City of Lubbock, Texas
Regular City Council Meeting
Tuesday, September 28, 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 Items 2.2 and 2.3 on the Work Session Agenda, shall complete the sign-up form provided at the meeting, no later than 1:00 p.m. on September 28, 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.**

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

2. 1. Wellness Program

2. 2. Presentation of Parks, Recreation, and Open Space Master Plan Update

2. 3. Civic Park Discussion

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. Discuss Chapter 551 of the Texas Government Code

3. 1. 2. 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 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, Planning and Zoning Commission, Urban Design/Historic Preservation Commission, and the Water Board of Appeals.

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 in support of the 5-5-5 Move Over and Slow Down Rally at the South Plains Mall on October 9, 2021

4. 3. 2. Staff Recognition - Lubbock Fire Rescue - AHA Mission: Lifeline EMS Gold Plus Award

4. 4. **Board Recognitions:**

Lubbock Reese Redevelopment Authority Board of Directors
George McMahan
John T. Hamilton

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 28, 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. August 24, 2021 Regular City Council Meeting
August 26, 2021 Special City Council Meeting - Joint Meeting with the Planning & Zoning Commission
September 7, 2021 Special City Council Meeting - Budget

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-O0129, 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. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2021-O0130, 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 Services.

7. 3. **Budget Amendment Ordinance 1st Reading - Finance:** Consider Budget Ordinance Amendment 1, amending the Adopted FY 2021-22 Budget for municipal purposes respecting the Pay Plans; providing for filing; and providing for a savings clause.

7. 4. **Resolution - Finance:** Consider a resolution authorizing the Mayor to execute an amendment to the Grant Management Agreement between the City of Lubbock and Market Lubbock, Inc., dated January 25, 1996.

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

7. 6. **Ordinance 2nd Reading - Right-of-Way:** Consider Ordinance No. 2021-O0131, abandoning and closing an Underground Water Line Easement on Lot 45-C, Northridge Addition, located at 3106 Canyon Road, Lubbock County, Texas.

7. 7. **Ordinance 2nd Reading - Right-of-Way:** Consider Ordinance No. 2021-O0132, abandoning and closing a portion of a Drainage Easement, located in Section 1, Block AK, Viridian Addition, Lubbock County, Texas.

7. 8. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Street Use License/City Public Grounds Monitor Well Permit, with Daniel B. Stephens and Associates, Inc., a Geo-Logic Company, for installation of a groundwater monitoring well in the right-of-way of Vanda Avenue and 44th Street, Lubbock, Texas.

7. 9. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Street Use License/City Public Grounds Monitor Well Permit, with the Air Force Civil Engineering Center, for installation and maintenance of two groundwater monitoring wells, for collecting water samples near the former Reese Air Force Base.

7. 10. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept, on behalf of the City of Lubbock, three Street and Public Use Dedication Deeds out of Sections 30 and 34, Block AK, Lubbock County, Texas, to be utilized for the Upland Avenue Roadway Expansion Project.

7. 11. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Contract 15838, with Plummer Associates, Inc., for design services associated with the Reese Water Line Improvements Capital Improvements Project.

7. 12. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Change Order No. 2 to Contract 15325 with Red River Construction, Co., for the construction of the Southeast Water Reclamation Plant, Plant 3 Improvements Project.

7. 13. **Resolution - Public Works Streets:** Consider a resolution authorizing the Mayor to execute Public Works Contract 16027, with Lone Star Dirt and Paving, Ltd., for rebuilding sections of Frankford Avenue and Alcove Avenue.

7. 14. **Resolution - Public Health Services:** Consider a resolution ratifying the acts of the Mayor in executing Amendment No. 1 to the Texas Health and Human Services Commission (HHSC) Contract HHS000780500002 and related documents, under the Substance Use Disorder Community Health Worker program, by and between the City of Lubbock and the State of Texas, acting by and through HHSC.

7. 15. **Resolution - Public Health Services:** Consider a resolution ratifying the acts of the Mayor in executing Contract HHS001081400001 and all related documents, under the Substance Use Disorder Prevention Grant Program, by and between the City of Lubbock and the State of Texas, acting by and through the Texas Health and Human Services Commission.

7. 16. **Resolution - Public Health Services:** Consider a resolution authorizing the Mayor to execute Contract 15629 and all related documents, by and between the City of Lubbock, with Methodist Children's Hospital d/b/a Covenant Children's Hospital of Lubbock, to provide Network of Substance Use Disorder Treatment Services.

7. 17. **Resolution - Public Health Services:** Consider a resolution authorizing the Mayor to execute Purchase Order 364432, with OfficeWise Commercial Interiors, in accordance with Purchasing Association of Cooperative Entities (PACE) Contract 00154, for the purchase of cubicles for the Health Department.

7. 18. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute Purchase Order 31061849, in accordance with BuyBoard Contract 617-20, with Farber Specialty Vehicles, for the purchase of a 2021 Mobile Medical Health Vehicle, for the Health Department.

7. 19. **Resolution - Facilities Management:** Consider a resolution authorizing the Mayor to execute Public Works Contract 16023, with Johnson General Contractors Group, LLC, for the renovations of the Abernathy Landfill Gate House, located at 17304 North FM 2528, Abernathy, Texas.

7. 20. **Resolution - Facilities Management:** Consider a resolution authorizing the Mayor to execute Professional Services Agreement 16135, with Parkhill, for remaining construction administration professional services, for the Municipal Parking Garage project.

7. 21. **Resolution - Facilities Management:** Consider a resolution authorizing the Mayor to execute Purchase Order 10024401, with OfficeWise Commercial Interiors, in accordance with Purchasing Association of Cooperative Entities (PACE) Contract P10045, Omnia Contract BNR105, and Sourcewell Contract 121919-HMN, for replacement furniture, fixtures, and equipment at Citizens Tower and the Utilities Customer Services Center damaged by the flood event of March 12, 2021.

7. 22. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute Purchase Order 31061756, with Deere & Company, in accordance with Sourcewell Contract 032119-JDC, for the purchase of a 2018 John Deere 300G LC FT4 Excavator, for alley maintenance.

7. 23. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order 33001539, with Dell Marketing LP, for the purchase of the Pluribus Unified Network Management and Automation Software, for the City's voice and data networks.

7. 24. **Resolution - Police:** Consider a resolution approving the renewal of the Local Administrative Agreement Between the Constituent Agencies of the Lubbock Metropolitan Special Crimes Unit, an interlocal agreement between the City of Lubbock, on behalf of the Lubbock Police Department, and Lubbock County, on behalf of the Lubbock County Sheriff and the Lubbock County Criminal District Attorney, in order to enhance the ability of local law enforcement agencies to identify, investigate, and deter violent criminal activity throughout Lubbock County.

7. 25. **Resolution - Police:** Consider a resolution authorizing the Mayor to execute an agreement by and between the City of Lubbock, the United States Department of Justice, and the United States Drug Enforcement Administration, for participation in the FY 2022-High Intensity Drug Trafficking Area (HIDTA) Task Force Agreement and any associated documents, including an Asset Sharing Agreement, to disrupt illicit drug traffic in the Lubbock area.

7. 26. **Resolution - Police:** Consider a resolution authorizing the Mayor to execute an agreement, by and between the City of Lubbock, the United States Department of Justice, and the United States Drug Enforcement Administration, for participation in the FY 2022 Program-Funded State and Local Task Force Agreement - Task Force Group (Lubbock) and any associated documents, including an Asset Sharing Agreement, to disrupt illicit drug traffic in the Lubbock area.

7. 27. **Resolution - Police:** Consider a resolution authorizing the Mayor to execute an agreement, and any associated documents, by and between the City of Lubbock, the United States Department of Justice, and the United States Drug Enforcement Administration, for participation in the FY 2022 - SURGE-Asset Forfeiture Sharing Agreement, to combat trafficking in narcotics and dangerous drugs in the Lubbock area.

7. 28. **Resolution - City Manager:** Consider a resolution authorizing the Mayor to execute an agreement, by and between the City of Lubbock and the State of Texas, acting through the Texas Department of Transportation, for the temporary closure of State right-of-way during the 2021 Mayor's Marathon.

8. **Regular Agenda**

8. 1. **Resolution - City Manager:** Consider a resolution approving the Civic Park project to be located at 1301 Broadway Avenue utilizing the Wind + Water design as created by TBG Partners and as recommended by the Central Business District Tax Increment Financing Reinvestment Zone Board.

8. 2. **Resolution - City Manager:** Consider a resolution authorizing the Mayor, to execute a Grant Agreement and related documents, by and between the City of Lubbock and the CH Foundation, for receipt of Grant Funds for the construction of a Downtown Civic Park, located at 1301 Broadway.

8. 3. **Board Appointments - City Secretary:** Consider a resolution to nominate board members to serve as Appraisal District Directors for the Lubbock Central Appraisal District.

8. 4. **Public Hearing - Planning:** Consider a request for Zone Case 0335-C, a request of Rudy and Elida Morin, for a Specific Use for a Dance Hall on property zoned Commercial District (C-4), at 1813, 1815, and 1819 East Broadway, located north of East Broadway and west of Teak Avenue, Gearhart Addition, Block 2, Lots 20-23, and consider an ordinance.

8. 5. **Public Hearing - Planning:** Consider a request for Zone Case 2690-D, a request of AMD Engineering, LLC for KWTHEM, LLC, for a zone change from Family Apartment District (A-1) and General Retail District (C-3) to Local Retail District (C-2) with a Specific Use for a Self-Storage Facility, at 2501 Iola Avenue, located east of Iola Avenue and north of 26th Street, West End North Addition, Tract D1, and consider an ordinance.

8. 6. **Public Hearing - Planning:** Consider a request for Zone Case 2904-H, a request of Ingenium Civil Engineering, Inc. for Inn of South Plains, LLC, for a zone change from Interstate Highway Commercial District (IHC), Commercial District (C-4), and Multi-Family District (R-3) to IHC, at 301, 303, 305, 307, 309, 311, and 313 Avenue R and 302, 304, 306, and 310 Avenue Q, located north of Marsha Sharp Freeway and west of Avenue Q, Roberts & McWhorter Addition, Block 3, Lot 1 and part of Lot 2, and Tracts A-C and the north part of Tract D, and Dodson Addition, Block 3, Lots 1-5, and the south 16 feet of Lot 6, and consider an ordinance.

8. 7. **Public Hearing - Planning:** Consider a request for Zone Case 2904-I, a request of Stough Real Estate Holdings, LLC for Isom E34, LLC, for a zone change from General Retail District (C-3) and Interstate Highway Commercial District (IHC) to Interstate Highway Commercial District (IHC) with a Specific Use for a Blood Bank and Blood Plasma Center, at 5120 34th Street, located east of Slide Road and north of 34th Street, Eckerd Addition, Tract A, less 3,585 square feet of right-of-way, and consider an ordinance.

8. 8. **Public Hearing - Planning:** Consider a request for Zone Case 2904-J, a request of Fusion LED Displays DBA Sign-Express for Behold the Signs, for a Specific Use for a billboard on property zoned Heavy Manufacturing District (M-2), at 901 Marsha Sharp Freeway, located south of Marsha Sharp Freeway and west of Texas Avenue, Original Town of Lubbock Addition, Block 7, part of Lots 22-24, and consider an ordinance.

8. 9. **Public Hearing - Planning:** Consider a request for Zone Case 3135-B, a request of Westar Commercial Realty for TopHat Operators, LLC, for a zone change from General Retail District (C-3) to Commercial District (C-4) Specific Use for a bar at 11824 Indiana Avenue, Suites #400 and #500, located west of Indiana Avenue and south of 118th Street, Cooper Plaza Addition, Tract C, and consider an ordinance.

8. 10. **Public Hearing - Planning:** Consider a request for Zone Case 3257-M, a request of Hugo Reed and Associates, Inc. for 1585 Development, LLC and Rocket Partners I, LLC, for a zone change from Single-Family District (R-1) Specific Use to Single-Family District (R-1) with a Specific Use for Townhomes, generally located south of 137th Street and west of Elgin Avenue, on 3.4 acres of unplatted land out of Block AK, Section 1, and consider an ordinance.

8. 11. **Public Hearing - Planning:** Consider a request for Zone Case 3308-D, a request of AMD Engineering, LLC for Dreambuilt Homes, Inc., Bushland Springs, LLC, Bo Properties, and HomeMakers Building Group, LLC, for a zone change from Single Family District (R-1) to Single Family District with Reduced Setbacks (R-1A), at 7211 through 7224 23rd Street, located east of Upland Avenue on the north and south sides of 23rd Street, Bushland Springs Addition, Lots 245-258, and 1.48 acres of unplatted land out of Block AK, Section 43, located at the northeast corner of Upland Avenue and 26th Street, and consider an ordinance.

8. 12. **Public Hearing - Planning:** Consider a request for Zone Case 3314-A, a request of SK Architecture Group, for a zone change from Garden Office District (GO) to General Retail District (C-3), at 14101 Quaker Avenue, located east of Quaker Avenue and north of 142nd Street, on 3.097 acres of unplatted land out of Block AK, Section 4, and consider an ordinance.

8. 13. **Public Hearing - Planning:** Consider a request for Zone Case 3443, a request of Dr. Piyush Mittal and Greg Garrett for JKLM Investments, for a zone change from Restricted Local Retail District (C-2A) to Local Retail District (C-2), at 10301 Indiana Avenue, located east of Indiana Avenue and south of 103rd Street, on 0.8193 acres of unplatted land out of Block E2, Section 19, and consider an ordinance.

8. 14. **Public Hearing - Planning:** Consider a request for Zone Case 3444, a request of AMD Engineering, LLC for Escondido Lubbock, LLC, for a zone change from Transition District (T) to Two-Family District (R-2), at 5802 Upland Avenue, located west of Upland Avenue and south of 58th Street on 32.63 acres of unplatted land out of Block AK, Section 34, and consider an ordinance.

8. 15. **Public Hearing - Planning:** Consider a request for Zone Case 3445, a request of Hugo Reed and Associates, Inc. for Lubbock Economic Development Alliance, for a zone change from Transition District (T) to Heavy Manufacturing District (M-2), located east of East Loop 289 and south of 4th Street on 407.3 acres of unplatted land out of Block O, Section 6, and consider an ordinance.

8. 16. **Public Hearing - Planning:** Consider a request for Zone Case 3446, a request of AMD Engineering, LLC for NWP EB-5 Project, LLC, for a zone change from Single-Family District (R-1) to Two-Family District (R-2) and High-Density Apartment District (A-2), at 5601 Ursuline Street, located south of Ursuline Street and east of Frankford Avenue, on 134.45 acres of unplatted land out of Block JS, Section 6, and consider an ordinance.

8. 17. **Public Hearing - Planning:** Consider a request for Zone Case 3447, a request of AMD Engineering, LLC for NWP EB-5 Project, LLC, for a zone change from Single-Family District (R-1) to General Retail District (C-3) with a Specific Use for a Self-Storage Facility, generally located east of Frankford Avenue and south of Princeton Street, on 4.21 acres of unplatted land out of Block JS, Section 6, and consider an ordinance.

8. 18. **Public Hearing - Planning:** Discuss and take appropriate action on an ordinance amending Chapter 40 “Zoning” of the City of Lubbock Code of Ordinances, amending Section 40.01.003 “Definitions” to add a definition for “Office/Warehouse”; amending Division 15 “C-3 General Retail District” to update General Provisions and Permitted Uses; and amending Section 40.03.2233 “C-4 Permitted Uses” to add “Office/Warehouse” setting forth regulations for outside storage in the “Office/Warehouse” use.

8. 19. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0133, pursuant to Chapter 43 of the Texas Local Government Code, for 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. 20. **Resolution - Business Development:** Consider a resolution making findings that the Willow Bend Villas Public Improvement District Petition meets the requirements of Chapter 372 of the Texas Local Government Code; accepting the Willow Bend Villas Public Improvement District Petition, which covers a portion of an area in the City of Lubbock, Lubbock County, Texas, generally bounded by 19th Street to the north, Kelsey Avenue to the east, and railroad tracks to the south and west; and calling for a public hearing to receive public comment on the formation of a public improvement district in the area depicted and described.

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

Meeting Date: 09/28/2021

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, 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: 09/28/2021

Information

Agenda Item

Board Recognitions:

Lubbock Reese Redevelopment Authority Board of Directors
George McMahan
John T. Hamilton

Item Summary

Fiscal Impact

Staff/Board Recommending

Attachments

No file(s) attached.

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

Meeting Date: 09/28/2021

Information

Agenda Item

August 24, 2021 Regular City Council Meeting
August 26, 2021 Special City Council Meeting - Joint Meeting with the Planning & Zoning Commission
September 7, 2021 Special City Council Meeting - Budget

Item Summary

August 24, 2021 Regular City Council Meeting
August 26, 2021 Special City Council Meeting - Joint Meeting with the Planning & Zoning Commission
September 7, 2021 Special City Council Meeting - Budget

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

8.24.2021
8.26.2021 S UDC
9.7.2021 S Budget

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
August 24, 2021
1:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 24th of August, 2021, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas, and via video conference and teleconference at 1:00 p.m.

1:05 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:
- *Citizen Comments 1; 2.1; Citizen Comments 1(cont.); 2.2-2.4; Executive Session; 4.1-4.4; Citizen Comments 5; 6.1; 7.1; 7.3-7.18; 7.20-7.31; 7.33; 7.2-7.2.2; 7.19; 7.32; 7.34; 8.1-8.15; 8.17-8.19; 8.16; 8.20-8.26.*
- *Item No.'s 7.34 & 8.26 were amended.*
- *Item No. 8.16 failed.*

1. **Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in person before the meeting of the City Council, regarding Items 2.1 and 2.4 on the Work Session Agenda, shall complete the sign-up form provided at the meeting, no later than 1:00 p.m. 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 11:00 a.m., on August 24, 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.**

Citizens who appeared to speak in person, and comments submitted via email, regarding item 2.1 (American Rescue Plan Act (ARPA) Local Funds) are noted under that item.

There were no comments submitted via email for item 2.4.

Sign ups:

- Aric Lampert appeared before City Council to speak in favor of item 2.4 (presentation and discussion of the proposed Downtown Civic Park).

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

2. 1. American Rescue Plan Act (ARPA) Local Funds - Listening Session for the City Council to hear and receive citizen comment and input from the public

Blu Kostelich, chief financial officer, gave a presentation on the American Rescue Plan Act (ARPA) and answered questions from City Council. Jarrett Atkinson, city manager, gave comments and answered questions from City Council. Topics discussed included: City of Lubbock allocations; ARPA eligible expenditures; commitment and expenditure deadlines; and tentative funding categories, including public safety and preparedness, targeted critical infrastructure, neighborhood recovery and revitalization, community support services, job training and economic development, and arts, non-profits, and small businesses.

Sign ups:

- Sarah McLarty, Jo Conatser, Adam Hernandez, Lal Williams, David Cho, Joy Harris, Lindsey Maestri, Tom Laney, and Dina Jeffries appeared before City Council to speak on this item.

Comments received via email:

- Ali Duffy and Debbie Clark addressed City Council, via email, to speak on this item. Their emails were read aloud by Courtney Paz, deputy city secretary.

2. 2. 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; sales tax; proposed rate changes relating to water, wastewater, and solid waste; staffing; street maintenance; capital projects; vehicle and equipment replacement; funding sources and expenses; and employee compensation adjustments. Blu Kostelich, chief financial officer, gave a presentation and answered questions from City Council on City of Lubbock sales tax collections and historical sales tax trends.

Floyd Mitchell, chief of police, gave comments on the proposed Lubbock Police Department compensation adjustments and answered questions from City Council.

2. 3. Downtown Redevelopment Update

Brianna Gerardi, business development director, gave a presentation and update on downtown redevelopment and answered questions from City Council. Topics discussed included: one-way to two-way street conversions, the Broadway tunnel public art project, Downtown Parking Master Plan updates, historic district formation efforts, Market Lubbock Downtown Grant Program updates, current development projects, and event updates.

Jorge Quirino, manager of downtown & special projects with LEDA and Market Lubbock, gave comments on the Downtown Grant Program and answered questions from City Council.

2. 4. Presentation and Discussion of the Proposed Downtown Civic Park

Brianna Gerardi, director of business development, gave a presentation on the proposed Downtown Civic Park and answered questions from City Council. Topics discussed included: project history, the Downtown Civic Park Advisory Committee, public input session results and takeaways, cost estimates, and next steps. Elaine Kearney, with TBG Partners; and Samantha Schwartz, with Overland Partners, gave a presentation on the phased implementation approach, cost estimates, and potential design concepts for the proposed Downtown Civic Park and answered questions from City Council.

Jarrett Atkinson, city manager; and Robert Taylor, chair of the Central Business District Tax Increment Financing Reinvestment Zone Board of Directors, gave comments and answered questions from City Council.

There was consensus among City Council to schedule a future work session to further discuss the proposed Downtown Civic Park.

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

3. Executive Session

The meeting recessed at 3:59 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 5:06 p.m., and the meeting was called to order at 5:16 p.m.

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 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, LECD Board of Directors, Planning and Zoning Commission, Urban Design/Historic Preservation Commission, and the Water Board of Appeals.

3. 4. 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.

3. 5. Hold an executive session in accordance with V.T.C.A. Government Code Section 551.086, to discuss and deliberate, on the following competitive matters of Lubbock Power & Light, reasonably related to the following categories:

a. generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling;

b. bidding and pricing information for purchased power, generation and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies;

- Resolution No. 2021-R0289 on matter regarding purchased power bidding and pricing.

c. effective fuel and purchased power agreements and fuel transportation arrangements and contracts;

d. risk management information, contracts, and strategies, including fuel hedging and storage;

e. plans, studies, proposals, and analyses for system improvements, additions, or sales (other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider);

f. customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies.

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

City Council reconvened at 5:06 p.m.

4. Ceremonial Items

4. 1. Invocation

Honorably Retired Minister of the Word and Sacrament, Presbyterian Church, Davis B. Price, Lubbock Interfaith Association, led the invocation.

4. 2. Pledges of Allegiance

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

4. 3. Proclamations and Presentations

4. 4. **Board Recognitions:** Presented by Council Member Latrelle Joy

Appointments Advisory Board
Ryan Henry (unable to attend)

Building Board of Appeals
Russell Thoma, Jr.

Citizens Traffic Commission
Dr. Patricia Francis-Johnson
Carlos Mireles

Comprehensive Plan Oversight Committee
Dr. Nathanial Wright

Planning & Zoning Commission
Aviraj Patel

Call to Order

The meeting was called to order at 5:16 p.m.

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 August 24, 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 24, 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 8.1 - 8.20) 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.

6. Minutes

6. 1. June 23, 2021 Special City Council Meeting - Lubbock Economic Development Alliance
July 27, 2021 Regular City Council Meeting
August 2, 2021 Special City Council Meeting - Budget Work Session
August 3, 2021 Special City Council Meeting - Budget Work Session
August 4, 2021 Special City Council Meeting - Bond Election & Budget Work Session

Motion by Council Member Shelia Patterson Harris, seconded by Council Member Latrelle Joy to approve the June 23, 2021 Special City Council Meeting - Lubbock Economic Development Alliance minutes; the July 27, 2021 Regular City Council Meeting minutes; the August 2, 2021 Special City Council Meeting - Budget Work Session minutes; the August 3, 2021 Special City Council Meeting - Budget Work Session minutes; and the August 4, 2021 Special City Council Meeting - Bond Election & Budget Work Session minutes.

Vote: 7 - 0 Motion carried

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.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Jeff Griffith to approve items 7.1; 7.3-7.18; 7.20-7.31; and 7.33.

Vote: 7 - 0 Motion carried

7. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget 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.

7. 2. **Budget Ordinance Amendment 2nd 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.

Cheryl Brock, director of financial planning & analysis; and Katherine Wells, director of public health, gave comments and answered questions from City Council.

Motion by Council Member Randy Christian, seconded by Council Member Juan A. Chadis to approve Ordinance No. 2021-O0097.

Vote: 7 - 0 Motion carried

7. 2. 1. Resolution - Public Health Services: Resolution No. 2021-R0320 authorizing the Mayor to execute Contract HHS001083000001, an Interlocal Cooperation Contract, and all related documents, with the Texas Department of State Health Services, for activities to establish, expand, train, and sustain the public health workforce in support of Coronavirus 2019 (COVID-19) response, and in alignment with the Public Health Crisis Response Cooperative Agreement for Emergency Response (Funding Opportunity Number CDC-RFA-TP18-1802) from the Centers of Disease Control and Prevention.

Katherine Wells, director of public health, gave comments and answered questions from City Council.

Motion by Council Member Randy Christian, seconded by Council Member Juan A. Chadis to approve Resolution No. 2021-R0320.

Vote: 7 - 0 Motion carried

7. 2. 2. Resolution - Public Health Services: Resolution No. 2021-R0321 authorizing the Mayor to execute a Texas Youth Action Network Community Partner Agreement and Statement of Work, by and between the City of Lubbock and the Public Policy Research Institute at Texas A&M University, to provide resources and assistance to community organizations that wish to develop Youth Adult Partnerships, to incorporate the perspectives of young people between the ages of 10 and 24 into their work.

Katherine Wells, director of public health, gave comments and answered questions from City Council.

Motion by Council Member Randy Christian, seconded by Council Member Juan A. Chadis to approve Resolution No. 2021-R0321.

Vote: 7 - 0 Motion carried

7. 3. Budget Ordinance Amendment 2nd 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 Capital Improvement Project 92676 General Fund Vehicle Replacement FY 2020-21.

7. 4. Budget Ordinance Amendment 1st Reading - Finance: 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. 5. **Ordinance 1st Reading - Finance:** Ordinance No. 2021-O0106, the Fourteenth Supplemental Ordinance updating the Vintage Township Public Improvement District Service and Assessment Plan and Assessment Roll.

7. 6. **Resolution - Finance:** Resolution No. 2021-R0290 authorizing the Mayor to execute Contract 15959, with LBK Defense, LLC, for security services.

7. 7. **Resolution - Right-of-Way:** Resolution No. 2021-R0291 authorizing the Mayor to execute Contract 15991, with Randy Lewis, to farm approximately 4.82 acres out of Section 1259, J. H. Gibson Survey, Garza County, Texas.

7. 8. **Resolution - Right-of-Way:** Resolution No. 2021-R0292 authorizing the Mayor to accept, on behalf of the City of Lubbock, three Street and Public Use Dedication Deeds out of Section 30 and 31, Block AK, Lubbock County, Texas, to be utilized for the Upland Avenue Roadway Project.

7. 9. **Resolution - Right-of-Way**: Resolution No. 2021-R0293 authorizing the Mayor to execute a Family Residential Contract, by and between the City of Lubbock and WW Porter Investments, for the sale of real property at 1502 Vanham Avenue, Wilson, Texas.

7. 10. **Resolution - Engineering:** Resolution No. 2021-R0294 authorizing the Mayor to execute Amendment No. 1 to Contract 15015, with Kimley-Horn and Associates, Inc., for providing engineering services for the construction of the Low Pressure Supply Line Rehabilitation Project.

7. 11. **Resolutions - Engineering:** Resolution No.'s 2021-R0295 and 2021-R0296 authorizing the Mayor to execute Service Contract 15916, with H.D. Weaver Ditching Service, Inc., and Service Contract 16071, with Utility Contractors of America, Inc., for pipeline construction services.

7. 12. **Resolutions - Engineering:** Resolution No.'s 2021-R0297 and 2021-R0298 authorizing the Mayor to execute Service Contract 15917 with H.D. Weaver Ditching Service, Inc., and Service Contract 16070 with Utility Contractors of America, Inc., for construction services associated with water and sanitary sewer tap installations.

7. 13. **Resolution - Engineering:** Resolution No. 2021-R0299 authorizing the Mayor to execute Amendment No. 1 to Contract 14966, with Garver, LLC, for North Water Treatment Plant ground storage construction phase services.

7. 14. **Resolution - Engineering:** Resolution No. 2021-R0300 authorizing the Director of Purchasing for the City of Lubbock, to execute a Cost Sharing and Reimbursement Agreement between the City of Lubbock and Lubbock County, for cost sharing of orthorectified digital imagery, Light Detection and Ranging (LiDAR), and mapping.

7. 15. **Resolution - Water Utilities:** Resolution No. 2021-R0301 authorizing the Mayor to execute a Amendment No. 2 to Professional Services Agreement 14327, with NewGen Strategies and Solutions, LLC, for continued consulting services related to updating existing water and wastewater rate models and cost of services.

7. 16. **Resolution - Water Utilities:** Resolution No. 2021-R0302 authorizing the Mayor to execute the Second Amendment to the Meredith Supply Agreement, with the Canadian River Municipal Water Authority, for the continued purchase of raw water.

7. 17. **Resolution - Public Works Streets:** Resolution No. 2021-R0303 authorizing the Mayor to execute Contract 15949, with Blackstone Concrete Ventures, LLC, for the partial rebuild of Mac Davis Lane.

7. 18. **Resolution - Business Development:** Resolution No. 2021-R0304 approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Lubbock Pico Properties, LLC, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of Market Lubbock Development Corporation.

7. 19. **Resolution - Public Health Services:** Resolution No. 2021-R0322 authorizing the Mayor to execute a Professional Services Agreement, by and between the City of Lubbock and the Texas Tech University Health Sciences Center (TTUHSC), to provide the City of Lubbock Health Department (COLHD) with employed physicians who work in the TTUHSC Dermatology Clinic, to provide early and periodic screening, diagnosis, and treatment of sexually transmitted diseases for the COLHD.

Katherine Wells, director of public health, 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-R0322.

Vote: 7 - 0 Motion carried

7. 20. **Resolution - Community Development:** Resolution No. 2021-R0305 authorizing the Mayor to execute Community Development Funding Agreement 16059, and all related documents, between the City of Lubbock Community Development Department and the Salvation Army, for the Emergency Solutions Grant Coronavirus Aid, Relief and Economic Security Act CARES (ESG - CV), administered by the U.S. Department of Housing & Urban Development (HUD).

7. 21. **Resolution - Community Development:** Resolution No. 2021-R0306 authorizing the Mayor to execute Community Development Funding Agreement 16033, and all related documents, between the City of Lubbock Community Development Department and Paul's Project, for the Emergency Solutions Grant Coronavirus Aid, Relief and Economic Security Act CARES (ESG - CV), administered by the U.S. Department of Housing & Urban Development (HUD).

7. 22. **Resolution - Community Development:** Resolution No. 2021-R0307 authorizing the Mayor to execute Amendment No. 1 to Community Development Funding Contract 15711, and all related documents, with the Lubbock Housing Finance Corporation, to provide Mortgage Assistance to qualified low-to-moderate income persons and families who have been affected by COVID-19, through the Community Development Block Grant Coronavirus Relief and Economic Security Act CARES (CDBG-CV), administered by the U.S. Department of Housing & Urban

Development (HUD).

7. 23. **Resolution - Aviation:** Resolution No. 2021-R0308 authorizing the Mayor to execute Amendment No. 2, and all related documents, to the Lease Agreement by and between the City of Lubbock and Host Marriott Services International, Inc., in connection with certain concessions offered at the Lubbock Preston Smith International Airport.

7. 24. **Resolution - Aviation:** Resolution No. 2021-R0309 authorizing the Mayor to execute Service Agreement 15900, and all related documents, with JSM Airport Services, LLC, for the operations and maintenance of the baggage handling system at Lubbock Preston Smith International Airport.

7. 25. **Resolution - Aviation:** Resolution No. 2021-R0310 authorizing the City Manager to execute a grant agreement between the City of Lubbock and the United States of America, by and through the Federal Aviation Administration, to fund certain expenses and activities at the Lubbock Preston Smith International Airport relating to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens, and debt service payments, and related documents pursuant to the American Rescue Plan Act.

7. 26. **Resolutions - Human Resources:** Resolution No.'s 2021-R0311, 2021-R0312, and 2021-R0313 authorizing the Mayor to execute contracts, by and between the City of Lubbock and Voya Financial, MissionSquare Retirement Corporation (rebranded ICMA-RC), and AIG Retirement Services, to provide administrative recordkeeping, education, communications, and investment-related services for the City of Lubbock 457(b) Deferred Compensation Plans.

7. 27. **Resolution - Public Transit Services:** Resolution No. 2021-R0314 authorizing the Mayor to execute Contract 15863, with Arnold Oil Company, for motor oil and lubricants for Citibus.

7. 28. **Resolution - Public Transit Services:** Resolution No. 2021-R0315 authorizing the Mayor to execute a Consultant Contract for Transit Services between the City of Lubbock and the Lubbock Metropolitan Planning Organization (LMPO), to provide transit services related to LMPO's Unified Planning Work Program for FY 2021-22.

7. 29. **Resolution - Parks and Recreation:** Resolution No. 2021-R0316 authorizing the Mayor to execute Professional Services Contract 16003 with Turf Raider Land and Landscape, for grounds, trees, fountain, turf and maintenance at the May 11, 1970 Tornado Memorial in Lubbock National Bank Park.

7. 30. **Resolution - Fleet Services:** Resolution No. 2021-R0317 authorizing the Mayor to execute Purchase Order 31060986, with GT Distributors, Inc., for the purchase of emergency lighting and equipment to be installed on ten police patrol vehicles.

7. 31. **Resolution - Information Technology:** Resolution No. 2021-R0318 authorizing the Mayor to execute Purchase Order 33001532, with Mythics, Inc., for the renewal of Oracle License Maintenance & Support for the JD Edwards Enterprise One, and One View Reporting applications, for the City's financial management system.

7. 32. **Resolution - Information Technology:** Resolution No. 2021-R0323 authorizing the Mayor to execute Amendment No. 1 to Contract 14220, with Benchmark Business Solutions, to add and replace Workcentre printers and consumable supplies for the Lubbock Police Department Patrol Division Stations and other City facilities.

James Brown, director of information technology, gave comments and answered questions from City Council.

Motion by Council Member Juan A. Chadis, seconded by Council Member Jeff Griffith to approve Resolution No. 2021-R0323.

Vote: 6 - 0 Motion carried

Other: Mayor Daniel M. Pope (RECUSE)

7. 33. **Resolution - Lubbock Power & Light:** Resolution No. 2021-R0319 delegating authority to the Director of Electric Utilities, to enter into and execute Purchase and Sale agreements, for the sale of renewable energy credits ("RECs") when the Director of Electric Utilities determines that doing so is in the best interest of LP&L and its ratepayers.

7. 34. **Resolution - City Manager:** Resolution No. 2021-R0324 authorizing the Mayor of the City of Lubbock to execute a Grant Agreement, and related documents, by and between the City of Lubbock and the Helen Jones Foundation, Inc., for the receipt of Grant Funds for the construction of a Downtown Civic Park.

This item was amended.

Jarrett Atkinson, city manager; and Chad Weaver, city attorney, gave comments and answered questions from City Council.

Main Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Juan A. Chadis, to approve Resolution No. 2021-R0324, as presented at the dais.

Motion to Amend by Mayor Pro Tem Steve Massengale, seconded by Council Member Juan A. Chadis, to amend the main motion as follows:

- removal of all references to the address "1301 Broadway" within the Grant Agreement

Vote on Motion to Amend
Vote: 7-0 motion carried

Vote on Main Motion with Amendment
Vote: 7-0 Motion carried

8. **Regular Agenda**

8. 1. **Public Hearing - Finance:** Ordinance No. 2021-O0107 approving the proposed 2021 Assessment Rate for the North Overton Public Improvement District (PID), reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Overton 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.

Cheryl Brock, director of financial planning & analysis, gave a presentation and answered questions from City Council.

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

No one appeared to speak in favor or in opposition.

Mayor Pope closed the public hearing at 5:59 p.m.

Motion by Council Member Latrelle Joy, seconded by Mayor Pro Tem Steve Massengale to approve Ordinance No. 2021-O0107.

Vote: 7 - 0 Motion carried

8. 2. **Public Hearing - Finance:** Ordinance No. 2021-O0108 approving the proposed 2021 Assessment Rate for the North Point Public Improvement District (PID), reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Point 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.

Cheryl Brock, director of financial planning & analysis, gave a presentation and answered questions from City Council.

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

No one appeared to speak in favor or in opposition.

Mayor Pope closed the public hearing at 5:59 p.m.

Motion by Council Member Latrelle Joy, seconded by Mayor Pro Tem Steve Massengale to approve Ordinance No. 2021-O0108.

Vote: 7 - 0 Motion carried

8. 3. **Public Hearing - Finance:** Ordinance No. 2021-O0109 approving the proposed 2021 Assessment Rate for the Quincy Park Public Improvement District (PID), reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Quincy Park 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.

Cheryl Brock, director of financial planning & analysis, gave a presentation and answered questions from City Council.

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

No one appeared to speak in favor or in opposition.

Mayor Pope closed the public hearing at 5:59 p.m.

Motion by Council Member Latrelle Joy, seconded by Mayor Pro Tem Steve Massengale to approve Ordinance No. 2021-O0109.

Vote: 7 - 0 Motion carried

8. 4. **Public Hearing - Finance:** Ordinance No. 2021-O0110 approving the proposed 2021 Assessment Rate for the Valencia Public Improvement District (PID), reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Valencia 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.

Cheryl Brock, director of financial planning & analysis, gave a presentation and answered questions from City Council.

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

No one appeared to speak in favor or in opposition.

Mayor Pope closed the public hearing at 5:59 p.m.

Motion by Council Member Latrelle Joy, seconded by Mayor Pro Tem Steve Massengale to approve Ordinance No. 2021-O0110.

Vote: 7 - 0 Motion carried

8. 5. **Public Hearing - Finance:** Ordinance No. 2021-O0111 approving the proposed 2021 Assessment Rate for the Bell Farms Public Improvement District (PID), reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Bell Farms 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.

Cheryl Brock, director of financial planning & analysis, gave a presentation and answered questions from City Council.

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

No one appeared to speak in favor or in opposition.

Mayor Pope closed the public hearing at 5:59 p.m.

Motion by Council Member Latrelle Joy, seconded by Mayor Pro Tem Steve Massengale to approve Ordinance No. 2021-O0111.

Vote: 7 - 0 Motion carried

8. 6. **Public Hearing - Finance:** Ordinance No. 2021-O0112 approving the proposed 2021 Assessment Rate for the Upland Crossing Public Improvement District (PID), reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Upland Crossing 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.

Cheryl Brock, director of financial planning & analysis, gave a presentation and answered questions from City Council.

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

No one appeared to speak in favor or in opposition.

Mayor Pope closed the public hearing at 5:59 p.m.

Motion by Council Member Latrelle Joy, seconded by Mayor Pro Tem Steve Massengale to approve Ordinance No. 2021-O0112.

Vote: 7 - 0 Motion carried

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

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

Mayor Pope opened the public hearing at 6:31 p.m.

No one appeared to speak in favor or in opposition.

Mayor Pope closed the public hearing at 6:32 p.m.

Motion by Council Member Randy Christian, seconded by Mayor Pro Tem Steve Massengale to approve Ordinance No. 2021-O0113.

Vote: 7 - 0 Motion carried

8. 8. **Public Hearing - Planning:** Ordinance No. 2021-O0114, for Zone Case 2538-V, a request of AMD Engineering, LLC for 806 Land Group, LLC, 806 Land Development Group, LLC, A&J Flatland Properties, Lubbock Lifetime Homes, LLC, Westex J-Mar, LLC, Noe Torres, Inc., and Parker Signature Homes,LLC, for a zone change from Single-Family District (R-1) to Reduced Setback Single-Family District (R-1A), generally located south of 4th Street and east of Upland Avenue, on 145.14 acres of unplatted land out of Block JS, Section 10, and consider an ordinance.

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

Mayor Pope opened the public hearing at 6:31 p.m.

No one appeared to speak in favor or in opposition.

Mayor Pope closed the public hearing at 6:32 p.m.

Motion by Council Member Randy Christian, seconded by Mayor Pro Tem Steve Massengale to approve Ordinance No. 2021-O0114.

Vote: 7 - 0 Motion carried

8. 9. **Public Hearing - Planning:** 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, and consider an ordinance.

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

Mayor Pope opened the public hearing at 6:31 p.m.

No one appeared to speak in favor or in opposition.

Mayor Pope closed the public hearing at 6:32 p.m.

Motion by Council Member Randy Christian, seconded by Mayor Pro Tem Steve Massengale to approve Ordinance No. 2021-O0115.

Vote: 7 - 0 Motion carried

8. 10. **Public Hearing - Planning:** Ordinance No. 2021-O0116, for Zone Case 2926-E, a request of AMD Engineering, LLC for Salyer Homes, LS Kingdom Homes, LLC, Lakeridge Estates of Lubbock LTD, Frankie and Vicki Tipton, Aaron Texas Ventures, LLC, Philip and Dana Reeger, Hartline Companies, LLC, Wooded Forest, LLC, and Platinum Homes of Lubbock, LLC, for a zone change from Single-Family District (R-1) Specific Use to Reduced Setback Single-Family District (R-1A) with Specific Use for Garden Homes, at: 10501, 10502, 10503, 10504, 10506, and 10508 Troy Avenue and 10501 – 10508 Toledo Avenue located south of 105th Street and east of Vicksburg Avenue, Lakeridge Estates of Lubbock Addition, Lots 315 – 324 and Lots 327 – 330, and consider an ordinance.

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

Mayor Pope opened the public hearing at 6:31 p.m.

No one appeared to speak in favor or in opposition.

Mayor Pope closed the public hearing at 6:32 p.m.

Motion by Council Member Randy Christian, seconded by Mayor Pro Tem Steve Massengale to approve Ordinance No. 2021-O0116.

Vote: 7 - 0 Motion carried

8. 11. **Public Hearing - Planning:** 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, and consider an ordinance.

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

Mayor Pope opened the public hearing at 6:31 p.m.

No one appeared to speak in favor or in opposition.

Mayor Pope closed the public hearing at 6:32 p.m.

Motion by Council Member Randy Christian, seconded by Mayor Pro Tem Steve Massengale to approve Ordinance No. 2021-O0117.

Vote: 7 - 0 Motion carried

8. 12. **Public Hearing - Planning:** 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, and consider an ordinance.

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

Mayor Pope opened the public hearing at 6:31 p.m.

No one appeared to speak in favor or in opposition.

Mayor Pope closed the public hearing at 6:32 p.m.

Motion by Council Member Randy Christian, seconded by Mayor Pro Tem Steve Massengale to approve Ordinance No. 2021-O0118.

Vote: 7 - 0 Motion carried

8. 13. **Public Hearing - Planning:** 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, and consider an ordinance.

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

Mayor Pope opened the public hearing at 6:31 p.m.

No one appeared to speak in favor or in opposition.

Mayor Pope closed the public hearing at 6:32 p.m.

Motion by Council Member Randy Christian, seconded by Mayor Pro Tem Steve Massengale to approve Ordinance No. 2021-O0119.

Vote: 7 - 0 Motion carried

8. 14. **Public Hearing - Planning:** 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, and consider an ordinance.

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

Mayor Pope opened the public hearing at 6:31 p.m.

No one appeared to speak in favor or in opposition.

Mayor Pope closed the public hearing at 6:32 p.m.

Motion by Council Member Randy Christian, seconded by Mayor Pro Tem Steve Massengale to approve Ordinance No. 2021-O0120.

Vote: 7 - 0 Motion carried

8. 15. **Public Hearing - Planning:** 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, and consider an ordinance.

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

Mayor Pope opened the public hearing at 6:31 p.m.

No one appeared to speak in favor or in opposition.

Mayor Pope closed the public hearing at 6:32 p.m.

Motion by Council Member Randy Christian, seconded by Mayor Pro Tem Steve Massengale to approve Ordinance No. 2021-O0121.

Vote: 7 - 0 Motion carried

8. 16. **Public Hearing - Planning:** Consider a request for Zone Case 3353-A, a request of Bhavesh Patel, for a zone change from Transition District (T) to General Retail District (C-3), at 10320 Milwaukee Avenue, located north of 104th Street and west of Milwaukee Avenue, on 1.55 acres of unplatted land out of Block AK, Section 22, and consider an ordinance.

This item failed.

Bryan Isham, director of planning, gave a presentation and answered questions from City Council. Chad Weaver, city attorney; and Rahil Patel, representing the proponent, gave comments and answered questions from City Council.

Mayor Pope opened the public hearing at 6:34 p.m.

Rahil Patel, representing the proponent, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Pope closed the public hearing at 6:35 p.m.

Motion by Council Member Randy Christian, seconded by Council Member Latrelle Joy to approve this item.

Vote: 0 - 7 Failed

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

8. 17. **Public Hearing - Planning:** Ordinance No. 2021-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, and consider an ordinance.

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

Mayor Pope opened the public hearing at 6:31 p.m.

No one appeared to speak in favor or in opposition.

Mayor Pope closed the public hearing at 6:32 p.m.

Motion by Council Member Randy Christian, seconded by Mayor Pro Tem Steve Massengale to approve Ordinance No. 2021-O0122.

Vote: 7 - 0 Motion carried

8. 18. **Public Hearing - Planning:** 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, and consider an ordinance.

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

Mayor Pope opened the public hearing at 6:31 p.m.

No one appeared to speak in favor or in opposition.

Mayor Pope closed the public hearing at 6:32 p.m.

Motion by Council Member Randy Christian, seconded by Mayor Pro Tem Steve Massengale to approve Ordinance No. 2021-O0123.

Vote: 7 - 0 Motion carried

8. 19. **Public Hearing - Planning:** 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, and consider an ordinance.

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

Mayor Pope opened the public hearing at 6:31 p.m.

No one appeared to speak in favor or in opposition.

Mayor Pope closed the public hearing at 6:32 p.m.

Motion by Council Member Randy Christian, seconded by Mayor Pro Tem Steve Massengale to approve Ordinance No. 2021-O0124.

Vote: 7 - 0 Motion carried

8. 20. **Public Hearing - Planning:** 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, and consider an ordinance.

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

Mayor Pro Tem Massengale opened the public hearing at 6:47 p.m.

Charles Hodges, with Hodges Architecture, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Pro Tem Massengale closed the public hearing at 6:54 p.m.

Motion by Council Member Jeff Griffith, seconded by Council Member Juan A. Chadis to approve Ordinance No. 2021-O0125.

Vote: 6 - 0 Motion carried

Other: Mayor Daniel M. Pope (RECUSE)

8. 21. **Ordinance 2nd Reading - Planning:** Ordinance No. 2021-O0099, for a request for annexation, from Starlight Development, LLC, to annex an area of approximately 553 acres adjacent to the southern city limits of the City of Lubbock, south of 146th Street and west of Frankford Avenue.

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 Ordinance No. 2021-O0099.

Vote: 7 - 0 Motion carried

8. 22. **Ordinance 2nd Reading - Planning:** Ordinance No. 2021-O0100, for a request for annexation from Loop 88, LLC, The Sherman Nelson Family, LP, Ilene Hobgood, Kim Nelson, and the Edward and Carol Daniel Family Trust, to annex an area of approximately 717.76 acres adjacent to the western city limits of the City of Lubbock, south of 34th Street and west of Inler Avenue.

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 Ordinance No. 2021-O0100.

Vote: 7 - 0 Motion carried

8. 23. **Ordinance 2nd Reading - Planning:** Ordinance No. 2021-O0101, for a request for annexation from Violet McInnes, Sandra Carlton, Wyatt Crawford, Melissa Crawford, Landshark Commercial Properties, LLC, Lubbock Cooper Independent School District, Red Canyon, LLC, and Grow Lubbock, LLC, to annex an area of approximately 431.13 acres, adjacent to the southern city limits of the City of Lubbock, south of 146th Street and west of Avenue P.

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 Ordinance No. 2021-O0101.

Vote: 7 - 0 Motion carried

8. 24. **Ordinance 2nd Reading - Planning:** Ordinance No. 2021-O0102, amending 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.

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

Vote: 7 - 0 Motion carried

8. 25. **Resolution - Planning:** Resolution No. 2021-R0325 authorizing the Mayor to execute a Dedicatory Certificate, associated Easements, and all related documents, in connection with property described as Lots 305-A and 305-B, Midway Park Addition, Lubbock County, Texas, located north of Marsha Sharp Freeway and east of 29th Drive.

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

Motion by Council Member Juan A. Chadis, seconded by Mayor Pro Tem Steve Massengale to approve Resolution No. 2021-R0325.

Vote: 7 - 0 Motion carried

8. 26. **Resolution - Business Development:** Resolution No. 2021-R0326 making findings that the Northwest Passage Public Improvement District Petition meets the requirements of Chapter 372 of the Texas Local Government Code; accepting the Northwest Passage Public Improvement District Petition, 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; and calling for a public hearing to receive public comment on the formation of a public improvement district in the area depicted and described.

This item was amended.

Brianna Gerardi, director of business development, gave a presentation and answered questions from City Council. Mont McClendon, City of Lubbock's downtown master developer/McDougal Properties, gave comments and answered questions from City Council.

Motion by Council Member Latrelle Joy, seconded by Council Member Jeff Griffith to approve Resolution No. 2021-R0326 with the following amendment:

- replacement of the reference to "Upland Crossing" with "Northwest Passage" in paragraph four, page two, of Exhibit 1.

Vote: 7 - 0 Motion carried

7:31 P.M. CITY COUNCIL ADJOURNED

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

The August 24, 2021 Regular City Council Meeting minutes were approved by the City Council on the 28thday of September, 2021.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
August 26, 2021
5:30 P.M.

The City Council of the City of Lubbock, Texas met in special session on the 26th of August, 2021, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas, and via video conference and teleconference at 5:30 p.m.

5:40 P.M. CITY COUNCIL CONVENED
City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas and via video conference and teleconference

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

Absent: Council Member Juan A. Chadis

Note: This was a joint meeting with the Planning and Zoning Commission. Members of the Commission, in attendance, were: Chair Zach Sawyer, James Bell, Renee Cage, Aviraj Patel, and Susan Tomlinson (via video conference).

Note: City Council addressed agenda items in the following order:
- *Citizen Comments 1; 2.*

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. on the Work Session Agenda, shall complete the sign-up form provided at the meeting, no later than 5:30 p.m. 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 3:00 p.m. on August 26, 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.**

There were no comments received via email.

Sign ups:

- Adam Hernandez, Joshua Shankles, Larry Moore, Dora Cortez, Carolyn Moegle, Mikel Ward, Gretchen Scott, Brenda Hawkins, and Terry Holeman appeared before City Council to speak on Item 2 (Module 4 of the Unified Development Code).

2. Hold a Joint City Council meeting with the Planning and Zoning Commission, to discuss and hear a presentation from staff and Kendig Keast Collaborative on the following: Module 4 of the Unified Development Code, which includes administrative and legislative bodies, development review procedures, legislative review procedures, nonconformities, and enforcement procedures.

Jarrett Atkinson, city manager; and Bryan Isham, director of planning, introduced the item, gave comments, and answered questions from City Council.

Brian Mabry, with Kendig Keast Collaborative, gave a presentation on Module 4 of the Unified Development Code and answered questions from City Council and the Planning and Zoning Commission.

Council Member Latrelle Joy, chair of the UDC sub-committee; Council Members Jeff Griffith and Randy Christian, members of the UDC sub-committee; and Jesica McEachern, assistant city manager, gave comments and answered questions from City Council and the Planning and Zoning Commission on Module 4 of the Unified Development Code.

6:58 P.M. CITY COUNCIL ADJOURNED

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

The August 26, 2021 Special City Council Meeting minutes were approved by the City Council on the 28th day of September, 2021.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
September 7, 2021
3:30 P.M.

The City Council of the City of Lubbock, Texas met in special session on the 7th of September, 2021, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 3:30 p.m.

3:33 P.M. CITY COUNCIL CONVENED
City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas

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

Note: City Council addressed agenda items in the following order:
- *Executive Session; 2.1-2.4; Citizen Comments 2.5; 2.6-2.10.*

1. Executive Session

The meeting recessed at 3:34 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 5:24 p.m.

1. 1. 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:

1. 1. 1. City Attorney

1. 1. 2. City Manager

1. 1. 3. City Secretary

5:00 p.m. - City Council reconvened in Regular Session

City Council reconvened at 5:24 p.m.

2. Regular Agenda

2. 1. **Public Hearing - Finance:** Hold a public hearing on the Proposed FY 2021-22 Operating Budget and Capital Program.

Public Hearing Only.

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

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

Adam Hernandez, Joshua Shankles, and Mikel Ward appeared to speak on this item.

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

2. 2. **Public Hearing - Finance:** Hold a public hearing on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 5.13% (percentage by which the proposed tax rate exceeds the No-New-Revenue tax rate calculated under Chapter 26, Tax Code).

Public Hearing Only.

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

Mayor Daniel M. Pope, read into the record, the following statement:

"City Council will now hold a public hearing on a proposal to increase the total tax revenues from properties on the tax roll in the preceding year by 5.13 percent."

Mayor Pope opened the public hearing at 5:59 p.m.

Mikel Ward appeared to speak on this item.

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

2. 3. **Ordinance 1st Reading - Finance:** 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.

Jarrett Atkinson, city manager, gave comments and answered questions from City Council. Mayor Pope gave direction for staff to research and determine if the City of Lubbock qualifies for participation in the Tree City USA Program.

Motion by Council Member Juan A. Chadis, seconded by Council Member Randy Christian to approve Ordinance No. 2021-O0126.

Vote: 7 - 0 Motion carried

2. 4. **Ordinance 1st Reading - Finance:** 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.

Mayor Daniel M. Pope, read into the record, the following statement:

"The City Council will vote on the tax rate, on the second and final reading, at the September 14, 2021, City Council Meeting, in 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 Ordinance No. 2021-O0127, increasing the property tax rate by the adoption of the tax rate of 0.523230, which is effectively a 5.13 percent increase in the tax rate.

Vote: 7 - 0 Motion carried

2. 5. **Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a 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 7, 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.**

No one appeared to speak in person.

Citizen comment submitted in writing:

- Mary Harrington addressed City Council, in writing, to express opposition of items 2.1-2.4 (public hearings and adoption of Proposed FY 2021-22 Operating Budget and Capital Program and tax rate). Ms. Harrington's comment was read aloud by Courtney Paz, deputy city secretary.

2. 6. **Ordinance 2nd Reading - Planning:** Ordinance No. 2021-O0114, for Zone Case 2538-V, a request of AMD Engineering, LLC for 806 Land Group, LLC, 806 Land Development Group, LLC, A&J Flatland Properties, Lubbock Lifetime Homes, LLC, Westex J-Mar, LLC, Noe Torres, Inc., and Parker Signature Homes, LLC, for a zone change from Single-Family District (R-1) to Reduced Setback Single-Family District (R-1A), generally located south of 4th Street and east of Upland Avenue, on 145.14 acres of unplatted land out of Block JS, Section 10, Lubbock, Texas.

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

Motion by Council Member Jeff Griffith, seconded by Mayor Pro Tem Steve Massengale to approve Ordinance No. 2021-O0114.

Vote: 7 - 0 Motion carried

2. 7. **Ordinance 2nd Reading - Planning:** Ordinance No. 2021-O0116, for Zone Case 2926-E, a request of AMD Engineering, LLC for Salyer Homes, LS Kingdom Homes, LLC, Lakeridge Estates of Lubbock, LTD, Frankie and Vicki Tipton, Aaron Texas Ventures, LLC, Philip and Dana Reeger, Hartline Companies, LLC, Wooded Forest, LLC, and Platinum Homes of Lubbock, LLC, for a zone change from Single-Family District (R-1) Specific Use to Reduced Setback Single-Family District (R-1A) with Specific Use for Garden Homes, at 10501, 10502, 10503, 10504, 10506, and 10508 Troy Avenue, and 10501 – 10508 Toledo Avenue located south of 105th Street and east of Vicksburg Avenue, Lakeridge Estates of Lubbock Addition, Lots 315 – 324 and Lots 327 – 330.

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

Motion by Council Member Jeff Griffith, seconded by Mayor Pro Tem Steve Massengale to approve Ordinance No. 2021-O0116.

Vote: 7 - 0 Motion carried

2. 8. **Ordinance 1st Reading - Right-of-Way:** Ordinance No. 2021-O0128, 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.

Jarrett Atkinson, city manager; Josh Kristinek, assistant city engineer; and John Zwiacher, member of the Panhandle South Plains Fair Board of Directors, gave comments and answered questions from City Council.

Motion by Council Member Jeff Griffith, seconded by Council Member Latrelle Joy to approve Ordinance No. 2021-O0128.

Vote: 7 - 0 Motion carried

2. 9. **Resolution - Public Health Services:** Resolution No. 2021-R0327 ratifying the actions of the Mayor in executing Amendment No. 1 to Department of State Health Services (DSHS) Contract No. HHS000812700012 and related documents, by and between the City of Lubbock and the State of Texas, acting by and through DSHS, under the COVID-19 Grant Program, to provide funding for COVID-19 activities.

Katherine Wells, director of public health, gave comments and answered questions from City Council.

Motion by Council Member Shelia Patterson Harris, seconded by Council Member Juan A. Chadis to approve Resolution No. 2021-R0327.

Vote: 7 - 0 Motion carried

2. 10. **Resolution - Public Health Services:** Resolution No. 2021-R0328 ratifying the actions of the Mayor in executing Department of State Health Services (DSHS) Contract HHS001057600030 and all related documents, by and between the City of Lubbock and the Department of State Health Services, to provide funding under the COVID-19 Health Disparities Grant.

Katherine Wells, director of public health, gave comments and answered questions from City Council.

Motion by Council Member Shelia Patterson Harris, seconded by Council Member Juan A. Chadis to approve Resolution No. 2021-R0328.

Vote: 7 - 0 Motion carried

6:47 P.M. CITY COUNCIL ADJOURNED

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

The September 7, 2021 Special City Council Meeting minutes were approved by the City Council on the 28th day of September, 2021.

_____

DANIEL M. POPE, MAYOR

ATTEST:

_____

Rebecca Garza, City Secretary

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

Meeting Date: 09/28/2021

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2021-O0129, 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

On September 14, 2021, the City Council approved the first reading of the ordinance.

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 $762,500. Funding is $200,000 from the Storm Water Operating Fund and $562,500 from the Texas Water Development Board.
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
Cheryl Brock, Director of Financial Planning & Analysis

Attachments

Budget Amendment 43
Budget Amendment 43 Original

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 $762,500. Funding is $200,000 from the Storm Water Operating Fund and $562,500 from the Texas Water Development Board.

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 17, 2021

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. 2.**

Meeting Date: 09/28/2021

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2021-O0130, 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 Services.

Item Summary

On September 14, 2021, the City Council approved the first reading of the ordinance.

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

Budget Amendment 44

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. 3.**

Meeting Date: 09/28/2021

Information

Agenda Item

Budget Amendment Ordinance 1st Reading - Finance: Consider Budget Ordinance Amendment 1, amending the Adopted FY 2021-22 Budget for municipal purposes respecting the Pay Plans; providing for filing; and providing for a savings clause.

Item Summary

Amend Exhibit E - Civil Service and Non-Civil Service Pay Plans of the FY 2021-22 Adopted Budget, as passed by City Council on September 14, 2021.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

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

Attachments

Budget Amendment 1
Updated Exhibit E

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2021-22 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE PAY PLANS; 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 2021-22 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 2021-22 (Budget Amendment #1) for municipal purposes, as follows:

I. Amend Exhibit E – Civil Service and Non-Civil Service Pay Plans of the FY 2021-22 Adopted Budget, as passed by City Council on September 14, 2021.

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

Exhibit E - Non-Civil Service Pay Plan

Pay Grade		Minimum	Midpoint	Maximum
101	$	16,486.08	21,330.40	26,176.80
102		17,309.76	22,397.44	27,485.12
103		18,170.88	23,516.48	28,862.08
104		19,081.92	24,693.76	30,305.60
105		20,036.64	25,929.28	31,819.84
106		21,039.20	27,225.12	33,408.96
107		22,087.52	28,583.36	35,079.20
108		23,192.00	30,014.40	36,834.72
109		24,352.64	31,516.16	38,677.60
110		25,569.44	33,090.72	40,612.00
111		26,850.72	34,746.40	42,640.00
112		28,192.32	36,483.20	44,774.08
113		29,598.40	38,305.28	47,012.16
114		31,081.44	40,306.24	49,362.56
115		32,637.28	42,234.40	51,829.44
116		34,270.08	44,345.60	54,421.12
117		35,642.88	46,126.08	56,607.20
118		37,427.52	48,434.88	59,440.16
119		39,299.52	50,856.00	62,410.40
120		41,265.12	53,399.84	65,532.48
121		43,324.32	56,066.40	68,806.40
122		45,063.20	58,316.96	71,568.64
123		47,313.76	61,228.96	75,144.16
124		49,682.88	64,292.80	78,902.72
125		52,168.48	67,508.48	82,846.40
126		54,772.64	70,882.24	86,991.84

Exhibit E - Non-Civil Service Pay Plan

Pay Grade	Minimum	Midpoint	Maximum
127	56,964.96	73,717.28	90,467.52
128	59,810.40	77,403.04	94,993.60
129	62,801.44	81,271.84	99,742.24
130	65,944.32	85,338.24	104,730.08
131	69,241.12	89,604.32	109,965.44
132	72,704.32	94,084.64	115,462.88
133	76,338.08	98,787.52	121,236.96
134	80,154.88	103,725.44	127,296.00
135	84,163.04	108,915.04	133,664.96
136	88,366.72	114,354.24	140,341.76
137	92,788.80	120,076.32	147,363.84
138	97,429.28	126,081.28	154,733.28
139	101,558.08	131,426.88	161,295.68
140	106,639.52	137,999.68	169,359.84
141	111,970.56	144,899.04	177,829.60
142	117,567.84	152,145.76	186,721.60
143	123,448.00	159,754.40	196,058.72
144	129,621.44	167,741.60	205,859.68
145	136,102.72	176,128.16	216,151.52
146	142,908.48	184,936.96	226,963.36
147	150,053.28	194,180.48	238,307.68
148	157,551.68	203,887.84	250,224.00
149	165,432.80	214,398.08	262,735.20
150	173,702.88	224,787.68	275,870.40

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
226	26.083	33.753	41.423
227	27.387	35.441	43.494

Exhibit E - Part-Time Pay Plan

Pay Grade	Minimum	Midpoint	Maximum
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 (A & B)	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	$ 52,126.88	60,001.76	62,972.00	62,972.00	82,345.12	90,267.84	100,064.64	112,005.92	125,991.84
B				66,121.12	83,580.64	92,749.28	102,816.48	116,486.24	132,481.44
C				69,426.24		95,299.36	106,672.80	121,145.44	143,994.24
D				73,592.48					
E				76,535.68					
F				81,128.32					

Steps	Hourly Cadet PNCSP	Hourly Entry Level I 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					

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. PNCE1-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 PNCSP or PNCE1-A, unless they start employment already certified as peace officers by TCOLE, in which case they may start at either PNCSP or PNCE1-B. Employees starting at either PNCSP or PNCE1-A progress to PNCE1-B when they become certified as peace officers by TCOLE.

Classified service and accrual of seniority points does not begin until an employee reaches PNCE1-B. Full civil service protection and accrual of longevity pay begins when an employee reaches PCS1. Not every change in classification represents a change in salary.

For employees who enter the academy without TCOLE certification, a probationary period of 18 months, prior to entering full civil service protection, begins on the first day of employment with department in a beginning position as PNCE1-A. These employees progress to PNCE2 after 12 months of continuous probationary service in PNCE1-A and B; progress to PCS1 step A after 6 months additional continuous probationary service at PNCE2; remain in PCS1 step A for 6 months; progress to PCS1 step B after 6 months of service in PCS1 step A; and then progress through PCS1 steps C-F after 2 years of service in each step, attaining PCS1 step F 10 years after entering the academy.

For employees who enter the academy with TCOLE certification, a probationary period of 12 months, prior to entering full civil service protection, begins on the first day of employment with the department in a beginning position as PNCE1-B. These employees bypass PNCE2 and progress directly to PCS1 step A after 12 months of continuous probationary service; remain in PCS1 step A for 12 months; progress to PCS1 step B after 12 months of service in PCS1 step A; and then progress through PCS1 steps C-F after 2 years of service in each step, attaining PCS1 step F 10 years after entering the academy.

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 classified position (PNCE1-B and above) 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 (PNCE1-B and above) 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)

Grade	Title	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
FCS7	Fire Deputy Chief																				
	H	62.606	63.427	64.248	65.069	65.890	66.710	67.532													
	B	5,008.48	5,074.16	5,139.84	5,205.52	5,271.20	5,336.80	5,402.56													
	A	130,220.48	131,928.16	133,635.84	135,343.52	137,051.20	138,756.80	140,466.56													
FCS6	Fire Division Chief																				
	H	58.762	58.999	59.234	59.471	59.706	59.943	60.180	60.418	60.652											
	B	4,700.96	4,719.92	4,738.72	4,757.68	4,776.48	4,795.44	4,814.40	4,833.44	4,852.16											
	A	122,224.96	122,717.92	123,206.72	123,699.68	124,188.48	124,681.44	125,174.40	125,669.44	126,156.16											
FCS5	Fire Battalion Chief																				
	H	52.791	53.206	53.619	54.033	54.446	54.860	55.272	55.688	56.101	56.514	56.928									
	B	4,223.28	4,256.48	4,289.52	4,322.64	4,355.68	4,388.80	4,421.76	4,455.04	4,488.08	4,521.12	4,554.24									
	A	109,805.28	110,668.48	111,527.52	112,388.64	113,247.68	114,108.80	114,965.76	115,831.04	116,690.08	117,549.12	118,410.24									
FCS4	Fire Captain																				
	H	45.913	46.256	46.599	46.942	47.284	47.627	47.970	48.315	48.657	49.000	49.342	49.686	50.029							
	B	3,673.04	3,700.48	3,727.92	3,755.36	3,782.72	3,810.16	3,837.60	3,865.20	3,892.56	3,920.00	3,947.36	3,974.88	4,002.32							
	A	95,499.04	96,212.48	96,925.92	97,639.36	98,350.72	99,064.16	99,777.60	100,495.20	101,206.56	101,920.00	102,631.36	103,346.88	104,060.32							
FCS3	Fire Lieutenant																				
	H	41.058	41.281	41.503	41.728	41.950	42.172	42.395	42.620	42.844	43.067	43.290	43.513	43.737	43.959	44.184					
	B	3,284.64	3,302.48	3,320.24	3,338.24	3,356.00	3,373.76	3,391.60	3,409.60	3,427.52	3,445.36	3,463.20	3,481.04	3,498.96	3,516.72	3,534.72					
	A	85,400.64	85,864.48	86,326.24	86,794.24	87,256.00	87,717.76	88,181.60	88,649.60	89,115.52	89,579.36	90,043.20	90,507.04	90,972.96	91,434.72	91,902.72					
FCS2	Fire Equipment Oper.																				
	H	37.901	38.076	38.250	38.425	38.600	38.774	38.951	39.125	39.300	39.474	39.648	39.823	39.998	40.173	40.348	40.522	40.699			
	B	3,032.08	3,046.08	3,060.00	3,074.00	3,088.00	3,101.92	3,116.08	3,130.00	3,144.00	3,157.92	3,171.84	3,185.84	3,199.84	3,213.84	3,227.84	3,241.76	3,255.92			
	A	78,834.08	79,198.08	79,560.00	79,924.00	80,288.00	80,649.92	81,018.08	81,380.00	81,744.00	82,105.92	82,467.84	82,831.84	83,195.84	83,559.84	83,923.84	84,285.76	84,653.92			
FCS1	Fire Fighter																				
	H	28.020	28.489	28.959	29.430	29.902	30.372	30.842	31.313	31.783	32.253	32.723	33.196	33.665	34.137	34.609	35.077	35.548	36.019	36.490	36.960
	B	2,241.60	2,279.12	2,316.72	2,354.40	2,392.16	2,429.76	2,467.36	2,505.04	2,542.64	2,580.24	2,617.84	2,655.68	2,693.20	2,730.96	2,768.72	2,806.16	2,843.84	2,881.52	2,919.20	2,956.80
	A	58,281.60	59,257.12	60,234.72	61,214.40	62,196.16	63,173.76	64,151.36	65,131.04	66,108.64	67,086.24	68,063.84	69,047.68	70,023.20	71,004.96	71,986.72	72,960.16	73,939.84	74,919.52	75,899.20	76,876.80
FNCS1	Prob. Fire Fighter																				
	H	26.418																			
	B	2,113.44																			
	A	54,949.44																			

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)

Grade	Title	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
FCS5	Fire Battalion Chief																				
	H	37.708	38.004	38.300	38.595	38.890	39.187	39.480	39.777	40.073	40.367	40.663									
	B	3,997.05	4,028.42	4,059.80	4,091.07	4,122.34	4,153.82	4,184.88	4,216.36	4,247.74	4,278.90	4,310.28									
	A	103,923.25	104,739.02	105,554.80	106,367.82	107,180.84	107,999.37	108,806.88	109,625.41	110,441.19	111,251.45	112,067.23									
FCS4	Fire Captain																				
	H	32.796	33.040	33.285	33.530	33.774	34.020	34.264	34.511	34.755	35.001	35.245	35.490	35.735							
	B	3,476.38	3,502.24	3,528.21	3,554.18	3,580.04	3,606.12	3,631.98	3,658.17	3,684.03	3,710.11	3,735.97	3,761.94	3,787.91							
	A	90,385.78	91,058.24	91,733.46	92,408.68	93,081.14	93,759.12	94,431.58	95,112.32	95,784.78	96,462.76	97,135.22	97,810.44	98,485.66							
FCS3	Fire Lieutenant																				
	H	29.327	29.487	29.645	29.806	29.964	30.123	30.282	30.442	30.604	30.762	30.922	31.081	31.241	31.399	31.560					
	B	3,108.66	3,125.62	3,142.37	3,159.44	3,176.18	3,193.04	3,209.89	3,226.85	3,244.02	3,260.77	3,277.73	3,294.59	3,311.55	3,328.29	3,345.36					
	A	80,825.21	81,266.17	81,701.62	82,145.34	82,580.78	83,018.99	83,457.19	83,898.15	84,344.62	84,780.07	85,221.03	85,659.24	86,100.20	86,535.64	86,979.36					
FCS2	Fire Equipment Oper																				
	H	27.073	27.197	27.321	27.447	27.572	27.696	27.822	27.946	28.071	28.196	28.321	28.446	28.570	28.695	28.820	28.945	29.071			
	B	2,869.74	2,882.88	2,896.03	2,909.38	2,922.63	2,935.78	2,949.13	2,962.28	2,975.53	2,988.78	3,002.03	3,015.28	3,028.42	3,041.67	3,054.92	3,068.17	3,081.53			
	A	74,613.19	74,954.93	75,296.68	75,643.93	75,988.43	76,330.18	76,677.43	77,019.18	77,363.68	77,708.18	78,052.68	78,397.18	78,738.92	79,083.42	79,427.92	79,772.42	80,119.68			
FCS1	Fire Fighter																				
	H	20.014	20.349	20.685	21.022	21.358	21.694	22.030	22.367	22.702	23.038	23.374	23.711	24.046	24.384	24.720	25.055	25.391	25.728	26.064	26.400
	B	2,121.48	2,156.99	2,192.61	2,228.33	2,263.95	2,299.56	2,335.18	2,370.90	2,406.41	2,442.03	2,477.64	2,513.37	2,548.88	2,584.70	2,620.32	2,655.83	2,691.45	2,727.17	2,762.78	2,798.40
	A	55,158.58	56,081.84	57,007.86	57,936.63	58,862.65	59,788.66	60,714.68	61,643.45	62,566.71	63,492.73	64,418.74	65,347.52	66,270.78	67,202.30	68,128.32	69,051.58	69,977.60	70,906.37	71,832.38	72,758.40
FNCS1	Prob. Fire Fighter																				
	H	18.870																			
	B	2,000.22																			
	A	52,005.72																			

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 c
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 i
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 Lubboc
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 i
FCS1 annually. Progress through the steps in the other grades also requires one year in each step. However, if the anniversary date occurs durin
the last half of the pay period, the increase does not become effective until the beginning of the next pay perioc

Kelly shift rate (k)=Biweekly (40 hour)/112. Biweekly rate=Hourly*106. Annual rate=Biweekly rate*26. All conversions are approximate

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

Meeting Date: 09/28/2021

Information

Agenda Item

Resolution - Finance: Consider a resolution authorizing the Mayor to execute an amendment to the Grant Management Agreement between the City of Lubbock and Market Lubbock, Inc., dated January 25, 1996.

Item Summary

The City approved Resolution No. 5089, January 25, 1996, authorizing the City and Market Lubbock, Inc. (MLI) to execute a grant agreement wherein the base grant amount was set at 3.000 cents of the ad valorem tax rate rate. The City Council approved amendments previously as follows:

- FY 2012-13 reduced to 2.937 cents of the City's ad valorem tax rate
- FY 2013-14 reduced to 2.705 cents of the City's ad valorem tax rate
- FY 2014-15 reduced to 2.315 cents of the City's ad valorem tax rate
- FY 2020-21 reduced to 2.2468 cents of the City's ad valorem tax rate

The FY 2021-22 Operating Budget and Capital Program adjusted this amount for FY 2021-22. This item reconciles the grant agreement with the Approved FY 2021-22 Budget, and sets the grant amount to MLI to an amount equal to 2.21707 cents of the City's ad valorem tax rate, less the amount budgeted by the City for Economic Development for FY 2021-22.

Fiscal Impact

The amendment conforms the MLI agreement so it will be consistent with the Economic Development tax rate of 2.21707 cents, of the City's ad valorem tax rate, approved in the FY 2021-22 Operating Budget.

Staff/Board Recommending

Blu Kostelich, Chief Financial Officer

Attachments

Resolution

MLI Grant Management 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, an Amendment to the Grant Management Agreement by and between the City of Lubbock and Market Lubbock Economic Development Corporation, d/b/a Market Lubbock, Inc. 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:

_____
Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

RES.Amend_MLI Grant Mgmt
09.15.21

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF LUBBOCK §

AMENDMENT TO GRANT MANAGEMENT AGREEMENT BETWEEN THE CITY OF LUBBOCK AND MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, d/b/a MARKET LUBBOCK, INC.

This Amendment is entered into by the City of Lubbock (referred to herein as "City"), a Home Rule Municipality of Lubbock County, Texas, and Market Lubbock Economic Development Corporation, d/b/a Market Lubbock, Inc. (herein after called "MLI").

WITNESSETH:

WHEREAS, the City Council of the City of Lubbock approved Resolution No. 5089, January 25, 1996 authorizing the City and MLI to execute a Grant Management Agreement wherein the base grant amount was set at an amount equal to 3 cents of the City's ad valorum tax rate; and

WHEREAS, on September 14, 2021 the City Council approved Tax Rate Ordinance 2021-O0127 adjusting the City's ad valorum tax rate for the Fiscal Year 2021-2022; and

WHEREAS, City and MLI desire to conform the Grant Management Agreement to this adjustment by amending the Agreement as described herein;

NOW THEREFORE, City and MLI agree to the following amendment:

ARTICLE II, Section 2.03(a) is amended to read as follows:

"2.03. Grant Terms.

(a) Grant Amount. The base grant amount shall be an amount equivalent to 2.1707 cents of the City's ad valorum tax rate less the amount budgeted by the City for Economic Development for the current year. Additionally, the City of Lubbock may from time to time make separate grants of funds for specific projects which grants shall be in addition to the amounts described above.

Annual Payment. All funds payable to MLI with respect to any fiscal year shall be paid in four (4) equal quarterly installments, on October 1, January 1, April 1, and June 1 of each fiscal year, beginning October 1, 2021, or as may be subsequently determined by City and MLI. Upon receipt of such funds, MLI shall deposit the same in a separate account

established by MLI for that purpose at a federally-insured state or national bank or other savings institution in Lubbock, Texas. At MLI's option, such account may be an interest-bearing account, in which case all interest accrued thereon shall be used by MLI only for the purposes described in this Agreement in accordance with the terms of a budget approved by City."

Executed this _____ day of _____, 2021.

CITY OF LUBBOCK

_____
DANIEL M. POPE, MAYOR

MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, d/b/a MARKET LUBBOCK, INC.

BY: JOHN OSBORNE, CEO

Date: 9/16/21

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

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

Meeting Date: 09/28/2021

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, Network Security Privacy Insurance 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, 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 Adopted FY 2021-22 Risk Management Fund.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Cyber Resolution

Cyber Coverage

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

CITY OF LUBBOCK
P.O. BOX 2000, Lubbock, TX 79457-0001
Cyber Renewal Proposal
Policy Period – 10/01/2021 to 10/01/2022

	EXPIRING	
Issuing Paper & Rating	**Ascent**	**Cowbell**
Policy Form	**Ascent CyberPro US v2.8**	**Prime 250**
Admitted Coverage	Non-Admitted	Non-Admitted
Aggregate Limit of Liability	$5,000,000	$1,000,000
First Party Coverages		
Breach Response	$5,000,000	$1,000,000
Business Interruption	$5,000,000	$1,000,000
Dependent Business Interruption	$250,000	$1,000,000
System Failure	$5,000,000	$1,000,000
Dependent System Failure	$250,000	N/A
Data Recovery	$5,000,000	$1,000,000
Extortion	$5,000,000	$1,000,000
Cyber Crime		
Social Engineering	N/A	$250,000
Funds Transfer Fraud	N/A	$250,000
Telecomm Fraud	N/A	$250,000
Third Party Coverages		
Privacy/Security	$5,000,000	$1,000,000
Payment Card Loss	$5,000,000	$1,000,000
Regulatory Proceedings	$5,000,000	$1,000,000
Media	$5,000,000	$1,000,000
Retentions	$50,000	$100,000
First Party Loss	$50,000 / 8 Hours for BI Loss	$100,000 / 24 Hours for BI Loss
Third Party Loss	$50,000	$100,000
Cyber Crime	N/A	$100,000
Retroactive Date	Full Prior Acts	Full Prior Acts
Premium:	$70,654.51 Including SL Tax/Fees	$114,393.00 Including SL Tax/Fees

CITY OF LUBBOCK
P.O. BOX 2000, Lubbock, TX 79457-0001
Cyber Renewal Proposal
Policy Period – 10/01/2021 to 10/01/2022

Other Markets Approached:

AXA XL – Declined; Out of Appetite

Resilience – Declined; Out of Appetite

Coalition – Declined; Out of Appetite

TMHCC – Pending Response

AIG – Declined; Out of Appetite & Lack of MFA

AEGIS – Pending Response

AXIS – Declined; Lack of MFA

Crum & Forster – Out of Appetite

Ironshore – Declined; Out of Appetite

Markel – Declined; Out of Appetite

Ambridge – Pending Response

At-Bay – Declined; Out of Appetite

Zurich – Pending Response

Emergin – Declined; Out of Appetite

Starr – Pending Response

CITY OF LUBBOCK
P.O. BOX 2000, Lubbock, TX 79457-0001
Cyber Renewal Proposal
Policy Period – 10/01/2021 to 10/01/2022

Subjectivities:

Cowbell

1. Please provide the intended Policyholder's contact information: Name, Email, and Phone Number; this is necessary prior to binding.
2. Cowbell Application signed and dated within 30 days prior to binding.
3. If the applicant had prior cyber coverage, please provide 5 years of loss runs.
4. Completed Surplus Lines Tax Documentation Form prior to binding.
5. Required to implement MFA on all systems including all remote access with priority given to (1) admin accounts, (2) email (all employees) and (3) cloud applications storing sensitive and regulated data within 60 days post binding.
6. During the policy period Insured will take advantage of Cowbell platform, complementary cybersecurity awareness training and its connectors for insights and recommendations.

CITY OF LUBBOCK
P.O. BOX 2000, Lubbock, TX 79457-0001
Cyber Renewal Proposal
Policy Period – 10/01/2021 to 10/01/2022

Endorsements:

Ascent (Expiring)

- Ascent CyberPro US v2.8
- NMA1256 Nuclear Incident Exclusion (USA)
- NMA1477 Radioactive Contamination Clause (USA)
- LSW1001 Several Liability Notice (Insurance)
- LSW3000 Premium Payment Clause 45 Days
- NMA1168 Small Additional Or Return Premiums Clause (USA)
- LSW1023A Texas Surplus Lines Clause
- LSW1022A Texas Complaints Notice
- APPA Amendatory
- Bricking
- Cyber Terrorism
- Dependent Network Interruption and Recovery
- Notice of Terrorism Insurance Coverage LMA9105
- Payment Card Industry Fines and Assessments
- Marsh Amendatory
- California Consumer Protection Act (CCPA) Extension
- Voluntary Shutdown Extension
- Post-Binding Subjectivity Condition

Cowbell

- Cowbell Cyber Risk Insurance Policy Declarations - Prime 250 PRIME 250SL 002 07 20
- Notice to Policyholders - OFAC PN006SL 09 20
- Customer Notice of Privacy Policy & Producer Compensation Practices Disclosure PN007SL OB 09 20
- Cowbell Cyber Risk Insurance Policy - Prime 250 PRIME 250SL 001 10 20
- Service of Process PRIME 250SL 075 12 20
- California Consumer Privacy Act PRIME 250SL 004 09 20
- General Data Protection Regulation PRIME 250SL 005 09 20
- Utility Fraud Attack PRIME 250SL 006 09 20
- Media Liability PRIME 250SL 007 09 20
- Disclosure Pursuant to Terrorism Risk Insurance Act PRIME 250SL 028 10 20
- Cap on Losses From Certified Acts of Terrorism PRIME 250SL 029 10 20
- Trade or Economic Sanctions Exclusion Endorsement PRIME 250SL 032 09 20

CITY OF LUBBOCK
P.O. BOX 2000, Lubbock, TX 79457-0001
Cyber Renewal Proposal
Policy Period – 10/01/2021 to 10/01/2022

All carrier documentation is available upon request.

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

Meeting Date: 09/28/2021

Information

Agenda Item

Ordinance 2nd Reading - Right-of-Way: Consider Ordinance No. 2021-O0131, abandoning and closing an Underground Water Line Easement on Lot 45-C, Northridge Addition, located at 3106 Canyon Road, Lubbock County, Texas.

Item Summary

On September 14, 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 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:

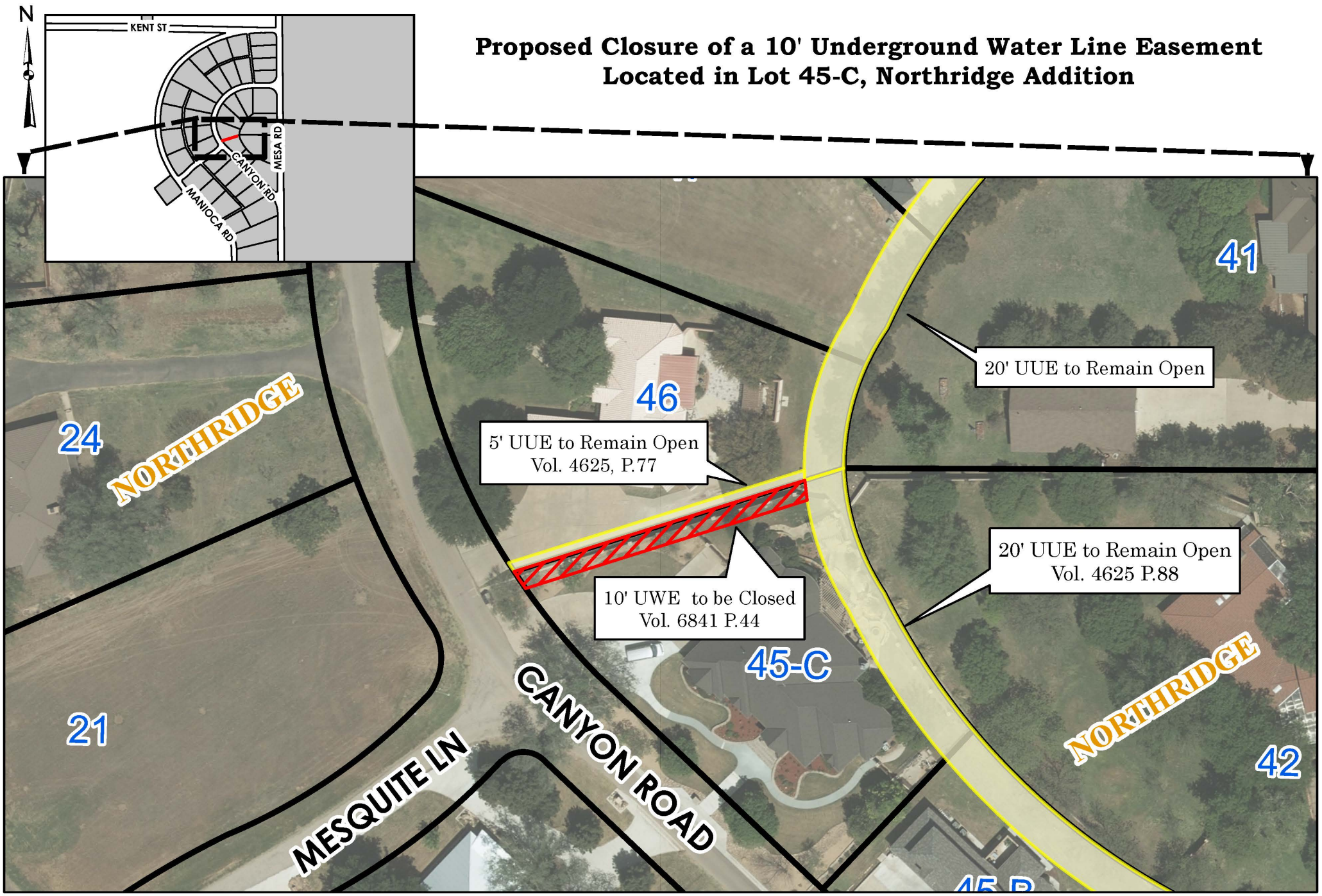
Michael Keenum, P.E., Division Director of Engineering/City Engineer

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. 7.**

Meeting Date: 09/28/2021

Information

Agenda Item

Ordinance 2nd Reading - Right-of-Way: Consider Ordinance No. 2021-O0132, abandoning and closing a portion of a Drainage Easement, located in Section 1, Block AK, Viridian Addition, Lubbock County, Texas.

Item Summary

On September 14, 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 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 - Portions of Drainage Easement, Section 1, Block AK , Viridian

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

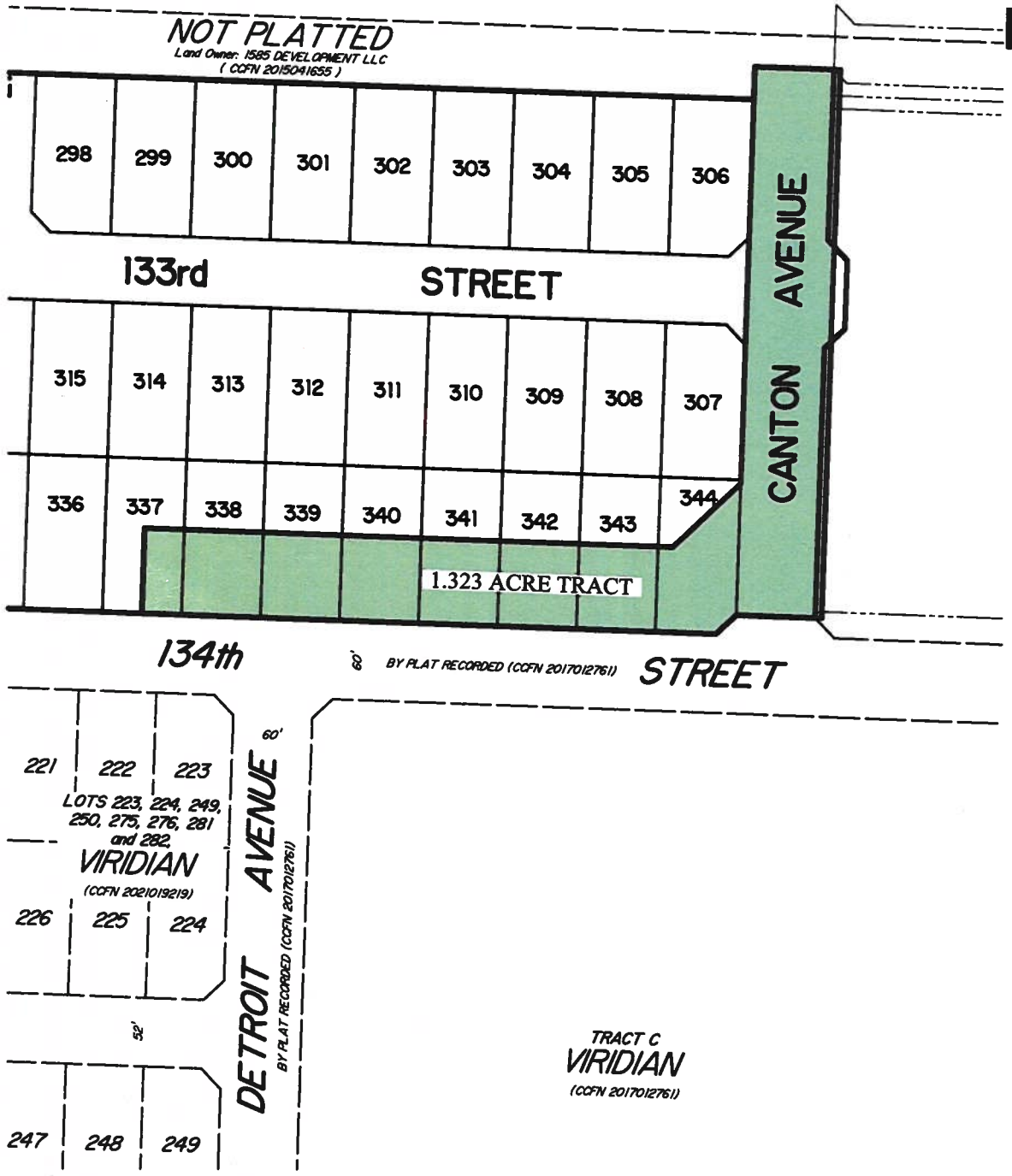
Robert A. Christopher
Registered Professional Land Surveyor No. 5167
Licensed State Land Surveyor
State of Texas

DRAINAGE EASEMENT CLOSURE

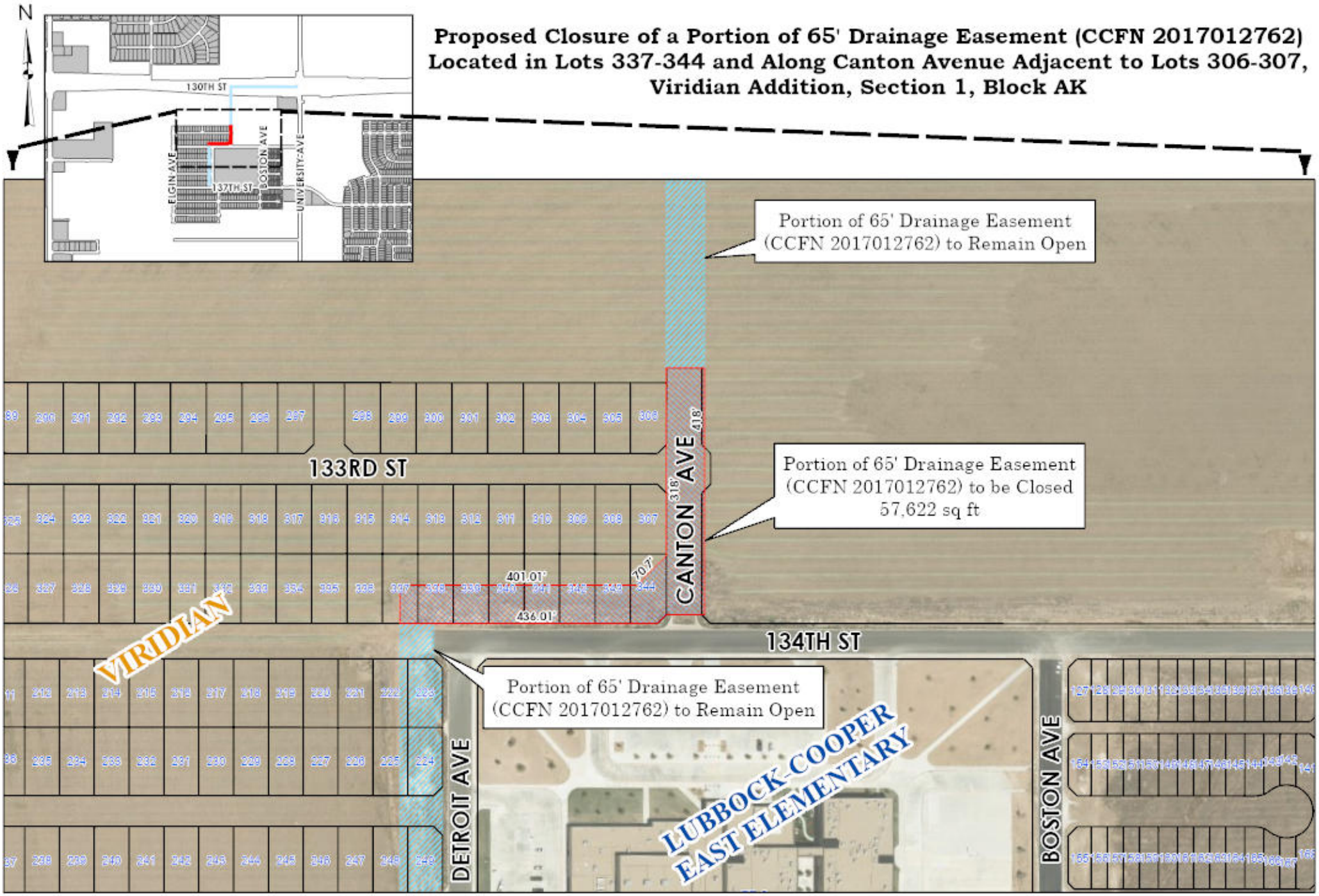
(SHADED AREA)

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. 8.**

Meeting Date: 09/28/2021

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a Street Use License/City Public Grounds Monitor Well Permit, with Daniel B. Stephens and Associates, Inc., a Geo-Logic Company, for installation of a groundwater monitoring well in the right-of-way of Vanda Avenue and 44th Street, Lubbock, Texas.

Item Summary

This street use license will allow Daniel B. Stephens and Associates, Inc., an environmental consulting firm, to install and maintain a groundwater monitor well on behalf of the Texas Environmental Commission (TCEQ), for collecting water samples in the right-of-way of Vanda Avenue at 44th Street, in connection with TCEQ Leaking Petroleum Storage Tank (LPST) #93997.

The term of this Street Use License/Groundwater Monitor Well Permit shall be for 5 years, and shall be automatically extended for successive 5-year terms, not to exceed 20 years. Pursuant to the terms of the License, upon completion of the testing, the permit holder agrees to restore, at its cost and expense, the portion of the right-of-way utilized in this procedure, to a condition which is equal to its existing condition. Staff recommends waiving the fees for the monitoring well.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution - Monitor Well Permit, Stephens and Associates, Inc.

Street Use License - Monitor Well Permit, Stephens and Associates Inc.

Exhibit A - Monitor Well Permit, Stephens and Associates Inc.

Letter - Monitor Well Permit, Stephens and Associates Inc.

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 and/or City Public Grounds Monitor Well Permit by and between the City of Lubbock and Daniel B. Stephens & Associates, Inc., a Geo-Logic Company, and all 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:

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

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

Res.St Use Lic-Monitor Well Permit- Daniel B. Stephens
8.20.21

STREET USE LICENSE AND/OR CITY
PUBLIC GROUNDS MONITOR WELL PERMIT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

This indenture made this ___ day of _____, 2021, being the date of this Agreement between the **CITY OF LUBBOCK, TEXAS,** a Home Rule Municipal Corporation, and the **DANIEL S. STEPHENS & ASSOCIATES, INC., A GEO-LOGIC COMPANY,** hereinafter called "PERMITTEE."

WITNESSETH:

Subject to the terms, conditions and provisions herein, the CITY OF LUBBOCK does hereby grant to the PERMITTEE, the right, privilege and license to use portions of dedicated streets and/or alleys and/or City public grounds for a groundwater monitoring well, to-wit:

BEGINNING AT A POINT which if 5.00 feet South and 1.00 foot West of the Northwest corner of Lot 5, Block 1, Clutter First Addition to the City of Lubbock, Lubbock County, Texas;

THENCE South 2.00 feet to a point;

THENCE West 2.00 feet to a point;

THENCE North 2.00 feet to a point;

THENCE East 2.00 feet to the POINT OF BEGINNING.

Texas Natural Resource Conservation Commission (TNRCC) leaking petroleum storage tank, Site No. 093997.

The term of this grant 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 original or any subsequent 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 permit with or without cause upon thirty (30) days prior written notice to the PERMITTEE. Said notice shall be deemed properly serviced if deposited in the post office, postage paid, addressed to PERMITTEE at the last known address of PERMITTEE. Application fee for this permit is TWO HUNDRED AND FIFTY AND NO/100 DOLLARS ($250.00) and is non-refundable.

Upon expiration or cancellation and revocation of this permit by the CITY OF LUBBOCK or the abandonment of the permit by the PERMITTEE, the improvements that are

permitted under this permit shall be removed by the PERMITTEE and the property shall be restored to its original condition at no cost or expense to the CITY OF LUBBOCK. In the event PERMITTEE 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 PERMITTEE for which PERMITTEE shall be liable.

1. PERMITTEE shall pay to the CITY OF LUBBOCK as compensation for such grant the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, for the first five (5) year non-refundable term of this permit, 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. 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 PERMITTEE of any change in rates in writing 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 PERMITTEE agrees to pay all costs arising out of the exercise of this permit herein granted including, but not limited to the replacement and repairing of paving, sidewalks and utilities of any nature occasioned by the construction as authorized by this permit. PERMITTEE must utilize all necessary construction barricades, warning signs and traffic control devices, in accordance with the Texas Manual on Uniform Traffic Control Devices (T.M.U.T.C.D.), when drilling the monitor well, inspecting the monitor well or testing of water samples and removal of the monitor well. All drilling fluids and cuttings are to be emptied at Texas Water Commission approved sites and not be emptied onto City streets, alleys, or City owned property.

3. In the event the CITY OF LUBBOCK determines that the existence of such use 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, the PERMITTEE 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 PERMITTEE'S use herein. All work is to be done in compliance with local, State and Federal laws and regulations.

4. This permit is not transferable by the PERMITTEE without first receiving the written consent of the City Manager of the CITY OF LUBBOCK.

5. This permit is made subject to the condition that should the PERMITTEE exercise any right under the permit herein granted 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 PERMITTEE, its successors and assigns will at all times 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, suits at law or in equity

of whatsoever kind or nature which may grow out of or be related to the making of this permit or the construction or maintenance and use permitted herein. Permittee is responsible and liable for any and all contamination done to the water table if such occurs during the drilling, monitoring or filling of the well. The CITY OF LUBBOCK, at its option, may require an agreement with any contractors hired by the PERMITTEE 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 any amount and in a form satisfactory to the said CITY OF LUBBOCK, guaranteeing the faithful performance of all the terms, covenants and conditions 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 the PERMITTEE prior to incurring any costs or expenses or the payment of any such claims or demands in order to give the PERMITTEE, a reasonable opportunity to settle or adjust the same.

6. If the street or alley area is ever widened and the well is found to be located in the portion to be widened and must be relocated, Permittee must fill the old well and drill a new well at Permittee's sole expense. This new well, if required by the Texas Water Commission, could be located on City owned property and permittee will be reasonable for additional licensing costs.

7. After completion, the well shall be permanently filled and capped to the requirements of the City, the Underground Water Conservation District, the TCEQ or other applicable specifications. In general, the finished surface shall be left in a condition at least as good as that which existed prior to the drilling operations.

8. PERMITTEE agrees and is required to furnish a policy of public liability and property damage insurance within limits as follows:

Commercial General Liability Insurance

Amount – Bodily Injury	$500,000 each occurrence
Property Damage	$100,000 each occurrence and

OR

Commercial General Liability Insurance

Amount	$600,000 combined single Limit each occurrence and in the aggregate

Solely at Permittee's expense, Permittee shall do one of the following things:

(1) Permittee may furnish a separate insurance policy showing the City of Lubbock as named insured; or

(2) Permittee may furnish an insurance certificate showing the City of Lubbock as an additional named insured by endorsement on Permittee's insurance policy.

9. All of the covenants and provisions of this permit 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 PERMITTEE, its successors and 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).

10. PERMITTEE, by its 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 PERMITTEE waives any and all claims in and to the public way PERMITTEE is permitted to use hereby and agrees to give peaceful possession of said property covered herein upon termination or cancellation of this permit.

11. 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.

Written notices required hereunder shall be mailed to the City of Lubbock, addressed to the City Manager, P.O. Box 2000, Lubbock, Texas 79457. Written notices required hereunder should be mailed to the PERMITTEE, **DANIEL S. STEPHENS & ASSOCIATES, INC., A GEO-LOGIC COMPANY, 12303 Technology Blvd., Suite 930D, Austin, Texas 78727.**

AGREED TO AND ACCEPTED this 26 day of August, 2014.

CITY OF LUBBOCK

Daniel M. Pope, Mayor

PERMITTEE:
Daniel B. Stephens & Associates, Inc.,
a Geo-Logic Company

BY: /Kevin Hopson

PRINT: Kevin S. Hopson

TITLE: Vice President

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

Licenses.Street Use-Monitor Well Permit-Daniel B. Stephens
8.20.21

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 **Daniel M. Pope,** Mayor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of the CITY OF LUBBOCK and as MAYOR, for the purposes and consideration therein expressed and in the capacity therein stated.

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

_____
Notary Public in and for the State of Texas

My Commission Expires:_____

THE STATE OF TEXAS §
§
COUNTY OF Williamson §

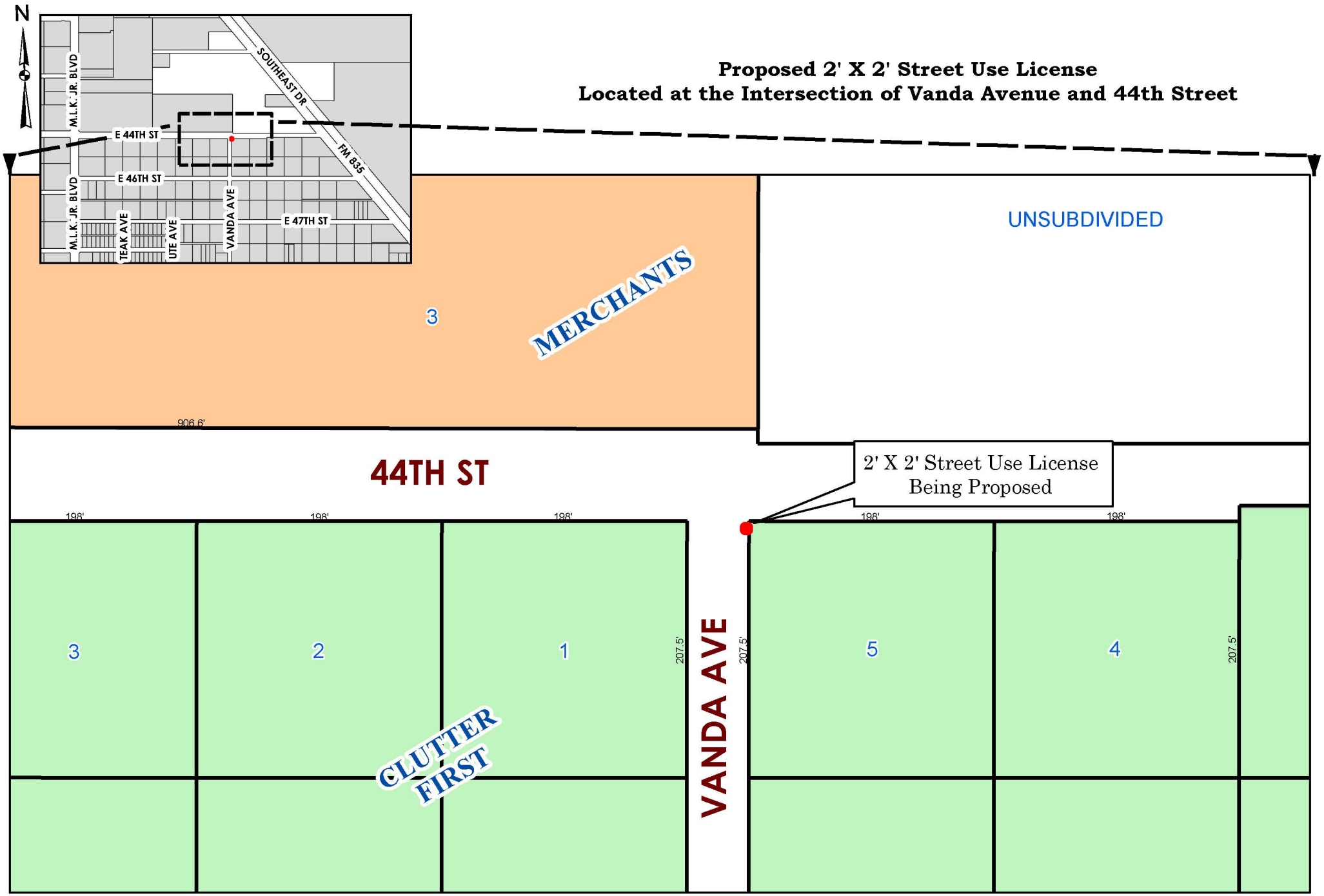
BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared Louis S. Hopson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and as act and deed of aforesaid PERMITTEE.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of August, _____.

JANET ALLEN
My Notary ID # 10608103
Expires September 12, 2024

Janet Allen
_____
Notary Public in and for the State of Texas

My Commission Expires: Sept. 12, 2024



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.

Jon Niermann, *Chairman*
Emily Lindley, *Commissioner*
Bobby Janecka, *Commissioner*
Toby Baker, *Executive Director*

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

June 9, 2021

Beren Gomez, Right of Way Agent
City of Lubbock
1314 Avenue K
Lubbock, TX 79401

Via e-mail: bgomez@mylubbock.us

Re: Street Use License / Monitor Well Permit in Vicinity of Leaking Petroleum Storage Tank (LPST)# 93997, 4201 Martin L. King Blvd, Lubbock TX 79404.

Dear Ms. Gomez:

I am an attorney with the Texas Commission on Environmental Quality. I work with the TCEQ Remediation Division on sites which require environmental cleanup.

I am writing concerning a street-use license renewal in relation to Leaking Petroleum Storage Tank #93997. In the past, the site was being worked in the Petroleum Storage Tank Reimbursement Program (in which private parties could receive reimbursements from the State of Texas Petroleum Storage Tank Remediation Account for conducting certain environmental cleanup actions); however, that Program ended. The site is now being addressed directly (in what we call the State Lead Program) by TCEQ contractor Daniel B. Stephens & Associates, Inc., a Geo-Logic Company.

Insofar as the State of Texas is now taking the lead on the remediation, I would like to respectfully request that the $250 application fee and the renewal fee of $500 every five years be waived as to State contractors working on behalf of the TCEQ in the particular circumstance of Leaking Petroleum Storage Tank (LPST) site investigations and cleanups.

Even though I agree there is nothing unreasonable about the City of Lubbock charging this type of fee, the issue for TCEQ is that we have legal requirements and statutory authorizations concerning how public funds are spent. Texas Water Code 26.014 provides TCEQ with a general right of access, while other sections describe what the Petroleum Storage Tank Remediation account funds may be used for.

It is the normal process for this office to request municipalities and counties to waive fees associated with State-performed (not private party-performed) groundwater monitoring access, and we have received such waivers in the past. In those situations, reference to TWC 26.014 was sufficient to achieve this.

Please let me know when might be a good time to discuss this if necessary. You may e-mail me at cullen.mcmorrow@tceq.texas.gov. Also, if there is an appropriate legal contact at the City, please feel free to forward this request to them.

Sincerely,

Cullen McMorrow

cc: Olusola Ayilara, TCEQ Project Manager, via e-mail: Olusola.Ayilara@tceq.texas.gov

Regular City Council Meeting **7. 9.**

Meeting Date: 09/28/2021

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a Street Use License/City Public Grounds Monitor Well Permit, with the Air Force Civil Engineering Center, for installation and maintenance of two groundwater monitoring wells, for collecting water samples near the former Reese Air Force Base.

Item Summary

This monitoring well permit will allow the Air Force Civil Engineering Center (AFCEC), and their contractor, Architecture, Engineering, Construction, Operations, and Management (AECOM), to install and maintain 2 groundwater monitoring wells for collecting water samples in the right-of-way, near the former Reese Air Force Base, west of the City of Lubbock.

The term of this Street Use License/Groundwater Monitor Well Permit shall be for 5 years, and shall be automatically extended for successive 5-year terms, not to exceed 20 years. Upon completion of the testing, AFCEC, or its appointed contractor, has agreed to restore, at its cost and expense, the portion of the right-of-way utilized in this procedure, to a condition which is equal to its existing condition. Staff recommends waiving the fees for the monitoring wells.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution - 2 Monitor Well Permits, AFCEC

Street Use License/Monitor Well Permits, AFCEC

Exhibit A - 2 Monitor Well Permits, AFCEC

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 and/or City Public Grounds Monitor Well Permit by and between the City of Lubbock and the Air Force Civil Engineering Center (AFCEC), and all 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:

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

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

Res.St Use Lic-Monitor Well Permit (5)-AFCEC
9.10.21

STREET USE LICENSE AND/OR CITY
PUBLIC GROUNDS MONITOR WELL PERMIT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

This indenture made this _____ day of _____, 2021, being the date of this Agreement between the **CITY OF LUBBOCK, TEXAS,** a Home Rule Municipal Corporation, and the **AIR FORCE CIVIL ENGINEERING CENTER,** hereinafter called "PERMITTEE."

WITNESSETH:

Subject to the terms, conditions and provisions herein, the CITY OF LUBBOCK does hereby grant to the PERMITTEE, the right, privilege and license to use portions of dedicated streets and/or alleys and/or City public grounds for groundwater monitoring wells, as described in Exhibit "A" attached hereto.

The term of this grant 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 original or any subsequent 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 permit with or without cause upon thirty (30) days prior written notice to the PERMITTEE. Said notice shall be deemed properly serviced if deposited in the post office, postage paid, addressed to PERMITTEE at the last known address of PERMITTEE.

Upon expiration or cancellation and revocation of this permit by the CITY OF LUBBOCK or the abandonment of the permit by the PERMITTEE, the improvements that are permitted under this permit shall be removed by the PERMITTEE and the property shall be restored to its original condition at no cost or expense to the CITY OF LUBBOCK. In the event PERMITTEE 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 PERMITTEE for which PERMITTEE shall be liable.

1. PERMITTEE shall pay to the CITY OF LUBBOCK as compensation for such grant the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, for the first five (5) year non-refundable term of this permit, 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. 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 PERMITTEE of any change in rates in writing 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 PERMITTEE agrees to pay all costs arising out of the exercise of this permit herein granted including, but not limited to the replacement and repairing of paving, sidewalks and utilities of any nature occasioned by the construction as authorized by this permit. PERMITTEE must utilize all necessary construction barricades, warning signs and traffic control devices, in accordance with the Texas Manual on Uniform Traffic Control Devices (T.M.U.T.C.D.), when drilling the monitor well, inspecting the monitor well or testing of water samples and removal of the monitor well. All drilling fluids and cuttings are to be emptied at Texas Water Commission approved sites and not be emptied onto City streets, alleys, or City owned property.

3. In the event the CITY OF LUBBOCK determines that the existence of such use 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, the PERMITTEE 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 PERMITTEE'S use herein. All work is to be done in compliance with local, State and Federal laws and regulations.

4. This permit is not transferable by the PERMITTEE without first receiving the written consent of the City Manager of the CITY OF LUBBOCK.

5. This permit is made subject to the condition that should the PERMITTEE exercise any right under the permit herein granted 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 PERMITTEE, its successors and assigns will at all times 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, suits at law or in equity of whatsoever kind or nature which may grow out of or be related to the making of this permit or the construction or maintenance and use permitted herein. Permittee is responsible and liable for any and all contamination done to the water table if such occurs during the drilling, monitoring or filling of the well. The CITY OF LUBBOCK, at its option, may require an agreement with any contractors hired by the PERMITTEE 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 any amount and in a form satisfactory to the said CITY OF LUBBOCK, guaranteeing the faithful performance of all the terms, covenants and conditions 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 the PERMITTEE prior to incurring any costs or expenses or the payment of any such claims or demands in order to give the PERMITTEE, a reasonable opportunity to settle or adjust the same.

6. If the street or alley area is ever widened and the well is found to be located in the portion to be widened and must be relocated, Permittee must fill the old well and drill a new well at Permittee's sole expense. This new well, if required by the Texas Water Commission, could be located on City owned property and permittee will be reasonable for additional licensing costs.

7. After completion, the well shall be permanently filled and capped to the requirements of the City, the Underground Water Conservation District, the TCEQ or other applicable specifications. In general, the finished surface shall be left in a condition at least as good as that which existed prior to the drilling operations.

8. PERMITTEE agrees and is required to furnish a policy of public liability and property damage insurance within limits as follows:

Commercial General Liability Insurance

Amount – Bodily Injury	$500,000 each occurrence
Property Damage	$100,000 each occurrence and

OR

Commercial General Liability Insurance

Amount	$600,000 combined single Limit each occurrence and in the aggregate

Solely at Permittee's expense, Permittee shall do one of the following things:

(1) Permittee may furnish a separate insurance policy showing the City of Lubbock as named insured; or

(2) Permittee may furnish an insurance certificate showing the City of Lubbock as an additional named insured by endorsement on Permittee's insurance policy.

9. All of the covenants and provisions of this permit 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 PERMITTEE, its successors and 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).

10. PERMITTEE, by its 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 PERMITTEE waives any and all claims in and to the public

way PERMITTEE is permitted to use hereby and agrees to give peaceful possession of said property covered herein upon termination or cancellation of this permit.

11. 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.

Written notices required hereunder shall be mailed to the City of Lubbock, addressed to the City Manager, P.O. Box 2000, Lubbock, Texas 79457. Written notices required hereunder should be mailed to the PERMITTEE, **Air Force Civil Engineering Center, 2261 Hughes Avenue, Suite 155, JBSA Lackland, Texas 78236-9853.**

AGREED TO AND ACCEPTED this _____ day of _____, ____.

CITY OF LUBBOCK

_____
Daniel M. Pope, Mayor

PERMITTEE:
Air Force Civil Engineering Center

BY: Paul Carroll

PRINT: Paul Carroll

TITLE: Program Manager

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

Licenses.Street Use-Monitor Well Permit (5)-AFCEC
9.10.21

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 **Daniel M. Pope,** Mayor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of the CITY OF LUBBOCK and as MAYOR, for the purposes and consideration therein expressed and in the capacity therein stated.

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

_____
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, Texas, on this day personally appeared Paul Carroll, 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 as act and deed of aforesaid PERMITTEE.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of September, 2021.

Belen Gomez
Notary Public in and for the State of Texas

BELEN GOMEZ
Notary Public, State of Texas
Notary ID# 12628478-7
My Commission Expires 10-13-2023

My Commission Expires: 10-13-2023

DEPARTMENT OF THE AIR FORCE
AIR FORCE CIVIL ENGINEER CENTER
JOINT BASE SAN ANTONIO LACKLAND TEXAS

30 March 2021

AFCEC/CIBC
2261 Hughes Avenue Suite 155
JBSA Lackland, Texas 78236-9853

City of Lubbock Engineering Department
c/o Right of Way Agent Mr. Jared Smith
City of Lubbock
P.O. Box 2000
Lubbock, Texas 79457

SUBJECT: Request for Right of Way Application and Usage Fees to be Waived for Federal Government Entity

To whom it may concern:

The Air Force is conducting an environmental investigation in the vicinity of the former Reese Air Force Base (AFB) west of Lubbock. Part of this investigation is the installation of groundwater monitoring wells for collection of water samples. Several of the desired well locations are along public highway rights-of way (ROWs) within the City of Lubbock. The Air Force is submitting the documents necessary to obtain permission to drill monitoring wells in the ROWs. The Air Force's contractor AECOM from Austin, TX is assisting with the documents.

We understand the City charges application and possibly other fees for the use of the ROW. The Air Force is providing this letter to request that these fees be waived for a U.S. Government entity.

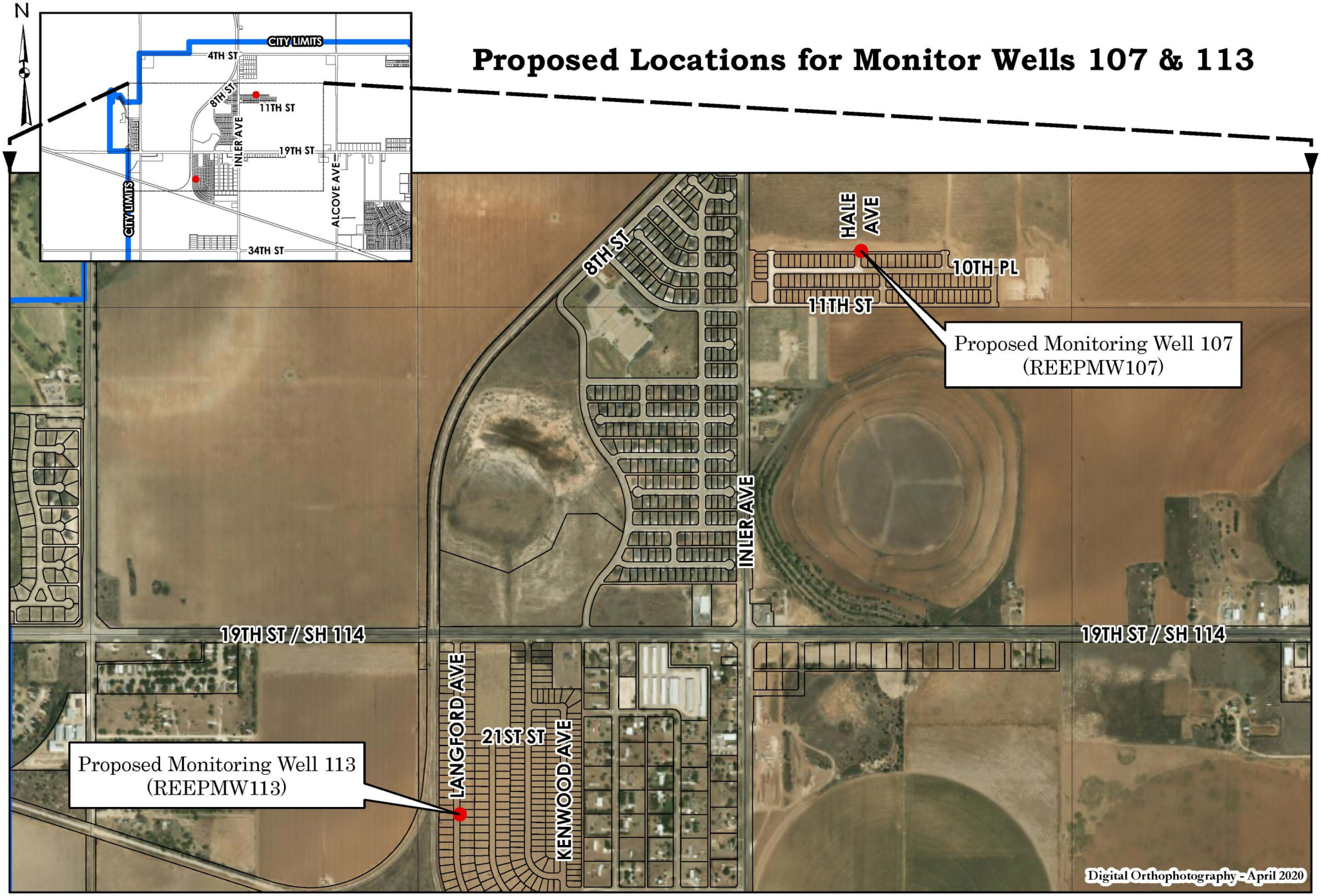
Please feel free to contact me at (806) 885-5010 or paul.carroll.1@us.af.mil to discuss this project. The well installation work is currently scheduled to begin in spring 2021.

Sincerely,

PAUL F. CARROLL, GS-13
BRAC Environmental Coordinator
Former Reese AFB

cc: Ms. Elspeth Sharp – AECOM
Mr. Drew Corson – AECOM

Proposed Locations for Monitor Wells 107 & 113



Feet

0 500 1,000 2,000 3,000

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. 10.**

Meeting Date: 09/28/2021

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to accept, on behalf of the City of Lubbock, three Street and Public Use Dedication Deeds out of Sections 30 and 34, Block AK, Lubbock County, Texas, to be utilized for the Upland Avenue Roadway Expansion Project.

Item Summary

With the widening of Upland Avenue from 66th Street to 114th Street, the following street dedications will allow for the construction of the proposed arterial. The parcels of land are located in Sections 30 and 31, Block AK, Lubbock County, Texas. The total consideration of $20,712, as valued in Appraisal Reports, is subject to final approval by the City Council and approval of title.

Parcel	Owner	Acres	Cost
Parcel 76	Harvest Church Lubbock, Inc.	0.003	$1,697
Parcel 114	Harvest Church Lubbock, Inc.	0.052	$18,280
Parcel 120	Lubbock KKB Property Development, LLC	0.008	$735
TOTAL		0.063	$20,712

Fiscal Impact

The total cost of this acquisition is $20,712, 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 30 and 34 Block AK - Upland Avenue

10109_Parcel_76 (L)_-_Street_and_Public_Use_Dedication_-_Section_34_Block_AK_-Upland_Ave (3)

Parcel 114 - Dedication Deed - Section 30 Block AK - Upland Avenue

10109_Parcel_120 (L)_-_Street_and_Public_Use_Dedication_-_Section_30_Block_AK_-_Upland_Ave (1)

Location Map

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 three Street and Public Use Dedication Deeds in connection with certain real property located in Sections 30 and 34, Block AK, Lubbock County, Texas, to be utilized for the Upland Avenue Roadway Project, and all related documents. Said Dedication Deeds are attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council 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

RES.3 Dedication Deeds-Section 30 & 34, Block AK
9.10.21

STREET AND PUBLIC USE DEDICATION DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

THAT **HARVEST CHURCH LUBBOCK, INC., a Texas non-profit 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 27 day of August, 2021.

HARVEST CHURCH LUBBOCK, INC.

By: Bracken K. Christen, 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 Bracken K. Christen, 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 HARVEST CHURCH LUBBOCK, INC., a Texas non-profit corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of August, 2021.

DENAE YOUNG
Notary Public, State of Texas
Notary ID# 12883046-1
My Commission Expires 12-21-2023

Notary Public in and for the State of Texas

My Commission Expires: 12-21-2023

THE STATE OF TEXAS §

THE COUNTY OF LUBBOCK §

That LUBBOCK NATIONAL BANK duly organized and existing under the laws of the State of Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) paid in cash, and for other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, being a lien holder on the property described herein, does hereby consent and agree to the foregoing Dedication and does hereby subordinate its rights in the above described property to the above dedication, as shown on the attached plat.

IN WITNESS WHEREOF, the said LUBBOCK NATIONAL BANK has caused these presents to be signed by its duly authorized officer at Lubbock, Lubbock County, Texas, on August 27, 2021.

LUBBOCK NATIONAL BANK

By: _____

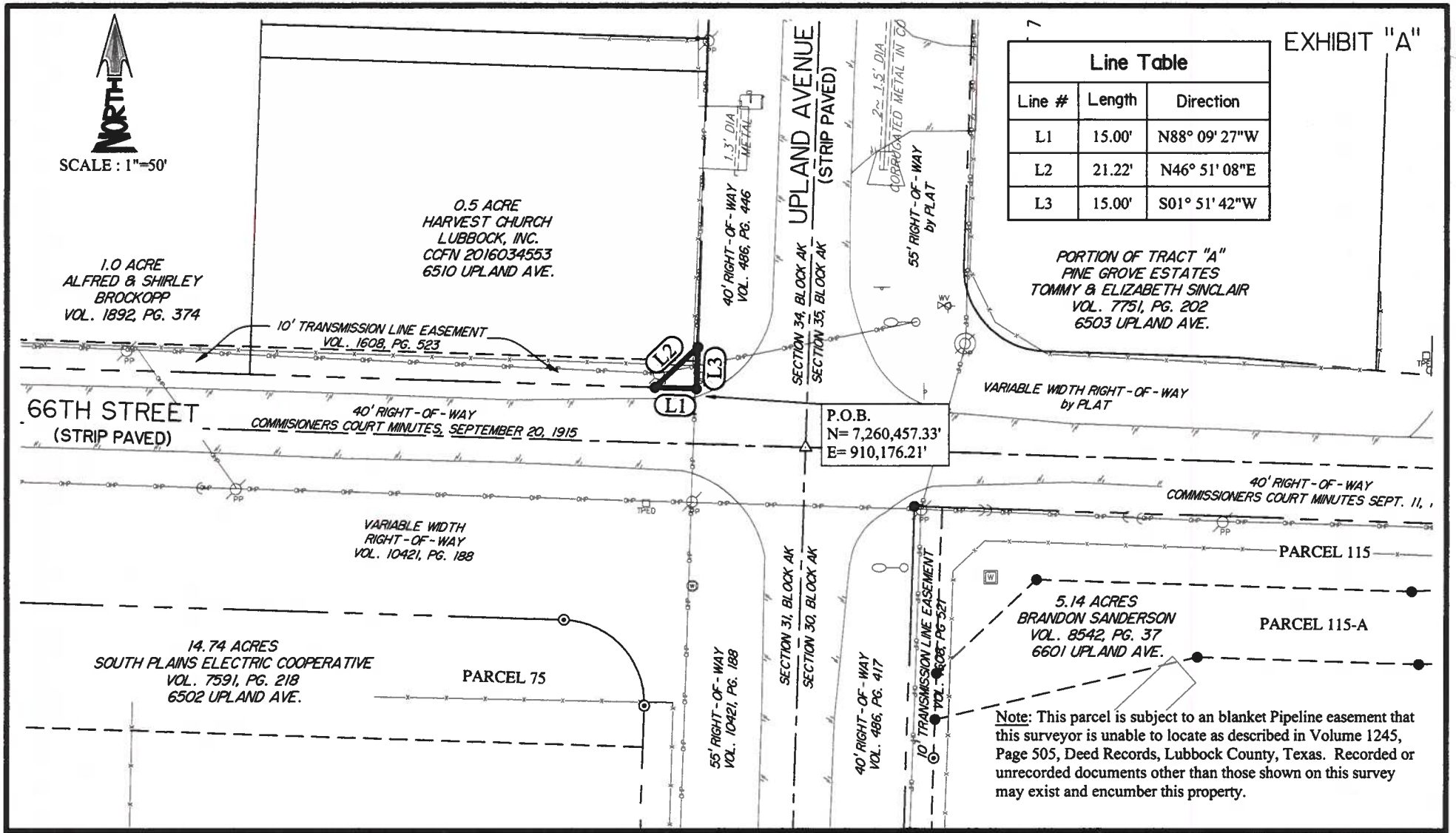
Printed Name: Paul Dannevik

This instrument was acknowledged before me on August 27, 2021, by Paul Dannevik, as SVP of Lubbock National and in the capacity therein stated.

DENAE YOUNG
Notary Public, State of Texas
Notary ID# 12883046-1
My Commission Expires 12-21-2023

Denae Young
Notary Public, State of Texas

EXHIBIT "A"



Line Table		
Line #	Length	Direction
L1	15.00'	N88° 09' 27"W
L2	21.22'	N46° 51' 08"E
L3	15.00'	S01° 51' 42"W

Note: This parcel is subject to an blanket Pipeline easement that this surveyor is unable to locate as described in Volume 1245, Page 505, Deed Records, Lubbock County, Texas. 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 76 - Permanent Easement
PERIMETER SURVEY OF A
0.003 ACRE PARCEL LOCATED IN
SECTION 34, 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 12, 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

Copyright 2020, Hugo Reed and Associates, Inc.

LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- ● - SET 1/2" ROD w/CAP
- ⊙ - FD. 1/2" ROD w/CAP

P.O.B.- POINT OF BEGINNING
CCFN- COUNTY CLERK FILE NUMBER, LUBBOCK COUNTY, TEXAS

DESCRIPTION FOR PARCEL 76

METES AND BOUNDS DESCRIPTION of a 0.003 acre (112 sq. ft.) parcel located in Section 34, Block AK, Lubbock County, Texas, being a portion of 0.5 acre described in County Clerk File Number (CCFN) 2016034553, Official Public Records, Lubbock County, Texas (OPRLCT), being further described as follows:

BEGINNING at a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set (N=7,260,457.33', E=910,176.21') in the West line of a 40.00 foot Right-of-Way described in Volume 486, Page 446, Deed Records, Lubbock County, Texas, and in the North line of a 20.00 foot Right-of-Way described in Commissioner's Court Minutes, September 20, 1915, which bears N. 88° 09' 27" W. a distance of 40.00 feet and N. 01° 51' 42" E. a distance of 20.00 feet from a railroad spike found at the Southeast corner of said Section 34, Block AK, for the Southeast corner of this parcel;

THENCE N. 88° 09' 27" W. along said North line of said 20.00 foot Right-of-Way, parallel with and 20.00 feet from the South line of said Section 34, Block AK, a distance of 15.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set for the Southwest corner of this parcel;

THENCE N. 46° 51' 08" E. a distance of 21.22 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set in said West line of said 40.00 foot Right-of-Way for the Northernmost corner of this parcel;

THENCE S. 01° 51' 42" W. along the said West line of said 40.00 foot Right-of-Way a distance of 15.00 feet to the Point of Beginning. Containing 0.003 acre (113 sq. ft.) of land, more or less.

UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET

Parcel 76 - Permanent Easement
PERIMETER SURVEY OF A
0.003 ACRE PARCEL LOCATED IN
SECTION 34, 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 12, 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

Copyright 2020, Hugo Reed and Associates, Inc.

WAIVER VALUATION MEMORANDUM

To: John Allen, PE, RPLS
Vice President Engineering Surveying, Hugo Reed and Associates, Inc.

From: Dee Hart, Lead Negotiator
President, Rusty Oak Land Services, LLC

Subject: Waiver Valuation, Parcel 76, acquisition of land owned by Harvest Church Lubbock, Inc. located in Section 34, Block AK, being a portion of a 0.5 acre tract as described in County Clerk File Number 2016034553, Lubbock County, Texas

The Uniform Relocation Assistance and Real Property Acquisitions for Federal and Federally Assisted Programs Act (Uniform Act) of 1970, as amended, (42 U.S.C. 4601, et seq.) and regulation at 49 CFR 24.102(2)(ii) provide the option to complete a waiver valuation if the valuation of the property is uncomplicated and estimates the anticipated value of the proposed acquisition to be $10,000 or less, based on a review of available data. I have determined that this acquisition meets the waiver valuation requirements.

I inspected the subject property on July 15, 2021. The total land area within the proposed acquisition is 0.003 acres (113 square feet) referenced on the attached survey/map (Exhibit "A"). I also received sales information from the assigned project appraiser.

With the information gathered from the project appraiser, I have determined there is no significant difference in the market value among comparable properties. The analysis and investigation I conducted on the acquisition confirms the value of the subject property is $10,000 or less.

The land value based on the attached market evidence is $4.42 per square foot for a total estimated value of $499.46, rounded to $500.00 plus $1,197.00 for fence relocation costs to cure.

My analysis is subject to the limitations that the valuation of the property for this type of acquisition is uncomplicated, non-controversial, and that there are no damages or special benefits to the remainder of the property. I hereby certify that I have no personal interest in this property.

Dee Hart, Lead Negotiator
Rusty Oak Land Services, LLC

8-27-21
Date

I agree that due to the low value and the simplicity of the appraisal problem, this action does not require the in-depth documentation and presentation necessary in a full appraisal report. I, therefore, agree with the value of $ [insert dollar amount], as the estimate of just compensation as authorized by regulation at 49 CFR 102(c) (2).

John E. Allen, PE, RPLS
Hugo Reed and Associates, Inc.

8-30-2021
Date

STREET AND PUBLIC USE DEDICATION DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

THAT **HARVEST CHURCH LUBBOCK, INC., a Texas non-profit 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 27th day of August, 2021.

HARVEST CHURCH LUBBOCK, INC.

By: Bracken K. Christen, 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 Bracken K. Christen, 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 HARVEST CHURCH LUBBOCK, INC., a Texas non-profit corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of August, 2021.

DENAE YOUNG
Notary Public, State of Texas
Notary ID# 12883046-1
My Commission Expires 12-21-2023

Notary Public in and for the State of Texas

My Commission Expires: 12-21-2023

THE STATE OF TEXAS §

THE COUNTY OF LUBBOCK §

That LUBBOCK NATIONAL BANK duly organized and existing under the laws of the State of Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) paid in cash, and for other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, being a lien holder on the property described herein, does hereby consent and agree to the foregoing Dedication and does hereby subordinate its rights in the above described property to the above dedication, as shown on the attached plat.

IN WITNESS WHEREOF, the said LUBBOCK NATIONAL BANK has caused these presents to be signed by its duly authorized officer at Lubbock, Lubbock County, Texas, on August 27th, 2021.

LUBBOCK NATIONAL BANK

By: _____

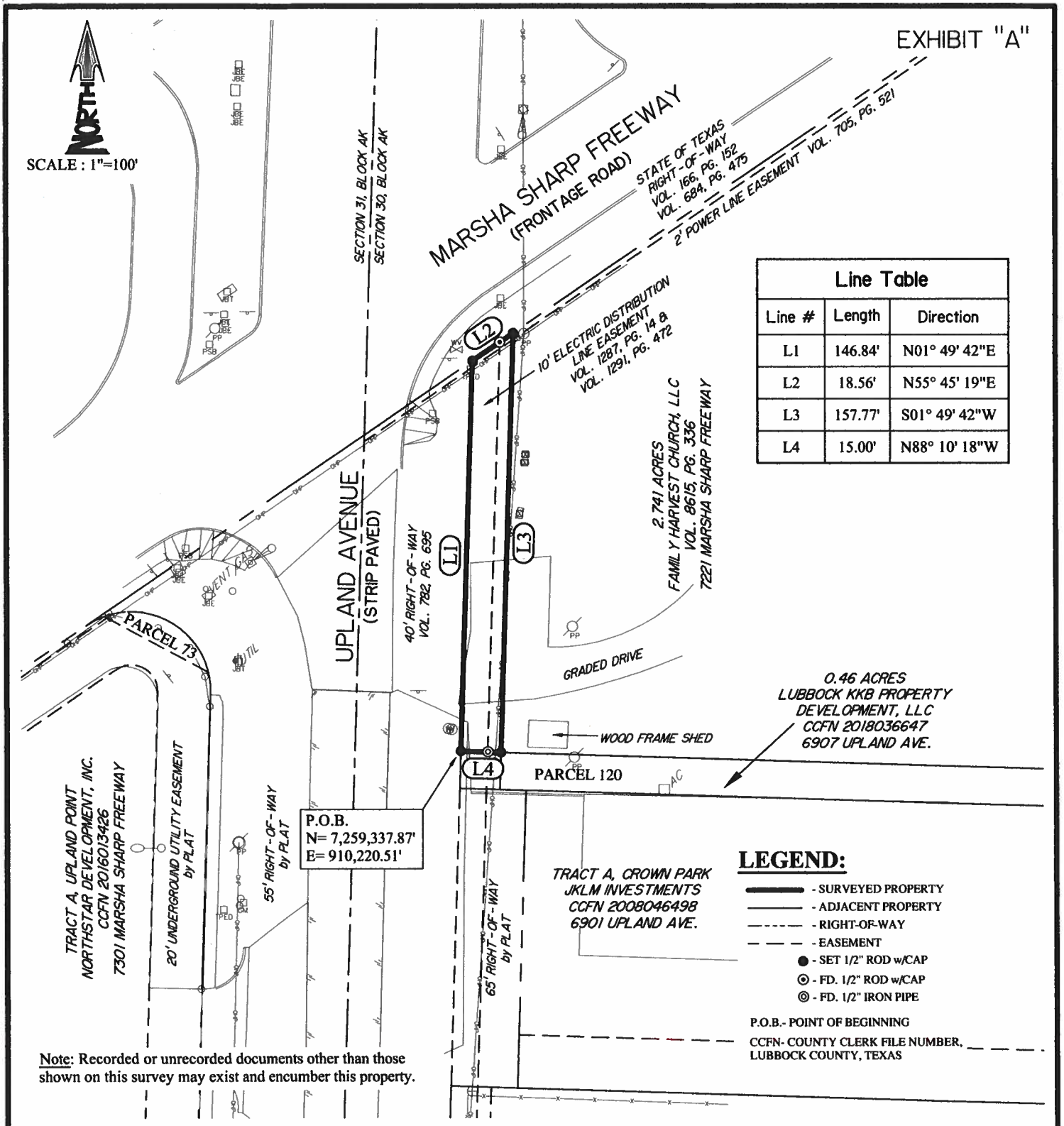
Printed Name: Paul Dannevik

This instrument was acknowledged before me on August 27th, 2021, by Paul Dannevik, as SVP of Lubbock National, and in the capacity therein stated.

DENAE YOUNG
Notary Public, State of Texas
Notary ID# 12883046-1
My Commission Expires 12-21-2023

_____
Notary Public, State of Texas

EXHIBIT "A"



Line Table		
Line #	Length	Direction
L1	146.84'	N01° 49' 42"E
L2	18.56'	N55° 45' 19"E
L3	157.77'	S01° 49' 42"W
L4	15.00'	N88° 10' 18"W

LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- SET 1/2" ROD w/CAP
- FD. 1/2" ROD w/CAP
- FD. 1/2" IRON PIPE

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 114 - Permanent Easement
PERIMETER SURVEY OF A
0.052 ACRE PARCEL LOCATED IN
SECTION 30, 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.
September 9, 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 114

METES AND BOUNDS DESCRIPTION of a 0.052 acre parcel located in Section 30, Block AK, Lubbock County, Texas, being the East 15.00 feet of the West 55.00 feet of a 2.741 acre tract described in Volume 8615, Page 336, Official Public Records, Lubbock County, Texas (OPRLCT), being further described as follows:

BEGINNING at a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" (N=7,259,337.87, E=910,220.51') set in the South line of said 2.741 acre tract and in the North line of a 0.46 acre tract described in County Clerk File Number 2018036647, OPRLCT, and in the East line of a 40.00 foot Right-of-Way described in Volume 782, Page 695, Deed Records, Lubbock County, Texas (DRLCT), which bears S. 01°49'42" W. a distance of 1097.45 feet and S. 88°10'18" E. a distance of 40.00 feet from a railroad spike found at the Northwest corner of said Section 30, Block AK, for the Southwest corner of this parcel;

THENCE N. 01°49'42" E. along said East line of said 40.00 foot Right-of-Way a distance of 146.84 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set in the Northerly line of said 2.741 acre tract and in the Southerly line of Marsha Sharp Freeway being a 230.00 foot State of Texas Right-of-Way described in Volume 684, Page 475, DRLCT, for the Northwest corner of this parcel;

THENCE N. 55°45'19" E. along the common line of said 2.741 acre tract and said Marsha Sharp Freeway, at 12.37 feet pass a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" found, continuing for a total distance of 18.56 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set for the Northeast corner of this parcel;

THENCE S. 01°49'42" W. parallel with and 55.00 feet from the West line of said Section 30, Block AK, a distance of 157.77 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set in said South line of said 2.741 acre tract and in said North line of said 0.46 acre tract, for the Southeast corner of this parcel;

THENCE N. 88°10'18" W. along the common line of said 2.741 and said 0.46 acre tract, at 5.00 feet pass a 1/2" iron pipe found, continuing for a total distance of 15.00 feet to the Point of Beginning. Containing 0.052 acre (2285 sq. ft.) of land, more or less.

UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET

Parcel 114 - Permanent Easement
PERIMETER SURVEY OF A
0.052 ACRE PARCEL LOCATED IN
SECTION 30, 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.
September 9, 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

Copyright 2020, Hugo Reed and Associates, Inc.

STREET AND PUBLIC USE DEDICATION DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

THAT **LUBBOCK KKB PROPERTY DEVELOPMENT, LLC, a Texas limited liability company**, 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 25th day of August, 2021.

LUBBOCK KKB PROPERTY DEVELOPMENT, LLC

By: Kevin Reed, Member

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 Kevin Reed, Member, 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 LUBBOCK KKB PROPERTY DEVELOPMENT, LLC, a Texas limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of August, 2021.

LETICIA SANCHEZ
Notary Public, State of Texas
Notary ID# 1113436-4
My Commission Expires 10-13-2021

Notary Public in and for the State of Texas

My Commission Expires: 10-13-2021

THE STATE OF TEXAS §

THE COUNTY OF LUBBOCK §

That PlainsCapital Bank duly organized and existing under the laws of the State of Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) paid in cash, and for other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, being a lien holder on the property described herein, does hereby consent and agree to the foregoing Dedication and does hereby subordinate its rights in the above described property to the above dedication, as shown on the attached plat.

IN WITNESS WHEREOF, the said David Quintanilla has caused these presents to be signed by its duly authorized officer at Lubbock, Lubbock County, Texas, on August 25, 2021.

PlainsCapital Bank

By: _____

Printed Name: Executive Vice President

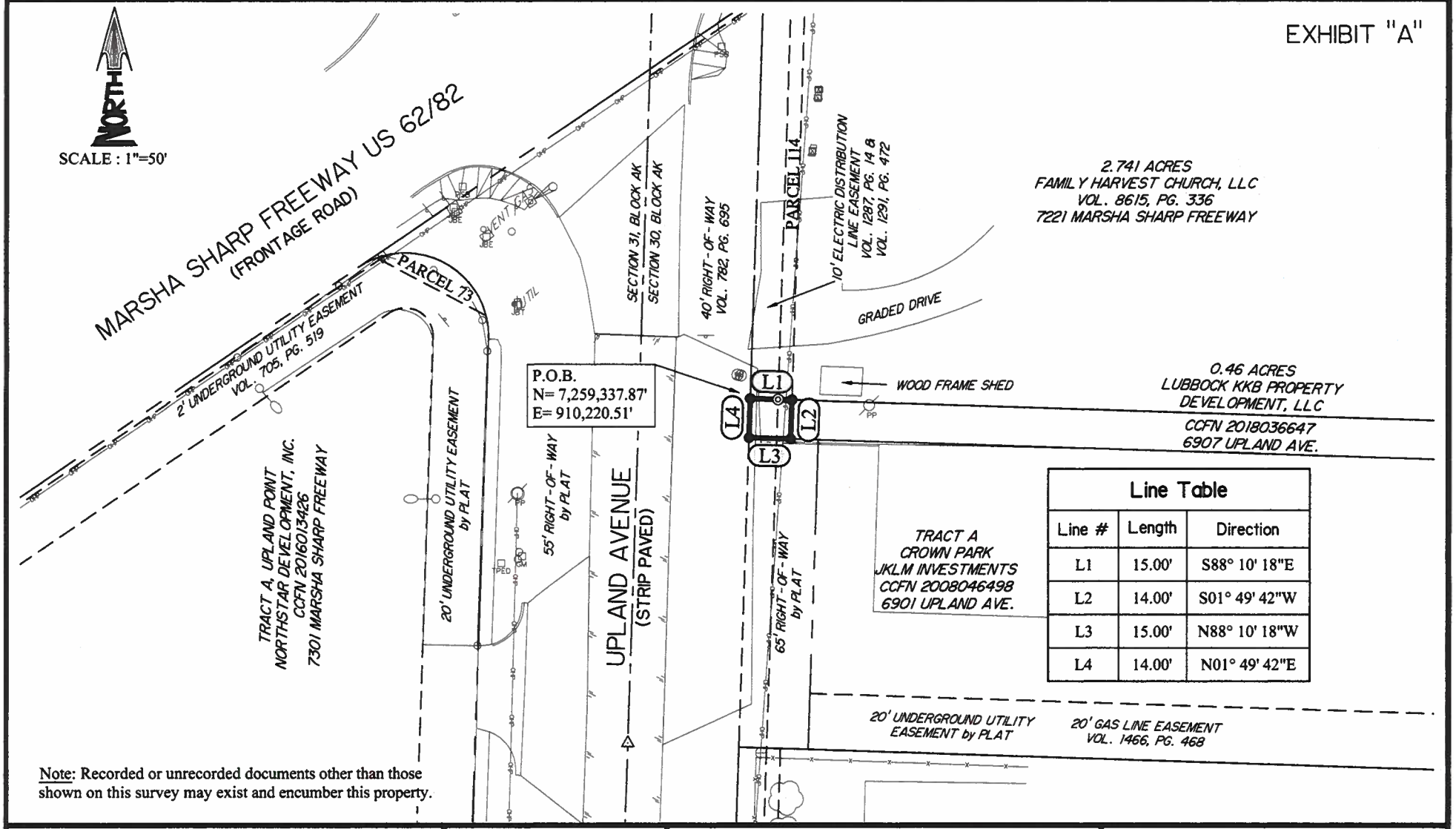
This instrument was acknowledged before me on August 25, 2021, by David Quintanilla, as Executive Vice President of PlainsCapital Bank, and in the capacity therein stated.

LETICIA SANCHEZ
Notary Public, State of Texas
Notary ID# 1113436-4
My Commission Expires 10-13-2021

Leticia Sanchez

Notary Public, State of Texas

EXHIBIT "A"



Line Table		
Line #	Length	Direction
L1	15.00'	S88° 10' 18"E
L2	14.00'	S01° 49' 42"W
L3	15.00'	N88° 10' 18"W
L4	14.00'	N01° 49' 42"E

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 120 - Permanent Easement
PERIMETER SURVEY OF A
0.005 ACRE PARCEL LOCATED IN
SECTION 30, 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.
September 9, 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

Copyright 2020, Hugo Reed and Associates, Inc.

LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- SET 1/2" ROD w/CAP
- FD 1/2" IRON PIPE
- FD RAILROAD SPIKE

P.O.B.- POINT OF BEGINNING

CCFN- COUNTY CLERK FILE NUMBER, LUBBOCK COUNTY, TEXAS

DESCRIPTION FOR PARCEL 120

METES AND BOUNDS DESCRIPTION of a 0.008 acre parcel located in Section 30, Block AK, Lubbock County, Texas, being the East 15.00 feet of the West 55.00 feet of a 0.46 acre tract described in County Clerk File Number (CCFN) 2018036647, Official Property Records, Lubbock County, Texas (OPRLCT), being further described as follows:

BEGINNING at a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" (N=7,259,337.87', E=910,220.51') set in the most Southerly North line of said 0.46 acre tract and in the South line of a 2.741 acre tract and in the East line of a 40.00 foot Right-of-Way described in Volume 782, Page 695, Deed Records, Lubbock County, Texas, which bears S. 01°49'42" W. a distance of 1097.45 feet and S. 88°10'18" E. a distance of 40.00 feet from a railroad spike found at the Northwest corner of said Section 30, Block AK, for the Northwest corner of this parcel;

THENCE S. 88°10'18" E. along the common line of said 0.46 acre tract and the South line of said 2.741 acre tract, at 10.00 feet pass a 1/2" iron pipe found, continuing for a total distance of 15.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED ASSOC" set for the Northeast corner of this parcel;

THENCE S. 01°49'42" W. parallel with and 55.00 feet from the West line of said Section 30, Block AK, a distance of 14.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set in the South line of said 0.46 acre tract and in the North line of a 65.00 foot Right-of-Way described in Tract A, Crown Park, an addition to the City of Lubbock, according to the map, plat and/or dedication deed thereof recorded in CCFN 2008041871, OPRLCT, for the Southeast corner of this parcel;

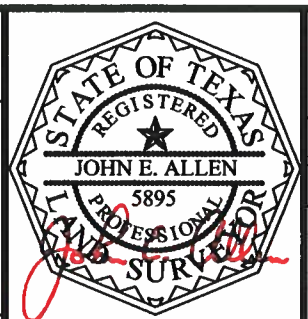
THENCE N. 88°10'18" W. along the common line of said 0.46 acre tract and the said North line of said 65.00 foot Right-of-Way a distance of 15.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set in the said East line of a 40.00 foot Right-of-Way, for the Southwest corner of this parcel;

THENCE N. 01°49'42" E. along the East line of said 40.00 foot Right-of-Way a distance of 14.00 feet to the Point of Beginning. Containing 0.005 acre (210 sq. ft.) of land, more or less.

UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET

Parcel 120 - Permanent Easement
PERIMETER SURVEY OF A
0.005 ACRE PARCEL LOCATED IN
SECTION 30, BLOCK AK
LUBBOCK COUNTY, TEXAS

John E. Allen, Registered Professional Land Surveyor No.5895
State of Texas



Surveyed on the ground.
September 9, 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

Copyright 2020, Hugo Reed and Associates, Inc.

WAIVER VALUATION MEMORANDUM

To: John Allen, PE, RPLS
Vice President Engineering Surveying, Hugo Reed and Associates, Inc.

From: Dee Hart, Lead Negotiator
President, Rusty Oak Land Services, LLC

Subject: Waiver Valuation, Parcel 120, acquisition of land owned by Lubbock KKB Property Development, LLC, located in Section 30, Block AK, being a portion of a 0.46 acre tract as described in County Clerk File Number 2018036647, Lubbock County, Texas.

The Uniform Relocation Assistance and Real Property Acquisitions for Federal and Federally Assisted Programs Act (Uniform Act) of 1970, as amended, (42 U.S.C. 4601, et seq.) and regulation at 49 CFR 24.102(2)(ii) provide the option to complete a waiver valuation if the valuation of the property is uncomplicated and estimates the anticipated value of the proposed acquisition to be $10,000 or less, based on a review of available data. I have determined that this acquisition meets the waiver valuation requirements.

I inspected the subject property on July 26, 2021. The total land area within the proposed acquisition is 0.005 acres (210 square feet) referenced on the attached survey/map (Exhibit "A"). I also received sales information from the assigned project appraiser.

With the information gathered from the project appraiser, I have determined there is no significant difference in the market value among comparable properties. The analysis and investigation I conducted on the acquisition confirms the value of the subject property is $10,000 or less.

The land value based on the attached market evidence is $3.50 per square foot for a total estimated value of $735.00, rounded to $735.00 including all improvements thereon.

My analysis is subject to the limitations that the valuation of the property for this type of acquisition is uncomplicated, non-controversial, and that there are no damages or special benefits to the remainder of the property. I hereby certify that I have no personal interest in this property.

Dee Hart

Dee Hart, Lead Negotiator
RustyOak Land Services, LLC

8-25-21
Date

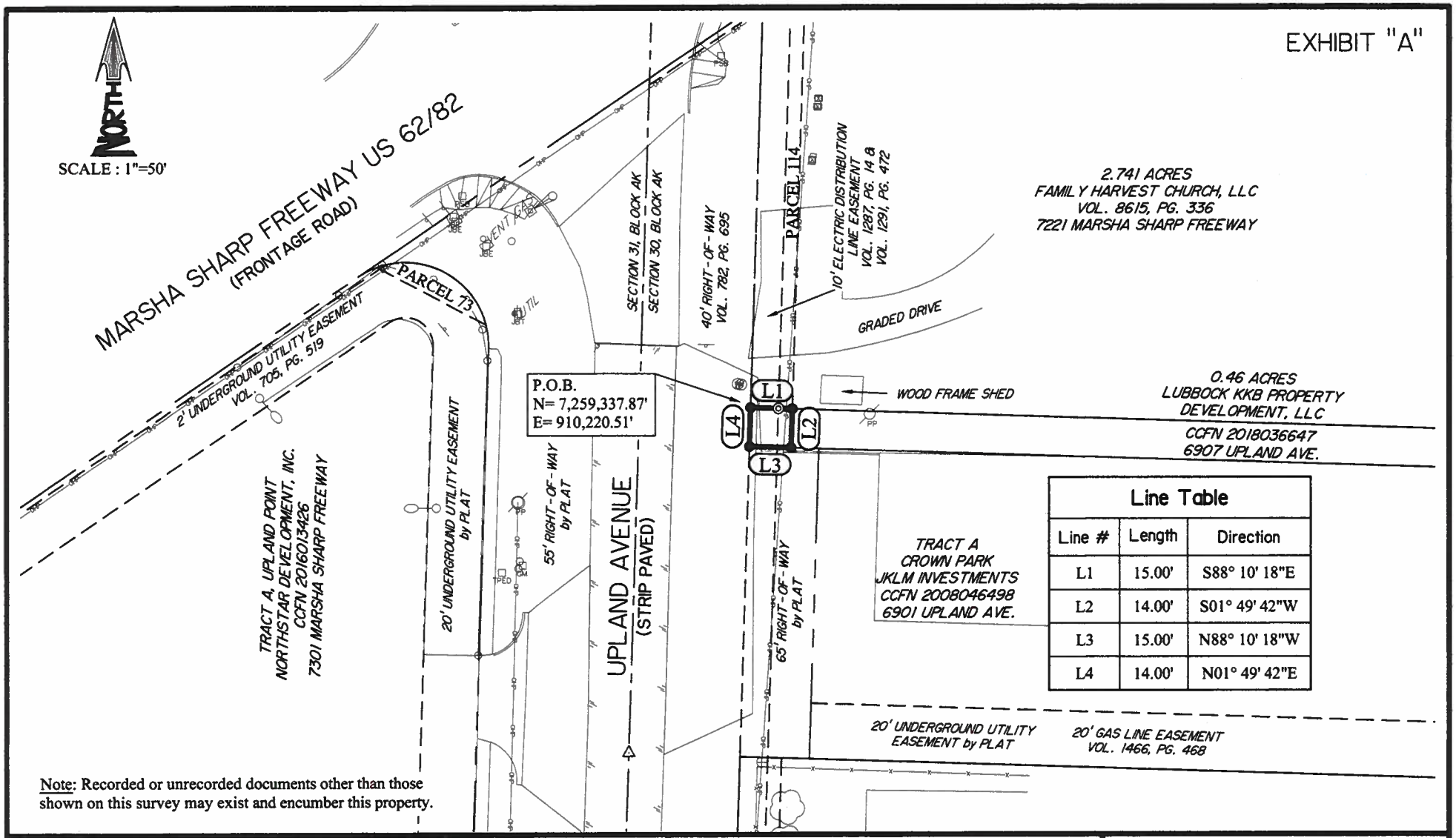
I agree that due to the low value and the simplicity of the appraisal problem, this action does not require the in-depth documentation and presentation necessary in a full appraisal report. I, therefore, agree with the value of $735.00, as the estimate of just compensation as authorized by regulation at 49 CFR 102(c) (2).

John E. Allen

John Allen, PE, RPLS
Hugo Reed and Associates, Inc.

8-25-2021
Date

EXHIBIT "A"



Line Table		
Line #	Length	Direction
L1	15.00'	S88° 10' 18"E
L2	14.00'	S01° 49' 42"W
L3	15.00'	N88° 10' 18"W
L4	14.00'	N01° 49' 42"E

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 120 - Permanent Easement
PERIMETER SURVEY OF A
0.005 ACRE PARCEL LOCATED IN
SECTION 30, 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.
September 9, 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

Copyright 2020, Hugo Reed and Associates, Inc.

LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- SET 1/2" ROD w/CAP
- FD 1/2" IRON PIPE
- FD RAILROAD SPIKE

P.O.B.- POINT OF BEGINNING

CCFN- COUNTY CLERK FILE NUMBER, LUBBOCK COUNTY, TEXAS

DESCRIPTION FOR PARCEL 120

METES AND BOUNDS DESCRIPTION of a 0.008 acre parcel located in Section 30, Block AK, Lubbock County, Texas, being the East 15.00 feet of the West 55.00 feet of a 0.46 acre tract described in County Clerk File Number (CCFN) 2018036647, Official Property Records, Lubbock County, Texas (OPRLCT), being further described as follows:

BEGINNING at a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" (N=7,259,337.87', E=910,220.51') set in the most Southerly North line of said 0.46 acre tract and in the South line of a 2.741 acre tract and in the East line of a 40.00 foot Right-of-Way described in Volume 782, Page 695, Deed Records, Lubbock County, Texas, which bears S. 01°49'42" W. a distance of 1097.45 feet and S. 88°10'18" E. a distance of 40.00 feet from a railroad spike found at the Northwest corner of said Section 30, Block AK, for the Northwest corner of this parcel;

THENCE S. 88°10'18" E. along the common line of said 0.46 acre tract and the South line of said 2.741 acre tract, at 10.00 feet pass a 1/2" iron pipe found, continuing for a total distance of 15.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED ASSOC" set for the Northeast corner of this parcel;

THENCE S. 01°49'42" W. parallel with and 55.00 feet from the West line of said Section 30, Block AK, a distance of 14.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set in the South line of said 0.46 acre tract and in the North line of a 65.00 foot Right-of-Way described in Tract A, Crown Park, an addition to the City of Lubbock, according to the map, plat and/or dedication deed thereof recorded in CCFN 2008041871, OPRLCT, for the Southeast corner of this parcel;

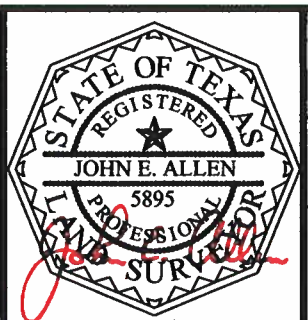
THENCE N. 88°10'18" W. along the common line of said 0.46 acre tract and the said North line of said 65.00 foot Right-of-Way a distance of 15.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set in the said East line of a 40.00 foot Right-of-Way, for the Southwest corner of this parcel;

THENCE N. 01°49'42" E. along the East line of said 40.00 foot Right-of-Way a distance of 14.00 feet to the Point of Beginning. Containing 0.005 acre (210 sq. ft.) of land, more or less.

UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET

Parcel 120 - Permanent Easement
PERIMETER SURVEY OF A
0.005 ACRE PARCEL LOCATED IN
SECTION 30, BLOCK AK
LUBBOCK COUNTY, TEXAS

John E. Allen, Registered Professional Land Surveyor No.5895
State of Texas



Surveyed on the ground.
September 9, 2020

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
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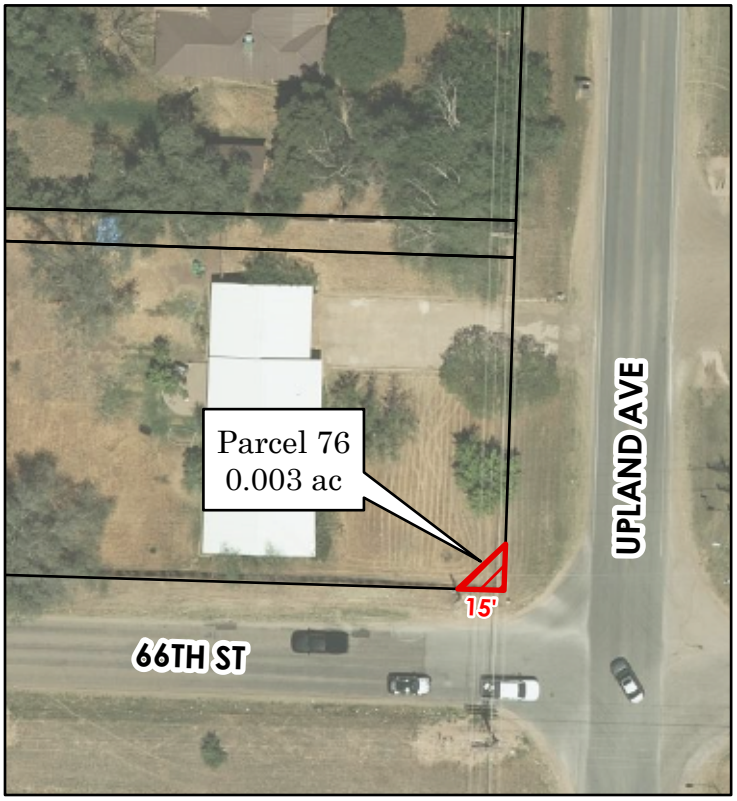
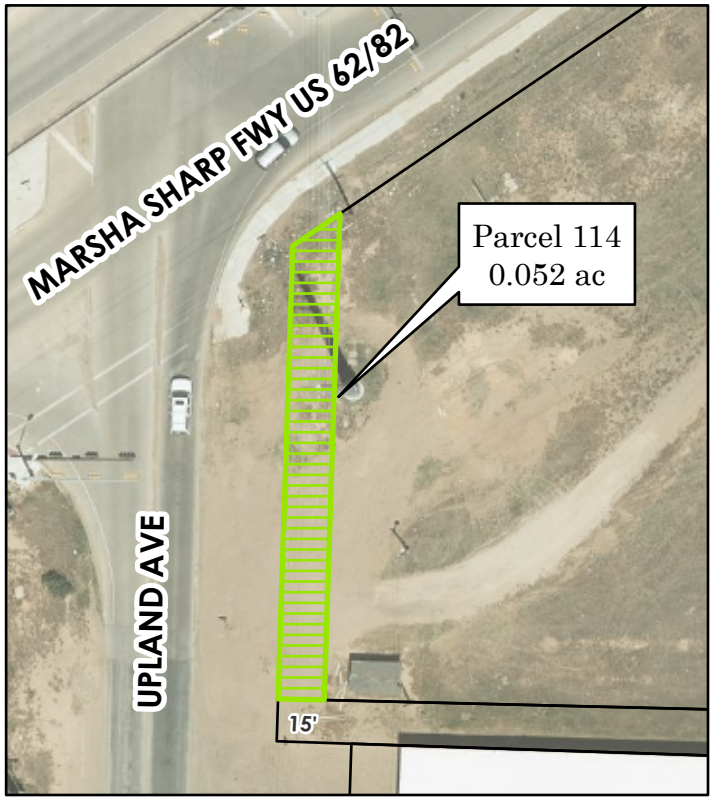
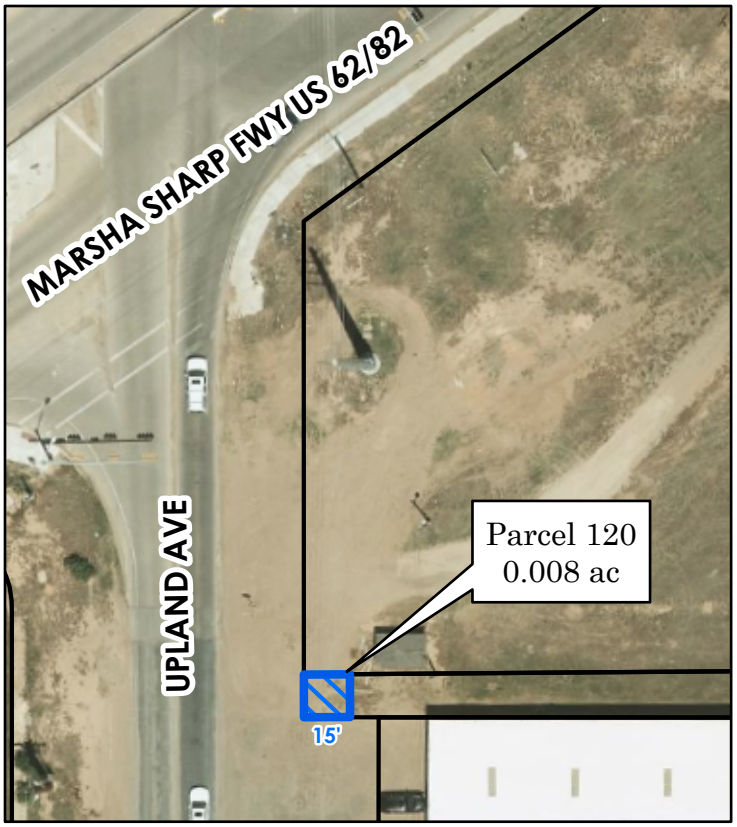
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002485

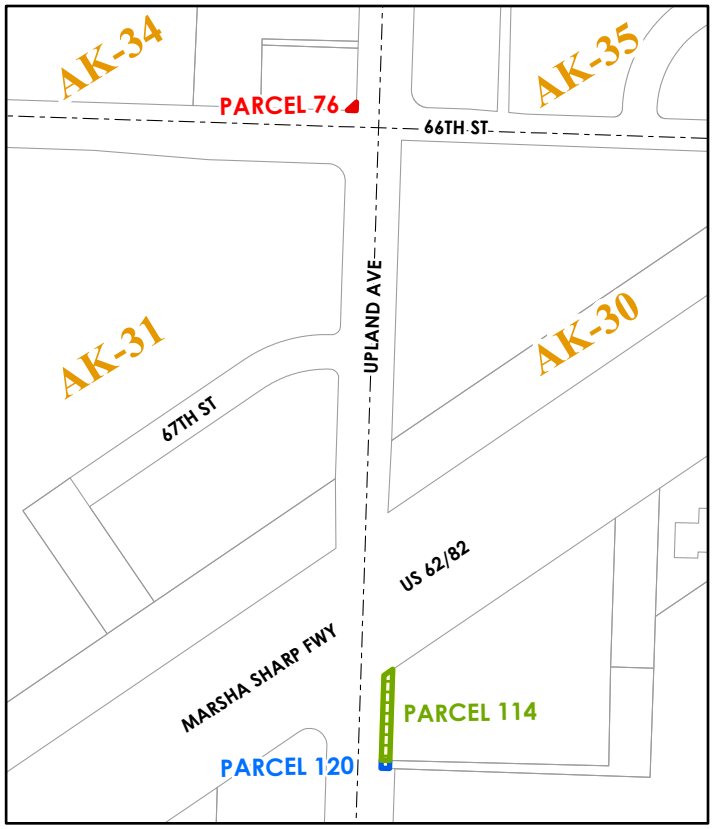
Copyright 2020, Hugo Reed and Associates, Inc.

Proposed Street and Public Use Dedication Deeds
Along Upland Ave for Parcel 76 on Unsubdivided Land in Section 34, Block AK and Parcels 114 and 120 on Unsubdivided Land in Section 30, Block AK









City of Lubbock TEXAS

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.

N

Digital Orthophotography - April 2020

City of Lubbock, TX
Capital Project
September 28, 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
ROW Acqusition Parcel 66	21,600
Agenda Item September 28, 2021	
ROW Acqusition Parcel 76	1,697
ROW Acqusition Parcel 114	18,280
ROW Acqusition Parcel 120	735
Encumbered/Expended to Date	3,693,590
Estimated Costs for Remaining Appropriation	
ROW Acquisition	800,000
Construction	1,866,721
Remaining Appropriation	2,666,721
Total Appropriation	$ 6,360,311

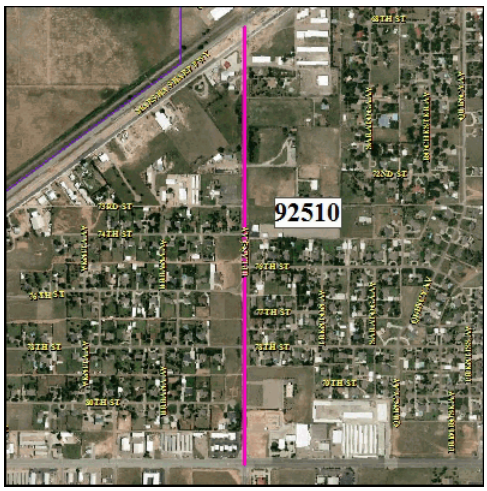
Project Name **Upland Avenue - 66th Street to 82nd Street** *Project Number* **92510**

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.

Bid Date - Design:7/4/2018
Award Date for Bid - Design:8/23/2018
Project Start Date - Design: 8/23/2018
Project End Date - Design:4/24/2023
Bid Date - Construction:10/2022
Award Date for Bid - Construction: 1/2023
Project Start Date - Construction: 3/2023
Project End Date - Construction: 3/2024

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 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	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

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

Regular City Council Meeting **7. 11.**

Meeting Date: 09/28/2021

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Contract 15838, with Plummer Associates, Inc., for design services associated with the Reese Water Line Improvements Capital Improvements Project.

Item Summary

The City of Lubbock and the United States Air Force (USAF) are partnering in an effort to provide safe drinking water to replace contaminated wells within the city limits near the former Reese Air Force Base (RAFB) operations. The USAF has done extensive testing of private wells around the former RAFB. With more than 500 wells tested, 231 groundwater wells have been found to have levels above the allowable concentrations, according to Texas Commission on Environmental Quality (TCEQ). This project will build water lines to service and potentially move citizens who agree to transfer onto City potable water services. The funding for this project is provided by the USAF pursuant to the terms of the Environmental Services Cooperative Agreement approved by Resolution No. 2021-R0106 on March 23, 2021.

On April 12, 2021, the City released a Request for Qualifications seeking qualified consultants to perform design phase services for the Reese Water Line Extension Capital Improvements Project. In response to RFQ-21-15838-MA, two proposals were received on May 6, 2021.

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

Firms	Points
Plummer Associates, Inc., Arlington, Texas	367
Freese and Nichols, Inc., Fort Worth, Texas	361

Staff and the Evaluation Committee recommend award of the contract to the highest ranked consultant, Plummer Associates, Inc., of Arlington, Texas, in the amount of $821,108. Time for final completion is 300 calendar days from Notice to Proceed, for the contractor to perform construction phase services.

Fiscal Impact

This contract for $821,108 is funded in Capital Improvements Project 92709, Reese Water Line Extension, 2020. The United States Air Force (USAF) is funding this project.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution
Professional Service Agreement
Location Exhibit
CIP Spreadsheet
CIP Detail
Project Summary Sheet - Reese Water Line
Resolution 2021-R0106 - USAF Funding 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, Professional Services Agreement No. 15838 for the Reese Water Line Extension project, by and between the City of Lubbock and Plummer Associates, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.PSA-No.15838 Reese Waterline
09.09.21

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 15838 is entered into this day of 2021, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Plummer Associates, Inc. , (the" Engineer").

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for the Reese Water Line Extension 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 300 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 $821,108, as set forth in Exhibit "B".

ARTICLE III. TERMINATION

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

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

ARTICLE IV. NON - ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

ARTICLE VI. SCOPE OF WORK

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

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE VIII. INSURANCE

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

Commercial General Liability:

Per Occurrence Single Limit: $1,000,000

General Aggregate Limit: $2,000,000

Professional Liability:

Combined Single Limit: $2,000,000

Automobile Liability:

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

Employer's Liability:

Per Occurrence Single Limit: $1,000,000

Worker's Compensation

Per Occurrence Single Limit: $500,000

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

The Certificate shall provide 30 days' notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy shall be included in the Certificate. The Engineer shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, the Engineer shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Engineer maintains

said coverage. The Engineer may maintain Occupational Accident and Disability Insurance in lieu of Worker's Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City. If at any time during the life of the Agreement or any extension hereof, the Engineer fails to maintain the required insurance in full force and effect, the Engineer shall be in breach hereof and all work under the Agreement shall be discontinued immediately.

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

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

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

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

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

THE ENGINEER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING,

ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, RELATED TO OR OCCASIONED BY, THE NEGLIGENT ACTS OF THE ENGINEER, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS AGREEMENT AND/OR THE USE OR OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XIII. NOTICE

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

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

Plummer Associates, Inc..

Brian Beach, P.E.
1001 Main Street, Suite 808
Lubbock, Texas 79401
Telephone: 806.853.6379
Email: bbeach@plummer.com

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

Josh Kristinek, P.E.
City of Lubbock
P.0. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Email: jkristinek@mylubbock.us

Telephone: 806.775.3397

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

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

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

ARTICLE XV. MISCELLANEOUS

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

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

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

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

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

F. Construction and Venue.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT IS PERFORMABLE IN LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE SOLE

AND EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

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

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

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

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

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

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

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

N. Non-Appropriation. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this

Agreement is spent, whichever event occurs first (the "Non-Appropriation Date"). If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Engineer on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the Non-Appropriation Date.

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

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

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

R. Professional Responsibility. All architectural or engineering services to be performed shall be done with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license.

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EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Michael G. Keenum, Division Director of Engineering/ City Engineer

Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Firm

Plummer Associates, Inc.

By: Clete R Martin /BWB

Clete Martin, P.E.

Texas Government Code Subtitle F, Title 10, Chapter 2271

I, CLETE MARTIN (Person name), the undersigned representative of

Firm Name PLUMMER ASSOCIATES, INC.

(hereafter referred to as company)

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

(1) is between a governmental entity and a company with 10 or more full-time employees; and

(2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

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

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

9/8/21
Date

Cletus R Martin /pmm
Authorized Signature

PLUMMER ASSOCIATES, INC.

EXHIBIT A

Scope for Engineering Design Related Services for Water line Extension

This Exhibit A is part of the Agreement between Plummer Associates, Inc. (Plummer) (the "ENGINEER") and the City of Lubbock (the "CITY") for a project generally described as

THE REESE WATER LINE EXTENSION PROJECT

The purpose of this Agreement is to furnish Engineering Services set forth herein defines the work to be performed by the ENGINEER in completing the project. Both the CITY and ENGINEER have attempted to clearly define the work to be performed and address the needs of the Project.

The project generally described is "Reese Water Line Extension" will include the following task items:

Task 1: General Services

Task 2: Conceptual Design Recommendations Summary, Water System Modeling and Environmental Phase Services

Task 3: Easement and Platting Survey Services

Task 4: Pipeline Route Surveying Services

Task 5: Geotechnical Investigation Services

Task 6: Detailed Design Phase Services (60% Design)

Task 7: Final Design Phase Services (90% & Final Design)

Task 8: Bid Phase Services

1.0 General Services

1.1 Conduct a Project Kickoff Meeting (1) with the CITY and Airforce Staff at the beginning of the Project to review and confirm the scope, schedule, resources, and responsibilities.

- 1.1.1 Confirm the Project objectives, scope of work, milestone schedule, and CITY expectations.
- 1.1.2 Confirm and Identify information needed from the CITY for the Project and determine the most efficient method for obtaining information.
- 1.1.3 Confirm critical Project success factors and Project deliverables.
- 1.1.4 Identify reporting requirements and other information needed to manage and monitor the progress of this Project.
- 1.1.5 Prepare draft meeting notes and list of action items resulting from meeting. Provide a draft copy of meeting notes in portable document format (PDF) to the CITY's Project Manager for distribution and review to CITY's staff.
- 1.1.6 Prepare final meeting notes and list of action items incorporating comments from the CITY. Provide a final copy of meeting notes in PDF to the CITY's Project Manager for distribution to the CITY's and Air Force staff.

1.2 Engineer shall schedule and conduct One (1) Public Meeting, at the initiation of the project, with the CITY, Air Force Staff and the Citizens impacted by the project to provide Project status, to discuss design criteria, design documents and project schedule.

1.3 Engineer shall consult with the CITY to gather existing information relative to the Project including on-going or planned construction projects in the work area, location of existing utilities and underground facilities, design criteria, construction plans and drawings, mapping, existing subsurface and geotechnical reports, existing topography map and survey information, etc. Exhibits of existing systems shall be provided in electronic format if available.

1.4 Engineer shall advise the CITY with respect to site surveying and the making of subsurface investigations, including borings, test pits, soil resistivity surveys, and other subsurface Explorations. Survey and Geotechnical Investigation Services are detailed in later sections.

1.5 Engineer shall assist CITY in securing bids and preparing formal contract documents for the Project as detailed in a later section.

1.6 Engineer shall schedule and conduct One (1) Public Meeting, at the final completion of design, with the CITY, Air Force Staff and the Citizens impacted by the project to provide Project status, to discuss design criteria, design documents and project schedule.

1.7 Facilities and systems to be designed will generally consist of the following:

- 1.7.1 Potable Water Distribution pipelines including fire hydrants, valves, and connections to existing system.
- 1.7.2 Replacement of concrete, asphalt or gravel paved roads required after pipe installation.

1.8 Engineer shall perform general administrative services on the Project including liaison with the CITY, preparation of invoices and documentation of expenses, and other tasks required for effective and efficient Project administration. Invoices and documentation will be shared with the Air Force.

1.9 Engineer shall identify, consult with, and analyze requirements of governmental authorities having jurisdiction to review and approve engineering documents of the Project designed or specified by Engineer, including items identified in environmental assessments.

1.10 Engineer shall furnish such information necessary to utility companies whose facilities may be affected or services may be required for the Project.

1.11 Engineer shall furnish such information necessary to one railroad company and TxDOT which will be crossed in this project.

2.0 Conceptual Design Recommendation Summary, Water System Modeling and Environmental Phase Services

2.1 Identify waterline alignment available to CITY and, after consultation with CITY, recommend routes which in the Engineer's judgment meet CITY's requirements for the Project.

2.2 Estimate Water Demand from areas being served by the proposed waterlines.

2.3 Review hydraulic modeling for the system extension provided by the CITY to confirm pipe diameters, flow velocities, and pressure.

2.4 Prepare Technical Memorandum (TM) documenting changes to the model including assumptions, method, findings, and recommendations.

2.5 Prepare a Conceptual Design Recommendation Summary which will, as appropriate, contain process schematic layouts, sketches, and conceptual design criteria with exhibits to indicate the alignments, trenchless construction methods to CITY which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: Opinion of Probable Construction Cost; proposed allowances for contingencies.

2.6 Prepare a Cultural Resources Coordination Letter (CRCL) as required for state-level archeological resource regulatory compliance outlined in the Antiquities Code of Texas (ACT). The letter will provide cultural resource-related background/desktop-level review and coordination. Engineer will consult available desktop-level background information to determine the project's potential for impacting significant archeological and/or historical resources and compile that information into an ACT coordination letter for delivery to the Texas Historical Commission (THC). The letter will outline the proposed project, review available background information, and provide recommendations for project-related regulatory compliance. A draft will be sent to the CITY for review and revision, as necessary. Engineer will send the

approved letter to the THC for their formal, 30- day regulatory review and provide Client with the THC's comments and anticipated concurrence with letter's recommendations.

2.7 Furnish three (3) review copies of the Conceptual Design Recommendation, Hydraulic Evaluation Technical Memorandum and CRCL will be deliverables to CITY for review or distribution to the Air Force staff.

2.8 Schedule, prepare for, and conduct one (1) Quality Control (QC) review meeting with CITY and Air Force staff to review Conceptual Design Recommendation Summary, Hydraulic Evaluation Technical Memorandum, and CRCL.

2.9 Revise the Reports, TM or CRCL in response to CITY, Air Force, and Agency comments, as appropriate, and furnish three (3) copies of the revised documents to the CITY.

2.10 Engineer's services under this Phase will be considered complete on the date when the revised Report, TM and CRCL have been delivered to CITY or THC.

3.0 Right of Way, Easement, and Platting Survey Services

3.1 Prepare existing Right-of-Way (ROW) base map for Sections A and E. The base map shall include 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 owners; 2-dimensional drawing in digital format showing the above ground utilities located in the field as well as right-of-way strip map information, a 2-dimensional ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions.

3.2 Prepare subdivision plats for each separately owned parcel in Sections A and E. Subdivision plats and dedication documents will be provided to the CITY for execution and final documents will be provided for the Air Force. This scope item does not include obtaining landowner and/or lienholder signatures for dedication.

3.3 Prepare easement and/or ROW dedication documents as required in Sections A and E.

3.4 Establish on the ground staking of the location of the edge of new temporary construction easements, new permanent easements, and centerline of pipeline for assistance in land acquisition, if required.

3.5 Ground staking will include a stake lath and flagging at each point of intersection and approximately every three hundred (300) feet along straight runs.

3.6 The legal descriptions and plats shall be prepared in accordance with CITY's standards or requirements and meet the needs for easement acquisition.

3.7 Participate in up to twenty (20) coordination meetings with CITY, private property owner, TXDOT, Railroad, or agency as directed by CITY during the entire land acquisition process for this Project.

4.0 Pipeline Route Surveying Services

4.1 Obtain field information needed for design of the Project. Establish a horizontal and vertical survey control monumentation network for the Project. Control points and elevation benchmarks shall be set with substantial markers, such as Capped Iron Rods, Cut "X"s in concrete, etc.

4.2 Provide survey notes or electronic files with clear location and description of benchmarks and horizontal control points. Benchmarks shall be documented and retraceable. Establish the alignment of the proposed and existing pipelines and utilities in relation to the existing easements.

4.3 Provide a digital surface model, 200' each side of the center of the apparent right-of-way for alignment development of the proposed line.

4.4 Provide horizontal and vertical locations of existing improvements and physical features including fences, property lines (from publicly available sources; not field verified), roads, bridges, drainage structures, existing utilities, railroad crossing, and highway crossings located fifty (50) feet (minimum) either side of the centerline of the proposed pipeline. Survey will be delivered in NAD83 Texas State Planes, North Central Zone, US Foot, with elevations relative to Geoid 12B.

4.5 The general pipeline alignment for a total pipeline length of approximately 31,110 linear feet is anticipated.

4.6 Prepare plans for the Project, using a scale of 1" = 20' for plan/profile sheets, with adequate detail for land and easement acquisition.

5.0 Geotechnical Investigation Services

5.1 Provide for and coordinate geotechnical investigation required for design of Project.

5.2 Drill, classify, and perform pertinent tests on soils at up to fifteen (15) locations along pipeline route at depths to fifteen (15) feet and two (2) location along pipeline route at a depth of twenty-five (25) feet deep for the Railroad and TxDOT crossings. If number of borings or if average boring depth required exceeds these values, additional compensation will be requested as an Additional Service.

5.3 Provide recommendations for pavement design (concrete and asphalt) for the reconstruction of the existing roadways along the pipeline routes that will be impacted by construction activities.

5.4 Provide three (3) copies of geotechnical investigation summary report for CITY record.

6.0 Detailed Design Phase Services (60% Design)

6.1 Upon acceptance of the Conceptual Design Report, Engineer shall prepare Detailed Design Phase documents.

6.2 Prepare Detailed, detailed, engineered Drawings and Specifications indicating the scope, extent, and character of the work as generally described in the Conceptual Design Recommendations Summary. The design will include the plan and profile of the proposed waterlines as well as detailed layouts for crossing the railroad and TxDOT highway.

6.3 Advise CITY if additional reports, data, information, or services of the types described herein are necessary and assist CITY in obtaining such reports, data, information, or services.

6.4 Based on the information contained in the Detailed Design Phase documents, prepare a revised Opinion of Probable Construction Cost, and assist CITY in collating the various cost categories which comprise Total Project Costs.

6.5 Subsurface Utility Engineering:

Provide Signed and sealed subsurface Utility Engineering (SUE) shall be performed in accordance with CI/ASCE 38-02 to Quality Level B and A as described below:

Level B (includes tasks as described for Quality Level C)

- Select and apply appropriate surface geophysical method(s) to search for and detect subsurface utilities within the project limits, and/or to trace a particular utility line or system.
- Based on an interpretation of data, mark the indications of utilities on the ground surface for subsequent survey. Utilize paint or other method acceptable for marking of lines.
- Unless otherwise directed, mark centerline of single-conduit lines, and outside edges of multi-conduit systems.
- Resolve differences between designated utilities and utility records and surveyed appurtenances.
- Recommend additional measures to resolve differences if they still exist. Recommendations may include additional or different surface geophysical methods, exploratory excavation, or upgrade to Quality Level A data.
- As an alternative to the physical marking of lines, the ENGINEER may, with CITY's approval, utilize other means of data collection, storage, retrieval, and reduction, that enables the correlation of surface geophysical data to the project's survey control.

Level A

- Expose and locate utilities at specific locations.
- Tie horizontal and vertical location of utility to survey control.
- Provide utility size and configuration.
- Provide paving thickness and type, where applicable
- 10 Level A SUE are planned for this project.

6.6 Provide general soil type and site conditions and such other pertinent information as is reasonably ascertainable from each test hole site

6.7 Schedule, prepare for and conduct one (1) Quality Control (QC) workshop to review the Detailed Design Phase documents with CITY's staff and Air Force Staff.

6.8 Furnish three (3) half-size copies of the plans and three (3) specifications for the Detailed Design Phase.

6.9 Engineer's services under the Detailed Design Phase will be considered complete two weeks after the receipt of the City's comments on the Detailed Design Documents.

7.0 Final Design Phase Services (90% & Final Design)

7.1 Upon acceptance of the Detailed Design Phase documents, revised Opinion of Probable Construction Cost as determined in the Detailed Design Phase and any other deliverables subject to any CITY directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from CITY, Engineer shall:

7.2 Prepare 90% and final, detailed, engineered sealed Drawings and Specifications indicating the scope, extent, and character of the work as generally described in this scope of services to be performed and furnished to the CITY for the purpose of providing the documents for Construction.

7.3 Provide technical criteria, written descriptions, and design data for CITY's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist CITY in consultations with such authorities; and revise the Drawings and Specifications in response to directives and comments from such authorities. Permits are expected for crossing Railroad and TxDOT.

7.4 Advise CITY of any adjustments to the Opinion of Probable Construction Cost known to Engineer.

7.5 Furnish three (3) half-size copies of the plans and three (3) copies of the specifications for the 90% Design Phase and any other deliverables to CITY at the 90% Completion Milestone.

7.6 Schedule, prepare for and conduct one (1) Quality Control (QC) meeting to review the 90% Design Phase documents with CITY's staff after the submittal of the 90% Complete Final Design Phase documents.

7.7 Prepare and furnish complete engineered sealed final design documents and bidding documents for review by CITY, its legal counsel, and other advisors, and assist CITY in the preparation of any other related bid documents.

7.8 Furnish three (3) half-size and one (1) full size copy of the plans and four (4) copies of the specifications for the sealed final design and bidding documents.

7.9 Provide a copy of bid issue plans, bid documents, and bid specifications in electronic portable document file format (PDF). Other electronic file formats may be provided upon written request to the Engineer.

7.10 Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph 7.9 have been delivered to CITY.

8.0 Bid Phase Services

8.1 Upon acceptance by CITY of the final design and bid documents and the most recent Opinion of Probable Construction Cost as determined in the Final Design Phase, and upon written authorization by CITY to proceed, Engineer shall:

8.2 Assist CITY in advertising and notifying construction news publications for and securing bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, schedule and conduct one (1) pre-bid conference. The cost for notice publications shall be paid by the CITY.

8.3 Distribute bid documents, plans and specifications for the Project to prospective bidders as required. The non-refundable deposit received from prospective bidders for receipt of plans, specifications, and bid documents will be retained by Engineer to offset the Engineer's cost of printing, distributing and handling said documents. Engineer will furnish up to three (3) full-size sets of plans and specifications to plan rooms to be identified by the CITY.

8.4 Assist the prospective bidders in interpreting the plans and specifications through the preparation and issuance of addenda to clarify, correct or change the bid documents. Prepare responses to Bidder's questions and provide those responses to the CITY staff.

8.5 Assist the CITY in the opening, tabulation, analysis of the bids received and furnish recommendations on the award of the contracts or the appropriate actions to be taken by the CITY.

8.6 Consult with CITY as to the acceptability of contractor, subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bid documents.

8.7 If required by bid documents, Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders. Such evaluations shall be considered an Additional Service provided by the Engineer.

8.8 Incorporate any changes by addendum into the project documents and prepare Conformed for Construction plans and specifications.

8.9 Furnish one (1) full-size and three (3) half-size copies of the conformed plans and four (4) copies of the conformed specifications.

8.10 Perform or provide the following Bid Phase Services tasks or deliverables:

8.10.1 Bid Tabulations.

8.10.2 Recommendation of Award.

8.10.3 Assist the CITY in the preparation of formal contract documents for the Work.

Additional Services not included in the existing Scope of Services – CITY and ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, ENGINEER can provide these services, if needed, upon the CITY's written request. Any additional amounts paid to the ENGINEER as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Services related to development of the CITY's project financing and/or budget.
- Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.
- Services necessary due to the default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement and inspection after final completion.
- Services related to acquiring real property including but not limited to easements, right-of-way, and/or temporary right-of-entries.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- USACOE environmental permitting.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.
- Services related to preparation of Storm Water Pollution Prevention Plans.
- Services related to the design of traffic control plans.
- Services related to archeological field survey and reporting beyond the desktop level analysis described in this Exhibit if required by the Texas Historical Commission.
- Additional meetings beyond those already included in this Exhibit
- Additional geotechnical borings beyond those described in this Exhibit
- Additional pipeline design efforts beyond those described in this Exhibit.
- Additional easement and platting documents beyond those described in this Exhibit

PLUMMER ASSOCIATES, INC

EXHIBIT B

Payments to Engineer

This Exhibit B is part of the Agreement between Plummer Associates, Inc. (the "Engineer") and the City of Lubbock (the "City") for a project generally described as:

REESE WATERLINE EXTENSION PROJECT

1.0 BASIC SERVICES OF ENGINEER

1.1 City shall pay Engineer for Basic Services of Engineer described in Exhibit A, "Scope of Services" at a total compensation amount of $821,108, unless this Agreement is amended otherwise by the City Council. The final compensation for the major tasks can be over or under the estimated amount per task, as shown in the table below, as long as the total Not to Exceed amount is not surpassed.

Task No.	Task Name	Total Budget Amount
1	General Services	$ 38,254
2	Conceptual Design Recommendations Summary, Water System Modeling, and Environmental Phase Services	$ 79,800
3	Easement and Platting Survey Services	$ 289,157
4	Pipeline Route Surveying Services	$ 155,787
5	Geotechnical Investigation Services	$ 28,639
6	Detailed Design Phase Services (60% Design)	$ 115,592
7	Final Design Phase Services (90% & Final Design)	$ 86,343
8	Bid Phase Services	$ 27,536
	Total Basic Engineering Services	**$ 821,108**

1.2 Cost reimbursable compensation shall be based on Engineer's personnel time at Engineer's hourly labor rates Table included in Section 4.0 of this Exhibit. All direct expenses, including mileage, travel and lodging expenses, but excluding subcontract expenses, applied to the Basic Services of Engineer, shall be paid at invoice or internal office cost plus a fifteen percent (15%) service charge. Subcontract expenses shall be paid at direct cost plus a fifteen percent (15%) service charge. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to Engineer's compensation when invoicing Owner.

2.0 ADDITIONAL SERVICES

2.1 Owner shall pay Engineer for Additional Services of Engineer described in Exhibit A "Scope of Services. Compensation for Additional Services actually completed shall be paid on a cost reimbursable basis.

2.2 Cost reimbursable compensation shall be based on Engineer's personnel time at Engineer's hourly labor rates in the Hourly Rate Schedule for Professional Services. All direct expenses, including mileage, travel and lodging expenses, but excluding subcontract expenses, applied to the Additional Services of Engineer, shall be paid at invoice or internal office cost plus a fifteen percent (15%) service charge. Subcontract expenses shall be paid at direct cost plus a fifteen percent (15%) service charge. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to Engineer's compensation when invoicing Owner.

3.0 DEFINITIONS

3.1 Direct Labor Costs: Salaries and wages paid to Engineer's personnel engaged directly on the Project, but do not include indirect costs, insurance costs, fringe benefits, overhead or profit. Direct Labor Cost is subject to annual calendar year adjustments.

3.2 Hourly Labor Rates: Direct Labor Cost plus a percentage applied to all such wages or salaries to cover payroll taxes, insurance premiums, benefits and all other overhead or profit.

3.3 Direct Expenses: All expenses incurred directly by the Engineer. These may include transportation costs, travel, meals, lodging, laboratory testing and analyses, telecommunication, computer services, document reproduction and processing, all direct expenses associated with outside consultants, and any other direct expense incurred by the Engineer.

4.0 HOURLY RATE SCHEDULE – 2021

Staff Description	Staff Code	Range of Billing Rates
Admin Staff	A1-A3	$ 75.00 - $ 100.00
Senior Admin Staff	A4	$ 85.00 - $ 130.00
Designer/Technician	C1-C2	$ 75.00 - $ 115.00
Designer/Technician III	C3	$ 100.00 - $ 130.00
Senior Designer/Technician	C4	$ 125.00 - $ 160.00
Engineer/Scientist Intern	ES0	$ 50.00 - $ 95.00
Engineer-in-Training/Scientist-in-Training	ES1-ES2	$ 95.00 - $ 130.00
Engineer-in-Training/Scientist-in-Training III	ES3	$ 105.00 - $ 140.00
Project Engineer/Scientist	ES4	$ 120.00 - $ 150.00
Senior Project Engineer/Scientist	ES5	$ 135.00 - $ 195.00
Project Manager	ES6	$ 175.00 - $ 245.00
Senior Project Manager	ES7	$ 215.00 - $ 275.00
Principal I	ES8	$ 250.00 - $ 330.00
Principal II	ES9	$ 290.00 - $ 400.00

Billing rates are based on "salary cost" times a multiplier of 2.3.

Salary cost is based on direct payroll costs times 1.43. Salary cost includes direct payroll costs, payroll taxes, vacation, holiday, sick leave, employee insurance, and other fringe.

Range of billing rates shown may be adjusted by up to 4 percent annually (at the beginning of each calendar year) during the term of this agreement. The multipliers shown will not be adjusted.

A multiplier of 1.15 will be applied to all direct expenses.

A technology charge will be billed at $5 per labor hour.

PLUMMER ASSOCIATES, INC

EXHIBIT C

Project Schedule

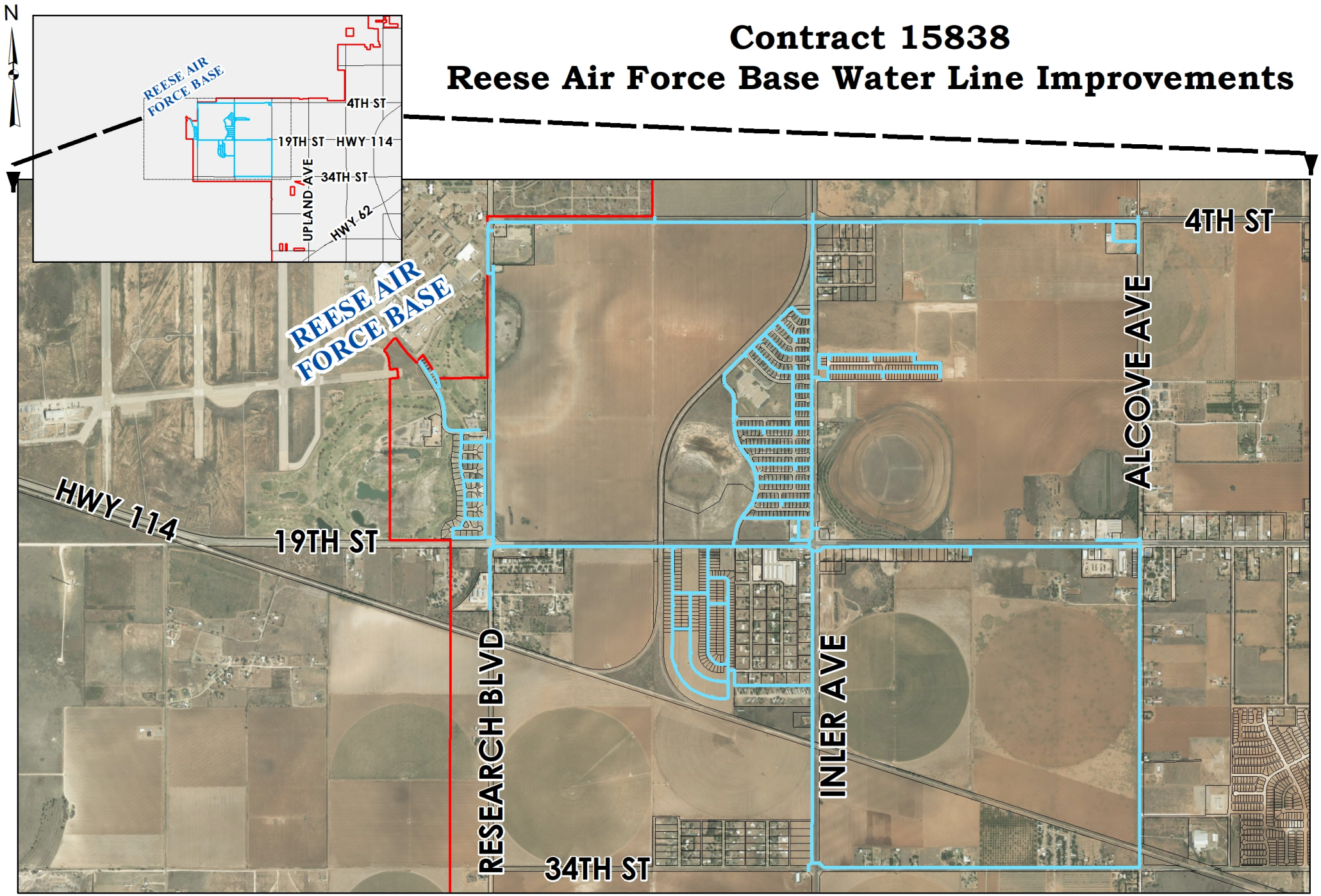
This Exhibit C is part of the Agreement between Plummer Associates, Inc. (the "Engineer") and the City of Lubbock (the "City") for a project generally described as:

REESE WATERLINE EXTENSION PROJECT

1.0 The time period for performance of Basic Services of Engineer and as detailed in Exhibit A - "Scope of Services" is as indicated below:

1.1 Design phase services (including conceptual, detailed, final design, and bid phase services described in Exhibit A) will be completed no later than 300 calendar days after the execution date of this Agreement plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the final design documents, if such approval is to be obtained during the Design Phase.

Contract 15838
Reese Air Force Base Water Line Improvements



0 1,000 2,000 4,000 Feet

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

Legend

- Existing Water Lines
- Lubbock City Limits

City of Lubbock TEXAS

Digital Orthophotography - April 2020

City of Lubbock
Capital Project
Project Cost Detail
September 28, 2021

Capital Project Number:	92709
Capital Project Name:	Reese Water Line

		Budget
Encumbered/Expended		
Staff time	$	1,084
Agenda Item September 28th,2021		
Reese Water Line Extension - Design, Plummer Contract 15838		821,108
Encumbered/Expended To Date		822,192
Estimated cost for Remainiaing Approcation		
Reese Water Line Construction		594,739
Remainiaing Approcation		595,196
Total Appropriation	$	1,416,931

Project Name **Reese Air Force Water line** *Project Number* **92709**

Managing Department **Water Production**

Project Manager **Josh Kristinek**

Project Classification **Infrastructure Improvements**

Project Status **Approved**

Project Scope

The work involved in this project will be project management of the Design, Survey, Inspection, Land Services and construction of approximately 6 miles of water line varying in sizes from 6 to 12 inches in diameter. These lines will be installed to provide an alternate potable water supply for citizens impacted by groundwater contamination due to Perfluoroalkyl Sulfonate above Texas Commission of Environmental Quality (TCEQ) maximum concentration limits.

Project Justification

The City of Lubbock and the Air Force are partnering in an effort to provide safe drinking water to the contaminated wells with in the City Limits by the old Reese Air Force Base operations. The Air Force has done extensive testing of private wells around the Reese Air Force base. Of the more than 500 wells tested 231 ground water wells have been found to have levels above the allowable concentrations for the TCEQ. This project will ultimately build water lines to service and potentially move Citizens who agree to onto City potable water services.

Project History

$1,416,931 was appropriated in FY 2020-21, Budget Amendment No. 14, Ord. No. 2020-O0029, March 23, 2021.

		Unappropriated Planning Years						
Appropriation Detail	Appropriation to Date	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Project Amount
Construction	1,416,931	0	0	0	0	0	0	1,416,931
Total Project Appropriation	1,416,931	0	0	0	0	0	0	1,416,931

		Unappropriated Planning Years						
Funding Detail	Funding to Date	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Funding
United States Air Force Funding	1,416,931	0	0	0	0	0	0	1,416,931
Total Funding Sources	1,416,931	0	0	0	0	0	0	1,416,931

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

Purchasing and Contract Management

Project Summary
RFQ 21-15838-MA Reese Water Line Project

Notice was published on the Purchasing Web Site under Bid Opportunities
Notice was published on Bonfirehub.com from April 12, 2021 through May 6, 2021
Notice was published on BidSync.com from April 12, 2021 through May 6, 2021
36 viewed using Bonfirehub.com
36 viewed using BidSync.com
25 Firms downloaded the documents.
5 Firms were notified separately.
2 Firms submitted statements of qualifications.

Resolution No. 2021-R0106
Item No. 6.4.1
March 23, 2021

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Environmental Services Cooperative Agreement for Design, Bidding, Construction and Management Services, by and between the City of Lubbock and the United States of America, by and through the United States Air Force, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on March 23, 2021.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

vw:ccdocs/RES. Environmental Services USAF

ENVIRONMENTAL SERVICES COOPERATIVE AGREEMENT
for
DESIGN, BIDDING, CONSTRUCTION AND MANAGEMENT SERVICES
between
THE UNITED STATES OF AMERICA
and
CITY OF LUBBOCK, TEXAS

THIS ENVIRONMENTAL SERVICES COOPERATIVE AGREEMENT for DESIGN, BIDDING, CONSTRUCTION AND MANAGEMENT SERVICES (this "**ESCA**") is made as of the 23rd day of March, 2021 (the "**Effective Date**") by and between the UNITED STATES OF AMERICA, acting by and through the SECRETARY OF THE AIR FORCE ("**Air Force**"), and the CITY OF LUBBOCK, TEXAS ("**City**"). The Air Force and City sometimes are referred to in this ESCA individually as a "**Party**" and collectively as the "**Parties.**"

RECITALS

A. In November 2017 the Air Force began private and public well sampling to evaluate whether perfluorooctane sulfonate acid ("**PFOS**"), perfluorooctanoic acid ("**PFOA**"), and other synthetic fluorinated organic compounds (PFOS, PFOA and the other synthetic fluorinated organic compounds are collectively referred herein as "**PFAS**") were present at levels exceeding (i) the Lifetime Health Advisory ("**HA**") levels of 70 parts per trillion for PFOS and PFOA in drinking water established by the United States Environmental Protection Agency ("**EPA**") and/or (ii) the Texas Commission on Environmental Quality

("**TCEQ**") published Protective Concentration Levels for ("**PCLs**") requirements for 16 PFAS, including PFOS and PFOA, under the Texas Risk Reduction Program rule ("**TRRP PCLs**").

B. Of the more than 500 drinking water wells that were sampled, 231 private wells and three public wells exceeded the HAs and/or TRRP PCLs.

C. The Air Force immediately provided affected residents with bottled water and thereafter installed a whole-home drinking water treatment system at each of the homes.

D. The Air Force identified and evaluated potential long-term drinking water alternatives for the affected homes, including access to public drinking water sources.

E. While approximately 80 of the homes are within the service area of the City Water Utilities Department, its water mains currently do not extend to the areas where the affected homes are located ("**Affected Areas**").

F. The Air Force cannot offer to connect the affected homes to City water until the water mains are extended into the Affected Areas.

G. The Defense Environmental Restoration Act, 10 U.S.C. §2701(d), authorizes the Air Force to enter into agreements with a local governmental agency, such as the City, to obtain services to carry out the responsibilities of the Air Force for certain environmental response activities.

H. The Air Force has requested that the City extend its water mains to the Affected Areas ("**Project**"), at Air Force expense, which will enable the Air Force to offer to connect homes in Affected Areas to City water.

I. The Air Force has allocated $8,097,750.35 ("**Air Force Funding Obligation**") to pay the City for completion of the Project.

J. The Parties are entering into this ESCA to memorialize their respective obligations and other terms and conditions relating to the Project.

ARTICLE I
ESCA PURPOSE, SCOPE AND TERM

SECTION 1.01. Purpose.

The purpose of this ESCA is to obtain services from the City related to the extension of City water mains to the Affected Areas in furtherance of certain environmental responsibilities of the Air Force.

SECTION 1.02. Scope.

The scope of this ESCA consists of the Project Work. As used herein, "**Project Work**" means:

(a) the scope of services performed by the Consulting Engineer (as defined in Section 2.01.A below) pursuant to the Consulting Engineer Contract (as defined in Section 2.01.D below);

(b) the scope of services performed by the Construction Contractor (as defined in Section 2.02.B below) pursuant to the Construction Contract (as defined in Section 2.02.B below);

(c) the scope of services performed pursuant to a contract executed by the City in furtherance of completion of the Project other than the Consulting Engineer Contract and the Construction Contract; and

(d) work performed by a City employee in furtherance of completion of the Project (i) for which the City receives compensation from third parties when performed by a City employee in connection with infrastructure extension projects similar to the Project; or (ii) that typically is performed by or for third parties at their expense in connection with infrastructure extension projects similar to the Project.

SECTION 1.03. ESCA Term.

The term of this ESCA ("**ESCA Term**") shall (a) commence on the Effective Date, and (b) terminate on the first to occur of (i) the date on which the City delivers any residual balance in the ESCA Account (as defined in Section 3.01 below) to the Air Force, as provided in Section 3.04 below; (ii) the date thirty (30) days after the City gives the Air Force notice that it is terminating this ESCA pursuant to Section 1.04; or (iii) the effective date of a mutual agreement by the Parties to terminate this ESCA (the "**Termination Date**").

SECTION 1.04. City Termination Rights.

This ESCA may be terminated by the City without cost or liability to the City:

(a) at any time prior to the execution of the Construction Contract, for any reason or no reason after giving the Air Force at least thirty (30) days prior notice; and

(b) if subsequent to the execution of the Construction Contract, the Air Force fails to deposit funds into the ESCA Account in accordance with Section 3.02 below.

ARTICLE II

DESIGN, BIDDING, CONSTRUCTION AND MANAGEMENT SERVICES

SECTION 2.01. Design Services.

While the City and Air Force had preliminary discussions about the projected scope of work for the Project prior to the Effective Date, further due diligence, evaluation and analysis are required to design the Project.

A. Request for Qualifications

The City will generate a Request for Qualifications ("**RFQ**") to select a consulting engineer (the "**Consulting Engineer**") (i) for the Project design phase and (ii) to provide engineer of record services during the Project construction phase. The qualification criteria will consist of survey and land services, as needed, full design services in accordance with City of Lubbock Minimum Design Standards and Specifications, and engineer of record services.

B. Survey and Land Services

Survey and land services will consist of (i) preparation of a general survey that satisfies the needs of the design phase of the Project, and (ii) obtaining land owner information needed for the Project layout and any required easement, platting and/or dedication. The Consulting Engineer will provide the land owner information required for easements, platting, and/or dedication to the Air Force. The Consulting Engineer will use its best efforts to acquire all easements and/or dedications needed by the City for the Project (each a "**Project Easement**"). The City will not seek condemnation of any property for the Project. The Consulting Engineer will provide appraisal information for any needed easement or dedication to the City and Air Force. No easement or

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dedication appraisals will move forward without written consent from the Air Force. The Air Force will be solely responsible for satisfying any platting requirements prerequisite to completion of the Project. The City will provide information to the Air Force about processes it follows to obtain easements for pipeline projects.

C. Design Drawings and Specifications

The Consulting Engineer will prepare 30%, 60%, 90% and final design drawings ("**Final Plan Drawings**") for the Project. The City will review the design drawings at each stage to ensure compliance with all applicable laws and City standards and provide comments to the Consulting Engineer. The City will provide a copy of the drawings to the Air Force at each stage. If the Air Force has questions about any of the design drawings, it will provide them to the City within fourteen (14) days of receipt of such deliverables. The Final Design Drawings provided to the Air Force will be in PDF and CADD formats.

D. City Approvals

The City Council must approve the Consulting Engineer to authorize the City to execute a contract with the Consulting Engineer for the Project ("**Consulting Engineer Contract**"). If the City Council does not approve the Consulting Engineer, then the City may terminate this ESCA pursuant to Section 1.04(a) above.

The City will provide a copy of the final draft of the Consulting Engineer Contract to the Air Force before it is submitted to the City Council. If the Air Force has questions about any of the contract provisions, it will provide them promptly to the City. The Consulting Engineer Contract shall include a detail statement of the scope of work to be

performed by the Consulting Engineer. A copy of the fully executed Consulting Engineer Contract will be attached to this ESCA as **Exhibit C**.

SECTION 2.02. Bidding Services.

A. Request for Proposals

The City will prepare a Request for Proposals ("**RFP**") for the construction of the Project that will use a unit price contract and require a set completion time frame. Before the RFP is released, the City will provide a copy of the final draft of the RFP to the Air Force for its review. If the Air Force has questions about any of the RFP provisions, it will provide them promptly to the City.

B. Construction Contract

The City will provide a copy of the final draft of the construction contract ("**Construction Contract**") to the Air Force before it seeks approval of the contractor ("**Construction Contractor**") and authorization to execute the Construction Contract from the City Council. The Construction Contract shall include a detailed statement of the scope of work to be performed by the Construction Contractor and require the Construction Contractor to provide to the City a construction schedule at least thirty (30) days prior to issuance by the City of its notice to proceed. If the Air Force has questions about any of the contract provisions, it will provide them promptly to the City. All amounts payable by the City pursuant to the Construction Contract may not exceed an amount equal to the difference between (a) the Air Force Funding Obligation and (b) the sum of (i) the aggregate payments to date from the ESCA Account for Project Work; and (ii) any other known costs the City will incur relating to the Project for which it has not yet sought payment pursuant to Section 3.01.

C. City Approvals

The City Council must approve the Construction Contractor and authorize the City to execute the Construction Contract. If the City Council does not approve the Construction Contractor, then the City may terminate this ESCA pursuant to Section 1.04(a) above. The Construction Contract will not be executed before the Project Easements, if any, required for the Project have been obtained. A copy of the fully executed Construction Contract will be attached to this ESCA as **Exhibit D**.

SECTION 2.03. Project Management.

A. Progress Meetings

After the Construction Contract is executed, the City will host monthly progress meetings among the Construction Contractor, Consulting Engineer, Air Force and the City.

B. Engineer of Record Services

The Consulting Engineer will provide the engineer of record services stated in the Consulting Engineer Agreement attached to this ESCA as **Exhibit C**. Upon completion of the Project, the Consulting Engineer will provide a set of as-built drawings for the Project to the Air Force in PDF and CADD formats.

C. Inspection Services

Either a City employee or a private contractor retained by the City will provide part-time field representation for quality assurance of the construction of the Project.

D. Change Orders

Changes to the Construction Contract that affect the Construction Schedule, Scheduled Date of Completion, the Project Work or the Contract Price will be documented in a Change Order and the City shall delivery copies of such Change Orders promptly to the Air Force. If the Air Force has questions or comments about a Change Order, it promptly will notify the City. The Air Force will use its best efforts to provide its questions or comments about Change Orders to the City within 20 days of receipt of the Change Order. As used in this ESCA, the terms "Construction Schedule," "Scheduled Date of Completion," "Contract Price," and "Change Order" shall have the meanings ascribed to them in the Construction Contract. Any Change Order exceeding $50,000.00 will require the approval of the City Council, as provided in Texas law.

E. Unforeseen Circumstances

The City shall notify the Air Force promptly of any unanticipated, unforeseen, special or force majeure condition that may affect the total cost of the Project Work adversely and thereafter, the Parties shall meet, by phone or in person, to address the impact of the condition on the Project.

SECTION 2.04. Budget.

The budget for the Project may not exceed the Air Force Funding Obligation without amendment of this ESCA to increase the obligation. The budget for the Project submitted by the City and accepted by the Air Force is attached to this ESCA as **Exhibit A ("Budget").** Line item amounts may be reallocated within the Budget by the City to allow for flexibility in completing the Project Work; provided, however, that the City shall notify with the Air Force before reallocating $25,000.00 or more from one line

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item to another line item, or making any reallocation that will increase the aggregate total of all reallocations to an amount above $100,000.00.

ARTICLE III
FUNDING AND PAYMENTS

SECTION 3.01. ESCA Account.

The City will open an account ("**ESCA Account**") with Texas Cooperative Liquid Assets Trust, a local government investment pool pursuant to Section 2256.016 of the Public Funds Investment Act, Texas Government Code, and known as "Texas CLASS." All disbursements to the City of the Air Force Funding Obligation shall be deposited into the ESCA Account. Proceeds from the ESCA Account shall be used only to pay for Project Work and make remittances to the Air Force, as required by Section 3.04 below. Income earned on funds held in the ESCA Account shall be retained in the ESCA Account and delivered to the Air Force as provided in Section 3.04 below.

SECTION 3.02. Air Force Funding.

Within fifteen (15) days of the Effective Date, the Air Force shall provide $1,416,931.00 of the Air Force Funding Obligation to the City to pay for Project Work performed prior to execution of the Construction Contract. The remaining balance or the Air Force Funding Obligation shall be disbursed to the City in accordance with a funding schedule linked to key milestones mutually agreed to by the Parties and which aligns with the payment dates provided in the Construction Contract (**"Funding Schedule").** The Funding Schedule will be attached to this ESCA as **Exhibit E**.

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SECTION 3.03. Withdrawals from the ESCA Account.

Simultaneously with each withdrawal from the ESCA Account, the City shall deliver to the Air Force a Payment Certification in the form attached to this ESCA as **Exhibit B**.

SECTION 3.04. Statements and Remittances to Air Force

A. ESCA Account Statements

The City shall deliver to the Air Force (i) a copy of the monthly statement for the ESCA Account received from Texas CLASS promptly after its receipt; and (ii) within ninety (90) days after the end of the City's fiscal year, an accounting of income earned on the ESCA Account during the preceding fiscal year.

B. Termination Date

On the Termination Date, the City shall deliver to the Air Force (i) an accounting of income earned on the ESCA Account during the current fiscal year; (ii) the balance of the ESCA Account; and (iii) the income earned on monies in the ESCA Account from the date it was established.

SECTION 3.05. Anti-Deficiency Act.

The Air Force Funding Obligation is subject to the availability of appropriated funds. Nothing in this ESCA shall be interpreted to require payments by the Air Force in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

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SECTION 3.06. Relation to Prompt Payment Act.

This ESCA is not a contract as defined in Office of Management and Budget Circular A-125 which implements the Prompt Payment Act of 1982 (31 U.S.C. § 1421-3906) (the "**Act**"). Therefore, the Act does not apply to this ESCA. .

ARTICLE IV

APPLICABLE LAWS

SECTION 4.01. Compliance with Applicable Laws.

The City shall comply with all federal, state and local laws, rules, regulations and ordinances relating to the Project and which are applicable to the City. The Air Force shall comply with all federal laws and other laws for which the United States has expressly waived its sovereign immunity which are applicable to matters for which the Air Force is obligated.

ARTICLE V

DISPUTE RESOLUTION

SECTION 5.01. Dispute Resolution.

In the event of any dispute arising out of or relating to this ESCA, the Parties shall attempt, in good faith, to promptly resolve the dispute by mutual agreement using unassisted negotiation techniques (i.e., without the assistance of a neutral third party). As part of the unassisted negotiation, the Parties shall consider employing joint fact-finding, if material factual disputes are involved, and shall use other early resolution

techniques appropriate to the circumstances. If the dispute cannot be resolved by mutual agreement, before or in conjunction with pursuing any remedy available to them under law or equity, the Parties, again by mutual agreement, may submit the dispute to an alternative dispute resolution procedure authorized by the Administrative Dispute Resolution Act of 1996, Pub. L. No. 104-320 (codified at 5 U.S.C. §§ 571, *et seq.*). Notwithstanding the above, each Party shall have the right to take whatever action at law or in equity deemed necessary or desirable to enforce any obligation of the other Party set forth in this ESCA.

ARTICLE VI
GENERAL PROVISIONS

SECTION 6.01. Amendment.

This ESCA may be amended only by an instrument in writing, signed by the Parties.

SECTION 6.02. Successors and Assigns.

This ESCA may not be assigned by a Party. All obligations and covenants made under this ESCA shall bind and inure to the benefit of any successor to a Party, whether or not expressly assumed by such successor.

SECTION 6.03. Entire Agreement.

This ESCA constitutes the entire agreement between the Parties as to the Project Work. Any\all prior discussions and understandings, written or oral, relating to the Project are superseded by this ESCA.

SECTION 6.04. Severability.

If any provision of this ESCA is held invalid by a court, the remainder of this ESCA shall continue in full force and effect to the extent not inconsistent with such holding.

SECTION 6.05. Execution.

This ESCA may be executed in two counterparts, each of which shall be deemed an original.

SECTION 6.06. Conflict of Interest.

The Parties shall ensure that their employees are prohibited from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

SECTION 6.07. Officials Not to Benefit.

The City acknowledges that no member or delegate to the United States Congress, or resident Commissioner, shall be permitted to share in any part of this ESCA or receive any benefit that may arise therefrom.

SECTION 6.08. Nondiscrimination.

The City covenants and agrees that no person, on the grounds of race, religion, color, national origin, sex, age or handicap, shall be denied benefits of, or otherwise be subjected to discrimination in connection with the City's performance under this ESCA. Accordingly, the City covenants and agrees to comply with the following to the extent applicable:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d-2000d-7), and Department of Defense ("**DoD**") regulations (32 C.F.R. Part 300) issued thereunder;

B. Executive Order 11246 and Department of Labor regulations issued thereunder (41 C.F.R. Part 60);

C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); and

D. The Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107) and implementing regulations issued thereunder as incorporated in 45 C.F.R. Part 90.

SECTION 6.09. Lobbying.

The City covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency or a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract; the making of any federal grant; the entering into of any cooperative agreement; the making of any federal loan; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, cooperative agreement or loan.

The City also agrees to comply with restrictions on lobbying, issued by the Office of Management and Budget (OMB) and DoD (32 C.F.R. Part 28) that implement the provisions of 31 U.S.C. § 1352.

SECTION 6.10. Drug-Free Work Place.

The City covenants and agrees that it will comply with the provisions of the Drug-Free Work Place Act of 1988, (41 U.S.C. §§ 701-707) and maintain a drug-free

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workplace. The City shall comply with the Final Rule, Government-Wide Requirements for Drug-Free Workplace (Grants), issued by OMB, and DoD (32 C.F.R. Part 25, Subpart F) to implement the Drug-Free Work Place Act of 1988.

SECTION 6.11. Records and Audits.

During the ESCA Term and for three years following its expiration, the City shall maintain a complete and accurate set of files, books and records of all activities related to the Consulting Engineer Contract, the Construction Contract and the Project Work. Upon request, the Air Force may inspect and request copies (at its expense) at reasonable times of any of such files, books and records. Notwithstanding the preceding sentence, copies of Change Orders and all supporting documentation relating to them requested by the Air Force shall be provided at no expense to the Air Force.

Upon reasonable notice to the City, the Comptroller General, the Inspector General of the Department of Defense, the Defense Contract Audit Agency and/or the Air Force Audit Agency shall have direct access to sufficient records and information of the City, as they determine, to ensure accountability for federal funds. Any copies of such records requested by these federal entities shall be provided to the federal agencies at their expense. Any audit shall be conducted in accordance with OMB Circular A-133 and 32 C.F.R. § 33.26.

SECTION 6.12. Notices.

Any notice, transmittal, approval, or other official communication made under this ESCA shall be in writing and shall be delivered by hand, facsimile transmission, email or mail to the other Party at the addresses or facsimile transmission telephone number

set forth below, or at any such other address as may be later designated from time to time by written notice using certified mail:

Air Force:

Stephen TerMaath, Chief, BRAC Program Management Division
Air Force Civil Engineer Center (AFCEC)/Installations Directorate (CI)
AFCEC/CIB
210-395-9428
stephen.termaath@us.af.mil

Address for mail:
2261 Hughes Ave., Suite 155
JBSA Lackland AFB, TX 78236-9853

Address for hand delivery:
3515 S General McMullen, Suite 155
San Antonio, TX 78226-2018

with a copy to:

Paul Carroll
Program Manager, AFCEC/CIBE
9801 Reese Blvd. N., Ste 210
Lubbock, TX 79416
806-885-5010
paul.carroll.1@us.af.mil

City:

Josh Kristinek
City of Lubbock
806-775-3397
jkristinek@mylubbock.us

Address for mail and hand delivery:
PO Box 2000
1314 Avenue K
Lubbock, TX 79457

with a copy to:

John Turpin
City of Lubbock
806-775-2342
jturpin@mylubbock.us

Address for mail and hand delivery:
PO Box 2000
1314 Avenue K
Lubbock, TX 79457

SECTION 6.13. No Joint Venture.

Nothing contained in this ESCA shall make, nor shall be construed to make, the Parties partners or joint venturers with each other. Neither will anything in this ESCA render, nor be construed to render, either of the Parties liable to any third party for the debts or obligations of the other Party.

SECTION 6.14. Exhibits.

Exhibit A – Budget, is attached to and made a part of this ESCA by this reference for all purposes, Any subsequent amendments to Exhibit A also will be attached to and made a part of this ESCA by this reference for all purposes.

Upon execution the following exhibits and any subsequent amendments to them will be attached to and made a part of this ESCA by this reference for all purposes:

Exhibit B – Payment Certification

Exhibit C – Consulting Engineer Contract

Exhibit D – Construction Contract

Exhibit E – Funding Schedule

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Exhibit F – Change Orders (Each Change Order will be attached to this ESCA as **Exhibits F-1, F -2, F-3** et. seq.)

SECTION 6.15. Change of Circumstances.

Each Party will promptly notify the other Party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect such Party's ability to carry out any of its obligations under this ESCA.

SECTION 6.16. Force Majeure.

The Parties shall perform the requirements of this ESCA except to the extent performance is prevented or delayed by events that constitute force majeure. "Force majeure" is defined as any event arising from causes which are beyond the control of a Party and which cannot be overcome with due diligence, and include but are not limited to war, terrorism, riots, strikes and other labor issues, severe weather, legal action by private citizens or organizations that result in injunction, and acts of God, to the extent such events result in delays or cessation of the Project Work.

IN WITNESS WHEREOF, the Parties, by their authorized representatives, hereby cause this ESCA to be executed as of the Effective Date.

Air Force Signature Page to

Environmental Services Cooperative Agreement

For

Design, Bidding, Construction and Management Services

UNITED STATES AIR FORCE, acting by and through the SECRETARY OF THE AIR FORCE

By: _____

MARK A. CORRELL, P.E.
Deputy Assistant Secretary of the Air Force
(Environment, Safety and Infrastructure)

City Signature Page to

Environmental Services Cooperative Agreement

For

Design, Bidding, Construction and Management Services

CITY OF
LUBBOCK

By: _____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, Secretary

APPROVED AS TO CONTENT:

_____
John Turpin, P.E., Assistant Division Director of Public Works

APPROVED AS TO FORM;

_____
Amy L. Sims, Deputy City Attorney

Exhibit A

Budget

(See Attached)

Project: Reese Water Improvements Project Summary	Preliminary Cost Estimate			
Date of Estimate: December 2020				
Department: Engineering Services - CIP	QTY	Unit	Unit Price	Extended Amount
TOTAL PER SECTION				
SECTION A				$ 817,304.67
SECTION B				$ 1,875,705.11
SECTION C				$ 1,465,397.78
SECTION D				$ 878,675.00
SECTION E				$ 1,309,116.78
SUBTOTAL				**$ 6,346,199.33**
CITY OF LUBBOCK STAFF TIME		2%		$ 126,923.99
CONTINGENCY		8%		$ 507,695.95
SUBTOTAL				**$ 6,980,819.27**
ENGINEERING FEES FOR DESIGN		10%		$ 698,081.93
CONSTRUCTION INSPECTION FEES/EOR		6%		$ 418,849.16
ESTIMATED PROJECT TOTAL				**$ 8,097,750.35**

PHASE 1 - IMMEDIATE FUNDING NEEDS		
ENGINEERING FEES FOR DESIGN	$	698,081.93
INSPECTION AND EOR	$	418,849.16
EASMENT/ROW ACQUISITION (LINE ITEM 4 ON ALL SECTION COST ESTIMATES)	$	300,000.00
CITY OF LUBBOCK STAFF TIME	$	126,923.99
TOTAL PHASE 1	**$**	**1,416,931.08**

Project: Reese Water Improvements - Section A		Preliminary Cost Estimate			
Date of Estimate: December 2020					
Department: Engineering Services - CIP		QTY	Unit	Unit Price	Extended Amount
General					
1	MOBILIZATION	1	LS	$ 40,000.00	$ 40,000.00
2	TRENCH SAFETY SYSTEM	3,969	LF	$ 2.00	$ 7,938.00
3	TEMPORARY EROSION, SEDIMENT, AND WATER POLLUTION PREVENTION AND CONTROL - SWPPP	1	LS	$ 3,000.00	$ 3,000.00
4	EASMENT/ROW ACQUISITION	1	LS	$ 50,000.00	$ 50,000.00
5	TRAFFIC CONTROL	2	MO.	$ 5,000.00	$ 10,000.00
Street Repair					
6	ASPHALT REMOVAL	0	SY	$ 10.00	$ -
7	2" HMAC TYPE C	0	SY	$ 105.00	$ -
8	FLOWABLE FILL	978	CY	$ 150.00	$ 146,666.67
Water Improvements					
9	6" C-900 PVC PIPE (OPEN CUT)	480	LF	$ 65.00	$ 31,200.00
10	8" C-900 PVC PIPE (OPEN CUT)	3,300	LF	$ 80.00	$ 264,000.00
11	12" C-900 PVC PIPE (OPEN CUT)	0	LF	$ 100.00	$ -
12	8" SLICK BORE	500	LF	$ 200.00	$ 100,000.00
13	12" C-900 PVC PIPE IN 18" STEEL CASING - BORED UNDER LUBBOCK AND WESTERN RAILWAY, INCLUDING LUBBOCK WESTERN RAILWAY COORDINATION AND INSURANCE	0	LF	$ 500.00	$ -
14	12" X 8" TAPPING SLEEVE AND VALVE	1	EA	$ 4,000.00	$ 4,000.00
15	6" GATE VALVES AND VALVE BOX	12	EA	$ 1,500.00	$ 18,000.00
16	8" GATE VALVES AND VALVE BOX	4	EA	$ 2,500.00	$ 10,000.00
17	12" GATE VALVES AND VALVE BOX	1	EA	$ 3,500.00	$ 3,500.00
18	FIRE HYDRANT	12	EA	$ 4,000.00	$ 48,000.00
19	SERVIC CONNECTIONS	36	EA	$ 2,250.00	$ 81,000.00
20	PERMITS	0	LS	$ 35,000.00	$ -
SUBTOTAL					**$ 817,304.67**
	CITY OF LUBBOCK STAFF TIME		2%		$ 16,346.09
	CONTINGENCY		8%		$ 65,384.37
SUBTOTAL					**$ 899,035.13**
	ENGINEERING FEES FOR DESIGN		10%		$ 89,903.51
	CONSTRUCTION INSPECTION FEES/EOR		6%		$ 53,942.11
ESTIMATED PROJECT TOTAL					**$ 1,042,880.75**

Project: Reese Water Improvements - Section B		Preliminary Cost Estimate			
Date of Estimate: December 2020					
Department: Engineering Services - CIP		QTY	Unit	Unit Price	Extended Amount
General					
1	MOBILIZATION	1	LS	$ 90,000.00	$ 90,000.00
2	TRENCH SAFETY SYSTEM	7,497	LF	$ 2.00	$ 14,994.00
3	TEMPORARY EROSION, SEDIMENT, AND WATER POLLUTION PREVENTION AND CONTROL - SWPPP	1	LS	$ 3,000.00	$ 3,000.00
4	EASMENT/ROW ACQUISITION	1	LS	$ 100,000.00	$ 100,000.00
5	TRAFFIC CONTROL	2	MO.	$ 5,000.00	$ 10,000.00
Street Repair					
6	ASPHALT REMOVAL	2,889	SY	$ 10.00	$ 28,888.89
7	2" HMAC TYPE C	2,889	SY	$ 105.00	$ 303,333.33
8	FLOWABLE FILL	1,926	CY	$ 150.00	$ 288,888.89
Water Improvements					
9	6" C-900 PVC PIPE (OPEN CUT)	640	LF	$ 65.00	$ 41,600.00
10	8" C-900 PVC PIPE (OPEN CUT)	6,500	LF	$ 80.00	$ 520,000.00
11	12" C-900 PVC PIPE (OPEN CUT)	0	LF	$ 100.00	$ -
12	8" SLICK BORE	500	LF	$ 200.00	$ 100,000.00
13	12" C-900 PVC PIPE IN 18" STEEL CASING - BORED UNDER LUBBOCK AND WESTERN RAILWAY, INCLUDING LUBBOCK WESTERN RAILWAY COORDINATION AND INSURANCE	0	LF	$ 500.00	$ -
14	12" X 8" TAPPING SLEEVE AND VALVE	4	EA	$ 4,000.00	$ 16,000.00
15	6" GATE VALVES AND VALVE BOX	16	EA	$ 1,500.00	$ 24,000.00
16	8" GATE VALVES AND VALVE BOX	7	EA	$ 2,500.00	$ 17,500.00
17	12" GATE VALVES AND VALVE BOX	3	EA	$ 3,500.00	$ 10,500.00
18	FIRE HYDRANT	16	EA	$ 4,000.00	$ 64,000.00
19	SERVIC CONNECTIONS	108	EA	$ 2,250.00	$ 243,000.00
20	PERMITS	0	LS	$ 35,000.00	$ -
SUBTOTAL					**$ 1,875,705.11**
	CITY OF LUBBOCK STAFF TIME		2%		$ 37,514.10
	CONTINGENCY		8%		$ 150,056.41
SUBTOTAL					**$ 2,063,275.62**
	ENGINEERING FEES FOR DESIGN		10%		$ 206,327.56
	CONSTRUCTION INSPECTION FEES/EOR		6%		$ 123,796.54
ESTIMATED PROJECT TOTAL					**$ 2,393,399.72**

Project: Reese Water Improvements - Section C		Preliminary Cost Estimate			
Date of Estimate: December 2020					
Department: Engineering Services - CIP		QTY	Unit	Unit Price	Extended Amount
General					
1	MOBILIZATION	1	LS	$ 70,000.00	$ 70,000.00
2	TRENCH SAFETY SYSTEM	7,560	LF	$ 2.00	$ 15,120.00
3	TEMPORARY EROSION, SEDIMENT, AND WATER POLLUTION PREVENTION AND CONTROL - SWPPP	1	LS	$ 3,000.00	$ 3,000.00
4	EASMENT/ROW ACQUISITION	1	LS	$ 50,000.00	$ 50,000.00
5	TRAFFIC CONTROL	3	MO.	$ 5,000.00	$ 15,000.00
Street Repair					
6	ASPHALT REMOVAL	1,822	SY	$ 10.00	$ 18,222.22
7	2" HMAC TYPE C	1,822	SY	$ 105.00	$ 191,333.33
8	FLOWABLE FILL	1,215	CY	$ 150.00	$ 182,222.22
Water Improvements					
9	6" C-900 PVC PIPE (OPEN CUT)	600	LF	$ 65.00	$ 39,000.00
10	8" C-900 PVC PIPE (OPEN CUT)	4,100	LF	$ 80.00	$ 328,000.00
11	12" C-900 PVC PIPE (OPEN CUT)	2,500	LF	$ 100.00	$ 250,000.00
12	8" SLICK BORE	500	LF	$ 200.00	$ 100,000.00
13	12" C-900 PVC PIPE IN 18" STEEL CASING - BORED UNDER LUBBOCK AND WESTERN RAILWAY, INCLUDING LUBBOCK WESTERN RAILWAY COORDINATION AND INSURANCE	0	LF	$ 500.00	$ -
14	12" X 8" TAPPING SLEEVE AND VALVE	3	EA	$ 4,000.00	$ 12,000.00
15	6" GATE VALVES AND VALVE BOX	15	EA	$ 1,500.00	$ 22,500.00
16	8" GATE VALVES AND VALVE BOX	7	EA	$ 2,500.00	$ 17,500.00
17	12" GATE VALVES AND VALVE BOX	3	EA	$ 3,500.00	$ 10,500.00
18	FIRE HYDRANT	15	EA	$ 4,000.00	$ 60,000.00
19	SERVIC CONNECTIONS	36	EA	$ 2,250.00	$ 81,000.00
20	PERMITS	0	LS	$ 35,000.00	$ -
SUBTOTAL					**$ 1,465,397.78**
	CITY OF LUBBOCK STAFF TIME		2%		$ 29,307.96
	CONTINGENCY		8%		$ 117,231.82
SUBTOTAL					**$ 1,611,937.56**
	ENGINEERING FEES FOR DESIGN		10%		$ 161,193.76
	CONSTRUCTION INSPECTION FEES/EOR		6%		$ 96,716.25
ESTIMATED PROJECT TOTAL					**$ 1,869,847.56**

Project: Reese Water Improvements - Section D		Preliminary Cost Estimate			
Date of Estimate: December 2020					
Department: Engineering Services - CIP		QTY	Unit	Unit Price	Extended Amount
General					
1	MOBILIZATION	1	LS	$ 45,000.00	$ 45,000.00
2	TRENCH SAFETY SYSTEM	7,088	LF	$ 2.00	$ 14,175.00
3	TEMPORARY EROSION, SEDIMENT, AND WATER POLLUTION PREVENTION AND CONTROL - SWPPP	1	LS	$ 3,000.00	$ 3,000.00
4	EASMENT/ROW ACQUISITION	1	LS	$ 50,000.00	$ 50,000.00
5	TRAFFIC CONTROL	3	MO.	$ 5,000.00	$ 15,000.00
Street Repair					
6	ASPHALT REMOVAL	0	SY	$ 10.00	$ -
7	2" HMAC TYPE C	0	SY	$ 105.00	$ -
8	FLOWABLE FILL	0	CY	$ 150.00	$ -
Water Improvements					
9	6" C-900 PVC PIPE (OPEN CUT)	600	LF	$ 65.00	$ 39,000.00
10	8" C-900 PVC PIPE (OPEN CUT)	0	LF	$ 80.00	$ -
11	12" C-900 PVC PIPE (OPEN CUT)	6,150	LF	$ 100.00	$ 615,000.00
12	8" SLICK BORE	0	LF	$ 200.00	$ -
13	12" C-900 PVC PIPE IN 18" STEEL CASING - BORED UNDER LUBBOCK AND WESTERN RAILWAY, INCLUDING LUBBOCK WESTERN RAILWAY COORDINATION AND INSURANCE	0	LF	$ 500.00	$ -
14	12" X 8" TAPPING SLEEVE AND VALVE	0	EA	$ 4,000.00	$ -
15	6" GATE VALVES AND VALVE BOX	15	EA	$ 1,500.00	$ 22,500.00
16	8" GATE VALVES AND VALVE BOX	0	EA	$ 2,500.00	$ -
17	12" GATE VALVES AND VALVE BOX	3	EA	$ 3,500.00	$ 10,500.00
18	FIRE HYDRANT	15	EA	$ 4,000.00	$ 60,000.00
19	SERVIC CONNECTIONS	2	EA	$ 2,250.00	$ 4,500.00
20	PERMITS	0	LS	$ 35,000.00	$ -
SUBTOTAL					**$ 878,675.00**
	CITY OF LUBBOCK STAFF TIME		2%		$ 17,573.50
	CONTINGENCY		8%		$ 70,294.00
SUBTOTAL					**$ 966,542.50**
	ENGINEERING FEES FOR DESIGN		10%	-	$ 96,654.25
	CONSTRUCTION INSPECTION FEES/EOR		6%		$ 57,992.55
ESTIMATED PROJECT TOTAL					**$ 1,121,189.30**

Project: Reese Water Improvements - Section E		Preliminary Cost Estimate			
Date of Estimate: December 2020					
Department: Engineering Services - CIP		QTY	Unit	Unit Price	Extended Amount
General					
1	MOBILIZATION	1	LS	$ 65,000.00	$ 65,000.00
2	TRENCH SAFETY SYSTEM	6,395	LF	$ 2.00	$ 12,789.00
3	TEMPORARY EROSION, SEDIMENT, AND WATER POLLUTION PREVENTION AND CONTROL - SWPPP	1	LS	$ 3,000.00	$ 3,000.00
4	EASMENT/ROW ACQUISITION	1	LS	$ 50,000.00	$ 50,000.00
5	TRAFFIC CONTROL	3	MO.	$ 5,000.00	$ 15,000.00
Street Repair					
6	ASPHALT REMOVAL	622	SY	$ 10.00	$ 6,222.22
7	2" HMAC TYPE C	622	SY	$ 105.00	$ 65,333.33
8	FLOWABLE FILL	415	CY	$ 150.00	$ 62,222.22
Water Improvements					
9	6" C-900 PVC PIPE (OPEN CUT)	400	LF	$ 65.00	$ 26,000.00
10	8" C-900 PVC PIPE (OPEN CUT)	4,760	LF	$ 80.00	$ 380,800.00
11	12" C-900 PVC PIPE (OPEN CUT)	930	LF	$ 100.00	$ 93,000.00
12	8" SLICK BORE	500	LF	$ 200.00	$ 100,000.00
13	12" C-900 PVC PIPE IN 18" STEEL CASING - BORED UNDER LUBBOCK AND WESTERN RAILWAY, INCLUDING LUBBOCK WESTERN RAILWAY COORDINATION AND INSURANCE	150	LF	$ 500.00	$ 75,000.00
14	12" X 8" TAPPING SLEEVE AND VALVE	1	EA	$ 4,000.00	$ 4,000.00
15	6" GATE VALVES AND VALVE BOX	10	EA	$ 1,500.00	$ 15,000.00
16	8" GATE VALVES AND VALVE BOX	7	EA	$ 2,500.00	$ 17,500.00
17	12" GATE VALVES AND VALVE BOX	2	EA	$ 3,500.00	$ 7,000.00
18	FIRE HYDRANT	10	EA	$ 4,000.00	$ 40,000.00
19	SERVIC CONNECTIONS	105	EA	$ 2,250.00	$ 236,250.00
20	PERMITS	1	LS	$ 35,000.00	$ 35,000.00
SUBTOTAL					$ 1,309,116.78
	CITY OF LUBBOCK STAFF TIME		2%		$ 26,182.34
	CONTINGENCY		8%		$ 104,729.34
SUBTOTAL					$ 1,440,028.46
	ENGINEERING FEES FOR DESIGN		10%		$ 144,002.85
	CONSTRUCTION INSPECTION FEES/EOR		6%		$ 86,401.71
ESTIMATED PROJECT TOTAL					$ 1,670,433.01

Exhibit B
Payment Certification

(See Attached)

PAYMENT CERTIFICATION

The undersigned certifies on behalf of the City of Lubbock ("**City**") to the Air Force Civil Engineer Center ("**Air Force**") that the information set forth herein is accurate and complete and that the withdrawal of $_____ from the ESCA Account will be paid to _____ for the Project Work more particularly described in the attached invoice of _____, dated _____, 202_.

As used herein, "Project Work" has the meaning ascribed to that term in the Environmental Services Cooperative Agreement for Design, Bidding, Construction and Management Services dated _____, 2021, between the City and the Air Force.

CITY OF LUBBOCK

By: _____

[Name][Title]

Date: _____

EXHIBIT C

Consulting Engineer Contract

(See Attached)

Exhibit D

Construction Contract

(See Attached)

Exhibit E

Funding Schedule

(See attached)

Exhibit F

Change Orders

(See Attached)]

Regular City Council Meeting **7. 12.**

Meeting Date: 09/28/2021

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Change Order No. 2 to Contract 15325 with Red River Construction, Co., for the construction of the Southeast Water Reclamation Plant, Plant 3 Improvements Project.

Item Summary

On August 11, 2020, the City Council awarded Contract 15325 to Red River Construction Company, in the amount of $7,257,052, for the construction of the Southeast Water Reclamation Plant (SEWRP) Plant 3 Improvements Project. The work of the project included replacement of rotating mechanisms in two secondary clarifiers, replacement of underground and overhead air piping, construction of a return activated sludge pumping station, and associated electrical improvements.

On January 26, 2021, City Council authorized Change Order No. 1 for emergency repairs on a 36-inch influent pipe, in the amount of $391,736.14, with a 91-day contract extension.

Change Order No. 2 will incorporate 11 proposed contract modifications, including additions of air valves for sludge pumps, modifications of the non-potable water piping network, de-watering of the aeration basins, and modifications to the aeration diffuser grid.

Staff and the consulting engineer negotiated Change Order No. 2 with Red River Construction Company, in the amount of $308,243.89, with 119 days of additional time for construction.

Fiscal Impact

Change Order No. 2 for $308,243.89, is funded in Capital Improvement Project 92444, SEWRP Improvements Plant 3.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

10112_Resolution (L))
10112_Change_Order_2 (L)_Combined (1)
Change Order No. 1
Location Exhibit
CIP Spreadsheet
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, Change Order No. 02 to that certain Contract No. 15325 by and between the City of Lubbock and Red River Construction for the Southeast Water Reclamation Project – Plant 3 Improvements, and related documents. Said Change Order No. 02 is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.Contract 15325 CO#2 – SEWRP Plant 3
09.09.21

Office of Purchasing and Contract Management
Change Order

Contract No: 15325	Contractor: Red River Construction
Change Order No: 2	Contract Title: SEWRP – Plant 3 Improvements Project
Bid/RFP No: 20-15325-CM	Project No: 92444.9242.30000

"Change Order" means a written order to a Contractor, executed by the Owner, in accordance with the Contract authorizing an addition to, deletion from, or adjustment or revision of the requirements of the Contract documents, or an adjustment to the compensation payable to the Contractor, or to the time for performance of the Contract and completion of the project, or a combination thereof, which does not alter the nature of project and is an integral part of the project objective. Adjustments to "Estimated Quantities" to a line time in a Unit Price Contract do not require a Change Order. All work that alters the nature of the construction or that is not an integral part of the project objective must be let out for public bid.

Description of Change (alteration, deviation, addition, or deletion) caused by conditions encountered during construction not covered by the specifications and drawings of the project (attached additional pages is necessary:

Per attached backup material, this Change Order #2 includes the following items: **Item 1)** Four additional combination air valves at the RAS pumps at a cost of +$15,556.21. **Item 2)** Relocation of existing and proposed WAS pumps at a cost of +$76,918.62 and +7 days. **Item 3)** New Plant 3 NPW loop at a cost of +$99,581.72 and +45 days. **Item 4)** Additional dewatering pumps for aeration basin exploratory work at a cost of +$12,476.19. **Item 5)** Additional dewatering pumps for aeration basin exploratory work beyond Item 4 at a cost of +$19,857.33, and +7 days. **Item 6)** Concrete coating credit of -$300,000.00. **Item 7)** Additional electrical junction boxes at a cost of +$3,721.26. **Item 8)** Piping and installation to reconnect existing aeration grid to new aeration lateral piping at a cost of +$308,015.43 and +45 days. **Item 9)** Additional work associated with the NPW line at a cost of +$46,559.87 and +10 days. **Item 10)** NPW piping modification at EPS-1 at a cost of +$10,596.44 and +2 days. **Item 11)** Potable RAS pump seal water at a cost of +$14,960.82 and +3 days.

Where the Change Order is negotiated, the Change Order must be fully documented and itemized as to costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs, profit and overhead. Where certain unit prices are contained in the initial Contract, no deviations are allowed in computing negotiated change order costs.

ITEMIZED COSTS MUST BE FULLY DOCUMENTED AND ATTACHED TO THIS FORM.

ITEM	DESCRIPTION		AMOUNT
A.	ORIGINAL CONTRACT VALUE:		$7,257,052.00
B.	AMOUNT OF THIS CHANGE ORDER: Note: Council approval required if (+/-) $50,000		$308,243.89
	COST CENTER: 4545	ACCOUNT: 92444.9242.30000	
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A)		4.25%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:		$391,736.14
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D)		$699,980.03
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): (25% maximum)		9.65%
G.	NEW CONTRACT AMOUNT (A+E):		$7,957,032.03

It is mutually agreed that the above dollar amount and the time extension, as applicable, as set forth in this Change Order constitutes full compensation to the Contractor for all costs, expenses and damages to the Contractor, whether direct, consequential or otherwise, in anyway incident to, or arising out of, or resulting directly or indirectly; from the work performed or modified by the Contractor under this Change Order.

This Change Order is not valid without the following signatures *(please sign in order and return 3 originals with the Contract Cover Sheet to Purchasing and Contract Management department)*:

(1) Contractor — Date: 8/31/21

(2) Project Architect/Engineer — Date: 8/31/21

(3) Owner's Representative — Date: 09/08/2021

(4) Director of Purchasing & Contract Management — Date: 9.08.2021

(5) Capital Project Manager — Date: 9/8/21

(6) City Attorney — Date: 9-9-21

Change Orders over $50,000.00 require a Contract Cover Sheet and the following signatures:

(7) Mayor — Date

(8) City Secretary — Date

Council Date: _____ Agenda Item #: _____ Resolution #: _____

Engineers...Working Wonders With Water®

August 31, 2021

Mr. Zoltan Fekete, P.E.
Senior Engineer
City of Lubbock, Texas
1314 Avenue K
Lubbock, TX 79401

Subject: SEWRP Plant 3 Improvements Project
Change Order #2

Dear Mr. Fekete:

Attached with this letter is documentation for Change Order #2.

Item	Description	Cost Impact	Time Impact	Status
1	Four additional combination air valves, one per RAS pump	+$15,556.21	No Time	Recommended as modified by Carollo
2	Relocation of existing and proposed WAS pumps	+$76,918.62	7 days	Recommended as modified by Carollo
3	New Plant 3 NPW loop	+$99,581.72	45 days	Recommended by Carollo
4	Additional dewatering pumps for aeration basin exploratory work	+$12,476.19	No Time	Recommended by Carollo
5	Additional dewatering pumps for aeration basin exploratory work beyond Item 4	+$19,857.33	7 days	Recommended by Carollo
6	Credit for not coating interior concrete surfaces of the existing secondary clarifiers	-$300,000.00	No Time	Recommended by Carollo
7	Additional electrical junction boxes	+$3,721.26	No Time	Recommended by Carollo
8	Piping and installation to reconnect existing aeration grid to new aeration lateral piping and drops	+$308,015.43	45 days	Recommended by Carollo
9	Additional work associated with the NPW line	+$46,559.87	10 days	Recommended as modified by Carollo
10	NPW piping modification at EPS1	+$10,596.44	2 days	Recommended as modified by Carollo
11	Substitution of potable water for NPW for RAS pump seal water	+$14,960.82	3 days	Recommended as modified by Carollo
	Total Contract Impacts from CO #2 PCOs:	**+$308,243.89**	**+119 days**	

Items recommended for inclusion with Change Order #2 are described in more detail as follows:

8911 Capital of Texas Highway North, Suite 2200, Austin, Texas 78759
P. 512.453.5383 F. 512.453.0101
carollo.com

Item 1

During the submittal process the Engineer identified four combination air valves that were not shown on the Drawings. These valves were to be located upstream of each check valve on the four RAS pumps to ensure opening of the check valve would not be hindered by air binding upon pump startup.

RRC is requesting $15,556.21 and an additional 7 days of contract time for additional work required to purchase and install the four valves. The Engineer and RPR have reviewed the request, and have found the cost and effort to be in line with what would be expected, but do not find a basis for requesting a contract time extension associated with these additional valves.

The following documents are attached to support Item 1:

1. Potential Change Order (PCO) #005 dated February 23, 2021 from Heath Staffeld of RRC with the proposal and cost backup for the additional work.

2. PCO #005 Response from Jason Anderson of Carollo Engineers with the Engineer's response to the proposal.

Item 2

During construction a suggestion was made by SEWRP Staff that WAS pumps that have always been at the east end of the aeration basin gallery could be moved to the location previously occupied by the RAS pumps near the access stairway at the west end of the aeration basin gallery. This relocation is much better for operation and maintenance access, particularly given that replacement of the aeration basin influent line under Change Order No. 1 resulted in a 36-inch pipe crossing the gallery, thereby requiring the addition of a stairway to allow the pipe to be crossed to access the east end of the aeration basin gallery. The relocation of the WAS pumps also shortens the WAS discharge line, allows the pumps to be oriented in a way providing much better access for maintenance, and places the WAS flow meter in a better location for use and maintenance.

The Engineer provided sketches to RRC to help develop an approach and a cost for relocation of the WAS pumps. Based upon this information, RRC proposed a cost of $76,918.62 and an additional 21 days of contract time for the additional work. The Engineer and RPR have reviewed the proposal, and have found the cost and effort to be in line with what would be expected, but do not find a basis for requesting a 21-day contract time extension associated with this additional work. After further consideration, 7 days contract time extension was deemed appropriate.

The following documents are attached to support Item 2:

1. PCO #006 dated April 21, 2021 from Heath Staffeld of RRC with the proposal and cost backup for the additional work.

2. PCO #006 Response from Jason Anderson of Carollo Engineers with the Engineer's response to the proposal.

Item 3

The Plant 3 Improvements Project did not intend any change to the non-potable water (NPW) service lines serving Plant 3. NPW service is required for hose valve stations near the new RAS pump station, and secondary clarifiers, and for the spray bars in the new scum pump stations. It was understood that NPW water had not been available to the final clarifiers in Plant 3 for some time, but the project assumed the service could be re-established from the Plant 3 Effluent Pump Station. RRC performed exploratory digging to locate the NPW piping. No live pipe could be located. Eventually, a large plug made up of IFAS media was removed in the main NPW line connecting from the Plant 4 Effluent Pump Station. Ultimately it was determined that the only practical way to re-establish NPW service in Plant 3 was to install a new NPW loop. RRC was requested to submit a proposal for constructing a new NWP loop in Plant 3.

RRC proposed a cost of $99,581.72 and an additional 45 days of contract time for the additional work. The Engineer and RPR have reviewed the proposal, and have found the cost and effort to be in line with what would be expected, and also agree with the request for a 45-day contract time extension associated with this additional work.

The following documents are attached to support Item 3:

1. PCO #007 dated April 27, 2021 from Heath Staffeld of RRC with the proposal and cost backup for the additional work.

2. PCO #007 Response from Jason Anderson of Carollo Engineers with the Engineer's response to the proposal.

Item 4

The Plant 3 Improvements Project requires each of the three existing aeration basins be dewatered to allow installation of new aeration piping to the existing aeration grids. RRC began dewatering Basin 1 first. There were instances of the basin being dewatered to a certain point on a Friday, only to return on Monday morning to find the basin filled with water again. This discovery led to the need to employ additional pumps to allow pumping that would overcome whatever inflow was happening.

RRC proposed a cost of $12,476.19 for the additional work associated with procurement and installation of additional pumps. The Engineer and RPR have reviewed the proposal, and have found the cost and effort to be in line with what would be expected.

The following documents are attached to support Item 4:

1. PCO #008 dated May 5, 2021 from Heath Staffeld of RRC with the proposal and cost backup for the additional work.

2. PCO #008 Response from Jason Anderson of Carollo Engineers with the Engineer's response to the proposal.

Item 5

The Plant 3 Improvements Project requires each of the three existing aeration basins be dewatered to allow installation of new aeration piping to the existing aeration grids. After additional pumping efforts associated with PCO #008 RRC continued to find the aeration basin re-filling with water, and no apparent point of leakage could be found. This continued issue led to the need to employ additional 6-inch, 4-inch, and 3-inch pumps to allow pumping that would overcome the inflow that was being experienced.

RRC proposed a cost of $19,857.33 for the additional work associated with procurement and installation of additional pumps. If pumping would need to be continued after the first week, the cost was proposed at $12,821.40 per week. The proposal also requested a 7-day extension to the contract time. The Engineer and RPR have reviewed the proposal, and have found the cost and effort to be in line with what would be expected, and also agree with the request for a 7-day contract time extension associated with this additional work.

The following documents are attached to support Item 5:

1. PCO #009 dated May 5, 2021 from Heath Staffeld of RRC with the proposal and cost backup for the additional work.

2. PCO #009 Response from Jason Anderson of Carollo Engineers with the Engineer's response to the proposal.

Item 6

The Plant 3 Improvements Project specified the interior concrete surfaces of the existing secondary clarifiers be coated with an elastomeric polyurethane coating. After dewatering Secondary Clarifier No. 2, the concrete was found to be in excellent condition. Because of the condition of the concrete, the coating of the concrete was reconsidered, and a credit to not coat the concrete was requested.

RRC proposed a credit of $300,000.00 for not coating the interior concrete surfaces of the existing secondary clarifiers. The Engineer and RPR have reviewed the proposal, and have found the credit to be in line with what would be expected.

The following documents are attached to support Item 6:

1. PCO #010 dated May 5, 2021 from Heath Staffeld of RRC with the proposal and cost backup for the additional work.

2. PCO #010 Response from Jason Anderson of Carollo Engineers with the Engineer's response to the proposal.

Item 7

Relocation of the WAS pumps as recommended in Item 2 of this Change Order No. 2 resulted in two existing electrical junction boxes being in conflict with relocated WAS pump suction piping. To address this issue, a pair of new junction boxes were proposed by RRC. The wiring from the existing boxes will be extended to the new boxes that will be mounted below the WAS pipe.

RRC proposed a cost of $3,721.26 for the additional work associated with procurement and installation of the new junction boxes. The Engineer and RPR have reviewed the proposal, and have found the cost and effort to be in line with what would be expected.

The following documents are attached to support Item 7:

1. PCO #011 dated July 19, 2021 from Heath Staffeld of RRC with the proposal and cost backup for the additional work.

2. PCO #011 Response from Jason Anderson of Carollo Engineers with the Engineer's response to the proposal.

Item 8

The Plant 3 Improvements Project did not intend any change to the existing aeration basin diffuser grids, other than reconnection of the grids to the new aeration lateral piping. The new piping reduces the number of drops to the aeration grids from 28 per basin to six per basin, thereby preparing for application of future dissolved oxygen control when Plant 3 is converted to biological nutrient removal (BNR). Details for how the connection from the new drops to the existing aeration grid were not provided, as it was expected that what the Contractor found upon dewatering the basin could impact the approach taken. Once the first of the three aeration basins was successfully dewatered RRC was able to work with the Engineer and the diffuser manufacturer Sanitaire to develop the approach for reconnecting the aeration grid.

RRC proposed a cost of $308,015.43 and an additional 90 days of contract time for the additional work. The Engineer and RPR have reviewed the proposal, and have found the cost and effort to be in line with what would be expected, but do not find a basis for requesting a 90-day contract time extension associated with this additional work, as the work was a part of the original scope of work. After further consideration, 45 days contract time extension was deemed appropriate, or 15 days per basin as the Contractor could not have fully understood the effort required until the conditions were known upon basin dewatering.

The following documents are attached to support Item 8:

1. PCO #012.2 dated August 24, 2021 from Dean Porter of RRC with the proposal and cost backup for the additional work.

2. PCO #012.2 Response from Jason Anderson of Carollo Engineers with the Engineer's response to the proposal.

Item 9

As noted for Item 3, the Plant 3 Improvements Project did not intend any change to the non-potable water (NPW) service lines serving Plant 3. NPW service is required for hose valve stations near the new RAS pump station, and secondary clarifiers, and for the spray bars in the new scum pump stations. It was understood that NPW water had not been available to the final clarifiers in Plant 3 for some time, but the project assumed the service could be re-established from the Plant 3 Effluent Pump Station. RRC performed exploratory digging to locate the NPW piping. No live pipe could be located. Eventually, a large plug made up of IFAS media was removed in the main NPW line connecting from the Plant 4 Effluent Pump Station, requiring removal of an existing valve, and extensive flushing of the line. A new connection was made, and a blow-off connection and valve was installed to aid WWTP staff if future problems are encountered. The NWP line has also required hand excavation under existing duct banks, locating of additional duct banks, and installation of flowable fill.

RRC proposed a cost of $46,559.87 and an additional 17 days of contract time for the additional work. The Engineer and RPR have reviewed the proposal, and have found the cost and effort to be in line with what would be expected, but do not find a basis for requesting a 17-day contract time extension associated with this additional work. After further consideration, 10 days contract time extension was deemed appropriate.

The following documents are attached to support Item 9:

1. PCO #013 dated July 29, 2021 from Dean Porter of RRC with the proposal and cost backup for the additional work.

2. PCO #013 Response from Jason Anderson of Carollo Engineers with the Engineer's response to the proposal.

Item 10

As noted for Item 3, the Plant 3 Improvements Project did not intend any change to the non-potable water (NPW) service lines serving Plant 3, but a new NPW loop is needed to allow the new systems to function properly. As part of the new NPW loop a new pipe has been installed from the discharge of the existing NPW pump at the Plant 3 Effluent Pump Station. This pipe was run straight from the pump discharge at an elevation approximately 5 feet above the slab. The City staff has requested this pipe be lowered so that it may be stepped over, rather than ducked under, for improved safety when performing maintenance activities in the pump station area.

RRC proposed a cost of $10,596.44 and an additional 4 days of contract time for the additional work. The Engineer and RPR have reviewed the proposal, and have found the cost and effort to be in line with what would be expected, but do not find a basis for requesting a 4-day contract time extension associated with this additional work. After further consideration, 2 days contract time extension was deemed appropriate.

The following documents are attached to support Item 10:

1. PCO #014 dated July 30, 2021 from Dean Porter of RRC with the proposal and cost backup for the additional work.

2. PCO #014 Response from Jason Anderson of Carollo Engineers with the Engineer's response to the proposal.

Item 11

The Plant 3 Improvements Project includes new return activated sludge (RAS) pumps, with two pumps dedicated to each secondary clarifier. The new pumps are vertical turbine solids handling pumps (VTSH) that have allowed complete replacement of the existing RAS pumps, and offer improved maintenance access and improved process control. The RAS pumps are critical to the treatment process. As with other types of pumps, VTSH pumps have shaft seals that require seal water to keep them clean and lubricated. It is common to provide non-potable seal water to pumps in a wastewater application, and the design intent was to provide NPW to the pump seals. Given the experience on the project with the NPW piping, and the plugging that was cleared in the existing NPW line as described in Item 9, the pump manufacturer, Flowserve, has recommended that the VTSH pump seal water to be provided be potable water rather than NPW. After further consideration, the Engineer agrees that given the critical nature of the RAS pumps to the treatment process, and the investment associated with this type of pump it would be best to avoid potential issues that might be associated with the use of NPW as seal water, and instead provide a backflow preventer and new 1-inch potable water service line from an available potable water line near the Plant 3 blower building.

RRC proposed a cost of $14,960.82 and an additional 7 days of contract time for the additional work. The Engineer and RPR have reviewed the proposal, and have found the cost and effort to be in line with what would be expected, but do not find a basis for requesting a 7-day contract time extension associated with this additional work. After further consideration, 3 days contract time extension was deemed appropriate.

The following documents are attached to support Item 11:

1. PCO #015 dated August 4, 2021 from Dean Porter of RRC with the proposal and cost backup for the additional work.

2. PCO #015 Response from Jason Anderson of Carollo Engineers with the Engineer's response to the proposal.

The change in contract price associated with items 1 through 11 is summarized below:

- Original contract price : $7,257,052
- Net increase in price of this change order: +$308,243.89
- Contract price with all approved change orders: $7,957,032.03
- Original contract time: 600 Days to Final Completion
- Net increase of time with this change order: +119 days
- Contract time with all approved change orders: 810 days to Final Completion

After you have had a chance to review this information, we are available to discuss any questions or comments, at your convenience. Please contact, Jason Anderson, or myself with any questions.

Thank you for the opportunity to provide construction phase services for the City of Lubbock. We look forward to continuing to work with you and City staff on this project through its successful completion.

Sincerely,

CAROLLO ENGINEERS, INC.

Hani E. Michel, P.E.
Project Manager

JEA:jea

cc: Josh Kristinek, P.E.
Mary Gonzales
Mark Aaron Carpenter
Jason Anderson, P.E.

Office of Purchasing and Contract Management
Change Order

Contract No: 15325	Contractor: Red River Construction
Change Order No: 1	Contract Title: SEWRP – Plant 3 Improvements Project
Bid/RFP No: 20-15325-CM	Project No: 92444.9242.30000

"Change Order" means a written order to a Contractor, executed by the Owner, in accordance with the Contract authorizing an addition to, deletion from, or adjustment or revision of the requirements of the Contract documents, or an adjustment to the compensation payable to the Contractor, or to the time for performance of the Contract and completion of the project, or a combination thereof, which does not alter the nature of project and is an integral part of the project objective. Adjustments to "Estimated Quantities" to a line time in a Unit Price Contract do not require a Change Order. All work that alters the nature of the construction or that is not an integral part of the project objective must be let out for public bid.

Description of Change (alteration, deviation, addition, or deletion) caused by conditions encountered during construction not covered by the specifications and drawings of the project (attached additional pages is necessary:

Per attached backup material, this Change Order #1 includes the following items: **Item 1)** Setup of emergency bypass pumping and bypass pumping for two months at a cost of $233,487.81 and 49 additional days. **Item 2)** Reduction in the size of the Engineer's on-site trailer and reduction in office equipment requirements at a credit of $2,616.66. **Item 3)** Emergency replacement of 50 year old 39" and 30" Prestressed Concrete Cylinder Pressure (PCCP) pipe with 36" PS75 and 30" PVC C-900 pipe at a cost of $160,864.99 and 42 additional days of construction time.

Where the Change Order is negotiated, the Change Order must be fully documented and itemized as to costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs, profit and overhead. Where certain unit prices are contained in the initial Contract, no deviations are allowed in computing negotiated change order costs.

ITEMIZED COSTS MUST BE FULLY DOCUMENTED AND ATTACHED TO THIS FORM.

ITEM	DESCRIPTION		AMOUNT
A.	ORIGINAL CONTRACT VALUE:		$7,257,052.00
B.	AMOUNT OF THIS CHANGE ORDER: Note: Council approval required if (+/-) $50,000		$391,736.14
	COST CENTER: 92444	ACCOUNT: 9242.30000	
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A)		5.40%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:		$0.00
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D)		$391.736.14
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): (25% maximum)		5.40%
G.	NEW CONTRACT AMOUNT (A+E):		$7,648,788.14

It is mutually agreed that the above dollar amount and the time extension, as applicable, as set forth in this Change Order constitutes full compensation to the Contractor for all costs, expenses and damages to the Contractor, whether direct, consequential or otherwise, in anyway incident to, or arising out of, or resulting directly or indirectly; from the work performed or modified by the Contractor under this Change Order.

This Change Order is not valid without the following signatures *(please sign in order and return 3 originals with the Contract Cover Sheet to Purchasing and Contract Management department)*:

(1) Contractor — Date: 12/22/20

(2) Project Architect/Engineer — Date: 12/22/20

(3) Owner's Representative — Date: 12/28/2020

(4) Director of Purchasing & Contract Management — Date: 12/29/20

(5) Capital Project Manager — Date: 1-11-21

(6) City Attorney — Date: 1-11-21

Change Orders over $50,000.00 require a Contract Cover Sheet and the following signatures:

(7) Mayor — Date: _____

(8) City Secretary — Date: _____

Council Date: _____ Agenda Item #: _____ Resolution #: _____

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.

Southeast Water Reclamation Plant
Plant 3 Improvements

City of Lubbock TEXAS

City of Lubbock
Capital Project
Project Cost Detail
September 28, 2021

Capital Project Number:	92444
Capital Project Name:	SEWRP Improvements Plant 3

	Budget
Encumbered/Expended	
Staff Time	$ 10,293
Advertising for RFQ, RFP	2,201
Professional Services Contract 13422 with Carollo Engineers	643,431
Professional Services Contract with PSC for Clarifier Design	49,900
Payment to UCA for emergency repairs at Headworks	888,859
Contract with Dowtech Contractors for Clarifier Repair	324,000
Contract 15325 with Red River Construction, Co.,	7,257,052
Contract with Carollo Engineers for EOR/RPR Services	646,120
Contract with Wunderlich Malic for SCADA Integration	88,850
Change Order 1 to Contract 15325 with Red River	391,736
Agenda Item September 28, 2021	
Change Order 2 to Contract 15325 with Red River	308,244
Encumbered/Expended To Date	10,610,686
Estimated Cost for Remainaing Appropriation	
SEWRP Improvements	520,581
Remaining Appropriation	520,581
Total Appropriation	$ 11,131,267

Project Name **SEWRP Improvements Plant 3** *Project Number* **92444**

Managing Department **Public Works Engineering**

Project Manager **Josh Kristinek**

Project Classification **Infrastructure Improvements**

Project Status **Approved**

Project Scope

This project includes the design and construction of Southeast Water Reclamation Plant (SEWRP) Plant 3 improvements to the secondary clarifier system, sludge pumping system, and air handling system.

This project will upgrade the plant to stop short circuiting of the clarifier mechanisms which have caused a Notice of Violation with the Texas Commission on Environmental Quality (TCEQ). This project will also repair and replace the air header and associated piping and pumps to prepare for the future SEWRP Phase IV project that includes Biological Nutrient Removal.

Project Start Date - Design:2/14/2018
Project End Date - Design: 2/18/2020
Bid Date - Construction: 5/8/2020
Award Date for Bid - Construction:8/6/2020
Project Start Date - Construction:9/28/2020
Project End Date - Construction:11/14/2022

Project Justification

Replacing and updating aging infrastructure on Plant 3 improves the wastewater treatment plant performance and will reduce emergency maintenance expenditures and system failures.

Project History

$1.0 million was appropriated in the FY 2016-17 Budget, Ord. No. 2016-O0135, October 1, 2016.
$1.5 million was appropriated in the FY 2017-18 Budget, Ord. No. 2017-O0111, October 1, 2017.
$4.8 million was appropriated in the FY 2019-20 Budget, Ord. No. 2019-O0129, October 1, 2019.
$956,267 was appropriated in FY 2019-20, BCR# 1920-5, March 10, 2020.
$1,200,000 was appropriated in FY 2019-20, BCR# 1920-9, July 8, 2020.
$800,000 was appropriated in the FY 2020-21 Budget, Ord. No. 2020-O0123, October 1, 2020.
$875,000 was appropriated in FY 2020-21, Budget Amendment No. 7, Ord. No. 2021-O0001, January 26, 2021.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Project Amount
Construction	10,131,267	0	0	0	0	0	0	10,131,267
Design and Engineering	1,000,000	0	0	0	0	0	0	1,000,000
Total Project Appropriation	11,131,267	0	0	0	0	0	0	11,131,267

Project Name **SEWRP Improvements Plant 3** *Project Number* **92444**

Funding Detail	Funding to Date	FY 2021-22	Unappropriated Planning Years FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Funding
FY 2011 Tax and Waterworks CO's	307,251	0	0	0	0	0	0	307,251
FY 2014 Wastewater Revenue CO's	1,520,456	0	0	0	0	0	0	1,520,456
FY 2015 Wastewater Revenue CO's	402,599	0	0	0	0	0	0	402,599
FY 2016 Wastewater Revenue CO's	988,043	0	0	0	0	0	0	988,043
FY 2017 Wastewater Revenue CO's	692,749	0	0	0	0	0	0	692,749
FY 2018 Water/Wastewater Cash	1,500,000	0	0	0	0	0	0	1,500,000
FY 2019 Water/Wastewater Cash	900,000	0	0	0	0	0	0	900,000
FY 2020 Water/Wastewater Cash	3,145,169	0	0	0	0	0	0	3,145,169
FY 2021 Water/Wastewater Cash	1,675,000	0	0	0	0	0	0	1,675,000
Total Funding Sources	11,131,267	0	0	0	0	0	0	11,131,267

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

Regular City Council Meeting **7. 13.**

Meeting Date: 09/28/2021

Information

Agenda Item

Resolution - Public Works Streets: Consider a resolution authorizing the Mayor to execute Public Works Contract 16027, with Lone Star Dirt and Paving, Ltd., for rebuilding sections of Frankford Avenue and Alcove Avenue.

Item Summary

This project will rebuild sections of Frankford Avenue and Alcove Avenue. The construction limits on Frankford Avenue are 114th Street to 130th Street, and the construction limits on Alcove Avenue are 82nd Street to 98th Street. A total of 8 inches of road surface and base will be removed. Soft places in subgrade will be repaired, and 6 inches of new asphalt stabilized base with 2 inches of asphalt driving surface will be placed along with new pavement striping.

In response to ITB 21-16027-TF, bids were received and opened on August 11, 2021, from the following vendors:

Vendor	Amount
Lone Star Dirt and Paving, Ltd., Lubbock, Texas	$1,224,680.00
West Texas Paving, Inc., Wolfforth, Texas	$1,327,480.00
Allen Butler Construction, Inc., Lubbock, Texas	$1,947,827.99

The contract is awarded by the unit price. The total amount of the award is estimated based on proposed quantities, and actual expenditures may be more or less depending on actual quantities. The price per unit will not change. The contract has a term of 90 calendar days from the Notice to Proceed and contains appropriate liquidated damages.

Staff recommends award of this contract to the lowest bidder, Lone Star Dirt and Paving of Lubbock, Texas, for the estimated cost of $1,224,680.00.

Fiscal Impact

This contract for $1,224,680.00 is funded in Capital Improvement Project 92697 FY 2020-21 Street Maintenance.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution - Lone Star Dirt and Paving

Contract 16027 - Lone Star Dirt and Paving
Budget Detail
CIP Detail
Project Summary - Contract 16027

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Public Works Contract No. 16027 for Frankford and Alcove Rebuild as per ITB 21-16027-TF, by and between the City of Lubbock and Lone Star Dirt & Paving, Ltd., of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.Contract 16027 – Frankford and alcove
08.17.21

BID SUBMITTAL FORM
BID CONTRACT

DATE: AUGUST 11, 2021

PROJECT NUMBER: **ITB 21-16027-TF, Frankford and Alcove Rebuild**

Bid of LONE STAR DIRT & PAVING LTD. (hereinafter called Bidder)

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

Ladies and Gentlemen:

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

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

Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to finally complete the project within **90 Consecutive Calendar Days** as stipulated in the specification and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages in the sum of **$1,204.28** for each consecutive calendar day after completion set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

Bidder understands and agrees that this bid submittal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Bidders.

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

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

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

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

City of Lubbock, TX
Public Works
ITB 21-16027-TF
Frankford and Alcove Rebuild

Lone Star Dirt & Paving, Ltd. of Lubbock, TX

Item	Description	Quantity (+/-)	UOM	Unit Cost	Extended Cost
#0-1	Patching with Black Base, 6" depth (milling to a depth of 8", with replacement of 6" Black Base and 2" Type C Hot Mix), including labor, equipment, removal and disposal of asphaltic surface, caliche base and sub-grade (if soft or unstable) remove to a depth specified by the inspector, and fill in with black base. (All Millings will go to the City of Lubbock.)	25,000	SY	$ 45	1,125,000
#0-2	Type I Thermoplastic pavement marking .125 Mil 24" white stop line (TX DOT DMS 8220). Including labor, equipment, and preparation of existing surface. Complete and in place.	24	LF	120	2,880
#0-3	4" lane line elimination. Including labor, equipment, and all tools necessary to remove and relay markings.	18,400	LF	2	36,800
#0-4	Mobilization	1	EA	60,000	60,000
				Total:	**$ 1,224,680**

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

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

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

Date: AUGUST 11, 2021

Authorized Signature

STEVE TURNER
(Printed or Typed Name)

LONE STAR DIRT & PAVING LTD.
Company

11820 UNIVERSITY AVENUE
Address

LUBBOCK, LUBBOCK
City, County

TEXAS, 79423
State Zip Code

Telephone: 806 - 745-6011

Fax: 806 - 745-4074

(Seal if Bidder is a Corporation)

ATTEST:

_____
Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 7/29/21
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

FEDERAL TAX ID or SOCIAL SECURITY No.

800013091

EMAIL: lonestarsteve@nts-online.net

M/WBE Firm:

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

City of Lubbock, TX
Capital Project
Project Cost Detail
September 28, 2021

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

Encumbered/Expended	**Budget**
Contract 15647 2021 Asphalt Repair	$ 1,543,596
Contract 15648 2021 Concrete Repair	1,445,700
Contract 14517, Amendment Rejuvinator 2021	994,800
Contract 15772, 2021 MicroSurfacing	3,538,696
Contract 15778, Wausau Avenue (S. of 82nd St) Rebuild	337,471
Contract 15796, Nuisance Branches and Trees Service Contract- Asplundh Tree Expert LLC	29,962
Contract 15875, Brick Paving Project 13th and Texas-MH Civil Constructors Inc.	722,000
Contract 15964, MLK Ave. Rebuild	709,950
In-house Mill and Re-lay	500,000
Plotter	5,843
Bid Cost	933
City of Lubbock Staff Time	472
Agenda Items, September 28, 2021	
Contract 16027 Rebuild Frankford & Alcove Avenues	1,224,680
Encumbered/Expended To Date	11,054,103
Estimated Costs for Remaining Appropriation	
Street Maintenance *	(199,088)
Remaining Appropriation	(199,088)
Total Appropriation	$ 10,855,015

*** The remaining portion of this item will be paid from funding in FY 2021-22 budget.**

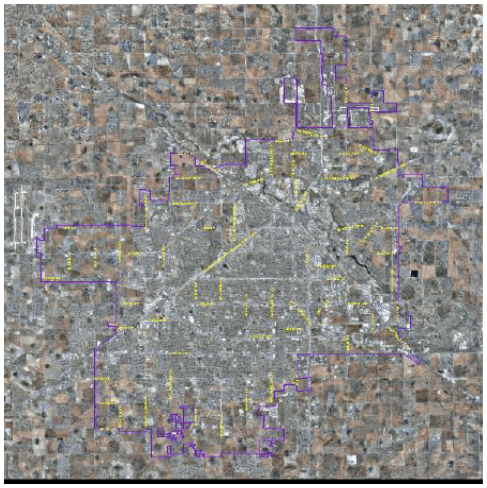
Project Name **Street Maintenance 2021** *Project Number* **92697**

Managing Department **Streets**

Project Manager **Mike Gilliland**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope

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

Project Justification

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

Project History

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

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

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

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

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

Purchasing and Contract Management

Project Summary

ITB 21-16027-TF
Frankford and Alcove Rebuild

Notice was published in the Lubbock Avalanche Journal on July 25 & August 1, 2021.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on BidSync.com and Bonfire.com from July 23 to August 11, 2021.
7 individuals attended the pre-bid meeting.
51 vendors viewed using BidSync.com and Bonfire.com.
26 vendors downloaded the documents.
6 vendors were notified separately.
3 vendors submitted a bid.

Regular City Council Meeting **7. 14.**

Meeting Date: 09/28/2021

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution ratifying the acts of the Mayor in executing Amendment No. 1 to the Texas Health and Human Services Commission (HHSC) Contract HHS000780500002 and related documents, under the Substance Use Disorder Community Health Worker program, by and between the City of Lubbock and the State of Texas, acting by and through HHSC.

Item Summary

This contract provides funding from the Texas Health and Human Services Commission (HHSC) to continue the Community Health Worker program within the Health Department. The role of the Community Health Worker is to increase opportunities for those who use substances, including opioids, to reduce harm related to substance use, increase retention in substance use and mental health services, help individuals address medical needs, and help individuals who desire change, to build a foundation for their recovery.

This grant currently funds the salary and benefits of 5.5 staff members to include 1 lead case manager, 2 case managers, 2 health promotion workers, and part of the assistant director and management assistant salaries.

Fiscal Impact

This is an existing grant that will add funds for three additional years from September 1, 2021, through August 31, 2024. The total grant is $1,392,000.
FY 2022, September 1, 2021, through August 31, 2022: $464,000
FY 2023, September 1, 2022, through August 31, 2023: $464,000
FY 2024, September 1, 2023, through August 31, 2024: $464,000

Staff/Board Recommending

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

Attachments

Resolution
Contract

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 Community Health Worker program, 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
9.10.21

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HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS000780500002
AMENDMENT NO. 1
EXTENSION

The **HEALTH AND HUMAN SERVICES COMMISSION** ("System Agency" or "HHSC") and **CITY OF LUBBOCK** ("Performing Agency," "Grantee," or "Contractor"), who are collectively referred to herein as the "Parties" to that certain Community Health Workers ("CHW") Contract effective July 1, 2020 and denominated HHSC Contract No. HHS000780500002 ("Contract"), now desire to amend the Contract.

WHEREAS, the Parties desire to revise Attachment A, Statement of Work, Attachment A-1, Statement of Work Supplemental, Attachment B, Budget, Attachment E, Special Conditions, and to extend the term of the Contract to allow for successful completion of the Project;

Whereas, the Parties desire to maintain an up to date Attachment I, Federal Funding Accountability and Transparency Act (FFATA) Certification;

Whereas, the Parties desire to revise Section IV. Budget and increase the not-to-exceed Total Contract Value; and

Whereas, the System Agency has chosen to exercise its option to extend the Contract in accordance with Section III. Duration.

NOW, THEREFORE, the Parties hereby amend the Contract as follows:

1. **SECTION III** of the Contract, **DURATION**, is hereby amended to reflect a revised termination date of August 31, 2024.

2. **SECTION IV** of the Contract, **BUDGET**, is hereby amended to revise the following language to in order to add **ONE MILLION THREE HUNDRED NINETY-TWO THOUSAND DOLLARS ($1,392,000.00)** to the System Agency Share total reimbursements, revise Performing Agency match funding, and revise the Total Contract Value:

   A. The total amount of this Contract, including applicable match, will not exceed **TWO MILLION ONE HUNDRED NINETY-TWO THOUSAND FOUR HUNDRED DOLLARS ($2,192,400.00)**.

   B. System Agency Share total reimbursements will not exceed **$2,088,000.00** for the period from July 1, 2020 through August 31, 2024, allocated by State Fiscal Year (FY) as follows:

      1. FY 2020, July 1, 2020 through August 31, 2020: $232,000.00.
      2. FY 2021, September 1, 2020 through August 31, 2021: $464,000.00.
      3. FY 2022, September 1, 2021 through August 31, 2022: $464,000.00.
      4. FY 2023, September 1, 2022 through August 31, 2023: $464,000.00.
      5. FY 2024, September 1, 2023 through August 31, 2024: $464,000.00.

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C. For each State Fiscal Year (FY), Performing Agency is required to provide a five percent (5%) match. In accordance with **ATTACHMENT B**, Performing Agency's budgeted match requirements are as follows:

1. FY2020, July 1, 2020 through August 31, 2020 $11,600.00.
2. FY 2021, September 1, 2020 through August 31, 2021: $23,200.00.
3. FY 2022, September 1, 2021 through August 31, 2022: $23,200.00.
4. FY 2023, September 1, 2022 through August 31, 2023: $23,200.00.
5. FY 2024, September 1, 2023 through August 31, 2024: $23,200.00.

D. Total Contract Values will not exceed **$2,192,400.00** for the period from July 1, 2020 through August 31, 2024, as follows:

1. FY2020, July 1, 2020 through August 31, 2020: $243,600.00.
2. FY 2021, September 1, 2020 through August 31, 2021: $487,200.
3. FY 2022, September 1, 2021 through August 31, 2022: $487,200.
4. FY 2023, September 1, 2022 through August 31, 2023: $487,200.
5. FY 2024, September 1, 2023 through August 31, 2024: $487,200.

3. **ATTACHMENT A** of the Contract, **STATEMENT OF WORK**, is hereby deleted and replaced in its entirety with **ATTACHMENT A, STATEMENT OF WORK (REVISED SEPTEMBER 2021)**.

4. **ATTACHMENT A-1** of the Contract, **STATEMENT OF WORK SUPPLEMENTAL**, is hereby deleted and replaced in its entirety with **ATTACHMENT A-1, STATEMENT OF WORK SUPPLEMENTAL (REVISED SEPTEMBER 2021)**.

5. **ATTACHMENT B** of the Contract, **BUDGET** is hereby deleted and replaced in its entirety with **ATTACHMENT B, BUDGET (REVISED SEPTEMBER 2021)**.

6. **ATTACHMENT E** of the Contract, **SPECIAL CONDITIONS, Version 1.1**, is hereby deleted and replaced in its entirety with **ATTACHMENT E, SPECIAL CONDITIONS, Version 1.3 (REVISED SEPTEMBER 2021)**.

7. **ATTACHMENT I** of the Contract, **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION**, will be resubmitted by Performing Agency for the extended Contract term.

8. All references to the Contract termination date of August 31, 2021 are hereby replaced with the revised Contract termination date of August 31, 2024.

9. This Amendment No. 1 shall be effective as of September 1, 2021.

10. Except as amended and modified by this Amendment No. 1, all terms and conditions of the Contract shall remain in full force and effect.

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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. HHS000780500002

HEALTH AND HUMAN SERVICES COMMISSION

Date of Signature: _____

CITY OF LUBBOCK

DocuSigned by:
Daniel Pope
3F037B63155540F...
Daniel Pope

Mayor

Date of Signature: September 1, 2021

THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT:

ATTACHMENT A	**STATEMENT OF WORK (REVISED SEPTEMBER 2021)**
ATTACHMENT A-1	**STATEMENT OF WORK SUPPLEMENTAL (REVISED SEPTEMBER 2021)**
ATTACHMENT B	**BUDGET (REVISED SEPTEMBER 2021)**
ATTACHMENT E	**SPECIAL CONDITIONS VERSION 1.3 (REVISED SEPTEMBER 2021)**
ATTACHMENT I	**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION**

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ATTACHMENT A
STATEMENT OF WORK (SOW)
(REVISED SEPTEMBER 2021)

I. PURPOSE:

The Substance Use Disorder Community Health Worker (CHW) program allows Community Health Workers and Promotoras to increase linkage and retention in substance use, mental health, and medical services for Texas residents living with substance use disorders (SUD).

A. GOALS:

1. Address behavioral health disparities in the program service area.
2. Increase opportunities for substance users, including opioid users, to reduce harms related to substance use.
3. Increase retention in substance use and mental health services.
4. Help individuals address medical needs.
5. Help individuals who desire change to build a foundation for their recovery.

B. ELIGIBLE POPULATION:

Any individual who uses substances. This population may include, but is not limited to, adults and youth, populations who are marginalized or stigmatized, experiencing housing instability or homelessness, inject substances, live with or at risk of Hepatitis C Virus (HCV) or Human Immunodeficiency Virus (HIV), in need of medical and or mental health services, experience greater barriers to entering treatment or recovery services, and those seeking to enhance their recovery capital and maintain their recovery from substance use disorders.

II. SERVICE REQUIREMENTS:

A. Administrative and Organizational Requirements

Performing Agency shall:

1. Hire a minimum of 6 Community Health Workers (CHW) within 45 business days of contract execution. The Performing Agency shall maintain and employ a minimum of six (6) CHW staff for the duration of the contract.
    a. Performing Agency shall notify System Agency within 10 business days when any staff changes including separation occur.
    b. CHW will work in teams of two (2) at all times, while in the community; and
    c. Designate one (1) of the six (6) CHWs as the CHW Program Director, whose role will be to provide oversight authority.

2. Ensure that the Program Director:
    a. Spends, at minimum, fifty percent (50%) of work time delivering direct participant services which meet this Contract performance measures.
    b. b. Participates on all programmatic conference calls as scheduled by System Agency. Performing Agency's executive management and any other staff may be included in the conference calls, but it is required that the Program Director attend the call, unless otherwise agreed to in writing by System Agency. If Performing Agency is unavailable for a scheduled conference call, they are to contact the SITP (Substance Intervention Treatment Programs)

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directly to provide them with the reason they cannot attend, and a date of when they can reschedule the call.

3. Ensure Performing Agency will provide CHWs with an insured vehicle(s) to conduct activities. All vehicle purchases, and/or leases, must be approved by System Agency. A cost analysis report must be submitted in order to determine if a lease or purchase is the best value.

4. Provide all services and activities with individuals in a respectful, non-threatening, non-judgmental, and confidential manner.

5. Ensure program, policies and procedures do not discriminate against any participant, family member, or supportive ally based on gender, race, religion, age, national origin, disability, sexual orientation, medical condition, HIV Status, or length of time in recovery, including those who have returned to use or are currently using substances.

6. Provide all services in a culturally, linguistically, and developmentally appropriate manner for individuals, families and significant others as evidenced by:
    a. Building a diverse team that may include the use of CHWs who are indigenous to the communities and populations served, people who speak the language of the community, reflect similar cultural background to those served, have lived experience with mental health and substance use including injection drug use, people who speak openly about their recovery and identify as a peer, people who are living with HIV (Human Immunodeficiency Virus) or HCV (Hepatitis C Virus), people who can speak openly about gender and sexual diversity, and people who have lived experience with housing instability and homelessness, and other people who reflect and identify with the priority population.
    b. Pamphlets and other materials for education and health are written at appropriate literacy levels of the eligible population;
    c. Literature and signage in languages of the eligible populations;
    d. Use of interpreters as appropriate; and
    e. Lobby and office environment welcoming to the eligible population.

7. Establish and maintain working linkages through Memorandums of Understanding (MOUs) with a network of community and social service agencies serving or having an interest in the eligible population. MOUs will be executed within ninety (90) calendar days after contract execution and shall encourage networking, coordination, and referrals to help address the needs of the priority population, their families, and supportive allies.

8. Maintain copies of the signed MOUs on file for System Agency review upon request. Performing Agency shall review and update all executed MOUs annually. All MOUs shall include at a minimum:
    a. Collaborative vision;
    b. Purpose and concept;
    c. Collaborative goals and desired outcomes;
    d. Description of participating organizations;
    e. Methods of Collaborative roles and responsibilities;
    f. Provisions to address the non-duplication of services;
    g. Signatures of both parties; and
    h. Beginning and end dates.

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9. Develop, implement, and enforce a written policy that includes at a minimum the System Agency's Recovery Oriented Values and Principles, delivery of person centered services, standards for CHW, Philosophy and Standards for Harm Reduction services, documenting and reporting policy and train all staff on data collection reporting requirements related to contract performance measures. Performing Agency shall develop this policy within 90 calendar days of contract execution, for System Agency approval, this report shall be labeled as the Oriented Values and Principles written policy.
    a. Develop, submit to System Agency, implement and ensure the following Recovery Oriented Values and Principles are stated in policy and adhered to within the Performing Agency's organization:
        i. Choice and Self Determination:
            1) provide individuals the opportunity to select supports and services that correspond with their personal preferences and goals;
            2) ensure services are self-directed, participant-driven, and reflect goals in multiple life domains;
            3) acknowledge an individual's choice for their own pathway to wellness; and
            4) be supportive and explore options for the priority population.
    b. Community Integration:
        i. provide individuals the opportunity to be involved in community activities and receive support related to community integration that is associated with recovery, health, and wellness;
        ii. work with the eligible population to identify and connect with a broad spectrum of community-based resources and supports that will assist in achieving their goals and rebuilding their lives within their community;
        iii. align organizational policies to ensure CHW have access to transportation and other resources to work with individuals outside of the organizational setting and in the local communities;
        iv. ensure CHW engage in assertive outreach in locations and times where t h e eligible populations are likely to be found; and
        v. utilize community or social services agency linkages to ensure CHW provide warm hand-offs when transferring or referring individuals to community resources.

10. Opioid Overdose Reversal Kits:
    a. Are to be distributed to:
        i. Individuals eligible for program services who use opioids;
        ii. Support systems which may be able to reverse the individuals overdoses; or
        iii. Eligible individuals who may be in the position to reverse an opioid overdose.
    b. Performing Agency will ensure any health kits provided for eligible population are individually packaged for CHWs to distribute.
    c. Will be documented in a Monthly Work Log, which will be provided by System Agency. Performing Agency shall Document the count of Opioid Reversal kits dispersed to include reports of successful reversals in the work log. Performing Agency shall provide this information to System Agency upon request.
    d. Will not be distributed to individuals outside the eligible population without prior written approval from System Agency.
    e. Performing Agency shall not be placed under, restrict access, or put undue burden on CHW staff ability to distribute lifesaving overdose reversal kits.

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11. Provide unrestricted internet access to CHWs to find resources and educational materials for eligible individuals.

12. Develop and submit a behavioral health disparities impact statement no later than 60 calendar days of contract execution. Performing Agency shall submit any revisions to the behavioral health disparities impact statement within 60 calendar days after each new fiscal year begins. At a minimum the impact statement(s) should address how the program has identified the subpopulation and will provide service to those populations, including who are marginalized or stigmatized in the service area which may experience greater barriers to behavioral health services.

13. Purchase and provide a professional messenger bags or side bags for CHWs to carry supplies, one per staff member. Purchase of the messenger bag must be approved by System Agency.

B. Community Health Services

Performing Agency shall:

1. Develop, submit, and maintain written policies and procedures that require all CHW activities to be conducted in pairs or teams (a minimum of two CHW) which are funded by this contract, while in the community or streets. Performing Agency shall submit the written policies and procedures to System Agency within 60 calendar days of contract execution, this report shall be labeled as the policies and procedures.

2. Develop, submit, and maintain a quarterly report. At minimum the quarterly report will document and or include: Monthly work logs, self-care/and or teambuilding activities, and financial assistance. The quarterly report is due within 15 calendar days after each quarter.

3. Utilize the System Agency provided Monthly work logs to account for CHW efforts. Work logs will:
   a. reflect efforts by the CHWs without providing personal identifying information of individuals receiving services;
   b. be retained and provided at System Agency request; and
   c. be summarized in the System Agency provided Quarterly Report.

4. Ensure CHW, group facilitation, communication, and events with eligible individuals occur without undue interference from indirect staff or other agency staff not funded by this Contract.

5. Ensure appropriate harm and risk-reduction information, methods, and tools are used by CHWs in their work with the eligible populations.

6. Promote and encourage entry into substance use disorder and/or mental health services including, intervention, treatment, or recovery by providing referrals, community linkage, and support to eligible individuals.

7. Refer eligible individuals to other System Agency-funded programs as appropriate.

8. Use Motivational Interviewing techniques and skills when appropriate to help individuals enhance their confidence and motivation for change.

9. Promote and encourage entry into medical services, including Hepatitis C Virus (HCV), Hepatitis B Virus (HCV), Human Immunodeficiency Virus (HIV), Tuberculosis (TB), and Sexually Transmitted Infections (STI) testing or treatment by providing referrals, community linkage, and support to individuals in the eligible population.

10. Provide information, referrals, community linkage, and support to other services and community resources to help individuals in the eligible population improve their lives.

11. Ensure appropriate training on all information, methods, and tools used and distributed by CHWs. Information, methods, and tools shall be based on the latest scientific research and best practices for reducing harms related to substance use. Methods and tools must include, but are not limited to:
    a. substance use harm reduction tools including syringe cleaning kits with bleach;
    b. Pre-Exposure Prophylactic treatments (PrEP) education and information;
    c. overdose reversal kits including Naloxone;
    d. condoms, lubricants, and safer sex tools;
    e. wound care kits; and
    f. hygiene kits.

    Performing Agency shall ensure that Community Health Workers have these tools and materials available for demonstration and distribution to eligible individuals and their support system when appropriate.
12. Use the following guidelines for CHW:
    a. Outreach Competencies: Minimum Standards for Conducting Street Outreach with Hard To Reach Populations; Addiction Technology Transfer Center (ATTC) http://attcnetwork.org/resources/resource.aspx?prodID=438&rcID=2&regionalcenter=2;
    b. The National Institute on Drug Abuse (NIDA) Community-Based Outreach Model: A Manual To Reduce the Risk of HIV and Other Blood-Borne Infections in Drug Users https://archives.drugabuse.gov/publications/nida-community-based-outreach-model-manual- to-reduce-risk-hiv-other-blood-borne-infections-in-drug;
    c. Ethical Guidelines for the Delivery of Peer-based Recovery Support Services; https://www.naadac.org/assets/2416/whitew2007_the_pro-act_ethics_workgroup.pdf;
    d. Substance Abuse and Mental Health Services Administration (SAMHSA) Recovery Community Services Program: Peer Support and Social Inclusion https://www.samhsa.gov/recovery/peer-support-social-inclusion; and
    e. Center for Disease Control (CDC) Social Determinants of Health https://www.cdc.gov/socialdeterminants/.

III. STAFF COMPETENCIES:

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A. Performing Agency shall:

1. Ensure all CHW staff and Program Director who provide services:
    a. are knowledgeable and competent in discussing HIV, HCV, and other communicable diseases associated with substance use and be able to demonstrate ability to discuss sexuality openly and comfortably; and
    b. are knowledgeable and competent in discussing opioid overdose and be able to demonstrate ability to train individuals to use overdose reversal medications and harm reduction materials.

2. To build a diverse team, Performing Agency may hire CHW who are licensed or certified in other domains such as, Recovery Coaches, Peer Support, Licensed Chemical Dependency Counselors (LCDC), Licensed Nurses or medical staff, Social Workers, or other substance use related fields.

3. Require CHW to obtain Texas Department of State Health Services (DSHS) CHW certification: https://www.dshs.texas.gov/mch/chw.shtm within 6 months from date of contract execution or start date of employment, whichever is later. Performing Agency shall provide a valid DSHS CHW certification for each CHW upon System Agency request.

4. Ensure Program Director meets the following requirements:
    a. Meet the competencies to become a DSHS Certified Community Health Worker;
    b. Have a minimum of two (2) years of experience in one or more of the following:
        i. substance use outreach;
        ii. substance use intervention; or
        iii. substance use treatment.
    c. Have a minimum of one (1) year of experience in at least two (2) of the following:
        i. working with prison populations;
        ii. working with individuals experiencing housing instability;
        iii. working with individuals with Substance Use Disorders (SUD), HIV/STDs, and/or behavioral health issues;
        iv. community health work; or
        v. supervisory experience.

5. Ensure Program Director provides each staff member they supervise (CHW) with documented field observations and feedback at least once every six months using the supervision document that has been approved and provided by System Agency. The documented field observations and feedback will be provided to System Agency upon request.

6. Ensure all CHW maintain their certification, and be in good standing, for the duration of employment under this Contract. All certifications shall be kept in the employee file for review by System Agency upon request.

7. Ensure there are self-care and/or team building activities provided to CHW, that will be held during work hours, and at least once per quarter. The self-care and or team building activities shall be documented in the quarterly report, for review by System Agency. At minimum the documentation must include: activities and budget details.

IV. FINANCIAL ASSISTANCE:

A. Financial assistance is allowable under this Contract to help eligible individuals when coordinating service linkage and retention activities to and from substance use, mental health, and medical services.

a. Financial assistance may include:

i. transportation needs to appointments;
ii. prescriptions or medicines needed;
iii. vision or hearing needs;
iv. clothing or personal hygiene items;
v. assistance for sober housing;
vi. employment or educational needs;
vii. other needs not listed that improve the individual's quality of life or ability to successfully engage in services with System Agency written approval.

b. Financial assistance will not be used for, the following:

i. Direct cash payment to individuals;
ii. Meals;
iii. Payments to attend treatment; or
iv. Hypodermic needles or syringes for injection drug use.

This is not an exhaustive list of unallowable expenditures.

1. Performing Agency shall maintain and document all financial assistance, and it will be summarized in the quarterly report, at minimum documentation shall include:

a. Date provided;
b. Dollar amount;
c. Item purchased; and
d. Client identifier (examples: driver's license, Clinical Management for Behavioral Health Services (CMBHS) client number, first name and last initial).

2. Performing Agency may provide Financial assistance to eligible individuals; the financial assistance shall not exceed five percent (5%) of the respective fiscal year award.

3. Financial assistance above $250 per individual, in a fiscal term, must be approved by System Agency.

4. If an incentive or alternative activity is not described within this Contract, Performing Agency shall contact System Agency staff for prior approval before implementation of the activity.

V. REPORTING REQUIREMENTS:

Performing Agency 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/) assigned Subject Matter Expert (SME) with Substance Intervention Treatment Programs Unit. and assigned contract manager by the required due date and report name described in Section VI: Submission Requirements:

1. 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 develop, implement, and enforce a written policy for Oriented Values and Principles within 90 calendar days of Contract execution.

4. Performing Agency shall develop, implement and submit a behavioral health disparities impact statement, no later than 60 calendar days of Contract execution.

5. Performing Agency shall submit System Agency provided Work Log by the 15th of the month preceding the end of each quarter. The Work Log, at a minimum, shall include a summary of:
   a. Efforts performed by CHWs;
   b. Financial assistance provided;
   c. Distribution of materials;
   d. Count of Opioid Reversal kits dispersed;
   e. Self-Care and/or Team building provided; and
   f. CHW or Program Director retention

6. Performing Agency 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.

7. Performing Agency shall submit a quarterly report that will include the submission of; work logs, self-care, and/or team building activities, and financial assistance.

8. Performing Agency shall submit monthly invoices in Clinical Management for Behavioral Health Services (CMBHS) by the 15th of the following month.

9. Performing Agency shall submit annual Contract Closeout documentation, this is required each fiscal year, and a final contract closeout will be due October 15.

10. 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 designated folder in GlobalScape EFT.

11. Performing Agency will report the performance measures for the previous months activities in CMBHS by the 15th of the current month.

12. Performing Agency's duty to submit documents will survive the termination or expiration of this Contract.

13. System Agency requires all deliverables excluding the CMBHS deliverables be submitted within GlobalScape EFT. Performing Agency is required to maintain access to GlobalScape EFT for the term of this contract.

VI. CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (CMBHS) SYSTEM MINIMUM REQUIREMENTS

Performing Agency 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 anychange 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 September 15th and March 15th to the designated folder in Globalscape EFT; and
6. Attend System Agency training on CMBHS documentation.

VII. SUBMISSION REQUIRMENTS

System Agency will monitor Performing Agency's performance of the requirements set forth in this revised Attachment A, as well as its compliance with the Contract's terms and conditions.

Requirement	Deliverable (Report Name)	Due Date	Submission System
Section II. A. 9	Oriented Values and Principles Written Policy	Within 90 calendar days of contract execution.	GlobalScape
Section II. A. 12	Behavioral Health Disparities Impact Statement	Within 60 calendar days of contract execution, and Dec 1st of each fiscal year.	GlobalScape
Section II. B. 1	Policies and Procedures	Within 60 calendar days of contract execution.	GlobalScape
Section II. B. 2	Quarterly report	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.	GlobalScape

Section V. 7	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 V. 9	Invoices in CMBHS	Invoice for previous month's activities on the 15th of the current month.	CMBHS
Section V. 10	Closeout documents	Final closeout documents due October 15 each fiscal year.	GlobalScape
Section VII. 5	CMBHS Security Attestation Form and list of authorized users	15 days after execution, September 15th.& March 15th.	GlobalScape
Attachment A-1, F	Performance Measures	Invoice Report for previous month's activities due on the 15th of the current month.	CMBHS

VIII. DEFINITIONS

Definition of Health Disparities:
Healthy People 2020 defines a health disparity as a "particular type of health difference that is closely linked with social, economic, and/or environmental disadvantage. Health disparities adversely affect groups of people who have systematically experienced greater obstacles to health based on their racial or ethnic group; religion; socioeconomic status; gender; age; mental health; cognitive, sensory, or physical disability; sexual orientation or gender identity; geographic location; or other characteristics historically linked to discrimination or exclusion."

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ATTACHMENT A-1
STATEMENT OF WORK SUPPLEMENTAL
(REVISED SEPTEMBER 2021)

A. CONTRACT INFORMATION

Vendor ID:	17560005906
Contractor Name:	City of Lubbock
Contract Number:	HHS000780500002
Contract Type	Subrecipient
Payment Method:	Cost Reimbursement
DUNS Number:	058213893
Federal Award Identification Number (FAIN):	B08TI083478-01
Solicitation Document:	Not Required Pursuant to Applicability and Authorized Use of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, for Contract Between State Agency and Local Government

B. SERVICE AREA

Services or activities will be provided to participants and/or clients from the following counties: 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, and Yoakum Counties.

Region: 1

C. POPULATION SERVED

Adults – Male and Female.

D. RENEWALS

This Contract has no renewal options.

E. CONTACT INFORMATION

Name:	Bryan Hunter
Email:	Bryan.Hunter.hhs.texas.gov
Telephone:	(512) 206-5313
Address:	909 W 45th Street, Bldg 555 (MC 2058)
City/Zip:	Austin TX 78751

F. PERFORMANCE MEASURES

1. Performing Agency will report the performance measures monthly through Clinical Management for Behavioral Health Services (CMBHS) by the 15th of the following month for the previous month's activities.
2. Performing Agency's performance will be measured in part on the achievement of the key performance measures stated below.
3. The Fiscal Year (FY) 2022-2024 Performance measures are as follows:

Measure	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Annual
1. Number of contacts with individuals eligible for program services	800	800	800	800	3200
2. Number of substance use services, including intervention and treatment, referrals, linkage, and support provided to individuals eligible for program services (5%)	40	40	40	40	160
3. Number of mental health referrals, linkage, and support provided to individuals eligible for program services (2.5%)	20	20	20	20	80
4. Number of medical services referrals, linkage, and support provided to individuals eligible for program services (2.5%)	20	20	20	20	80
5. Number of referrals, linkage, and support provided to other services and community resources to individuals eligible for program services (2.5%)	20	20	20	20	80

6. Number of Overdose Reversal Kits distributed to eligible individuals	20	20	20	20	80

A. PERFORMANCE MEASURE DEFINITIONS AND REPORTING

1. Number of contacts with individuals eligible for program services.

   Any contact, unduplicated per FY, with an individual eligible for services as described in **ATTACHMENT A**. These are most often the initial face to face contacts in the community.

   When a Community Health Worker (CHW) identifies a contact is an eligible individual count this a "1". Each month report the total number.

2. Number of substance use services, including intervention and treatment, referrals, linkage, and support provided to individuals eligible for program services.

   Any service the CHWs provide for an eligible individual specific to addressing substance use. The CHW's function is to ensure eligible individuals can access needed services. During a contact there may be multiple referrals, linkage or support activities that are counted.

   Basic information and resources such as providing telephone numbers, pamphlets, meeting schedules and similar is not included in this measure. Distribution of harm reduction kids or group education is not counted in this measure.

   For the purposes of this measure:

   "Referral" is defined as the process in which the CHW helps the eligible individual to become enrolled into substance use services with a licensed provider.

   "Linkage" us defined as actions by a CHW which help the eligible individual begin, retain, or maintain their enrollment in substance use services after receiving a referral.

   "Support" is defined as any other CHW activity that helps the eligible individual to eliminate barriers related to substance use services or address substance use concerns.

   Examples which may be counted in this measure: transportation to services, follow up contacts related to a referral, individual education on harm reduction and safer use, overdose prevention education, service coordination, helping an individual identify and plan to attend community support groups, helping the individual to call the number the CHW provided and schedule an intake for services, and motivational interviewing sessions.

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Each referral, linkage, or support activity counts as "1". Each month report the total number. There is no limit per individual per FY.

3. Number of mental health referrals, linkage, and support provided to individuals eligible for program services.

   The same standards as Measure 2 (*see* above) with the distinction being mental health needs for an eligible individual.

   Examples which may be counted in this measure: transportation to psychiatric emergency services, transportation to appointments or pharmacy, helping an individual identify and plan to attend community support groups, and helping the individual to call the number the CHW provided and schedule an intake for services.

   Each referral, linkage, or support activity counts as "1". Each month report the total number. There is no limit per individual per FY.

4. Number of medical services referrals, linkage, and support provided to individuals eligible for program services.

   The same standards as Measure 2 (*see* above) with the distinction being medical needs of the eligible individual.

   Examples which may be counted in this measure: transportation to the hospital, referral to community medical clinics, individual education on condom use, referrals to HIV and HCV treatment or testing, and referrals to pregnancy testing.

   Each referral, linkage, or support activity counts as "1". Each month report the total number. There is no limit per individual per FY.

5. Number of referrals, linkage, and support provided to other services and community resources to individuals eligible for program services.

   The same standards as Measure 2 (*see* above) with the distinction being other services not listed.

   Examples which may be counted in this measure: housing, financial assistance, legal services, immigration services, educational or employment programs, community courts or probation, food banks, and the Nutrition Program for Women, Infants, and Children (WIC) office.

   Each referral, linkage, or support activity counts as "1". Each month report the total number. There is no limit per individual per FY.

6. Number of Overdose Reversal Kits distributed to eligible individuals.

   Kits intended to reverse an active opioid overdose. An overdose reversal kit includes at min Naloxone, any needed equipment for its use, instructions and information on using Naloxone, your CHW team's contact information.

   Each overdose reversal kit distributed counts as "1". There is no limit per individual per FY.

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ATTACHMENT B
BUDGET
(REVISED SEPTEMBER 2021)

A. Funding from the United States Health and Humans Services (HHS) and the Substance Abuse and Mental Health Services Administration (SAMSHA), requires Performing Agency compliance with 45 CFR Part 96, Subpart C, as applicable: https://ecfr.io/Title-45/pt45.1.96#sp45.1.96.c.

B. Performing Agency shall comply with the requirements applicable in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200, and the Uniform Grant Management Standards (UGMS) Standards.

C. Performing Agency shall review and comply with the System Agency's Grants Technical Assistance Guide (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. Performing Agency may access the Transactions List report in Clinical Management for Behavioral Health Services (CMBHS) to identify the amount of federal funds allocated to this award for each transaction.

E. The Assisted Listing Number for the Substance Abuse Prevention and Treatment (SAPT) Block Grant is 93.959.

F. The Substance Abuse Prevention Treatment Block Grant, Assisted Listing Number 93.959 requires a five percent (5%) match requirement.

G. Invoice and Payment:
   1. Submit all monthly invoices to the System Agency through CMBHS. Performing Agency 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. Be paid on a monthly basis and in accordance with services performed under this Contract.

H. Any unexpended balance associated with any other System Agency-funded contract may not be applied to this Contract.

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I. Funding:

1. System Agency Share total reimbursements will not exceed **TWO MILLION EIGHTY-EIGHT THOUSAND DOLLARS ($2,088,000.00)**, for the period from July 1, 2020 through August 31, 2024, as follows:

   a. FY 2020, July 1, 2020 through August 31, 2020: $232,000.00.
   b. FY 2021, September 1, 2020 through August 31, 2021: $464,000.00.
   c. FY 2022, September 1, 2021 through August 31, 2022: $464,000.00.
   d. FY 2023, September 1, 2022 through August 31, 2023: $464,000.00.
   e. FY 2024, September 1, 2023 through August 31, 2024: $464,000.00.

2. Performing Agency's budgeted match requirement per Fiscal Year is as follows:

   a. FY2020, July 1, 2020 through August 31, 2020: $11,600.00.
   b. FY 2021, September 1, 2020 through August 31, 2021: $23,200.00.
   c. FY 2022, September 1, 2021 through August 31, 2022: $23,200.00.
   d. FY 2023, September 1, 2022 through August 31, 2023: $23,200.00.
   e. FY 2024, September 1, 2023 through August 31, 2024: $23,200.00.

3. The total amount of this Contract, including applicable match, will not exceed **TWO MILLION ONE HUNDRED NINETY-TWO THOUSAND FOUR HUNDRED DOLLARS ($2,192,400.00)**, as follows:

   a. FY 2020, July 1, 2020 through August 31, 2020: $243,600.00
   b. FY 2021, September 1, 2020 through August 31, 2021: $487,200.00
   c. FY 2022, September 1, 2021 through August 31, 2022: $487,200.00
   d. FY 2023, September 1, 2022 through August 31, 2023: $487,200.00
   e. FY 2024, September 1, 2023 through August 31, 2024: $487,200.00

J. Cost Reimbursement Budget:

1. The Cost Reimbursement budget documents all approved and allowable expenditures; Performing Agency shall *only* utilize the funding detailed in this **ATTACHMENT B** for approved and allowable costs. If Performing Agency requests to utilize funds for an expense not documented on the approved budget, Performing Agency shall notify, in writing, the System Agency assigned Contract Manager and request approval prior to utilizing the funds. System Agency shall provide written notification regarding if the requested expense is approved.

2. If needed, Performing Agency may revise the System Agency approved Cost Reimbursement budget. The requirements are as follows:

   a. Performing Agency is allowed to transfer funds from the budgeted direct categories only; with the exception of the Equipment category. Performing Agency 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. Performing Agency may request revisions to the approved Cost Reimbursement budgeted direct categories that exceed the ten (10) percent requirement stated in Section (J) (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. Performing Agency may revise the Cost Reimbursement budget "Equipment" and/or "Indirect Cost" Categories, however a formal Amendment is required. Performing Agency 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, the budget revision is *not* authorized, and funds *cannot* be utilized until the Amendment is executed and signed by both parties.

d. The budgeted indirect cost amount is provisional and subject to change. The System Agency reserves the right to negotiate Performing Agency's indirect cost amount, which may require Performing Agency to provide additional supporting documentation to the assigned Contract Manager.

K. Categorical Budget:

1. Below is the approved Categorical Budget for Fiscal Year 2021 and Fiscal Year 2022:

FY2021

PERSONNEL	$235,364.00
FRINGE BENEFITS	$112,975.00
TRAVEL	$3,947.00
SUPPLIES	$3,000.00
CONTRACTUAL	$22,200.00
EQUIPMENT	$23,888.00
OTHER	$85,826.00
TOTAL DIRECT CHARGES	$487,200.00
INDIRECT CHARGES	$0.00
TOTAL CONTRACT VALUE	$487,200.00
SYSTEM AGENCY SHARE	$464,000.00
MATCH	$23,200.00

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FY2022

PERSONNEL	$225,023.00
FRINGE BENEFITS	$108,013.00
TRAVEL	$16,595.00
SUPPLIES	$9,079.00
CONTRACTUAL	$10,200.00
EQUIPMENT	$0.00
OTHER	$118,290.00
TOTAL DIRECT CHARGES	$487,200.00
INDIRECT CHARGES	$0.00
TOTAL CONTRACT VALUE	$487,200.00
SYSTEM AGENCY SHARE	$464,000.00
MATCH	$23,200.00

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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 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.

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.

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 3F037B834555401...
Title of Authorized Representative	**Date**
Mayor	September 1, 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: 5087415C4FA34167AC52089F4329EC4B
Status: Sent
Subject: Amending $2,192,400; HHS000780500002; City of Lubbock A-1; HHSC/MSS-IDD-SUDCMU
Source Envelope:
Document Pages: 77
Signatures: 2
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
8/29/2021 12:43:25 PM
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 3F037863155540F Signature Adoption: Pre-selected Style Using IP Address: 208.84.91.41	Sent: 8/29/2021 1:00:22 PM Viewed: 9/1/2021 8:47:41 AM Signed: 9/1/2021 8:50:16 AM
Sonja Gaines Sonja.Gaines@hhs.texas.gov SG Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 9/1/2021 8:50:20 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
Jennifer Silva Jennifer.Silva01@hhs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/29/2021 1:00:21 PM Viewed: 8/31/2021 3:08:59 PM
SA Mailbox SubstanceAbuse.Contracts@hhsc.state.tx.us Security Level: Email, Account Authentication (None)	COPIED	Sent: 8/29/2021 1:00:22 PM Viewed: 8/31/2021 5:02:33 PM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Bryan Hunter Bryan.Hunter@hhs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/29/2021 1:00:21 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/29/2021 1:00:22 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. 15.**

Meeting Date: 09/28/2021

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution ratifying the acts of the Mayor in executing Contract HHS001081400001 and all related documents, under the Substance Use Disorder Prevention Grant Program, by and between the City of Lubbock and the State of Texas, acting by and through the Texas Health and Human Services Commission.

Item Summary

The contract provides funding from the Texas Health and Human Services Commission (HHSC) to continue the Prevention Resource Center (PRC) and support substance use disorder prevention in the community. This contract combines the PRC and Community Coalition Partnership grants into one grant. The required match of $15,000 for this grant will be funded from the Health Services General Fund Account.

Fiscal Impact

The new contract term will be September 1, 2021, through August 31, 2024. The total grant award is $708,791.

Staff/Board Recommending

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

Attachments

Resolution
10004_Prevention_Grant_Contract_(L)1.1 (8)

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, Health and Human Services Commission (HHSC) Contract No. HHS001081400001, under the Substance Use Disorder Prevention Grant Program, 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 Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

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SIGNATURE DOCUMENT FOR
HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS001081400001
UNDER THE
SUBSTANCE USE DISORDER PREVENTION
GRANT PROGRAM

I. PURPOSE

The Health and Human Services Commission ("System Agency"), a pass-through entity, and City of Lubbock ("Grantee") (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for the Prevention Grant Program services (the "Contract").

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of Texas Government Code Chapter 531.

III. DURATION

The Contract is effective on September 1, 2021 and terminates on August 31, 2024, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. System Agency, at its sole discretion, may extend this Contract for any period(s) of time, provided the Contract term, including all extensions or renewals, does not exceed five years. Notwithstanding the limitation in the preceding sentence, System Agency, at its sole discretion, also may extend the Contract beyond five years as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by System Agency to serve the best interest of the State.

IV. BUDGET

System Agency Share total reimbursements will not exceed $1,821,218.00 for the period from September 1, 2021 through August 31, 2024. Fiscal year allocations are documented in Attachment B, Fiscal Requirements.

All expenditures under the Contract will be in accordance with **ATTACHMENT B, BUDGET**.

1. Fiscal Year 2022 Allocations are as follows:

Program ID	FY22 System Agency Share	FY22 Match Requirement	FY22 Total Contract Value
SA/YPS	$0.00	$0.00	$0.00
SA/YPU	$0.00	$0.00	$0.00
SA/YPI	$0.00	$0.00	$0.00
SA/CCP	$250,000.00	$12,500.00	$262,500.00
SA/CCP-COV	$208,791.00	$0.00	$208,791.00
SA/PRC	$250,000.00	$12,500.00	$262,500.00

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Total	$708,791.00	$25,000.00	$733,791.00

2. Fiscal Year 2023 allocations are as follows:

Program ID	FY22 System Agency Share	FY22 Match Requirement	FY22 Total Contract Value
SA/YPS	$0.00	$0.00	$0.00
SA/YPU	$0.00	$0.00	$0.00
SA/YPI	$0.00	$0.00	$0.00
SA/CCP	$250,000.00	$12,500.00	$262,500.00
SA/CCP-COV	$112,427.00	$0.00	$112,427.00
SA/PRC	$250,000.00	$12,500.00	$262,500.00
Total	$612,427.00	$25,000.00	$637,427.00

3. Fiscal Year 2024 allocations are as follows:

Program ID	FY22 System Agency Share	FY22 Match Requirement	FY22 Total Contract Value
SA/YPS	$0.00	$0.00	$0.00
SA/YPU	$0.00	$0.00	$0.00
SA/YPI	$0.00	$0.00	$0.00
SA/CCP	$250,000.00	$12,500.00	$262,500.00
SA/CCP-COV	$0.00	$0.00	$0.00
SA/PRC	$250,000.00	$12,500.00	$262,500.00
Total	$500,000.00	$25,000.00	$525,000.00

V. REPORTING REQUIREMENTS

A. Grantee shall submit all documents identified below, in accordance with **ATTACHMENT A, GENERAL STATEMENT OF WORK** and **ATTACHMENT C-DELIVERABLES & PERFORMANCE MEASURES**:

1. Program Staffing Form
2. CMBHS Security Attestation Form
3. Implementation Plan
4. General Ledger (for each funded program)
5. Financial Status Report (FSR) (for each funded program)
6. Performance Measures (for each funded program)

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7. Invoices (for each funded program) in CMBHS
8. Contract Closeout Document (for each funded program)

B. In accordance with Article IV (D), if Grantee is allocated funding for YPS, YPU, or YPI Programs, Grantee is required to submit all documents identified below, which is documented in Attachment A-1, Youth Prevention Statement of Work.

1. Curriculum Outcome Measure Reports

C. In accordance with Article IV (D), if Grantee is allocated funding for CCP and CCP-COV Programs, Grantee is required to submit all documents identified below, which is documented in Attachment A-2, Community Coalitions Partnership Statement of Work.

1. Community Needs Assessment (CNA)
2. Logic Model
3. Five-Year Strategic Plan
4. Initial Evaluation Plan
5. Quarterly Reports

D. In accordance with Article IV (D), if Grantee is allocated funding for PRC Program, Grantee is required to submit all documents identified below, which is documented in Attachment A-3, Prevention Resource Centers Statement of Work.

1. Mid-year Report
2. Regional Needs Assessment
3. Post Regional Needs Assessment to website

VI. CONTRACT REPRESENTATIVES

The following will act as the representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency
Health and Human Services
Commission
P.O. Box 149347
Austin, TX 78714
Attention: Bryan Hunter, Contract Manager

Grantee
City of Lubbock
806 18th street
Lubbock Texas 79401
Attention: Daniel Pope

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VII. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency	**Grantee**
Health and Human Services Commission	City of Lubbock
1100 W. 49th Street, MC 1911	806 18th Street
Austin, TX 78756	Lubbock, TX 79401
Attention: General Counsel	Attention: Daniel Pope

VIII. NOTICE REQUIREMENTS

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notices by providing written notice to the other Party. All notices submitted to System Agency must:

A. include the Contract number;
B. be sent to the person(s) identified in the Contract; and,
C. comply with all terms and conditions of the Contract.

IX. ADDITIONAL GRANT INFORMATION

Grantee Data Universal Numbering System (DUNS) Number: 58213893

Federal Award Identification Number (FAIN): B08TI083478-01

Catalog of Federal Domestic Assistance (CFDA) Name and Number (list all that apply):

• Name – Number	93.959
Federal Award Date:	02/02/2021
Federal Award Period:	10/01/2020-09/30/2022
Name of Federal Awarding Agency:	Department of Health and Human Services
Awarding Official Contact Information:	Wendy Pang, Grants Management Specialist Center for Substance Abuse Treatment wendy.pang@samhsa.hhs.gov 240-276-1419

SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE FOR SYSTEM AGENCY
CONTRACT NO. HHS001081400001

HEALTH AND HUMAN SERVICES COMMISSION

Date of Execution: _____

CITY OF LUBBOCK

DocuSigned by:
Daniel Pope
3F037B63155540F...
Daniel Pope

Mayor

Date of Execution: September 8, 2021

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. HHS001081400001 ARE INCORPORATED BY REFERENCE:

ATTACHMENT A - GENERAL STATEMENT OF WORK
ATTACHMENT A-1 - YOUTH PREVENTION STATEMENT OF WORK
ATTACHMENT A-2 - COMMUNITY COALITION PARTNERSHIP STATEMENT OF WORK
ATTACHMENT A-3 - PREVENTION RESOURCE CENTERS STATEMENT OF WORK
ATTACHMENT B – FISCAL REQUIREMENTS
ATTACHMENT B-1 - APPROVED CATEGORICAL BUDGET
ATTACHMENT C – DELIVERABLES & PERFORMANCE MEASURES
ATTACHMENT D – HHSC UNIFORM TERMS & CONDITIONS GRANT V 2.16.1
ATTACHMENT E-- CONTRACT AFFIRMATIONS
ATTACHMENT F -- HHSC ADDITIONAL PROVISIONS VERSION 1.0, SEPTEMBER 2021
ATTACHMENT G – FEDERAL ASSURANCES AND CERTIFICATIONS
ATTACHMENT H– DATA USE AGREEMENT
ATTACHMENT I—FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

ATTACHMENTS FOLLOW

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ATTACHMENT A
GENERAL STATEMENT OF WORK

I. PURPOSE

To provide prevention and behavioral health promotion strategies for programs referenced in Contract Signature Document, Article IV (D), Grantee's Prevention Grant Program(s). Grantee is required to adhere to the requirements within the following documents:

A. Grantee Implementation Plan, as approved by System Agency and incorporated into the Contract thereafter by reference; and
B. Prevention and Behavioral Health Promotion Program Guidance document (hereafter referred to as the "Program Guide") https://hhs.texas.gov/about-hhs/process-improvement/improving-services-texans/behavioral-health-services/substance-use-misuse-prevention.

II. GOAL

To prevent substance use and misuse and promote behavioral health and wellness in youth, families, and communities across Texas. Grantees will implement the following strategies as outlined in the Program Guide:

A. Prevention Education,
B. Information Dissemination,
C. Positive Alternatives,
D. Problem Identification and Referral,
E. Community-Based Processes,
F. Environmental and Social Policies.

III. GENERAL RESPONSIBILITIES

Grantee shall:

A. Provide prevention services and activities in accordance with the rules in Title 26 of the Texas Administrative Code (TAC), Chapter 321(A) and as outlined in this agreement, the Program Guide and the System-Agency approved grantee Implementation Plan.
B. Submit an annual Implementation Plan for review and approval by System Agency that details how all required services and strategies will be implemented locally. Any changes to the Implementation Plan must receive prior approval of System Agency. The Implementation Plan template is located in the Program Guide.
C. Develop policies and procedures as required by 1 TAC §392.511 and outlined within the Program Guide, "Policy and Procedures Guidance" and make them available for inspection by the System Agency.
D. Follow the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (The National CLAS Standards, 2013) and demonstrate

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good-faith efforts to reach out to under-served populations as detailed within the Program Guide, "Adherence to CLAS Standards'.

E. Secure and maintain community agreements with partners that adhere to the Program Guide, "Community Agreements". Agreements may include a Memorandum of Understanding (MOU), a Letter of Agreement (LOA), Memorandum of Agreement (MOA) or other agreement as approved by System Agency.
F. Appropriate level staff shall participate in System Agency meetings, trainings, and state-scheduled calls per requirements in the Program Guide, "Required HHS Meetings and Communication".
G. Submit additional documentation as requested by the System Agency.
H. Post in a prominent location, legible prohibitions against firearms, weapons, alcohol, and illegal drugs, illegal activities, and violence at program sites that do not have the existing prohibitions posted.
I. Conduct and document quarterly fidelity and quality assurance checks of all required activities.
J. System Agency requires all deliverables excluding the CMBHS deliverables be submitted within Globalscape EFT, and/or any alternative method required by System Agency. Grantee is required to maintain access to required systems or platforms for the term of this contract.

IV. STAFFING AND STAFF COMPETENCY REQUIREMENTS

A. Grantee shall designate two media representatives to assist with the statewide media campaign as described in the Program Guide. Grantee's participation is required.
B. The Prevention Program Director and all other prevention program staff must complete the general required trainings as specified in the Program Guide, Section General Staff Training Requirements. All training and certification documentation must be maintained within the employees' file for System Agency review upon request.

V. CRIMINAL BACKGROUND VERIFICATION REQUIREMENTS

Grantee shall establish and adhere to policies on conducting criminal background checks of potential employees, volunteers and/or subcontractors, which at a minimum must include:

A. A pre-employment criminal background check for any individual that will have direct contact with youth, families, or other participants;
B. Standards detailing hiring decisions for employees with a background check finding; and,
C. Requirements for employees to report post-employment instances that would negatively impact subsequent background checks.

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VI. CONSENT

Grantees are required to obtain consent from participants and their parents/legal guardians in accordance with applicable laws. This includes obtaining consent for any youth prevention program services as well as any activities, including Positive Alternatives, that occur off-site or involve participant travel. Grantee will document consent using a form or process created by Grantee. Grantee will maintain all relevant consent documentation on file.

VII. DOCUMENTATION OF STRATEGIES AND SERVICES

Grantee shall utilize the Prevention Activity Tracking Tool (PATT), or other electronic tools as required by the System Agency, to document prevention activities as outlined in the Program Guide, "Documentation of Strategies and Services".

VIII. CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (CMBHS) COMPONENTS

A. Grantee shall use the CMBHS components/functionality specified below, in accordance with the System Agency instructions:

1. Request/maintain user access for appropriate staff, (including access control and credential maintenance);
2. Provider detail;
3. Performance Measures;
4. Financial Status Reports (FSR);
5. Invoices; and
6. Curriculum Outcome Measures (**YPS**, **YPU**, and **YPI** Programs only).

B. 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.

C. Notify the CMBHS Helpdesk within 10 business days of any change to the designated Security Administrator or the back-up Security Administrator.

D. 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 sub-Grantees 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.

E. Establish and maintain a security policy that ensures adequate system security and protection of confidential information.

F. 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.

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G. Attend System Agency training on CMBHS documentation.
H. Use other CMBHS components and meet CMBHS training requirements per request by the System's Agency. (The use of CMBHS is not limited to the components and functionality listed above.)

IX. DELIVERABLE AND REPORTING REQUIREMENTS

A. Grantee shall submit all required reports of monitoring activities to System Agency by the applicable due dates outlined in **Attachment C, Deliverables and Performance Measures**.
B. The following reports must be submitted to System Agency via GlobalScape EFT (https://sftp.hhs.texas.gov) by the required due dates and report name described in the **Attachment C, Deliverables and Performance Measures**.

1. In addition to Clinical Management for Behavioral Health Services (CMBHS), Grantees are required to submit data, reports, performance measures, and any other requested information into data systems designated by the System Agency.
2. Grantee will submit the Program Staffing Form within 10 business days of a revision using the System-Agency process outlined in the Program Guide.
3. Grantee shall submit an annual Implementation Plan for System Agency approval. The approved Implementation Plan shall be incorporated as part of the Contract.
4. Grantee shall submit a Financial Status Report (FSR), for each awarded program referenced in the Signature Page, Section IV, (D), Grantee's Prevention Grant Program(s).
5. Grantee shall submit a General Ledger for each awarded program referenced in the Signature Page, Section IV, (D), Grantee's Prevention Grant Program(s) to support each Program's FSR.
6. Grantee shall submit monthly invoices in Clinical Management for Behavioral Health Services (CMBHS) for each awarded program referenced in the Signature Page, Section IV, (D), Grantee's Prevention Grant Program(s).
7. Grantee shall submit annual Contract Closeout documentation, for each awarded program referenced in the Signature Page, Section IV, (D) Grantee's Prevention Grant Program(s), this is required each fiscal year, and a final contract closeout will be due October 15.
8. Grantee shall submit a CMBHS Security Attestation Form twice a fiscal year.
9. Grantee will report the performance measures for the previous month's activities in CMBHS by the 15th of the current month, for each awarded program referenced in the Signature Page, Section IV, (D) Grantee's Prevention Grant Program(s).
10. Grantee's duty to submit documents will survive the termination or expiration of this Contract.

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X. PERFORMANCE MEASURE DEFINITIONS AND GUIDANCE

A. Grantee shall reference Program Guide, "Performance Measure Definitions and Guidance" for the YP, PRC, and CCP performance measure definitions and guidance regarding the data to report.
B. Grantee shall report the performance measures required by each funded program documented in **Attachment C, Deliverables and Performance Measures.**
C. System Agency will monitor Grantee's performance of the requirements in **Attachment A**, specific program Statements of Work as applicable, and **Attachment C Deliverables and Performance Measures.**

XI. SYSTEM AGENCY INFORMATION

Name:	Bryan Hunter
Email:	Bryan.Hunter@hhs.texas.gov
Telephone:	512-206-5313
Address:	909 W 45th Street, Bldg. 555 (MC 2058)
City/Zip:	Austin TX 78751

XII. RENEWALS

No renewal options available for this contract.

XII. GRANTEE INFORMATION

Grantee TIN	17560005906
Contract Detremination	Subrecipient
Payment Method:	Cost Reimbursement

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ATTACHMENT A-1

YOUTH PREVENTION PROGRAMS

THIS STATEMENT OF WORK IS NOT CURRENTLY APPLICABLE TO THIS CONTRACT.

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ATTACHMENT A-2
COMMUNITY COALITION PARTNERSHIP
STATEMENT OF WORK

I. PURPOSE

The purpose of the Community Coalition Partnership (CCP) is to mobilize the community to implement evidence-based environmental strategies related to substance use and misuse prevention and behavioral health promotion. Grantee may take an approach that addresses the Social Determinants of Health with an effort to produce outcomes that change policies and influence social norms.

II. GOALS

A. To increase citizen participation and commitment among all sectors of the community towards reducing substance use and misuse and promoting behavioral health.
B. To create community environments that foster behavioral health and wellness and address environmental factors that lead to substance use and misuse.
C. To increase community awareness regarding substance use and misuse through the dissemination of information through community-based processes that includes presentations, media campaigns, and other distribution networks.

III. SERVICE AREA

A. Grantee shall provide services and focus CCP strategies in the counties (service area) listed below, as approved by System Agency:
Region: 1
Counties: Lubbock, Hockley
B. Grantee may request to add and/or delete counties referenced in Section III (A); however, all requests for additional counties must be within the same region. The counties per HHS region are documented at the following link: https://hhs.texas.gov/sites/default/files/documents/about-hhs/hhs-regional-map.pdf
C. Grantee's request to revise the service are shall comply with the following requirements:
   1. Submit email requests to the assigned contract manager and the SA Mailbox, SubstanceAbuse.Contracts@hhs.texas.gov.
   2. The requests must include the following information:
      i. Legal Entity Name;
      ii. Contract number;
      iii. Program ID;
      iv. Current service area;
      v. Revised service area;
      vi. Justification for service area change.
D. System Agency may revise the Service area in accordance with **Attachment F, HHSC Additional Provisions**, Section 4. Miscellaneous Provisions, A. Minor Administrative Changes. All revisions to the service area are considered a minor administrative change

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and do not require an amendment. System Agency shall provide a written notification to document revisions to the service area.

IV. TARGET POPULATION

The coalition's sector representation should strategically align with the targeted strategies as outlined in the Program Guide, https://hhs.texas.gov/about-hhs/process-improvement/improving-services-texans/behavioral-health-services/substance-use-misuse-prevention.

The CCP should implement strategies to enhance outcomes for the following populations:

A. The primary population is adolescents (ages 12-17) and young adults (ages 18-25) within the approved service area.
B. The secondary population is the general population across the lifespan within the approved service area.

V. GRANTEE RESPONSIBILITIES

Grantee shall:

A. Conduct prevention services and activities through the operation of one or more coalition(s) that utilize(s) the Strategic Prevention Framework (SPF) process as a guide.
B. Implement the combination of Center for Substance Abuse Prevention (CSAP) strategies identified in the Program Guide including: information dissemination, alternative activities; community-based processes; and environmental strategies to shift related policies, practices, norms and community conditions.
C. Develop, implement, and maintain a policy to reflect the CCP coalition's cultural competency efforts; maintain current policies and procedures and make them available for System Agency review upon request.
D. Document application of CLAS (Culturally and Linguistically Appropriate Services) standards by completing the CLAS section of the Quarterly Reporting form.
E. Collaborate with the PRCs (Prevention Resource Centers) on Tobacco Retail Education endeavors as needed to prevent tobacco use.
F. Use supplemental block grant funds awarded to address the negative impact of COVID-19 on behavioral health, in accordance to the guidance provided by System Agency in the Program Guide. The COVID-19 funding will be managed under the Program ID (**CCP-COV**) and require separate invoicing and FSR submissions. At minimum, Grantee shall:
    1. Develop and implement community-wide activities that reduce stress, address trauma, or promote behavioral health and wellness;

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2. Develop and implement projects that change physical environment, build community resilience, or improve systemic processes to enhance behavioral health and wellness;
3. Document strategies as documented above in Section V. (F 1-2) in the Implementation Plan for review and approval by System Agency. Grantee will not implement strategies prior to receiving System Agency approval. Any changes to strategies will be submitted to System Agency and approved in the Implementation Plan prior to implementation;
4. Use data to prioritize strategies as documented above in Section V. (F 1-2), detailed in Program Guide, "COVID-19 Supplemental Funding Guidance";
5. Prioritize behavioral health equity; and
6. Focus services and resources in areas disproportionately impacted by COVID-19.

G. All proposed strategies must be approved by System Agency prior to implementation and documented in the Implementation Plan.

VI. POLICY/PROCEDURAL REQUIREMENTS

Grantee shall:

A. Operate in accordance with the rules in Title 26 of the Texas Administrative Code (TAC), Chapter 321 (https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=26&pt=1&ch=321).
B. Ensure all program staff for this contract shall be registered with and have access to the CCP forum. Staff must request access using procedures outlined in the Program Guide, "Community Coalition Partnership Program Specific Staffing Requirements".
C. Follow the submission schedule and reporting requirements detailed in **Attachment C, Deliverables and Performance Measures.**
D. Submit required reports to System Agency by the applicable due dates outlined in **Attachment C, Deliverables and Performance Measures.**
E. If the due date for all required deliverables is on a weekend or holiday, the due date is the following business day.

VII. COMMUNITY COALITION PARTNERSHIP STAFFING REQUIREMENTS

A. In addition to the staffing requirements outlined in the **Attachment A, General Statement of Work**, Community Coalition Partnership Programs must:
   a. Employ a minimum of one Program Director at .25 Full-Time Equivalent (FTE) per coalition funded.
   b. Employ a minimum of one Coalition Coordinator at 1.0 FTE per coalition funded.
B. CCP staff shall receive coalition competency training as outlined in the Program Guide.

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VIII. PERFORMANCE MEASURES

Grantee shall report in CMBHS all required performance measures documented on **Attachment C, Deliverables and Performance Measures**. Grantee shall ensure all performance measures are submitted by the due date.

IX. DELIVERABLE AND REPORTING REQUIREMENTS

A. Grantee shall submit the CCP program report/deliverables in accordance with **Attachment C, Deliverables and Performance Measures.**

B. The CCP program deliverables described above are as follows:

1. **Quarterly Reports:** Using approved System Agency template, the Grantee will document accomplishments and barriers during the implementation of programmatic activities.

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ATTACHMENT A-3
PREVENTION RESOURCE CENTERS
STATEMENT OF WORK

I. PURPOSE

The purpose of the Prevention Resource Centers (PRCs) is to increase the capacity of the statewide substance misuse prevention system. PRC services seek to enhance community collaboration, increase community awareness and readiness, provide information and resources on substance use and related behavioral health data, and support professional development of the prevention workforce, and strengthen regional compliance with tobacco and nicotine laws.

II. GOALS

A. To maintain and serve as the primary resource for substance use and related behavioral health data for the region.
B. To build the prevention workforce capacity through technical support and coordination of prevention trainings.
C. To increase community awareness of substance use and misuse and the broader social determinants that impact behavioral health by disseminating information across a wide variety of media outlets and distribution networks.
D. To strengthen compliance with existing laws on the sale of tobacco and nicotine products to minors through education and monitoring activities.

III. SERVICE AREA

A. Grantee shall provide services and focus PRC strategies in the counties (service area) listed below, as approved by System Agency:
Region: 1
Counties: Armstrong, Bailey, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Crosby, Dallam, Deaf Smith, Dickens, Donley, Floyd, Garza, Gray, Hale, Hall, Hansford, Hartle,y Hemphill, Hockley, Hutchinson, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Sherman, Swisher, Terry, Wheeler, Yoakum
B. Grantee may request to add and/or delete counties referenced in Section III (A); however, all requests for additional counties must be within the same region. The counties per HHS region are documented at the following link: https://hhs.texas.gov/sites/default/files/documents/about-hhs/hhs-regional-map.pdf
C. Grantee's request to revise the service are shall comply with the following requirements:
    1. Submit email requests to the assigned contract manager and the SA Mailbox, SubstanceAbuse.Contracts@hhs.texas.gov.
    2. The requests must include the following information:
        i. Legal Entity Name;
        ii. Contract number;

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iii. Program ID;
iv. Current service area;
v. Revised service area;
vi. Justification for service area change.

D. System Agency may revise the service area in accordance with **Attachment F, HHSC Additional Provisions**, Section 4. Miscellaneous Provisions, A. Minor Administrative Changes. All revisions to the service area are considered a minor administrative change and do not require an amendment. System Agency shall provide a written notification to the service area.

IV. TARGET POPULATION

A. The primary target population is all System Agency-funded substance misuse prevention providers in the region.
B. The target population may also include school administrators and teachers, community groups and coalitions, education services centers (ESCs), local mental health authorities (LMHAs), substance use disorder intervention and treatment organizations, law enforcement, healthcare entities, healthcare providers, pharmaceutical entities that hold information about substance use or prescription medication, tobacco retailers, higher education institutions, and community stakeholders including youth, young adults, parents, and residents in Texas.

V. GRANTEE RESPONSIBILITIES

Grantee shall:

A. Conduct prevention services and activities in accordance with the rules in Title 26 of the Texas Administrative Code (TAC), Chapter 321(A);
B. Implement Center for Substance Abuse Prevention (CSAP) Strategies associated with each PRC core function outlined in the Program Guide, Section V "Required Frameworks/Models. The Program guide can be found at the following site: https://hhs.texas.gov/about-hhs/process-improvement/improving-services-texans/behavioral-health-services/substance-use-misuse-prevention.

VI. PRC CORE FUNCTIONS

A. **Data Resource Coordination (Data Core)**

A goal of each Prevention Resource Center (PRC) is to maintain and serve as the primary resource for substance use and related behavioral health data for the region. This includes collecting, analyzing, and synthesizing data for local needs assessments and sharing data with other funded prevention programs and community members at large as detailed in the Program Guide. Grantee will also develop and maintain a Regional Epidemiological Workgroup (REW) and develop a Regional Needs Assessment as outlined in the Program Guide.

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B. **Training and Professional Development Coordination (Training Core)**
A goal of the PRC Training Core is to build the prevention workforce capacity through technical support and coordination of prevention trainings. This goal will be addressed through the implementation of the CSAP strategy of Community-Based Processes, which is designed to enhance the ability of the community to more effectively provide prevention services. Grantee will conduct and document activities within the PRC Training Core in accordance with requirements in the Program Guide. This includes but is not limited to working with the System Agency-funded training entity and other community-based organizations to: host trainings; identify training locations; and promote/coordinate regional trainings.

C. **Media Awareness Activities Coordination (Media Core)**
A goal of each Prevention Resource Center (PRC) is to increase awareness of the community regarding substance use and misuse through Media Awareness Activities. Media Awareness Activities are marketing efforts that serve the target population. As part of this requirement, grantees will implement strategies as outlined in the Program Guide, including but not limited to: developing messaging; promoting messaging; maintaining social media accounts; and, participating in the Statewide Media Campaign.

D. **Tobacco-Specific Prevention Activities Coordination (Tobacco Prevention Core)**
A goal of the PRCs is to strengthen compliance with existing laws on the sale of tobacco and nicotine products to minors through education and monitoring activities. This will be conducted in accordance to the Program Guide including but not limited to: conducting on-site, voluntary checks with tobacco retailers to assess compliance with tobacco laws; providing education to tobacco retailers in the region; and conducting follow-up visits for retailers with tobacco-related violations.

VII. POLICY/PROCEDURAL REQUIREMENTS

Grantee shall:

A. Submit required reports of monitoring activities for PRC program to System Agency by the applicable due dates outlined in **Attachment C, Deliverables and Performance Measures.**
B. Designate the number of Media Representatives described in the Program Guide.
C. Register for and maintain access to the PRC forum in accordance with the Program Guide "Required HHS Meetings and Communications". Staff must request access using procedures outlined by the System Agency.

VIII. DELIVERABLE AND REPORTING REQUIREMENTS

A. Grantee shall submit all PRC reports/deliverables by the due dates, in accordance with **Attachment C, Deliverables and Performance Measures.**
B. The PRC program deliverables described above are as follows:
   1. **Mid-year Report:** In this report, the Grantee indicates their progress toward their fiscal year performance measures and other goals, provide reasons for any difficulties in reaching targets, and describe successes and challenges faced.

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2. **Regional Needs Assessment:** Using a template developed by the System Agency in consultation with the PRCs, the Grantee shall collect, present, and analyze primary and secondary data relevant to prevention and behavioral health promotion.
3. **Post Regional Needs Assessment to website:** The Grantee will post a PDF of their completed Regional Needs Assessment to their organization's website.

IX. PRC STAFFING REQUIREMENTS

A. In addition to the staffing requirements outlined in the **Attachment A, General Statement of Work**, PRC Programs must employ a:
   1. Program Director at a minimum of .50 Full-Time Equivalent (FTE) to oversee program and ensure compliance with implementation requirements.
   2. Data Coordinator, at a minimum of 1 FTE, who will conduct prevention program services focused on the Data Core requirements of this Contract.
   3. Public Relations Coordinator, at a minimum of 1 FTE, who will conduct prevention program services focused on the Media and Training Prevention Core requirements of this Contract.
   4. Tobacco Prevention Coordinator, at a minimum of 1 FTE, who will conduct prevention program services focused on the Tobacco Prevention Core requirements of this Contract.

B. PRC staff shall receive prevention resource training(s) and tobacco law training outlined in the Program Guide "Prevention Resource Center Specific Staff Training Requirements". Grantee shall ensure the trainings are held within the timeframes documented in the Program guide.

X. PERFORMANCE MEASURES

A. Grantee's performance will be measured in part on the achievement of the PRC Program performance measures.
B. Grantee shall report these performance measures monthly through CMBHS under the Measures component.
C. The PRC program Performance Measures can be referenced in **Attachment C, Deliverables and Performance Measures.**

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ATTACHMENT B
FISCAL REQUIREMENTS

Grantee shall ensure compliance to the fiscal requirements of the Contract, as follows:

A. This Contract is funded from the United States Health & Humans Services (HHS), Substance Abuse and Mental Health Services Administration (SAMSHA), Substance Abuse Prevention Treatment (SAPT) Grant, Assistance Listing Number (ALN) 93.959.

B. Compliance with the Code of Federal Regulation (CFR), 45 CFR Part 96, Subpart C, as applicable, referenced at the following link: https://ecfr.io/Title-45/pt45.1.96#sp45.1.96.c;

C. Compliance with the following Grant requirements, located at System Agency's website, https://hhs.texas.gov/doing-business-hhs/grants.
   1. Electronic Code of Federal Regulations (2 CFR 200);
   2. Federal Uniform Grant Guidance;
   3. Grant Technical Assistance guide; and
   4. Texas Grant Management Standards.

D. Access the Transactions List report in CMBHS to identify the amount of federal funds allocated to this award for each transaction.

E. The SAPT grant, Assistance Listing number 93.959 requires a five (5%) percent match requirement.

F. Any unexpended balance associated with any other System Agency-funded contract may not be applied to this Contract.

G. Compliance to the following Invoicing and Payment requirements:
   1. Submit monthly invoices to the System Agency utilizing CMBHS. Monthly invoices required for all Programs awarded funding, in accordance with the **Contract Signature document, Section IV, Budget (D)**. All invoices shall be submitted by the deadlines established in **Attachment C, Deliverables and Performance Measures.**
   2. Be paid on a monthly basis and in accordance with services performed under this Contract.
   3. In Fiscal Year 2023, the **CCP-COV Program** activities shall end on **March 14, 2023**. Grantee shall submit the final invoice for this Program by **April 15, 2023**.

H. The Contract Fiscal Year allocation information is as follows:
   1. System Agency Share total reimbursements will not exceed $1,821,218.00 for the period from September 1, 2021 through August 31, 2024, as follows:
      i. Fiscal Year 2022, September 1, 2021 through August 31, 2022 - $708,791.00;

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ii. Fiscal Year 2023, September 1, 2022 through August 31, 2023 - $612,427.00;
iii. Fiscal Year 2024, September 1, 2023 through August 31, 2024 - $500,000.00.

2. For each Fiscal Year noted in Section H, (1) (i-iii), Grantee shall provide a five percent (5%) match requirement, as follows:
   i. Fiscal Year 2022, September 1, 2021 through August 31, 2022: $25,000.00;
   ii. Fiscal Year 2023, September 1, 2022 through August 31, 2023: $25,000.00;
   iii. Fiscal Year 2024, September 1, 2023 through August 31, 2024: $25,000.00.
3. The total amount of this Contract, including applicable match will not exceed $1,896,218.00 as documented below:
   i. Fiscal Year 2022, September 1, 2021 through August 31, 2022 - $733,791.00;
   ii. Fiscal Year 2023, September 1, 2022 through August 31, 2023 - $637,427.00;
   iii. Fiscal Year 2024, September 1, 2023 through August 31, 2024 - $525,000.00.
4. All Grantees awarded funding for a CCP Program are receiving Substance Abuse Block Grant (SAPT) Funding for the COVID-19 activities referenced in **Attachment A-3, Community Coalitions Partnership Statement of Work**. The COVID-19 funding is included in the allocation information referenced in Section H, 1 (i-iii); fiscal year allocations are as follows:
   i. Fiscal Year 2022, September 1, 2021 through August 31, 2022 - $208,791.00;
   ii. Fiscal Year 2023, September 1, 2022 through March 14, 2023 - $112,427.00.

I. The Cost Reimbursement Budget information is as follows:
   1. The Cost Reimbursement budget documents all approved and allowable expenditures; Grantee shall *only* utilize the funding detailed in Attachment B-1 for approved and allowable costs. If Grantee requests to utilize funds for an expense not documented on the approved budget, Grantee shall notify, in writing, the System Agency assigned contract manager and request approval prior to utilizing the funds. System Agency shall provide written notification regarding if the requested expense is approved.
   2. If needed, Grantee may revise the Attachment B-1, Approved Cost Reimbursement Budget, which documents the approved budget for each allocated Program. The requirements for each allocated Program are as follows:
      i. Grantee may transfer funds from the budgeted direct categories only; with the exception of the Equipment Category. Grantee may transfer up to 10 percent of the allocated fiscal year Program amount without System Agency

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approval. Budget revisions exceeding the ten percent requirement require System Agency's written approval.

ii. Grantee may request revisions to the approved Cost Reimbursement budgeted direct categories that exceed the 10 percent requirement stated in Attachment B-1, Approved Categorical Budget, excluding 'Equipment' and/or 'Indirect Cost' categories, by submitting a written request to the assigned contract manager. This change is considered a minor administrative change and does not require an amendment, in accordance with **Attachment F, HHSC Additional Provisions, Section 4. Miscellaneous Provisions, item A. Minor Administrative Changes**. System Agency will provide written notification of the approval or denial of the request. The budget revisions are *not* authorized, and funds *cannot* be utilized until Grantee receives written approval.

iii. Grantee may request transferring funds between awarded Programs by submitting a written request to the assigned Contract Manager. This change is considered a minor administrative change and does not require an amendment, in accordance with **Attachment F, HHSC Additional Provisions, Section 4. Miscellaneous Provisions, item A. Minor Administrative Changes**. System Agency will provide written notification of the approval or denial of the request. The budget revisions are *not* authorized, and funds *cannot* be utilized until Grantee receives written approval.

iv. 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, 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.
4. Grantee shall submit annual categorical budgets for Fiscal Years 2023-2024 on the System Agency approved template in accordance to the deadline documented in **Attachment C, Deliverables and Performance Measures**. System Agency will provide written notification of the annual budget approval.
5. The approved fiscal year Categorical Budget for all awarded Program services is referenced in **Attachment B-1: Approved Categorical Budget.**

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Attachment B-1

PREVENTION MASTER SUMMARY PAGE

Organization Name:	City of Lubbock Health Department
Contract Number:	HHS001081400001
Prevention Program(s) Contracted to Provide:	CCP, CCP-COV, PRC
Region:	1
Fiscal Year:	2021-2024
Total Contract Value (System Agency+Match)	$733,791.00
Date Submitted to HHSC:	

Master Budget Roll-Up

Budget Categories	System Agency Funds Requested	Cash Match	Non System Agency funds	Category Total
Personnel	$190,948.00	$0.00	$0.00	**$190,948.00**
Fringe Benefits	$91,655.00	$0.00	$0.00	**$91,655.00**
Travel	$61,175.00	$0.00	$0.00	**$61,175.00**
Equipment	$0.00	$0.00	$0.00	**$0.00**
Supplies	$101,655.00	$0.00	$0.00	**$101,655.00**
Contractual	$217,600.00	$0.00	$0.00	**$217,600.00**
Other	$45,758.00	$25,000.00	$0.00	**$70,758.00**
Total Direct Costs	$708,791.00	$25,000.00	$0.00	**$733,791.00**
Indirect Costs	$0.00	$0.00	$0.00	**$0.00**
Totals	**$708,791.00**	**$25,000.00**	**$0.00**	**$733,791.00**

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CCP PROGRAM

Budget Summary Detail

Budget Categories	System Agency Funds Requested	Non-System Agency Funds		Category Total
		Cash Match	In-Kind	
Personnel	$ 85,721.00		$ -	$ 85,721.00
Fringe Benefits	$ 41,146.00		$ -	$ 41,146.00
Travel	$ 43,075.00		$ -	$ 43,075.00
Equipment	$ -		$ -	$ -
Supplies	$ 8,000.00		$ -	$ 8,000.00
Contractual	$ 46,800.00		$ -	$ 46,800.00
Other	$ 25,258.00	$ 12,500.00	$ -	$ 37,758.00
Total Direct Costs	$ 250,000.00	$ 12,500.00	$ -	$ 262,500.00
Indirect Costs	$ -		$ -	$ -
Totals	$ 250,000.00	$ 12,500.00	$ -	$ 262,500.00

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CCP-COV PROGRAM

Budget Summary Detail

Budget Categories	System Agency Funds Requested	Non-System Agency Funds		Category Total
		Cash Match	In-Kind	
Personnel	$ -		$ -	$ -
Fringe Benefits	$ -		$ -	$ -
Travel	$ -		$ -	$ -
Equipment	$ -		$ -	$ -
Supplies	$ 91,791.00		$ -	$ 91,791.00
Contractual	$ 100,000.00		$ -	$ 100,000.00
Other	$ 17,000.00		$ -	$ 17,000.00
Total Direct Costs	$ 208,791.00	$ -	$ -	$ 208,791.00
Indirect Costs	$ -		$ -	$ -
Totals	$ 208,791.00	$ -	$ -	$ 208,791.00

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PRC PROGRAM

Budget Summary Detail

Budget Categories	System Agency Funds Requested	Non-System Agency Funds		Category Total
		Cash Match	In-Kind	
Personnel	$ 105,227.00		$ -	$ 105,227.00
Fringe Benefits	$ 50,509.00		$ -	$ 50,509.00
Travel	$ 18,100.00		$ -	$ 18,100.00
Equipment	$ -		$ -	$ -
Supplies	$ 1,864.00		$ -	$ 1,864.00
Contractual	$ 70,800.00		$ -	$ 70,800.00
Other	$ 3,500.00	$ 12,500.00	$ -	$ 16,000.00
Total Direct Costs	$ 250,000.00	$ 12,500.00	$ -	$ 262,500.00
Indirect Costs	$ -		$ -	$ -
Totals	$ 250,000.00	$ 12,500.00	$ -	$ 262,500.00

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Attachment C
Deliverables and Performance Measures

1. All deliverables for the Contract are listed in the below deliverable table: Grantee is required to submit all deliverablaes for the **Attachment A, General Statement of Work, Attachment B, Budget**, and for all Prevention Programs (YP's, PRC, CCP) awarded in accordance with the Contract Signature Document.

2. Grantee shall ensure all required deliverables are submitted as follows:

a. The deliverables submitted in GlobalScape shall be named the deliverable name refernced in column **"Report Name"**.

b. Reports are submitted by the due date in column **"Due Date"**. Note: Deliverables due on the weekend and/or holiday are due the next business day.

c. Reports are submitted by the submission system documented in the column **"submission system"**. All deliverables are submitted by one of the two methods, GlobalScape, and/or CMBHS.

d. System Agency may request deliverables to be submitted through an alternate submission system.

3. Grantee is required to submit performance measures in CMBHS for all Prevention Programs awarded. Grantee shall ensure compliance to the following requirements:

a. CCP, PRC and YP performance measures are submitted in CMBHS by the 15th of the current month. Grantee shall report the previous months activities.

b. Performance will be measured in part on the achievement of the key performance measures.

c. Guidance concering each performance measure can be found in the Program Guide, "Performance Measure Definitions and Guidance."

Requirement	Report Name	Due Date*	Submission System
Attach A, General Statement of Work	Program Staffing Form	Per fiscal year: September 15 and within 10 business days of a revision.	GlobalScape
Attach A, General Statement of Work	CMBHS Security Attestation Form and Listing of Authorized Users	Per fiscal year: September 15th & March 15th	GlobalScape
Attacment B, Budget	Cateogorical Budget	FY23-24 Categorical Budget, as follows: FY22: FY23 budget due June 1, 2022 FY23: FY24 budget due June 1, 2023	GlobalScape
Attach A, General Statement of Work	Implementation Plan	Annually, on the following schedule: FY22 Implementatin Plan: September 30, 2021 FY23 Implementation Plan: by July 15th, 2022 FY24 Implementation Plan: by July 15th, 2023	GlobalScape
Attach A, General Statement of Work	General Ledger (for each funded program)	Per fiscal year, quarterly report schedule: Q1 reporting period, due December 31st Q2 reporting period, due March 31st Q3 reporting period, due June 30th Q4 reporting period, due September 30th	GlobalScape

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Attachment C
Deliverables and Performance Measures

1. All deliverables for the Contract are listed in the below deliverable table: Grantee is required to submit all deliverablaes for the **Attachment A, General Statement of Work**, **Attachment B, Budget**, and for all Prevention Programs (YP's, PRC, CCP) awarded in accordance with the Contract Signature Document.

2. Grantee shall ensure all required deliverables are submitted as follows:
a. The deliverables submitted in GlobalScape shall be named the deliverable name refernced in column **"Report Name"**.
b. Reports are submitted by the due date in column **"Due Date"**. Note: Deliverables due on the weekend and/or holiday are due the next business day.
c. Reports are submitted by the submission system documented in the column **"submission system"**. All deliverables are submitted by one of the two methods, GlobalScape, and/or CMBHS.
d. System Agency may request deliverables to be submitted through an alternate submission system.

3. Grantee is required to submit performance measures in CMBHS for all Prevention Programs awarded. Grantee shall ensure compliance to the following requirements:
a. CCP, PRC and YP performance measures are submitted in CMBHS by the 15th of the current month. Grantee shall report the previous months activities.
b. Performance will be measured in part on the achievement of the key performance measures.
c. Guidance concering each performance measure can be found in the Program Guide, "Performance Measure Definitions and Guidance."

Requirement	Report Name	Due Date*	Submission System
Attach A, General Statement of Work	Financial Status Reports (FSRs) (for each funded program)	Per fiscal year, quarterly report schedule for Financial Status Report (FSR) report: Q1 reporting period, due December 31st Q2 reporting period, due March 31st Q3 reporting period, due June 30th Q4 reporting period, due September 30th ***NOTE: The Final FSR is due 45 days after contract end date.***	CMBHS
Attach A, General Statement of Work	Performance Measures (for each funded program)	Report previous month's activities due on the 15th of the current month.	CMBHS or other system designated by System Agency
Attach A, General Statement of Work	Invoices (for each funded program)	Invoices for the previous month's activities on the 15th of the current month.	CMBHS
Attach A, General Statement of Work	Closeout documents (for each funded program)	Final closeout documents due October 15th each fiscal year	GlobalScape
Attachment A-1, YP SOW Reporting Requirements			
Attach A-1, YP Statement of Work	Curriculum Outcome Measures Reports	Due within 20 calendar days after the curriculum cycle has been completed. Submit each individual curriculum cycle and the associated	CMBHS or other system designated by System Agency
Attachment A-2, CCP SOW Reporting Requirements			
Attach A-2, CCP Statement of Work	Community Needs Assessment (CNA)	FY22: October 30th	GlobalScape

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Attachment C
Deliverables and Performance Measures

1. All deliverables for the Contract are listed in the below deliverable table: Grantee is required to submit all deliverablaes for the **Attachment A, General Statement of Work**, **Attachment B, Budget**, and for all Prevention Programs (YP's, PRC, CCP) awarded in accordance with the Contract Signature Document.

2. Grantee shall ensure all required deliverables are submitted as follows:

a. The deliverables submitted in GlobalScape shall be named the deliverable name refernced in column **"Report Name"**.

b. Reports are submitted by the due date in column **"Due Date"**. Note: Deliverables due on the weekend and/or holiday are due the next business day.

c. Reports are submitted by the submission system documented in the column **"submission system"**. All deliverables are submitted by one of the two methods, GlobalScape, and/or CMBHS.

d. System Agency may request deliverables to be submitted through an alternate submission system.

3. Grantee is required to submit performance measures in CMBHS for all Prevention Programs awarded. Grantee shall ensure compliance to the following requirements:

a. CCP, PRC and YP performance measures are submitted in CMBHS by the 15th of the current month. Grantee shall report the previous months activities.

b. Performance will be measured in part on the achievement of the key performance measures.

c. Guidance concering each performance measure can be found in the Program Guide, "Performance Measure Definitions and Guidance."

Requirement	Report Name	Due Date*	Submission System
Attach A-2, CCP Statement of Work	Logic Model	FY22: November 30th	GlobalScape
Attach A-2, CCP Statement of Work	Five-Year Strategic Plan	FY22: December 30th	GlobalScape
Attach A-2, CCP Statement of Work	Initial Evaluation Plan	FY22: January 30th	GlobalScape
Attach A-2, CCP Statement of Work	Quarterly Reports	Per fiscal year, quarterly report schedule as follows: Q1 reporting period, due December 15th Q2 reporting period, due March 15th Q3 reporting period, due June 15th Q4 reporting period, due September 15th	GlobalScape
Attachment A-3, PRC SOW Reporting Requirements			
Attach A-3, PRC Statement of Work	Mid-year Report	Each Fiscal Year, due March 31st	GlobalScape
Attach A-3, PRC Statement of Work	Regional Needs Assessment	Each Fiscal Year, due July 30th	GlobalScape
Attach A-3, PRC Statement of Work	Post Regional Needs Assessment to website	Each Fiscal Year, August 31st	GlobalScape

Note: Deliverables due on the weekend and/or holiday are due date is the next business day.

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Attachment C
Deliverables and Performance Measures

Organization Name:	City of Lubbock Health Department
Region:	1
County(ies):	See Program Attachment A2

CCP	Coalition Name	FTE Assigned	Performance Measure	Approved Performance Measures				
				Sept-Nov	Dec-Feb	Mar-May	Jun-Aug	Annual
CCP 1	Lubbock HEARD Coalition	2	3D. Number of media awareness activities (not including social media) focused on prevention and behavorial health promotion.	1	1	1	0	3
CCP 2			3E. Number of social media messages focused on prevention and behavorial health promotion messaging and the statewide media campaign.	36	36	36	36	144
CCP 3			4A. Number of community-based processes focused on prevention and behavorial health promotion.	68	68	68	68	272
CCP 4			4B. Number of adults attending community-based processes focused on prevention and behavorial health promotion.	400	400	400	400	1600
CCP 5			4C. Number of youth attending community-based processes focused on prevention and behavorial health promotion.	80	80	80	80	320
CCP 6			5A. Number of changed policies and social norms related to prevention and behavorial health promotion.	0	0	0	2	2
COVID Supplemental Funds Performance Measures								
			S1. Number of projects that change physical environment, build community resilience, or improve systemic processes to enhance behavioral health and wellness.	0	0	0	2	2
			S2. Number of youth attending stress reduction/trauma healing activities.	0	15	15	30	60
			S3. Number of adults attending stress reduction/trauma healing activities.	0	60	60	120	240
Total CCP FTEs:		2						

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Attachment C
Deliverables and Performance Measures

Organization Name:			City of Lubbock					
Region:			1					
PRC	PRC Name		Performance Measures	Approved Performance Measures				
				Sept-Nov	Dec-Feb	Mar-May	Jun-Aug	Annual
PRC 1	City of Lubbock	2.5	3D. Report the number of prevention and behavioral health promotion media placements (including those from the statewide media campaign) delivered through traditional media.	1	1	1	0	3
			3E. Report the number of messages delivered through social media related to the prevention priorities and the statewide media campaign.	36	36	36	36	144
			3F. Report the number of times that local, county, or regional data is shared.	30	30	30	30	120
			4D. Report the number of trainings coordinated and/or hosted in the region within the month.	1	1	1	1	4
			4E. Report the number of adults attending trainings coordinated and/or hosted in the region within the month.	20	20	20	20	80
			4F. Report the number of schools contacted to promote the Texas School Survey. If the same school is contacted more than one time, only count it once.	20	20	20	20	80
			5B. Report the number of compliance checks, including follow-up visits for non-compliance, that are conducted on-site with tobacco retailers.	270	270	270	270	1080
Total PRC FTEs:		2.5						

*Note: Due to rounding, the sum of quarterly targets in the formula projections may be slightly higher or lower than the annual targets. HHSC will adjust the quarterly targets to equal the annual targets in the final contract measures.

**Compliance check measures are TBD as they are calculated based on the number of licensed tobacco retailers in each region:

1) In PRC regions with fewer than 2,400 licensed tobacco retailers, Grantee must visit a minimum of 25% of active retailers (unduplicated) each quarter. Grantee will visit 100% of the active tobacco retailers throughout the term of the fiscal year.

2) In PRC regions with 2,400 to 4,000 licensed tobacco retailers, Grantee must visit 2,000 of the active tobacco retailers in the region, throughout the term of the fiscal year. Grantee will visit a minimum of 25% of the active tobacco retailers (unduplicated) each quarter.

3) In PRC regions with more than 4,000 licensed tobacco retailers, Grantee will visit a minimum of 210 (unduplicated) tobacco retailers per month throughout the term of this Contract.

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HHSC Uniform Terms and Conditions Version 2.16.1
Published and Effective: March 26, 2019
Responsible Office: Chief Counsel

TEXAS
Health and Human Services

Health and Human Services Commission

HHSC Uniform Terms and Conditions - Grant

Version 2.16.1

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the Parties, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters.

"Attachment" means documents, terms, conditions, or information added to this Contract following the Signature Document or included by reference, and made a part of this Contract.

"Contract" means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference for all purposes.

"Deliverable" means the work product(s), including all reports and project documentation, required to be submitted by Grantee to the System Agency.

"Effective Date" means the date agreed to by the Parties as the date on which the Contract takes effect.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Contract. May also be referred to as "Contractor" in certain attachments.

"Health and Human Services Commission" or "HHSC" means the administrative agency established under Chapter 531, Texas Government Code, or its designee.

"HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"Intellectual Property Rights" means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
iv. domain name registrations; and
v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

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"Mentor Protégé" means the Comptroller of Public Accounts' leadership program found at: http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Program" means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

"Project" means specific activities of the Grantee that are supported by funds provided under this Contract.

"Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.

"Signature Document" means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

"Solicitation" or "Request for Applications (RFA)" means the document (including all amendments and attachments) issued by the System Agency under which applications for Program funds were requested, which is incorporated by reference for all purposes in its entirety.

"Solicitation Response" or "Application" means Grantee's full and complete response (including any attachments and addenda) to the Solicitation, which is incorporated by reference for all purposes in its entirety.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

"Statement of Work" means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

"System Agency" means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, authorized representatives and designees of those agencies. These agencies include: HHSC and the Department of State Health Services.

"Technical Guidance Letter" or "TGL" means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

"Work Product" means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee's performance of its duties under the Contract or through use of any funding provided under this Contract.

"Uniform Grant Management Standards" or "UGMS" means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas

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Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies.

1.2 INTERPRETIVE PROVISIONS

A. The meanings of defined terms include the singular and plural forms.
B. The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
C. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.
D. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
E. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
F. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
G. All Attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
H. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
I. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
J. Time is of the essence in this Contract.

ARTICLE II. PAYMENT METHODS AND RESTRICTIONS

2.1 PAYMENT METHODS

A. Except as otherwise provided by this Contract, the payment method will be one or more of the following:
   i. Cost Reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
   ii. Unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
   iii. Advance payment. This payment method is based on disbursal of the minimum necessary funds to carry out the Program or Project where the Grantee has

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implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law, state and federal regulations, and at the sole discretion of the System Agency.

B. Grantee shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.2 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following the end of the term of the Contract. Reimbursement or payment requests received after the deadline may not be paid.

2.3 Financial Status Reports (FSRs)

Except as otherwise provided, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to System Agency by the last business day of the month following the end of each quarter for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.4 Use of Funds

Grantee shall expend funds under this Contract only for approved services and for reasonable and allowable expenses directly related to those services.

2.5 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.6 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use Program Income, as provided in UGMS Section III, Subpart C, .25(g)(2), to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Contract, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Contract term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Contract.

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2.7 NONSUPPLANTING

Grant funds may be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds in place to support current programs and related activities.

2.8 ALLOWABLE COSTS

Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and applicable state and federal rules and law. The Parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for Allowable Costs. Additional federal requirements apply if this Contract is funded, in whole or in part, with federal funds.

2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable contracts. Grantee will provide the necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and Uniform Grant Management Standards (UGMS).

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 FUNDING

This Contract is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability of state funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages, that are caused or associated with such termination, or cancellation, and System Agency will not be required to give prior notice.

3.2 NO DEBT AGAINST THE STATE

This Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBT AND DELINQUENCIES

Grantee agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

3.4 RECAPTURE OF FUNDS

A. At its sole discretion, the System Agency may i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s), or ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice -

any funds erroneously paid by System Agency which are not expressly authorized under the Contract.

B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

A. System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include, but are not limited to:

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local, and Tribal Governments	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

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For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles and Procedures, or Uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

B. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

i. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee will be subject to the sanctions and remedies for non-compliance with this Contract.

ii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.

iii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in state funds awarded, Grantee shall have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and UGMS.

iv. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits.

v. Each Grantee that is required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS.

B. Financial Statements

Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements.

4.3 Submission of Audits and Financial Statements

A. Audits
Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit electronically one copy of the single audit or program-specific audit to the System Agency via:
i. HHS portal at: or,
https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau
ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements
Due no later than nine months after the Grantee's fiscal year end, Grantees which are not required to submit an audit, shall submit electronically financial statements via:
i. HHS portal at:
https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau; or,
ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the Grantee has reviewed the General Affirmations and that Grantee is in compliance with all requirements.

5.2 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Grantee has reviewed the Federal Assurances and that Grantee is in compliance with all requirements.

5.3 Federal Certifications

Grantee further certifies that, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, the Grantee has reviewed the Federal Certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Contract.

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 Ownership of Work Product

All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated

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therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing. Grantee agrees to execute all papers and to perform such other property rights as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.

6.2 Grantee's Pre-existing Works

To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Contract ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works, and Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

6.3 Agreements With Employees and Subcontractors

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this **Article VI**.

6.4 Delivery Upon Termination or Expiration

No later than the first calendar day after the termination or expiration of the Contract or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Contract. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Contract without the prior written consent of System Agency.

6.5 Survival

The provisions and obligations of this **Article VI** survive any termination or expiration of the Contract.

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ARTICLE VII. RECORDS, AUDIT, AND DISCLOSURE

7.1 BOOKS AND RECORDS

Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee shall maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the Contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.2 ACCESS TO RECORDS, BOOKS, AND DOCUMENTS

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee shall produce original documents related to this Contract. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.

B. As part of the services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Contract.

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7.4 SAO AUDIT

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

B. Grantee shall comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

7.5 CONFIDENTIALITY

Grantee shall maintain as confidential, and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Contract.

ARTICLE VIII. CONTRACT REMEDIES AND EARLY TERMINATION

8.1 CONTRACT REMEDIES

To ensure Grantee's full performance of the Contract and compliance with applicable law, the System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to:

i. suspending all or part of the Contract;
ii. requiring the Grantee to take specific actions in order to remain in compliance with the Contract;
iii. recouping payments made by the System Agency to the Grantee found to be in error;
iv. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
v. imposing any other remedies, sanctions or penalties authorized under this Contract or permitted by federal or state statute, law, regulation or rule.

8.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination. The System Agency's right to terminate the Contract for convenience is cumulative of all rights and remedies which exist now or in the future.

8.3 TERMINATION FOR CAUSE

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

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i. **Material Breach**
The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, in its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's Solicitation Response, if any, or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

ii. **Failure to Maintain Financial Viability**
The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

ARTICLE IX. MISCELLANEOUS PROVISIONS

9.1 AMENDMENT

The Contract may only be amended by an Amendment executed by both Parties.

9.2 INSURANCE

A. Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

B. These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.3 LEGAL OBLIGATIONS

Grantee shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee shall be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

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9.4 Permitting and Licensure

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Contract. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Contract.

9.5 Indemnity

A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

B. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLEGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.

C. For the avoidance of doubt, System Agency shall not indemnify Grantee or any other entity under the Contract.

9.6 Assignments

A. Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

B. Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

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9.7 Independent Contractor

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Contract. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. Should Grantee subcontract any of the services required in the Contract, Grantee expressly understands and acknowledges that in entering such subcontract(s), System Agency is in no manner liable to any Subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Contract. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Contract shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

9.8 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during work performance in the form of a Technical Guidance Letter (TGL). A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference for all purposes when it is issued.

9.9 Dispute Resolution

A. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Contract.

B. If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

9.10 Governing Law and Venue

The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

9.11 Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-

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enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

9.12 Survivability

Expiration or termination of the Contract for any reason does not release Grantee from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

9.13 Force Majeure

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

9.14 No Waiver of Provisions

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Contract shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

9.15 Publicity

A. Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

B. Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

C. Contractor is prohibited from using the Work for any Contractor or third party marketing, advertising, or promotional activities, without the prior written consent of System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Contractor's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Contractor as part of the Work.

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9.16 Prohibition on Non-compete Restrictions

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.17 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.

9.18 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible.

9.19 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.20 Proper Authority

Each Party represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract.

9.21 E-Verify Program

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

i. all persons employed to perform duties within Texas during the term of the Contract; and

ii. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Contract within the United States of America.

9.22 Civil Rights

A. Grantee agrees to comply with state and federal anti-discrimination laws, including:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);

ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);

iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);

iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);

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v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Contract.

B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://hhscx.hhsc.texas.gov/system-support- services/civil-rights/publications

E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.

G. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Contract. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

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9.23 System Agency Data

As between the Parties, all data and information acquired, accessed, or made available to Contractor by or through System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Contractor in the course of providing data processing services in connection with Contractor's performance hereunder, (the "**System Agency Data**"), is owned solely by System Agency. Contractor has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Contractor to fulfill its obligations under the Contract or as authorized in advance in writing by System Agency. For the avoidance of doubt, Contractor is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.

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HEALTH AND HUMAN SERVICES
CONTRACT NO. HHS001081400001
Attachment E CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. **Complete and Accurate Information**

   Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. **Public Information Act**

   Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. **Contracting Information Requirements**

   Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

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5. Assignment

A. Contractor shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.

B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and

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acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate.

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,"* published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

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18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

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26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: http://sao.fraud.state.tx.us/

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184

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- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
  Attn: Fraud Hotline
  MC 1300
  P.O. Box 85200
  Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

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31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the contract.

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36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:

1. Name of individual(s) (Contractor or employee(s));
2. Status;
3. The nature of the previous employment with HHSC or the other State of Texas agency;
4. The date the employment was terminated and the reason for the termination; and
5. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX, Section 6.25 of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program. The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX, Section 6.25.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 of the Texas Government Code.

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39. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract or funding pursuant to 2 CFR 200.216.

40. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

41. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

42. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

43. Drug-Free Workplace

Contractor represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §701 et seq.) and maintain a drug-free work environment.

44. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

45. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

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46. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Authorized representative on behalf of Contractor must complete and sign the following:

City of Lubbock

Legal Name of Contractor

Assumed Business Name of Contractor, if applicable (d/b/a or 'doing business as')

Texas County(s) for Assumed Business Name (d/b/a or 'doing business as')
Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed

DocuSigned by:
Daniel Pope

Signature of Authorized Representative

September 8, 2021

Date Signed

Daniel Pope

Printed Name of Authorized Representative
First, Middle Name or Initial, and Last Name

Mayor

Title of Authorized Representative

1314 Ave K

Physical Street Address

Lubbock, TX 79401

City, State, Zip Code

Mailing Address, if different

City, State, Zip Code

806-775-2010

Phone Number

Fax Number

dpope@mylubbock.us

Email Address

058213893

DUNS Number

75-6000590

Federal Employer Identification Number

17560005906

Texas Payee ID No. – 11 digits

NA

Texas Franchise Tax Number

NA

Texas Secretary of State Filing Number

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TEXAS
Health and Human Services

Health and Human Services (HHS)
Additional Provisions
Version 1.0
Effective: September 2021

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ATTACHMENT F
HHSC ADDITIONAL PROVISIONS

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ATTACHMENT F
HHSC ADDITIONAL PROVISIONS

The terms and conditions of these Additional Provisions are incorporated into and made a part of the Contract. Capitalized items used in these Additional Provisons and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions.

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.

1. SPECIAL DEFINITIONS

A. **"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.

B. **"Grantee Agents"** means Grantee's representatives, employees, officers, as well as any contractor or subgrantee's employees, contractors, officers, principals and agents.

C. **"Data Use Agreement"** means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

D. **"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.

E. **"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.

F. **"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.

G. **"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.

H. **"Software"** means all operating system and applications software used or created by Grantee to perform the work under the Contract.

I. **"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

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of Grantee which were deployed by Grantee prior to the Contract and not procured to perform the Project.

J. **"UTC"** means the HHSC Uniform Terms and Conditions – Grant, Version 2.16.1.

2. GRANTEES PERSONAL AND SUBCONTRACTORS

A. 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.

A. 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.

B. Contracts with Subcontractors

1. Grantee may enter into contracts with subcontractors unless restricted or otherwise prohibited in the Contract.
2. Grantees are prohibited from subcontracting with for-profit organizations under this Contract.
3. Prior to entering into a subcontract agreement equaling or exceeding $100,000, Grantee will obtain written approval from the System Agency.
4. Grantee will obtain written approval from System Agency before modifying any subcontract agreement to cause the agreement to exceed $100,000.
5. Grantee will establish written policies and procedures for competitive procurement and monitoring of subcontracts and will develop a subcontracting monitoring plan.
6. Monitor subcontractors for both financial and programmatic performance and will maintain pertinent records.
7. Submit quarterly subcontracting monitoring reports to the System Agency in a format determined by the System Agency.
8. Ensure all subcontracts, must be in writing and include the following:
    i. Name and address of all parties and subcontractor's Vendor Identification Number (VIN) or Employee Identification Number (EIN);
    ii. Detailed description of the services to be provided;
    iii. Measureable method and rate of payment and total not-to-exceed amount of the contract;

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iv. Clearly defined and executable termination clause; and
v. Beginning and ending dates that coincide with the dates of the Contract.

9. Ensure and be responsible for the performance of the subcontractor(s).
10. 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.

C. Status of Subcontractors

Grantees will require that all subcontractors certify that they are/have:

1. In good standing with all state and federal funding and regulatory agencies;
2. Not currently debarred, suspended or otherwise excluded from participation in federal grant programs;
3. Not delinquent on any repayment agreements;
4. Not had a required license or certification revoked;
5. Not ineligible under the terms of the Contract; and
6. Not had a System Agency contract terminated for cause.

D. Incorporation of Terms in Subcontracts

1. 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) the following provisions:
   i. Statements of Work
   ii. Uniform Terms and Conditions
   iii. Special Conditions
   iv. Federal Assurances and Certifications
   v. Non-Exclusive List of Applicable Laws
   vi. 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 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.
2. 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.
3. No provision of this Contract creates privity of contract between the System Agency and any subcontractor of Grantee.

E. 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.

F. Unilateral Amendment

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ATTACHMENT F
HHSC ADDITIONAL PROVISIONS

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:

1. To comply with a court order or judgement
2. Incorporate new or revised federal or state laws, regulations, rules or policies
3. Correct an obvious clerical error in this Contract;
4. Change the name of the Contractor in order to reflect the Contractor's name as recorded by the Texas Secretary of State.
5. To correct the name, mailing address, or contact information for persons name in the Contract;
6. To update service descriptions or rates (if applicable);

3. CONFIDENTIALITY – 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 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 IDEMNITY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILTIES, 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.

4. MISCELLANEOUS PROVISIONS

A. 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.

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Upon approval of a Minor Administrative Change, HHSC and Grantee will maintain written notice that the change has been accepted in their Contract files.

B. 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 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.

C. 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.

5. HHSC Vendor Access

At HHSC's request, Grantee will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the Work, software, systems documentation, and site visits to the Grantee's facilities. Grantee may elect to have such parties inspecting the Work, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

6. HHSC Approval of Staffing

A. Grantee shall not employ or contract with or permit the employment of unfit or unqualified persons or persons not skilled in the tasks assigned to them. Grantee shall at all times employ sufficient labor to carry out functions and services in the manner and time prescribed by the Contract. Grantee shall be responsible to HHSC for the acts and omissions of Grantee's employees, agents (including, but not limited to, lobbyists) and Subcontractors and Grantee shall enforce strict discipline among Grantee's employees,

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agents (including, but not limited to, lobbyists) and Subcontractors performing the services under the Contract.

B. Any person employed by Grantee shall, at the written request of HHSC, and within HHSC's sole discretion, be removed immediately by the Contractor from work relating to the Contract.

7. TURNOVER PLAN

HHSC, in its sole discretion, may require Grantee to develop and submit a Turnover Plan at any time during the term of the Contract. Grantee must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describe Grantee's policies and procedures that will ensure:

A. The least disruption in the delivery of the Work during Turnover to HHSC or its designee; and

B. Full cooperation with HHSC or its designee in transferring the Work and the obligations of the Contract.

8. TURNOVER ASSISTANCE

Grantee will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the Work and the obligations of the Contract to another vendor or to perform the Work by itself. Grantee agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

9. TRADEMARK LICENSE

HHSC grants to Contractor, for the term of the Contract, a limited non-exclusive, royalty-free, non-assignable, non-transferable license to reproduce HHSC's trademarks on published materials in the United States related to the performance of the Contract, provided that such license is expressly conditional upon, and subject to, the following:

A. Grantee is in compliance with all provisions of the Contract;

B. Grantee's use of the trademarks is strictly in accordance with the quality standards and in conformance with the reproduction requirements set forth or as otherwise communicated by HHSC;

C. Grantee takes no action to damage the goodwill associated with the trademarks, and refrains from any attempt to contest, attack, dispute, challenge, cancel and/or oppose HHSC's right, title and interest in the trademarks or their validity;

D. Grantee makes no attempt to sublicense any rights under this trademark license; and

E. Grantee complies with any marking requests HHSC may make in relation to the trademarks, including without limitation to use the phase "Registered Trademark," the registered trademark symbol "®" for registered trademarks, and the system "™" for unregistered trademarks.

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ATTACHMENT F
HHSC ADDITIONAL PROVISIONS

10. TRADEMARK OWNERSHIP

Grantee acknowledges and agrees that the trademarks remain the exclusive property of HHSC, that all right, title and interest in and to the trademarks is exclusively held by HHSC, and all goodwill associated with such trademarks inures solely to HHSC.

11. NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

A. Grantee shall immediately report in writing to its assigned HHSC contract manager when Grantee learns of or has any reason to believe it or any person with ownership or controlling interest in Grantee, or their agent, employee, subcontractor or volunteer who 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.

12. NOTICE OF IRS OR TWC INSOLVENCY

Grantee shall notify in writing its assigned HHSC contract manager of any insolvency, incapacity or outstanding unpaid obligations of Grantee owed to the Internal Revenue Service (IRS) or 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.

13. DISASTER SERVICES

In the event of a local, state, or federal emergency, including natural, 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;

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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.

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.

14. NOTICE OF A LICENSE ACTION

Grantee shall notify its assigned HHSC contract manager of any action impacting Grantee's license to provide services under this Contract within five 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 license action; and

D. License or case reference number.

15. NOTION 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 (5) business days of becoming aware of the action and include the following:

A. Reason for such action;

B. Name and contact information of the loca, 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.

16. CHILD ABUSE REPORTING REQUIREMENT

Grantee will:

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.

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1. 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.

C. Retain reporting documentation on site and make it available for inspection by the System Agency.

17. ABUSE, NEGLECT, EXPLOITATION

Grantee will;

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.

18. GRANTEE'S NOTIFICATION OF CHANGE OF CONTACT PERSON OR KEY PERSONNEL

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.

19. NOTION 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 ten (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.

20. SIGNIFICANT INCIDENTS

In addition to notifying the appropriate authorities, Grantee will submit notice to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.ts.us and Substance_Use_Disorder@hhsc.state.tx.us significant incidents involving substantial distruption 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 dys of discovery.

21. RESPONSIBILITIES AND RESTRICTIONS CONCERNING GOVERNING BODY, OFFICERS AND EMPLOYEES

Grantee and its governing body will:

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,

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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.

22. 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.

23. 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, subject to the availability of funding.

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.

24. 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.

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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.

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.

25. 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.

26. 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

1. **"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.
2. **"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.

3. **"Electronic and Information Resources Accessibility Standards"** means the accessibility standards for electronic and information resources contained in 1 Texas Administrative Code Chapter 213.
4. **"Product"** means information resources technology that is, or is related to EIR.
5. **"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.
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

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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.

27. 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 numer or other identification number;
iii. Source of funding for the property (including the Federal Assistance Identification Number);
iv. Who holds titile,
v. Acquisition date and cost of the property;
vi. Percentage of Federal particiapation of the project costs for the Federal award under which the property was acquired;

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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 will;

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.

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

In the event of bankruptcy, Grantee will;

1. Sever the System Agency property, equipment, and supplies in possession of Grantee from the bankruptcy, and title must revert to the System Agency.
2. When directed by the System Agency, return all such property, equipment and supplies to the System Agency.
3. Ensure that its subcontracts, if any, contain a specific provision requiring that in the

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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.

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 will:

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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, damage 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 lolss, 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 will:

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:

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

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clients and third parties.

M. Property Acquistions

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 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

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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 will:

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.
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. Staffing 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 will:

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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. Personnel Requirements and Documentation

Grantee will;

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.

28. 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.

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ATTACHMENT F
HHSC ADDITIONAL PROVISIONS

B. Security Administrator and Authorized Users

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. 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

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be placed in inactive status when theGrantee ceases to have an executed contract with System Agency Mental Health and Substance Abuse Division.

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.

29. HIV/AIDS Model Workplace Guidelines

Grantee will:

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 employee and clients concerning HIV and its related conditions, including AIDS, in accordance with the Texas Health & Safety Code §§ 85.112-114.

30. 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.

31. Billing for Treatment and Payment Restrictions

Grantees will;

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.

The following are the exception to item b.:
A client may receive;

i. co-occurring psychiatric / substance use disorder services,
ii. ambulatory detoxification, or
iii. opioid substitution therapy services, at the same time the client receives SUD outpatient or residential treatment services or items 1-3 listed above.

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.

32. 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:

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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.

33. MATCH AND PROGRAM INCOME

Grantee will:

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) or Texas Grant Management Standards (TxGMS) as appropriate.

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 ofthe 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.

34. 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.

35. BREACH OF CONTRACT AND LIQUIDATED DAMAGES

A. Contract Monitoring

System Agency:

1. Will monitor Grantee for programmatic and financial compliance with this Contract and;

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2. May impose liquidated damages for any breach of this Contract.
3. But 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 ten (10) calendar days of receipt of the notice, to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us.

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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ATTACHMENT F
HHSC ADDITIONAL PROVISIONS

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TEXAS
Health and Human Services

FEDERAL ASSURANCES FOR NON-CONSTRUCTION PROJECT AND FEDERAL LOBBYING FORM

OMB Number: 4040-0007
Expiration Date: 01/31/2019

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

FEDERAL ASSURANCES FOR NON-CONSTRUCTION PROJECT AND FEDERAL LOBBYING FORM

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
DocuSigned by: Daniel Pope 3E037B831656405...	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Lubbock	September 8, 2021

Standard Form 424B (Rev. 7-97) Back

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION
City of Lubbock

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: | * First Name: Daniel | Middle Name:

* Last Name: Pope | Suffix:

* Title: Mayor

* SIGNATURE: DocuSigned by: Daniel Pope 3F037B83155540F | * DATE: September 8, 2021

DocuSign Envelope ID: 8AD24363-682A-4C87-8B1F-FED5D527850C

DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES SYSTEM
AND
CONTRACTOR

This Data Use Agreement ("DUA") is effective as of the date of the Base Contract into which it is incorporated ("Effective Date"), by and between the Texas Health and Human Services System, which includes the Texas Health and Human Services Commission and the Department of State Health Services ("HHS") and Contractor (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate access to, creation, receipt, maintenance, use, disclosure or transmission of Confidential Information with Contractor, and describe Contractor's rights and obligations with respect to the Confidential Information and the limited purposes for which the Contractor may create, receive, maintain, use, disclose or have access to Confidential Information. This DUA also describes HHS's remedies in the event of Contractor's noncompliance with its obligations under this DUA. This DUA applies to both HHS business associates, as "business associate" is defined in the Health Insurance Portability and Accountability Act (HIPAA), and contractors who are not business associates, who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract. As a best practice, HHS requires its contractors to comply with the terms of this DUA to safeguard all types of Confidential Information.

As of the Effective Date of this DUA, if any provision of the Base Contract conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the following meanings:

"Authorized Purpose" means the specific purpose or purposes described in the Base Contract for Contractor to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom Contractor warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Breach" means an impermissible use or disclosure of electronic or non-electronic sensitive personal information by an unauthorized person or for an unauthorized purpose that compromises the security or privacy of Confidential Information such that the use or disclosure poses a risk of reputational harm, theft of financial information, identity theft, or medical identity theft. Any acquisition, access, use, disclosure or loss of Confidential Information other than as permitted by this

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DUA shall be presumed to be a Breach unless Contractor demonstrates, based on a risk assessment, that there is a low probability that the Confidential Information has been compromised.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

(1) Education records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 C.F.R. Part 99

(2) Federal Tax Information as defined in Internal Revenue Code §6103 and Internal Revenue Service Publication 1075;

(3) Personal Identifying Information (PII) as defined in Texas Business and Commerce Code, Chapter 521;

(4) Protected Health Information (PHI) in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information as defined in 45 C.F.R. §160.103;

(5) Sensitive Personal Information (SPI) as defined in Texas Business and Commerce Code, Chapter 521;

(6) Social Security Administration Data, including, without limitation, Medicaid information means disclosures of information made by the Social Security Administration or the Centers for Medicare and Medicaid Services from a federal system of records for administration of federally funded benefit programs under the Social Security Act, 42 U.S.C., Chapter 7;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Destroy", "Destruction", for Confidential Information, means:

(1) Paper, film, or other hard copy media have been shredded or destroyed such that the Confidential Information cannot be read or otherwise cannot be reconstructed. Redaction is specifically excluded as a means of data destruction.

(2) Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization," such that the Confidential Information cannot be retrieved.

"Discover, Discovery" means the first day on which a Breach becomes known to Contractor, or, by exercising reasonable diligence would have been known to Contractor.

"Legally Authorized Representative" of an individual, including as provided in 45 CFR 435.923 (authorized representative); 45 CFR 164.502(g)(1) (personal representative); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164 (medical power of attorney); and Texas Estates Code § 22.031 (representative).

"Required by Law" means a mandate contained in law that compels an entity to use or disclose Confidential Information that is enforceable in a court of law, including court orders, warrants, subpoenas or investigative demands.

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"Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

"Workforce" means employees, volunteers, trainees or other persons whose performance of work is under the direct control of a party, whether or not they are paid by that party.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 Obligations of Contractor

Contractor agrees that:

(A) With respect to PHI, Contractor shall:

(1) Make PHI available in a designated record set if requested by HHS, if Contractor maintains PHI in a designated record set, as defined in HIPAA.

(2) Provide to HHS data aggregation services related to the healthcare operations Contractor performs for HHS pursuant to the Base Contract, if requested by HHS, if Contractor provides data aggregation services as defined in HIPAA.

(3) Provide access to PHI to an individual who is requesting his or her own PHI, or such individual's Legally Authorized Representative, in compliance with the requirements of HIPAA.

(4) Make PHI available to HHS for amendment, and incorporate any amendments to PHI that HHS directs, in compliance with HIPAA.

(5) Document and make available to HHS, an accounting of disclosures in compliance with the requirements of HIPAA.

(6) If Contractor receives a request for access, amendment or accounting of PHI by any individual, promptly forward the request to HHS or, if forwarding the request would violate HIPAA, promptly notify HHS of the request and of Contractor's response. HHS will respond to all such requests, unless Contractor is Required by Law to respond or HHS has given prior written consent for Contractor to respond to and account for all such requests.

(B) With respect to ALL Confidential Information, Contractor shall:

(1) Exercise reasonable care and no less than the same degree of care Contractor uses to protect its own confidential, proprietary and trade secret information to prevent Confidential Information from being used in a manner that is not expressly an Authorized Purpose or as Required by Law. Contractor will access, create, maintain, receive, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses.

(2) Establish, implement and maintain appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, in accordance with applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as Contractor has such Confidential Information in its actual or constructive possession.

(3) Implement, update as necessary, and document privacy, security and Breach notice policies and procedures and an incident response plan to address a Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Base Contract. Contractor

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shall produce, within three business days of a request by HHS, copies of its policies and procedures and records relating to the use or disclosure of Confidential Information.

(4) Obtain HHS's prior written consent to disclose or allow access to any portion of the Confidential Information to any person, other than Authorized Users, Workforce or Subcontractors of Contractor who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Breach to Contractor's management and as permitted in Section 3.01(A)(3), above. Contractor shall produce evidence of completed training to HHS upon request. HHS, at its election, may assist Contractor in training and education on specific or unique HHS processes, systems and/or requirements. All of Contractor's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources.

(5) Establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. Contractor shall maintain evidence of sanctions and produce it to HHS upon request.

(6) Obtain prior written approval of HHS, to disclose or provide access to any Confidential Information on the basis that such act is Required by Law, so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, Contractor shall refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief.

(7) Certify that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose and that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. Contractor and its Subcontractors shall maintain at all times an updated, complete, accurate list of Authorized Users and supply it to HHS upon request.

(8) Provide, and shall cause its Subcontractors and agents to provide, to HHS periodic written confirmation of compliance with controls and the terms and conditions of this DUA.

(9) Return to HHS or Destroy, at HHS's election and at Contractor's expense, all Confidential Information received from HHS or created or maintained by Contractor or any of Contractor's agents or Subcontractors on HHS's behalf upon the termination or expiration of this DUA, if reasonably feasible and permitted by law. Contractor shall certify in writing to HHS that all such Confidential Information has been Destroyed or returned to HHS, and that Contractor and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, Contractor acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, Contractor shall immediately notify HHS of the reasons such return or Destruction is not feasible and agree to extend the protections of this DUA to the Confidential Information for as long as Contractor maintains such Confidential Information.

(10) Complete and return with the Base Contract to HHS, attached as Attachment 2 to this DUA, the HHS Security and Privacy Initial Inquiry (SPI) at https://hhs.texas.gov/laws-regulations/forms/miscellaneous/hhs-information-security-privacy-initial-inquiry-spi. The SPI identifies basic privacy and security controls with which Contractor must comply to protect Confidential Information. Contractor shall comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information Contractor creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. Contractor's

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security controls shall be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. Contractor shall update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and shall provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements.

(11) Comply with the HHS Acceptable Use Policy (AUP) and require each Subcontractor and Workforce member who has direct access to HHS Information Resources, as defined in the AUP, to execute an HHS Acceptable Use Agreement.

(12) Only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or encryption at an appropriate level as required by rule, regulation or law. Confidential Information *at rest* requires encryption unless there is adequate administrative, technical, and physical security as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information shall be through secure systems. Contractor shall provide proof of system, media or device security and/or encryption to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit, or the Discovery of a Breach. HHS may also request production of proof of security at other times as necessary to satisfy state and federal monitoring requirements. Deidentification of Confidential Information in accordance with HIPAA de-identification standards is deemed secure.

(13) Designate and identify a person or persons, as Privacy Official and Information Security Official, each of whom is authorized to act on behalf of Contractor and is responsible for the development and implementation of the privacy and security requirements in this DUA. Contractor shall provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. Upon written notice from HHS, Contractor shall promptly remove and replace such official(s) if such official(s) is not performing the required functions.

(14) Make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, Confidential Information in accordance with applicable laws, regulations or demands of a regulatory authority relating to Confidential Information. Contractor shall provide such information in a time and manner reasonably agreed upon or as designated by the applicable law or regulatory authority.

(15) Comply with the following laws and standards ***if applicable to the type of Confidential Information and Contractor's Authorized Purpose***:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 17-12;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;

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- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI;
- Family Educational Rights and Privacy Act
- Texas Business and Commerce Code, Chapter 521;
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that Contractor supports on behalf of HHS.

(16) Be permitted to use or disclose Confidential Information for the proper management and administration of Contractor or to carry out Contractor's legal responsibilities, except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, if:

(a) Disclosure is Required by Law;

(b) Contractor obtains reasonable assurances from the person to whom the information is disclosed that the person shall:

1. Maintain the confidentiality of the Confidential Information in accordance with this DUA;

2. Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the person; and

3. Notify Contractor in accordance with Section 4.01 of a Breach of Confidential Information that the person Discovers or should have Discovered with the exercise of reasonable diligence.

(C) With respect to ALL Confidential Information, Contractor shall NOT:

(1) Attempt to re-identify or further identify Confidential Information that has been deidentified, or attempt to contact any persons whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS.

(2) Engage in prohibited marketing or sale of Confidential Information.

(3) Permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of HHS without requiring that Subcontractor first execute either the Form Subcontractor Agreement, Attachment 1, or Contractor's own Subcontractor agreement that ensures that the Subcontractor shall comply with the same safeguards and restrictions contained in this DUA for Confidential Information. Contractor is directly responsible for its Subcontractors' compliance with, and enforcement of, this DUA.

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ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Cooperation and Financial Responsibility.

(A) Contractor shall, at Contractor's expense, cooperate fully with HHS in investigating, mitigating to the extent practicable, and issuing notifications as directed by HHS, for any Breach of Confidential Information.

(B) Contractor shall make Confidential Information in Contractor's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach.

(C) Contractor's obligation begins at the Discovery of a Breach and continues as long as related activity continues, until all effects of the Breach are mitigated to HHS's satisfaction (the "incident response period").

Section 4.02. Initial Breach Notice.

For federal information ***obtained from a federal system of records***, including Federal Tax Information and Social Security Administration Data (which includes Medicaid and other governmental benefit program Confidential Information), Contractor shall notify HHS of the Breach within the first consecutive clock hour of Discovery. The Base Contract shall specify whether Confidential Information is obtained from a federal system of records. For all other types of Confidential Information Contractor shall notify HHS of the Breach not more than 24 hours after Discovery, ***or in a timeframe otherwise approved by HHS in writing.*** Contractor shall initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for the Base Contract.

Contractor shall report all information reasonably available to Contractor about the Breach.

Contractor shall provide contact information to HHS for Contractor's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

Section 4.03 Third Business Day Notice: No later than 5 p.m. on the third business day after Discovery, or a time within which Discovery reasonably should have been made by Contractor of a Breach of Confidential Information, Contractor shall provide written notification to HHS of all reasonably available information about the Breach, and Contractor's investigation, including, to the extent known to Contractor:

a. The date the Breach occurred;

b. The date of Contractor's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Breach, including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of Contractor's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all individuals reasonably believed to be affected, including first and last name of the individual and if applicable, the Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method;

g. Contractor's initial risk assessment of the Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. Contractor's recommendation for HHS's approval as to the steps individuals and/or Contractor on behalf of individuals, should take to protect the individuals from potential harm, including

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Contractor's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an individual with special capacity or circumstances;

i. The steps Contractor has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps Contractor has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Breach;

k. Identify, describe or estimate of the persons, Workforce, Subcontractor, or individuals and any law enforcement that may be involved in the Breach;

l. A reasonable schedule for Contractor to provide regular updates regarding response to the Breach, but no less than every three (3) business days, or as otherwise directed by HHS in writing, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to a Breach that HHS requests following Discovery.

Section 4.04. Investigation, Response and Mitigation.

(A) Contractor shall immediately conduct a full and complete investigation, respond to the Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) Contractor shall complete or participate in a risk assessment as directed by HHS following a Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) Contractor shall fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, persons and/or individuals about the Breach.

(D) Contractor shall fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.05. Breach Notification to Individuals and Reporting to Authorities.

(A) HHS may direct Contractor to provide Breach notification to individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) Contractor must comply with all applicable legal and regulatory requirements in the time, manner and content of any notification to individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. Notice letters will be in Contractor's name and on Contractor's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of Contractor's representative, an email address and a toll-free telephone number, for the individual to obtain additional information.

(C) Contractor shall provide HHS with draft notifications for HHS approval prior to distribution and copies of distributed and approved communications.

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(D) Contractor shall have the burden of demonstrating to the satisfaction of HHS that any required notification was timely made. If there are delays outside of Contractor's control, Contractor shall provide written documentation to HHS of the reasons for the delay.

(E) If HHS directs Contractor to provide notifications, HHS shall, in the time and manner reasonably requested by Contractor, cooperate and assist with Contractor's information requests in order to make such notifications.

ARTICLE 5. GENERAL PROVISIONS

Section 5.01 Ownership of Confidential Information

Contractor acknowledges and agrees that the Confidential Information is and shall remain the property of HHS. Contractor agrees it acquires no title or rights to the Confidential Information.

Section 5.02 HHS Commitment and Obligations

HHS will not request Contractor to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 5.03 HHS Right to Inspection

At any time upon reasonable notice to Contractor, or if HHS determines that Contractor has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of Contractor to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General, the Office of the Attorney General of Texas, the State Auditor's Office, outside consultants, legal counsel or other designee.

Section 5.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which Contractor executes the Base Contract and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended, this DUA is extended to run concurrent with the Base Contract.

(A) If HHS determines that Contractor has violated a material term of this DUA; HHS may in its sole discretion:

(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require Contractor to submit to a corrective action plan, including a plan for monitoring and plan for reporting as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide Contractor with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to Contractor describing the violation and the action it intends to take.

(B) If neither termination nor cure is feasible, HHS shall report the violation to the applicable regulatory authorities.

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(C) The duties of Contractor or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 5.05 Injunctive Relief

(A) Contractor acknowledges and agrees that HHS may suffer irreparable injury if Contractor or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) Contractor further agrees that monetary damages may be inadequate to compensate HHS for Contractor's or its Subcontractor's failure to comply. Accordingly, Contractor agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 5.06 Indemnification

Contractor shall indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of HHS' Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by Contractor or its employees, directors, officers, Subcontractors, or agents or other members of Contractor's Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure. Upon demand, Contractor shall reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including costs of required notices, investigation, and mitigation of a Breach, fines or penalties imposed on an Indemnified Party by a regulatory authority, and reasonable attorneys' fees) which may be imposed upon any Indemnified Party to the extent caused by and which results from the Contractor's failure to meet any of its obligations under this DUA. Contractor's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 5.07 Insurance

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require Contractor to maintain, at its expense, the special and/or custom first- and third-party insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and noncontributory status.

(B) Contractor shall provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 5.08 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

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Section 5.09 Automatic Amendment and Interpretation

Upon the effective date of any amendment or issuance of additional regulations to any law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or Contractor remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and Contractor to comply with laws applicable to Confidential Information.

Section 5.10 Notices; Requests for Approval

All notices and requests for approval related to this DUA must be directed to the HHS Chief Privacy Officer at privacy@hhsc.state.tx.us.

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ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM

HHS CONTRACT NUMBER

_____

The DUA between HHS and Contractor establishes the permitted and required uses and disclosures of Confidential Information by Contractor.

Contractor has subcontracted with _____ (Subcontractor) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. Subcontractor acknowledges, understands and agrees to be bound by the same terms and conditions applicable to Contractor under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. Contractor and Subcontractor agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right, but not the obligation, to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

Contractor and Subcontractor assure HHS that any Breach as defined by the DUA that Subcontractor Discovers shall be reported to HHS by Contractor in the time, manner and content required by the DUA.

If Contractor knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by Subcontractor that constitutes a material breach or violation of the DUA or the Subcontractor's obligations, Contractor shall:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with Subcontractor, if feasible;
3. Notify HHS immediately upon Discovery of the pattern of activity or practice of Subcontractor that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps Contractor is taking to cure or end the violation or terminate Subcontractor's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR		SUBCONTRACTOR	
BY:	_____	BY:	_____
NAME:	_____	NAME:	_____
TITLE:	_____	TITLE:	_____
DATE	_____, 202 .	DATE:	_____

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Attachment 2-
Security and Privacy Initial Inquiry
[Attach Completed SPI Here]

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 3F037B631566486...
Title of Authorized Representative	**Date**
Mayor	September 8, 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: 8AD24363682A4C878B1FFED5D527850C
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Texas Health and Human Services Commission
1100 W. 49th St.
Austin, TX 78756
PCS_DocuSign@hhsc.state.tx.us
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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	DocuSigned by: Daniel Pope 3F037B63155540F Signature Adoption: Pre-selected Style Using IP Address: 208.84.91.41	Sent: 8/20/2021 4:53:27 PM Viewed: 9/8/2021 8:55:05 AM Signed: 9/8/2021 9:02:17 AM
Sonja Gaines Sonja.Gaines@hhs.texas.gov SG Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 9/8/2021 9:02:23 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

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Annalee Arredondo Annalee.Arredondo@hhs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/20/2021 4:53:27 PM Viewed: 8/26/2021 9:36:33 AM
SUDCMU substanceabuse.contracts@hhs.texas.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 8/20/2021 4:53:27 PM Viewed: 8/20/2021 8:41:10 PM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Bryan Hunter Bryan.Hunter@hhs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/20/2021 4:53:26 PM Viewed: 8/27/2021 7:53:50 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/20/2021 4:53:27 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. 16.**

Meeting Date: 09/28/2021

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution authorizing the Mayor to execute Contract 15629 and all related documents, by and between the City of Lubbock, with Methodist Children's Hospital d/b/a Covenant Children's Hospital of Lubbock, to provide Network of Substance Use Disorder Treatment Services.

Item Summary

In response to RFP 21-15629-MA, one proposal was submitted to provide substance use disorder treatment services. Staff recommends award of the contract to Covenant Children's Hospital of Lubbock.

Covenant Children's Hospital of Lubbock will serve individuals with qualifying substance use disorders, who have been screened and approved by Health Department staff. The goal is to establish a diverse group of substance use disorder treatment options to meet the individual needs of those entering treatment.

The contract is for a term of 1 year with the option of three 1-year extensions.

Fiscal Impact

The contract is funded through the Substance Use Prevention Service Grants from the Texas Department of Health and Human Services.

Staff/Board Recommending

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

Attachments

Resolution
10082_Contract (L)_15629 (1)
Project Summary Sheet

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. 15629, as per RFP 21-15629-MA, to provide Network of Substance Use Disorder Treatment Services Providers, by and between the City of Lubbock and Methodist Children's Hospital d/b/a Covenant Children's Hospital of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

RES.Contract 15629-Covenant Children's Hospital
9.3.21

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Contract 15629

City of Lubbock, TX
NETWORK OF SUBSTANCE USE DISORDER TREATMENT SERVICES PROVIDERS
Agreement

This Service Agreement (this "Agreement") is entered into as of the __day of _____**2021** ("Effective Date") by and between **Methodist Children's Hospital dba Covenant Children's Hospital (the Contractor), Covenant Health Foundation (Sub Contractor)** and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 21-15629-MA, NETWORK OF SUBSTANCE USE DISORDER TREATMENT SERVICES PROVIDERS.

WHEREAS, the proposal submitted by the Contractor has been selected as the proposal which best meets the needs of the City for this service; and

WHEREAS, Contractor desires to perform as an independent contractor to provide NETWORK OF SUBSTANCE USE DISORDER TREATMENT SERVICES PROVIDERS.

, upon terms and conditions maintained in this Agreement; and

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the City and Contractor agree as follows:

City and Contractor acknowledge the Agreement consists of the following exhibits which are attached hereto and incorporated herein by reference, listed in their order of priority in the event of inconsistent or contradictory provisions:

1. This Agreement
2. Exhibit A – General Requirements
3. Exhibit B – Service Types and Unit Rates
4. Exhibit C – Proposal Narratives
5. Exhibit D – Business Associate Agreement
6. Exhibit E - Insurance

Scope of Work

Contractor shall provide the services that are specified in Exhibit A. The Contractor shall comply with all the applicable requirements set forth in Exhibit B, C, D and E attached hereto.

Article 1

1.1 The contract shall be for a term of one year, with the option of three, one-year extensions, said date of term beginning upon formal approval. 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.

1.2 The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement, whatsoever, without prior consent of the City.

1.3 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

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by the City Council of the City of Lubbock for the goods or services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the contractor on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the date of termination.

1.4 This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

Article 2 Miscellaneous.

2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.

2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.

2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.

2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.

2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.

2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.

2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within 30 days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

2.9 At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such

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overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

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

2.11 The contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof of insurance from the Subcontractor that complies with all contract Insurance requirements document, this provision shall control.

2.12 Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

2.13 Section 2270.002, 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.

2.14 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.

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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:

Katherine Wells, Director of Health

APPROVED AS TO FORM

Ryan Brooke, Assistant City Attorney

CONTRACTOR

BY: DocuSigned by: Amy Thompson, MD 455A98DC71A64DC...

Authorized Representative

Amy Thompson, MD

Print Name

Address

4015 22nd Street, Lubbock, TX, 79410

City, State, Zip Code

Exhibit A

Exhibit A

GENERAL REQUIREMENTS

1 INTRODUCTION

The City of Lubbock's Health Department invites proposals from qualified applicants to facilitate substance use treatment for Substance Use Disorder Treatment Services, Co-Occurring Psychiatric Substance Use Disorder (COPSD) services in the Lubbock area. This is to include residential, intensive outpatient, and other services as needed. The services are grant funded.

2 CONTRACT TERM

The contract shall be for a term of one year, with the option of three, one-year extensions, said date of term beginning upon formal approval. 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.

3. LEVELS OF CARE / SERVICE TYPES

A. OUTPATIENT TREATMENT SERVICES (ASAM Level 1 Outpatient Services)

Contractor shall:

1. Adhere to Texas Administrative Code (TAC) rules adopted by System Agency related to SUD UM Guidelines for outpatient treatment programs / services.
2. Provide and document in Clinical Management of Behavioral Health Services (CMBHS) one (1)
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, 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.
5. As part of the education hours, Contractor 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
   ii. 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)
Contractor shall:

1. Adhere to TAC and SUD UM Guidelines 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, Contractor 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.
   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)**
Contractor shall:

1. Adhere to TAC and SUD UM Guidelines applicable to supportive services requirements.
2. In addition, adhere to TAC requirements applicable to Treatment Services for Women and Children.
3. As part of education hours, Contractor 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)**
Contractor shall:

1. Adhere to TAC and SUD UM Guidelines 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, 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, Contractor 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.
3. Document in CMBHS a discharge follow-up sixty (60) calendar days after discharge from the residential treatment services.

E. **INTENSIVE RESIDENTIAL FOR WOMEN AND CHLDREN**
(ASAM Level 3.5 Clinically Managed High-Intensity Residential Services)
Contractor shall:

1. Adhere to TAC and SUD UM Guidelines applicable to intensive services requirements.
2. Adhere to TAC requirements applicable to Treatment Services for Women and Children.

3. As part of education hours, Contractor 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 (ASAM LEVEL 3.7 MEDICALLY MONITORED WITHDRAWAL MANAGEMENT)**
Contractor shall:

1. Adhere to TAC requirements for detoxification services.
2. Adhere to the SUD UM Guidelines 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)**
Contractor shall:

1. Adhere to TAC requirements for detoxification services.
2. Adhere to the SUD UM Guidelines 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. Contractors shall ensure the Client is simultaneously admitted to a substance use disorder treatment service while admitted to ambulatory detoxification services.

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).
Utilization Management (UM) Guidelines (attached as RFA Exhibit O within the Solicitation, Attachment I).

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 Substance Use Disorder (SUD) Utilization Management (UM) Guidelines.

Clients being admitted into Women and Children's treatment facilities must meet at least one (1) of the following criteria:

A. Be in the third trimester of her pregnancy; and/or
B. Have at least one (1) child physically residing overnight with her in the facility; and/or
C. Have a referral by Department of Family and Protective Services (DFPS).

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.

1. Women and Children's Intensive Residential Services
(ASAM Level 3.5 Clinically Managed High-Intensity Residential Services)
2. Women and Children's Supportive Residential Services
(ASAM Level 3.1 Clinically Managed Low-Intensity Residential Services)

Exhibit B

SERVICE TYPE AND UNIT RATES

TREATMENT FOR ADULT (TRA)

Service Type	Unit Rate
Adult Outpatient -Individual	
Outpatient-Group Counseling	$18.84
Outpatient-Group Education	$17.79
Outpatient-Individual Counseling	$60.69
Adult Intensive Residential	$113.02
Adult - Supportive Residential	$42.90
Adult - Ambulatory Detoxification	$88.95
Adult – Residential Detoxification	$234.41
Adult – HIV Residential	$180.00
Adult HIV Residential Wraparound Services (Medicaid Adult – 21 and Over)	$35.58

CO-OCCURRING PSYCHIATRIC & SUBSTANCE ABUSE DISORDERS (COPSD)

Service Type	Unit Rate
Co-occurring Psychiatric & Substance Abuse Disorders (COPSD) – Adult	$66.98
Co-occurring Psychiatric & Substance Abuse Disorders (COPSD) – Youth	$66.98

Exhibit C

SUBSTANCE USE DISORDER TREATMENT SERVICES
PROPOSAL NARRATIVE

Covenant Health Foundation - Covenant Children's/Covenant Health Behavioral Health Services
Narrative Information

Covenant Health Foundation - Covenant Children's/Covenant Health Behavioral Health Services
Methodology

Intensive Outpatient Program (IOP):

The Covenant Health/Texas Tech University Health Sciences Center IOP program is a 10-week intensive program, with aftercare programs that extend for up to 48 weeks. This program follows the Matrix IOP method, which familiarizes clients with 12-step programs and other support groups, teaches clients time management and scheduling skills, and includes conducting regular drug and breath-alcohol testing. This program allows the client to live at home and pursue employment, while engaging in the recovery services daily for a supportive recovery community.

Description of services:

Intake process - (one session) - This assessment is based upon the premise that integrated assessment and treatment of co-occurring substance use and mental health disorders are best practices. Therefore, several mental health instruments and assessment tools are used in conjunction with the Addiction Severity Index for this comprehensive psychosocial assessment. This assessment allows the client to become oriented to the program, including client grievance procedures, client rights, program expectations, and overview and scheduling of services.

Individual counseling sessions - Each client is assigned one primary counselor. The counselor meets individually with the client, and possibly the client's family members, weekly in the initial phase of treatment with a step down in services as needed. As needed individual sessions can also be requested and scheduled with the client's individual counselor.

Early Recovery Skills Group - (eight sessions) – This group is an introduction to the structure needed to be successful in early recovery. Group topics include scheduling, triggers, and recognizing addictive behaviors.

Relapse Prevention Group - (28 sessions) – This group makes up the bulk of programming in this program. Topics are designed to help clients understand their addiction behaviors and process in depth.

Family Education Group - (10 sessions) - Ten, 90-minute family education group sessions are held once per week for the duration of the program, and are often the first group attended by clients and their families. The group format uses PowerPoint slides, discussions, and panel presentations. The counselor personally invites family members to attend the series.

Process Group - (10 sessions) - This group is designed for clients to have a space to discuss their current issues (related to recovery or otherwise) and find solutions with the help of other group members. The social support group allows clients to build skills such as effective communication, staying solution focused and providing honest feedback where appropriate.

Texas Commission on Alcohol and Drug Abuse (TACADA) Education - (four sessions) - Education materials cover STD/HIV, tobacco cessation, and NARCAN and Pregnancy.

Aftercare Group (weekly) – This group is for clients who have successfully gone through the IOP program and would like to benefit from a continuation of care.

These are open admission/revolving groups. As new members begin their program, they may be placed in groups with clients who have been receiving services for an extended period of time. Group members' start and end dates may differ.

Each service component listed above is conducted by one of the counselors.

<u>Drug screens (searches)/breath alcohol tests:</u>

The Covenant Health IOP promotes a drug-free recovery and environment. In order to monitor sobriety, we conduct random drug screens throughout the client's treatment program.

Any refusal of testing may result in an automatic positive result. Diluted drug screens result in automatic retesting, and consistent diluted screens will be considered positive.

Covenant Health Foundation - Covenant Children's/Covenant Health Behavioral Health Services
Expertise

The current chemical dependency program located at Covenant Health was developed by doctoral level clinicians at Texas Tech University Health Sciences Center (TTUHSC), licensed in Marriage and Family Therapy or Professional Counseling areas, in collaboration with board certified faculty psychiatrists. The Matrix Model was the foundation as an evidence-based practice for the program and the development of its curriculum, as recommended by the Substance Abuse Mental Health Service Administration (SAMHSA).

Previous Chemical Dependency Projects:
Southwest Initiative for Addictive Diseases (SWIAD):
The TTUHSC Department of Psychiatry Southwest Initiative for Addictive Diseases has successfully collaborated with the Federal Bureau of Prisons for Prisons and Federal United States Probation Office for approximately thirty years to provide outpatient individual and group services to help clients re-enter the community successfully and maintain sobriety. This project is ongoing. References for these two SWIAD projects are:

Greg Cruz
Sr. Probation Officer
1205 Texas Avenue, Room 106
Lubbock TX 79401-4001
806-472-1142
greg_cruz@txnp.uscourts.gov

Crystal A Lotterberry, MHS, LCDC
Community Treatment Oversight Specialist
Federal Bureau of Prisons
344 Marine Forces Drive
Grand Prairie, TX 75051
Phone: 972-730-8943
Ccorsey@bop.gov

Covenant Health Chemical Dependency Intensive Outpatient Program (CD IOP):
Covenant Health Behavioral Health and TTUHSC Department of Psychiatry clinicians opened the Covenant Health CD IOP in February of 2020 and continued its operation in the midst of the COVID-19 pandemic. The IOP program utilizes the SAMHSA Matrix Model and is for treatment of patients with mental health and chemical dependency disorders. The program currently offers both virtual and in-person individual counseling sessions as well as in-person group sessions. Weekly urine analysis and breathalyzers are conducted to ensure sobriety of participants in the program. This project is ongoing. References for the CD IOP are:

Kimberly Kerksiek, PhD.
Senior Director of SWIAD
TTUHSC Department of Psychiatry
3601 4th Street, STOP 8103
Lubbock, Texas 79430

Phone: 806-743-2800
Kimberly.kerksiek@ttuhsc.edu

Alan Korinek, PhD.
Senior Director EAP/*The Counseling Center*
TTUHSC
3601 4th Street, STOP 8119
Lubbock, Texas 79430
Phone: 806-743-1327
Alan.korinek@ttuhsc.edu

Thomas F. McGovern, EdD.
Professor Emeritus
TTUHSC Department of Psychiatry
3601 4th STOP 8103
Lubbock, Texas 79430
Phone: 806-743-2800
Thomas. mcgovern@ttuhsc.edu

Grant funds – Texas Department of Health and Human Services

Funds were provided to Covenant Health for salary and benefits, supplies, equipment, and contractual costs for detox services, IOP, and medication management. Covenant Health collaborated with TTUHSC on this project, which ended 8/31/20.

OUR MISSION

Our staff is a collaborative component from Covenant Children's behavioral health unit, as well as the Texas Tech University Health Sciences Center (TTUHSC) Department of Psychiatry staff.

Covenant's mission: As expressions of God's healing love, witnessed through the ministry of Jesus, we are steadfast in serving all, especially those who are poor and vulnerable.

TTUHSC Department of Psychiatry's Addictive Disease's mission: To improve the life quality of those with chemical dependency and mental health needs through the provision of comprehensive behavioral health care services, while concurrently providing opportunities for health professions training and research.

Texas Tech Physicians.

CovenantHealth

COVENANT CHEMICAL DEPENDENCY IOP

4081 22nd Street

Lubbock, TX 79410

Phone: 806.725.7145

covenantCDIOP@covhs.org

Texas Tech Physicians.

CovenantHealth

COVENANT CHEMICAL DEPENDENCY IOP

AN INTENSIVE OUTPATIENT *treatment* PROGRAM FOR YOU

PHONE
806.725.7145

GENERAL INFORMATION

We would like to introduce you to Covenant Chemical Dependency Intensive Outpatient Program, also known as IOP. We understand making a step towards treatment can be challenging and often filled with uncertainty. Our staff is dedicated to providing you with an individualized approach to care.

IOP is a substance abuse treatment program that is determined by clinical and/or medical assessment. IOP is appropriate for those who do not need medically-supervised detox or residential level of care, however, they need more than community support.

This level of care allows the individual to be part of a recovery program on a part-time, yet intensive schedule designed to accommodate work and family life. With this program, you can start rebuilding your life right away as you live at home while addressing family, career or educational issues during your recovery. Additionally, you can build strong recovery community ties in your home town while establishing the foundation for your long-term recovery.

OUR SERVICES

The Matrix Model is a comprehensive, multi-format program that covers six key clinical areas:

- INDIVIDUAL/CONJOINT THERAPY
- EARLY RECOVERY
- RELAPSE PREVENTION
- FAMILY EDUCATION
- SOCIAL SUPPORT
- URINE TESTING

It's an integrated therapeutic model incorporating:

- COGNITIVE BEHAVIORAL
- MOTIVATIONAL ENHANCEMENT
- COUPLES AND FAMILY THERAPY
- INDIVIDUAL SUPPORTIVE/EXPRESSIVE PSYCHOTHERAPY AND PSYCHOEDUCATION
- TWELVE-STEP FACILITATION

GROUP TIMES

The IOP covers a comprehensive 10-week curriculum, led by experienced substance abuse providers. Individual and group therapy services are available for up to 8 hours a week. Group times are reflected below:

MONDAY
5:30 pm – 8:30 pm

TUESDAY
5:30 pm – 8:30 pm

THURSDAY
5:30 pm – 8:30 pm

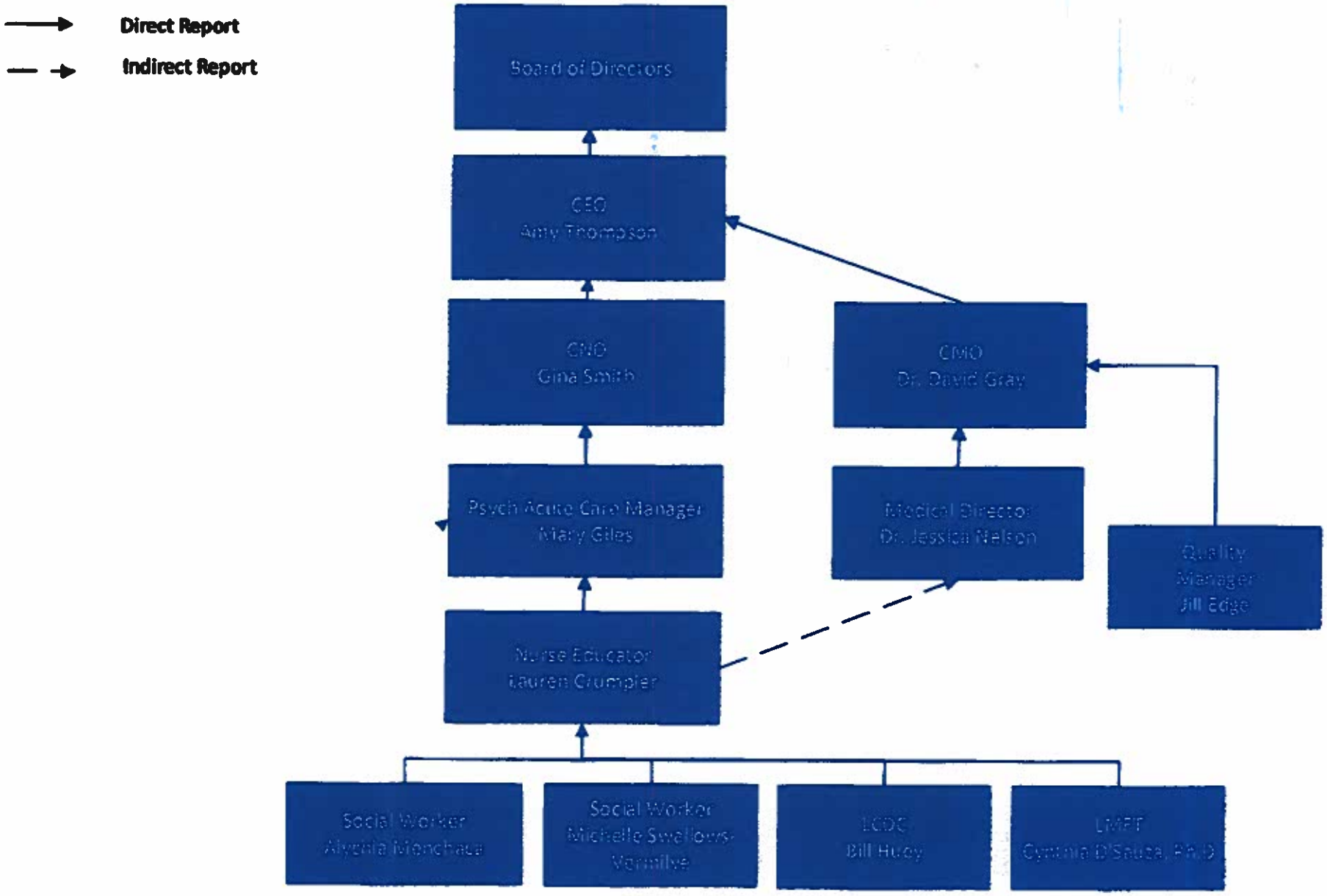
Covenant Health Foundation - Covenant Children's/Covenant Health Behavioral Health Services
List of Principals

Name of Principal	Amount of Time Involved in the Project
Jessica Nelson, MD Medical Director of Behavioral Health, Covenant Health Program Director, Psychiatry Residency Program Associate Professor of Psychiatry, Texas Tech University Health Sciences Center	5%
Mary Giles, MSN, RN Manager, Behavioral Health Services Covenant Health	21%
Lauren Crumpler, BSN, RN Nurse Professional Development Specialist, Behavioral Health Services Covenant Health	25%
Cynthia D'Sauza, PhD Counselor Texas Tech University Health Sciences Center	100%
Billy Huey, LPC Counselor Texas Tech University Health Sciences Center	100%
Alycia Menchaca LMSW, LCDC Social Worker Behavioral Health Services Covenant Health	100%
Michelle Swallows-Vermilye, LMSW, LCDC Social Worker Behavioral Health Services Covenant Health	100%

Covenant Health Foundation - Covenant Children's/Covenant Health Behavioral Health Services
List of Other Professionals

List of Professionals	Record of Experience	Percentage of Time Involved in the Project
Lucas Divine	Regional Director Operations Covenant Children's	5%
Kelli McElhone	Manager Grants and Foundations Covenant Health Foundation	5%
Kary Allyn Blair	Senior Clinical Department Administrator Texas Tech University Health Sciences Center School of Medicine Department of Psychiatry Adjunct Instructor Texas Tech University Health Sciences Center School of Health Professions Department of Healthcare Administration and Leadership *please see attached CV	5%
Lindsey Young	Director Department of Psychiatry/SWIAD Texas Tech University Health Sciences Center School of Medicine *please see attached Resume	30%
Sarah Mallard Wakefield, MD	Chair, Department of Psychiatry Director of Child and Adolescent Psychiatry Services Associate Professor of Psychiatry Texas Tech University Health Sciences Center *please see attached CV	5%

Chemical Dependency Intensive Outpatient Program Org Chart (Current December 2020)



Covenant Health Foundation - Covenant Children's/Covenant Health Behavioral Health Services
Additional Narrative Information

TREATMENT OF ADULTS
What services do you provide and how long have you provided services?
Covenant Health Behavioral Health, in collaboration with Texas Tech University Health Sciences Center Department of Psychiatry, has been providing chemical dependency and detox services to adults in the Lubbock and surrounding area for over 40 years. This care was provided in an inpatient psychiatric unit and an outpatient ambulatory clinic. However, in February of 2020, the two organizations joined forces to open an intensive outpatient program (IOP) for chemical dependency, funded with State grant funds. The IOP is based on the Matrix model as recommended by the SAMHSA (Substance Abuse and Mental Health Services Administration). It offers group counseling and individual counseling, as well as monitoring substance use via urinalysis and breathalyzer.

How many individuals do you serve daily and annually? In the IOP, 50 have been referred, 35 enrolled, and 28 patients have completed. **What is your rate of completion?** 80% **What is the procedure for follow up after patient discharge?** Once a patient is discharged, we reach back out at the 30, 60, and 90 day marks to follow up on sobriety as well as satisfaction with the program. Patients are allowed to come back into the program for "booster" sessions if needed for up to 12 months after completion.

What curriculum and strategies do you currently implement? The matrix model by SAMHSA is used for IOP. **Do these meet the grant requirements listed in the scope of work?** Yes. **If not, what changes to programming need to be made?** NA

How many people do you propose serving through this funding program?

Service Type	Maximum enrolled at one time	Capacity for 12 months
Adult Outpatient -Individual	32	160
Outpatient-Group Counseling	32	160
Outpatient-Group Education	32	160
Outpatient-Individual Counseling	32	160
Adult Intensive Residential	NA	NA
Adult - Supportive Residential	NA	NA
Adult - Ambulatory Detoxification	NA	NA
Adult – Residential Detoxification		
Adult – HIV Residential	NA	NA
Adult HIV Residential Wraparound Services (Medicaid Adult – 21 and Over)	NA	NA

Exhibit D

BUSINESS ASSOICATES AGREEMENT

Exhibit D

BUSINESS ASSOICATES AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement"), effective _____is entered into by and between the City of Lubbock ("City" or "Covered Entity") **Covenant Health Foundation.** (the "Business Associate"), (each a "Party" and collectively the "Parties").

Business Associate is a provider of City of Lubbock for Grant Reporting Software for Community Development. (the "Services"), and the Covered Entity is a political subdivision of the State of Texas. The Parties have an agreement (the "Master Agreement") under which the Business Associate regularly uses and/or discloses Protected Health Information in its performance of the Services described. Both Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). This Agreement sets forth the terms and conditions, pursuant to which the Protected Health Information, that is provided, created, or received by the Business Associate, from or on behalf of the Covered Entity, will be handled between the Business Associate and the Covered Entity, and further with third parties during the term of the Master Agreement and after its termination. The Parties agree as follows:

Covered Entity will make available to Business Associate certain information (e.g., medical records, patient information that is confidential and must be afforded special treatment and protection) in connection with Services provided by Business Associate to Covered Entity pursuant to the Master Agreement.

Business Associate will have access to and/or receive from Covered Entity certain Information that can be used or disclosed only in accordance with this Agreement, the Master Agreement and the Department of Health and Human Service Privacy Regulations.

Covered Entity and Business Associate agree as follows:

1. Business Associate shall not use or disclose Protected Health Information except as provided in this Agreement, the Master Agreement or required by law.

   A) The City of Lubbock agrees to provide Business Associate with a list of employees who are authorized to request retrieval of government documents. The City of Lubbock will be responsible for ensuring the fax machine is in a secured area for the receipt of confidential information.

   B) The City of Lubbock will fax to Business Associate a written, signed, and dated release of information request to Business Associate at: (806) 723-6256. Business Associate will verify the name of the requestor and the incoming fax number prior to retrieving the requested document(s). Business Associate will verbally contact the original requestor prior to faxing or physically returning the documents and confirm request, verify documents, fax number and/or ship to address.

   C) Business Associate will return requested documents per City of Lubbock instructions. Fax requested returns will be to the authorized requestor's attention at (806)775-2164. Physical return of documents will be to the

authorized requestor's attention at: **The City of Lubbock, Citizens Tower, 1314 Avenue K, 9th Floor, Lubbock, TX 79401**

D) Business Associate will document method of return and original written authorization of release. Business Associate will maintain all release information for a period of six (6) years.

2. Business Associate shall implement and maintain appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided herein.

3. Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information in violation of this Agreement or the Master Agreement in which Business Associate becomes aware.

4. Business Associate agrees that anytime information is provided to or made available to any subcontractors or agents, Business Associate shall enter into a subcontract with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of information as contained in this Contract.

5. Business Associate shall make Protected Health Information available through and upon written request of the Covered Entity, to the individual subjects of such information.

6. Business Associate shall incorporate into this Agreement any amendments or corrections to Protected Health Information when notified by Covered Entity.

7. Business Associate shall provide for an accounting of uses and disclosures of Protected Health Information as requested by Covered Entity.

8. Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the Department of Health and Human Services (HHS) as necessary for purposes of determining Covered Entity's compliance with the HIPAA Privacy Rule.

9. At termination of this Agreement Business Associate agrees to return or destroy all information received from, or created or received by Business Associate on behalf of Covered Entity. Business Associate agrees not to retain any copies of the information after termination of this contract. If return or destruction of the information is not feasible, Business Associate agrees to extend the protections of this Agreement for as long as necessary to protect the information after the termination of this Contract.

10. Covered Entity may terminate this agreement if it determines that Business Associate has violated a material term of this agreement after first providing written notice of such breach to Business Associate. Business Associate will then

have seventy-two (72) hours to rectify said breach and notify Covered Entity of the resolution.

11. If termination of the contract is not feasible, then Covered Entity must report this violation to the Secretary of HHS.

12. The information shall be and remain the property of Covered Entity. Business Associate agrees that it acquires no title or rights to the information, including any de-identified information, as a result of this Contract.

In witness whereof, Business Associate and City have caused this Contract to be signed and delivered by their duly authorized representatives, as of the date set forth above.

The City of Lubbock

By: _____

Print Name: _____

Title: _____

Contractor

By: [signature]

Print Name: Steve Crisman

Title: President / Chief Development Officer

Exhibit E

INSURANCE COVERAGE REQUIRED

DocuSign Envelope ID: AFBF8733-2117-4DAE-89B7-D6B5CDCE538D

City of Lubbock, TX
Purchasing & Contract Management

INSURANCE COVERAGE REQUIRED

TYPE OF INSURANCE		COMBINED SINGLE LIMIT	
GENERAL LIABILITY			
■ Commercial General Liability		General Aggregate	1,000,000
☐ Claims Made	☐ Other ____	Products-Comp/Op AGG	X
☐ W/Heavy Equipment	■ Occurrence	Personal & Adv. Injury	X
	☐ XCU	Contractual Liability	X
☐ To Include Products of Complete Operation Endorsements		Fire Damage (Any one Fire)	
		Med Exp (Any one Person)	X
☐ PROFESSIONAL LIABILITY ☐ or Technical Errors and Omissions	☐ Occurrence	General Aggregate	
☐ CYBER LIABILITY	☐ Occurrence	General Aggregate	
		Combined Single Limit	1,000,000
OTHER:			
☒ Medical Malpractice	■ Occurrence	General Aggregate	3,000,000
AUTOMOTIVE LIABILITY			
☒ Any Auto	☐ All Owned Autos	Per Occurrence	1,000,000
☐ Scheduled Autos	☐ Hired Autos		
☐ Non-Owned Autos		Aggregate	
EXCESS LIABILITY			
☐ Umbrella Form		Each Occurrence	
		Aggregate	
GARAGE LIABILITY			
☐ Any Auto		Auto Only - Each Accident	
☐ _____	Other than Auto Only:	Each Accident	
		Aggregate	
☐ BUILDER'S RISK	☐ 100% of the Total Contract Price		
☐ INSTALLATION FLOATER	☐ 100% of the Total Material Costs		
☐ POLLUTION			
☐ CARGO			
■ WORKERS COMPENSATION or OCCUPATONAL MEDICAL AND DISABILITY			500,000
■ EMPLOYERS' LIABILITY			1,000,000

OTHER: COPIES OF ENDOSEMENTS ARE REQUIRED

- ■ City of Lubbock named as additional insured on Auto/General Liability on a primary and non-contributory basis.
- ■ To include Products and Completed Operations Endorsements
- ☐ Waiver of subrogation in favor of the City of Lubbock on all coverages
- ☐ No insurance required.

Additional Comments:

City and Contractor agree that Contractor cannot waive subrogation for Workers Compensation claims; however, Contractor agrees to waive subrogation under other coverages referenced above.

City and Contractor agree that Texas Tech University Health Sciences Center ("TTUHSC"), as a subcontractor to Contractor, is a state entity and cannot agree to contract provisions that potentially place TTUHSC at risk for becoming a debtor, including but not limited to subrogation provisions. City has agreed to waive these requirements as it relates to TTUHSC as a subcontractor.

Purchasing and Contract Management
Project Summary

RFP 21-15629-MA Substance Use Disorder Outpatient Treatment Services

Notice was published in the Lubbock Avalanche Journal November 15 and November 22, 2020
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on BidSync.com from November 15, through December 10, 2020.
28 vendors viewed using BidSync.com.
3 vendor downloaded the documents.
9 vendors were notified separately.
1 vendor submitted a proposal.

Regular City Council Meeting **7. 17.**

Meeting Date: 09/28/2021

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution authorizing the Mayor to execute Purchase Order 364432, with OfficeWise Commercial Interiors, in accordance with Purchasing Association of Cooperative Entities (PACE) Contract 00154, for the purchase of cubicles for the Health Department.

Item Summary

This purchase of cubicles will allow the City of Lubbock Heath Department to expand the number of staff work areas in the department. The purchase will accommodate work areas for 20 employees, as well as expanded storage for COVID-19 response supplies.

Fiscal Impact

For this $76,052.19 Purchase Order, $49,000.00 is funded through public health grants, and the remaining $27,052.19 will be charged to the General Fund.

Staff/Board Recommending

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

Attachments

Resolution - OfficeWise Commercial Interiors
PO 364432 - OfficeWise Commercial Interiors

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. 364432 in accordance with PACE Contract 00154 for the purchase of cubicles for the Health Department, by and between the City of Lubbock and OfficeWise Commercial Interiors, of Lubbock, Texas 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:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.PurchaseOrd 364432 HD Furniture_PACE Coop
09.16.21

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 9/13/2021
Order Number 364432 000 OP
Branch/Plant 81148

TO: OFFICEWISE COMMERCIAL INTERIORS
1200 S TAYLOR
LUBBOCK TX 79101

SHIP TO: CITY OF LUBBOCK
HEALTH DEPARTMENT
806 18TH STREET
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 9/13/2021 Freight .
Requested 10/13/2021 Taken By K MORGAN
Delivery T NORRIS REQ 57729 PACE #00154/PUR 16127

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Base PWE Entry DIR Con	5.000	71.0200	EA	355.10	10/13/2021
4 -Cir 6 FTL					
Work Surf, SQ-Edge Concave	1.000	109.2100	EA	109.21	10/13/2021
LAM Top/TP Edge 24D 24W					
Work Surf, SQ-Edge Rect	10.000	115.9100	EA	1,159.10	10/13/2021
LAM Top/TP Edge 24D 30W					
Work Surf, SQ-Edge Rect	7.000	122.9500	EA	860.65	10/13/2021
LAM Top/TP Edge 24D 36W					
Work Surf, SQ-Edge Rect	8.000	137.0200	EA	1,096.16	10/13/2021
LAM Top/TP Edge 24D 48W					
Work Surf, SQ-Edge Rect	14.000	174.5400	EA	2,443.56	10/13/2021
LAM Top/TP Edge 24D 60W					
Work Surf, SQ-Edge Concave	20.000	192.6300	EA	3,852.60	10/13/2021
LAM Top/TP Edge 24D 36W					
Panel, TAC AC-Barr Thin Base	3.000	333.6600	EA	1,000.98	10/13/2021
PWR 4-CIRC W/COM Lc 67H 24W					

City of Lubbock TEXAS

PURCHASE ORDER

Date - 9/13/2021

Order Number 364432 000 OP

Branch/Plant 81148

TO: OFFICEWISE COMMERCIAL INTERIORS
1200 S TAYLOR
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Requested 10/13/2021 Taken By K MORGAN

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Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Panel, TAC AC-Barr Thin Base	25.000	264.3200	EA	6,608.00	10/13/2021
Barrier NPWR 67 H 24 W					
Panel, TAC AC-Barr Thin Base	12.000	354.7700	EA	4,257.24	10/13/2021
PWR 4-CIRC W/COM Lc 67H 30W					
Panel, TAC AC-Barr Thin Base	44.000	388.9400	EA	17,113.36	10/13/2021
PWR 4-CIRC W/COM Lc 67H 36W					
Panel, TAC Acout, Thin Base	2.000	319.5900	EA	639.18	10/13/2021
Barrier NPWR 67H 36W					
Panel, TAC Acout, Thin Base	8.000	423.1100	EA	3,384.88	10/13/2021
Barrier NPWR 67H 48W					
Panel, TAC Acout, Thin Base	2.000	353.0900	EA	706.18	10/13/2021
Barrier NPWR 67H 48W					
Panel, TAC AC-Barr Thin Base	9.000	494.4600	EA	4,450.14	10/13/2021
PWR 4-CIRC W.COM Lc 67H 60W					
Conn, 2-Way 90 Deg	30.000	64.3200	EA	1,929.60	10/13/2021
Thin Base Hard 67H					

City of Lubbock TEXAS

PURCHASE ORDER

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Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Conn, 3-Way 90 Deg	9.000	104.8600	EA	943.74	10/13/2021
Thin Base Hard 67H					
Conn, 4-Way 90 Deg	4.000	134.6700	EA	538.68	10/13/2021
Thin Base Hard 67H					
Fin End Thin BAse 67H	25.000	23.4500	EA	586.25	10/13/2021
Draw Rod 62H	41.000	10.7200	EA	439.52	10/13/2021
Carpet Grippers 25/PKG	5.000	19.7700	EA	98.85	10/13/2021
15 AMP Receptacle 4 Circuit	2.000	84.0900	EA	168.18	10/13/2021
Duplex Circuit A 6/PKG					
15 AMP Receptacle 4 Circuit	2.000	84.0900	EA	168.18	10/13/2021
Duplex Circuit A 6/PKG					
15 AMP Receptacle 4 Circuit	2.000	84.0900	EA	168.18	10/13/2021
Duplex Circuit A 6/PKG					
15 AMP Receptacle 4 Circuit	4.000	84.0900	EA	336.36	10/13/2021
Circuit D 6/PKG					
Verus WK Chair Assembled	20.000	555.0000	EA	11,100.00	10/13/2021
Interweave 2 Suspension Back					

City of Lubbock TEXAS

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Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Ped W-Pull	20.000	236.9900	EA	4,739.80	10/13/2021
FEESTD 24D B/B/F					
Ped W-Pull	20.000	218.9600	EA	4,379.20	10/13/2021
FEESTD 24D B/B/F					
Lock Plug and Key	3.000	3.9000	EA	11.70	10/13/2021
Chrome UM Series					
Lock Plug and Key	3.000	3.9000	EA	11.70	10/13/2021
Chrome UM Series					
Lock Plug and Key	3.000	3.9000	EA	11.70	10/13/2021
Chrome UM Series					
Lock Plug and Key	3.000	3.9000	EA	11.70	10/13/2021
Chrome UM Series					
Lock Plug and Key	3.000	3.9000	EA	11.70	10/13/2021
Chrome UM Series					
Lock Plug and Key	3.000	3.9000	EA	11.70	10/13/2021
Chrome UM Series					

City of Lubbock TEXAS

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Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Lock Plug and Key	3.000	3.9000	EA	11.70	10/13/2021
Chrome UM Series					
Lock Plug and Key	3.000	3.9000	EA	11.70	10/13/2021
Chrome UM Series					
Lock Plug and Key	3.000	3.9000	EA	11.70	10/13/2021
Chrome UM Series					
Lock Plug and Key	3.000	3.9000	EA	11.70	10/13/2021
Chrome UM Series					
Lock Plug and Key	3.000	3.9000	EA	11.70	10/13/2021
Chrome UM Series					
Lock Plug and Key	3.000	3.9000	EA	11.70	10/13/2021
Chrome UM Series					
Lock Plug and Key	3.000	3.9000	EA	11.70	10/13/2021
Chrome UM Series					
Lock Plug and Key	3.000	3.9000	EA	11.70	10/13/2021
Chrome UM Series					

City of Lubbock TEXAS

PURCHASE ORDER

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Order Number 364432 000 OP

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Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Lock Plug and Key	3.000	3.9000	EA	11.70	10/13/2021
Chrome UM Series					
Lock Plug and Key	3.000	3.9000	EA	11.70	10/13/2021
Chrome UM Series					
Lock Plug and Key	3.000	3.9000	EA	11.70	10/13/2021
Chrome UM Series					
Lock Plug and Key	3.000	3.9000	EA	11.70	10/13/2021
Chrome UM Series					
Lock Plug and Key	3.000	3.9000	EA	11.70	10/13/2021
Chrome UM Series					
Lock Plug and Key	3.000	3.9000	EA	11.70	10/13/2021
Chrome UM Series					
Shelving Wire 36X24X72	4.000	208.0000	EA	832.00	10/13/2021
Rack Wire 4 Tier 48X18X BK	7.000	193.3300	EA	1,353.31	10/13/2021

Total Order

Terms NET DUE ON RECEIPT 76,052.19

City of Lubbock TEXAS

PURCHASE ORDER

Page - 6
Date - 9/13/2021
Order Number 364432 000 OP
Branch/Plant 81148

TO: OFFICEWISE COMMERCIAL INTERIORS
1200 S TAYLOR
LUBBOCK TX 79101

SHIP TO: CITY OF LUBBOCK
HEALTH DEPARTMENT
806 18TH STREET
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 9/13/2021 Freight

Requested 10/13/2021 Taken By K MORGAN

Delivery T NORRIS REQ 57729 PACE #00154/PUR 16127

Terms NET DUE ON RECEIPT 76,052.19

INSURANCE REQUIRED:

Commercial General Liability, per occurrence- $1,000,000 General Aggregate, Products-Comp/Op AGG, Personal & Adv. Injury, Contractual Liability and Med Exp (Any one Person). To include products of complete operations endorsement	Automotive Liability- Combined Single limit for Any Auto - $1,000,000 Worker's Compensation Amounts- $500,000 or Employer's Liability - $1,000,000. Copies of endorsements are required.
City of Lubbock is named as an additional insured on a primary and non-contributory basis with a waiver of subrogation in favor of the City of Lubbock on liability coverages. To include products of completed operations endorsements. Waiver of subrogation provided on the workers' compensation.	

This purchase order encumbers funds in the amount of $76,052.19 awarded to OfficeWise Commercial Interiors of Lubbock, TX, on _____, 2021. The following is incorporated into and made part of this purchase order by reference: Quote dated September 13, 2021, from OfficeWise Commercial Interiors of Lubbock, TX, and PACE Contract #00154.

Resolution # 2019 - R0085

CITY OF LUBBOCK

ATTEST:

_____
Daniel M. Pope, Mayor

_____
Rebecca Garza, City Secretary

Rev. 1/2020

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

ACCEPTANCE OF THIS PURCHASE ORDER:
CONTRACTOR ACKNOWLEDGES, by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between the City's terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

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.

Officewise
Commercial Interiors

Quotation

Prepared For:
Marta Alvarez
City of Lubbock
1625 13th Street

Lubbock TX 79401
806.775.2572
MAlvarez@mail.ci.lubbock.tx.us

Account Manager:
Lacy Johnson
ljohnson@officewiseco.com
Designer: Leeanne Bergen
806.763.2500

Date: 9/13/2021
Expires: 9/27/2021
Quote #: LMB1199-2

COL - Health Department
PACE #00154 - Lorell

Purchase Order Made Out To:
Officewise Commercial Interiors
1200 S. Taylor
Amarillo, TX 79101
**Installation charges must be shown as a separate line item*
PO must contain OMNIA #BNR482

Qty	Mfg	Description	List	Sell	Ext Sell
5	HMI	***Base Pwr Entry,Dir Con 4-Circ,6Ft L**	$212.00	$71.02	$355.10
		A1322.06E			
1	HMI	***Work Surf,Sq-Edge Rect, Lam Top/TP Edge 24D 24W**	$326.00	$109.21	$109.21
		A2310.2424L			
		LBF *neutral twill			
		LBF *neutral twill			
		WL *sandstone			
10	HMI	***Work Surf,Sq-Edge Rect, Lam Top/TP Edge 24D 30W**	$346.00	$115.91	$1,159.10
		A2310.2430L			
		LBF *neutral twill			
		LBF *neutral twill			
		WL *sandstone			
7	HMI	***Work Surf,Sq-Edge Rect, Lam Top/TP Edge 24D 36W**	$367.00	$122.95	$860.65
		A2310.2436L			
		LBF *neutral twill			
		LBF *neutral twill			
		WL *sandstone			
8	HMI	***Work Surf,Sq-Edge Rect, Lam Top/TP Edge 24D 48W**	$409.00	$137.02	$1,096.16
		A2310.2448L			
		LBF *neutral twill			
		LBF *neutral twill			
		WL *sandstone			
14	HMI	***Work Surf,Sq-Edge Rect, Lam Top/TP Edge 24D 60W**	$521.00	$174.54	$2,443.56
		A2310.2460L			
		LBF *neutral twill			
		LBF *neutral twill			
		WL *sandstone			
20	HMI	***Work Surf,Sq-Edge Concave Corner, Lam Top/TP Edge 24D 36W**	$575.00	$192.63	$3,852.60
		A2333.2436L			
		LBF *neutral twill			
		LBF *neutral twill			
		WL *sandstone			
3	HMI	***Panel,Tac Ac-Barr,Thin Base Pwr 4-Circ W/Com Lc 67H 24W**	$996.00	$333.66	$1,000.98
		A8125.6724G			
		WL *sandstone			
		WN *warm grey neutral			
		2I *grasscloth-Pr Cat 1			
		07 *grasscloth lea			
		2I *grasscloth-Pr Cat 1			
		07 *grasscloth lea			
25	HMI	***Panel,Tack Acoust,Thin Base-Barrier Npwr 67H 24W**	$789.00	$264.32	$6,608.00
		A8125.6724N			
		WL *sandstone			
		WN *warm grey neutral			

		2l *grasscloth-Pr Cat 1			
		07 *grasscloth lea			
		2l *grasscloth-Pr Cat 1			
		07 *grasscloth lea			
12	**HMI**	***Panel,Tac Ac-Barr,Thin Base Pwr 4-Circ W/Com Lc 67H 30W**	$1,059.00	$354.77	$4,257.24
		A8125.6730G			
		WL *sandstone			
		WN *warm grey neutral			
		2l *grasscloth-Pr Cat 1			
		07 *grasscloth lea			
		2l *grasscloth-Pr Cat 1			
		07 *grasscloth lea			
44	**HMI**	***Panel,Tac Ac-Barr,Thin Base Pwr 4-Circ W/Com Lc 67H 36W**	$1,161.00	$388.94	$17,113.36
		A8125.6736G			
		WL *sandstone			
		WN *warm grey neutral			
		2l *grasscloth-Pr Cat 1			
		07 *grasscloth lea			
		2l *grasscloth-Pr Cat 1			
		07 *grasscloth lea			
2	**HMI**	***Panel,Tack Acoust,Thin Base-Barrier Npwr 67H 36W**	$954.00	$319.59	$639.18
		A8125.6736N			
		WL *sandstone			
		WN *warm grey neutral			
		2l *grasscloth-Pr Cat 1			
		07 *grasscloth lea			
		2l *grasscloth-Pr Cat 1			
		07 *grasscloth lea			
8	**HMI**	***Panel,Tac Ac-Barr,Thin Base Pwr 4-Circ W/Com Lc 67H 48W**	$1,263.00	$423.11	$3,384.88
		A8125.6748G			
		WL *sandstone			
		WN *warm grey neutral			
		2l *grasscloth-Pr Cat 1			
		07 *grasscloth lea			
		2l *grasscloth-Pr Cat 1			
		07 *grasscloth lea			
2	**HMI**	***Panel,Tack Acoust,Thin Base-Barrier Npwr 67H 48W**	$1,054.00	$353.09	$706.18
		A8125.6748N			
		WL *sandstone			
		WN *warm grey neutral			
		2l *grasscloth-Pr Cat 1			
		07 *grasscloth lea			
		2l *grasscloth-Pr Cat 1			
		07 *grasscloth lea			
9	**HMI**	***Panel,Tac Ac-Barr,Thin Base Pwr 4-Circ W/Com Lc 67H 60W**	$1,476.00	$494.46	$4,450.14
		A8125.6760G			
		WL *sandstone			
		WN *warm grey neutral			
		2l *grasscloth-Pr Cat 1			
		07 *grasscloth lea			
		2l *grasscloth-Pr Cat 1			
		07 *grasscloth lea			
30	**HMI**	***Conn,2-Way 90 Deg,Thin Base Hard 67H**	$192.00	$64.32	$1,929.60
		A8220.67H			
		WL *sandstone			
		WN *warm grey neutral			
9	**HMI**	***Conn,3-Way 90 Deg,Thin Base Hard 67H**	$313.00	$104.86	$943.74
		A8230.67H			
		WL *sandstone			
		WN *warm grey neutral			
4	**HMI**	***Conn,4-Way 90 Deg,Thin Base 67H**	$402.00	$134.67	$538.68
		A8240.67H			
		WL *sandstone			
		WN *warm grey neutral			

	25	**HMI**	***Fin End,Thin Base 67H**	$70.00	$23.45	$586.25
			A8271.67H			
			WL *sandstone			
			WN *warm grey neutral			
	41	**HMI**	***Draw Rod 62H**	$32.00	$10.72	$439.52
			AO215.62			
	5	**HMI**	**@Carpet Grippers 25/Pkg**	$59.00	$19.77	$98.85
			G1190.01			
	2	**HMI**	***15 Amp Receptacle 4 Circuit, Duplex, Circuit A 6/Pkg**	$251.00	$84.09	$168.18
			K1311.A			
			WN *warm grey neutral			
	2	**HMI**	***15 Amp Receptacle 4 Circuit, Duplex, Circuit B 6/Pkg**	$251.00	$84.09	$168.18
			K1311.B			
			WN *warm grey neutral			
	2	**HMI**	***15 Amp Receptacle 4 Circuit, Duplex, Circuit C 6/Pkg**	$251.00	$84.09	$168.18
			K1311.C			
			WN *warm grey neutral			
	4	**HMI**	***15 Amp Receptacle 4 Circuit, Duplex, Circuit D 6/Pkg**	$251.00	$84.09	$336.36
			K1311.DN			
			WN *warm grey neutral			
	20	**HMI**	***Verus Wk Chair, Assembled,Interweave 2 suspension back,standard-height range,synchronous w/ tilt limiter & seat angle,fully adj arms,adj seat depth,not fire PIA1B327AA**	$1,110.00	$555.00	$11,100.00
			AJ *adjustable lumbar with sacral sup			
			BK *black base/black frame			
			36505 *slate			
			C7 *2 1/2" caster, black yoke, hard flo			
			30 *rhythm-Pr Cat 2			
			15 *rhythm charcoal			
	20	**HMI**	***Ped W-Pull,Freestd 24D B/B/F**	$644.00	$236.99	$4,739.80
			LW100.24BBF			
			SR *3/4-extension roller slides on box			
			SS *smooth paint on smooth steel			
			WL *sandstone			
			KA *keyed alike			
			1F *standard height			
			3M *drawer divider in one box drawer,			
	20	**HMI**	***Ped W-Pull,Freestd 24D F/F**	$595.00	$218.96	$4,379.20
			LW100.24FF			
			SB *full-extension ball-bearing			
			SS *smooth paint on smooth steel			
			WL *sandstone			
			KA *keyed alike			
			1F *standard height			
			1M *2 file converters in each file drawe			
	3	**HMI**	***Lock Plug and Key,Chrome UM Series**	$10.00	$3.90	$11.70
			1B2JK7-			
			226 *key number 226			
	3	**HMI**	***Lock Plug and Key,Chrome UM Series**	$10.00	$3.90	$11.70
			1B2JK7-			
			230 *key number 230			
	3	**HMI**	***Lock Plug and Key,Chrome UM Series**	$10.00	$3.90	$11.70
			1B2JK7-			
			234 *key number 234			
	3	**HMI**	***Lock Plug and Key,Chrome UM Series**	$10.00	$3.90	$11.70
			1B2JK7-			
			238 *key number 238			

3	HMI	***Lock Plug and Key,Chrome UM Series**	$10.00	$3.90	$11.70
		1B2JK7-			
		242 *key number 242			
3	HMI	***Lock Plug and Key,Chrome UM Series**	$10.00	$3.90	$11.70
		1B2JK7-			
		246 *key number 246			
3	HMI	***Lock Plug and Key,Chrome UM Series**	$10.00	$3.90	$11.70
		1B2JK7-			
		250 *key number 250			
3	HMI	***Lock Plug and Key,Chrome UM Series**	$10.00	$3.90	$11.70
		1B2JK7-			
		254 *key number 254			
3	HMI	***Lock Plug and Key,Chrome UM Series**	$10.00	$3.90	$11.70
		1B2JK7-			
		258 *key number 258			
3	HMI	***Lock Plug and Key,Chrome UM Series**	$10.00	$3.90	$11.70
		1B2JK7-			
		262 *key number 262			
3	HMI	***Lock Plug and Key,Chrome UM Series**	$10.00	$3.90	$11.70
		1B2JK7-			
		266 *key number 266			
3	HMI	***Lock Plug and Key,Chrome UM Series**	$10.00	$3.90	$11.70
		1B2JK7-			
		270 *key number 270			
3	HMI	***Lock Plug and Key,Chrome UM Series**	$10.00	$3.90	$11.70
		1B2JK7-			
		274 *key number 274			
3	HMI	***Lock Plug and Key,Chrome UM Series**	$10.00	$3.90	$11.70
		1B2JK7-			
		278 *key number 278			
3	HMI	***Lock Plug and Key,Chrome UM Series**	$10.00	$3.90	$11.70
		1B2JK7-			
		282 *key number 282			
3	HMI	***Lock Plug and Key,Chrome UM Series**	$10.00	$3.90	$11.70
		1B2JK7-			
		286 *key number 286			
3	HMI	***Lock Plug and Key,Chrome UM Series**	$10.00	$3.90	$11.70
		1B2JK7-			
		290 *key number 290			
3	HMI	***Lock Plug and Key,Chrome UM Series**	$10.00	$3.90	$11.70
		1B2JK7-			
		294 *key number 294			
3	HMI	***Lock Plug and Key,Chrome UM Series**	$10.00	$3.90	$11.70
		1B2JK7-			
		298 *key number 298			
3	HMI	***Lock Plug and Key,Chrome UM Series**	$10.00	$3.90	$11.70
		1B2JK7-			
		302 *key number 302			
4	LLR	**SHELVING,WIRE,36X24X72**	$312.00	$208.00	$832.00
		LLR 69145			
7	LLR	**RACK,WIRE,4-TIER,48X18,BK**	$290.00	$193.33	$1,353.31
		LLR 70061			

Ext. List:	$210,300.00
Subtotal:	**$76,052.19**

Total List:	$210,300.00
Total Sell:	**$76,052.19**

Furniture Project Payment Terms:

Special Order Furniture is non-returnable

Design and Project Management Services: Hourly accrual of work performed, to be billed monthly - Rate: $75.00
Monthly Payment - billable hours based on work completed.
Payment due upon receipt of invoice - standard 15 day period
Furniture/Parts Order - 50% deposit due at time of order
Second Deposit due if product is stored beyond 30 days from time of receiving to our warehouse - 40% due.
Final balance due upon completion of delivery

Review all furniture finishes prior to placing order
Please review fabrics and finishes for accuracy before placing order. If fabric or finish samples are needed, please contact your sales representative at 806.763.2500. Once fabrics and finishes are approved, please sign below and include with Purchase Order.

X_____
Customer Signature - Date
I agree fabrics and finishes on this quote are accurate.
I understand special order furniture cannot be returned.

Regular City Council Meeting **7. 18.**

Meeting Date: 09/28/2021

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute Purchase Order 31061849, in accordance with BuyBoard Contract 617-20, with Farber Specialty Vehicles, for the purchase of a 2021 Mobile Medical Health Vehicle, for the Health Department.

Item Summary

Purchase Order 31061849 for $284,785, is for the purchase of a 2021 Mobile Vaccination Bus. The vehicle will be purchased from Faber Specialty Vehicles. The department will use this vehicle to deliver vaccination services/initiatives to neighborhoods in locations that are most convenient to those populations.

Fiscal Impact

Purchase Order 31061849 for $284,785 is funded from the American Rescue Plan Grant Account.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Dominic Esperat, Interim Director of Fleet Services

Attachments

Resolution
Purchase Order
Quote
Mobile_Vac. (L) Sample_Floor_Plan (1)

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. 31061849 in accordance with BuyBoard Contract 617-20 for the purchase of mobile medical health vehicle, by and between the City of Lubbock and Farber Specialty Vehicles, of Columbus, Ohio 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
_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure
_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.PurchaseOrd 31061849 Mobile Health Vehicle BuyBoard 617-20
09.21.21

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 9/21/2021
Order Number 31061849 000 OP
Branch/Plant 3526

TO: FARBER SPECIALTY VEHICLES
5858 SCARBOROUGH BLVD
COLUMBUS OH 43232

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK TX 79404

INVOICE TO: **CITY OF LUBBOCK**
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 9/21/2021 Freight .
Requested 2/21/2022 Taken By K MORGAN
Delivery N DODSON REQ 57840 BUYBOARD 617-20/PUR 16154

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Side sliding windows w/ alumin	3.000	554.0000	EA	1,662.00	2/21/2022
INV					
Carefree Mirage Lateral Arm Bo	1.000	5,512.0000	EA	5,512.00	2/21/2022
INV					
Hydraulic Leveling and Stabili	1.000	5,832.0000	EA	5,832.00	2/21/2022
INV					
Back-up Camera System, 7" LCD	1.000	1,460.0000	EA	1,460.00	2/21/2022
INV					
CAT 6 Network	1.000	7,590.0000	EA	7,590.00	2/21/2022
INV					
20KW Water Cooled Diesel Gener	1.000	14,572.0000	EA	14,572.00	2/21/2022
INV					
Exterior Graphics Package (1-4	2.000	5,839.0000	EA	11,678.00	2/21/2022
INV					
Midmark 272 Airlift Stool	3.000		EA		2/21/2022
INV					

City of Lubbock TEXAS

PURCHASE ORDER

Date - 9/21/2021

Order Number 31061849 000 OP

Branch/Plant 3526

TO: FARBER SPECIALTY VEHICLES
5858 SCARBOROUGH BLVD
COLUMBUS OH 43232

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK TX 79404

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 9/21/2021 Freight .

Requested 2/21/2022 Taken By K MORGAN

Delivery N DODSON REQ 57840 BUYBOARD 617-20/PUR 16154

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Medical Grade Refrigerator Wit	1.000	2,350.0000	EA	2,350.00	2/21/2022
INV					
Mobile Medical Health Vehicle	1.000	231,779.0000	EA	231,779.00	2/21/2022
INV					
Medical Grade Freezer With Tem	1.000	2,350.0000	EA	2,350.00	2/21/2022
INV					

Total Order

Terms NET 30 284,785.00

This purchase order encumbers funds in the amount of $284,785.00 awarded to Farber Specialty Vehicles of Columbus, OH, on _____, 2021. The following is incorporated into and made part of this purchase order by reference: Quote dated August 17, 2021, from Farber Specialty Vehicles of Columbus, OH, and BuyBoard Contract 617-20.
Resolution #_____

CITY OF LUBBOCK

_____
Daniel M. Pope, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Rev. 9/2021

PURCHASE ORDER
TERMS AND CONDITIONS
IMPORTANT: READ CAREFULLY
STANDARD TERMS AND CONDITIONS
CITY OF LUBBOCK, TX

Seller and Buyer agree as follows:

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. Whereever 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. ASSIGNING OR SUBLETTING THE CONTRACT. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.

29. HOUSE BILL 1295 DISCLOSURE OF INTERESTED PARTIES. House Bill 1295, adopted by the 84th Legislature, created §2252.908, 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. 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.

31. TEXAS GOVERNMENT CODE, CHAPTER 2252. The undersigned representative of the undersigned company or business, being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas, which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Lubbock Purchasing and Contract Department.

32. TEXAS GOVERNMENT CODE, CHAPTER 2270 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.

33. 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, 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. Please send this request to this email address for it to be processed: orr@mylubbock.us.

FARBER SPECIALTY VEHICLES

7052 Americana Parkway
Columbus, OH 43068
Toll Free: (800) 331-3188
Fax: (614) 759-2098

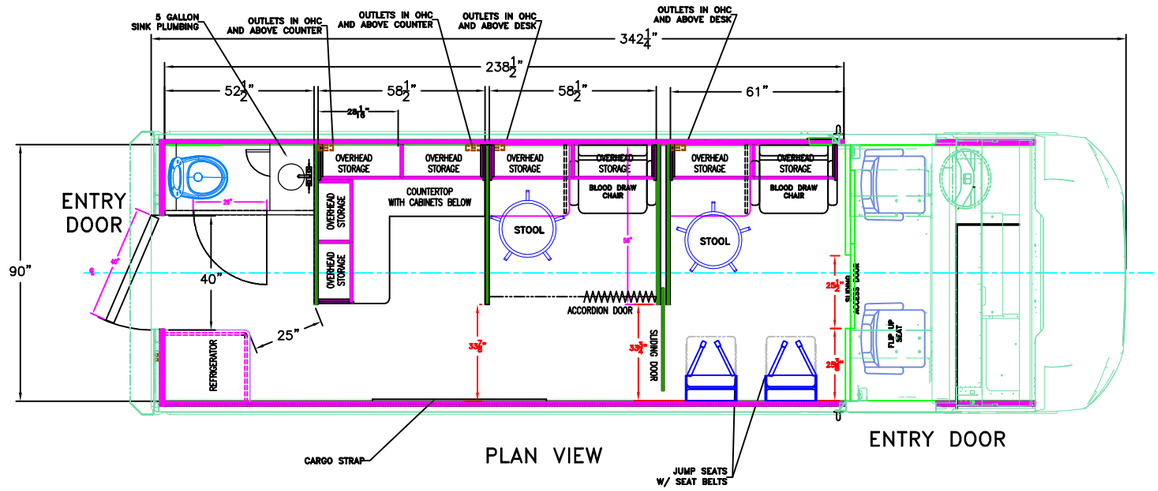
QUOTATION

Name: City of Lubbock
Contact: Dom Esperat
Address: 206 Municipal Drive, P.O. Box 2000
City, ST, Zip: Lubbock, Texas 79457
Telephone: (806) 775-2370
Email: desperat@mylubbock.us

TOTAL PRICE **$284,785.00**

CONTACT	DELIVERY	SHIPPED VIA	TERMS	TX BB #	DATE
Donavin Farber	3-5 Months	Farber	Net 30	#617-20	August 17, 2021

VENDOR PART #	QUANTITY	DESCRIPTION		UNIT PRICE		TOTAL PRICE
055CH290020	1	**MOBILE MEDICAL HEALTH VEHICLE 29'**	**$**	**231,779.00**	**$**	**231,779.00**
		OPTIONS				
		INTERIOR OPTIONS				
102AA000001	3	Side sliding windows w/ aluminum mini blind	$	554.00	$	1,662.00
		EXTERIOR OPTIONS				
105AA000003	1	Carefree Mirage lateral arm box awning, 18'	$	5,512.00	$	5,512.00
105AA000030	1	Hydraulic leveling and stabilizing jacks	$	5,832.00	$	5,832.00
		AUDIO/VIDEO OPTIONS				
110AA000060	1	Back-up camera system, 7" LCD color monitor	$	1,460.00	$	1,460.00
		COMPUTER AND SATELLITE				
125AA000030	1	CAT 6 network	$	7,590.00	$	7,590.00
		GENERATOR AND POWER SUPPLIES 120-240 VOLT OPTIONS				
140DA000010	1	20KW water cooled diesel generator, compartment installed, remote start.stop (1 standard)	$	14,572.00	$	14,572.00
		MISCELLANEOUS				
103AA000004	2	Exterior graphics package (1-4 units required)	$	5,839.00	$	11,678.00
		NON CONTRACT ITEMS				
		MEDICAL EQUIPMENT				
	3	Midmark 272 Airlift Stool		INCLUDED		INCLUDED
	1	Medical Grade Refrigerator with temperature readout	$	2,350.00	$	2,350.00
	1	Medical Grade Freezer with temperature readout	$	2,350.00	$	2,350.00
				TOTAL UNIT PRICE	**$**	**284,785.00**



LIST OF DRAWINGS ON SHEET

CUSTOMER APPROVAL

PRINT NAME

SIGNATURE DATE

FARBER SPECIALTY VEHICLES
7052 AMERICANA PARKWAY
COLUMBUS, OH 43068
USA

REVISION HISTORY

NO.	DESCRIPTION	ENGINEER	DATE
S.1	INITIAL SALES DRAWING RELEASE	C. DUNCAN	12/1/20
S.2	MODIFIED REAR SUITE AS PER REQUEST	HARLAN	12/4/20

BODY: STEP VAN

CHASSIS: 20' FREIGHTLINER MT55

UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES. TOLERANCES: FRACTIONAL ± 1/16, ANGULAR: BEND ± 2°, TWO PLACE DECIMAL ± .02, THREE PLACE DECIMAL ± .005

DESIGN ENGINEER: C. DUNCAN
ELEC. ENGINEER: XXXX
ENG. MGR. APPROVAL:
SALES: D. FARBER

PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF FARBER SPECIALTY VEHICLE. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF FARBER SPECIALTY VEHICLE IS PROHIBITED.

CUSTOMER: METRO HEALTH

TITLE: SALES DRAWING

SHEET SIZE	SCALE	UNIT NO.	REV.
D	1:24	XXXXX	S.2

SHEET 1 OF 1

FARBER SPECIALTY VEHICLES

7052 Americana Parkway
Columbus, OH 43068
Toll Free: (800) 331-3188
Fax: (614) 759-2098

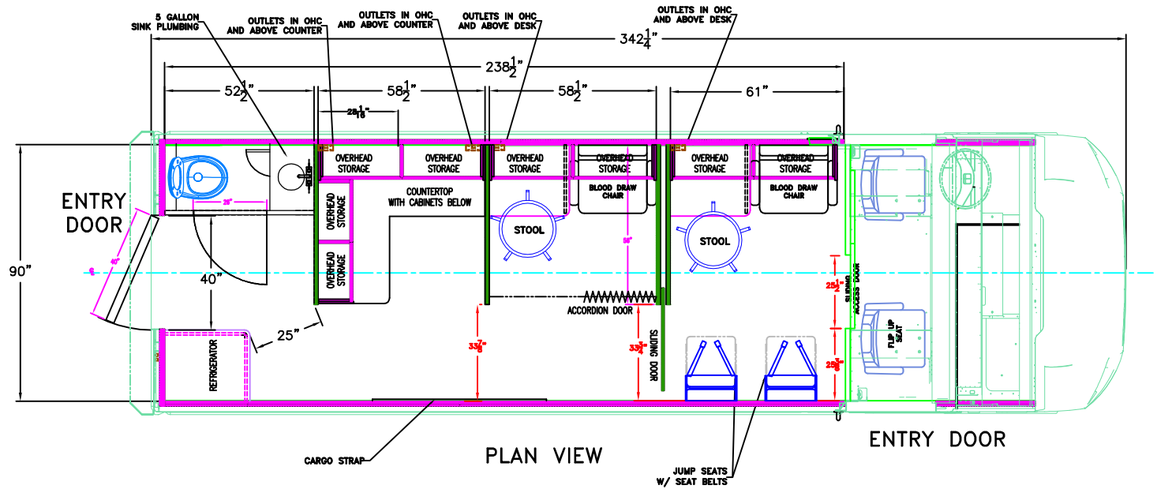
QUOTATION

Name: City of Lubbock
Contact: Dom Esperat
Address: 206 Municipal Drive, P.O. Box 2000
City, ST, Zip: Lubbock, Texas 79457
Telephone: (806) 775-2370
Email: desperat@mylubbock.us

TOTAL PRICE **$284,785.00**

CONTACT	DELIVERY	SHIPPED VIA	TERMS	TX BB #	DATE
Donavin Farber	3-5 Months	Farber	Net 30	#538-17	August 17, 2021

VENDOR PART #	QUANTITY	DESCRIPTION		UNIT PRICE		TOTAL PRICE
055CH290020	1	**MOBILE MEDICAL HEALTH VEHICLE 29'**	**$**	**231,779.00**	**$**	**231,779.00**
		OPTIONS				
		INTERIOR OPTIONS				
102AA000001	3	Side sliding windows w/ aluminum mini blind	$	554.00	$	1,662.00
		EXTERIOR OPTIONS				
105AA000003	1	Carefree Mirage lateral arm box awning, 18'	$	5,512.00	$	5,512.00
105AA000030	1	Hydraulic leveling and stabilizing jacks	$	5,832.00	$	5,832.00
		AUDIO/VIDEO OPTIONS				
110AA000060	1	Back-up camera system, 7" LCD color monitor	$	1,460.00	$	1,460.00
		COMPUTER AND SATELLITE				
125AA000030	1	CAT 6 network	$	7,590.00	$	7,590.00
		GENERATOR AND POWER SUPPLIES 120-240 VOLT OPTIONS				
140DA000010	1	20KW water cooled diesel generator, compartment installed, remote start.stop (1 standard)	$	14,572.00	$	14,572.00
		MISCELLANEOUS				
103AA000004	2	Exterior graphics package (1-4 units required)	$	5,839.00	$	11,678.00
		NON CONTRACT ITEMS				
		MEDICAL EQUIPMENT				
	3	Midmark 272 Airlift Stool		INCLUDED		INCLUDED
	1	Medical Grade Refrigerator with temperature readout	$	2,350.00	$	2,350.00
	1	Medical Grade Freezer with temperature readout	$	2,350.00	$	2,350.00
				TOTAL UNIT PRICE	**$**	**284,785.00**



LIST OF DRAWINGS ON SHEET

CUSTOMER APPROVAL

PRINT NAME

SIGNATURE DATE

FARBER SPECIALTY VEHICLES
7052 AMERICANA PARKWAY
COLUMBUS, OH 43068
USA

REVISION HISTORY

NO.	DESCRIPTION	ENGINEER	DATE
S.1	INITIAL SALES DRAWING RELEASE	C. DUNCAN	12/1/20
S.2	MODIFIED REAR SUITE AS PER REQUEST	HARLAN	12/4/20

BODY: STEP VAN

CHASSIS: 20' FREIGHTLINER MT55

UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES. TOLERANCES: FRACTIONAL ± 1/16, ANGULAR: BEND ± 2°, TWO PLACE DECIMAL ± .02, THREE PLACE DECIMAL ± .005

DESIGN ENGINEER: C. DUNCAN
ELEC. ENGINEER: XXXX
ENG. MGR. APPROVAL:
SALES: D. FARBER

PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF FARBER SPECIALTY VEHICLE. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF FARBER SPECIALTY VEHICLE IS PROHIBITED.

CUSTOMER: METRO HEALTH

TITLE: SALES DRAWING

SHEET SIZE	SCALE	UNIT NO.	REV.
D	1:24	XXXXX	S.2

SHEET 1 OF 1

Regular City Council Meeting **7. 19.**

Meeting Date: 09/28/2021

Information

Agenda Item

Resolution - Facilities Management: Consider a resolution authorizing the Mayor to execute Public Works Contract 16023, with Johnson General Contractors Group, LLC, for the renovations of the Abernathy Landfill Gate House, located at 17304 North FM 2528, Abernathy, Texas.

Item Summary

It is the intent of the specification that the new work will provide a watertight facility.

Scope of work includes:
• Removal of existing sealant at all masonry control joints, around doors, site joints, vertical skylight panel joints and penetrations on exterior wall elevations as described in the project specifications;
• Remove the existing widow units in their entirety;
• Remove existing seal, apron and install new window seal, apron (paint to match existing finish);
• Provide new perimeter 40 mil flexible flashing around new aluminum window units;
• Install new aluminum window units as specified, style, profile and color to match the existing windows;
• Cut glass and install a half round ticket window detail in glazing panels as indicated on the drawings;
• Remove interior drywall as shown the drawings and replace with new drywall materials with finish to match existing wall system as specified;
• Remove existing VCT tile from the concrete floor as specified and provide a (salt and pepper) grind and polish and seal with low sheen finish;
• Include an application of two coats of elastomeric coating to plaster elevations of the building as described in project specifications; and
• Install a new mini-split outdoor unit and mini-split indoor unit as per the schedule on the drawing.

Contractor will provide a 5-year warranty on labor and materials

In response to RFP 21-16023-KM, a sole proposal was received and opened on August 12, 2021, from Johnson General Contractors, in the amount of $112,600.

The Staff and Evaluation Committee recommend award of the contract to Johnson General Contractors of Lubbock, Texas, for $112,600. Time for completion is 90 Calendar Days with liquidated damages of $250 for each consecutive calendar day.

Fiscal Impact

The contract price of $112,600 is funded in Capital Improvements Project 8637, Abernathy Landfill - Gate House Renovations.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Attachments

Resolution
Contract
Budget Detail
CIP Detail
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, Public Works Contract No. 16023 for Abernathy Gatehouse Renovations as per RFP 21-16023-KM, by and between the City of Lubbock and Johnson General Contractors Group, LLC, of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.Contract 16023 – Abernathy Gatehouse
09.02.21

PROPOSAL SUBMITTAL FORM
PRICE PROPOSAL CONTRACT

DATE: 8-17-2021

PROJECT NUMBER: **RFP 21-16023-KM Abernathy Gatehouse Renovations**

Proposal of Johnson General Contractors Group, LLC. (hereinafter called Offeror)

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

Ladies and Gentlemen:

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

PROPOSED CONSTRUCTION TIME:

1. Contractors proposed CONSTRUCTION TIME for completion:

TOTAL CONSECUTIVE CALENDAR DAYS: 90 **(to Final Completion)**

(90 consecutive calendar days to Final Completion).

Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and **final completion** within **90 Consecutive Calendar Days** as stipulated in the specification and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages in the sum of **$500** for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

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

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

Offerors are required, whether or not a payment or performance bond is required, to submit a cashier's check or certified check issued by a bank satisfactory to the City of Lubbock, or a proposal bond from a reliable surety company, payable without recourse to the order of the City of Lubbock in an amount not less than five

percent (5%) of the total amount of the proposal submitted as a guarantee that offeror will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within ten (10) days after notice of award of the contract to him.

City of Lubbock
RFP 21-16023-KM
Price Proposal Form
Johnson General Contractors Group, LLC

Vendor/Description	Lump Sum
#0-1 - Exterior Construction: Base bid consists of the materials and labor for the necessary improvements for the above referenced project, as specified herein. Reseal all masonry joints around doors, windows, skylights, site joints and penetrations. Replace 15 windows and frames. Apply elastomeric coating to exterior walls.	
Johnson General Contractors Group, LLC	$74,900.00
#0-2 - Interior Construction: Repair and or replace interior materials as specified in scope of work.	
Johnson General Contractors Group, LLC	37,700.00
Total	**$112,600.00**

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

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

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

Corporation has no seal
(Seal if Offeror is a Corporation)

ATTEST: Cory Johnson
Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 8/12/2021
Addenda No. 2 Date 8/13/2021
Addenda No. 3 Date 8/13/2021
Addenda No. _____ Date _____

Date: 8-17-21

Authorized Signature

Troy Johnson
(Printed or Typed Name)

Johnson General Contractor Group, LLC
Company

3407 - 40th St
Address

Lubbock, Lubbock
City, County

Texas, 79413
State Zip Code

Telephone: 806 - 332 4841

Fax: _____ - _____

Email: troy@dismondtexas.com

FEDERAL TAX ID or SOCIAL SECURITY No.

47 - 4458151

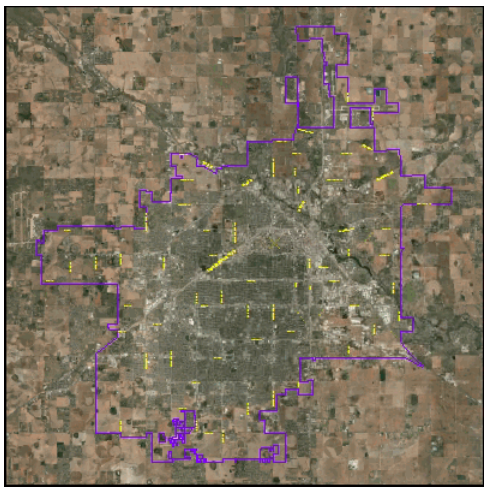
M/WBE Firm:						
		Woman		Black American		Native American
		Hispanic American		Asian Pacific American		Other (Specify)

City of Lubbock, TX
Capital Project
September 28, 2021

Capital Project Number:	8637
Capital Project Name:	Abernathy Landfill - Gate House Renovations

		Budget
Encumbered/Expended		
Armko Industries, Inc. - Contract 15978	$	3,700
Agenda Item September 28, 2021		
Johnson General Contractors Group, LLC - Contract 16023		112,600
Encumbered/Expended To Date		116,300
Estimated Costs for Remaining Appropriation		
Construction Contingencies		53,700
Remaining Appropriation		53,700
Total Appropriation	$	170,000

Project Name **Abernathy Landfill - Gate House Renovations** *Project Number* **8637**



Managing Department **Facilities Management**

Project Manager **Wesley Everett**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**

Project Scope

Reseal all masonry joints around doors, windows, skylights, site joints and penetrations. Replace 15 windows and frames. Apply elastomeric coating to plaster walls. Interior renovations as required.

FY2021 - 22
Bid out completed plans and start weatherproofing project on facility.
Start Date:1/2019
Bid Date - Design: N/A
Award Date for Bid - Design:N/A
Project Start Date - Design: N/A
Project End Date - Design: 8/28/2020
Bid Date - Construction: 7/1/2021
Award Date for Bid - Construction: 08/31/2021
Project Start Date - Construction: 09/13/2021
Project End Date - Construction: 12/31/2021

Project Justification

Current Facility has many leaks that will damage the facility if not addressed.

Project History

The gate house is used to weigh the amount of waste entering into the landfill. This facility was constructed several years ago and due to sub-quality installation, the facility has degraded especially during wet weather.

FY 2018-19: Finalize scope to develop plans and specifications for weatherproofing and interior renovations.
FY 2019-20: Plans and specifications complete to weatherproof facility. Ready to bid. No capital spent due to COVID-19 spending restrictions.
FY2020-21
Bid out project and began repairs.
FY2021-22
Completed Project

$120,000 was appropriated in the FY 2018-19 Budget, Ord. No. 2018-O0109, October 1, 2018.
$50,000 was appropriated in the FY 2019-20 Budget, Ord. No. 2019-O0129, October 1, 2019.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Project Amount
Construction	160,000	6,400	0	0	0	0	0	166,400
Design and Engineering	10,000	1,000	0	0	0	0	0	11,000
Total Project Appropriation	170,000	7,400	0	0	0	0	0	177,400

Funding Detail	Funding to Date	FY 2021-22	Unappropriated Planning Years FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Funding
FY 2019 General Fund Cash	55,748	0	0	0	0	0	0	55,748
FY 2020 General Fund Cash	50,000	0	0	0	0	0	0	50,000
FY 2022 General Fund Cash	0	7,400	0	0	0	0	0	7,400
Public Works Capital Project Fund	64,252	0	0	0	0	0	0	64,252
Total Funding Sources	170,000	7,400	0	0	0	0	0	177,400

Operating Budget Impact	FY 2021-22	Unappropriated Planning Years FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Impact
Maintenance Savings Estimated	750	750	750	750	750	0	3,750
Total Operating Budget Impact	750	750	750	750	750	0	3,750

Purchasing and Contract Management
Project Summary

RFP 21-16023-KM Abernathy Gatehouse Renovations

Notice was published in the Lubbock Avalanche Journal on July 21 and July 28, 2021.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on BidSync.com from July 20, 2021 to August 17, 2021.
Notice was published on Bonfire-hub.com from July 20, 2021 to August 17, 2021.
34 vendors viewed using BidSync.com.
4 vendors downloaded the documents from Bidsync.com
32 vendors took documents from Bonfire-hub.com
10 vendors were notified separately.
1 vendor submitted a proposal.

Regular City Council Meeting **7. 20.**

Meeting Date: 09/28/2021

Information

Agenda Item

Resolution - Facilities Management: Consider a resolution authorizing the Mayor to execute Professional Services Agreement 16135, with Parkhill, for remaining construction administration professional services, for the Municipal Parking Garage project.

Item Summary

This contract is for remaining construction administration professional services, and any reimbursable expenses, related to the Municipal Parking Garage located at 1401 Avenue L.

The term is for 90 consecutive days or the completion of the construction, whichever occurs last.

Fiscal Impact

This contract for $33,170.69 is funded in Capital Improvement Project 92672, Municipal Parking Garage.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Attachments

Resolution - Parkhill Contract 16135

Parkhill Professional Services Agreement 16135 - Municipal Parking Garage

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Professional Services Agreement No. 16135 for the municipal parking garage, by and between the City of Lubbock and Parkhill, Smith & Cooper, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.PSA-No.16135 Garage
09.20.21

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No.16135 is entered into this _____ day of September, 2021, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Parkhill, Smith & Cooper, Inc. (the "Architect"), a Texas corporation.

WITNESSETH

WHEREAS, the City desires to contract with the Architect to provide remaining construction administration professional services for a Municipal Parking Garage (the "Activities"); and

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

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

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

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term of ninety (90) consecutive days or the completion of the Activities, whichever shall occur last.

ARTICLE II. SERVICES AND COMPENSATION

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

B. The Architect shall receive as consideration to be paid for the performance of the Services, in an amount not to exceed Thirty Three Thousand One Hundred Seventy-and 69/100 Dollars ($33,170.69), as set forth in Exhibit "A".

ARTICLE III. TERMINATION

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

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

ARTICLE IV. NON - ARBITRATION

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

ARTICLE V. ACKNOWLEDGEMENTS

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

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

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

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

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

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

ARTICLE VI. SCOPE OF WORK

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

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE VIII. INSURANCE

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

Commercial General Liability:

Per Occurrence Single Limit: $1,000,000

General Aggregate Limit: $2,000,000

Professional Liability:

Per Claim and Annual Aggregate: $2,000,000

Automobile Liability:

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

Employer's Liability:

Per Occurrence Single Limit: $1,000,000

Worker's Compensation

Per Occurrence Single Limit: $500,000

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

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

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

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

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

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

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

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

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XIII. NOTICE

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

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

Parkhill, Smith & Cooper, Inc.
Mike W. Moss – Principal-In-Charge
4222 85th Street
Lubbock, Texas 79423
Telephone: 806.473.2200
Facsimile: 806.473.3500

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

City of Lubbock
Wes Everett – Director Facilities Management
P.0. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Telephone: 806.775.2275

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

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

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

ARTICLE XV. MISCELLANEOUS

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

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

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

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

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

F. Construction and Venue.

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

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

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

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

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

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

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

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

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

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

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

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

Q. Professional Responsibility. All architectural or engineering services to be performed shall be done with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license.

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EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Wesley D. Everett, Director of Facilities Management

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Firm

PARKHILL, SMITH & COOPER, INC.

By: _____
Mike Moss,
Principal-In-Charge

EXHIBIT “A”

Parkhill

September 15, 2021

Wes Everett- Director Facilities Management
City of Lubbock
PO Box 2000
1625 13th St
Lubbock, TX 79457
(806) 775-2275

RE: Proposal/Scope for Professional Services - Municipal Parking Garage (Construction Balance)

Dear Mr. Everett:

Parkhill, Smith & Cooper, Inc. (A/E) is pleased to have the opportunity to provide Architectural, Interior Design & Engineering services to the City of Lubbock (Owner) for a new Municipal Parking Garage. (Project).

The project is located directly south of Citizens Tower. Scope will include a new 3-level parking garage containing approximately 400 parking spaces. In addition to the parking structure, an access/queuing drive will be designed in the current 15th Street right-of-way.

The City of Lubbock selected Option 1 as defined in the Parkhill, Smith & Cooper, Inc. Municipal Parking Study (dated 6/15/17). The design services to be provided are as follows: Basic Design Services shall include Architectural, Interior Design, Structural, Mechanical, Electrical and Plumbing Engineering Services. Supplemental services are also shown in ***Exhibit A*** and include: Site Development (Civil Engineering and Landscape Architecture) and Security Camera and Equipment Specification (FFE).

The Owner and A/E may rely on the initial garage layout selection & scope as the basis of design. Both parties, however, recognize that the initial Information may materially change, and in that event, the Owner and A/E shall appropriately adjust the schedule, A/E's services, and A/E's compensation, Owner's budget for the cost of Work and Owner's anticipated design and construction milestones, as necessary to accommodate material changes in the Initial Information.

Typical project phases and associated services include:

- **Programming/Scope & Budget**
  - Completed
- **Schematic Design Phase**
  - Completed
- **Design Development Phase**
  - Completed
- **Construction Documents Phase**
  - Completed
- **Bidding Phase**
  - Completed

Construction Phase

- Ongoing Scope of Work

1) A/E, as a representative of Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed upon by the Owner and A/E:, (1) to become generally familiar with and to keep with Owner informed about the progress and the quality of the portion of the Work completed, (2) to endeavor to guard Owner against defects and deficiencies in the Work and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. A/E shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the means, methods and techniques, sequences or procedures or for safety precautions and programs in connection with the Work since these are solely the Contractor's rights and responsibilities under the Contract Documents.

2)A/E shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. The Owner agrees that the general contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Owner's contract with the Contractor.

3)A/E shall not be responsible for any acts or omissions of the Contractor, any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them. A/E does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

4)A/E shall review and certify the amounts due the Contractor and shall issue certificates for payment in such amounts in accordance with the Contract Documents.

5)A/E shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

6)A/E shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the A/E as provided for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving and adjustment in the contract sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

7)If, due to an error or an omission by A/E, any required item or component of the project is omitted from the Construction Documents, A/E shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise add value or betterment to the project.

8)A/E shall assist the Owner's Commissioning Agent with their Agent's commissioning activities.

9)A/E shall provide a Warranty Punch List Walk-Thru at approximately eleven (11) months after the Date of Substantial Completion.

Furniture Fixtures and Equipment (FF&E)

- Completed

- **Use of A/E's Instruments of Service**
  - Drawings, Specifications and other Documents, including those in electronic form, prepared by A/E and A/E's Consultants are Instruments of Service for use solely with respect to this project. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to A/E and A/E's Consultants.

- **Fee Summary**
  - Construction Administration **$33,170.69**

The A/E anticipates that the scope detailed above would require approximately 90 working days for completion. Please note, due to extended construction delays and product availability it may extend beyond this timeframe.

We appreciate the opportunity to provide professional services to you and look forward to the successful completion of the Municipal Parking Garage. If you have any questions, please do not hesitate to call us.

Sincerely,

PARKHILL, SMITH & COOPER, INC. (A/E)

By_____
Mike W. Moss
Firm Principal

By_____
Ryan A. Wilkens
Associate

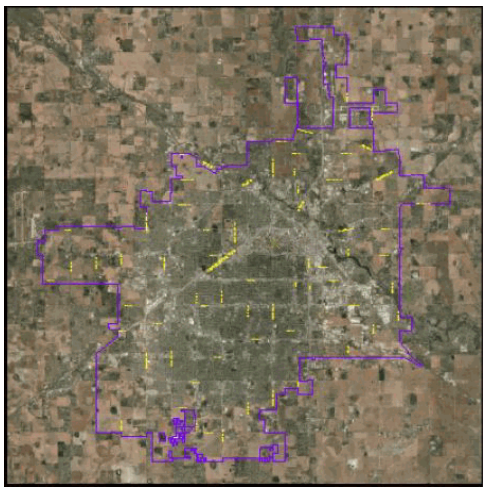
"The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, www.tbae.state.tx.us has jurisdiction over complaints regarding the professional practices of persons registered as architects, interior designers, landscape architects in Texas."

City of Lubbock, TX
Capital Project
September 28, 2021

Capital Project Number:	92672
Capital Project Name:	Municipal Parking Garage

		Budget
Encumbered/Expended		
Design	$	452,623
Bidding/Miscellaneous		132
Construction		6,788,214
Acquisition		145
Agenda Item September 28, 2021		
Parkhill Contract 16135		33,171
Encumbered/Expended To Date		7,274,285
Estimated Costs for Remaining Appropriation		
Construction Contingencies		687,009
Remaining Appropriation		687,009
Total Appropriation	$	7,961,294

Project Name **Parking Garage** *Project Number* **92672**



Managing Department **Facilities Management**

Project Manager **Wesley Everett**

Project Classification **New Facility**

Project Status **Approved**

Project Scope

Project consists of construction of a Municipal Parking Garage including site improvements and utilities. The structure will consist of three parking levels, two elevators, four stairwells and will connect to an existing tunnel into Citizens Tower. The project site is located in Lubbock, Lubbock County, Texas at 14th Street and Avenue L.

Start Date:07/10/2019
Bid Date - Design:N/A
Award Date for Bid - Design:08/13/2019
Project Start Date - Design:08/14/2019
Project End Date - Design:03/11/2020
Bid Date - Construction:05/04/2020
Award Date for Bid - Construction:10/07/2020
Project Start Date - Construction:10/23/2020
Project End Date - Construction:08/19/2021

Project Justification

As per city ordinance, provide required parking spaces for staff, customers and visitors to Citizens Tower.

Project History

FY 19-20 Procured design firm, design completed.

FY 20-21 Procured contractor and commenced construction.

FY 21-22 Complete construction, punch list items, and warranty items from 1 year of substantial completion.

$7,961,294 was appropriated in FY 2019-20, Budget Amendment No. 31, Ord. No. 2020-O0105, August 25, 2020.

		Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Project Amount
Construction	7,498,000	0	0	0	0	0	0	7,498,000
Design and Engineering	462,794	0	0	0	0	0	0	462,794
Other Activities	500	0	0	0	0	0	0	500
Total Project Appropriation	7,961,294	0	0	0	0	0	0	7,961,294

Project Name **Parking Garage** *Project Number* **92672**

Funding Detail	Funding to Date	FY 2021-22	Unappropriated Planning Years FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Funding
FY 2016 Tax Supported Revenue CO's	500,000	0	0	0	0	0	0	500,000
FY 2019 Tax Supported Revenue CO's	4,118,000	0	0	0	0	0	0	4,118,000
FY 2020 General Fund Cash	1,343,294	0	0	0	0	0	0	1,343,294
General Capital Project Fund	2,000,000	0	0	0	0	0	0	2,000,000
Total Funding Sources	7,961,294	0	0	0	0	0	0	7,961,294

Operating Budget Impact	FY 2021-22	Unappropriated Planning Years FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Impact
Facilities Maintenance and Custodial	12,000	12,000	12,000	12,000	12,000	12,000	72,000
Total Operating Budget Impact	12,000	12,000	12,000	12,000	12,000	12,000	72,000

Regular City Council Meeting **7. 21.**

Meeting Date: 09/28/2021

Information

Agenda Item

Resolution - Facilities Management: Consider a resolution authorizing the Mayor to execute Purchase Order 10024401, with OfficeWise Commercial Interiors, in accordance with Purchasing Association of Cooperative Entities (PACE) Contract P10045, Omnia Contract BNR105, and Sourcewell Contract 121919-HMN, for replacement furniture, fixtures, and equipment at Citizens Tower and the Utilities Customer Services Center damaged by the flood event of March 12, 2021.

Item Summary

The scope of work consists of purchase, delivery and installation of replacement furniture, fixtures, and equipment to match existing products installed in the basements of the UCSC and Citizens Tower. Products include desks, chairs, cubicle workstations, file cabinets, desk lamps, conference tables, lobby furniture, trash cans and other items indicated in the purchase order.

Fiscal Impact

This Purchase Order for $587,612.23 is funded in the General Fund Operating Budget.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Attachments

Resolution Officewise Furniture Replacement

PO for Officewise Furniture Replacement

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. 10024401 in accordance with PACE Contract P10045, Omnia Contract BNR105, and Sourcewell Contract 121919-HMN for the purchase of FF&E flood damage replacement at Citizens Tower/UCSC, by and between the City of Lubbock and OfficeWise Commercial Interiors of Lubbock, Texas 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:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.PurchaseOrd 10024401 OfficeWise Flood Replacement Furnishings
09.20.21

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 9/14/2021
Order Number 10024401 000 OP
Branch/Plant 1611

TO: OFFICEWISE COMMERCIAL INTERIORS
1200 S TAYLOR
LUBBOCK TX 79101

SHIP TO: LP&L- UCSC
1401 AVENUE K
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 9/14/2021 Freight
Requested 10/14/2021 Taken By K MORGAN
Delivery D DENSFORD REQ

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Flood Replacement Furniture	1.000	587,612.2300	EA	587,612.23	10/14/2021

COL-LP&L

Total Order

Terms NET DUE ON RECEIPT 587,612.23

INSURANCE REQUIRED:

Commercial General Liability, per occurrence- $1,000,000 General Aggregate, Products-Comp/Op AGG, Personal & Adv. Injury, Contractual Liability and Med Exp (Any one Person).	Automotive Liability- Combined Single limit for Any Auto - $1,000,000 Worker's Compensation Amounts- $500,000 or Employer's Liability - $1,000,000. Copies of endorsements are required.
City of Lubbock is named as an additional insured on a primary and non-contributory basis with a waiver of subrogation in favor of the City of Lubbock on liability coverages. To include products of completed operations endorsements. Waiver of subrogation provided on the workers' compensation.	

This purchase order encumbers funds in the amount of $587,612.23 awarded to OfficeWise Commercial Interiors of Lubbock, TX, on _____, 2021. The following is incorporated into and made part of this purchase order by reference: Quote dated August 30, 2021, from OfficeWise Commercial Interiors of Lubbock, TX, and PACE Contract #00154.

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.

Officewise
Commercial Interiors

Quotation

Prepared For:
Marta Alvarez
City of Lubbock
1625 13th Street
Lubbock TX 79457
806.775.2572
malvarez@mylubbock.us

Account Manager:
Lacy Johnson
ljohnson@officewiseco.com
Designer: Andrea Wade
806-763-2500

Date: 8/30/2021
Expires: 9/29/2021
Quote #: AW990_COL

COL - LPL FLOOD REPLACEMENT FURNITURE
OMNIA CONTRACT: BNR105
SOURCEWELL - 121919-HMN
PACE #P10045
Purchase Order Made Out To:
Officewise Commercial Interiors
1301 13th Street
Lubbock, TX 79401
**Installation charges must be shown as a separate line item*

WK-26 — BASEMENT C - B037 BILLING

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
4	HMI	**+Lower Tile, Tackable Fabric 11H 42W**	$111.00	$29.97	$119.88
		FT170.1142T			
		MS +metallic silver			
		8R +twist-Pr Cat 2			
		36 +twist midnight blue			
2	HMI	**+Tile,Lower Open 42W**	$247.00	$66.69	$133.38
		FT174.42			
		MS +metallic silver			
		MS +metallic silver			
4	HMI	**+Upper Tile, Tackable Fabric 22H 42W**	$157.00	$42.39	$169.56
		FT181.2242T			
		MS +metallic silver			
		8R +twist-Pr Cat 2			
		36 +twist midnight blue			

Ext. List: $1,566.00
Subtotal: $422.82

WK-26 — BASEMENT C - B054 UTILITIES CALL CENTER

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
10	HMI	**+Lower Tile, Tackable Fabric 11H 48W**	$117.00	$31.59	$315.90
		FT170.1148T			
		MS +metallic silver			
		8R +twist-Pr Cat 2			
		36 +twist midnight blue			
5	HMI	**+Tile,Lower Open 48W**	$265.00	$71.55	$357.75
		FT174.48			
		MS +metallic silver			
		MS +metallic silver			
10	HMI	**+Upper Tile, Tackable Fabric 22H 48W**	$167.00	$45.09	$450.90
		FT181.2248T			
		MS +metallic silver			
		8R +twist-Pr Cat 2			
		36 +twist midnight blue			

Ext. List: $4,165.00
Subtotal: $1,124.55

WK-7 — BASEMENT C - B32 RADIO DISPATCH

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
5	HMI	**+Lower Tile, Lam 11H 42W**	$321.00	$86.67	$433.35
		FT170.1142L			
		91 +white			
		MS +metallic silver			
5	HMI	**+Lower Tile, Tackable Fabric 11H 42W**	$111.00	$29.97	$149.85
		FT170.1142T			
		MS +metallic silver			
		8R +twist-Pr Cat 2			
		36 +twist midnight blue			
5	HMI	**+Tile,Lower Open 42W**	$247.00	$66.69	$333.45
		FT174.42			
		MS +metallic silver			

			MS +metallic silver			
	5	HMI	**+Upper Tile, Lam 18H 42W (for 53H frames only)**	$417.00	$112.59	$562.95
			FT181.1842L			
			91 +white			
			MS +metallic silver			
	5	HMI	**+Upper Tile, Tackable Fabric 18H 42W (for 53H frames only)**	$157.00	$42.39	$211.95
			FT181.1842T			
			MS +metallic silver			
			8R +twist-Pr Cat 2			
			36 +twist midnight blue			
					Ext. List:	$6,265.00
					Subtotal:	**$1,691.55**

C-10a

Qty	Mfg	C-10a Description and Model Number	List	Sell	Ext Sell
89	RGP	**ERGO LO BACK-MESH**	$1,410.00	$535.90	$47,695.10
		ME8ERGLO			
		W09-1 Black Mesh			
		A Tension Control			
		D Tilt Lock			
		E Back Angle Adjustment			
		F Synchro-Tilt			
		G Seat Height Adjustment			
		H Waterfall Seat			
		~ NO Selection			
		J Back Height Adjustment			
		K Seat Depth Adjustment			
		M Arm Height Adjustment			
		O Swivel Arm			
		P Adjustable Arm Depth			
				Ext. List:	$125,490.00
				Subtotal:	**$47,695.10**

C-14

Qty	Mfg	C-14 Description and Model Number	List	Sell	Ext Sell
35	HMI	**+Keyn Chair, 4-Leg Base, Seat Pad, No Arms**	$581.00	$308.66	$10,803.10
		KNN4SN			
		AGL +acetal glide, carpet only			
		98 +studio white			
		98 +studio white			
		98 +studio white			
		ZMD @mode-Pr Cat D			
		33 +mode denim			
				Ext. List:	$20,335.00
				Subtotal:	**$10,803.10**

C-15

Qty	Mfg	C-15 Description and Model Number	List	Sell	Ext Sell
38	HMI	**+Chr,Setu Multipurpose,5-star base,std-ht range,suspended upholstery seat/bck,ribbon arms**	$1,343.00	$629.53	$23,922.14
		CQ51FA			
		JH +chino			
		L7 +silver alloy			
		HCC +2 1/2" caster, low roll resistance,			
		1WS +whisper-Pr Cat 1			
		06 +whisper carbon			
				Ext. List:	$51,034.00
				Subtotal:	**$23,922.14**

C-16

Qty	Mfg	C-16 Description and Model Number	List	Sell	Ext Sell
6	HMI	**+Chr,Setu Multipurpose,5-star base,std-ht range,lyris suspension seat/bck,ribbon arms**	$1,059.00	$496.41	$2,978.46
		CQ51MA			
		JH +chino			
		L7 +silver alloy			
		HCC +2 1/2" caster, low roll resistance,			
		NNN +none			
		4W +lyris 2-Pr Cat 1			
		28 +lyris 2 chino			
				Ext. List:	$6,354.00
				Subtotal:	**$2,978.46**

C-25B

Qty	Mfg	C-25B Description and Model Number	List	Sell	Ext Sell
1	DAVIS	**MODO BENCH WITH BACK. 48". COM: ARCHITEX: BERMUDA/CASTLE HARBOUR. CHROME LEG** **MD-2048**	$2,996.00	$1,872.50	$1,872.50
				Ext. List:	$2,996.00
				Subtotal:	**$1,872.50**

C-26	Qty	Mfg	C-26 Description and Model Number	List	Sell	Ext Sell
	1	DAVIS	MODO BENCH - 96". COM: ARCHITEX: BERMUDA/CASTLE HARBOUR. CHROME LEG.	$3,140.00	$1,962.50	$1,962.50
			MD-1096			
	1	ARCHITEX	FABRIC FOR C-25B & C-26 - ARCHITEX BERMUDA CASTLE HARBOUR 6 YARDS	$0.00	$625.33	$625.33
			COM			
					Ext. List:	$3,140.00
					Subtotal:	$2,587.83

C-7B	Qty	Mfg	C-7B Description and Model Number	List	Sell	Ext Sell
	1	KIELHAUER	KEILHAUER - CAHOOTS RELAX CHAIR ON SELD BASE. COM: ANZEA: HIGHLAND/BLACK PUDDING 7156-17. PC00-NICKEL FRAME	$1,590.00	$670.98	$670.98
			9020			
	1	ANZEA	FABRIC FOR C7B - BVOM - COM ANZEA HIGHLAND BLACK PUDDING 7156-17	$0.00	$205.38	$205.38
			COM			
					Ext. List:	$1,590.00
					Subtotal:	$876.36

C-9	Qty	Mfg	C-9 Description and Model Number	List	Sell	Ext Sell
	6	GUN	GUN Tia Bar Hgt Stool Armless	$1,643.00	$729.49	$4,376.94
			GMHB17-011			
			.BS Brushed Stainless			
			.QA Ash			
			301 Light Rift Cut Oak			
			.U CTB 117 Flammability Rating			
			$(13COM) Gr 13 COM Uph			
			~ Undecided FABRIC Option			
	1	LUUM	COM FOR GUNLOCKE C-9 - LUUM TEXTILES - MONOTEX 4053-05 TARPAPER - 6.6 yards	$0.00	$607.14	$607.14
					Ext. List:	$9,858.00
					Subtotal:	$4,984.08

MS-1	Qty	Mfg	MS-1 Description and Model Number	List	Sell	Ext Sell
	1	MASLAND	PROGRESSION RUG 6'X12'. NAVY	$0.00	$3,813.33	$3,813.33
			2705			
					Ext. List:	$0.00
					Subtotal:	$3,813.33

MS-10	Qty	Mfg	MS-10 Description and Model Number	List	Sell	Ext Sell
	87	HUM	Element Vision Light , 7 Watt LED with Dimmer and Occupancy Sensor	$411.00	$160.16	$13,933.92
			EV			
			E North America (N/A to Internationa			
			B Element Desktop Base			
			S Silver (semi-matte)			
			~ No Selection			
					Ext. List:	$35,757.00
					Subtotal:	$13,933.92

MS-6	Qty	Mfg	MS-6 Description and Model Number	List	Sell	Ext Sell
	89	RUB	Rubbermaid - 7 Gallon Plastic Trashcan - Office Trash - 14" L x 10" W x 15" H	$13.00	$8.17	$727.13
			FG295600			
					Ext. List:	$1,157.00
					Subtotal:	$727.13

MS-7	Qty	Mfg	MS-7 Description and Model Number	List	Sell	Ext Sell
	4	RUB	FGSR14SSPL, SILHOUETTE RECT. 13G	$925.00	$621.16	$2,484.64
			FGSR14SSPL			
			LINER Liner			
			SS Stainless Steel			
					Ext. List:	$3,700.00
					Subtotal:	$2,484.64

MS-8	Qty	Mfg	MS-8 Description and Model Number	List	Sell	Ext Sell
	89	HUM	M/Flex with M2.1 Arm, Clamp Mount/Polished Aluminum with White Trim, B12 Bracket with (2) Straight/Dynamic Link, Standard Tilt, 12" Post Height, (2) Black VESA Plate Q-X2BCMWETBETB12	$822.00	$312.36	$27,800.04
					Ext. List:	$73,158.00
					Subtotal:	$27,800.04

MS-9	Qty	Mfg	MS-9 Description and Model Number	List	Sell	Ext Sell
	89	HUM	6G Standard Black Mechanism, 550 - Big Compact Platform	$473.00	$179.74	$15,996.86
			6G 550			
			SMP25 19" and 5" Slim Palm Support			
			22 Std 21.625" Track			
					Ext. List:	$42,097.00
					Subtotal:	$15,996.86

ST-4	Qty	Mfg	ST-4 Description and Model Number	List	Sell	Ext Sell
	42	HMI	+File,FS Lat Std Pull,4 13 1/8" Dwr 42W 18D	$1,980.00	$792.00	$33,264.00
			26-4218-4E			
			SS +smooth paint on smooth steel			
			98 @studio white			
			NT +no top			
			KA +keyed alike			
			B1 +1"-high base			
			CB +counterweight (recommended)			
			9P +front-to-back filing rail			
	3		Vary Easy Exact Size Storage Surround Top, laminate top with thermoplastic edge	$468.00	$201.24	$603.72
			Y400LV.			
			D01 depth 15.00in - 30.00in			
			18 User Entry			
			W07 width 84.01in - 96.00in			
			86 User Entry			
			EZ standard hmi laminates			
			LBB oak on ash			
			LBB oak on ash			
	9		Vary Easy Exact Size Storage Surround Top, laminate top with thermoplastic edge	$883.00	$379.69	$3,417.21
			Y400LV.			
			D01 depth 15.00in - 30.00in			
			18 User Entry			
			W14 width 168.01in - 180.00in			
			170 User Entry			
			EZ standard hmi laminates			
			LBB oak on ash			
			LBB oak on ash			
	24	HMI	@Vary Easy Exact Size Storage Surround Ends, Lam Top w/TP Edge	$362.00	$155.66	$3,735.84
			Y450LV.			
			H04 @48.01in - 60.00in			
			53.50 53.50 IN HIGH			
			D01 @depth 15.00in - 30.00in			
			18.00 18.00 INCHES			
			EZ @standard hmi laminates			
			LBB @oak on ash			
			LBB @oak on ash			
					Ext. List:	$101,199.00
					Subtotal:	$41,020.77

T-12	Qty	Mfg	T-12 Description and Model Number	List	Sell	Ext Sell
	6	HMI	+Everywhere Flip-Top Rect Table,Squared Edge,Lam Top/Thermo Edge,T-Leg 24D 48W	$1,688.00	$844.00	$5,064.00
			DT5AS.2448LT			
			LBB +oak on ash			
			LBB +oak on ash			
			MS +metallic silver			
			20 +casters			
					Ext. List:	$10,128.00
					Subtotal:	$5,064.00

T-15	Qty	Mfg	T-15 Description and Model Number	List	Sell	Ext Sell
	3	NUA	Flow Radius Rectangle Conference Table, 144"L x 48"W, Glass Top, Veneer Panel Base	$11,536.00	$6,921.60	$20,764.80
			SPECIAL FWNT-14448-G-VP			
			-G REPLACEMENT SUB TOP, BASE			
			-VP SPC. TO OMIT GLASS			
			SPC TO ACCEPT EXISTING GLA			
			~ No Grommet Option (spec power s			
			-V SUB-TOP: Veneer (will match bas			
			-V OPT: Standard Veneer Base			
			-CA METAL: CLEAR ANODIZED			
			-M26519L VENEER: STAIN TO MATCH ON			
					Ext. List:	$34,608.00
					Subtotal:	$20,764.80

T-16	Qty	Mfg	T-16 Description and Model Number	List	Sell	Ext Sell
	1	NUA	**Flow Radius Rectangle Conference Table, 96"L x 48"W, Glass Top, Veneer Panel Base**	$7,579.00	$4,547.40	$4,547.40
			SPECIAL FWNC-9648-G-VP G REPLACEMENT SUB-TOP, BASE VP SPC TO OMIT GLASS SPC TO ACCEPT EXISTING GLA ~ No Grommet Option (spec power s -V SUB-TOP: Veneer (will match bas CA METAL: CLEAR ANODIZED ALUI M26519L VENEER: STAIN TO MATCH ON ~			
	1		**STAIN TO MATCH - STANDARD SPECIED W/ OPEN PORE UPCHARGE CAPPED**	$1,875.00	$1,875.00	$1,875.00
					Ext. List:	$9,454.00
					Subtotal:	**$6,422.40**

T-17	Qty	Mfg	T-17 Description and Model Number	List	Sell	Ext Sell
	1	EGI	**Parma - Metal Rectangle Multipurpose Table 36 X 96 X 42**	$5,714.00	$3,214.13	$3,214.13
			PRM3696-PRH42 FMC Formica - Call ERG Customer Ser BM black matte ~ No Selection ~ No Selection ~ No Selection ~ No Selection ~ No Selection ~ No Selection			
					Ext. List:	$5,714.00
					Subtotal:	**$3,214.13**

T-3	Qty	Mfg	T-3 Description and Model Number	List	Sell	Ext Sell
	1	HMI	**@Polygon Wire Table, Triangle, 32W 18H**	$1,235.00	$694.69	$694.69
			PWM18T BK @black			
					Ext. List:	$1,235.00
					Subtotal:	**$694.69**

WK-1	Qty	Mfg	WK-1 Description and Model Number	List	Sell	Ext Sell
	6	HMG	**+Stiffener, 57 3/8W**	$75.00	$30.94	$185.64
			FV696.57			
	3	HMI	**+Closed Support Leg,for Sq-Edge Surface, 30"D,Fxd Hght, Lam**	$319.00	$87.73	$263.19
			FV2E2.S30FL LBB +oak on ash			
	3	HMI	**+Closed Support Leg,for Sq-Edge Surface, 24"D,Fxd Hght, Lam**	$313.00	$86.08	$258.24
			FV2E2.S24FL LBB +oak on ash			
	3	HMI	**+Modesty Panel,half modesty panel, 60W Lam**	$390.00	$107.25	$321.75
			FV697.60HL 91 +white			
	3	HMI	**+Logic Mini, 1 Simplex Rcpt/2 Pwrd USB, 6' Cord, Surface Clamp**	$383.00	$157.99	$473.97
			Y1414.J06S 91 @white			
	4	HMI	**+Lock Plug and Key,Chrome UM Series**	$10.00	$3.00	$12.00
			1B2JK7- 226 +key number 226			
	4	HMI	**+Lock Plug and Key,Chrome UM Series**	$10.00	$3.00	$12.00
			1B2JK7- 227 +key number 227			
	4	HMI	**+Lock Plug and Key,Chrome UM Series**	$10.00	$3.00	$12.00
			1B2JK7- 228 +key number 228			
	3	HMI	**+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 42W, No Brkts**	$354.00	$97.35	$292.05
			FTS10.3042LS LBB +oak on ash LBB +oak on ash			

	3	HMI	+Tackboard,wall mntd,Tckble Fabric,Hrzntl 23H 72W	$618.00	$169.95	$509.85
			FV980.WM2372R			
			5S +twist-Pr Cat 2			
			02 +twist ivory			
	3	HMI	@Ovhd Stg Cab, Prtl Enclsr, Wall Mount, Lam Case/Doors, Lock 15H 72W	$2,134.00	$586.85	$1,760.55
			FV43P.WM1572LL			
			KA @keyed alike			
			91 @white			
			LBB @oak on ash			
	3	HMI	@Surf-Att Pedestal, Base, Box/Box/File, Lam Case/Front, Bar Pull 15W 24D	$1,393.00	$407.71	$1,223.13
			L2PS.15241BBFLK			
			M +metal			
			91 +white			
			MS @metallic silver			
			NO +no counterweight			
			KA +keyed alike			
	3	HMI	+Lam Ext Width Surf-Att Pedestal, Base, File/File, Lam Case/Front, Bar Pull 30W 24D	$1,559.00	$456.29	$1,368.87
			L2EW.30241FFLK			
			M +metal			
			91 +white			
			MS +metallic silver			
			CB +counterweight			
			KA +keyed alike			
	3	HMI	@Vary Easy Exact Size Storage Surround Top, Lam Top w/TP Edge	$526.00	$216.98	$650.94
			Y400LV.			
			D01 @depth 15.00in - 30.00in			
			24.00IN 24.00IN DEPTH TOP			
			W08 @width 96.01in - 108.00in			
			102.00IN 102.00 INCHES IN LENGTH			
			EZ @standard hmi laminates			
			LBB @oak on ash			
			LBB @oak on ash			
					Ext. List:	$24,537.00
					Subtotal:	$7,344.18

WK-18	WK-18 - (4) B037 BILLING, (7) B054 UTILITIES CALL CENTER				
Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$2.70	$8.10
		1B2JK7-			
		226 +key number 226			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$2.70	$8.10
		1B2JK7-			
		227 +key number 227			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$2.70	$8.10
		1B2JK7-			
		228 +key number 228			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$2.70	$8.10
		1B2JK7-			
		229 +key number 229			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$2.70	$8.10
		1B2JK7-			
		230 +key number 230			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$2.70	$8.10
		1B2JK7-			
		231 +key number 231			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$2.70	$8.10
		1B2JK7-			
		232 +key number 232			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$2.70	$8.10
		1B2JK7-			
		233 +key number 233			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$2.70	$8.10
		1B2JK7-			
		234 +key number 234			

3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$2.70	$8.10
		1B2JK7-			
		235 +key number 235			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$2.70	$8.10
		1B2JK7-			
		236 +key number 236			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$2.70	$8.10
		1B2JK7-			
		237 +key number 237			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$2.70	$8.10
		1B2JK7-			
		238 +key number 238			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$2.70	$8.10
		1B2JK7-			
		239 +key number 239			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$2.70	$8.10
		1B2JK7-			
		240 +key number 240			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$2.70	$8.10
		1B2JK7-			
		241 +key number 241			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$2.70	$8.10
		1B2JK7-			
		242 +key number 242			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$2.70	$8.10
		1B2JK7-			
		243 +key number 243			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$2.70	$8.10
		1B2JK7-			
		244 +key number 244			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$2.70	$8.10
		1B2JK7-			
		245 +key number 245			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$2.70	$8.10
		1B2JK7-			
		246 +key number 246			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$2.70	$8.10
		1B2JK7-			
		247 +key number 247			
55	HMI	+Frame,Base Covers, Pwr/Data knockouts 57H 42W	$288.00	$77.76	$4,276.80
		FT110.5742J			
		MS +metallic silver			
25	HMI	+Frame,Base Covers, Pwr/Data knockouts 57H 48W	$304.00	$82.08	$2,052.00
		FT110.5748J			
		MS +metallic silver			
30	HMI	+Frame,Base Covers, no knockouts 57H 48W	$290.00	$78.30	$2,349.00
		FT110.5748N			
		MS +metallic silver			
55	HMI	+Frame Top Cap,Standard Ptd 42W	$46.00	$12.42	$683.10
		FT112.42AP			
		MS +metallic silver			
55	HMI	+Frame Top Cap,Standard Ptd 48W	$49.00	$13.23	$727.65
		FT112.48AP			
		MS +metallic silver			
22	HMI	+Conn 90,Universal,2way,90 deg-for 53H frames and higher	$105.00	$28.35	$623.70
		FT121.257			
11	HMI	+Conn 90,Universal,3way-for 53H frames and higher	$119.00	$32.13	$353.43
		FT121.357			

11	HMI	+Conn Cover 90-Deg, 1 Side Covered,Base Cover Ptd 57H	$56.00	$15.12	$166.32
		FT123.157BP			
		MS +metallic silver			
22	HMI	+Conn Cover 90-Deg, 2 Sides Covered,Base Cover Ptd 57H	$70.00	$18.90	$415.80
		FT123.257BP			
		MS +metallic silver			
22	HMI	+Top Cap, Conn 90-Deg, Connects-2 Frame Top Caps, 90-Deg Ptd	$35.00	$9.45	$207.90
		FT126.2AP			
		MS +metallic silver			
11	HMI	+Top Cap, Conn 90-Deg, Connects-3 Frame Top Caps Ptd	$35.00	$9.45	$103.95
		FT126.3AP			
		MS +metallic silver			
55	HMI	+Connection Hardware, Frame-to-Frame 57H	$36.00	$9.72	$534.60
		FT128.57			
11	HMI	+Power Entry, External Direct Connect 6'long	$196.00	$52.92	$582.12
		FT140.06			
		LZ +PVC-free			
55	HMI	+Base Power Harness 42W	$160.00	$43.20	$2,376.00
		FT150.42			
		LZ +PVC-free			
25	HMI	+Base Power Harness 48W	$171.00	$46.17	$1,154.25
		FT150.48			
		LZ +PVC-free			
7	HMI	+15 Amp Receptacle 4 Circuit, Duplex, Circuit B 6/Pkg	$202.00	$54.54	$381.78
		FT155.B			
		CL +cool grey neutral			
4	HMI	+15 Amp Receptacle 4 Circuit, Duplex, Circuit D isolated ground 6/Pkg	$202.00	$54.54	$218.16
		FT155.D			
		CL +cool grey neutral			
33	HMI	+Finished End,Base Cover Ptd 57H	$74.00	$19.98	$659.34
		FT160.57BP			
		MS +metallic silver			
110	HMI	+Tile,Full-Height,Tackable Fabric 52H 42W	$294.00	$79.38	$8,731.80
		FT180.5242T			
		MS +metallic silver			
		8R +twist-Pr Cat 2			
		36 +twist midnight blue			
110	HMI	+Tile,Full-Height,Tackable Fabric 52H 48W	$315.00	$85.05	$9,355.50
		FT180.5248T			
		MS +metallic silver			
		8R +twist-Pr Cat 2			
		36 +twist midnight blue			
22	HMI	+Surface Cantilever, for 20"-or 24" deep surface,lft-hnd	$38.00	$10.26	$225.72
		FT290.24L			
		MS +metallic silver			
22	HMI	+Surface Cantilever, for 20"-or 24" deep surface,rt-hnd	$38.00	$10.26	$225.72
		FT290.24R			
		MS +metallic silver			
22	HMI	+Surface Cantilever, for 30"- deep surface,lft-hnd	$46.00	$12.42	$273.24
		FT290.30L			
		MS +metallic silver			
22	HMI	+Surface Cantilever, for 30"- deep surface,rt-hnd	$46.00	$12.42	$273.24
		FT290.30R			
		MS +metallic silver			
44	HMI	+Surface Ganging Bracket,pair	$48.00	$12.96	$570.24
		FT29B.2			
11	HMI	@Support Panel, Frame-Att, Sq-Edge, Left-Hand Support, Lam 24D	$328.00	$88.56	$974.16
		FT2G2.S24LL			
		LBB @oak on ash			
		CL @cool grey neutral			

11	HMI	@Support Panel, Frame-Att, Sq-Edge, Right-Hand Support, Lam 24D	$328.00	$88.56	$974.16
		FT2G2.S24RL			
		LBB @oak on ash			
		CL @cool grey neutral			
22	HMI	+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 36W, No Brkts	$240.00	$64.80	$1,425.60
		FTS10.2436LS			
		LBB +oak on ash			
		LBB +oak on ash			
22	HMI	+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 60W, No Brkts	$404.00	$109.08	$2,399.76
		FTS10.2460LS			
		LBB +oak on ash			
		LBB +oak on ash			
22	HMI	+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 90W, Frame Atch	$781.00	$210.87	$4,639.14
		FTS10.3090LF			
		LBB +oak on ash			
		LBB +oak on ash			
22	HMI	+Storage Tower Attachment Bracket	$51.00	$33.30	$732.60
		LG692			
22	HMI	+Lat File,Bar Pull Freestd,Ptd Mtl Frnt, 2 Dwr Raised Hgt 36W	$1,569.00	$470.70	$10,355.40
		LK20D.361			
		XS +textured paint on smooth steel			
		91 +white			
		KA +keyed alike			
		MS +metallic silver			
		CB +counterweight (recommended)			
		2R +side-to-side filing rail			
11	HMI	+Stg Twr,Bar Pull,Sd Fcng Bckcase,Ptd Mtl Frnt,Wdrb Lft,B/B/F 57H	$2,946.00	$883.80	$9,721.80
		LK310D.57LS			
		SB +full-extension ball-bearing			
		XS +textured paint on smooth steel			
		91 +white			
		KA +keyed alike			
		MS +metallic silver			
		CH +coat hook			
		NN +none			
11	HMI	+Stg Twr,Bar Pull,Sd Fcng Bckcase,Ptd Mtl Frnt,Wdrb Rt,B/B/F 57H	$2,946.00	$883.80	$9,721.80
		LK310D.57RS			
		SB +full-extension ball-bearing			
		XS +textured paint on smooth steel			
		91 +white			
		KA +keyed alike			
		MS +metallic silver			
		CH +coat hook			
		NN +none			
22	HMI	+Logic Mini, 1 Simplex Rcpt/2 Pwrd USB, 6' Cord, Surface Clamp	$383.00	$144.79	$3,185.38
		Y1414.J06S			
		91 @white			
				Ext. List:	$287,072.00
				Subtotal:	$81,829.36

WK-19 — WK-19 - (3) B037 BILLING; (1) B36 COLLECTIONS/METER/FIELI

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$9.00
		1B2JK7-			
		248 +key number 248			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$9.00
		1B2JK7-			
		249 +key number 249			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$9.00
		1B2JK7-			
		250 +key number 250			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$9.00
		1B2JK7-			
		251 +key number 251			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$9.00
		1B2JK7-			

		252 +key number 252			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$9.00
		1B2JK7-			
		253 +key number 253			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$9.00
		1B2JK7-			
		254 +key number 254			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$9.00
		1B2JK7-			
		255 +key number 255			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$9.00
		1B2JK7-			
		256 +key number 256			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$9.00
		1B2JK7-			
		257 +key number 257			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$9.00
		1B2JK7-			
		258 +key number 258			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$9.00
		1B2JK7-			
		259 +key number 259			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$9.00
		1B2JK7-			
		260 +key number 260			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$9.00
		1B2JK7-			
		261 +key number 261			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$9.00
		1B2JK7-			
		262 +key number 262			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$9.00
		1B2JK7-			
		263 +key number 263			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$9.00
		1B2JK7-			
		264 +key number 264			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$9.00
		1B2JK7-			
		265 +key number 265			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$9.00
		1B2JK7-			
		266 +key number 266			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$9.00
		1B2JK7-			
		267 +key number 267			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$9.00
		1B2JK7-			
		268 +key number 268			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$9.00
		1B2JK7-			
		269 +key number 269			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$9.00
		1B2JK7-			
		270 +key number 270			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$9.00
		1B2JK7-			
		271 +key number 271			

3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$9.00
		1B2JK7-			
		272 +key number 272			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$9.00
		1B2JK7-			
		273 +key number 273			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$9.00
		1B2JK7-			
		274 +key number 274			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$9.00
		1B2JK7-			
		275 +key number 275			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$9.00
		1B2JK7-			
		276 +key number 276			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$9.00
		1B2JK7-			
		277 +key number 277			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$9.00
		1B2JK7-			
		278 +key number 278			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$9.00
		1B2JK7-			
		279 +key number 279			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$9.00
		1B2JK7-			
		280 +key number 280			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$9.00
		1B2JK7-			
		281 +key number 281			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$9.00
		1B2JK7-			
		282 +key number 282			
3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$9.00
		1B2JK7-			
		283 +key number 283			
72	HMI	+Frame,Base Covers, Pwr/Data knockouts 57H 42W	$288.00	$77.76	$5,598.72
		FT110.5742J			
		MS +metallic silver			
20	HMI	+Frame,Base Covers, Pwr/Data knockouts 57H 48W	$304.00	$82.08	$1,641.60
		FT110.5748J			
		MS +metallic silver			
52	HMI	+Frame,Base Covers, no knockouts 57H 48W	$290.00	$78.30	$4,071.60
		FT110.5748N			
		MS +metallic silver			
72	HMI	+Frame Top Cap,Standard Ptd 42W	$46.00	$12.42	$894.24
		FT112.42AP			
		MS +metallic silver			
72	HMI	+Frame Top Cap,Standard Ptd 48W	$49.00	$13.23	$952.56
		FT112.48AP			
		MS +metallic silver			
18	HMI	+Conn 90,Universal,3way-for 53H frames and higher	$119.00	$32.13	$578.34
		FT121.357			
9	HMI	+Conn 90,Universal,4way-for 53H frames and higher	$134.00	$36.18	$325.62
		FT121.457			
18	HMI	+Conn Cover 90-Deg, 1 Side Covered,Base Cover Ptd 57H	$56.00	$15.12	$272.16
		FT123.157BP			
		MS +metallic silver			

18	HMI	+Top Cap, Conn 90-Deg, Connects-3 Frame Top Caps Ptd	$35.00	$9.45	$170.10
		FT126.3AP			
		MS +metallic silver			
9	HMI	+Top Cap, Conn 90-Deg, Connects-4 Frame Top Caps Ptd	$35.00	$9.45	$85.05
		FT126.4AP			
		MS +metallic silver			
72	HMI	+Connection Hardware, Frame-to-Frame 57H	$36.00	$9.72	$699.84
		FT128.57			
9	HMI	+Power Entry, External Direct Connect 6'long	$196.00	$52.92	$476.28
		FT140.06			
		LZ +PVC-free			
72	HMI	+Base Power Harness 42W	$160.00	$43.20	$3,110.40
		FT150.42			
		LZ +PVC-free			
20	HMI	+Base Power Harness 48W	$171.00	$46.17	$923.40
		FT150.48			
		LZ +PVC-free			
6	HMI	+15 Amp Receptacle 4 Circuit, Duplex, Circuit A 6/Pkg	$202.00	$71.99	$431.94
		FT155.A			
		CL +cool grey neutral			
6	HMI	+15 Amp Receptacle 4 Circuit, Duplex, Circuit B 6/Pkg	$202.00	$71.99	$431.94
		FT155.B			
		CL +cool grey neutral			
6	HMI	+15 Amp Receptacle 4 Circuit, Duplex, Circuit D isolated ground 6/Pkg	$202.00	$71.99	$431.94
		FT155.D			
		CL +cool grey neutral			
54	HMI	+Finished End,Base Cover Ptd 57H	$74.00	$19.98	$1,078.92
		FT160.57BP			
		MS +metallic silver			
144	HMI	+Tile,Full-Height,Tackable Fabric 52H 42W	$294.00	$79.38	$11,430.72
		FT180.5242T			
		MS +metallic silver			
		8R +twist-Pr Cat 2			
		36 +twist midnight blue			
144	HMI	+Tile,Full-Height,Tackable Fabric 52H 48W	$315.00	$85.05	$12,247.20
		FT180.5248T			
		MS +metallic silver			
		8R +twist-Pr Cat 2			
		36 +twist midnight blue			
36	HMI	+Surface Cantilever, for 20"-or 24" deep surface,lft-hnd	$38.00	$10.26	$369.36
		FT290.24L			
		MS +metallic silver			
36	HMI	+Surface Cantilever, for 20"-or 24" deep surface,rt-hnd	$38.00	$10.26	$369.36
		FT290.24R			
		MS +metallic silver			
36	HMI	+Surface Cantilever, for 30"- deep surface,lft-hnd	$46.00	$12.42	$447.12
		FT290.30L			
		MS +metallic silver			
36	HMI	+Surface Cantilever, for 30"- deep surface,rt-hnd	$46.00	$12.42	$447.12
		FT290.30R			
		MS +metallic silver			
72	HMI	+Surface Ganging Bracket,pair	$48.00	$12.96	$933.12
		FT29B.2			
18	HMI	@Support Panel, Frame-Att, Sq-Edge, Left-Hand Support, Lam 24D	$328.00	$88.56	$1,594.08
		FT2G2.S24LL			
		LBB @oak on ash			
		CL @cool grey neutral			
18	HMI	@Support Panel, Frame-Att, Sq-Edge, Right-Hand Support, Lam 24D	$328.00	$88.56	$1,594.08
		FT2G2.S24RL			
		LBB @oak on ash			

			CL @cool grey neutral			
	36	HMI	+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 36W, No Brkts	$240.00	$64.80	$2,332.80
			FTS10.2436LS			
			LBB +oak on ash			
			LBB +oak on ash			
	36	HMI	+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 60W, No Brkts	$404.00	$109.08	$3,926.88
			FTS10.2460LS			
			LBB +oak on ash			
			LBB +oak on ash			
	36	HMI	+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 90W, Frame Atch	$781.00	$210.87	$7,591.32
			FTS10.3090LF			
			LBB +oak on ash			
			LBB +oak on ash			
	36	HMI	+Storage Tower Attachment Bracket	$51.00	$13.77	$495.72
			LG692			
	36	HMI	+Lat File,Bar Pull Freestd,Ptd Mtl Frnt, 2 Dwr Raised Hgt 36W	$1,569.00	$470.70	$16,945.20
			LK20D.361			
			XS +textured paint on smooth steel			
			91 +white			
			KA +keyed alike			
			MS +metallic silver			
			CB +counterweight (recommended)			
			2R +side-to-side filing rail			
	18	HMI	+Stg Twr,Bar Pull,Sd Fcng Bckcase,Ptd Mtl Frnt,Wdrb Lft,B/B/F 57H	$2,946.00	$883.80	$15,908.40
			LK310D.57LS			
			SB +full-extension ball-bearing			
			XS +textured paint on smooth steel			
			91 +white			
			KA +keyed alike			
			MS +metallic silver			
			CH +coat hook			
			NN +none			
	18	HMI	+Stg Twr,Bar Pull,Sd Fcng Bckcase,Ptd Mtl Frnt,Wdrb Rt,B/B/F 57H	$2,946.00	$883.80	$15,908.40
			LK310D.57RS			
			SB +full-extension ball-bearing			
			XS +textured paint on smooth steel			
			91 +white			
			KA +keyed alike			
			MS +metallic silver			
			CH +coat hook			
			NN +none			
	36	HMI	+Logic Mini, 1 Simplex Rcpt/2 Pwrd USB, 6' Cord, Surface Clamp	$383.00	$164.69	$5,928.84
			Y1414.J06S			
			91 @white			
					Ext. List:	$420,517.00
					Subtotal:	$120,968.37

WK-2	Qty	Mfg	WK-2 Description and Model Number	List	Sell	Ext Sell
	12	HMG	+Stiffener, 57 3/8W	$75.00	$30.94	$371.28
			FV696.57			
	6	HMI	+Modesty Panel,half modesty panel, 60W Lam	$390.00	$107.25	$643.50
			FV697.60HL			
			91 +white			
	6	HMI	+Logic Mini, 1 Simplex Rcpt/2 Pwrd USB, 6' Cord, Surface Clamp	$383.00	$157.99	$947.94
			Y1414.J06S			
			91 @white			
	4	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$12.00
			1B2JK7-			
			254 +key number 254			
	4	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$12.00
			1B2JK7-			
			255 +key number 255			
	4	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$12.00
			1B2JK7-			
			256 +key number 256			

	4	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$12.00
			1B2JK7-			
			257 +key number 257			
	4	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$12.00
			1B2JK7-			
			258 +key number 258			
	4	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$12.00
			1B2JK7-			
			259 +key number 259			
	6	HMI	+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 42W, No Brkts	$354.00	$97.35	$584.10
			FTS10.3042LS			
			LBB +oak on ash			
			LBB +oak on ash			
	6	HMI	+Tackboard,wall mntd,Tckble Fabric,Hrzntl 23H 72W	$618.00	$169.95	$1,019.70
			FV980.WM2372R			
			5S +twist-Pr Cat 2			
			02 +twist ivory			
	6	HMI	@Ovhd Stg Cab, Prtl Enclsr, Wall Mount, Lam Case/Doors, Lock 15H 72W	$2,134.00	$586.85	$3,521.10
			FV43P.WM1572LL			
			KA @keyed alike			
			91 @white			
			LBB @oak on ash			
	6	HMI	@Surf-Att Pedestal, Base, Box/Box/File, Lam Case/Front, Bar Pull 15W 24D	$1,393.00	$407.71	$2,446.26
			L2PS.15241BBFLK			
			M +metal			
			91 +white			
			MS @metallic silver			
			NO +no counterweight			
			KA +keyed alike			
	6	HMI	+Lam Ext Width Surf-Att Pedestal, Base, File/File, Lam Case/Front, Bar Pull 30W 24D	$1,559.00	$456.29	$2,737.74
			L2EW.30241FFLK			
			M +metal			
			91 +white			
			MS +metallic silver			
			CB +counterweight			
			KA +keyed alike			
	6	HMI	+Closed Support Leg,for Sq-Edge Surface, 30"D,Fxd Hght, Lam	$319.00	$87.73	$526.38
			FV2E2.S30FL			
			LBB +oak on ash			
	6	HMI	+Closed Support Leg,for Sq-Edge Surface, 24"D,Fxd Hght, Lam	$313.00	$86.08	$516.48
			FV2E2.S24FL			
			LBB +oak on ash			
	6	HMI	@Vary Easy Exact Size Storage Surround Top, Lam Top w/TP Edge	$526.00	$216.98	$1,301.88
			Y400LV.			
			D01 @depth 15.00in - 30.00in			
			24.00IN 24.00IN DEPTH TOP			
			W08 @width 96.01in - 108.00in			
			102.00IN 102.00 INCHES IN LENGTH			
			EZ @standard hmi laminates			
			LBB @oak on ash			
			LBB @oak on ash			
				Ext. List:		$49,074.00
				Subtotal:		$14,688.36

WK-19			WK-26 - B037 BILLING			
	Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
	3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$9.00
			1B2JK7-			
			284 +key number 284			
	3	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$9.00
			1B2JK7-			
			285 +key number 285			
	7	HMI	+Frame,Base Covers, Pwr/Data knockouts 57H 42W	$288.00	$77.76	$544.32
			FT110.5742J			
			MS +metallic silver			

3	HMI	+Frame,Base Covers, no knockouts 57H 48W	$290.00	$78.30	$234.90
		FT110.5748N			
		MS +metallic silver			
7	HMI	+Frame Top Cap,Standard Ptd 42W	$46.00	$12.42	$86.94
		FT112.42AP			
		MS +metallic silver			
3	HMI	+Frame Top Cap,Standard Ptd 48W	$49.00	$13.23	$39.69
		FT112.48AP			
		MS +metallic silver			
2	HMI	+Conn 90,Universal,2way,90 deg-for 53H frames and higher	$105.00	$28.35	$56.70
		FT121.257			
1	HMI	+Conn 90,Universal,3way-for 53H frames and higher	$119.00	$32.13	$32.13
		FT121.357			
1	HMI	+Conn Cover 90-Deg, 1 Side Covered,Base Cover Ptd 57H	$56.00	$15.12	$15.12
		FT123.157BP			
		MS +metallic silver			
2	HMI	+Conn Cover 90-Deg, 2 Sides Covered,Base Cover Ptd 57H	$70.00	$18.90	$37.80
		FT123.257BP			
		MS +metallic silver			
2	HMI	+Top Cap, Conn 90-Deg, Connects-2 Frame Top Caps, 90-Deg Ptd	$35.00	$9.45	$18.90
		FT126.2AP			
		MS +metallic silver			
1	HMI	+Top Cap, Conn 90-Deg, Connects-3 Frame Top Caps Ptd	$35.00	$9.45	$9.45
		FT126.3AP			
		MS +metallic silver			
5	HMI	+Connection Hardware, Frame-to-Frame 57H	$36.00	$9.72	$48.60
		FT128.57			
1	HMI	+Power Entry, External Direct Connect 6'long	$196.00	$52.92	$52.92
		FT140.06			
		LZ +PVC-free			
7	HMI	+Base Power Harness 42W	$160.00	$43.20	$302.40
		FT150.42			
		LZ +PVC-free			
1	HMI	+15 Amp Receptacle 4 Circuit, Duplex, Circuit B 6/Pkg	$202.00	$54.54	$54.54
		FT155.B			
		CL +cool grey neutral			
1	HMI	+15 Amp Receptacle 4 Circuit, Duplex, Circuit D isolated ground 6/Pkg	$202.00	$54.54	$54.54
		FT155.D			
		CL +cool grey neutral			
3	HMI	+Finished End,Base Cover Ptd 57H	$74.00	$19.98	$59.94
		FT160.57BP			
		MS +metallic silver			
14	HMI	+Tile,Full-Height,Tackable Fabric 52H 42W	$294.00	$79.38	$1,111.32
		FT180.5242T			
		MS +metallic silver			
		8R +twist-Pr Cat 2			
		36 +twist midnight blue			
6	HMI	+Tile,Full-Height,Tackable Fabric 52H 48W	$315.00	$85.05	$510.30
		FT180.5248T			
		MS +metallic silver			
		8R +twist-Pr Cat 2			
		36 +twist midnight blue			
2	HMI	+Surface Cantilever, for 20"-or 24" deep surface,lft-hnd	$38.00	$10.26	$20.52
		FT290.24L			
		MS +metallic silver			
2	HMI	+Surface Cantilever, for 20"-or 24" deep surface,rt-hnd	$38.00	$10.26	$20.52
		FT290.24R			
		MS +metallic silver			

2	HMI	+Surface Cantilever, for 30"- deep surface,lft-hnd		$46.00	$12.42	$24.84
		FT290.30L				
		MS	+metallic silver			
2	HMI	+Surface Cantilever, for 30"- deep surface,rt-hnd		$46.00	$12.42	$24.84
		FT290.30R				
		MS	+metallic silver			
4	HMI	+Surface Ganging Bracket,pair		$48.00	$12.96	$51.84
		FT29B.2				
1	HMI	@Support Panel, Frame-Att, Sq-Edge, Left-Hand Support, Lam 20D		$315.00	$85.05	$85.05
		FT2G2.S20LL				
		LBB	@oak on ash			
		CL	@cool grey neutral			
1	HMI	@Support Panel, Frame-Att, Sq-Edge, Right-Hand Support, Lam 20D		$315.00	$85.05	$85.05
		FT2G2.S20RL				
		LBB	@oak on ash			
		CL	@cool grey neutral			
2	HMI	+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 20D 60W, Frame Atch		$465.00	$125.55	$251.10
		FTS10.2060LF				
		LBB	+oak on ash			
		LBB	+oak on ash			
2	HMI	+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 36W, No Brkts		$240.00	$64.80	$129.60
		FTS10.2436LS				
		LBB	+oak on ash			
		LBB	+oak on ash			
2	HMI	+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 84W, Frame Atch		$739.00	$199.53	$399.06
		FTS10.3084LF				
		LBB	+oak on ash			
		LBB	+oak on ash			
2	HMI	+Storage Tower Attachment Bracket		$51.00	$33.30	$66.60
		LG692				
2	HMI	+Lat File,Bar Pull Freestd,Ptd Mtl Frnt, 2 Dwr Raised Hgt 36W		$1,569.00	$470.70	$941.40
		LK20D.361				
		XS	+textured paint on smooth steel			
		91	+white			
		KA	+keyed alike			
		MS	+metallic silver			
		CB	+counterweight (recommended)			
		2R	+side-to-side filing rail			
1	HMI	+Stg Twr,Bar Pull,Sd Fcng Bckcase,Ptd Mtl Frnt,Wdrb Lft,B/B/F 57H		$2,946.00	$883.80	$883.80
		LK310D.57LS				
		SB	+full-extension ball-bearing			
		XS	+textured paint on smooth steel			
		91	+white			
		KA	+keyed alike			
		MS	+metallic silver			
		CH	+coat hook			
		NN	+none			
1	HMI	+Stg Twr,Bar Pull,Sd Fcng Bckcase,Ptd Mtl Frnt,Wdrb Rt,B/B/F 57H		$2,946.00	$883.80	$883.80
		LK310D.57RS				
		SB	+full-extension ball-bearing			
		XS	+textured paint on smooth steel			
		91	+white			
		KA	+keyed alike			
		MS	+metallic silver			
		CH	+coat hook			
		NN	+none			
2	HMI	+Logic Mini, 1 Simplex Rcpt/2 Pwrd USB, 6' Cord, Surface Clamp		$383.00	$144.79	$289.58
		Y1414.J06S				
		91	@white			

Ext. List:	$26,117.00
Subtotal:	$7,446.11

WK-3		WK-3			
Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
4	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$12.00
		1B2JK7-			

			266 +key number 266			
	4	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$12.00
			1B2JK7-			
			267 +key number 267			
	4	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$12.00
			1B2JK7-			
			268 +key number 268			
	6	HMI	+Stiffener, 48W	$79.00	$23.70	$142.20
			FV696.48			
	6	HMI	+Closed Support Leg,for Sq-Edge Surface, 30"D,Fxd Hght, Lam	$319.00	$87.73	$526.38
			FV2E2.S30FL			
			LBB +oak on ash			
	3	HMI	+Closed Support Leg,for Sq-Edge Surface, 24"D,Fxd Hght, Lam	$313.00	$86.08	$258.24
			FV2E2.S24FL			
			LBB +oak on ash			
	3	HMI	+Modesty Panel,half modesty panel, 72W Lam	$464.00	$127.60	$382.80
			FV697.72HL			
			91 +white			
	3	HMI	+Logic Mini, 1 Simplex Rcpt/2 Pwrd USB, 6' Cord, Surface Clamp	$383.00	$157.99	$473.97
			Y1414.J06S			
			91 @white			
	3	HMI	+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 72W, No Brkts	$583.00	$160.33	$480.99
			FTS10.3072LS			
			LBB +oak on ash			
			LBB +oak on ash			
	3	HMI	+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 42W, Surf Atch Brkts	$311.00	$85.53	$256.59
			FTS10.2442LD			
			LBB +oak on ash			
			LBB +oak on ash			
	3	HMI	+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 72W, No Brkts	$474.00	$130.35	$391.05
			FTS10.2472LS			
			LBB +oak on ash			
			LBB +oak on ash			
	3	HMI	+Tackboard,wall mntd,Tckble Fabric,Hrzntl 23H 72W	$618.00	$169.95	$509.85
			FV980.WM2372R			
			5S +twist-Pr Cat 2			
			02 +twist ivory			
	3	HMI	@Ovhd Stg Cab, Prtl Encisr, Wall Mount, Lam Case/Doors, Lock 15H 72W	$2,134.00	$586.85	$1,760.55
			FV43P.WM1572LL			
			KA @keyed alike			
			91 @white			
			LBB @oak on ash			
	3	HMI	@Surf-Att Pedestal, Base, Box/Box/File, Lam Case/Front, Bar Pull 15W 24D	$1,393.00	$403.97	$1,211.91
			L2PS.15241BBFLK			
			M +metal			
			91 +white			
			MS @metallic silver			
			NO +no counterweight			
			KA +keyed alike			
	3	HMI	+Lam Ext Width Surf-Att Pedestal, Base, File/File, Lam Case/Front, Bar Pull 30W 24D	$1,509.00	$437.61	$1,312.83
			L2EW.30241FFLK			
			M +metal			
			91 +white			
			MS +metallic silver			
			NO +no counterweight			
			KA +keyed alike			
					Ext. List:	$27,054.00
					Subtotal:	$7,743.36

WK-4	Qty	Mfg	WK-4 Description and Model Number	List	Sell	Ext Sell
	20	HMI	+Stiffener, 48W	$79.00	$22.91	$458.20
			FV696.48			

	20	HMI	+Closed Support Leg,for Sq-Edge Surface, 30"D,Fxd Hght, Lam	$319.00	$87.73	$1,754.60
			FV2E2.S30FL			
			LBB +oak on ash			
	10	HMI	+Closed Support Leg,for Sq-Edge Surface, 24"D,Fxd Hght, Lam	$313.00	$86.08	$860.80
			FV2E2.S24FL			
			LBB +oak on ash			
	10	HMI	+Modesty Panel,half modesty panel, 72W Lam	$464.00	$127.60	$1,276.00
			FV697.72HL			
			91 +white			
	10	HMI	+Logic Mini, 1 Simplex Rcpt/2 Pwrd USB, 6' Cord, Surface Clamp	$383.00	$164.69	$1,646.90
			Y1414.J06S			
			91 @white			
	4	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$12.00
			1B2JK7-			
			271 +key number 271			
	4	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$12.00
			1B2JK7-			
			272 +key number 272			
	4	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$12.00
			1B2JK7-			
			273 +key number 273			
	4	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$12.00
			1B2JK7-			
			274 +key number 274			
	4	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$12.00
			1B2JK7-			
			275 +key number 275			
	4	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$12.00
			1B2JK7-			
			276 +key number 276			
	4	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$12.00
			1B2JK7-			
			277 +key number 277			
	4	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$12.00
			1B2JK7-			
			278 +key number 278			
	4	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$12.00
			1B2JK7-			
			279 +key number 279			
	4	HMI	+Lock Plug and Key,Chrome UM Series	$10.00	$3.00	$12.00
			1B2JK7-			
			280 +key number 280			
	10	HMI	+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 72W, No Brkts	$583.00	$160.33	$1,603.30
			FTS10.3072LS			
			LBB +oak on ash			
			LBB +oak on ash			
	10	HMI	+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 42W, Surf Atch Brkts	$311.00	$85.53	$855.30
			FTS10.2442LD			
			LBB +oak on ash			
			LBB +oak on ash			
	10	HMI	+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 72W, No Brkts	$474.00	$130.35	$1,303.50
			FTS10.2472LS			
			LBB +oak on ash			
			LBB +oak on ash			
	10	HMI	+Tackboard,wall mntd,Tckble Fabric,Hrzntl 23H 72W	$618.00	$169.95	$1,699.50
			FV980.WM2372R			
			5S +twist-Pr Cat 2			
			02 +twist ivory			
	10	HMI	@Ovhd Stg Cab, Prtl Enclsr, Wall Mount, Lam Case/Doors, Lock 15H 72W	$2,134.00	$586.85	$5,868.50
			FV43P.WM1572LL			

			KA @keyed alike 91 @white LBB @oak on ash			
	10	HMI	**@Surf-Att Pedestal, Base, Box/Box/File, Lam Case/Front, Bar Pull 15W 24D**	$1,393.00	$403.97	$4,039.70
			L2PS.15241BBFLK M +metal 91 +white MS @metallic silver NO +no counterweight KA +keyed alike			
	10	HMI	**+Lam Ext Width Surf-Att Pedestal, Base, File/File, Lam Case/Front, Bar Pull 30W 24D**	$1,509.00	$437.61	$4,376.10
			L2EW.30241FFLK M +metal 91 +white MS +metallic silver NO +no counterweight KA +keyed alike			
					Ext. List:	$90,180.00
					Subtotal:	$25,862.40

WK-26			WK-7 - B32 RADIO DISPATCH			
	Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
	3	HMI	**+Lock Plug and Key,Chrome UM Series**	$10.00	$3.00	$9.00
			1B2JK7- 286 +key number 286			
	3	HMI	**+Lock Plug and Key,Chrome UM Series**	$10.00	$3.00	$9.00
			1B2JK7- 287 +key number 287			
	3	HMI	**+Lock Plug and Key,Chrome UM Series**	$10.00	$3.00	$9.00
			1B2JK7- 288 +key number 288			
	3	HMI	**+Lock Plug and Key,Chrome UM Series**	$10.00	$3.00	$9.00
			1B2JK7- 289 +key number 289			
	3	HMI	**+Lock Plug and Key,Chrome UM Series**	$10.00	$3.00	$9.00
			1B2JK7- 290 +key number 290			
	3	HMI	**+Frame,Base Covers, Pwr/Data knockouts 53H 36W**	$264.00	$71.28	$213.84
			FT110.5336J MS +metallic silver			
	13	HMI	**+Frame,Base Covers, Pwr/Data knockouts 53H 42W**	$281.00	$75.87	$986.31
			FT110.5342J MS +metallic silver			
	2	HMI	**+Frame,Base Covers, no knockouts 53H 42W**	$266.00	$71.82	$143.64
			FT110.5342N MS +metallic silver			
	3	HMI	**+Frame Top Cap,Standard Ptd 36W**	$40.00	$10.80	$32.40
			FT112.36AP MS +metallic silver			
	15	HMI	**+Frame Top Cap,Standard Ptd 42W**	$46.00	$12.42	$186.30
			FT112.42AP MS +metallic silver			
	3	HMI	**+Conn 90,Universal,2way,90 deg-for 53H frames and higher**	$105.00	$28.35	$85.05
			FT121.257			
	1	HMI	**+Conn 90,Universal,3way-for 53H frames and higher**	$119.00	$32.13	$32.13
			FT121.357			
	1	HMI	**+Conn Cover 90-Deg, 1 Side Covered,Base Cover Ptd 53H**	$52.00	$14.04	$14.04
			FT123.153BP MS +metallic silver			
	3	HMI	**+Conn Cover 90-Deg, 2 Sides Covered,Base Cover Ptd 53H**	$68.00	$18.36	$55.08
			FT123.253BP MS +metallic silver			

3	HMI	+Top Cap, Conn 90-Deg, Connects-2 Frame Top Caps, 90-Deg Ptd	$35.00	$9.45	$28.35
		FT126.2AP			
		MS +metallic silver			
1	HMI	+Top Cap, Conn 90-Deg, Connects-3 Frame Top Caps Ptd	$35.00	$9.45	$9.45
		FT126.3AP			
		MS +metallic silver			
12	HMI	+Connection Hardware, Frame-to-Frame 53H	$34.00	$9.18	$110.16
		FT128.53			
1	HMI	+Power Entry, External Direct Connect 6'long	$196.00	$52.92	$52.92
		FT140.06			
		LZ +PVC-free			
3	HMI	+Base Power Harness 36W	$153.00	$41.31	$123.93
		FT150.36			
		LZ +PVC-free			
13	HMI	+Base Power Harness 42W	$160.00	$43.20	$561.60
		FT150.42			
		LZ +PVC-free			
1	HMI	+15 Amp Receptacle 4 Circuit, Duplex, Circuit A 6/Pkg	$202.00	$54.54	$54.54
		FT155.A			
		CL +cool grey neutral			
1	HMI	+15 Amp Receptacle 4 Circuit, Duplex, Circuit B 6/Pkg	$202.00	$54.54	$54.54
		FT155.B			
		CL +cool grey neutral			
1	HMI	+15 Amp Receptacle 4 Circuit, Duplex, Circuit C isolated ground 6/Pkg	$202.00	$54.54	$54.54
		FT155.CI			
		CL +cool grey neutral			
3	HMI	+Finished End,Base Cover Ptd 53H	$71.00	$19.17	$57.51
		FT160.53BP			
		MS +metallic silver			
3	HMI	+Tile,Full-Height,Tackable Fabric 48H 36W	$251.00	$67.77	$203.31
		FT180.4836T			
		MS +metallic silver			
		8R +twist-Pr Cat 2			
		36 +twist midnight blue			
12	HMI	+Tile,Full-Height,Tackable Fabric 48H 42W	$264.00	$71.28	$855.36
		FT180.4842T			
		MS +metallic silver			
		8R +twist-Pr Cat 2			
		36 +twist midnight blue			
3	HMI	+Surface Cantilever, for 20"-or 24" deep surface,lft-hnd	$38.00	$10.26	$30.78
		FT290.24L			
		MS +metallic silver			
2	HMI	+Surface Cantilever, for 20"-or 24" deep surface,rt-hnd	$38.00	$10.26	$20.52
		FT290.24R			
		MS +metallic silver			
3	HMI	+Surface Cantilever, for 30"- deep surface,lft-hnd	$46.00	$12.42	$37.26
		FT290.30L			
		MS +metallic silver			
4	HMI	+Surface Cantilever, for 30"- deep surface,rt-hnd	$46.00	$12.42	$49.68
		FT290.30R			
		MS +metallic silver			
5	HMI	+Surface Ganging Bracket,pair	$48.00	$12.96	$64.80
		FT29B.2			
2	HMI	@Support Panel, Frame-Att, Sq-Edge, Left-Hand Support, Lam 30D	$333.00	$89.91	$179.82
		FT2G2.S30LL			
		LBB @oak on ash			
		CL @cool grey neutral			
1	HMI	@Support Panel, Frame-Att, Sq-Edge, Right-Hand Support, Lam 30D	$333.00	$89.91	$89.91
		FT2G2.S30RL			
		LBB @oak on ash			

		CL @cool grey neutral			
5	HMI	**+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 30W, No Brkts**	$207.00	$55.89	$279.45
		FTS10.2430LS			
		LBB +oak on ash			
		LBB +oak on ash			
3	HMI	**+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 78W, Frame Atch**	$686.00	$185.22	$555.66
		FTS10.3078LF			
		LBB +oak on ash			
		LBB +oak on ash			
2	HMI	**+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 84W, Frame Atch**	$739.00	$199.53	$399.06
		FTS10.3084LF			
		LBB +oak on ash			
		LBB +oak on ash			
5	HMI	**+Storage Tower Attachment Bracket**	$51.00	$15.30	$76.50
		LG692			
5	HMI	**+Ped Bar Pull,Mobile,Ptd Mtl Frnt, 24D B/B/F**	$867.00	$260.10	$1,300.50
		LK11D.24BBF			
		SB +full-extension ball-bearing			
		XS +textured paint on smooth steel			
		91 +white			
		KA +keyed alike			
		MS +metallic silver			
		NN +none			
		HN +no hand grip			
2	HMI	**+Stg Twr,Bar Pull,Sd Fcng Bckcase,Ptd Mtl Frnt,Wdrb Lft,B/B/F 53H**	$2,893.00	$867.90	$1,735.80
		LK310D.53LS			
		SB +full-extension ball-bearing			
		XS +textured paint on smooth steel			
		91 +white			
		KA +keyed alike			
		MS +metallic silver			
		CH +coat hook			
		NN +none			
3	HMI	**+Stg Twr,Bar Pull,Sd Fcng Bckcase,Ptd Mtl Frnt,Wdrb Rt,B/B/F 53H**	$2,893.00	$867.90	$2,603.70
		LK310D.53RS			
		SB +full-extension ball-bearing			
		XS +textured paint on smooth steel			
		91 +white			
		KA +keyed alike			
		MS +metallic silver			
		CH +coat hook			
		NN +none			
3	HMI	**+Tile,Full-Height, Lam 48H 36W**	$860.00	$258.00	$774.00
		SA427343			
		+white			
		+metallic silver			
13	HMI	**+Tile,Full-Height, Lam 48H 42W**	$860.00	$258.00	$3,354.00
		SA594252			
		+white			
		+metallic silver			
5	HMI	**+Logic Mini, 1 Simplex Rcpt/2 Pwrd USB, 6' Cord, Surface Clamp**	$383.00	$164.69	$823.45
		Y1414.J06S			
		91 @white			
				Ext. List:	$55,702.00
				Subtotal:	$16,334.89
		Freight - Keilhauer, Davis, ERG, Masland, Nucraft	$6,000.00	$6,000.00	$6,000.00
		Recieve, Deliver and Installation	$58,500.00	$58,500.00	$58,500.00

FINANCING OPTIONS AVAILABLE

Total List: $1,595,753.00

Furniture Project Payment Terms:

Total Sell: $587,612.23

Special Order Furniture is non-returnable

Design and Project Management Services: Hourly accrual of work performed, to be billed monthly - Rate: $75.00
Monthly Payment - billable hours based on work completed.
Payment due upon receipt of invoice - standard 15 day period
Furniture/Parts Order - 50% deposit due at time of order
Second Deposit due if product is stored beyond 30 days from time of receiving to our warehouse - 40% due.
Final balance due upon completion of delivery

Review all furniture finishes prior to placing order
Please review fabrics and finishes for accuracy before placing order. If fabric or finish samples are needed, please contact your sales representative at 806.763.2500. Once fabrics and finishes are approved, please sign below and include with Purchase Order.

X_____
Customer Signature - Date
I agree fabrics and finishes on this quote are accurate.
I understand special order furniture cannot be returned.

Regular City Council Meeting **7. 22.**

Meeting Date: 09/28/2021

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute Purchase Order 31061756, with Deere & Company, in accordance with Sourcewell Contract 032119-JDC, for the purchase of a 2018 John Deere 300G LC FT4 Excavator, for alley maintenance.

Item Summary

Purchase Order 31061756 for $172,000, is for a used 2018 John Deere 300G LC FT4 Excavator, including a full machine warranty. This equipment is an addition to Fleet, and will be used for alley maintenance.

The equipment will be purchased from Deere & Company and is made through Sourcewell 032119-JDC.

Fiscal Impact

Purchase Order 31061756 for $172,000 is funded in Capital Improvement Project 92676, General Fund Vehicle Replacement FY 2020-21.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager

Attachments

Resolution
Purchase Order
Budget Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 31061756 in accordance with Sourcewell Contract 032119-JDC for the purchase of a used John Deere 300G LC FT4 excavator, by and between the City of Lubbock and Deere & Company, of Cary, North Carolina 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:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.PurchaseOrd 31061756 excavator – Sourcewell 032119-JDC
09.16.21

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 9/16/2021
Order Number 31061756 000 OP
Branch/Plant 3526

TO: DEERE & COMPANY
2000 JOHN DEERE RUN
CARY NC 27513

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK TX 79404

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 9/16/2021 Freight .
Requested 10/15/2021 Taken By T FLORES
Delivery PER N DODSON REQ 57795 SOURCEWELL 032119-JDC/PUR 16132

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Used 2018 John Deere 300G LC F	1.000	172,000.0000	EA	172,000.00	10/15/2021
Full Machine Warranty	1.000		EA		10/15/2021

Total Order

Terms NET 30 DAYS 172,000.00

This purchase order encumbers funds in the amount of $172,000 awarded to Deere & Company of Cary, NC, on _____, 2021. The following is incorporated into and made part of this purchase order by reference: Sourcewell Contract 032119-JDC and Quote 24827210 from Deere & Company of Cary, NC. Resolution No._____.

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

JOHN DEERE

Customer Purchase Order for John Deere Construction and Forestry Products - USA

PO# 08289756
PO Revision# Original

PURCHASER NAME AND ADDRESS *(First Signer)*			
NAME(First, Middle, Last) **CITY OF LUBBOCK**			
STREET or RR **404 MUNICIPAL DR**			
CITY **LUBBOCK**	STATE **TX**	ZIP CODE **79403**	COUNTY **Lubbock**
PHONE NUMBER **806-775-2170**	EMAIL ADDRESS		
REWARDS #			

PURCHASER NAME AND ADDRESS *(Second Signer)*			
NAME(First, Middle, Last)			
STREET or RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER	EMAIL ADDRESS		
REWARDS #			

DEALER NAME AND ADDRESS			
DEALER NAME **Yellowhouse Machinery Co.**			Dealer Account No. : **177478**
STREET or RR **3405 E Slaton Road**			
CITY **LUBBOCK**	STATE **TX**	ZIP CODE **79404**	Phone Number **806-763-0473**
Date Of Order: **Sep 14, 2021**			
Dealer Order No.: **17906705**	TYPE OF SALE: ☒ CASH ☐ LEASE ☐ TIME SALE		
PURCHASER TYPE: **5 City/Town/Village**	MARKET USE CODE: **75 Asphalt/Concrete**		
Add Purchaser to Mailing List (Check One or More) ☐ Construction ☐ Utility ☐ Forestry ☐ Government			
PURCHASER IS: ☒ Business ☐ Individual	Purchaser Acct.:		
☐ SOCIAL SECURITY ☐ IRS TAX ID NO ☐ EIN NO.:			

EXTENDED WARRANTY IS: ☑ Accept ☐ Decline (Initials)	LOCATION OF FIRST WORKING USE :	Use State/Province	COUNTY CODE
	Use County LUBBOCK	TX	303

Ultimate Uptime Package Purchase: ☐ Yes ☑ No (Initials)

QTY	NEW	DEMO	RENT	USED	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price	
1	x				2018 JOHN DEERE 300G LC FT4 EXCAVATOR **Stock #** 58455	2794	1FF300GXCHF730587	$ 172,000	00
					+ John Deere Extended Warranty : FULL MACHINE WARRANTY GOOD UNTIL DECEMBER 30, 2024 OR 5,000 HOURS			$ 0	00
							(1) TOTAL CASH PRICE	$ 172,000	00

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or Serial Number	AMOUNT	

COMMENTS:
DEERE & CO SOURCEWELL CONTRACT #032119-JDC

(2) TOTAL TRADE-IN ALLOWANCE	$ 0	00
(3) TOTAL TRADE-IN PAY-OFF	$ 0	00
(4) BALANCE	$ 172,000	00
(5) SUBTOTAL	$ 172,000	00
(6) RENTAL APPLIED	$ 0	00
(7) CASH WITH ORDER	$ 0	00
(8) BALANCE DUE (5-(6 & 7)	$ 172,000	00

ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this

document. The Purchaser promises to pay the balance due (line 8) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. The Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order.

JOHN DEERE

Customer Purchase Order for John Deere Construction and Forestry Products - USA

PO# 08289756
PO Revision# Original

Quote ID: 24827210 **Customer Name:** CITY OF LUBBOCK

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm .

IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Telematics: Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

USE OF INFORMATION/PRIVACY NOTICE I understand that John Deere Construction & Forestry Company and its affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (https://www.deere.com/en/privacy-and-data/privacy-statements/) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version _____ (Initials) and understands its terms and conditions.

Purchaser (First Signer)	CITY OF LUBBOCK	Signature		Date	
Purchaser (Second Signer)		Signature		Date	
Dealer Representative	Yellowhouse Machinery Co.	Signature		Date	
Salesperson	OWENS,JAKE	Signature		Date	

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On:	Purchaser Signature

City of Lubbock, TX
Capital Project
September 28, 2021

Capital Project Number:	92676
Capital Project Name:	General Fund Vehicle Replacement FY 20-21

		Budget
Encumbered/Expended		
165 HP 4X4 tractor (5815)	$	121,989
Aljon 500 Compactor (5815)		161,790
3 1/2 Ton Pickup (4211)		80,844
1 1/2 Ton Pickup (4541)		26,948
4 1/2 Ton Pickup (4311)		88,328
1 1/2 Ton Pickup (5413)		23,427
2 Midsize Sedans (3511)		39,700
15 Midsize SUV (5735)		524,400
1 Ton Crew Cab (5814)		32,518
1 Midsize SUV Parking Control (5735)		28,508
2 Midsize Sudans (5731)		39,700
Radar System (5735)		27,554
Police Lights & Equipment (5735)		174,800
3/4 Ton Pickup 4X4 (5311)		29,840
1/2 Ton Crew Cab 4X4 (5711)		28,640
1/2 Ton Crew Cab 4X4 (5719)		27,265
Emergency Lights and Equipment		122,510
Agenda Item September 28, 2021		
Used 2018 John Deere 300G CC FT4 Excavator (5812)		172,000
Encumbered/Expended To Date		1,750,761
Estimated Costs for Remaining Appropriation		
Vehicles and Equipment		174,239
Remaining Appropriation		174,239
Total Appropriation	$	1,925,000

Regular City Council Meeting **7. 23.**

Meeting Date: 09/28/2021

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Purchase Order 33001539, with Dell Marketing LP, for the purchase of the Pluribus Unified Network Management and Automation Software, for the City's voice and data networks.

Item Summary

The purchase of the Pluribus Unified Network Management and Automation Software, and support for the data centers, will enhance the performance and simplify management of the City's voice and data networks. The purchase includes two 48-port switches with maintenance and support.

The purchase is made available through the State of Texas Department of Information Resources (DIR) Contract DIR-TSO-3763.

Fiscal Impact

The purchase cost of $97,015.43 is budgeted in Fiscal Year 2020-21 Equipment Capital Outlay - Computer Equipment.

Staff/Board Recommending

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

Attachments

Dell Marketing Resolution
Dell Marketing PO 33001539

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. 33001539, as per DIR-TSO-3763, for Information Technology software and support services, by and between the City of Lubbock and Dell Marketing of Round Rock, Texas, 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-33001539-Dell Marketing
9.14.21

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 9/13/2021
Order Number 33001539 000 OP
Branch/Plant 3410

TO: DELL MARKETING LP
RR 8 BOX 8706 ONE DELL WAY
ROUND ROCK TX 78682

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 9/13/2021 Freight .
Requested 9/13/2021 Taken By YBUSBY
Delivery Per J Zhine / Req # 57802 Q#3000090657746.1/DIR-TSO-3763

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
EMC S5248F-ON Switch 48x25GbE	2.000	11,208.5600	EA	22,417.12	9/13/2021
SFP28 4x100GbE #210-APEZ					
HdwWarProSupp+ MissionCritical	2.000		EA		9/13/2021
#818-4856 #818-4899 #818-4904					
Power Cord 125V 15A 10ft NEMA	4.000		EA		9/13/2021
5-15/C13 #450-AAFH					
Pluribus UNUM UnifiedMgmtAuto	1.000	8,000.4000	EA	8,000.40	9/13/2021
SW Base System Lic #AA137475					
Pluribus Netvisor ONE on ONIE	4.000	1,166.7600	EA	4,667.04	9/13/2021
Swtch 25G Fabric Lic #AA133444					
Pluribus Netvisor ONE Fabric	4.000	2,233.4400	EA	8,933.76	9/13/2021
Perp Lic/25G ONIE #AA133442					
Pluribus UNUM Alerts 3Y Supp	1.000	6,394.9500	EA	6,394.95	9/13/2021
UNUM-ALRT-LIC #AA459915					
Pluribus UNUM Insight Analytic	1.000	16,000.8000	EA	16,000.80	9/13/2021
Lic UNUMLIC Supp #AA137374					

City of Lubbock TEXAS

PURCHASE ORDER

Date - 9/13/2021

Order Number 33001539 000 OP

Branch/Plant 3410

TO: DELL MARKETING LP
RR 8 BOX 8706 ONE DELL WAY
ROUND ROCK TX 78682

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 9/13/2021 Freight

Requested 9/13/2021 Taken By YBUSBY

Delivery Per J Zhine / Req # 57802 Q#3000090657746.1/DIR-TSO-3763

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Pluribus SW Supp Insight Anlyt	1.000	10,800.8600	EA	10,800.86	9/13/2021
IA-MOD-LIC 3Y #AA137376					
Pluribus UNUM Addon Alert Lic	1.000	10,000.5000	EA	10,000.50	9/13/2021
Base Lic Perp Lic #AA459920					
Pluribus remote hosted Jump	1.000	9,800.0000	EA	9,800.00	9/13/2021
start ServDesign 18Hr#AA088180					

Total Order

Terms NET 30 DAYS 97,015.43

This purchase order encumbers funds in the amount of $97,015.43 awarded to Dell Marketing LP Round Rock, TX, on _____ 2021. The following is incorporated into and made part of this purchase order by reference contract: DIR-TSO-3763 from Dell Marketing LP Round Rock, TX. Resolution#

CITY OF LUBBOCK ATTEST:

_____ _____

Daniel M. Pope, Mayor Rebecca Garza, City Secretary

Rev. 1/2020

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

ACCEPTANCE OF THIS PURCHASE ORDER:
CONTRACTOR ACKNOWLEDGES, by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between the City's terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

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.

DELL Technologies

A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**3000090657746.1**	Sales Rep	Steve Jewell
Total	**$97,015.43**	Phone	(800) 456-3355, 5131764
Customer #	1784159	Email	Stephen_Jewell@Dell.com
Quoted On	Jul. 06, 2021	**Billing To**	ACCOUNTS PAYABLE
Expires by	Oct. 04, 2021		CITY OF LUBBOCK
Contract Name	State of Texas Department of Information Resources (DIR)		PO BOX 2000 LUBBOCK, TX 79457-0001
Contract Code	C000000006841		
Customer Agreement #	TX DIR-TSO-3763		
Solution ID	14505233		

Message from your Sales Rep

Please contact your Dell Account Manager when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Steve Jewell

Product	Unit Price	Quantity	Subtotal
S5248-ON, No OS, Reversed, 3yr PSP 4hr	**$11,208.56**	**2**	**$22,417.12**
Pluribus UNUM Unified Manageme nt and Automation Software Bas e system license	**$8,000.40**	**1**	**$8,000.40**
Pluribus Netvisor ONE on ONIE Switch 25G Fabric License ONVL -25G-ENT-LIC 1-Year Software S upport Excludes third-party ha	**$1,166.76**	**4**	**$4,667.04**
Pluribus Netvisor ONE Fabric P erpetual License for 25G ONIE switch I Upto 6 switches in a single Fabric I Compatible har	**$2,233.44**	**4**	**$8,933.76**

Dell Marketing LP. U.S. only. Dell Marketing LP is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Pluribus UNUM Alerts 3-Year Su pport (UNUM-ALRT-LIC)	**$6,394.95**	**1**	**$6,394.95**
Pluribus UNUM Insight Analytic s license Requires UNUMLIC Sup ports up to 100 Million flows Perpetual License	**$16,000.80**	**1**	**$16,000.80**
Pluribus Software Support Insi ght Analytics base module (IA- MOD-LIC), 3 Year	**$10,800.86**	**1**	**$10,800.86**
Pluribus UNUM add-on Alert lic ense - Requires Pluribus UNUM base license (Perpetual Licens e)	**$10,000.50**	**1**	**$10,000.50**
Pluribus remotely hosted Jumps tart Service Design Deploy Kno wledge Transfer 18 Hours SOW R equired For within the US and	**$9,800.00**	**1**	**$9,800.00**

Subtotal:	**$97,015.43**
Shipping:	**$0.00**
Non-Taxable Amount:	**$97,015.43**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$97,015.43**

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

		Quantity	Subtotal
S5248-ON, No OS, Reversed, 3yr PSP 4hr Estimated delivery if purchased today: Jul. 16, 2021 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763	**$11,208.56**	**2**	**$22,417.12**

Description	SKU	Unit Price	Quantity	Subtotal
Dell EMC S5248F-ON Switch,48x25GbE SFP28, 4x100GbE QSFP28, 2x100GbE QSFP-DD, PSU to IO, 2xPSU, No OS	210-APEZ	-	2	-
Dell EMC S52XX-ON Series User Guide	343-BBLP	-	2	-
No Operating System Installed	619-AGYQ	-	2	-
Dell Hardware Limited Warranty 1 Year	818-4856	-	2	-
ProSupport Plus:Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 15 Months	818-4899	-	2	-
ProSupport Plus:Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 24 Months Extended	818-4903	-	2	-
ProSupport Plus Mission Critical:7x24 HW/SW Technical Support and Assistance, 39 Months	818-4904	-	2	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	2	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	2	-
Info 3rd Party Software Warranty provided by Vendor	997-6306	-	2	-
On-Site Installation Declined	900-9997	-	2	-
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	450-AAFH	-	2	-
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	450-AAFH	-	2	-

Subtotal:	**$22,417.12**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$22,417.12**

		Quantity	Subtotal
Pluribus UNUM Unified Manageme nt and Automation Software Bas e system license Estimated delivery if purchased today: Jul. 19, 2021 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763	**$8,000.40**	**1**	**$8,000.40**

Description	SKU	Unit Price	Quantity	Subtotal
Pluribus UNUM Unified Management and Automation Software Base system license	AA137475	-	1	-

		Quantity	Subtotal
Pluribus Netvisor ONE on ONIE Switch 25G Fabric License ONVL - 25G-ENT-LIC 1-Year Software S upport Excludes third-party ha Estimated delivery if purchased today: Jul. 19, 2021 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763	**$1,166.76**	**4**	**$4,667.04**

Description	SKU	Unit Price	Quantity	Subtotal
Pluribus Netvisor ONE on ONIE Switch 25G Fabric License ONVL-25G-ENT-LIC 1-Year Software Support Excludes third-party hardware	AA133444	-	4	-

Quantity	Subtotal

Dell Marketing L.P. U.S. only. Dell Marketing L.P. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Pluribus Netvisor ONE Fabric P erpetual License for 25G ONIE switch I Upto 6 switches in a single Fabric I Compatible har — $2,233.44 — 4 — $8,933.76

Estimated delivery if purchased today:
Jul. 19, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Pluribus Netvisor ONE Fabric Perpetual License for 25G ONIE switch I Upto 6 switches in a single Fabric I Compatible hardware Support not included	AA133442	-	4	-

Subtotal:	**$21,601.20**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$21,601.20**

Pluribus UNUM Alerts 3-Year Su pport (UNUM-ALRT-LIC) — $6,394.95 — Quantity 1 — $6,394.95

Estimated delivery if purchased today:
Jul. 16, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Pluribus UNUM Alerts 3-Year Support (UNUM-ALRT-LIC)	AA459915	-	1	-

Pluribus UNUM Insight Analytic s license Requires UNUMLIC Sup ports up to 100 Million flows Perpetual License — $16,000.80 — Quantity 1 — $16,000.80

Estimated delivery if purchased today:
Jul. 19, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Pluribus UNUM Insight Analytics license Requires UNUMLIC Supports up to 100 Million flows Perpetual License	AA137374	-	1	-

Pluribus Software Support Insi ght Analytics base module (IA-MOD-LIC), 3 Year — $10,800.86 — Quantity 1 — $10,800.86

Estimated delivery if purchased today:
Jul. 19, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Pluribus Software Support Insight Analytics base module (IA-MOD-LIC), 3 Year	AA137376	-	1	-

Pluribus UNUM add-on Alert lic ense - Requires Pluribus UNUM base license (Perpetual Licens e) — $10,000.50 — Quantity 1 — $10,000.50

Estimated delivery if purchased today:
Jul. 16, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Pluribus UNUM add-on Alert license - Requires Pluribus UNUM base license (Perpetual License)	AA459920	-	1	-

Subtotal:	**$43,197.11**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$43,197.11**

		Quantity	Subtotal
Pluribus remotely hosted Jumps tart Service Design Deploy Kno wledge Transfer 18 Hours SOW R equired For within the US and	**$9,800.00**	1	**$9,800.00**

Estimated delivery if purchased today:
Jul. 19, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Pluribus remotely hosted Jumpstart Service Design Deploy Knowledge Transfer 18 Hours SOW Required For within the US and Canada	AA088180	-	1	-

Subtotal:	**$9,800.00**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$9,800.00**

Regular City Council Meeting **7. 24.**

Meeting Date: 09/28/2021

Information

Agenda Item

Resolution - Police: Consider a resolution approving the renewal of the Local Administrative Agreement Between the Constituent Agencies of the Lubbock Metropolitan Special Crimes Unit, an interlocal agreement between the City of Lubbock, on behalf of the Lubbock Police Department, and Lubbock County, on behalf of the Lubbock County Sheriff and the Lubbock County Criminal District Attorney, in order to enhance the ability of local law enforcement agencies to identify, investigate, and deter violent criminal activity throughout Lubbock County.

Item Summary

The Interlocal Agreement with Lubbock County and the participation with the Lubbock Metropolitan Special Crimes Unit (LMSCU), was originally signed for FY 2018-19, and the agreement has been renewed annually. Continuing participation by the Lubbock Police Department (LPD) in the LMSCU will have a positive impact, as the LMSCU successfully performs its mission to further the ability of our local law enforcement agencies to identify, investigate, and deter violent criminal activity throughout Lubbock County.

The City of Lubbock and Lubbock County agree to continue to staff the LMSCU, to conduct investigations of violent crime wherever it may occur or be discovered in Lubbock County.

This is a renewal agreement between Lubbock County and the City of Lubbock with no changes to the agreement for FY 2021-22.

Fiscal Impact

The LPD will remain responsible for the salary, benefits, and overtime of the LPD officers assigned to the Lubbock Metropolitan Special Crimes Unit.

Staff/Board Recommending

Floyd Mitchell, Chief of Police

Attachments

Resolution

Original Agreement

Metro-Comparitive_ (L)Compensation_Data (3)

Memo

RESOLUTION

WHEREAS, in 2018, the City of Lubbock and Lubbock County agreed to establish the Lubbock Metropolitan Special Crimes Unit (LMSCU), where representatives from both law enforcement agencies will cooperate and collaborate on investigatory activities related to the shared threat of violent crime wherever it may occur or be discovered in Lubbock County; and

WHEREAS, the LMSCU continues to successfully perform its mission to further the ability of law enforcement agencies to identify, investigate, and deter violent criminal activity throughout Lubbock County;

WHEREAS, after conducting the required fiscal review of the anticipated costs to each entity in the LMSCU, the City of Lubbock has determined that the entities' mutual cooperation and sharing of resources will result in an equivalent benefit to each participating entity such that additional financial compensation from either entity to the other is not necessary; and

WHEREAS, the City of Lubbock desires to continue its participation in the LMSCU for an additional year;

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

THAT the City Council of the City of Lubbock hereby renews the **Local Administrative Agreement Between the Constituent Agencies of the Lubbock Metropolitan Special Crimes Unit,** an interlocal agreement by and between:

The City of Lubbock (on behalf of the Lubbock Police Department); and

Lubbock County, Texas, (on behalf of the Lubbock County Sheriff and the Lubbock County Criminal District Attorney);

Said **Local Administrative Agreement Between the Constituent Agencies of the Lubbock Metropolitan Special Crimes Unit** and any associated documents, are attached hereto and made a part of this Resolution for all intents and purposes.

The **Local Administrative Agreement Between the Constituent Agencies of the Lubbock Metropolitan Special Crimes Unit**, is hereby renewed, effective **October 1, 2021** through **September 30, 2022,** without further substantive changes.

Passed by the City Council this _____day of _____, 2021.

_____

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Floyd Mitchell, Chief of Police

APPROVED AS TO CONTENT:

W. Jarrett Atkinson, City Manager

APPROVED AS TO FORM:

John C. Grace, Assistant City Attorney

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Resolution No. 2018-R0431

LOCAL ADMINISTRATIVE AGREEMENT BETWEEN THE CONSTITUENT AGENCIES OF THE LUBBOCK METROPOLITAN SPECIAL CRIMES UNIT (LMSCU)

Pursuant to Tex. Loc. Gov't Code §362.002(b), Lubbock County and the City of Lubbock hereby enter into this Agreement to form a mutual aid law enforcement task force, to be known as the **Lubbock Metropolitan Special Crimes Unit (LMSCU)**, to cooperate in certain criminal investigations and law enforcement in Lubbock County, as set forth in **Exhibit A.**

The initial term of this Agreement shall be from the date of signing by all parties until September 30, 2019. Any party may terminate their participation in this Agreement upon one hundred-twenty (120) days notice to the other party. Not sooner than ninety (90) days prior to the end of a term, this Agreement may be renewed by the governing bodies of the participating entities for additional one year terms running from October 1 to September 30 of each year.

Pursuant to Tex. Loc. Gov't Code §362.002(b), peace officers employed by Lubbock County and the City of Lubbock shall have only the additional investigative authority throughout Lubbock County as set forth in this Agreement.

As required by Tex. Loc. Gov't Code §362.002(b), this Agreement provides for the compensation of the peace officers involved in the activities of the task force, as set forth in **Exhibit B.**

Pursuant to Tex. Loc. Gov't Code §362.002(c), a law enforcement officer employed by Lubbock County or the City of Lubbock may make an arrest outside the county or municipality in which the officer is employed but within the area covered by the Agreement.

Pursuant to Tex. Loc. Gov't Code §362.002(c), the law enforcement agencies of the area where the arrest is made shall be notified of the arrest without delay, and the notified agency shall make available the notice of the arrest in the same manner as if the arrest were made by a member of that agency.

Pursuant to Tex. Loc. Gov't C. §362.003(a), while a law enforcement officer regularly employed by Lubbock County or the City of Lubbock is in the service of the other according to this chapter, the officer is a peace officer of the other and is under the command of the law enforcement officer who is in charge in that county or municipality.

Pursuant to Tex. Loc. Gov't C. §362.003(a), the officer has all the powers of a regular law enforcement officer of that county or municipality as fully as if the officer were in the county or municipality where regularly employed. Qualification for office in the territory of regular employment constitutes qualification for office in the other county or municipality and no additional oath, bond, or compensation is needed.

Pursuant to Tex. Loc. Gov't C. §362.003(b), a law enforcement officer who is ordered by the official designated by the governing body of the county or municipality to perform police or peace duties outside the limits of the county or municipality where regularly employed is entitled to the same wage, salary, pension, and other compensation and rights, including injury or death benefits, as if the service were rendered in the county or municipality of the officer's regular employment. The officer is also entitled to payment for any reasonable expenses incurred for travel, food, or lodging while on duty outside the limits of the territory of the officer's regular employment.

Pursuant to Tex. Loc. Gov't C. §362.003(c), Lubbock County and the City of Lubbock shall pay all wages and disability payments, pension payments, damages to equipment and clothing, medical expenses, and travel, food, and lodging expenses for their respective law enforcement officers. All compensation and reimbursements will be made pursuant to the terms set forth in Exhibit B. Payments will be made only between Lubbock County and the City of Lubbock.

Lubbock County and the City of Lubbock shall assign officer(s) to the LMSCU, with the intention that the officer(s) will be assigned on a dedicated, rather than rotational basis. Lubbock County and the City of Lubbock shall assign employees to the LMSCU in accordance with the schedule, as set forth in **Exhibit C-1** and facilities and equipment in accordance with the schedule, as set forth in **Exhibit C-2**.

Subject to the forgoing provisions and the requirements of state and federal law, specifically including Tex. Loc. Gov't C. Chapter 362, which laws shall in all cases prevail over any conflicting provision in this Agreement or in any Exhibit or attachment thereto, the county and municipality agree to operate the LMSCU according to the Standard Operating Procedures (SOPs), as set forth in **Exhibit D**.

The parties understand and acknowledge that the funding of this Agreement is contained in each party's annual budget and is subject to the approval of each party in each fiscal year. The parties further agree that should the governing body of any of the parties fail to approve a budget which includes sufficient funds for the continuance of this Agreement, or should the governing body of any of the parties fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall terminate as to that party and the party shall then have no further obligation to the any other party. When the funds budgeted or certified during any fiscal year by a party to discharge its obligations under this Agreement are expended, any other party's sole and exclusive remedy shall be to terminate this Agreement. If this Agreement is between governmental entities, as defined by Chapter 791 of the Texas Government Code, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

This Agreement is subject to all present and future valid laws, orders, rules and ordinances and/or regulations of the United States of America, the State of Texas and the parties, and any other regulatory body having jurisdiction. This Agreement shall be construed and governed according to the laws of the State of Texas. The sole venue for any action, controversy, dispute or claim arising under this Agreement shall be in a court of appropriate jurisdiction in Lubbock County, Texas exclusively.

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

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.

The parties expressly acknowledge that they are governmental entities governed by the laws and Constitution of the State of Texas and that their authority to indemnify and/or hold harmless each other and/or any third party is governed by Article XI, Section 7 of the Texas Constitution and any provision which purports to require indemnification by any party which is a governmental entity is invalid.

Peace officers employed by the City of Lubbock may be called upon to conduct or participate in investigations outside the municipal limits of the City of Lubbock, in which case they will do so at the request of Lubbock County and not at the request of any other municipality located in Lubbock County. The City of Lubbock shall look only to Lubbock County for compliance with the terms of this Agreement.

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 PARTIES RETAIN ALL GOVERNMENTAL IMMUNITIES.

EXECUTED IN MULTIPLE DUPLICATE COUNTERPARTS

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LOCAL ADMINISTRATIVE AGREEMENT

BETWEEN THE CONSTITUENT AGENCIES OF THE LUBBOCK METROPOLITAN SPECIAL CRIMES UNIT

(LMSCU)

FOR LUBBOCK COUNTY, TEXAS:

BY: _____
THOMAS V. HEAD,
COUNTY JUDGE

ATTEST:

BY: _____
KELLY PINION,
COUNTY CLERK

APPROVED AS TO CONTENT:

BY: _____
KELLEY ROWE,
SHERIFF

APPROVED AS TO FORM:

BY: _____
NEAL BURT,
ASSISTANT CRIMINAL DISTRICT ATTORNEY, CIVIL DIVISION

LOCAL ADMINISTRATIVE AGREEMENT
BETWEEN THE CONSTITUENT AGENCIES
OF THE
LUBBOCK METROPOLITAN SPECIAL CRIMES UNIT

(LMSCU)

FOR THE CITY OF LUBBOCK, TEXAS:

BY: _____
DANIEL M. POPE,
MAYOR

ATTEST:

BY: _____
REBECCA GARZA,
CITY SECRETARY

APPROVED AS TO CONTENT:

BY: _____
GREGORY W. STEVENS,
CHIEF OF POLICE

APPROVED AS TO FORM:

BY: _____
JOHN C. GRACE,
ASSISTANT CITY ATTORNEY

LUBBOCK METROLPOLITAN SPECIAL CRIMES UNIT (METRO)
COMPARATIVE COMPENSATION DATA
August 2021

Lubbock County Comparative Resources

Personnel

A. Lubbock County will provide two (2) investigators for the unit. Here is a breakdown of their salaries, regular and overtime rates.
    a. 2 Investigators/ID Staff @ regular pay = $42.81 (hourly, per INV.)
    b. 2 Investigators/ID Staff @ overtime pay = $64.22 (hourly, per INV.)

Facilities

A. Lubbock County will provide the office space for the METRO unit. The office space is located on the 4th floor of the Lubbock County Annex Building located at 916 Main Street, Suite 401.
B. The facilities breakdown is all inclusive.
    a. Lease space, total square footage is 2,837 sq. ft. The price per square foot is $15.28 sq. ft. (annually)
    b. Parking garage fees are 8 spaces @ $96 per space (annually)
C. Lubbock County will provide office furniture, computer terminals, and telephone systems. This initial set-up provision will be an estimated $12,000.00 with replacement costs every 3-5 years.

City of Lubbock Comparative Resources

Personnel

A. City of Lubbock will provide one (1) commander, one (1) sergeant, and four (4) investigators for the unit. Here is a breakdown of their salaries, regular and overtime rates.
    a. 4 detectives @ regular pay = $36.759 (hourly), 4 @ overtime pay = $55.139 (hourly, per Inv.)
    b. 1 sergeant @ regular pay = $41.487 (hourly), 1 @ overtime pay = $62.771 (hourly)
    c. 1 commander @ regular pay = $47.936 (hourly), 1 @ overtime pay = $71.904 (hourly)

Lubbock County Investigations

Homicides 2016– 2020 (including incorporated communities of Lubbock County)
Total = 8
AVG = 2 (Rolling 5-year average)

City of Lubbock Investigations

Homicides 2016 – 2020 (City of Lubbock only)
Total = 94
AVG = 19 (Rolling 5-year average)

The METRO Unit is comprised of the listed County Investigators, LPD Investigators, and LPD Supervisors combined together as a collaborative unit. METRO will work all the cases described, therefore the cost to provide services will increase, as we take on the fiscal burden of performing an additional 3.0 investigations (average, per year).

This comparative compensation schedule reflects what Lubbock County provides to the Metro Unit to compensate the City for investigations performed in Lubbock County. Lubbock County supplied assets and resources are applied to fulfil this compensation requirement. In addition, Lubbock County investigators required to perform investigations inside the City far surpasses any other calculated value.

Typical breakdown of a Metro investigation, based on 48 hours to work the case. This is not 48 hours non-stop, but a total 48 hours over a period of days or a week.

- The percentage of time involved is greater at the beginning of an investigation, lesser as the investigation proceeds. Typically the peak time, which may include peak OT is at the beginning of the investigation. Some of the work may be done during normal work hours, at a straight time rate.
- Here is the percentage of responsibility for work and oversight, based on job function.

Detective = 100% time applied is for investigative work
Sergeant = 50% of time applied is for supervision, 25% for investigative work, 25% for management/oversight
Commander = 75% of time applied is for management/oversight, 25% for supervision

Timeline of a notification/callout "Homicide" investigation:

If the notification/callout is after hours or a weekend, it will involve OT. If not, it will be at normal straight time pay rates.

- 2 Detectives (either LPD or LSO), 1 LPD Sergeant, 1 LPD Commander will respond to the callout. The detectives could be both LPD, both LSO, and/or a combination of the two.

TYPICAL TIMELINE:

1st day @ 15 hours of investigative work, 15 hours of supervision, 15 hours of management/oversight
2nd day @ 10-12 hours of investigative work, 8 hours of supervision, 8 hours of management/oversight
3rd day @ 5-7 hours of investigative work, 4 hours of supervision, 4 hour of management/oversight
4th day @ 2-4 hours of investigative work, 4 hour of supervision, 4 hours of management/oversight
5th day ALL @ 10 hours (normal duty day) management, administrative/maintenance activity, report writing, etc

TIME TOTALS:
At peak time, based on the general assumptions above

- Detective(s) will work 42-48 hours per investigation (2 Detectives)
- Sergeant will work 40-41 hours per investigation (1 Sergeant)
- Commander will work 40-41 hours per investigation (1 Commander)

OT v. STRAIGHT PAY RATE:

- Will depend on the callout, GENERALLY the 1st day is OT, the remaining days are straight rates
- This only reflects base pay, (Straight or OT) does not include certification and longevity pay rates

Lubbock Metropolitan Special Crimes Unit (METRO Unit)

As is: LPD Detective Division (Percentage Of Costs = 100%)

*** Estimated Cost per Investigation City of Lubbock:**

	Regular Pay hours estimate	Regular Pay	Regular Pay Cost	Overtime Pay hours estimate	Overtime Rate	Overtime Pay Cost	Cost	Total Benefits on Cases
(1)LPD detective	33	36.759	$ 1,213.05	15	55.139	$ 827.09	$ 2,040.13	$ 691.32
(1)LPD detective	33	36.759	1,213.05	15	55.139	827.09	2,040.13	691.32
(1) Sergeant	26	41.487	1,078.66	15	62.771	941.57	2,020.23	665.27
(1) Commander	26	47.936	1,246.34	15	71.904	1,078.56	2,324.90	743.44
			$ 4,751.09			$ 3,674.30	$ 8,425.39	$ 2,791.35

*Salary factors based on Step C pay scale City of Lubbock Civil Service Pay Schedule Dated 10.1.19

Estimated Annual City of Lubbock Investigations (based on 2016-2020 data)		19
Estimated Annual Cost City of Lubbock Investigations, salaries (+) benefits (19 times $11,216.74)		$ 213,118.06
Office Furniture/Computer Terminals/Telephone System (*estimated $12,000 every 4 years)		3,000.00
	Total annual Estimate	$ 216,118.06

Benefits:

TMRS:	0.1805	City Dent	7.775
Soc Sec:	0.0765		
City Med	180.295		

40 hours of pay	OT Pay	Total Pay	Pay on cases	% of pay on cases	City Med on cases	City Dent on cases	TMRS on cases	Soc Sec on cases	Total Benefits on Cases
1,470.36	827.09	2,297.45	2,040.13	88.80%	160.10	6.90	368.24	156.07	691.32
1,470.36	827.09	2,297.45	2,040.13	88.80%	160.10	6.90	368.24	156.07	691.32
1,659.48	941.57	2,601.05	2,020.23	77.67%	140.03	6.04	364.65	154.55	665.27
1,917.44	1,078.56	2,996.00	2,324.90	77.60%	139.91	6.03	419.64	177.85	743.44
									2,791.35

Proposed: Lubbock Metropolitan Special Crimes Unit (Percentage Of Shared Costs)

*** Estimated Cost per Investigation**

	Regular Pay hours estimate	Regular Pay	Regular Pay Cost	Overtime Pay hours estimate	Overtime Rate	Overtime Pay Cost	Work Variable	Cost	Total Cost of Benefits on Cases
(1)LPD detective	33	36.759	$ 1,213.05	15	55.139	$ 827.09	50%	$ 1,020.07	$ 345.66
(1)LPD detective	33	36.759	1,213.05	15	55.139	827.09	50%	$ 1,020.07	345.66
(1) Sergeant	26	41.487	1,078.66	15	62.771	941.57	100%	2,020.23	665.27
(1) Commander	26	47.936	1,246.34	15	71.904	1,078.56	100%	2,324.90	743.44
			$ 4,751.09			$ 3,674.30		$ 6,385.26	$ 2,100.03

*Salary factors based on Step C pay scale City of Lubbock Civil Service Pay Schedule Dated 10.1.19

Estimated Annual Lubbock County Investigations (based on 2016-2020 data)	2
Estimated Annual City of Lubbock Investigations (based on 2016-2020 data)	19
Estimated Annual Cost City of Lubbock Investigations (21 X $8485.29)	$ 178,191.09

40 hours of pay	OT Pay	Total Pay	Pay on cases	% of pay on cases	City Med on cases	City Dent on cases	TMRS on cases	Soc Sec on cases	Total Benefits on Cases
1470.36	827.09	2,297.45	1,020.07	44.40%	80.05	3.45	184.12	78.04	345.66
1470.36	827.09	2,297.45	1,020.07	44.40%	80.05	3.45	184.12	78.04	345.66
1659.48	941.57	2,601.05	2,020.23	77.67%	140.03	6.04	364.65	154.55	665.27
1917.44	1,078.56	2,996.00	2,324.90	77.60%	139.91	6.03	419.64	177.85	743.44
									2,100.03

Estimated Cost Savings per Special Crime Unit (Metro Case Specific):

As Is	$ 216,118.06	*[LPD 100% @ 19 per year]*
Proposed	$ 178,191.09	*[Shared expense @ 23 per year]*
Savings	$ 37,926.97	*[(+) Net Gain]*

Notes/Gains from METRO:

[1] Savings on LPD Detective's time, not a true dollar savings as they will continue to be paid, allows more time to work other cases (Re-investigations)
[2] Unquantifiable benefit* Lubbock County provides office space, utility costs and parking for METRO. Metro is located at 916 Main St. Suite 401
[3] Better quality investigations, based on a more experienced team involved in all investigations, equals improved liason with Lubbock County District Attorney's Office and Judges
[4] Eliminates communication and logistical problems caused by overlapping jurisdictions with all local, area and state-wide law enforcement agencies

Lubbock Metropolitan Special Crimes Unit (The METRO)

As is: LSO CID Division (Percentage Of Costs = 100%)

*** Estimated Cost per Investigation Lubbock County:**

	Regular Pay hours estimate	Regular Pay	Regular Pay Cost	Overtime Pay hours estimae	Overtime Rate	Overtime Pay Cost	Cost
(1)Investigator	33	42.81	$ 1,412.73	15	64.22	$ 963.30	$ 2,376.03
(1) Investigator	33	42.81	1,412.73	15	64.22	963.30	2,376.03
			$ 2,825.46			$ 1,926.60	$ 4,752.06

*Salary factors based on Lubbock County Pay Schedule 10.1.20

Estimated Annual Lubbock County Investigations (based on 2016-2020 data) 2

Estimated Annual Cost Lubbock County Investigations (2 X $4,752.06) $ 9,504.12

Total annual Estimate $ 9,504.12

Proposed: Lubbock Metropolitan Special Crimes Unit (Percentage Of Shared Costs)

*** Estimated Cost per Investigation Lubbock County:**

	Regular Pay hours estimate	Regular Pay	Regular Pay Cost	Overtime Pay hours estimae	Overtime Rate	Overtime Pay Cost	Work Variable	Cost
(1)Investigator	33	42.81	$ 1,412.73	15	64.22	$ 963.30	50%	$ 1,188.02
(1) Investigator	33	42.81	1,412.73	15	64.22	963.30	50%	$ 1,188.02
			$ 2,825.46			$ 1,926.60		$ 2,376.03

*Salary factors based on Lubbock County Pay Schedule Dated 10.1.20

Estimated Annual Lubbock County Investigations (based on 2016-2020 data) 2

Estimated Annual City of Lubbock Investigations (based on 2016-2020 data) 19

Estimated Annual Cost Lubbock County Investigations (21 X $2,376.03) $ 49,896.63

Office Furniture/Computer Terminals/Telephone System 3,000.00

*estimated $12,000 every 4 years $ 52,896.63

Estimated Cost Savings per Special Crime Unit (Metro Case Specific):

As Is	$ 9,504.12	*[LSO 100% @ 4 per year]*
Proposed	$ 52,896.63	*[Shared expense @ 23 per year]*
Savings	$ (43,392.51)	*[(-) Net Loss]*

Notes/Gains from METRO:

(1) Savings on LPD Detective's time, not a true dollar savings as they will continue to be paid, allows more time to work other cases (Re-investigations)

(2) Unquantifiable benefit* Lubbock County provides office space, utility costs and parking for METRO. Metro is located at 916 Main St. Suite 401

(3) Better quality investigations, based on a more experienced team involved in all investigations, equals improved liason with Lubbock County District Attorney's Office and Judges

(4) Eliminates communication and logistical problems caused by overlapping jurisdictions with all local, area and state-wide law enforcement agencies

City of Lubbock TEXAS

To: Wes Jobe, Captain
From: Marcus Wall, Lieutenant *MBW*
Subject: Metropolitan Special Crimes Unit Interlocal Agreement – Fiscal Review 2021
Date: September 1, 2021

We are in the process of renewing the Lubbock Metropolitan Special Crimes Unit (Metro) Interlocal Agreement. This renewable agreement will continue to govern the collaborative investigative efforts of the Lubbock County Sheriff's Office and the Lubbock Police Department in response to violent crime in Lubbock County.

Exhibit B, of the current Interlocal agreement, requires a fiscal review and report to the City Council prior to renewal. I have attached Exhibit B, as it directs both participating agencies to complete this requirement. In response to Exhibit B, I submit the following fiscal review and report for the Metro unit's anticipated operational costs and activities for FY2021-22.

HIGHLIGHTS

Since the introduction of the Metro Unit, November 2018, Metro has successfully investigated 145 high profile cases. This number includes 87 homicide investigations and 35 special investigations. Of the 35 special investigations, 8 were officer involved shootings and 9 were in-custody death investigations at the Lubbock County Detention Center.

To date, all but 1 homicide investigation has been either closed or cleared by arrest. The only open homicide investigation is a Lubbock Police Department homicide under LPD #20-656.

I have enclosed all updated Metro investigative statistics with this memo.

FISCAL REVIEW

I have completed a fiscal review and report for the associated costs relating to the Lubbock Police Department continuing to partner with the Lubbock County Sheriff's Office in staffing the Metro unit. I have attached the comparative compensation data and a detailed spreadsheet of all the associated costs.

I believe the continued participation in the Metro Unit, and the mutual cooperation and sharing of resources, has resulted in an equivalent benefit. Furthermore, the Lubbock Police Department's continued participation will not require the City of Lubbock to provide financial compensation to Lubbock County.

Please see the attachments for more detailed information.

Regular City Council Meeting **7. 25.**

Meeting Date: 09/28/2021

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Mayor to execute an agreement by and between the City of Lubbock, the United States Department of Justice, and the United States Drug Enforcement Administration, for participation in the FY 2022-High Intensity Drug Trafficking Area (HIDTA) Task Force Agreement and any associated documents, including an Asset Sharing Agreement, to disrupt illicit drug traffic in the Lubbock area.

Item Summary

Trafficking in narcotics and dangerous drugs in the Lubbock area has a substantial and detrimental effect on the health and general welfare of Lubbock Citizens. Participation with the Lubbock High Intensity Drug Trafficking Area (HIDTA) Task Force, under the purview of the United States Drug Enforcement Administration (DEA), is effective in combating the problem.

The Lubbock Police Department (LPD) participation in the Lubbock HIDTA will include the following activities and duties:

a. Disrupt the illicit drug traffic in the Lubbock area by immobilizing targeted violators and trafficking organizations;
b. Gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
c. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.

The LPD will detail three (3) experienced officers to the Task Force for not less than two (2) years. These officers will be under direct supervision and control of DEA supervisory personnel assigned to the Task Force. The Lubbock Sheriff's Office and Texas Department of Public Safety will also supply personnel to the HIDTA. DEA will assign four (4) Special Agents to the Task Force. DEA will provide necessary funds and equipment to support the activities of the DEA Special Agents and officers assigned to the Task Force. This support will include office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

The Department of Justice (DOJ) will receive a minimum of 20 percent of awarded assets as result of Task Force investigations. Up to 80 percent of the remainder is subject to equitable sharing among the participating agencies, based on the number of officers assigned to the Lubbock HIDTA at the time of the seizure.

Upon approval, the term of the agreement will be in effect until September 30, 2022.

Fiscal Impact

LPD will remain responsible for the salary and benefits including overtime of the officers assigned to the Task Force. The Lubbock HIDTA will, subject to availability of funds, reimburse the LPD for overtime payments made to its officers assigned to the Task Force, capped at the equivalent of 25% of a GS-12, Step 1, of the general pay scale for the rest of the United States, per officer.

Staff/Board Recommending

Floyd Mitchell, Chief of Police

Attachments

Resolution

Agreement

RESOLUTION

(FY2022 HIDTA Agreement with Asset Sharing and Certification)

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

THAT the City Council of the City of Lubbock hereby authorizes and directs the Mayor of the City of Lubbock to execute an Agreement by and between the City of Lubbock, the United States Department of Justice, and the United States Drug Enforcement Administration for the **2022 - High Intensity Drug Trafficking Area (HIDTA) Task Force Agreement**, which said Agreement and any associated documents, including an Asset Sharing Agreement and Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements, which are attached hereto and made a part of this Resolution for all intents and purposes.

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

_____

DANIEL M. POPE, MAYOR

ATTEST:

_____

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____

Floyd Mitchell, Police Chief

APPROVED AS TO FORM:

_____

John C. Grace, Assistant City Attorney

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2022 HIDTA STATE AND LOCAL TASK FORCE AGREEMENT
DALLAS FIELD DIVISION
HIDTA TASK FORCE GROUP (LUBBOCK)
LUBBOCK CITY POLICE DEPARTMENT

This agreement is made this 1st day of October 2021, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the City of Lubbock on behalf of the Lubbock Police Department ORI# TX1520200 (hereinafter "Lubbock PD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the Lubbock area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Lubbock, the parties hereto agree to the following:

1. The HIDTA Task Force Group (Lubbock) will perform the activities and duties described below:

    a. Disrupt the illicit drug traffic in the Lubbock area by immobilizing targeted violators and trafficking organizations;

    b. Gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

    c. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the task force's activities will result in effective prosecution before the courts of the United States and the State of Texas.

2. To accomplish the objectives of the HIDTA Task Force Group (Lubbock), the Lubbock PD agrees to detail three (3) experienced officers to the HIDTA Task Force Group (Lubbock) for a period of not less than two years. During this period of assignment, the Lubbock PD officers will be under the direct supervision and control of DEA supervisory personnel assigned to the task force.

3. The Lubbock PD officers assigned to the task force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the task force.

4. The Lubbock PD officers assigned to the task force shall be deputized as task force officers of DEA pursuant to 21 USC 878.

5. To accomplish the objectives of the HIDTA Task Force Group (Lubbock), DEA will assign three (3) Special Agents to the Task Force. HIDTA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and Lubbock PD officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items.

6. During the period of assignment to the HIDTA Task Force Group (Lubbock), the Lubbock PD will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. HIDTA will, subject to availability of funds reimburse the Lubbock PD for overtime payments. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-12 Step1, of the general pay scale for the "Rest of the United States". Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted **monthly or quarterly** on a fiscal year basis, and which provides the names if the investigators who incurred overtime for DEA during the invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. Invoices must be submitted at least quarterly within 30 business days of the end of the invoiced period. **Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."**

7. In no event will the Lubbock PD charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The Lubbock PD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The Lubbock PD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The Lubbock PD shall maintain all such reports and records until all

litigation, claim, audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.

10. The Lubbock PD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The Lubbock PD agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, suspension and other Responsibility Matters; and drug-free Workplace Requirements. The Lubbock PD acknowledges that this agreement will not take effect and no federal funds will be awarded until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or part with federal money, the Lubbock PD shall clearly state: (1) percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the program or project.

13. Deleted (DEA will not provide vehicles).

14. While on duty and acting on task force business, the Lubbock PD officers assigned to the HIDTA Task Force Group (Lubbock) shall be subject to all DEA and federal government rules, regulations and procedures governing the use of OGV's for home to work transportation and for personal business. The HIDTA Executive Committee acknowledges that the United States is liable for the actions of the Task Force Officer, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Torts Claim Act.

15. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2022. This agreement may be terminated by either party on 30 days advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. HIDTA will be responsible only for obligations incurred by Lubbock PD during the term of this agreement.

For the Drug Enforcement Administration:

_____ Date: _____

Eduardo A. Chavez
Special Agent in Charge
Dallas Field Division

For the City of Lubbock:

_____ Date: _____

Daniel Pope
Mayor
City of Lubbock

Attest:

_____ Date: _____

Rebecca Garza
City Secretary

Approved as to Content:

_____ Date: 9-13-24

Floyd Mitchell
Lubbock Chief of Police

Approved as to Form:

_____ Date: _____

John C. Grace
Assistant City Attorney

FY 2022 Asset Forfeiture Sharing Agreement
HIDTA Task Force Group (Lubbock)
Lubbock Police Department

The U.S. Department of Justice, 2018 Joint Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies, governs this Agreement. The State and Local Law Enforcement members ("Participants"), of the DEA Task Force Group (Lubbock) ("Task Force"), hereby agree to the following terms and conditions of this Memorandum of Understanding ("MOU") governing the Task Force's equitable sharing requests and participation in the United States Department of Justice ("DOJ") Equitable Sharing Program.

The following are the Task Force Participants and their contribution to the Task Force:

- Lubbock County Sheriff's Office/Four (4) officers assigned to the Task Force
- Lubbock Police Department/Three (3) officers assigned to the Task Force
- Texas Department of Public Safety/One (1) officer assigned to the Task Force

Participants acknowledge that equitable sharing is at the discretion of the Attorney General and not guaranteed in any case. Participants acknowledge that sharing will not be awarded in a case if victims have not been fully compensated. State and Local government entities can be considered victims. Participants acknowledge that the DOJ Money Laundering and Asset Recovery Section (MLARS) will be the sole decider for 100% property requests.

Sharing percentages shall be based upon the following formula:

Agencies with one or more full time deputized Task Force Officers (TFOs) assigned to the Task Force will receive an equitable, prearranged sharing percentage that fairly reflects the overall agencies' investigative, financial, or administrative contributions to the task force and/or the agencies' efforts resulting in federal forfeiture of the asset, including accounting for any participation by a federal agency.

The maximum amount available for sharing is currently 80% of the asset value minus expenses related to the seizure, and minus any percentages allotted for agencies not a part or recently added to this Sharing Agreement who have also participated quantitatively or qualitatively in the asset seizure. The new minimum sharing amount is $500. Sharing is not automatically 80%. The actual sharing amount allocated to participating agencies may be impacted by numerous factors. The sharing percentages awarded to State and Local Law Enforcement agencies is based on qualitative and quantitative contributions, and is no longer deducted from the 20% federal share.

Participants understand that if a non-MOU member receives an equitable share based upon their contribution, then the MOU Participants' shares shall be reduced proportionately (e.g., if non-MOU agency receives 10% based upon their contribution, then the MOU Participants' percentages shall be based upon 90% of the maximum amount available for sharing).

Participants further understand that additional adjustments may be necessary so to ensure that DOJ receives a minimum of 20%.

Participants further understand that the federal decision-makers, including DEA, on each equitable sharing request retain discretion to modify percentages as deemed appropriate based on the facts and circumstances in each case.

The additional and/or departure of Participant agencies and personnel shall not require renewal of this Sharing Agreement. Rather, the equitable, prearranged sharing percentages shall continue to fairly reflect Participant agencies investigative, financial, or administrative contributions to the task force and/or the agencies' efforts resulting in federal forfeiture of the asset.

This Sharing Agreement shall remain in force upon the addition or departure of law enforcement agencies in the DEA Task Force Group (Lubbock). This agreement shall be reviewed annually at the time each agency completes the State and Local Task Force Agreement with DEA for the coming Fiscal Year. Termination shall be by mutual consent in writing by all Task Force Participants or by the withdrawal of DEA, (the latter upon 30 days advance written notice to all current Task Force Participants).

Date: _____

Eduardo A. Chavez
Special Agent in Charge
Dallas Field Division

Date: _____

Daniel Pope
Mayor
City of Lubbock

Attest:

Date: _____

Rebecca Garza
City Secretary
City of Lubbock

Approved as to Content:

Floyd Mitchell
Chief of Police
Lubbock Police Department

Date: 9-13-21

Approved as to Form:

John C. Gracé
Assistant City Attorney
City of Lubbock

Date: 9-3-2021

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this from. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Prt 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

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

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Check ☐ if there are workplace on file that are not identified here

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convinced of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications

1. Grantee Name and Address:

CITY OF LUBBOCK ON BEHALF OF THE LUBBOCK PD 1314 AVE K LUBBOCK, TX 79401

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

LUBBOCK CITY MAYOR DANIEL M. POPE

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

Regular City Council Meeting **7. 26.**

Meeting Date: 09/28/2021

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Mayor to execute an agreement, by and between the City of Lubbock, the United States Department of Justice, and the United States Drug Enforcement Administration, for participation in the FY 2022 Program-Funded State and Local Task Force Agreement - Task Force Group (Lubbock) and any associated documents, including an Asset Sharing Agreement, to disrupt illicit drug traffic in the Lubbock area.

Item Summary

Trafficking in narcotics and dangerous drugs in the Lubbock area has a substantial and detrimental effect on the health and general welfare of Lubbock Citizens. Participation with the United States Drug Enforcement Administration (DEA), as part of a task force, is effective in combating the problem.

The Lubbock Police Department (LPD) participation in a Task Force with the U.S. DEA Lubbock Resident Office, will include the following activities and duties:

a. Disrupt the illicit drug traffic in the Lubbock area by immobilizing targeted violators and trafficking organizations;
b. Gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
c. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.

The LPD will detail two (2) experienced officers to the Task Force for not less than two (2) years. These officers will be under direct supervision and control of DEA supervisory personnel assigned to the Task Force. DEA will assign five (5) Special Agents to the Task Force. DEA will provide necessary funds and equipment to support the activities of the DEA Special Agents and officers assigned to the Task Force. This support will include office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

The Department of Justice (DOJ) will receive a minimum of 20 percent of awarded assets as result of Task Force investigations. Up to 80 percent of the remainder is subject to equitable sharing among the participating agencies based on the number of officers assigned to the DEA Task Force Group (Lubbock) at the time of the seizure.

Upon approval, the term of the agreement will be in effect until September 30, 2022.

Fiscal Impact

LPD will remain responsible for the salary and benefits including overtime of the officers assigned to the Task Force. The DEA will, subject to availability of funds, reimburse the LPD for overtime payments made to its officers assigned to the Task Force, capped at the equivalent of 25% of a GS-12, Step 1, of the general pay scale for the rest of the United States, per officer.

Staff/Board Recommending

Floyd Mitchell, Chief of Police

Attachments

Resolution

Agreement

RESOLUTION

(FY2022 – Task Force Agreement with Asset Sharing and Certification)

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

THAT the City Council of the City of Lubbock hereby authorizes and directs the Mayor of the City of Lubbock to execute an Agreement by and between the City of Lubbock, the United States Department of Justice, and the United States Drug Enforcement Administration for the **2022 Program-Funded State and Local Task Force Agreement – Task Force Group (Lubbock) Task Force Agreement**, which said Agreement and any associated documents, including an Asset Sharing Agreement and Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements, which are attached hereto and made a part of this Resolution for all intents and purposes.

Passed by the City Council this _____day of _____, 2021.

_____

DANIEL M. POPE, MAYOR

ATTEST:

_____

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____

Floyd Mitchell, Police Chief

APPROVED AS TO FORM:

_____

John C. Grace, Assistant City Attorney

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2022 PROGRAM-FUNDED STATE AND LOCAL TASK FORCE AGREEMENT DALLAS FIELD DIVISION TASK FORCE GROUP (LUBBOCK) (LUBBOCK) LUBBOCK POLICE DEPARTMENT

This agreement is made this 1st day of October, 2021, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the City of Lubbock on behalf of the Lubbock Police Department ORI# TX1520200 (hereinafter "Lubbock PD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Lubbock area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Lubbock, the parties hereto agree to the following:

1. The Task Force Group (Lubbock) will perform the activities and duties described below:

    a. disrupt the illicit drug traffic in the Lubbock area by immobilizing targeted violators and trafficking organizations;
    b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
    c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.

2. To accomplish the objectives of the Task Force Group (Lubbock), the Lubbock PD agrees to detail two (2) experienced officers to the Task Force Group (Lubbock) for a period of not less than two years. During this period of assignment, the Lubbock PD officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3. The Lubbock PD officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The Lubbock PD officers assigned to the Task Force shall be deputized as a Task Force Officer of DEA pursuant to 21 U.S.C. Section 878.

5. To accomplish the objectives of the Task Force Group (Lubbock), DEA will assign four (4) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training,

and other support items.

6. During the period of assignment to the Task Force, the Lubbock PD will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the Lubbock PD for overtime payment. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-12, Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted **monthly or quarterly** on a fiscal year basis, and which provides the names of the investigators who incurred overtime for DEA during the invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. Invoices must be submitted at least quarterly within 30 business days of the end of the invoiced period. **Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."**

7. In no event will the Lubbock PD charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The Lubbock PD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The Lubbock PD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The Lubbock PD shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.

10. The Lubbock PD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

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For the Drug Enforcement Administration:

_____ Date: _____

Eduardo A. Chavez
Special Agent in Charge
Dallas Field Division

For the City of Lubbock:

_____ Date: _____

Daniel Pope
Mayor
City of Lubbock

Attest:

_____ Date: _____

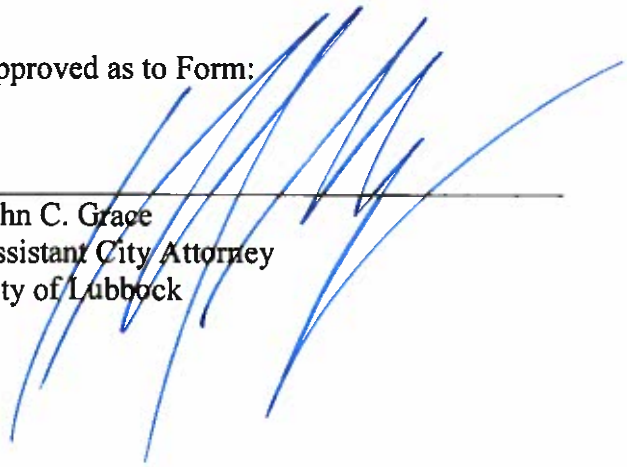
Rebecca Garza
City Secretary
City of Lubbock

Approved as to Content:

_____ Date: 9-13-21

Floyd Mitchell
Chief of Police
Lubbock Police Department

Approved as to Form:



John C. Grace
Assistant City Attorney
City of Lubbock

Date: 9-8-2021

FY 2022 Asset Forfeiture Sharing Agreement
Task Force Group (Lubbock)
Lubbock Police Department

The U.S. Department of Justice, 2018 Joint Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies, governs this Agreement. The State and Local Law Enforcement members ("Participants"), of the DEA Task Force Group (Lubbock) ("Task Force"), hereby agree to the following terms and conditions of this Memorandum of Understanding ("MOU") governing the Task Force's equitable sharing requests and participation in the United States Department of Justice ("DOJ") Equitable Sharing Program.

The following are the Task Force Participants and their contribution to the Task Force:

- Lubbock County Sheriff's Office/Two (2) officers assigned to the Task Force
- Lubbock Police Department/Three (3) officers assigned to the Task Force
- Texas Attorney General's Office/One (1) officer assigned to the Task Force

Participants acknowledge that equitable sharing is at the discretion of the Attorney General and not guaranteed in any case. Participants acknowledge that sharing will not be awarded in a case if victims have not been fully compensated. State and Local government entities can be considered victims. Participants acknowledge that the DOJ Money Laundering and Asset Recovery Section (MLARS) will be the sole decider for 100% property requests.

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Agencies with one or more full time deputized Task Force Officers (TFOs) assigned to the Task Force will receive an equitable, prearranged sharing percentage that fairly reflects the overall agencies' investigative, financial, or administrative contributions to the task force and/or the agencies' efforts resulting in federal forfeiture of the asset, including accounting for any participation by a federal agency.

The maximum amount available for sharing is currently 80% of the asset value minus expenses related to the seizure, and minus any percentages allotted for agencies not a part or recently added to this Sharing Agreement who have also participated quantitatively or qualitatively in the asset seizure. The new minimum sharing amount is $500. Sharing is not automatically 80%. The actual sharing amount allocated to participating agencies may be impacted by numerous factors. The sharing percentages awarded to State and Local Law Enforcement agencies is based on qualitative and quantitative contributions, and is no longer deducted from the 20% federal share.

Participants understand that if a non-MOU member receives an equitable share based upon their contribution, then the MOU Participants' shares shall be reduced proportionately (e.g., if non-MOU agency receives 10% based upon their contribution, then the MOU Participants' percentages shall be based upon 90% of the maximum amount available for sharing).

Participants further understand that additional adjustments may be necessary so to ensure that DOJ receives a minimum of 20%.

Participants further understand that the federal decision-makers, including DEA, on each equitable sharing request retain discretion to modify percentages as deemed appropriate based on the facts and circumstances in each case.

The additional and/or departure of Participant agencies and personnel shall not require renewal of this Sharing Agreement. Rather, the equitable, prearranged sharing percentages shall continue to fairly reflect Participant agencies investigative, financial, or administrative contributions to the task force and/or the agencies' efforts resulting in federal forfeiture of the asset.

This Sharing Agreement shall remain in force upon the addition or departure of law enforcement agencies in the DEA Task Force Group (Lubbock). This agreement shall be reviewed annually at the time each agency completes the State and Local Task Force Agreement with DEA for the coming Fiscal Year. Termination shall be by mutual consent in writing by all Task Force Participants or by the withdrawal of DEA, (the latter upon 30 days advance written notice to all current Task Force Participants).

Date: _____

Eduardo A. Chavez
Special Agent in Charge
Dallas Field Division

Date: _____

Daniel Pope
Mayor
City of Lubbock

Attest:

Date: _____

Rebecca Garza
City Secretary
City of Lubbock

Approved as to Content:

Floyd Mitchell
Chief of Police
Lubbock Police Department

Date: 9-13-21

Approved as to Form:

John C. Grace
Assistant City Attorney
City of Lubbock

Date: 9-8-2021

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this from. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Pt. 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

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

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620:

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Check ☐ if there are workplace on file that are not identified here

Section 67. 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convinced of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications

1. Grantee Name and Address:

CITY OF LUBBOCK ON BEHALF OF THE LUBBOCK PD 1314 AVE K LUBBOCK, TX 79401

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

LUBBOCK CITY MAYOR DANIEL M. POPE

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

Regular City Council Meeting **7. 27.**

Meeting Date: 09/28/2021

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Mayor to execute an agreement, and any associated documents, by and between the City of Lubbock, the United States Department of Justice, and the United States Drug Enforcement Administration, for participation in the FY 2022 - SURGE-Asset Forfeiture Sharing Agreement, to combat trafficking in narcotics and dangerous drugs in the Lubbock area.

Item Summary

Trafficking in narcotics and dangerous drugs in the Lubbock area has a substantial and detrimental effect on the health and general welfare of Lubbock Citizens. Participation with the United States Drug Enforcement Administration (DEA) SURGE Program, as part of a task force, is effective in combating the problem.

The Lubbock Police Department (LPD) participation in the SURGE Program with the U.S. DEA Lubbock Resident Office will include the following activities and duties:

a. Disrupt the illicit drug traffic in the Lubbock area by immobilizing targeted violators and trafficking organizations;
b. Gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
c. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.

The LPD will detail one (1) experienced officer to the SURGE Program for not less than two (2) years. These officers will be under direct supervision and control of DEA supervisory personnel assigned to the Task Force. DEA will assign five (5) Special Agents to the Task Force. DEA will provide necessary funds and equipment to support the activities of the DEA Special Agents and officers assigned to the Task Force. This support will include office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

The Department of Justice (DOJ) will receive a minimum of 20 percent of awarded assets as result of Task Force investigations. Up to 80 percent of the remainder is subject to equitable sharing among the participating agencies based on the number of officers assigned to the DEA Task Force Group (Lubbock) at the time of the seizure.

Upon approval, the term of the agreement will be in effect until September 30, 2022.

Fiscal Impact

LPD will remain responsible for the salary and benefits including overtime of the officers assigned to the Task Force. The DEA will, subject to availability of funds, reimburse the LPD for overtime payments made to its officers assigned to the SURGE Program, capped at the equivalent of 25% of a GS-12, Step 1, of the general pay scale for the rest of the United States, per officer.

Staff/Board Recommending

Floyd Mitchell, Chief of Police

Attachments

Resolution

Agreement

RESOLUTION

(FY2022 – HIDTA Surge Program Agreement with Asset Sharing and Certification)

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

THAT the City Council of the City of Lubbock hereby authorizes and directs the Mayor of the City of Lubbock to execute an Agreement by and between the City of Lubbock, the United States Department of Justice, and the United States Drug Enforcement Administration for the **2022 – SURGE - Asset Forfeiture Sharing Agreement**, which said Agreement and any associated documents, including an Asset Sharing Agreement and Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements, which are attached hereto and made a part of this Resolution for all intents and purposes.

Passed by the City Council this _____day of _____, 2021.

_____

DANIEL M. POPE, MAYOR

ATTEST:

_____

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____

Floyd Mitchell, Police Chief

APPROVED AS TO FORM:

_____

John C. Grace, Assistant City Attorney

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2022 SURGE PROGRAM-FUNDED STATE AND LOCAL TASK FORCE AGREEMENT DALLAS FIELD DIVISION TASK FORCE GROUP (LUBBOCK) (LUBBOCK) LUBBOCK POLICE DEPARTMENT

This agreement is made this 1st day of October, 2021, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the City of Lubbock on behalf of the Lubbock Police Department ORI# TX1520200 (hereinafter "Lubbock PD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Lubbock area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Lubbock, the parties hereto agree to the following:

1. The Task Force Group (Lubbock) will perform the activities and duties described below:

    a. disrupt the illicit drug traffic in the Lubbock area by immobilizing targeted violators and trafficking organizations;
    b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
    c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.

2. To accomplish the objectives of the Task Force Group (Lubbock), the Lubbock PD agrees to detail one (1) experienced officer to the Task Force Group (Lubbock) for a period of not less than two years. During this period of assignment, the Lubbock PD officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3. The Lubbock PD officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The Lubbock PD officer assigned to the Task Force shall be deputized as a Task Force Officer of DEA pursuant to 21 U.S.C. Section 878.

5. To accomplish the objectives of the Task Force Group (Lubbock), DEA will assign four (4) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training,

and other support items.

6. During the period of assignment to the Task Force, the Lubbock PD will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the Lubbock PD for overtime payment. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-12, Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted **monthly or quarterly** on a fiscal year basis, and which provides the names of the investigators who incurred overtime for DEA during the invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. Invoices must be submitted at least quarterly within 30 business days of the end of the invoiced period. **Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."**

7. In no event will the Lubbock PD charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The Lubbock PD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The Lubbock PD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The Lubbock PD shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.

10. The Lubbock PD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The Lubbock PD agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The Lubbock PD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the Lubbock PD by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole in part with Federal money, the Lubbock PD shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2022. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by Lubbock PD during the term of this agreement.

For the Drug Enforcement Administration:

_____ Date: _____
Eduardo A. Chavez
Special Agent in Charge
Dallas Field Division

For the City of Lubbock:

_____ Date: _____
Daniel Pope
Mayor
City of Lubbock

Attest:

_____ Date: _____
Rebecca Garza
City Secretary
City of Lubbock

Approved as to Content:

_____ Date: 9-13-21
Floyd Mitchell
Chief of Police
Lubbock Police Department

Approved as to Form:

John C. Grace
Assistant City Attorney
City of Lubbock

Date: 9-3-2021

FY 2022 Asset Forfeiture Sharing Agreement
HIDTA Task Force Group (Lubbock)
Lubbock Police Department

The U.S. Department of Justice, 2018 Joint Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies, governs this Agreement. The State and Local Law Enforcement members ("Participants"), of the DEA Task Force Group (Lubbock) ("Task Force"), hereby agree to the following terms and conditions of this Memorandum of Understanding ("MOU") governing the Task Force's equitable sharing requests and participation in the United States Department of Justice ("DOJ") Equitable Sharing Program.

The following are the Task Force Participants and their contribution to the Task Force:

- Lubbock County Sheriff's Office/Four (4) officers assigned to the Task Force
- Lubbock Police Department/Three (3) officers assigned to the Task Force
- Texas Department of Public Safety/One (1) officer assigned to the Task Force

Participants acknowledge that equitable sharing is at the discretion of the Attorney General and not guaranteed in any case. Participants acknowledge that sharing will not be awarded in a case if victims have not been fully compensated. State and Local government entities can be considered victims. Participants acknowledge that the DOJ Money Laundering and Asset Recovery Section (MLARS) will be the sole decider for 100% property requests.

Sharing percentages shall be based upon the following formula:

Agencies with one or more full time deputized Task Force Officers (TFOs) assigned to the Task Force will receive an equitable, prearranged sharing percentage that fairly reflects the overall agencies' investigative, financial, or administrative contributions to the task force and/or the agencies' efforts resulting in federal forfeiture of the asset, including accounting for any participation by a federal agency.

The maximum amount available for sharing is currently 80% of the asset value minus expenses related to the seizure, and minus any percentages allotted for agencies not a part or recently added to this Sharing Agreement who have also participated quantitatively or qualitatively in the asset seizure. The new minimum sharing amount is $500. Sharing is not automatically 80%. The actual sharing amount allocated to participating agencies may be impacted by numerous factors. The sharing percentages awarded to State and Local Law Enforcement agencies is based on qualitative and quantitative contributions, and is no longer deducted from the 20% federal share.

Participants understand that if a non-MOU member receives an equitable share based upon their contribution, then the MOU Participants' shares shall be reduced proportionately (e.g., if non-MOU agency receives 10% based upon their contribution, then the MOU Participants' percentages shall be based upon 90% of the maximum amount available for sharing).

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Participants further understand that the federal decision-makers, including DEA, on each equitable sharing request retain discretion to modify percentages as deemed appropriate based on the facts and circumstances in each case.

The additional and/or departure of Participant agencies and personnel shall not require renewal of this Sharing Agreement. Rather, the equitable, prearranged sharing percentages shall continue to fairly reflect Participant agencies investigative, financial, or administrative contributions to the task force and/or the agencies' efforts resulting in federal forfeiture of the asset.

This Sharing Agreement shall remain in force upon the addition or departure of law enforcement agencies in the DEA Task Force Group (Lubbock). This agreement shall be reviewed annually at the time each agency completes the State and Local Task Force Agreement with DEA for the coming Fiscal Year. Termination shall be by mutual consent in writing by all Task Force Participants or by the withdrawal of DEA, (the latter upon 30 days advance written notice to all current Task Force Participants).

Date: _____

Eduardo A. Chavez
Special Agent in Charge
Dallas Field Division

Date: _____

Daniel Pope
Mayor
City of Lubbock

Attest:

Date: _____

Rebecca Garza
City Secretary
City of Lubbock

Approved as to Content:

Floyd Mitchell
Chief of Police
Lubbock Police Department

Date: 9-13-2

Approved as to Form:

John C. Grace
Assistant City Attorney
City of Lubbock

Date: 9-8-2021

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

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(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

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A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

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

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

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(1) The dangers of drugs abuse in the workplace;

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(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

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(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant.

Place of Performance (Street address, city, country, state, zip code)

Check ☐ if there are workplace on file that are not identified here

Section 67. 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

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A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convinced of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications

1. Grantee Name and Address:

CITY OF LUBBOCK ON BEHALF OF THE LUBBOCK PD 1314 AVE K LUBBOCK, TX 79401

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

LUBBOCK CITY MAYOR DANIEL M. POPE

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

Regular City Council Meeting **7. 28.**

Meeting Date: 09/28/2021

Information

Agenda Item

Resolution - City Manager: Consider a resolution authorizing the Mayor to execute an agreement, by and between the City of Lubbock and the State of Texas, acting through the Texas Department of Transportation, for the temporary closure of State right-of-way during the 2021 Mayor's Marathon.

Item Summary

The Mayor's Fitness Council is hosting the 2021 Mayor's Marathon in the City of Lubbock on Sunday, October 31, 2021. Organizers anticipate 1,500 athletes to participate in this one-day event. A 1-mile Kids Fun Run will be held for runners under the age of 8. Other events are a 5k (3.1 mile), a half-marathon (13.1 miles), and a full marathon (26.2 miles). The races will begin and end Downtown at the Buddy and Maria Elena Holly Plaza where there will be food trucks, local vendors and a festival atmosphere for spectators.

The proposed resolution authorizes the Mayor to execute an agreement with the State of Texas acting through the Texas Department of Transportation (TxDOT), for the temporary closure of State right-of-way. This agreement is in the best interest of public safety and welfare of the citizens of Lubbock, to expedite all other traffic matters related to the 2021 Mayor's Marathon. The following intersections would be temporarily impacted upon approval of this agreement:

Intersection of US 62/SH 114 (East 19th Street) and Canyon Lakes Drive
Intersection of US 82 (Parkway Drive) and Cesar Chavez Drive
Intersection of IH 27 and Cesar Chavez Drive
Intersection of US 82 (Marsha Sharp Freeway) and Buddy Holly Avenue
Intersection of IH 27 and East Broadway
Intersection of US 84 (Avenue Q) and Glenna Goodacre Boulevard
Intersection of US 82 (Marsha Sharp Freeway) and 9th Street
Intersection of FM 2255 (4th Street) and Indiana Avenue
Intersection of FM 2255 (4th Street) and Quaker Avenue
Intersection of SH 114 (19th Street) and Chicago Avenue
Intersection of US 62/82 (Marsha Sharp Freeway) and Chicago Avenue

Fiscal Impact

None

Staff/Board Recommending

Brooke Witcher, Assistant City Manager

Attachments

Resolution - TxDOT, Temporary Closures - Mayor's Marathon

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 Agreement for the temporary closure of State right-of-way, by and between the City of Lubbock and the State of Texas acting through the Texas Department of Transportation (TxDOT), regarding a temporary closure of State right-of-way during the 2021 Mayor's Marathon. 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.

THAT the City Council finds it in the best interest of the public safety and welfare of the citizens of Lubbock to expedite all other traffic matters related to the 2021 Mayor's Marathon, and in doing so hereby delegates authority to the City Manager, or his designee, to execute any necessary or related documents or amendments associated with this agreement.

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

ccdocs/RES.TXDOT-Mayor's Marathon 2021
9.15.21

Agreement No._____

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Lubbock, TX, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

1. **WHEREAS**, the State owns and operates a system of highways for public use and benefit, including
2. Intersection of US 62/SH 114 (East 19th) and Canyon Lakes Drive
3. Intersection of US 82 (Parkway Drive) and Cesar Chavez Drive
4. Intersection of IH 27 and Cesar Chavez Drive
5. Intersection of US 82 (MSF) & Buddy Holly Ave
6. Intersection of IH 27 & East Broadway
7. Intersection of US 84 (Ave Q) and Glenna Goodacre Blvd
8. Intersection of US 82 (MSF) and 9th St
9. Intersection of FM 2255 (4th ST) and Indiana Ave
10. Intersection of FM 2255 (4th ST) and Quaker Ave
11. Intersection of SH 114 (19th ST) and Chicago Ave
12. Intersection of US 62/82 (MSF) and Chicago Ave

_____, in Lubbock, County; and

1. **WHEREAS**, the local government has requested the temporary closure of Intersection of US 62/SH 114 (East 19th) and Canyon Lakes Drive
2. Intersection of US 82 (Parkway Drive) and Cesar Chavez Drive
3. Intersection of IH 27 and Cesar Chavez Drive
4. Intersection of US 82 (MSF) & Buddy Holly Ave
5. Intersection of IH 27 & East Broadway
6. Intersection of US 84 (Ave Q) and Glenna Goodacre Blvd
7. Intersection of US 82 (MSF) and 9th St
8. Intersection of FM 2255 (4th ST) and Indiana Ave
9. Intersection of FM 2255 (4th ST) and Quaker Ave
10. Intersection of SH 114 (19th ST) and Chicago Ave
11. Intersection of US 62/82 (MSF) and Chicago Ave

_____ for the purpose of conducting a portion of the 26.2 mile run of the Mayors Marathon to _____as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the 19th day of April, 20 20, the Lubbock City Council passed Resolution / Ordinance No._____, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

(1) By mutual written agreement and consent of both parties.

(2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.

(3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.

(4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.
B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the

following respective addresses:

Local Government:	State:
_____City of Lubbock_____ _____Attn: City Manager_____ ____1625 13th St. Room 205_____ _____Lubbock, Texas 79457_____	Texas Department of Transportation __Terry Harris & Steve Warren_____ __135 Slaton Road_____ ___Lubbock, Texas 79404-5201_____

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

Each party is signing this agreement on the date stated beside that party's signature.

THE CITY OF ___LUBBOCK_____
Executed on behalf of the local government by:

By_____ Date_____
City Official

Typed or Printed Name and Title _____

_____

THE STATE OF TEXAS
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By_____ Date_____
District Engineer

Exhibit A

Exhibit B

Exhibit C

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to,

- plan development,
  - Donated by Marti Greer BSLT Triathlon Inc
- materials,
  - Donated by Marti Greer BSLT Triathlon Inc
- labor,
  - Donated by Volunteers
- public notification,
  - Donated by Primitive Social
- providing protective barriers and barricades,
  - Donated by Marti Greer BSLT Triathlon Inc.
- protection of highway traffic and highway facilities,
  - Due to the Mayors Fitness Council being a 501 (c) (3), the protection of highway traffic and highway facilities is being donated
- all traffic control and temporary signing.
  - Due to the Mayors Fitness Council being a 501 (c) (3), the traffic control and temporary signing is being donated

The required paperwork and plan development and execution have been submitted to TXDOT by Marti Greer as of 8/31/2021.

MAYORS MARATHON

August 31, 2021

To: Traffic Engineer III

From: Marti Greer, Race Director, Mayors Marathon

Subject: Request for closure, incorporated area, run portion of the event

The following is submitted relative to the run portion of the marathon that is conducted on

1. Intersection of US 62/SH 114 (East 19th) and Canyon Lakes Drive
2. Intersection of US 82 (Parkway Drive) and Cesar Chavez Drive
3. Intersection of IH 27 and Cesar Chavez Drive
4. Intersection of US 82 (MSF) & Buddy Holly Ave
5. Intersection of IH 27 & East Broadway
6. Intersection of US 84 (Ave Q) and Glenna Goodacre Blvd
7. Intersection of US 82 (MSF) and 9th St
8. Intersection of FM 2255 (4th ST) and Indiana Ave
9. Intersection of FM 2255 (4th ST) and Quaker Ave
10. Intersection of SH 114 (19th ST) and Chicago Ave
11. Intersection of US 62/82 (MSF) and Chicago Ave

a. The run portion is conducted in Lubbock on the above listed road ways. All lanes will be used for the run course. Runners will have a tendency to run the shortest course, so they will stay closer to the inside lane/ shoulder area. A map, not to scale, is enclosed.

b. The actual start time of the overall event is 7:00am; the run portion that impacts the above mentioned roads will see the first runner at approximately 7:00am and the last runner at 1:30pm with this portion of the course being cleared by 2:00pm. The date of this event is October 312, 2021.

c. The activity involved is running and the total number of people planned for is 2000.

d. The traffic control plan consists of using the Lubbock Police Department's personnel. They will man all intersections. The runners will follow a lead vehicle. The usage of 28" traffic cones will be used to separate runners from vehicular traffic when feasible. There will also be a trail vehicle to follow the last runner.

e. The public purpose of this event is: The Mayor's Fitness Council was created to promote healthy living. We want to drive ideas about healthy living — the way we eat, the way we take care of ourselves. We'll battle it all over time as we continue to do different things. Most of our effort will be around exercise and getting people out and being active.

Thank you so much for the attention to details and for your desire to help our staff to conduct a safe and legal event. We appreciate your consideration and look forward to your reply.

Sincerely,

Marti Greer

Marti Greer

MAYORS MARATHON

TRAFFIC ENFORCEMENT PLAN

Traffic control for the Mayors Marathon will consist of lead and/or trail vehicles with signs having the legend "Runners Ahead".

The Lubbock Police Department will provide any additional traffic control deemed necessary for the safety of motorists and participants. A letter from the Lubbock Police Department to this affect is included.

Thank you,

Marti Greer

Marti Greer
806.438.0893
marti@buffalospringslaketriathlon.com

MAYORS MARATHON

August 31, 2021

Terry Harris
Texas Department of Transportation
135 Slaton Rd.
Lubbock, Texas 79404

Mr. Harris,

The Lubbock Police Department will provide traffic control for the Mayors Marathon on October 31, 2021.

Sincerely,

Captain James Shavers

Regular City Council Meeting **8. 1.**

Meeting Date: 09/28/2021

Information

Agenda Item

Resolution - City Manager: Consider a resolution approving the Civic Park project to be located at 1301 Broadway Avenue utilizing the Wind + Water design as created by TBG Partners and as recommended by the Central Business District Tax Increment Financing Reinvestment Zone Board.

Item Summary

On June 9, 2020, the City Council approved Resolution No. 2020-R0187 to approve and adopt the Downtown Master Plan Update as recommended by the Central Business District Tax Increment Financing Reinvestment Zone (CBD TIF) Board of Directors. The plan included many recommendations for downtown redevelopment. Green space is a key component in the City's plan for downtown redevelopment, and one of the recommendations is for a large, centralized Civic Park on Broadway at the former Lubbock Power & Light location. This park will serve as a multi-functional "living room" for all of Lubbock, filling a great need for an iconic and vibrant hub of activity in the heart of downtown.

On December, 15, 2020, the City Council approved Contract 15438 with TBG Partners to provide professional services for the design of a Downtown Civic Park. The scope of work included schematic design and cost estimating for a civic park located at 1301 Broadway. TBG Partners was led by a committee that was appointed by the Mayor, and also conducted two public input sessions throughout the design process. The final schematic design, Wind + Water, was presented to the City Council on August 24, 2021. The construction of the park was presented using a three-phase approach, with the timing of each phase to be dependent upon City Council approval and funding availability:

- Phase One: Base Scope: $5.89M total
- Phase Two: Preferred Alternates: $3.35M additional
- Phase Three: Tier Two Alternates: $1.57M additional

On Tuesday, September 7, 2021, the Civic Park Advisory Committee unanimously approved a motion to recommend that the City move forward with the Downtown Civic Park at the location recommended in the Downtown Master Plan Update, 1301 Broadway and that, through the CBD TIF, the City move forward with fundraising for, and construction of, the Wind + Water design concept as presented to the City Council by TBG Partners on August 24, 2021.

On Thursday, September 9, 2021, the CBD TIF Board unanimously approved a motion to recommend the following to the City Council:

1. That the City approve the Civic Park Project; and
2. That the Civic Park be located at 1301 Broadway; and
3. That the TIF be directed by the City Council to begin fundraising efforts for the park; and
4. That the recommended design for the Civic Park construction is the Wind + Water design created by TBG Partners.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Central Business District Tax Increment Financing Board

Attachments

Resolution
TIF Recommendation
Committee Recommendation
Civic_Park_Design (L)
FUMC Letter of Support

RESOLUTION

WHEREAS, on December 3, 2001, the City Council of the City of Lubbock (the "City Council") authorized and established the Central Business District Tax Increment Financing Reinvestment Zone Board (the "TIF Board") in order to, among other things, generate funds for Downtown Lubbock public improvements that benefit the City of Lubbock (the "City"), its residents, and property owners; and

WHEREAS, on June 9, 2020 the City Council adopted an updated Downtown Master Plan which included a recommendation for a Civic Park (the "Park") at 1301 Broadway Avenue in Downtown Lubbock; and

WHEREAS, the TIF Board recommended, and the City Council approved, a contract with TBG Partners for the design of the Park; and

WHEREAS, on February 2, 2021 a Park advisory committee, composed of certain City Council members and citizens, began meeting in order to assist and direct TBG Partners throughout the Park design process; and

WHEREAS, the City sought public feedback regarding the design and design elements of the Park through an online survey and multiple in-person public input sessions; and

WHEREAS, at its regularly scheduled meeting on September 9, 2021, the TIF Board heard a briefing from City Staff regarding a proposed Civic Park in Downtown Lubbock; and

WHEREAS, at that meeting the TIF Board unanimously approved a motion to recommend the following:

1. That the TIF Board recommends approval of the project of a Park in Downtown Lubbock; and
2. That the Park be located at 1301 Broadway Avenue, Lubbock, TX 79401; and
3. The TIF Board be directed by City Council to begin fundraising efforts for the Park, and
4. The recommended design for the Park construction is the Wind + Water design created by TBG Partners as presented to the City Council at its regularly scheduled meeting on August 24, 2021; and **NOW THEREFORE:**

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

1. THAT the City Council hereby approves the Civic Park project to be located at 1301 Broadway Avenue utilizing the Wind + Water design as created by TGB Partners and as recommended by the Central Business District Tax Increment Financing Reinvestment Zone Board.

2. THAT the City Council affirms and approves the Central Business District Tax Increment Financing Reinvestment Zone Board's recommendations above concerning a Civic Park in Downtown Lubbock.

3. THAT the City Council thanks the TIF, the advisory committee, and TBG Partners for all of their efforts and diligence in bringing the Park project forward.

4. THAT the City Council hereby directs the Central Business District Tax Increment Financing Reinvestment Zone Board to begin the necessary steps to design the Civic Park following the Wind + Water design.

5. THAT the City Council hereby directs the Central Business District Tax Increment Financing Reinvestment Zone Board, with assistance of City Staff, and under the direction of the City Manager, to begin fundraising efforts for the building of a Civic Park in Downtown Lubbock.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Brianna Gerardi, Business Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES. Adoption – CBD TIF Recommendation – Civic Park
09.23.21

September 9, 2021

Dan Pope
Mayor
City of Lubbock
1314 Avenue K
Lubbock, TX 79401

Dear Mayor Pope and City Council Members,

The Central Business District Tax Increment Financing Zone Advisory Board (CBD TIF) has conducted significant work with TBG Partners' team on the designs for the Downtown Civic Park. This project is a critical step towards implementing Phase One of the Downtown Master Plan Update. The Broadway Civic Park speaks to two of the three key components of the overall vision of the plan: "Create an open space network with a new heart", and "Strengthen Broadway and reinforce key districts." *(See Downtown Master Plan Update, pg.5)* The Update continues, *"A central component to the Framework is a new civic park to bring more people to Downtown Lubbock – creating a central gathering space at the heart of the city." Id.*

The Downtown Civic Park presents an opportunity to connect two of the most-visited areas of Downtown – the Arts District and the Depot District – with two of the most iconic spaces in our City – Texas Tech University and the Canyon Lakes – along the most historic street in Downtown Lubbock - Broadway. It creates an active open-space for community members of all walks of life to enjoy, with the potential to spur additional investment in the areas surrounding the park, and throughout the rest of downtown. In fact, the Master Plan Update's Implementation Matrix clearly states, "develop the design and raise funds for the Civic Park on Broadway." (*Id.* at pg. 88.)

The CBD TIF Board met on September 9th, and for the reasons mentioned, offers the following recommendations for consideration:

1. We recommend that the City move forward with the Downtown Civic Park project.
2. We recommend that the Downtown Civic Park be located at the proposed location, 1301 Broadway.
3. We recommend that, through the CBD TIF, the City move forward with fundraising for, and construction of, the Wind + Water design concept as presented to the City Council by TBG Partners on August 24, 2021.

We appreciate your consideration of these recommendations. I am happy to discuss any questions or concerns that you might have. Thank you for the opportunity to participate in this exciting process.

Best,

Robert Taylor
Chairman
CBD TIF Advisory Board

September 7, 2021

Robert Taylor
Chairman
Central Business District Tax Increment Financing Zone Advisory Board (CBD TIF)
1314 Avenue K
Lubbock, TX 79401

Dear Mr. Chairman and CBD TIF Committee Members,

Thank you for the opportunities to serve as the Chairman of the Downtown Civic Park Advisory Committee and to collaborate with TBG Partners on this exciting project for downtown Lubbock. Over the course of the last several months, our committee has met with the consulting team seven times to provide feedback regarding the community engagement process, design concepts, and costing for the park. The consultants you selected for this project have been impressive. We are pleased with the final suggested design, and we feel the cost estimates are both appropriate and reasonable.

We understand that your Board will meet on Thursday, September 9, 2021 to determine your recommendations on the next steps for the Civic Park. We also understand your recommendation will be provided to the City Council at their September 28, 2021 Regular Meeting. Our Advisory Committee met on September 7th and offers the following recommendations to the CBD TIF Board for consideration:

> We recommend that the City move forward with the Downtown Civic Park project at the location recommended in the Downtown Master Plan update, 1301 Broadway and that, through the CBD TIF, the City move forward with fundraising for, and construction of, the Wind + Water design concept as presented to the City Council by TBG Partners on August 24, 2021.

We appreciate your consideration of these recommendations. I would be happy to discuss further any questions or concerns that you might have. Thank you again for the opportunity to participate in this exciting process.

Best,

Steve Massengale
Mayor Pro Tem
City of Lubbock

Juan Chadis
Councilman
City of Lubbock

budget & phasing

			Contingency	O&P		
	Base Items	**Construction Cost**	**15%**	**18%**	**Total**	**Notes**
1	Allowance for Demolition	$ 1,000,000.00			$ 1,000,000.00	excluded from total
2	Soft Project Costs	$ 911,100.00	$ 136,665.00		$ 1,047,765.00	excluded from total
3	General	$ 90,000.00	$ 13,500.00	$ 16,200.00	$ 119,700.00	
4	Civil	$ 339,360.00	$ 50,904.00	$ 61,084.80	$ 451,348.80	
5	MEP	$ 600,000.00	$ 90,000.00	$ 108,000.00	$ 798,000.00	
6	Landscape	$ 590,900.00	$ 88,635.00	$ 106,362.00	$ 785,897.00	
7	Water Feature	$ 981,819.00	$ 147,272.85	$ 176,727.42	$ 1,305,819.27	
8	Irrigation	$ 45,000.00	$ 6,750.00	$ 8,100.00	$ 59,850.00	
9	Architecture- Restroom Pavilion	$ 686,039.00	$ 102,905.85	$ 123,487.02	$ 912,431.87	
10	Architecture- Stage	$ 671,070.00	$ 100,660.50	$ 120,792.60	$ 892,523.10	
11	Structural	$ 50,000.00	$ 7,500.00	$ 9,000.00	$ 66,500.00	
12	Branding and Wayfinding	$ 100,000.00	$ 15,000.00	$ 18,000.00	$ 133,000.00	
13	Audio Visual	$ 114,400.00	$ 17,160.00	$ 20,592.00	$ 152,152.00	
14	Public Art	$ 200,000.00	$ 30,000.00	$ 36,000.00	$ 266,000.00	
				Base Project Total:	**$ 5,943,222.04**	
	Favored Alternates 1	**Construction Cost**	**15%**	**18%**	**Total**	**Notes**
	Soft Project Costs	$ 560,000.00	$ 84,000.00		$ 644,000.00	20% of $2.8M
	General	$ 55,000.00	$ 8,250.00	$ 9,900.00	$ 73,150.00	
	Civil	$ 103,500.00	$ 15,525.00	$ 18,630.00	$ 137,655.00	
	MEP	$ 100,000.00	$ 20,000.00	$ 18,000.00	$ 138,000.00	
	Landscape	$ 245,150.00	$ 36,772.50	$ 44,127.00	$ 326,049.50	
	Water Feature	$ 318,182.00	$ 63,636.40	$ 57,272.76	$ 439,091.16	
	Irrigation	$ 25,000.00	$ 3,750.00	$ 4,500.00	$ 33,250.00	
	Architecture- Shade Armature	$ 1,003,600.00	$ 150,540.00	$ 180,648.00	$ 1,334,788.00	
	Structural	$ 25,000.00	$ 3,750.00	$ 4,500.00	$ 33,250.00	
	Branding and Wayfinding	$ 37,000.00	$ 5,550.00	$ 6,660.00	$ 49,210.00	
	Audio Visual	$ -	$ -	$ -	$ -	
	Public Art	$ 50,000.00	$ 7,500.00	$ 9,000.00	$ 66,500.00	TBD
				Alternates Total:	**$ 3,274,943.66**	
	Alternates 2:	**Construction Cost**	**15%**	**18%**	**Total**	**Notes**
	Soft Project Costs	$ 240,000.00	$ 36,000.00		$ 276,000.00	20% of $1.2M
	General	$ 15,000.00	$ 2,250.00	$ 2,700.00	$ 19,950.00	
	Civil	$ -	$ -	$ -	$ -	
	MEP	$ -	$ -	$ -	$ -	
	Landscape	$ 166,500.00	$ 24,975.00	$ 29,970.00	$ 221,445.00	
	Water Feature	$ -	$ -	$ -	$ -	
	Irrigation	$ -	$ -	$ -	$ -	
	Architecture- Conditioned Restrooms	$ 30,000.00	$ 4,500.00	$ 5,400.00	$ 39,900.00	
	Structural	$ 25,000.00	$ 3,750.00	$ 4,500.00	$ 33,250.00	
	Branding and Wayfinding	$ 12,000.00	$ 1,800.00	$ 2,160.00	$ 15,960.00	
	Audio Visual	$ 562,400.00	$ 84,360.00	$ 101,232.00	$ 747,992.00	
	Public Art	$ -	$ -	$ -	$ -	
	Solar Panels	$ 100,000.00	$ 15,000.00	$ 18,000.00	$ 133,000.00	
				Alternates Total:	**$ 1,487,497.00**	
				GRAND TOTAL:	**$ 10,705,662.70**	

TBG – [210] 366 9933 – tbgpartners.com
430 austin street, suite 100, san antonio, tx 78215
The information shown is subject to change without notice.

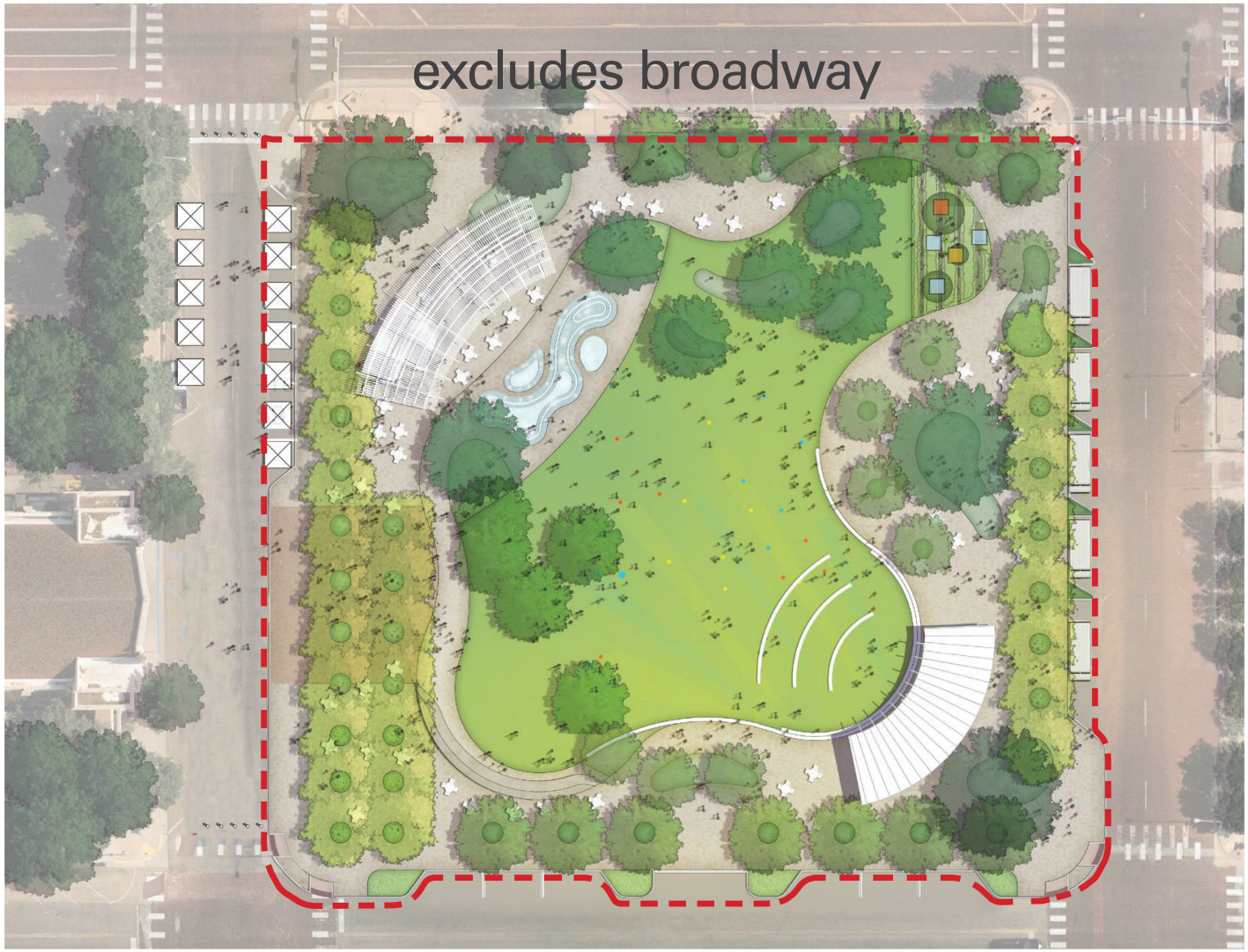
base scope

- water feature	$1,305,000
- restroom pav.	$912,000
- stage	$893,000
- landscape	$785,000
- MEP	$750,000
- site/civil	$571,000
- public art	$266,000
- audio/visual	$152,000
- brand/signage	$133,000
- structural	$66,500
- irrigation	$60,000

TOTAL: $5.89M

+ demolition	$1,000,000
+ soft costs	$1,000,000
- $$ raised	$3,000,000

FUNDRAISING GOAL:
$4.89M



TBG

lubbock civic park
schematic design

phasing

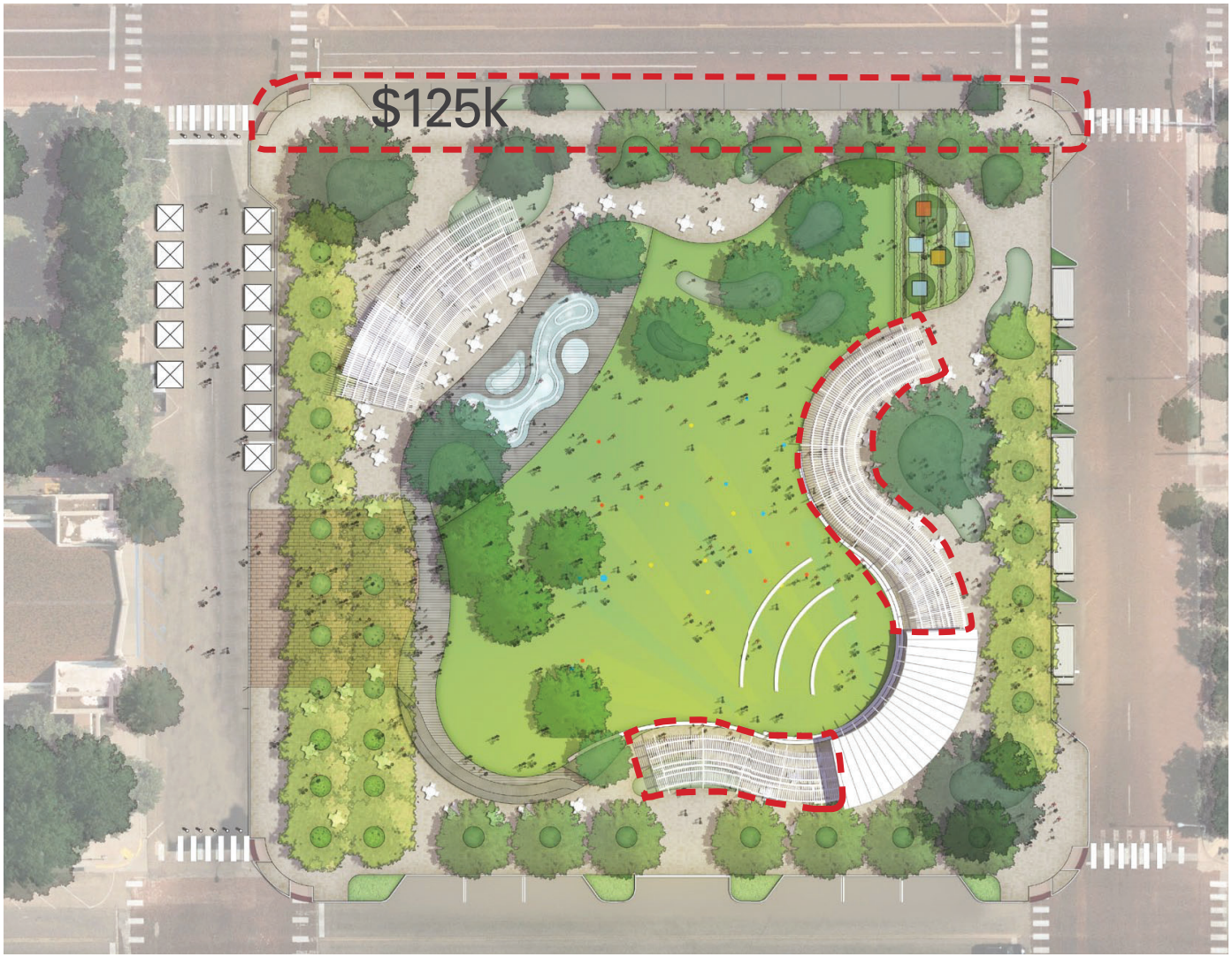
Lubbock, Texas
08/24/2021
City of Lubbock

0 25' 50' 100'

TBG – [210] 366 9933 – tbgpartners.com
430 austin street, suite 100, san antonio, tx 78215
The information shown is subject to change without notice.

preferred alternates

- shade armature	**$1,330,000**
- water feature upgrades	$440,000
- landscape upgrades	$390,000
- site/civil upgrades	$210,000
- MEP upgrades	$138,000
- public art (murals)	$66,000
- interpretive signage	$50,000
- rainwater harvesting	$33,000
- structural upgrades	$33,000
- additional soft costs	$275,000
TOTAL:	**$3.35 M**



TBG

lubbock civic park
schematic design

phasing

Lubbock, Texas
08/24/2021
City of Lubbock

0 25' 50' 100'

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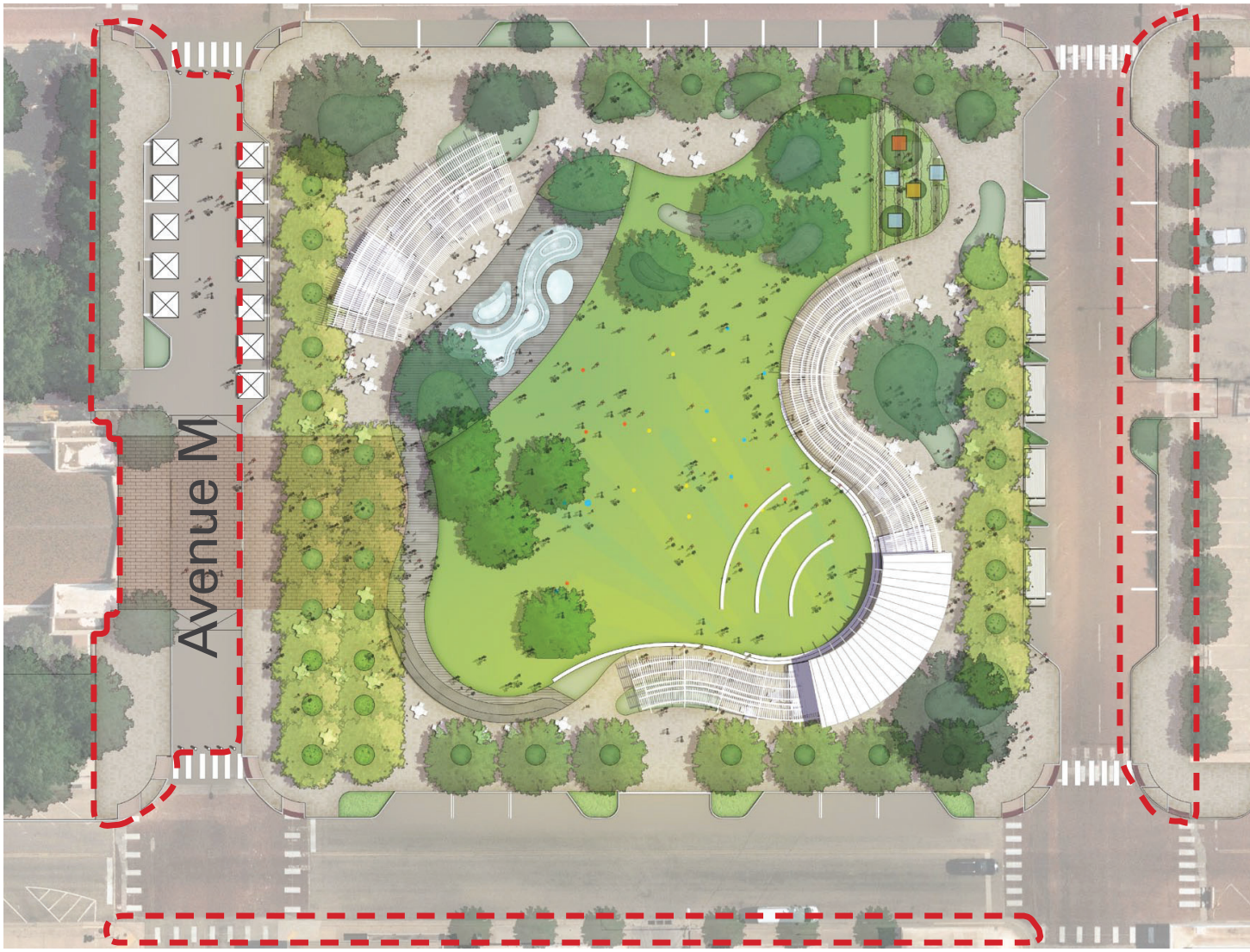
tier 2 alternates

- full audio/visual	**$750,000**
- landscape upgrades	$225,000
- solar panels	$133,000
- site/civil upgrades	$110,000
- conditioned restrooms/av	$40,000
- add'l structure	$33,000
- branding/signage	$15000
- additional soft costs	$275,000
TOTAL:	**$1.57 M**



TBG

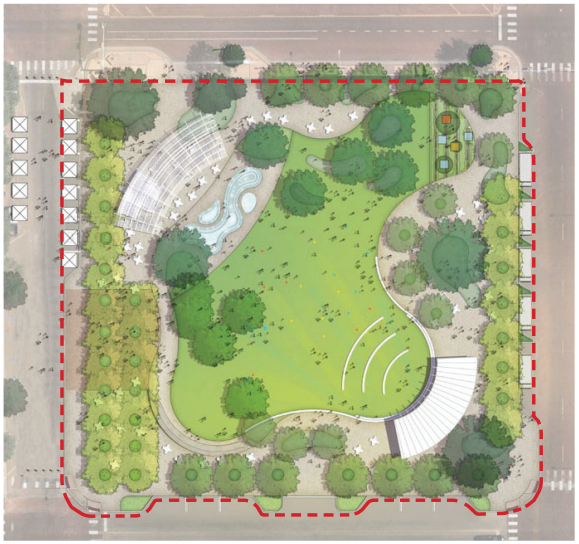
lubbock civic park
schematic design

phasing

Lubbock, Texas
08/24/2021
City of Lubbock

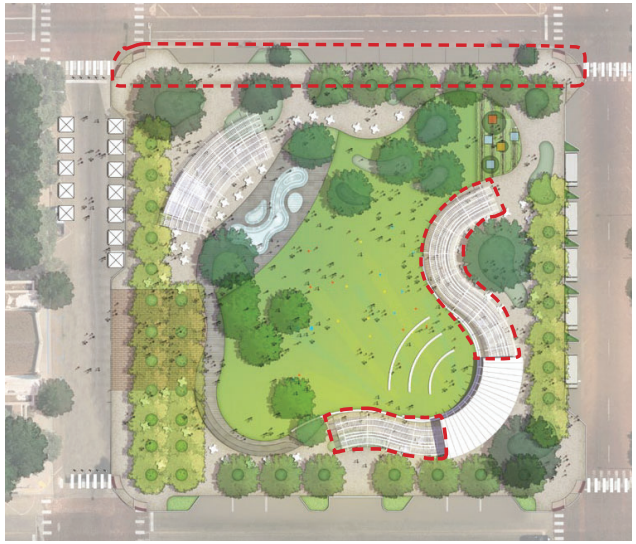
0 25' 50' 100'

TBG – [210] 366 9933 – tbgpartners.com
430 austin street, suite 100, san antonio, tx 78215
The information shown is subject to change without notice.



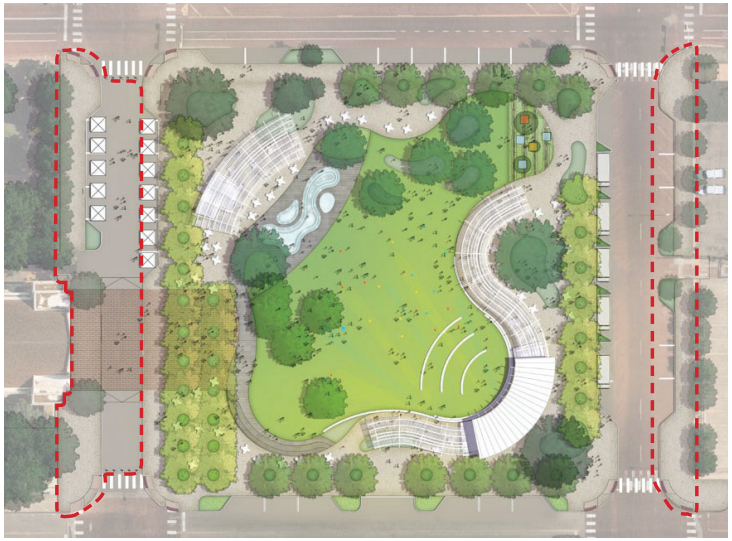
base scope $5.89m

"curb in"



tier 1 alternates $3.35m

+ broadway
+ shade armature
+ misc improvements/upgrades



tier 2 alternates $1.57m

+ avenue M
+ full A/V
+ adjacent streetscapes (L & 13th)
+ misc improvements/upgrades

Total: $10.8m

TBG

lubbock civic park

schematic design

phasing

Lubbock, Texas
08/24/2021
City of Lubbock

0 25' 50' 100'

TBG – [210] 366 9933 – tbgpartners.com
430 austin street, suite 100, san antonio, tx 78215
The information shown is subject to change without notice.

FIRST UNITED METHODIST CHURCH • LUBBOCK
FIRSTLBK
MOVED BY JESUS. LOVING PEOPLE. SERVING ALL.

First United Methodist Church
1411 Broadway
Lubbock, TX 79401
806-763-4607
www.fumc.com

Date: September 15, 2021

To: Mayor Dan Pope
Mayor Pro Tem Jeff Griffith
Councilman Juan A Chadis
Councilwomen Shelia Patterson Harris
Councilman Steve Massengale
Councilman Randy Christian
Councilwoman Latrelle Joy
City Manage Jarrett Atkinson

The revitalization of Downtown Lubbock has been a focus of the City Council and larger community for years. Since 1892, First United Methodist Church (First LBK) has been located in the heart of the downtown area and has been a driving force in the growth of our community. All members, past and present, are proud to be leaders in the heritage and value system at the center of this great community.

First LBK is excited for the development of downtown to become yet again a vigorous and living urban center. We have reviewed the vision and plans of the proposed City Park - as a part of a much broader vision for the downtown area – to be constructed directly east of our church. The rendering is beautiful, and we can envision the City Park as an asset to the community as well as our church! We support the city's vision for the park and look forward to continued conversation regarding the role we play as neighbors to this bold downtown addition.

Thank you for allowing First LBK to share in the bright future of Downtown Lubbock. Please do not hesitate to contact us in order that we can be of assistance in this project moving forward.

Jarrod Miller
Chairman, Bd. Of Trustees

Rob Allison
Park Liaison to City

Todd Salzwedel
Senior Pastor, First LBK

Regular City Council Meeting **8. 2.**

Meeting Date: 09/28/2021

Information

Agenda Item

Resolution - City Manager: Consider a resolution authorizing the Mayor, to execute a Grant Agreement and related documents, by and between the City of Lubbock and the CH Foundation, for receipt of Grant Funds for the construction of a Downtown Civic Park, located at 1301 Broadway.

Item Summary

On June 9, 2020, the City Council approved Resolution No. 2020-R0187 to approve and adopt the Updated Downtown Master Plan as recommended by the Central Business District Tax Increment Financing Reinvestment Zone (CBD TIF) Board of Directors. The plan includes many recommendations for downtown redevelopment. Green space is a key component in the City's plan for downtown redevelopment, and one of the recommendations is for a large, centralized Civic Park on Broadway at the former Lubbock Power & Light location. This park will serve as a multi-functional "living room" for all of Lubbock, filling a great need for an iconic and vibrant hub of activity in the heart of downtown.

On May 1, 2021, the City of Lubbock submitted an application for support of the Civic Park Project. On July 9, 2021, the City received notice that the CH Foundation voted to support the project at an amount of $500,000. The grant will be paid in January of 2022, and must be used for park construction no later than December 31, 2022.

Acceptance of the grant must be submitted to the CH Foundation no later than October 1, 2021.

Fiscal Impact

This grant is fully funded by the CH Foundation and therefore, does not require a local match. Acceptance of this grant will result in no additional cost to the City of Lubbock.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Attachments

Resolution

CHF Grant Agreement - S

Award Letter

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 Grant Agreement, by and between the City of Lubbock and the CH Foundation, for the receipt of Grant Funds for the construction of a Downtown Civic Park, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.CHFoundationGrant
08.19.21

July 1, 2021

GRANT AGREEMENT

In response to your grant request, the Trustees of The CH Foundation approved a 2021 grant award in the amount of **$500,000** to the **City of Lubbock** designated for the **Downtown City Park** as outlined in the grant award letter of July 1, 2021, subject to receipt of this signed Grant Agreement by October 1, 2021.

Conditions:

1. The CH Foundation expects that grant proceeds will be used exclusively for the program or project described in the grant award letter and this agreement.
2. Any funds not used or committed for the specific purpose of the grant within the specified term of the proposal must be returned to The CH Foundation, unless otherwise authorized in writing.
3. Grantee agrees not to make public announcements or distribute press releases concerning this grant or any information regarding The CH Foundation without prior written approval of the Foundation.
4. Grantee will provide a written report as soon as possible within twelve months of receipt of the grant. It is preferred that you use the form located inside the website portal at www.chfoundation.com. Please log into your specific organization and select the current grant to complete the online report. Earlier reports may be requested and updates are always appreciated and beneficial.
5. Grantee is required to maintain records of receipts and expenditures regarding this grant award and to make the books and records available to The CH Foundation upon request.
6. Grantee warrants and represents that its receipt of this grant will not adversely affect the grantee's status as a tax-exempt charity under the Internal Revenue Code.
7. Grantee will furnish to The CH Foundation any information concerning a change or proposed change in the grantee's tax-exempt status.
8. If grantee's tax-exempt status changes, The CH Foundation reserves the right to have all remaining grant funds returned immediately.

Signify your agreement to the foregoing terms and conditions by having the duly authorized administrator and board chair sign this form and return this agreement to:

The CH Foundation, 6102 82nd Street, #8A, Lubbock, TX 79424
www.chfoundation.com

Organization	Date
(Print) Chief Administrator	(Print) Board Chair
(Sign) Chief Administrator	(Sign) Board Chair

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:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

The CH Foundation

The Legacy of Christine DeVitt

July 1, 2021

City of Lubbock
Ms. Rebecca Webb
1314 Ave K
Lubbock, Texas 79401

Dear Rebecca:

We are pleased to inform you that the Board of Trustees of The CH Foundation approved a 2021 grant award to **City of Lubbock** in the amount of **$500,000** designated to support the construction of the Downtown City Park located at 1301 Broadway.

As this project continues to evolve and develop over the next year, the Trustees request periodic updates regarding demolition, budget and project timelines.

You will receive the grant funds in December 2021, provided we receive the enclosed ***signed original Grant Agreement*** at your earliest convenience, but no later than **October 1, 2021**. Please retain this cover letter for your files.

Please make special note of item number four on the Grant Agreement. Grantees must provide a written report within twelve months of receipt of the grant award. It is preferred that you use the form located inside the website portal at www.chfoundation.com. You will log into your specific organization and select the current grant to complete the report. Earlier reports may be requested and updates are always appreciated and beneficial.

We look forward to working with you and your organization in the coming months.

Sincerely,

Sandy Ogletree
Executive Director
sogletree@chfoundation.com

Heather Hocker
Grants Administrator
hhocker@chfoundation.com

Regular City Council Meeting **8. 3.**

Meeting Date: 09/28/2021

Information

Agenda Item

Board Appointments - City Secretary: Consider a resolution to nominate board members to serve as Appraisal District Directors for the Lubbock Central Appraisal District.

Item Summary

Section 6.03 of the Texas Property Tax Code establishes the selection process for the appraisal district directors. Before October 15, 2021, the presiding officer of the governing body shall submit the name(s) of nominees to the chief appraiser, and may submit its nominations by adopting a resolution stating the candidate for each position to be filled on the Board of Directors.

The City of Lubbock currently has five directors serving on the board:

- Sonny Garza
- Brady Goen
- Greg Jones
- Bobby McQueen
- Noe Reynolds

All of the aforementioned are eligible for reappointment.

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Resolution

RESOLUTION

WHEREAS, Section 6.03 of the Tax Code of the State of Texas applies to and is controlling on the City of Lubbock, Texas, as a taxing unit; and

WHEREAS, there is created under the provisions of this statute, a Board of Directors to govern the Appraisal District. The City of Lubbock is desirous of nominating candidates to be placed on the ballot for election to this Board of Directors as provided by this statute; NOW THEREFORE,

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

1. THAT the following persons are nominated by the governing body of the City of Lubbock as candidates for positions on the Board of Directors of the Appraisal District created for the County of Lubbock:

_____ _____

_____ _____

_____

2. THAT the names of these candidates be submitted by the Mayor to the Chief Appraiser of the Appraisal District to be placed on the ballot for election to serve two-year terms beginning January 1, 2022.

Passed by the City Council this _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
W. Jarrett Atkinson,
City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite,
First Assistant City Attorney

ccdocs/RES.BOD-Appraisal District
September 13, 2021

Regular City Council Meeting **8. 4.**

Meeting Date: 09/28/2021

Information

Agenda Item

Public Hearing - Planning: Consider a request for Zone Case 0335-C, a request of Rudy and Elida Morin, for a Specific Use for a Dance Hall on property zoned Commercial District (C-4), at 1813, 1815, and 1819 East Broadway, located north of East Broadway and west of Teak Avenue, Gearhart Addition, Block 2, Lots 20-23, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on September 2, 2021, and recommended approval of the request by a vote of 7-1-0.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance Zone Case 0335-C
Staff Report Zone Case 0335-C
Documentation Zone Case 0335-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. 0335-C; A ZONING CHANGE FROM C-4 TO C-4 SPECIFIC USE FOR A DANCE HALL, AT 1813, 1815, AND 1819 EAST BROADWAY, LOCATED NORTH OF EAST BROADWAY AND WEST OF TEAK AVENUE, GEARHART ADDITION, BLOCK 2, LOTS 20-23, 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. 0335-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 **C-4** to **C-4 Specific Use** for **a Dance Hall** zoning district at **1813, 1815, and 1819 East Broadway, located north of East Broadway and west of Teak Avenue, Gearhart Addition, Block 2, Lots 20-23,** City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the C-4 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 **1813, 1815, and 1819 East Broadway, located north of East Broadway and west of Teak Avenue, Gearhart Addition, Block 2, Lots 20-23**, 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/ZC0335-C
September 2, 2021

Planning Department
City of Lubbock

Staff Report	Zone Case 0355-C
City Council Meeting	September 28, 2021

Applicant Rudy and Elida Morin

Property Owner Rudy and Elida Morin

Council District 2

Recommendations

- Staff recommends APPROVAL of this request.

Prior Board or Council Action

- December 15, 1949: The property was annexed through Ordinance No. 942 and zoned Single-Family District (A).
- May 25, 1950: Ordinance 988. Zone Case 94-A: This property was zoned from Single-Family District (A) to Central Business District (H).
- January 29, 1952: Ordinance 1174: Zone Case 355. This property was zoned from Central Business District (H) to Commercial District (C-4).
- January 12, 2021: Zone Case 0355-B. A request for a Specific Use for a Gameroom on property zoned Commercial District (C-4) was denied by City Council.
- September 2, 2021: The Planning and Zoning Commission recommended approval of a request for a Specific Use for a Dance Hall on property zoned Commercial District (C-4) by a vote of 7-1-0.

Notification Summary

- Notifications Sent: 17
- Received In Favor: 0
- Received In Opposition: 1

Site Conditions and History

The subject property is developed with a building that was constructed in 1950. The building was previously used as a nightclub.

Adjacent Property Development

The properties to the north and east are occupied by commercial and manufacturing businesses zoned M-1 and C-4. To the south, properties are developed with commercial uses and churches. To the west is a funeral home and chapel.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 1819, 1815, and 1813 East Broadway, located north of Broadway and west of Teak Avenue. The applicant requests a Specific Use for a Dance Hall on property zoned Commercial District (C-4), Gearhart Addition, Block 2, Lots 20-23. The intent of the request is to open an event center.

Current zoning: **Commercial District (C-4)**

Requested zoning: **Commercial District (C-4) Specific Use for a Dance Hall**

Intent Statements
The intent of the current C-4 zoning is, "… to provide for heavy retail and wholesale commercial uses which serve a city-wide or regional area. Such districts should have frontage on regional thoroughfares such as state or federal highways. Because of the heavy commercial nature of the permitted uses, compatibility with adjacent residential areas should be carefully considered."

The intent of the requested 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. The regulations require specific site planning on all aspects of proposed development to ensure that any variations of land uses or land use standards will be in harmony with the purposes and objectives of the zoning ordinance."

Traffic Network/Infrastructure Impacts
The proposed zone change location is along Broadway, which is designated as a Minor Arterial. Minor Arterials are intended to move high volumes of traffic at relatively high speeds. The current infrastructure is suitable for the requested zone change in this location.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area. This property is immediately adjacent to both commercial and manufacturing districts. The subject property was previously in use as a nightclub; however, because there was a period of over a year where there was no business conducted in the building, this property has lost the nonconforming nightclub use.

Conformance with Zoning Ordinance
The proposed Specific Use is appropriate in this location and is in conformance with the zoning ordinance. The applicant intends for this property to be used as an event center. Currently, the Code of Ordinances does not have a use for event center and it is most compatible with the Dance Hall Specific Use.

Suitability of Property for Allowed Uses
The property is suitable for the proposed use as an event center and does not 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 0335-C

Allowable Uses: Commercial District (C-4)

Specific Use District

Transportation: The proposed development has points of access from Broadway.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Broadway *Minor Arterial, Completed*	R.O.W. 100 feet, four-lane, undivided, paved	R.O.W. 100 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

5.1 **Case 0335-C:** Rudy and Elida Morin

Request for a Specific Use for a Dance Hall on property zoned Commercial District (C-4), at:

- 1813, 1815, and 1819 East Broadway, located north of East Broadway and west of Teak Avenue, Gearhart Addition, Block 2, Lots 20-23.

PLANNER BAILEY SHILLINGS stated there were seventeen (17) notifications sent out. There have been zero (0) returned in favor and one (1) returned in opposition. Staff shared the location of the property including pictures and maps and discussed the surrounding area. Staff recommends approval of this request.

APPLICANT ELIDA MORIN 3619 27th Street and **REGINA MORIN** 4709 46th Street stated they want to use the building for events that will only have a positive effect on the area; they intend for the building to be an event center, not a bar. They will have adequate parking.

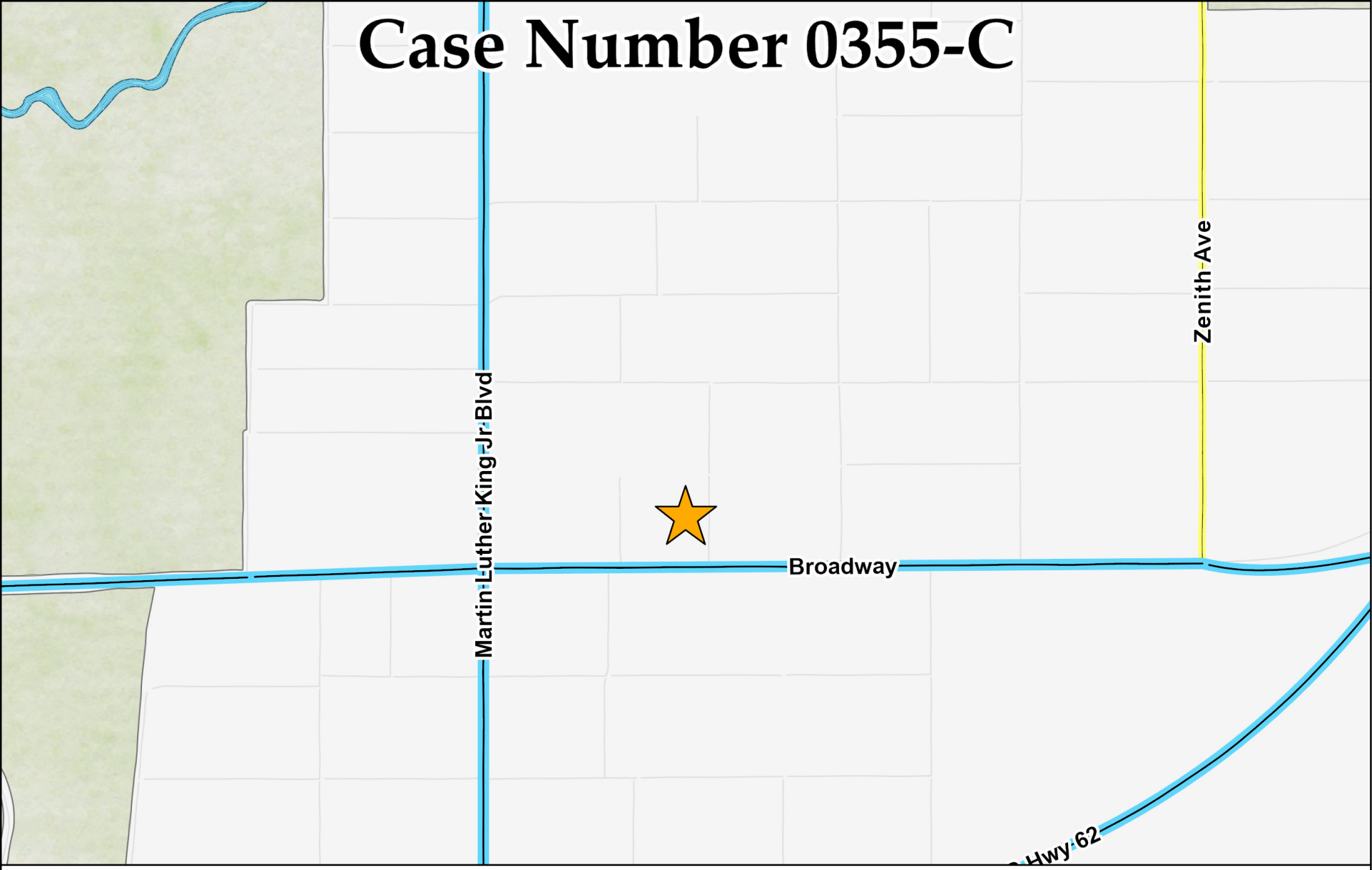
BOARDMEMBER RENEE CAGE asked if they will sell alcohol. The applicant stated they will not sell alcohol, but events will have the option to bring alcohol. No glass containers will be allowed.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 0335-C** a motion was made by **JORDAN WHEATLEY** and seconded by **JAMES BELL** to approve the request and the Commission members voted 7 (in favor) to 1 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.

RENEE CAGE cast the vote in opposition.

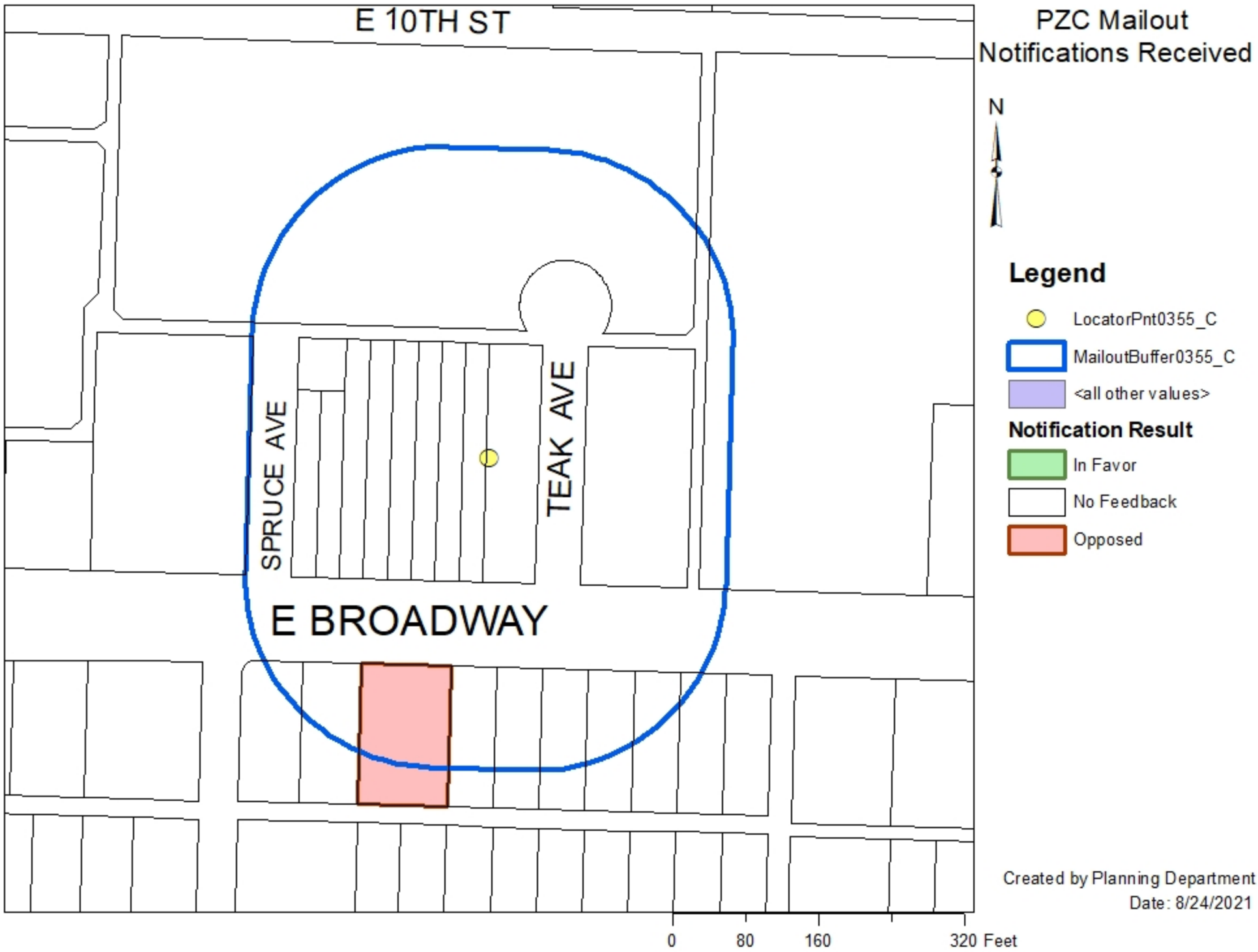
Case Number 0355-C



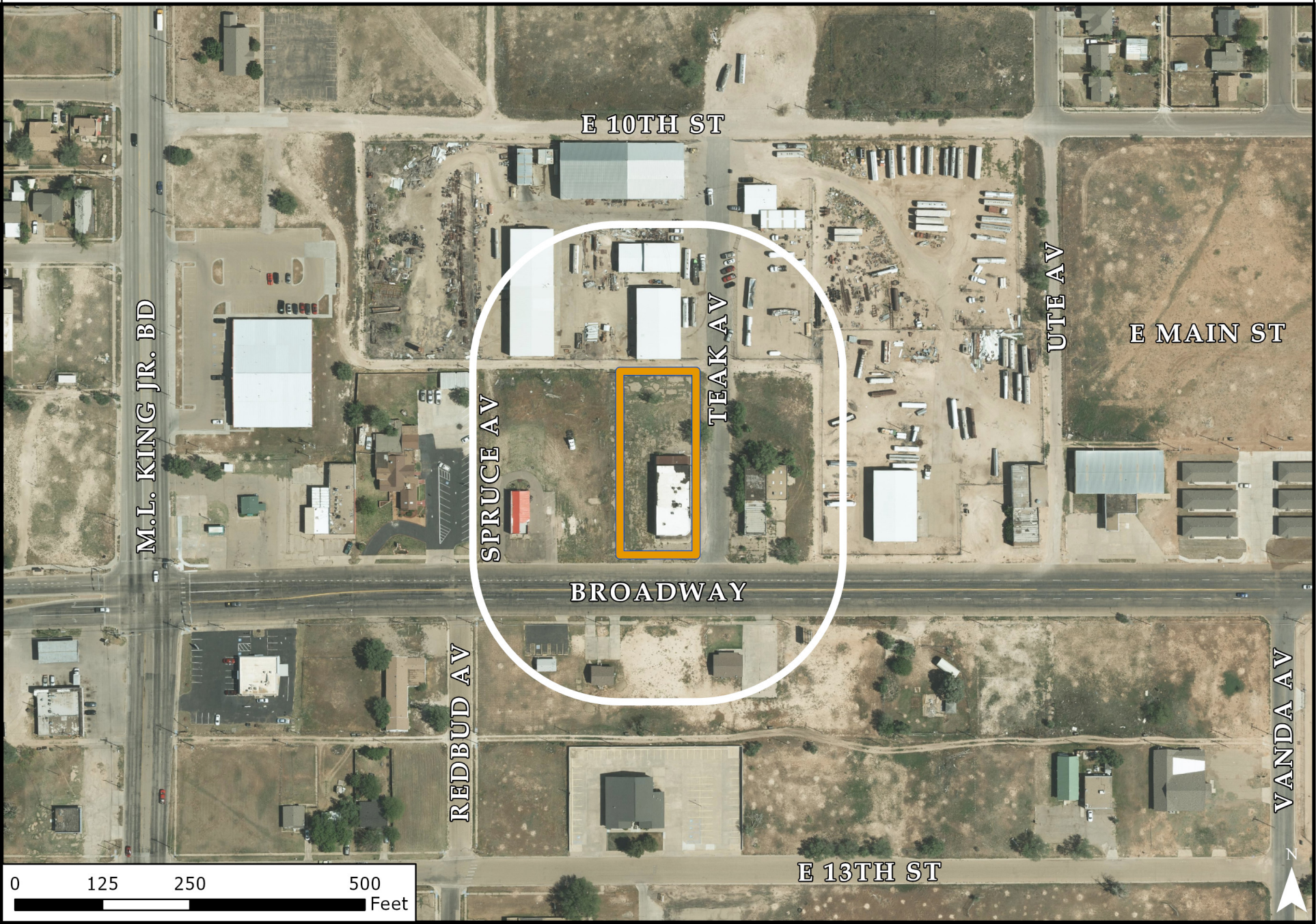
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

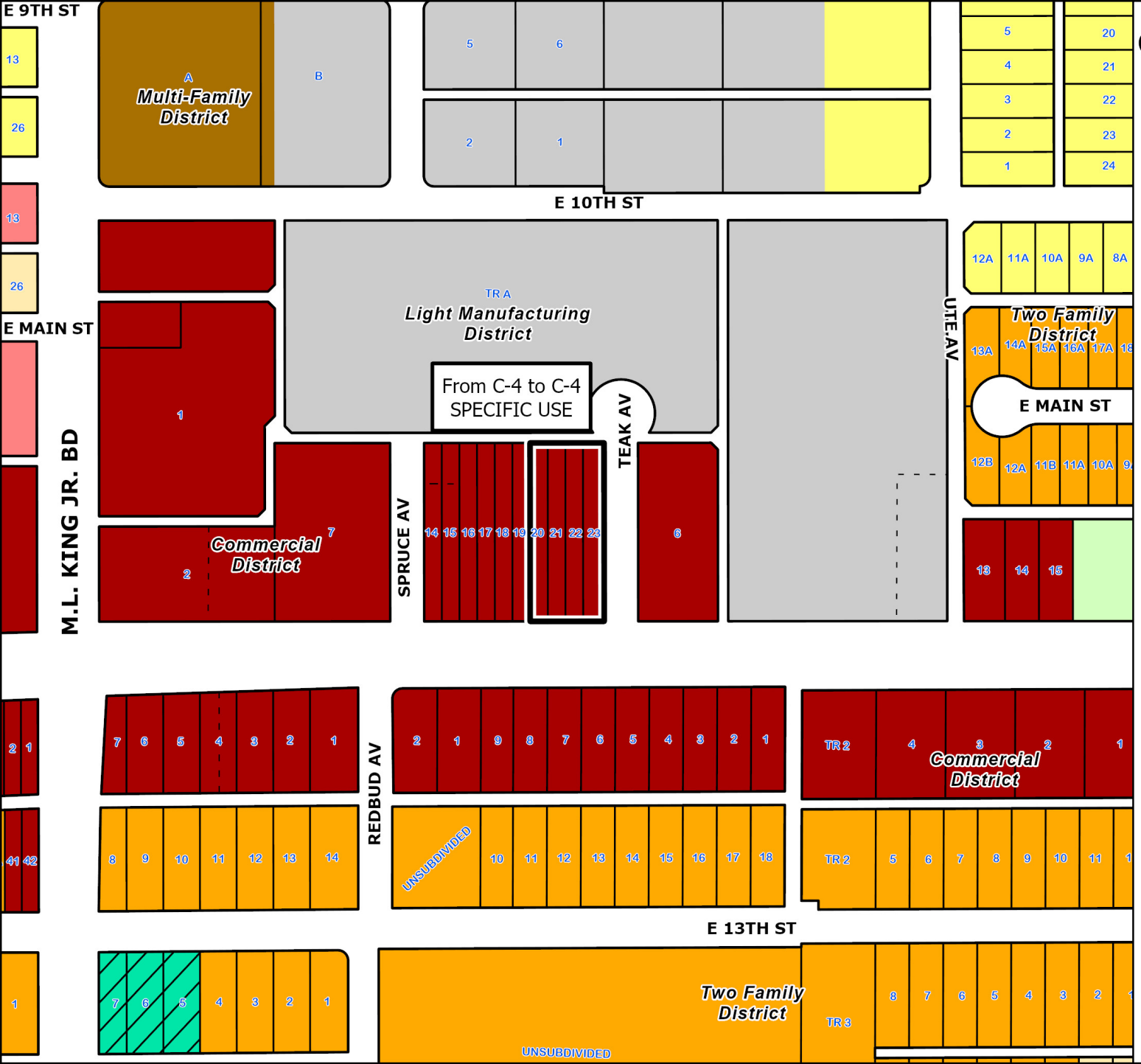
N
W E
S

Date Exported: August 2021


E 10TH ST
SPRUCE AVE
TEAK AVE
E BROADWAY
PZC Mailout
Notifications Received
N
Legend
LocatorPnt0355_C
MailoutBuffer0355_C
<all other values>
Notification Result
In Favor
No Feedback
Opposed
0
80
160
320 Feet
Created by Planning Department
Date: 8/24/2021

Case Number 0355-C





Current Zoning
0355-C

Zoning Districts

- Family Apartment
- Apartment-Medical Specific Use
- Restricted Local Retail
- General Retail
- Commercial
- Light Manufacturing
- Single Family
- Two Family
- Multi-Family

N

0 75 150 300 Feet

City of Lubbock TEXAS

Date Exported: August 2021

0355-C

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: 1819 East Broadway (Lots 1 1813 East Broadway / 1815 East Broadway)

Lots/Tracts: Dearhart Blk 2 L22 & 23 / Lots 5 Dearhart Blk 2 L20 / Dearhart Blk 2 L21

Survey & Abstract: Inheritance

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 0.34 acres / 0.16 / 0.16

Existing Land Use: Commercial C4 Existing Zoning: C4

Requested Zoning: C4 - DANCE HALL

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: N/A

Name:

Address: City: State:

ZIP Code: Telephone: Email:

Applicant's Signature:

Date: Printed Name:

Owner Information

Firm Name: Rudy & Elida Morin

Owner: Rudy & Elida Morin

Address: 3619 27th St City: Lubbock State: Texas

ZIP Code: 79410 Telephone: 806 773 6903 Email: RudyMorin@hotmail.com

Property Owner's Signature: Elida Morin

Date: July 29, 2021 Printed Name: Elida Morin

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.

ELIDA MORIN

3619 2TH STREET

LUBBOCK, TEXAS 79410

TO: MEMBERS OF PLANNING AND ZONING COMMISSION

RE: 1819 EAST BROADWAY

HELLO, MY NAME IS ELIDA MORIN, I AM CURRENTLY EMPLOYED AT WALMART AND MY HUSBAND IS EMPLOYED WITH SOUTHERN MAIL SERVICES AND ARE OWNERS OF 1819 EAST BROADWAY.

THIS BUILDING ONCE BELONGED TO MY FATHER JOSE FLORES, WHICH HE OWNED FOR OVER 40 YEARS.

WE HAVE BEEN CLOSED FOR ALMOST 14 YEARS, DUE TO HARMON TANK CO LOCATED BEHIND US. ONE OF THEIR TANKS BLEW UP AND CAUSE MAJOR DAMAGE TO THE INTERIOR OF OUR PROPERTY. THE GRID AND FOAM CAME DOWN AS BROKEN MIRROR AND OTHER DAMAGES DUE TO THE EXPOSION. WE WERE LEFT TO CLEAN UP AT OUR OWN EXPENSE. WE DID TRY A LAWSUIT BUT DUE TO A GLITCH, WE WERE UNABLE TO SUE (HARMON HAD SEVERAL LAWYERS, I HAD ONE).

WITH THAT SAID, MY DAUGHTER, DAUGHTERS IN LAWS AND MYSELF, HAVE DECIDED TO INVEST INTO IT AND TURN IT INTO A VENUE FOR WEDDINGS, QUINCEANERAS, FAMILY REUNIONS AND OTHER FAMILY EVENTS.

AS FOR MYSELF, I CANNOT CONTROL PEOPLES ACTIONS, WHICH IS TRUE FOR ANY PLACE OF BUSINESS, STORES, CHURCHES, ETC... THE CROWD WOULD BE DIFFERENT AS PER EVENT.

WE ARE CURRENTLY ZONE C4, AND OPERATED AS A NIGHT CLUB PRIOR TO EXPLOSION. WE ARE NOT LOCATED NEAR RESIDENCE AND CHURCHES AND ARE TRULY COMMITTED TO MAKE THIS PLACE A GOOD AND SAFE EVENT CENTER FOR THE COMMUNITY.

SO, I AM ASKING FOR THE COMMITTEE TO CONSIDER THE ZONING FOR OUR EVENT CENTER.

THANK YOU.

SINCERLY,

Elida Morin

ELIDA MORIN

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.:** ***0355-C***

In Favor ____

Opposed ✓

Reasons and/or Comments:

I have two C4 commercial properties.
I would like for it to remain C4.
1806 East Broadway
1702 East Broadway Smiley's fish chicken n-more

Print Name Terry Humphrey

Signature: Terry Humphrey

Address: 6310 76th St. Lbb TX 79424

Address of Property Owned: 1806 E Broadway, 1702 E Broadway

Phone Number: (806) 543-8855

Email: Terryhumphrey50@gmail.com

Zone Case Number: **0355-C** R124702

HUMPHREY, TERRY
6310 76TH ST

LUBBOCK TX 79424-1757

RECEIVED
AUG 24 2021
BY:

Regular City Council Meeting **8. 5.**

Meeting Date: 09/28/2021

Information

Agenda Item

Public Hearing - Planning: Consider a request for Zone Case 2690-D, a request of AMD Engineering, LLC for KWTHEM, LLC, for a zone change from Family Apartment District (A-1) and General Retail District (C-3) to Local Retail District (C-2) with a Specific Use for a Self-Storage Facility, at 2501 Iola Avenue, located east of Iola Avenue and north of 26th Street, West End North Addition, Tract D1, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. The applicant requested a zone change to General Retail District (C-3) Specific Use; however the Planning and Zoning Commission recommended a zone change to Local Retail District (C-2) Specific Use instead. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on September 2, 2021, and recommended approval of C-2 with Specific Use for a Self-Storage Facility by a vote of 7-1-0.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance Zone Case 2690-D
Staff Report Zone Case 2690-D
Documentation Zone Case 2690-D

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 2690-D; A ZONING CHANGE FROM A-1 AND C-3 TO C-2 SPECIFIC USE FOR A SELF-STORAGE FACILITY, AT 2501 IOLA AVENUE, LOCATED EAST OF IOLA AVENUE AND NORTH OF 26TH STREET, WEST END NORTH ADDITION, TRACT D1, 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, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 2690-D

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **A-1 and C-3** to **C-2 Specific Use** for **a Self-Storage Facility,** at **2501 Iola Avenue, located east of Iola Avenue and north of 26th Street, West End North Addition, Tract D1**, City of Lubbock, Lubbock County, Texas, subject to requirements.

SUBJECT TO THE FOLLOWING REQUIREMENTS:

1. **THAT the development shall be in accordance with the proposed site plan;**

2. **THAT no windows shall be on the west side of the building.**

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 **A-1 and C-3** 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 **2501 Iola Avenue, located east of Iola Avenue and north of 26th Street, West End North Addition, Tract D1**, 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/ZC2690-D
September 2, 2021

Planning Department
City of Lubbock

Staff Report	Zone Case 2690-D
City Council Meeting	September 28, 2021

Applicant AMD Engineering, LLC

Property Owner KWTHEM, LLC

Council District 6

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- September 11, 1958: This property was annexed through Ordinance No. 002535 and zoned Single-Family District (R-1).
- April 14, 1994, Zone Case 2960: This property was rezoned from Single-Family District (R-1) to High-Density Apartment District (A-2) through Ordinance No. 009545.
- May 8, 2008, Zone Case 2690-A: This property was rezoned from High-Density Apartment District (A-2) to Family Apartment District (A-1) and General Retail District (C-3) through Ordinance No. 2008-O0044.
- July 27, 2021, Zone Case 2690-C: A zone change request from A-1 and C-3 to Interstate Highway Commercial District (IHC) was denied by City Council.
- September 02, 2021, Zone Case 2690-D: The Planning and Zoning Commission recommended approval of a zone change to C-2 Specific Use for self-storage tied to the sight plan, no windows facing west, by a vote of 7-1-0.

Notification Summary

- Notifications Sent: 40
- Received In Favor: 2
- Received In Opposition: 0

Site Conditions and History

The subject property was annexed in 1958 and has since remained undeveloped.

Adjacent Property Development

The property to the north is zoned Family Apartment District (A-1) and is developed with townhomes. The property to the east is zoned General Retail District (C-3) and is developed with a commercial business. The property to the south is zoned Interstate Highway Commercial (IHC) and is vacant. The property to the west is zoned Single Family District (R-1) and is developed with residential homes.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 2501 Iola Avenue and is located east of Iola Avenue and north of 26th Street, West End North Addition, Tract D1. The applicant requests a zone change from (A-1) and (C-3) to (C-3) Specific Use, with the intent to construct a self-storage facility.

Current zoning: **Family Apartment District (A-1) and General Retail District (C-3)**

Requested zoning: **General Retail District (C-3) Specific Use**

Intent Statements
The intent of the current A-1 zoning is "…to promote medium-density, multiple-occupancy development. The regulations are designed to promote family-oriented development which provides the occupants with the proper environmental quality, and compatibility with lower-density development. The purpose of this district is not to isolate multi-family units, but to encourage compatible residential land uses through effective planning and urban design."

The intent of the current and requested 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 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. The regulations require specific site planning on all aspects of proposed development to ensure that any variations of land uses or land use standards will be in harmony with the purposes and objectives of the zoning ordinance."

Traffic Network/Infrastructure Impacts
The proposed rezoning location will be along Iola Avenue and 26th Street, which are both designated as Collectors by the Master Thoroughfare Plan, 2018. Collectors provide access and movement within residential, commercial, and industrial areas.

Compatibility with Surrounding Property
The proposed zoning is compatible with the surrounding area and will not change the character of the existing development. The proposed use is for the development of a self-storage facility.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The principles outlined in the Comprehensive Plan designates this area for "Residential High Density" land uses and notes that land uses in these areas can take numerous forms depending on context. The level of intensity for C-3 Specific Use is appropriate for this area. The Future Land Use Plan designates the surrounding properties for Residential High Density use. Although the C-3 Specific Use zoning is not consistent with the Future Land Use Plan, it is appropriate next to the established commercial use to the east and the IHC zoning to the south.

Conformance with Zoning Ordinance
The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other residential and commercial uses that are already established.

Suitability of Property for Allowed Uses
The property is suitable for the proposed uses and will not need additional public improvements to support the intensity of uses described in the C-3 zoning district or the Specific Use for a self-storage facility.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C Aerial Map
D. Zoning Map
E. Future Land Use Map
F. Photos
G. Application and supporting documentation

Staff Contacts

Ashley Vasquez
Planner
Planning Department
806-775-2107
ashleyvasquez@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 2690-D

Allowable Uses: General Retail District (C-3)

Specific Use District

Transportation: The proposed development has points of access from Iola Avenue, 26th Street and 24th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Iola Avenue, *Collector, Not Completed*	R.O.W. 64 feet, two-lane, undivided, paved	R.O.W. 64 feet, three-lane, undivided, paved
26th Street, *Collector, Not Completed*	R.O.W. 64 feet, two-lane, undivided, paved	R.O.W. 64 feet, three-lane, undivided, paved
24th Street, *Collector, Not Completed*	R.O.W. 64 feet, two-lane, undivided, paved	R.O.W. 64 feet, three-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.2 **Case 2690-D:** AMD Engineering, LLC for KWTHEM, LLC

Request for a zone change from Family Apartment District (A-1) and General Retail District (C-3) to General Retail District (C-3) with a Specific Use for a Self-Storage Facility, at:

- 2501 Iola Avenue, located east of Iola Avenue and north of 26th Street, West End North Addition, Tract D1.

PLANNER ASHLEY VASQUEZ stated there were forty (40) notifications sent out. There have been two (2) returned in favor and zero (0) in opposition. Staff shared the location of the property including pictures and maps and discussed the surrounding area. Staff recommends approval of this request.

BOARDMEMBER JAMES BELL asked if the streets were reviewed for this location. Staff advised the Engineering Department is given the opportunity to review zone cases prior to the Planning and Zoning Commission hearing and no comments were made on this case.

BOARDMEMBER DAN WILSON asked why they are requesting C-3 Specific Use instead of C-2 Specific Use.

APPLICANT WILL STEPHENS, AMD Engineering, LLC, 6515 68th Street, explained why this request is coming back to the Commission and items proposed on the site plan including trees, brick walls, etc. There will be no windows facing west and he is open to visiting with the residents before moving forward if needed.

BOARDMEMBER JAMES BELL wanted to make sure the applicant understands the setbacks for a multi-story development.

OPPOSITION - JOE KJOSA 6310 22nd Street, advised he is against a self-storage facility in his neighborhood. There are already several. He feels like 24th and 26th Street may not be able to handle heavy traffic. He would like GRACO to find another use for the properties that would be better for the neighborhood.

REPRESENTATIVE TYLER PARR 5307 W Loop 289 Suite 300, with GRACO, stated they could go to C-2 zoning instead of C-3 if needed.

No one spoke in favor of the request.

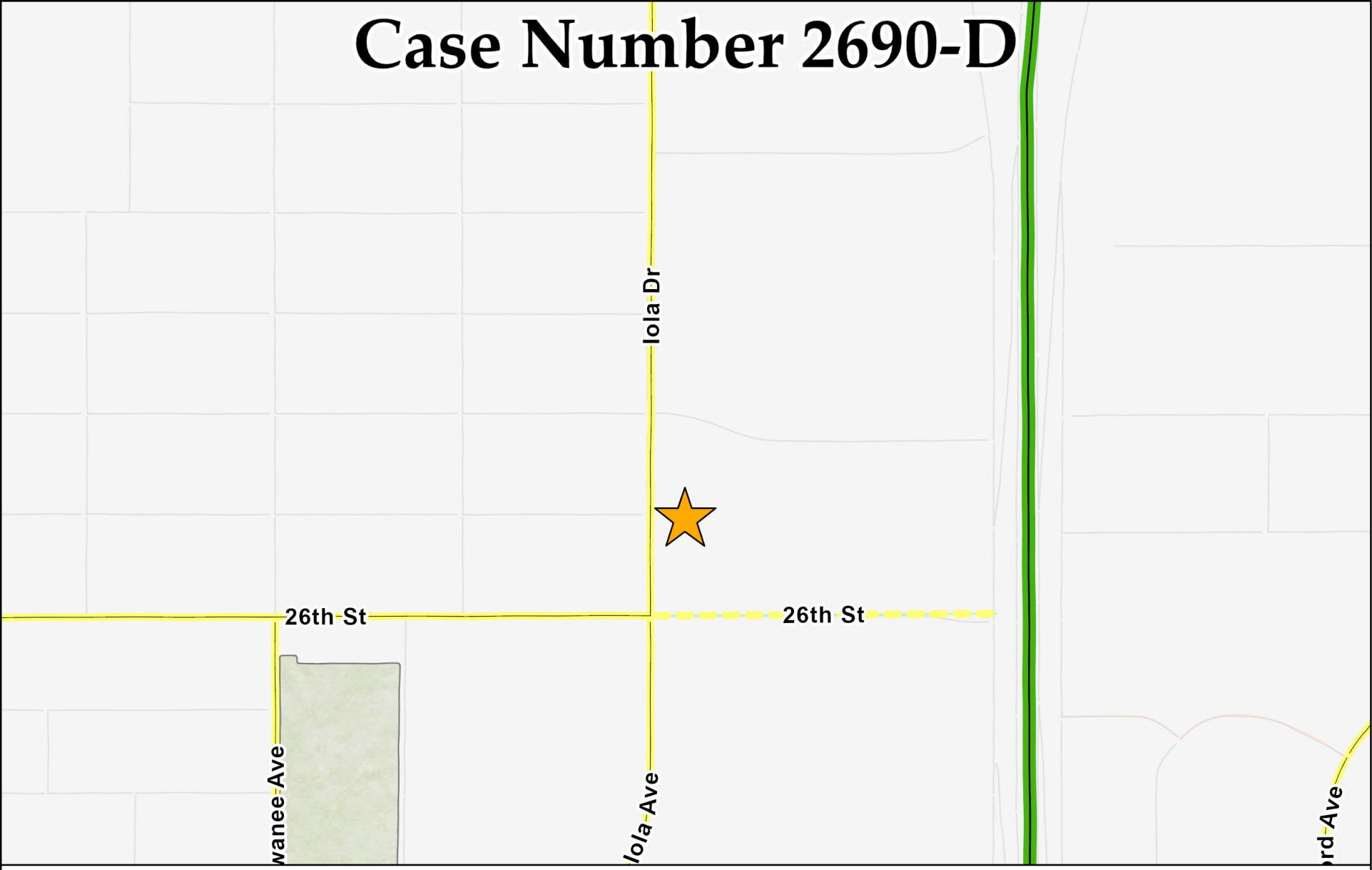
In the matter of **Zone Case 2690-D** a motion was made by **JORDAN WHEATLEY** and seconded by **DAN WILSON** to approve a zone change to C-2 with a Specific Use for a Self-Storage Facility with conditions, and the Commission members voted 7 (in favor) to 1 (in opposition) to approve the motion with the following conditions:

1. Tied to the proposed site plan.
2. No windows are allowed on the west side of the building.

Item will be forwarded to City Council for consideration.

JAMES BELL case the vote in opposition.

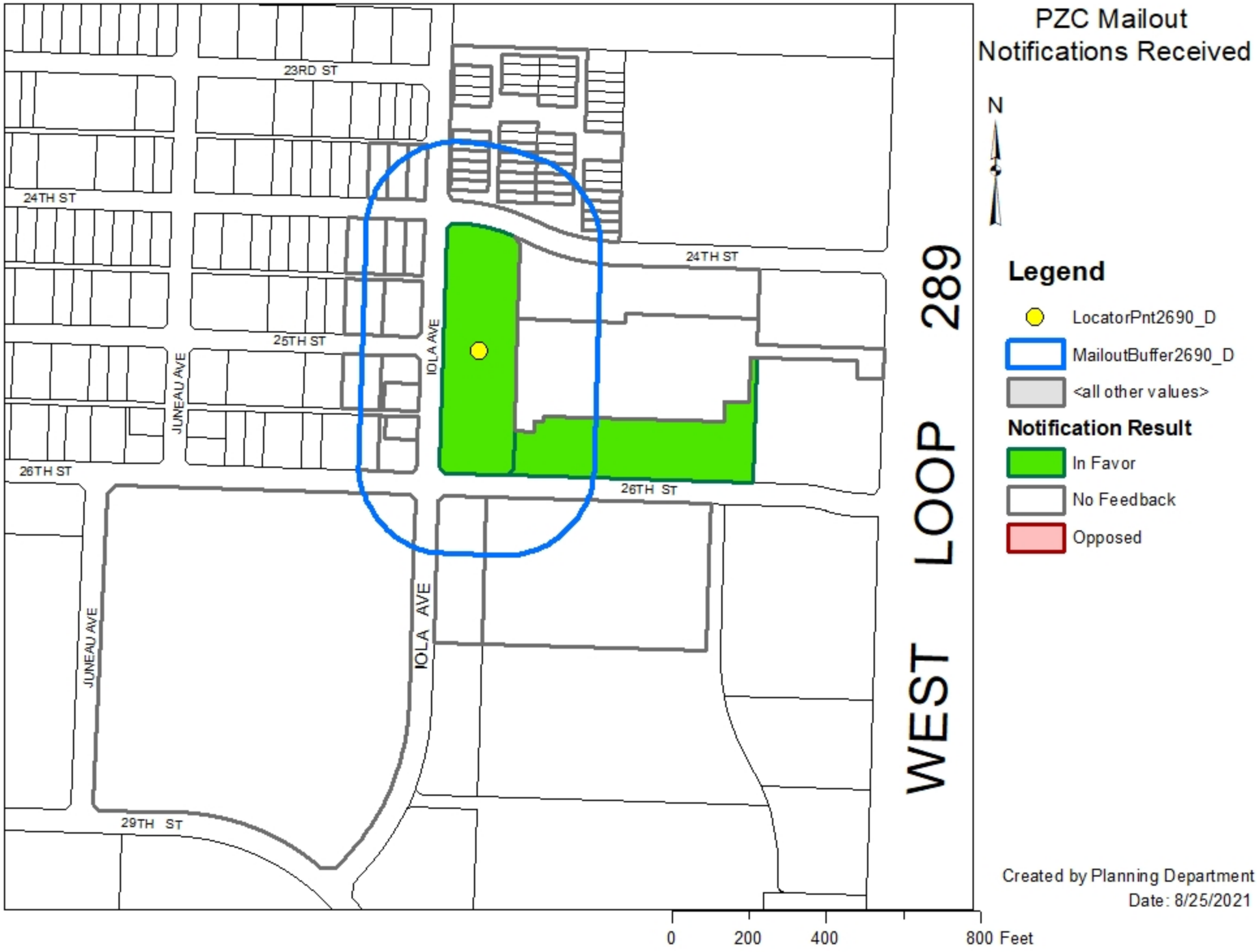
Case Number 2690-D



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: August 2021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Notifications Received
N
Legend
LocatorPnt2690_D
MailoutBuffer2690_D
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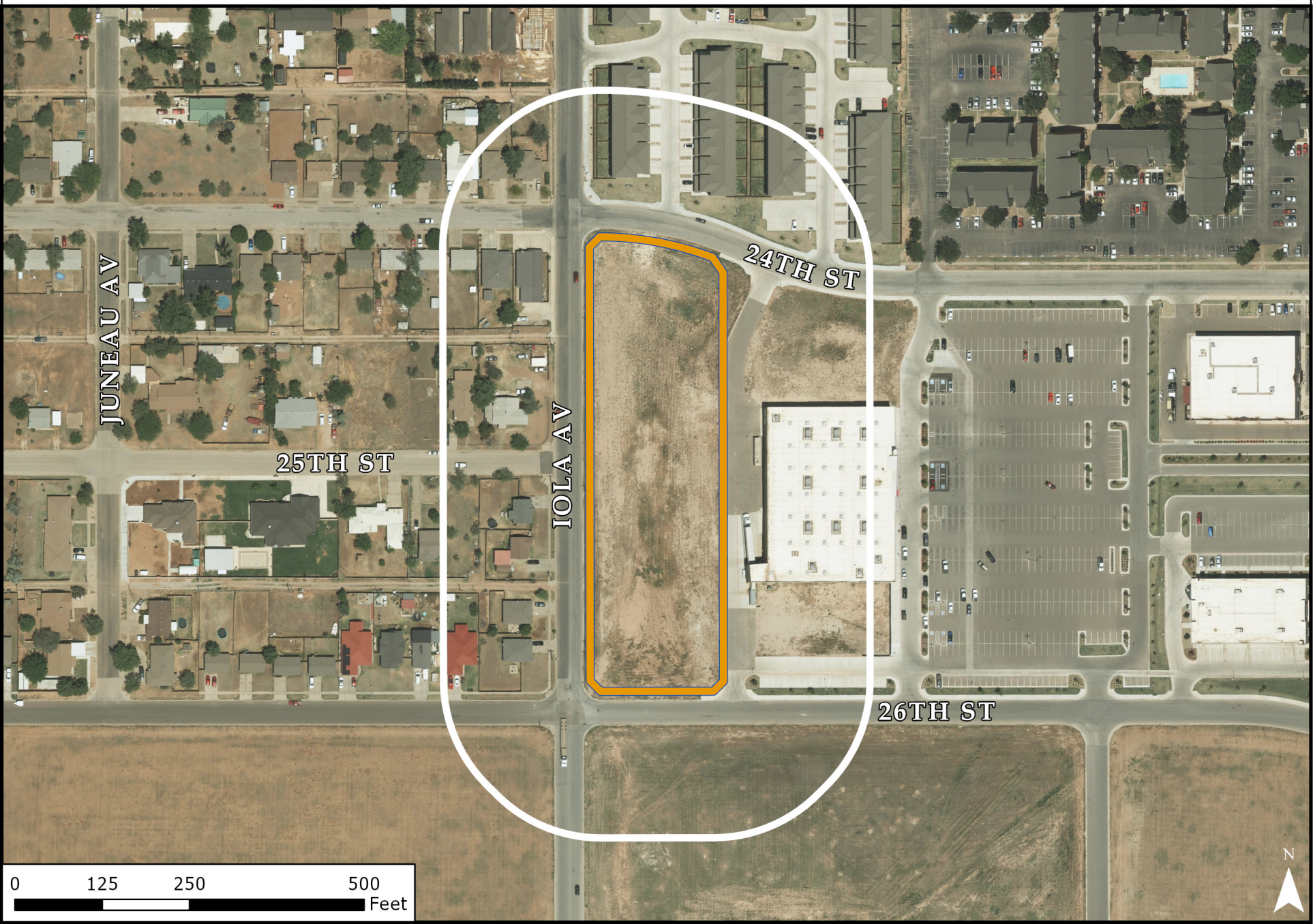
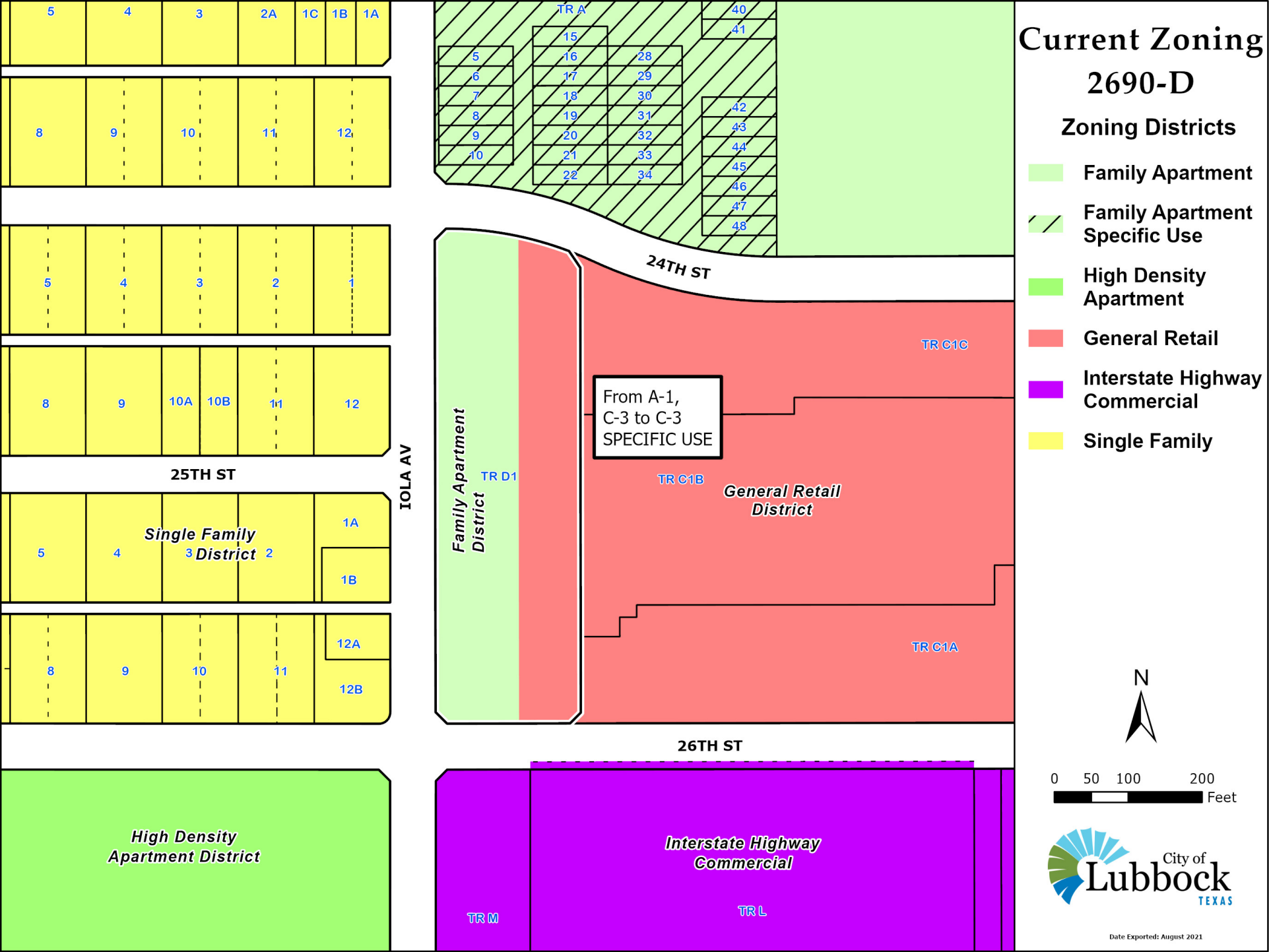
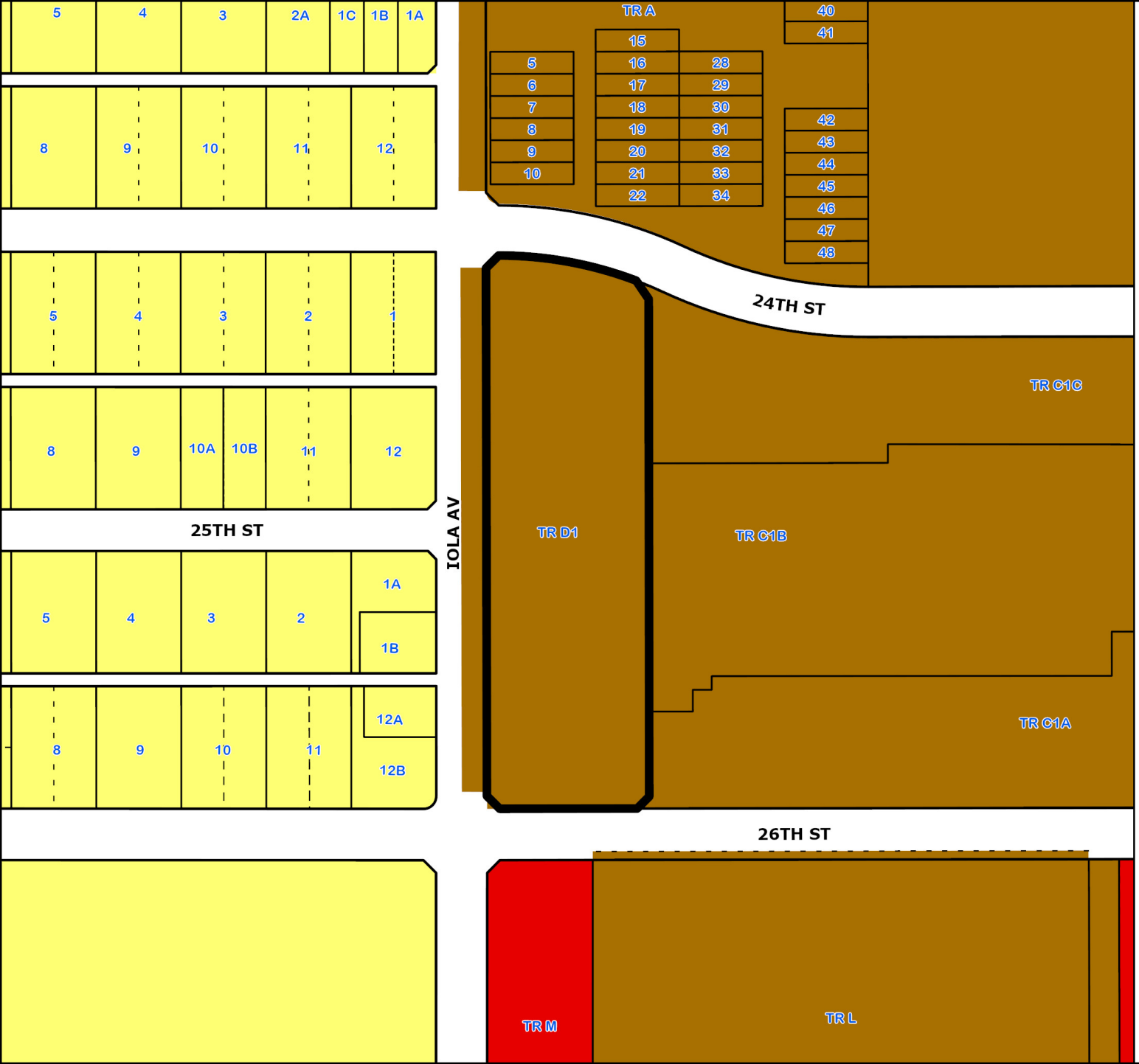
Notification Result
In Favor
No Feedback
Opposed
23RD ST
24TH ST
24TH ST
25TH ST
26TH ST
26TH ST
29TH ST
IOLA AVE
IOLA AVE
JUNEAU AVE
JUNEAU AVE
WEST LOOP 289
0
200
400
800 Feet
Created by Planning Department
Date: 8/25/2021

Case Number 2690-D




Current Zoning
2690-D
Zoning Districts
Family Apartment
Family Apartment Specific Use
High Density Apartment
General Retail
Interstate Highway Commercial
Single Family
24TH ST
25TH ST
26TH ST
IOLA AV
TR A
TR C1C
TR C1B
TR C1A
TR D1
TR M
TR L
From A-1, C-3 to C-3 SPECIFIC USE
Family Apartment District
General Retail District
Single Family District
High Density Apartment District
Interstate Highway Commercial
N
0 50 100 200
Feet
City of Lubbock TEXAS
Date Exported: August 2021



Future Land Use Plan
Case 2690-D

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: August 2021

2690-D

View of the subject property to the east

View of property to the north

View of property to the south

View of property to the west

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 2501 IOLA AVENUE, LUBBOCK, TEXAS 79407

Lots/Tracts: WEST END NORTH - TRACT D-1

Survey & Abstract: _____

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 2.79

Existing Land Use: _____ Existing Zoning: A-1 & C-3

Requested Zoning: C-3 WITH SPECIFIC USE FOR SELF-STORAGE

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: AMD ENGINEERING, LLC

Name: WILL STEPHENS

Address: 6515 68TH ST., SUITE 300 City: LUBBOCK State: TX

ZIP Code: 79424 Telephone: 806-771-5976 Email: WSTEPHENS@AMDENG.COM

Applicant's Signature: _____

Date: 07/29/2021 Printed Name: WILL STEPHENS

Owner Information

Firm Name: KWTHEM, LLC

Owner: TYLER PARR

Address: PO BOX 65207 City: LUBBOCK State: TX

ZIP Code: 79407 Telephone: 806-745-9718 Email: TYLER@GRACOREALESTATE.COM

Property Owner's Signature: _____

Date: 07/29/2021 Printed Name: TYLER PARR

Preparer Information

Preparer's Signature: _____

Date: 07/29/2021 Printed Name: WILL STEPHENS

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

NONCLIMATE CONTROLLED UNITS

BUILDING	FLOOR AREA
B	6,428
C	3,175
D	8,198
E	13,575
TOTAL SF	31,376 gsf

CLIMATE CONTROLLED UNITS

BUILDING	FLOOR AREA
A1	26,028
A2	26,028
A3	26,028
TOTAL SF	78,084 gsf

COMBINED TOTALS

	FLOOR AREA
TOTAL SF	109,460 gsf

Example of perimeter trees with 29' spacing

Example of proposed residential facing wall construction type

Example of climate controlled multi-story self storage. No upper level windows would face Iola Avenue.

BUILDING "C"
1 STORY SELF STORAGE
3,175 sf non-climate controlled

BUILDING "B"
1 STORY SELF STORAGE
6,428 sf non-climate controlled

BUILDING "E"
1 STORY SELF STORAGE
13,575 sf non-climate controlled

BUILDING "D"
1 STORY SELF STORAGE
8,198 sf non-climate controlled

BUILDING "A"
3 STORY SELF STORAGE
78,084 gsf climate controlled

24TH STREET
(BY PLAT-VOLUME 1867, PAGE 36)

TRACT "C-1-C"

TRACT "C-1-B"

TRACT "C-1-A"

TRACT "D-1", WEST END NORTH (P&D 2018015736)

IOLA AVENUE

26TH STREET

R = 454.07'
L = 32.07'
Δ = 04°02'46"
CH = 32.06'
S.65°14'02"E.

R = 574.06'
L = 250.58'
Δ = 25°00'34"
CH = 248.59'
S.75°42'56"E.

R = 574.06'
L = 5.53'
Δ = 0°33'08"
CH = 5.53'
S.87°56'42"E.

S.32°15'26"E. 24.86'

S.88°15'30"E.

N.01°47'45"E. 31.10'

44.47'

50' DRE (BY P&D 2017037389)

N.01°47'45"E. 21.96'

S.88°15'28"E. 281.30'

SET IRON ROD

SET IRON ROD

N.01°48'06"E. 15.98'

SET "CROW'S FOOT" ON SIDE OF WALL

S.88°11'54"E. 470.83'

S.88°11'54"E. 22.26'

N.01°48'06"E. 25.61'

S.88°11'54"E. 51.43'

S.88°14'17"E. 518.69'

S.46°46'44"W. 21.22'

N.88°14'17"W. 639.98'

10' X 20.04' WLE (BY P&D 2018015736)

50' DRE (CCFN: 2017037389)

30' UWE (CCFN: 20130499989)

20' DRE (VOL. 10006, PG. 282)

10' R-O-W (SDD: VOL. 9967, PG. 155)

R-O-W (SDD: VOL. 10006, PG. 280)

RIGHT OF WAY (BY SDD: VOL. 9967, PG. 163)

30' R-O-W (BY VOL. 321, PG. 338)

10' UGC (BY VOL. 1819, PG. 69)

1 PRELIMINARY SITE PLAN

SCALE: 1" = 40'-0"

N

0 20' 40' 80'

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.:** ***2690-D***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name CHRISTIAN A. MCCLENDON

Signature: Christian A. McClendon

Address: 5307 W. Loop 289 Lubbock, TX 79414

Address of Property Owned: 2410 W Loop 289 Lubbock, TX 79407

Phone Number: 806.745.9716

Email: Christy@gracorealestate.com

Zone Case Number: **2690-D** R338903 Recipient 16 of 40

PAGOSA PARTNERS IV LTD
5307 W LOOP 289
STE 302

LUBBOCK TX 79414

RECEIVED
AUG 24 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.:** ***2690-D***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name CHRISTIAN A. MCCLENDON

Signature: Christian A. McClendon

Address: 5307 W Loop 289, Lubbock, TX 79414

Address of Property Owned: 2601 Ida Ave. Lubbock, Tx 79407

Phone Number: 806. 745. 9718

Email: Christy@graceRealestate.com

Zone Case Number: **2690-D** R331043

KWTHEM LLC
PO BOX 65207

LUBBOCK TX 79407

Recipient 6 of 15

RECEIVED
AUG 24 2021
BY:

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

Meeting Date: 09/28/2021

Information

Agenda Item

Public Hearing - Planning: Consider a request for Zone Case 2904-H, a request of Ingenium Civil Engineering, Inc. for Inn of South Plains, LLC, for a zone change from Interstate Highway Commercial District (IHC), Commercial District (C-4), and Multi-Family District (R-3) to IHC, at 301, 303, 305, 307, 309, 311, and 313 Avenue R and 302, 304, 306, and 310 Avenue Q, located north of Marsha Sharp Freeway and west of Avenue Q, Roberts & McWhorter Addition, Block 3, Lot 1 and part of Lot 2, and Tracts A-C and the north part of Tract D, and Dodson Addition, Block 3, Lots 1-5, and the south 16 feet of Lot 6, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on September 2, 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 Zone Case 2904-H
Staff Report 2904-H
Documentation 2904-H

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-H; A ZONING CHANGE FROM IHC, C-4 AND R-3 TO IHC ZONING DISTRICT AT 301, 303, 305, 307, 309, 311, AND 313 AVENUE R AND 302, 304, 306, 310 AVENUE Q, LOCATED NORTH OF MARSHA SHARP FREEWAY AND WEST OF AVENUE Q, ROBERTS & MCWHORTER ADDITION, BLOCK 3, LOT 1 AND PART OF LOT 2, AND TRACTS A-C AND THE NORTH PART OF TRACT D, AND DODSON ADDITION, BLOCK 3, LOTS 1-5, AND THE SOUTH 16 FEET OF LOT 6, 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-H

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, C-4 and R-3** to **IHC** zoning district at **301, 303, 305, 307, 309, 311, and 313 Avenue R and 302, 304, 306, 310 Avenue Q, located north of Marsha Sharp Freeway and west of Avenue Q, Roberts & McWhorter Addition, Block 3, Lot 1 and part of Lot 2, and**

Tracts A-C and the north part of Tract D, and Dodson Addition, Block 3, Lots 1-5, and the south 16 feet of Lot 6, City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bryan Isham, Director of Planning

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC2904-H
September 2, 2021

Planning Department
City of Lubbock

Staff Report	Zone Case 2904-H
City Council Meeting	September 28, 2021

Applicant Ingenium Civil Engineering, Inc.

Property Owner Inn of South Plains, LLC

Council District 1

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- April 21, 1909: This property was annexed through Ordinance V1 P12.
- March 13, 1941: This property was zoned District C (Multi-Family District) through Ordinance 661.
- April 14, 1949, Zone Case 84-A: A portion of this property was zoned from District C to District G (General Retail District) through Ordinance 907.
- January 29, 1952, Zone Case 228: A portion of this property was zoned from District C to District H (Commercial District) through Ordinance 1174.
- July 9, 1953, Zone Case 426: A portion of this property was zoned from District G and District H to District H through Ordinance 1422.
- March 22, 2001, Zone Case 2904: A portion of this property was zoned from Commercial District (C-4) to Interstate Highway Commercial (IHC) through Ordinance 2001-O0017.
- September 2, 2021, Zone Case 2904-H: The Planning and Zoning Commission recommended approval of a zone change to IHC by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 27
- Received In Favor: 6
- Received In Opposition: 0

Site Conditions and History

The subject property was annexed in 1909 and was developed with a hotel in 1955.

Adjacent Property Development

The property to the north of the subject property is zoned C-4 and is developed with a tire shop. The properties to the east are zoned IHC and have been developed with auto service commercial buildings. Marsha Sharp Freeway is to the south, and the property further to the south are zoned Central Business District 5 (CB-5) and are developed with a restaurant and an office building. The properties to the west are zoned Multi-Family District (R-3) and are developed with residences.

Zoning Request and Analysis

Item Summary

The subject properties are addressed as 301, 303, 305, 307, 309, 311, and 313 Avenue R and 302, 304, 306, 310 Avenue Q, and are located north of Marsha Sharp Freeway and west of Avenue Q. The applicant requests to re-zone the subject property from IHC, C-4, and R-3 to IHC.

Current zoning: **Interstate Highway Commercial (IHC), Commercial District (C-4), and Multi-Family District (R-3)**

Requested zoning: **Interstate Highway Commercial (IHC)**

Intent Statements
The intent of the current R-3 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."

The intent of the current C-4 zoning is "…to provide for heavy retail and wholesale commercial uses which serve a city-wide or regional area. Such districts should have frontage on regional thoroughfares such as state or federal highways. Because of the heavy commercial nature of the permitted uses, compatibility with adjacent residential areas should be carefully considered."

The intent of the current and proposed IHC zoning is "…to provide for quality commercial office, retail and wholesale uses which serve a city-wide or regional area. Such uses require careful consideration when adjacent to residential areas."

Traffic Network/Infrastructure Impacts
The proposed rezoning location is along Avenue Q, which is designated as a Principal Arterial, and 3rd Street, which is designated as a Local Street by the Master Thoroughfare Plan, 2018. Principal Arterial roads are designed for a higher intensity of traffic, while Local Streets are designed for medium volumes of vehicles operating at lower speeds and provide access and movement within residential, commercial, and industrial areas (Comprehensive Plan, page 87). The proposed rezoning will be suitable for these types of roads.

Compatibility with Surrounding Property
The proposed zoning is compatible with the surrounding area and will not change the character of the existing development. The proposed use is for a new hotel.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The principles outlined in the Comprehensive Plan designates this area for "Commercial/Light Retail". The level of intensity for a hotel is appropriate for this area, and IHC conforms to the Comprehensive Plan principles and Future Land Use Plan.

Conformance with Zoning Ordinance
The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other uses that are already established.

Suitability of Property for Allowed Uses
The property is suitable for the proposed uses and will not need additional public improvements to support the intensity of uses described in the IHC zoning district.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Notification Response Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. 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 2904-H

Allowable Uses: Interstate Highway Commercial (IHC)

Transportation: The proposed development has points of access from Marsha Sharp Freeway and Avenue Q.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Marsha Sharp Freeway *Freeway, Completed*	R.O.W. 350 feet, six-lane, undivided, paved	R.O.W. 350 feet, six-lane, undivided, paved
Avenue Q *Principal Arterial*	R.O.W. 110 feet, eight-lane, undivided	R.O.W. 110 feet, eight-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-H:** Ingenium Civil Engineering, Inc. for Inn of South Plains, LLC

Request for a zone change from Interstate Highway Commercial District (IHC), Commercial District (C-4), and Multi-Family District (R-3) to IHC, at:

- 301, 303, 305, 307, 309, 311, and 313 Avenue R and 302, 304, 306, 310 Avenue Q, located north of Marsha Sharp Freeway and west of Avenue Q, Roberts & McWhorter Addition, Block 3, Lot 1 and part of Lot 2, and Tracts A-C and the north part of Tract D, and Dodson Addition, Block 3, Lots 1-5, and the south 16 feet of Lot 6.

PLANNER JACOB HAWKINS stated there were twenty-seven (27) notifications sent out. There were six (6) returned in favor and zero (0) returned in opposition. Staff shared the location of the property including pictures and maps and discussed the surrounding area. Staff recommends approval of this request.

APPLICANT JEREMY PETTIT 310 Avenue Q stated he can answer any questions regarding engineering. Questions were asked regarding discussion with staff on landscape, parking, building height, etc. He advised they will be asking for a variance on the north setback and building height.

TOMMY MOJICA 3628 59th Street is not opposed to the case, but wanted to know if there will be a wall? His parents' house is on Avenue R and he wants to know what will happen to the neighborhood facing the hotel? Once they demolish the existing hotel, how will they prevent the rats and roaches coming into their homes?

BOARDMEMBER DAN WILSON advised most traffic will come from Avenue Q and Marsha Sharp Freeway. Demolition is not fun, but the new finished product will be 10x better than what is there now. This use fits the

corner well and there will likely be a screening wall around the perimeter towards the homes. There should be very little traffic on Avenue R.

BOARDMEMBER AVIRAJ PATEL stated the brand on this site plan is intentioned for business travelers with extended stay.

OPPOSITION - DAVID MOJICA 312 Avenue R, advised right now there is too much traffic and noise and wanted to know what will make it better? There are people walking back and forth at all hours of the night and you do not feel safe in the area.

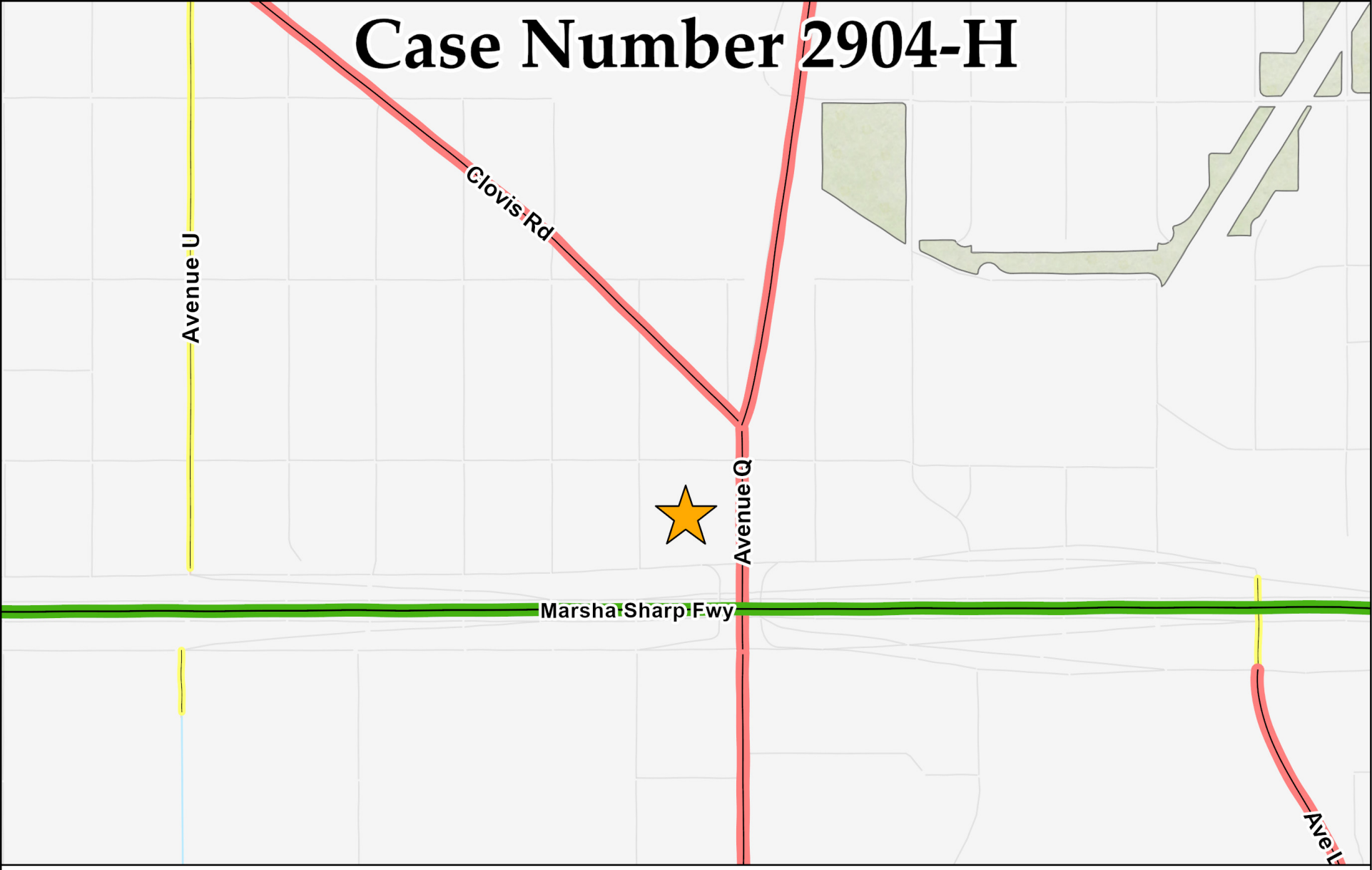
BOARDMEMBER DAN WILSON stated he is not sure anything will make traffic better, but the main entrance is not on Avenue R, so it may diminish the Avenue R traffic. Property values may go up, but the tax base should not.

OPPOSITION - IAN MOJICJA, 2012 Avenue R, advised from Clovis Road to Marsha Sharp Freeway, Avenue R is a clear path. He asked what can be done to block that area and keep the Marsha Sharp Freeway traffic from going through there?

BOARDMEMBER DAN WILSON stated that needs to be discussed with Traffic Engineering. This board has no authority over that.

In the matter of **Zone Case 2904-H** a motion was made by **DAN WILSON** and seconded by **JAMES BELL** to approve the request 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-H



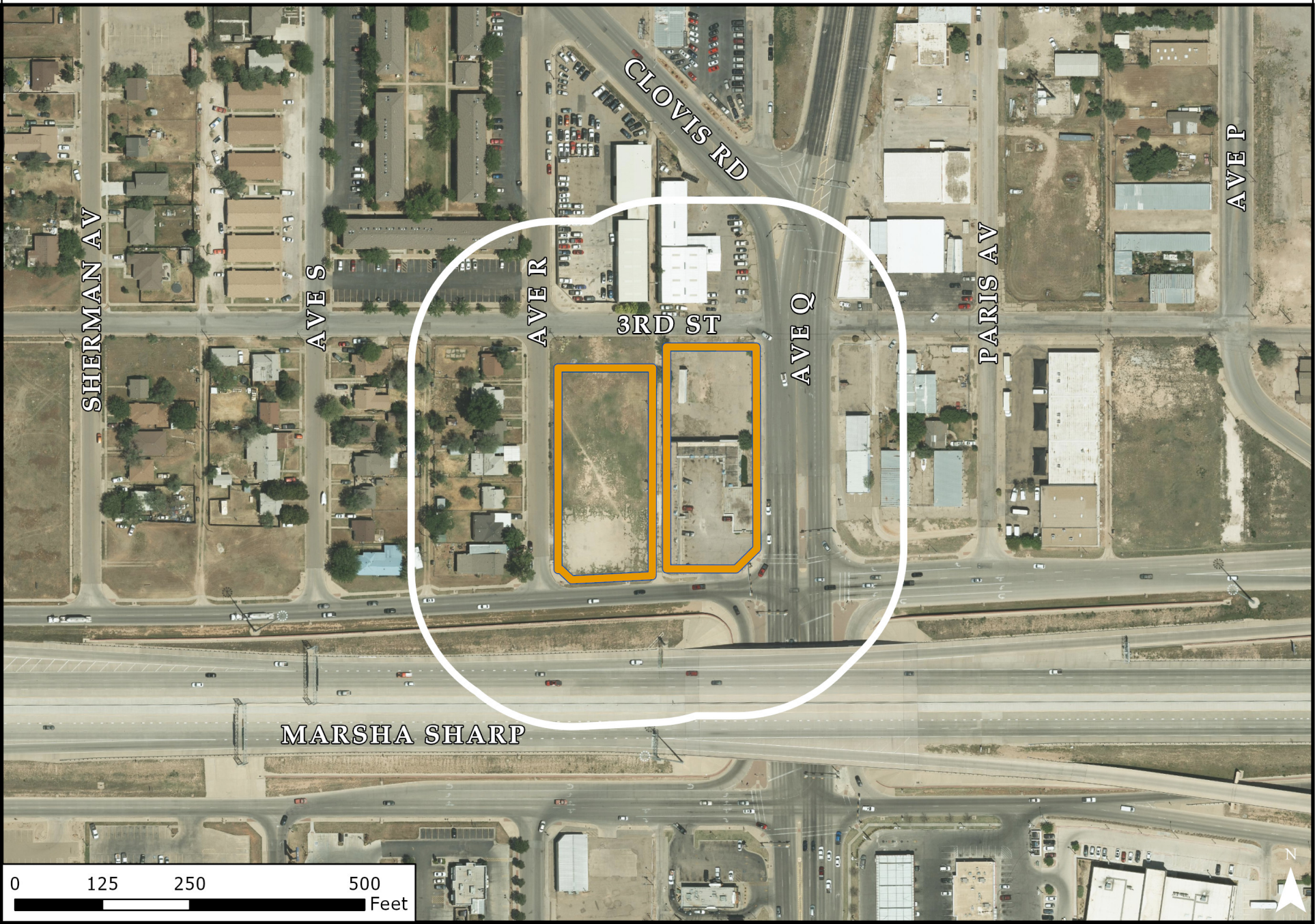
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

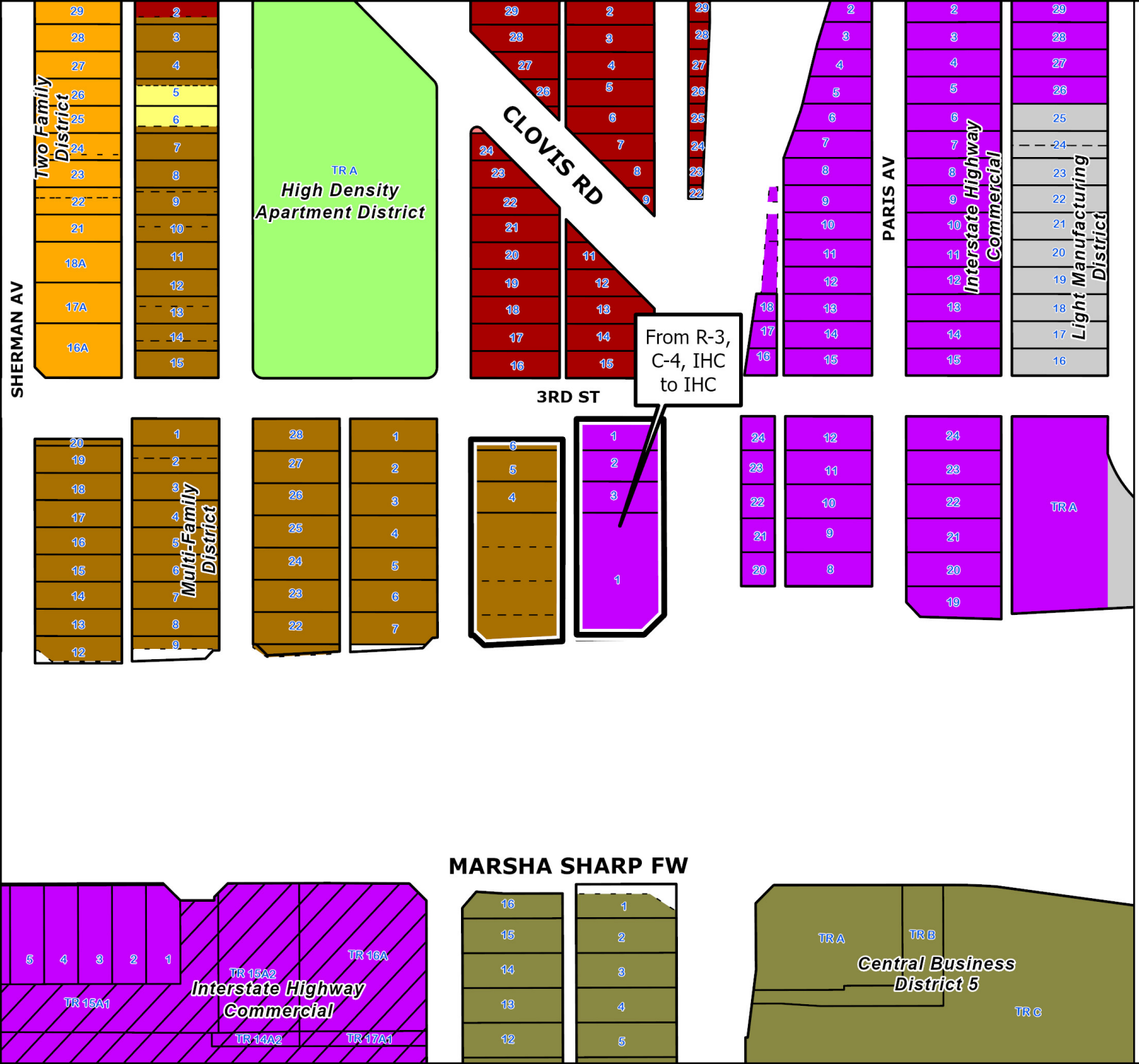
N
W E
S

Date Exported: August 2021

PZC Mailout
Notifications Received
N
3RD ST
AVE
AVE Q
Legend
Mailout Buffer 2904-H
Notification Result
In Favor
No Feedback
Opposed
Created by Planning Department
Date: 8/30/2021
0
50
100
200 Feet

Case Number 2904-H





Current Zoning 2904-H

Zoning Districts

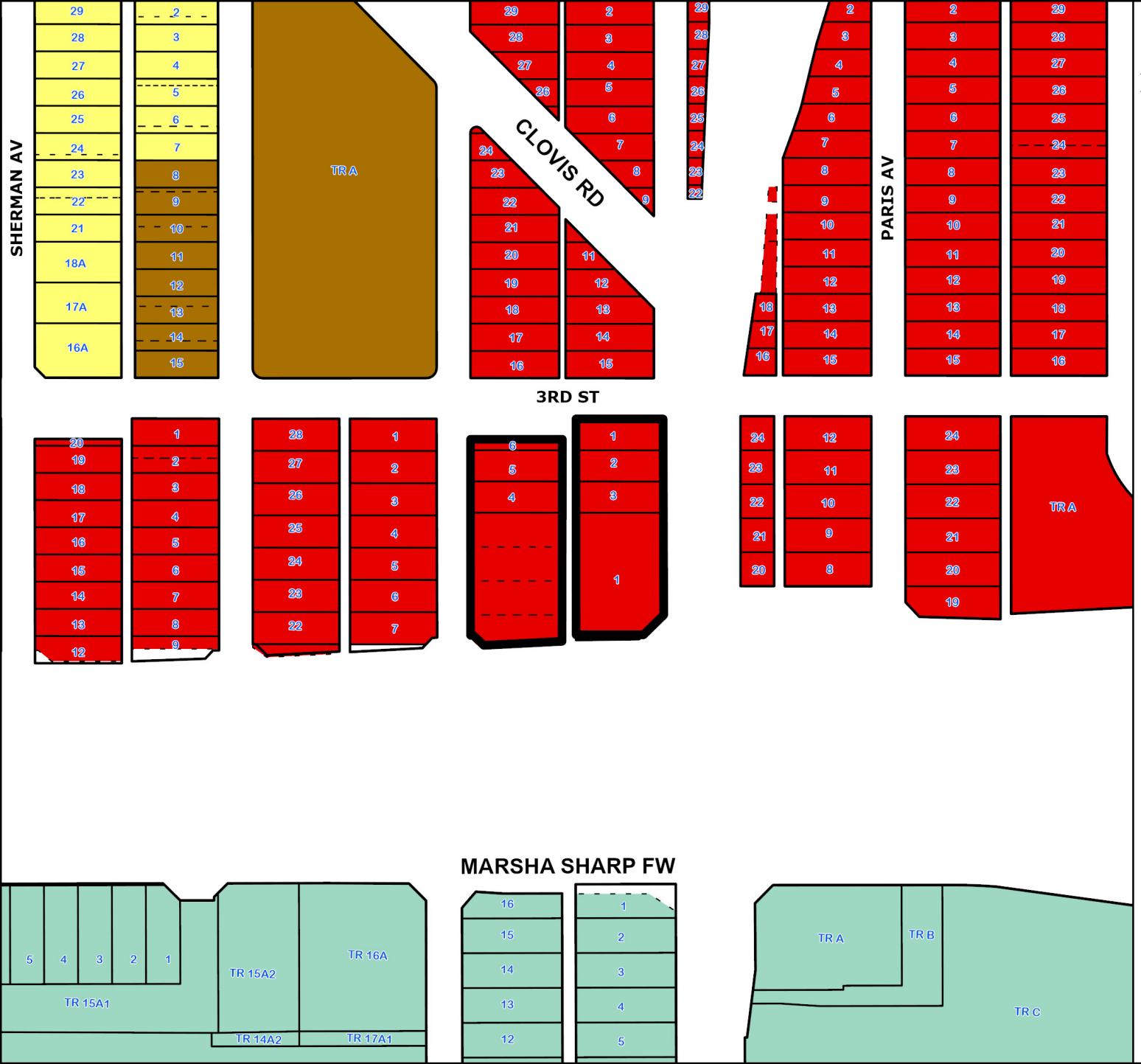
- High Density Apartment
- General Retail
- Commercial
- Central Business District 5
- Interstate Highway Commercial
- Interstate Highway Commercial Specific Use
- Light Manufacturing
- Single Family
- Two Family
- Multi-Family

N

0 75 150 300 Feet

City of Lubbock TEXAS

Date Exported: August 2021



Future Land Use Plan
Case 2904-H

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 75 150 300 Feet

City of Lubbock TEXAS

Date Exported: August 2021

2904-H

View of subject property. View north.

View of adjacent property. View east.

View of adjacent property. View north.

View of adjacent 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: 310 Avenue Q

Lots/Tracts: Tract A, Block 3

Survey & Abstract: See attached proposed plat.

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 2.004

Existing Land Use: Hotel Existing Zoning: IHC & R-3

Requested Zoning: Interstate Highway Commercial (IHC)

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: Ingenium Civil Engineering, Inc.

Name: Jeremy Pettit

Address: 14499 North Dale Mabry Highway, Suite 250 City: Tampa State: FL

ZIP Code: 33618 Telephone: (813) 387-0084 Email: jpettit@ingeniumteam.com

Applicant's Signature:

Date: 7/27/2021 Printed Name: Jeremy Pettit

Owner Information

Firm Name: Inn of South Plains, LLC

Owner: Subodh I Patel

Address: PO Box 64310 City: Lubbock State: TX

ZIP Code: 79464 Telephone: 806-239-8009 Email: subodhlpatel@hotmail.com

Property Owner's Signature:

Date: 7/27/2021 Printed Name: Subodh I. Patel

Preparer Information

Preparer's Signature:

Date: 07/27/2021 Printed Name: Jeremy Pettit

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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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.:** ***2904-H***

In Favor ✓

Opposed ___

Reasons and/or Comments:

Print Name SUBODH I. PATEL

Signature: Subodh Patel

Address: P.O. Box 64310 Lubbock, TX 79464

Address of Property Owned: 307 Ave R

Phone Number: 806-239-8009

Email: subodhipatel@hotmail.com

Zone Case Number: **2904-H** R38397 Recipient 4 of 27

PATEL, I C
ATTN: SUBODH I PATEL
PO BOX 64310

LUBBOCK TX 79464-4310

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.:** ***2904-H***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name SUBODH I. PATEL

Signature: Subodh I. Patel

Address: P.O.Box 64310, Lubbock TX 79464

Address of Property Owned: 310 Ave. Q

Phone Number: 806-239-8009

Email: subodhipatel@hotmail.com

Zone Case Number: **2904-H** R38640 Recipient 7 of 27

INN OF THE SOUTH PLAINS LLC
ATTN: SUBODH I PATEL
PO BOX 64310

LUBBOCK TX 79464-4310

RECEIVED
AUG 24 2021
BY:

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.:** ***2904-H***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name SUBODH I. PATEL

Signature: Subodh I Patel

Address: P.O. Box 64310 Lubbock, TX 79464

Address of Property Owned: 311 Ave. R

Phone Number: 806-239-8009

Email: subodhipatel@hotmail.com

Zone Case Number: **2904-H** R38440

PATEL, SUBODH
PO BOX 64310

LUBBOCK TX 79464-4310

Recipient 14 of 27

RECEIVED
AUG 24 2021
BY: _____

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.:** ***2904-H***

In Favor ✓

Opposed ___

Reasons and/or Comments:

Print Name SUBODH I. PATEL

Signature: [signature]

Address: P.O. BOX 64310 LUBBOCK, TX 79464

Address of Property Owned: 301 AVE R.

Phone Number: 806-239-8009

Email: subodhipatel@hotmail.com

Zone Case Number: **2904-H** R125724

INN OF THE SOUTH PLAINS LLC
PO BOX 64310

LUBBOCK TX 79464

Recipient 15 of 27

RECEIVED
AUG 24 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.:** ***2904-H***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name SUBODH I. PATEL

Signature: Subodh I. Patel

Address: P.O. Box 64310 Lubbock TX 79464

Address of Property Owned: 302 Ave. Q

Phone Number: 806-239-8009

Email: subodhipatel@hotmail.com

Zone Case Number: **2904-H** R125578

PATEL, SUBODH
ATTN: SUBODH I PATEL
PO BOX 64310

LUBBOCK TX 79464-4310

RECEIVED
AUG 24 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.:** ***2904-H***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name SUBODH I. PATEL

Signature: Subodh I. Patel

Address: P O Box 64310 LUBBOCK TX 79464

Address of Property Owned: 303 Ave. R

Phone Number: 806-239-8009

Email: subodhipatel@hotmail.com

Zone Case Number: **2904-H** R125700 Recipient 26 of 27

PATEL, SUBODH I
PO BOX 64310

LUBBOCK TX 79464-4310

RECEIVED
AUG 24 2021
BY:

Regular City Council Meeting **8. 7.**

Meeting Date: 09/28/2021

Information

Agenda Item

Public Hearing - Planning: Consider a request for Zone Case 2904-I, a request of Stough Real Estate Holdings, LLC for Isom E34, LLC, for a zone change from General Retail District (C-3) and Interstate Highway Commercial District (IHC) to Interstate Highway Commercial District (IHC) with a Specific Use for a Blood Bank and Blood Plasma Center, at 5120 34th Street, located east of Slide Road and north of 34th Street, Eckerd Addition, Tract A, less 3,585 square feet of right-of-way, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on September 2, 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 Zone Case 2904-I
Staff Report 2904-I
Documentation 2904-I

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-I; A ZONING CHANGE FROM C-3 AND IHC TO IHC SPECIFIC USE FOR A BLOOD BANK AND BLOOD PLASMA CENTER, AT 5120 34TH STREET, LOCATED EAST OF SLIDE ROAD AND NORTH OF 34TH STREET, ECKERD ADDITION, TRACT A, LESS 3,585 SQUARE FEET OF RIGHT-OF-WAY, 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-I

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-3 and IHC** to **IHC Specific Use** for **a Blood Bank and Blood Plasma Center** zoning district at **5120 34th Street, located east of Slide Road and north of 34th Street, Eckerd Addition, Tract A, less 3,585 square feet of right-of-way,** City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **C-3 and 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 **5120 34th Street, located east of Slide Road and north of 34th Street, Eckerd Addition, Tract A, less 3,585 square feet of right-of-way**, 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-I
September 2, 2021

Planning Department
City of Lubbock

Staff Report	Zone Case 2904-I
City Council Meeting	September 28, 2021

Applicant Stough Real Estate Holdings, LLC

Property Owner Isom Real Estate Holdings, LLC

Council District 3

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- December 15, 1949: This property was annexed and zoned District A (Single-Family District) through Ordinance 951.
- August 25, 1950, Zone Case 0122: This property was zoned from District A to District F (Local Retail District) through Ordinance 1019.
- April 6, 1955: This property was zoned from District F to General Retail District (C-3) through Ordinance 1695.
- March 22, 2001, Zone Case 2904: A portion of this property was zoned from C-3 to Interstate Highway Commercial (IHC) through Ordinance 1695.
- September 02, 2021, Zone Case 2904-I: The Planning and Zoning Commission recommended approval of a zone change to IHC Specific Use by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 3
- Received In Favor: 1
- Received In Opposition: 0

Site Conditions and History

The subject property was annexed in 1949 and was constructed with a commercial retail building in 1995. The building has been vacant for many years.

Adjacent Property Development

The properties to the north, west and east are zoned Interstate Highway Commercial (IHC) and are developed with a mixture of commercial uses. The property to the south is zoned General Retail District (C-3) and is developed with a shopping center.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 5120 34th Street and is located south of Marsha Sharp Freeway, east of Slide Road, and north of 34th Street, on 1.22 acres of land, on Tract A, Eckerd Addition. The applicant requests a zone change from C-3 and IHC to IHC Specific Use for a Blood Bank and Blood Plasma Center.

Current zoning: **Interstate Highway Commercial (IHC)**

Requested zoning: **Interstate Highway Commercial (IHC) Specific Use for a Blood Bank and Blood Plasma Center**

Intent Statements

The intent of the current C-3 zoning is, "to provide for general commercial uses which are medium activity centers in terms of generated traffic."

The intent of the current IHC zoning is, "…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 proposed 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. The regulations require specific site planning on all aspects of proposed development to ensure that any variations of land uses or land use standards will be in harmony with the purposes and objectives of the zoning ordinance."

Traffic Network/Infrastructure Impacts
The proposed rezoning location will be along Marsha Sharp Freeway, Slide Road and 34th Street, with Marsha Sharp Freeway designated as a freeway, Slide Road designated as a Principal Arterial and 34th designated as a Minor Arterial by the Master Thoroughfare Plan, 2018. Freeways are intended to move high volumes of automobile traffic at relatively high speeds over long distances. The primary function of a freeway is to connect local areas to other regions, rather than serve local traffic needs. 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.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The principles outlined in the Comprehensive Plan designates this area for "Commercial" land uses and notes that land uses in these areas can take numerous forms depending on context. The level of intensity for IHC with a Specific Use for a Blood Bank and Blood Plasma Center is appropriate for this area. The Future Land Use Plan designates the surrounding properties for Commercial use. The request is consistent with the Future Land Use Plan and is appropriate next to the established commercial uses.

Conformance with Zoning Ordinance
The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent and next to other commercial uses that are already established.

Suitability of Property for Allowed Uses
The property is suitable for the proposed uses and will not need additional public improvements to support the intensity of uses described in the IHC zoning district or for the Specific Use for a blood bank and blood plasma center.

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 2904-I

Allowable Uses: Interstate Highway Commercial District (IHC)

Specific Use District

Transportation: The proposed development has points of access from Marsha Sharp Freeway, Slide Road and 34th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Marsha Sharp Freeway, *Freeway, Completed*	R.O.W. 330 feet, eight-lane, undivided, paved	R.O.W. 330 feet, eight-lane, undivided, paved
Slide Road, *Principal Arterial, Completed*	R.O.W. 110 feet, seven-lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved
34th Street, *Minor Arterial, Completed*	R.O.W 100 feet, five-lane, undivided, paved	R.O.W 100 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

5.4 **Case 2904-I:** Stough Real Estate Holdings, LLC for Isom E34, LLC

Request for a zone change from General Retail District (C-3) and Interstate Highway Commercial District (IHC) to Interstate Highway Commercial District (IHC) with a Specific Use for a Blood Bank and Blood Plasma Center, at:

- 5120 34th Street, located east of Slide Road and north of 34th Street, Eckerd Addition, Tract A, less 3,585 square feet of right-of-way.

PLANNER ASHLEY VASQUEZ stated there were three (3) notifications sent out. There has been one (1) returned in support and none returned in opposition. Staff shared the location of the property including pictures and maps and discussed the surrounding area. Staff recommends approval of this request.

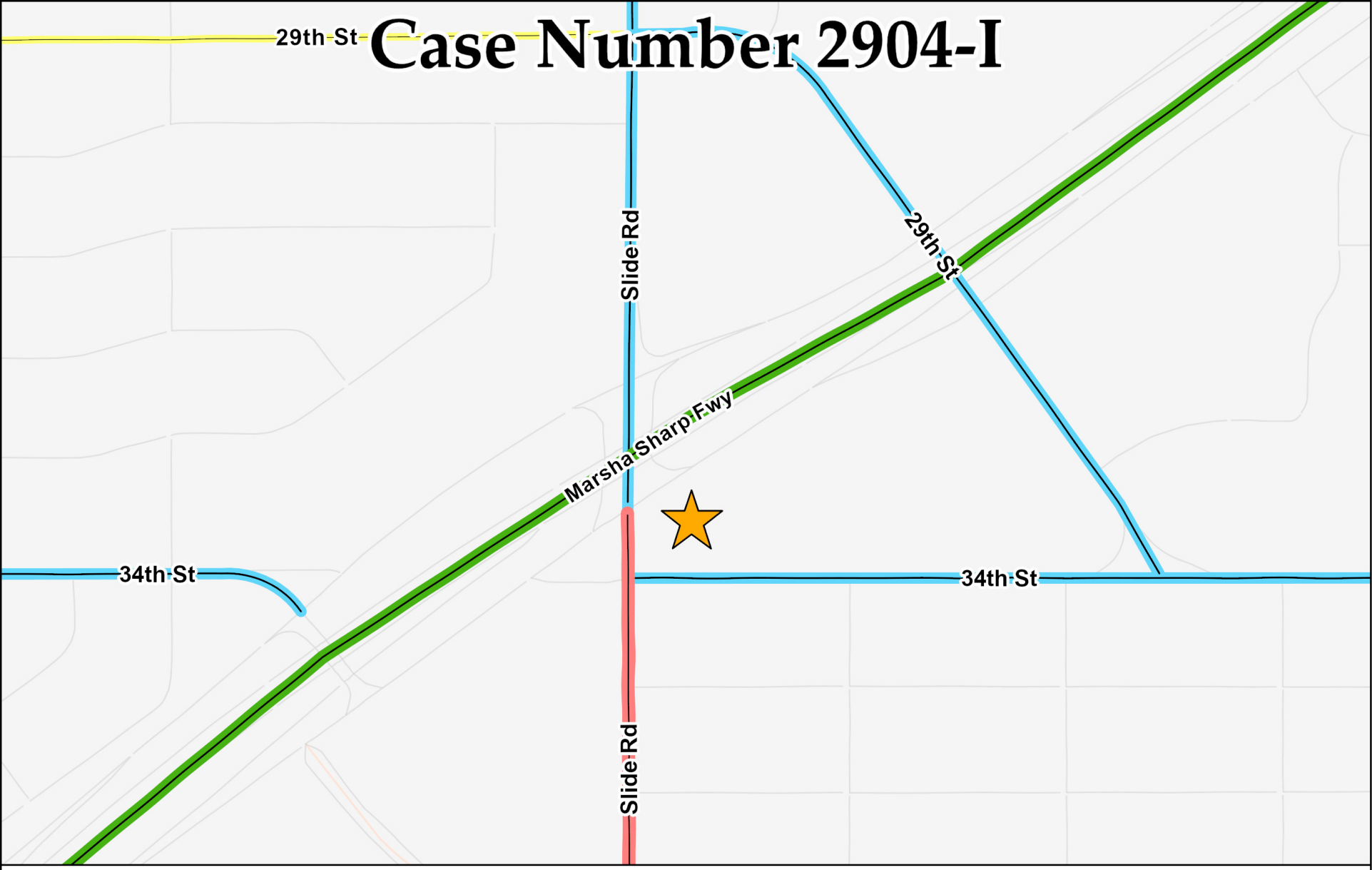
APPLICANT LAURA PRATT 9002 Rochester Avenue, Attorney with Brady and Hamilton, advised she is representing the applicant and she is a former City Of Lubbock employee. This is a Specific Use for a Class A medical facility and blood plasma center. This property has been vacant for 7-8 years. Their client has been in the plasma industry for over 50 years and has a reputation for building state-of-the-art facilities. Plasma and other blood products have a

huge shortage right now. This will be a $5-6 million development that will create 45-60 jobs and take 12-18 months to establish. It will have little to no impact on city services and will not create additional noise or other nuisances.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 2904-I** a motion was made by **JORDAN WHEATLEY** and seconded by **JAMES BELL** to approve the request 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-I



Collector
- Completed
- Partial
- Future

Minor Arterial
- Completed
- Partial
- Future

Modified Arterial
- Partial
- Future

Principal Arterial
- Completed
- Partial
- Future

Freeway
- Completed
- Partial
- Proposed Outer Loop

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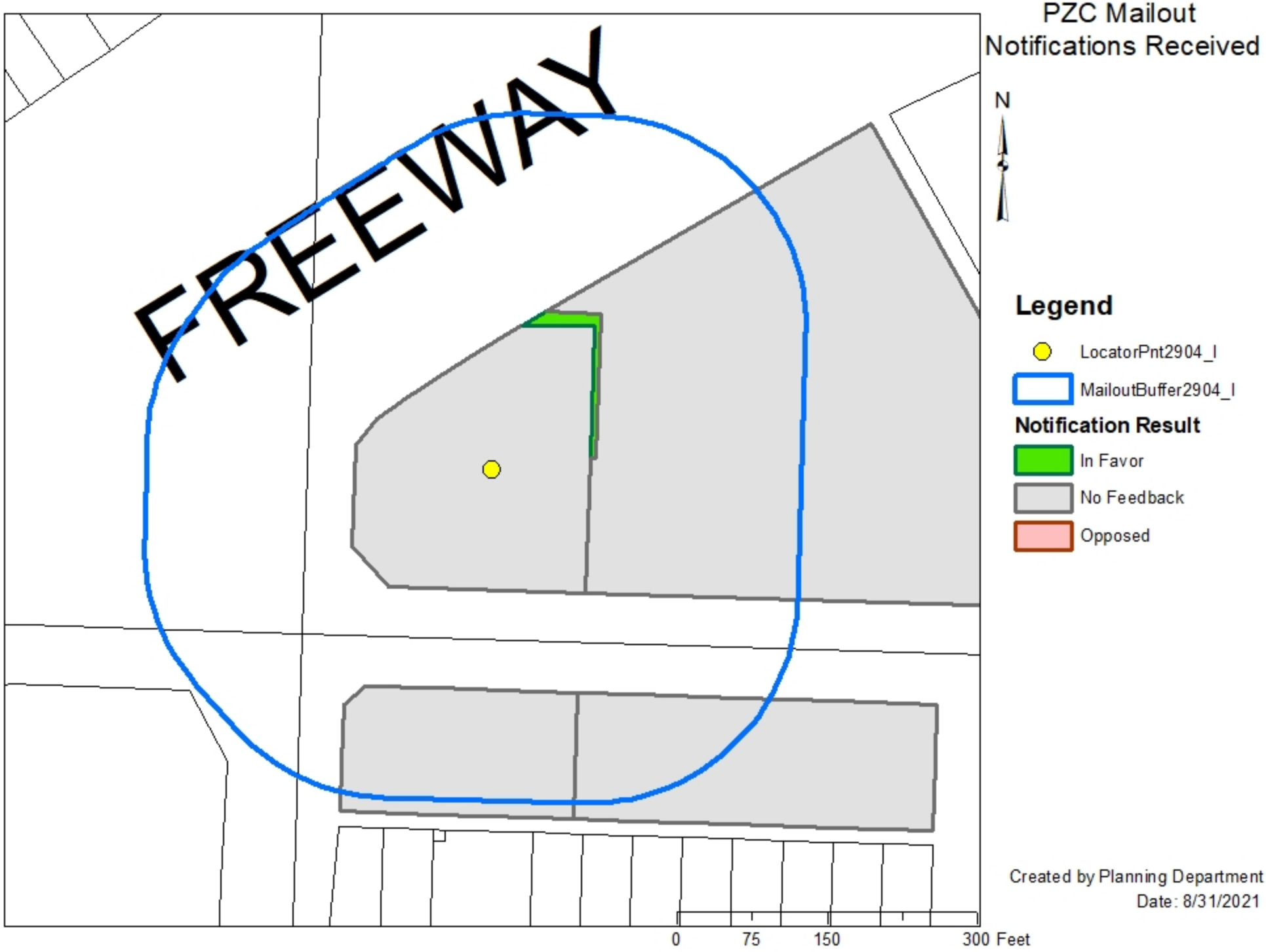
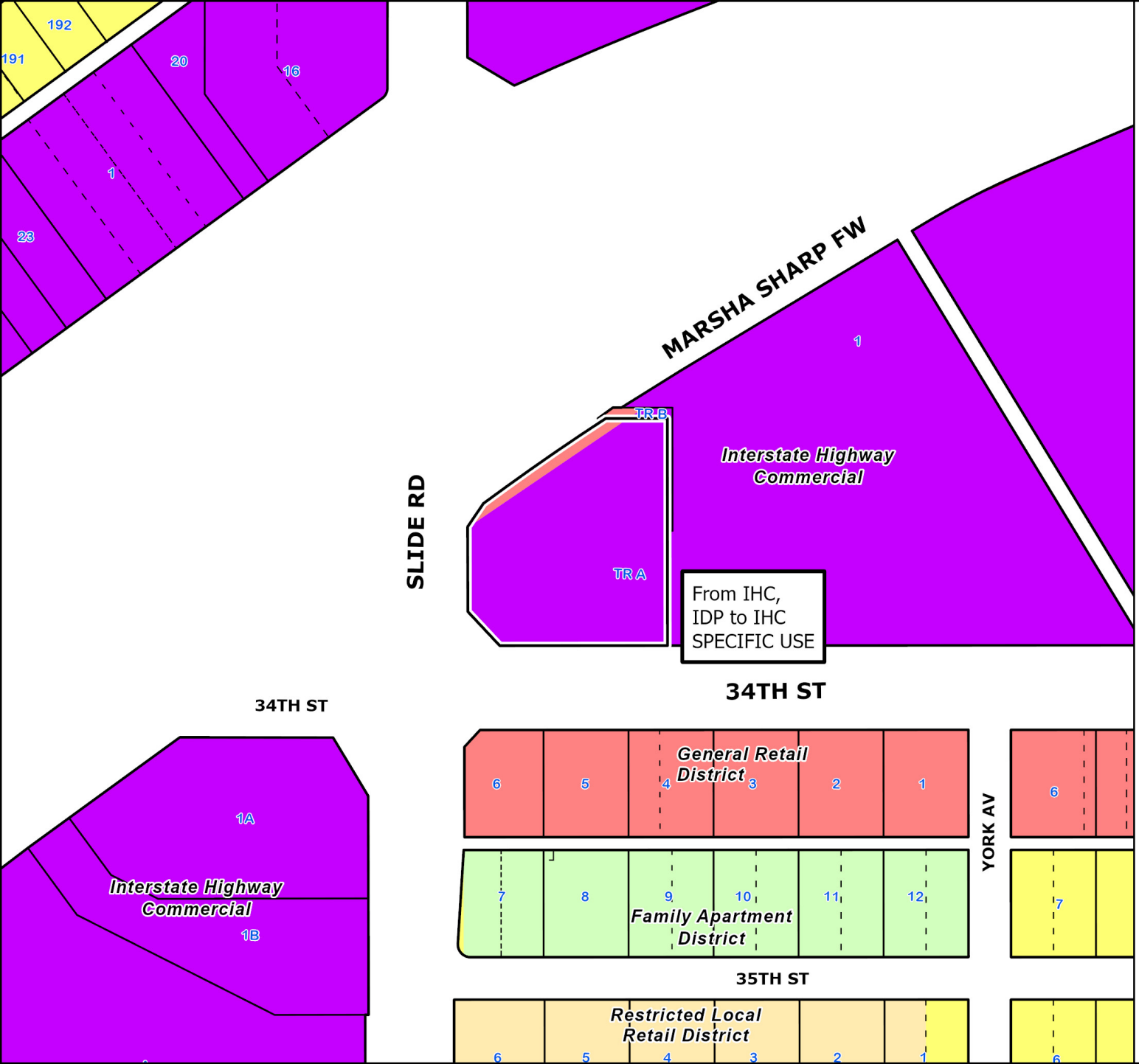
Date Exported: August 2021


FREEWAY
PZC Mailout
Notifications Received
N
Legend
LocatorPnt2904_I
MailoutBuffer2904_I
Notification Result
In Favor
No Feedback
Opposed
Created by Planning Department
Date: 8/31/2021
0
75
150
300 Feet

Case Number 2904-I



Current Zoning
2904-I

Zoning Districts

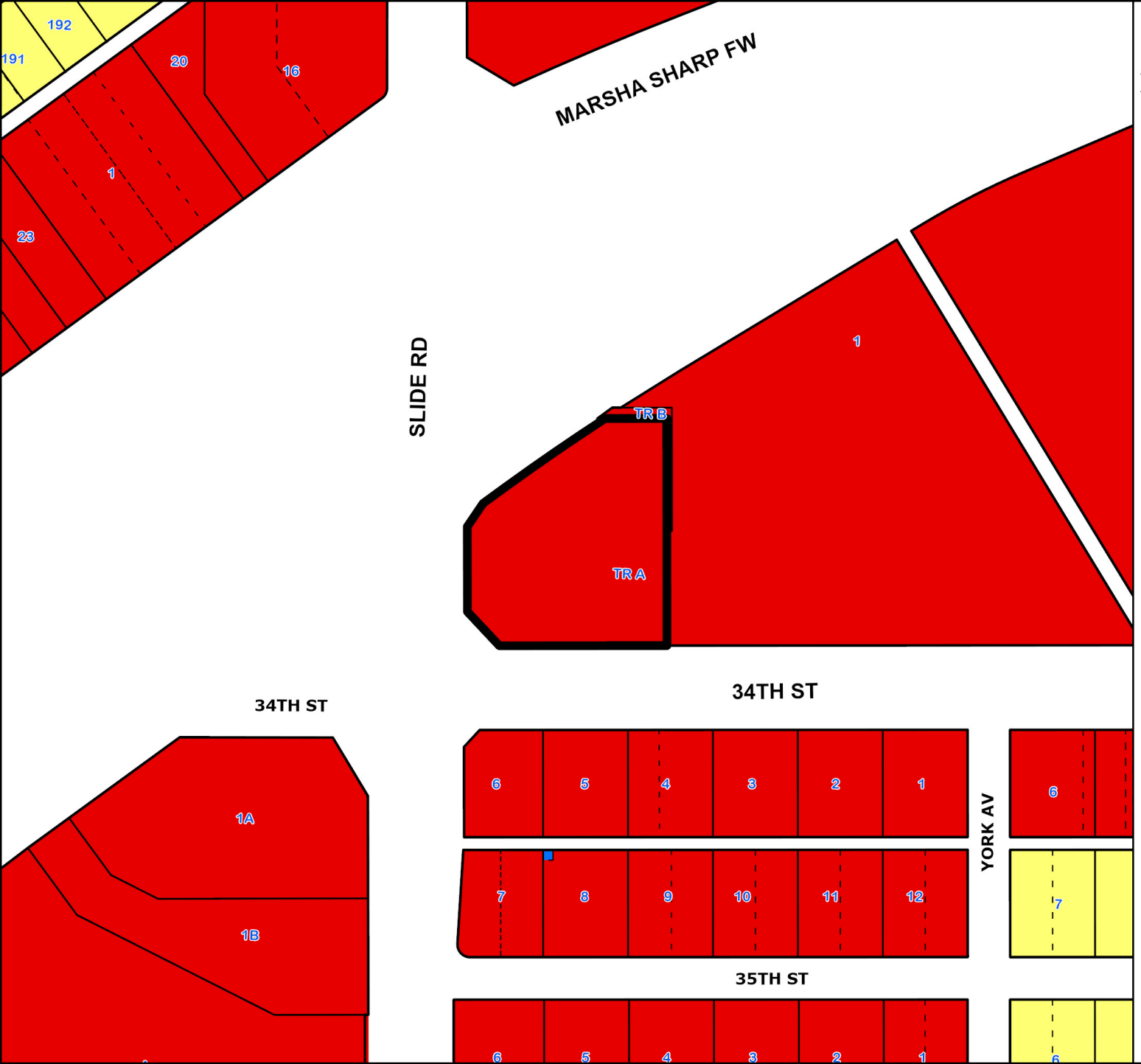
- Family Apartment
- Restricted Local Retail
- General Retail
- Commercial
- Interstate Highway Commercial
- Single Family

N

0 50 100 200 Feet

City of Lubbock TEXAS

Date Exported: August 2021



Future Land Use Plan
Case 2904-I

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: August 2021

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: 5120 34th Street, Lubbock, Texas 79410

Lots/Tracts: ECKERD TR A LESS 3585 SQFT ROW - See Attached Exhibit A

Survey & Abstract: _____

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: _____

Existing Land Use: Retail Existing Zoning: IHC

Requested Zoning: Specific Use - Blood Banks & Blood Plasma Centers

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: Stough Real Estate Holdings, LLC

Name: Scott Stough

Address: 1128 Main Street, Suite 200 City: Cincinnati State: OH

ZIP Code: 45202 Telephone: 513.842.0240 Email: sstough@stoughgroup.com

Applicant's Signature: Scott Stough

Date: 7/30/2021 Printed Name: W. Scott Stough

Owner Information

Firm Name: Isom E34, LLC

Owner: Clayton Isom

Address: P.O. Box 148 City: Lubbock State: TX

ZIP Code: 79408 Telephone: 806-722-0660 Email: cisom@isomholdings.com

Property Owner's Signature: Clayton B. Isom

Date: 7/30/2021 Printed Name: Clayton Isom

Preparer Information

Preparer's Signature: _____

Date: 7/30/2021 Printed Name: Garrett Couts - Brady & Hamilton, LLP

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.

SERVICE TITLE COMPANY
Counter Filing

DEED 2014008333
8 PGS

GF#18919

Mailing Address of Grantee
905 Avenue K
Lubbock, Texas 79401

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED with VENDOR'S LIEN

THE STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF LUBBOCK §

THAT, CHAVES-LUBBOCK MANAGEMENT CORP., as Trustee of LUBBOCK TRUST, a Delaware business trust u/a dated December 9, 1997 (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration to the undersigned paid by ISOM E34 LLC, a Texas limited liability company (hereinafter referred to as "Grantee"), the receipt and sufficiency of which consideration are hereby acknowledged, and the further consideration of certain of the proceeds evidenced by that one (1) certain promissory note (the "Note") executed by Grantee, in the principal sum of ONE MILLION SEVEN HUNDRED SIXTY ONE THOUSAND and No/100 DOLLARS ($1,761,000.00), payable to the order of HAPPY STATE BANK (the "Lender"), as therein provided and bearing interest at the rate therein specified, the payment of which Note is secured by the Vendor's Lien (herein so called) herein retained, and is additionally secured by a Deed of Trust of even date herewith (the "Deed of Trust") to PLA Service, Inc., Trustee has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee, all of the following described property in Lubbock County, Texas, to-wit:

> That real property described in Exhibit "A" attached hereto and hereby made a part hereof, together with any and all buildings, structures and improvements situated, erected or constructed thereon (the "Property"); subject, however, to those matters set forth on Exhibit "B" attached hereto and made a part hereof.

(A) GRANTEE ACKNOWLEDGES AND AGREES THAT IT IS EXPERIENCED IN ACQUIRING, OWNING, DEVELOPING, MARKETING, LEASING, OPERATING, MANAGING AND SELLING OF PROPERTIES SIMILAR TO THE PROPERTY, AND THAT GRANTEE HAS THOROUGHLY INSPECTED, TESTED, STUDIED, REVIEWED AND INVESTIGATED ALL ASPECTS OF THE PROPERTY TO ITS FULL SATISFACTION, AND THAT EXCEPT FOR THE WARRANTIES, REPRESENTATIONS AND COVENANTS OF GRANTOR MADE IN THAT CERTAIN COMMERCIAL CONTRACT – IMPROVED PROPERTY (THE "CONTRACT") DATED EFFECTIVE JANUARY 31, 2014, BETWEEN GRANTOR AND ISOM FAMILY HOLDINGS, LLC, WHICH ASSIGNED THE CONTRACT TO GRANTEE, GRANTEE IS RELYING SOLELY THEREON IN MAKING ITS DECISION TO ACQUIRE THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT EXCEPT AS OTHERWISE SPECIFICALLY STATED IN THE CONTRACT, NEITHER GRANTOR NOR ANY OF ITS SHAREHOLDERS OR OTHER OWNERS OR PRINCIPALS AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ATTORNEYS, BROKERS AND EACH OF THEIR AFFILIATES (COLLECTIVELY THE

"GRANTOR PARTIES"), ARE MAKING, AND HEREBY SPECIFICALLY DISCLAIMS MAKING ANY WARRANTY, GUARANTY OR REPRESENTATION, OF ANY KIND OR CHARACTER, WHETHER EXPRESS, IMPLIED, STATUTORY OR ARISING BY OPERATION OF LAW, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (I) THE PHYSICAL AND ENVIRONMENTAL NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, AND THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT THEREON, AND THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING THE PRESENCE OF ASBESTOS OR OTHER HAZARDOUS SUBSTANCES) OR THE COMPLIANCE OF THE PROPERTY WITH ANY AND ALL APPLICABLE ENVIRONMENTAL LAWS, RULES OR REGULATIONS; (II) EXCEPT FOR ANY WARRANTIES CONTAINED HEREIN, THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHER MATTER AFFECTING TITLE; (III) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, STATUTES, ORDINANCES, RULES, REQUIREMENTS OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY; (IV) THE ECONOMIC VIABILITY OR MARKETABILITY OF THE PROPERTY; (V) TAX MATTERS PERTAINING TO THE TRANSACTION; (VI) THE ACCURACY OR COMPLETENESS OF ANY REPORTS OR OTHER INFORMATION FURNISHED BY GRANTOR OR THE GRANTOR PARTIES TO GRANTEE WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ENGINEERING, FINANCIAL, ENVIRONMENTAL OR OTHER REPORTS, STUDIES OR INVESTIGATIONS, IF ANY; (VII) ZONING; (VIII) VALUATION; (IX) HABITABILITY; (X) MERCHANTABILITY; OR (XI) SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BY ACCEPTANCE OF THIS DEED, GRANTEE HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE PURCHASE OF THE PROPERTY, AS PROVIDED FOR HEREIN, IS BEING MADE ON AN "AS IS" BASIS, "WITH ALL FAULTS". BY ITS ACCEPTANCE OF THIS DEED, GRANTEE HEREBY ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING, WITHOUT LIMITATION, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY EXIST WITH RESPECT TO THE PROPERTY AND WITH FULL KNOWLEDGE AND ACCEPTANCE BY GRANTEE OF ALL INFORMATION AND MATTERS DISCLOSED IN ANY AND ALL REPORTS, STUDIES, ASSESSMENTS, INVESTIGATIONS, PROPOSALS AND DOCUMENTS FURNISHED TO, OR OBTAINED BY, GRANTEE WITH RESPECT TO THE PROPERTY. FURTHER, GRANTEE ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE TRANSACTION CONTEMPLATED HEREBY WHICH HAVE BEEN MADE BY GRANTOR, ANY OF THE GRANTOR PARTIES OR ANY OTHER THIRD PARTY.

(B) ANY FACTUAL INFORMATION SUCH AS PROPERTY TAXES, UTILITY INFORMATION, FINANCIAL PROJECTIONS, PROPERTY DIMENSIONS, SQUARE FOOTAGE, OR SKETCHES SHOWN TO GRANTEE ARE OR MAY BE APPROXIMATE. BY ACCEPTING THIS DEED, GRANTEE REPRESENTS TO GRANTOR THAT, EXCEPT AS EXPRESSLY SET FORTH OTHERWISE IN THE CONTRACT, GRANTEE HAS INSPECTED AND VERIFIED SUCH FACTS AND INFORMATION TO GRANTEE'S SATISFACTION, AND THAT NO LIABILITY FOR ANY INACCURACIES, ERRORS OR OMISSIONS WITH RESPECT THERETO IS ASSUMED BY GRANTOR OR THE GRANTOR PARTIES. BY ACCEPTING THIS DEED GRANTEE ACKNOWLEDGES THAT SALES BROCHURES AND OTHER DOCUMENTS, IF ANY, DELIVERED TO GRANTEE BOTH PRIOR TO AND FOLLOWING EXECUTION OF THE CONTRACT, INCLUDING WITHOUT LIMITATION THOSE DOCUMENTS DELIVERED PURSUANT TO THE CONTRACT OR IN CONNECTION WITH THE TRANSACTION CONTEMPLATED IN THE CONTRACT (THE "PROPERTY DOCUMENTS"), MAY HAVE BEEN PREPARED BY PARTIES OTHER THAN GRANTOR. GRANTOR MAKES NO REPRESENTATION

OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE COMPLETENESS, CONTENT OR ACCURACY OF THE PROPERTY DOCUMENTS. BY ACCEPTING THIS DEED GRANTEE SPECIFICALLY RELEASES GRANTOR AND THE GRANTOR PARTIES, FROM ALL CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, WHETHER SUIT IS INSTITUTED OR NOT, AND ENVIRONMENTAL CONSULTANTS' FEES) WHETHER KNOWN OR UNKNOWN, LIQUIDATED OR CONTINGENT (COLLECTIVELY "CLAIMS") ASSERTED AGAINST OR INCURRED BY GRANTEE BY REASON OF THE INFORMATION CONTAINED IN, OR THAT SHOULD HAVE BEEN CONTAINED IN, THE PROPERTY DOCUMENTS.

(C) IN THE EVENT THAT FROM AND AFTER THE DATE HEREOF ANY INVESTIGATION, REMOVAL, ABATEMENT, REMEDIATION, OR OTHER CORRECTIVE ACTION IS AT ANY TIME REQUIRED IN CONNECTION WITH THE PROPERTY AS A RESULT OF THE PRESENCE OF ANY ENVIRONMENTAL PROBLEMS, HAZARDOUS SUBSTANCES, HAZARDOUS MATERIALS, OR ENVIRONMENTAL CONTAMINATION (AS EACH SUCH TERM IS DEFINED IN ANY AND ALL APPLICABLE ENVIRONMENTAL LAWS) AT OR ON THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ASBESTOS AND PETROLEUM PRODUCTS AND BYPRODUCTS AND ANY CONSTITUENTS THEREOF, REGARDLESS OF WHEN SAME OCCURRED, GRANTEE, BY ACCEPTING THIS DEED, ACKNOWLEDGES AND AGREES THAT: (I) ANY SUCH INVESTIGATION, REMOVAL, REMEDIATION, OR CORRECTIVE ACTION SHALL BE PERFORMED BY GRANTEE AND AT GRANTEE'S SOLE COST AND EXPENSE; AND (II) THE GRANTOR HAS NO DUTY OR OBLIGATION TO PERFORM OR CAUSE TO BE PERFORMED ANY SUCH INVESTIGATION, REMOVAL, REMEDIATION, OR CORRECTIVE ACTION. THE GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE GRANTEE, FOR ITSELF, AND ITS SUCCESSORS AND ASSIGNS, HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, RELEASES, AND RELINQUISHES, GRANTOR FROM ANY AND ALL CLAIMS OR RIGHTS OF CONTRIBUTION (INCLUDING ANY RIGHT TO CONTRIBUTION UNDER 42 U.S.C. §9613(F)) WHICH THE GRANTEE OR ITS SUCCESSORS, LEGAL REPRESENTATIVES OR ASSIGNS NOW HAS OR MAY HAVE AGAINST THE GRANTOR BY REASON OF THE PRESENCE OF ANY HAZARDOUS SUBSTANCE (INCLUDING, BUT NOT LIMITED TO, ASBESTOS AND PETROLEUM PRODUCTS AND BYPRODUCTS AND THE CONSTITUENTS THEREOF) OR ANY OTHER ADVERSE ENVIRONMENTAL CONDITION, DEFECT, OR PROBLEM WITH RESPECT TO THE PROPERTY (WHETHER SUCH CONDITION, DEFECT, OR CONDITION BE KNOWN OR UNKNOWN, LATENT OR PATENT, OR WHETHER OR NOT ANY INVESTIGATION, REMEDIATION, OR CORRECTIVE ACTION MAY BE REQUIRED OR DESIRABLE WITH RESPECT TO THE PROPERTY).

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances owned by Grantor pertaining to the premises, including, without limitation, all of Grantor's right, title and interest, if any, in and to all and singular the rights and appurtenances owned by Grantor pertaining to the premises, including, without limitation, all of Grantor's right, title and interest, if any, in and to any and all mineral interests and riparian rights, adjacent roads, streets, alleys, easements, strips and gores, and rights-of-way to, from or adjacent to the premises, all rights of ingress and egress thereto, unto the said Grantee, its successors, legal representatives and assigns forever, and Grantor does hereby bind itself, and its successors to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, its successors, legal representatives and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under the Grantor, but not otherwise, and subject as aforesaid.

It is expressly agreed that the Vendor's Lien, as well as the superior title in and to the above described Property, is retained against the above described premises and improvements until the above

described Note and all interest thereon are fully paid according to the face, tenor, effect thereof, when this Deed shall become absolute. Lender, at Grantee's request, has paid in cash to Grantor that portion of the loan proceeds which is equal to the purchase price of the Property. The Vendor's Lien, as well as the superior title in and to the above described Property, have been retained at the special instance, request and for the benefit of, Lender and are transferred to Lender without (i) any representation or warranty of any kind or character, whether express or implied, from Grantor, same being expressly disclaimed, and (ii) without any recourse of any kind or character against Grantor, same being expressly waived by Lender.

By its acceptance hereof, Grantee hereby assumes and agrees to pay all ad valorem taxes assessed against the above-described property for 2014 and all subsequent years, and agrees to save, defend, indemnify and hold Grantor harmless from all such taxes and assessments; subject, however to proration between the parties of such taxes for the current year as of the date of the closing of the conveyance evidenced hereby, and further subject to the agreement of Grantor to pay any and all roll back taxes.

EXECUTED this 11th day of March, 2014 to be effective on March __, 2014.

GRANTOR:

CHAVES-LUBBOCK MANAGEMENT CORP.,
as Trustee of Lubbock Trust u/a dated December 9, 1997

By: Chaves-Lubbock Management Corp.,
a Delaware corporation
as Trustee of said trust

By: _____
Jerome A. Chaves, President

STATE OF Florida §
§
COUNTY OF Miami-Dade §

BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this day personally appeared Jerome A. Chaves, the President of Chaves-Lubbock Management Corp, a Delaware corporation, Trustee for Lubbock Trust, a Delaware business trust, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he signed the same as a duly authorized officer of such corporations for the purpose and consideration therein expressed and in the capacity therein stated, as the act and deed of such corporation and trust.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of March, 2014.

STAMP, PRINT OR TYPE
NOTARY'S NAME AND DATE
COMMISSION EXPIRES:

Notary Public in and for the State of Florida

ANNETTE R. CATALFAMO
MY COMMISSION # DD 996859
EXPIRES. June 27, 2014
Bonded Thru Notary Public Underwriters

Attachments:
Exhibit "A" – Legal Description of the Property
Exhibit "B" - Permitted Exceptions

EXHIBIT "A"

Legal Description

TRACT A, ECKERD ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 5147, PAGE 210 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY, TEXAS; a replat of a portion of Lot 1 and all of Lots 2 and 3, Block 1, the South 11 feet of Lot 1, Block 4, and all of Lot 1-A, Block 4, and the Southwest portion of Block 4, Hillcrest Community Center Addition to the City of Lubbock, Lubbock County, Texas; CORRECTED BY INSTRUMENT RECORDED IN VOLUME 5167, PAGE 294 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY, TEXAS, SAVE AND EXCEPT: That portion of Tract A, Eckerd Addition, conveyed to the State of Texas for Controlled Access Highway Facility by deed recorded in Volume 9813, Page 111 of the Official Public Records of Lubbock County, Texas, reference to which instrument is made for more complete description of the portion of Tract A so excluded.

Exhibit "B"

Permitted Exceptions

1. The terms and conditions contained in the documents recorded in Volume 328, Page 289, Real Property Records of Lubbock County, Texas.

2. Electric transmission line right of way granted to Texas Utilities Company in instrument of record in Volume 118, Page 421 of the Deed Records of Lubbock County, Texas, corrected and/or expanded upon by instrument of record in Volume 166, Page 481 of the Deed Records of Lubbock County, Texas.

3. Limitations on Access as set forth in Deed - Controlled Access Highway Facility recorded in Volume 9813, Page 111, Official Public Records of Lubbock County, Texas.

4. Evidence of gas line facilities conveyed by Pioneer Corporation to Energas Company in instrument of record in Volume 3176, Page 184 of the Real Property Records of Lubbock County, Texas, and specifically referencing existing facilities in the Southwest quarter of Section 17, Block B at the intersection of Slide Road and Brownfield Highway on Page 212 thereof.

5. Retained interest, if any, held by public and private utility companies authorized by the City of Lubbock to the use of alleys of the City of Lubbock to maintain existing facilities, if any, in previous alley locations dedicated by reference on plats attached to instruments of record in Volume 363, Page 462 and Volume 1051, Page 37 Deed Records of Lubbock County, Texas, and Volume 3463, Page 254, Real Property Records of Lubbock County, Texas, respectively, a portion of which were quitclaimed to previous contiguous owners in instruments of record in Volume 853, Pages 181 and 185, respectively, Deed Records of Lubbock County, Texas, in exchange for simultaneous utility easement grants to the City of Lubbock, Southwestern Bell Telephone Company, Southwestern Public Service Company, Pioneer Natural Gas Company, "and any other public utilities whether named herein or not which may in the future be granted a franchise or who may be authorized by the City of Lubbock to use the streets and alleys of the City of Lubbock..." by instruments of record in Volume 858, Pages 153 and 195, respectively, Deed Records of Lubbock County, Texas, only to the extent said public or private utilities would not be bound by Lubbock City Ordinance recorded in Volume 5147, Page 206, Real Property Records of Lubbock County, Texas.

6. Energas easement created on Plat attached to Dedication Deed recorded in Volume 3463, Page 254 of the Real Property Records of Lubbock County, Texas, and referenced on Plat of Tract A, Eckerd Addition attached to Dedication Deed recorded in Volume 5147, Page 210, corrected in Volume 5167, Page 294, Real Property Records of Lubbock County, Texas.

7. Subject to all the terms, conditions, provisions, limitations set forth in lease agreement evidenced by short-form lease agreement dated June 24, 1996, by and between Lubbock Centers, Ltd. and Eckerd Corporation, recorded in Volume 5238, Page 20, Real Property Records of Lubbock County, Texas.

8. Those matters reflected on Plat attached to Dedication Deed recorded in Volume 5147, Page 210 of the Real Property Records of Lubbock County, Texas, corrected by Plat attached to Dedication Deed recorded in Volume 5167, Page 294 of the Real Property Records of Lubbock County, Texas, including but not limited to ten foot (10') Energas easement along Southwest and Northwest portion of property, twenty foot by twenty foot (20' x 20') underground utility

easement along South boundary, switch enclosure easement to Lubbock Power and Light in Southeast corner of Property, ten foot (10') water line easement along Southwest and Northwest portion of Property together with blanket underground utility easement and garbage collection easements removed on corrected plat, but required to be granted prior to issuance of Certificate of Occupancy, all as set forth in "Notes" on Corrected Plat.

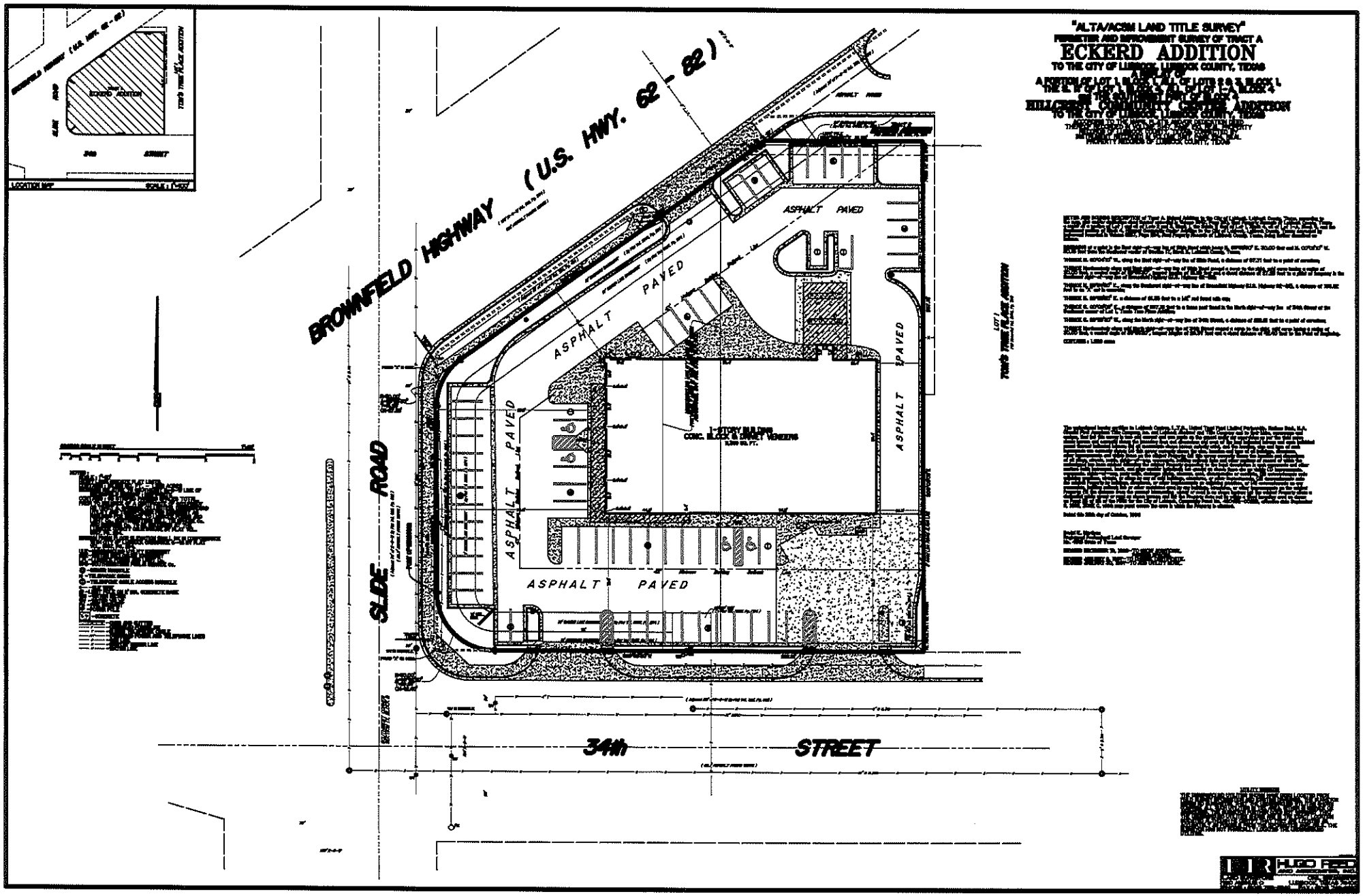
9. Rights, if any, of third parties with respect to any portion of the Property lying within the limits or boundaries of any public or private roadway or alley.

10. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting title to the Property that would be disclosed by an accurate and complete land survey of the Property, including, without limitation, all visible and apparent easements or uses, and all underground easements or uses, the existence of which may arise by unrecorded grant or by use.

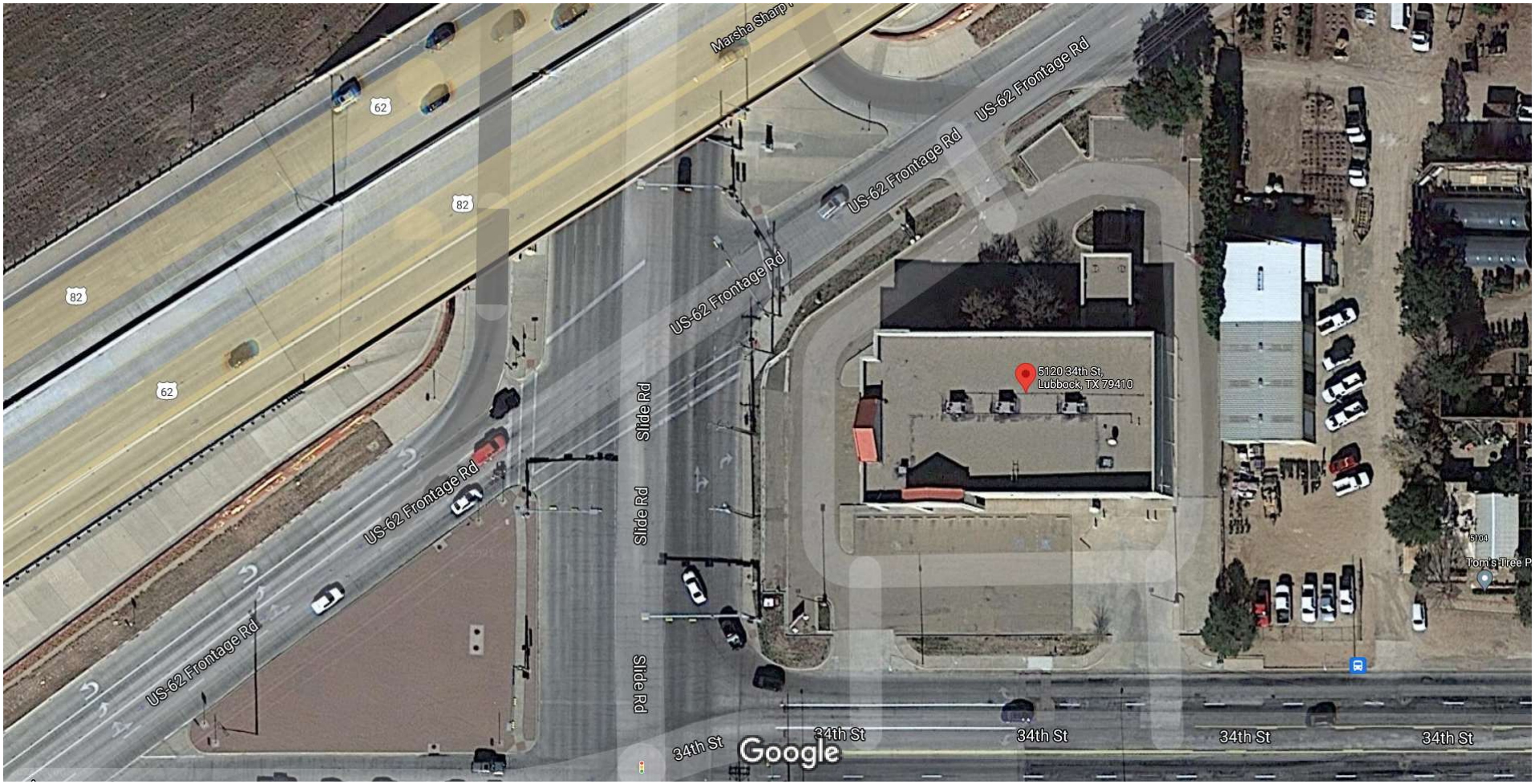
FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Kelly Pinion, County Clerk
Lubbock County TEXAS
March 12, 2014 03:58.27 PM
FEE: $49.00 2014008333


"ALTA/ACSM LAND TITLE SURVEY"
PERIMETER AND IMPROVEMENT SURVEY OF TRACT A
ECKERD ADDITION
TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS
BROWNFIELD HIGHWAY (U.S. HWY. 62 - 82)
SLIDE ROAD
34th STREET
ASPHALT PAVED
1-STORY BUILDING
CONC. BLOCK & BRICK VENEERS
LOCATION MAP

Google Maps 5120 34th St



Map data ©2021 , Map data ©2021 20 ft

5120 34th St

Building

Directions | Save | Nearby | Send to your phone | Share

5120 34th St, Lubbock, TX 79410

Photos

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-I***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Alex Scarborough President, WTS Inc.

Signature: Alex Scarborough

Address: 5104-34th, Lubbock, TX 79410

Address of Property Owned: Same

Phone Number: 806 799 3677

Email alexs@txmstreeplace.com

Zone Case Number: **2904-I** R143962 Recipient 1 of 3

WEST TEXAS SERVICES INC
5104 34TH ST

LUBBOCK TX 79410-2313

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

Meeting Date: 09/28/2021

Information

Agenda Item

Public Hearing - Planning: Consider a request for Zone Case 2904-J, a request of Fusion LED Displays DBA Sign-Express for Behold the Signs, for a Specific Use for a billboard on property zoned Heavy Manufacturing District (M-2), at 901 Marsha Sharp Freeway, located south of Marsha Sharp Freeway and west of Texas Avenue, Original Town of Lubbock Addition, Block 7, part of Lots 22-24, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on September 2, 2021, and recommended denial of the request by a vote of 0-8-0. Therefore, a minimum of 6 out of 7 Council votes are required to approve the request.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance Zone Case 2904-J
Staff Report 2904-J
Documentation 2904-J

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-J; A ZONING CHANGE FROM M-2 TO M-2 SPECIFIC USE FOR A BILLBOARD AT 901 MARSHA SHARP FREEWAY, LOCATED SOUTH OF MARSHA SHARP FREEWAY AND WEST OF TEXAS AVENUE, ORIGINAL TOWN OF LUBBOCK ADDITION, BLOCK 7, PART OF LOTS 22-24, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation, with the Commission recommending denial of the proposed changes in zones and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety, and general welfare to make the proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; and

WHEREAS, the City Council, by three fourths vote in accordance with Section 211.006(f) of the Texas Local Government Code and Section 40.01.005(c)(3) of the City of Lubbock Code of Ordinances, voted to approve the proposed changes in Zoning; **NOW THEREFORE:**

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

ZONE CASE NO. 2904-J

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **M-2** to **M-2 Specific Use** at **a Billboard,** City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **M-2** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3103(u)(4) of Codified Zoning Ordinance No. 7084 on the property described as **901 Marsha Sharp Freeway, located south of Marsha Sharp Freeway and west of Texas Avenue, Original Town of Lubbock Addition, Block 7, part of Lots 22-24**, 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-J
September 2, 2021

Planning Department
City of Lubbock

Staff Report	Zone Case 2904-J
City Council Meeting	September 28, 2021

Applicant Fusion LED Displays DBA Sign-Express

Property Owner Behold the Signs

Council District 1

Recommendations
- Staff recommends Approval.

Prior Board or Council Action
- April 21, 1909: This property was annexed through Ordinance V1 P12.
- March 13, 1941: This property was zoned District L (Heavy Manufacturing District) through Ordinance 661.
- September 2, 2021, Zone Case 2904-J: The Planning and Zoning Commission recommended denial of a Specific Use for a Billboard on property zoned M-2 by a vote of 0-8-0.

Notification Summary
- Notifications Sent: 6
- Received In Favor: 0
- Received In Opposition: 2 (One received from outside boundary area)

Site Conditions and History
The subject property was annexed in 1909 and is currently vacant.

Adjacent Property Development
Marsha Sharp Freeway is located to the north, and the properties further to the north are zoned High Density Apartment District (A-2) and are developed with apartments. The property to the east is zoned M-2 and IHC and is vacant. The properties to the south and west are zoned IHC and Central Business District, Civic Center (CB-5). There is an industrial building to the southwest of the subject property, on the opposite side of the railroad tracks.

Zoning Request and Analysis
Item Summary
The subject property is addressed as 901 Marsha Sharp Freeway, and is located south of Marsha Sharp Freeway and west of Texas Avenue. The applicant is requesting a Specific Use for a billboard on property zoned M-2. The billboard is proposed to be in a "V" shape, with each sign being 30 feet wide by 10 feet tall for a total area of 600 square feet, taking into account both sides of the sign.

Current zoning: **Heavy Manufacturing District (M-2)**

Requested zoning: **Specific Use for a Billboard**

Intent Statements
The intent of the current M-2 zoning is "…to provide for those uses defined as heavy industrial and/or manufacturing use which will or may produce off-site noise, odor, or dust. The regulations are designed to provide standards for proper on-site development and to protect the environmental quality of adjacent areas and the city in general."

The intent of the proposed 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 proposed Specific Use location is along Texas Avenue, which is designated as a Collector, and Marsha Sharp Freeway, which is designated as a Freeway by the Master Thoroughfare Plan, 2018. Freeways are intended to move high volumes of automobile traffic at relatively high speeds over long distances and Collector streets are designed for medium volumes of vehicles operating at lower speeds that provide access and movement within residential, commercial, and industrial areas (Comprehensive Plan, pages 86-87). These types of roads will be suitable for the proposed use of the property.

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 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 billboard.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Notification Response Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. 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 2904-J

Allowable Uses: Heavy Manufacturing District (M-2)

Specific Use District

Transportation: The proposed development has points of access from Marsha Sharp Freeway and Avenue Q.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Marsha Sharp Freeway *Freeway, Completed*	R.O.W. 350 feet, six-lane, undivided, paved	R.O.W. 350 feet, six-lane, undivided, paved
Texas Avenue *Principal Arterial*	R.O.W. 110 feet, eight-lane, undivided	R.O.W. 110 feet, eight-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 2904-J:** Fusion LED Displays DBA Sign-Express for Behold the Signs

Request for a Specific Use for a billboard on property zoned Heavy Manufacturing District (M-2), at:

- 901 Marsha Sharp Freeway, located south of Marsha Sharp Freeway and west of Texas Avenue, Original Town of Lubbock Addition, Block 7, part of Lots 22-24.

PLANNER JACOB HAWKINS stated there were six (6) notifications sent out. There was one (1) returned in opposition. Staff shared the location of the property including pictures and maps and discussed the surrounding area. Staff recommends approval of this request.

APPLICANT LEOLA ORMAN 2414 33rd Street, and son Justin McCray, advised their property is of no use for commercial business because you cannot drive to it. They have already cleaned up the property and will continue to maintain it. Justin recovered stolen lights from Buddy Holly Hall that had been stashed on the property and in his discussions with Tim Lee, found out they would be interested in advertising on the billboard. He was surprised that TxDOT sent a response in opposition; when he called TxDOT to set up the right-of-way, he was told there was no need, as there is room to access it from the service road. They will never cross the TxDOT property. They have used the easement to access the property and clean it up. It is a perfect solution to use the property for a billboard. If they are denied, then why are they being taxed on a property that is of no use? A billboard would be great for local business and a digital sign can be changed every day to advertise events in the Arts District. They would not have bought the property it if they couldn't have used it.

BOARDMEMBER DAN WILSON asked how long they have owned this tract of land. The applicant advised 9 months. They purchased it with the intent to construct a billboard.

ASSISTANT CITY ATTORNEY KELLI LEISURE asked the applicants if they have received a permit from TxDOT. The applicants stated TxDOT told them they do not issue permits, but the City does. It will require TxDOT approval.

BOARDMEMEBER RENEE CAGE asked how tall the billboard will be. The applicant advised it is 35 feet in height. The highway is 25 feet. They will target the east and west traffic on Marsha Sharp Freeway. It will be a V mounted sign that is 25 feet long. TxDOT has limits on placement near on and off ramps and it will meet those requirements.

OPPOSITION - MARY CRITES 4617 8th Street, advised the comp plan shows mixed use for this location, which would not allow a billboard. Billboards should have at least a 45 degree angle, so the shallowness of the angle would be 13 ½ degrees and the property will need to be plated, which would requires access.

OPPOSITION - STEPHEN FAULK MWM Architects, 2022 Broadway, has a client looking to redevelop the old LP&L building south of this property. This is a major entrance to the Arts District. This sign will block the view of his clients' property. This sign will also block Buddy Holly Hall. He severely doubts Buddy Holly Hall would use this sign. Ballet Lubbock will never use this billboard to advertise.

OPPOSITION - TIM COLLINS 311 York Avenue advised he is the Board Chairman for Lubbock Entertainment and Performing Arts. Tim Lee is the Operations Manager and cannot authorize any type of advertising on this sign. It is not the feeling of Buddy Holly Hall or LEPA to use this sign. He appreciates our sign ordinance.

OPPOSITION - JANE HENRY 5233 20th Street, advised her mother Louise Underwood moved to Lubbock when there were about 35,000 people here. She and her father worked to grow the Arts movement in the city. Once LHUCA and CASP got underway, that all changed and now we have a thriving First Friday Art Trail. She asked that the City not put more billboards up, especially digital ones. This billboard would block the hard work of LHUCA and CASP. She suggested the applicant could donate the property to LHUCA and they will put a sculpture on it.

OPPOSITION - CHAD DAVIS 8303 CR 6950 advised he serves on the LHUCA board. They were not within the 200' notification boundary, but are a neighbor. They are concerned about glare, as they have many outdoor activities where the glare would be a nuisance. They are also concerned about the size of the lot and access to the lot. A billboard is a business and must have access. To the north is a depressed part of Marsha Sharp Freeway. There is no access from the access road. Texas Avenue is also depressed. A driveway would probably not be approved at that corner, so how will emergency services access the site?

OPPOSITION - MONT MCCLENDON 16th and Salem, advised he works at 1500 Broadway. This request is not in conformance with the Comprehensive Plan. It is not the right use or the right time.

No one spoke in favor of the request.

In the matter of **Zone Case 2904-J** a motion was made by **DAN WILSON** and seconded by **JAMES BELL** to approve the request and the Commission members voted 0 (in favor) to 8 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.

Case Number 2904-J

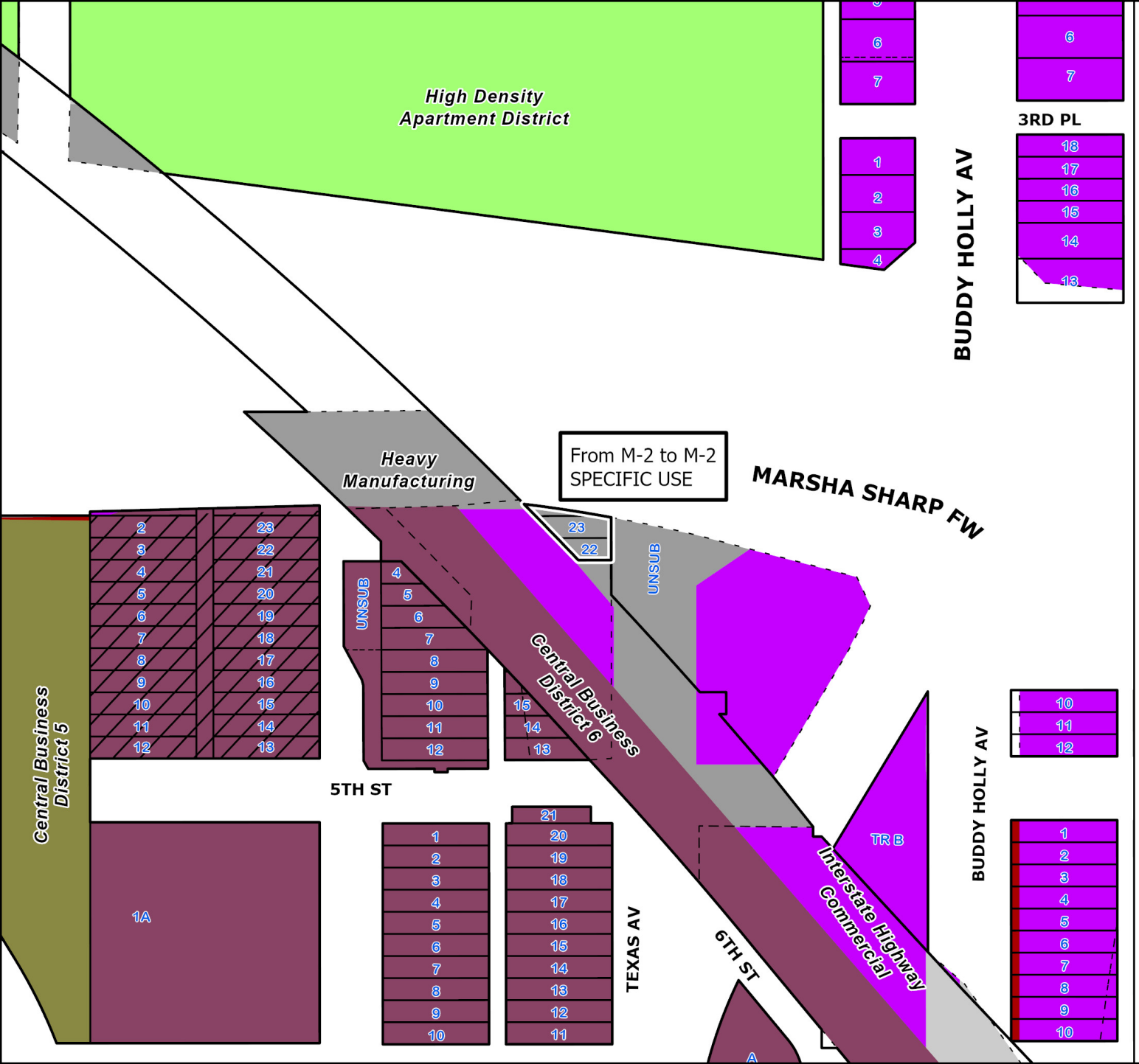
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: August 2021

PZC Mailout
Notifications Received
N
Marsha Sharp Freeway
Legend
Mailout Buffer 2904-J
Notification Result
In Favor
No Feedback
Opposed
Created by Planning Department
Date: 8/30/2021
0
50
100
200 Feet

Case Number 2904-J



Current Zoning 2904-J

Zoning Districts

- High Density Apartment
- Commercial
- Central Business District 5
- Central Business District 6
- Central Business District 6 Specific Use
- Interstate Highway Commercial
- Light Manufacturing
- Heavy Manufacturing

N

0 50 100 200 Feet

City of Lubbock TEXAS

Date Exported: August 2021

2904-J

View of subject property. View west.

View of adjacent property. View south.

View of adjacent property. View east.

View of adjacent property. View north.

N
MARSHA SHARP FW
901
911
70'
43'
Proposed
Sign Location
TEXAS AV

ACCOUNT #
SE0754

PRODUCTION RENDERING
CLIENT APPROVAL

SIGN-EXPRESS
LIGHTED SIGNS & LED DISPLAYS

BEHOLD THE SIGNS	210701-0905-A	QUO-	BAYLEE CUTSINGER-HAY	07/01/2021	
CLIENT NAME	SIGNED ART RENDERING	PROPOSAL ID	PROJECT MANAGER	DRAWING DATE	REVISION DATE

904 4th Street Lubbock, TX, 79545
INSTALL ADDRESS

3'-1 13/16" Tall x 3'-1 13/16" Wide HD Full Color 10mm SMD 96x96 Matrix Single Face Outdoor LED Display Modular Section
DESCRIPTION

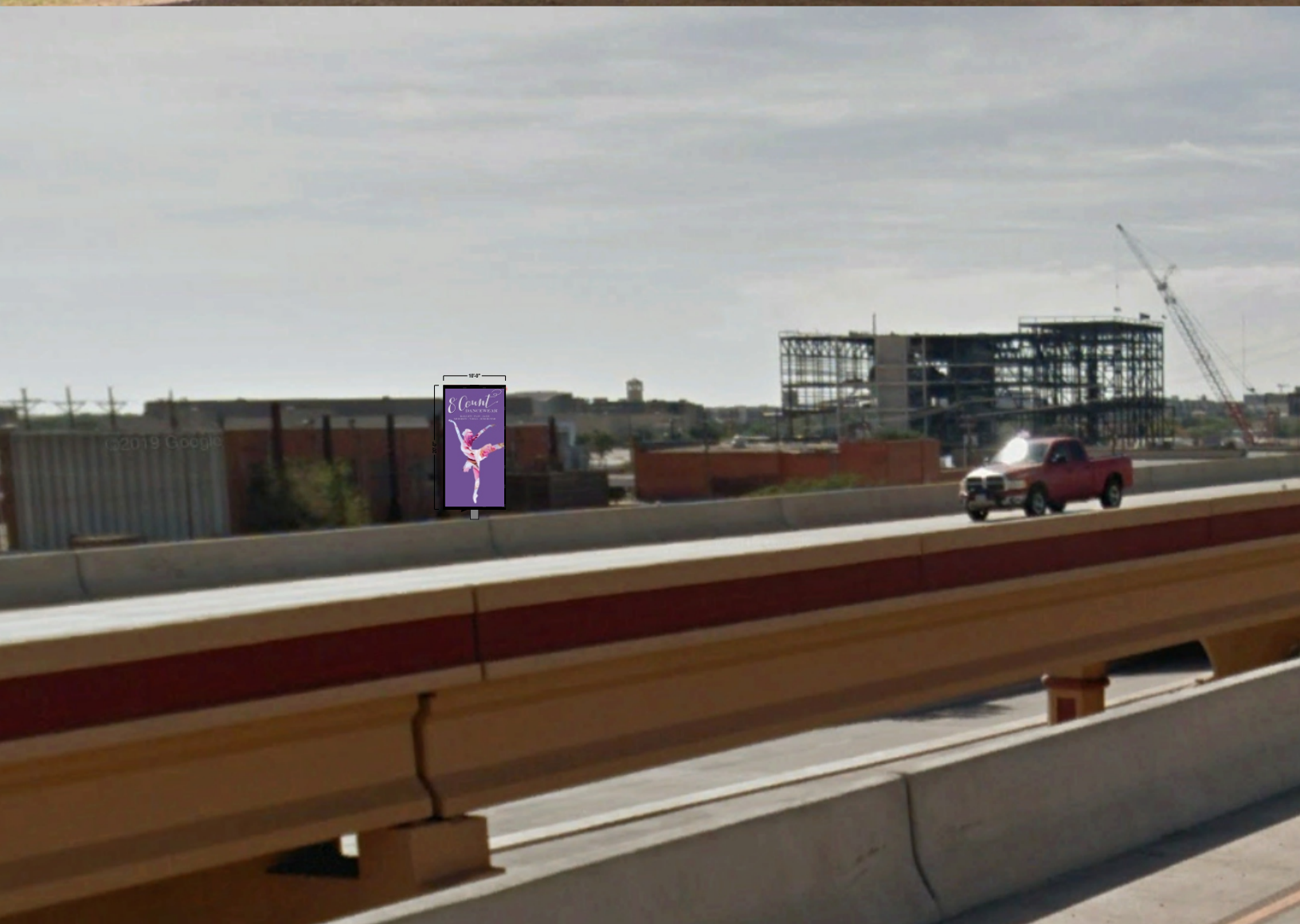
APPROVED BY | DATE

1924 RANKIN RD. STE 300, HOUSTON, TX 77073
© 2021 ALL RIGHTS RESERVED

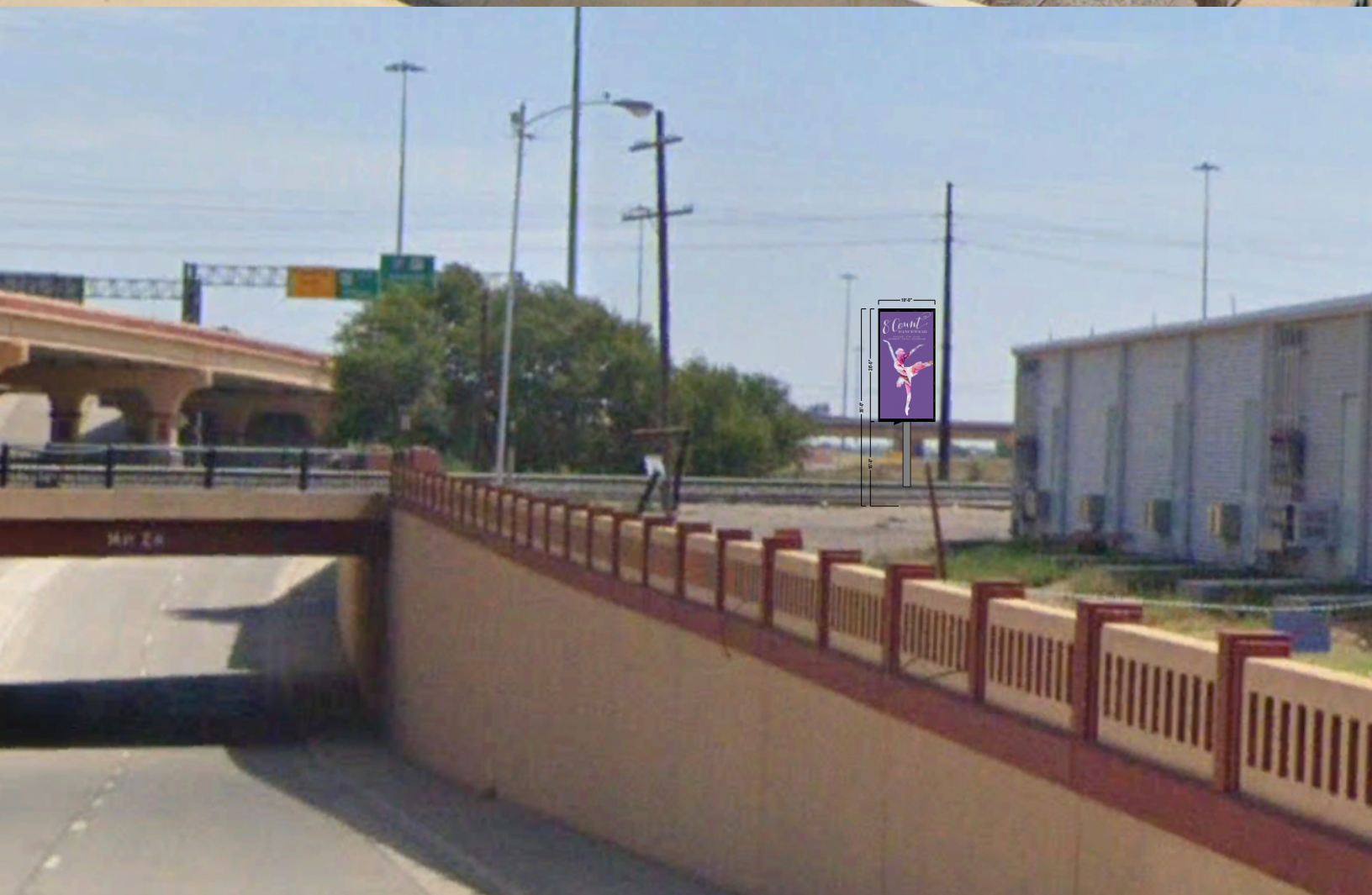
TOLL FREE: 800-888-5051
SIGN-EXPRESS.COM

UNDER ARTICLE 27 OF THE JOINT ETHICS COMMITTEE CODE OF FAIR PRACTICE FOR THE GRAPHIC ARTIST COMMUNICATIONS INDUSTRY: Examples of an artist's work furnished to a representative or a prospective buyer shall remain the property of the artist, shall not be reproduced in whole or in part without the expressed written consent or compensation and shall be returned in good condition if required. Any violation of this code shall be punished to the full extent of the law. Dimensions subject to minor changes due to detailed design considerations. Sign-Express will endeavor to closely match colors, including PMS colors where specified. We cannot guarantee exact matches due to varying compatibility of surface materials, vinyl and paints used. Sign-Express is not responsible for typographical errors.

ONLY
10'-0"
26'-0"
20'-0"
13'-0"


10'-0"
©2019 Google

10'-0"
8 Count
DANCEWEAR
37'-0"
35'-0"
15'-0"


10'-0"
8 Count
DANCEWEAR
25'-0"
20'-0"
5'-0"

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: 904 4th Street
Lots/Tracts: ENTRADA DEL NORTE TR A & CLOSED STREET LESS ROW
Survey & Abstract: ENTRADA DEL NORTE
Metes and Bounds Attached: Yes ☐ No ☑ Total Acreage of Request: 1
Existing Land Use: N/A Existing Zoning: Regular M2
Requested Zoning: Specific Use for Billboard M-2
If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

Representative/Agent Information (if different from owner)

Firm Name: Fusion LED Displays DBA Sign-Express
Name: Baylee Cutsinger-Hay
Address: 1924 Rankin Road Suite 300 City: Houston State: TX
ZIP Code: 77073 Telephone: 2819906011 Email: projectmanagement@sign-express.com
Applicant's Signature:
Date: 7/1/2021 Printed Name: Baylee Cutsinger-Hay

Owner Information

Firm Name: Behold the Signs
Owner: Leola Orman
Address: 1809 FM 608 City: Roscoe State: TX
ZIP Code: 79545 Telephone: 432-816-1671 Email: leola.orman@yahoo.com
Property Owner's Signature:
Date: 7/1/2021 Printed Name: Leola Orman

Preparer Information

Preparer's Signature:
Date: 7/1/2021 Printed Name: Baylee Cutsinger-Hay

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____
Request for zoning change from: _____ To: _____
Lots: _____ Blocks: _____
Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***2904-J***

In Favor ____

Opposed _X_

Reasons and/or Comments:

Federal law prohibits zoning for the purposes of a billboard. The digital billboard if commercial or any commercial billboard per the definition in law and state regulations regardless if it is in the city of Lubbock, requires permitting by TxDOT in accordance with all applicable regulations in 43 TAC Ch 21 Subchapter I. The location appears that the owner will need to cross TxDOT property to access the parcel, and if that is the factual true, that is also strictly prohibited.

Print Name TxDOT- Lubbock District- Director of TPD- Kylan Francis

Signature: DocuSigned by: DC1771104F184C1...

Address: 135 Slaton Rd, Lubbock, TX 79404

Address of Property Owned: R48752

Phone Number: 806-748-4490

Email: kylan.francis@txdot.gov

Zone Case Number: **2904-J** R48752 Recipient 3 of 6

TEXAS STATE OF
135 SLATON RD

LUBBOCK TX 79404-5201

From: Chad Davis
To: Bryan Isham
Subject: Item on Council Agenda tonight
Date: Thursday, September 2, 2021 12:11:52 PM

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.

Hello Sir!

I am on the Board for LHUCA and there is an item on Council Agenda tonight for a zoning change in preparation for a new LED Billboard at 901 Marsha Sharp. We are in opposition to this billboard for a number of reasons but, when I looked up the parcel I noticed it was very small. Are there any required setbacks for a sign of this size on that parcel? Is it allowed to overhang the property line?

Just curious if you could assist me here.

Chad Davis, ASLA, LI
Director of Landscape Architecture | Principal

Parkhill
806.473.3517 | CDavis@Parkhill.com

Please note that our email domain and website have changed to Parkhill.com.

Regular City Council Meeting **8. 9.**

Meeting Date: 09/28/2021

Information

Agenda Item

Public Hearing - Planning: Consider a request for Zone Case 3135-B, a request of Westar Commercial Realty for TopHat Operators, LLC, for a zone change from General Retail District (C-3) to Commercial District (C-4) Specific Use for a bar at 11824 Indiana Avenue, Suites #400 and #500, located west of Indiana Avenue and south of 118th Street, Cooper Plaza Addition, Tract C, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on September 2, 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 Zone Case 3135-B
Staff Report 3135-B
Documentation 3135-B

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. 3135-B; A ZONING CHANGE FROM C-3 TO C-4 SPECIFIC USE FOR A BAR, AT 11824 INDIANA AVENUE, SUITES #400 AND #500, LOCATED WEST OF INDIANA AVENUE AND SOUTH OF 118TH STREET, COOPER PLAZA ADDITION, TRACT C, 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. 3135-B

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-3** to **C-4 Specific Use** for **a Bar** zoning district at **11824 Indiana Avenue, Suites #400 and #500, located west of Indiana Avenue and south of 118th Street, Cooper Plaza Addition, Tract C,** City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **C-3** 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 **11824 Indiana Avenue, Suites #400 and #500, located west of Indiana Avenue and south of 118th Street, Cooper Plaza Addition, Tract C**, 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/ZC3135-B
September 2, 2021

Planning Department
City of Lubbock

Staff Report	Zone Case 3135-B
City Council Meeting	September 28, 2021

Applicant Westar Commercial Realty

Property Owner Tophat Operators, LLC

Council District 4

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- June 23, 2005: This property was annexed and zoned Transition (T) through Ordinance 2005-O0067.
- July 8, 2010, Zone Case 3135: This property was zoned from T to General Retail District (C-3) through Ordinance 2010-O0051.
- September 02, 2021, Zone Case 3135-B: The Planning and Zoning Commission Recommended approval of a zone change to C-4 Specific Use for a bar by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 8
- Received In Favor: 1
- Received In Opposition: 0

Site Conditions and History

The subject property was annexed in 1984 and developed with a shopping center.

Adjacent Property Development

The properties to the east and south are zoned General Retail District (C-3) and remain vacant. The property to the north is zoned General Retail District (C-3) and is developed with a shopping center. The property to the west is zoned High Density Apartment District (A-2) and is developed with an apartment complex.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 11824 Indiana Avenue Suite 400 and 500 and is located west of Indiana Avenue and south of 118th Street, Cooper Plaza, Tract C. The applicant requests a zone change from C-3 to C-4 Specific Use for a bar.

Current zoning: **General Retail District (C-3)**

Requested zoning: **Commercial District (C-4) Specific Use**

Intent Statements

The intent of the current C-3 zoning is, "…to provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such as state or federal highways. Because of the commercial nature of the permitted uses, compatibility with adjacent residential areas should be considered.

The intent of the proposed C-4 zoning is, "…to provide for heavy retail and wholesale commercial uses which serve a city-wide or regional area. Such districts should have frontage on regional thoroughfares such as state or federal highways.

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. The regulations require specific site planning on all aspects of proposed development to ensure that any variations of land uses or land use standards will be in harmony with the purposes and objectives of the zoning ordinance.

Traffic Network/Infrastructure Impacts
The proposed rezoning location will be along Indiana Avenue, with Indiana Avenue designated as a Principal 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.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The principles outlined in the Comprehensive Plan designates this area for "Commercial" land uses and notes that land uses in these areas can take numerous forms depending on context. The level of intensity for C-4 Specific Use is appropriate for this area and is consistent with the Future Land Use Plan. The Future Land Use Plan designates the surrounding properties for Commercial use and the proposed use is appropriate next to the established commercial uses.

Conformance with Zoning Ordinance
The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other 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 C-4 zoning district or the Specific Use for a bar.

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 3135-B

Allowable Uses: Commercial District (C-4)

Specific Use District

Transportation: The proposed development has point of access from Indiana Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Indiana Avenue, *Partial Arterial, Completed*	R.O.W. 110 feet, seven-lane, undivided, paved	R.O.W. 110 feet, seven-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

5.6 **Case 3135-B:** Westar Commercial Realty for TopHat Operators, LLC

Request for a zone change from General Retail District (C-3) to Commercial District (C-4) Specific Use for a bar, at:

- 11824 Indiana Avenue, Suites #400 and #500, located west of Indiana Avenue and south of 118th Street, Cooper Plaza Addition, Tract C.

PLANNER ASHLEY VASQUEZ stated there were eight (8) notifications sent out. There was one (1) received in support and zero (0) in oppoition. Staff shared the location of the property including pictures and maps and discussed the surrounding area. Staff recommends approval of this request.

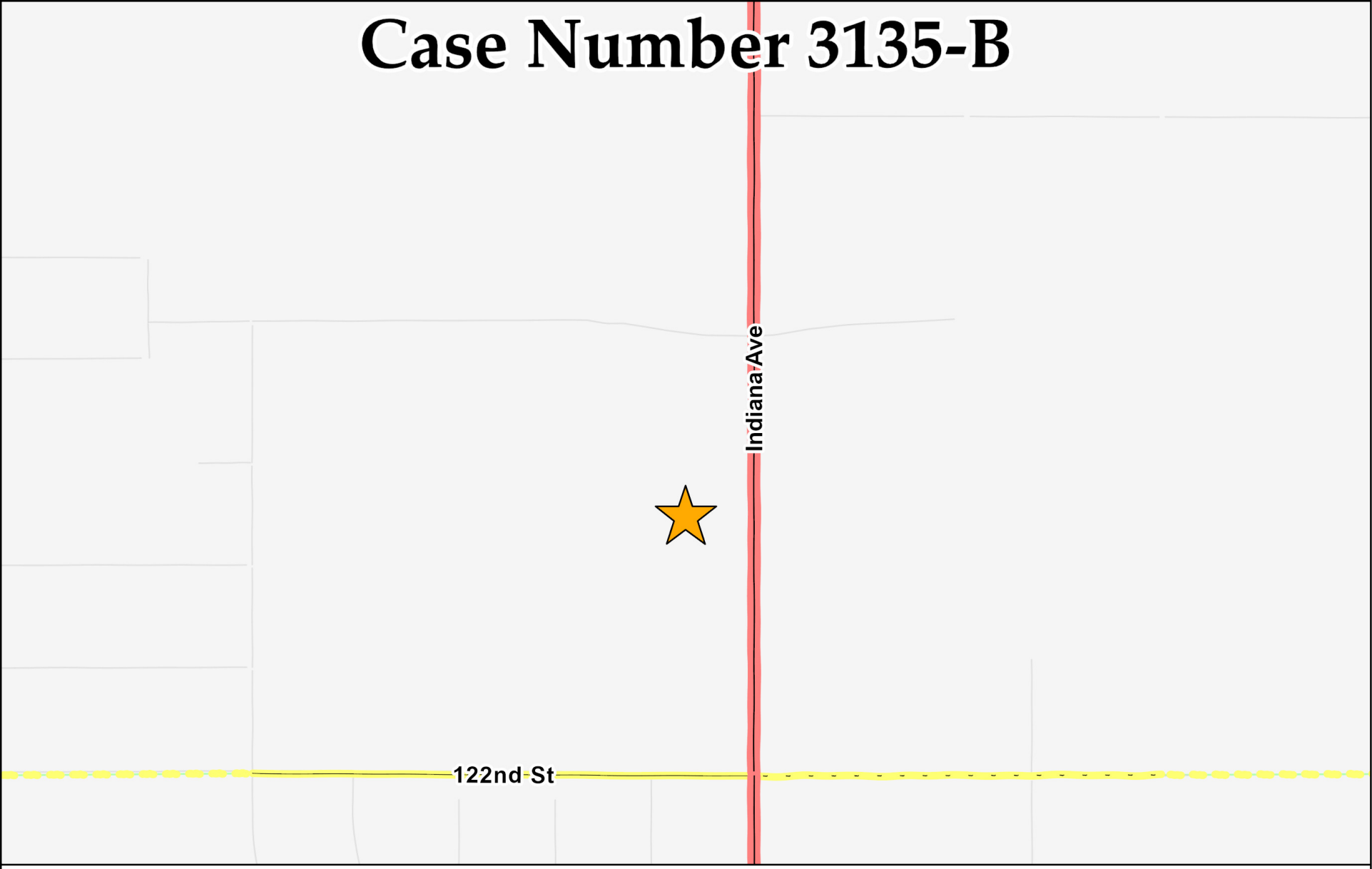
APPLICANT WADE AND SARAH CYPERT 4001 125th Street, advised they have a winery license with TABC and the location will have a front retail area, and they will serve wine with charcuterie boards. They are not a restaurant, but will have a wine dinner quarterly.

BOARDMEMBER DAN WILSON asked if it would be similar to the Wine Nest. The applicant advised it would, but they will be more focused on wine and retail. They will sell wine products, meats and cheese, etc.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 3135-B** a motion was made by **JAMES BELL** and seconded by **SUSAN TOMLINSON** to approve the request 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 3135-B



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: August 2021

PZC Mailout Notifications Received

N

Legend

- LocatorPnt3135_B
- MailoutBuffer3135_B
- <all other values>

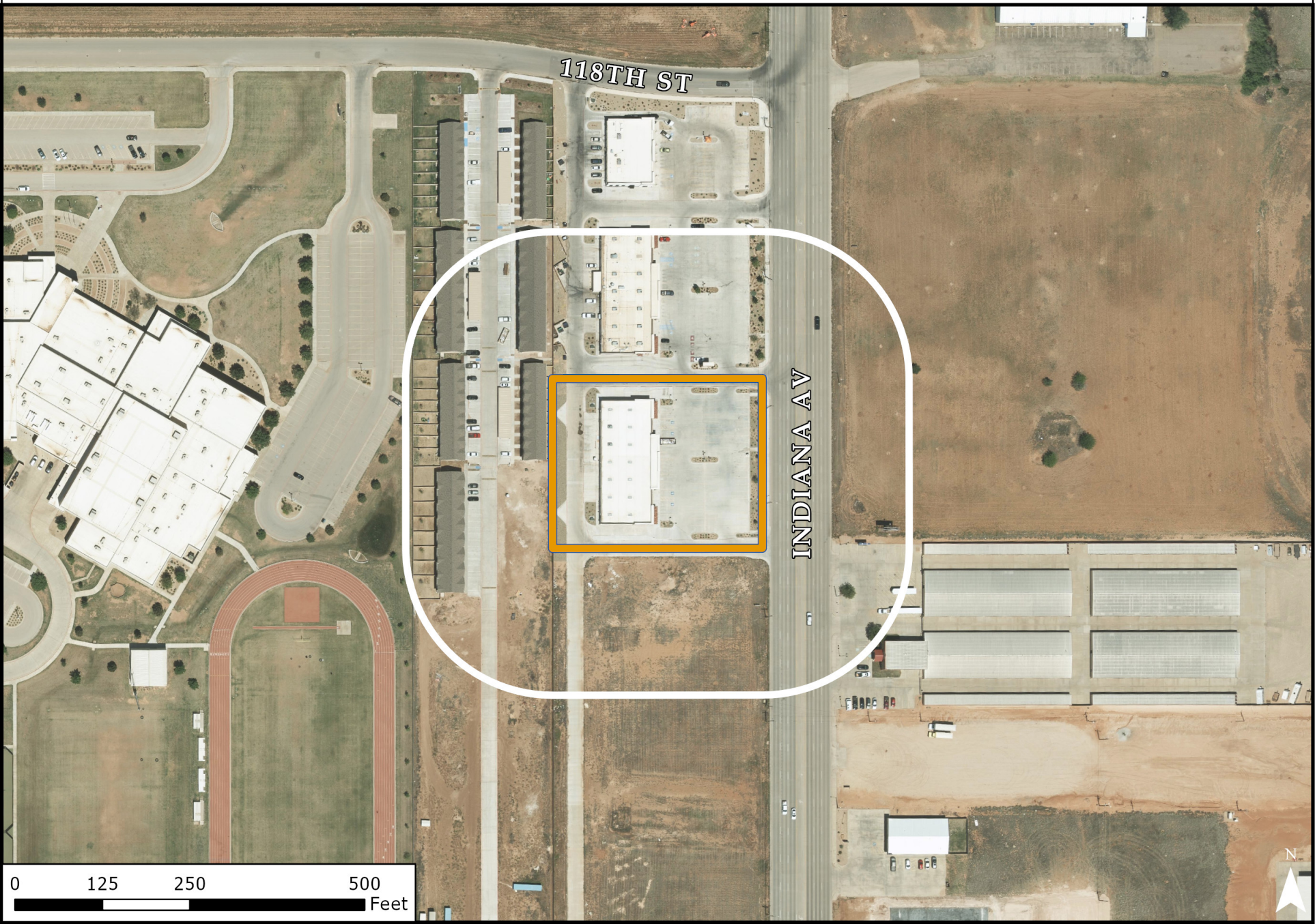
Notification Result

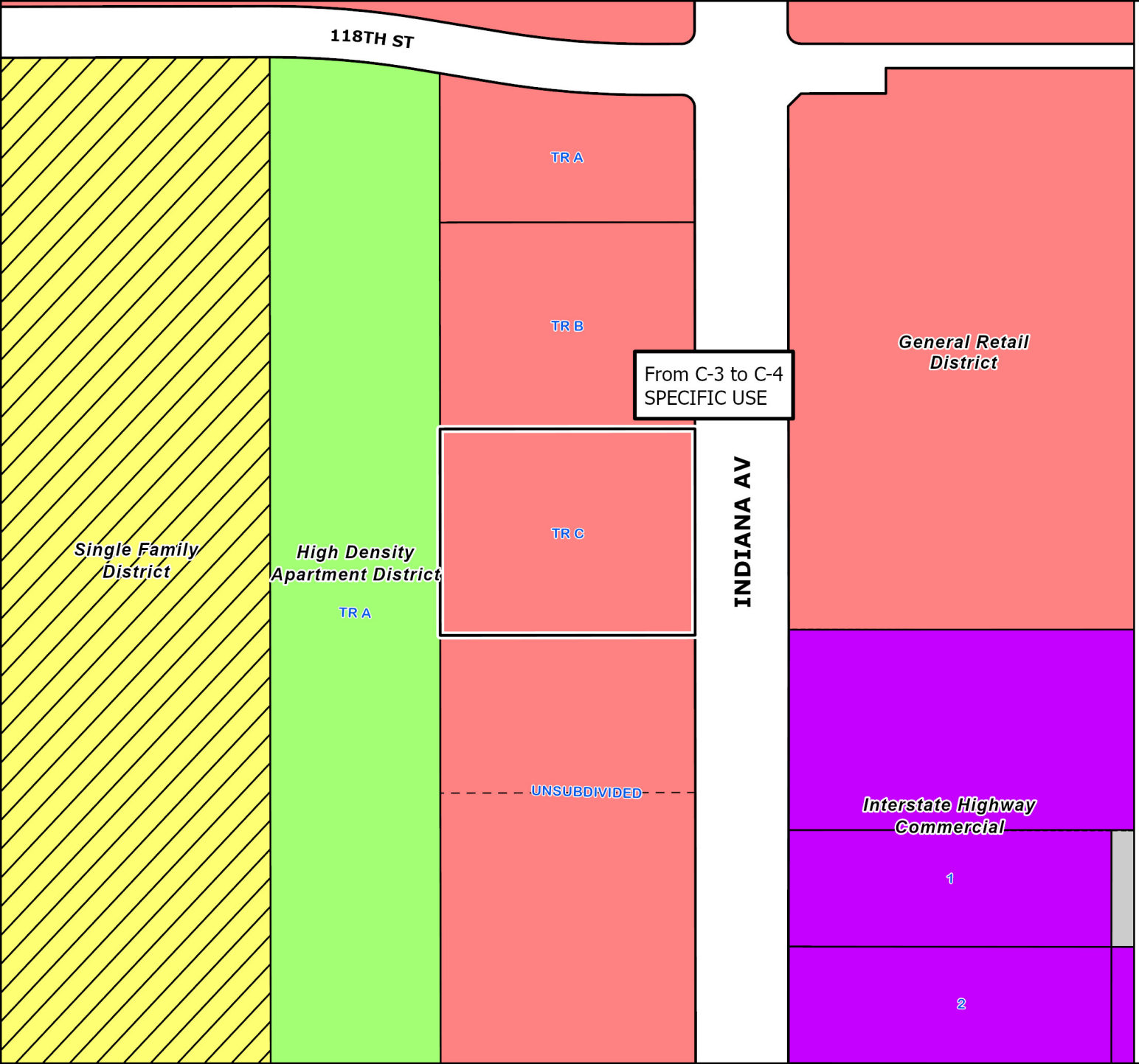
- In Favor
- No Feedback
- Opposed

0 395 790 1,580 Feet

Created by Planning Department
Date: 8/31/2021

Case Number 3135-B





Current Zoning
3135-B

Zoning Districts

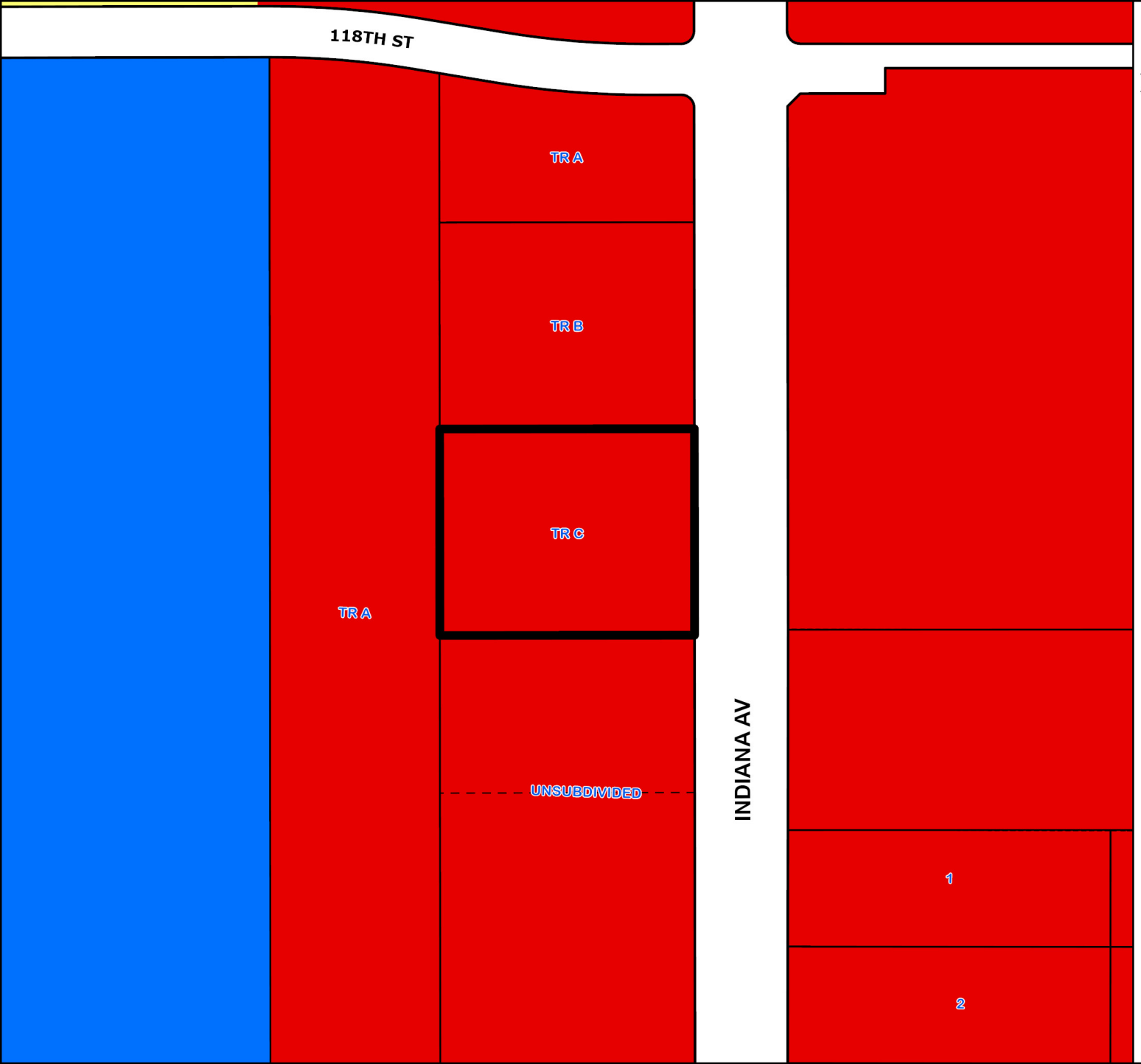
- High Density Apartment
- General Retail
- Interstate Highway Commercial
- Light Manufacturing
- Single Family Specific Use

N

0 50 100 200 Feet

City of Lubbock TEXAS

Date Exported: August 2021



Future Land Use Plan
Case 3135-B

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: August 2021

3135-B

Subject property view to the west.

View to the east.

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: 11824 Indiana # 500 & 400

Lots/Tracts: COOPER PLAZA TR C

Survey & Abstract: _____

Metes and Bounds Attached: Yes ☐ No ☑ Total Acreage of Request: _____

Existing Land Use: _____ Existing Zoning: C-3

Requested Zoning: C-4 (specific use)

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: Westar Commercial Realty

Name: Kevin Watt

Address: 4415 71st #12 City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-778-5072 Email: kevin@lubbockwestar.com

Applicant's Signature: Kevin Watt

Date: _____ Printed Name: _____

Owner Information

Firm Name: _____

Owner: TOPHAT OPERATORS LLC Rodney Warren

Address: _____ City: _____ State: _____

ZIP Code: _____ Telephone: _____ Email: _____

Property Owner's Signature: _____

Date: _____ Printed Name: RODNEY WARREN

Preparer Information

Preparer's Signature: _____

Date: _____ Printed Name: _____

For City Use Only

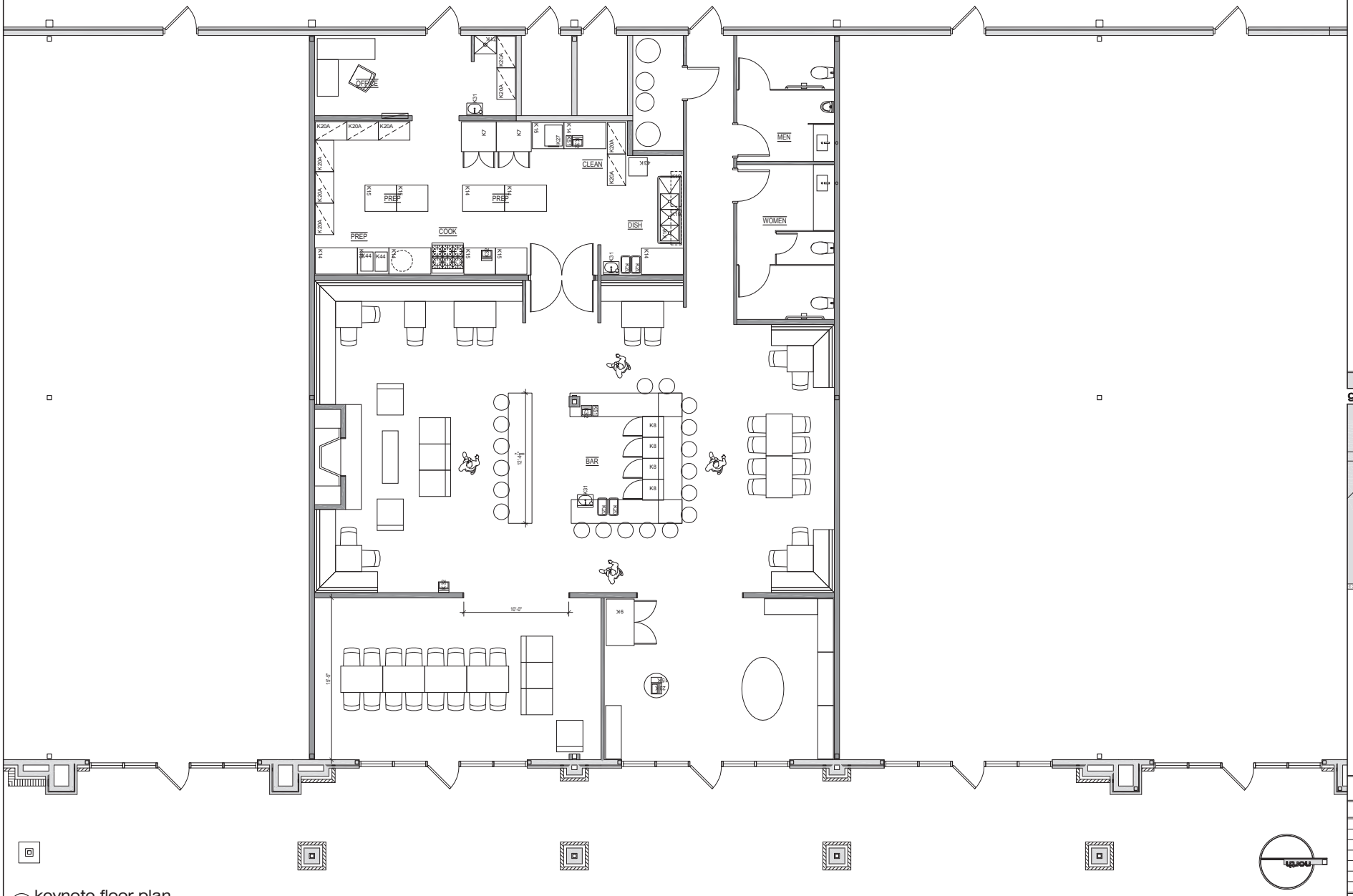
Zone Case No: _____ Planning and Zoning Commission Date: _____

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.



12 keynote floor plan
Scale: 1/4" = 1'-0"

AMICIS

FOR ---

118-- Indiana Avenue, Suite --, Lubbock, TX 79423

grayson l. harrist

802 ncr 1100
shallowater, texas
79363
cell: 806.543.7246

© 2017 - Grayson Harrist, Architect - All Rights Reserved

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

project number: 21-11

date:	issue:
5.14.21	prelim

sheet: A1.0

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.:** ***3135-B***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Natalie Carmona - Day : Company

Signature: Natalie Carmona

Address: 6309 Indiana Ave Suite B

Address of Property Owned: R54745 SE Corner of 114 : Indiana

Phone Number: 806-785-7300

Email: Natalie.dayco@gmail.com

Zone Case Number: **3135-B** R54745 Recipient 1 of 8

DAY & CO INC
6309 INDIANA AVE STE B

LUBBOCK TX 79413-5739

RECEIVED
AUG 30 2021
BY:

Regular City Council Meeting **8. 10.**

Meeting Date: 09/28/2021

Information

Agenda Item

Public Hearing - Planning: Consider a request for Zone Case 3257-M, a request of Hugo Reed and Associates, Inc. for 1585 Development, LLC and Rocket Partners I, LLC, for a zone change from Single-Family District (R-1) Specific Use to Single-Family District (R-1) with a Specific Use for Townhomes, generally located south of 137th Street and west of Elgin Avenue, on 3.4 acres of unplatted land out of Block AK, Section 1, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on September 2, 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 Zone Case 3257-M
Staff Report 3257-M
Documentation 3257-M

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-M; A ZONING CHANGE FROM R-1 SPECIFIC USE TO R-1 SPECIFIC USE FOR TOWNHOMES, GENERALLY LOCATED SOUTH OF 137TH STREET AND WEST OF ELGIN AVENUE, ON 3.4 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, 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-M

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 Specific Use** to **R-1 Specific Use** for **Townhomes** zoning district **generally located south of 137th Street and west of Elgin Avenue, on 3.4 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 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-1 Specific Use** 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 **generally located south of 137th Street and west of Elgin Avenue, on 3.4 acres of unplatted land out of Block AK, Section 1**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Bryan Isham, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

vw/CityAtt/Kelli/Zones/ZC3257-M
September 2, 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 R-1 SPECIFIC USE ZONING

METES AND BOUNDS DESCRIPTION of an approximate 3.4 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 Elgin Avenue, as dedicated by plat recorded under County Clerk File Number (CCFN) 2021026361 of the Official Public Records of Lubbock County, Texas (OPRLCT), for the most Easterly Northeast corner of this tract, which bears N. 88°02'16" W. an approximate distance of 2,672.5 feet and S. 01°52'07" W. an approximate distance of 2,811.3 feet from the Northeast corner of Section 1, Block AK;

THENCE S. 01°48'07" W. along the centerline of said Elgin Avenue, an approximate distance of 146.6 feet to a point for the Southeast corner of this tract;

THENCE N. 88°07'53" W., at an approximate distance of 42.0 feet pass the Western boundary of the plat limits of Lots 345-389, Viridian, an Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded under CCFN 2021026361, OPRLCT, continuing for an approximate total distance of 556.4 feet to a point for the Southwest corner of this tract;

THENCE N. 01°52'07" E. an approximate distance of 552.1 feet to a point for the Northwest corner of this tract;

THENCE S. 88°07'53" E. an approximate distance of 160.0 feet to a point for the most Northerly Northeast corner of this tract;

THENCE S. 01°52'07" W. an approximate distance of 405.5 feet to a point for an "ell" corner of this tract;

THENCE S. 88°07'53" E., at an approximate distance of 349.2 feet pass the Western boundary said plat limits of Lots 345-389, Viridian, continuing for an approximate total distance of 396.2 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.

Prepared for 1585 Development LLC and Rocket Partners I LLC
July 26, 2021

Planning Department
City of Lubbock

Staff Report	Zone Case 3257-M
City Council Meeting	September 28, 2021

Applicant Hugo Reed and Associates

Property Owner Thomas Payne on behalf of 1585 Development LLC and Rocket Partners I LLC

Council District 4

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- December 18, 2014: The northern portion of this property was annexed through Ordinance number 2014-O0148 and Zoned Transition (T).
- July 9, 2015, Zone Case 3257-A: The northern portion of this property was rezoned as Single-Family District (R-1) with a Specific Use for Reduced Setbacks.
- April 28, 2016: The southern portion of this property was annexed through Ordinance 2016-O0054 and zoned Transition (T).
- October 13, 2016, Zone Case 3257-B: The southern portion of the property was rezoned from Transitional (T) to Single-Family District (R-1) with a Specific Use for Reduced Setbacks.
- September 2, 2021, Zone Case 3257-M: The Planning and Zoning Commission recommended approval of a zone change from Single-Family District (R-1) Specific Use to Single-Family District (R-1) with a Specific Use for Townhomes by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 3
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The northern portion of the property was annexed in 2014 and the southern portion was annexed in 2016. Both properties have remained vacant and unsubdivided.

Adjacent Property Development

Properties to the north, west, and south are unsubdivided vacant land zoned R-1 Specific Use. Property to the east is vacant land zoned T, which has been subdivided as residential lots.

Zoning Request and Analysis

Item Summary

The subject properties are located south 137th Street and of west of Elgin Avenue. The applicant is requesting to rezone the subject properties from R-1 with a Specific Use for Reduced Setbacks to R-1 with a Specific Use for Townhomes.

Current zoning: **Single-Family District (R-1) Specific Use for Reduced Setbacks**

Requested zoning: **Single-Family District (R-1) Specific Use for Townhomes**

Intent Statements
The intent of the current and 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."

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. The regulations require specific site planning on all aspects of proposed development to ensure that any variations of land uses or land use standards will be in harmony with the purposes and objectives of the zoning ordinance"

Traffic Network/Infrastructure Impacts
The proposed rezoning location is located to the south of 138th Street and west of Elgin Avenue, both of which are designated as collectors. Collector streets are designed for medium volumes of vehicles operating at lower speeds and provide access and movement within residential, commercial, and industrial areas.

Compatibility with Surrounding Property
The proposed zoning is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The principles outlined in the Comprehensive Plan designates this area for "Low Density Residential" land uses. The proposed zone change to R-1 with a Specific Use for Townhomes is consistent with the designation and conforms to the principles of the Comprehensive Plan and Future Land Use Plan.

Conformance with Zoning Ordinance
The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other existing residential areas.

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.

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

Aslyn Henry
Planner
Planning Department
806-775-2021
ahenry@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3257-M

Allowable Uses: Single-Family District (R-1) Specific Use for Townhomes

Transportation: The proposed development has points of access from 138th Street and Elgin Avenue

Thoroughfare	Existing	Per Thoroughfare Development Plan
138th Street *Collector, Proposed*	R.O.W. 52 feet, two-lane, undivided, paved	R.O.W. 64 feet, two-lane, undivided, paved
Elgin Avenue *Collector, Proposed*	R.O.W. 64 feet, two-lane, undivided, paved	R.O.W. 64 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-M:** Hugo Reed and Associates for 1585 Development LLC and Rocket Partners I LLC

Request for a zone change from Single-Family District (R-1) Specific Use to Single-Family District (R-1) with a Specific Use for Townhomes, at:

- Generally located south of 137th Street and west of Elgin Avenue, on 3.4 acres of unplatted land out of Block AK, Section 1.

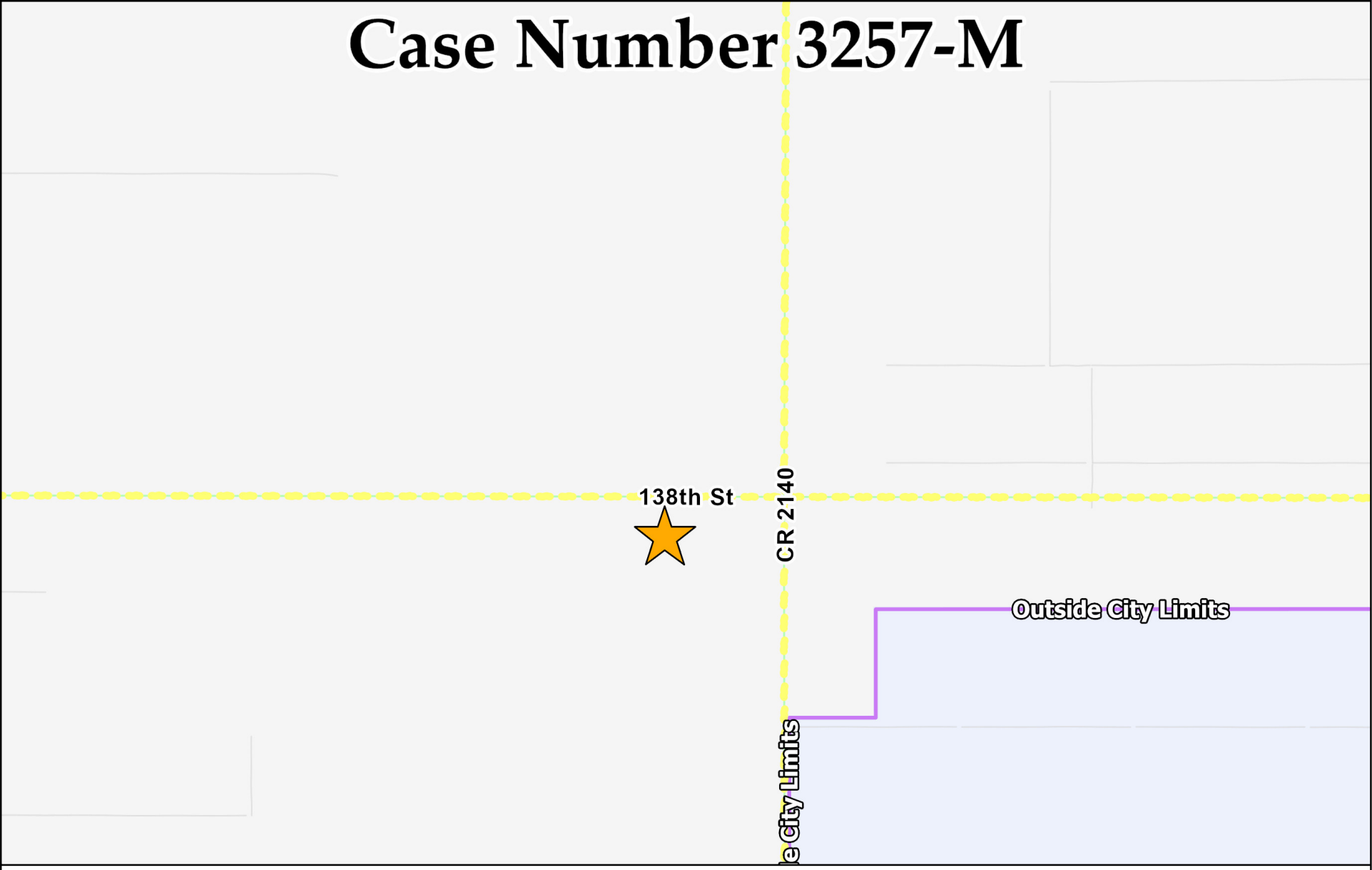
PLANNER ASLYN HENRY stated there were three (3) notifications sent out and zero (0) returned. Staff shared the location of the property including pictures and maps and discussed the surrounding area. Staff recommends approval of this request.

APPLICANT TERRY HOLEMAN 1601 Avenue N, Hugo Reed & Associates, Inc, explained this request is within the next phase in the Viridian development. It is located in the middle of the square mile of the entire development and they are proposing a row of townhomes.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 3257-M** a motion was made by **JORDAN WHEATLEY** and seconded by **JAMES BELL** to approve the request 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 3257-M



Collector
- Completed
- Partial
- Future

Minor Arterial
- Completed
- Partial
- Future

Modified Arterial
- Partial
- Future

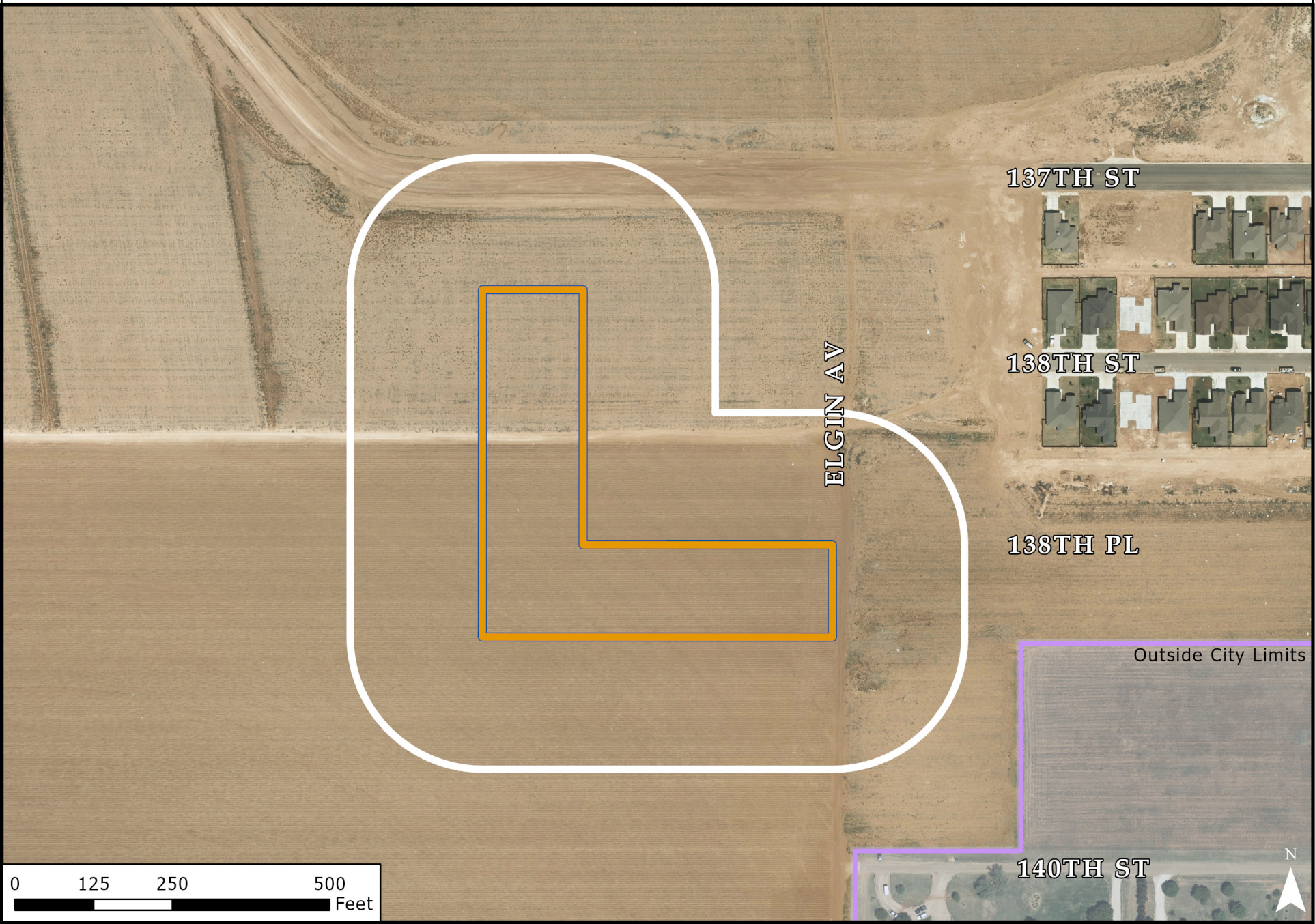
Principal Arterial
- Completed
- Partial
- Future

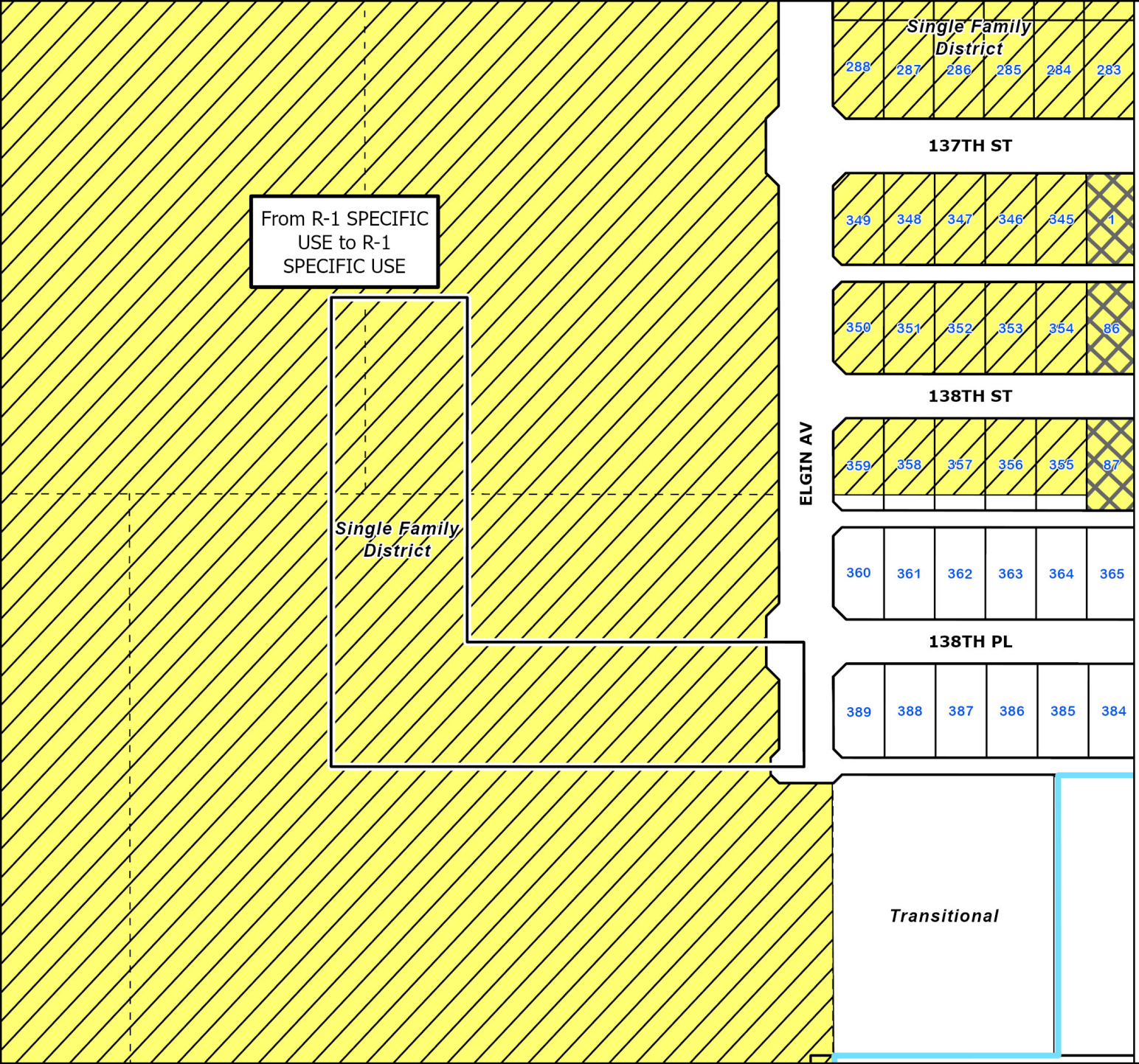
Freeway
- Completed
- Partial
- Proposed Outer Loop

N
W E
S

Date Exported: August 2021

Case Number 3257-M





Current Zoning
3257-M

Zoning Districts

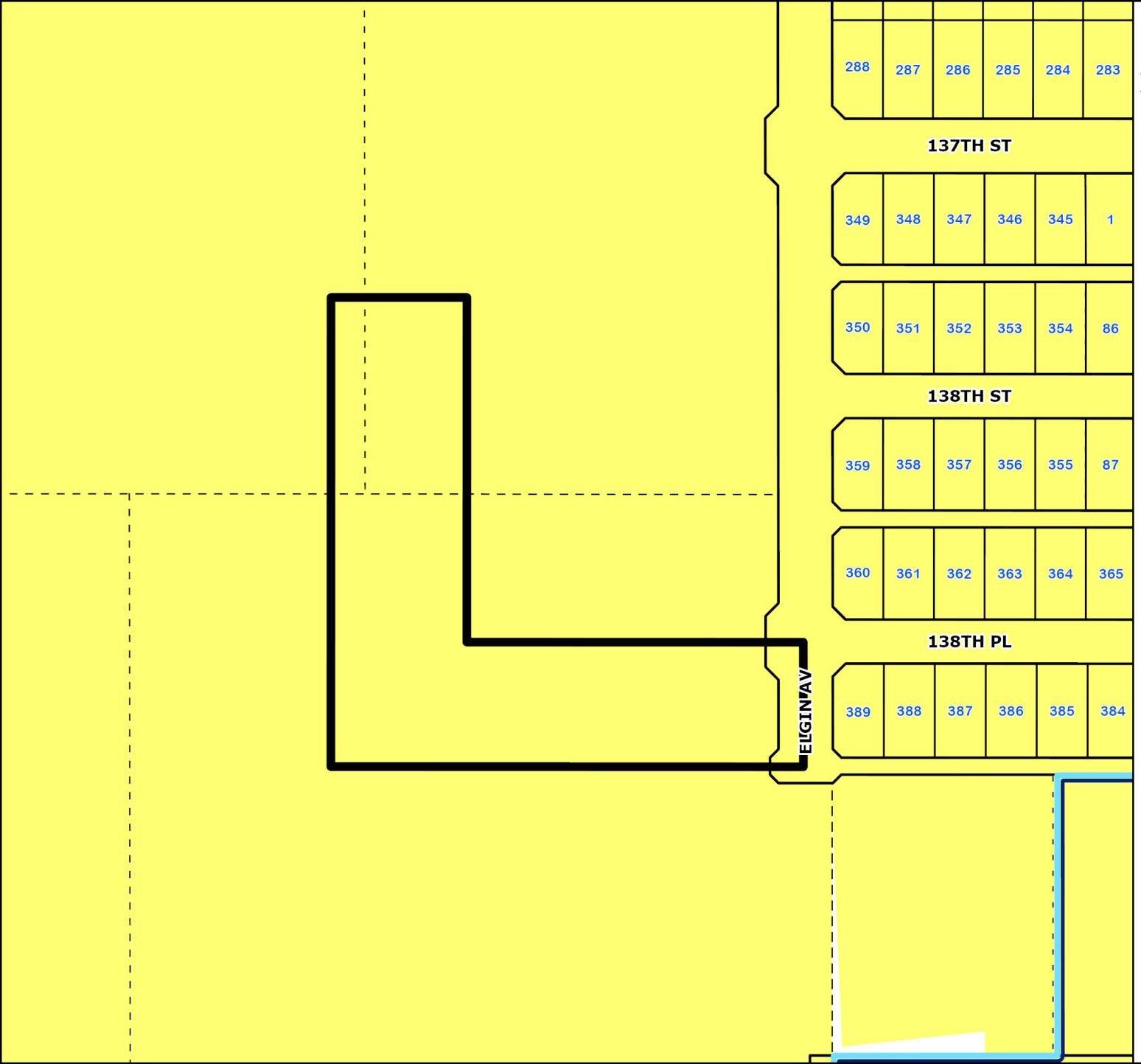
- Single Family Specific Use
- Single Family with Reducded Setbacks
- Transitional

N

0 50 100 200 Feet

City of Lubbock TEXAS

Date Exported: August 2021



Future Land Use Plan
Case 3257-M

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: August 2021

3257-M

View of the subject property to the south

View of property from the east

View of property to the north

View of property to the 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: West of Elgin Avenue, generally between 138th Place and 138th Street

Lots/Tracts: See Metes and Bounds Description

Survey & Abstract: Section 1, Block AK

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 3.4

Existing Land Use: Vacant Land Existing Zoning: R-1 Specific Use

Requested Zoning: R-1 Specific Use (for townhomes)

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 26, 2021 Printed Name: Terry Holeman

Owner Information

Firm Name: 1585 Development LLC and Rocket Partners I LLC

Owner: Thomas Payne on behalf of 1585 Development LLC and Rocket Partners I LLC

Address: PO Box 64664 City: Lubbock State: TX

ZIP Code: 79464 Telephone: 806-543-0667 Email: tpayn3@gmail.com

Property Owner's Signature:

Date: 7/23/20221 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:

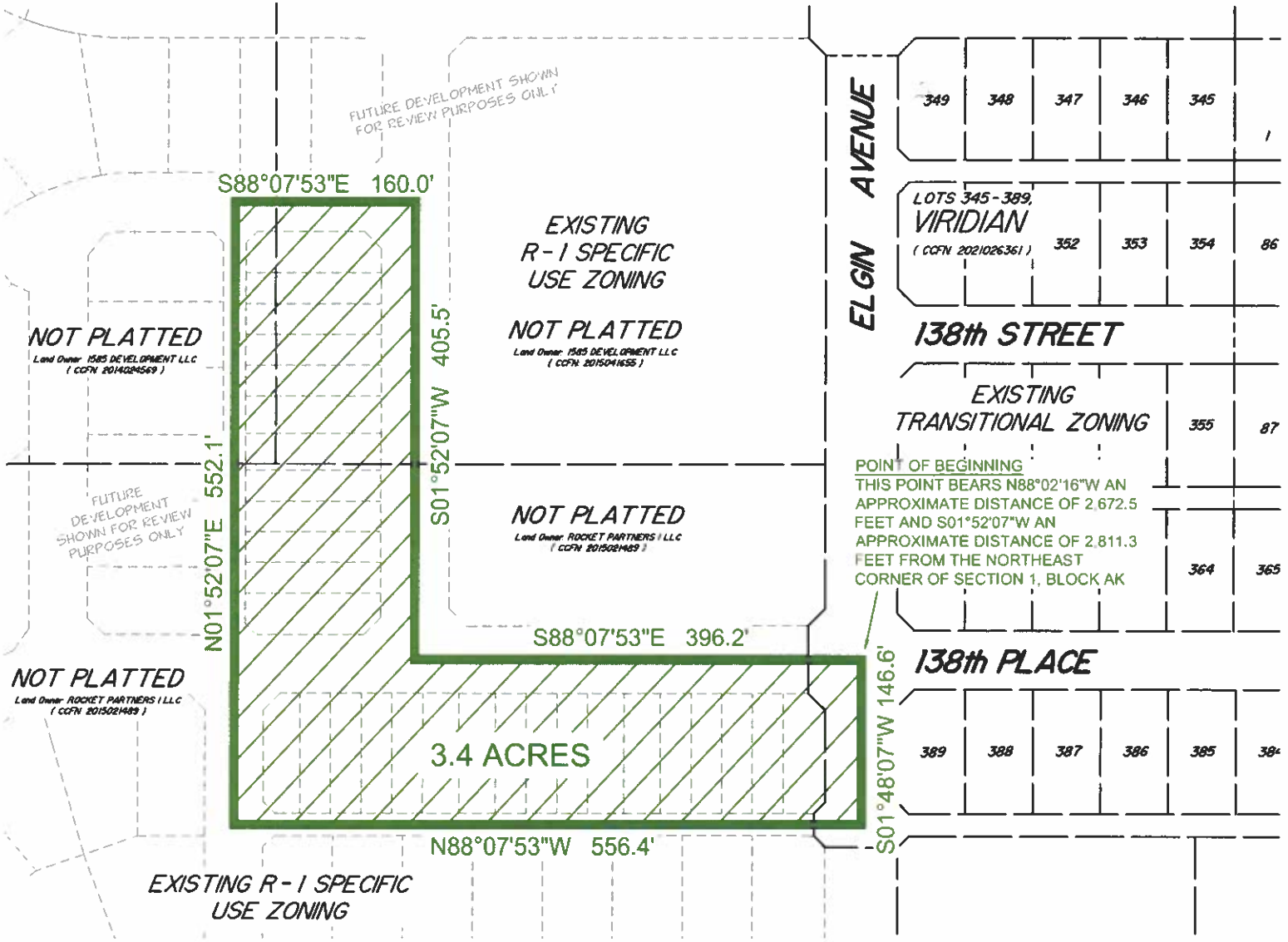
Lots: Blocks:

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.

PROPOSED ZONING

LOCATED IN SECTION 1, BLOCK AK

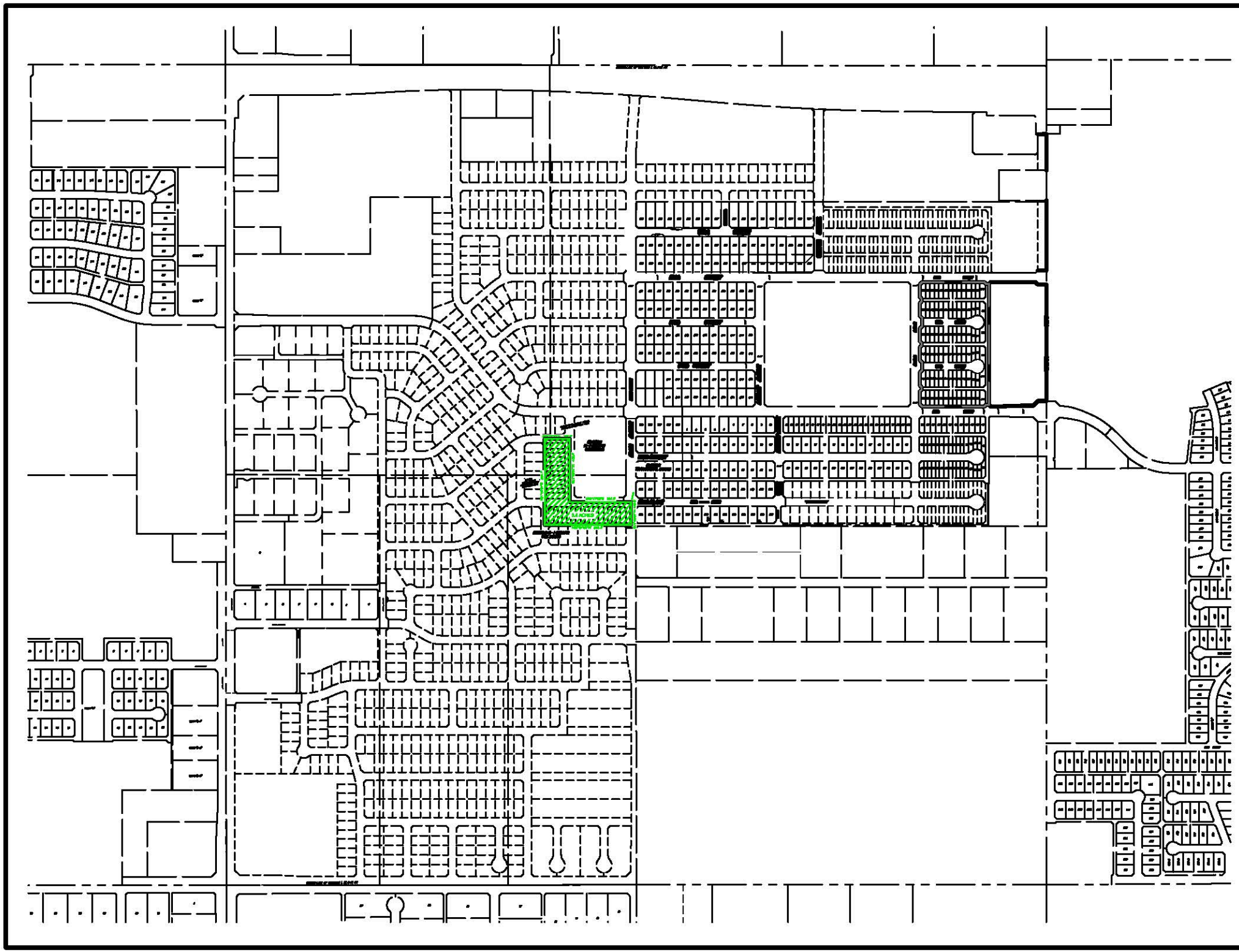


HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

THIS DOCUMENT IS RELEASED FOR ZONING PURPOSES ONLY.

RELEASE DATE: July 26, 2021



Regular City Council Meeting **8. 11.**

Meeting Date: 09/28/2021

Information

Agenda Item

Public Hearing - Planning: Consider a request for Zone Case 3308-D, a request of AMD Engineering, LLC for Dreambuilt Homes, Inc., Bushland Springs, LLC, Bo Properties, and HomeMakers Building Group, LLC, for a zone change from Single Family District (R-1) to Single Family District with Reduced Setbacks (R-1A), at 7211 through 7224 23rd Street, located east of Upland Avenue on the north and south sides of 23rd Street, Bushland Springs Addition, Lots 245-258, and 1.48 acres of unplatted land out of Block AK, Section 43, located at the northeast corner of Upland Avenue and 26th Street, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on September 2, 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-D
Staff Report 3308-D
Documentation 3308-D

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-D; A ZONING CHANGE FROM R-1 TO R-1A ZONING DISTRICT AT 7211 – 7224 23RD STREET, LOCATED EAST OF UPLAND AVENUE ON THE NORTH AND SOUTH SIDES OF 23RD STREET, BUSHLAND SPRINGS ADDITION, LOTS 245-258 AND 1.48 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 43, LOCATED AT THE NORTHEAST CORNER OF UPLAND AVENUE AND 26TH STREET, 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. 3308-D

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-1A** zoning district at **7211 – 7224 23rd Street, located east of Upland Avenue on the north and south sides of 23rd Street, Bushland Springs Addition, Lots 245-258 and 1.48 acres of unplatted land out of Block AK, Section 43, located at the northeast corner of**

Upland Avenue and 26th Street, 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-D
September 2, 2021

Rezone to R-1A

METES AND BOUNDS DESCRIPTION of a 2.87 acre (125,117 SF) tract of land located in Section 43, Block AK, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point in which bears S 88°12'08" E approximately 406.00 feet from a point located approximately 1,204.99 feet at a bearing of S 76°23'51" W from the northwesternmost corner of the recorded plat for Lots 101-146, Bushland Springs, an addition to the City of Lubbock, Lubbock County, Texas;

THENCE S 01°47'52" W an approximate distance of 308.00 feet;

THENCE N 88°12'08" W an approximate distance of 406.44 feet;

THENCE N 01°52'39" E an approximate distance of 308.00 feet to the Point of Begginning and containing approximately 2.87 acres, including any Right of Way.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Rezone to R-1A

METES AND BOUNDS DESCRIPTION of a 1.48 acre (64,610 SF) tract of land located in Section 43, Block AK, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point in which bears S 88°12'08" E approximately 407.28 feet from a point located approximately 1,301.84 feet at a bearing of S 65°05'42" W from the southwesternmost corner of the recorded plat for Lots 101-146, Bushland Springs, an addition to the City of Lubbock, Lubbock County, Texas;

THENCE S 01°47'52" W an approximate distance of 158.74 feet;

THENCE N 88°11'09" W an approximate distance of 407.48 feet;

THENCE N 01°52'39" E an approximate distance of 158.62 feet to the Point of Begginning and containing approximately 2.87 acres, including any Right of Way.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for: HomeMakers Building Group, LLC
DreamBuilt Homes, Inc.
Bo Properties
Bushland Springs, LLC
July 29, 2021

Planning Department
City of Lubbock

Staff Report	Zone Case 3308-D
City Council Meeting	September 28, 2021

Applicant AMD Engineering, LLC

Property Owner DreamBuilt Homes Inc, Bushland Springs LLC, Bo Properties, HomeMakers Building Group LLC

Council District 5

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- September 27, 1984: This property was annexed through Ordinance number 008660 and zoned Transition (T).
- October 10, 1985, Zone Case 2538: The property was rezoned from Transition (T) to Single-Family District (R-1).
- April 13, 2017, Zone Case 3308: The property was rezoned from Single-Family district (R-1) to Single-Family District (R-1) with a Specific Use for Reduced Setbacks, Two-Family District (R-2) with a Specific Use for Reduced Setbacks, High-Density Apartment District (A-2), General Retail District (C-3), and Industrial Park District (IDP)
- October 13, 2020, Zone Case 3308-B: The property was rezoned from Single-Family district (R-1) to Single-Family District (R-1) with a Specific Use for Reduced Setbacks, Two-Family District (R-2) with a Specific Use for Reduced Setbacks, and Industrial Park District (IDP) to Single-Family District (R-1) and Two-Family District (R-2).
- September 2, 2021, Zone Case 3308-D: The Planning and Zoning Commission recommended approval of a zone change from Single Family District (R-1) to Single Family District with Reduced Setbacks (R-1A) by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 14
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The property was annexed in 1984 and platted into 14 residential lots in May 2021. The properties are currently vacant.

Adjacent Property Development

Property to the north is vacant, zoned R-2, and platted as residential lots. Property to the east is vacant, zoned R-1 Specific Use, and also platted as residential lots. Property to the south is vacant, zoned R-2, and is unsubdivded. The property to the west is zoned Commercial District (C-4) and is developed with commercial retail.

Zoning Request and Analysis

Item Summary

The subject properties are located south of 19th Street and east of Upland Avenue. The applicant is requesting to rezone the subject properties from R-1 to R-1A.

Current zoning: **Single-Family District (R-1)**

Requested zoning: **Reduced Setback Single-Family District (R-1A)**

Intent Statements
The intent of the current R-1 zoning and 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."

Traffic Network/Infrastructure Impacts
The proposed rezoning location will have access from Upland Avenue, which is designated as a Principal Arterial in the Master Thoroughfare Plan, 2018. 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.

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-1A is consistent with the designation and conforms to the principles of the Comprehensive Plan and Future Land Use Plan.

Conformance with Zoning Ordinance
The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other existing residential areas.

Suitability of Property for Allowed Uses
The property is suitable for the proposed uses and will not need additional public improvements to support the intensity of uses described in the R-1A zoning district.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Aerial Map
D. Zoning Map
E. Future Land Use Map
F. Photos
G. Application and supporting documents

Staff Contacts

Aslyn Henry
Planner
Planning Department
806-775-2021
ahenry@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3308-D

Allowable Uses: Reduced Setback Single-Family District (R-1A)

Transportation: The proposed development has a point of access from Upland Avenue

Thoroughfare	Existing	Per Thoroughfare Development Plan
Upland Avenue *Principal Arterial (Modified)*	R.O.W. 85 feet, two-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-D:** AMD Engineering LLC for Dreambuilt Homes Inc, Bushland Springs LLC, Bo Properties, HomeMakers Building Group LLC

Request for a zone change from Single Family District (R-1) to Single Family District with Reduced Setbacks (R-1A), at:

- 7211 – 7224 23rd Street, located east of Upland Avenue on the north and south sides of 23rd Street, Bushland Springs Addition, Lots 245-258 and 1.48 acres of unplatted land out of Block AK, Section 43, located at the northeast corner of Upland Avenue and 26th Street.

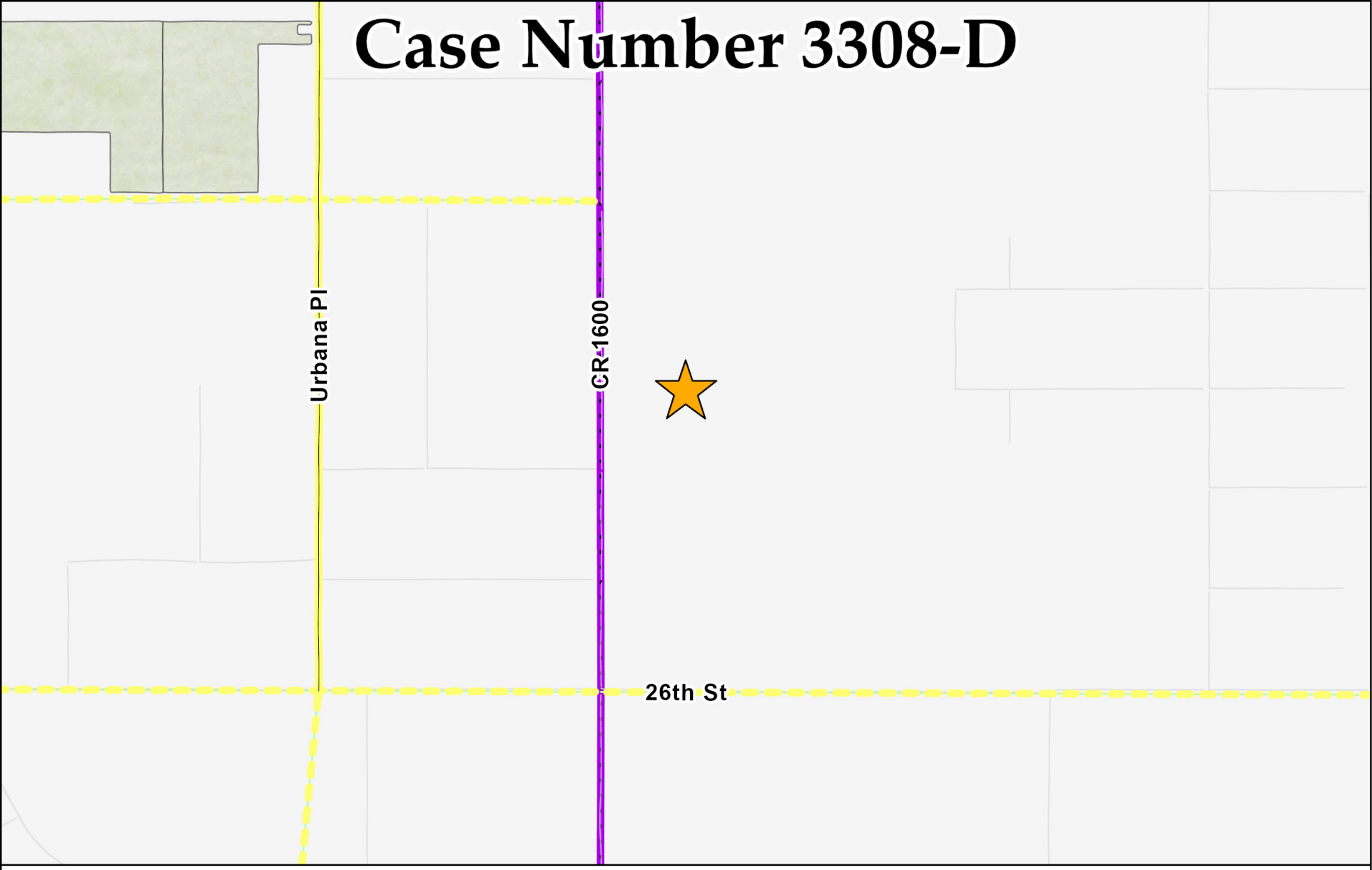
PLANNER ASLYN HENRY stated there were fourteen (14) notifications sent out. There were zero (0) returned. Staff shared the location of the property including pictures and maps and discussed the surrounding area. Staff recommends approval of this request.

APPLICANT WESTIN MCCOWEN AMD Engineering, LLC, 6515 68th Street, was available to answer questions.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 3308-D** a motion was made by **JAMES BELL** and seconded by **DAN WILSON** to approve the request 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 3308-D

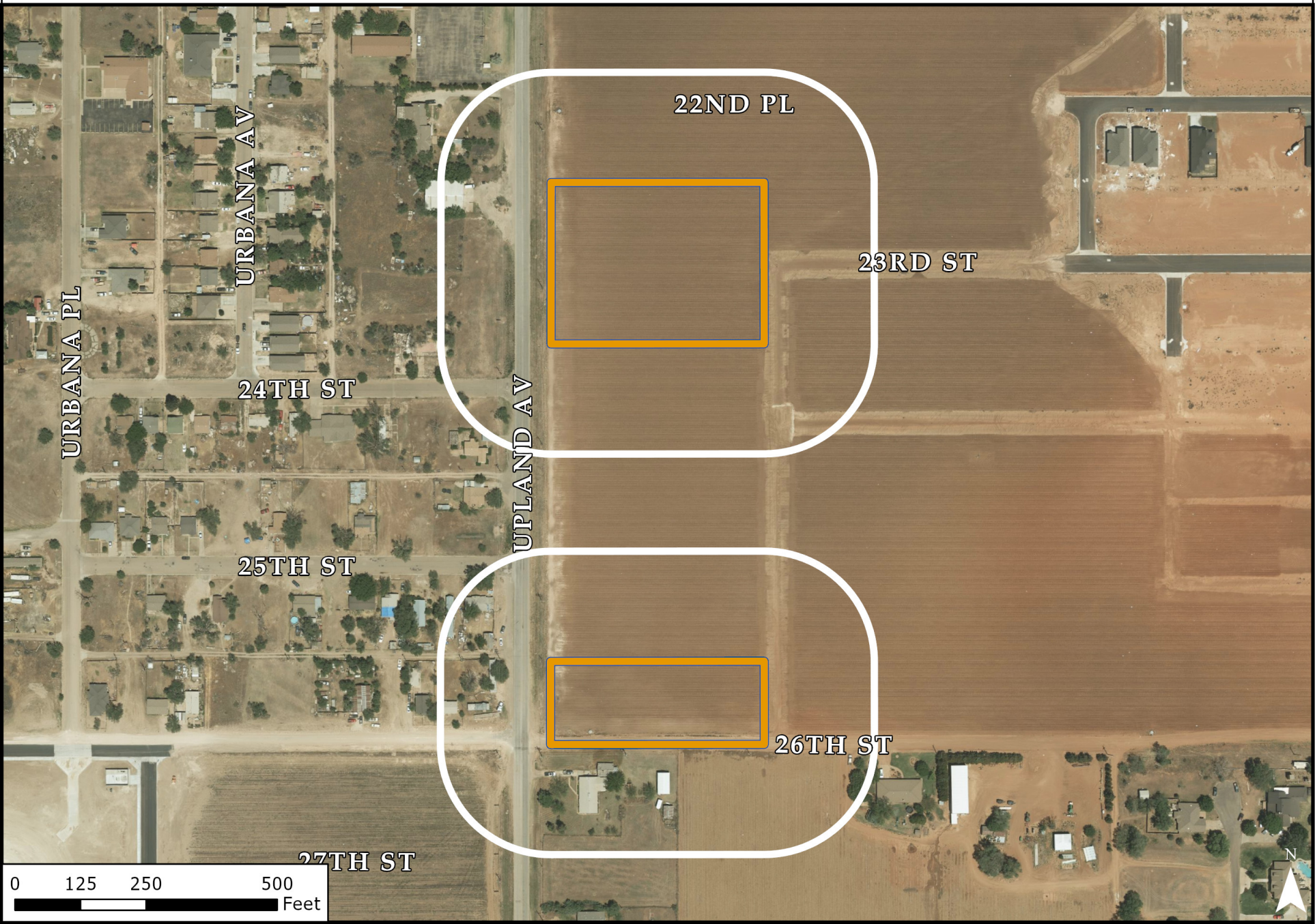


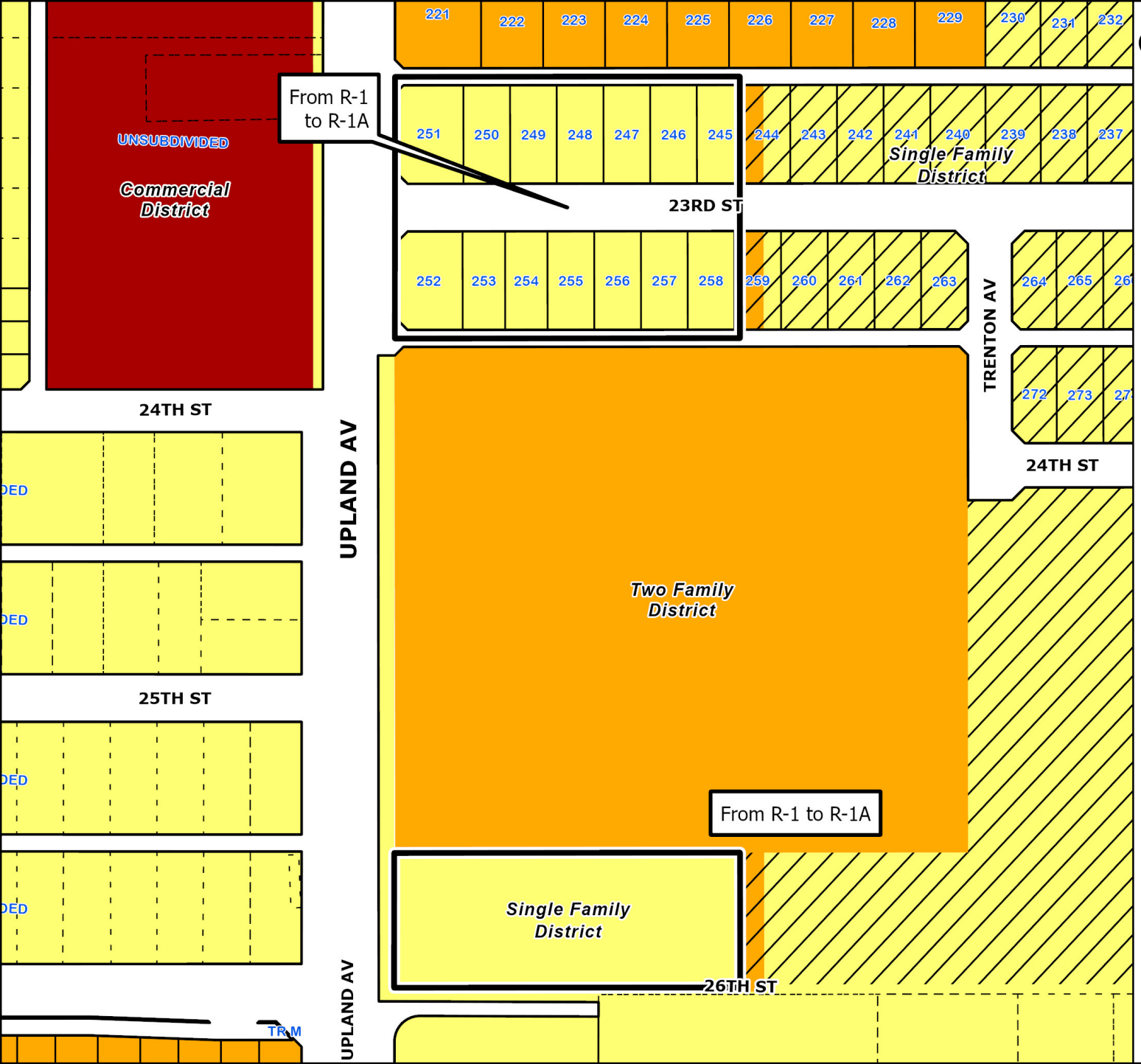
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: August 2021

Case Number 3308-D





Current Zoning
3308-D

Zoning Districts

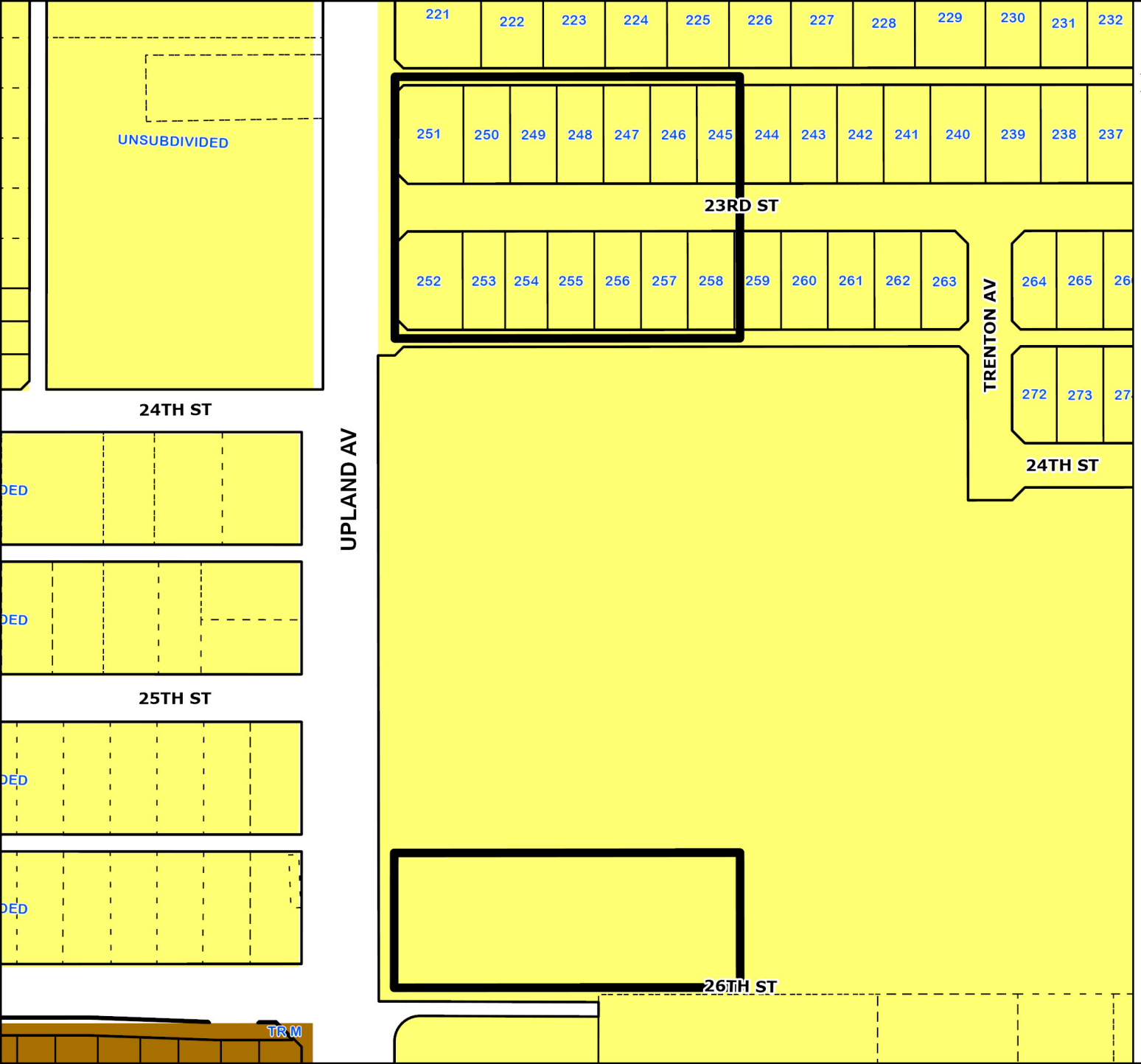
- Commercial
- Industrial Park
- Single Family
- Single Family Specific Use
- Two Family
- Two Family Specific Use

N

0 50 100 200 Feet

City of Lubbock TEXAS

Date Exported: August 2021



Future Land Use Plan
Case 3308-D

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: August 2021

3308-D

View of the subject property to the south

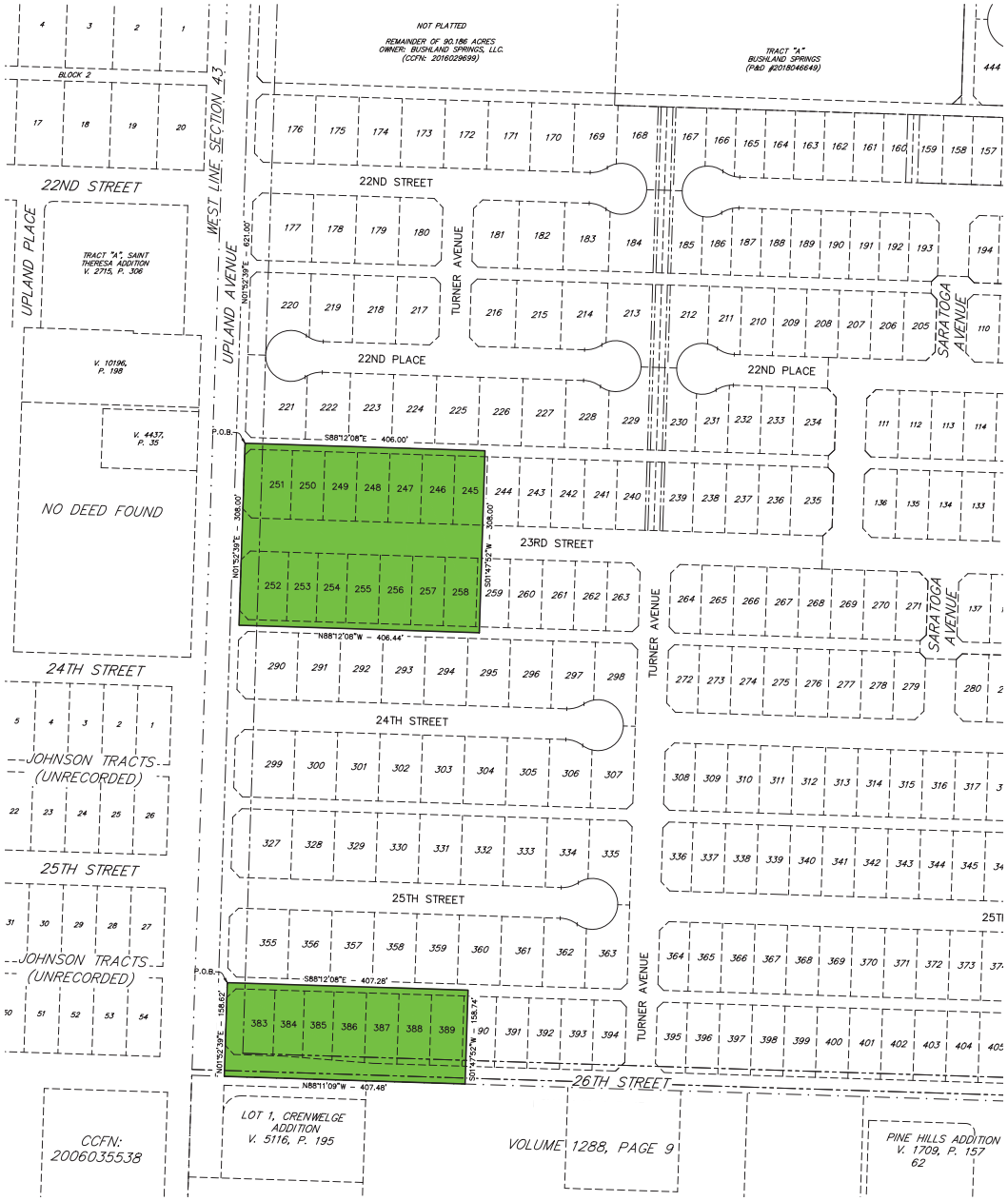
View of property from the east

View of property to the north

View of property to the west

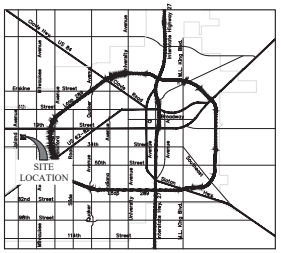
ZONE CHANGE APPLICATION EXHIBIT

to the City of Lubbock,
Lubbock County, Texas



NOTES:
SCALE: 1" = 100'

– ZONING REQUEST R-1A FROM R1 (TOTAL OF 4.35 ACRES)



VICINITY MAP
NOT TO SCALE

SCALE: 1" = 100'
0 50' 100' 200'

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

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: Northeast of 26th Street and Upland Avenue. Refer to the attached exhibit.

Lots/Tracts: Bushland Springs, Lots 245-258 and 1.48 acres located at the northeast corner of Upland Ave and 26th Street

Survey & Abstract: LOCATED IN SECTION 43, BLOCK AK

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 4.35

Existing Land Use: _____ Existing Zoning: R-1

Requested Zoning: R-1A

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: AMD ENGINEERING, LLC

Name: WILL STEPHENS

Address: 6515 68TH STREET, SUITE 300 City: LUBBOCK State: TX

ZIP Code: 79424 Telephone: 806-771-5976 Email: WSTEPHENS@AMDENG.COM

Applicant's Signature: _____

Date: 07/29/2021 Printed Name: WILL STEPHENS

Owner Information

Firm Name: DreamBuilt Homes, Inc.

Owner: Dustin Kreger

Address: PoBox 64822 City: Lubbock State: TX

ZIP Code: 79464 Telephone: 806-548-0779 Email: dustinc.dreambuilthomes.com

Property Owner's Signature: _____

Date: 7/28/21 Printed Name: Dustin Kreger

Preparer Information

Preparer's Signature: _____

Date: 07/29/2021 Printed Name: WILL STEPHENS

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: Northeast of 26th Street and Upland Avenue. Refer to the attached exhibit.

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Survey & Abstract: LOCATED IN SECTION 43, BLOCK AK

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 4.35

Existing Land Use: _____ Existing Zoning: R-1

Requested Zoning: R-1A

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: AMD ENGINEERING, LLC

Name: WILL STEPHENS

Address: 6515 68TH STREET, SUITE 300 City: LUBBOCK State: TX

ZIP Code: 79424 Telephone: 806-771-5976 Email: WSTEPHENS@AMDENG.COM

Applicant's Signature: [signature]

Date: 07/29/2021 Printed Name: WILL STEPHENS

Owner Information

Firm Name: Bushland Springs LLC.

Owner: Bushland Springs LLC

Address: 8213 Alcoa Ave City: Lubbock State: TX

ZIP Code: 79424 Telephone: 8065482070 Email: treystrong@hotmail.com

Property Owner's Signature: [signature]

Date: 7/28/21 Printed Name: Trey Strong

Preparer Information

Preparer's Signature: [signature]

Date: 07/29/2021 Printed Name: WILL STEPHENS

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

DocuSign Envelope ID: 9C514E37-A258-4E9A-A113-09657237148F

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

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Survey & Abstract: LOCATED IN SECTION 43, BLOCK AK

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 4.35

Existing Land Use: _____ Existing Zoning: R-1

Requested Zoning: R-1A

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: AMD ENGINEERING, LLC

Name: WILL STEPHENS

Address: 6515 68TH STREET, SUITE 300 City: LUBBOCK State: TX

ZIP Code: 79424 Telephone: 806-771-5976 Email: WSTEPHENS@AMDENG.COM

Applicant's Signature: _____

Date: 07/29/2021 Printed Name: WILL STEPHENS

Owner Information

Firm Name: Bo Properties

Owner: Bo Christie

Address: 7223 23rd City: Lubbock State: Tx

ZIP Code: 79407 Telephone: (806)570-8290 Email: bochristie11@gmail.com

Property Owner's Signature: DocuSigned by: _____ 2D07A9A511374AF...

Date: 7/29/2021 Printed Name: Bo Christie

Preparer Information

Preparer's Signature: _____

Date: 07/29/2021 Printed Name: WILL STEPHENS

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

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Survey & Abstract: LOCATED IN SECTION 43, BLOCK AK

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 4.35

Existing Land Use: _____ Existing Zoning: R-1

Requested Zoning: R-1A

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: AMD ENGINEERING, LLC

Name: WILL STEPHENS

Address: 6515 68TH STREET, SUITE 300 City: LUBBOCK State: TX

ZIP Code: 79424 Telephone: 806-771-5976 Email: WSTEPHENS@AMDENG.COM

Applicant's Signature: _____

Date: 07/29/2021 Printed Name: WILL STEPHENS

Owner Information

Firm Name: HomeMakers Building Group LLC

Owner: Tim Roten Jr

Address: 4401-82nd St Suite 1500 City: Lubbock State: Tx

ZIP Code: 79424 Telephone: 806.392.2726 Email: t.roten@builtbyhomemakers.com

Property Owner's Signature: _____

Date: 07/28/2021 Printed Name: Tim Roten

Preparer Information

Preparer's Signature: _____

Date: 07/29/2021 Printed Name: WILL STEPHENS

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

Regular City Council Meeting **8. 12.**

Meeting Date: 09/28/2021

Information

Agenda Item

Public Hearing - Planning: Consider a request for Zone Case 3314-A, a request of SK Architecture Group, for a zone change from Garden Office District (GO) to General Retail District (C-3), at 14101 Quaker Avenue, located east of Quaker Avenue and north of 142nd Street, on 3.097 acres of unplatted land out of Block AK, Section 4, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on September 2, 2021, and recommended approval of the request by a vote of 5-3-0.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance Zone Case 3314-A
Staff Report 3314-A
Documentation 3314-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. 3314-A; A ZONING CHANGE FROM GO TO C-3 ZONING DISTRICT AT 14101 QUAKER AVENUE, LOCATED EAST OF QUAKER AVENUE AND NORTH OF 142ND STREET, ON 3.097 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. 3314-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 **GO** to **C-3** zoning district at **14101 Quaker Avenue, located east of Quaker Avenue and north of 142nd Street, on 3.097 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

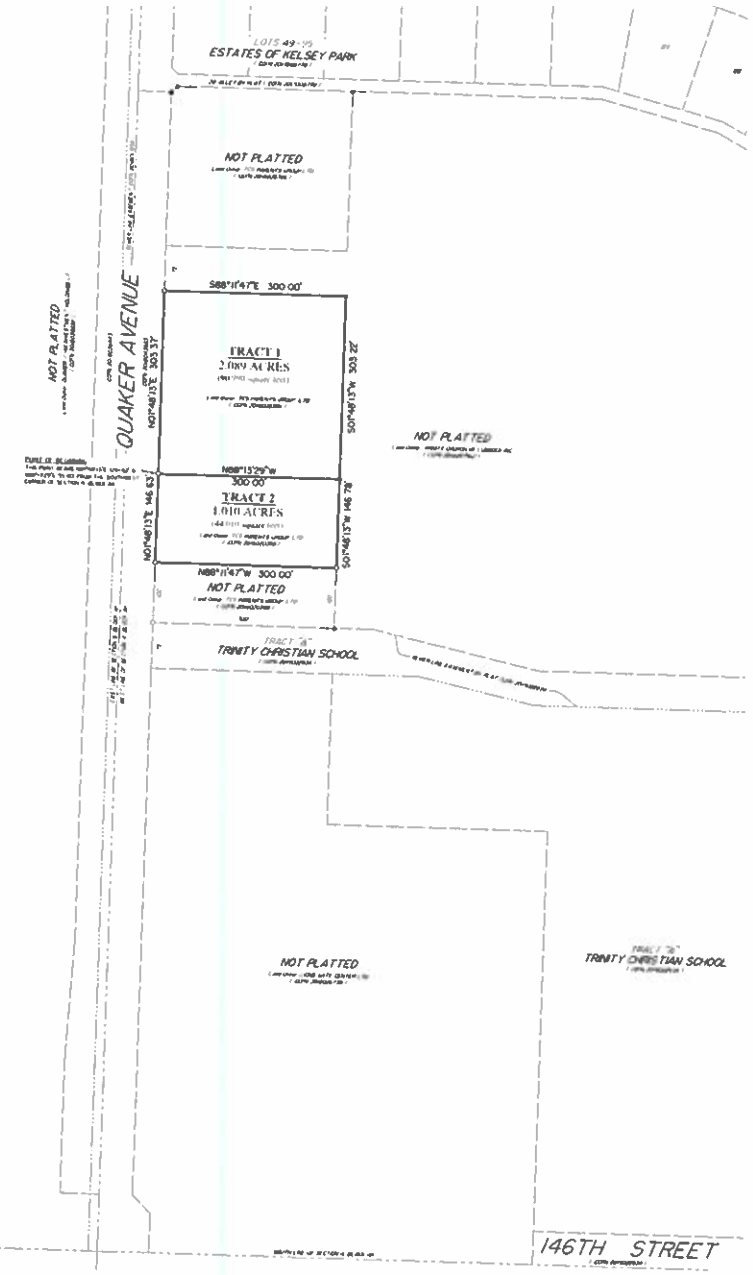
APPROVED AS TO CONTENT:

Bryan Isham, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3314-A
September 2, 2021



PERIMETER SURVEY OF A 1.010 ACRE TRACT OF LAND AND A 2.089 ACRE TRACT OF LAND LOCATED IN

SECTION 4, BLOCK AK

LUBBOCK COUNTY, TEXAS

TRACT 1

METES AND BOUNDS DESCRIPTION of a 2.089 acre tract of land being a portion of a 42.309 acre tract of land as described under County Clerk File Number (CCFN) 2016029196 of the Official Public Records of Lubbock County, Texas (OPRLCT), located in Section 4, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED ASSOC" set on the East right-of-way line of Quaker Avenue as described under CCFN 2016035463, OPRLCT, the Northern boundary of a tract of land as described under CCFN 2016029196, OPRLCT, and the Southern boundary of said 42.309 acre tract for the Southwest corner of this tract, which bears N 88°11'47" E a distance of 1291.62 feet and S 88°11'29" E a distance of 991.01 feet from the Southwest corner of Section 4, Block AK, Lubbock County, Texas;

THENCE N 01°48'13" E, along the East right-of-way line of said Quaker Avenue, a distance of 303.33 feet to a 1/2" iron rod with cap marked "HUGO REED ASSOC" set for the Northwest corner of this tract;

THENCE S 88°11'47" E a distance of 300.00 feet to a 1/2" iron rod with cap marked "HUGO REED ASSOC" found at the Northeast corner of this tract;

THENCE S 01°48'13" W a distance of 303.33 feet to a 1/2" iron rod with cap marked "HUGO REED ASSOC" found on the Northern boundary of said 42.309 acre tract and the Northern boundary of said tract described under CCFN 2016029196 at the Southeast corner of this tract;

THENCE N 88°11'29" W, along the Southern boundary of said 42.309 acre tract and Northern boundary of said tract described under CCFN 2016029196, a distance of 300.00 feet to the Point of Beginning.

Contains 91,000 square feet

Bearings are relative to Grid North, Texas Coordinate System of 1983, North Central Zone, 2011 epoch 2010.00. Distances are Surface, U.S. Survey feet

TRACT 2

METES AND BOUNDS DESCRIPTION of a 1.010 acre tract of land being a portion of a tract of land as described under County Clerk File Number (CCFN) 2016029196 of the Official Public Records of Lubbock County, Texas (OPRLCT), located in Section 4, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED ASSOC" set on the East right-of-way line of Quaker Avenue as described under CCFN 2016035463, OPRLCT, the Northern boundary of said tract of land as described under CCFN 2016029196 and the Southern boundary of a 42.309 acre tract of land as described under CCFN 2016035463, OPRLCT, for the Southwest corner of this tract, which bears N 88°11'47" E a distance of 1291.62 feet and S 88°11'29" E a distance of 991.01 feet from the Southwest corner of Section 4, Block AK, Lubbock County, Texas;

THENCE N 01°48'13" E, along the Northern boundary of said tract described under CCFN 2016029196 and the Southern boundary of said 42.309 acre tract, a distance of 146.67 feet to a 1/2" iron rod with cap marked "HUGO REED ASSOC" found at the Northeast corner of this tract;

THENCE S 01°48'13" W a distance of 146.67 feet to a 1/2" iron rod with cap marked "HUGO REED ASSOC" set for the Southeast corner of this tract;

THENCE N 88°11'47" W a distance of 300.00 feet to a 1/2" iron rod with cap marked "HUGO REED ASSOC" set on the East right-of-way line of said Quaker Avenue for the Southwest corner of this tract;

THENCE N 01°48'13" E, along the East right-of-way line of said Quaker Avenue, a distance of 146.67 feet to the Point of Beginning

Contains 44,000 square feet

Bearings are relative to Grid North, Texas Coordinate System of 1983, North Central Zone, 2011 epoch 2010.00. Distances are Surface, U.S. Survey feet

TITLE COMMITMENT

No abstract of title or title commitment was provided to the surveyor. Record research done for this survey was conducted for the purpose of determining the boundaries of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and are unknown to this surveyor.

* Easements are not identified on this survey.

CERTIFICATION TO: Joshua Allen and BS Parcel Group LLC

This survey and all information hereon is for the exclusive use of Joshua Allen and shall not be copied or used except for the purpose for which it is expressly furnished.

I, Robert A. Christopher, Texas Registered Professional Land Surveyor No. 5267, 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: October 26, 2020

This document is an electronic image of a certified survey retained on file with this surveyor. This image is provided for convenience only and shall NOT be included in any document to be recorded for any purpose.
RELEASE DATE: October 30 2020

Robert A. Christopher
Registered Professional Land Surveyor No. 5267
Licensed State Land Surveyor
State of Texas

SCALE: 1"=100'
HEAVY LINES INDICATE PLAT LIMITS
CCFN = COUNTY CLERK FILE NUMBER
CONTROL MONUMENTS AS FOUND & SHOWN
● = FD 1/2" IRON ROD w/CAP MARKED "HUGO REED ASSOC"
○ = SET 1/2" IRON ROD w/CAP MARKED "HUGO REED ASSOC"
20201103021 LOT A

WARNING
This plat is unbalanced unless it bears an original signature or bears an embossed seal.

HUGO REED

Planning Department
City of Lubbock

Staff Report	Zone Case 3314-A
City Council Meeting	September 28, 2021

Applicant SK Architecture Group

Property Owner Sara Bradshaw

Council District 4

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- February 26, 2015: This property was annexed and zoned Transition (T) through Ordinance No. 2015-O0012.
- June 8, 2017: This property was rezoned to Garden Office (GO) through Ordinance No. 2017-O0075
- September 2, 2021, Zone Case 3314-A: The Planning and Zoning Commission recommended approval of a zone change from Garden Office District (GO) to General Retail District (C-3) by a vote of 5-3-0.

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 since remained undeveloped and unsubdivided.

Adjacent Property Development

All of the surrounding property is currently vacant. Properties to the north, west, and south are zoned GO, with additional General Retail District (C-3) zoning to the south and Restricted Local Retail District (C-2A) zoning to the east.

Zoning Request and Analysis

Item Summary

The subject property is located at 14101 Quaker Avenue, located east of Quaker Avenue and north of 142nd Street, on 3.097 acres of unplatted land out of Block AK, Section 4. The applicant is requesting a zone change from GO to C-3.

Current zoning: **Garden Office District (GO)**

Requested zoning: **General Retail District (C-3)**

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."

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."

Traffic Network/Infrastructure Impacts

The property is located location is along Quaker Avenue, which is designated as a Principal Arterial. Principal Arterials are continuous routes whose function is to serve high volumes of local and regional traffic. Speeds are relatively high on arterial streets and handle high volumes of traffic. This type of road can handle the traffic associated with the permitted uses in the C-3 district.

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". While the C-3 district does not conform to the Comprehensive Plan designation, it is in conformance with existing zoning and development in the area. A C-3 district along a Principal Arterial would be in conformance with the Neighborhood Center concept outlined in the Comprehensive Plan; "Areas suitable for Neighborhood Center uses include areas between nodes (major intersections) and at appropriate areas in close proximity to residential neighborhoods." (pg. 60).

Conformance with Zoning Ordinance

The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other commercial uses 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 C-3 zoning district as it is currently vacant.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Aerial Map
D. Zoning Map
E. Future Land Use Map
F. Photos
G. Application and supporting documentation

Staff Contacts

Shane Spencer
Planner
Planning Department
806-775-2103
sspencer@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3314-A

Allowable Uses: General Retail District (C-3)

Transportation: The proposed development has points of access from Quaker Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Quaker Avenue *Principal Arterial, Future*	R.O.W. 63 feet, three-lane, undivided, paved	R.O.W. 110 feet, 7-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

5.9 **Case 3314-A:** SK Architecture Group

Request for a zone change from Garden Office District (GO) to General Retail District (C-3), at

- 14101 Quaker Avenue, located east of Quaker Avenue and north of 142nd Street, on 3.097 acres of unplatted land out of Block AK, Section 4.

PLANNER SHANE SPENCER stated there were six (6) notifications sent out and zero (0) returned. Staff shared the location of the property including pictures and maps and discussed the surrounding area. Staff recommends approval of this request.

BOARDMEMBER DAN WILSON asked why the request is for C-3 zoning. Staff deferred to the applicant.

APPLICANT SARA BRADSHAW owner of SK Architecture at 6302 70th Street stated they would need C-3 for a carwash and gas station, which are two uses they are considering. There is additional C-3 zoning to the south. The C-3 zoning makes the property more marketable. Adjacent to this property is the future Trinity School location.

BOARDMEMBER DAN WILSON advised uses such as a car wash or gas station are usually seen on corners and is concerned with this location's proximity to residential uses. He asked if the applicant would be comfortable with C-2 zoning instead. The applicant once again stated she needs C-3 for a car wash, which would be a great opportunity with Loop 88 being constructed. There is a large buffer between this lot and the residential lots.

No one spoke in favor or in opposition to the request.

CHAIR ZACH SAWYER asked if the applicant would be willing to consider C-2 at this time. The applicant stated it is an option.

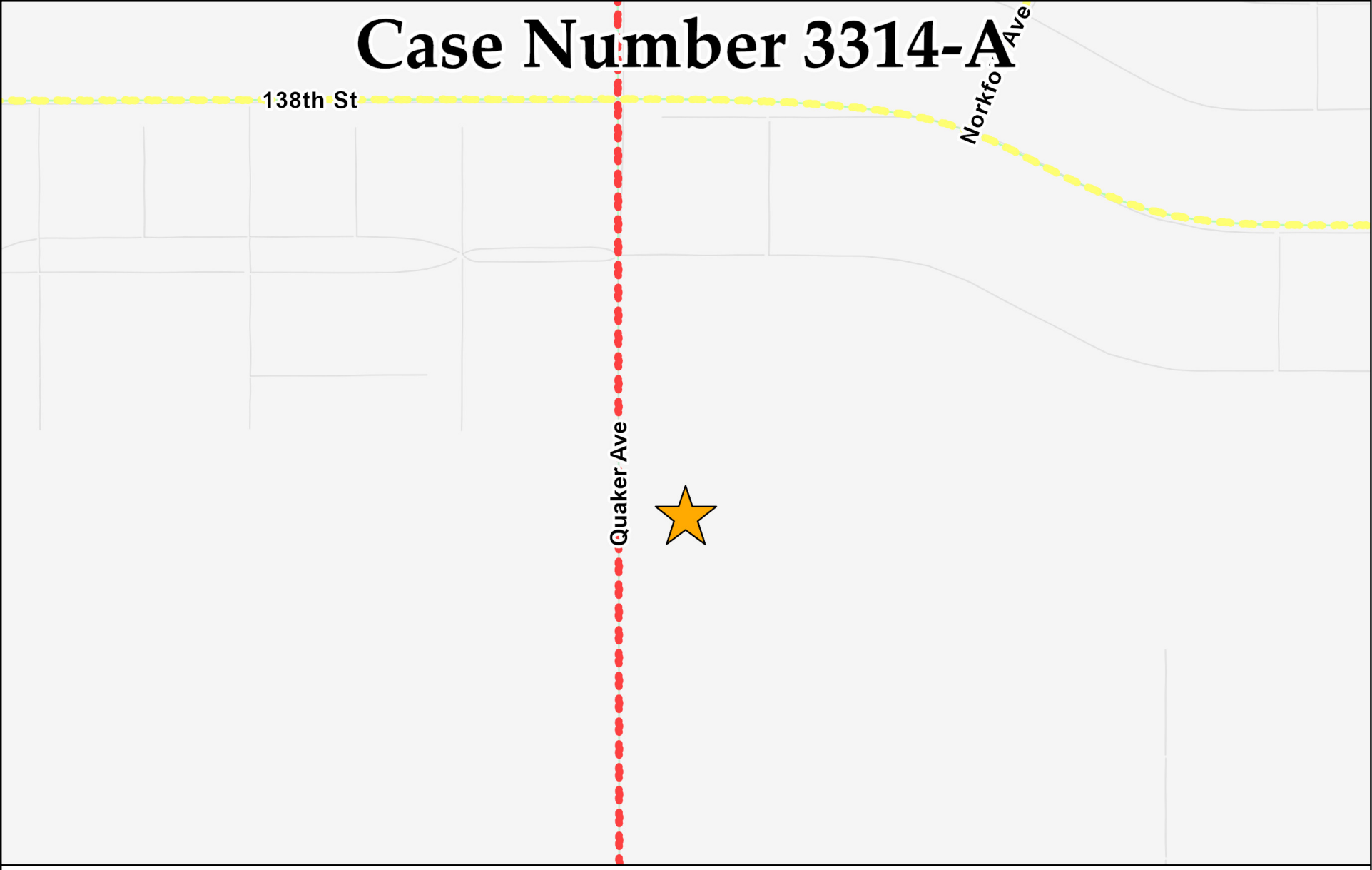
BOARDMEMBER DAN WILSON suggested the applicant arrange a neighborhood meeting so the neighbors can understand what they would like to do on the property.

VICE CHAIR JORDAN WHEATLEY stated he has no issue with C-3 zoning in this location and this is prime land for development.

In the matter of **Zone Case 3314-A** a motion was made by **JORDAN WHEATLEY** and seconded by **JAMES BELL** to approve the request and the Commission members voted 5 (in favor) to 3 (in opposition) to approve the motion. Item will be forward to City Council for consideration.

ZACH SAWYER, DAN WILSON and **JAMES BELL** cast the votes in opposition.

Case Number 3314-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
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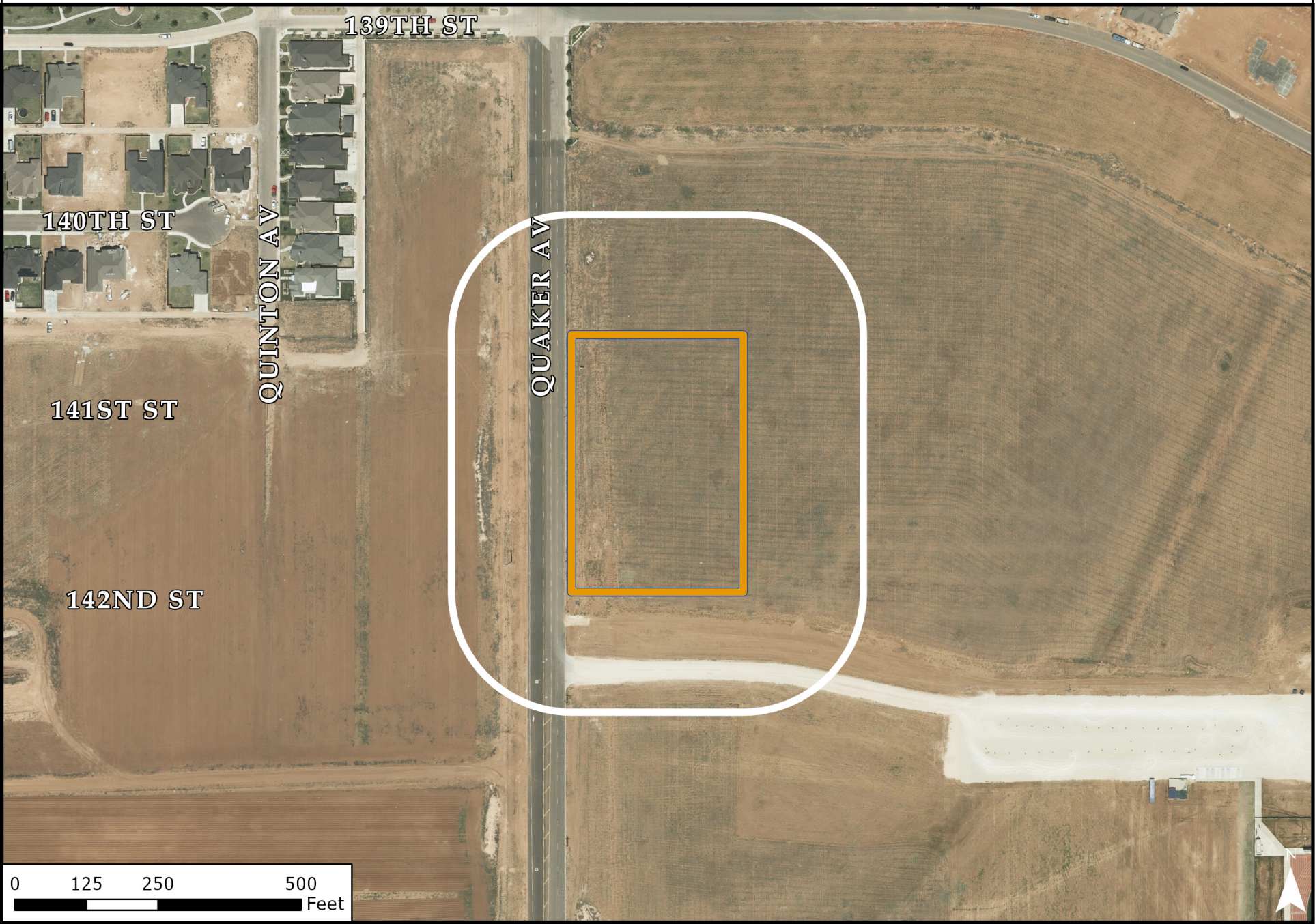
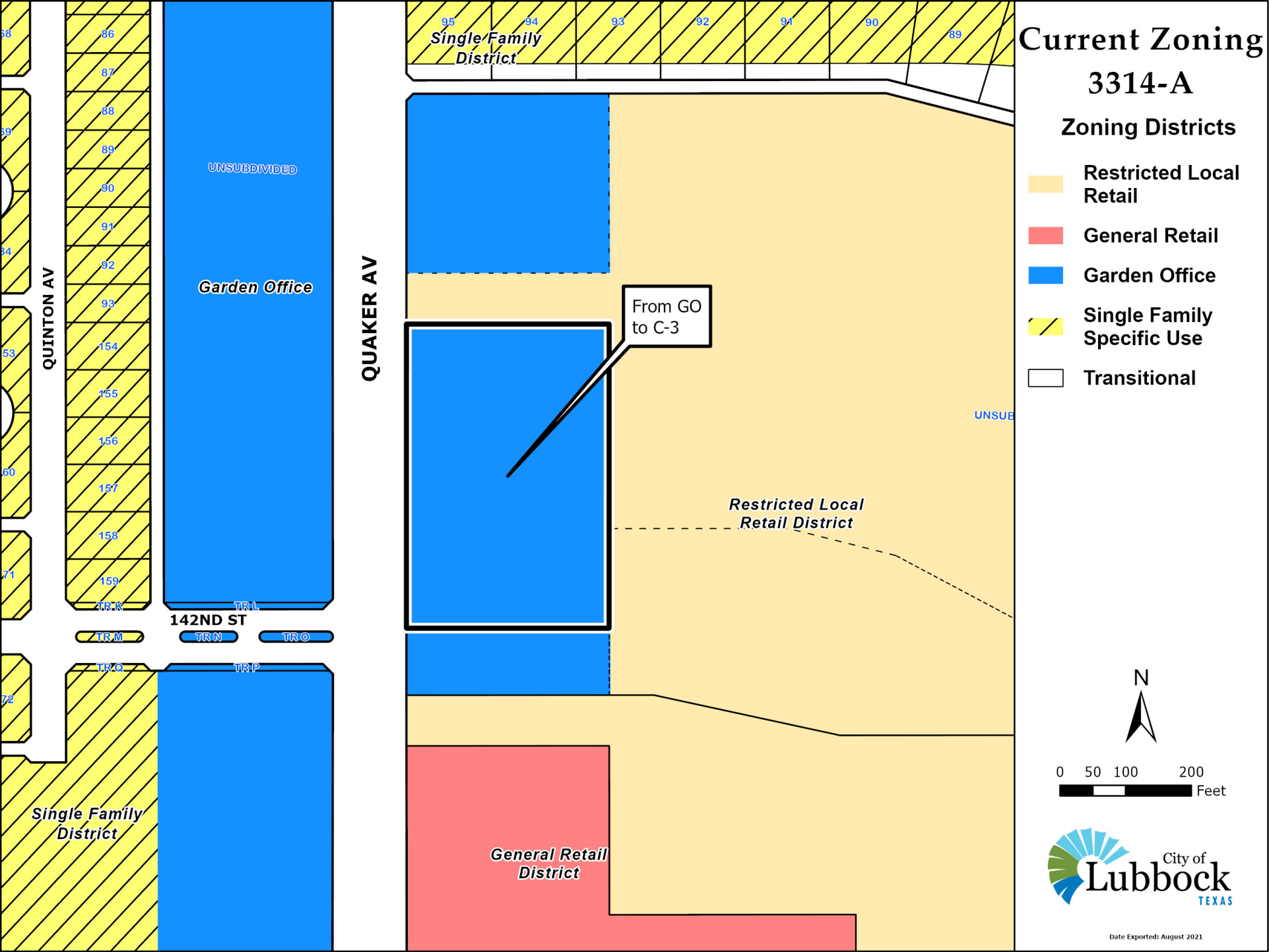
Date Exported: August 2021

Case Number 3314-A




Current Zoning
3314-A
Zoning Districts
Restricted Local Retail
General Retail
Garden Office
Single Family Specific Use
Transitional
From GO to C-3
Single Family District
Garden Office
UNSUBDIVIDED
Restricted Local Retail District
General Retail District
Single Family District
QUINTON AV
QUAKER AV
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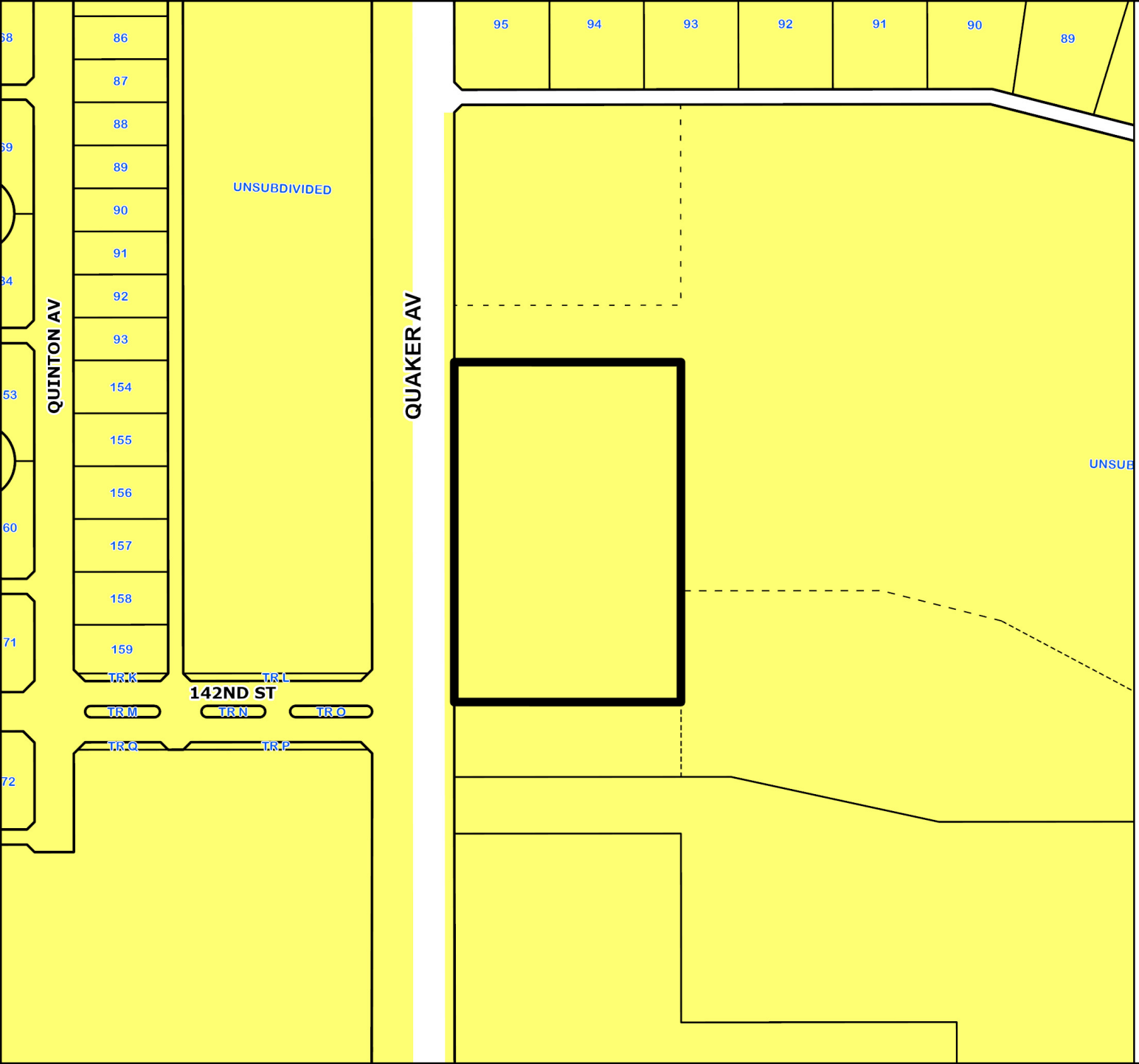
Feet
City of Lubbock TEXAS
Date Exported: August 2021



Future Land Use Plan
Case 3314-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

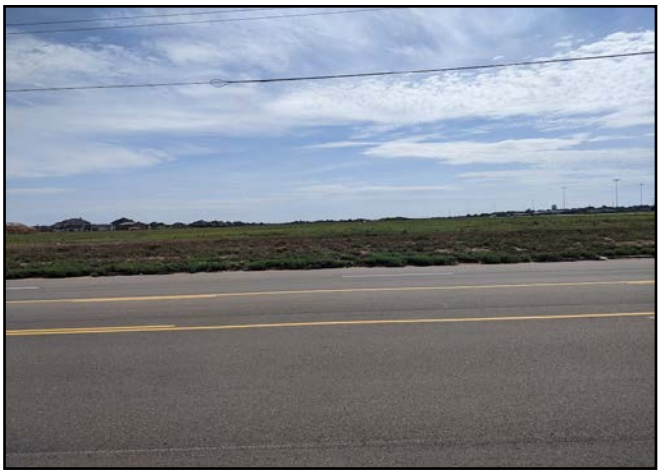
0 50 100 200 Feet

City of Lubbock TEXAS

Date Exported: August 2021

3314-A

View of adjacent property. View south.



View of subject property. View east.

View of adjacent property. View north.

View of adjacent property. View west.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: Quaker Avenue and approximately 142nd St.

Lots/Tracts: BLK AK SEC 4 AB 746 TR 1E3A & 1G & 1F1C &1F3C

Survey & Abstract: _____

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: 3.097

Existing Land Use: None Existing Zoning: Garden Office

Requested Zoning: C-3 General Retail District

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: _____

Name: _____

Address: _____ City: _____ State: _____

ZIP Code: _____ Telephone: _____ Email: _____

Applicant's Signature: _____

Date: _____ Printed Name: _____

Owner Information

Firm Name: SK Architecture Group

Owner: Sara Bradshaw

Address: 6302 70th St. City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806.300.8151 Email: sara@skarchgroup.com

Property Owner's Signature: Sara Bradshaw

Date: 07.13.2021 Printed Name: Sara Bradshaw

Preparer Information

Preparer's Signature: Sara Bradshaw

Date: 07.13.2021 Printed Name: Sara Bradshaw

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. 13.**

Meeting Date: 09/28/2021

Information

Agenda Item

Public Hearing - Planning: Consider a request for Zone Case 3443, a request of Dr. Piyush Mittal and Greg Garrett for JKLM Investments, for a zone change from Restricted Local Retail District (C-2A) to Local Retail District (C-2), at 10301 Indiana Avenue, located east of Indiana Avenue and south of 103rd Street, on 0.8193 acres of unplatted land out of Block E2, Section 19, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on September 2, 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 Zone Case 3443
Staff Report Zone Case 3443
Documentation Zone Case 3443

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. 3443; A ZONING CHANGE FROM C-2A TO C-2 ZONING DISTRICT AT 10301 INDIANA AVENUE, LOCATED EAST OF INDIANA AVENUE AND SOUTH OF 103RD STREET, ON 0.8193 ACRES OF UNPLATTED LAND OUT OF BLOCK E2, SECTION 19, 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. 3443

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-2A** to **C-2** zoning district at **10301 Indiana Avenue, located east of Indiana Avenue and south of 103rd Street, on 0.8193 acres of unplatted land out of Block E2, Section 19,** 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:

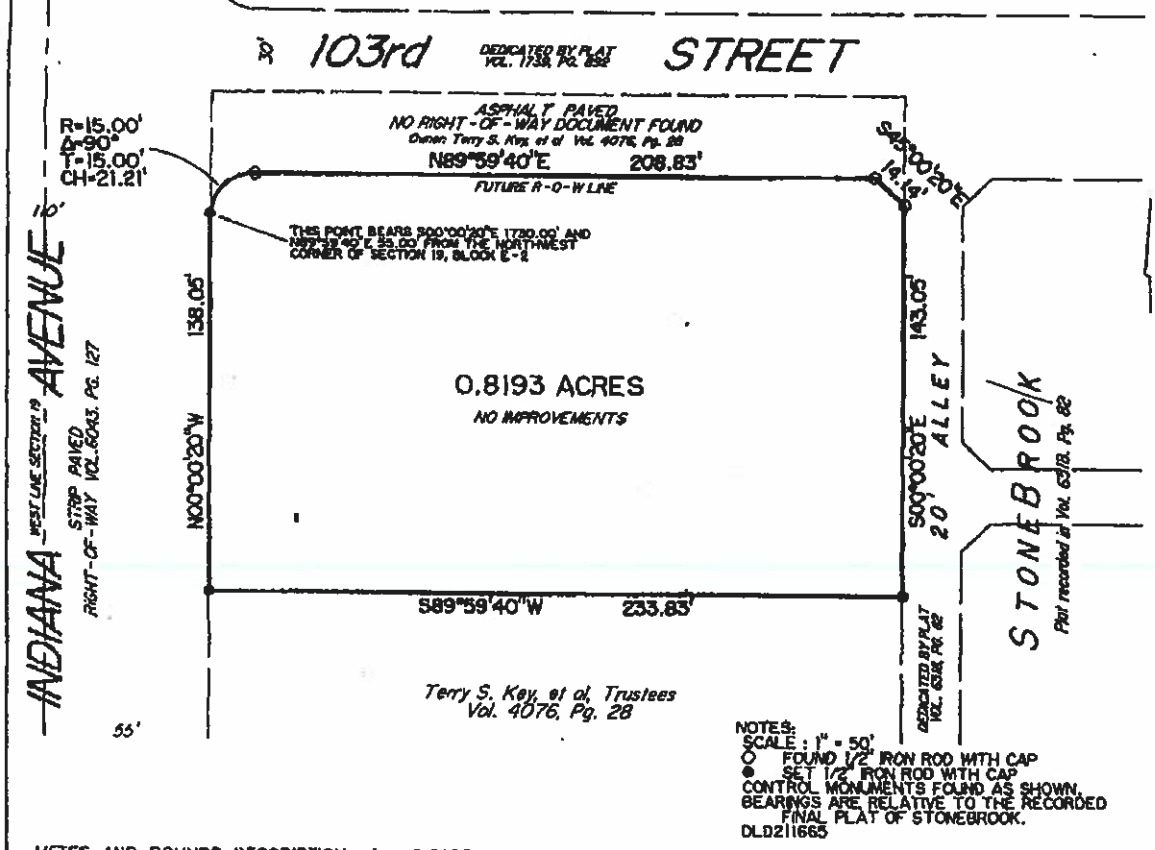
_____
Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3443
September 2, 2021

PLAT SHOWING BOUNDARY AND IMPROVEMENT SURVEY OF
A 0.8193 ACRE TRACT OF LAND LOCATED IN

SECTION 19, BLOCK E-2

LUBBOCK COUNTY, TEXAS



NOTES:
SCALE : 1" = 50'
○ FOUND 1/2" IRON ROD WITH CAP
● SET 1/2" IRON ROD WITH CAP
CONTROL MONUMENTS FOUND AS SHOWN, BEARINGS ARE RELATIVE TO THE RECORDED FINAL PLAT OF STONEBROOK.
DLD211665

METES AND BOUNDS DESCRIPTION of a 0.8193 acre tract of land located in Section 19, Block E-2, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set for a point of curvature in the East right-of-way line of Indiana Avenue which bears S. 00°00'20" E. a distance of 1730.00 feet and N. 89°59'40" E. a distance of 55.00 feet from the Northwest corner of Section 19, Block E-2, Lubbock County, Texas;

THENCE Northeasterly around a curve to the right, said curve having a radius of 15.00 feet, a central angle of 90°, tangent lengths of 15.00 feet, and a chord distance of 21.21 feet to a 1/2" iron rod with cap found at a point of tangency in the future South right-of-way line of 103rd Street;

THENCE N. 89°59'40" E., along the future South right-of-way line of 103rd Street, a distance of 208.83 feet to a 1/2" iron rod with cap found at a point of intersection;

THENCE S. 45°00'20" E. a distance of 14.14 feet to a 1/2" iron rod with cap found at a point of intersection in the West line of a 20 foot alley;

THENCE S. 00°00'20" E., along the West line of a 20 foot alley, a distance of 143.05 feet to a 1/2" iron rod with cap set for the Southeast corner of this tract;

THENCE S. 89°59'40" W. a distance of 233.83 feet to a 1/2" iron rod with cap set for the Southwest corner of this tract in the East right-of-way line of Indiana Avenue;

THENCE N. 00°00'20" W., along the East right-of-way line of Indiana Avenue, a distance of 138.05 feet to the Point of Beginning.

CERTIFICATION TO:
FOR:

I, Daniel E. Martinez, Texas Registered Professional Land Surveyor No. 4515, do hereby certify that this survey was made on the ground and is true and correct. This property does not lie within a flood boundary area as shown on Panel 45 of 55 of the FIRM for the City of Lubbock, Community Panel No. 480452-0045C, effective date, September 2, 1982, and revised March 18, 1986. ZONE C. June 10, 2001

STATE OF TEXAS
REGISTERED
DANIEL E. MARTINEZ
4515
LAND SURVEYOR

WARNING
This plat is invalid unless it bears an original signature across an embossed seal.

Daniel E. Martinez
Registered Professional Land Surveyor
No. 4515 State of Texas

HUGO REED AND ASSOCIATES, INC
LAND SURVEYORS CIVIL ENGINEERS
1801 AVENUE N LUBBOCK, TEXAS 794
PHONE 806/763-5642 FAX 806/763-38

Planning Department
City of Lubbock

Staff Report	Zone Case 3443
City Council Meeting	September 28, 2021

Applicant Dr. Piyush Mittal and Greg Garrett

Property Owner JKLM Investments

Council District 4

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- December 8, 1977: Property was annexed through ordinance 007557 and zoned Transition (T).
- September 9, 1999, Zone Case 2849: Property was rezoned from Transition (T) to Restricted Local Retail District (C-2A).
- September 2, 2021: The Planning and Zoning Commission recommended approval of a zone change from Restricted Local Retail (C-2A) to Local Retail District (C-2) by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 19
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The property was annexed in 1977 and has remained vacant and unsubdivided.

Adjacent Property Development

Property to the north is zoned Garden Office (GO) and is developed with offices. Property to the east is zoned T and is developed with single-family residences. Property to the south is zoned Restricted Local Retail District and is developed with an insurance office. Property to the west is zoned High-Density Apartment District (A-2) and is developed with a church.

Zoning Request and Analysis

Item Summary

The subject property is located south 103rd Street and of east of Indiana Avenue. The applicant is requesting to rezone the property from C-2A to C-2.

Current zoning: **Restricted Local Retail District (C-2A)**

Requested zoning: **Local Retail District (C-2)**

Intent Statements

The intent of the current C-2A zoning and the proposed C-2 zoning is "to provide limited local retail and service commercial uses which serve one of several neighborhoods. Such districts may be located on existing thoroughfares or at the intersections of major thoroughfares."

Traffic Network/Infrastructure Impacts
The proposed rezoning location is located south of 103rd Street and west of Indiana Avenue, which are designated as a Local Street and Principal Arterial respectively by the Master Thoroughfare Plan, 2018. Local Streets typically provide access to smaller, destination oriented areas, such as neighborhoods, subdivisions or local business districts. Arterials are continuous routes whose function is to serve high volume needs of local traffic and regional traffic. Both of these streets can handle the traffic associated with the uses allowed in the C-2 district.

Compatibility with Surrounding Property
The proposed zoning is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The principles outlined in the Comprehensive Plan designates this area for "Commercial". The proposed zone change to C-2 is consistent with the designation and conforms to the principles of the Comprehensive Plan and Future Land Use Plan.

Conformance with Zoning Ordinance
The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other existing commercial areas.

Suitability of Property for Allowed Uses
The property is suitable for the proposed uses and does not require additional public improvements to support the intensity of uses described in the C-2 zoning district.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Aerial Map
D. Zoning Map
E. Future Land Use Map
F. Photos
G. Application and supporting documents

Staff Contacts

Aslyn Henry
Planner
Planning Department
806-775-2021
ahenry@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3443

Allowable Uses: Local Retail District (C-2)

Transportation: The proposed development has a point of access from Indiana Avenue

Thoroughfare	Existing	Per Thoroughfare Development Plan
Indiana Avenue *Principal Arterial*	R.O.W. 110 feet, six-lane, undivided, paved	R.O.W. 110 feet, six-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 3443:** Dr. Piyush Mittal and Greg Garrett for JKLM Investments

Request for a zone change from Restricted Local Retail District (C-2A) to Local Retail District (C-2), at:

- 10301 Indiana Avenue, located east of Indiana Avenue and south of 103rd Street, on 0.8193 acres of unplatted land out of Block E2, Section 19.

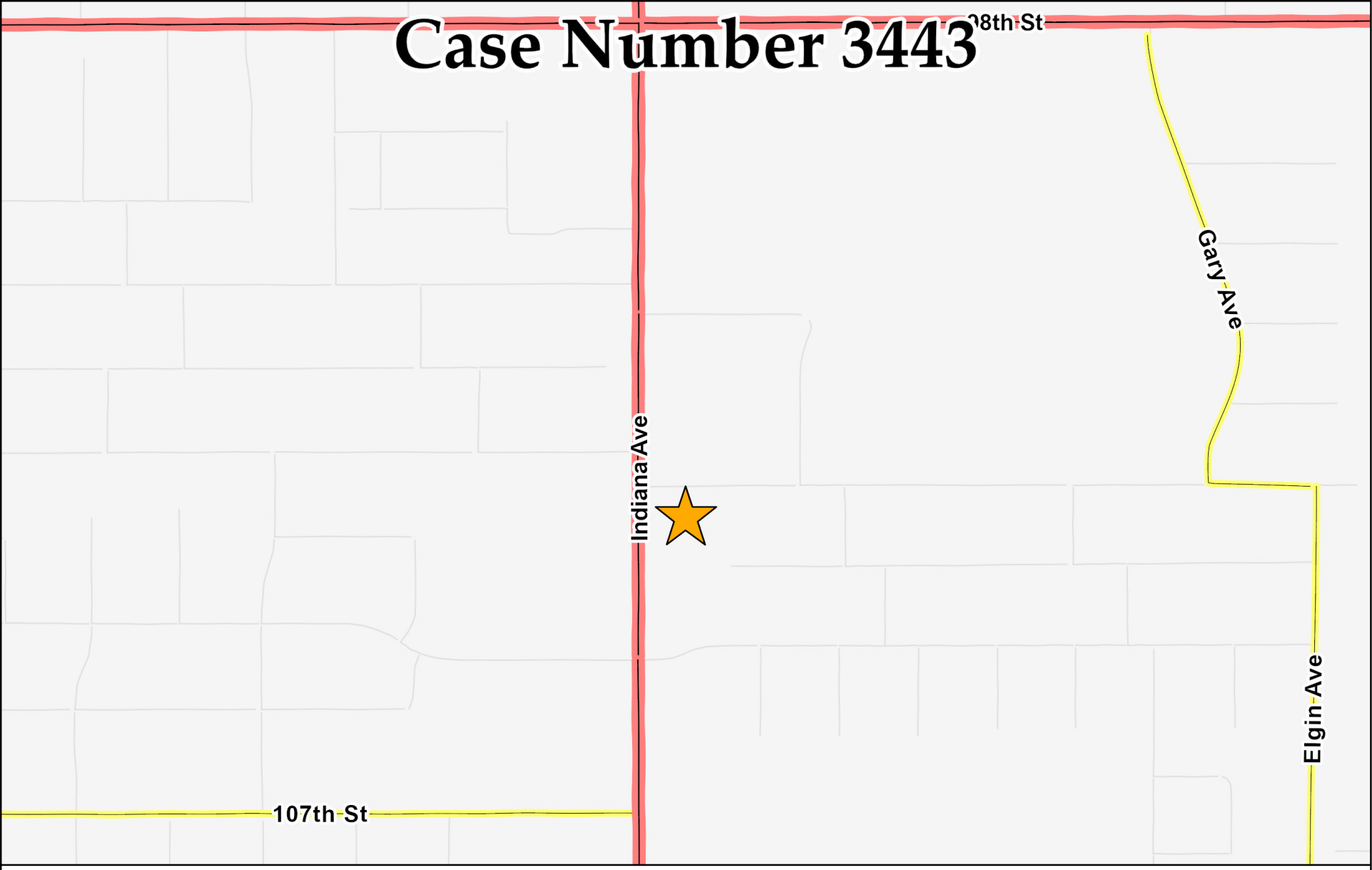
PLANNER ASLYN HENRY stated there were nineteen (19) notifications sent out and zero (0) returned. Staff shared the location of the property including pictures and maps and discussed the surrounding area. Staff recommends approval of this request.

APPLICANTS GREG GARRETT 3926 85th Place and **DR. PIYUSH MITTAL** 4709 130th Street want to have a UPS store at this location. They need the C-2 zoning due to the printing services that are provided by UPS stores.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 3443** a motion was made by **DAN WILSON** and seconded by **JAMES BELL** to approve the request 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 3443



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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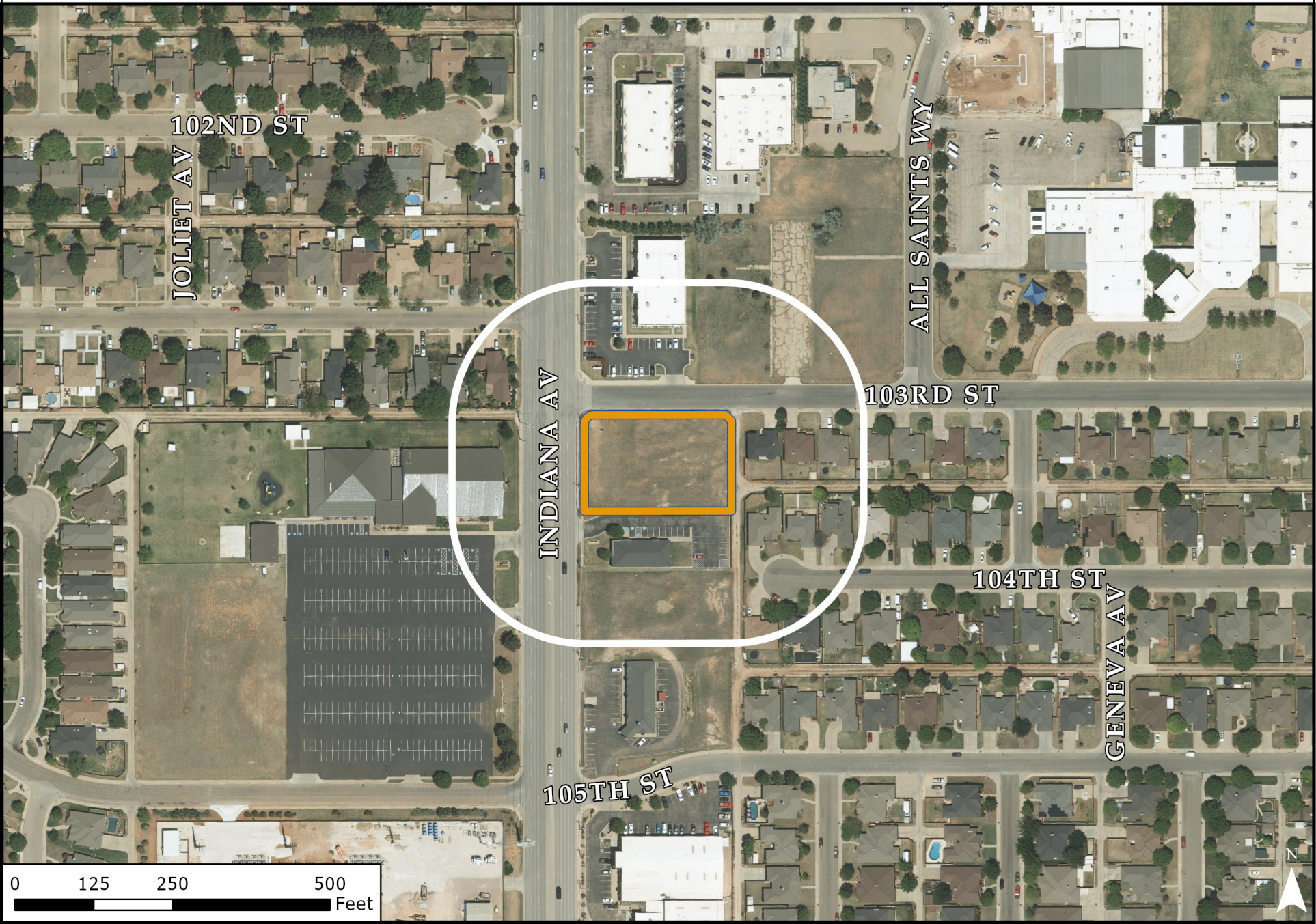
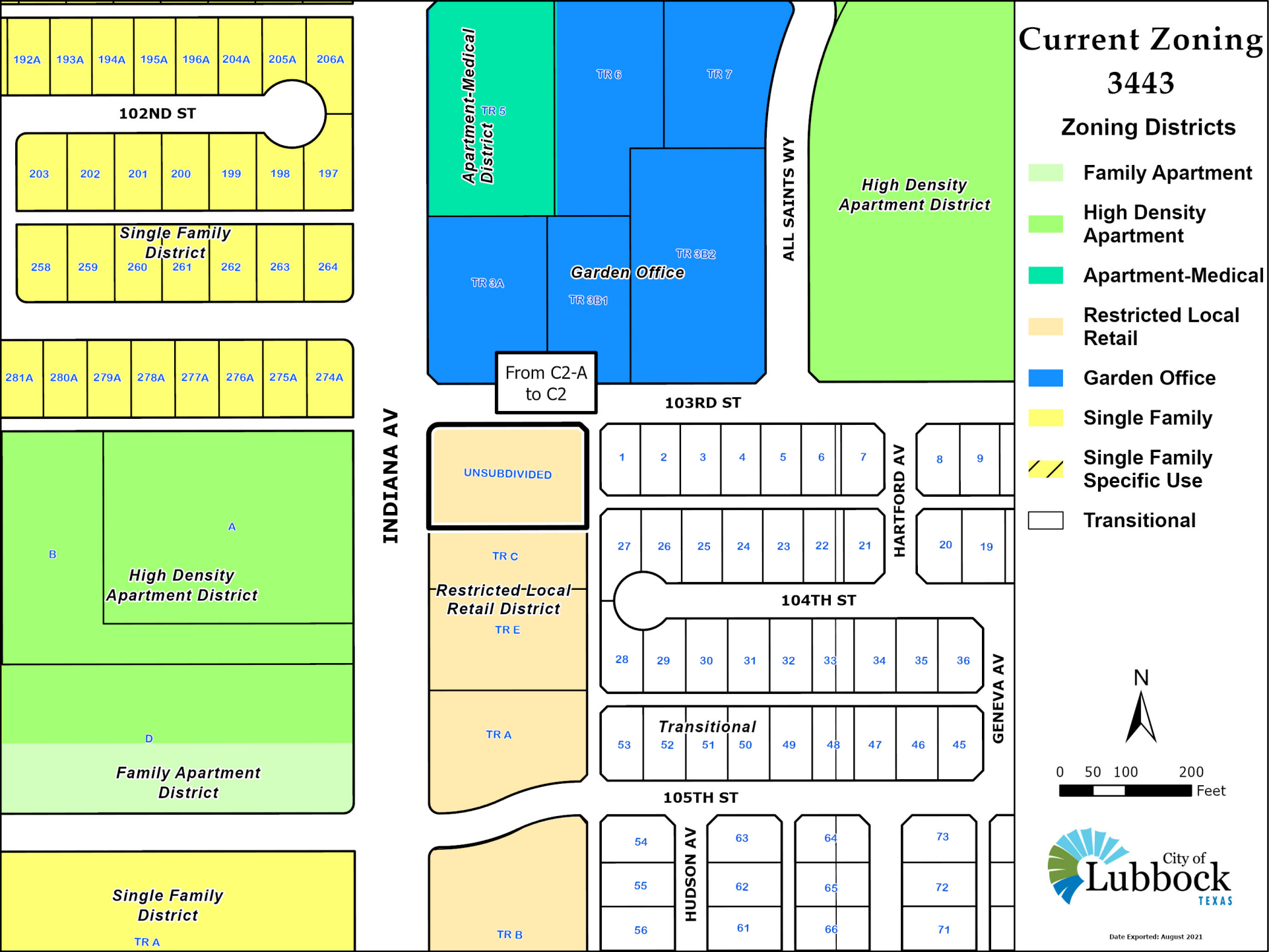
Date Exported: August 2021

Case Number 3443




192A
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102ND ST
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197
Single Family District
258
259
260
261
262
263
264
281A
280A
279A
278A
277A
276A
275A
274A
B
A
High Density Apartment District
D
Family Apartment District
Single Family District
TR A
Apartment-Medical District
TR 5
TR 6
TR 7
TR 3A
Garden Office
TR 3B1
TR 3B2
ALL SAINTS WY
High Density Apartment District
From C2-A to C2
103RD ST
INDIANA AV
UNSUBDIVIDED
TR C
Restricted-Local Retail District
TR E
TR A
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HARTFORD AV
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104TH ST
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GENEVA AV
Transitional
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105TH ST
TR B
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HUDSON AV
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72
71
Current Zoning
3443
Zoning Districts
Family Apartment
High Density Apartment
Apartment-Medical
Restricted Local Retail
Garden Office
Single Family
Single Family Specific Use
Transitional
N
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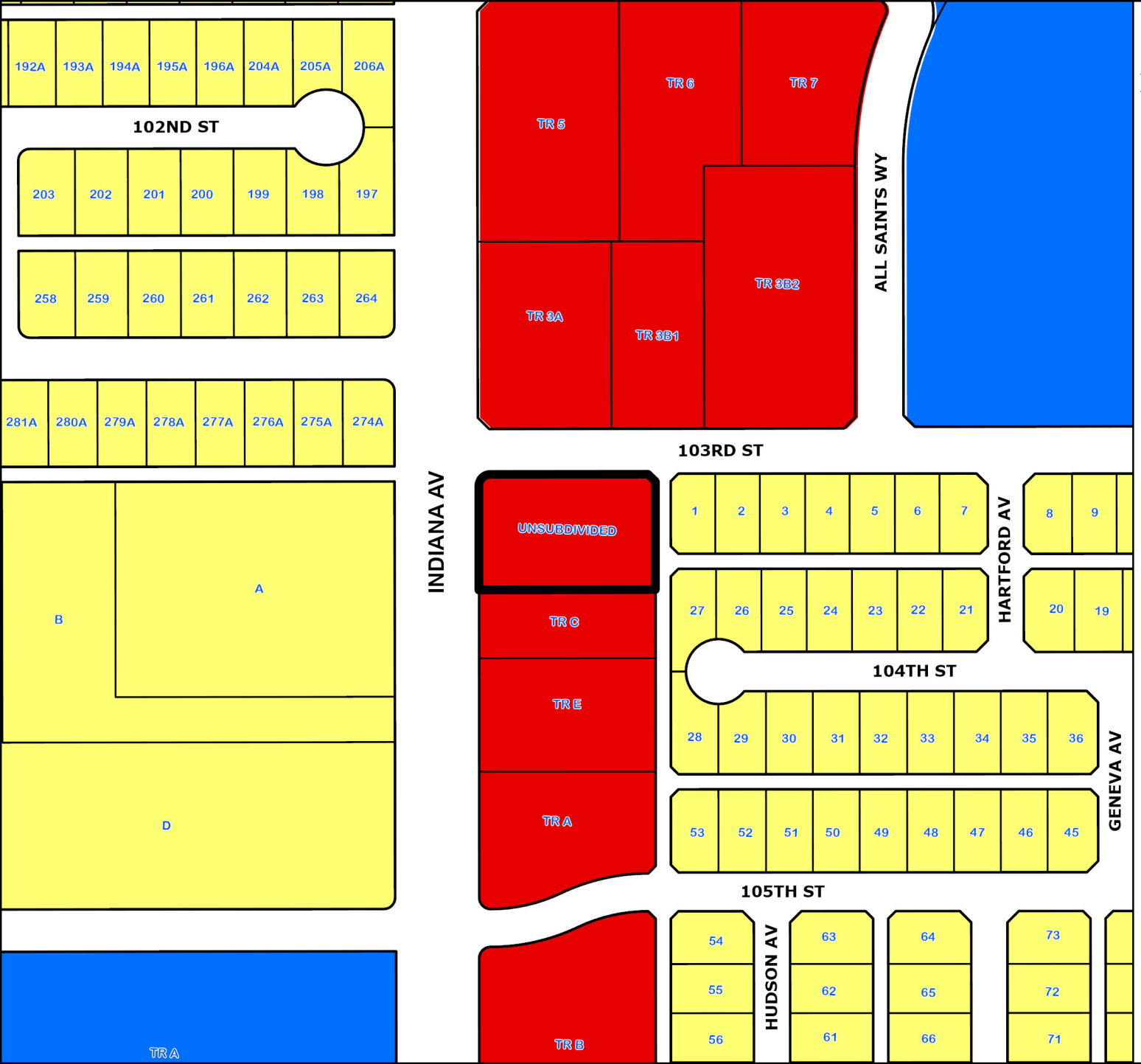
Feet
City of Lubbock TEXAS
Date Exported: August 2021



Future Land Use Plan
Case 3443

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: August 2021

3443

View of the subject property to the north

View of property from the east

View of property to the south

View of property to the west

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 10301 INDIANA AVE, LUBBOCK TX 79423

Lots/Tracts: LCAD R164359; BLK E-2, SEC 19, AB104 TR H OF NP

Survey & Abstract: SEE ATTACHED

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: APPROX. 0.8193

Existing Land Use: RAW LAND Existing Zoning: C-2-A

Requested Zoning: C-2

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

Representative/Agent Information (if different from owner)

Firm Name:

Name: DR. PLYLER MITTAL / GREG GARRETT

Address: 4709 113TH / 3926 85TH PL City: LUBBOCK State:

ZIP Code: 79424 Telephone: 448-821-4246 / 806-548-7653 Email: pmittal@mac.com greg@garrettguarantee.com

Applicant's Signature: [signature] [signature]

Date: 7/22/2024 Printed Name: DR. PLYLER MITTAL / GREG GARRETT

Owner Information

Firm Name: JTKLM

Owner: Keith McNeese

Address: PO Box 12025 City: LUBBOCK State: TX

ZIP Code: 79452 Telephone: 806-548-3392 Email: keith@lubbockfiberglass.com

Property Owner's Signature: [signature]

Date: 6/27/2024 Printed Name: Keith McNeese

Preparer Information

Preparer's Signature: [signature]

Date: 6/27/2024 Printed Name: Greg Garrett

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. 14.**

Meeting Date: 09/28/2021

Information

Agenda Item

Public Hearing - Planning: Consider a request for Zone Case 3444, a request of AMD Engineering, LLC for Escondido Lubbock, LLC, for a zone change from Transition District (T) to Two-Family District (R-2), at 5802 Upland Avenue, located west of Upland Avenue and south of 58th Street on 32.63 acres of unplatted land out of Block AK, Section 34, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on September 2, 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 Zone Case 3444 (L)
Staff Report Case 3444
Documentation Case 3444

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. 3444; A ZONING CHANGE FROM T TO R-2 ZONING DISTRICT AT 5802 UPLAND AVENUE, LOCATED WEST OF UPLAND AVENUE AND SOUTH OF 58TH STREET ON 32.63 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 34, 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. 3444

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** zoning district at **5802 Upland Avenue, located west of Upland Avenue and south of 58th Street on 32.63 acres of unplatted land out of Block AK, Section 34,** 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/ZC3444
September 2, 2021

DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 34, BLOCK AK,
LUBBOCK COUNTY, TEXAS

(1 OF 2)

Rezone to R-2

METES AND BOUNDS DESCRIPTION of a 32.63 acre (1,421,538 SF) tract of land located in Section 34, 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 88°08'29" W approximately 2628.81' and N 01°51'31" E approximately 2607.66' from the southeast corner of Section 34, Block AK;

THENCE N 01°50'18" E an approximate distance of 64.00 feet;

THENCE S 88°09'42" E an approximate distance of 2323.94 feet;

THENCE N 89°44'18" E an approximate distance of 150.10 feet;

THENCE S 88°09'42" E an approximate distance of 70.00 feet;

THENCE N 46°50'55" E an approximate distance of 42.43 feet;

THENCE S 88°08'26" E an approximate distance of 14.93 feet;

THENCE S 01°51'34" W an approximate distance of 67.49 feet;

THENCE N 88°09'42" W an approximate distance of 43.46 feet;

THENCE S 01°53'13" W an approximate distance of 37.50 feet;

THENCE N 88°09'42" W an approximate distance of 57.99 feet;

THENCE S 56°46'36" W an approximate distance of 22.22 feet;

THENCE S 56°43'50" W an approximate distance of 284.68 feet;

THENCE N 33°15'58" W an approximate distance of 50.00 feet;

THENCE S 56°44'02" W an approximate distance of 1071.87 feet;

DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 34, BLOCK AK,
LUBBOCK COUNTY, TEXAS

(2 OF 2)

THENCE S 33°15'58" E an approximate distance of 100.00 feet;

THENCE S 56°44'02" W an approximate distance of 39.24 feet;

THENCE S 26°22'19" E an approximate distance of 202.73 feet;

THENCE S 01°50'49" W an approximate distance of 58.93 feet;

THENCE N 88°09'02" W an approximate distance of 857.34 feet;

THENCE N 01°50'18" E an approximate distance of 1089.28 feet;

THENCE N 43°09'42" W an approximate distance of 14.14 feet;

THENCE N 88°09'42" W an approximate distance of 584.52 feet to the Point of Begginning and containing approximately 32.63 acres, including any Right of Way.

This description was prepared for purposes of a zoning request and does not represent a survey made upon the ground.

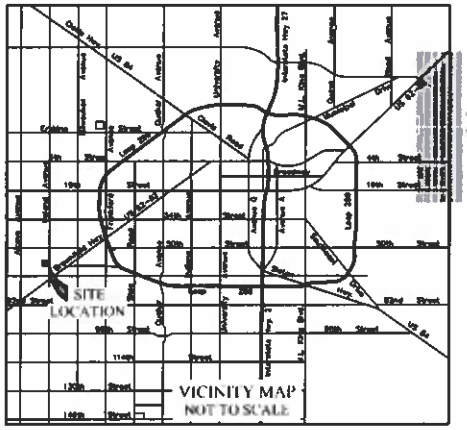
July 27, 2021

ZONE CHANGE APPLICATION EXHIBIT

A 32.63 ACRES OF LAND LOCATED IN SECTION 34, BLOCK AK, LUBBOCK COUNTY, TEXAS

ESCONDIDO CROSSING,

LOTS 158 THROUGH 323,AND TRACTS "B" AND "C",
AN ADDITION LOCATED IN SECTION 34, BLOCK AK,
LUBBOCK COUNTY, TEXAS



NOTES:
SCALE: 1" = 200'

- ZONING REQUEST R-2 FROM TRANSITIONAL (32.63 ACRES)

SCALE: 1"=200'

0 100' 200' 400'

AMD
CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
6515 68th Street, Suite 300
Lubbock, TX 79424
Phone: 806-771-5976
Fax: 806-771-7525
TBPE Reg. # F-9197

Accuracy - Efficiency - Integrity

Planning Department
City of Lubbock

Staff Report	Zone Case 3444
City Council Meeting	September 28, 2021

Applicant AMD Engineering, LLC

Property Owner Escondido Lubbock LLC

Council District 5

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- January 14, 1999: A portion of this property was annexed and zoned Transition (T) through Ordinance No. 010117.
- February 8, 2018: A portion of this property was annexed and zoned Transition (T) through Ordinance No. 2018-O0024.
- March 26, 2018: A portion of this property was annexed and zoned Transition (T) through Ordinance No. 2018-O0049.
- September 2, 2021, Zone Case 3444: The Planning and Zoning Commission recommended approval of a zone change from Transition District (T) to Two-Family District (R-2) by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 28
- Received In Favor: 1
- Received In Opposition: 0

Site Conditions and History

The subject property was annexed between 1999 and 2018 and has since remained undeveloped and unsubdivided.

Adjacent Property Development

The property to the north is vacant and zoned Transition District (T). The property to the east is zoned T and developed with residences. The property to the west and south is zoned High-Density Apartment District (A-2) and remains vacant.

Zoning Request and Analysis

Item Summary

The subject property is located at 5802 Upland Avenue, located west of Upland Avenue and south of 58th Street on 32.63 acres of unplatted land out of Block AK, Section 34. The applicant is requesting a zone change from T to R-2.

Current zoning: **Transition District (T)**

Requested zoning: **Two-Family District (R-2)**

Intent Statements
The intent of the current T zoning is "…to protect existing and future development in newly annexed territory until the proper zone classification can be determined and established by zone change."

The intent of the proposed 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 Upland Avenue, which is designated as a Minor Arterial. Minor Arterial streets are continuous routes whose function is to serve high volumes of local and regional traffic. Speeds are relatively high on arterial streets and handle high volumes of traffic.

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". While the R-2 district does not conform to the Comprehensive Plan designation, it is in conformance with existing zoning and development in the area. R-2 zoning in this location does abide by the Comprehensive Plan's recommendation of "adequate buffering" between the existing single-family uses to the east and the A-2 uses to the west (Pgs. 56-57).

Conformance with Zoning Ordinance
The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other residential uses that are already established.

Suitability of Property for Allowed Uses
The property is suitable for the proposed uses 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. Notification Map
C. Thoroughfare Plan Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and supporting documentation

Staff Contacts

Shane Spencer
Planner
Planning Department
806-775-2103
sspencer@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3444

Allowable Uses: Two Family District (R-2)

Transportation: The proposed development has points of access from Upland Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Upland Avenue *Minor Arterial (Modified), Partial*	R.O.W. 24 feet, two-lane, undivided, paved	R.O.W. 100 feet, 5-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

5.13 **Case 3444:** AMD Engineering, LLC for Escondido Lubbock LLC

Request for a zone change from Transition District (T) to Two-Family District (R-2), at:

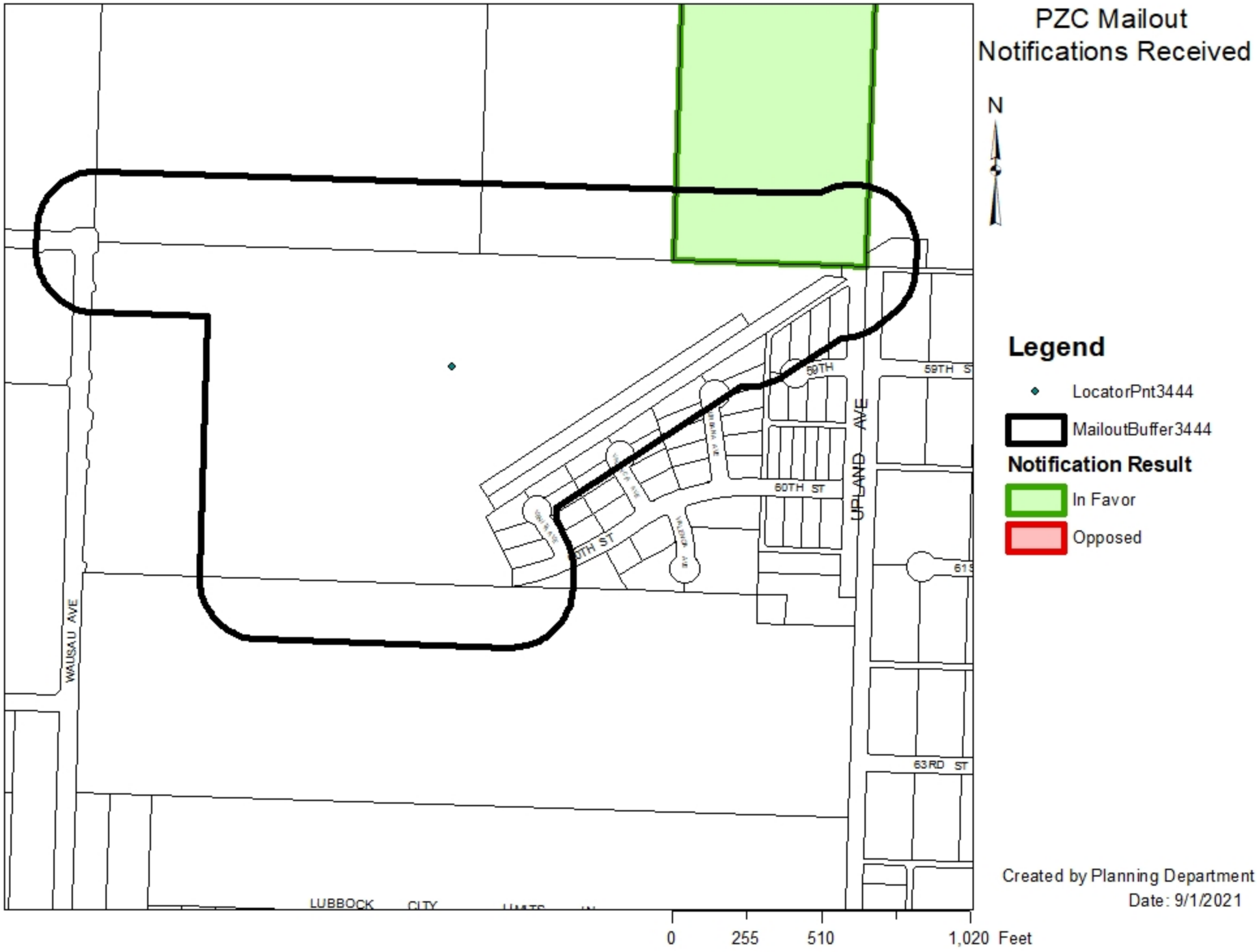
- 5802 Upland Avenue, located west of Upland Avenue and south of 58th Street on 32.63 acres of unplatted land out of Block AK, Section 34.

PLANNER SHANE SPENCER stated there were twenty-eight (28) notifications sent out and one (1) received in favor and zero (0) returned in opposition. Staff shared the location of the property including pictures and maps and discussed the surrounding area. Staff recommends approval of this request.

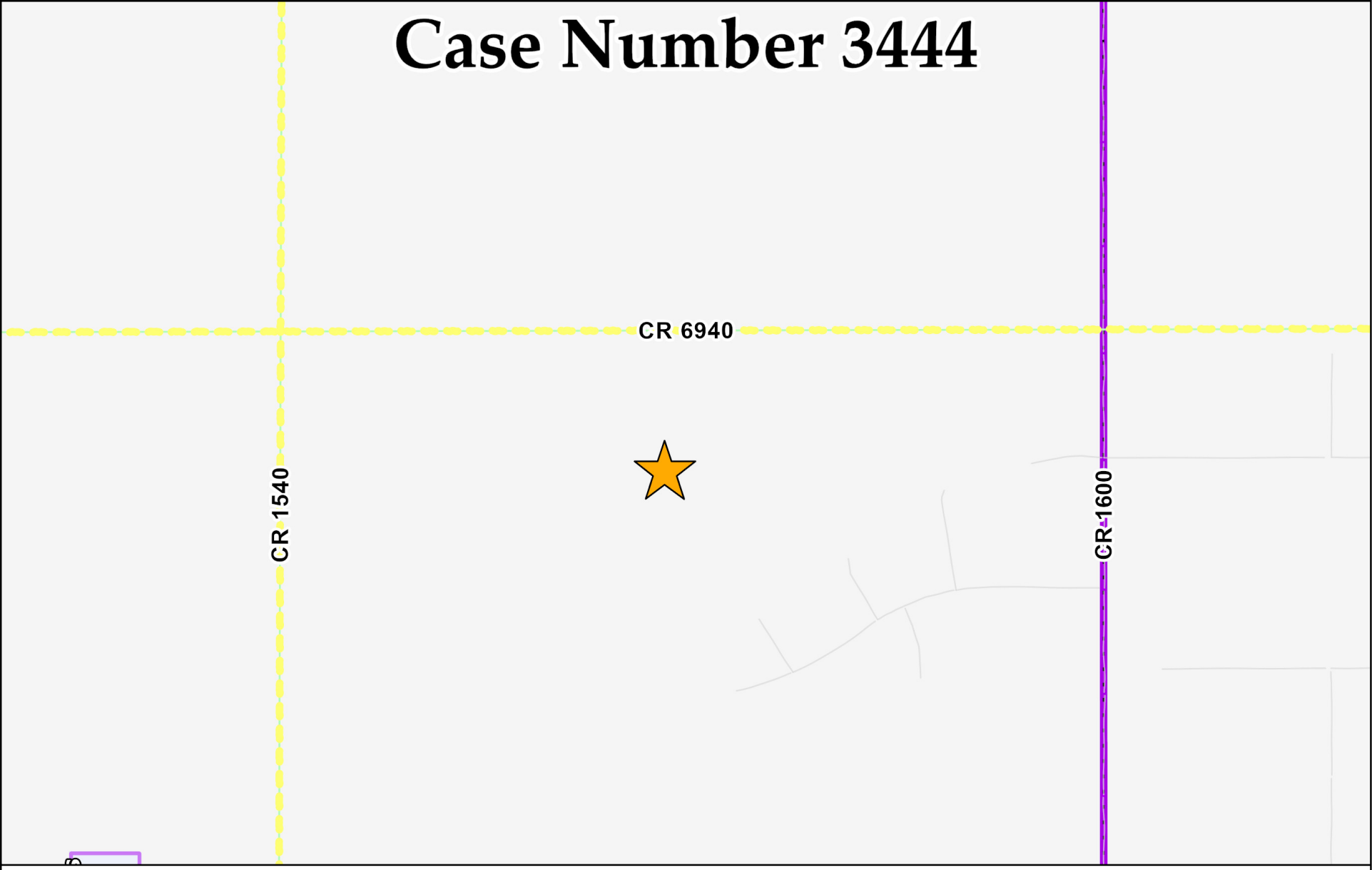
APPLICANT NATHAN FLEMING AMD Engineering, LLC, 6515 68th Street was available to answer any questions.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 3444** a motion was made by **JAMES BELL** and seconded by **JORDAN WHEATLEY** to approve the request 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.


PZC Mailout
Notifications Received
N
Legend
LocatorPnt3444
MailoutBuffer3444
Notification Result
In Favor
Opposed
WAUSAU AVE
UPLAND AVE
59TH ST
60TH ST
63RD ST
LUBBOCK CITY LIMITS
0
255
510
1,020 Feet
Created by Planning Department
Date: 9/1/2021

Case Number 3444



Collector
- Completed
- Partial
- Future

Minor Arterial
- Completed
- Partial
- Future

Modified Arterial
- Partial
- Future

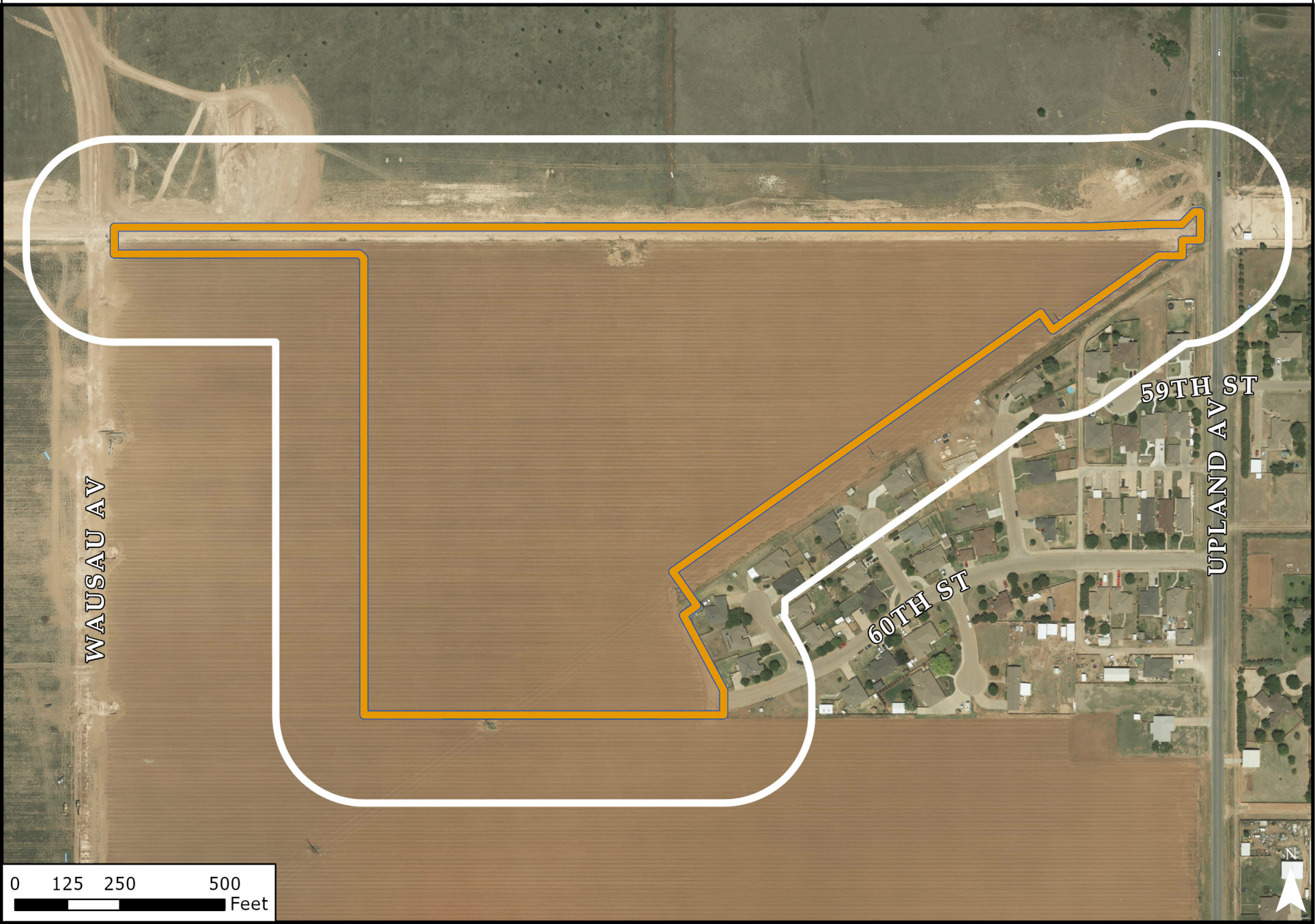
Principal Arterial
- Completed
- Partial
- Future

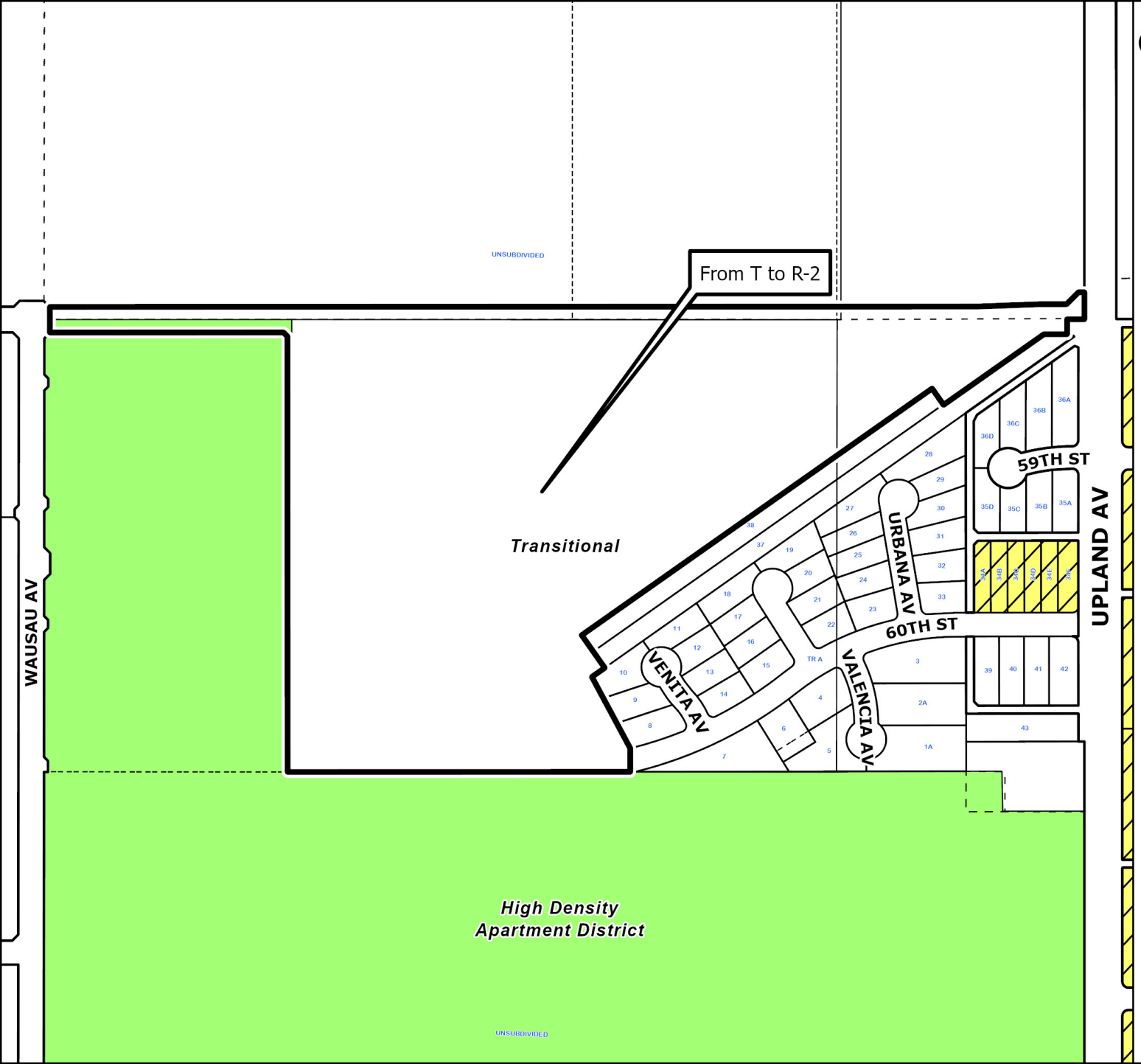
Freeway
- Completed
- Partial
- Proposed Outer Loop

N
W E
S

Date Exported: August 2021

Case Number 3444





Current Zoning

3444

Zoning Districts

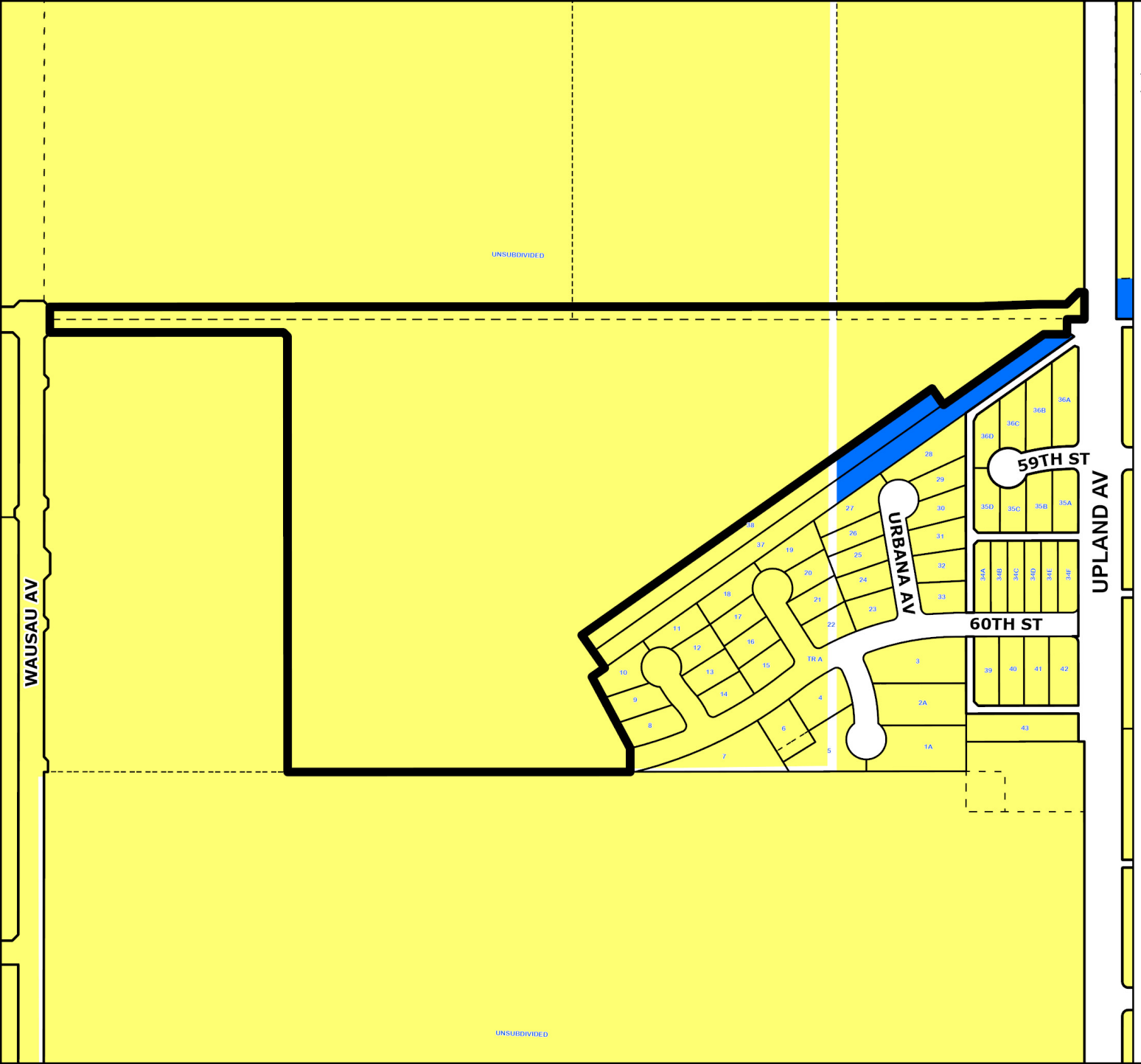
- High Density Apartment
- Single Family Specific Use
- Transitional

N

0 100 200 400 Feet

City of Lubbock TEXAS

Date Exported: August 2021



Future Land Use Plan
Case 3444

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: August 2021

3444

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: 58th Street and Upland Avenue, See Exhibit

Lots/Tracts: Lots 158-323 and Tracts "B" and "C", Escondido Crossing (Proposed)

Survey & Abstract: Section 34, Block AK

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 32.63

Existing Land Use: Undeveloped Existing Zoning: Transitional

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: 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: 7/27/2021 Printed Name: Nathin Flemins

Owner Information

Firm Name: Escondido Lubbock LLC

Owner: Trey Strong

Address: 8213 Alcove Ave City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-773-0813 Email: treystrong@hotmail.com

Property Owner's Signature:

Date: 7/27/2021 Printed Name: Trey Strong

Preparer Information

Preparer's Signature:

Date: 7/27/2021 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.

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.:** ***3444***

In Favor X

Opposed ____

Reasons and/or Comments:

Print Name Robert Wood

Signature: [signature]

Address: 8213 Alcove

Address of Property Owned: Property in Question

Phone Number: 806-773-0813

Email: Rwood@RobertWoodHomes.Com

Zone Case Number: **3444** R332799 Recipient 2 of 28
ESCONDIDO LUBBOCK LLC
8213 ALCOVE AVE

LUBBOCK TX 79424

Regular City Council Meeting **8. 15.**

Meeting Date: 09/28/2021

Information

Agenda Item

Public Hearing - Planning: Consider a request for Zone Case 3445, a request of Hugo Reed and Associates, Inc. for Lubbock Economic Development Alliance, for a zone change from Transition District (T) to Heavy Manufacturing District (M-2), located east of East Loop 289 and south of 4th Street on 407.3 acres of unplatted land out of Block O, Section 6, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on September 2, 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 Zone Case 3445
Starr Report Case 3445
Documentation Case 3445

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. 3445; A ZONING CHANGE FROM T TO M-2 ZONING DISTRICT GENERALLY LOCATED EAST OF EAST LOOP 289 AND SOUTH OF 4TH STREET ON 407.3 ACRES OF UNPLATTED LAND OUT OF BLOCK O, SECTION 6, 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. 3445

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 **M-2** zoning district **generally located east of East Loop 289 and south of 4th Street on 407.3 acres of unplatted land out of Block O, Section 6,** 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/ZC3445
September 2, 2021

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

LAND SURVEYORS
CIVIL ENGINEERS

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION of an approximate 407.3 acre tract of land located in Section 6, Block O, E. L. & R. R. Railroad Company Survey, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the East line of Section 6, Block O, Lubbock County, Texas, for the most Easterly Northeast corner of this tract, which bears S. 01°24'51" W. an approximate distance of 544.5 feet from the Northeast corner of Section 6, Block O, E.L. & R.R. Railroad Company Survey, Lubbock County, Texas;

THENCE S. 01°24'51" W., along the East line of said Section 6, an approximate distance of 2116.3 feet to a point for the Southeast corner of the Northeast Quarter of said Section 6 for the most Easterly Southeast corner of this tract;

THENCE N. 88°37'10" W., along the South line of the North half of said Section 6, an approximate distance of 2674.5 feet to the Northeast corner of the Southwest Quarter of said Section 6, for an "ell" corner of this tract;

THENCE S. 01°45'49" W., along the East line of the Southwest Quarter of said Section 6, an approximate distance of 2650.2 feet to a point at the Southeast corner of the Southwest Quarter of said Section 6, for the most Southerly Southeast corner of this tract;

THENCE N. 88°39'07" W., along the South line of said Section 6, an approximate distance of 2638.6 feet to the Southwest corner of said Section 6, being the Southwest corner of this tract;

THENCE N. 01°46'08" E., along the West line of said Section 6, an approximate distance of 304.2 feet;

THENCE N. 47°11'23" E. an approximate distance of 1035.6 feet to a point of reverse tangency;

THENCE Southwesterly, along a curve to the right, said curve having a radius of approximately 554.8 feet, a central angle of 44°08'41", a chord distance of approximately 417.0 feet and a chord bearing of S. 69°15'45" W. to a point of tangency;

THENCE N. 88°39'44" W. an approximate distance of 352.4 feet to a point in the West line of said Section 6;

THENCE N. 01°46'08" E., along the West line of said Section 6, an approximate distance of 1599.9 feet;

THENCE S. 88°15'01" E. an approximate distance of 300.0 feet to a point;

THENCE N. 01°46'08" E. an approximate distance of 200.0 feet to a point in the North line of the South half of said Section 6;

THENCE S. 88°15'01" E., along the North line of the South half of said Section 6, an approximate distance of 536.6 feet;

THENCE N. 01°46'47" E. an approximate distance of 2101.7 feet to the most Westerly Northwest corner of this tract;

THENCE S. 88°39'20" E. an approximate distance of 800.0 feet to a point;

THENCE N. 01°46'47" E. an approximate distance of 544.5 feet to a point in the North line of said Section 6 for the most Northerly Northwest corner of this tract;

THENCE S. 88°39'34" E., along the North line of said Section 6, an approximate distance of 2859.3 feet to a point for the most Northerly Northeast corner of this tract;

THENCE S. 01°24'51" W. an approximate distance of 544.5 feet;

THENCE S. 88°39'34" E. an approximate distance of 800.0 feet to the Point of Beginning.

SAVE AND EXCEPT the following two tracts of land:

"Tract I"

METES AND BOUNDS DESCRIPTION of an approximate 0.04 acre tract, being that same tract described in Volume 1771, Page 194 of the Deed Records of Lubbock County, Texas, located in the North Half of Section 6, Block O, E. L. & R. R. Railroad Company Survey, Lubbock County, Texas, and being further described as follows:

BEGINNING at a point in the South line of a 40 foot right-of-way easement described in Volume 215, Page 190 of the Deed Records of Lubbock County, Texas, at the Northeast corner of this tract, which bears N. 88°39'34" W. an approximate distance of 2480.5 feet and S. 01°20'26" W. an approximate distance of 40.0 feet from the Northeast corner of Section 6, Block O, E. L. & R. R. Railroad Company Survey, Lubbock County, Texas;

THENCE S. 01°20'26" W. an approximate distance of 25.0 feet to a point for the Southeast corner of this tract;

THENCE N. 88°39'34 W. an approximate distance of 75.0 feet to a point for the Southwest corner of this tract;

THENCE N. 01°20'26" E. an approximate distance of 25.0 feet to a point for the Northwest corner of this tract;

THENCE S. 88°39'34" E., along the South line of said 40 foot right-of-way easement, an approximate distance of 75.0 feet to the Point of Beginning.

"Tract II"

METES AND BOUNDS DESCRIPTION of an approximate 1.0 acre tract described in Volume 5686, Page 324 of the Real Property Records of Lubbock County, Texas, located in the Southwest Quarter of Section 6, Block O, E. L. & R. R. Railroad Company Survey, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Southeast corner of this tract, which bears N. 88°39'07" W. an approximate distance of 60.9 feet and N. 01°45'49" E. an approximate distance of 28.5 feet from the Southeast corner of the Southwest Quarter of Section 6, Block O, E. L. & R. R. Railroad Company Survey, Lubbock County, Texas;

THENCE N. 88°39'52" W. an approximate distance of 159.5 feet to a point for the Southwest corner of this tract;

THENCE N. 01°45'49" E. an approximate distance of 275.0 feet to a point for the Northwest corner of this tract;

THENCE S. 88°39'52" E. an approximate distance of 159.5 feet to a point for the Northeast corner of this tract;

THENCE S. 01°45'49" W. an approximate distance of 275.0 feet to the Point of Beginning.

Total Approximate Acreage	408.30
Less Tract I	0.04
Less Tract II	1.00
Resulting Approximate Acreage	407.3

PREPARED FOR ZONING PURPOSES ONLY. DOES NOT REPRESENT AN ACTUAL SURVEY AND SHALL NOT BE RECORDED FOR ANY REAL PROPERTY PURPOSES.

Prepared for Lubbock Economic Development Alliance
July 26, 2021

Planning Department
City of Lubbock

Staff Report	Zone Case 3445
City Council Meeting	September 28, 2021

Applicant Hugo Reed & Associates, LLC

Property Owner Lubbock Economic Development Alliance

Council District 2

Recommendations
- Staff recommends APPROVAL of this request.

Prior Board or Council Action
- August 10, 2021: The property was annexed through Ordinance No. 2021-O0093 and zoned Transition (T).
- September 2, 2021: The Planning and Zoning Commission recommended approval of a zone change case from Transition (T) to Heavy Manufacturing District (M-2) by a vote of 8-0-0.

Notification Summary
- Notifications Sent: 31
- Received In Favor: 1
- Received In Opposition: 8 (Two total properties within notification boundary)

Site Conditions and History
The subject property is vacant and has remained undeveloped since annexation.

Adjacent Property Development
Property to the north, east, and south is outside city limits. The properties to the north are occupied by some residential uses, two auto parts stores, and a Dollar General. To the south and east, properties are sparsely developed with residential or are vacant. To the west properties are developed with a mixture of manufacturing uses zoned Heavy Manufacturing (M-2).

Zoning Request and Analysis
Item Summary
The subject property is generally located east of East Loop 289 and south of East 4th Street on 407.3 acres of unplatted land. The applicant requests a zone change from Transition District (T) to Heavy Manufacturing District (M-2).

Current zoning: **Transition District (T)**

Requested zoning: **Heavy Manufacturing District (M-2)**

Intent Statements
The intent of the current T zoning is, "… to protect existing and future development in newly annexed territory until the proper zone classification can be determined and established by zone change."

The intent of the requested M-2 zoning is, "… to provide for those uses defined as heavy industrial and/or manufacturing use which will or may produce off-site noise, odor, or dust. The regulations are designed to provide standards for proper on-site development and to protect the environmental quality of adjacent areas and the city in general."

Traffic Network/Infrastructure Impacts
The proposed zone change location is along 19th Street and 4th Street, which are both designated as a Principal Arterials by the Master Thoroughfare Plan, 2018. Arterials are intended to move high volumes of traffic at relatively high speeds. The current infrastructure is suitable for the requested zone change in this location.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area. M-2 zoning already exists directly to the west of the subject property. The property is also located along Principal Arterials and is just to the east of East Loop 289, which is designated as an expressway.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates the subject property for Low Density Residential uses. The proposed zone change to M-2 is not in conformance with the Future Land Use Map, however, there is already M-2 in this area and the property borders two Principal Arterials and is near an Expressway.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance and is appropriate in this location.

Suitability of Property for Allowed Uses
The property is suitable for the proposed use and may 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 3445

Allowable Uses: Heavy Manufacturing District (M-2)

Transportation: The proposed development has points of access from 19th Street and 4th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
19th Street *Principal Arterial, Modified*	R.O.W. 110 feet, two-lane, undivided, paved	R.O.W. 110 feet, five-lane, undivided, paved
4th Street *Principal Arterial, Partial*	R.O.W 110 feet, two-lane undivided, paved	R.O.W. 110 feet, seven-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

5.14 **Case 3445:** Hugo Reed and Associates, Inc. for Lubbock Economic Development Alliance

Request for a zone change from Transition District (T) to Heavy Manufacturing District (M-2).

- Generally located east of East Loop 289 and south of 4th Street on 407.3 acres of unplatted land out of Block O, Section 6.

PLANNER BAILEY SHILLINGS stated there were thirty-one (31) notifications sent out one (1) was received in support and eight (8) were received in opposition. Staff shared the location of the property including pictures and maps and discussed the surrounding area. Staff recommends approval of this request.

APPLICANT TERRY HOLEMAN 1601 Avenue N, Hugo Reed & Associates, Inc, assisted LEDA in acquiring and annexing the property, so the City will get the tax dollars. The intent is to develop an industrial style park, so they are requesting to extend the existing M-2 from East Loop 289. M-2 zoning does not allow everything, and some uses still require approval of a Specific Use. The property abuts 4th Street and 19th Street and the agriculture use to the southeast is a City land application site for wastewater. All other abutting property is outside city limits, except for the M-2 zoning to the west.

APPLICANT JOHN OSBORNE 8917 CR 6860, President and CEO of LEDA stated he is bound by a confidentiality agreement, but the proposed developments would be agriculture research and food manufacturing. There will not be heavy traffic. The manufacturing traffic would access the property from 19th Street, with a small amount of access off 4th Street. There could be an odor, but they do their best to ensure it is as odorless as possible.

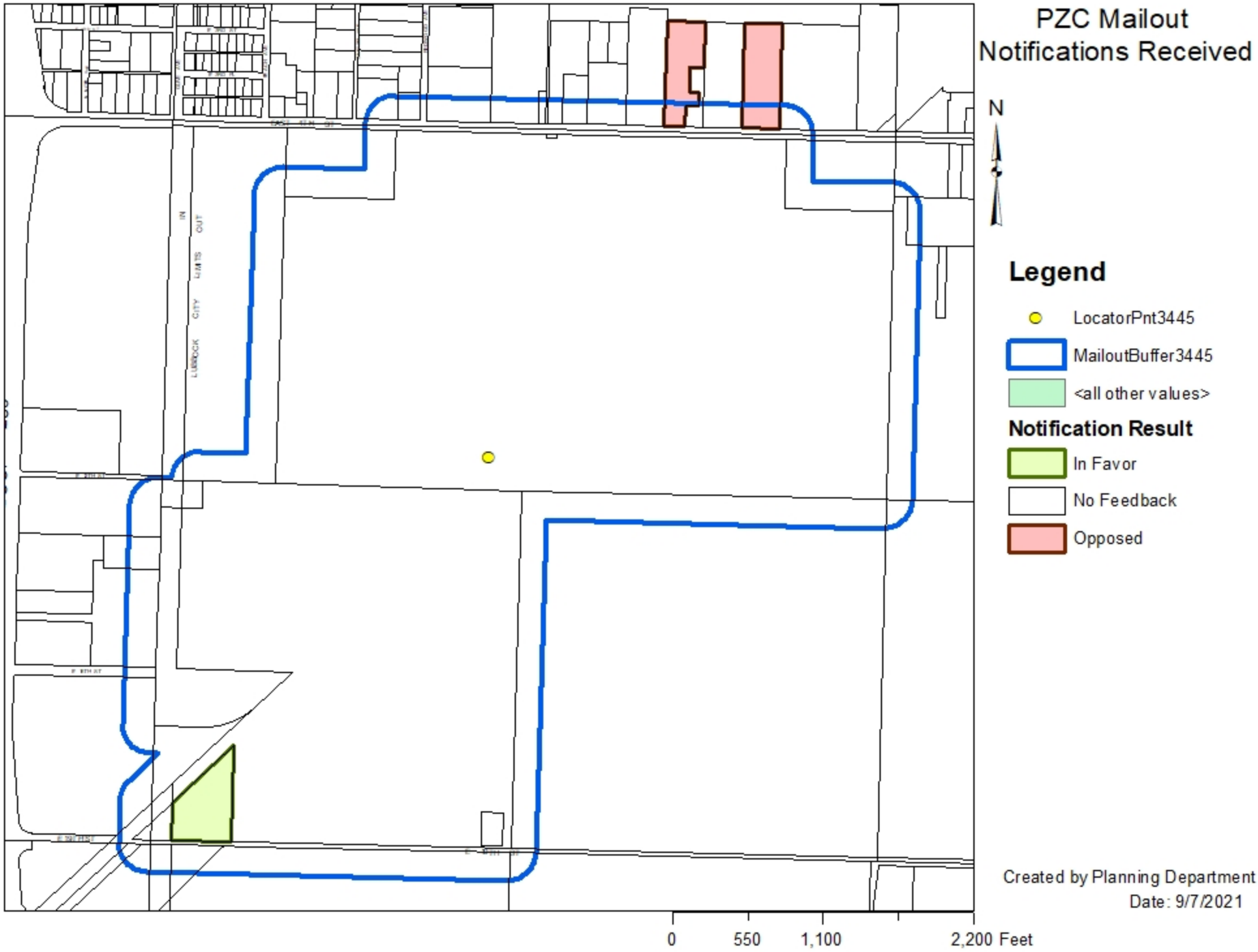
BOARDMEMBER DAN WILSON stated he appreciates what LEDA does for Lubbock and asked if there would be any pollutants, toxic issues, or noise issues. Mr. Osborne stated there is no smelting process, just food manufacturing. He has toured one of their facilities and did not smell anything offensive. This company does their

best to ensure they are good neighbors. If they do not win the project, they will search for other prospects, but they felt it necessary for the property to be inside city limits, in order to have the greatest impact.

OPPOSITION - LILY HERNANDEZ 4617 East 4th Street stated her family is having a hard time understanding what type of development would be on this property. She is speaking on behalf of the Trevino – Hernandez household. On August 25th they were notified of this zone case and she spoke with the Planning Department, but found it hard to support the case with only minor details given. She requested information from Terry Holeman and John Osborne as well. She is concerned that M-2 provides opportunities for C-4 uses. She has lived in this area her entire life. Mrs. Hernandez went on to read a letter regarding her family's history in the area as well as their concerns.

No one spoke in favor of the request.

In the matter of **Zone Case 3445** a motion was made by **JAMES BELL** and seconded by **JORDAN WHEATLEY** to approve the request 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.


PZC Mailout
Notifications Received
N
Legend
LocatorPnt3445
MailoutBuffer3445
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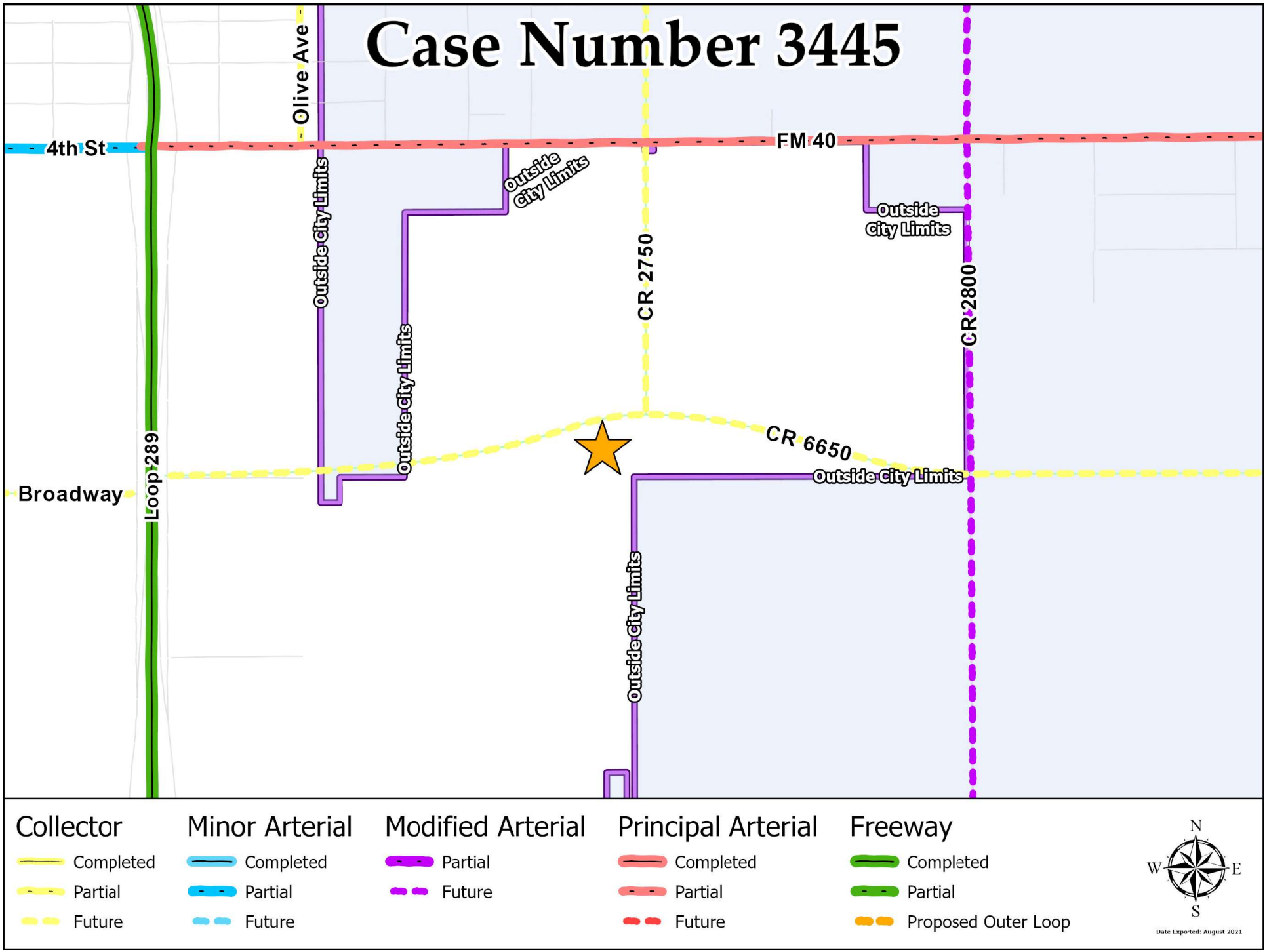
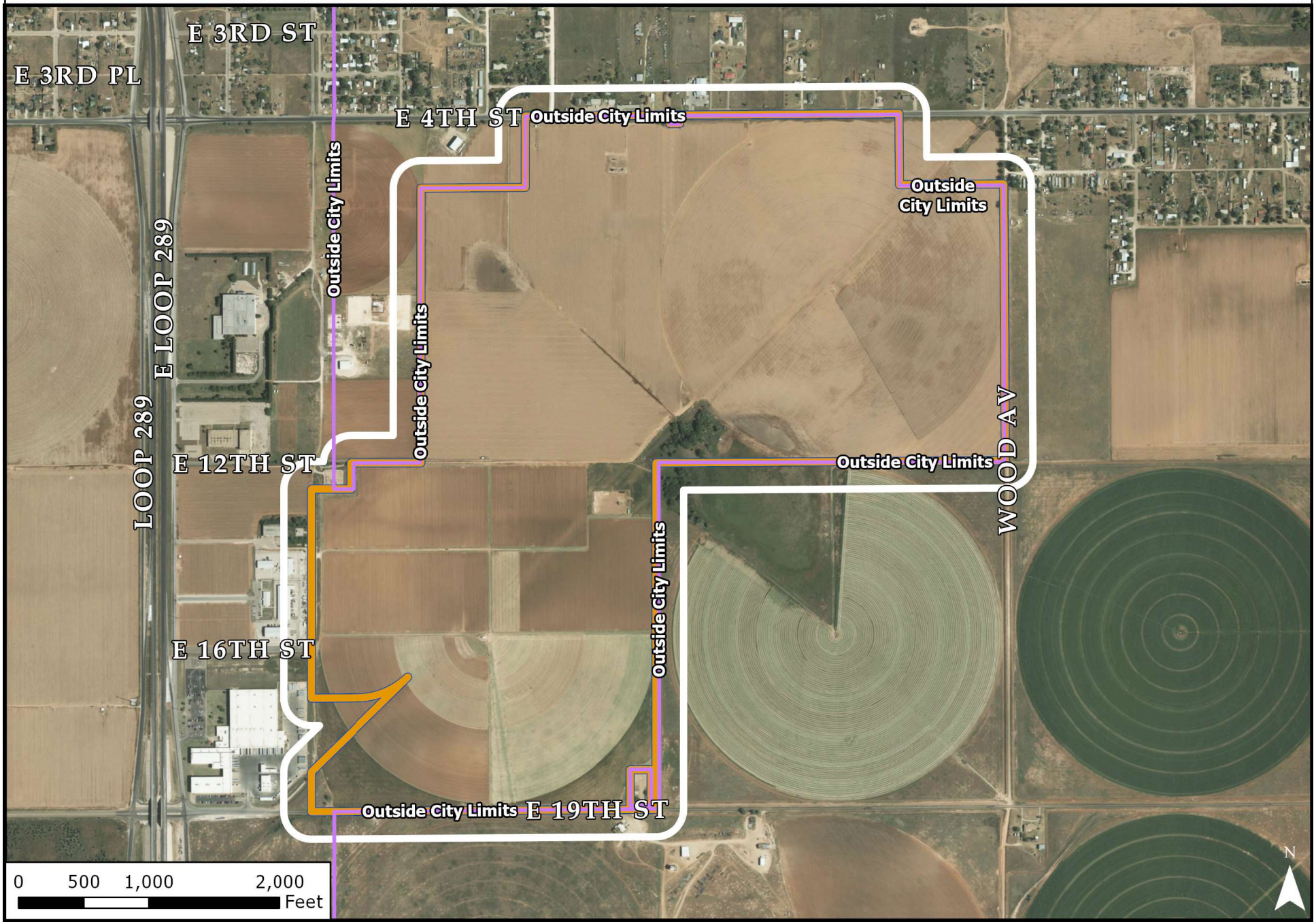
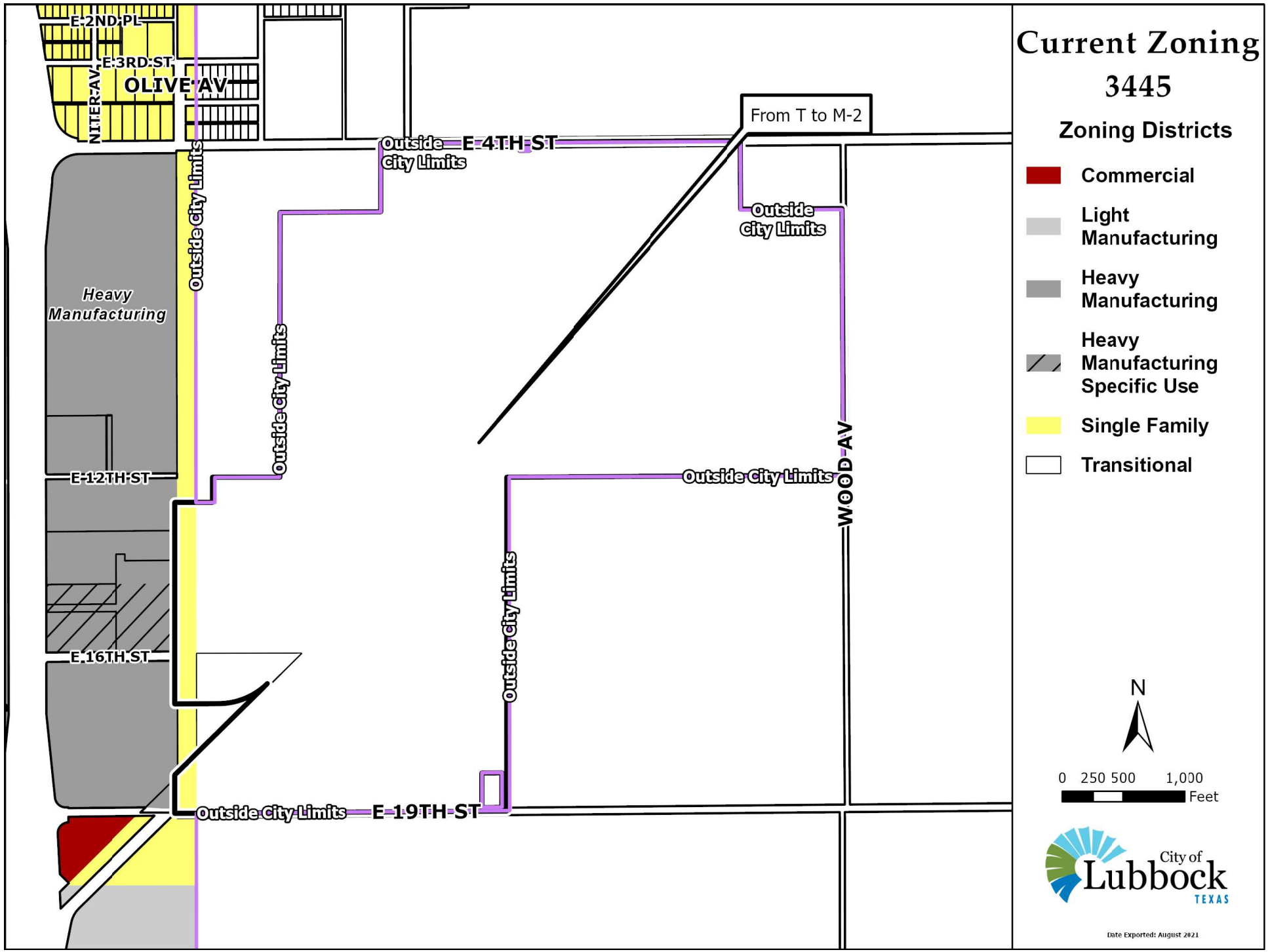
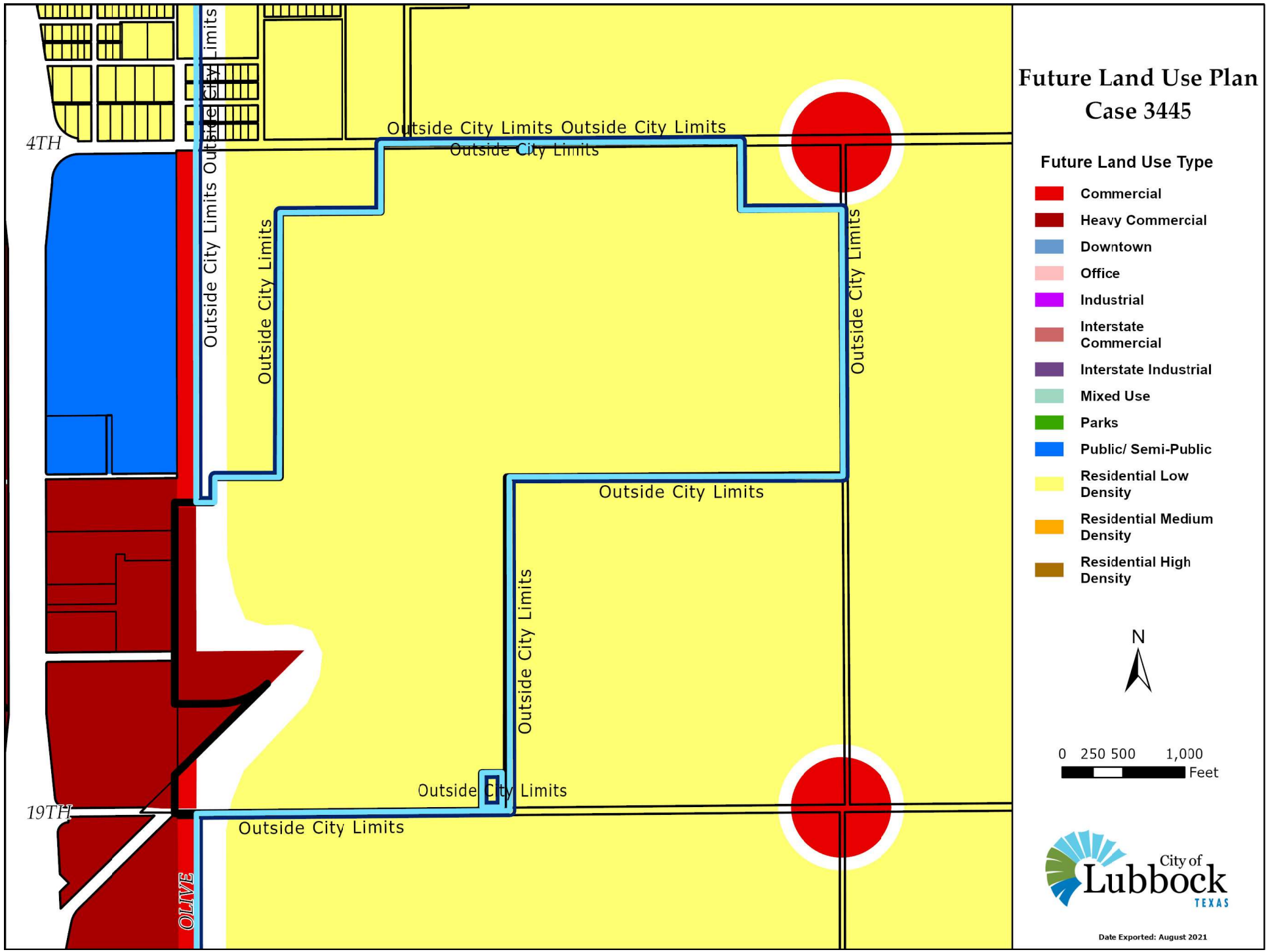
Notification Result
In Favor
No Feedback
Opposed
Created by Planning Department
Date: 9/7/2021
0
550
1,100
2,200 Feet


Case Number 3445
Olive Ave
4th St
FM 40
Outside City Limits
Outside City Limits
Outside City Limits
CR 2750
Outside City Limits
CR 2800
CR 6650
Outside City Limits
Broadway
Loop 289
Outside City Limits
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: August 2021

Case Number 3445




E 2ND PL
E 3RD ST
OLIVE AV
NITER AV
E 4TH ST
Outside City Limits
From T to M-2
Outside City Limits
Outside City Limits
Heavy Manufacturing
Outside City Limits
E 12TH ST
Outside City Limits
WOOD AV
Outside City Limits
E 16TH ST
Outside City Limits
E 19TH ST
Current Zoning
3445
Zoning Districts
Commercial
Light Manufacturing
Heavy Manufacturing
Heavy Manufacturing Specific Use
Single Family
Transitional
N
0 250 500 1,000
Feet
City of Lubbock TEXAS
Date Exported: August 2021


Future Land Use Plan
Case 3445
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
0 250 500 1,000
Feet
City of Lubbock TEXAS
Date Exported: August 2021
4TH
19TH
OLIVE
Outside City Limits

3445

Subject property. View to the north.

View to the east.

View to the south.

View to the 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: East of East Loop 289, between 4th and 19th Streets

Lots/Tracts: Unplatted Tracts

Survey & Abstract: Section 6, Block O

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 407.3 Acres

Existing Land Use: Vacant Existing Zoning: Transitional (upon annexation)

Requested Zoning: M-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 & Associates

Name: Terry Holeman

Address: 1601 Avenue N City: Lubbock State: Texas

ZIP Code: 79401 Telephone: 806-763-5642 Email: tholeman@hugoreed.com

Applicant's Signature: Terry Holeman

Date: July 28, 2021 Printed Name: Terry Holeman

Owner Information

Firm Name: Lubbock Economic Development Alliance

Owner: LEDA

Address: 1500 Broadway, 6th Floor City: Lubbock State: Texas

ZIP Code: 79401 Telephone: 806-749-4500 Email: john@marketlubbock.org

Property Owner's Signature:

Date: July 28, 2021 Printed Name: John Osborne

Preparer Information

Preparer's Signature:

Date: Printed Name:

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3445***

In Favor ✓

Opposed ____

Reasons and/or Comments:

- newly annexed property
- perfectly situated for economic/industrial development
- next to City's land application sites so not likely for any residential development

Print Name John Osborne, CEO & President

Signature: [signature]

Address: 1500 Broadway, Suite 600

Address of Property Owned: 407 acres east of E Loop 289 - Block D, Section 6

Phone Number: 806-749-4500

Email: john@marketlubbock.org

Zone Case Number: **3445** R306056

LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE IN
1500 BROADWAY
FL 6

LUBBOCK TX 79401

Recipient 6 of 31

RECEIVED
SEP - 1 2021
BY: _____

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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In Favor ____

Opposed ✓

Reasons and/or Comments:

Print Name ANTONIO MARTINEZ

Signature: Antonio Martinez

Address: 4617 E 4th Street, Lubbock, TX 79403

Address of Property Owned: ____

Phone Number: (806) 441-0451

Email: Martinez_antonio2424@yahoo.com

Zone Case Number: **3445** R94316 Recipient 13 of 31
TREVINO, GUADALUPE TIRSO
320 PRIVATE ROAD 2760

LUBBOCK TX 79403

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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In Favor ____

Opposed X

Reasons and/or Comments:

Print Name Jelisa Hernandez

Signature: Jelisa Hernandez

Address: 4617 E. 4th Street, Lubbock, TX 79403

Address of Property Owned: ____

Phone Number: 806-317-0983

Email: jlisa.hernandez@yahoo.com

Zone Case Number: **3445** R94316 Recipient 13 of 31
TREVINO, GUADALUPE TIRSO
320 PRIVATE ROAD 2760

LUBBOCK TX 79403

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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In Favor ____

Opposed ✓

Reasons and/or Comments:

Print Name Mary V. Trevino

Signature: Mary V. Trevino

Address: 4615 E. 4th Street

Address of Property Owned: ____

Phone Number: 806-787-8626

Email: LupenMary@gmail.com

Zone Case Number: **3445** R94316 Recipient 13 of 31

TREVINO, GUADALUPE TIRSO
320 PRIVATE ROAD 2760

LUBBOCK TX 79403

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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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.:** ***3445***

In Favor ____

Opposed X

Reasons and/or Comments:

Print Name Breanna Hernandez

Signature: Breanna Hernandez

Address: 4617 E 4th ST

Address of Property Owned: ____

Phone Number: 806.317.4207

Email: brenhern96@gmail.com

Zone Case Number: **3445** R94316 Recipient 13 of 31

TREVINO, GUADALUPE TIRSO
320 PRIVATE ROAD 2760

LUBBOCK TX 79403

Planning Department
Planning and Zoning Commission
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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.:** ***3445***

In Favor ____

Opposed \/

Reasons and/or Comments:

Changing from Transition District to Heavy Manufacturing District would bring excessive ; loud noise at all hours of the day ; dust / poiler , and pollution / pullutants possibly poisonous materials / gases

Print Name Melisa Hernandez

Signature: Melisa Hernandez

Address: 325 Private Road 2760

Address of Property Owned: 320 PR 2760

Phone Number: 806-317-9476

Email: mel876@yahoo.com

Zone Case Number: **3445** R94316 Recipient 13 of 31

TREVINO, GUADALUPE TIRSO
320 PRIVATE ROAD 2760

LUBBOCK TX 79403

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.:** ***3445***

In Favor ____

Opposed ✓

Reasons and/or Comments:

Print Name Guadalupe T. Trevino

Signature: Guadalupe T Trevino

Address: 4615 E 4th Street or 320 Private Road 2760

Address of Property Owned: _____

Phone Number: 806-787-8626

Email: Lupenmary@gmail.com

Zone Case Number: **3445** R94316 Recipient 13 of 31
TREVINO, GUADALUPE TIRSO
320 PRIVATE ROAD 2760

LUBBOCK TX 79403

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.:** ***3445***

In Favor ____

Opposed ✓

Reasons and/or Comments:

See attached.

Print Name Lily Gabryelle Hernandez

Signature: [signature]

Address: 4617 E 4th St.

Address of Property Owned: ____

Phone Number: 806 786 6127

Email: lilyghernandez6517@gmail.com

Zone Case Number: **3445** R94316 Recipient 13 of 31
TREVINO, GUADALUPE TIRSO
320 PRIVATE ROAD 2760

LUBBOCK TX 79403

PLANNING & ZONING COMMISION RESPONSE **CASE 3445**
September 2, 2021

Lily Gabryelle Hernandez
320 Private Road 2760, 4617 E 4th St., Lubbock, TX 79403
IN OPPOSITION

My name is Lily Gabryelle Hernandez. Thank you for your time and careful attention given to this case, among others you have reviewed today.

I am stating opposition on behalf of the Treviño-Hernandez household, located on E 4th Street, along with the families and citizens who live in our neighborhoods and were not able to make it today.

On August 25, I was notified of zone change case 3445. Talking to our planning department, it was difficult understanding how to support this request with very slight details given. Thus, we requested answers from Terry Holeman with Hugo Reed, and John Osbourne with the Lubbock Economic Development Alliance, the landowners. John gracefully answered all preliminary questions as follows:

> M-2 Districts provide several diverse opportunities for businesses that fall under C-4. Is there a plan for districts, such as those, to be utilized within the proposed M-2 district? He States...
>
> *"While the land will all be zoned M-2, the current plan is for the land to only be utilized by two prospects with two different uses – one would be agricultural research and the other would be manufacturing. Neither of these two prospects would want something from within the C-4 category to be located on their property."*
>
> Is there an in-place proposition for this area, or rather a company/business that will immediately develop the acres? If not, to whom will this land be marketed?
>
> *"Yes, we are currently working with two prospects that have both expressed interest in the total area that was annexed and being requested to the M-2 zoning change."*
>
> Lastly, is it possible the land will become extensive use to Texas Tech, or BASF?
>
> *As with all our prospects, we are bound by confidentiality and nondisclosure agreements that do not allow the release of information about the company nor its project prior to their announcement. We do hope and anticipate an announcement of both projects in the next month or two.*

From this we understood there were two prospects. Two companies who would like to and very much plan to coordinate Agricultural Research, and Manufacturing South of our residence. There are existing companies within M-2 districts (Texas Tech, Bayer Crop Sciences, BASF, McLane's), southwest, and we have prolonged them as our neighbors through noticeable, and not so noticeable consequences. **Please note I have lived here my entire life, and the land that I call my home is simply not any residential area. During the 90s, this land was staked strictly to be owned by our country's veterans. My grandfather lived in East Lubbock, fought for and protected our country. He paid his land that he so rightfully deserved. He works tirelessly from morning to evening for us. He maintains our land, and despite weather conditions, he is outside. He is not the only one. This land grazing E 4th street is a gift to the veterans and their families, and so we trust our City & County to deliberately protect our well-being and not our declination.** Despite our response to sparse details of set developments and the new information presented about this case, we respect you in understanding our frustration with the *"choice"* we must make, *in favor or opposition*, prior to this meeting.

I ask where we draw the line in preservation of our military families, our intergenerational, diverse communities that are desperate in extending their voices, expressing their exhaustion from the ever imposing industrial district. Could it be dismissed considering we will remain in the county, as this possible development will lie only in the limits? No, the city limits only determine regulations imposed onto its people, but negative everlasting effects of this district seek boundless.

If you see this reasoning as "not fit," let us elaborate. The issue we face today is not new. Lubbock is the Hub City, expanding rapidly, unveiling uneven distribution of commercial and residential. East Lubbock during the 70s and 80s gained development with several retail spaces, restaurants, etc., all declining over the years. For 24 years I've only witnessed the United Supermarkets and MLK Bingo remain as an economical beacon for this area. Imagine the South and West neighborhoods of Lubbock maintaining only two businesses. It would be immoral to allow a desert of business. How could it be for us? Residents in East Lubbock and east of the city limits have endured prolonged effects from redlining, poor and neglectful planning. These disadvantaged neighborhoods are the diversity of Lubbock. They have been around a lot longer than half of the west side. Yet they withstand the industrial districts that pose lingering negativity and lack of true urban amenities. We understand the need of industrial use. It has to go somewhere, right? What does our city know about it?

Let me remind you:

In **1959, the Lubbock Comprehensive Plan Land Use Report** was established, describing industrial use as

> *"... Subdivided into two specific classifications, light and heavy. Although these are not precise terms, they are in common usage to distinguish unobjectable industrial processes from those that are, or may become, objectionable in close proximity to other types of uses* ***where people live or work****. Thus all industries that are known to emit smoke, dust, odor, or noise, or are hazardous by nature are classed as heavy industry. Conversely, other forms of manufacturing, storage, processing, or the like without these objectionable characteristics, are classified as light industry."*

Page 16 in the Industrial Uses section, it is expressed that the South East areas of Lubbock are

> *"... Desirable for the future expansion of industrial uses in that the prevailing breeze is out of the Southwest, which carries any offensive odors away from the use areas and they are areas not generally suitable for higher type uses."*

This reasoning carries no weight. Prevailing winds likely shift directions. It proves the understanding our side must face.

Currently, as we live with manufacturing companies engulfing the East Loop, we've continuously felt the effects of their migrating pollution. Chemical sprayed have been caught in said "prevailing winds" permanently damaging our land and our trees that bear fruit. It has been detrimental to our health. Depending on the coarseness of polluted particles, they can travel thirty up to hundreds of miles. We live .019 miles from the request zone change, literally across the street.

In **1975-1986, Lubbock's Comprehensive Land Use Plan Policies** suggest site plan design is key.

> *"Where the possibility exists for adverse effects on adjacent residential areas, commercial or industrial zoning may take place only in accordance with an approved site plan. Industrial or commercial zoning adjacent to Loop 289 and major entry corridors to the city should be granted only in accordance with an approved site plan."*

It continues to present obvious goals, city council shall hold accountable.

> *"To provide equitable distribution of urban amenities including paved streets, adequate water and sewer services, parks, and other community facilities. To eliminate factors which degrade the neighborhood environment, such as incompatible land uses, code violations, pollution sources, and undesirable traffic patterns. "*

Distance between our neighborhoods and industrial development is bane. How can we protect our environmental status, while avoiding degradation of existing and future communities, habitats or bodies of water that will lie within an easy reach of a 5 mile radii, if we allow for this zone change?

In **2018, the Comprehensive Plan for the Future Lubbock, Plan 2040** delves deeper to comb out these issues through our strengths and weaknesses. Our...

*"**Strengths**: Canyon Lakes, Preexisting infrastructure and utilities, Proximity to Downtown.*

***Weaknesses:** I-27 as a barrier, Lack of amenities and services (transportation, banks, entertainment, neighborhood-oriented services and retail), Aging housing stock.*

***Opportunities**: Community Group Involvement, Proximity to Downtown, Inclusion into Arts and Culture District.*

***Challenges**: Perception, Market demand for housing and amenities, Incompatible nonresidential land uses, (Suggestive of Industrial Uses), and Redevelopment without gentrification"*

Additionally, it gives some direction in how we develop our areas.

"

1. *Create a series of eastern and northern Lubbock master plans. Authorize a series of City-initiated master plans for Eastern and Northern Lubbock neighborhoods. These plans should include individual vision and action plans developed by, or in partnership with, each neighborhood. The plans should be adopted as an addendum to the Comprehensive Plan.*

2. *Disallow expansion of heavy commercial or new development of heavy commercial or industrial sites adjacent to, downwind, or downstream from existing and planned residential development.*

"

407.3 acres, south of our citizens, determine an unlikely future. 407.3 acres out of the 20,000+ acreage of Lubbock's Extraterritorial Jurisdiction, better fit away from residential adjacency. A future contradictory of the views and goals our city and the organizations involved.

"Sec.40.03.2601 The purpose of this district is to provide for those uses defined as heavy industrial and/or manufacturing use which will or may produce off-site noise, odor, or dust. The regulations are design to provide standards for proper on-site development and to protect the environmental quality of adjacent areas and the city in general."

Any regulations or methods in place to protect the environmental and public health, that should be abided by seem impossible and lacking in resources. It influences the consequence of our health, causing respiratory issues, heart disease, contamination of air, water, and soils through exhausts and excessive use of fertilizers and pesticides. We agree with and repeat what Adam Pirtle, an author for the Texas Houser's Organization states,

"This is absolutely wrong. The continued placement of environmental hazards and industrial land uses in neighborhoods of color *is* an impediment to fair housing and must be addressed..."

Speaking for myself, I graduated with a bachelor's degree specializing in architecture and design from the City of Chicago. I am a practicing designer and student prospect of urban planning and design. As I am passionate for the health of our cities growth, I am hopeful in the shared interests of creating equity from within. I.e. in hopes a revised 2040 plan, our soon to be adopted Unified Code and of course Wilson Bowling, our first ever implemented neighborhood planner. So I ask again, where we draw the line to defend our veterans, neighbors, and lubbockites livelihood.

Thank you.

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.:** ***3445***

In Favor ____

Opposed ✓

Reasons and/or Comments:

Print Name Joel Chavez

Signature: Joel Chavez

Address: 4703 E. 4th St

Address of Property Owned: 4703 E. 4th St

Phone Number: _____

Email: _____

Zone Case Number: **3445** R94264 Recipient 22 of 31

CHAVEZ JOANN O & JOEL JR &
MARIA O RHODES
4703 E 4TH ST

LUBBOCK TX 79403-5007

Regular City Council Meeting **8. 16.**

Meeting Date: 09/28/2021

Information

Agenda Item

Public Hearing - Planning: Consider a request for Zone Case 3446, a request of AMD Engineering, LLC for NWP EB-5 Project, LLC, for a zone change from Single-Family District (R-1) to Two-Family District (R-2) and High-Density Apartment District (A-2), at 5601 Ursuline Street, located south of Ursuline Street and east of Frankford Avenue, on 134.45 acres of unplatted land out of Block JS, Section 6, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on September 2, 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 Zone Case 3446
Ordinance Zone Case 3446 (L)
Staff Report 3446
Documentation 3446

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. 3446; A ZONING CHANGE FROM R-1 TO R-2 AND A-2 ZONING DISTRICT AT 5601 URSULINE STREET, LOCATED SOUTH OF URSULINE STREET AND EAST OF FRANKFORD AVENUE, ON 134.45 ACRES OF UNPLATTED LAND OUT OF BLOCK JS, SECTION 6, 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. 3446

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 and A-2** zoning district at **5601 Ursuline Street, located south of Ursuline Street and east of Frankford Avenue, on 134.45 acres of unplatted land out of Block JS, Section 6,** 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/ZC3446
September 2, 2021

DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 6, BLOCK JS,
LUBBOCK COUNTY, TEXAS
PREPARED FOR R-2 PORTION OF THIS ZONING REQUEST

(Sheet 1 of 3, Sketch of tract attached as Sheet 3)

METES AND BOUNDS DESCRIPTION of a 125.43-acre tract of land located in Section 6, Block JS, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point for the most westerly northwest corner of said 125.43-acre tract, whence the northwest corner of Section 6, Block JS, bears N 21° 48' 15" W, a distance of 769.95 feet;

THENCE S 88° 03' 43" E an approximate distance of 235.17 feet;

THENCE N 46° 56' 17" E an approximate distance of 21.21 feet;

THENCE N 01° 56' 17" E an approximate distance of 626.50 feet;

THENCE N 43° 08' 58" W an approximate distance of 14.12 feet;

THENCE S 88° 14' 13" E an approximate distance of 2090.19 feet;

THENCE S 01° 56' 52" W an approximate distance of 2579.65 feet;

THENCE N 88° 05' 38" W an approximate distance of 1879.91 feet;

THENCE N 01° 56' 17" E an approximate distance of 872.85 feet;

THENCE N 88° 03' 43" W an approximate distance of 700.00 feet;

THENCE N 01° 56' 17" E an approximate distance of 485.00 feet;

THENCE N 43° 03' 43" W an approximate distance of 14.14 feet;

THENCE N 88° 03' 43" W an approximate distance of 225.00 feet;

THENCE S 46° 56' 17" W an approximate distance of 21.21 feet;

THENCE N 01° 56' 17" E an approximate distance of 90.00 feet;

THENCE S 43° 03' 43" E an approximate distance of 21.21 feet;

THENCE S 88° 03' 43" E an approximate distance of 225.00 feet;

THENCE N 46° 56' 17" E an approximate distance of 14.14 feet;

THENCE N 01° 56' 17" E an approximate distance of 485.00 feet to the Point of Beginning and containing approximately 125.43 acres.

This description was prepared for purposes of a zoning request and does not represent a survey made upon the ground.

Prepared for: NWP EB-5 PROJECT LLC
July 29, 2021

DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 6, BLOCK JS,
LUBBOCK COUNTY, TEXAS
PREPARED FOR A-2 PORTION OF THIS ZONING REQUEST

(Sheet 2 of 3, Sketch of tract attached as Sheet 3)

METES AND BOUNDS DESCRIPTION of a 9.02-acre tract of land located in Section 6, Block JS, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point for the northwest corner of said 9.02-acre tract, whence the northwest corner of Section 6, Block JS, bears N 00° 01' 13" W, a distance of 1755.82 feet;

THENCE S 88° 03' 43" E an approximate distance of 700.00 feet;

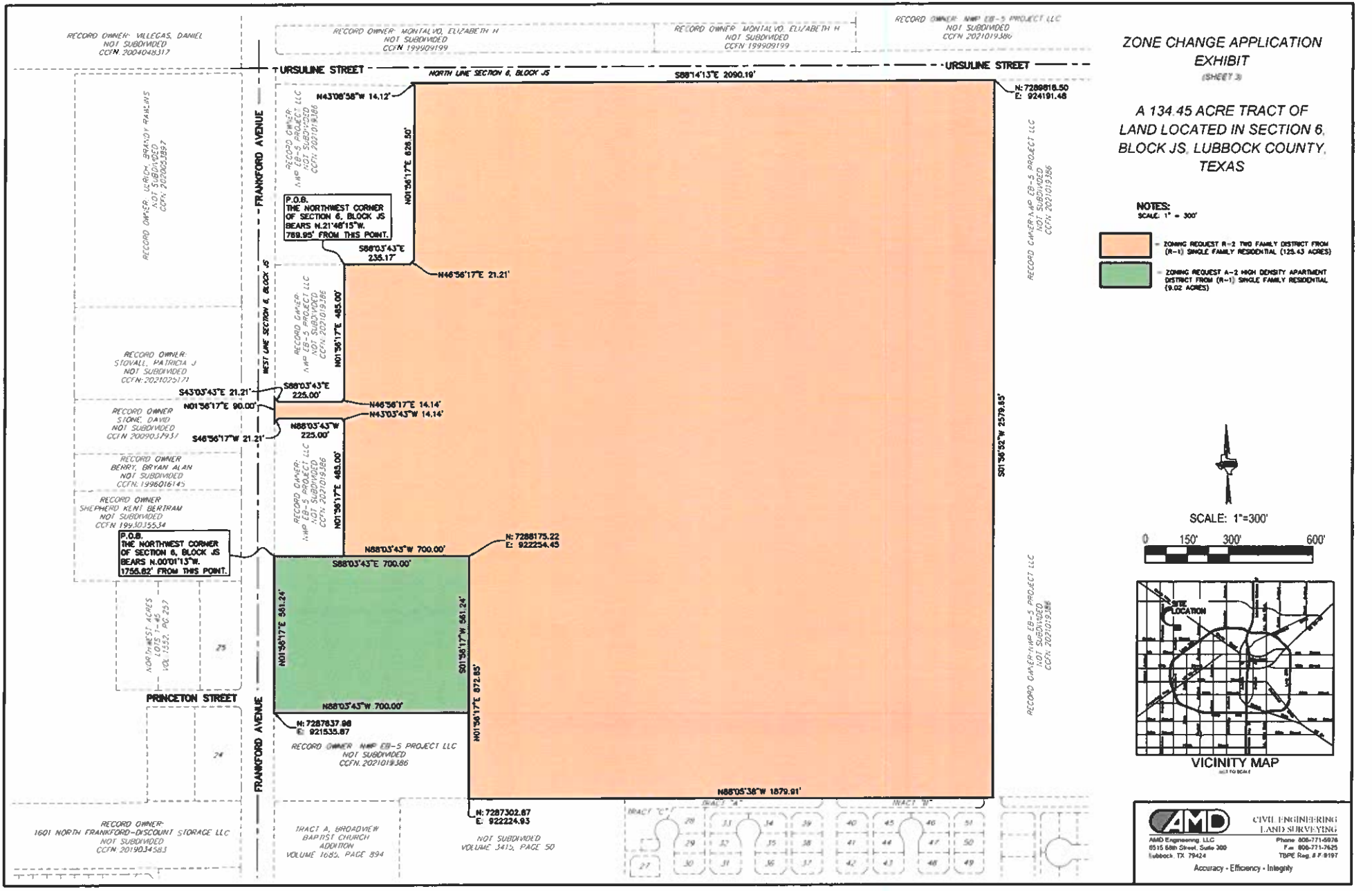
THENCE S 01° 56' 17" W an approximate distance of 561.24 feet;

THENCE N 88° 03' 43" W an approximate distance of 700.00 feet;

THENCE N 01° 56' 17" E an approximate distance of 561.24 feet to the Point of Beginning and containing approximately 9.02 acres.

This description was prepared for purposes of a zoning request and does not represent a survey made upon the ground.

Prepared for: NWP EB-5 PROJECT LLC
July 29, 2021


ZONE CHANGE APPLICATION EXHIBIT
(SHEET 3)
A 134.45 ACRE TRACT OF LAND LOCATED IN SECTION 6, BLOCK JS, LUBBOCK COUNTY, TEXAS
NOTES:
SCALE: 1" = 300'
= ZONING REQUEST R-2 TWO FAMILY DISTRICT FROM (R-1) SINGLE FAMILY RESIDENTIAL (125.43 ACRES)
= ZONING REQUEST A-2 HIGH DENSITY APARTMENT DISTRICT FROM (R-1) SINGLE FAMILY RESIDENTIAL (9.02 ACRES)
SCALE: 1"=300'
0 150' 300' 600'
SITE LOCATION
VICINITY MAP
URSULINE STREET
FRANKFORD AVENUE
PRINCETON STREET
NORTH LINE SECTION 6, BLOCK JS
WEST LINE SECTION 6, BLOCK JS
P.O.B. THE NORTHWEST CORNER OF SECTION 6, BLOCK JS BEARS N.21°46'15"W. 789.95' FROM THIS POINT.
P.O.B. THE NORTHWEST CORNER OF SECTION 6, BLOCK JS BEARS N.00°01'13"W. 1755.82' FROM THIS POINT.
S88°14'13"E 2090.19'
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N43°08'58"W 14.12'
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S88°03'43"E 235.17'
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S01°36'52"W 2579.85'
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N: 7287837.98 E: 921535.87
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N88°05'38"W 1879.91'
N: 7287302.67 E: 922224.93
RECORD OWNER: VILLEGAS, DANIEL NOT SUBDIVIDED CCFN 2004048317
RECORD OWNER: MONTALVO, ELIZABETH H NOT SUBDIVIDED CCFN 1999099199
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RECORD OWNER: NMP EB-5 PROJECT LLC NOT SUBDIVIDED CCFN 20210193B6
RECORD OWNER: ULRICH, BRANDY RAMUNS NOT SUBDIVIDED CCFN 20200531897
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RECORD OWNER: BERRY, BRYAN ALAN NOT SUBDIVIDED CCFN 19960161145
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TRACT A, BROADVIEW BAPTIST CHURCH ADDITION VOLUME 1685, PAGE 894
NOT SUBDIVIDED VOLUME 3415, PAGE 50
TRACT "C"
TRACT "A"
TRACT "B"
AMD
CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
6515 66th Street, Suite 300
Lubbock, TX 79424
Phone 806-771-0876
Fax 806-771-7625
TBPE Reg. # F-9197
Accuracy - Efficiency - Integrity

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. 3446; A ZONING CHANGE FROM R-1 TO R-2 AND A-2 ZONING DISTRICT AT 5601 URSULINE STREET, LOCATED SOUTH OF URSULINE STREET AND EAST OF FRANKFORD AVENUE, ON 134.45 ACRES OF UNPLATTED LAND OUT OF BLOCK JS, SECTION 6, 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. 3446

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 and A-2** zoning district at **5601 Ursuline Street, located south of Ursuline Street and east of Frankford Avenue, on 134.45 acres of unplatted land out of Block JS, Section 6,** 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/ZC3446
September 2, 2021

DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 6, BLOCK JS,
LUBBOCK COUNTY, TEXAS
PREPARED FOR R-2 PORTION OF THIS ZONING REQUEST

(Sheet 1 of 3, Sketch of tract attached as Sheet 3)

METES AND BOUNDS DESCRIPTION of a 125.43-acre tract of land located in Section 6, Block JS, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point for the most westerly northwest corner of said 125.43-acre tract, whence the northwest corner of Section 6, Block JS, bears N 21° 48' 15" W, a distance of 769.95 feet;

THENCE S 88° 03' 43" E an approximate distance of 235.17 feet;

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This description was prepared for purposes of a zoning request and does not represent a survey made upon the ground.

Prepared for: NWP EB-5 PROJECT LLC
July 29, 2021

DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 6, BLOCK JS,
LUBBOCK COUNTY, TEXAS
PREPARED FOR A-2 PORTION OF THIS ZONING REQUEST

(Sheet 2 of 3, Sketch of tract attached as Sheet 3)

METES AND BOUNDS DESCRIPTION of a 9.02-acre tract of land located in Section 6, Block JS, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point for the northwest corner of said 9.02-acre tract, whence the northwest corner of Section 6, Block JS, bears N 00° 01' 13" W, a distance of 1755.82 feet;

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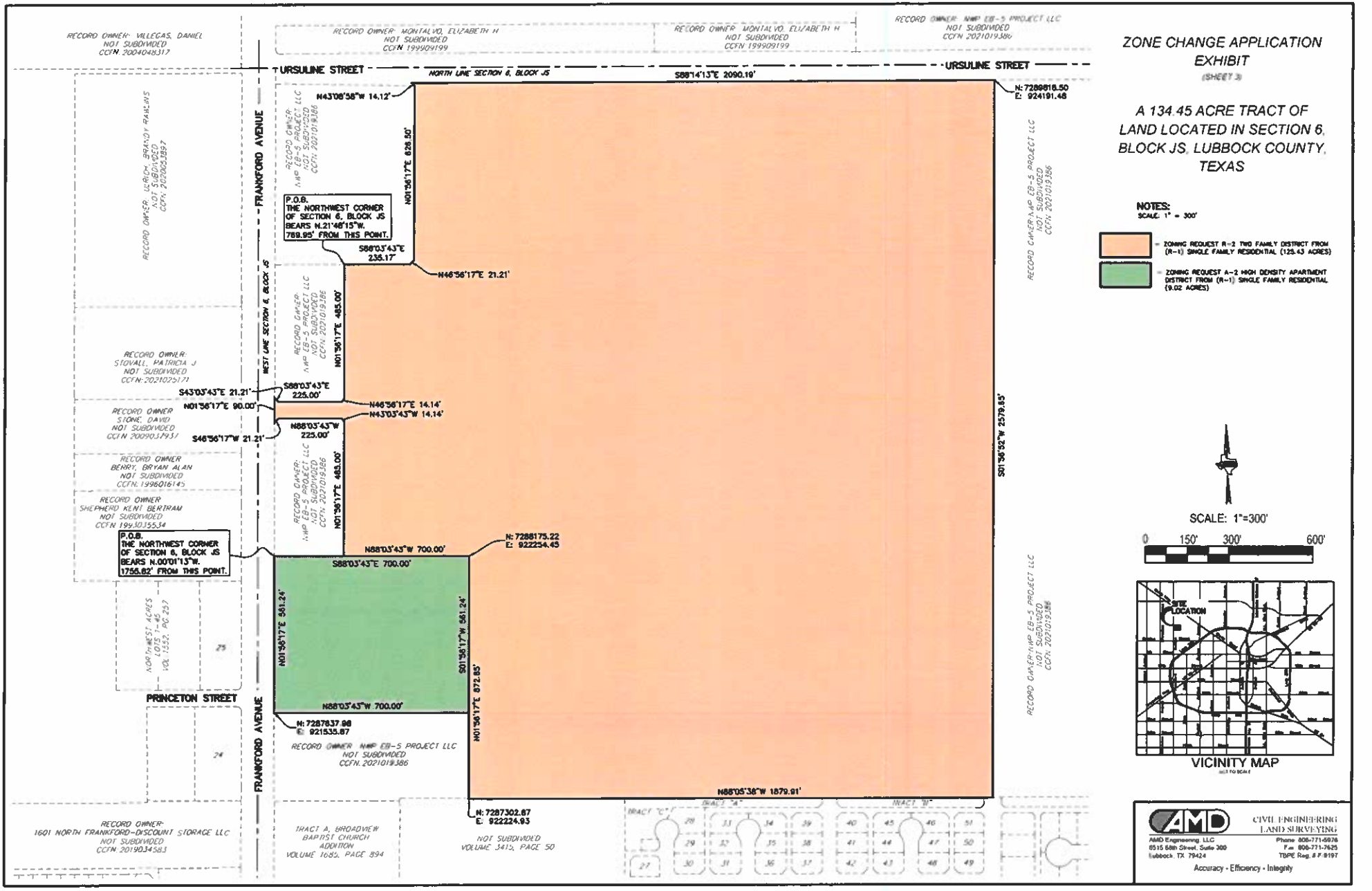
This description was prepared for purposes of a zoning request and does not represent a survey made upon the ground.

Prepared for: NWP EB-5 PROJECT LLC
July 29, 2021


ZONE CHANGE APPLICATION EXHIBIT
(SHEET 3)
A 134.45 ACRE TRACT OF LAND LOCATED IN SECTION 6, BLOCK JS, LUBBOCK COUNTY, TEXAS
NOTES:
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= ZONING REQUEST R-2 TWO FAMILY DISTRICT FROM (R-1) SINGLE FAMILY RESIDENTIAL (125.43 ACRES)
= ZONING REQUEST A-2 HIGH DENSITY APARTMENT DISTRICT FROM (R-1) SINGLE FAMILY RESIDENTIAL (9.02 ACRES)
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VICINITY MAP
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FRANKFORD AVENUE
PRINCETON STREET
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N: 7287302.67 E: 922224.93
RECORD OWNER: VILLEGAS, DANIEL NOT SUBDIVIDED CCFN 2004048317
RECORD OWNER: MONTALVO, ELIZABETH H NOT SUBDIVIDED CCFN 1999099199
RECORD OWNER: MONTALVO, ELIZABETH H NOT SUBDIVIDED CCFN 1999099199
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AMD
CIVIL ENGINEERING
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AMD Engineering, LLC
6515 66th Street, Suite 300
Lubbock, TX 79424
Phone 806-771-0876
Fax 806-771-7625
TBPE Reg. # F-9197
Accuracy - Efficiency - Integrity

Planning Department
City of Lubbock

Staff Report	Zone Case 3446
City Council Meeting	September 28, 2021

Applicant AMD Engineering, LLC

Property Owner NWP EB-5 Project, LLC

Council District 6

Recommendations
- Staff recommends Approval.

Prior Board or Council Action
- September 11, 1958: This property was annexed and zoned Single-Family District (R-1) through Ordinance 2536.
- September 2, 2021, Zone Case 3446: The Planning and Zoning Commission recommended approval of a zone change from Single-Family District (R-1) to Two-Family District (R-2) and High-Density Apartment District (A-2) by a vote of 7-0-1.

Notification Summary
- Notifications Sent: 21
- Received In Favor: 1
- Received In Opposition: 1

Site Conditions and History
The subject property was annexed in 1958 and has since remained undeveloped.

Adjacent Property Development
The properties to the north, east, and south are zoned Single-Family District (R-1) and Transition (T). Property to the west is zoned R-1. Most of the surrounding land is undeveloped, with some residential uses.

Zoning Request and Analysis
Item Summary
The subject property is generally located east of Frankford Avenue and south of Ursuline Street, on 134.45 acres of unplatted land out of Block JS, Section 6. The applicant requests a zone change from R-1 to R-2 and A-2.

Current zoning: **Single-Family District (R-1).**

Requested zoning: **Two-Family District (R-2) and 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 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 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 Frankford Avenue and Ursuline Street, with Frankford Avenue designated as a Principal Arterial and Ursuline Street 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 or zoning. Properties to the south are already zoned High Density Apartment District (A-2) and Two-Family District (R-2).

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 R-2 and A-2 is appropriate for this area. While the R-2 and A-2 zoning is not consistent with the Future Land Use Plan, it is appropriate next to the established residential uses along with the R-2 and A-2 zoning to the south.

Conformance with Zoning Ordinance
The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other residential 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-2 and A-2 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 Letters

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 3446

Allowable Uses: High-Density Apartment District (A-2)

Two-Family District (R-2)

Transportation: The proposed development has points of access from Frankford Avenue and Ursuline Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Frankford Avenue, *Partial Minor Arterial, Modified*	R.O.W. 100 feet, three-lane, undivided, paved	R.O.W. 100 feet, four-lane, undivided, paved
Ursuline Street, *Future Minor Arterial, Not Completed*	R.O.W. 20 feet, two-lane, undivided, not paved	R.O.W. 100 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

5.15 **Case 3446:** AMD Engineering, LLC for NWP EB-5 Project, LLC

Request for a zone change from Single-Family District (R-1) to Two-Family District (R-2) and High-Density Apartment District (A-2), at:

- 5601 Ursuline Street, located south of Ursuline Street and east of Frankford Avenue, on 134.45 acres of unplatted land out of Block JS, Section 6.

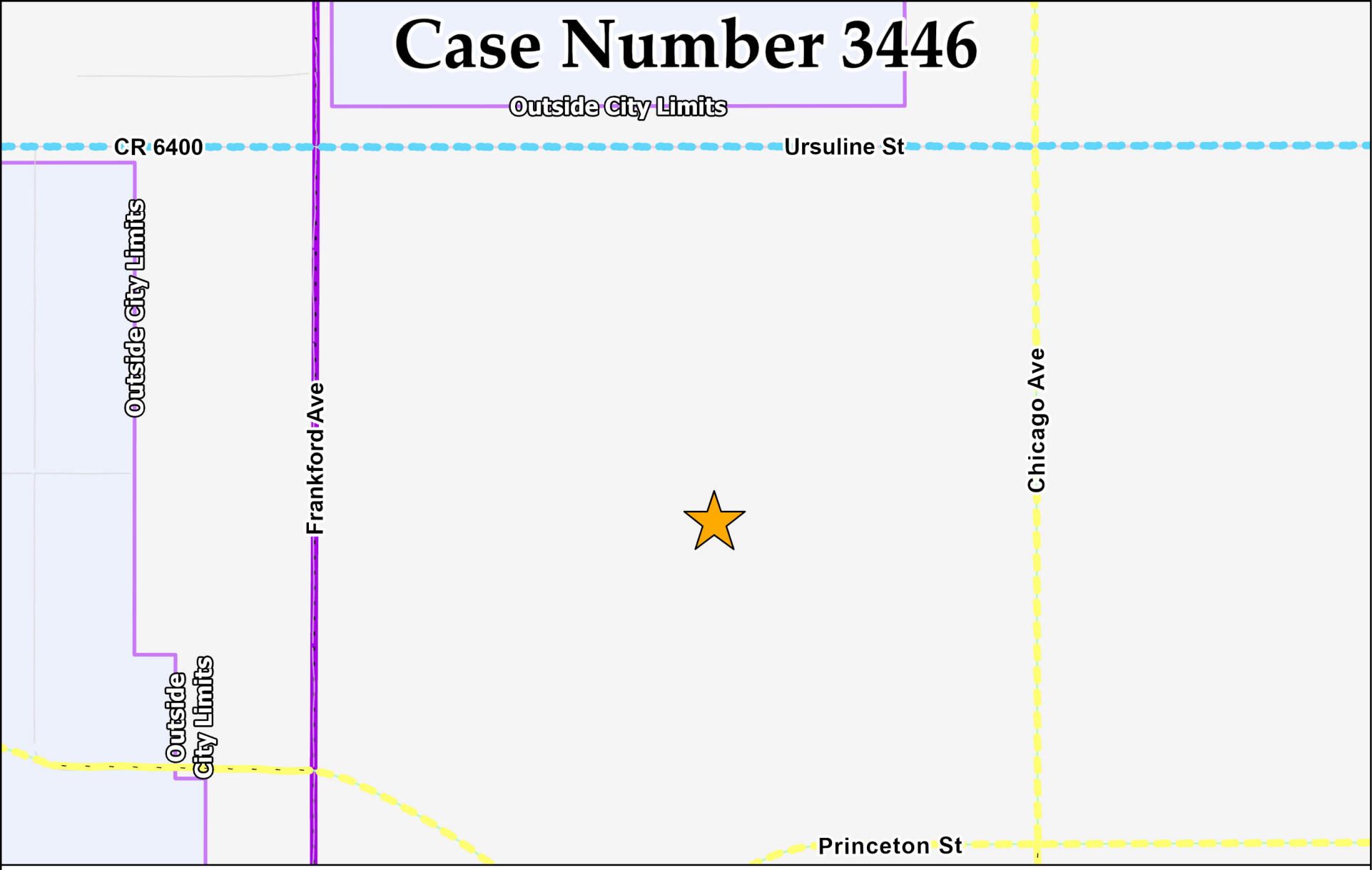
PLANNER ASHLEY VASQUEZ stated there were twenty-one (21) notifications sent out and zero (0) returned. Staff shared the location of the property including pictures and maps and discussed the surrounding area. Staff recommends approval of this request.

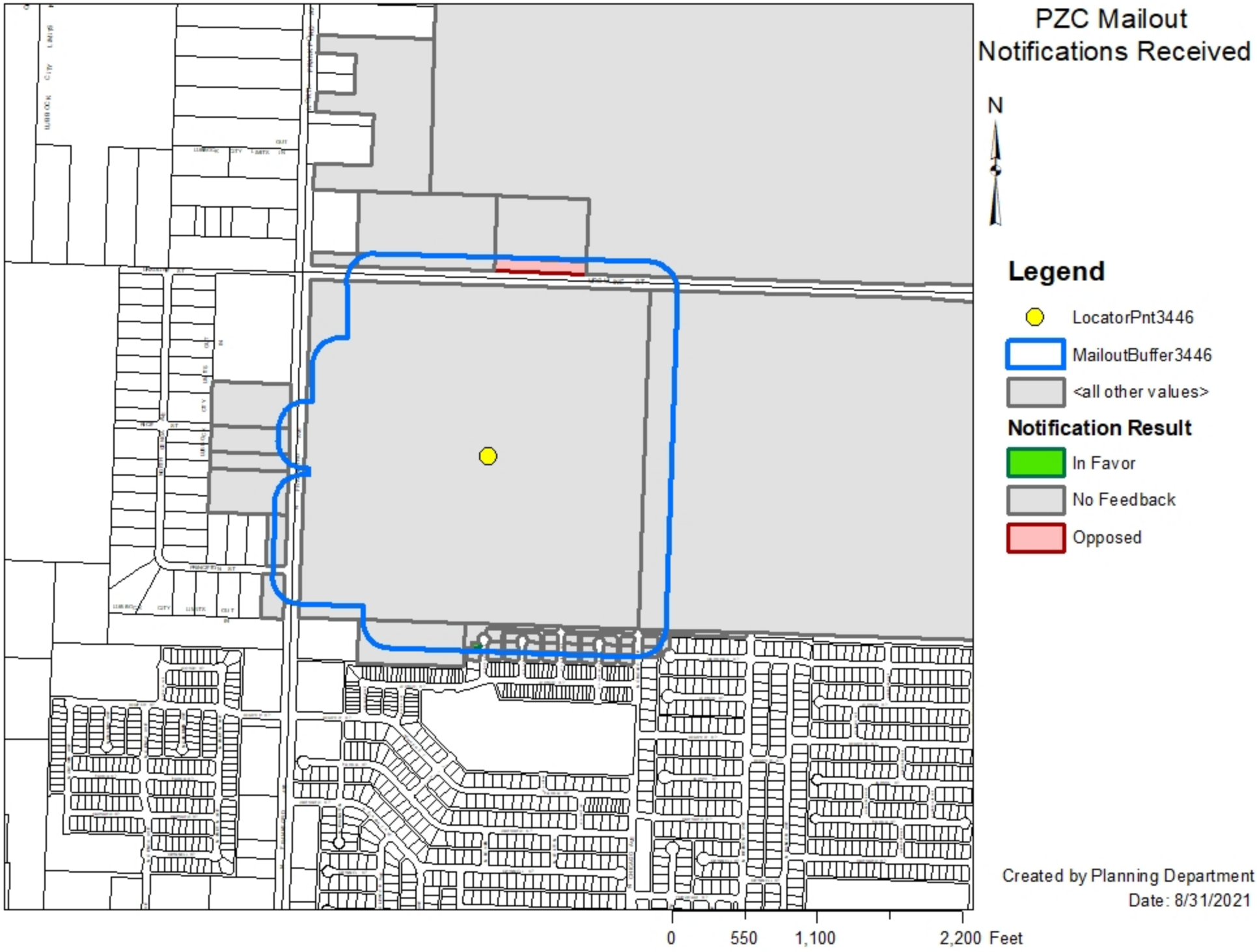
APPLICANT WILL STEPHENS AMD Engineering, LLC, 6515 68th Street stated they are continuing development from the south to the north and are requesting R-2 and A-2 zoning to allow for flexibility on what can be constructed.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 3446** a motion was made by **DAN WILSON** and seconded by **JAMES BELL** to approve the request and the Commission members voted 7 (in favor) to 0 (in opposition) with 1 (recusal) to approve the motion. Item will be forwarded to City Council for consideration.

JORDAN WHEATLEY recused from the case.


Case Number 3446
Outside City Limits
CR 6400
Ursuline St
Outside City Limits
Frankford Ave
Chicago Ave
Outside City Limits
Princeton St
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: August 2021


PZC Mailout
Notifications Received
N
Legend
LocatorPnt3446
MailoutBuffer3446
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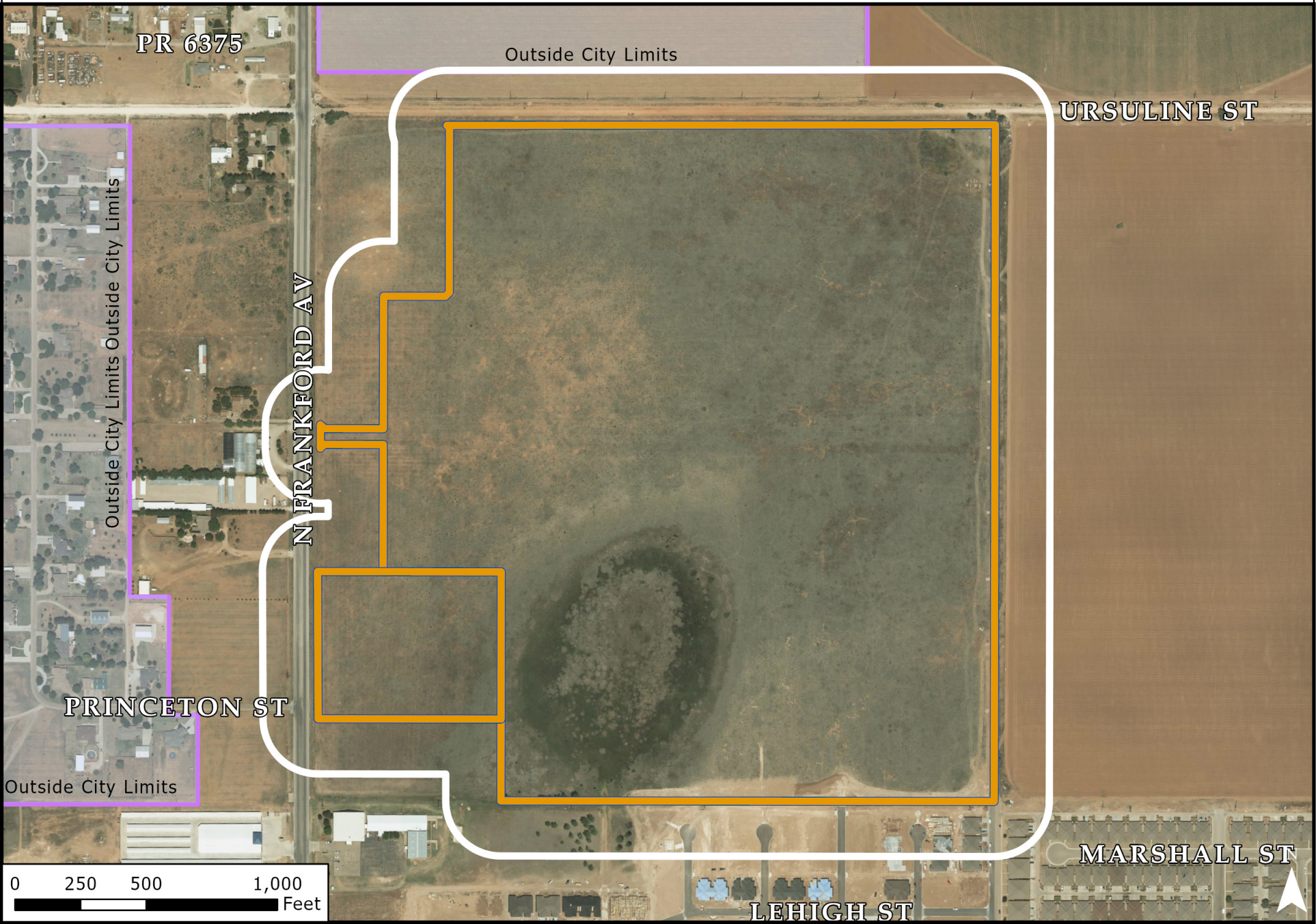
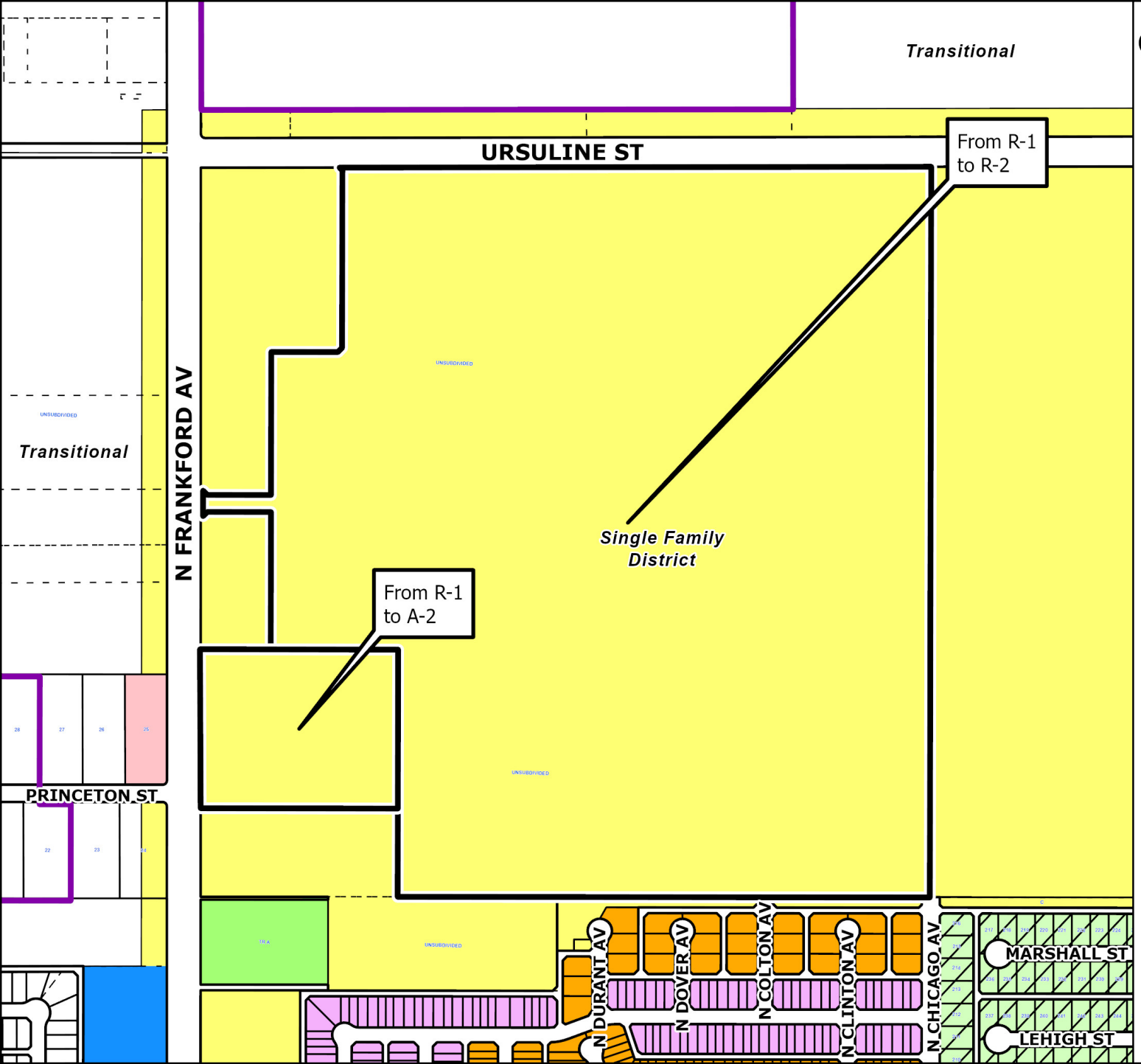
Notification Result
In Favor
No Feedback
Opposed
Created by Planning Department
Date: 8/31/2021
0
550
1,100
2,200 Feet

Case Number 3446





Current Zoning

3446

Zoning Districts

- Family Apartment Specific Use
- High Density Apartment
- Local Retail
- Garden Office
- Single Family
- Single Family with Reducded Setbacks Specific Use
- Two Family
- Transitional

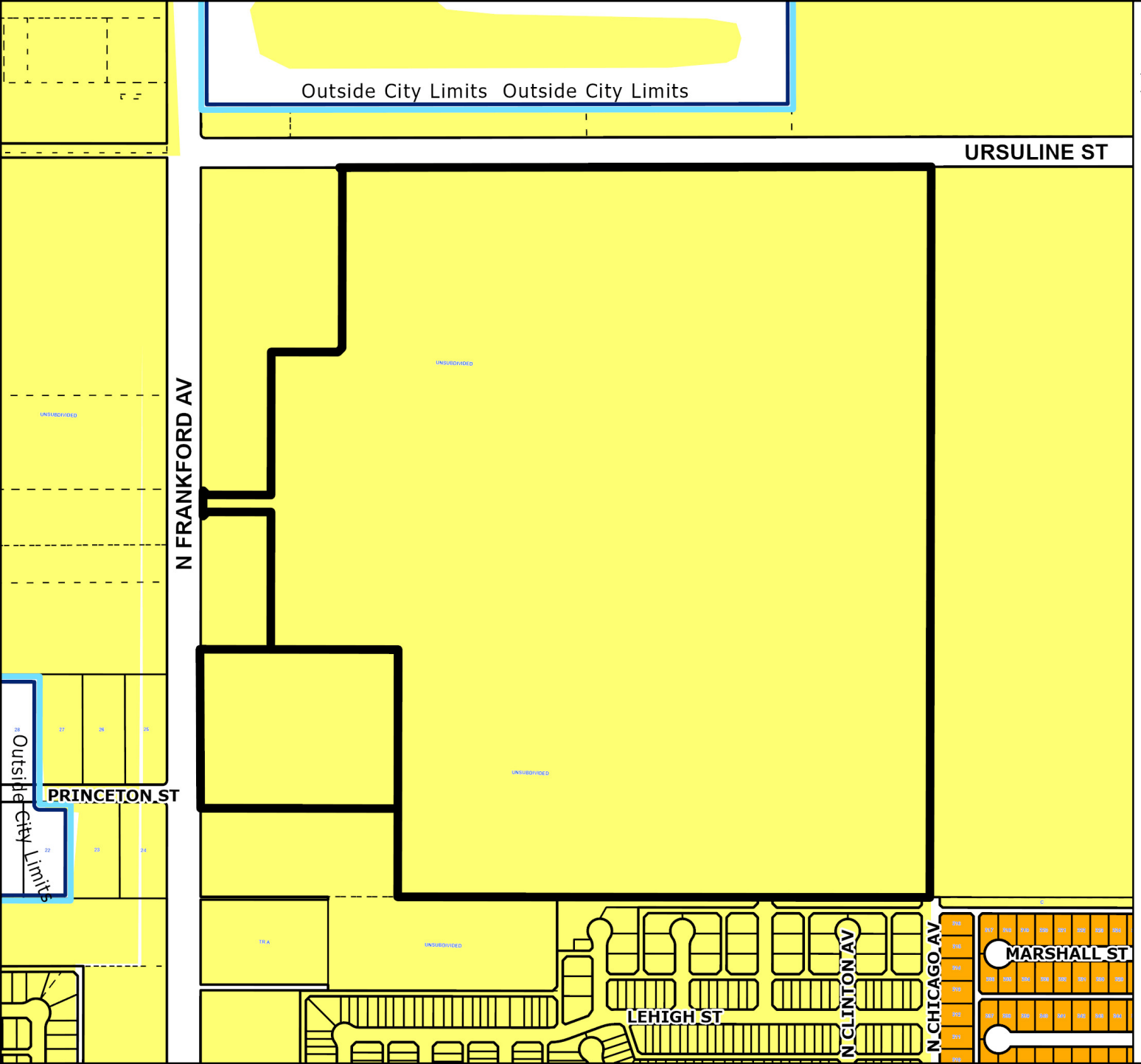
N

0 150 300 600

Feet

City of Lubbock TEXAS

Date Exported: August 2021



Future Land Use Plan
Case 3446

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

0 150 300 600
Feet

City of Lubbock TEXAS

Date Exported: August 2021

3446

Subject property view to the east.

View to the south.

View to the west.

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: A TOTAL OF 134.45 ACRES OF LAND AT THE SOUTHEAST CORNER OF THE INTERSECTION OF URSULINE STREET AND FRANKFORD AVE.

Lots/Tracts: NOT CURRENTLY PLATTED

Survey & Abstract: LOCATED IN SECTION 6, BLOCK JS

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 134.45 TOTAL

Existing Land Use: _____ Existing Zoning: R-1

Requested Zoning: R-2 FOR 125.43 ACRES AND A-2 FOR 9.02 ACRES. (SEE SHEET 3)

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: AMD ENGINEERING, LLC

Name: WILL STEPHENS

Address: 6515 68TH STREET, SUITE 300 City: LUBBOCK State: TX

ZIP Code: 79424 Telephone: 806-771-5976 Email: WSTEPHENS@AMDENG.COM

Applicant's Signature: _____

Date: 07/29/2021 Printed Name: WILL STEPHENS

Owner Information

Firm Name: NWP EB-5 PROJECT LLC

Owner: MONT MCCLENDON - GENERAL COUNSEL/COO

Address: 1500 BROADWAY, SUITE 1500 City: LUBBOCK State: TX

ZIP Code: 79401 Telephone: 806.793.0703 Email: MONT.MCCLENDON@MCDOUGAL.COM

Property Owner's Signature: _____

Date: 07/29/2021 Printed Name: MONT MCCLENDON

Preparer Information

Preparer's Signature _____

Date: 07/29/2021 Printed Name: WILL STEPHENS

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

SCAN & EMAIL PLEASE

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.:** ***3446***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name JORDAN WHEATLEY

Signature: [signature]

Address: 3913 114th ST, SUITE #7, LUBBOCK, TX

Address of Property Owned: R331222

Phone Number: 806 781 7928

Email: JORDAN@JWLUBBOCK.COM

Zone Case Number: **3446** R335175 Recipient 9 of 21

LINCOLN FRANKFORD GROUP LLC
3913 114TH ST
STE 7

LUBBOCK TX 79423

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3446***

In Favor ___

Opposed X

Reasons and/or Comments:

No ~~Apartment Apartment~~ Apartments. I have Farm Land and Do Not Need Trash Blowing up on my property & Extra Residents walking across my property

Print Name Elizabeth Montalvo

Signature: Elizabeth Montalvo

Address: 10822 Rocky Trail

Address of Property Owned: BLK E 55' Sec. 11 5150" of Tract A-3 A-1

Phone Number: 210-888-1348

Email: Lizmont39@Hotmail.com

Total - 34 Acres

Frank - Hood & Ursiline

Zone Case Number: **3446** R77301 Recipient 1 of 21
MONTALVO, ELIZABETH H
10822 ROCKY TRL

SAN ANTONIO TX 78249-4131

RECEIVED
AUG 30 2021
BY:

Regular City Council Meeting **8. 17.**

Meeting Date: 09/28/2021

Information

Agenda Item

Public Hearing - Planning: Consider a request for Zone Case 3447, a request of AMD Engineering, LLC for NWP EB-5 Project, LLC, for a zone change from Single-Family District (R-1) to General Retail District (C-3) with a Specific Use for a Self-Storage Facility, generally located east of Frankford Avenue and south of Princeton Street, on 4.21 acres of unplatted land out of Block JS, Section 6, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on September 2, 2021, and recommended approval of the request by a 7-0-1 vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance Zone Case 3447
Staff Report 3447
Documentation 3447

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. 3447; A ZONING CHANGE FROM R-1 TO C-3 SPECIFIC USE FOR A SELF-STORAGE FACILITY, GENERALLY LOCATED EAST OF FRANKFORD AVENUE AND SOUTH OF PRINCETON STREET, ON 4.21 ACRES OF UNPLATTED LAND OUT OF BLOCK JS, SECTION 6, 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. 3447

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **C-3 Specific Use** for **a Self-Storage Facility** zoning district **generally located east of Frankford Avenue and south of Princeton Street, on 4.21 acres of unplatted land out of Block JS, Section 6,** 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-1** 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 **generally located east of Frankford Avenue and south of Princeton Street, on 4.21 acres of unplatted land out of Block JS, Section 6**, 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/ZC3447
September 2, 2021

AMD ENGINEERING, LLC

DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 6, BLOCK JS,
LUBBOCK COUNTY, TEXAS

(Sheet 1 of 2, Sketch of tract attached as Sheet 2)

METES AND BOUNDS DESCRIPTION of a 4.21-acre tract of land located in Section 6, 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 4.21-acre tract, whence the northwest corner of plat limits of Tract A, Broadview Baptist Church Addition (Vol.1685, Pg. 894) bears N 01° 56' 17" E, a distance of 60.00 feet;

THENCE N 01° 56' 17" E an approximate distance of 262.00 feet;

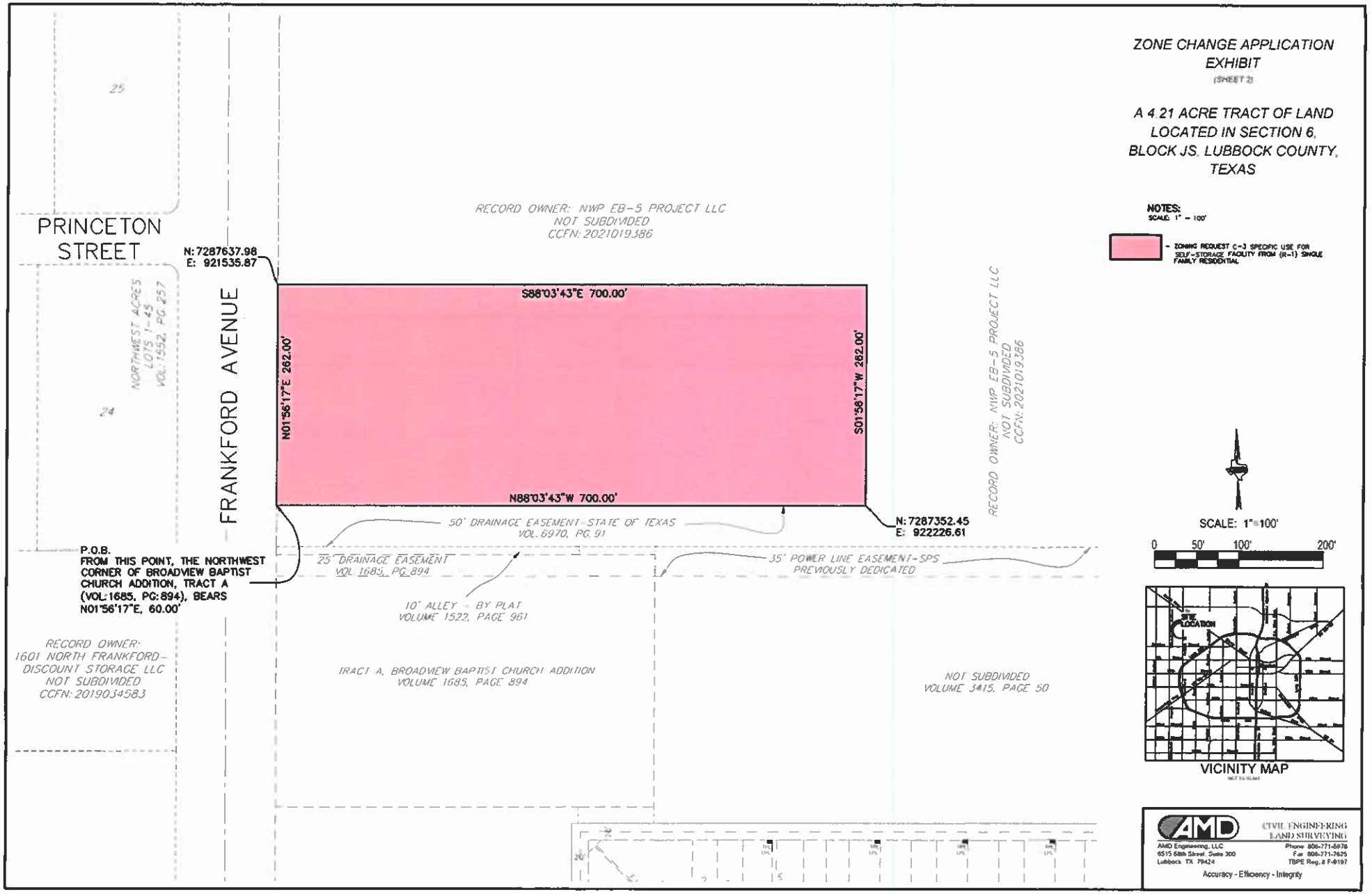
THENCE S 88° 03' 43" E an approximate distance of 700.00 feet;

THENCE S 01° 56' 17" W an approximate distance of 262.00 feet;

THENCE N 88° 03' 43" W an approximate distance of 700.00 feet to the Point of Beginning and containing approximately 4.21 acres.

This description was prepared for purposes of a zoning request and does not represent a survey made upon the ground.

Prepared for: NWP EB-5 PROJECT LLC
July 29, 2021


ZONE CHANGE APPLICATION EXHIBIT
(SHEET 2)
A 4.21 ACRE TRACT OF LAND LOCATED IN SECTION 6, BLOCK JS, LUBBOCK COUNTY, TEXAS
NOTES:
SCALE: 1" = 100'
- ZONING REQUEST C-3 SPECIFIC USE FOR SELF-STORAGE FACILITY FROM (R-1) SINGLE FAMILY RESIDENTIAL
PRINCETON STREET
FRANKFORD AVENUE
N: 7287637.98
E: 921535.87
S88°03'43"E 700.00'
N01°56'17"E 262.00'
S01°56'17"W 282.00'
N88°03'43"W 700.00'
N: 7287352.45
E: 922226.61
RECORD OWNER: NWP EB-5 PROJECT LLC
NOT SUBDIVIDED
CCFN: 2021019386
NORTHWEST ACRES
LOTS 1-45
VOL. 1552, PG. 257
25
24
50' DRAINAGE EASEMENT - STATE OF TEXAS
VOL. 6970, PG. 91
25' DRAINAGE EASEMENT
VOL. 1685, PG. 894
35' POWER LINE EASEMENT - SPS
PREVIOUSLY DEDICATED
10' ALLEY - BY PLAT
VOLUME 1522, PAGE 961
P.O.B.
FROM THIS POINT, THE NORTHWEST CORNER OF BROADVIEW BAPTIST CHURCH ADDITION, TRACT A (VOL. 1685, PG. 894), BEARS N01°56'17"E, 60.00'
RECORD OWNER:
1601 NORTH FRANKFORD - DISCOUNT STORAGE LLC
NOT SUBDIVIDED
CCFN: 2019034583
TRACT A, BROADVIEW BAPTIST CHURCH ADDITION
VOLUME 1685, PAGE 894
NOT SUBDIVIDED
VOLUME 3415, PAGE 50
SCALE: 1"=100'
0 50' 100' 200'
SITE LOCATION
VICINITY MAP
AMD
CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
6515 66th Street, Suite 300
Lubbock TX 79424
Phone 806-771-8978
Fax 806-771-7625
TBPE Reg. # F-9197
Accuracy - Efficiency - Integrity

LINCOLN 16 STORAGE
SECTION 6, BLOCK JS, ABST NO 1492
LUBBOCK COUNTY, TEXAS

PROPOSED SITE PLAN

SCALE 1" = 30'-0"

SHEET C1

EXTERIOR BRICK WALL

CLIMATE CONTROLLED UNITS

ENTRY/EXIT GATE AND EXTERIOR WALL

FRONT OFFICE WITH SIGNAGE

Planning Department
City of Lubbock

Staff Report	Zone Case 3447
City Council Meeting	September 28, 2021

Applicant AMD Engineering, LLC

Property Owner NWP EB-5 Project LLC

Council District 1

Recommendations
- Staff recommends Approval.

Prior Board or Council Action
- September 11, 1958: This property was annexed and zoned Single-Family District (R-1) through Ordinance No. 002536.
- September 2, 2021, Zone Case 3447: The Planning and Zoning Commission recommended approval of a zone change from Single-Family District (R-1) to General Retail District (C-3) Specific Use for a Self-Storage Facility by a vote of 7-0-1.

Notification Summary
- Notifications Sent: 5
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History
The subject property was annexed in 1958 and has since remained undeveloped and unsubdivided.

Adjacent Property Development
Properties to the north and east are zoned Single-Family District (R-1) and are currently vacant. To the west is a mix of Local Retail District (C-2), Transition District (T), and R-1. There are some homes developed outside city limits. To the south is property zoned High-Density Apartment (A-2) which is developed with a church.

Zoning Request and Analysis
Item Summary
The subject property is generally located east of Frankford Avenue and south of Princeton Street, on 4.21 acres of unplatted land out of Block JS, Section 6. The applicant is requesting a zone change from R-1 to C-3 Specific Use for a Self-Storage Facility.

Current zoning: **Single-Family District (R-1)**

Requested zoning: **General Retail District (C-3) Specific Use for Self-Storage Facility**

Intent Statements
The intent of the current R-1 zoning is, "… to promote orderly and proper development of single-family residential units; to protect established and future single-family residential developments from inharmonious and harmful land uses; and to provide a "quality environment" for the residents of the district and city."

The intent of the proposed C-3 zoning is, "…to provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such as state or federal highways."

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. The regulations require specific site planning on all aspects of proposed development to ensure that any variations of land uses or land use standards will be in harmony with the purposes and objectives of the zoning ordinance."

Traffic Network/Infrastructure Impacts
The location is along Frankford Avenue, which is designated as a Minor Arterial. Minor Arterial streets are continuous routes whose function is to serve high volumes of local and regional traffic. Speeds are relatively high on arterial streets and handle high volumes of traffic.

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". While the C-3 Specific Use district does not conform to the Comprehensive Plan designation, it is in conformance with existing zoning and development in the area. The Specific Use for a self-storage facility would be appropriate nearby to residential uses and along a thoroughfare.

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 though it may need additional public improvements to support the intensity of uses described in the C-3 Specific Use zoning district as it is currently vacant.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Aerial Map
D. Zoning Map
E. Future Land Use Map
F. Photos
G. Application and supporting documentation

Staff Contacts

Shane Spencer
Planner
Planning Department
806-775-2103
sspencer@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3447

Allowable Uses: General Retail District (C-3)

Specific Use District

Transportation: The proposed development has points of access from Frankford Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Frankford Avenue *Minor Arterial (Modified), Partial*	R.O.W. 53 feet, three-lane, undivided, paved	R.O.W. 100 feet, 5-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

5.16 **Case 3447:** AMD Engineering, LLC for NWP EB-5 Project LLC

Request for a zone change from Single-Family District (R-1) to General Retail District (C-3) with a Specific Use for a Self-Storage Facility, at:

- Generally located east of Frankford Avenue and south of Princeton Street, on 4.21 acres of unplatted land out of Block JS, Section 6.

PLANNER SHANE SPENCER stated there were five (5) notifications sent out and zero (0) returned. Staff shared the location of the property including pictures and maps and discussed the surrounding area. Staff recommends approval of this request.

APPLICANT WILL STEPHENS AMD Engineering, LLC, 6515 68th Street, advised the intent is to construct a self-storage facility and he has provided a site plan.

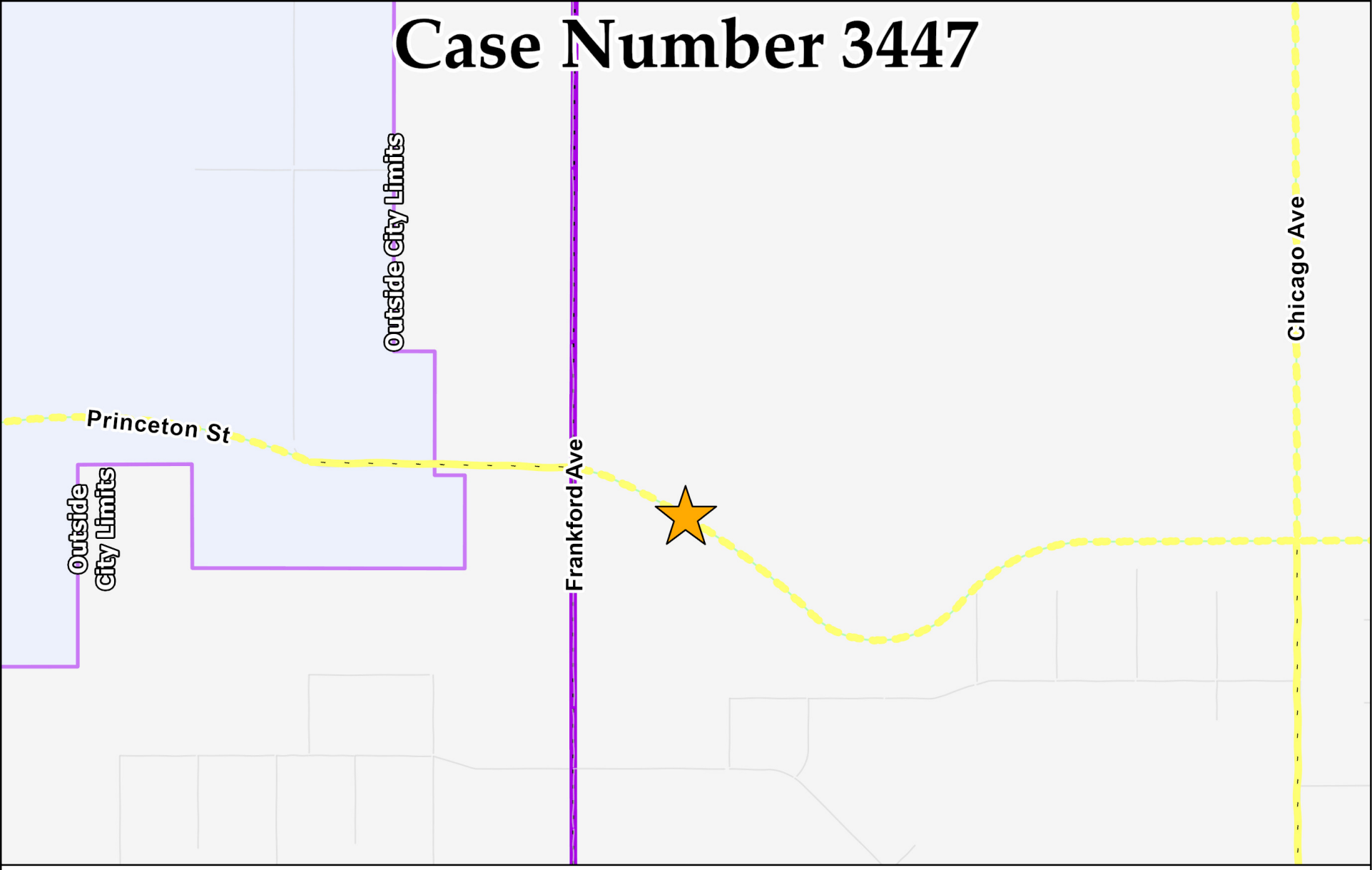
BOARDMEMBER DAN WILSON asked why they are requesting C-3 zoning instead of C-2. Mr. Stephens stated that other similar facilities are zoned C-4, but they would be open to C-2 on this case if needed.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 3447** a motion was made by **JAMES BELL** and seconded by **DAN WILSON** to approve the request and the Commission members voted 7 (in favor) to 0 (in opposition) with 1 (recusal) to approve the motion. Item will be forwarded to City Council for consideration.

JORDAN WHEATLEY recused from the case.

Case Number 3447

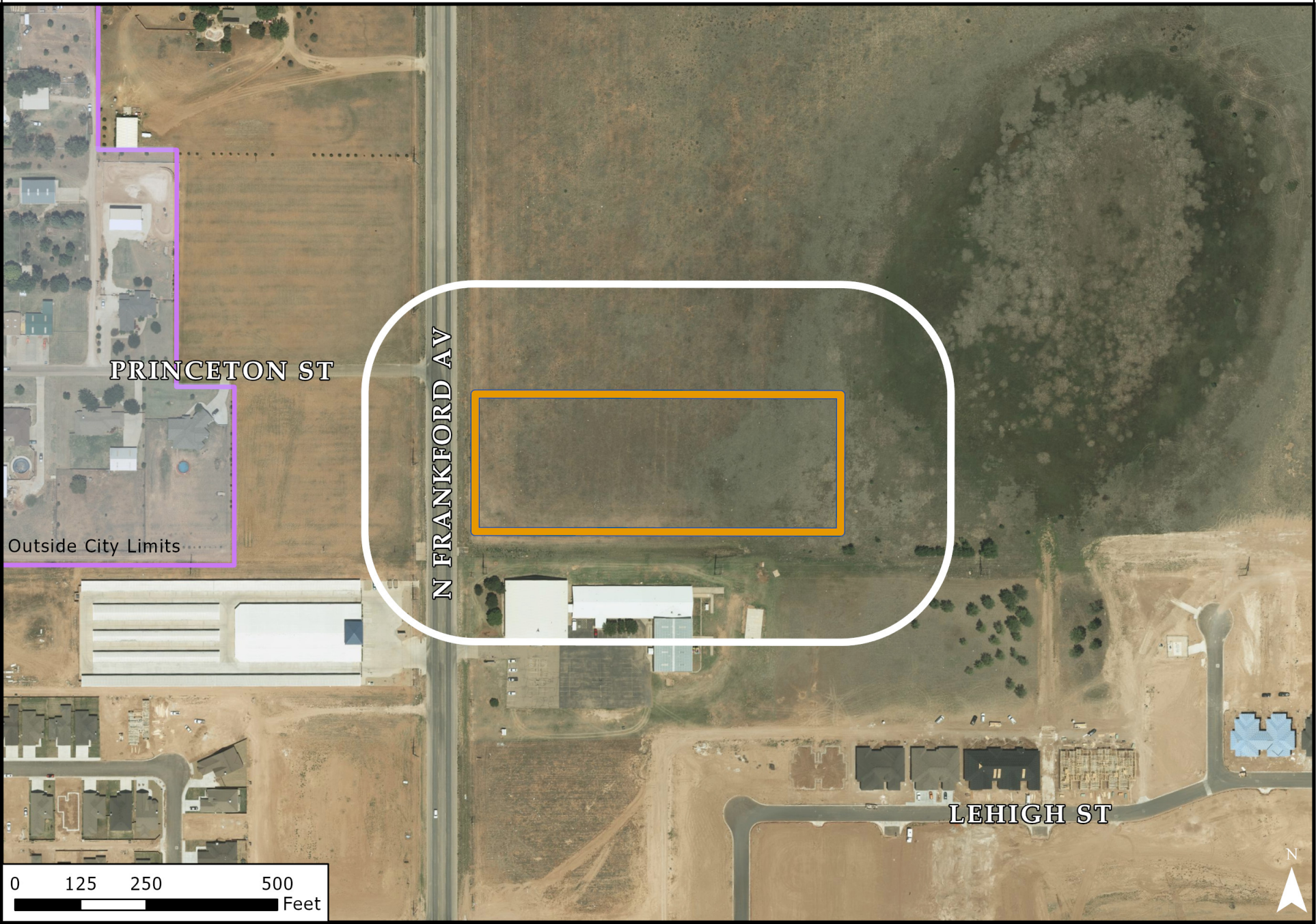


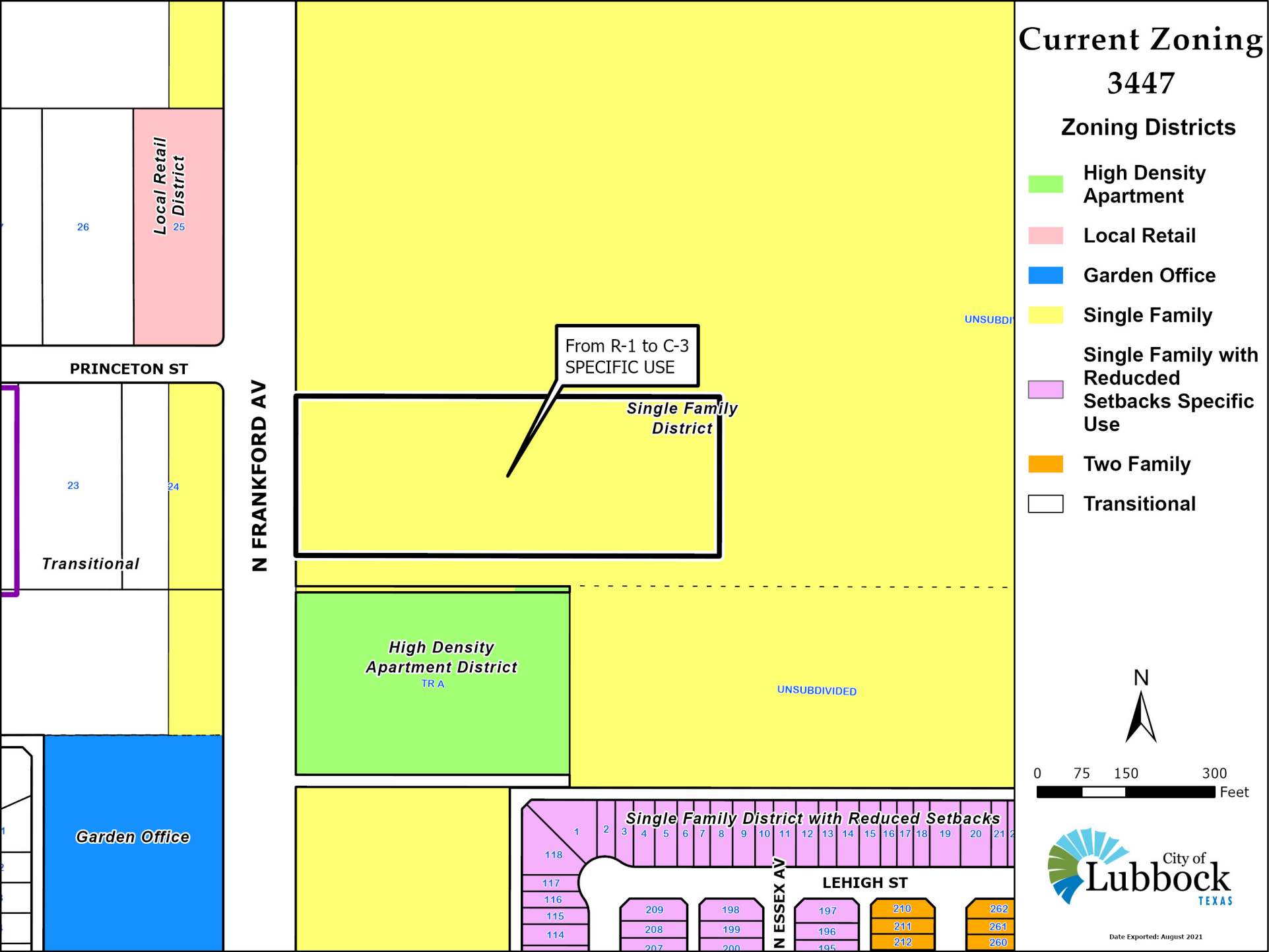
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

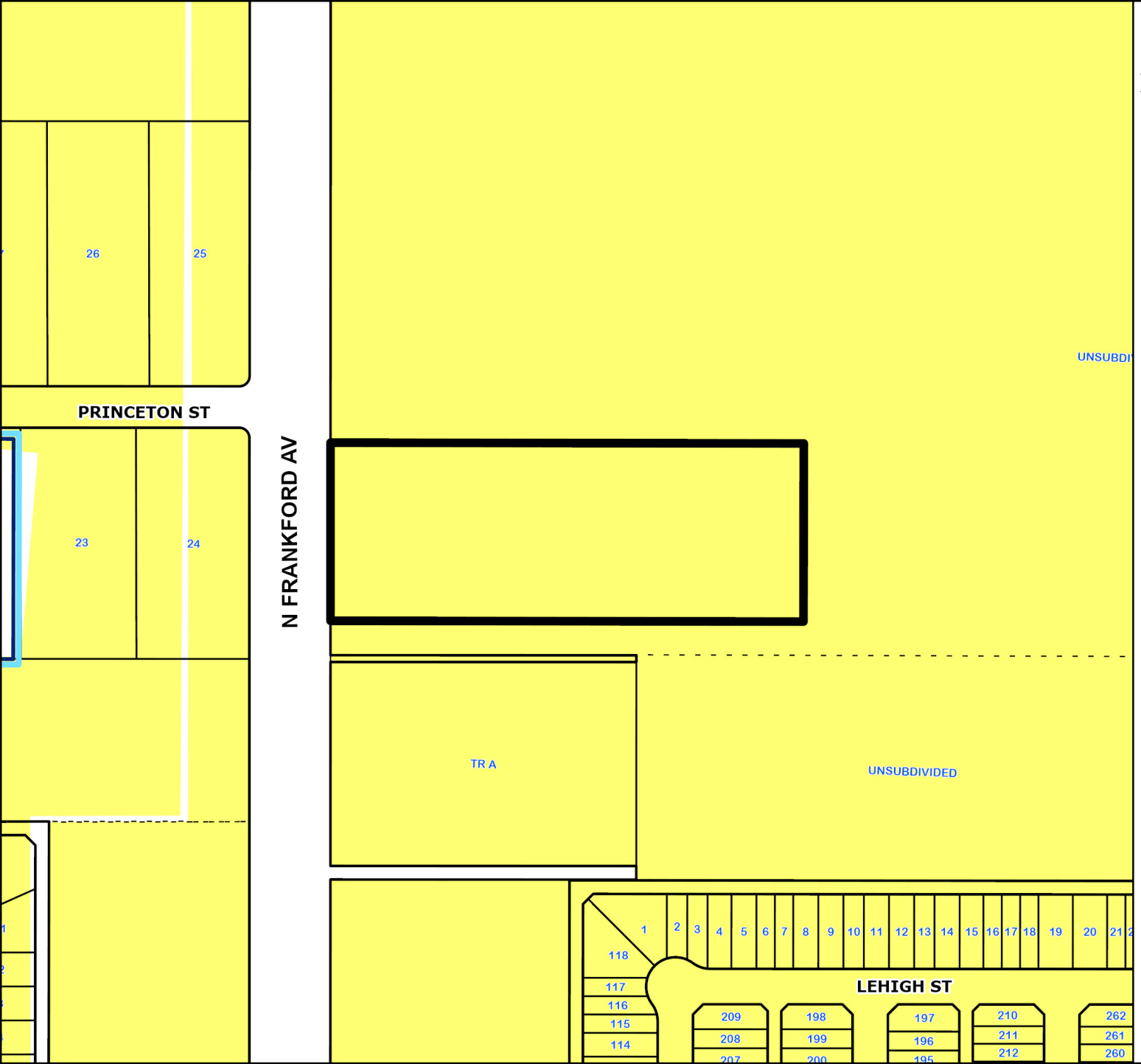
N
W E
S

Date Exported: August 2021

Case Number 3447




Current Zoning
3447
Zoning Districts
High Density Apartment
Local Retail
Garden Office
Single Family
Single Family with Reducded Setbacks Specific Use
Two Family
Transitional
From R-1 to C-3
SPECIFIC USE
Single Family District
Local Retail District
Transitional
High Density Apartment District
TR A
Garden Office
Single Family District with Reduced Setbacks
UNSUBDIVIDED
PRINCETON ST
N FRANKFORD AV
N ESSEX AV
LEHIGH ST
N
0 75 150 300
Feet
City of Lubbock TEXAS
Date Exported: August 2021



Future Land Use Plan
Case 3447

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 75 150 300
Feet

City of Lubbock TEXAS

Date Exported: August 2021

3447

View of adjacent property. View south.

View of subject property. View east.

View of adjacent property. View north.

View of adjacent property. View west.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: SOUTHEAST OF THE INTERSECTION OF FRANKFORD AVE AND PRINCETON STREET

Lots/Tracts: NOT CURRENTLY PLATTED

Survey & Abstract: LOCATED IN SECTION 6, BLOCK JS

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 4.21

Existing Land Use: _____ Existing Zoning: R-1

Requested Zoning: C-3 SPECIFIC USE FOR SELF-STORAGE

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: AMD ENGINEERING, LLC

Name: WILL STEPHENS

Address: 6515 68TH STREET, SUITE 300 City: LUBBOCK State: TX

ZIP Code: 79424 Telephone: 806-771-5976 Email: WSTEPHENS@AMDENG.COM

Applicant's Signature: _____

Date: 07/29/2021 Printed Name: WILL STEPHENS

Owner Information

Firm Name: NWP EB-5 PROJECT LLC

Owner: MONT MCCLENDON - GENERAL COUNSEL/COO

Address: 1500 BROADWAY, SUITE 1500 City: LUBBOCK State: TX

ZIP Code: 79401 Telephone: 806.793.0703 Email: MONT.MCCLENDON@MCDOUGAL.COM

Property Owner's Signature: _____

Date: 07/29/2021 Printed Name: MONT MCCLENDON

Preparer Information

Preparer's Signature _____

Date: 07/29/2021 Printed Name: WILL STEPHENS

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

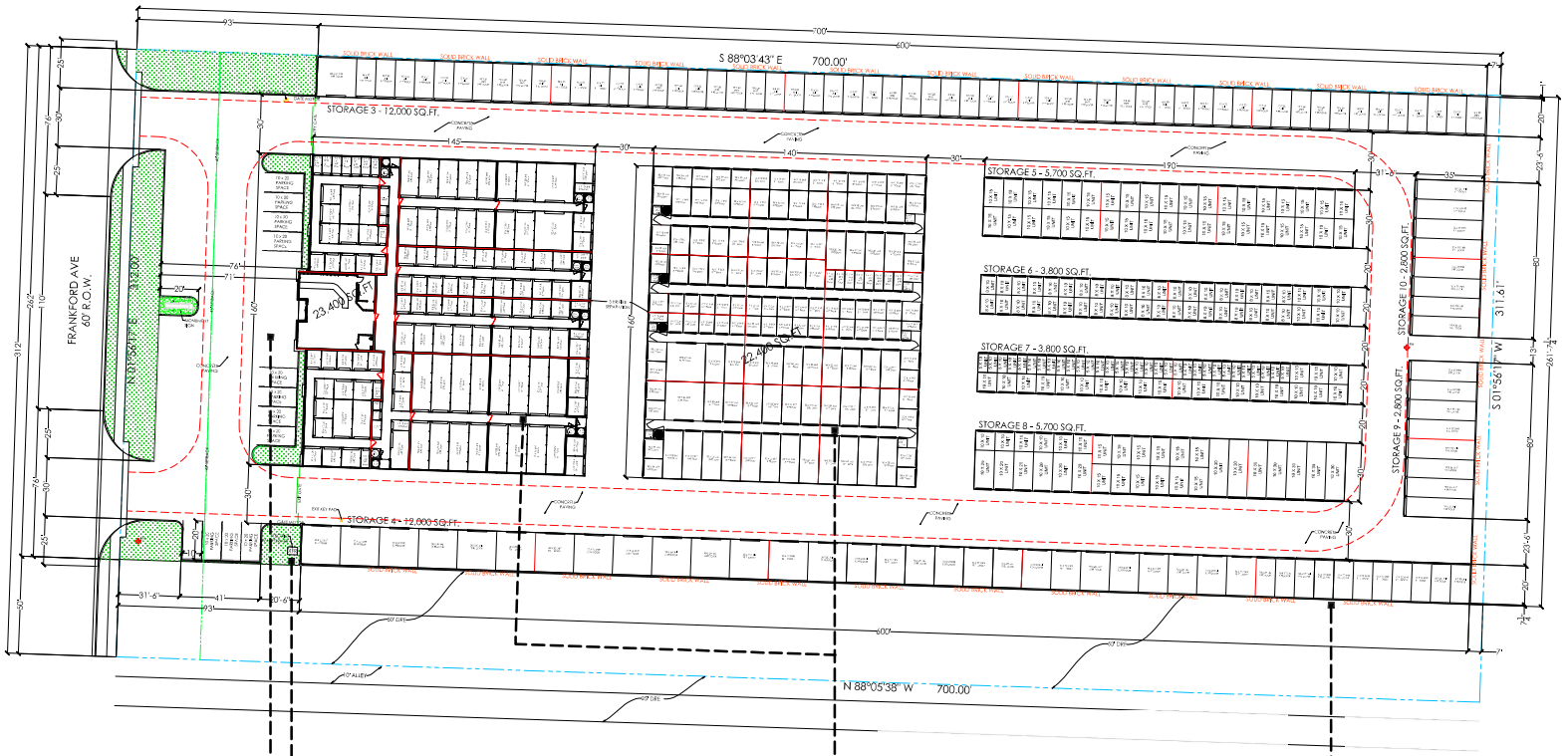
Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

LINCOLN 16 STORAGE
SECTION 6, BLOCK JS, ABST NO 1492
LUBBOCK COUNTY, TEXAS



FRONT OFFICE WITH SIGNAGE

CLIMATE CONTROLLED UNITS

EXTERIOR BRICK WALL

ENTRY/EXIT GATE AND EXTERIOR WALL

N

PROPOSED SITE PLAN

SCALE: 1" = 30'-0"

SHEET

C1

C:\Users\Drafter Desktop\Site Plan Development\N Frankford & Evelands Frankford & Evelands.dwg, 7/6/2021 3:38:53 PM, Drafter, DWG To PDF.pc3

Regular City Council Meeting **8. 18.**

Meeting Date: 09/28/2021

Information

Agenda Item

Public Hearing - Planning: Discuss and take appropriate action on an ordinance amending Chapter 40 "Zoning" of the City of Lubbock Code of Ordinances, amending Section 40.01.003 "Definitions" to add a definition for "Office/Warehouse"; amending Division 15 "C-3 General Retail District" to update General Provisions and Permitted Uses; and amending Section 40.03.2233 "C-4 Permitted Uses" to add "Office/Warehouse" setting forth regulations for outside storage in the "Office/Warehouse" use.

Item Summary

Recent zoning requests caused concerns amongst the City Council regarding the lack of an adequate Office/Warehouse land use. Although the City is currently writing a Unified Development Code (UDC), an update to the City's Zoning Code and land use regulations, the Council requested that staff update the current zoning code to provide for this use as soon as possible. While working with the UDC Council Subcommittee on this item, staff identified additional land uses and requirements that are also in need of updates based on past concerns. They are as follows:

Section 40.01.003 Definitions, adding a definition for "Office/Warehouse;"
Division 15 C-3 General Retail District, updating General Provisions and Permitted Uses; and
Section 40.03.2233 C-4 Permitted Uses, adding "Office/Warehouse" and setting forth regulations for outside storage in the "Office/Warehouse" use.

The Planning and Zoning Commission heard this amendment on September 2, 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 Chapter 40 Amendment

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 40 "ZONING" OF THE CITY OF LUBBOCK CODE OF ORDINANCES, TO AMEND SECTION 40.01.003 "DEFINITIONS" TO ADD A DEFINITION FOR OFFICE/WAREHOUSE; AMEND DIVISION 15 "C-3 GENERAL RETAIL DISTRICT" TO UPDATE GENERAL PROVISIONS AND PERMITTED USES; AND AMEND SECTION 40.03.2233 "PERMITTED USES" TO ADD OFFICE/WAREHOUSE AND TO SET REGULATIONS FOR OUTSIDE STORAGE FOR OFFICE/WAREHOUSE; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; PROVIDING A CONSISTENCY IN APPLICATION CLAUSE, AND PROVIDING FOR PUBLICATION.

WHEREAS, the Planning and Zoning Commission of the City of Lubbock, Texas (the "Commission"), during its regular meeting on September 2, 2021, found that it is in the best interest of the citizens of Lubbock to amend Chapter 40 of the code of Ordinances of the City of Lubbock (the "Code") in order to update uses allowed in various zoning districts and create regulations for new uses; and

WHEREAS, the Commission recommends that the City Council of the City of Lubbock, Texas (the "Council") amend Chapter 40 of the City of Lubbock Code of ordinances as amended below; and

WHEREAS, the Council finds and determines that it is necessary and proper in the interest of the health, safety, and welfare of the citizens of the City of Lubbock to amend Chapter 40 of the City of Lubbock Code of Ordinances by amending said uses, **NOW THEREFORE,**

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

SECTION 1. THAT Section 40.01.003 of the Code of Ordinances of the City of Lubbock, Texas is hereby amended to insert the following definitions in alphabetical order and renumber the section accordingly as follows:

Office/Warehouse: A building used to store and maintain equipment and other materials customarily used in the trade carried on by a contractor and shall contain an office that shall be a minimum of 25% of the square footage of the building. Storage shall include, but is not limited to, building materials, contractor plant or storage yard (in compliance with the provisions of Section 40.03.2233), roofing contractor's shop, septic tank service, insulation applicator business, and refrigeration service. This definition excludes temporary contractor's storage associated with the site of an on-going construction project and stack lots.

SECTION 2. THAT Section 40.03.1632(b) of the Code of Ordinances of the City of Lubbock is hereby amended to read as follows:

b) All business shall be conducted entirely within a building. Outside storage and/or display of any type, an accessory pass-out windows, and/or pickup and delivery to customers while still in their motor vehicles shall be prohibited, unless specifically authorized by the following Section.

SECTION 3. THAT Section 40.03.1633 of the Code of Ordinances of the City of Lubbock, Texas is hereby amended to insert the following permitted uses in alphabetical order and renumber the section accordingly as follows:

Hardware store. Outside display and/or storage shall be permitted. All outside storage of materials shall be screened by a six-foot solid screening fence of wood or masonry construction.

Home Improvement Center. Outside display and/or storage shall be permitted. All outside storage of materials shall be screened by a six-foot solid screening fence of wood or masonry construction. Additional buildings may be used for the warehousing of materials.

SECTION 4. THAT Section 40.03.2233 of the Code of Ordinances of the City of Lubbock, Texas is hereby amended to alphabetically add the permitted use of Office/Warehouse as follows and renumber the remainder of the section accordingly and to set forth the following regulations for Office/Warehouse:

Office/Warehouse. Outside storage shall be permitted only as indicated below.

A. Outside storage is prohibited on a property that is adjoining any property zoned "T", "RR", "R-1", "R-1A", or "R-2";
B. All outside storage of materials shall be screened by a six-foot solid screening fence of wood or masonry construction; and
C. Outside storage shall be limited to an area no greater than 25% of the square footage of the building on the property.

SECTION 5. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed Two-Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 6. THAT should any paragraph, section, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 7. THAT the intent of this Ordinance is to apply consistent changes to any portion of the Code of Ordinances of the City of Lubbock that is or may be affected by the changes provided herein. This Ordinance is also intended to apply consistent changes to any Ordinance that has been approved by the City Council of the City of Lubbock that is or may be affected by the changes provided herein. If this Ordinance has omitted any portion of the Code of Ordinances or any other Ordinance that should otherwise be affected by the changes provided herein, such omission is inadvertent and unintentional, and, upon the effective date of this Ordinance, any such omitted portion of the Code of Ordinances or other Ordinance shall be interpreted in such a manner as to comply with the changes provided herein.

SECTION 8. THAT the City Secretary of the City of Lubbock, Texas, is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative means of publication provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this ____day of _____, 2021.

Passed by the City Council on second reading this ____day of _____, 2021.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bryan Isham, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

ccdocs//Ord.Amend.Ch40UsesRemainder
07.26.21

Regular City Council Meeting **8. 19.**

Meeting Date: 09/28/2021

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-O0133, pursuant to Chapter 43 of the Texas Local Government Code, for 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

On September 14, 2021, the City Council approved the first reading of the ordinance.

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.

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 _____.

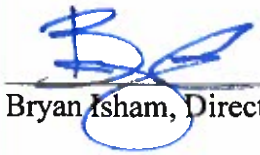
Passed by the City Council on second reading on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

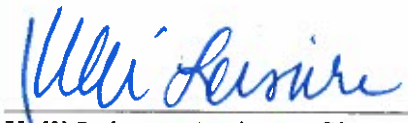
_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



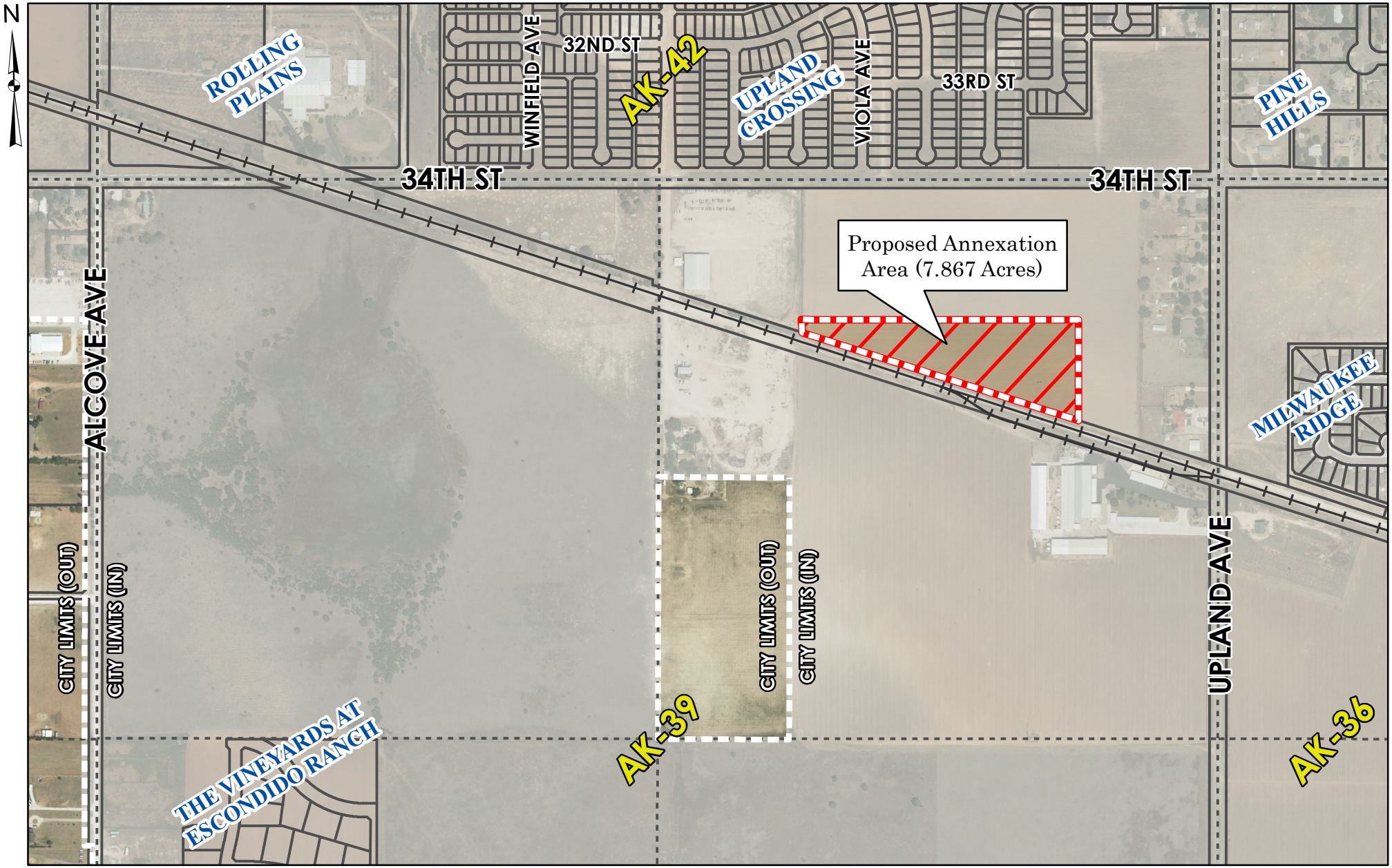
Bryan Isham, Director of Planning

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.

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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:

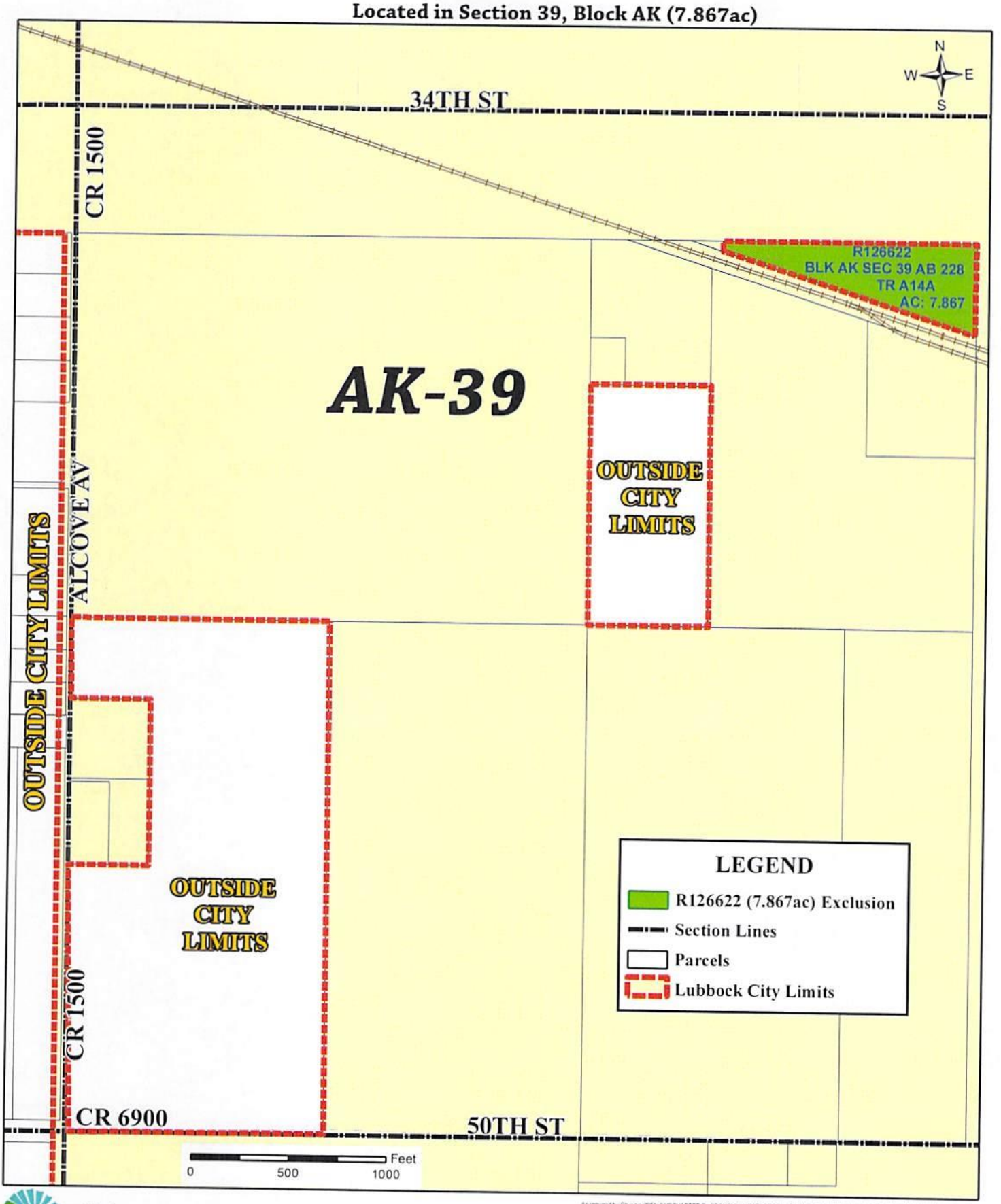
City Manager
City of Lubbock, Texas
1625 13th Street
Lubbock, Texas 79401

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

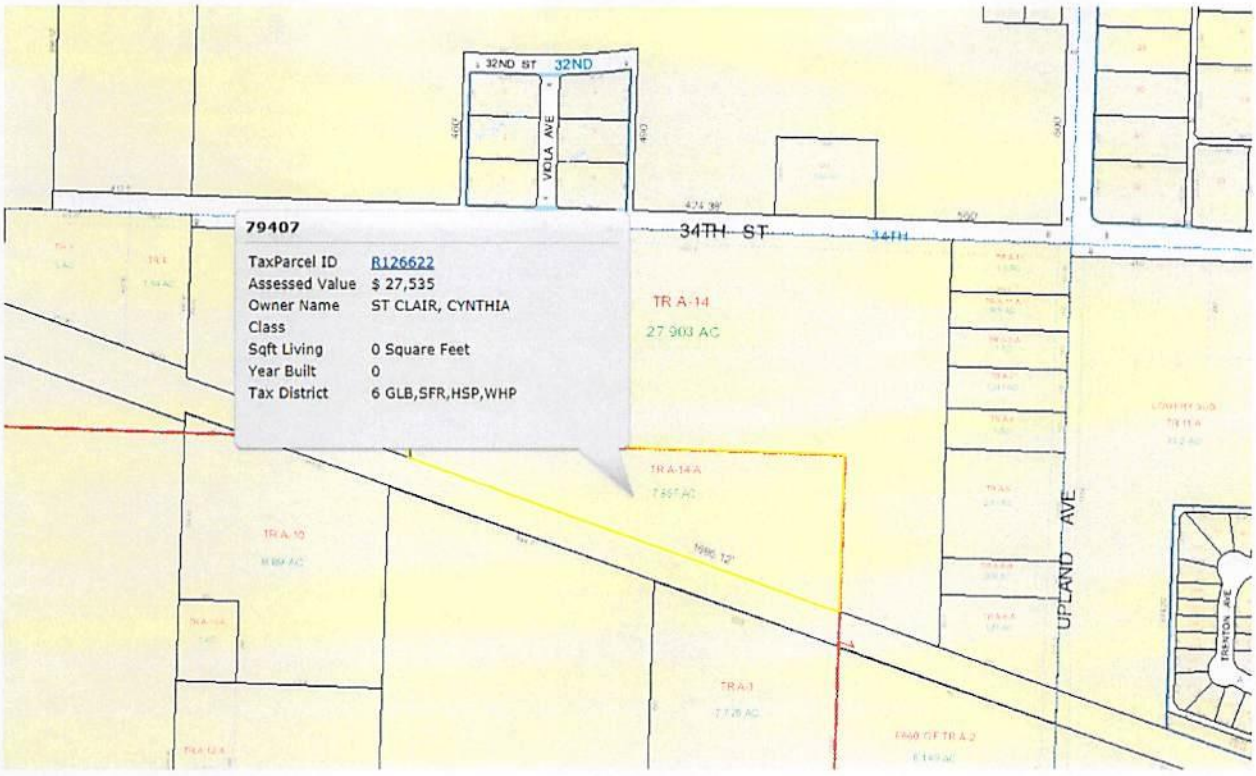
YEAR	IMPROVEMENT	LAND	MARKET	AG MARKET	AG LOSS	APPRAISED	HS CAP LOSS	ASSESSED
2016	$0	$0	$0	$27,535	$629	$629	$0	$629

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. 20.**

Meeting Date: 09/28/2021

Information

Agenda Item

Resolution - Business Development: Consider a resolution making findings that the Willow Bend Villas Public Improvement District Petition meets the requirements of Chapter 372 of the Texas Local Government Code; accepting the Willow Bend Villas Public Improvement District Petition, which covers a portion of an area in the City of Lubbock, Lubbock County, Texas, generally bounded by 19th Street to the north, Kelsey Avenue to the east, and railroad tracks to the south and west; and calling for a public hearing to receive public comment on the formation of a public improvement district in the area depicted and described.

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 Willow Bend Villas Development area. The area covers approximately 63.1982 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 Willow Bend Villas PID is a defined assessment area providing specific types of services for a given area.

The purpose of the Willow Bend Villas PID will be:
(i) acquisition, construction, or drainage facilities or improvements,

(a) 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 therein 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.

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 PID exceeds $5,000, the developer will reimburse the City for the remaining cost.

One of the statutory requirements for establishing the PID is that the City Council hold a public hearing regarding the advisability of creating the District. The resolution calls for the public hearing to be held on October 26, 2021. If the City Council approves this resolution calling the public hearing, a notice of public hearing will be published in the Lubbock Avalanche Journal, and notices will be mailed to the property owners before the 15th day before the public hearing as required by the statute.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution

Willow Bend - Exhibit 1

Willow Bend - Exhibit 2

RESOLUTION

WHEREAS, the City of Lubbock, Texas (the "City") has received a petition requesting the creation of a public improvement district (the "PID Petition") according to Chapter 372 of the Texas Local Government Code (the "Code"), and a copy of the PID Petition is attached as "Exhibit 1" to this Resolution; and

WHEREAS, the PID Petition contains signatures from:

(a) The owners of taxable real property representing more than fifty percent (50%) of the appraised value of the real property liable for assessment within the area described in the PID Petition as determined by the current roll of the Lubbock Central Appraisal District, with such area being known as Willow Bend Villas and which is depicted and described in the attached "Exhibit 2;"and,

(b) The record owners of real property liable for assessment under the PID Petition who:

(1) Constitute more than fifty percent (50%) of all record owners of property that is liable for assessment under the area depicted and described in the PID Petition; and

(2) Own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the area depicted and described in the PID Petition; and

WHEREAS, the PID Petition has been examined and verified by City staff and is now found by the City Council of the City (the "City Council") to meet the requirements of the Code and to be sufficient for consideration by the City Council; and

WHEREAS, the City Council desires to accept the PID Petition and desires to schedule a public hearing to consider the formation of a public improvement district for the area depicted and described in "Exhibit 2," with such public improvement district proposed to provide for the:

(a) (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

(b) Payment of costs associated with developing and financing the public improvements listed in subdivision (a) including costs of establishing, administering, and operating the District: **NOW, THEREFORE:**

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

SECTION 1: THAT the Council finds that the PID Petition meets the requirements of the Code and, therefore, the Council hereby accepts the PID Petition as presented by the petitioner.

SECTION 2: THAT a public hearing is hereby scheduled at 5:00 PM, October 26, 2021, in the City Council Chambers, 1314 Avenue K, Lubbock, Texas, to receive public comment on the formation of a public improvement district for the area depicted and described in "Exhibit 2."

SECTION 3: THAT notice of said hearing shall be published in a newspaper of general circulation in the City before the fifteenth (15th) day prior to the hearing.

SECTION 4: THAT written notice shall be mailed to each property owner, as reflected on the tax rolls, of the property subject to assessment under the proposed public improvement district, before the fifteenth (15th) day prior to the date set for the hearing.

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:

_____

Kelli Leisure, Assistant City Attorney

Res.AcceptancePIDPetition_WillowBend
09.14.21

BETENBOUGH
HOMES

September 20, 2021

Cheryl Brock

City of Lubbock, Tx

1625 13th Street

Lubbock, Tx 79457

RE: Willow Bend Villas, Public Improvement District

Dear Honorable Mayor and City Council;

Willow Bend Villas (19th and Mackey) is a residential development within the city limits of the City of Lubbock bound on the North by 19th Street, adjacent to the East by Kelsey Ave, and adjacent to railroad tracks to the South and West. We are proposing to create a Public Improvement District, "PID", to maintain the public improvements for Willow Bend Villas (19th and Mackey).

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 63.1982 acres. Betenbough plans to invest $250,000 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 a heavily vested interest in making this PID healthy and self-sufficient.

5. If 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. 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.

6. Map of the area is attached to this email and is to be added to the petition.

BETENBOUGH
HOMES

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 2 pocket parks and improved basin area creates a quality of life for the homeowners. Each park area will have a different playscape but will match in color, tying the community together in the park landscaping. The basin will also have some trees on the north side along 19th street protecting the view for the public looking into the community, and for the community as a buffer for 19th street traffic.

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 $250,000 and will be paid and constructed by the developer, Betenbough Homes does not desire any reimbursement. The estimated cost of the maintenance is approximately $25,000 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.

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.

BETENBOUGH
HOMES

Chris Berry

Chris Berry

Development

Betenbough Homes

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO FINANCE IMPROVEMENTS TO Willow Bend Villas (19th and Mackey)

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 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 - $75,000 for proposed improvements made by developer.

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

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:

Betenbough Homes LLC

Chris Berry, Land Planning Manager

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

KELLY D. OAKS
Notary Public, State of Texas
Notary ID# 13205344-5
My Commission Expires 08-17-2023

On this, the 8th day of SEPTEMBER 2021, before me, the undersigned Notary Public, personally appeared **Kelly Oaks** who acknowledged that he is **Community Development Manager of Betenbough Homes, LLC**, 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.

Notary Public Signature

EXHIBIT A

The Land

Description, "Tract A":

A 63.1982 acre tract of land located in the East Half (E/2) of Section 6, Block D-6, Brooks and Burleson Survey, Abstract Number 880, Lubbock County, Texas, and being situated within and a portion of that certain tract of land conveyed to HWY 179, LTD. described as "Tract 1" and all of that certain tract of land described as "Tract 2" in a General Warranty Deed recorded in Volume 10145, Page 346, and all of that certain 0.19 acre tract of land conveyed to HWY 179, LTD. described in a General Warranty Deed recorded in Volume 10394, Page 34, Official Public Records of Lubbock County, Texas, said 63.1982 acre tract, hereinafter referred to as "Tract A", being further described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with a cap marked "AMD ENG" set in place of a 1/2" iron rod with a cap marked "WSCI" found bent at the intersection of the east right-of-way line of the West Texas and Lubbock Railroad, as described in Volume 6182, Page 346 of the Real Property Records of Lubbock County, Texas, and the south right-of-way line of State Highway 114, also known as 19th Street, as described in Volume 181, Page 214 and Volume 491, Page 47 of the Deed Records of Lubbock County, Texas, at the northwest corner of said 0.19 acre tract for the northwest corner of this said Tract "A" and having coordinates of Northing: 7,274,815.61 and Easting: 897,482.48 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence the northeast corner of said Section 6 bears N. 01° 48' 46" E. a distance of 65.00 feet and S. 88° 11' 14" E. a distance of 2465.72 feet, as calculated from calls in said railroad right-of-way deed;

THENCE S. 88° 11' 14" E., along said right-of-way line of State Highway 114, a distance of 911.41 feet to a 1/2" iron rod with a cap marked "HRA" found at the northwest corner of that certain 2.0 acre tract of land described in a Warranty Deed recorded in Volume 4730, Page 67 of the Real Property Records of Lubbock County, Texas, for the most northerly northeast corner of this said "Tract A";

THENCE S. 01° 51' 08" W. a distance of 370.84 feet to a 1/2" iron rod found at the southwest corner of said 2.0 acre tract for an ell corner of this said "Tract A";

THENCE S. 88° 11' 59" E. a distance of 234.91 feet to a 1/2" iron rod with a cap marked "WSCI" found at the southeast corner of said 2.0 acre tract for the most easterly northeast corner of this said "Tract A";

THENCE S. 01° 51' 30" W., along the west line of an alley and the west plat limits of Energy Circle, Lots 1 thru 40, an addition to Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 1835, Page 129 of the Deed Records of Lubbock County, Texas, at a distance of 1869.46 feet pass a 1/2" iron rod found at the end of said alley, continuing at a distance of 2204.38 feet pass a 1/2" iron rod with a cap marked "HRA" found at the southeast corner of said plat limits of Energy Circle, same being the northwest corner of that certain 11.16 acre tract of land described in a Warranty Deed recorded in County Clerk's file

number 2010001381 of the Official Public Records of Lubbock County, Texas, continuing for a total distance of 2359.76 feet to a 1/2" iron rod with a cap marked "HRA" found in the north right-of-way line of the West Texas and Lubbock railroad, as described in Volume 99, Page 459 of the Deed Records of Lubbock County, Texas, at the southwest corner of said 11.16 acre tract and the southeast corner of this said "Tract A", having coordinates of Northing: 7,272,050.90 and Easting: 898,539.46 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE N. 70° 19' 00" W., along said railroad right-of-way line, a distance of 540.93 feet to a 1/2" iron rod with a cap marked "WSCI" found at a point of intersection at the southeast corner of that certain 8.71 acre right-of-way parcel for the West Texas and Lubbock Railroad described in Volume 6254, Page 30 of the Real Property Records of Lubbock County, Texas, for a corner of this said "Tract A";

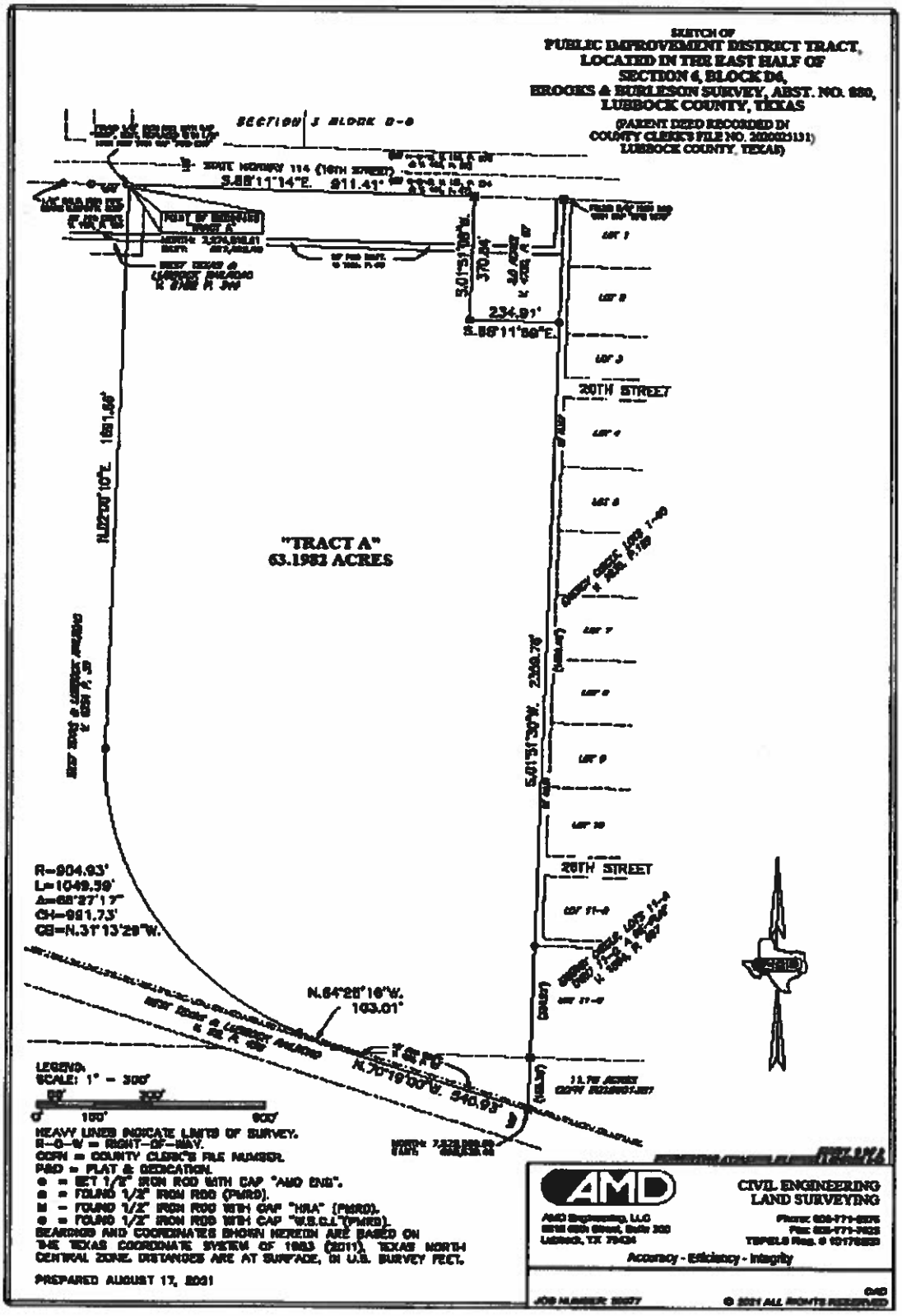
THENCE N. 64° 25' 16" W. a distance of 103.01 to a 1/2" iron rod with a cap marked "WSCI" found at a point of intersection in the northeasterly right-of-way line of said railroad for a corner of this said "Tract A";

THENCE northwesterly, along a curve to the right and said railroad right-of-way line, an arc distance of 1049.59 feet, said curve having a radius of 904.93 feet, a delta angle of 66° 27' 17", a chord distance of 991.73 feet and a chord bearing of N. 31° 13' 29" W., to a 1/2" iron rod with a cap marked "WSCI" found at a point of tangency in the east right-of-way line of said railroad for a corner of this said "Tract A";

THENCE N. 02° 00' 10" E., along the east right-of-way line of said railroad at a distance of 1482.82 feet pass the northeast corner of said right-of-way in Volume 6254, Page 30, same being the southeast corner of said right-of-way in Volume 6182, Page 346, and the southwest corner of said 0.19 acre tract, continuing for a total distance of 1691.66 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.

EXHIBIT B

Sketch


SKETCH OF
PUBLIC IMPROVEMENT DISTRICT TRACT,
LOCATED IN THE EAST HALF OF
SECTION 6, BLOCK D4,
BROOKS & BURLESON SURVEY, ABST. NO. 880,
LUBBOCK COUNTY, TEXAS
(PARENT DEED RECORDED IN
COUNTY CLERK'S FILE NO. 2020025131)
LUBBOCK COUNTY, TEXAS)
SECTION 5 BLOCK D-8
S.88°11'14"E. 911.41'
S.01°31'30"W. 370.84'
234.91'
S.88°11'59"E.
20TH STREET
N.02°00'10"E. 1651.66'
"TRACT A"
63.1982 ACRES
S.01°31'30"W. 2356.76'
20TH STREET
R=904.93'
L=1049.59'
Δ=66°27'17"
CH=991.73'
CB=N.31°13'29"W.
N.64°28'16"W.
163.01'
N.75°19'00"W. 340.93'
LEGEND:
SCALE: 1" = 300'
0' 150' 300'
HEAVY LINES INDICATE LIMITS OF SURVEY.
R-O-W = RIGHT-OF-WAY.
CCFN = COUNTY CLERK'S FILE NUMBER.
P&D = PLAT & DEDICATION.
● = SET 1/2" IRON ROD WITH CAP "AMD ENG".
● = FOUND 1/2" IRON ROD (PMRD).
■ = FOUND 1/2" IRON ROD WITH CAP "HRA" (PMRD).
● = FOUND 1/2" IRON ROD WITH CAP "W.S.C.L."(PMRD).
BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE. DISTANCES ARE AT SURFACE, IN U.S. SURVEY FEET.
PREPARED AUGUST 17, 2021
AMD
CIVIL ENGINEERING
LAND SURVEYING
Accuracy - Efficiency - Integrity
JOB NUMBER: 20077
© 2021 ALL RIGHTS RESERVED

19th and Mackey
Proposed Revenue/Expense Worksheet

			Proposed									
CALENDAR YEAR		**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**Totals**
REVENUE	est # Homes closed		50	75	85	90							300
Property Values*		-	8,750,000	22,050,000	37,366,000	53,863,320	54,940,586	56,039,398	57,160,186	58,303,390	59,469,458	60,658,847	468,601,185
Discounted Property Values		-	7,875,000	19,845,000	33,629,400	48,476,988	49,446,528	50,435,458	51,444,167	52,473,051	53,522,512	54,592,962	421,741,066
FISCAL YEAR REVENUES		**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**	**2030-31**	**2031-32**	**Totals**
Interest		-	-	-	-	-	936	1,360	1,802	2,264	2,745	3,247	12,353
0.15 Assessment @ $0.15		-	11,813	29,768	50,444	72,715	-	-	-	-	-	-	164,740
0.10 Assessment @ $0.10		-	-	-	-	-	49,447	50,435	51,444	52,473	53,523	54,593	311,915
Total		-	11,813	29,768	50,444	72,715	50,382	51,795	53,246	54,737	56,267	57,840	489,007
	Improvement est cost												
EXPENSE													
Park 1	$100,000.00												
Pocket Park (playscape and landscaping)			7,500	7,650	7,803	7,959	8,118	8,281	8,446	8,615	8,787	8,963	82,123
Park 2	$100,000.00												
Pocket Park (playscape and landscaping)			7,500	7,650	7,803	7,959	8,118	8,281	8,446	8,615	8,787	8,963	66,973
Signage	$45,000.00												
Neighborhood Entry Signs			1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	8,930
Landscaping	$45,000.00												
Trees along 19th st			1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	8,930
Basing Landscaping	$45,000.00												
Proirrigation and grass establishment			5,000	5,100	5,202	5,306	5,412	5,520	5,631	5,743	5,858	5,975	44,649
Electric Cost for Irrigation													
Proposed Parks 1 and 2			1,380	1,408	1,436	1,464	1,494	1,524	1,554	1,585	1,617	1,649	12,323
Administrative Costs													
	$335,000.00		3,507	3,577	3,649	3,722	3,796	3,872	3,949	4,028	4,109	4,191	31,317
Annual Operating Costs			4,000	4,080	4,162	4,245	4,330	4,416	4,505	4,595	4,687	4,780	35,719
Paid by developer													
Capital Outlay (Developer)													-
Total		-	30,887	31,505	32,135	32,778	33,433	34,102	34,784	35,479	36,189	36,913	290,962
Cash Reserves		-	(19,075)	(20,812)	(2,502)	37,435	54,385	72,078	90,540	109,798	129,876	150,803	602,527

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

ASSESSMENT INFORMATION		
2019-2029		
Assessment per $100,000	$150.00	$ 150.00
2027-Future		
Assessment per $100,000	$100.00	$ 100.00

AVG maintenance cost (landscaping)

	Monthly	Yearly
1/4 acre	$400.00	$4,800.00
1/2 Acre	$800.00	$9,600.00
1 acre	$2,000.00	$24,000.00
3 acres	$4,000.00	$48,000.00
6 acres	$8,000.00	$96,000.00
9 acres	$16,000.00	$192,000.00

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	

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 Willow Bend Villas 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 (September 14, 2021), in the area known as Willow Bend Villas, as shown on the attached map; the petitioners own 100% of the area within the proposed Willow Bend Villas 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 20th day of September, 2021.

(City Seal)

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

Date: September 16, 2021

To: Becky Garza, City Secretary

From: Brianna Gerardi, Business Development Director

CC: Blu Kostelich, Chief Financial Officer

Re: Willow Bend Villas 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 Willow Bend Villas 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.

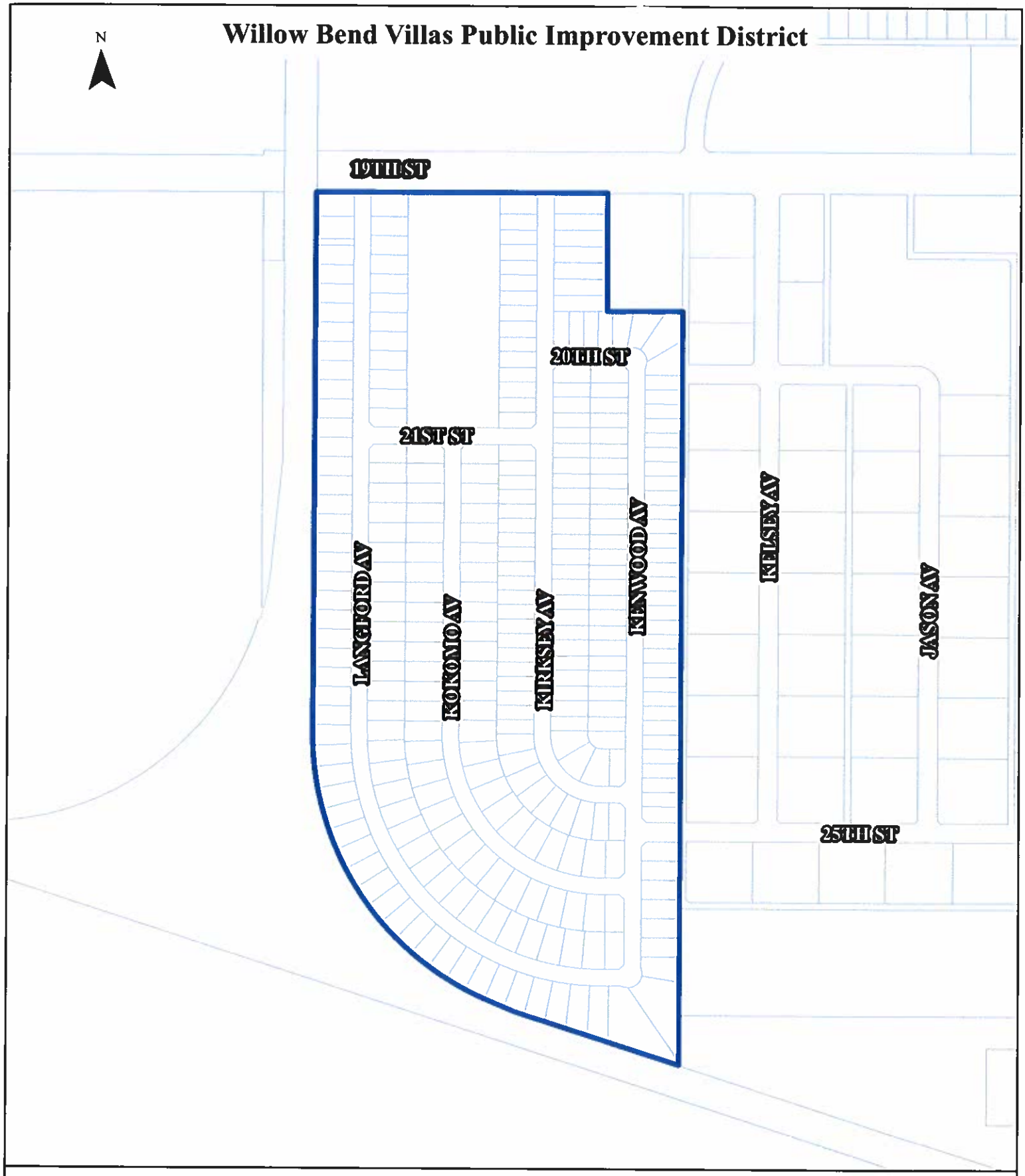
The first test is that the petition is sufficient if signed by the owners of taxable real property representing more than 50 percent of the appraised value of the taxable real property liable for assessment by the current roll of the appraisal district (September 14, 2021). Since the petitioners own 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 Willow Bend Villas PID area so they pass the area test.

The notarized signature on the Willow Bend Villas 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 Business Development Department and reviewed by GIS and Data Services.

Willow Bend Villas Projected Assessment Roll							
LCAD Roll 9.14.2021							
Property ID	**Owner Name**	**Owner Address**	**SitusAddress**	**LegalDescription**	**Acres**	**TotalPropMktValue**	**TotalAssessedValue**
R30086	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	LUBBOCK 79407	BLK D6 SEC 6 AB 880 TR D12 & TR C D4 AC: 65.552 LESS ROW	63.1982	$202,107.00	$202,107.00

Willow Bend Villas Public Improvement District



Willow Bend Villas PID

Parcels

Lot-Block Lines

0 250 500 1,000 Feet

City of Lubbock TEXAS

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.

5/21/2021