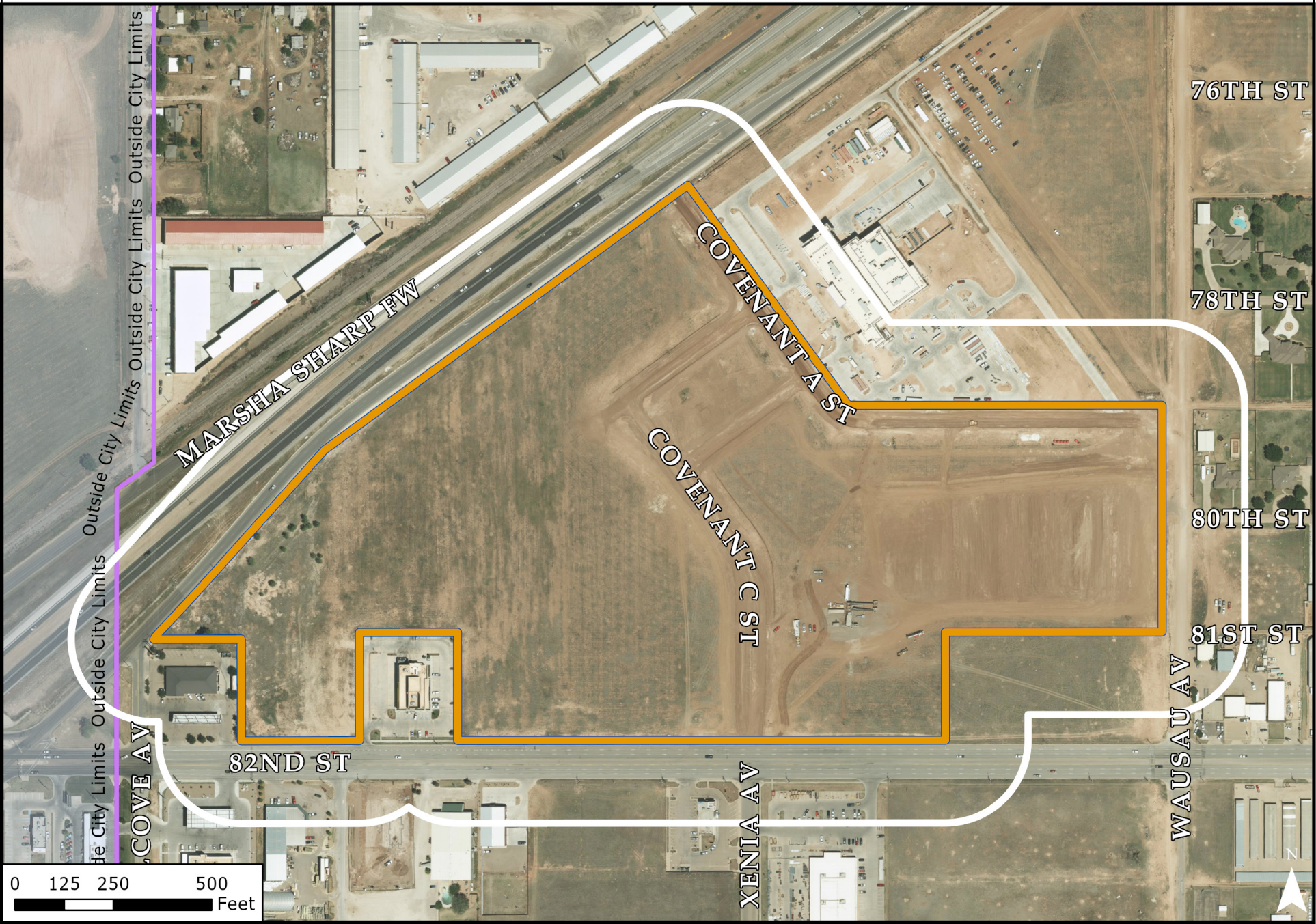
- LocatorPnt3442
- MailoutBuffer3442
- <all other values>

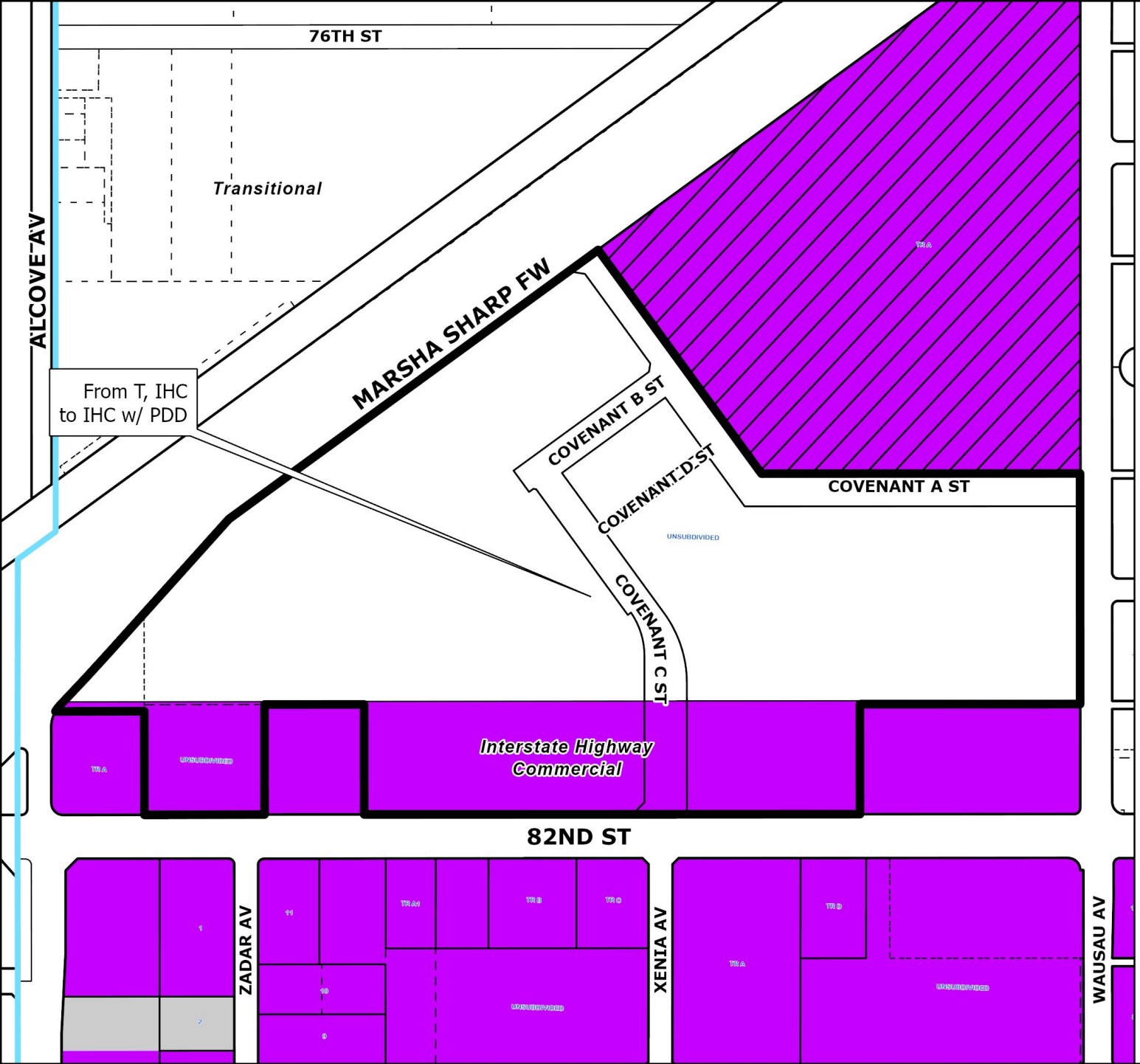
Notification Result

- In Favor
- No Feedback
- Opposed

Created by Planning Department
Date: 7/26/2021

Case Number 3442





Current Zoning
3442

Zoning Districts

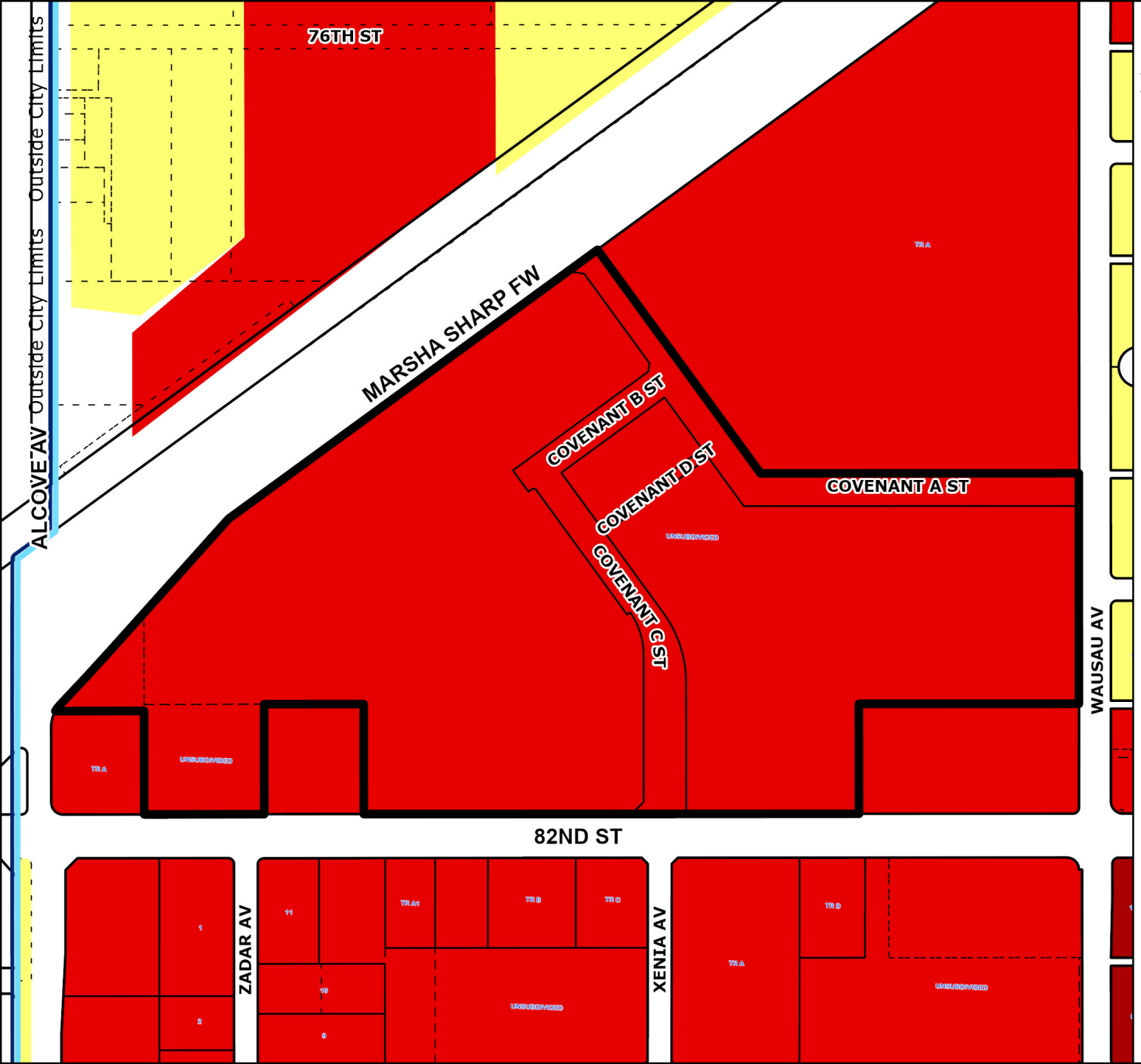
- Interstate Highway Commercial
- Interstate Highway Commercial Specific Use
- Light Manufacturing
- Transitional

N

0 100 200 400
Feet

City of Lubbock TEXAS

Date Exported: July 2021



Future Land Use Plan
Case 3442

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 100 200 400
Feet

City of Lubbock TEXAS

Date Exported: July 2021

3442

Subject property. View to the north.

View to the east.

View to the south.

View to the west.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: Covenant Park at Marsha Sharp Fwy and 82nd St

Lots/Tracts: Block AK, Section 31, AB 243, TR B (Tax ID R337660), TR C (Tax ID R337661), E2A (Tax ID R311834), E2B (Tax ID R322380) and E (Tax ID R130809)

Survey & Abstract: _____

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: 47.6

Existing Land Use: Vacant Land Existing Zoning: Interstate Highway Commercial

Requested Zoning: Planned Development (Mixed use with commercial/retail/rest/entertain/multifamily, etc.)

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: Hodges Architecture

Name: Gerald Luecke (President/Member)

Address: 13642 Omega Rd. City: Dallas State: Tx

ZIP Code: 75244 Telephone: 214-987-1000 Email: gluecke@hodgesusa.com

Applicant's Signature: _____

Date: 06-30-2021 Printed Name: Gerald Luecke

Owner Information

Firm Name: Covenant Health System

Owner: Covenant Health System

Address: 3615 19th St City: Lubbock State: Tx

ZIP Code: 79410 Telephone: 214-987-1000 Email: kellyjd2@covhs.org

Property Owner's Signature: _____

Date: 06-30-2021 Printed Name: CHARLES M HODGES

Preparer information

Preparer's Signature: _____

Date: 06-30-2021 Printed Name: Gerald Luecke

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.

COVENANT PARK
PLANNED DEVELOPMENT SUBMITTAL
AND
CONCEPT PLAN
MARSHA SHARP AND 82nd
IN THE CITY OF LUBBOCK

JULY 1, 2021

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Note: Items VI, VII-A, and VII-B are included for reference only and are not part of the Concept Plan PD.

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I. General Statement Setting Forth How the Proposed Planned Development District will relate to City's Comprehensive Plan.

Covenant Park, will be a state of the art, high-quality, medically-anchored, mix-use development that will include an open air park, entertainment, retail, medical office building, and multi-family uses. Covenant Park's vision is to create an ideal atmosphere for the residents of Lubbock to experience food, live entertainment, shopping, fitness, culture, and emotional and mental well-being. The development relates to the City's Comprehensive Plan by accommodating Lubbock's growth and adhering to Lubbock's support of a high quality of life along with world-class amenities coupled with affordability.

The development is anchored around Covenant Health System's new hospital which will help establish the synergy of the development.

Covenant Park will have a complimentary mix of uses which will provide a wide offering to local residents as well as a regional draw from surrounding areas. An open air park will be established at the heart of the development, and a walking trail will surround portions of the development, including the park and hospital.

The pedestrian walkway layout along with appropriate vehicular circulation within the development will provide residents and visitors with a state of the art experience

The park is designed to host live events such as music, arts festivals, and other outdoor events which the residents of Lubbock will be able to enjoy.

Creative incorporation of hardscape and landscape of the development as a whole will enhance the overall aesthetic look of the development and surrounding areas.

II. Legal Description

Being Tract B (Tax ID R337660) and Tract C (Tax ID R337661) in Covenant South, an addition to the City of Lubbock, Lubbock County, Texas, situated in Block AK, Section 31, Abstract No. 243, and Tract E-2-A (Tax ID R311834), Tract E-2-B (Tax ID R322380), and Tract E (Tax ID R130809) being situated in Block AK, Section 31, Abstract No. 243, all of which tracts being a portion of land conveyed to Covenant Health System described in a Special Warranty Deed recorded in county clerks file number 2006023923 of the Official Public Records of Lubbock County, Texas, said Tracts contain approximately 47.6 acres as further described by the Metes and Bounds on the following pages.

Tracts A, B, and C, West Ridge Commerical Park, and Addition the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 4845, Page 45. Real Property Records of Lubbock County, Texas, and a 65.769 acre tract of land located in Section 31, Block AK, Lubbock County, Texas. said 65.769 acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap found in the West right-of-way line of Wausau Avenue at the Southeast corner of said Tract B, and the Northeast corner of this tract which bears S. 89°59'47" E. a distance of 2603.75 feet and N. 00°01'01" E. a distance of 1701.83 feet from the Southwest corner of Section 31, Block AK, Lubbock County, Texas;

THENCE S. 00°01'01" W., along the West right-of-way line of said Wausau Avenue, a distance of 1371.83 feet to a 1/2" iron rod with cap set for a corner of this tract;

THENCE N. 89°59'47" W. a distance of 550.06 feet to a 1/2" iron rod with cap set for a corner of this tract;

THENCE S. 00°00'13" W. a distance of 275.00 feet to a 1/2" iron rod with cap set in the North right-of-way line of 82nd Street for the Southeast corner of this tract;

THENCE N. 89°59'47" W., along the North right-of-way line of said 82nd Street, a distance of 1240.87 feet to a 1/2" iron rod with cap set for the Southwest corner of this tract;

THENCE N. 00°00'13" E. a distance of 275.00 feet to a 1/2" iron rod with cap set for a corner of this tract;

THENCE N. 89°59'47" W. a distance of 550.00 feet to a 1/2" iron rod with cap set for a corner of this tract;

THENCE S. 00°02'26" W. distance of 16.09 feet to a 1/2" iron rod with cap found at the Northeast corner of Tract A, Ampride Addition, to the City of Lubbock, Lubbock County, Texas recorded in Volume 8817, Page 155 Real Property Records of Lubbock County, Texas, at corner of this tract;

THENCE N. 89°59'55" W., along the North line of said Tract A, Amride Addition, a distance 222.03 feet to a 1/2" iron rod with cap set in the Southeasterly right-of-way line of U.S. Hightway 62-82 for a corner of this tract;

THENCE Northeasterly, along the Southeasterly right-of-way line of said U.S. Hightway 62-82, around a curve to the right, said curve having a radius of 80.00 feet, a central angle of 13°55'48" and a chord distance of 19.40 feet to a 5/8" iron rod found at a point of curvature;

THENCE Northeasterly, continuing along the Southeasterly right-of-way line of said U S. Hightway 62-82, around a curve to the right, said curve having a radius of 5741.58 feet, a central angle of 01°52'03" and a chord distance of 187.13 feet to a 5/8" iron rod found at a point of intersection;

THENCE N. 42°00'50" E., continuing along the Southeasterly right-of-way line of U.S. Hightway 62-82, a distance of 440.73 feet to a 5/8" iron rod found at a corner of this tract;

THENCE N. 53°56'17" E., continuing along the Southeasterly right-of-way line of U.S. Hightway 62-82, a distance of 1975.05 feet to a 1/2" iron rod with cap found at the most Southwesterly corner of said Tract C, West Ridge Commercial Park, at a corner of this tract;

THENCE S. 36°04'00" E., along the South line of said Tract C, a distance of 315.07 feet to a 1/2" iron rod with cap found at the Southeast corner of said Tract C and the Southwest corner of said Tract B, West Ridge Commercial Park, at a corner of this tract,

THENCE S. 89°58'59" E., along the South line of said Tract B, a distance of 347.18 feet to the Point of Beginning

SAVE AND EXCEPT THE FOLLOWING TRACT OF LAND

BEING a 25.0254 acre (1,090,106 square foot) tract of land situated in the Georgetown R.R. Co. Survey, Abstract No. 243, Block AK, Section 31, City of Lubbock, Lubbock County, Texas said tract being all of Tract A, B & C, West Ridge Commercial Park, an addition to the City of Lubbock according to the plat filed in Volume 4845, Page 45, of the Deed Records of Lubbock County, Texas; said tract also being part of that tract of land described in Special Warranty Deed to Covenant Health System recorded in Instrument No. 2006023923, of the Official Public Records of Lubbock County, Texas; said tract being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for corner at the east end of a right-of-way corner clip at the intersection of the southeast right-of-way line of US Highway No. 82 (a variable width right-of-way) and the west right-of-way line of Wausau Avenue (an 80-foot wide right-of-way);

THENCE South 1°49'04" West, along the said west line of Wausau Avenue, a distance of 1,409.01 feet to a point for corner; from said point a 1/2-inch iron rod with "HUGO REED" cap found for the most easterly southeast corner of said Covenant Health System tract bears South 1°49'04" West, a distance of 576.14 feet;

THENCE North 88°10'53" West, departing the said west line of Wausau Avenue, a distance of 797.27 feet to a point for corner;

THENCE North 34°15'37" West, a distance of 693.09 feet to a point for corner in the said southeast line of US Highway No. 82; from said point a 1/2-inch iron rod found in the said southeast line of US Highway No. 82 bears South 55°44'20" West, a distance of 1,142.74 feet;

THENCE North 55°44'20" East, along the said southeast line of US Highway No, 82, at a distance of 832.31 feet passing a 1/2-inch iron rod found for the west corner of said Tract C and continuing in all a total distance of 1,461.99 feet to a point for corner at the beginning of a tangent curve to the right; said point being the west end of said right-of-way corner clip; from said point a 3/4-inch iron rod found bears South 40°51'17" East, a distance of 1.05 feet;

THENCE in a southeasterly direction, with the south line of said right-of-way corner clip and said curve to the right, having a central angle of 126°04'43", a radius of 15.00 feet, an arc length of 33.01 feet and a long chord bearing and distance of South 61°13'18" East, 26.74 feet to the POINT OF BEGINNING and containing 25.0254 acres or 1,090,106 square feet of land, more or less.

III. Building Layout [*attached on following page*]

APPROXIMATE DEVELOPMENT AREAS	
• COMMERCIAL / ENTERTAINMENT / RETAIL / RESTAURANT / HOSPITALITY / ETC.	40.35 ac
• MULTI-FAMILY / TOWNHOUSE / RESIDENTIAL (MAXIMUM: 300 units - 40 units / acre)	7.25 ac
TOTAL	47.60 ac
• HEIGHT - Maximum 75' plus Appurtenances	

Marsha Sharp Freeway

Wausau Avenue

76th Street

78th Street

80th Street

Covenant Health Site
NOT A PART
(for reference only)

PERMISSABLE BUILDING AREA

PROPOSED TRAIL SYSTEM Approx. 5400 LF

STREET A

STREET B

STREET C

STREET D

STREET E

STREET F

STREET G

MULTI-FAMILY / TOWNHOUSE TRACT

NOT A PART

NOT A PART

NOT A PART

43' bldg setback

82nd Street

Alcove Ave.

Zadar Ave.

Xenia Ave.

CONCEPT PLAN

north

0' 50' 100' 200'
Graphic Scale: 1" = 100'

NS IN THE INFORMATION, AND (II)
S. DIMENSIONS AND/OR
OM DOCUMENTS BELIEVED TO BE
R INACCURATE AND NO
) THE ACCURACY OR ADEQUACY
E PROJECT, PROPERTY MANAGER,
S, EMPLOYEES OR AGENTS.

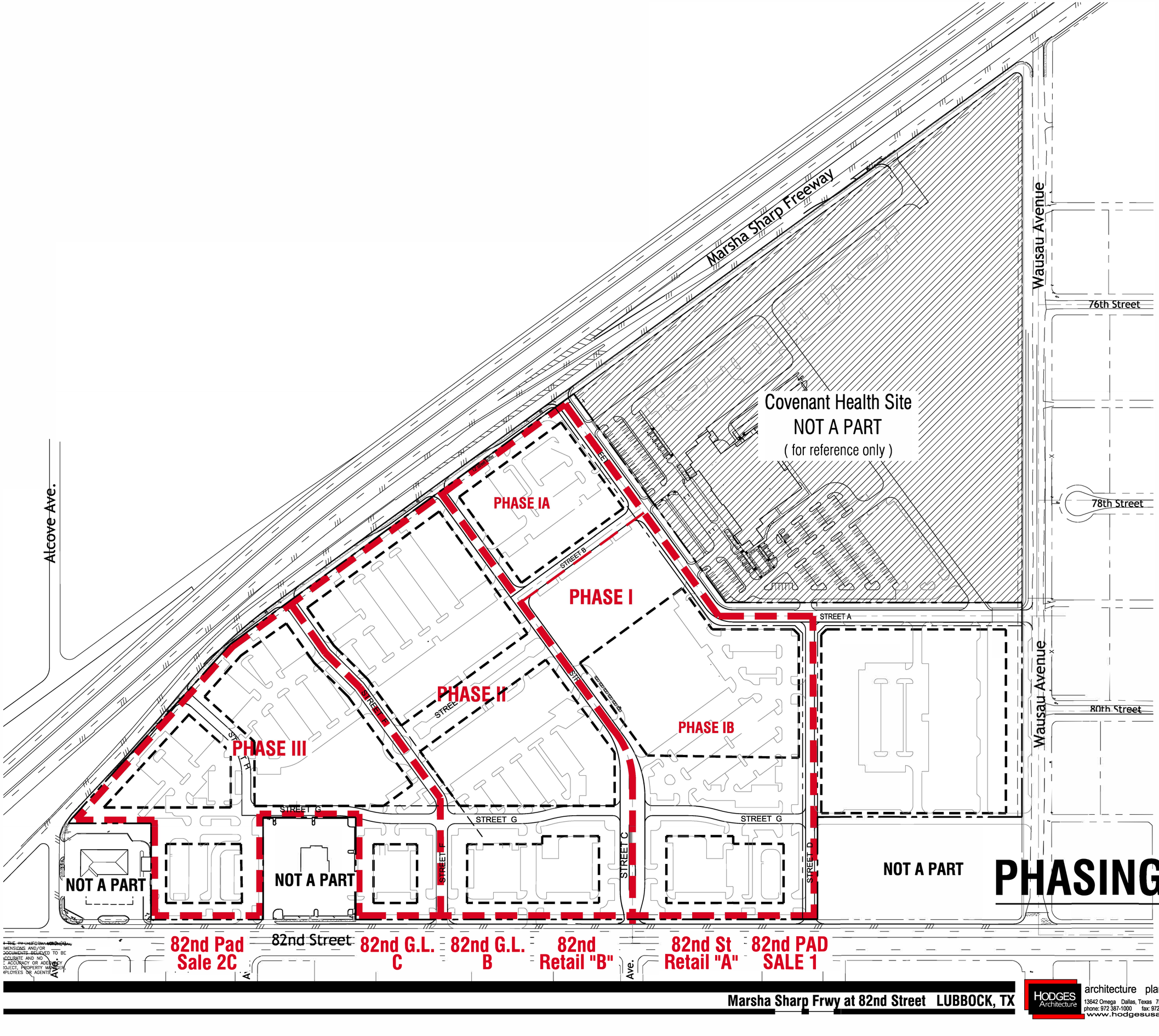
Marsha Sharp Frwy at 82nd Street LUBBOCK, TX

SCHEME

HODGES Architecture
architecture planning
13642 Omega Dallas, Texas 75244-4514
phone: 972 387-1000 fax: 972 960-1129
www.hodgesusa.com

project no. 19120 | drawn KO | date

IV. Proposed Phasing Schedule [*attached on following page*]



PHASING PLAN

THE INFORMATION, DIMENSIONS AND/OR DOCUMENTS BELIEVED TO BE ACCURATE AND NO ACCURACY OR ADEQUACY TO/ECT, PROPERTY MARKERS, EMPLOYEES OR AGENTS.

Marsha Sharp Frwy at 82nd Street LUBLOCK, TX

HODGES Architecture
architecture planning
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phone: 972 387-1000 fax: 972 980-1129
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project no.	drawn	date
19120	KO	

SCHEME

V. Proposed Deviations from Base Zoning District [*see zoning conditions attached on following page*]

July 1, 2021

Marsha Sharp and 82nd Street
Lubbock, Texas

Zoning Conditions

Except as amended by this Ordinance, the development of the Property must comply with the requirements of the City's Comprehensive Zoning Ordinance in effect on the original date of this Planned Development. If there is a conflict between the provisions of this Ordinance and those of the City Comprehensive Zoning Ordinance, then this Ordinance controls.

Article 40.03
Division 25 – Interstate Highway Commercial Throughout

A. Section 2843 – Add Uses – all allowed by right (not conditional uses).
    1. Retail, cinema/theatre, amusement (indoor and outdoor), alcohol sales, restaurant (sit down, drive thru, and pick up) with outdoor patio allowed, school/college, medical.
    2. Residential uses – allow uses permitted in A-2 District.
    3. Justification – This is a mixed-use development which will accommodate multiple complimentary uses, which will relate to the City's Comprehensive Plan by accommodating Lubbock's growth and adhering to Lubbock's support of a high quality of life along with amenities.

B. Section 2842
    1. Accessory pass out windows and pick up/delivery to customers are allowed at restaurant, retail, service, and medical uses.
    2. Justification – COVID 19 and emerging market conditions have led to more reliance on drive-through and pick up windows.

C. Section 2845
    1. Front yard setback – 20'.
    2. All setbacks are from public R.O.W., not drives or access easements.
    3. Justification – Proper front set back is needed for all types of mixed-use development. Buildings are allowed to relate more closely to the R.O.W.

D. Section 2850
    1. Maximum height – 75'. Penthouses, parapets, towers, steeples, flagpoles, chimneys or other similar structures may be above the height limit.
    2. Buildings in excess of 40' height do not require additional yard setback.
    3. Justification- Additional height coverage needed for the multifamily, office, and hospitality uses.

E. Section 2858
    1. Roofs – pre-finish, standing seam or similar metal roofing, or metal shingles are allowed. Dimensional/shadow line composition shingles (with minimum 30 year warranty), slate, clay or concrete tile are also allowed for roofs.
    2. Justification – These are the standard roofing materials the Architectural team has been using for various developments throughout Texas to provide high quality roofing materials.

F. Section 2855
    1. Minimum 10% of all lots to be landscaped. The 10% may include plazas, common greens, pools, trails, drainage or detention areas.

2. Minimum 30% of required landscaping between building and front or side property lines if buildings are set back more than 25' from the property line at the street R.O.W. This provision is subject to modification based upon site layout.
3. Justification – This is to ensure overall aesthetic cohesion throughout the Development as it pertains to landscaping and to assure that the Development maintains a certain amount of natural appeal, while providing flexibility in the layout.

G. Section 2852
   1. Parking – C-2A.
      a. Commercial (retail, restaurant, entertainment, hospitality, medical, etc.) – required parking for all buildings or areas that make up the Development other than multifamily and freestanding outparcel restaurants will be 1/200 sq. ft.
      b. Freestanding Outparcel Restaurants required parking will be 1/150 sq. ft., whether serve alcohol or not. No parking required for outdoor patio, unless greater than 250 sq. ft., then parking required will be 1/200 sq. ft. of patio area.
      c. Cross access and cross parking will be allowed throughout the entire Development. Each individual site may not provide the parking required, but the entire Development will provide the parking required.
   2. Justification – These requests for parking requirements are based on 30+ years of nation-wide development. The goal is to right-size the parking to ensure there is enough parking to satisfy the patrons of the Development, but not so much as to overtake the Development with an unnecessary use of space and concrete. This allows flexibility in the design and parking arrangement.

H. Multifamily / Townhouse
   1. 671 – A.2 Uses. OK.
   2. 679 – Lot coverage 70%.
   3. 680 – FAR 2:1.
   4. 681
      a. Multifamily height allowed up to 4 stories and 55'.
      b. Townhouse height may be up to 3 stories and 40'.
   5. 682 – Parking.

a. Studio unit or 1 bedroom units 501 to 600 sq. ft.	1.0 space/unit
b. 1 bedroom unit 601 sq. ft. or larger.	1.25 space/unit
c. 2 bedroom units	1.5 space/unit
d. 3 bedroom units	2.0 space/unit
e. 4 bedroom units or more	3.0 spaces/unit
f. Age Restricted Multifamily Development	1 space/unit
g. Townhouse	1.75 space/unit

      h. No additional guest parking is required.
   6. Justification – These requests are based on recent experience with multifamily users in developments across the nation. These requirements are needed to satisfy a multifamily user who develops throughout Texas and the nation.

Article 40.04 – Signs

A. Off-site signage for Tenants within the Development are permitted on all signs within the Development.
B. Electronic messaging signs are acceptable on site signs and on building signs for entertainment, hospitality, or retail uses.

C. Signs permitted to be setback of 10’ along Marsha Sharp and 5’ along 82nd Street.
D. Banners, blade signs, and marque signs are allowed on any building. Sandwich/A-Frame Signs are allowed on building sidewalk.
E. Murals and artwork are not considered signs.
F. On-site directional signs (vehicular or pedestrian) are allowed and do not require a permit.
G. Blade signs (under canopy signs) may be up to 12 sq. ft. area.
H. Freestanding site signs will be per the Master Sign Plan.
I. Sign setback from side lot line to be 20’.
J. Site signage per Master Sign Plan.
K. Justification – These requests are to ensure proper identification for businesses. Through the Master Sign Plan, we will approve a cohesive sign program, while complimenting the design theme through the Development.

Special Conditions.

A. Outdoor gathering/common green activities are allowed without special permit.
B. Outdoor performance and outdoor projection theatre are allowed without special permit.
C. Justification – The Park will host outdoor events that are temporary in nature and will be able to be accessed and used by the customers and businesses within the Development and nearby residents. This will further accommodate Lubbock’s growth and adhere to Lubbock’s support of a high quality of living through the enjoyment of outdoor green space.

VI. Elevations and Renderings [*attached on following page*]

Lotus Bud
Entertainment

ARNOT ONE FAMILY THEATERS
La Petite
La Petite Amish Cafe

Texas Grill
Jasper Cafe

VII-A. Proposed Declaration of Protective Covenants Establishing Property Owner's Association Governing the Development [*attached on following page*]

DECLARATION OF PROTECTIVE COVENANTS

Covenant Park

BY

Covenant Park Phase 1 Venture*, LLC,
a Texas limited liability company

DECLARATION OF PROTECTIVE COVENANTS
-*COVENANT PARK*-

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

THIS DECLARATION is made this ____ day of _____, 2021, by COVENANT PARK PHASE 1 VENTURE, LLC, a Texas limited liability company, hereinafter referred to as "Declarant" and COVENANT HEALTH SYSTEM, a Texas non-profit corporation, hereinafter referred to as either an "Owner" or "CHS".

W I T N E S S E T H:

WHEREAS, CHS is the owner or long-term lessee of that certain real property situated in the City of Lubbock, Lubbock County, Texas, being more particularly described on Exhibit A and depicted on Exhibit B attached hereto and incorporated herein by reference and commonly known as "Covenant Park*" (hereinafter called the "Development"); and

WHEREAS, CHS has entered into an agreement to sell and or dedicate approximately 47 acres of the Development to joint venture entities formed for the purpose of developing commercial and multifamily space, including a portion of which will be sold or dedicated to Declarant and or its assigns or successors; and

WHEREAS, Declarant and CHS desire a portion of the Development to be zoned by the City of Lubbock as a planned development suitable for multiple uses; and

WHEREAS, in addition to the zoning anticipated to be provided by the City of Lubbock, Declarant, further, desires to subdivide the Development into Tracts as described below and as depicted on the Development Plan for the purpose of generally restricting the land uses within each Tract; and

WHEREAS, Declarant desires to create and sustain within the Development a high level of environmental and aesthetic quality for the mutual and reciprocal enjoyment and economic benefit of each Owner or Occupant of the Development by ensuring orderly development, such Common Amenities Area improvements as may be desirable, well-designed, and well-constructed building and related improvements, visual harmony and compatibility among improvements, attractive landscaped areas, a continuing high level of maintenance for buildings, parking areas, landscaped areas, and other physical improvements, and other measures and services as may be necessary or desirable to create, protect and enhance environmental and aesthetic conditions over an extended period of time. Declarant desires to subject the Development to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are to benefit each present and future Owner of a Lot, and which covenants, conditions, restrictions, easements, charges, and liens shall, at a minimum, comply with all laws, ordinances

and other requirements established by the City of Lubbock, Texas, and other governmental bodies having jurisdiction over all to any portion of the Development; and

WHEREAS, Declarant desires to impose said covenants, conditions, restrictions, easements, charges and liens on the Development and yet retain reasonable flexibility for response to changing or unforeseen circumstances in order to create, maintain, and protect high levels of environmental, aesthetic and economic values associated with the Development and development thereon; and

WHEREAS, Declarant deems it necessary, desirable, and in the best interest if the present and future Owners of Lots within the Development to establish an entity which will be delegated and assigned those powers required to administer and enforce these covenants, conditions and restrictions, including the collection and disbursement of charges and Assessments hereinafter created ; and

WHEREAS, Declarant has caused or will cause to be incorporated *Covenant Park Property Owners Association, Inc., a Texas non-profit corporation, and has designated it as the entity to serve those functions.

NOW, THEREFORE, Declarant declares that the Development is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, development standards, charges and liens hereinafter set forth.

Article I. DEFINITIONS

Section 1.01 Definitions. The following words or phrases, when used in this Declaration, unless the context shall otherwise clearly indicate or prohibit, shall have the following meanings:

"Assessment" means any of the Initial Annual Assessment, Regular Annual Assessments, Special Group Assessments or Special Member Assessments.

"Association" means Covenant Park Property Owners Association**, Inc., a Texas non-profit corporation.

"Board" means Board of Directors of the Association.

"Budget Base Year" means the year of the first Annual Budget (as described in Section 4.03) and every fifth year after that.

"City" means the City of Lubbock, Texas.

"Class A Member" means all Owners except for the Class B Member as specified in Section 2.03 hereof.

"Class B Member" means the Declarant until the Conversion Date, as specified in Section 2.3 hereof.

"Commercial Tract" means any Tract or Lot intended for any permitted commercial use (the use of which is limited by Section 7.01 herein) other than a Multifamily or Townhouse Development.

"Committee" means the Architectural Control Committee created pursuant to Section 6.01 hereof.

"Common Amenities Areas" means the Median Areas, the Landscape Zones, the Development Detention Areas, the Park, and any area within the Development designated by Declarant as a common use property on any plat hereafter recorded by Declarant or otherwise designated by Declarant or the Association in a recorded document or required by the City, whether such common use property is specifically dedicated to the City for public use or otherwise designated for common use by Owners and Occupants located within the Development; provided, however, that neither Declarant nor the Association shall have the right or authority to dedicate any portion of a Lot as a Common Amenities Area after the conveyance thereof by Declarant to another Owner; and provided however, that, except for Median Areas located therein, dedicated public roadways (curb to curb only) shall not be considered Common Amenities Areas.

"Construction Sign" means any temporary sign identifying the property owner, architect, contractor, engineer, landscape architect, decorator or mortgagee engaged in the design, construction or improvement of the Tract or Lot on which the sign is located.

"Contract Document Site Plan" has the meaning set forth in Section 6.03.

"Controllable Costs" means operating costs and expenses of the Association described in the applicable Annual Budget, excluding operating costs and expenses for utilities (including without limitation, water, gas, electricity and telephone), taxes, and insurance.

"Controllable Costs Budget Cap Amount" means, (i) for each Budget Base Year other than the Budget Base Year of the first Annual Budget, reasonably anticipated Controllable Costs for the Budget Base Year based on historic actual costs and normally expected cost increases to occur during the Budget Base Year and (ii) for each fiscal year of the Association other than a Budget Base Year, an amount equal to Controllable Costs for the most recent Budget Base Year increased by five percent (5%) on a cumulative basis for each year subsequent to the most recent Budget Base Year, including for the fiscal year in question. For example, if budgeted Controllable Costs for a Budget Base Year equal $100, then the Controllable Costs Budget Cap Amount for each of the three subsequent years would be $105, $110.25, and $115.76, respectively.

"Conversion Date" means the date of occurrence of the earlier to occur of the events described in Section 2.03(b).

"Declarant" means Covenant Park Phase 1 Venture, LLC, a Texas limited liability company, its successors or assigns, and shall include any person or entity to which Declarant may specifically assign its rights and privileges, duties and obligations under this Declaration as Declarant in a recorded instrument of assignment; provided, however, that Declarant shall at all times be a single person or entity (i.e., the rights, privileges, duties and obligations of this Declarant hereunder shall not be divisible). No person or entity purchasing or leasing one or more Lots from Declarant shall be considered as Declarant merely by virtue of such purchase or lease.

"Declaration" means this Declaration of Protective Covenants, including without limitations, all Exhibits attached hereto.

"Development" means the real property described on Exhibit A, together with all improvements now or hereafter located thereon.

"Development Detention Areas" means the detention lake(s) as constructed by or at the direction of Declarant designated for stormwater detention and for holding of irrigation water, the locations of which are to be generally depicted on the Site Plan.

"Development Plan" means the plan of development of the Development attached hereto as Exhibit B depicting, among other things, allowable uses of each Tract and each Lot in each Tract of the Development, as it may be amended from time to time as provided in Section 7.03.

"Development Standards" means the Development Standards and Guidelines from time to time promulgated by the Committee pursuant to Section 6.02 hereof. The current version of the Development Standards, which are subject to change at the sole discretion of the Committee, are attached hereto as Exhibit C.

"Easement" means any area of land designated as an easement by Declarant on any recorded plat or otherwise designated by Declarant in a recorded document which is expressly devoted to use for drainage, utilities, parking, vehicle or pedestrian access from streets or walks or cross-access between Tracts or Lots, landscaping, or other functional or enhancement purpose, said areas of land being restricted in use as may be necessary to protect these essential purposes; provided, however, that Declarant shall not have the right or authority to grant or dedicate any portion of a Tract or Lot as an Easement after the conveyance thereof by Declarant to another Owner.

"Final Contract Documents" has the meaning specified in Section 6.03(c) hereof.

"Fiscal Year" means the fiscal year of the Association as determined in accordance with Section 3.02 hereof.

"Governing Documents" have the meaning set forth in Section 1.05.

"Hospital Tract" means any Tract or Lot depicted on the Development Plan (as it may be amended as set forth in Section 7.03) as "Hospital Parcel" or "Hospital Tract".

"Improvements" has the meaning set forth in Section 6.04.

"Landscape Areas" means any area within the Development, whether a privately owned Lot or a Common Amenities Area, containing Landscaping and any related improvements.

"Landscape Zone" has the meaning set forth in the Development Standards described in the Development Standards provided in Exhibit C.

"Landscaping" means plants, trees, walkways and other paved areas, sprinkler systems, benches, exterior lighting, raised planters, signing, flagpoles, sculpture, or other similar items.

"Late Fee" has the meaning assigned to it in Section 4.11 hereof.

"Lot" means each separately identifiable portion of the Development or subdivision of a Tract subject to being individually assessed by taxing authorities or separately identified on a recorded subdivision plat, as such may be subdivided and identified from time to time.

"Main Occupant Building" means any permanent building located on a Tract or Lot and intended for use on a day-to-day basis by persons, firms or other entities principally for the conduct of business activities.

"Master Storm Drainage Plan" means the plan described in the Development Standards provided in Exhibit C.

"Median Areas" means those areas between lanes of opposing traffic on Streets A, B, C, E, F, G, and H* to the extent those roadways are located within or adjacent to the Development.

"Member" means Declarant (until such time as Declarant no longer owns any part of or interest in the Development), CHS and each Owner of a Lot, or legally subdivided part thereof, as provided in Article II of this Declaration.

"Member in Good Standing" means a Member who has complied with the voting eligibility requirements of the Association as provided in Article II of this Declaration.

"Multifamily Development" means a permanent building or series of buildings located on a Tract or Lot and intended for use as a multifamily or townhouse residential complex with related amenities, if any.

"Multifamily Tract" means any Tract or Lot depicted on the Development Plan (as it may be amended as set forth in Section 7.03) as multifamily or townhouse, the uses of which are limited as provided in Section 7.01.

"Net Acreage" means all area (to the nearest 1/100th of an acre) included within the boundaries of each Tract or Lot (or in the case of Declarant, within the boundaries of that portion of the Development owned or leased by Declarant), excluding any contiguous public rights-of-

way for the Roadways. In the event any Tract or Lot is subdivided, the Net Acreage of the resulting Tracts or Lots shall be as determined by the Declarant or the Association based upon a current staked on-the-ground survey thereof and, if set forth in a recorded Supplemental Declaration or Deed, shall be binding on all parties.

"Occupant" means any person, firm, or other entity with a legal right to occupy all or any portion of any Main Occupant Building on a day-to-day basis, whether that occupancy right is by lease or rental agreement, building ownership, or other arrangement with the owner of that Main Occupant Building.

"Owner" means Declarant (until such time as Declarant no longer owns any part of the Development), Covenant Health System, a Texas non-profit corporation, and each and every person or entity who is a record title owner of a fee simple interest, or who has acquired from Declarant a leasehold interest having an initial term in excess of twenty (20) years, in any Lot, except, however, that the word Owner shall not include any person or entity who holds any lien or security interest in any such Lot as security for the performance of any obligation specifically including, but not limited to, any mortgagee, trustee or beneficiary under a mortgage or deed of trust unless and until such mortgagee or beneficiary acquires legal record title through foreclosure or a proceeding in lieu thereof.

"Park" means the area shown as the Park on Exhibit B attached hereto.

"Plans" means Schematic Site Plans and Preliminary Plans of an Owner for any Lot approved by the Committee pursuant to Article VI.

"Preliminary Plan" has the meaning specified in Section 6.03(b) hereof.

"Regular Annual Assessments" has the meaning set forth in Section 4.03 hereof.

"Reserve Fund" has the meaning set forth in Section 3.07 hereof.

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"Roadways" means Streets A, B, C, E, F, G, and H*, all of which are shown on Exhibit B.

"Schematic Site Plan" has the meaning set forth in Section 6.03(a) hereof.

"Site Improvements" means any and all work necessary or appurtenant to preparation of a Tract or Lot for occupancy in conformance with this Declaration, City regulations and other governmental regulations, to include, but not be limited to, internal Tract or Lot development, such as buildings and other roofed structures, vehicle circulation lanes and approaches, utility, detention and drainage systems, surface parking area or parking structures, sidewalks, Landscaped Areas, walls, screens or fences, and exterior signage (freestanding or attached to a building structure).

"Special Group Assessments" has the meaning specified in Section 4.04 hereof.

"Special Member Assessments" has the meaning specified in Section 4.05 hereof.

"Total Net Acreage of the Development" means the total gross acreage of the Development minus the area of any public rights-of-way for the Roadways and is 44.9* ± acres.

"Tract" means each parcel of the Development designated as a Tract on the Development Plan.

"Tract Detention Area" means any water detention feature constructed by an Owner in compliance with the requirements of the Master Storm Drainage Plan (but does not include the Development Detention Areas).

"Visibility Triangle" means the standards for sight visibility at intersections of streets, alleys and drives promulgated by the City of Lubbock, Texas, until the promulgation of such standards by the City, after which time the City standards shall control.

Section 1.02 Supplements to Declaration. It is contemplated that the Development will be developed pursuant to a master Development Plan, as outlined in this Declaration, which may be amended or modified from time to time pursuant to the provisions hereof. In addition, as each Tract or Lot is developed or dedicated, Declarant may record one or more supplements hereto ("Declaration Supplements") whereby Declarant may designate more particular use and site requirements for that Tract or Lot. All Lots, the Improvements constructed thereon, and uses thereof shall be subject not only to the covenants, conditions, and restrictions contained in this Declaration, but also in any Declaration Supplement applicable to that Tract or Lot. Furthermore, any Declaration Supplement may, but need not, provide for (a) the establishment of a sub-association to be comprised of the Owners of that Tract or Lot, or any part thereof, (b) its own separate assessments for that Tract or Lot, and (c) its own procedures for amendment of any such Declaration Supplement.

Section 1.03 Annexation of Additional Property to this Declaration. It is further contemplated that certain additional real or personal property may, at the discretion of the Declarant and the Owners of such additional property, be subsequently added to and made a part of the Development and made subject to the terms and provisions of this Declaration, by recordation of such in a Declaration Supplement filed in the Real Property Records of Lubbock County.

Section 1.04 Withdrawal of Property. Until the Conversion Date, Declarant may amend this Declaration to remove any portion of the Development. Such withdrawal should only require the consent of the Owner of such portion of the Development to be removed.

Section 1.05 Governing Documents.

TABLE 1.05: **GOVERNING DOCUMENTS**

Certificate of Formation (Filed with the Texas Secretary of State)	Establishes the Association as a non-profit corporation under Texas law.
Declaration: (Recorded)	Creates obligations that are binding upon the Association and all present and future owners within the Development,
Bylaws (Initially adopted by the Board)	Govern the Association's internal affairs, such as voting, elections, meetings, etc.
Supplemental Covenant: (If Applicable and Recorded)	Imposes additional obligations or restrictions on portions of the Development, adds additional land to the Development or terminates certain obligations or restrictions on portions of the Development.
Conflicts	In the event of a conflict between the above Governing Documents, the Declaration and any Supplements thereto, Bylaws, and the Certificate of Formation shall control, in that order.

Article II.

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 2.01 Membership. Each and every Owner shall automatically become, and will remain, a Member of the Association during the Owner's period of ownership of a Lot, or, in the case of Declarant, during Declarant's period of ownership of any portion of the Development. Membership shall be appurtenant to each Lot, and may not be severed from or held separately from it. Each Member of the Association, by accepting fee or leasehold title to any portion of the Development, agrees to the terms and conditions of this Declaration and agrees and covenants to perform all obligations required of a Member in Good Standing.

Section 2.02 Member in Good Standing. A Member of the Association shall be considered to be a Member in Good Standing if the Member, not less than seven (7) days prior to the taking of any vote by the Association, meets the following requirements:

(a) Has fully paid all Assessments or other charges levied by the Association then due and payable, as such Assessments or charges are provided for hereunder;
(b) Does not have a notice of lien filed by the Association against its Lot or an portion thereof; and
(c) Has discharged and performed all other obligations to the Association as may be required of Members hereunder.

Only members who are Members in Good Standing will be permitted to participate in a vote of the Association. The Board has the sole responsibility and authority for determining the Good

Standing status of any Member at any time, and will make that determination with respect to all Members prior to a vote being taken by the Association on any matter. The Board has the right and authority, in its sole discretion, to waive the seven (7) days prior payment requirement established herein and require only that such payment be made at any time before a vote is taken if the Board determines, in its own judgement, that extenuating circumstances exist which have prevented a particular Member from meeting any or all of the requirements of this Section 2.02 at or before seven (7) days in advance of any vote. Any Member not conforming with the provisions of this Section shall be declared by the Board not to be a Member in Good Standing and unless the time requirement required hereunder is specifically waived by the Board in writing prior to any particular vote being taken, shall be disqualified from voting on matters before the Association until such time as Member in Good Standing status is attained and so declared by the Board.

Section 2.03 Voting Rights. The Association has the following two (2) classes of voting membership:

(a) Class A. The Class A Members are all Owners with the exception of the Class B Member(s).

(b) Class B. The Class B Member is the Declarant. The Class B membership of Declarant will cease and become converted to Class A membership upon occurrence of the earlier of the following (the "Conversion Date");

(i) Until such time as the Declarant no longer owns or has an ownership interest in either: (1) record title to any Lot; or (2) a lien interest in any Lot;

(ii) January 1, 2040*; or

(iii) Such earlier date as may be established by Declarant in a separate document recorded by Declarant in the Real Property Records of Lubbock County, Texas.

(c) Intentionally Deleted.

(d) Until the Conversion Date, the Class A Members shall not be entitled to vote (except as provided for the levying of Special Group Assessments under Section 4.04 and and Section 12.02 requiring the consent of Class A Members). Each Class B Member shall be entitled to one hundredth (1/100) of one (1) vote for each one hundredth (1/100) of one (1) net acre of the Class B Member's Net Acreage.

(e) After the Conversion Date (and at any time with respect to votes pertaining to Special Group Assessments under Section 4.04 and amendments to this Declaration under Section 4.03(b) and Section 12.02 requiring the consent of Class A Members), each Class A Member shall be entitled to one-hundredth (1/100) of one (1) vote for each one-hundredth (1/100) of one (1) net acre of its Net Acreage. Where more than one person or entity holds an interest in any Class A Member Lot or subdivided portion

thereof, all such persons collectively shall be a single Member, and the vote for such Member shall be exercised as the several parties shall be a single Member, and the vote for such Member shall be exercised as the several parties shall determine among themselves; provided, however, that no more than one-hundredth (1/100) of one (1) vote shall be cast with respect to each one-hundredth (1/100) of one (1) net acre within the Net Acreage of any particular Lot.

(f) The membership of a person or entity in the Association shall terminate automatically whenever such person or entity ceases to be an Owner, except that such termination shall not release or relieve any such person or entity from any liability or obligation incurred under or in any way connected with the Association or the Declaration during the period of ownership of a Lot, nor impair any rights or remedies which the Association or any other Owner has with regard to such former Owner with regard to such Owner's period of Ownership of a Lot.

Section 2.04 Quorum, Voting and Notices. Members holding one-tenth (1/10) of the votes entitled to be cast personally present or represented by proxy, shall constitute a quorum for voting on matters brought before the Association at meetings of Members called by the Board. Only Members in Good Standing shall be entitled to vote, and voting membership shall be decreased by the number of Members who are not Members in Good Standing to determine the number of votes entitled to be cast for the purpose of establishing a quorum, such determination of the total of the majority of those votes entitled to be cast by Members in Good Standing present or voting by legitimate proxy at a duly called meeting at which a quorum of Members are represented shall be sufficient for the transaction of any business, unless otherwise provided by law and except for an amendment of this Declaration by the Members as provided in Section 12.03. Notice requirements for all actions proposed to be taken by the Association which require a vote of approval by its Members shall be as set forth in its Articles of Incorporation and Bylaws, as such Articles and Bylaws may be amended from time to time as provided herein. Voting shall be cumulative.

Article III.

ASSOCIATION BOARD OF DIRECTORS

Section 3.01 Creation of Board. Prior to the Conversion Date, the Declarant shall appoint the Board of Directors, in accordance with the Bylaws of the Association. After the Conversion Date, the Association shall have a Board of Directors elected by the Members of the Association pursuant to Article II. The size and composition of the Board, its method of election, and its duties and authorities shall be as provided for by the Articles of Incorporation and Bylaws of the Association and this Declaration. The Board shall exist and function solely for the benefit of the Development and for the mutual and reciprocal benefit of the Members. The members of the Board shall not receive any salary or other compensation (including reimbursement for expenses of attendance) for their services.

Section 3.02 Fiscal Year. The Board shall have authority to establish the fiscal year of the Association. The fiscal year shall initially be the calendar year beginning January 1 and ending December 1 of each year, until such time as the Board may, in its discretion, change it.

Section 3.03 Control of Assessment Funds. The Board shall be responsible for the setting, collection, and distribution of Assessments, in any Fiscal Year or portion thereof. The Board shall also select the members of the Committee from time to time, as provided in Section 6.01 hereof. Special Group Assessments shall be subject to the prior approval of Members as provided in Section 4.04. In general, the Board shall be empowered to expend Regular Annual Assessment funds for the following purposes:

(a) The full maintenance, repair and replacement of the Common Amenities Areas, so as to keep such areas at all times in a slightly, good and functional condition, including, but not limited to: keeping the Common Amenities Areas clean and free from refuse and rubbish; repaving, re-striping and/or replacing markings on the surface of the parking areas and/or driveways within the Park; maintaining and/or replacing Landscaping within the Common Amenities Areas; mowing, watering and maintaining the Common Amenities Areas; and costs of water level maintenance and water quality for the Development Detention Areas;

(b) General maintenance of water's edge of any Tract Detention Area, including trash removal, but excluding maintenance of edge structures, fountains, water level or water quality;

(c) The implementation and enforcement of any provision of this Declaration;

(d) The employment of personnel or of independent contractors;

(e) The employment of legal, accounting, engineering, architectural and other independent professional services, including any services required by the Committee to provide architectural review for any building or other development plans proposed for a Lot;

(f) The purchase of a policy or policies of insurance insuring the Association, its' officers, directors, and employees against any liability to the public, Owners, or Occupants incidental to the operation of the Association, as provided in Article V hereunder;

(g) The purchase of fidelity bonds as provided in Article V hereunder;

(h) Anything which the Board deems appropriate and proper in fulfilling its obligations and responsibilities under the terms of this Declaration or by law or which, in its reasonable opinion, shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration; and

(i) The performance of obligations arising under Section 3.04 hereof.

In addition to expending the Regular Annual Assessment funds for the aforementioned purposes, the Board also shall be empowered to expend funds collected through Special Group Assessments and Special Member Assessments for those purposes set forth in Section 4.04 and Section 4.05.

Section 3.04 Additional Authorities and Duties of the Board. The Board shall have the following additional authorities and duties with respect to the performance of its obligations hereunder:

(a) To enter into agreements or contacts with insurance companies with respect to insurance coverage for Common Amenities Areas and improvements thereon and other property of the Association;

(b) To enter contracts with utility companies with respect to utility installation, consumption and services matters;

;

(c) To borrow funds to pay any costs of operation, secured by assignment or pledge or rights against Owners for current, delinquent or future Assessments, as the Board may determine in its sole discretion to be necessary and appropriate;

(d) To enter into contracts for goods and services or for other Association purposes, to provide services it deems proper, to maintain one or more bank accounts, and, generally to have all the powers necessary or incidental as may be required for prudent operation and management of the Association;

(e) To sue or to defend in any court of law on behalf of the Association;

(f) To provide for and accumulate reasonable reserve funds to be used for repairs, replacement and/or maintenance, in such amounts and for such purposes as may reasonably by determined by the Board to be necessary and appropriate, subject to the provisions of Section 3.07, hereof;

(g) To make, or cause to make, any tax returns, reports, or other filings required by Federal, State, or local governmental authorities;

(h) To make reasonable rules and regulations for the use of the Development, including, but not limited to, the Common Amenities Areas, as the Board deems necessary and appropriate and create a high level of environmental and aesthetic quality within the Development, and to protect the interests of the Owners in general and their respective employees, patrons and visitors;

(i) To make available to each Owner within one hundred twenty (120) days after the end of any Association Fiscal Year a written annual report on financial affairs of the Association for the year preceding, and to have such report audited by an independent certified public accountant selected by the Board, which audited report, if required, shall be completed and made available to each Member no later than ninety (90) days after such request is received by the Board. The cost of preparing and distributing such audit shall be paid by the Association from Regular Annual Assessments;

(j) To adjust the amount, collect and use any insurance proceeds to repair or replace any damaged or lost property, or to reimburse persons or entities to receive reimbursement for injury, damage or losses; and, if said insurance proceeds are insufficient to provide full reimbursement as may be required, the Board may act to obtain funds required in such manner as prescribed in Section 5.03.

(k) At the option of the Association, to enter into contracts with the City (or assume the rights and obligations of any contract between the Declarant and the City) for provision to the Development of treated effluent from the City wastewater treatment system, to store such treated effluent in Development Detention Areas and, at the option of the Owner of such Tract or Lot, in any Tract Detention Area, and to use such treated effluent for irrigation of Common Amenities Areas and for maintenance of water levels in Development Detention Areas (in accordance with applicable standards and requirements of the Texas Natural Resource Conservation Commission and its successors) and to take such action as the Association deems advisable to secure alternative sources of water for such purposes if and as needed;

(l) To enter into contracts with Members to perform maintenance and other obligations to those Members under this Declaration as provided in Sections 3.05 and 9.02.

(m) To enforce the provisions of this Declaration and to seek damages and/or equitable relief or other remedial action from any Owner for violation of this Declaration or any of its individual provisions; and

(n) To perform the functions of the Committee under the circumstances specified in Section 6.01(c).

Section 3.05 Maintenance Contracts. The Board, acting on behalf of the Association, shall have the full power and authority to contract with any Owner(s), including, without limitation, the Declarant, for performance of services which the Association is otherwise obligated or permitted to perform, provided that any contact between the Association and Declarant, any member of the Board, or their respective affiliates, shall be upon rates and other terms and conditions no less favorable to the Association than equivalent services could be obtained from non-affiliated entities on a competitive basis. The Board also shall have full power and authority, but not an obligation, to contract with any Owner(s) to provide maintenance, repair or replacement service, or any combination thereof, through the Association for an individual Lot.

Section 3.06 Liability Limitations. To the greatest extent permitted by applicable law, no Member, director, officer, or representative of the Association shall be held personally liable for debts of the Association, whether contracted for or otherwise incurred.

Section 3.07 Reserve Fund. A reasonable reserve fund based on the Annual Budget shall be established under the control of the Board as provided in Sections 3.04(f), 3.07 and 4.03 hereof (the "Reserve Fund"), to be used for maintenance, repair and/or replacement relating to Common Amenities Areas. Such Reserve Fund shall be maintained and accounted for separately from other Association funds collected and maintained for normal operating expenses. Separate accounts may be established in order to better demonstrate that the amounts deposited therein are capital contributions and not income to the Association.

Section 3.08 Estoppel Certificate. The Board shall have the authority to issue estoppel certificates on behalf of the Association upon the written request of any Owner with respect to the compliance with the provisions of this Declaration by such Owner. If the Board shall fail to respond in writing to the written request of any Owner for such estoppel certificate with in thirty (30) days after receipt thereof, the matters set forth therein with respect to such Owner's compliance with the provision of this Declaration shall conclusively be deemed to be true and correct. The Board may charge an administrative fee for the issuance of estoppel certificates in such reasonable amount as the Board shall from time to time determine.

Section 3.09 Ownership by Association. Without prior written consent of the Declarant, the Association shall not own or acquire fee simple title to any of the Common Amenities Areas or other portions of the Development, except for any Park, any Lot acquired by the Association pursuant to Section 4.09 of this Declaration, or, at the option of the Association, any Development Detention Area.

Section 3.10 Safety and Security. Each Owner and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in the Development. The Association may, but shall not be obligated to, maintain or support certain activities within the Development designed to promote or enhance the level of safety or security which each person provides for himself or herself and his or her property. However, neither the Association nor the Declarant shall in any way be considered insurers or guarantors of safety or security within the Development, nor shall neither be held liable for any loss or claim by reason of failure to provide adequate security or insufficient security measures undertaken.

Article IV.

ASSESSMENTS

Section 4.01 Purpose of Assessments. The Assessments levied hereunder by the Association shall be used exclusively for the costs incurred by the Association for the purpose of protecting

and promoting the comfort, collective mutual enjoyment, and welfare of the Owners, including, but not limited to, the matters set forth in Article III and the following:

(a) The routine maintenance, repair or replacement of any and all of the Landscaping and improvements, paving, storm sewer, situated within the Common Amenities Areas, utilities for the Common Amenities Areas, along with the cost of any associated management or supervisory services, fees, labor, equipment, and materials.

(b) The special maintenance, repair or replacement of Landscaping and improvements located in Common Amenities Areas, or, to the extent provided for under Section 4.05, Tract Detention Areas.

(c) The establishment and maintenance of a reasonable reserve for periodic costs of dredging of Development Detention Areas and for other anticipated expenditures with respect to maintenance of Development Detention Areas and, to the extent provided in Section 3.03(b), Tract Detention Areas.

(d) The purchase of insurance coverage relating to Common Amenities Areas and any improvements thereon, and other property of the Association.

(e) The payment of all ad valorem taxes and other governmental assessments against the Park or any portion of the Development acquired by the Association pursuant to Sections 3.09 and 4.09, if any, and the establishment of reasonable reserves thereof.

(f) The carrying out of duties of the Board as provided herein and the Articles of Incorporation and Bylaws of the Association.

(g) The carrying out of the purposes of the Association as stated herein and in its Articles of Incorporation.

(h) The carrying out of all matters set forth or contemplated in this Declaration.

Assessments shall not be used to pay the costs of, or to reimburse Declarant for the costs of, the installation of initial improvements located in the Common Amenities Areas and in public rights of way, including, without limitation, Landscaping, utilities, paving, and storm sewer.

Section 4.02 Covenants for Assessments. Declarant, for each Lot or other parcel of land owned or leased by it within the Development, hereby covenants, and each successor Owner, including the Association, of any such Lot within the Development by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant (and such covenant shall be deemed to constitute a portion of the purchase money and consideration for acquisition of the Lot), to pay to the

Association, or to such designee which may be designated by the Association to receive such monies:

(a) Initial Annual Assessments and Regular Annual Assessments as provided in Section 4.03; and

(b) Special Group Assessments as provided in Section 4.04; and

(c) Special Member Assessments, as provided in Section 4.05.

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The Association shall commence collection of the Initial Annual Assessment at such time as, and for the period which commences on, the date on which the Association incurs costs for maintenance of Common Amenities Areas (which costs shall not include costs of initial installation of Landscaping or other improvements in Common Amenities Areas).

No Owner may, for any reason, except itself from liability for any Initial Annual Assessment, Regular Annual Assessment, Special Group Assessment or Special Member Assessment levied in accordance with the provisions of this Declaration.

Section 4.03 Annual Budget and Regular Annual Assessments. The Board shall prepare an Annual Budget as follows:

(a) The Board shall prepare, within one hundred and twenty (120) days of execution of this Declaration, a budget for the period from the date hereof through the end of the current Fiscal Year (the "Initial Budget") and set the amount of the assessment to be levied for that period (the "Initial Annual Assessment"). The Initial Budget and Initial Annual Assessment shall be subject to the restrictions set forth in Section 4.03(b) hereof. Each Fiscal Year while this Declaration is in force the Board shall adopt an annual budget ("Annual Budget") and set the amount of the regular assessment to be levied for the next year (the "Regular Annual Assessment"), taking into consideration the operating costs of the Association for the current year, expected normal increases in such costs over the next year, and reasonably anticipated additional future needs of the Association, including the establishment and maintenance of an Association Reserve Fund as provided for in Section 3.07 hereof. Commencing with the first Annual Budget following the Initial Budget, the Annual Budget shall be adopted by the Board not later than thirty (30) days prior to the commencement of each Fiscal Year. Notwithstanding the above, in the event the Board fails for any reason to adopt an Annual Budget covering the succeeding Fiscal Year, then and until such time as an Annual Budget shall have been adopted for each succeeding Fiscal Year, the Annual Budget currently in effect shall continue and the Regular Annual Assessment shall be deemed the same for the current Fiscal Year.

(b) For purposes of determining the Annual Budget for each year subsequent to the first Annual Budget, the amount budgeted for Controllable Costs in each such Annual Budget shall not exceed the Controllable Costs Budget Cap Amount applicable to such year. Before the Conversion Date, the restrictions set forth in this Section 4.03(b) may be amended or terminated with the consent of the Declarant. After the Conversion Date, this Section 4.03(b) may only be amended by consent of CHS and an affirmative vote of sixty-six and two-thirds percent (66-2/3%) of the Members, as provided in Section 2.03(d), at any time or from time to time after the year covered by the first Regular Annual Assessment.

(c) The Regular Annual Assessment for each Fiscal Year shall be determined by the Board upon its adoption of the annual budget for such Fiscal Year in the following manner:

(i) The Regular Annual Assessment with respect to any Fiscal Year shall equal the total amount of the Annual Budget approved by the Board with respect to such Fiscal Year, subject to the limitations set forth in Section 4.03(b) preceding.

(ii) Each Owner's pro rata share of the Regular Annual Assessment shall be determined by multiplying (i) the Regular Annual Assessment times (ii) a fraction, the numerator of which is the Net Acreage of the portion of the Development owned by such Owner, and the denominator of which is the Total Net Acreage of the Development.

Should any surplus exist at the end of any year, the Board may, at its discretion, reduce the amount required for the next Regular Annual Assessment by an amount not more than said surplus, transfer said surplus to replenish reserves, or rebate said surplus to the Owners; provided, however, that reserve fund requirements are first met as stipulated in Section 3.07.

Section 4.04 Special Group Assessments. In addition to the Initial Annual Assessment and Regular Annual Assessments provided for herein, the Association may, only upon an affirmative majority vote of the Members as provided in Article II, levy in and for any year, applicable to that year only, a Special Group Assessment (herein so called) for the purpose of:

(a) Defraying the cost of any new construction or reconstruction, unexpected repair or replacement of Landscaping and capital improvements for and within Common Amenities Areas, including the necessary fixtures and personal property related hereto;

(b) Defraying the cost of repairs or replacement of Landscaping and improvements located within Common Amenities Areas resulting from an uninsured loss or damage or insured loss or damage where there are insufficient insurance proceeds as provided in Section 5.03;

(c) Responding to unusual or emergency needs of the Association as may occur from time to time.

Special Group Assessments shall be allocated and prorated among the Owners at the date each such Special Group Assessment is levied in the same manner as Regular Annual Assessments are allocated and prorated under Section 4.03(c).

Section 4.05 Special Member Assessments. In addition to the Initial Annual Assessment and Regular Annual Assessment and any Special Group Assessments, the Association, by vote of its Board, may levy a special assessment ("Special Member Assessment") on any Member for the purpose of:

(a) Defraying the cost of any unexpected damage or loss requiring maintenance, repairs, or replacement of Landscaping or improvements either within a Common Amenities Area or within a Tract or Lot not owned by the Member causing such damage or loss, which damage or loss has been determined by the Board to have been caused, either directly or indirectly, by the willful or negligent acts of such Member, or its agents, Occupant or visitor. In reaching a decision to levy such Special Member Assessment upon any Member, the Board shall first determine, in good faith, that reasonable evidence exists to support a determination that said damage or loss was caused, directly or indirectly by a particular Member, or its agent, Occupant or visitor. Prior to making such determination, the Board shall inform such Member of its findings and afford the Member a specific and reasonable period of time (not less than seven (7) days to (i) introduce evidence regarding such damage or loss and the cause thereof or (ii) remedy such loss or damage.

(b) Reimbursing the Association for any and all direct or indirect costs incurred by the Association with regard to the maintenance, repair or replacement of Landscaping or Site Improvements on any particular Lot owned by such Member, when:

(i) It has been determined by the Board that the maintenance, repair or replacement of such Landscaping or Site Improvements associated with such Member's Lot has been neglected to the point where conditions existing on such Lot are not in conformance with the maintenance obligations set forth in Article VIII;

(ii) the Member owning such Lot shall have been informed in writing of deficiencies found to exist and shall have been afforded a specific and reasonable period of time (not less than seven (7) days) to respond to said notice and/or remedy such deficiencies, the determination of what constitutes a reasonable period of time for remedial action to be made by the Board in its sole discretion;

(iii) those deficiencies determined by the Board and reported in writing to the Member owning such Lot are not fully corrected within the time period established by the Board for such corrective action to be completed; and

(iv) due to the failure of the Member owning such Lot to take corrective action within the period of time established by the Board, it has been necessary or appropriate for the Association to contract for, initiate or complete such corrective action to meet the maintenance requirements of Article VIII. In the event such Member shall start corrective action on a Lot after the Association has either contracted for such work to be done or actually accomplished such work in whole or in part, such Member shall be obligated to the Association for the reimbursement of any costs actually incurred by the Association. including: contract settlements; design, legal or other professional fees; labor, equipment, materials or guarantees required to accomplish corrective work; management or supervisory services and, any other costs directly or indirectly attributable to the work.

Section 4.06 Payment of Regular Annual Assessments. The initial Annual Assessment and the Regular Annual Assessments shall be due and payable in semi-annual installments, in advance, on the first day and the 180th day of the Fiscal Year of the Association; provided, however, that if the commencement date of the Initial Annual Assessment for the Association shall not be the same as the first day or 180th day of the Fiscal Year, then the initial semi-annual assessment installment shall be from the date thereof to the 180th day of the Fiscal Year or the first day of the next Fiscal Year, as applicable, and payment shall be pro-rated for the number of days remaining until that date.

Section 4.07 Payment of Special Assessments. Special Group Assessments or Special Member Assessments shall be due and payable in full thirty (30) days following the date at which the Special Group Assessment or Special Member Assessment is set by the Board in the resolution adopting the Special Group Assessment, except that, if it is specifically determined by the Board that any Special Group Assessment or Special Member Assessment is to be paid instead in deferred installments, then the payment dates and amounts of those installments shall be fixed in the resolution authorizing such Special Group Assessment or Special Member Assessment.

Section 4.08 Lien and Foreclosure. Upon delinquency, the Initial Annual Assessment, all Regular Annual Assessments, Special Group Assessments and Special Member Assessments, together with all Late Fees, interest and collection costs as herein provided, shall be secured by the lien provided for under this Section 4.08 and Section 4.09. As evidence and notice of an Assessment lien, the Association shall prepare a written notice of the lien setting forth the amount of the delinquent Assessment, the name of the Owner of the Lot covered by the lien, and a description of the Lot a "Delinquency Notice". The Delinquency Notice shall be signed by a duly authorized officer of the Association and shall be recorded in the Real Property Records of Lubbock County, Texas, or such other place as may be required by law for the recording of liens affecting real property at the time the notice is recorded. The lien for payment of Assessments shall attach from the date of filing of a Delinquency Notice as provided herein. Any such lien may be enforced after recording the notice of lien through (i) to the extent permitted by applicable law, foreclosure of the lien on the Lot and any improvements thereon in like manner as a deed of trust on real property, (ii) suit against the Owner obligated to pay the Assessment and/or (iii) foreclosure of the lien judicially. In any foreclosure proceeding, whether judicial or non-judicial, and any

enforcement or collection proceeding, the Owner shall be required to pay the costs, expenses and reasonable attorney's fees incurred by the Association. The Association shall have the power to bid on the property being foreclosed.

Section 4.09 Enforcement and Personal Obligation of Owners for Payment of Assessments. The Initial Annual Assessment, Regular Assessments, Special Group Assessments, and Special Member Assessments shall also be the personal and individual debt of the Owner of the Lot covered by each of those Assessments, but shall be limited to the interests of the Owner in each Lot, and the improvements thereon. No Owner may, for any reason, exempt itself from liability for Assessments levied in accordance with the provisions of this Declaration. If any Assessment or installment thereof is not paid when due, and remains unpaid for a period of thirty (30) days thereafter, then the unpaid amount of that Assessment or installment shall become delinquent and shall, together with Late Fees, interest thereon as herein provided, and costs of collection, become a continuing obligation and debt of the non-paying Owner secured by a lien on the Lot, including all improvements thereon, to which the Assessment or installment pertains. The Association shall have the right to reject any partial payment of any Assessment or installment and demand full payment, or the Association may, in its' sole discretion, elect to accept any partial payment on account only, without in so doing waiving any rights with respect to any remaining balance due.

Notwithstanding anything to the contrary contained herein, in any action brought to enforce any obligation arising hereunder, any money judgement or decree entered in any such action shall, to the extent provided by law, constitute a lien upon and shall be enforced and satisfied only out of (i) the proceeds of sale produced upon execution of such judgement and levy thereon against the Owner's interest in its Lot and the improvements thereon, (ii) the rents, issues or other income receivable from such Owner's Lot and the improvements thereon, and (iii) insurance and condemnation proceeds with respect to such Owner's Lot and the improvements located thereon, but not as to any other assets of such Owner, and no Owner shall have personal or corporate financial liability for any deficiency; provided that notwithstanding the foregoing, all parties shall be entitled to obtain equitable relief (but as used herein, "equitable relief" does not include a claim for damages even if based on equitable grounds).

The lien against any Lot for any unpaid Assessments, subject to the recording requirements of Section 4.08, shall be unaffected by any sale or transfer of full or partial ownership interest that Lot and such lien shall continue in full force and effect. Upon written request, the Association shall provide an Owner with a statement reflecting the amount of any unpaid or delinquent Assessments with respect to a Lot owned by that Owner.

Section 4.10 Lien Subordination. Any lien established as provided in this Article IV shall be subordinate and inferior to any first lien mortgage or deed of trust in favor of any federally or state chartered bank, savings and loan association, insurance company, pension fund, or other similar financial institution or other lender and securing indebtedness incurred for the purchase of and/or construction of improvements on the subject Lot which exist at the time a Delinquency Notice is filed; provided, however, that this subordination shall apply only to Assessments which have become due and payable prior to a foreclosure sale (whether judicial or non-judicial) of any such Lot pursuant to the terms and conditions of any first lien mortgage or deed of trust. Such foreclosure sale shall not relieve any new Owner taking title at such sale from liability for the

amount of any Assessments thereafter becoming due or from a lien arising from any subsequent Assessment.

At the time any mortgage financing or refinancing is obtained for any Lot which, to the extent provided in the preceding paragraph, will be superior to any future Assessment lien of the Association, the Owner of such Lot shall within thirty (30) days after the consummation of any mortgage or financing deliver to the Association written notice identifying (i) the full legal name of the lender making the mortgage loan, (ii) the lender's current address and telephone number, (iii) the name of an officer or other person within the lending entity who is responsible for that particular loan account, and (iv) the loan account number, if available. Upon the written request of any such lender holding a superior lien on any Lot as provided herein, the Association shall use reasonable efforts to report to such lender any unpaid Assessments which are delinquent as herein defined. The Association is authorized and may from time to time, at its own initiative, elect to report delinquent Assessments to any mortgage lender.

Section 4.11 Late Fees. The Association may assess a Late Fee (herein so called) against any Owner who fails to pay any Assessment within thirty (30) days of the date due in an amount equal to the highest lawful rate.

Article V.

INSURANCE AND BONDS

Section 5.01 Right to Purchase. The Association, acting through its Board, shall have the right to purchase, carry and maintain in force insurance coverage any and all portions of the Common Amenities Areas, and any Landscaping or other improvements thereon or appurtenant thereto, for the interest of the Association, its Board, agents and employees, and all Members, in such amounts and with such endorsements as shall be considered by the Board, in its sole discretion, to be necessary and reasonable. That insurance shall include, but shall not necessarily be limited to:

(a) Comprehensive general liability and property damage insurance with respect to the Common Amenities Areas and any property of the Association.
(b) Other insurance as is customary for entities such as the Association, or as otherwise required by law, including without limitation, cross-liability, contractual liability, umbrella liability, and directors', officers', and employees' liability, and worker's compensation.

The Association, acting through its Board, also shall have the right to purchase a fidelity bond for all Members, directors, officers, employees, agents and representatives of the Association having control over the receipt and disbursement of funds of the Association.

Section 5.02 Insurance Proceeds. The Association shall use any net insurance proceeds for the purpose the insurance was intended, including the repair and/or replacement of any damaged or lost property, whether real or personal. Any balance from the proceeds of insurance paid to the

Association after satisfactory repair and/or replacement or other intended use, shall be retained by the Association and deposited in its reserve fund as provided in Section 3.07, hereunder.

Section 5.03 Insufficient Proceeds. Should insurance proceeds be insufficient to fully reimburse any loss or damage, the Association may levy a Special Group Assessment as provided in Section 4.04 to cover that deficiency.

Article VI.

ARCHITECTURAL CONTROL

Section 6.01 Establishment of Architectural Control Committee.

(a) To maintain standards of development, aesthetics and construction within the Development and at the same time provide for the necessary flexibility in meeting varied and changing needs, Declarant hereby establishes an Architectural Control Committee (herein called the "Committee"), consisting of five (5) members who are natural persons and whose names and addresses are maintained in the office of the Association. Members of the Board may also be members of the Committee. If, at any time, less than five (5) members have been appointed to the Committee, the Committee shall have authority to act so long as not less than three (3) members have been appointed. The Committee shall act by a majority vote of the members thereof and no member of the Committee shall incur any liability by reason of any good faith exercise of such member's prerogatives as a member of the Committee.

(b) Prior to the Conversion Date, the Declarant shall appoint the members of the Committee and any and all members may be removed by Declarant at any time with or without cause. Prior to the Conversion Date, Declarant shall have the exclusive right to create and fill vacancies on the Committee.

(c) After the Conversion Date, the Board shall have the power and the obligation to appoint and remove members of the Committee. If at any time after the Conversion Date, more than three (3) members positions on the Committee are not filled for any reason, the Board shall perform the functions on the Committee as set forth in this Article VI until such time as at least three (3) positions on the Committee are filled.

Section 6.02 Authority of the Committee. The Committee shall develop and promulgate Development Standards and Guidelines setting forth salient standards for development of Tracts and Lots within the Development and shall provide one (1) copy of such Development Standards and Guidelines to each Owner upon written request. The current Development Standards and Guidelines are attached hereto as Exhibit C. The Committee shall provide additional or replacement copies to any Owner at the cost of reproduction.

No improvement shall be erected, constructed, placed, altered (by addition or deletion), maintained or permitted to remain on any portion of the Development until the Schematic Site Plans and Preliminary Plans as required in Section 6.03 have been submitted to and approved in

writing by the Committee in accordance with the review standards of Section 6.05 and, to the extent required by applicable governmental requirements, approved by the City. The Committee shall cooperate with the Owner to permit the orderly submission of plans and specifications. The decision of the Committee shall be final and binding upon the applicant and all Owners.

All Improvements shall be constructed in accordance with the rules and regulations of all applicable governmental authorities, and approval of any plans and specifications by the Committee shall in no way be construed as a statement by the Committee that such plans and specifications reflect sound engineering practice or comply with the rules and regulations of any governmental authority.

Section 6.03 Schematic Site Plan(s) and Preliminary Plan(s). Prior to either the commencement of site work or construction of any Improvements or the submission of any plans and specifications for the construction of Improvements to the City for review, the Owner of the Lot upon which such Improvements are to be constructed shall submit to the Committee a Schematic Site Plan and a Preliminary Plan at such address as may be specified from time to time by the Committee. The Committee shall review and approve or provide comments on the Schematic Site Plan and Preliminary Plan in accordance with the provisions of this Article VI. Final Contract Documents (prepared in a manner consistent with the Schematic Site Plan and Preliminary Plan as approved by the Committee) with respect to such portion of improvements as are then to be constructed shall be submitted to the Committee for the Committee's records on or before construction of the improvements contemplated therein. The Schematic Site Plan(s) shall be a minimum scale of 1" = 100' and the Preliminary Plan(s) shall be a minimum scale of 1" = 50'. Each of the Schematic Site Plan and Preliminary Plan shall include the following minimum information on 24" x 36" or larger size sheets and 8 ½ " x 11" or larger outline and final specifications, or such other size sheets as is appropriate to the scale of the project so as to be clearly readable.

(a) The Schematic Site Plan (herein so called) should represent 95% complete schematic design level drawings containing at least the following information:

(i) Platted property lines, proposed easements, building setback lines, landscape zone lines (parking setbacks), existing public streets, existing trees including caliper size (DBH) and specie.

(ii) Parking areas (including the number, type and configuration of parking spaces and specifying the number and location of handicapped access spaces), driveways, fire lanes and internal streets including site and building drop-off areas and entrances. The Schematic Site Plan should show pedestrian areas, courtyards, plazas, fountains, lakes and ponds, miscellaneous walkways, retaining or perimeter walls or fences, sign location, trash container locations, service and utility areas.

(b) The Preliminary Plan (herein so called) should represent 95% complete design development level drawings containing more detailed information as required in the Schematic Design Site Plan described above and at least the following:

(i) Grading plan showing existing and proposed contours (minimum 1 foot intervals) including building finish floor elevation. The grading plan should show drainage patterns and storm water design and detention intent.

(ii) Exterior elevations of all sides of buildings and site structures, including a description of exterior materials, colors (by reference to color palette), texture and shapes. Exterior perspectives or colored depictions of the building are not required but will be helpful in the Committee's review.

(iii) A landscape plan should show planting recommendations (tree specie and location), general shrub and groundcover massing, annual and perennial color and grass locations and should illustrate all parking lot landscaping and service, storage and utility screening.

(iv) Irrigation limits should be indicated.

(v) Visibility Triangles must be shown at all driveway locations.

(vi) Preliminary site lighting plan and preliminary fixture selections.

(vii) Tree survey.

(viii) Topographical survey.

The Preliminary Plan must show compliance with the requirements of the Development Standards, including, without limitation, with respect to landscaping, irrigation, and screening methods for loading, mechanical and trash receptacle areas.

(c) The Final Contract Documents (herein so called) should represent 95% complete contract document level drawings containing all of the Preliminary Plan information defined above, that have been refined more thoroughly into contract documents, plus the following information:

(i) All documents shall contain registration seals of professional architects, landscape architects, interior space planners, civil, geotechnical, electrical, structural, and mechanical engineers, as applicable;

(ii) Grading plans should illustrate all proposed contours at one (1) foot intervals;

(iii) If a part of the current phase of construction, more detailed architectural elevations and perspectives;

(iv) Complete irrigation plan (automatic system);

(v) Utility and detention plans including routing, size and location;

(vi) Foundation borings and design bearing the certificate of a registered geotechnical engineer;

(vii) Site lighting plan illustrating all fixture locations, type and fixture specifications and indicating photometric layout.

(d) The Owner shall additionally furnish such other clarification data as may be required by the Committee in order to permit the Committee reasonably to review the Schematic Site Plan and the Preliminary Plan for compliance with the requirements of this Declaration and the Development Standards.

(e) The Committee may charge a fee for its review as set by the Association from time to time. The fee shall be set in an amount reasonably equivalent to the actual cost of time and materials utilized in such review based on competitive rates, as determined by the Association. The Committee shall have no obligation to review Schematic Site Plans or Preliminary Plans unless accompanied by payment of the established fee. If review of any submittal cannot be completed because the submittal was incomplete, payment of the established fee is due with each resubmittal.

Section 6.04 Definition of "Improvements". The term "Improvements" shall mean and include all buildings and roofed structures, parking areas, loading areas, trackage, fences, walls, hedges, mass plantings, poles, driveways, signs (to the extent regulated under the Development Standards), exterior illumination, including changes in any exterior color or shape of any of the above, glazing or reglazing of exterior windows with mirrored or reflective glass, and any new exterior construction to exterior improvements which constitutes a material change in design, materials or color from those evidenced in the Schematic Site Plan or Preliminary Plan approved by the Committee. It does not include garden shrub or tree replacements or any other replacement or repair of any magnitude which ordinarily would be expenses in accounting practice and which does not change exterior colors or exterior appearances; it does include both original improvements and all later approved changes to and additions of improvements.

Section 6.05 Basis of Approval. The Committee shall review the Schematic Site Plan and Preliminary Plan for proposed work in order (i) to ensure conformity of the proposed work with the requirements of this Declaration and (ii) to ensure harmony of external design in relation to surrounding structures and topography within each area. Approval of the Schematic Site Plan and Preliminary Plan shall be based, among other things, on adequacy of site dimensions, conformity and harmony of external design and of location with neighboring structures and sites, relation of finished grades and elevations to neighboring sites, compatibility and development within the applicable areas, and conformity to both the specific and general requirements and intent of this

Declaration and the Development Standards. The Committee shall have broad discretionary authority to interpret and apply the standards set forth in this Declaration. The Committee shall not be responsible for review of Schematic Site Plans or Preliminary Plans for compliance with any governmental requirement. Each Owner is solely responsible to ensure compliance of its Plans and Improvements with governmental requirements. At the reasonable request of the Committee or the Board, an Owner shall provide evidence of compliance to the Committee or the Board, as applicable.

Section 6.06 Variances. In case of an unusually sized or shaped site, an unusual condition of terrain or a special use, operation or treatment not provided for within the general conditions of this Declaration, or for any other reason, the Committee may, in its discretion, permit such variances or exceptions as it deems necessary or desirable. For purposes of this Section 6.06 a variance shall be deemed to "materially conflict with this Declaration" if it results in a discernable difference in the appearance of any façade, roofing material, or exterior light standards or any building constructed or to be constructed on the Development. Notwithstanding the foregoing, in no event shall the Committee permit a variance that violates a City code, law, ordinance, or regulation.

Section 6.07 Notice from Committee. Approval or disapproval as to architectural control matters as set forth in this Article VI shall be in writing. In the event the Committee fails to approve or disapprove in writing any Schematic Site Plan or Preliminary Plan submitted to it in compliance with the provisions of this Article within twenty (20) working days following such submission (or having disapproved such Schematic Site Plan or Preliminary Plan fails to specify within such twenty (20) working day period the reasons for disapproval), then the Committee shall be deemed to have approved such Schematic Site Plan or Preliminary Plan. If any Schematic Site Plan or Preliminary Plan is not sufficiently complete or is otherwise inadequate, the Committee may reject them as being inadequate or may approve or disapprove them in part, conditionally or unconditionally, and reject the balance, within that time period.

Section 6.08 Construction. Each Owner, by acceptance of a deed to any portion of the Development, covenants and agrees to construct all Improvements in conformity with the Schematic Site Plans and Preliminary Plans approved by the Committee and to construct no Improvements without that approval. Compliance with this covenant may be enforced in accordance with the terms of this Declaration, including without limitation, the enforcement rights set forth in Section 12.05 and any other means available under applicable law.

Section 6.09 Limitation of Liability. Neither the Committee nor any of its members shall be liable in damages or otherwise to anyone submitting Schematic Site Plans or Preliminary Plans for approval or to any Owner by reason of mistake of judgement, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any Schematic Site Plans or Preliminary Plans, provided that nothing herein shall preclude any Owner from seeking injunctive relief against any such action of the Committee as is intentionally arbitrary and capricious.

Section 6.10 Completion. At any time after completion of construction of Improvements, each Owner shall, upon request of the Association, provide access to the Association to a final set of

record plans and specifications, a marked version of plans and specifications indicating all variances from the original, a certificate of occupancy, or other records maintained by the Owner and showing changes or change orders from the Final Contract Documents delivered to the Association pursuant to Section 6.03 or provide access to the project records. The Association, at its cost and expense, shall be permitted to make and take away copies of such materials.

Section 6.11 Termination of Committee. At the discretion of either the Declarant (if prior to the Conversion Date) or the Board (if after the Conversion Date), the provisions of this Article VI shall terminate, the Committee shall terminate, and no Owner shall be required to seek approval of construction or revisions to existing structures.

Section 6.12 Appeals. Any Owner may appeal any disapproval of the Committee of any Schematic Site Plan or Preliminary Plan to the Board by delivering to the Board a written notice of appeal specifying the matter(s) in dispute. The Board shall schedule a hearing within thirty (30) days of receipt of a notice of appeal. At such hearing the Owner filing the appeal and the Committee may present such evidence pertinent to the appeal as they deem appropriate. The Board may accept the position of the Owner or of the Committee or may issue such other compromise or alternative decision as it deems appropriate.

Article VII.

DEVELOPMENT STANDARDS AND GUIDELINES

Section 7.01 Uses. The following provisions shall be applicable to any and all construction, improvement, alteration, addition or use of the Development and to any and all portions thereof:

(a) **Use Limitations.** Uses of the Development are limited as follows:

(i) All uses permitted under the City of Lubbock Comprehensive Zoning Ordinance, plus any additional uses requested by Declarant and allowed by the City of Lubbock in conjunction with the planned development submittal;

(ii) Except as is otherwise specifically provided below, the following uses are not permitted on any portion of the Development (excluding the Hospital Tract), regardless of the applicable use classification set forth in (a) (1) preceding:

1) Industrial, warehousing, manufacturing (except (A) in a Commercial Tracts ancillary to a first class office development as approved by the Committee or (B) a small scale warehousing as an amenity to an allowed use);

2) Except as otherwise permitted under the City of Lubbock Comprehensive Zoning Ordinance with respect to the Multifamily Tracts, storage or long-term parking (in excess of twenty-four (24) hours of campers, boats, trailers, motor homes, or vehicles with company logos ;

3) Dangerous or unsafe uses such as the sale or storage of explosives. No oil, gasoline or flammable liquid shall be stored in bulk or in more than fifty-five (55) gallon gross capacity except in underground storage tanks;

4) Objectionable or nuisance uses by reason of odor, dust, fumes, smoke, noise, vibration, electro-mechanical disturbance and radiation, electro-magnetic disturbance and radiation, air or water pollution, refuse matter or water-carried waste;

5) Junk or salvage yards, mobile home park, trailer court, labor camp or stockyard;

6) The sale or exhibition of pornographic materials.

7) Except with respect to a Commercial Tract, or except as incorporated as an amenity to an allowed use, car wash;

8) Above-ground swimming pools (which is not intended to prohibit a swimming pool incorporated into the roof or into an above-ground floor in the interior of a structure;

9) Bingo halls or roller skating rinks;

10) Except with respect to a Commercial Tract or as incorporated as an amenity in a parking structure in a Commercial Tract, the sale of gasoline;

11) Dry cleaning plant, but not excluding dry-cleaning pick-up facilities.

12) An abortion clinic or family planning facility or any other medical services practicing euthanasia, fertility treatment, sterilization, or contraception;

13) Uses which are predominately outdoor uses, including without limitation, drive-in theatre (does not include outdoor movies), flea market (does not include art shows, farmers' markets), miniature golf,

go-kart tract, and golf driving range (provided that the latter three uses are permitted as part of an entertainment complex);

14) Any store selling packaged liquor or spirits for off-premises consumption (not to exclude beer and wine sales or events in the Park);

15) Any form of gambling or betting (not to prohibit convenience stores from selling state lottery tickets);

16) Livestock management;

17) Sale or manufacture of firearms/weapons/ammunition;

18) Car Lots (does not include temporary displays for car shows);

19) Pawn Shops;

20) Tattoo and/or body piercing parlors;

21) Smoke and Vape stores, including the sale of CBD;

22) Massage Parlors (does not include massage therapy provided as part of physical or occupational therapy treatments);

23) Payday Loans;

24) Call Centers;

25) Second-hand or "surplus" stores;

26) Government Services Offices; or

27) Any use other than those permitted under Section 7.01(a)(i) preceding except as approved by the Committee in its sole and absolute discretion as compatible with the permitted land uses under Section 7.01(a)(i) preceding and allowed under applicable City requirements.

Section 7.02 Intentionally Deleted.

Section 7.03 Change in Designation or Use. At any time prior to the Conversion Date, (i) Declarant may reclassify all or any Tracts or Lots in the Development for any permitted use, and

(ii) Declarant may reclassify all or part of the Development, in any case in Declarant's sole discretion, by executing an amendment to this Declaration and filing it in the Real Property Records of Lubbock County, Texas. Notwithstanding the foregoing or anything contained to the contrary herein, Declarant may not change the use of the Hospital Tract.

Section 7.04 Development Standards and Guidelines. Each Owner, by acceptance of a deed to any Lot, covenants and agrees that the development, construction and use of the Development and of each Lot shall be subject to compliance with this Declaration and the Development Standards attached hereto as Exhibit C. Compliance with this covenant may be enforced in accordance with the terms of this Declaration, including without limitation, the enforcement rights set forth in Section 12.05 and by any other means available under applicable law.

Section 7.05 Setbacks. Each Owner, by acceptance of a deed to any Lot, covenants and agrees that the development, construction and use of the Development and of each Lot shall be subject to the setback requirements provided in the Development Standards found in Exhibit C attached hereto. The setback requirements provided in Exhibit C shall take precedence over any lesser standards of the City of Lubbock Comprehensive Zoning Ordinance.

Section 7.06 Declarant Right to Grant Future Exclusives. Subject to the restrictions in Section 7.01(a), Declarant shall have the right to grant exclusive use rights to future Owners and/or occupants of the Development in any case in Declarant's sole discretion and without the joinder of any other Owners being required, by executing an amendment to this Declaration and filing it in the Real Property Records of Lubbock County, Texas; provided that (i) Declarant shall not have the right to grant any use rights prohibited by Section 7.01(a) or any use rights in violation of any exclusive use right hereafter granted to any Owner and/or occupant.

Article VIII.
STORMWATER DETENTION

Section 8.01 General. Each Owner, by acceptance of a deed to any portion of the Development agrees that on-site storm drainage for the Lot owned by that Owner will be detained on site to "existing conditions" as provided in the Master Storm Drainage Plan as such conditions exist as of the date of this Declaration (or may be detained off-site in voluntary conjunction with any other Owner or Owners upon agreement of those parties) and in accordance with the requirements of the Master Storm Drainage Plan and agrees to construct and maintain such Tract Detention Areas as is required upon such Owner's Lot (or upon any other Lot in voluntary conjunction with any other Owner or Owners upon agreement of those parties to jointly construct and maintain) as is necessary to satisfy such requirement. Compliance with this covenant may be enforced in accordance with the terms of this Declaration, including without limitation, the enforcement rights set forth in Section 12.05 and by any other means available under applicable law.

Section 8.02 Drainage and Storm Water Management.

(a) All storm drainage and storm water management design shall conform to the Master Storm Drainage Plan. Detention facilities or other ponds which are designated to continuously contain water year round must use fountains and/or other methods of water circulation to encourage maintenance of a high level of water quality.

(b) The pond edges shall be designed in accordance with the Development Standards. The depth of ponds shall be a minimum of four (4) feet unless rock is encountered and unless otherwise approved by this Committee. The depth and grading of detention areas that are designed to continuously contain water year round should be designed to not need fencing and minimize erosion. Grading of these features should follow natural-appearing, gentle contours.

(c) Wherever feasible, parking areas should be designed to "sheet drain" over grass before draining into existing creeks, swales, Development Detention Areas or Tract Detention Areas. These grassy areas should have a minimum width of ten (10) feet to encourage natural percolation, minimize erosion and reduce drainage velocities.

(d) Draining water from construction sites into the permanent storm drainage system is prohibited unless such water is virtually free of soil particles. During construction, each Owner must provide and maintain proper erosion control measures in accordance with their Storm Water Pollution Plan and with City and EPA requirements.

(e) No open channels lined with concrete from parking lots to open drainage facilities will be allowed (except for on the Hospital Tract). If parking areas are to be designed and utilized for detention basins, drop or curb inlets shall be used to convey stormwater drainage through an underground storm drainage system into detention facilities or lakes in accordance with the requirements of the Master Storm Drainage Plan.

(f) Where possible and in conformance with the design hydraulics and practical sedimentation control, all storm drainage outfall structures shall be hidden from view by submerging them underwater in a detention facility or locating them to minimize view from primary traffic flow corridors.

(g) No concrete rip-rap or concrete lined channels shall be allowed within the Development. Gabion baskets are not encouraged for use, but will be permitted in low visibility areas provided that individual baskets are not taller than two feet, and not built taller than four (4) feet high on the channel edges. Gabions shall be softened from view with continuous plantings of trailing evergreen groundcovers at the Gabion tops and in the middle tiers.

Section 8.03 Declarant Detention Areas. Each Owner of a Tract or Lot upon which is or is to be located all or any part of a Development Detention Area, by acceptance of a deed to that Tract

or Lot agrees that no change may be made to such Development Detention Area by such Owner without the prior written consent of the Association.

Article IX.

MAINTENANCE

Section 9.01 Owners' Duty of Maintenance. Other than those duties and responsibilities undertaken by the Association pursuant to Section 9.02 hereof, the Owners of any Lot shall, jointly and severally, have the duty and responsibility, at their sole cost and expense, to keep that part of the Development so owned or occupied, including buildings, improvements, grounds, Tract Detention Areas (except as otherwise specifically provided in Section 9.02), or drainage easements or other rights-of-way incident thereto, and waterscapes in a well-maintained, clean and attractive condition at all times. Such maintenance includes, but is not limited to the following:

(a) Prompt removal of all litter, trash, garbage, refuse and waste.

(b) Lawn mowing on a regular basis; in summer months lawns shall be mowed at least once every fourteen (14) days;

(c) Periodic tree and scrub pruning to maintain a neat and healthy appearance.

(d) Watering by means of lawn sprinkler system and hand watering as needed to maintain in living and healthy condition all plants on the Lot.

(e) Keeping lawn and garden areas alive and healthy, and any adjoining rights-of-way or swales free of weeds and attractive.

(f) Removing and replacing any dead plant material within 90 days after it has died or within the next planting season, whichever occurs first.

(g) Keeping vacant land well maintained, free of trash and tall weeds, and mowed to a height not to exceed twelve (12) inches.

(h) Keeping parking areas, driveways, road and curbs in good repair.

(i) Complying with all applicable governmental health, safety and code requirements.

(j) Striping of parking areas and repainting of Improvements.

(k) Repairing of exterior damages to Improvements.

(l) Keeping exterior lighting and mechanical facilities in good working order.

(m) Maintaining water levels and water quality in Tract Detention Areas, waterscapes, or water amenities.

Section 9.02 Maintenance by the Association. In order to assure the uniform and consistent appearance of the Development and subject to force majeure, the Association (either through its own employees or third-party contractors and management company) shall perform the routine maintenance of the Common Amenities Areas as provided in Section 3.03(a) hereof and general appearance maintenance of the Tract Detention Areas as provided in Section 3.03(b) hereof. The Association may, at the option of the Association, contract with any Owner to perform maintenance functions of the Owner on such Owner's Lot at such rates as may be mutually agreed between them, provided that all of the costs of performing those functions must be paid by the Owner and none of those costs shall be paid from any Assessment funds.

Article X.

CASUALTY AND EMINENT DOMAIN

Section 10.01 CASUALTY.

(a) If any of the Improvements located on any Lot are damaged or destroyed by fire or other cause, the Owner of such Improvements shall promptly cause either: (i) the repair, restoration, or rebuilding of the Improvements so damaged or destroyed, or (ii) the razing of any damaged Improvements, the filling of any excavation, and performance of any other work necessary to put such portion of the Development in a clean, sightly and safe condition. An Owner electing to repair, restore or rebuild any such Improvements destroyed by fire or other cause in strict conformity with the plans and specifications originally approved by the Committee shall submit such plans to the Committee, but the Committee shall be deemed to have approved such plans, provided, such plans conform with City requirements.

(b) In the event any Common Amenities Area Improvements are damaged or destroyed, the Association shall promptly cause the repair, restoration or rebuilding of the Common Amenities Area improvements to the extent necessary to restore the area to its previously improved condition and restore such other areas to the extent necessary to avoid interference with the remaining Common Amenities Areas of the Development and to adhere to any parking ratios required pursuant to the legal requirements and this Declaration.

Section 10.02 Casualty Insurance. In order to assure performance of their respective obligations under Section 10.01, the Owners shall cause to be carried fire and extended coverage insurance on all Improvements on their respective Lots in the amount of the replacement cost of such Improvements, and in amounts at least sufficient to avoid the effect of any co-insurance provisions of such policies. Such insurance may be carried under a "blanket" policy or policies covering other properties of the Owner, its subsidiaries and its affiliated entities. Plans for reconstruction after fire or casualty are subject to Committee review pursuant to the provisions of Article VI; provided that reconstruction in accordance with original plans previously approved by the Committee under

Article VI shall be approved by the Committee upon verification by the Committee of prior approval.

Section 10.03 Eminent Domain. In the event the whole or any part of the Development shall be taken by right of eminent domain or any similar authority of law (a "Taking"), the entire award for the value of the land and improvements so taken shall belong to the Owner of the property so taken and no other Owner shall have a right to claim any portion of such award by virtue of any interest created by this Agreement. Any Owner which is not subject of a Taking may, however, file a collateral claim with the condemning authority over and above the value of the land being so taken to the extent of any damage suffered by such Owner resulting from the severance of the land or improvements so taken if such claim shall not operate to reduce the award allocable to the property taken. In the event of a partial Taking, the Owner of the portion of the Development so taken shall either (i) restore the improvements located in that portion of the Common Amenities Areas situated within such Owner's Lot as nearly as possible to the condition existing prior to the Taking without contribution from any other Owner, or (ii) raze any damaged building, fill any excavation and perform any other work necessary to put such portion of the Development in a clean, sightly and safe condition.

Article XI.

EASEMENTS

Section 11.01 Temporary Construction Easement Reserved by Declarant. Declarant reserves itself and for the benefit of the City a temporary construction easement for the construction of the Roadways and sidewalks and the installation of utilities, Development Detention Areas, storm sewer facilities and landscaping in and along the Roadways and Landscape Zones, over and across an area fifty feet on either side of the right-of-way for each Roadway, or fifty (50) feet adjacent to the constructed facility, if it is not located within fifty (50) feet of a Roadway right-of-way. This temporary construction easement shall terminate, with respect to each Roadway, one (1) year after such Roadway is opened to public traffic.

Section 11.02 Maintenance Easement Reserved by Declarant. Declarant reserves for itself, its successors and assigns, and for the Association, an easement for the installation, operation, modification, maintenance, and repair of landscaping, utilities, drainage, storm sewer and detention facilities in Common Amenities Areas (and the right to inspect same) over, under and across all Common Amenities Areas. The easement shall include the right of ingress to and egress from Common Amenities Areas across each Tract or Lot to the extent reasonably necessary for the purpose of carrying out the purposes of the easement together with the right to remove any obstruction that may be placed in such Common Amenities Areas that would constitute interference with the use of such Common Amenities Area, or with the use, maintenance, operation or installation of such utilities and drainage facilities.

Section 11.03 Easements Reserved for the Association. The Association shall have the right to enter upon a Lot at all times for the purpose of inspecting such Lot to determine compliance with the Owner's maintenance requirements under Article IX. In the event such level of maintenance is not achieved or maintained, the Association shall have the right, at any time, of ingress to or

egress from such Lot for the purpose of maintaining, repairing or replacing any portion of the Landscape Areas or Lot improvements on such Lot which is or are not in compliance with those maintenance requirements.

Before the Association initiates any action to correct an Owner's failure to meet its maintenance obligations under Article IX, is shall be the responsibility of the Board (which may delegate such responsibility to the Committee or its management agent) to determine the deficiencies and issue, in writing, a notice to the Owner to correct those deficiencies. If such notice is given and the noted deficiencies, including Owner's failure to exercise reasonable care or conduct, are not corrected within seven (7) days, which time period may be extended by the Board, at its sole discretion, then the Board and its representatives, contractors and agents may enter upon the Lot and take corrective action on behalf of the Association. The expenses incurred by the Association in connection with such action shall be reimbursed through a Special Member Assessment levied against the delinquent Owner of any such Lot, as provided in Section 4.05.

Section 11.04 Utility Easements, Common Amenities Areas.

(a) Declarant hereby grants and conveys, for the benefit of the Owners and each and every Lot, a perpetual non-exclusive license in, to, over, under and across the Landscape Zones for the purposes of installation, operation, maintenance, repair, replacement, removal and relocation of underwater storm sewer lines, sanitary sewer pipes, water and gas mains, electric power lines, telephone and cable lines, and other underground utility lines (collectively referred to as the "Utility Lines") to serve the facilities located or to be located on the Lots. The installation of any Utility Lines shall be subject, as to location, to the written approval of the Committee and any damage to any Lot caused by the installation of the Utility Lines shall be promptly repaired by the Owner by or for whom such work was performed and at such Owner's sole cost and expense.

(b) The Owner of a Lot served by such Utility Lines may operate, maintain and repair (and, with the written approval of the Committee, relocate) such Utility Lines, provided such repair and maintenance is performed expeditiously and in a manner that will not interrupt service to other Lots and will not unreasonably interfere with the normal operation of business in the Development and only after five (5) business days' written notice to Owners whose property will be impacted. The Owner performing the repair shall, at is cost and expense, repair any damage to any other Improvements. Each Owner performing such maintenance or repairs will indemnify and hold the other Owners and any Occupant of such other Owners' Lots harmless from any claims, damage or loss which may result in making such repairs or relocating its facilities from the activities of the Owner by or for whom such maintenance or repairs are made.

Section 11.05 Reciprocal Ingress Egress Easements. Declarant hereby reserves for itself and each Owner of any Lot in the Development a mutual and reciprocal free and continuous right, privilege, license, and easement of passing over, across and along all paved roads, driveways and other access areas in the Development for ingress and egress for the passage and accommodation

of pedestrians and vehicles across such paved portions of the Development. The easements granted herein are not exclusive, and the right is hereby reserved for each Owner of any Lot affected by this easement to grant such other easements, rights or privileges covering paved portions of its Lot to such persons and for such purposes as the Owner of each Lot may determine, so long as such purposes do not unreasonably interfere with the rights and easements granted herein. Further, nothing contained herein shall prohibit the Owner of any Lot from temporarily closing any paved road, driveway, or other access area for construction or repairs so long as reasonable alternative access ways are provided during the pendency of any such construction or repairs.

Section 11.06 Non-exclusive Easements for Automobile Parking and Incidental Uses. During the term of this Declaration, Declarant hereby grants and conveys, for the benefit of each Owner of a Lot in a Commercial Tract and their Permittees, in common with others entitled to use the same, a non-exclusive easement for (i) the passage of vehicles over and across all access drives within Commercial Tracts, (ii) the parking of vehicles over and across the parking areas of the Common Areas of such Commercial Tracts, and (iii) the passage and accommodation of pedestrians over and across the access drives and sidewalk areas of the Development, as the same may from time to time be constructed and maintained for such use. Declarant reserves the right in its sole discretion to approve the number, location, and width of all curb cuts onto any drive or public street. Vehicular access within the Development shall be limited to the locations designated therefor on the Development Plan (as amended from time to time by Declarant) and all agreements concerning vehicular access and parking within the Development shall be subject to approval of Declarant and all applicable governmental authorities. *Freestanding outparcel restaurants will be required to have one parking space for every 150 square feet of their building space. In the event a restaurant has a patio greater than 250 square feet, then additional parking will be required in an amount of one parking space for every 200 square feet of patio. *

Article XII.

GENERAL PROVISIONS

Section 12.01 Binding Effect and Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land subject to the Declaration, and shall inure to the benefit of and be enforceable by Declarant and/or the Association and their respective legal representatives, successors and assigns, for the term of thirty (30) years from the date that this Declaration is recorded in the Real Property Records of Lubbock County, Texas, after which time this Declaration shall automatically be extended to cast two-thirds (2/3) of the votes of the Association has been recorded in the Real Property Records of Lubbock County, Texas (or such other place as may be required by law at the time of such recording), agreeing to abolish this Declaration; provided, however that no such agreements to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment**.**

Section 12.02 Amendments by Declarant.

(a) Until the Conversion Date, except as otherwise specifically provided in this Declaration, Declarant may make amendments to this Declaration only with consent of the Declarant and CHS and an affirmative vote of sixty-six and two-thirds percent (66-2/3%) of the Members calculated in accordance with Section 2.03 hereof.

(b) Any and all amendments by Declarant shall become effective when an instrument is recorded in the Real Property Records of Lubbock County, Texas, or such other place as may be required by law at the time of such recording, with the signature of the Declarant, and the requisite Members of the Association, as the case may be.

Section 12.03 Amendments by Members. Any amendment prior to the Conversion Date shall be governed by the terms and provisions of Section 12.02 hereof. After the Conversion Date, except as otherwise specifically provided in this Declaration, this Declaration may be amended in whole or in part by the written agreement of CHS and the Members of the Association entitled to cast sixty-six and two-thirds percent (66-2/3%) of the votes of the Association as evidenced by a document bearing each of their signatures with such document to be effective when recorded in the Real Property records of Lubbock County, Texas, or any other place as may be required by law at the time such document is recorded. Notwithstanding the aforementioned voting rights or anything else contained herein to the contrary, nor the passing of the Conversion Date, until such time as the Declarant no longer owns either: (1) record title to any Lot; or (2) a lien interest in any Lot; neither the Association, the Members nor any Owners shall take any action with respect to the modification or amendment of this Declaration, or any Declaration Supplement hereto, without the consent and approval of the Declarant, which shall not be unreasonably withheld or delayed Notwithstanding the terms and provisions of Section 12.02 and Section 12.03 hereof, any amendment changing or restricting the permitted use of a Lot or subdivided portion thereof shall also require the written consent of the Owner of such Lot or portion thereof to be recorded with the amendment.

Section 12.04 Minor Deviations. During the existence of this Declaration, as supplemented or amended from time to time, the Board shall have the power and right to permit minor deviations and waivers of the provisions of this Declaration.

Section 12.05 Enforcement. The Association shall have the right to enforce any lien, obligation or right created by this Declaration in any manner available under applicable law. Failure by the Association, Declarant and/or any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorney fees and court costs from the non-prevailing party.

Section 12.06 Validity and Severability. Violation of or failure to comply with any covenant, condition or restriction contained in this Declaration shall not affect the validity of any mortgage, deed of trust or other similar security instrument on any Lot. Invalidation of any one or more of such covenants, conditions and restrictions, or any portions thereof, by a judgement or court order shall not affect any of the other provisions herein contained, which shall remain in full force and effect. In the event any provision of this Declaration requires an act which would violate any law, ordinance or regulation promulgated by the City or any other governmental body having

jurisdiction, then the action so required hereunder shall be excused and such law, ordinance or regulation shall control.

Section 12.07 Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa, unless the context requires otherwise.

Section 12.08 Notice to Members. Any notice required to be given to any Member under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States Postal Service, postage prepaid, certified or registered mail, return receipt requested, addressed to the last known address of the person who appears as a Member on the records of the Association at the time of such mailing. It shall be the Member's responsibility to provide the Declarant and the Association with a current name and address of the party authorized to receive notice.

Section 12.09 Notices to Declarant, the Board or Committee. For the purpose only of notices or other submissions required or allowed to be given prior to the Conversion Date to Declarant, the Board or the Committee under this Declarant, the address to which all such communications are to be sent is:

Covenant Park Phase 1 Venture, LLC
13642 Omega Rd
Dallas, Tx 75244
Attention: Christi Berger

With a copy to:

Covenant Health System
3615 19th Street
Lubbock, Texas 79410
Attention: Legal Counsel

All such communication shall be given by either personal delivery, overnight delivery service or by depositing same in the United States mail by either certified or registered mail with postage prepaid and return receipt requested and bearing the address provided herein. Notices shall be effective when received if delivered by personal delivery, on the next business day after delivery to an overnight delivery service, or three days after deposit with the U.S. Postal Service if mailed by United States mail as provided above. Notwithstanding the foregoing, delivery of Schematic Site Plans and Preliminary Plans pursuant to Article VI hereof shall be effective only upon receipt. Declarant, the Board or the Committee may change its address by giving written notice thereof to all Owners at their respective Lots, except that notice of change of address shall not be effective as to any Owner unless and until actually received by such Owner.

Section 12.10 Disputes. Matters of dispute or disagreement between the Members of the Association with respect to the interpretation or application of the provisions of this Declarant or

the Association Bylaws shall be determined by the Board, whose determination (absent arbitrary and capricious action) shall be final and binding upon all Members.

Section 12.11 Approvals. No approval, consent or waiver by the Declarant, Board or Committee pursuant to the provisions hereof shall be effective unless in writing.

Section 12.12 Governing Laws. This Declaration shall be construed in accordance with the laws of the State of Texas.

Section 12.13 Mediation. Declarant, each Owner, the Association, the Board and the Committee agree that, in the event of any dispute hereunder or as to the interpretation hereof, that is not resolved pursuant to Section 12.10, such dispute shall be submitted to mediation prior to the filing of any lawsuit with respect thereto. Each party agrees to cooperate in good faith as to the selection of a mediator. In the event the parties to the dispute cannot agree on a mediator, each party shall put forth one (1) person as a mediator and each of the proposed mediators shall select one (1) mediator to lead the mediation.

Section 12.14 Exhibits. The following Exhibits are attached hereto and incorporated herein by reference:

(a) Exhibit A: Property Description
(b) Exhibit B Development Plan
(c) Exhibit C: Development Standards and Guidelines

[remainder of this page is intentionally left blank; signatures on following page]

IN WITNESS WHEREOF, this Declaration has been executed this ____ day of _____, 2021.

DECLARANT:

Covenant Park Phase 1 Venture, LLC,
a Texas limited liability company

By: 82 West Management LP,
a Texas limited partnership, its Manager

By: _____
Name: Charles Hodges
Title: Authorized Signatory

Covenant Health System,
a Texas non-profit corporation

By: _____
Name:_____
Title: _____

EXHIBIT A
Property Description

Being Tract B (Tax ID R337660) and Tract C (Tax ID R337661) in Covenant South, an addition to the City of Lubbock, Lubbock County, Texas, situated in Block AK, Section 31, Abstract No. 243, and Tract E-2-A (Tax ID R311834), Tract E-2-B (Tax ID R322380), and Tract E (Tax ID R130809) being situated in Block AK, Section 31, Abstract No. 243, all of which tracts being a portion of land conveyed to Covenant Health System described in a Special Warranty Deed recorded in county clerks file number 2006023923 of the Official Public Records of Lubbock County, Texas, said Tracts contain approximately 47.6 acres as further described by the Metes and Bounds on the following pages.

EXHIBIT B
Development Plan

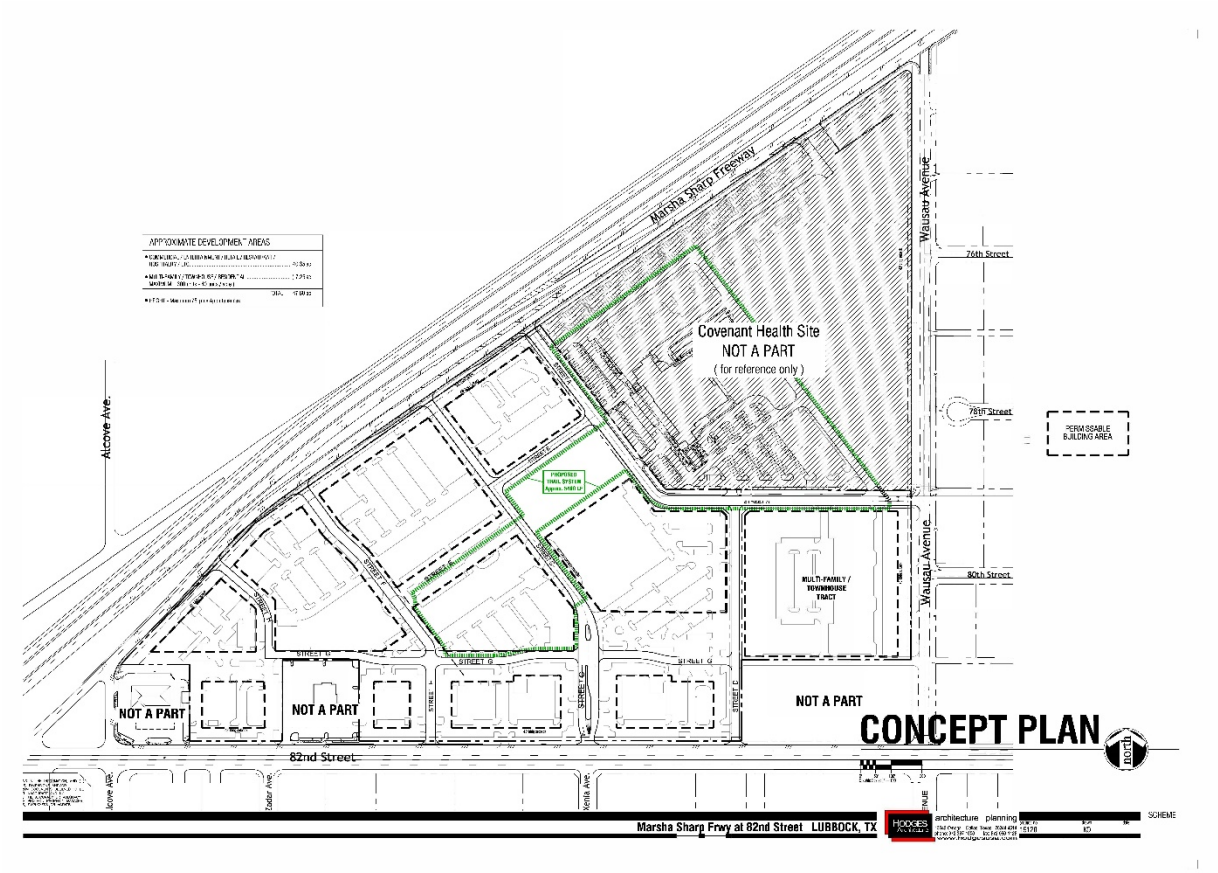

EXHIBIT C
Development Standards and Guidelines

(to be attached hereto)

VII-B. Proposed Development Standards and Guidelines to be overseen by Architectural Control Committee [*attached on following page*]

July 1, 2021

Marsha Sharp and 82nd Street
Lubbock, Texas

Development Standards and Guidelines

A. DEFINITIONS

1. "Building Site" means each subdivision of a Tract.
2. "City" means the City of Lubbock, Texas.
3. "Construction Sign" means any temporary sign identifying the property owner, architect, contractor, engineer, landscape architect, decorator or mortgagee engaged in the design, construction or improvement of the Building Site on which the sign is located.
4. "Corporate Development" means a permanent building or series of buildings located on a Building Site and intended for use as commercial lots with related amenities, if any.
5. "Development" means the real property described on Exhibit A and depicted on the Concept Plan attached as Exhibit B, together with all improvements now or hereafter located thereon.
6. "Development Detention Areas" means the filtration basin(s) and the detention basin(s), if any, as may be constructed by or at the direction of Canyon Hub and designated for stormwater detention and for holding of irrigation water, the locations of which are to be determined by Canyon Hub.
7. "Final Contract Documents" has the meaning specified in Section F herein.
8. "Improvement" or "Improvements" has the meaning set forth in Section F herein.
9. "Landscape Zone" means the area of each Tract subject to a parking setback (excluding any Setback Variance Area) more fully described in the Master Landscape Plan attached hereto as Exhibit J. Special restrictions applicable to the Landscape Zone(s) are attached hereto as Exhibit U.
10. "Master Drainage Plan" means the plan attached hereto as Exhibit H.
11. "Open Space" means all surface areas of the project that are not covered with enclosed buildings, parking and drive areas. Landscaped areas, Pedestrian plazas, sidewalks (covered or uncovered) pools, trails, and playgrounds count as Open Space. In addition, areas such as easements or rights-of-way, that may be owned or controlled by a governmental agency, but that are being maintained privately, will count towards the Open Space and landscape area requirements.
12. "Ornamental Tree" means any tree specified as an Ornamental Tree on the Development Plant List attached hereto as Exhibit Q.
13. "Plans" means Schematic Site Plans and Preliminary Plans of an Owner for any Building Site approved by the Committee pursuant to these Development Standards.
14. "Preliminary Plan" has the meaning specified in Section F herein.
15. "Retail Development" means a permanent building or series of buildings located on a Building Site and intended for use as retail lots with related amenities, if any.
16. "Retail Tract" means any Tract used as a Retail Development.
17. "Setback Variance Areas" are areas otherwise within the Landscape Zone of a Commercial Tract in which certain otherwise prohibited uses are permitted, as follows: The Owner of a Commercial Tract shall be permitted to encroach upon a ten (10) foot parking setback by five (5) feet for a distance of no more than 100 linear feet for the purpose of seating on restaurant outdoor patios and terraces and for areas of parking or fire lanes. An Owner is permitted more than one Setback Variance Area on a Tract if each Setback Variance Area is spaced a minimum of 100 feet from any other Setback Variance Area (whether such other Setback Variance Area is located on such Owner's Tract or another Owner's Tract). The 100 foot (100') spacing area is subject to the standard parking setback and shall be included in the Landscape Zone. The area located within a Setback Variance Area shall not constitute part of the Landscape Zone for purposes of maintenance of Landscape Zones by the Association. These permitted variances from parking setback requirements are illustrated on Exhibit U.

18. "Schematic Site Plan" has the meaning set forth in Section F herein.
19. "Shade Tree" means any tree specified as a Shade Tree on the Development Plant List attached hereto as Exhibit Q.
20. "Tract" means each parcel of the Development designated as a Tract on the Site Plan.
21. "Roadway" or "Roadways" means Milwaukee Avenue, U.S. Highway 62-82 (Brownfield Highway), Ironton Avenue and Canyon West Parkway, all of which are shown on the Site Plan.
22. "Utilities Plan" means that certain Utilities Plan attached hereto as Exhibit E.

B. GENERAL GUIDELINES

Development Criteria – General. The following provisions apply to any and all construction, improvement, alteration, addition, or use of the Development and to any and all portions thereof:

1. Streets and Driveways.

    a. To the extent possible within these Development Standards, driveways shall be shared by adjacent Tracts.
    b. Private street and driveway locations shall be determined from the centerline of the street or driveway. Private streets and driveways shall intersect with public streets at angles of 90 degrees if possible. Driveways shall be at least twenty-eight feet (28') wide (measured in any case from the back of curb), shall be paved and curbed with concrete, and curbed and guttered with thirty foot (30') minimum radii in accordance with City requirements unless otherwise approved in writing by the Committee and the City.
    c. Parking areas must be paved with concrete, concrete pavers or brick pavers and curbed and guttered with concrete. Access drives must be paved, curbed and guttered with concrete in accordance with the Development Standards promulgated by the City.
    d. Parking areas must meet Parking Standards to accommodate all parking needs for employees, company vehicles, residents, invitees and visitors. If parking needs increase on any building site, additional parking must be provided by the Owner of such building site.

2. Visibility Triangles.

    a. The term "Visibility Triangle" has the meaning provided in regulations of the City for safe visibility at street intersections until such time as the City adopts such an ordinance, at which time the ordinance of the City shall govern.
    b. No fence, wall, screen, sign, structure, planting, hedge or tree foliage shall be erected, planted or maintained in such a manner as to obstruct or interfere with a clear line of sight for the drivers of approaching motor vehicles within a Visibility Triangle between thirty inches (30") and nine feet (9') above the average grade of the street. No trees shall be planted within any Visibility Triangle in a Retail Tract.

3. Underground Utilities. All utilities must comply with the Utilities Plan attached hereto as Exhibit E. Additionally, the following restrictions also apply:

    a. Any and all pipes, lines or wires used for the transmission of water, natural gas, electricity, telephone, television or any other public or private utility service, not within a building, shall be located, placed, constructed and maintained underground. Each Owner shall provide underground sleeves and pull boxes as required for the adequate utility service of all Building Sites within the Tract being served.

b. Utility boxes, utility transformers, meters or other equipment which must be located above ground must be approved by the Committee as to type, size and location and must be screened from view from public thoroughfares. Screening shall be accomplished by providing evergreen planting that will screen the equipment boxes, or by other method approved by the Committee.

4. Solid Waste Disposal. Solid waste disposal facilities are required for each site. All solid waste disposal shall be in accordance with city, state and federal requirements. Each Owner shall contract for pickups of trash and other solid waste between 10:00 p.m. and 7:00 a.m. to the extent such service is reasonably available. No septic tanks or other on-site general sewage treatment system shall be installed on any Building Site.

5. Sidewalks. Pedestrian access by sidewalks into each site shall be required and should link the public street walkways to the central pedestrian core of each Building Site. At a minimum, each Owner shall construct a six foot (6') wide concrete walk on one (1) side of and parallel to the main driveway into the site.

6. Bicycle Racks. Bicycle racks shall be included in each Development at a rate of one (1) rack per fifty (50) parking spaces.

7. Construction Criteria.

   a. All construction employees parking and equipment storage shall be located on the construction site so as not to interfere with free passage of vehicular traffic along public streets. During construction each Owner shall ensure that all public streets shall be kept clear of debris from its construction site. The Owner shall be responsible for construction damage to public streets, lighting, landscape and irrigation systems. The Owner of the Building Site under construction shall clean up any dirt, mud and debris carried from the Building Site by construction traffic or other construction activities.
   b. No more than two (2) construction entry points along public streets shall be allowed for any Building Site during the construction period. All construction road routes, parking, and loading/unloading zones shall be built using crushed stone, gravel or similar granular paving material. No construction parking areas shall be located under the drip-line canopy of existing trees within the Development.
   c. All trees within the Development intended to be saved shall be protected during construction by the installation of a temporary six foot (6') net fence, between the construction zone and the area of tree canopies. Single existing Shade Trees within the Development located alone within a construction site shall be protected by installing a chain link fence outside four (4) sides of the drip-line of the tree canopy. Trees to be saved within the Development within flood plain areas shall be protected from construction areas by a temporary six foot (6') net fence.
   d. A six foot (6') temporary chain link fence (or other approved fence) shall be located along the inside edge of the Landscape Zone of each Tract during construction to protect existing planting and irrigation systems.
   e. Construction trailers shall not be located in a Landscape Zone.
   f. A maximum of two (2) project Construction Signs may be located on any Building Site. Project signs shall be designed and constructed as illustrated on Exhibits O and P.

g. No construction shall occur on any site/parcel until such time as adequate portable toilet facilities have been located on the construction site. All portable toilet facilities shall be set back not less than one hundred feet (100') from any Roadway and, if practicable, any adjacent Building Site which is occupied.
h. No excavation shall be made except in conjunction with construction of an Improvement. When such Improvement is completed, all exposed openings shall be back-filled, compacted, graded and returned to original grade and pre-excavation conditions or other conditions contemplated by the Plans.
i. Once commenced, construction shall be diligently pursued to completion. Such construction may not be left, in a partly finished condition any longer than is reasonably necessary.

8. Landscape Standards.

a. The overall objective of the Landscape Standards is to:
   1) Provide requirements for materials, minimum plant measurements and planting methods.
   2) Enhance the overall development site.
   3) Provide a level of unity along the perimeter of the Development and along Roadway.
   4) Reinforce views into/out of the property.
   5) Redefine site entrances.
   6) Minimize views to both surface and structured parking and to service and loading areas.
b. Open space, tree canopy, and minimum landscape shall be calculated as part of the entirety of the Development rather than on a site-by-site basis. Any open space, tree canopy, landscape area, and tree mitigation credits established may be applied throughout the entirety of the Development.
c. Plant materials should be furnished balled and bur lapped and/or container-grown meeting the size requirements listed below.
d. Plant materials shall conform to the requirements described in the latest edition of American Standard for Nursery Stock as published by the American Association of Nurserymen.
e. Plants shall conform to the following minimum sizes:

Shade Trees	3" cal., BB or container
Ornamental Trees	8'-10' high BB or container
Shrubs, groundcover	2 and 5 gal., and 4" pots or 2-¼" pots respectively

f. After planting is complete, plant material should be pruned to remove any broken or dead branches and to preserve the natural character of the plant.
g. Shrub and groundcover areas must be edged with a permanent edging such as steel edging, concrete, or masonry materials.
h. After planting, plant beds must be mulched with a minimum two inch (2") or three inch (3") layer of shredded bark, peat moss or other organic water retaining material over the entire bed.
i. No plans for any building, structure or other improvements to be erected, placed or altered in or upon any Building Site shall be approved by the Committee unless there shall also have been submitted separate landscape plans satisfactory to the Committee, such plan to include plant material and landscape construction to be installed on the Building Site, and to include complete plans for an underground automatic lawn sprinkler system adequate to sustain all planted areas.

j. Install landscaping in accordance with the plans submitted to and approved by the Committee prior to receipt of a certificate of occupancy for a building on a Building Site or as soon as practicable allowing for the seasons of the year, but in no event later than ninety (90) days following receipt of a certificate of occupancy for a building.
k. Landscape treatment of each Building Site shall be in the form of Shade Trees and Ornamental Trees, shrubs, groundcovers and grasses. Landscaping shall be used to provide shade for parking and pedestrian areas, identify site and building entrances, frame positive views into/out of the site, reinforcing architectural scale and forms, and to screen and buffer service areas, air conditioning compressors and utility meters, and boxes and transformers.
l. A building site containing unpaved surface area between the sidewalk and the building area (i) shall have such unpaved surface area planted solid with shrubs and/or ground cover, (ii) shall irrigate such unpaved surface area, and (iii) shall be prohibited from planting or allowing grass to grow in such unpaved surface area; provided, however, unpaved surface areas greater than ten feet (10') in width (from building to sidewalk) and in excess of one hundred (100) square feet may be planted in grass with the written approval of the Committee.
m. On property held for future development, the Owner must install grass or groundcover in the area within thirty (30) feet of any street other than within a Landscape Zone and must establish or re-establish vegetation generally to control erosion.
n. All landscaping shall be maintained in a quality manner at all times.
o. Each Tract shall include a "Buffer Zone" (herein so called) containing a minimum of ten feet (10') wide along side and rear property lines not otherwise subject to setback requirements. One (1) Shade Tree must be planted within the Buffer Zone for each five hundred (500) square feet of the Buffer Zone.
p. Provide a minimum of twenty five (25) Shade Trees per acre of non-paved surfaces. Two (2) Ornamental Trees may be substituted for one Shade Tree. Plantings and trees within a Buffer Zone shall be counted toward an Owner's compliance with this requirement.

9. Parking Lot Landscaping

a. Surface parking areas shall be screened from view from public streets and the adjacent Building Sites by the use of trees, plantings, and berms to minimize views of the automobiles below their hood lines, minimum three foot (3') high solid screen. If shrubs are used, they shall be planted at maximum 2' o.c. and be two feet (2') high at planting.
b. Surface parking areas shall be subdivided into smaller "parking cells" by the combined use of terracing, tree plantings, shrub and groundcover plantings and berms. These parking cells shall contain a maximum of two hundred fifty (250) spaces and can be a variety of shapes and configurations. Parking cells may be terraced using sloped island areas in grass or groundcover areas, retaining walled areas, or a combination thereof to provide more interest in the parking layout.
c. Parking lot cells shall also contain "spot islands" internal to a parking lot cell. Spot islands shall be nine feet (9) x eighteen feet (18') in size and shall (i) be planted with living plant materials; and (ii) have a minimum of one (1) Shade Tree for each island. One spot island is required for each twelve (12) parking spaces.
d. Spot islands of 5'x5' diamond shape may be substituted for up to 50% of interior full size islands (excluding end islands of parking rows).
e. There shall be a minimum of one Shade Tree per five (5) parking spaces in all parking areas. These trees may be planted within each parking area or within the surrounding parking lot edge area. No parking space shall be greater than sixty feet (60') from a tree. These requirements are illustrated on Exhibit M.

10. Irrigation Standards.

    a. Install a permanent underground automatic irrigation system adequate for maintenance of landscape areas on the Tract.
    b. Each irrigation system should be designed to minimize overthrow onto non-porous areas.

11. Screening

    a. A solid screening wall of brick or limestone, as approved by the Committee, not less than seven feet (7') in height shall be constructed and maintained between any Commercial, Retail, or Corporate Tract and any adjacent single family residential as illustrated on Exhibit L. Wall construction is required to be completed by the first party constructing improvement on said adjacent tracts.

12. Acceptable Landscape Materials and Plant Lists. All plants utilized on any Building Site must be plants which are listed on Exhibit Q.

13. Grading

    a. All grading must be done to alleviate ponding and must be coordinated with the Master Drainage Plan. Depressions on paving or the landscaped areas which will allow the unintentional ponding of water are not permitted. Grading in all landscaped areas must provide smooth transitions in grade elevations. Slopes on lawn areas must not exceed 3:1 and must have a minimum slope of 2% to facilitate drainage. Slopes in parking lots must not exceed 7% (with the exception of truck docks) and must have a slope of at least 0.5%.
    b. Parking lot areas must be visually broken-up into smaller areas or "cells" by the use of landscaping and the terracing of parking lots.
    c. All surface storm drainage must be designed to conform to the Master Drainage Plan.
    d. Storm water runoff of structures shall be accommodated via interior roof drains. Installation of scuppers or other devices which channel water from the roof over the structure are permissible only as overflow devices. No water from roofs, balconies, ledges or other upper level surface shall run down the facade of any building or parking structure. Runoff shall be channeled directly into enclosed storm sewers or Development Detention Areas, if any (as applicable) unless otherwise approved in writing by the Committee.

14. Existing Preservation / Natural Features. All development shall, to the maximum extent practicable, preserve the existing trees and vegetation, so that these natural site amenities become an asset to the environment of each Tract.

15. Parking

    a. Parking areas must be paved with concrete, concrete pavers or brick pavers (or higher quality materials approved by the Committee) and curbed and guttered, with concrete, in accordance with the Plans. Access drives must be paved, curbed and guttered with concrete in accordance with the street standards promulgated by the City.
    b. Parking areas must be sufficient to accommodate all parking needs for employees, company vehicles, invitees and visitors without the use of on-street parking, and shall meet City requirements. If parking needs increase on any Building Site, additional off-street parking must be provided by the Owner of such Building Site in a manner approved in writing by the Committee and in accordance with the Development Standards promulgated by the City.

c. Setbacks for parking shall be a minimum of ten feet (10') from side and rear property lines. These setback areas are defined as Buffer Zones and shall be landscaped as required under the Landscape section of these Development Standards, as illustrated on Exhibit M.
d. Parking areas must be provided in accordance with the guidelines established by the City to the extent that City requirements are more strict or address matters not otherwise addressed herein.
e. All Site Plans submitted shall include specific information as to construction materials, construction methods to be used and diagrams of the number, type and configuration of parking spaces and handicapped access parking spaces to be provided.
f. No parking shall be located within any Visibility Triangle.

16. Service, Loading, Trash Enclosures, and Storage

a. Service and loading areas shall be located at the rear or side yard of buildings, away from public view or in a separate structure altogether. Such areas must not be visible from roadways, parking areas and pedestrian walkways as much as possible. No service or delivery vehicles may park or load/unload along public roadways, primary entrance drives or in visitor drop-off areas. The Committee may permit variances in writing with respect to loading area when dock or loading areas are screened as approved by the Committee.
b. Loading docks, trash containers, storage areas and ground mounted mechanical equipment shall be screened from public view and residential uses or zones by evergreen shrubbery, trees, masonry screenwall, or a combination thereof. If screening mechanical equipment, the landscape material must be a minimum of one foot (1') taller than the item they are to screen at time of planting and must comply with the planting standards set forth.
c. Storage areas, incinerators, storage tanks, trucks based on the premises, trash containers and maintenance facilities, shall either be housed in closed buildings or otherwise completely screened from public view in a manner and at a location approved in writing by the Committee. Areas shall be screened from view by walls constructed a minimum one foot (1') above all service equipment, such as trash containers, incinerators, storage tanks and cooling towers. These requirements are illustrated on Exhibit L attached hereto.
d. In addition, at each screen wall, if adjacent to a public R.O.W., Shade Trees shall be planted in loose groves and clusters at a density of one (1) tree per fifty (50) linear feet of public street frontage. Planting of Shade Trees and evergreen shrubs shall be used to soften the wall appearance, break up the linear quality of wall and berm, while adding to the overall screening technique, and shall not be considered by itself as the only screening method of the loading area. Screening is illustrated in Exhibit L.
e. Service, loading and storage areas shall not encroach on any Landscape Zone.
f. Trash collection and compaction may not occur within one hundred feet (100') of a single-family detached residence located outside of Covenant Park.
g. Mechanical equipment – ground mounted – may not be placed at an area or wall that faces single family residential that is located within one hundred feet (100') of a single-family detached residence located outside of Covenant Park. Ground-mounted equipment shall not be located between the front building wall and the street.

17. Site Lighting

a. Lighting shall be provided for vehicular, pedestrian, signage and architectural and site features illustrated in Exhibit F.

b. Site lighting fixtures used along entrance driveways and in parking areas for each Building Site shall be no taller than thirty-five feet (35') total height and the fixtures shall be of a consistent design. The pattern of light pooling from each fixture shall be carefully considered to provide smooth, even lighting of driveways and parking, while eliminating undesirable glare or light intrusion into adjacent Building Sites. Parking areas shall have a minimum lighting level as noted below. Minimum at any point on the parking area surface shall be at least .6 foot candles maintained or one-third of the average, whichever is greater. Light sources shall be LED or of similar color, if approved. Yellow/orange source lights are prohibited from use. Incandescent source lighting should not be used.
c. Parking Lot Lights:
    1) Luminaire Fixture Height:
        a) The mounting height for luminaire fixtures shall not exceed thirty-eight feet (35') as measured to the top of the fixture from grade, including the concrete base, except as noted below.
    2) Average Maintained Footcandles:
        a) For the purpose of this standard, the average maintained footcandle shall be calculated at 0.8 of initial footcandles (maintained). All areas within ten feet (10') of a public entrance to the building must have two (2) footcandles minimum illumination.
        b) Non-residential – The maximum average maintained footcandles for all parking lot lighting shall be five (5) footcandles.
        c) Retail, Entertainment, and Restaurant – The minimum average maintained footcandles shall be two (2) footcandles.
        d) Office/Medical/Hospitality – The minimum average maintained footcandles shall be 1.25 footcandle.
        e) Multifamily/Townhouse – The minimum average maintained footcandles shall be one (1) footcandle.
        f) All uses – The maximum maintained footcandle at any adjoining residential property line shall be .2 footcandles, measured at three feet (3') above grade.
        g) Tall pole fixtures are to be Lithonia, D-Series, Size 2, LED Series 4000° Kelvin with American Lite Pole, round tapered, thirty feet (30'), White factory finish. Place pole on three foot (3') concrete base.
        h) NOTE: Where poles are within one hundred feet (100') of residential use or zoning, poles to be twenty feet (20') tall round straight pole on three foot (3') base.
        i) Poles for Residential shall be twenty feet (20') maximum.
        j) Accent fixtures to be Lithonia Radean Post Top Series LED, 3000° Kelvin, on round straight steel pole, ten feet (10'), for a height to top of fixture of approximately twelve feet (12'). White factory finish. If in a concrete walk, place flush on walk. If adjacent to landscaping or unpaved area, place on two inch (2") high concrete base. If bollards are used, they shall be Radean bollard, LED, 3000 Kelvin, forty-two inches (42").
        k) Fixtures to be provided with Lithonia nLight Air 2 features to control the LED module. Provide Horton controls system similar.
        l) Banners on brackets may be included. Banner brackets mounted at fifteen feet (15') in parking lot and eight feet six inches (8'-6") on pedestrian accent lighting above grade to the lowest bracket may be included.
    3) Uniformity Ratios – Luminaire fixtures shall be arranged in order to provide uniform illumination throughout the parking lot of not more than a 6:1 ratio of average to minimum illumination, and not more than 20:1 ratio of maximum to minimum illumination.

d. Canopy Lights
    1) Average Maintained Footcandles – The maximum average maintained footcandles under a vehicular canopy shall be twenty (20) footcandles. Areas outside the canopy shall be regulated by the standards above.
    2) Fixtures – Acceptable fixtures and methods of illumination include:
        1) Recessed fixtures incorporating a lens cover that is either recessed or flush with the bottom surface (ceiling) of the canopy.
        2) Indirect lighting where light is beamed upward and then reflected down from the underside of the canopy. Such fixtures shall be shielded such that direct illumination is focused exclusively on the underside of the canopy.
e. Strobe Lights – Strobe or flashing lighting is prohibited in all areas.
f. Building Lights – Building accent lighting is highly encouraged. Wall mounted lighting and ground mounted lighting may shine upward and to the side, provided it is designed to keep light overspill to a minimum. Lighting shall be provided at special building design features and at all public entrances.
g. Security – Security lighting must be provided around all sides of the building at the minimum lighting levels as noted above.
h. Parking structures shall be lighted on all deck levels, including the upper deck surface. Upper deck lighting fixtures shall be in keeping with a low profile image desired for parking garages. The fixtures shall be limited to twenty (20') in height and shall not be mounted to the garage perimeter parapet walls.
i. Pedestrian walkways, courts, gardens and entrance areas shall be illuminated to enhance the pedestrian qualities of the Development. Low level fixtures should compliment the architectural design and focus on quality landscape lighting that will enhance the Development.
j. Identification graphics and signs shall be lighted internally or from ground mounted locations. If ground mounted, light fixtures should be screened from view in front of the sign. Identification graphics requirements are illustrated on the attached Exhibit N.
k. Illumination must commence automatically one half hour before sunset and last until the Building Site is closed for the evening. Parking structures and pedestrian walkways must be illuminated automatically during all hours of darkness and when poor weather conditions warrant.
l. All exterior lighting shall be designed, erected, maintained, and altered only in accordance with plans and specifications submitted to and approved in writing by the Committee. Lighting shall be compatible and harmonious throughout the Development and shall be in keeping with the specific function and building type served.
m. Site lighting requirements are illustrated on the attached Exhibit F.

18. Signage and Graphics

a. Tenant Exterior Signs
    1) Each tenant shall be allowed a maximum of two (2) signs on the exterior of the building, unless such tenant is free standing or located on an endcap of a building in which case signage will be reviewed and determined by the Committee.
b. General Sign Design Criteria and Secondary Exterior Signs
    1) See the Tenant Sign Criteria attached hereto as Exhibit D.

c. Trucks and Graphics.
   1) No vehicles with graphics shall be permanently located on any Retail Tract. All vehicles marked with graphics are subject to a parking time of twenty-four (24) hours in any location. Any such vehicle may be towed and stored at the direction of the Association at the vehicle owner's expense twenty-four (24) hours after written notice of said violation is attached to or placed on said vehicle.

d. Site signage shall be in conformance with the Master Sign Plan – Exhibit G.
   1) Signs shown on the Master Sign Plan may be up to the following size:
      M1 – Monument Sign – 10' tall – 90 sq. ft.
      M2 – Monument Sign – 20' tall – 180 sq. ft.
      P1 – Pylon Sign – 25' tall – 220 sq. ft.
      P2 – Pylon Sign – 40' tall – 300 sq. ft.
   2) In addition, each Building Site shall be allowed one (1) ground mounted identity sign at each Building Site entry point provided they are spaced a minimum of two hundred feet (200') apart at any site. Building Sites which front other perimeter public streets and have no access to that public street, may install one (1) ground mounted sign similar to the entry point sign on that frontage. General content of the sign(s) shall be limited to a company name, logo symbol, and street address numerals. All signs must be freestanding, ground mounted, monument style signs approved in writing by the Committee and in conformance with this Declaration and standards established by the City prior to installation. The location, size and construction of signs will be in keeping with the character of the Development.
   3) Building mounted signs must (i) be attached to a building, (ii) be installed so as to be parallel to and contiguous with the building wall and not project above the roof line of any building, (iii) have their letters constructed as separate pieces of individual construction, (iv) cover less than total of five percent (5%) of the building facade on which they are placed, and (v) be approved by the Committee.
   4) Flashing or moving character signs may not be installed. Illuminated signs must be rear lighted or lighted from non-apparent light sources
   5) No signs other than those identifying the occupant's nature of the business and/or products shall be allowed. The only other allowed signs are signs of a directional nature.
   6) Temporary signs indicating "for sale" or "for lease" must be in the form illustrated on Exhibit O.
   7) All permitted signs shall be of a material and color consistent with the building located on the Tract to which the sign pertains.

e. Monumentation, obelisks, and accent tower elements are allowed in designated locations.

f. All site directional signs (visitor parking, tenant parking, service vehicles, etc.) shall be used in minimum quantities and be a maximum of twenty-five (25) sq. ft. and five feet (5') tall. All Building Site regulatory signs (stop, yield, etc.) shall be used in a manner consistent with the overall image of the Development.

g. On each Building Site with frontage, one (1) temporary sign may be erected on the Building Site to announce the construction of the project after construction commences. The sign must be constructed as illustrated on Exhibit P and is subject to review and approval by the Committee. Each such sign must be removed within sixty (60) days following issuance of a certificate of occupancy for the Building Site by the City.

C. BUILDING DESIGN AND MATERIALS

1. The objective in building standards is to obtain consistency and quality in architectural design to protect and enhance the value of the Development and each Building Site. In order to maintain consistency, yet permit interest and variety and the use of new materials as they develop, all architectural designs, including those for alterations, additions, or remodeling, are subject to review by and approval of the Committee. Buildings shall conform to these Development Standards and shall be considered as three (3) dimensional objects and attention should be given to the compatible treatment of all exterior surfaces.

    a. Building Height. Primary building structures shall be a maximum height of seventy-five feet (75') with other elements in addition to that per the PD zoning. Primary building structures less than 10,000 sf are limited to a maximum height of twenty-eight feet (28') in Pad Site Tracts.
    b. Site Coverage. In no case shall more than seventy percent (70%) of the total Building Site area be covered by the combined area of the main buildings and any accessory buildings and parking structures/buildings. Surface parking facilities shall be excluded from lot coverage computations. The remaining portion of the Building Site shall be devoted to surface parking, drives, and to Open Space and may include pedestrian areas, cultivated zones, retention/detention facilities, and similar open uses. At least twenty-five percent (25%) of this Open Space must constitute either water features or permeable areas available for the growth of vegetation, or a combination of the two.
    c. Tract Size. No tract shall be subdivided such that any Building Site contains less than 1.0 acre, unless approved by the Committee.

2. Roof Treatments and Screening.

    a. Roof top equipment, piping, flashing, and other items on the roof shall be screened in a manner as to be hidden from view from ground level. Such roof equipment shall be screened or hidden entirely by a parapet wall to match the building exterior design, constructed a minimum of the height of the top of such roof mounted equipment so as not to be seen from finish grade from any point on the site, neighboring sites, or roadways including interior roadways, Marsha Sharp Freeway, or 82nd Street.
    b. The foregoing notwithstanding, skylights that constitute an element of the design of the building will be considered on a case by case basis and the Committee has the sole discretion to approve such skylights without requiring that such skylights be shielded from view.
    c. Building roofs shall be so designed and constructed to prevent water ponding and to shed water in a reasonable amount of time. Built-up roofs and roof-top items which include equipment, piping, flashing and other items shall be maintained for continuity of the roof appearance.

3. Parking Structures

    a. All parking structures must be specifically reviewed and approved by the Committee.
    b. Parking structures, if provided, shall be compatible in material, color, and design to their accompanying principal structures. Height of the parking structure shall not exceed 1/2 the height of the principle structure.

c. No part of an automobile below the hood line shall be visible within a parking structure from any point on the site, or from adjacent sites and rights-of-way.
d. Parking structures shall contain internal circulation ramps.
e. Use of planters and vegetation for screening and decorative purposes on parking structure façade elevations is required.
f. Parking lot landscape spot islands are not required to be provided within or on the top level of a parking structure.
g. Parking structure lighting must be cut-off type fixtures to direct light downward only. Top level of structure to have pole lighting maximum twenty feet (20') tall.

D. GENERAL CRITERIA FOR COMMERCIAL DEVELOPMENT

1. Buildings are to have architectural theming, including common design elements and materials within each development.

2. Buildings shall be designed to enhance the community character and have features that provide visual interest. Large, blank facades and wall surfaces shall not be permitted. Windows and/or storefronts should be included in wall planes wherever feasible. The building facades should be broken up and softened when feasible through overhangs and colonnades, trellis, architectural detailing or landscaping.

3. Building walls greater than one hundred feet (100') in length shall have vertical and horizontal façade articulation or other distinctive changes in the building façade, such as material changes, color or textural changes, projections or recesses greater than sixteen inch (16"), canopies, porticos, and sunshades at intervals of one hundred feet (100') maximum.

4. All buildings shall have some portion of parapet level changes or sculptural roof form through sloped roofs, mansards, etc.

5. All sides of buildings visible from the streets, or internal customer parking areas of the site, shall be constructed of masonry, including brick and native stone veneers, decorative block, Architectural finish concrete, stucco (EIFS), or other high quality material customarily used for this building style. Windows, doors and related trim are not included in this requirement.

6. For all facades that face a public street, a minimum of 60% of the total net exterior wall area of each building elevation, excluding gables, windows, doors and related trim, shall be clay fired brick or native/natural stone.

7. For all other facades that do not face a public street, a minimum of 40% of total net exterior wall area of each building elevation, excluding gables, windows, doors and related trim, shall be clay, fired brick or native/natural stone.

8. Acceptable materials include:

   a. Native Texas quarried natural stone or limestone of varying colors, sizes and textures.
   b. Masonry, including burnished and architectural finish face CMU and brick.
   c. Concrete – Architectural finish. Texture coated or textured and colored.
   d. Porcelain Tile.

e. Glass.
f. Galvanized metal panels or prefinished architectural metal panels of gray tone, neutral or earthtone color (maximum 20%).
g. Architectural cementitious panels in a warm, neutral/earthtone or gray tone color and "wood look" panels (maximum 40%).
h. EIFS or stucco in a warm, neutral/earthtone or gray tone color.
i. Natural metals such as, but not limited to, zinc and copper.
j. Natural wood, stained or painted (maximum 10%).
k. Roofing tile, metal roofing shingles and panels, slate, and minimum "40 year dimensional shadow type" composite shingles.
l. Accent colors should be used in a limited manner to contrast the more subtle "natural" palette.

9. Glass and Storefronts. Glass may be used to allow visual access into interior spaces, or for display purposes. Buildings may not incorporate glass for more than 70% of the wall plane. Highly reflective or mirrored glass shall not be used without Committee approval.

10. Window glass may not be flush with exterior walls or, if flush, shall have a surround of wood/metal frame or wall trim material.

11. Stone. Native stone shall be incorporated where practical as the common and unifying architectural material.

12. Metal Roofs. Metal roofs are permitted provided that they are pre-finished standing metal seam, batten seam or metal shingles, in natural earth-tone colors.

13. Outdoor Display and Pick-up

    a. Exterior sidewalk displays and cart storage. Areas for customer loading or merchandise display and cart storage is allowed, but such areas shall be clearly delineated and shall not be located in front of any customer entrances, exit door(s), or within fifteen feet (15') on either side of the door(s). Cart Storage shall be screened from view.
    b. Pickup and Delivery. Pickup, delivery, loading and unloading of merchandise, equipment or other items may not occur within one hundred feet (100') of single-family detached residential property located outside of Covenant Park. Loading areas must be located to the side or rear of the building unless the loading area is completely screened from the street by landscaping or walls that are architecturally compatible with the building. Pavement may be located within one hundred feet (100') of residential property.

14. Accessory Use. All accessory uses shall be architecturally compatible with the main structure by sharing color, materials, architectural design, roof pitch elements or some other architectural feature.

15. Drive-Through Requirements.

    a. Drive-through uses shall provide sufficient stacking area to ensure that public rights-of-way are not obstructed. Fast food restaurants with drive-through facilities shall provide a minimum stacking distance of one hundred feet (100') minimum unless the building owner or tenant can substantiate that a lesser requirement is appropriate based on a national

standard or case studies of other facilities operated by that owner or tenant. Other drive-through facilities shall provide a minimum stacking distance of sixty feet (60') minimum.

b. Drive-through canopies must be built as an integral architectural element of the structure. The supporting structure shall include at least one (1) of the following architectural features:
   1) Native Texas stone, limestone, or brick on the supporting structure columns or building facade.
   2) A sloped metal roof.
c. The materials are to be the same as those used in the primary structure. Drive-through structures and facilities physically separated from the primary structure must be architecturally compatible with the primary structure.
d. Drive-through uses must be located to the rear or side of the structure, and buffered on the rear and side lot lines. A portion of the buffer between sites can be provided on adjacent lots.

E. GENERAL CRITERIA FOR MULTIFAMILY/TOWNHOUSE

1. Buildings shall be located within twenty-five feet (25') of the property line for at least 50% of the total building façade frontage along all public streets. Up to an additional ten feet (10') from the property line may be granted to this twenty foot (20') restriction for 25% of the total frontage; to reasonably accommodate enhanced sidewalks, street trees, landscaping, or other requirements that would otherwise be limited due to easements or other encumbrances. This provision does not establish a maximum setback for the remaining 50% of the building.

2. Parking is discouraged between front facades of buildings and the R.O.W. property line. On street parking is permitted.

3. Buildings shall front on public streets and/or a private street system and may have secondary frontages onto parking lots.

4. Buildings shall be directly accessed from the street and the sidewalk with a minimum of one ground floor pedestrian entrance per building oriented toward the street or sidewalk.

   a. Accessory structures such as carports, garages and storage units (but not including leasing offices, club houses or recreation centers) shall not be located along public right-of-way or private streets.
   b. "Tuck under" or extended garages may occupy no more than 45% of the total building frontage. This measurement does not apply to garages facing an alley, courtyard, or parking field entrance. Any garage may not extend beyond the building front. Garages that are at least thirty feet (30') behind the building front may exceed the 45% frontage minimum. Garages shall not be located along the portion of the building that fronts the public or private street.

5. Building frontages greater than one hundred feet (100') in length shall have recesses, projections, windows, arcades or other distinctive features to interrupt the length of building façade. Elements including, but not limited to, balconies, setbacks, and recesses or projections greater than sixteen inches (16") may be used to articulate individual units or collections of units.

6. Uninhabitable building features, outdoor patios (covered or uncovered), and architectural building feature elements (fountains, towers, awnings, trellis, outdoor gazebos for multi-family, or similar) may encroach upon the front setback or side setback (by as much as 10 feet).

7. Un-enclosed stairwells shall not be located on the exterior of any buildings. Stoops are permitted for the entrance to ground level units directly accessible from the sidewalk.

8. Use of false door or window openings shall be defined by frames, sills, and lintels.

9. All building façades shall include no less than three (3) of the elements listed below. Elements shall occur at intervals of no more than one hundred feet (100') horizontally or twenty feet (20') vertically. Vertical architectural design features, such as towers, are not required to comply with the twenty feet (20') vertical requirement.
    a. Color change.
    b. Texture change.
    c. Material change.
    d. Medallions / accent pieces.
    e. Decorative light fixtures.

10. Roofs:

    a. If pitched roof forms (gable, hip, shed) with overhanging eaves are used, they shall be between four inches (4") of vertical rise to twelve inches (12") of horizontal run, and twelve inches (12") of vertical rise to twelve inches (12") of horizontal run.
    b. Metal standing seam roofing allowed.
    c. Asphalt roofing shingles shall be dimensional (shadow line) type and at least a "40 year" shingle.
    d. Clay tile, concrete tile, and slate are permitted materials.
    e. Distinctively shaped roof forms, detailed parapets, parapet steps, or exaggerated cornice lines should be incorporated into rooflines along building façades greater than seventy-five (75') in length.
    f. Flat roofs are permitted and must have parapets as required to screen any roof top equipment (equal to height of equipment). Walls adjoining flat roofs must contain a distinctive finish at the top of the wall such as a cornice, banding, large coping, or other architectural termination.
    g. All sloped roofing areas shall include gutters and downspouts except for small roof areas such as, but not limited to, roofs over bay windows, awnings, and canopies.

11. Materials and Colors.

    a. For all facades that face a public or private street, windows and doors shall comprise at least 20% of the wall area. All other facades may be reduced to 10%, or may provide one window or door per sleeping area (as defined by the Building Code), whichever method provides for the greater coverage of windows and doors. Shutters, trims, or false windows, shall not count toward the minimum requirement.
    b. For all facades that face a public or private street, a minimum of 60% of the total net exterior wall area of each building elevation, excluding gables, windows, doors and related trim, shall be clay fired brick or native/natural stone. The balance of the 40% net exterior

wall shall be comprised of at least two (2) of the following materials, which shall not be counted toward the minimum masonry requirement.

1) Stucco
2) EIFS. When used, EIFS shall be a minimum of 8 feet above grade/walkway.
3) Prefinished metal panels and siding materials with a dimensional shape, depth of approximately one inch (1") or greater. All materials must have a factory finish with a twenty (20) year warranty.
4) Cement fiber siding such as Nichiha. All siding members must be individual boards or panels. (Soffits may utilize sheet materials of approximately 4' x 8')
5) Cast stone.

c. For all other facades that do not face a public or private street, a minimum of 40% of total net exterior wall area of each building elevation, excluding gables, windows, doors and related trim, shall be clay fired brick or native/natural stone. The balance of the 60% net exterior wall shall be comprised of at least two (2) of the following materials, which shall not be counted toward the minimum masonry requirement.
   1) Stucco
   2) EIFS. When used, EIFS shall be a minimum of eight feet (8') above grade/walkway.
   3) Prefinished metal panels and siding materials with a dimensional shape, depth of approximately one inch (1") or greater. All materials must have a factory finish with a 20 year warranty.
   4) Cement fiber siding such as Nichiha. All siding members must be individual boards or panels. (Soffits may utilize sheet materials of approximately 4' x 8')
   5) Cast stone.
d. No individual building material, with the exception of clay fired brick or native/natural stone may comprise more than 50% of the net exterior wall area of each building elevation.
e. All buildings within a particular project shall be constructed of building materials from a similar color and material palette. This is not intended to require similar materials with adjacent properties within The Convenant. General color palette shall be of earth tones, gray tones, and neutral colors with other accent colors permitted up to a maximum of 10% of each façade.
f. Windows may be residential type vinyl, aluminum, fiberglass, or wood with insulated glass. Storefront glazing systems are also permitted. Window surrounds (trim) are required in all walls other than brick or stone.

12. Public entrances to buildings shall be clearly defined including features such as, canopies, porticos, awnings, peaked roof features, towers, or similar architectural forms and details.

13. Open Space and Amenities.

    a. An area equal to at least 8% of the lot area, excepting required setbacks, shall be dedicated to Open Space for recreation for use by the tenants of the Development.
    b. Areas covered by shrubs, bark mulch and other ground covers which do not provide a suitable surface for human use may not be counted toward this requirement.
    c. Private decks, patios, pool areas, and similar areas are eligible for up to 5% of the 8% required open space, or up to 2-1/2% of the 5% required.

14. Fencing.

    a. If walls and fencing are used to secure the perimeter of a building site in a multi-family zone, they must be 6 feet to 8 feet high and constructed of materials and finishes that match the buildings. "Wrought iron" style metal fencing is allowed provided it is interrupted with

masonry columns or walls (to match the building) such that no run of metal fencing exceeds 40 feet. Metal fencing is to be powder coated or otherwise pre-finished. Field painting is only allowed for touch up when required. Walls/fences located in the front yards or forward of the front building line shall be no more than 50% opaque.

b. Walls and columns must be constructed with appropriate structural footings and foundations to minimize movement and wall failure, and must be constructed with level wall/fence tops.
c. Concrete walls (precast, cast-in-place, or tilt up) regardless of texture, finish and color are not permitted.
d. Fencing shall be setback a minimum of five feet (5') from the sidewalk or ten feet (10') from the back of curb along a public or private street, whichever is greater. Additionally, fencing shall comply with the sight visibility triangle requirements in the City's Transportation Criteria Manual.

F. ARCHTECTURAL CONTROL COMMITTEE

1. **Authority of the Committee.** The Committee has promulgated these Development Standards setting forth salient standards for development of Tracts within the Development and shall provide one (1) copy of such Development Standards to each Owner upon written request. The Committee shall provide additional or replacement copies to any Owner at the cost of reproduction. No improvement shall be erected, constructed, placed, altered (by addition or deletion), maintained or permitted to remain on any portion of the Development until the Schematic Site Plans and Preliminary Plans as required in Section F shall have been submitted to and approved in writing by the Committee in accordance with the review standards of Section F and, to the extent required by applicable governmental requirements, approved by the City. The Committee shall cooperate with the Owner to permit the orderly submission of plans and specifications. The decision of the Committee shall be final and binding upon the applicant and all Owners. All Improvements shall be constructed in accordance with the rules and regulations of all applicable governmental authorities, and approval of any plans and specifications by the Committee shall in no way be construed as a statement by the Committee that such plans and specifications reflect sound engineering practice or comply with the rules and regulations of any governmental authority including, without limitation, the City.

2. **Schematic Site Plan(s), Preliminary Plan(s) and Final Construction Documents.** Prior to either the commencement of site work or construction of any Improvements or the submission of any plans and specifications for the construction of Improvements to the City for review, the Owner of the Building Site upon which such Improvements are to be constructed shall submit to the Committee a Schematic Site Plan and a Preliminary Plan at such address as may be specified from time to time by the Committee. The Committee shall review and approve or provide comments on the Schematic Site Plan and Preliminary Plan in accordance with the provisions of this Article VI. Final Contract Documents (prepared in a manner consistent with the Schematic Site Plan and Preliminary Plan as approved by the Committee) with respect to such portion of improvements as are then to be constructed shall be submitted to the Committee for the Committee's records on or before construction of the improvements contemplated therein. The Schematic Site Plan(s) shall be a minimum scale of 1" = 100' and the Preliminary Plan(s) shall be a minimum scale of 1" = 50'. Each of the Schematic Site Plan and Preliminary Plan shall include the following minimum information on 24" x 36" or larger size sheets and 8 ½ " x 11" or larger outline and final specifications, or such other size sheets as is appropriate to the scale of the project so as to be clearly readable. Final construction documents shall be submitted as two (2) sets of full size sheets as referenced above, plus CADD files in Auto CADD format on ACD.

a. The Schematic Site Plan (herein so called) should represent 95% complete schematic design level drawings containing at least the following information:
    1) Platted property lines, proposed easements, building setback lines, landscape zone lines (parking setbacks), existing public streets, existing trees including caliper size (DBH) and specie.
    2) Parking areas (including the number, type and configuration of parking spaces and specifying the number and location of handicapped access spaces), driveways, fire lanes and internal streets including site and building drop-off areas and entrances. The Schematic Site Plan should show pedestrian areas, courtyards, plazas, fountains, lakes and ponds, miscellaneous walkways, retaining or perimeter walls or fences, sign location, trash container locations, service and utility areas.
b. The Preliminary Plan (herein so called) should represent 95% complete design development level drawings containing more detailed information as required in the Schematic Design Site Plan described above and at least the following:
    1) Site plan, with signage shown.
    2) Grading plan showing existing and proposed contours (minimum 1 foot intervals) including building finish floor elevation. The grading plan should show drainage patterns and storm water design.
    3) A landscape plan should show planting recommendations (tree specie and location), general shrub and groundcover massing, annual and perennial color and grass locations and should illustrate all parking lot landscaping and service, storage and utility screening.
    4) Irrigation limits should be indicated.
    5) Visibility Triangles must be shown at all driveway locations.
    6) Preliminary site lighting plan and preliminary fixture selections.
    7) Tree survey.
    8) Topographical survey.
    9) Floor plan/shell plan.
    10) Utilities plan.
    11) Exterior elevations of all sides of buildings and site structures, including a description of exterior materials, colors (by reference to color palette), texture and shapes, with signage shown. Exterior perspectives or colored depictions of the building are not required but will be helpful in the Committee's review.
c. The Preliminary Plan must show compliance with the requirements of the Development Standards, including, without limitation, with respect to landscaping, irrigation, and screening methods for loading, mechanical and trash receptacle areas.
d. The Final Contract Documents (herein so called) should represent 95% complete contract document level drawings containing all of the Preliminary Plan information defined above, that have been refined more thoroughly into contract documents, plus the following information.
    1) All documents shall incorporate comments made by the Committee to the Preliminary Plans and shall contain registration seals of professional architects, landscape architects, interior space planners, civil, geotechnical, electrical, structural, and mechanical engineers, as applicable.
    2) Foundation borings and design bearing the certificate of a registered geotechnical engineer.
    3) Grading plans should illustrate all proposed contours at one foot (1’) intervals.
    4) Complete landscaping and irrigation plan (automatic system).
    5) Utility and drainage plans including routing, size and location.

6) MEP and site lighting plan illustrating all fixture locations, type and fixture specifications and indicating photometric layout.
7) If a part of the current phase of construction, more detailed colored and rendered architectural elevations and perspectives.
8) Complete civil, architectural (with color elevations) and structural plans.

e. The Owner shall additionally furnish such other clarification data as may be required by the Committee in order to permit the Committee reasonably to review the Schematic Site Plan and the Preliminary Plan for compliance with the requirements of these Development Standards.

f. The Committee may charge a fee for its review as set by the Association from time to time. The fee shall be set in an amount reasonably equivalent to the actual cost of time and materials utilized in such review based on competitive rates, as determined by the Association. The Committee shall have no obligation to review Schematic Site Plans or Preliminary Plans unless accompanied by payment of the established fee. If review of any submittal cannot be completed because the submittal was incomplete, payment of the established fee is due with each resubmittal.

2. **Definition of "Improvements".** The term "Improvements" shall mean and include all buildings and roofed structures, parking areas, loading areas, fences, walls, hedges, plantings, poles, driveways, signs, exterior illumination, including changes in any exterior color or shape of any of the above, glazing or reglazing of exterior windows with mirrored or reflective glass, and any new exterior construction to exterior improvements which constitutes a material change in design, materials or color from those evidenced in the Schematic Site Plan or Preliminary Plan approved by the Committee. It does not include garden shrub or tree replacements or any other replacement or repair of any magnitude which ordinarily would be expenses in accounting practice and which does not change exterior colors or exterior appearances; it does include both original improvements and all later approved changes to and additions of improvements.

3. **Basis of Approval.** The Committee shall review the Schematic Site Plan and Preliminary Plan for proposed work in order (i) to ensure conformity of the proposed work with the requirements of these Development Standards and (ii) to ensure harmony of external design in relation to surrounding structures and topography within each area. Approval of the Schematic Site Plan and Preliminary Plan shall be based, among other things, on adequacy of site dimensions, conformity and harmony of external design and of location with neighboring structures and sites, relation of finished grades and elevations to neighboring sites, compatibility and development within the applicable areas, and conformity to both the specific and general requirements and intent of these Development Standards. The Committee shall have broad discretionary authority to interpret and apply the standards set forth in these Development Standards. The Committee shall not be responsible for review of Schematic Site Plans or Preliminary Plans for compliance with any governmental requirement. Each Owner is solely responsible to ensure compliance of its Plans and Improvements with governmental requirements.

4. **Variances.** In case of an unusually sized or shaped site, an unusual condition of terrain or a special use, operation or treatment not provided for within the general conditions of these Development Standards, or for any other reason, the Committee may, in its discretion, permit such variances or exceptions as it deems necessary or desirable. A variance shall be deemed to "materially conflict with these Development Standards" if it results in a discernable difference in

the appearance of any façade, roofing material, or exterior light standards or any building constructed or to be constructed on the Development.

5. **Notice from Committee.** Approval or disapproval as to architectural control matters as set forth in this Article shall be in writing. In the event the Committee fails to approve or disapprove in writing any Schematic Site Plan or Preliminary Plan submitted to it in compliance with the provisions of this Article within fifteen (15) working days following such submission (or having disapproved such Schematic Site Plan or Preliminary Plan fails to specify within such fifteen (15) working day period the reasons for disapproval), then the Committee shall be deemed to have approved such Schematic Site Plan or Preliminary Plan. If any Schematic Site Plan or Preliminary Plan is not sufficiently complete or is otherwise inadequate, the Committee may reject them as being inadequate or may approve or disapprove them in part, conditionally or unconditionally, and reject the balance, within that time period.

6. **Construction.** Each Owner, by acceptance of a deed to any portion of the Development, covenants and agrees to construct all Improvements in conformity with the Schematic Site Plans and Preliminary Plans approved by the Committee and to construct no Improvements without that approval. Compliance with this covenant may be enforced in accordance with the terms of these Development Standards.

7. **Limitation of Liability.** Neither the Committee nor any of its members shall be liable in damages or otherwise to anyone submitting Schematic Site Plans or Preliminary Plans for approval or to any Owner by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any Schematic Site Plans or Preliminary Plans, provided that nothing herein shall preclude any Owner from seeking injunctive relief against any such action of the Committee as is intentionally arbitrary and capricious.

8. **Completion.** At any time after completion of construction of Improvements, each Owner shall provide access to the Association to a final set of record plans and specifications, a marked version of plans and specifications indicating all variances from the original, or other records maintained by the Owner and showing changes or change orders from the Final Contract Documents delivered to the Association pursuant to Section F or provide access to the project records. The Association, at its cost and expense, shall be permitted to make and take away copies of such materials.

9. **Termination of Committee.** The provisions of this Article VI shall continue in full force and effect until such time as the Association, by majority vote, terminates the life of the Committee and of this Article VI.

10. **Appeals.** Any Owner may appeal any disapproval of the Committee of any Schematic Site Plan or Preliminary Plan to the Board by delivering to the Board a written notice of appeal specifying the matter(s) in dispute. The Board shall schedule a hearing within thirty (30) days of receipt of a notice of appeal. At such hearing the Owner filing the appeal and the Committee may present such evidence pertinent to the appeal as they deem appropriate. The Board may accept the position of the Owner or of the Committee or may issue such other compromise or alternative decision as it deems appropriate.

EXHIBITS ATTACHED HERETO:

Exhibit A	Legal Description of Development
Exhibit B	Concept Plan
Exhibit C	Phasing Plan
Exhibit D	Tenant Sign Criteria
Exhibit E	Utilities Plans (To be completed)
Exhibit F	Site Lighting Plan and Cut Sheets (To be completed)
Exhibit G	Master Sign Plan
Exhibit H	Master Drainage Plans (To be completed)
Exhibit I	Materials List (To be determined)
Exhibit J	Master Landscape Plan (To be completed)
Exhibit K	Screening Options
Exhibit L	Buffer Zones and Methods of Screening Loading Areas
Exhibit M	Parking Illustration
Exhibit N	Identification Sign
Exhibit O	Temporary Sign
Exhibit P	Development Construction Temporary Sign
Exhibit Q	Plant List
Exhibit U	Landscape Zone

Exhibit A

Legal Description

Being Tract B (Tax ID R337660) and Tract C (Tax ID R337661) in Covenant South, an addition to the City of Lubbock, Lubbock County, Texas, situated in Block AK, Section 31, Abstract No. 243, and Tract E-2-A (Tax ID R311834), Tract E-2-B (Tax ID R322380), and Tract E (Tax ID R130809) being situated in Block AK, Section 31, Abstract No. 243, all of which tracts being a portion of land conveyed to Covenant Health System described in a Special Warranty Deed recorded in county clerks file number 2006023923 of the Official Public Records of Lubbock County, Texas, said Tracts contain approximately 47.6 acres as further described by the Metes and Bounds on the following pages.

EXHIBIT "B"

APPROXIMATE DEVELOPMENT AREAS	
• COMMERCIAL / ENTERTAINMENT / RETAIL / RESTAURANT / HOSPITALITY / ETC.	40.35 ac
• MULTI-FAMILY / TOWNHOUSE / RESIDENTIAL (MAXIMUM: 300 units - 40 units / acre)	(7.25 ac
TOTAL	47.60 ac
• HEIGHT - Maximum 75' plus Appurtenances	

Marsha Sharp Freeway

Wausau Avenue

76th Street

78th Street

80th Street

Covenant Health Site
NOT A PART
(for reference only)

PERMISSABLE BUILDING AREA

PROPOSED TRAIL SYSTEM Approx. 5400 LF

STREET A

STREET B

STREET C

STREET D

STREET E

STREET F

STREET G

STREET H

MULTI-FAMILY / TOWNHOUSE TRACT

NOT A PART

NOT A PART

NOT A PART

43' bldg setback

82nd Street

Alcove Ave.

Zadar Ave.

Xenia Ave.

CONCEPT PLAN

north

0' 50' 100' 200'
Graphic Scale: 1" = 100'

VS IN THE INFORMATION, AND (II)
S, DIMENSIONS AND/OR
OM DOCUMENTS BELIEVED TO BE
R INACCURATE AND NO
) THE ACCURACY OR ADEQUACY
E PROJECT, PROPERTY MANAGER,
S, EMPLOYEES, OR AGENTS.

Marsha Sharp Frwy at 82nd Street LUBBOCK, TX

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architecture planning
13642 Omega Dallas, Texas 75244-4514
phone: 972 387-1000 fax: 972 960-1128
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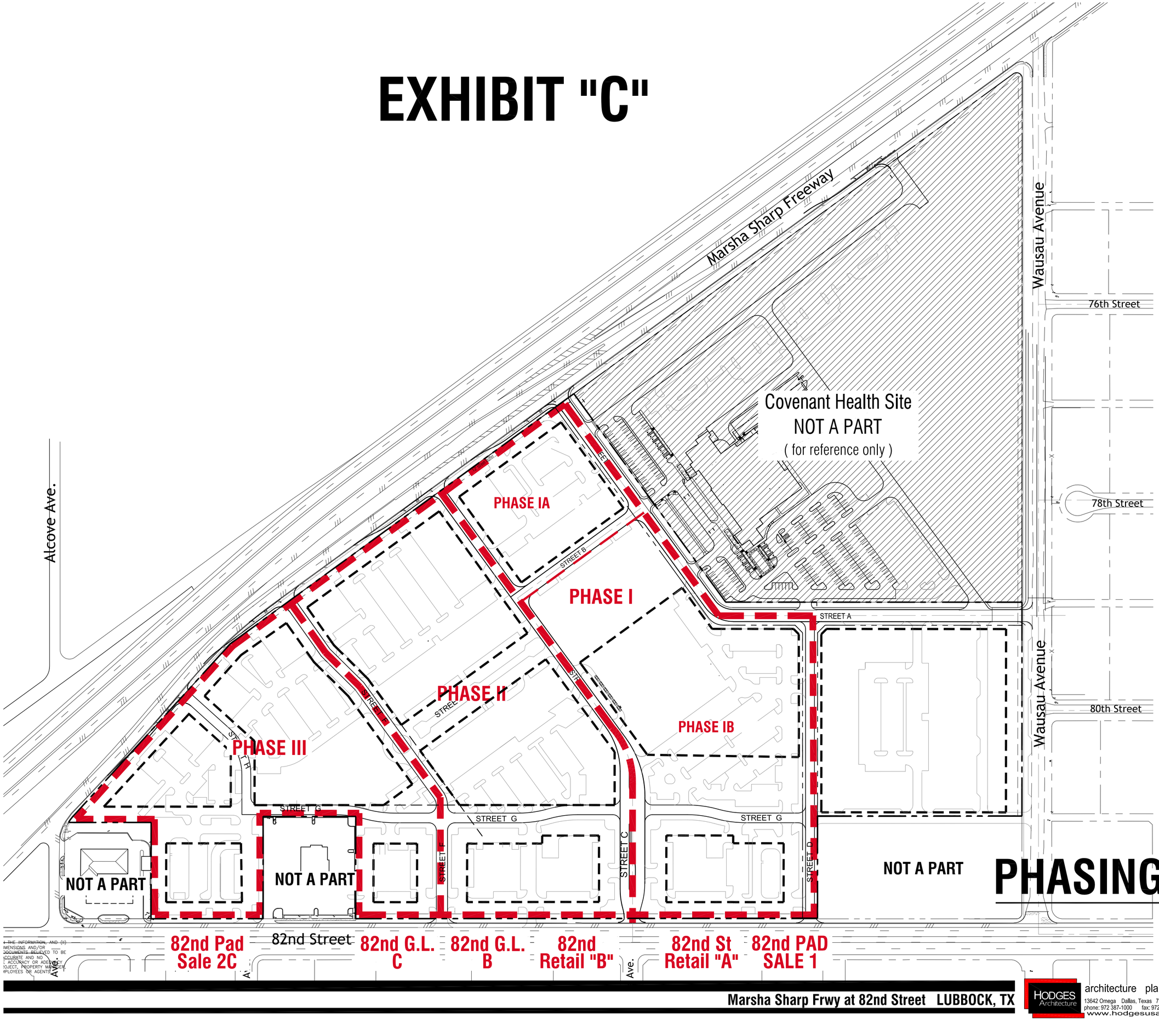
project no.	drawn	date
19120	KO	

SCHEME

EXHIBIT "C"



PHASING PLAN

north

Marsha Sharp Frwy at 82nd Street LUBBOCK, TX

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phone: 972 387-1000 fax: 972 960-1129
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project no. 19120 | drawn KO | date | SCHEME

THE INFORMATION, AND (III) DIMENSIONS AND/OR DOCUMENTS BELIEVED TO BE ACCURATE AND NO ACCURACY OR ADEQUACY OJECT, PROPERTY MANAGER, MPLOYEES OR AGENTS.

EXHIBIT D

MARSHA SHARP AND 82ND STREET
LUBBOCK, TX

TENANT SIGN CRITERIA

GENERAL CRITERIA

1. Tenant shall be required to obtain a sign permit, as required by code from the City of Lubbock, for the installation of its exterior sign, prior to the installation of such sign. Note that Landlord signage requirements may not be the same as those of the city. Local codes may be more restrictive. Tenant to verify local signage requirements.

2. Tenant shall be required, at his sole cost and expense, to manufacture and install an exterior storefront sign prior to opening for business in the premises. In-line position Tenants shall be allowed one (1) wall sign at the front exterior storefront. End-cap and corner position Tenants shall be allowed one (1) wall sign at the front exterior storefront and one (1) wall sign at the side exterior storefront.

3. Tenant is to submit all exterior signage including building mounted, monument, and pylon signs for review and approval by the Landlord. Tenant shall submit (a.) a detailed sign elevation showing text heights and lengths, (b.) a section showing dimensions and components of construction, and (c.) a building elevation showing location of proposed building signage. See item 7 for further description of shop drawings. Tenant must submit (2) sets of drawings

4. All exterior signs shall be designed, manufactured and installed to U.L. specifications, using U.L. recognized components, and shall include the U.L. label number on the external back of the sign.

5. Tenant's exterior storefront sign shall be limited to the operating name of the store. Tenant shall not use any other sign, symbol, crest, logo, other corporate insignia, information or advertising as part of its exterior sign, without Landlord's prior written approval. If Landlord, in his sole and absolute discretion, approves the use of a logo, such logo shall not exceed the approved letter height when installed, measured from the lowest to the highest point of the sign on installation.

6. Shop drawings are required for all signage. Shop drawings shall show complete sign layout elevation at a scale of not less than one inch equals one foot (1" = 1'), a cross section with mounting details, dimensions, materials, and colors at a scale of three inches equals one foot (3" = 1'), and a building elevation showing signage location at a scale of one-eighth inches equals one foot (1/8" = 1'). Signage shop drawings shall show all sources of illumination in the section. Shop drawings shall show all connection locations to the building shown dashed in the sign elevation. The sign elevation shall also indicate and note the top of the window with a dashed line. If requested by Landlord, Tenant shall furnish to Landlord samples of materials proposed for use.

7. The following types of signs shall not be permitted: Rotating, box, cabinet, painted signage, flashing, noise making, odor producing, backlit canopy, or exposed raceway. Exposed neon is not allowed. Concealed neon that produces a "halo effect" is only allowed at the sole discretion of the Landlord.

8. Tenant shall not penetrate the roof of the premises in the course of installing Tenant's sign. If roof penetration is required for electrical, it must be done by Landlord's Roofing Contractor in accordance with the Construction Documents.

9. All materials and components used in the manufacture and installation of Tenant's sign shall be new stock, free from defects that impair strength, durability and appearance. All signage material shall be of non-corrosive material or treated. Any deviation from the Tenant Sign Criteria shall not be allowed unless specifically approved in writing by the Landlord.

10. Landlord reserves the right to change the Tenant Sign Criteria at any time prior to Tenant's submission of its proposed sign for approval.

11. Landlord shall have the right to waive any and/or all of the provisions of this Tenant Sign Criteria at any time and for any reason he so deems necessary in his sole and absolute discretion.

12. Landlord shall have the right to inspect Tenant's sign during and after the installation process. Tenant shall be required to conform its sign to the approved sign drawings within five (5) days of receipt of written notice from Landlord that such sign does not conform to the approved sign drawings. In the event Tenant fails to make such changes within the five (5) day period, Landlord may, at its option, make the changes necessary and bill Tenant for the entire cost of the changes. Tenant shall reimburse Landlord upon receipt of Landlord's billing.

SIGN DESIGN CRITERIA

General Requirements:

1. The following restrictions shall apply:

   A. *Tenants less than 10,000 s.f.:* Individual or can type letters shall not exceed a maximum height of 28". If 2 lines of signage are used, each line shall not exceed 22", and total height shall not

exceed 4'-6" without special consideration of Landlord. Secondary signs shall not exceed 20". Letters to be attached to a 1/8" thick-brushed aluminum background plate with a 2" x 12" aluminum raceway behind.

Tenants 10,000 s.f. To 20,000 s.f.: Individual or can type letters shall not exceed a maximum height of 3 feet without special consideration by the Landlord. Secondary signs shall not exceed 24". Letters to be attached to a 1/8" thick-brushed aluminum background plate with a 2" x 12" aluminum raceway behind, or each letter shall be fastened individually to the building with stainless steel pins.

Tenants in excess of 20,000 s.f.: Individual or can type letters shall not exceed a maximum height of 6 feet without special consideration by the Landlord. Each letter shall be fastened individually to the building with stainless steel pins.

B. *Sign Option A:* Channel letters shall have opaque metal sides and translucent plastic faces and shall have either black or champagne metal returns. Illumination behind letters shall be LED.

Sign Option B: Individual reverse channel letters shall have opaque metal sides and an opaque metal face with reverse illumination. Illumination for letters shall be LED.

Sign Option C: Tenant may elect to provide letters illuminated by gooseneck light fixtures in lieu of internal illumination. Individual letters shall be raised metal. Gooseneck fixture to be Abolite Angled Reflector #AD2-150, 11-1/2"H x 9" Dia, black finish.

Sign Option D: For entertainment uses only. Vertical wall mounted cabinet sign with brackets mounted perpendicular to the wall face. Opaque metal sides with plexiglass face, or routed metal face with plexiglass push through letters. Sign may also have clear plexiglass letters with LED mounted on cabinet background.

C. Each letter shall be at least 3" wide and the depth shall not be more than 5".

D. All individual signage letters shall be of the same color without special consideration by the Landlord.

2. Landlord shall determine at his sole discretion for all Tenants the quantity of lines required for the signage.

3. The maximum overall length of the Tenant's installed storefront sign shall not exceed 75% of the storefront width, or the maximum length allowed by the local governing authority, whichever is less. If Tenant's fascia length is less than the storefront width, such as at the corners of canopies, then Tenant's maximum sign length shall be the lesser of (a.) 90% of the allotted space, (b.) 75% of the storefront width, or (c.) the maximum allowed by the local governing authority.

4. Raceways shall be painted Landlord's standard color. Refer to Color Schedule. All transformers are to be remote mounted in a concealed location.

5. Maximum number of signs is one per side of building (if Tenant is a corner tenant, one sign is allowed on each side). Any signs in excess of 2 per Tenant must be specifically approved by Landlord.

METHOD OF INSTALLATION

1. Tenant's installation company must use industry standard safety equipment and methods during installation of Tenant's sign.

2. Signs shall be centered vertically and horizontally on sign band. All signs are to be hung level and plumb and placed on the exterior storefront as shown on the approved drawings using the approved method of installation. Should Tenant's installation company discover problems with the placement or method of installation of Tenant's sign once installation has begun, Tenant shall immediately stop all installation work and immediately inform Landlord of the problem. Landlord shall then approve a change in method of installation or notify Tenant to proceed in the manner previously approved. Tenant shall then proceed diligently to finish installation in a timely manner.

3. All fasteners, screws, bolts, etc. used in the mounting of the letters to the building shall be stainless steel. All signs shall be mounted with all wiring, transformers and reinforcing concealed. Penetrations through the building fascia shall be made through mortar only on masonry buildings. No penetration, mounting device or other sign-related item shall be attached to brick or drilled through brick. All wiring penetrating through the building fascia and inside the building shall use U.L. recognized components and be sealed and watertight.

5. Tenant's installation company shall protect all adjacent surfaces, including paving and sidewalks, from damage during installation and shall be responsible for repairing any damage prior to leaving the job site. Tenant shall notify Landlord of any damage prior to repair in order that Landlord specifies the correct repair materials. Tenant shall promptly repair the damage to "like-new condition."

6. Following installation, Tenant's sign installation company shall remove all traces of visible tape, adhesive, chalk lines and wrapping from the exterior building fascia. Tenant's installation company shall be responsible for clean up and removal of all debris caused by his installation at the job site, at the time of finish of installation.

SECONDARY SIGNS

1. Exterior Signs:

   A. Blade signs may be provided by Tenants to designate their space at Tenant's option. Blade signs shall be located within the Tenant's lease lines and shall project perpendicular to the building. Tenants shall be allowed one (1) blade sign per each storefront side approved for wall signage. The sign mounting assembly shall be the shopping center's standard mounting assembly design and shall be securely fastened to the building by the Tenant at the Tenant's expense. Blade signs will be mounted typically at pilasters, or under awnings and canopies. Mounting assembly information will be provided to Tenant upon request. There must be a minimum of 8' clearance below the bottom of the blade sign. Overall dimensions shall not exceed 2" thick, 2 feet high, and 3 feet wide. It is encouraged that all signage materials be a mix of wood, cast iron, stainless steel or sheet metal. Plastic and internally illuminated signs are not permitted. The blade sign design, elevations (3" scale or greater), attachment details, and finishes shall be submitted to the Landlord for review and approval with the signage package.

   B. No secondary signs shall be placed by Tenant on the exterior building walls.

   C. Tenant shall place no "sandwich" or easel/portable signs on the exterior of the premises, except with the written consent of the Landlord.

   D. Tenant shall be allowed to place the store address numerals on the front of the storefront using 3" high white vinyl numbers in the Helvetica Medium typeface. These numbers shall be mounted on the exterior storefront glass as directed by the U.S. Postal Service and local fire department.

   E. Store logo or name (maximum 3" high) may be used on glass or a graphic band to identity glass with maximum height being 36" from the floor, subject to Landlord's approval.

   F. Tenant shall be required to place the name of the store on the rear service door. Tenant's name shall be made of 3" high black vinyl letters in the Helvetica Medium typeface. The letters shall be mounted in the center of the rear service door at a height of 5'-6" from the bottom of the rear service door to the bottom of the letters.

   G. Tenant shall be required to place name of the store or the suite number in permanent 2" high letter/numbers on the housings of all roof top units.

   H. "Coming Soon" signage may be in place a maximum of thirty (30) days. Signage may not attach to the building or impair the progress of the work to the shell building. Tenant shall coordinate location with the Landlord.

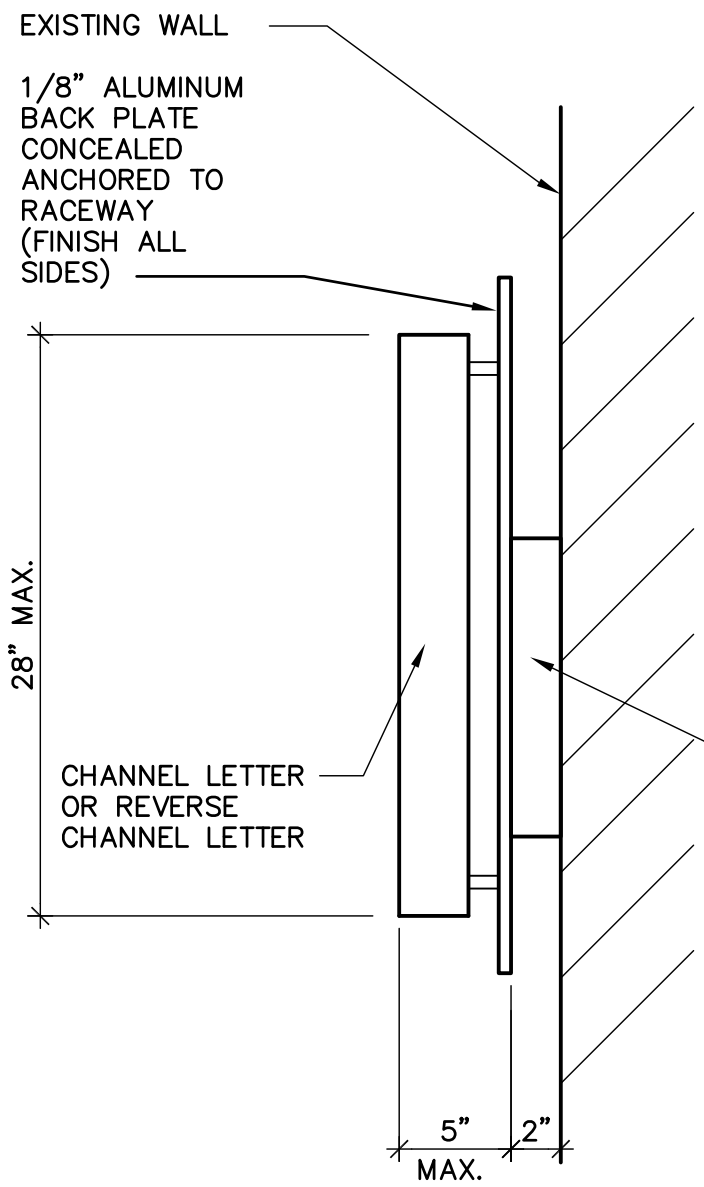
   I. No banners, posters, flyers or advertising material of any kind shall be permitted to be mounted on the exterior glass or walls of the premises without Landlord's prior written approval. Notwithstanding the above, if Tenant opens later than 30 days after the "Grand Opening", Tenant shall be allowed one "Grand Opening" banner, limited in size to 50 square feet, with prior written approval of Landlord regarding (1.) design, (2.) materials used, (3.) location and (4.) method of installation. The "Grand Opening" banner shall be allowed on the exterior storefront from the date of Tenant's store opening business and continuing for a period of 10 days. Tenant must have a permit for such banner, if necessary by code. Tenant's banner shall be professionally made. Any and all damage to base building by banner shall be repaired by the Landlord at Tenant's expense.

2. Back exterior wall signage may be allowed only at the sole discretion of the Landlord.

3. Interior Signs
   No interior signs, which can be viewed from the exterior of the Demised Premises shall be allowed within 10 feet of any exterior window or door, except as required by law.

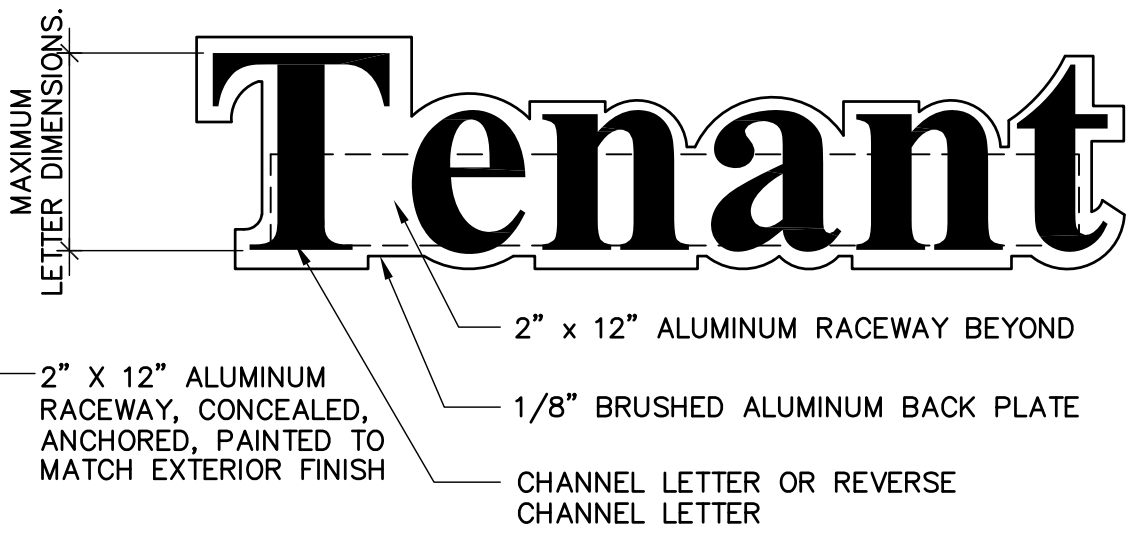
SIGN OPERATION AND MAINTENANCE

Per operating hours of Center and Lease Agreement.



SIGNAGE SECT.

SCALE: 1 1/2"=1'-0"

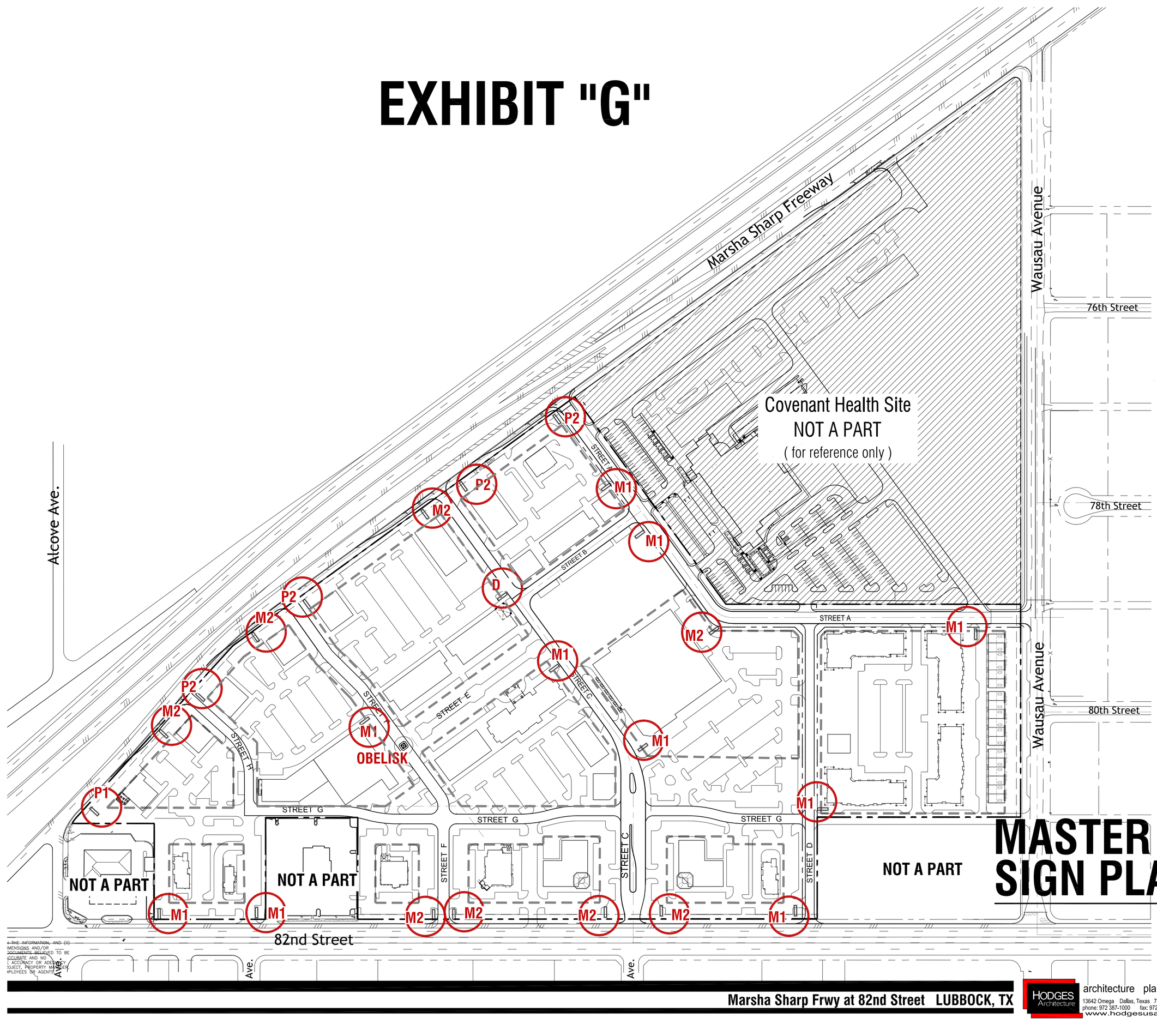


SIGNAGE ELEV.

SCALE: 1/2"=1'-0"

02/12/19

EXHIBIT "G"



SIGN LEGEND

M1 - Monument Sign - Multi-Tenant
10' tall

M2 - Monument Sign - Multi-Tenant
20' tall

P1 - Pylon Sign - Multi-Tenant
25' tall

P2 - Pylon Sign - Multi-Tenant
40' tall

Notes: All signs are allowed to contain off-premise Tenants within the Development

Location of signs are approximate. Final locations pending Final Site Plan.

D - Pedestrian and vehicular Directory Signs can be placed within the Development in addition to the above signs

MASTER SIGN PLAN

north

Marsha Sharp Frwy at 82nd Street LUBBOCK, TX

I THE INFORMATION, AND (ii) IMENSIONS AND/OR DOCUMENTS BELIEVED TO BE CCURATE AND NO ACCURACY OR ADEQUACY OJECT, PROPERTY MANAGER, MPLOYEES OR AGENTS.

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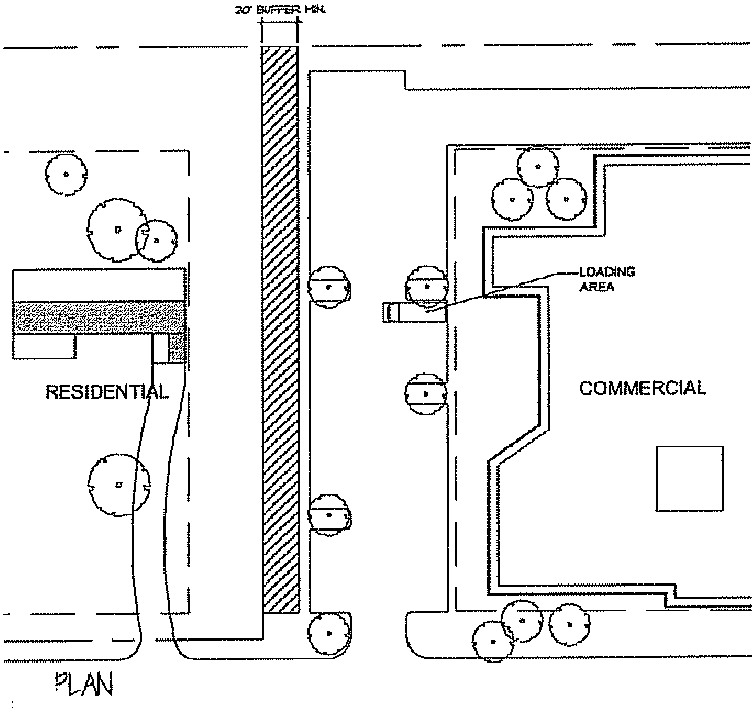
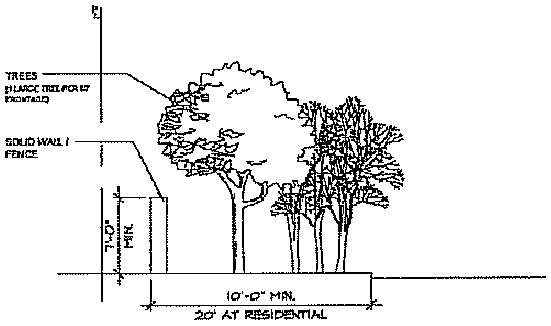
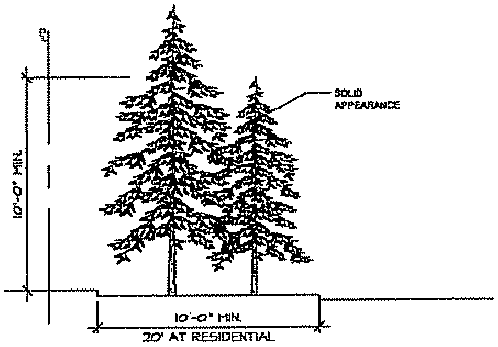


BUFFER ZONES

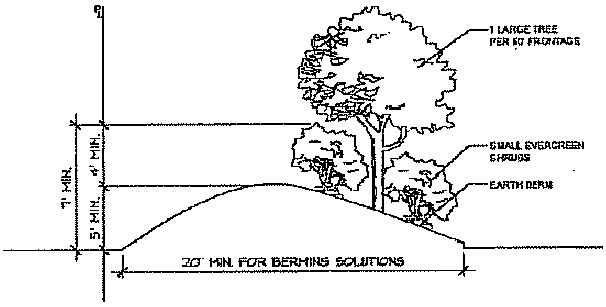
OPTIONS:



(A) WALL / FENCE WITH TREE PLANTING



(B) EVERGREEN TREE PLANTING



(C) BERM / EVERGREEN PLANTING

METHODS OF SCREENING LOADING AREAS

EXHIBIT K

PROJECT:
Covenant Health Retail Development
Marsha Sharp Frwy at 82nd Steet
LUBBOCK,. TEXAS

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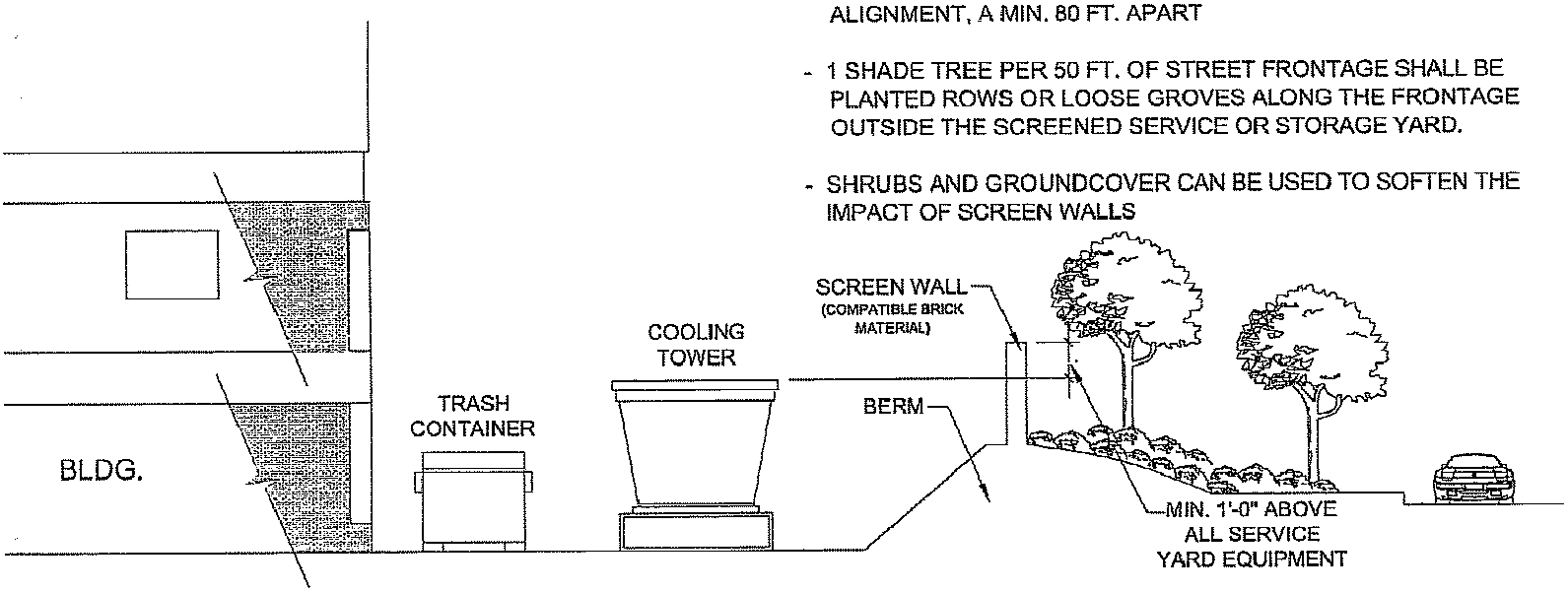
DATE:

SHEET:
OF:

REQUIRED:

- ANY COMBINATION OF WALL AND BERM SCREENINGS CAN BE USED TO PROVIDE A SOLID SCREEN A MIN. 1 FOOT ABOVE ALL SERVICE YARD EQUIPMENT AND LOADING AREAS.
- WALLS SHALL HAVE A MIN. 4 FOOT HORIZONTAL OFFSET ALIGNMENT, A MIN. 80 FT. APART
- 1 SHADE TREE PER 50 FT. OF STREET FRONTAGE SHALL BE PLANTED ROWS OR LOOSE GROVES ALONG THE FRONTAGE OUTSIDE THE SCREENED SERVICE OR STORAGE YARD.
- SHRUBS AND GROUNDCOVER CAN BE USED TO SOFTEN THE IMPACT OF SCREEN WALLS



BUFFER ZONES

EXHIBIT L

PROJECT:
Covenant Health Retail Development
Marsha Sharp Frwy at 82nd Steet
LUBBOCK,. TEXAS

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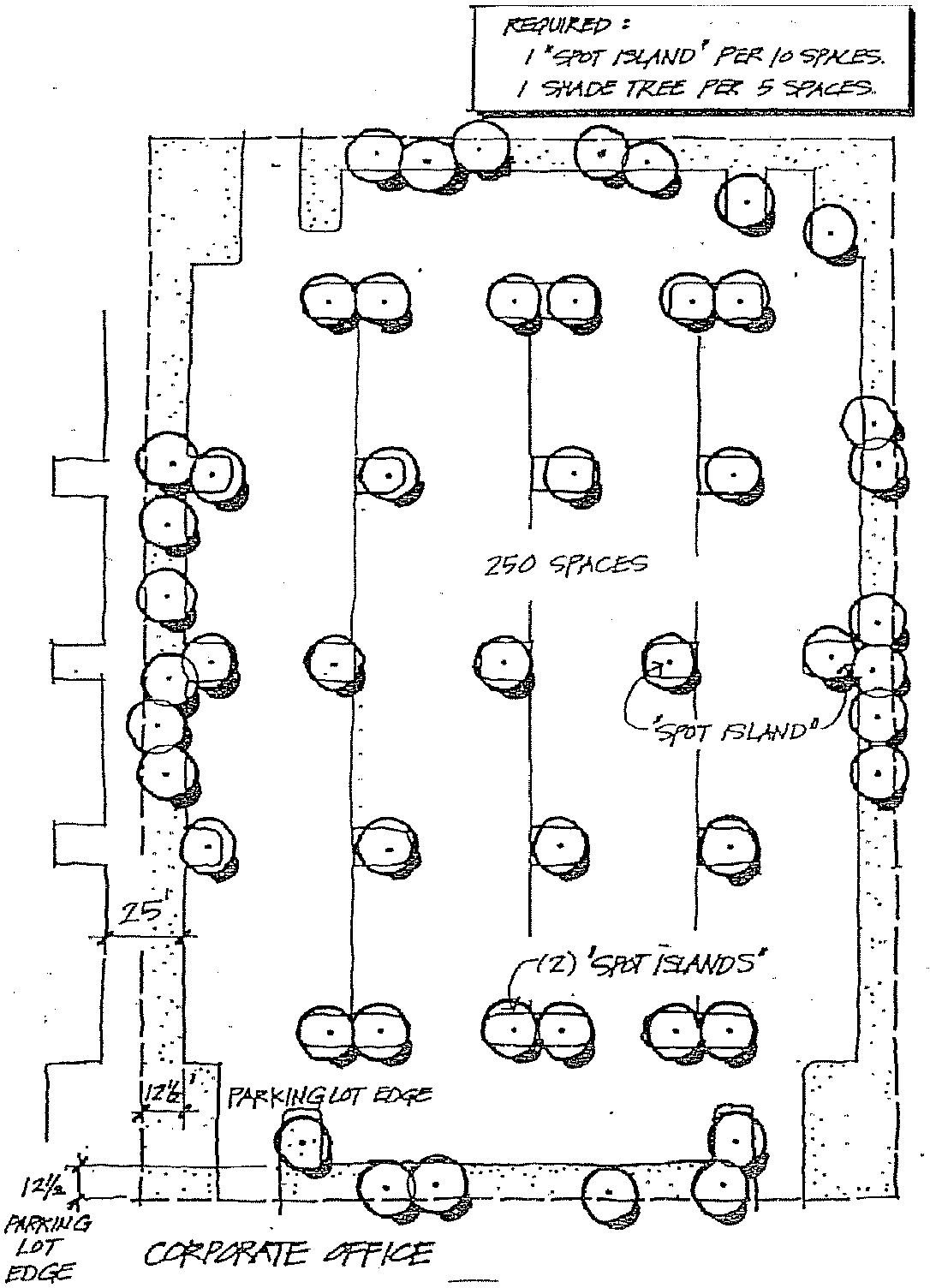
OF:



PARKING ILLUSTRATION

EXHIBIT M

PROJECT:
Covenant Health Retail Development
Marsha Sharp Frwy at 82nd Steet
LUBBOCK,. TEXAS

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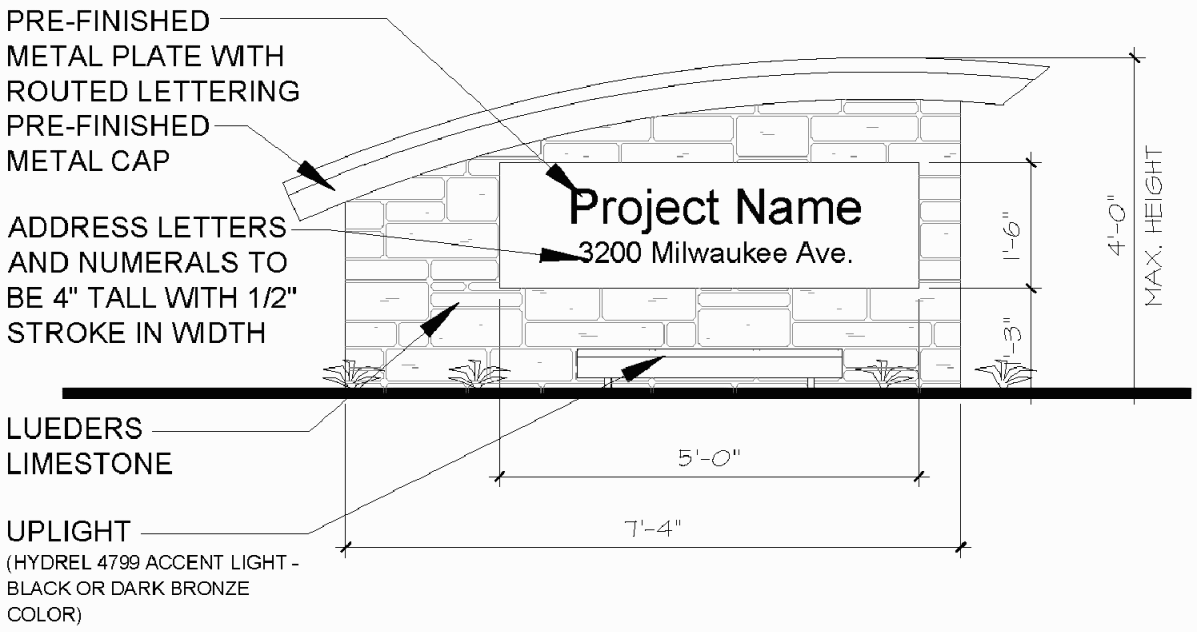
OF:



IDENTIFICATION SIGN

EXHIBIT N

PROJECT:
Covenant Health Retail Development
Marsha Sharp Frwy at 82nd Steet
LUBBOCK,. TEXAS

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PROJECT NO.: 19120
DATE:

SHEET:
OF:

Size will vary
See examples for size

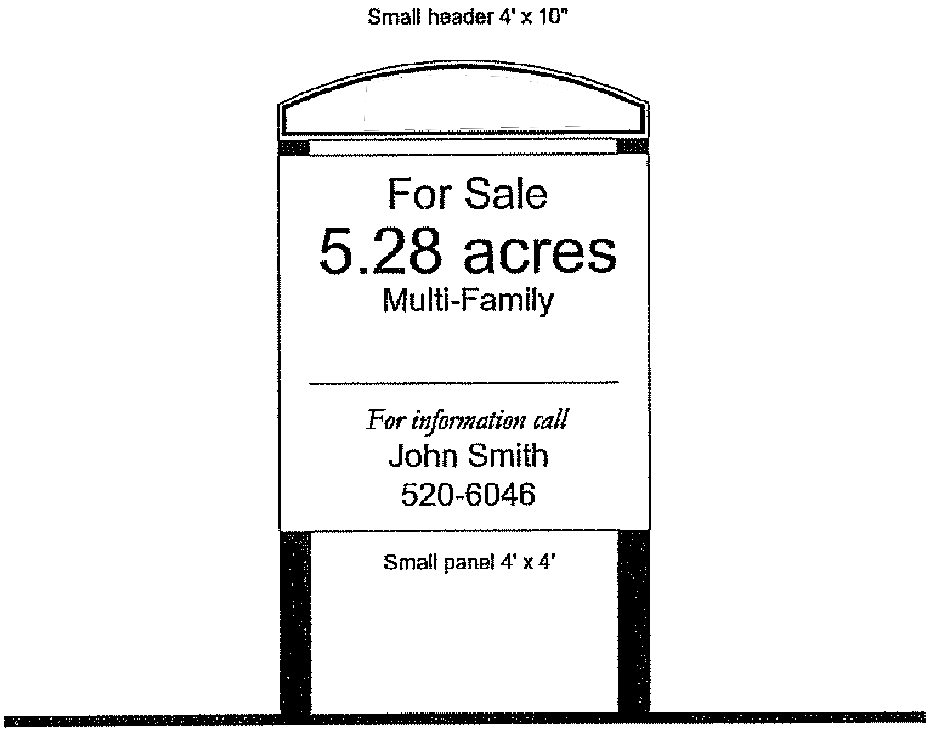
Quantity
1 each

Material
Header / .75" MDO
Panels / .75" MDO sign board
Text / Vinyl
Photos / Scothprints
Posts / 4x4 pine

Color
Header / Black PMS 326
Border / White text
Panels / PMS 325
Text / Black and White
Posts / Match dark green

Installation
Panels fasten to 4x4 posts

Field verify exact locations and conditions



TEMPORARY SIGN

EXHIBIT O

PROJECT:
Covenant Health Retail Development
Marsha Sharp Frwy at 82nd Steet
LUBBOCK,. TEXAS

HODGES Architecture
architecture planning
13642 Omega Dallas, Texas 75244-4514
phone: 972 387-1000 fax: 972 960-1129
www.hodgesusa.com

PROJECT NO.: 19120
DATE:

SHEET:
OF:

Size will vary
See examples for size

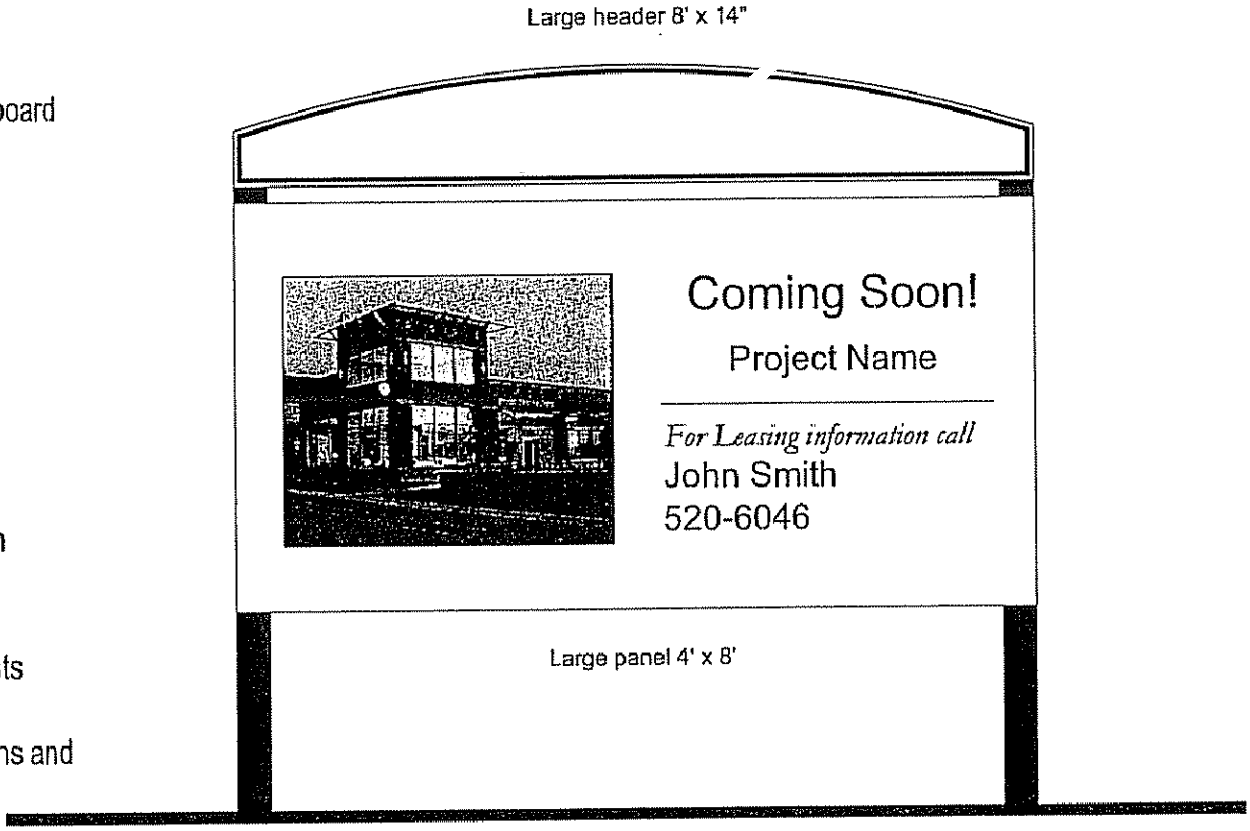
Quantity
1 each

Material
Header / .75" MDO
Panels / .75" MDO sign board
Text / Vinyl
Photos / Scothprints
Posts / 4x4 pine

Color
Header / Black PMS 326
Border / White text
Panels / PMS 325
Text / Black and White
Posts / Match dark green

Installation
Panels fasten to 4x4 posts

Field verify exact locations and conditions



DEVELOPMENT CONSTRUCTION TEMPORARY SIGN

EXHIBIT P

PROJECT:
Covenant Health Retail Development
Marsha Sharp Frwy at 82nd Steet
LUBBOCK,. TEXAS

HODGES Architecture
architecture planning
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PROJECT NO.: 19120
DATE:

SHEET:
OF:

Trees

Honey Mesquite 4” caliber
Bur Oak 3” caliber
Texas Red Oak 4” caliber
Eldarica Pine 7' high
Italian Cypress 10' high
Desert Willow 6' to 8' high
Pinyon Pine 6' high
Live Oak 6' high

Ornamental Grasses

Weeping Love
Perennial Fountain
Yucca - Red Leaf, Narrow Leaf
Feather Grass

Ground Cover

Juniper
Jasmine
Seasonal color

Lawn

Turfalo Grass
Buffalo Grass

PLANT LIST

EXHIBIT Q

PROJECT:
Covenant Health Retail Development
Marsha Sharp Frwy at 82nd Steet
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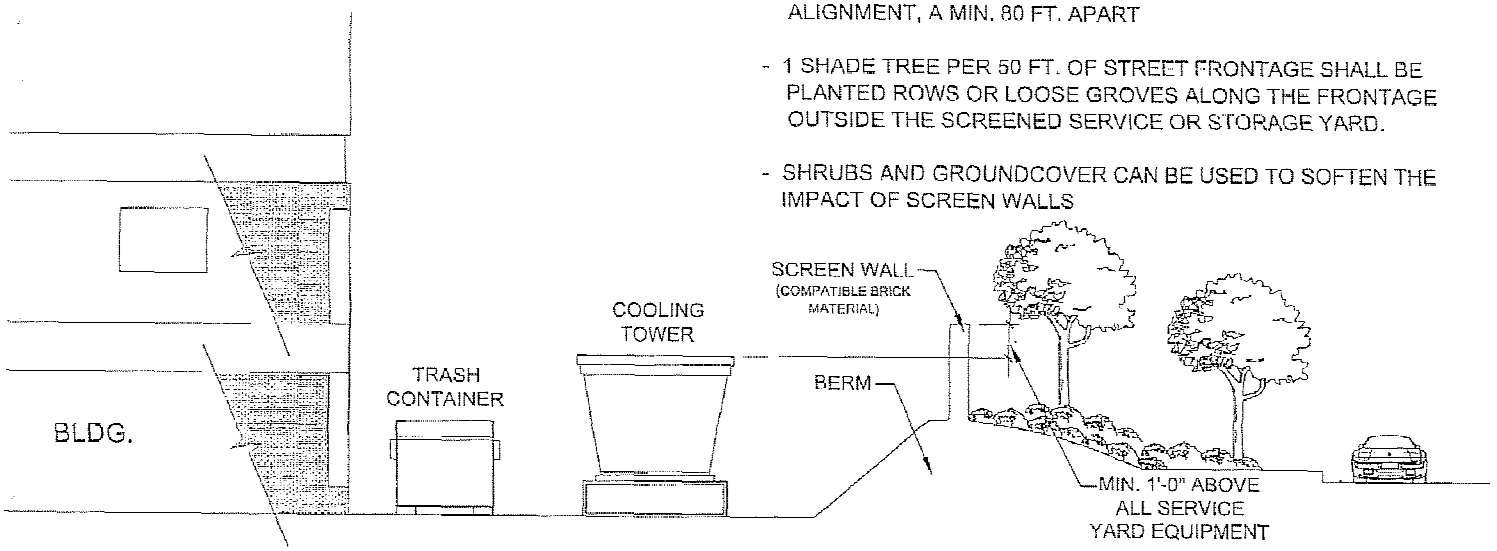
DATE:

SHEET:
OF:

REQUIRED:

- ANY COMBINATION OF WALL AND BERM SCREENINGS CAN BE USED TO PROVIDE A SOLID SCREEN A MIN. 1 FOOT ABOVE ALL SERVICE YARD EQUIPMENT AND LOADING AREAS.
- WALLS SHALL HAVE A MIN. 4 FOOT HORIZONTAL OFFSET ALIGNMENT, A MIN. 80 FT. APART
- 1 SHADE TREE PER 50 FT. OF STREET FRONTAGE SHALL BE PLANTED ROWS OR LOOSE GROVES ALONG THE FRONTAGE OUTSIDE THE SCREENED SERVICE OR STORAGE YARD.
- SHRUBS AND GROUNDCOVER CAN BE USED TO SOFTEN THE IMPACT OF SCREEN WALLS



LANDSCAPE ZONE

EXHIBIT U

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Covenant Health Retail Development
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VII. Documentation of Impacts on Public Facilities and Services

A. Impacts are expected to be as follows:

1. Storm Sewer.
    a. Minimum impact.
    b. Storm water runoff will be controlled to provide appropriate allowed release into the City system.
2. Water and Sanitary Sewer.
    a. Medium Impact.
    b. Project will use standard water and sewer requirements for a mixed-used development, with certain uses requiring more or less intense consumption.
3. Vehicular Traffic Impact.
    a. Expected to model a standard mixed-use site with peak volumes varying throughout the daytime and evening hours, along with weekdays or weekends depending upon the uses.
    b. Existing surrounding street system in conjunction with the on-site road system will provide adequate traffic control.
4. Franchise Utilities.
    a. Electric, gas, communications are all existing within the area surrounding the site and are expected to adequately provide the development needs.

NOTICE OF PUBLIC HEARING
PLANNING AND ZONING COMMISSION

City of Lubbock TEXAS

NOTICE IS HEREBY GIVEN that the Planning and Zoning Commission will hold a public hearing on **Thursday, July 29th, 2021** at 6:00 P.M. held via video conference, teleconference, and will be available to attend in person at 1314 Avenue K Lubbock, Texas, in Council Chambers, to consider applications for zone change and specific use, all concerning property in Lubbock, Texas. The meeting will be broadcast by web at the following URL: https://zoom.us/j/97676130558
The meeting is also available via telephone, and can be reached by calling one of the following numbers and inputting the following webinar ID: **976 7613 0558**

US: +1 346 248 7799 or +1 253 215 8782 or +1 669 900 9128 or +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656 or 877 853 5257 (Toll Free) or 888 475 4499 (Toll Free) or 833 548 0276 (Toll Free) or 833 548 0282 (Toll Free)

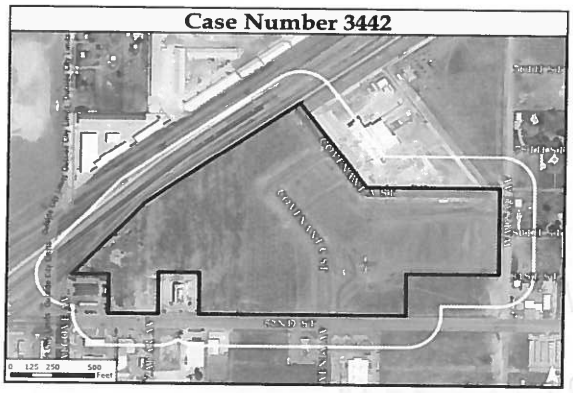
City of Lubbock Planning and Zoning Commission meetings are available to all persons regardless of disability. If you require special assistance, please contact the Planning Department at 775-2108 (Monday-Friday, 8:00 a.m.-5:00 p.m.) or write to us at P.O. Box 2000, Lubbock, Texas 79457 at least 48 hours in advance of the meeting.

At this hearing, the following zone change proposal will be heard and all interested persons will be given an opportunity to speak. Then, the Planning and Zoning Commission will consider the recommendations it will make to the City Council concerning this proposal. The proposal is as follows:

5.14 **Case 3442:** Hodges Architecture for Covenant Health System

Request for a zone change from Transition District (T) and Interstate Highway Commercial District (IHC) to Interstate Highway Commercial District (IHC) with a Planned Development District (PD) at:

- Generally located north of 82nd Street and east of Marsha Sharp Freeway, on 47.6 acres of unplatted land out of Block AK, Section 31.



The Commission may make recommendations, which would result in a different proposal before the City Council. The recommendation of the Planning and Zoning Commission will be forwarded to City Council. Any City Council action will be undertaken after a Public Hearing before them. Watch the Legal Notices of the Lubbock Avalanche-Journal for notice of any such hearing. **This is the only notice that you will receive.**

If you have any questions concerning this Zone Case, please call the City of Lubbock Planning Department at 775-2108.

A reply form has been included on the reverse side of this notice for your convenience.

P.O. Box 2000, Lubbock, Texas 79457 • 1314 Avenue K, Lubbock, Texas 79401
(806) 775-2108 • Email: CityPlanning@mylubbock.us

C: Desktop/Notice P&Z Letter.doc

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.:** ***3442***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Kelly McDaniel

Signature: [signature]

Address: 3615 19th

Address of Property Owned: 82nd & Marsha Sharp

Phone Number: 806 725-0057

Email: kmcdaniel@covhs.org

Zone Case Number: **3442** R322380 Recipient 5 of 25
COVENANT HEALTH SYSTEM
ATTN JOHN GRIGSON
3615 19TH ST

LUBBOCK TX 79410

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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In Favor X

Opposed ___

Reasons and/or Comments:

Print Name Gary R Thibodo Rev Trust / Thibodo Management / Quails Trail / 2640 Oceanside

Signature: [signature]

Address: 843 Quails Trail, Vista CA 92081

Address of Property Owned: 7641 82nd Street Lubbock 79424

Phone Number: 760-727-3111

Email: GARYthibodo@gmail.com

Zone Case Number: **3442** R140459 Recipient 24 of 25

THIBODO GARY R 2002 REV TRUST
THIBODO MGT CO INC & 2640 OCEANSIDE BLVD L
& QUAILS TRL PTP L P
843 QUAILS TRAIL RD
VISTA CA 92081

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City of Lubbock TEXAS

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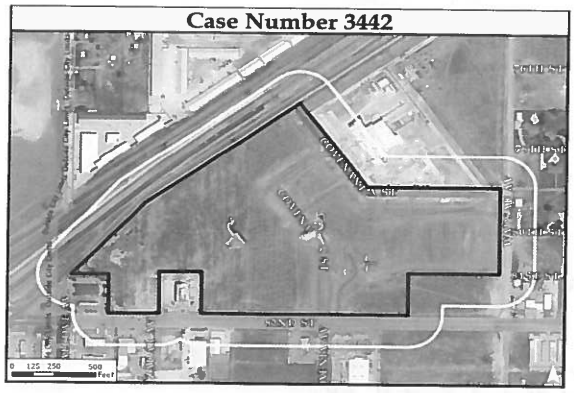

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City of Lubbock, TX
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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3442***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Kelly McDaniel

Signature: [signature]

Address: 3615-19th

Address of Property Owned: Ronda Marks

Phone Number: 806-725-0057

Email: kmcdaniel@covhs.org

Zone Case Number: **3442** R337660 Recipient 6 of 25
COVENANT HEALTH SYSTEM
3615 19TH ST

LUBBOCK TX 79410-1209