

**City of Lubbock, Texas**  
**Special City Council Meeting**  
**Tuesday, September 7, 2021**

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



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

<http://www.mylubbock.us>

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

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

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

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**3:30 p.m. - City Council convenes in City Council Chambers in Open Session, and recesses into Executive Session to consider Items 1.-1.1.3.**

1. Executive Session
  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

**Adjourn from Executive Session**

**5:00 p.m. - The City Council reconvenes in Regular Session**

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

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).
2. 3. **Ordinance 1st Reading - Finance:** Consider an Ordinance approving and adopting a budget for Fiscal Year 2021-22; approving summary of estimated and forecasted revenues, appropriations, and use of excess reserves for all funds of the city; providing for necessary transfers of funds between accounts and departments, if required; authorizing reduction of spending by City Manager if necessary; re-appropriation of balances which support authorized obligations or encumbered; providing for filing of Adopted Budget; establishing civil service classifications and positions; appropriating funds for the Fiscal Year 2021-22 Operating Budget and Capital Program of the City of Lubbock; approving all permit, license, fees, and charges for service recommended to be adjusted; approving the pay plan and positions; approving personnel; amending Section 22.03.084 of the Code of Ordinances of the City of Lubbock by revising the water base rate fees as contained therein; amending Section 22.03.085 of the Code of Ordinances of the City of Lubbock by establishing an industrial volume rate class as contained therein; amending Section 22.03.090(a) of the Code of Ordinances of the City of Lubbock by revising the water service (water tap) connection fees as contained therein; amending Section 22.04.041(a) of the Code of Ordinances of the City of Lubbock by revising the wastewater base rate fees as contained therein; amending Section 22.04.045(a) of the Code of Ordinances of the City of Lubbock by revising the sewer service connection fees as contained therein; amending Section 22.04.174 of the Code of Ordinances of the City of Lubbock by revising language on septic tank emptying as contained therein; amending Section 22.06.051 of the Code of Ordinances of the City of Lubbock by revising the solid waste landfill service fees as contained therein; amending Section 22.06.185(a) of the Code of Ordinances of the City of Lubbock by revising the solid waste collections service fees as contained therein; accepting the budgets for Lubbock Economic Development Alliance, Market Lubbock, Inc., Civic Lubbock, Inc., and Vintage Township Public Facilities Corporation; finding that proper notice of meeting provided by law and ratifying such; providing for publication; and providing for a savings clause.
2. 4. **Ordinance 1st Reading - Finance:** Consider an ordinance 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.
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.**



2. 6. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-00114, 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.
2. 7. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-00116, 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.
2. 8. **Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing portions of 7th, 8th, 9th, and 10th Streets, and portions of Avenue B, and portions of the alleys located in Blocks 63, 79, and 95, Original Town of Lubbock to the City of Lubbock, Lubbock County, Texas.
2. 9. **Resolution - Public Health Services:** Consider a resolution 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.
2. 10. **Resolution - Public Health Services:** Consider a resolution 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.



**Special City Council Meeting**

**2. 1.**

**Meeting Date:** 09/07/2021

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**Agenda Item**

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

**Item Summary**

A budget public hearing concerning the Proposed FY 2021-22 Operating Budget and Capital Program has been posted and notice has been published as required by state law to allow citizens an opportunity to comment on the proposed budget.

**Fiscal Impact**

None

**Staff/Board Recommending**

D. Blu Kostelich, Chief Financial Officer

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**Attachments**

Budget Public Hearing Notice

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## NOTICE OF PUBLIC HEARING

THE LUBBOCK CITY COUNCIL WILL HOLD A HEARING ON THE PROPOSED FISCAL YEAR 2021-22 BUDGET FOR THE CITY OF LUBBOCK. THE PUBLIC HEARING WILL BE CONDUCTED IN THE CITY COUNCIL CHAMBERS OF CITY HALL, 1314 AVENUE K AT 5:00 P.M, SEPTEMBER 7, 2021.

THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$4,100,044 OR 4.23%, AND OF THAT AMOUNT, \$2,195,284 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

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**Special City Council Meeting**

**2. 2.**

**Meeting Date:** 09/07/2021

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**Agenda Item**

**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).

**Item Summary**

On August 10, 2021, the City Council approved a resolution for a proposed maximum tax rate of \$0.523230 cents per \$100 valuation. A public hearing is required prior to adopting a tax rate that is higher than the no-new-revenue rate or voter-approval rate. A property tax rate of \$0.523230 per \$100 valuation is proposed which is higher than the no-new-revenue rate. The tax rate is distributed as follows:

General Fund Maintenance and Operations	\$0.381257
Interest and Sinking Fund	0.120266
Economic Development	0.021707

**Fiscal Impact**

The tax rate is scheduled to be adopted at the September 14, 2021, City Council Meeting. The fiscal impact of that decision is unknown until the tax rate is chosen and adopted.

**Staff/Board Recommending**

D. Blu Kostelich, Chief Financial Officer

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**Attachments**

Tax Rate Public Hearing Notice  
Announcement

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# NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.523230 per \$100 valuation has been proposed by the governing body of City of Lubbock.

PROPOSED TAX RATE	\$0.523230 per \$100
NO-NEW-REVENUE TAX RATE	\$0.497710 per \$100
VOTER-APPROVAL TAX RATE	\$0.526862 per \$100

The no-new-revenue tax rate is the tax rate for the 2021 tax year that will raise the same amount of property tax revenue for City of Lubbock from the same properties in both the 2020 tax year and the 2021 tax year.

The voter-approval rate is the highest tax rate that City of Lubbock may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that City of Lubbock is proposing to increase property taxes for the 2021 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON SEPTEMBER 7, 2021 AT 5:00 P.M. AT CITIZENS TOWER, 1314 AVENUE K, LUBBOCK, TX 79401.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, City of Lubbock is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the City Council of City of Lubbock at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

$$\text{Property tax amount} = (\text{tax rate}) \times (\text{taxable value of your property}) / 100$$

FOR the proposal:

Daniel M. Pope  
Juan A. Chadis  
Steve Massengale  
Latrell Joy

Jeff Griffith  
Shelia Patterson Harris  
Randy Christian

AGAINST the proposal:

PRESENT and not voting:

ABSENT:

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by City of Lubbock last year to the taxes proposed to be imposed on the average residence homestead by City of Lubbock this year.

	<b>2020</b>	<b>2021</b>	<b>Change</b>
<b>Total tax rate (per \$100 of value)</b>	\$0.541573	\$0.523230	decrease of \$-0.018343, or -3.39%
<b>Average homestead taxable value</b>	\$158,468	\$168,814	increase of \$10,346, or 6.53%
<b>Tax on average homestead</b>	\$858.22	\$883.29	increase of \$25.07, or 2.92%
<b>Total tax levy on all properties</b>	\$96,853,357	\$100,953,401	increase of \$4,100,044, or 4.23%

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For assistance with tax calculations, please contact the tax assessor for City of Lubbock – Tim Radloff at 806-776-2208 or [etrinfo@lubbockcad.org](mailto:etrinfo@lubbockcad.org) or visit [www.lubbockcad.org](http://www.lubbockcad.org) for more information.

**City of Lubbock, TX  
Finance Department  
Tax Rate Public Hearing  
Suggested Language Announcing the Date and Time of Adopting the Tax Rate**

**The City Council will vote on the 2<sup>nd</sup> and Final Reading of the tax rate ordinance at the September 14, 2021, City Council Meeting that will be held in the City Council Chambers, 1314 Avenue K, beginning at 5:00 p.m.**



## Special City Council Meeting

2. 3.

Meeting Date: 09/07/2021

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### Agenda Item

**Ordinance 1st Reading - Finance:** Consider an Ordinance approving and adopting a budget for Fiscal Year 2021-22; approving summary of estimated and forecasted revenues, appropriations, and use of excess reserves for all funds of the city; providing for necessary transfers of funds between accounts and departments, if required; authorizing reduction of spending by City Manager if necessary; re-appropriation of balances which support authorized obligations or encumbered; providing for filing of Adopted Budget; establishing civil service classifications and positions; appropriating funds for the Fiscal Year 2021-22 Operating Budget and Capital Program of the City of Lubbock; approving all permit, license, fees, and charges for service recommended to be adjusted; approving the pay plan and positions; approving personnel; amending Section 22.03.084 of the Code of Ordinances of the City of Lubbock by revising the water base rate fees as contained therein; amending Section 22.03.085 of the Code of Ordinances of the City of Lubbock by establishing an industrial volume rate class as contained therein; amending Section 22.03.090(a) of the Code of Ordinances of the City of Lubbock by revising the water service (water tap) connection fees as contained therein; amending Section 22.04.041(a) of the Code of Ordinances of the City of Lubbock by revising the wastewater base rate fees as contained therein; amending Section 22.04.045(a) of the Code of Ordinances of the City of Lubbock by revising the sewer service connection fees as contained therein; amending Section 22.04.174 of the Code of Ordinances of the City of Lubbock by revising language on septic tank emptying as contained therein; amending Section 22.06.051 of the Code of Ordinances of the City of Lubbock by revising the solid waste landfill service fees as contained therein; amending Section 22.06.185(a) of the Code of Ordinances of the City of Lubbock by revising the solid waste collections service fees as contained therein; accepting the budgets for Lubbock Economic Development Alliance, Market Lubbock, Inc., Civic Lubbock, Inc., and Vintage Township Public Facilities Corporation; finding that proper notice of meeting provided by law and ratifying such; providing for publication; and providing for a savings clause.

### Item Summary

This is the first reading of the ordinance adopting the City's FY 2021-22 Operating Budget and Capital Program. The budget ordinance must be considered prior to consideration of the tax rate. This ordinance incorporates the operating and capital budgets that have been proposed by the City Manager. The property tax rate proposed by the City Council is \$0.523230 per \$100 valuation. The following changes that impact the FY 2021-22 Proposed Operating Budget and Capital Program have occurred since the proposed budget was filed on August 12, 2021:

#### Water/Wastewater Fund

Increase Water/Wastewater use of Excess Reserves (Revenue) by \$42,019 and increase the Transfer to LP&L for Citizens Tower Debt (Expenses) by \$42,019. This change is to correct the amount of the transfer.

#### Storm Water Fund

Increase Storm Water Professional Services (Expenses) by \$4,200 and increase the Storm Water Use of Excess Reserves (Revenue) by \$4,200. Another drainage basin was added to the areas that Storm Water maintains after the Proposed Budget was filed so an increase in the budget is necessary to cover the



additional cost.

Telecommunication

Increase Telecommunication Use of Excess Reserves (Revenue) by \$9,961. This change is to correct the amount of excess reserves that will be used in FY 2021-22 due to an error in the original calculation.

GIS and Data Services

Increase GIS and Data Services Use of Excess Reserves (Revenue) by \$36,511. This change is to correct the amount of excess reserves that will be used in FY 2021-22 due to an error in the original calculation.

Risk Management

Increase Risk Management Use of Excess Reserves (Revenue) by \$444,523 and increase Property Premiums (Expenses) by \$335,523.37 and Liability Premiums (Expenses) by \$109,000. The final amounts on property and liability premiums are higher than the projection included in the budget.

General Fund

Due to the approval of a budget amendment after the Proposed Budget was filed, the following changes need to be made to position control in the FY 2021-22 Operating Budget and Capital Program.

Delete one full time Deputy Police Chief/Police Captain (5735)

Add one full time Police Sergeant (5735)

Add two full time Environmental Specialist II in Environmental Health (5413)

Add three full time Public Health Program Liaisons in Public Health (5415)

Add two full time Disease Intervention Specialists in Public Health (5415)

Add one full time Epidemiologist in Public Health (5415)

Add one full time Administrative Assistant in Public Health (5415)

Add one full time Financial Analyst in Public Health (5415)

Add one full time Behavioral Health Manager in Public Health (5415)

Add one full time Nurse Practitioner in Public Health (5415)

Included as Exhibit G in the proposed Budget Ordinance are the changes that have occurred since the FY 2021-22 Operating Budget and Capital Program was filed with the City Secretary on August 12, 2021, and all changes to the FY 2020-21 Adopted Budget and Capital Program that have been approved since the presentation of the FY 2021-22 Budget.

**Fiscal Impact**

Included in Item Summary

**Staff/Board Recommending**

D. Blu Kostelich, Chief Financial Officer

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**Attachments**

Budget Ordinance

Exhibits

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

AN ORDINANCE APPROVING AND ADOPTING A BUDGET FOR FISCAL YEAR 2021-22; APPROVING SUMMARY OF ESTIMATED AND FORECASTED REVENUES, APPROPRIATIONS, AND USE OF EXCESS RESERVES FOR ALL FUNDS OF THE CITY; PROVIDING FOR NECESSARY TRANSFERS OF FUNDS BETWEEN ACCOUNTS AND DEPARTMENTS, IF REQUIRED; AUTHORIZING REDUCTION OF SPENDING BY CITY MANAGER IF NECESSARY; RE-APPROPRIATION OF BALANCES WHICH SUPPORT AUTHORIZED OBLIGATIONS OR ENCUMBERED; PROVIDING FOR FILING OF ADOPTED BUDGET; ESTABLISHING CIVIL SERVICE CLASSIFICATIONS AND POSITIONS; APPROPRIATING FUNDS FOR THE FISCAL YEAR 2021-22 OPERATING BUDGET AND CAPITAL PROGRAM OF THE CITY OF LUBBOCK; APPROVING ALL PERMIT, LICENSE, FEES, AND CHARGES FOR SERVICE RECOMMENDED TO BE ADJUSTED; APPROVING THE PAY PLAN AND POSITIONS; APPROVING PERSONNEL; AMENDING SECTION 22.03.084 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY REVISING THE WATER BASE RATE FEES AS CONTAINED THEREIN; AMENDING SECTION 22.03.085 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY ESTABLISHING AN INDUSTRIAL VOLUME RATE CLASS AS CONTAINED THEREIN; AMENDING SECTION 22.03.090(a) OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY REVISING THE WATER SERVICE (WATER TAP) CONNECTION FEES AS CONTAINED THEREIN; AMENDING SECTION 22.04.041(a) OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY REVISING THE WASTEWATER BASE RATE FEES AS CONTAINED THEREIN; AMENDING SECTION 22.04.045(a) OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY REVISING THE SEWER SERVICE CONNECTION FEES AS CONTAINED THEREIN; AMENDING SECTION 22.04.174 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY REVISING LANGUAGE ON SEPTIC TANK EMPTYING AS CONTAINED THEREIN; AMENDING SECTION 22.06.051 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY REVISING THE SOLID WASTE LANDFILL SERVICE FEES AS CONTAINED THEREIN; AMENDING SECTION 22.06.185(a) OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY REVISING THE SOLID WASTE COLLECTIONS SERVICE FEES AS CONTAINED THEREIN; ACCEPTING THE BUDGETS FOR LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, MARKET LUBBOCK, INC., CIVIC LUBBOCK, INC., AND VINTAGE TOWNSHIP PUBLIC FACILITIES CORPORATION; FINDING THAT PROPER NOTICE OF MEETING PROVIDED BY LAW AND RATIFYING SUCH; PROVIDING FOR PUBLICATION; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, the City Manager has prepared certain figures for the Fiscal Year 2021-22 Proposed Operating Budget and Capital Program (Proposed Budget) and has submitted the same to the City Council; and

WHEREAS, the City Manager filed the Proposed Budget with the City Secretary for the fiscal year beginning October, 1, 2021; and

WHEREAS, the City Secretary posted notice that the Proposed Budget had been filed

and a public hearing called thereon by the City Council at Citizens Tower; and

WHEREAS, the City Council determined that the Proposed Budget, as revised, is appropriate and correct in all respects and that all requirements of the law have been satisfied; and

WHEREAS, the City Council of the City of Lubbock, in its authority as the governing body of a home rule municipality and in accordance with Article XI, Section 5 of the Texas Constitution and Subchapter C of Chapter 552 of the Texas Local Government Code, finds that assessing a payment in lieu of taxes (PILOT) and a franchise fee to any and all of its utilities is a necessary cost of service and is an administrative cost of operating the said utilities; and

WHEREAS, the City Council of the City of Lubbock, in its authority as the governing body of a home rule municipality and in accordance with Article XI, Section 5 of the Texas Constitution and Subchapter C of Chapter 552 of the Texas Local Government Code, further finds that assessing any and all of its utilities prorated indirect costs and costs for providing internal City services, including, but not limited to, providing office space, postage, information technology services and legal services, is a necessary cost of service and is an administrative cost of operating said utilities; and

WHEREAS, the City Council of the City of Lubbock, in its authority as the governing body of a home rule municipality and in accordance with Article XI, Section 5 of the Texas Constitution and Subchapter C of Chapter 552 of the Texas Local Government Code, finds that all charges assessed to any and all of its utilities to be transferred to the General Fund, as set forth in the Proposed Budget, are solely for the cost of service, are necessary to reimburse the City of Lubbock for all expenses the City of Lubbock incurs in providing said utilities, and that all such costs are directly related to drainage and operating said utilities; NOW THEREFORE:

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

SECTION 1: THAT the budget proposed by the City Manager and filed with the City Secretary for fiscal year October 1, 2021 through September 30, 2022, which is attached hereto as Exhibit A, be and is hereby approved and adopted as the FY 2021-22 Adopted Operating Budget and Capital Program (Adopted Budget), and made a part of this ordinance for all purposes.

SECTION 2. THAT a summary of estimated and forecasted revenues, appropriations, and any use of excess reserves for all Funds of the City is hereby approved in all respects and is attached hereto as Exhibit B.

SECTION 3. THAT the City Manager is authorized to approve transfers between line items in any departmental budget and to make transfers within funds within the budget which will neither decrease a program or service adopted in said budget, nor increase expenditures over the total amount of expenditures approved in said budget, in order to meet unanticipated expenditures within any department, program, or service. A listing of transfers between funds that are included in the Adopted Budget are attached hereto as Exhibit C.

SECTION 4. THAT to the extent that actual revenues are projected to be less than the budgeted revenues, the City Manager is authorized to reduce spending as necessary in order to prevent expenditures from exceeding available revenue sources; and that in the event such action is taken, the City Manager shall immediately notify the City Council in writing with appropriate explanation.

SECTION 5. THAT all balances of appropriation in each fund, which support authorized obligations, or are encumbered at the close of business for the fiscal year ended September 30, 2021 are hereby declared to be re-appropriated into the Adopted Budget beginning October 1, 2021.

SECTION 6. THAT a copy of the Adopted Budget shall be filed with appropriate officials as required by law.

SECTION 7. THAT in accordance with Section 2.06.109 of the Code of Ordinances of the City of Lubbock, the civil service classifications and positions set forth in the Adopted Budget as listed in Exhibit A are hereby established by Ordinance.

SECTION 8. THAT the funding, as set forth in the Adopted Budget, and as also set forth in the Capital Program, are hereby appropriated as set forth in the Capital Budget. A Capital Program Summary is attached hereto as Exhibit D.

SECTION 9. THAT the appropriation for a project in the Capital Program shall continue in force until the purpose for which the appropriation was made has been accomplished or abandoned.

SECTION 10. THAT all fees, fines and charges for service recommended to be adjusted are approved as listed in Exhibit A.

SECTION 11. THAT the pay plan is approved as listed in Exhibit E, and any pay plan band compensation limits shall be adjusted in accordance with any compensation adjustments. Said compensation adjustments shall not include the City Manager, City Attorney, and the City Secretary.

SECTION 12. THAT personnel is adopted as reflected in Exhibit F.

SECTION 13. THAT Section 22.03.084 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

Sec. 22.03.084 Water base charge

Effective October 1, 2021, the city, through the city manager, shall charge and collect from every customer and every customer shall pay a monthly base charge

for water which shall be billed to all customers based upon the water meter size as follows:

<u>Meter Size</u>	<u>Water Base Charge</u>
Three-quarter inch (3/4") meter	\$18.50
One inch (1") meter	\$30.90
One and a half inch (1.5") meter	\$61.61
Two inch (2") meter	\$98.98
Three inch (3") meter	\$197.40
Four inch (4") meter	\$308.21
Six inch (6") meter	\$616.24
Eight inch (8") meter	\$986.05
Ten inch (10") meter	\$1,417.66

SECTION 14. THAT Section 22.03.085 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

Sec. 22.03.085 Water volume rate generally

Effective December 1, 2017, in addition to the base charge, the city, through the city manager, shall determine the amount of water used by each customer through monthly meter readings and shall charge to and collect from every customer and every customer shall pay for water furnished by the city to the customer. The water furnished by the city shall be measured on a per one thousand (1,000) gallons basis and billed as follows for single-family residential customers:

0-1,000 gallons	included in base charge
1,001-5,000 gallons	\$4.03
5,001-10,000 gallons	\$6.97
10,001-30,000 gallons	\$8.36
Usage in excess of 30,000 gallons	\$8.57

All other customers will be billed as follows:

Block 1	\$4.76 per 1,000 gallons
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Block 2                      \$6.50 per 1,000 gallons

Block 3                      \$7.79 per 1,000 gallons

(1) Single-family residential irrigation. Does not include a block 1 volume; the block 2 volume of water is from 1,000 gallons used up to 40,000 gallons; and the block 3 volume is the amount of water used in excess of the block 2 volume.

(2) Multifamily residential, commercial and public. The block 1 volume is the amount of water used up to 100% of the average winter consumption (AWC) of each multifamily residential, commercial and public premises, respectively, the AWC being the average volume of water used as measured by the non-irrigation meter readings for the months of September, October, November, December, January and February, and updated in March of each respective year; the block 2 volume is the amount of water used in addition to the block 1 volume up to an additional 50% of the AWC (total of block 1 and block 2 is equal to 150% of the AWC); and the block 3 volume is the amount of water used in excess of the block 1 and block 2 volumes.

(3) Nonresidential irrigation. Does not include a block 1 volume; the block 2 volume of water shall be the average monthly use by all nonresidential irrigation users by meter size for nonresidential irrigation services. The block 3 volume is the volume of water used in excess of block 2 volume.

(4) Schools. All water used will be charged at a block 1 rate.

(5) Industrial. All water used by industrial customers will be charged at a block 1 rate. An industrial customer is defined as a commercial facility that uses more than one million gallons per day (1.0 MGD) on average (annual volume divided by 365 days).

(6) Wholesale.

(A) The following water volume rate shall be applicable for those federal, state or local governments, governmental agencies or governmental subdivisions that are authorized to purchase water by city ordinance and enter into contracts with the city for wholesale purchases. The block 1 volume is the amount of water used up to 100% of the average winter consumption ("AWC") of the wholesale customer, the AWC being the average volume of water used as measured by the meter reading for the months of September, October, November, December, January and February, and updated in March of each respective year; the block 2 volume is the volume of water used in excess of the block 1 volume up to an additional 200% of the AWC (total of block 1 and block 2 is equal to 300% of the AWC); and the block 3 volume is the amount of water used in excess of the block 1 and block 2 volumes. For wholesale customers that do not have an AWC calculated for their



service, the AWC shall be established by contract based upon the average volume of water authorized in the contract for delivery in the months of September, October, November, December, January and February. Thereafter, an AWC shall be calculated based upon the volume of water actually used as provided for in this section. Solely for the purposes of wholesale customers, the water volume rate shall be 1.5 times the water volume rate for all other customers as set forth above, as applicable to each block.

(B) Nothing contained herein, absent agreement otherwise by the wholesale customer, shall affect existing valid and subsisting wholesale contracts by and between the city and wholesale customers. Any renewal or extension of such contract, other than renewals and extensions that may be exercised unilaterally by the wholesale customer, shall provide for the rates prescribed in this section.

(C) The rates prescribed herein for wholesale customers reflect the increased cost of service by the city for such customers, including without limitation, costs related to water distribution infrastructure and remote metering and service issues, standby water demands, and the impact of advancing the timing of water supply projects to meet additional water supply demands for wholesale customers.

(7) Fire hydrant. All non-fire use of water from a fire hydrant, including construction use, will be charged at a block 2 rate as established by this section.

(8) Affordable or average billing. Affordable or average billing may be offered to certain customers by policy approved by the city manager or his designee. The policy shall provide for an averaging methodology that ensures the city shall receive the total amount due over the course of a year, and that has a sign-up period between September and December of each year.

SECTION 15. THAT Subsection 22.03.090(a) of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

Sec. 22.03.090 Water service (water tap) connections

(a) The following fees shall be charged on all water installations requiring the following sizes of service connections:

- (1) For service connections of one inch and smaller: \$1,007.00.
- (2) For service connections of one and one-half inches: \$1,639.00.
- (3) For service connections of two inches: \$1,876.00.

SECTION 16. THAT Subsection 22.04.041(a) of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

Sec. 22.04.041 Rates charged for wastewater service

- (a) Effective October 1, 2021, the city, through the city manager, shall charge and collect from every customer and every customer shall pay a monthly base charge for wastewater service which shall be billed to all customers based upon the water meter size as follows:

<u>Meter Size</u>	<u>Wastewater Base Charge</u>
No meter - Commercial	\$62.65
Three-quarter inch (3/4") meter	\$16.55
One inch (1") meter and no meter residential	\$20.17
One and a half inch (1.5") meter	\$29.15
Two inch (2") meter	\$39.97
Three inch (3") meter	\$65.24
Four inch (4") meter	\$101.29
Six inch (6") meter	\$191.44
Eight inch (8") meter	\$299.59
Ten inch (10") meter	\$425.82

SECTION 17. THAT Subsection 22.04.045(a) of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 22.04.045 Fee for sewer service connections

- (a) The following fees shall be charged on all sewer installations (other than new construction) requiring service connections:

(1) For service connections 0 to 4 feet deep:	\$603.00
(2) For service connections 5 feet deep:	\$686.00
(3) For service connections 6 feet deep:	\$688.00



(4) For service connections 7 feet deep:	\$726.00
(5) For service connections 8 feet deep:	\$754.00
(6) For service connections 9, 10 or 11 feet deep:	\$755.00
(7) For service connections 12 feet deep:	\$862.00
(8) For service connections 13 feet deep:	\$864.00
(9) For service connections 14 feet deep:	\$867.00
(10) For service connections 15 feet deep:	\$1,368.00
(11) For service connections 16 feet deep:	\$1,446.00
(12) For service connections 17 feet deep:	\$1,524.00

SECTION 18. THAT Section 22.04.174 of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 22.04.174 Septic tank emptying

**Regulation 1. Permit required.** No septic tank, cesspool or chemical toilet, or any similar receptacle for waste storage shall be emptied at the Southeast Water Reclamation Plant or any other designated emptying site or its contents removed except by a person holding an annual transport permit from the city health official, as well as an annual disposal permit from the city's director of water utilities.

**Regulation 2. Sanitary requirements.** The permittee shall take all reasonable measures to prevent the development or existence of a nuisance or of any condition hazardous to health which can arise from his operations, and shall comply with the following:

- (1) Material taken from a septic tank, cesspool, chemical toilet, or any similar receptacle for waste storage shall be disposed of only in a manner and place approved by the health official. Approval shall be obtained at the time of issuance of the TCEQ permit, and no change in the approval procedure shall be made by the permittee without prior approval of the health official.
- (2) Every vehicle and all auxiliary equipment used for the transportation or handling of the contents of septic tanks, cesspools, chemical toilets or any similar waste storage receptacle shall be liquid tight, gastight, and soundproof, so that no foul material may spill or escape therefrom. Tanks on septic vehicles shall have a minimum capacity of seven hundred fifty (750) gallons, as per city health department regulations.
- (3) No vehicle or auxiliary equipment used for carrying, transporting or handling the contents of septic tanks, cesspools, chemical toilets or any similar waste storage receptacle shall be allowed to stand or remain near any occupied premises.
- (4) Vehicles and equipment shall be kept in a clean condition and shall not be opened longer than is necessary when in use.
- (5) Each vehicle used under this regulation shall have the permittee's TCEQ permit number visibly inscribed on the sides of the vehicle and the rear face in numerals not less than two (2) inches high.

(6) Mixing of incompatible wastes within the same container is prohibited. Transporters shall not use the same container or pumping equipment to collect or transport incompatible waste without first emptying and cleaning the container and equipment of all previously handled wastes. For purposes of this subsection, incompatible waste means wastes which have different processing, storage, or disposal requirements. However, transporters may mix wastes with different characteristics provided the facility to which the waste is being transported is authorized to store, process, or dispose of such waste mixture.

**Regulation 3. Waste control record.** Persons who collect and/or transport waste subject to control under this subchapter shall initiate and maintain a record of each individual collection and deposit. Such record shall be in the form of a manifest trip ticket or other similar documentation approved by the director of water utilities. The transporter shall provide the person who generates the waste a copy of the waste control record or other document showing receipt of waste and shall provide the facility operator a copy of all control records of wastes deposited. The transporter shall retain a copy of all records showing the collection and disposition of waste. Such copies shall be retained for three (3) years and made available to the director of water utilities upon request. The waste control record shall include:

- (1) Owner, address, telephone number, and TCEQ registration number of transporter;
- (2) Name, address, and telephone number of the person who generates the waste and date collected;
- (3) Type and amount of waste collected or transported;
- (4) Name of responsible person (driver) collecting, transporting, and depositing the waste;
- (5) Date and place where the waste was deposited;
- (6) Identification (permit application or site registration number, location, and operator) of the facility where the waste was deposited; and
- (7) Name and signature of facility representative acknowledging receipt of the waste and the amount of waste received.

**Regulation 4. Location of waste dumping.** Transporters shall deposit wastes at a facility designated by or acceptable to the generator of said wastes and the city where the operator of the facility agrees to receive the wastes.

- (1) Only true septage will be accepted at the Southeast Water Reclamation Plant. Grease trap waste and grit/sand trap wastes or any blending of grease and grit trap waste with septage shall not be accepted.
- (2) In the event of a discharge of waste during collection or transportation, the collector or transporter must take appropriate action to protect human health and the environment, e.g. notify local law enforcement, TCEQ, and the city health department as to size, nature, and location of the discharge area; clean up any waste discharge that occurs during transportation; or take such action as may be required or approved by federal, state, or local officials having jurisdiction so that the waste discharge no longer presents a public health or environmental problem. Transporters are responsible for reporting spills in accordance with requirements of the "State of Texas Oil and Hazardous Substance Spill Contingency Plan."

Regulation 5. Plant operation disposal hours. Transporters shall deposit wastes at the Southeast Water Reclamation Plant or other designated site only during the hours posted at the gate.

Regulation 6. Notification of waste dumping. Prior to dumping each tank truck, transporter shall stop at the gate, notify the facility operator, and allow inspection and sampling of the contents.

Regulation 7. Sampling, analysis, and charges. Samples of tank contents will be obtained and analyzed. Analysis will be performed and any results outside the acceptable analysis limits will be rejected and the TCEQ will be notified of the results. Tank truck companies will be surcharged for BOD and TSS.

Regulation 8. Load fees. Each truck load of seven hundred fifty (750) gallons or less will be assessed a minimum dump fee of thirty-seven dollars (\$37.00). Tank truck loads in excess of seven hundred fifty (750) gallons will be assessed a fee of thirty-seven dollars (\$37.00) plus Twenty cents (\$0.20) per one hundred (100) gallons over the seven hundred fifty (750) gallon minimum.

Regulation 9. Disposal permit fees. Annual disposal permits are obtainable from the SEWRP located at 3603 Guava Ave, 806-775-3221, at a cost of sixty dollars (\$60.00) per vehicle.

Regulation 10. Disposal permit renewal. Existing permits shall be renewed October 1st of each year beginning October 1, 1991. In the event a septic waste transporter applies for a new permit after October 1st, the permit fee of sixty dollars (\$60.00) will be prorated in order to include only the months of waste disposal. The permittee shall renew all permits on October 1st of each year thereafter.

Regulation 11. Transport permit fees. The following transport permits are obtainable from the city Environmental Health Department, 1314 Avenue K, 806-797-2951 at a cost of:

- (1) On-site sewage disposal system: \$61.00.
- (2) Commercial septic tank emptying: \$61.00.
- (3) Veterans administration loan inspection: \$21.00.

SECTION 19. THAT Section 22.06.051 of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

**Sec. 22.06.051 Dumping—Must be at designated place; rates**

(a) It shall be unlawful for any person to discharge, dump or unload any garbage, rubbish, refuse or other waste matter at any place within the city, or its jurisdiction, except at the designated city landfill or at such other place as may be designated by the department of sanitation.

(b) Persons desiring to dump such wastes as described above at the designated city landfill shall pay a charge per ton of waste dumped of thirty-seven dollars and twenty-five cents (\$37.25) plus any applicable state or federal fee or surcharges at landfill 2252 (West Texas Regional Disposal Facility) and thirty-two dollars and no cents at landfill 69 (Caliche Canyon) effective October 1, 2021. All special wastes that must be discharged, dumped or unloaded at the designated city landfill or at such other place as may be designated by the

solid waste department. Persons desiring to dump special wastes at the city landfill shall pay an additional charge per ton of waste dumped of seventy-one dollars and forty-two cents (\$71.42) plus any applicable state or federal fee or surcharge for waste generated outside of the city.

(c) Any person desiring to dump such wastes as described above whose vehicle is not covered in such a manner as to prevent the loss or spillage of such waste during transit shall be charged a surcharge of fifteen dollars (\$15.00) in addition to the above-listed charges.

(d) Those persons subject to the assessment set forth in section 22.06.185(a)(1) and (2) shall not be required to pay a dumping fee.

(e) It shall be unlawful for any person to dump any refuse at any city landfill without the payment of the prescribed fees and surcharges.

SECTION 20. THAT Subsection 22.06.185(a) of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 22.06.185 Amounts generally

(a) An assessment is hereby levied for removing garbage, rubbish and trash in accordance with the schedule listed in this section. This shall be the minimum assessment and any additional charges for extra pickups, extra service or extra containers which are now or may in the future be assessed shall be in addition to this charge.

(1) Residential (One unit): seventeen dollars (\$17.50) per month, effective October 1, 2021, plus any applicable state or federal fee or surcharge.

(2) Small commercial, churches, day nurseries, private schools, professional offices, home beauty shops, other customary home occupations, nursing homes, orphan, maternity and geriatric homes, lodges, sororities and fraternities generating less than twenty (20) cubic feet per pickup and sharing with at least 3 other business or residential units: Thirty-four dollars and fifty-one cent (\$34.51) per month effective October 1, 2021, plus any applicable state or federal fee or surcharge.

(3) Multifamily (more than four units with container), mobile home parks with container, commercial, institutional, hotels, dormitories, motels, hospitals, clinics, governmental agencies, and industrial:

<u>Container Size (Cubic Yards)</u>	<u>Monthly Charge</u>
2 or less	\$46.56
3	\$69.01
4	\$91.46
6	\$132.41
8	\$173.35

Plus any applicable state or federal fee or surcharge.

When two businesses share a dumpster, the monthly charge per container size is divided equally among the two businesses.

Roll-off containers shall be assessed a one hundred and twenty dollars (\$120.00) charge per pickup, \$3 dollar per day rental, and thirty-seven dollars and twenty-five cents (\$37.25) disposal fee per ton plus any applicable state or federal fee or surcharges, effective October 1, 2021.

Compactor containers shall be assessed a charge of one hundred and twenty dollars (\$120.00) per pickup in addition to thirty-seven dollars and twenty-five cents (\$37.25) disposal fee per ton plus any applicable state or federal fee or surcharges, effective October 1, 2021.

For the purpose of this section and its use herein, the word "container" shall mean a detachable container of heavy durable material subject to being moved by automation.

SECTION 21. THAT the proposed budgets of the following Component Units and Related Entities are accepted as presented by their Boards: Lubbock Economic Development Alliance, Market Lubbock, Inc., Civic Lubbock, Inc., and Vintage Township Public Facilities Corporation.

SECTION 22. THAT the City Council finds and declares that sufficient written notice of the date, hour, place and subject of this meeting of the Council was posted at a designated place convenient to the public at the Citizens Tower for the time required by law preceding this meeting, that such place of posting was readily accessible at all times to the general public, and that all of the foregoing was done as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents of posting hereof.

SECTION 23. THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method of publication as provided by law.

SECTION 24. THAT should any section, paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 25. THAT matters revised after the proposed budget was filed with the City Secretary are attached hereto as Exhibit G.

AND IT IS SO ORDERED

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

VOTING FOR PASSAGE:

VOTING AGAINST PASSAGE:

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Council members present but not voting:

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Council members absent:

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

VOTING FOR PASSAGE:

VOTING AGAINST PASSAGE:

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Council members present but not voting:

Council members absent:

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**DANIEL M. POPE, MAYOR**

**ATTEST:**

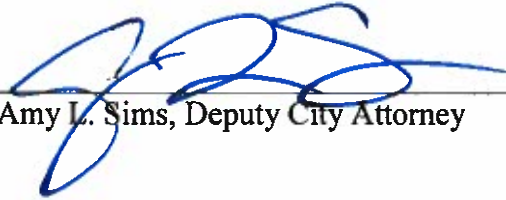
\_\_\_\_\_  
Rebecca Garza, City Secretary

**APPROVED AS TO CONTENT:**



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

**APPROVED AS TO FORM:**



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Amy L. Sims, Deputy City Attorney



# Exhibit B - All Funds Summary

	Budget
	FY 2021-22
<b>General Fund Revenue Sources</b>	
Taxes	
Property Taxes	\$ 73,560,749
Delinquent Taxes/Penalties & Interest	727,111
Sales Tax	80,864,363
Mixed Beverage Tax	1,463,100
Bingo Tax	270,578
Suddenlink	1,722,891
Xcel Energy	245,000
Atmos	3,502,188
South Plains Electric Coop.	1,668,725
West Texas Gas	17,896
Franchise Fee	21,505,773
Telecom ROW	1,690,000
Development Services	268,060
General Government	174,940
City Secretary	344,100
Public Safety	690,839
Public Works/Solid Waste	26,586,532
Public Health	71,645
Animal Shelter	84,600
Cultural/Recreational	908,854
Museum	306,725
Licenses and Permits	4,554,942
Intergovernmental	496,038
Fines and Forfeitures	2,133,188
Interest Earnings	1,273,900
In Lieu of Property Tax	11,228,011
Rental	18,441
Recoveries of Expenditures	822,426
Oil and Gas Royalties	327,775
Other	289,049
Transfers from LP&L	1,896,328
Transfers from Water/Wastewater Fund	2,691,625
Transfers from Airport Fund	1,983,662
Transfers from Risk Fund	178,400
Transfers from Stormwater	605,412
<b>Total General Fund Revenue</b>	<b>\$ 245,173,865</b>
Use of Excess Reserves	5,040,544

## Exhibit B - All Funds Summary

	Budget FY 2021-22
<b>General Fund Appropriation Units</b>	
Administrative Services:	
City Attorney	\$ 2,254,314
City Council	647,597
City Manager	1,780,485
City Secretary	1,954,373
Facilities Management	3,941,527
Finance	3,079,694
Human Resources	980,067
Internal Audit	383,626
Non-departmental	1,814,864
Communications and Marketing and Call Center	813,822
<b>Administrative Services Appropriation</b>	<b>17,650,369</b>
Cultural and Recreation Services:	
Library	3,863,731
Cultural Arts	1,246,833
Parks and Recreation	11,891,848
<b>Cultural and Recreation Services Appropriation</b>	<b>17,002,412</b>
Development Services:	
Building Safety	2,579,433
Code Enforcement	2,866,310
Environmental Health	1,026,017
Planning	992,530
<b>Development Services Appropriation</b>	<b>7,464,290</b>
Public Works/Solid Waste:	
Engineering	694,269
Solid Waste	23,568,187
Streets	5,167,152
Traffic	3,921,826
<b>Public Works/Solid Waste Appropriation</b>	<b>33,351,434</b>
Public Safety and Health Services:	
Animal Services	2,556,606
Fire	57,853,916
Municipal Court	1,900,770
Police	77,305,055
Public Health	1,959,593
<b>Public Safety &amp; Health Services Appropriation</b>	<b>141,575,940</b>
Other Appropriation:	
Transfers	29,193,389
Payroll Accrual/Other Adjustments *	3,976,575
<b>Other Appropriation</b>	<b>33,169,964</b>
<b>Total General Fund Appropriation</b>	<b>\$ 250,214,409</b>

\* Raises are included in payroll lump sum amount and will be spread to each cost center; therefore budgets for individual cost centers will change to adjust for this.

# Exhibit B - All Funds Summary

	Budget FY 2021-22
<b>Debt Service Fund Revenue Sources</b>	
Tax Collection	\$ 23,320,012
Interest on Investments	86,660
Transfer from Solid Waste	2,025,175
Transfer from North Overton TIF	3,107,871
Transfer from CBD TIF	941,828
Transfer from Hotel Tax Fund	91,500
Transfer from Gateway	8,783,613
Transfer from LP&L - Citizens Tower	1,141,406
Transfer from Water - Citizens Tower	146,733
Transfer from Storm Water (Street Maintenance)	1,052,379
<b>Total Debt Service Fund Revenue</b>	<b>40,697,176</b>
Use of Excess Reserves	2,430,187
<b>Debt Service Fund Expenditures</b>	
General Obligation Bonds	25,837,710
Solid Waste	2,025,175
North Overton TIF	3,107,871
CBD TIF	941,828
Gateway	8,783,613
Storm Water (Street Maintenance)	1,052,379
Hotel Tax	91,500
SIB Loan	631,606
Fiscal Agent Fees	14,000
Bond Sale Charges	200,000
Transfer to Civic Centers	441,681
<b>Total Debt Service Fund Appropriation</b>	<b>43,127,363</b>
<b>Fleet Services Fund</b>	
Total Fleet Service Fund Revenue	8,412,638
Total Fleet Service Fund Appropriation	8,309,842
<b>Health Benefits Fund</b>	
Total Health Benefits Fund Revenue	36,804,186
Use of Excess Reserves	1,562,166
Total Health Benefits Fund Appropriation	38,366,352
<b>Information Technology Fund</b>	
Total Information Technology Revenue	10,206,879
Use of Excess Reserves	138,451
Total Information Technology Appropriation	10,345,330
<b>Telecommunications Fund</b>	
Total Telecommunications Revenue	1,532,445
Use of Excess Reserves	10,958
Total Telecommunications Appropriation	1,543,403
<b>GIS and Data Services Fund</b>	
Total GIS & Data Services Revenue	900,695
Use of Excess Reserves	51,748
Total GIS & Data Services Appropriation	952,443
<b>Radio Shop Fund</b>	
Total Radio Shop Revenue	2,578,148
Total Radio Shop Appropriation	2,452,934
<b>Investment Pool Fund</b>	
Total Investment Pool Fund Revenue	200,331
Total Investment Pool Fund Appropriation	200,331
<b>Print Shop and Warehouse Fund</b>	
Total Print Shop and Warehouse Fund Revenue	496,297
Use of Excess Reserves	180,660
Total Print Shop and Warehouse Fund Appropriation	676,957
<b>Risk Management Fund</b>	
Total Risk Management Fund Revenue	12,278,947
Use of Excess Reserves	581,528
Total Risk Management Fund Appropriation	12,860,475

# Exhibit B - All Funds Summary

	Budget FY 2021-22
<b>Airport Fund</b>	
Total Airport Fund Revenue	\$ 12,301,311
Total Airport Fund Appropriation	12,301,311
<b>Cemetery Fund</b>	
Total Cemetery Fund Revenue	702,110
Transfer from General Fund	100,003
Total Cemetery Fund Appropriation	802,113
<b>Civic Centers Fund</b>	
Total Civic Center Fund Revenue	543,300
Transfer from HOT Fund	1,895,411
Transfer from Debt Service Fund	441,681
Use of Excess Reserves	310,025
Total Civic Center Fund Appropriation	3,190,417
<b>Lake Alan Henry Fund</b>	
Total Lake Alan Henry Fund Revenue	640,788
Total Lake Alan Henry Fund Appropriation	637,639
<b>Lubbock Power and Light Fund</b>	
Total Lubbock Power and Light Fund Revenue	300,695,182
Transfer from Debt Service Fund	1,551,525
Transfer from Other Funds	1,713,786
Use of Excess Reserves	3,721,532
Total Lubbock Power and Light Fund Appropriation	307,682,025
<b>Storm Water Utility Fund</b>	
Total Storm Water Utility Fund Revenue	24,412,998
Use of Excess Reserves	1,704,112
Total Storm Water Utility Fund Appropriation	26,117,110
<b>Transit Fund</b>	
Total Transit Fund Revenue	13,152,124
Transfer from General Fund	1,629,236
Transfer from Economic Development Fund	400,000
Total Transit Fund Appropriation	15,181,360
<b>Water/Wastewater Utility Fund</b>	
Total Water/Wastewater Utility Fund Revenue	144,256,101
Transfer from Other Fund	107,912
Use of Excess Reserves	12,219,217
Total Water/Wastewater Utility Fund Appropriation	156,583,230
<b>Abandoned Vehicle Fund</b>	
Total Abandoned Vehicle Fund Revenue	1,004,310
Use of Excess Reserves	26,790
Total Abandoned Vehicle Fund Appropriation	1,031,100
<b>Animal Assistance Program</b>	
Total Animal Assistance Program Fund Revenue	263,490
Use of Excess Reserves	20,510
Total Animal Assistance Program Fund Appropriation	284,000
<b>Bell Farms PID</b>	
Total Bell Farms PID Fund Revenue	192,281
Total Bell Farms PID Fund Appropriation	121,385
<b>Cable Services Fund</b>	
Total Cable Services Fund Revenue	524,181
Total Cable Services Fund Appropriation	167,033
<b>Central Business District TIF Fund</b>	
Total Central Business District TIF Fund Revenue	1,534,680
Total Central Business District TIF Fund Appropriation	1,448,354
<b>Community Development Fund</b>	
Total Community Development Fund Revenue	9,913,812
Total Community Development Fund Appropriation	9,913,812

# Exhibit B - All Funds Summary

	Budget FY 2021-22
<b>Criminal Investigation Fund</b>	
Total Criminal Investigation Fund Revenue	\$ 136,550
Use of Excess Reserves	128,450
Total Criminal Investigation Fund Appropriation	265,000
<b>Department of Justice Asset Sharing</b>	
Total Department of Justice Asset Sharing Revenue	440
Use of Excess Reserves	36,560
Total Department of Justice Asset Sharing Appropriation	37,000
<b>Economic Development Fund</b>	
Total Economic Development Fund Revenue	4,308,884
Transfer from General Fund	587
Total Economic Development Fund Appropriation	4,309,471
<b>Gateway Streets Fund</b>	
Total Gateway Streets Fund Revenue	179,123
Transfer from General Fund	8,837,078
Use of Excess Reserves	397,778
Total Gateway Streets Fund Appropriation	9,413,979
<b>Grants</b>	
Total Grant Revenue	4,723,921
Total Grant Appropriation	4,723,921
<b>Hotel Occupancy Tax Fund</b>	
Total Hotel Motel Tax Fund Revenue	6,800,000
Total Hotel Motel Tax Fund Appropriation	6,800,000
<b>Lubbock Business Park TIF</b>	
Total Lubbock Business Park TIF Revenue	642,760
Total Lubbock Business Park TIF Appropriation	22,962
<b>Lubbock Economic Development Alliance Fund</b>	
Total Lubbock Economic Development Alliance Fund Revenue	7,344,980
Total Lubbock Economic Development Alliance Fund Appropriation	7,344,980
<b>Municipal Court Fund</b>	
Total Municipal Court Fund Revenue	205,637
Use of Excess Reserves	19,338
Total Municipal Court Fund Appropriation	224,975
<b>North and East Lubbock Neighborhood and Infrastructure Fund</b>	
Transfer from General Fund	294,998
Total North and East Lubbock Neighborhood Fund Appropriation	294,998
<b>North Overton Public Improvement District Fund</b>	
Total North Overton Public Improvement District Fund Revenue	832,346
Total North Overton Public Improvement District Fund Appropriation	808,284
<b>North Overton Tax Increment Fund</b>	
Total North Overton Tax Increment Fund Revenue	4,940,547
Transfer from Hotel Motel Tax	335,277
Total North Overton Tax Increment Fund Appropriation	4,133,938
<b>North Point Public Improvement District Fund</b>	
Total North Point Public Improvement District Fund Revenue	263,928
Total North Point Public Improvement District Fund Appropriation	247,017
<b>Quincy Park Public Improvement District Fund</b>	
Total Quincy Park Public Improvement District Fund Revenue	209,913
Total Quincy Park Public Improvement District Fund Appropriation	197,846
<b>Truancy Prevention and Diversion Fund</b>	
Total Juvenile Case Manager Fund Revenue	89,915
Total Juvenile Case Manager Fund Appropriation	82,500
<b>Upland Crossing Public Improvement District Fund</b>	
Total Upland Crossing Public Improvement District Fund Revenue	48,500
Total Upland Crossing Public Improvement District Fund Appropriation	9,458
<b>Valencia Public Improvement District Fund</b>	
Total Valencia Public Improvement District Fund Revenue	56,734
Use of Excess Reserves	17,331
Total Valencia Public Improvement District Fund Appropriation	74,065

## Exhibit B - All Funds Summary

	<b>Budget FY 2021-22</b>
<b>Vintage Township Public Improvement District Fund</b>	
Total Vintage Township Public Improvement District Fund Revenue	\$ 199,900
Total Vintage Township Public Improvement District Fund Appropriation	199,900
<b>Lubbock Economic Development Alliance</b>	
Total Lubbock Economic Development Alliance Revenue	8,415,980
Use of Non-Cash Assets - Land	2,531,448
Use of Excess Reserve	1,417,572
Total Lubbock Economic Development Alliance Appropriation	12,365,000
<b>Market Lubbock, Inc.</b>	
Total Market Lubbock, Inc. Revenue	3,726,541
Use of Excess Reserve	284,409
Total Market Lubbock Inc. Appropriation	4,010,950
<b>Market Lubbock, Inc. - Visit Lubbock, Inc.</b>	
Total Market Lubbock, Inc. - Visit Lubbock, Inc. Revenue	2,903,331
Use of Excess Reserve	606,511
Total Market Lubbock Inc. - Visit Lubbock, Inc. Appropriation	3,509,842
<b>Market Lubbock, Inc. - Sports Authority</b>	
Total Market Lubbock, Inc. - Sports Authority Revenue	1,462,020
Use of Excess Reserve	191,530
Total Market Lubbock Inc. - Sports Authority Appropriation	1,653,550
<b>Civic Lubbock, Inc.</b>	
Total Civic Lubbock, Inc. Revenue	1,234,320
Total Civic Lubbock, Inc. Appropriation	1,234,320
<b>Vintage Township Public Facilities Corporation</b>	
Total Vintage Township Public Facilities Corporation Revenue	184,928
Total Vintage Township Public Facilities Corporation Appropriation	184,928

# Exhibit C - Transfers Summary

To	From	Description	Amount
Airport Capital Projects Fund	Airport Enterprise Fund	Airport Cash Funded Capital	\$ 624,000
Airport Enterprise Fund	Airport CFC Fund	Airport CFC Debt Service	1,050,420
Airport Enterprise Fund	Airport PFC Fund	Airport PFC Debt Service	1,326,498
Cemetery Enterprise Fund	General Fund	Cemetery Operations	325,433
Central Business District TIF Capital	Central Business District TIF	CBD TIF Cash Funded Capital	100,000
Civic Center Enterprise Fund	Hotel Occupancy Tax Fund	Civic Center Operations/Marketing	1,895,411
Civic Center Enterprise Fund	Debt Service Fund	Debt Service Payment	441,681
Civic Center Capital Projects Fund	Civic Center Enterprise Fund	Civic Center Cash Funded Capital	253,612
Debt Service Fund	General Fund (Solid Waste)	Debt Service Payment	2,025,175
Debt Service Fund	North Overton TIF	Debt Service Payment	3,107,871
Debt Service Fund	Central Business District TIF	Debt Service Payment	941,828
Debt Service Fund	Hotel Occupancy Tax Fund	Debt Service Payment	91,500
Debt Service Fund	Gateway Streets Fund	Debt Service Payment	8,783,613
Debt Service Fund	Stormwater Enterprise Fund	Debt Service Payment	1,052,379
Debt Service Fund	Lubbock Power & Light	Debt Service Payment - Citizen Tower	1,141,406
Debt Service Fund	Water/Wastewater Enterprise Fund	Debt Service Payment - Citizen Tower	146,733
Economic Development Fund	General Fund	Economic Development Operations	79,550
Fleet Capital Projects Fund	Cemetery Enterprise Fund	Cemetery Cash Funded Capital (Vehicles)	8,000
Fleet Capital Projects Fund	Water/Wastewater Enterprise Fund	Water/Wastewater Cash Funded Capital (Vehicles)	739,000
Fleet Capital Projects Fund	Stormwater Enterprise Fund	Stormwater Cash Funded Capital (Vehicles)	111,000
Fleet Capital Projects Fund	Information Technology Fund	IT Cash Funded Capital (Vehicles)	30,000
Fleet Capital Projects Fund	General Fund	General Fund Cash Funded Capital (Vehicles)	919,978
Fleet Capital Projects Fund	General Fund (Solid Waste)	General Fund Cash Funded Capital (Vehicles)	1,983,000
Fleet Vehicle Replacement Fund	Water/Wastewater Enterprise Fund	Vehicle Replacement Fund	208,327
Fleet Vehicle Replacement Fund	Civic Center Enterprise Fund	Vehicle Replacement Fund	3,017
Fleet Vehicle Replacement Fund	Stormwater Enterprise Fund	Vehicle Replacement Fund	168,253
Fleet Vehicle Replacement Fund	Fleet Maintenance Fund	Vehicle Replacement Fund	22,607
Gateway Streets Fund	General Fund	Gateway Operations & Debt	8,837,078
Gateway Streets Capital Projects Fund	Gateway Streets Fund	Gateway Streets Cash Funded Capital	630,366
General Facilities System Improvements Capital Projects	General Fund	General Fund Cash Funded Capital	2,201,100
General Capital - Solid Waste Capital Projects	General Fund	General Fund Cash Funded Capital	1,174,579
General Fund	Lubbock Power & Light	Indirect Cost	1,895,328
General Fund	Water/Wastewater Enterprise Fund	Indirect Cost	1,806,972
General Fund	Water/Wastewater Enterprise Fund	Paved Streets	884,653
General Fund	Airport Enterprise Fund	Indirect Cost	387,815
General Fund	Airport Enterprise Fund	Aircraft Rescue Fire Fighting (ARFF)	1,595,847
General Fund	Stormwater Enterprise Fund	Indirect Cost	258,567
General Fund	Stormwater Enterprise Fund	Playa Lake	346,845
General Fund	Risk Management Fund	Organizational Development	178,400
Grant Fund	Transit Enterprise Fund	Transit Operations	1,210,801
Lubbock Power & Light	Water/Wastewater Enterprise Fund	Utility Collections	3,806,449
Lubbock Power & Light	Stormwater Enterprise Fund	Utility Collections	1,170,871
Lubbock Power & Light	General Fund	Utility Collections-Solid Waste CC	1,170,871
Lubbock Power & Light	General Fund	Debt Service Payment/Citizen Tower-Solid Waste CC	97,385
Lubbock Power & Light	General Fund	Debt Service Payment/CIS-Solid Waste CC	180,995
Lubbock Power & Light	Water/Wastewater Enterprise Fund	Debt Service Payment - Citizen Tower	316,593
Lubbock Power & Light	Water/Wastewater Enterprise Fund	Debt Service Payment - Customer Info System	588,405
Lubbock Power & Light	Water/Wastewater Enterprise Fund	Debt Service Payment - Vehicle Replacement	57,056
Lubbock Power & Light	Water/Wastewater Enterprise Fund	Debt Service Payment - AMI Debt	178,838
Lubbock Power & Light	Water/Wastewater Enterprise Fund	Debt Service Payment - Capital Purchase	16,136
Lubbock Power & Light	Stormwater Enterprise Fund	Debt Service Payment - Citizen Tower	97,385
Lubbock Power & Light	Stormwater Enterprise Fund	Debt Service Payment - Customer Info System	180,995
Lubbock Power & Light Capital Project Fund	Lubbock Power & Light	LP&L Cash Funded Capital	20,969,731
North & East Lbk Ngbhd & Infrstr	General Fund	North & East Lubbock Operations	294,998
North Overton TIF	Hotel Occupancy Tax Fund	North Overton TIF	335,277
North Overton TIF Capital	North Overton TIF	North Overton Cash Funded Capital	1,000,000
Parks Capital Projects	General Fund	General Fund Cash Funded Capital	1,446,015
Stormwater Capital Projects Fund	Stormwater Enterprise Fund	Stormwater Cash Funded Capital	5,769,293
Streets Capital Projects	General Fund	General Fund Cash Funded Capital	12,485,000
Traffic Control System Capital Projects	General Fund	General Fund Cash Funded Capital	975,000
Transit Enterprise Fund	General Fund	Transit Operations	1,629,237
Transit Enterprise Fund	Economic Development Fund	Transit Operations	400,000
Vintage Township Public Facilities Corporation	Vintage Township PID	Debt Service Payment	184,928
Water/Wastewater Capital Project Fund	Water/Wastewater Enterprise Fund	Water Cash Funded Capital	19,560,328
Water/Wastewater Capital Project Fund	Water/Wastewater Enterprise Fund	Wastewater Cash Funded Capital	7,098,784
Water/Wastewater Enterprise Fund	Lake Alan Henry Fund	Lake Alan Henry Debt Service	107,912

# Exhibit D - Capital Program Summary

Project Number	Project Name	Appropriation to Date	Appropriation FY 2021-22
8550	Golf Course Improvements	\$ 837,149	53,400
8555	Sanitary Sewer Manhole Adjustments	600,000	-
8595	Storm Water Master Plan	2,250,000	-
8606	FEMA Restudy - Systems B,C,D	900,000	-
8610	Remove and Reseal All Joints in Concrete	2,067,500	5,732,386
8614	Asset Management	1,440,000	300,000
8615	Transmission Line & Easement Maintenance	500,000	450,000
8616	Terminal Apron Maintenance	4,315,083	-
8622	Pressure Zone Delineation and Valve Repair Project	495,000	-
8624	Locate and Repair Water Valves	1,400,000	600,000
8625	Field Asset Inventory & Data Verification	2,350,862	-
8626	Distribution Planning	680,000	-
8628	Digital Orthophotography	620,000	185,000
8629	Civic Center Exterior Repair and Upgrade	591,000	-
8630	Park Amenities	583,566	168,820
8631	Convention Center Hotel Project	114,048	-
8633	Comprehensive Plan Implementation	625,000	-
8634	City Council Initiatives	125,000	-
8637	Abernathy Landfill - Gate House Renovations	170,000	7,400
8638	Canyon and Playa Lakes Restoration and Restudy	250,000	-
8639	Future Infrastructure Funding Study	366,500	-
8646	Public Safety CAD, Mobile, and RMS Software	100,000	4,000,000
8647	Outer Route (Loop 88) Segments 1 & 2	609,700	-
8648	Airfield Pavement Maintenance	809,690	-
8649	Fire Hydrant Repair & Replacement	650,000	-
8652	Upgrade Traffic Signal at 4th Street & Indiana Ave	13,188	-
8654	Land Application Closure Evaluation	300,000	-
8655	Topographic Information Acquisition	250,000	-
8656	Parks Master Plan	310,000	-
8658	Downtown On Street Parking Conversion	75,000	-
8659	Downtown One Way to Two Way Street Conversion	400,000	400,000
8660	Parking Master Plan	100,000	-
8661	Historic District Designation	200,000	100,000
8662	McAlister Park Planning and Support Funds	100,000	-
8663	Future Comprehensive Plan Implementation	-	120,000
8664	FY 2021-22 Comprehensive Zoning Map Analysis	-	75,000
8665	Document Management System	-	215,000
8666	Large Water Line Assessment and Repair	-	275,000
92174	Northwest Lubbock and Macey Park Project	77,250,000	-
92238	Facility Maintenance Fund	1,416,000	93,500
92254	North Overton TIF Public Improvements	3,397,031	-
92318	Major Sanitary Sewer Mains Rehabilitation	16,500,000	-
92329	Codes and Env. Health Software Replacement	280,000	-



# Exhibit D - Capital Program Summary

Project Number	Project Name	Appropriation to Date	Appropriation FY 2021-22
92331	Fiber optic Communications	1,600,000	1,000,000
92349	Communications System Expansion	1,050,000	-
92353	South Lubbock Water Treatment Plant Expansion	3,500,000	-
92359	Facility Roof Replacements	1,358,000	535,300
92361	Terminal Building Remodel	44,953,480	-
92362	Buddy Holly Center Renovations Phase II	564,380	45,000
92367	Municipal Square Repairs	566,511	-
92368	CBD TIF Special Projects	507,024	-
92369	Municipal Facilities Replacements/Renovations	62,500,000	-
92380	Feeder Circuits - Northwest	1,384,200	-
92399	Gateways	4,500,000	-
92403	69/115kV Line Rebuild: Thompson-Vicksburg	4,175,000	-
92404	115kV Line Construction: Northwest-Mackenzie	17,964,247	-
92405	69/115kV Line Rebuild: Chalker-Thompson	5,770,000	-
92407	Southeast Substation Expansion	2,955,000	-
92432	Utility Infrastructure Upgrades/Relocations	1,500,000	-
92435	Street Maintenance Program	34,944,470	-
92444	SEWRP Improvements Plant 3	11,131,267	-
92445	SEWRP Transformer Rehabilitation	3,500,000	-
92448	Water Reclamation Plant Replacements	2,000,000	250,000
92450	Lowhead C Pump Station and Supply Line	23,598,161	-
92452	Elevated Storage Tanks	14,001,839	-
92457	CSIS and Workforce Management System	34,685,000	-
92460	69/115kV Line Rebuild: Erskine-Mackenzie	4,280,000	-
92464	Yellow House Canyon Substation	13,560,000	-
92466	Autotransformer - Co-op	5,150,000	-
92468	Autotransformer - Mackenzie	6,000,000	-
92469	Substation Rebuild - Holly	7,150,000	-
92470	Substation Rebuild - Oliver	6,800,000	-
92473	Posey Substation	19,900,000	-
92474	Yellow House Canyon 345/115 kV Transformers	10,260,000	-
92475	Dunbar 345/115kV Transformers	10,840,000	-
92477	69/115kV Line Rebuild: Holly-Southeast	9,500,000	-
92478	69/115kV Line Rebuild: Holly-Slaton	6,570,000	-
92480	69/115kV Line Rebuild: Southeast-Oliver	4,900,000	-
92484	Substation Upgrades	5,350,000	-
92510	Upland Avenue - 66th Street to 82nd Street	6,360,311	-
92513	Pumping System Improvements Phase II	2,000,000	500,000
92514	Sewer Lines Ahead of Street Paving	750,000	800,000
92516	Transportation Improvements/Unimproved Roads	2,300,000	-
92518	Storm Water System Improvements	2,455,265	700,000
92533	Posey to Southeast 115kV Line	7,400,000	-
92537	GIS Software Upgrades and Interfaces	1,765,000	420,000

# Exhibit D - Capital Program Summary

Project Number	Project Name	Appropriation to Date	Appropriation FY 2021-22
92539	Water Treatment Plant Improvements Phase III	16,808,319	-
92541	South Lubbock Sanitary Sewer Expansion Phase III	6,124,649	-
92545	Fleet Vehicle Replacement FY 17-18	313,568	-
92551	Public Safety Improvements Project	55,882,000	-
92557	Landfill 69 Gas Collection System Replacement	344,730	-
92558	Landfill 69 Groundwater Remediation	500,000	375,000
92565	Garden and Arts Center Exterior Renovations	280,000	15,000
92567	Dock and Bridge Replacement	300,550	149,675
92569	Backup Power at Signalized Intersections	200,000	100,000
92570	American Disability Act Ramp and Sidewalk Project	525,000	250,000
92572	Municipal Hill Car Wash FY 18-19	250,000	-
92578	Enterprise Resource Planning System	2,500,000	-
92579	Airport Property Improvements	1,200,000	300,000
92580	Cemetery Capital Improvements	80,000	-
92583	Automated Metering Infrastructure	20,635,000	-
92585	Annexation Water Lines for Fire Protection	6,500,000	-
92586	Dunbar-Manhattan Heights Underground Conversion	1,210,000	-
92587	Loop 88 Sewer Line Relocation	1,609,132	-
92588	Loop 88 Water Line Relocations	1,500,000	-
92589	Water Line Upsizing for Development	150,000	-
92590	Sewer Line Upsizing for Development	200,000	-
92591	Lift Station Rehabilitation	240,000	300,000
92592	Large Valve Project	1,500,000	-
92593	Roy Furr Pioneer Park	2,000,000	-
92605	Operations System Upgrades	815,000	300,000
92606	South Plains Mall Expansion	835,000	-
92608	Red Raider Substation Distribution Feeders	4,000,000	1,565,000
92609	Blackwater Draw to Folsom Point 345kV Line	42,320,000	-
92610	Blackwater Draw to Double Mountain 345kV Line	57,091,522	-
92611	Double Mountain to Fiddlewood 345kV Line	24,980,000	-
92614	Acquire Snow Removal Equipment	846,202	-
92616	East Side T-Hangars	200,000	-
92617	Roberts County Well Field New Transmission Line	1,000,000	500,000
92619	Construct Federal Inspection Services Facility	2,750,000	-
92620	Civic Center Parking Lot Repair	543,785	-
92621	Amphitheatre Erosion Renovations	254,650	-
92622	Civic Center Rebranding Project	353,320	-
92624	Burgess Rushing Tennis Center Pickleball Courts	262,260	-
92625	Indiana Avenue from 130th Street to 146th Street	8,100,000	-
92634	LP&L - GIS Office Renovations	1,115,000	-
92635	Substation Rebuild - Northeast	1,800,000	-
92648	Zetron Fire Paging Replacement	800,000	-
92649	Upland Avenue from 82nd Street to 98th Street	750,000	1,000,000

# Exhibit D - Capital Program Summary

Project Number	Project Name	Appropriation to Date	Appropriation FY 2021-22
92651	Wausau Avenue from MSF to 82nd St.	950,594	-
92652	Solid Waste Vehicle Replacement FY 2019-20	2,985,000	-
92653	Storm Water Rehabilitation and Maintenance	1,000,000	500,000
92654	Upland Ave and 66th St Playa Drainage Imp.	1,300,000	4,000,000
92655	North Quaker and Clovis Drainage Project	1,250,000	-
92656	SEWRP Effluent Pump Station #2 Improvements	500,000	6,000,000
92657	Downtown Sewer Line Replacement	900,000	-
92658	Bailey County Electrical Improvements	7,500,000	-
92659	Low Pressure Supply Line Lining Project	7,000,000	-
92660	NWTP 8 MG Ground Storage Tank	9,850,000	-
92661	Posey to Oliver 115kV Line	14,970,000	-
92662	Dunbar Station Work	1,000,000	-
92663	Yellow House Canyon Station Work	1,000,000	-
92664	Oliver Station Work	750,000	-
92665	Southeast Station Work	750,000	-
92666	Dunbar Substation Work	10,302,434	-
92668	Wadsworth Relay Upgrade	1,100,000	-
92669	114th Street - Slide Road to Quaker Avenue	8,500,000	-
92670	114th Street - Quaker Ave to Indiana Ave - Design	1,151,000	-
92671	Ivory Street	3,265,503	-
92672	Parking Garage	7,961,294	-
92673	Upland Avenue 98th Street to 114th Street	100,000	700,000
92674	SEWRP Improvements Plant 3 Nutrient Removal	500,000	-
92675	Roof Repair and Replacement	774,000	324,000
92676	General Fund Vehicle Replacement FY 20-21	1,755,000	-
92677	Water/Wastewater Vehicle Replacement FY 20-21	672,000	-
92678	Storm Water Vehicle Replacement FY 20-21	310,000	-
92679	Solid Waste Vehicle Replacement FY 20-21 Tax Notes	1,290,000	-
92680	Substation Capacity Upgrade - Northeast	600,000	7,555,000
92681	ERCOT Conversion Work	450,000	-
92682	Program 69-115 Voltage Conversion	1,075,000	-
92683	FY 2020-2023 Service Distribution Meters	226,000	235,000
92684	FY 2020-23 Distribution Transformers	3,500,000	2,200,000
92685	FY 2020-2023 Distribution System Upgrade	5,625,000	2,250,000
92686	FY 2020-23 Overhead Lines	2,424,000	2,424,000
92687	FY 2020-23 Street Lights	484,600	550,000
92688	FY 2020-23 Underground Distribution	2,876,500	2,965,500
92689	ERCOT - TDSP	1,500,000	7,365,000
92690	East Broadway Series Street Light Conversion	420,000	300,000
92691	FY 2020-21 Vehicles and Equipment	2,667,500	-
92692	FY 2020-21 Transmission Crew Vehicles & Equipment	2,150,000	-
92693	Distribution System Upgrade-Improvements-Expansion	4,936,674	6,445,000
92694	Substation 25kV Capacity Upgrades	4,030,000	-

# Exhibit D - Capital Program Summary

Project Number	Project Name	Appropriation to Date	Appropriation FY 2021-22
92695	Downtown Redevelopment	650,000	1,725,000
92697	Street Maintenance 2021	10,855,015	11,000,000
92698	Transfer Station	230,000	1,275,000
92699	SEWRP Plant # 4 Secondary Clarifier Rehabilitation	900,000	-
92700	South Lubbock Sanitary Sewer Extension Phase IV	75,000	2,200,000
92701	Major Sewer Line Condition Assessment and Repair	1,000,000	3,000,000
92702	East Lubbock Future Expansion	500,000	500,000
92703	Civic Center Convention Center Hotel	106,500	-
92704	North Overton TIF Street Upgrade/Replacement	600,000	1,000,000
92705	Outdoor Warning Siren System	980,436	-
92706	Neighborhood Plan Development and Implementation	250,000	-
92707	Public Health Facility	2,000,000	8,111,342
92708	Memphis Avenue Drainage Improvements	120,583	-
92709	Reese Air Force Water line	1,416,931	-
92710	Fiddlewood to Farmland 345kV Transmission Line	8,000,000	-
92711	Fire Station 20	7,645,000	-
92712	Transportation Improvements/Unpaved Roads	9,000,000	-
92713	Erskine Street	11,300,000	-
92714	Warehouse Replacement	-	152,300
92715	Citizens Tower West Plaza	-	450,000
92716	Municipal Parking Garage Plaza	-	500,000
92717	Replace ARFF Vehicle	-	800,000
92718	Park Playgrounds Phase II	-	740,000
92719	Parks Unimproved Roads	-	400,000
92720	General Fund Vehicle Replacement FY 21-22	-	2,902,978
92721	Solid Waste Vehicle Replacement FY 21-22 Tax Notes	-	1,100,000
92722	General Fund Vehicle Replacement FY 21-22 - ARPA	-	5,928,000
92723	Cemetery Fund Vehicle Replacement FY 21-22	-	8,000
92724	Water/Wastewater Vehicle Replacement FY 21-22	-	739,000
92725	Storm Water Vehicle Replacement FY 21-22	-	111,000
92726	IT Vehicle Replacement FY 21-22	-	30,000
92727	Substation Capacity Upgrade - Co-op	-	5,670,000
92728	Substation Capacity Upgrade - Thompson	-	2,740,000
92729	Substation Capacity Upgrade - Vicksburg	-	8,660,000
92730	Cooke Facility Remodel	-	205,000
92731	Yellowhouse Substation Capacity Upgrade	-	1,335,000
92732	McDonald Substation Capacity Upgrade	-	1,410,000
92733	DNV-GL Cascade Upgrades	-	250,000
92734	Additional COLU Phone Lines	-	202,246
92735	FY 2021-22 Vehicles and Equipment	-	2,625,000
92736	Cooke GT3 Control System Replacement	-	900,000
92737	114th Street - Quaker Avenue to Indiana Avenue	-	3,000,000
92738	Pedestrian and Cyclist Enhancements	-	160,000

# Exhibit D - Capital Program Summary

<b>Project Number</b>	<b>Project Name</b>	<b>Appropriation to Date</b>	<b>Appropriation FY 2021-22</b>
92739	Iola Avenue From 122nd St. to FM 1585	-	75,000
92740	Canyon Lakes Connectivity	-	75,000
92741	Fiber Optic Expansion Continuation	-	50,000
92742	Traffic Signal FY21-22 through FY25-26	-	350,000
92743	Playa Lake 054 Lateral Extension	-	500,000
92744	Sewer Ahead of Broadway Ave	-	350,000
92745	Manhole Replacement on Interceptors	-	500,000
92746	Sewer Line Replacement	-	800,000
92747	Sewer Tap Replacements	-	800,000
92748	New Water Meter Sets & Meter Replacements	-	1,800,000
92749	Water Line Replacement FY 2021	-	550,000
92750	Water Lines Ahead of Street Paving FY 2021	-	250,000
92751	Water Ahead of Broadway Ave	-	350,000
92752	Water Lines Ahead of Arterial Roadways	-	1,350,000
92753	Elevated Storage Tanks	-	16,700,000
<b>Total Appropriation</b>		<b>\$ 983,691,723</b>	<b>160,023,847</b>

# Exhibit D - Capital Program Summary

<b>Funding Source</b>	<b>Funding to Date</b>	<b>Funding FY 2021-22</b>
AIP Grant	\$ 5,410,890	5,159,148
Airport Capital Project Fund	1,177,761	-
Airport Coronavirus Response Grant Program	409,690	-
American Rescue Plan Act Funding	-	14,039,342
C.A.R.E.S. Act	2,991,089	1,373,238
Capital Project Fund	100,000	482,821
Developer Participation	356,187	-
Federal Grant Funding	18,878,533	-
FY 2007 Storm Water Revenue CO's	297,896	-
FY 2007 TIF Revenue CO's	29,175	-
FY 2008 Storm Water Revenue CO's	600,000	-
FY 2008 TIF Revenue CO's	676,105	-
FY 2009 General Fund Cash	185,951	-
FY 2009 General Obligation Bonds	46,662	-
FY 2009 Storm Water Revenue CO's	872,225	-
FY 2009 Tax Supported Revenue CO's	400,000	-
FY 2009 TIF Revenue CO's	41,731	-
FY 2010 Gateway Streets Revenue CO's	448,687	-
FY 2010 General Fund Cash	44,824	-
FY 2010 Storm Water Revenue CO's	1,500,000	-
FY 2010 TIF Revenue CO's	20	-
FY 2010 Wastewater Cash	250,000	-
FY 2010 Water Revenue CO's	1,570,966	-
FY 2011 10-year Water Revenue CO's	48,240	-
FY 2011 General Fund Cash	551,091	-
FY 2011 Storm Water Revenue CO's	746,744	-
FY 2011 Tax and Waterworks CO's	307,251	-
FY 2011 Tax Supported Revenue CO's	122,479	-
FY 2011 Water Revenue CO's	29,662	-
FY 2012 General Fund Cash	72,190	-
FY 2012 Storm Water Revenue CO's	33,971,124	-
FY 2012 Water Revenue CO's	341,609	-
FY 2013 General Obligation Bonds	2,012,007	-
FY 2013 Storm Water Revenue CO's	5,253,961	-
FY 2013 Tax Supported Revenue CO's	15,412	-
FY 2013 Wastewater Revenue CO's	3,710,103	-
FY 2014 10-Year LP&L Revenue Bonds	612	-
FY 2014 10-year Water Revenue CO's	700,000	-
FY 2014 Airport Revenue CO's	204,489	-
FY 2014 General Fund Cash	500,000	-
FY 2014 LP&L Cash	250,000	-
FY 2014 LP&L Revenue Bonds	719,448	43,289
FY 2014 Tax Supported Revenue CO's	350,025	-

# Exhibit D - Capital Program Summary

<b>Funding Source</b>	<b>Funding to Date</b>	<b>Funding FY 2021-22</b>
FY 2014 Wastewater Revenue CO's	2,834,430	1,216
FY 2014 Water Revenue CO's	2,577,613	-
FY 2015 Airport Revenue CO's	2,342,250	-
FY 2015 Gateway Streets Revenue CO's	111,704	-
FY 2015 General Fund Cash	672,000	-
FY 2015 LP&L Revenue Bonds	334,739	-
FY 2015 PFC Revenue CO's	381,729	-
FY 2015 Storm Water Cash	500,000	-
FY 2015 Tax Supported Revenue CO's	11,585,487	-
FY 2015 Wastewater Revenue CO's	11,327,145	-
FY 2015 Water Cash	180,149	-
FY 2015 Water Revenue CO's	-	1,099
FY 2016 10-Year LP&L Revenue Bonds	1,156,161	-
FY 2016 10-Year TIF Revenue CO's	1,500,000	-
FY 2016 30-Year LP&L Revenue Bonds	1,245,000	-
FY 2016 7-Year Solid Waste Revenue CO's	344,730	-
FY 2016 CBD TIF Cash	200,000	-
FY 2016 CBD TIF Revenue CO's	1,500,000	-
FY 2016 General Fund Cash	2,899,963	-
FY 2016 LP&L Cash	204,200	-
FY 2016 LP&L Revenue Bonds	400,000	304,222
FY 2016 PFC Revenue CO's	283,605	-
FY 2016 Solid Waste Revenue CO's	2,970,358	-
FY 2016 Storm Water Cash	1,000,000	-
FY 2016 Tax Supported Revenue CO's	53,864,595	-
FY 2016 Wastewater Revenue CO's	2,162,846	-
FY 2016 Water Cash	193,068	-
FY 2017 10-Year LP&L Revenue Bonds	3,245,000	-
FY 2017 30-Year LP&L Revenue Bonds	10,425,043	-
FY 2017 7-Year Tax Revenue CO's	4,779,743	-
FY 2017 Airport Cash	277,680	-
FY 2017 CBD TIF Revenue CO's	4,500,000	-
FY 2017 General Fund Cash	3,044,608	-
FY 2017 LP&L Cash	500,000	-
FY 2017 LP&L Revenue Bonds	16,449	-
FY 2017 North Overton TIF Cash	150,000	-
FY 2017 Solid Waste Cash	500,000	-
FY 2017 Storm Water Cash	759,236	-
FY 2017 Tax Supported Revenue CO's	496,030	-
FY 2017 TWBD CO's	35,000,000	-
FY 2017 Wastewater Cash	1,090,000	-
FY 2017 Wastewater Revenue CO's	2,692,749	-
FY 2017 Water Cash	4,209,723	-

# Exhibit D - Capital Program Summary

<b>Funding Source</b>	<b>Funding to Date</b>	<b>Funding FY 2021-22</b>
FY 2018 10-Year LP&L Revenue Bonds	35,349,089	-
FY 2018 20-Year LP&L Revenue Bonds	1,085,225	-
FY 2018 30-Year LP&L Revenue Bonds	36,075,391	96,762
FY 2018 Airport Cash	191,203	-
FY 2018 CBD TIF Cash	114,048	-
FY 2018 Fleet Cash	313,568	-
FY 2018 Gateway Streets CO's	2,509,296	69,634
FY 2018 General Fund Cash	7,011,428	-
FY 2018 LP&L Cash	1,585,000	-
FY 2018 North Overton TIF Cash	1,000,000	-
FY 2018 Storm Water Cash	1,120,000	-
FY 2018 Tax Supported Revenue CO's	10,000,000	-
FY 2018 Water/Wastewater Cash	8,269,292	-
FY 2019 Airport Cash	600,000	-
FY 2019 Airport Revenue CO's	7,135,000	-
FY 2019 Cemetery Cash	80,000	-
FY 2019 General Fund Cash	9,656,609	12,480
FY 2019 Hotel Occupancy Tax	171,000	-
FY 2019 Information Technology Cash	859,480	-
FY 2019 LP&L Cash	2,220,000	1,038,099
FY 2019 North Overton TIF Cash	1,700,000	-
FY 2019 PFC Revenue CO's	15,340,000	-
FY 2019 Storm Water Cash	697,868	102,933
FY 2019 Tax Supported Revenue CO's	50,250,000	-
FY 2019 Texas Water Development Board Bonds	20,635,000	-
FY 2019 Water/Wastewater Cash	8,276,809	200,000
FY 2019 Water/Wastewater Revenue CO's	6,500,000	-
FY 2020 Airport Cash	1,000,000	-
FY 2020 Civic Center Cash	714,218	-
FY 2020 Gateway Streets Revenue CO's	8,100,000	-
FY 2020 General Fund Cash	13,024,369	-
FY 2020 Hotel Occupancy Tax	657,537	-
FY 2020 Information Technology Cash	100,000	-
FY 2020 LP&L Cash	670,000	1,183,916
FY 2020 Lubbock Business Park TIF Cash	3,265,503	-
FY 2020 Market Lubbock, Inc. Funding	207,024	-
FY 2020 North Overton TIF Cash	300,000	-
FY 2020 Storm Water Cash	1,629,079	-
FY 2020 Tax Notes	1,250,000	-
FY 2020 Water/Wastewater Cash	11,633,123	-
FY 2020 Water/Wastewater Revenue CO's	44,606,427	4,063,573
FY 2021 20-Year LP&L Revenue Bonds	29,470,813	-
FY 2021 30-Year LP&L Revenue Bonds	252,557,769	-



# Exhibit D - Capital Program Summary

<b>Funding Source</b>	<b>Funding to Date</b>	<b>Funding FY 2021-22</b>
FY 2021 Airport Cash	1,292,036	-
FY 2021 CBD TIF Cash	506,500	-
FY 2021 Gateway Streets Cash	100,000	-
FY 2021 General Fund Cash	17,178,436	-
FY 2021 General Fund Tax Notes	1,290,000	-
FY 2021 Information Technology Cash	30,000	-
FY 2021 LP&L Cash	19,623,600	-
FY 2021 North Overton TIF Cash	600,000	-
FY 2021 Storm Water Cash	3,755,583	12,774
FY 2021 Tax Supported Revenue CO's	35,348,970	-
FY 2021 Texas Water Development Board Bonds	10,455,000	-
FY 2021 Water/Wastewater Cash	9,872,000	-
FY 2021 Water/Wastewater Revenue CO's	11,500,000	-
FY 2022 Airport Cash	-	624,000
FY 2022 CBD TIF Cash	-	100,000
FY 2022 Cemetery Cash	-	8,000
FY 2022 Gateway Streets Cash	-	630,366
FY 2022 General Fund Cash	-	21,184,672
FY 2022 General Fund Tax Notes	-	5,100,000
FY 2022 Information Technology Cash	-	30,000
FY 2022 LP&L Cash	-	20,969,731
FY 2022 North Overton TIF Cash	-	1,000,000
FY 2022 Storm Water Cash	-	5,880,293
FY 2022 Tax Supported Revenue CO's	-	3,000,000
FY 2022 Water/Wastewater Cash	-	27,398,112
FY 2022 Water/Wastewater Revenue CO's	-	8,200,000
General Capital Project Fund	2,848,088	53,400
Health Fund Cash	303,020	-
Hotel Occupancy Tax	200,000	-
Hotel/Motel Funds	564,380	-
Information Technology Cash	87,500	-
LP&L 20-Year Revolving Note Program	-	34,012,489
LP&L 30-Year Revolving Note Program	-	3,648,238
Lubbock County Proceeds	4,285,627	-
Market Lubbock Inc. Capital Project Fund	100,000	-
Parks Capital Projects Fund	700	-
Public Works Capital Project Fund	64,252	-
School District Cash Donation	230,868	-
Storm Water CIP Fund	252,132	-
Street Capital Project Fund	12,992	-
Texas Tech University Funding	13,188	-
TxDOT Participation	1,700,756	-
United States Air Force Funding	1,416,931	-

# Exhibit D - Capital Program Summary

<b>Funding Source</b>	<b>Funding to Date</b>	<b>Funding FY 2021-22</b>
Wastewater Capital Project Fund	250,000	-
Wastewater Cash	320,082	-
Water/Wastewater Capital Project Fund	504,448	-
Westwind Realty, L.P. Funding	400,594	-
<b>Total Funding</b>	<b>\$ 983,691,723</b>	<b>160,023,847</b>

# Exhibit E - Non-Civil Service Pay Plan

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<b>Pay Grade</b>		<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
101	\$	16,485.02	21,330.15	26,175.28
102		17,308.49	22,396.21	27,483.93
103		18,169.80	23,515.69	28,861.58
104		19,080.07	24,691.92	30,303.77
105		20,034.85	25,927.13	31,819.40
106		21,038.60	27,223.54	33,408.48
107		22,086.85	28,582.27	35,077.68
108		23,190.75	30,012.22	36,833.68
109		24,352.52	31,514.50	38,676.48
110		25,567.69	33,089.11	40,610.52
111		26,849.64	34,743.84	42,638.04
112		28,191.68	36,482.04	44,772.40
113		29,598.25	38,304.80	47,011.35
114		31,080.50	40,221.04	49,361.58
115		32,636.20	42,231.87	51,827.55
116		34,269.79	44,345.08	54,420.37
117		35,642.80	46,124.42	56,606.04
118		37,426.48	48,432.84	59,439.20
119		39,298.36	50,853.71	62,409.07
120		41,265.04	53,398.05	65,531.07
121		43,324.32	56,064.76	68,805.19
122		45,062.47	58,314.98	71,567.50
123		47,311.99	61,227.35	75,142.70
124		49,681.63	64,291.50	78,901.37
125		52,167.02	67,506.35	82,845.67

# Exhibit E - Non-Civil Service Pay Plan

Pay Grade		Minimum	Midpoint	Maximum
126	\$	54,772.54	70,881.72	86,990.90
127		56,963.55	73,715.37	90,467.19
128		59,810.32	77,401.46	94,992.60
129		62,799.86	81,270.34	99,740.83
130		65,942.99	85,336.08	104,729.16
131		69,239.71	89,601.91	109,964.11
132		72,702.99	94,082.98	115,462.96
133		76,337.16	98,786.85	121,236.54
134		80,155.21	103,725.44	127,295.67
135		84,161.46	108,912.79	133,664.13
136		88,366.72	114,354.32	140,341.93
137		92,788.30	120,075.99	147,363.67
138		97,428.36	126,081.03	154,733.70
139		101,557.86	131,426.68	161,295.50
140		106,639.08	137,999.41	169,359.74
141		111,969.42	144,899.65	177,829.87
142		117,568.21	152,144.57	186,720.93
143		123,448.34	159,753.52	196,058.70
144		129,620.55	167,740.45	205,860.35
145		136,102.00	176,126.82	216,151.64
146		142,907.75	184,935.21	226,962.66
147		150,052.81	194,180.62	238,308.43
148		157,552.23	203,887.78	250,223.32
149		165,431.78	214,083.51	262,735.20
150		173,702.18	224,786.07	275,869.96

Pay Plan reflects annual salary amount.

# Exhibit E - Part-Time Pay Plan

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<b>Pay Grade</b>		<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
201	\$	7.704	9.968	12.232
202		8.088	10.466	12.843
203		8.491	10.989	13.487
204		8.916	11.539	14.161
205		9.363	12.116	14.869
206		9.832	12.722	15.612
207		10.321	13.357	16.392
208		10.837	14.025	17.212
209		11.380	14.727	18.074
210		11.948	15.463	18.977
211		12.547	16.236	19.925
212		13.174	17.048	20.922
213		13.831	17.900	21.968
214		14.524	18.796	23.067
215		15.251	19.735	24.219
216		16.014	20.723	25.431
217		16.813	21.757	26.701
218		17.654	22.846	28.038
219		18.537	23.988	29.439
220		19.465	25.188	30.911
221		20.436	26.446	32.456
222		21.459	27.770	34.080
223		22.530	29.157	35.783
224		23.658	30.616	37.573
225		24.842	32.147	39.451

# Exhibit E - Part-Time Pay Plan

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<b>Pay Grade</b>		<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
226	\$	26.083	33.753	41.423
227		27.387	35.441	43.494
228		28.755	37.213	45.670
229		30.193	39.073	47.953
230		31.704	41.028	50.351
231		33.289	43.079	52.868
232		34.954	45.232	55.512
233		36.701	47.494	58.287
234		38.537	49.869	61.200
235		40.463	52.363	64.262
236		42.484	54.978	67.473
237		44.610	57.729	70.848
238		46.841	60.616	74.392
239		49.181	63.646	78.110
240		51.642	66.829	82.015
241		54.223	70.170	86.117
242		56.934	73.678	90.422
243		59.782	77.363	94.944
244		62.771	81.231	99.691
245		65.909	85.292	104.674
246		69.205	89.558	109.910
247		72.665	94.035	115.404
248		76.297	98.736	121.174
249		80.113	103.673	127.233
250		84.118	108.856	133.594

Pay Plan reflects hourly rate.

# Exhibit E - Police Pay Plan

Steps	Annual	Annual	Annual	Annual	Annual	Annual	Annual	Annual Deputy	Annual
	Cadet PNCSP	Entry Level I PNCE1	Entry Level II PNCE2	Patrol Officer PCS1	Detective / Corporal PCS2	Sergeant PCS3	Lieutenant PCS4	Chief/ Captain PCS5	Asst. Chief PCS6
A	\$ 52,126.63	60,001.76	62,971.85	62,971.85	82,345.12	90,267.84	100,064.64	112,005.92	125,991.84
B				66,120.44	83,580.64	92,749.28	102,816.48	116,486.24	132,481.44
C				69,426.46		95,299.36	106,672.80	121,145.44	143,994.24
D				73,592.05					
E				76,535.73					
F				81,127.87					

Steps	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly Deputy	Hourly
	Cadet PNCSP	Recruit PNCE1	Entry Level II PNCE2	Patrol Officer PCS1	Detective / Corporal PCS2	Sergeant PCS3	Lieutenant PCS4	Chief/ Captain PCS5	Asst. Chief PCS6
A	\$ 25.061	28.847	30.275	30.275	39.589	43.398	48.108	53.849	60.573
B				31.789	40.183	44.591	49.431	56.003	63.693
C				33.378		45.817	51.285	58.243	69.228
D				35.381					
E				36.796					
F				39.004					

Cadet PNCSP is a non-classified, non-civil service, civilian grade for employees seeking to enter a future academy class in order to become classified police officers. Entry Level I-A PNC(E1-A) is a non-classified, non-civil service, civilian grade for employees entering an academy class in order to become classified police officers. All employees of the police department who seek to become classified police officers start at either Cadet PNCSP or Entry Level I-A PNC(E1-A), unless they start employment already certified as peace officers by TCOLE, in which case they start at Entry Level I-B PNC(E1-B). Employees starting at either Cadet PNCSP or Entry Level I-A PNC(E1-A) progress to Entry Level I-B PNC(E1-B) when they become certified as peace officers by TCOLE. Classified service does not begin until an employee reaches Entry Level I-B PNC(E1-B).

Employees without TCOLE certification start at either Cadet PNCSP or Entry Level I-A PNC(E1-A) and progress to Entry Level II PNC(E2) after 12 months of continuous service in Entry Level I-A or B / PNC(E1-A or B). These employees attain Entry Level I-B PNC(E1-B) status upon certification by TCOLE and progress to Patrol Officer PNC(S1) after 6 months continuous service at Entry Level II PNC (E2).

Employees who are employed with an existing TCOLE certification start as Entry Level I-B PNC(E1-B) and progress to Patrol Officer PCS1 after completing a 12 month probationary period and bypass Entry Level II PNC (E2). They may be employed initially as Cadet PNCSP prior to being appointed to a beginning position as Entry Level I-B PNC(E1-B).

A probationary period of 18 months, prior to entering civil service, begins on the first day of employment with department in a beginning position as Entry Level I-A PNC(E1-A) or above, unless the employee is already certified as a Peace Officer by TCOLE, in which case the probationary period is 12 months. For those employees, upon completion of the 12 month probationary period, the certified Peace Officer attains full civil service status and receives longevity pay. Patrol Officer PCS1 then progress through steps A-D in PCS1 annually; then progresses to Step E after completing 8 years as a Patrol Officer and Step F after completing 12 years as a Patrol Officer. Progress from Step A to Step C in the other classifications requires 2 years in each step. If the anniversary date in a classification occurs during the last half of the pay period, the increase does not become effective until the beginning of the next pay period. Progression in each classification is based on time in that classification. Time spent in "move-up" does not count toward time in the "move up" classification. Seniority is based on all years of service as a sworn/classified police officer or firefighter for the City of Lubbock, not merely the last continuous period of service. Disciplinary suspensions do not constitute a break in service. Seniority credit shall be figured to five decimal places. In the event of a conflict between this ordinance and state law, state law will control.

Biweekly rate=Hourly \* 80. Annual rate=Biweekly \* 26. Monthly rate=Annual / 12.

# Exhibit E - Fire Pay Plan (40 Hour Shifts)

Steps	Probationary Fire Fighter FNCS1	Fire Fighter FCS1	Equipment Operator FCS2	Lieutenant FCS3	Captain FCS4	Battalion Chief FCS5	Division Chief FCS6	Deputy Chief FCS7
1	\$ 54,535.52	58,281.60	78,834.08	85,400.64	95,499.04	109,805.28	122,224.96	130,220.48
2		59,257.12	79,198.08	85,864.48	96,212.48	110,668.48	122,717.92	131,928.16
3		60,234.72	79,560.00	86,326.24	96,925.92	111,527.52	123,206.72	133,635.84
4		61,214.40	79,924.00	86,794.24	97,639.36	112,388.64	123,699.68	135,343.52
5		62,196.16	80,288.00	87,256.00	98,350.72	113,247.68	124,188.48	137,051.20
6		63,173.76	80,649.92	87,717.76	99,064.16	114,108.80	124,681.44	138,756.80
7		64,151.36	81,018.08	88,181.60	99,777.60	114,965.76	125,174.40	140,466.56
8		65,131.04	81,380.00	88,649.60	100,495.20	115,831.04	125,669.44	
9		66,108.64	81,744.00	89,115.52	101,206.56	116,690.08	126,156.16	
10		67,086.24	82,105.92	89,579.36	101,920.00	117,549.12		
11		68,063.84	82,467.84	90,043.20	102,631.36	118,410.24		
12		69,047.68	82,831.84	90,507.04	103,346.88			
13		70,023.20	83,195.84	90,972.96	104,060.32			
14		71,004.96	83,559.84	91,434.72				
15		71,986.72	83,923.84	91,902.72				
16		72,960.16	84,285.76					
17		73,939.84	84,653.92					
18		74,919.52						
19		75,899.20						
20		76,876.80						

Steps	Hourly Probationary Fire Fighter FNCS1	Hourly Fire Fighter FCS1	Hourly Equipment Operator FCS2	Hourly Lieutenant FCS3	Hourly Captain FCS4	Hourly Battalion Chief FCS5	Hourly Division Chief FCS6	Hourly Deputy Chief FCS7
1	\$ 26.219	28.020	37.901	41.058	45.913	52.791	58.762	62.606
2		28.489	38.076	41.281	46.256	53.206	58.999	63.427
3		28.959	38.250	41.503	46.599	53.619	59.234	64.248
4		29.430	38.425	41.728	46.942	54.033	59.471	65.069
5		29.902	38.600	41.950	47.284	54.446	59.706	65.890
6		30.372	38.774	42.172	47.627	54.860	59.943	66.710
7		30.842	38.951	42.395	47.970	55.272	60.180	67.532
8		31.313	39.125	42.620	48.315	55.688	60.418	
9		31.783	39.300	42.844	48.657	56.101	60.652	
10		32.253	39.474	43.067	49.000	56.514		
11		32.723	39.648	43.290	49.342	56.928		
12		33.196	39.823	43.513	49.686			
13		33.665	39.998	43.737	50.029			
14		34.137	40.173	43.959				
15		34.609	40.348	44.184				
16		35.077	40.522					
17		35.548	40.699					
18		36.019						
19		36.490						
20		36.960						

Progression in each pay grade is based on seniority in that pay grade. Seniority is defined as the total time of employment as a police officer or fire fighter for the City of Lubbock. Time-off for disciplinary suspension does not constitute a loss of seniority time, nor does it constitute a break in service. The time involved in "move-up" is also not included. It does mean all years of service as a police officer or fire fighter with the City of Lubbock whether interrupted, or uninterrupted and not merely the last continuous period of service.

Seniority credit shall be figured to five decimal places.

Employees who successfully complete one (1) year as Probationary Fire Fighter move to grade FCS1. Fire Fighters then progress through steps in FCS1 annually. Progress through the steps in the other grades also requires one year in each step. However, if the anniversary date occurs during the last half of the pay period, the increase does not become effective until the beginning of the next pay period.

Hourly rate=annual / 2,080. Biweekly rate=Hourly rate \* 80. All conversions are approximate.



## Exhibit E - Fire Pay Plan (Kelly Shifts)

Steps	Probationary Fire Fighter	Fire Fighter	Equipment Operator	Lieutenant	Captain	Battalion Chief	Division Chief	Deputy Chief
	FNCS1	FCS1	FCS2	FCS3	FCS4	FCS5	FCS6	FCS7
1	\$ 52,005.72	58,281.60	78,834.08	85,398.56	95,499.04	109,803.20		
2		59,257.12	79,196.00	85,864.48	96,210.40	110,666.40		
3		60,234.72	79,557.92	86,324.16	96,923.84	111,525.44		
4		61,214.40	79,924.00	86,794.24	97,637.28	112,386.56		
5		62,194.08	80,288.00	87,253.92	98,350.72	113,245.60		
6		63,171.68	80,647.84	87,717.76	99,064.16	114,108.80		
7		64,149.28	81,016.00	88,181.60	99,777.60	114,965.76		
8		65,128.96	81,380.00	88,647.52	100,493.12	115,831.04		
9		66,106.56	81,744.00	89,115.52	101,204.48	116,690.08		
10		67,084.16	82,103.84	89,577.28	101,920.00	117,549.12		
11		68,063.84	82,467.84	90,043.20	102,631.36	118,410.24		
12		69,047.68	82,831.84	90,507.04	103,346.88			
13		70,023.20	83,193.76	90,970.88	104,058.24			
14		71,004.96	83,557.76	91,434.72				
15		71,984.64	83,923.84	91,900.64				
16		72,958.08	84,285.76					
17		73,937.76	84,651.84					
18		74,917.44						
19		75,897.12						
20		76,876.80						

Steps	Hourly Probationary Fire Fighter	Hourly Fire Fighter	Hourly Equipment Operator	Hourly Lieutenant	Hourly Captain	Hourly Battalion Chief	Hourly Division Chief	Hourly Deputy Chief
	FNCS1	FCS1	FCS2	FCS3	FCS4	FCS5	FCS6	FCS7
1	\$ 18.870	20.014	27.073	29.327	32.796	37.708		
2		20.349	27.197	29.487	33.040	38.004		
3		20.685	27.321	29.645	33.285	38.300		
4		21.022	27.447	29.806	33.530	38.595		
5		21.358	27.572	29.964	33.774	38.890		
6		21.694	27.696	30.123	34.020	39.187		
7		22.030	27.822	30.282	34.264	39.480		
8		22.367	27.946	30.442	34.511	39.777		
9		22.702	28.071	30.604	34.755	40.073		
10		23.038	28.196	30.762	35.001	40.367		
11		23.374	28.321	30.922	35.245	40.663		
12		23.711	28.446	31.081	35.490			
13		24.046	28.570	31.241	35.735			
14		24.384	28.695	31.399				
15		24.720	28.820	31.560				
16		25.055	28.945					
17		25.391	29.071					
18		25.728						
19		26.064						
20		26.400						

Progression in each pay grade is based on seniority in that pay grade. Seniority is defined as the total time of employment as a police officer or fire fighter for the City of Lubbock. Time-off for disciplinary suspension does not constitute a loss of seniority time, nor does it constitute a break in service. The time involved in "move-up" is also not included. It does mean all years of service as a police officer or fire fighter with the City of Lubbock whether interrupted, or uninterrupted and not merely the last continuous period of service. Seniority credit shall be figured to five decimal places.

Employees who successfully complete one (1) year as Probationary Fire Fighter move to grade FCS1. Fire Fighters then progress through steps in FCS1 annually. Progress through the steps in the other grades also requires one year in each step. However, if the anniversary date occurs during the last half of the pay period, the increase does not become effective until the beginning of the next pay period.

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

## Exhibit F - Position Control Summary

	<b>Budget FY 2021-22</b>
<b>Administrative Services</b>	
City Attorney	15
City Council	3
City Manager	9
City Secretary	10
Facilities Management	17
Finance	31
Human Resources	11
Internal Audit	3
Communications and Marketing	11
<b>Total Administrative Services</b>	<b>110</b>
<b>Development Services</b>	
Building Safety	31
Codes	29
Environmental Health	14
Planning	11
<b>Total Development Services</b>	<b>85</b>
<b>Cultural and Recreation Services</b>	
Library	36
Cultural Arts	9
Parks and Recreation	83
<b>Total Cultural and Recreation Services</b>	<b>128</b>
<b>Public Works</b>	
Engineering	45
Solid Waste	99
Streets	48
Traffic	34
<b>Total Public Works</b>	<b>226</b>
<b>Public Safety and Health Services</b>	
Animal Services	27
Fire	441
Municipal Court	21
Police	573
Public Health	50
<b>Total Public Safety and Health Services</b>	<b>1,112</b>
<b>TOTAL GENERAL FUND</b>	<b>1,661</b>

## Exhibit F - Position Control Summary

	<b>Budget FY 2021-22</b>
<b>Internal Service Funds</b>	
Fleet	24
Health Benefits	4
Information Technology	30
Telecommunications	3
GIS & Data Services	11
Radio Shop	8
Print Shop/Warehouse	6
Risk Management	6
<b>Total Internal Service Funds</b>	<b>92</b>
<b>Enterprise Funds</b>	
Airport	50
Cemetery	6
Civic Centers	17
Lake Alan Henry	2
Lubbock Power and Light	346
Storm Water	31
Water/Wastewater	228
<b>Total Enterprise Funds</b>	<b>680</b>
<b>Special Revenue Funds</b>	
Civic Lubbock	6
Community Development	15
Economic Development	3
<b>Total Special Revenue Funds</b>	<b>24</b>
<b>TOTAL CITY FUNDS</b>	<b>2,457</b>

# Exhibit G - Changes to Proposed FY 2021-22 Budget

## Water/Wastewater Fund

Increase Water/Wastewater Use of Excess Reserves (Revenue)	\$	42,019
Increase Transfer to LP&L for Citizens Tower Debt (Expense)		42,019

## Storm Water Fund

Increase Storm Water Professional Services	\$	4,200
Increase Storm Water Use of Excess Reserves		4,200

## Telecommunication

Increase Telecommunication Use of Excess Reserves (Revenue)	\$	9,961
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## GIS and Data Services

Increase GIS and Data Services Use of Excess Reserves (Revenue)	\$	36,511
---	----	--------

## Risk Management

Increase Risk Management Use of Excess Reserves (Revenue)	\$	444,523
Increase to Property Premiums (Expenses)		335,523.37
Increase to Liability Premiums (Expenses)		109,000

## General Fund

- Delete one full time Deputy Police Chief/Police Captain (5735)
- Add one full time Police Sergeant (5735)
- Add two full time Environmental Specialist II in Environmental Health (5413)
- Add three full time Public Health Program Liaisons in Public Health (5415)
- Add two full time Disease Intervention Specialists in Public Health (5415)
- Add one full time Epidemiologist in Public Health (5415)
- Add one full time Administrative Assistant in Public Health (5415)
- Add one full time Financial Analyst in Public Health (5415)
- Add one full time Behavioral Health Manager in Public Health (5415)
- Add one full time Nurse Practitioner in Public Health (5415)

## FY 2020-21 Operating Budget and Capital Program Amendments After Filing Proposed Budget

Amendments not included in the FY 2020-21 Proposed Operating Budget and Capital

*Approved on the August 10, 2021 City Council Meeting:*

## General Fund

- Delete one full time Deputy Police Chief/Police Captain (5735)
- Add one full time Police Sergeant (5735)

*Approved on the August 24, 2021 City Council Meeting:*

## LP&L Fund

Increase appropriation to Power Cost Recovery Factor Revenue	\$	31,708,193
Increase appropriation to Franchise Fee Equivalent Revenue		1,585,410
Increase appropriation to LP&L Purchased Power-Energy/Fuel Expense		31,708,193
Increase appropriation to Power Cost Recovery Factor Expense		1,585,410
Increase appropriation to Franchise Fee Equivalent Expense		317,082

# Exhibit G - Changes to Proposed FY 2021-22 Budget

## Grant Fund

Accept and appropriate Health Equity Grant	\$	500,000
Funding from Texas Department of State Health Services		500,000
Accept and appropriate Workforce Development Grant	\$	1,500,000
Funding from Texas Department of State Health Services		1,500,000
Accept and appropriate HIV Disease Intervention Specialist Program Grant	\$	404,272
Funding from Texas Department of State Health Services		404,272
Increase appropriation to IDCU COVID Extension Grant	\$	193,635
Funding from Texas Department of State Health Services		193,635
Accept and appropriate Substance Use Disorder Administrative Grant	\$	250,000
Funding from Texas Health and Human Services Commission		250,000
Accept and appropriate Adult Treatment Grant	\$	1,219,980
Funding from Texas Health and Human Services Commission		1,219,980
Accept and appropriate Youth Treatment Grant	\$	57,497
Funding from Texas Health and Human Services Commission		57,497
Accept and appropriate Specialized Female Treatment Grant	\$	658,522
Funding from Texas Health and Human Services Commission		658,522
Accept and appropriate Co-Occurring Psychiatric & Substance Abuse Disorders Grant	\$	79,700
Funding from Texas Health and Human Services Commission		79,700
Accept and appropriate Community Health Worker Grant	\$	464,000
Funding from Texas Health and Human Services Commission		464,000
Accept and appropriate Prevention Resource Center Grant	\$	708,791
Funding from Texas Health and Human Services Commission		708,791
Accept and appropriate Texas Youth Action Network Grant	\$	10,000
Funding from Texas A&M University		10,000

## General Fund

Decrease appropriation to Transfer to General Fund Capital	\$	26,750
Increase appropriation to Transfer to Internal Service Fund Capital		26,750
Increase appropriation to Transfer to Fleet Capital		170,000
Add two full time Environmental Specialist II in Environmental Health (5413)		
Add three full time Public Health Program Liaisons in Public Health (5415)		
Add two full time Disease Intervention Specialists in Public Health (5415)		
Add one full time Epidemiologist in Public Health (5415)		

# Exhibit G - Changes to Proposed FY 2021-22 Budget

Add one full time Administrative Assistant in Public Health (5415)  
 Add one full time Financial Analyst in Public Health (5415)  
 Add one full time Behavioral Health Manager in Public Health (5415)  
 Add one full time Nurse Practitioner in Public Health (5415)

## Information Technology Fund

Decrease appropriation to Transfer to General Capital	\$	1,750
Increase appropriation to Transfer to Information Technology Capital		1,750

## Fleet Operating Fund

Decrease appropriation to Transfer from General Fund	\$	2,986,851
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## Fleet Capital Fund

Increase appropriation to Transfer from General Fund		3,156,851
Funding from Tax Notes - FY 2020-21		3,156,851

### CIP 92676 General Fund Vehicle Replacement

Increase appropriation and funding	\$	170,000
Funding from FY 2018 Tax Notes		205,757
Funding from FY 2021 General Fund Cash		1,719,243

*Approved on the September 14, 2021 City Council Meeting:*

## General Capital Fund

### CIP 8633 Comprehensive Plan Implementation

Increase appropriate and funding	\$	40,000
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## General Fund

Increase appropriation to Transfer from LP&L - PILOT	\$	317,082
Increase appropriation to Transfer from LP&L - Franchise Fee		1,585,410
Increase appropriation to Transfer to General Fund Capital		40,000
Increase appropriation to Transfer to Gateway Fund		634,164

## Gateway Fund

Increase appropriation to transfer from General Fund	\$	634,164
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**Special City Council Meeting**

**2. 4.**

**Meeting Date:** 09/07/2021

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**Agenda Item**

**Ordinance 1st Reading - Finance:** Consider an ordinance setting the tax rate and levying a tax upon all property subject to taxation with the City of Lubbock for 2021; apportioning said levy among the various funds and items for which revenue must be raised; fixing the times in which said taxes shall be paid and assessing penalty and interest for nonpayment of such taxes within the time provided.

**Item Summary**

This is the first reading of the ordinance adopting and levying the tax rate for 2021. Prior to considering the ordinance adopting and levying the tax rate, the City Council must consider the ordinance adopting the budget. The first reading adopting the budget is item 2.3 on today’s agenda. The September 14, 2021, City Council agenda will include the second reading and adoption of the tax rate ordinance. The property tax is proposed at \$0.523230 per \$100 valuation. The tax rate is distributed as follows:

General Fund Maintenance and Operations	\$0.381257
Interest and Sinking Fund	0.120266
Economic Development	0.021707

**Fiscal Impact**

The General Fund Maintenance and Operations tax rate will generate \$73,560,749; the Interest and Sinking Fund tax rate will generate \$23,204,445; and the Economic Development tax rate will generate \$4,188,207.

**Staff/Board Recommending**

D. Blu Kostelich, Chief Financial Officer

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**Attachments**

- Tax Rate Ordinance
  - Required Motion Wording
-

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

AN ORDINANCE SETTING THE TAX RATE AND LEVYING A TAX UPON ALL PROPERTY SUBJECT TO TAXATION WITHIN THE CITY OF LUBBOCK, TEXAS, FOR THE YEAR 2021; APPORTIONING SAID LEVY AMONG THE VARIOUS FUNDS AND ITEMS FOR WHICH REVENUE MUST BE RAISED; FIXING THE TIMES IN WHICH SAID TAXES SHALL BE PAID AND ASSESSING PENALTY AND INTEREST FOR NONPAYMENT OF SUCH TAXES WITHIN THE TIME PROVIDED.

WHEREAS, after all notices have been given and hearings held as provided by law, the City Council has determined the tax rate necessary to produce the revenue necessary to operate the affairs of the City of Lubbock for the next fiscal year; NOW THEREFORE:

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

SECTION 1. THAT there shall be levied and assessed upon all property subject to taxation within the City of Lubbock, Texas, for the year 2021 the sum of \$0.523230 per One Hundred and No/100s Dollars (\$100.00) valuation thereof and the same shall be applied to the various funds in the following manner:

\$0.120266 per \$100 valuation to the Interest and Sinking Fund;

\$0.381257 per \$100 valuation to the General Fund; and

\$0.021707 per \$100 valuation to the Economic Development Fund.

SECTION 2. THAT all ad valorem taxes shall be paid before the first day of February 2022, and taxes not paid by that time shall be increased by such penalty and interest as is provided by Chapter 18 of the Code of Ordinances of the City of Lubbock.

**THIS TAX RATE WILL RAISE MORE TAXES FOR  
MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX  
RATE**

**THE TAX RATE WILL EFFECTIVELY BE RAISED BY 5.36  
PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND  
OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY -\$18.18.**



AND IT IS SO ORDERED

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

VOTING FOR PASSAGE:

VOTING AGAINST PASSAGE:

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Council members present but not voting:

Council members absent:

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\*\*\*\*

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

VOTING FOR PASSAGE:

VOTING AGAINST PASSAGE:

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Council members present but not voting:

Council members absent:

\*\*\*\*

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

ATTEST:

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

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

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

## Tax Rate Motion Language

I move that the property tax rate be increased by the adoption of a tax rate of 0.523230, which is effectively a 5.13 percent increase in the tax rate.



**Special City Council Meeting**

**2. 6.**

**Meeting Date:** 09/07/2021

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**Agenda Item**

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

**Item Summary**

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

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on August 19, 2021.

**Fiscal Impact**

None

**Staff/Board Recommending**

Jesica McEachern, Assistant City Manager  
Planning and Zoning Commission

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**Attachments**

Ordinance 2538-V  
Staff Report 2538-V  
Documentation 2538-V

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

**AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 2538-V; A ZONING CHANGE FROM R-1 TO R-1A ZONING DISTRICT AT AN AREA 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; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.**

**WHEREAS**, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

**WHEREAS**, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

**ZONE CASE NO. 2538-V**

**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 an area generally located south of 4th Street and east of Upland Avenue, on 145.14 acres of unplatted land out of Block JS, Section 10, City of Lubbock, Lubbock County, Texas, [and being further described as follows:]

**METES AND BOUNDS DESCRIPTION:** Attached as Exhibit "A".

**SECTION 2. THAT** violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

**AND IT IS SO ORDERED.**

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

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

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


**ATTEST:**

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

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Bryan Isham, Director of Planning

**APPROVED AS TO FORM:**

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

vw/cityatt/Kelli/ZoneCase/ZC2538-V  
07.22.21



DESCRIPTION FOR A ZONING CHANGE REQUEST IN  
SECTION 10, BLOCK JS,  
LUBBOCK COUNTY, TEXAS

(Sheet 1 of 2, Sketch of tract attached as Sheet 2)

METES AND BOUNDS DESCRIPTION of a 145.14-acre tract of land located in Section 10, Block JS, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point for the southwest corner of said 145.14-acre tract, whence the southwest corner of Section 10, Block JS bears S 01°52'00" W, a distance of 365.00' and N 88°08'00" W, a distance of 1876.65';

THENCE northwesterly, along a curve to the left, an arc distance of 311.86 feet, said curve having a radius of 532.00 feet, a delta angle of 33° 35' 12", a chord distance of 307.41 feet and a chord bearing of N. 15° 06' 11" W., to a point of intersection;

THENCE N 29° 37' 40" E a distance of 9.37 feet to a point of intersection;

THENCE S 88° 18' 35" E a distance of 719.13 feet to a point of intersection;

THENCE N 01° 47' 56" E a distance of 3776.54 feet to a point of intersection;

THENCE N 88° 11' 08" W a distance of 640.87 feet to a point of intersection;

THENCE N 01° 45' 09" E a distance of 134.05 feet to a point of intersection;

THENCE N 88° 18' 35" W a distance of 319.15 feet to a point of intersection;

THENCE N 01° 41' 25" E a distance of 302.00 feet to a point of intersection;

THENCE N 88° 09' 35" W a distance of 571.42 feet to a point of intersection;

THENCE S 01° 41' 25" W a distance of 4515.41 feet to a point of intersection;

THENCE S 88° 08' 00" W a distance of 889.44 feet to a point of intersection;

THENCE N 01° 41' 24" E a distance of 0.10 feet to the Point of Beginning and containing approximately 145.14 acres.

This description was prepared for purposes of a zoning request and does not represent a survey made upon the ground.

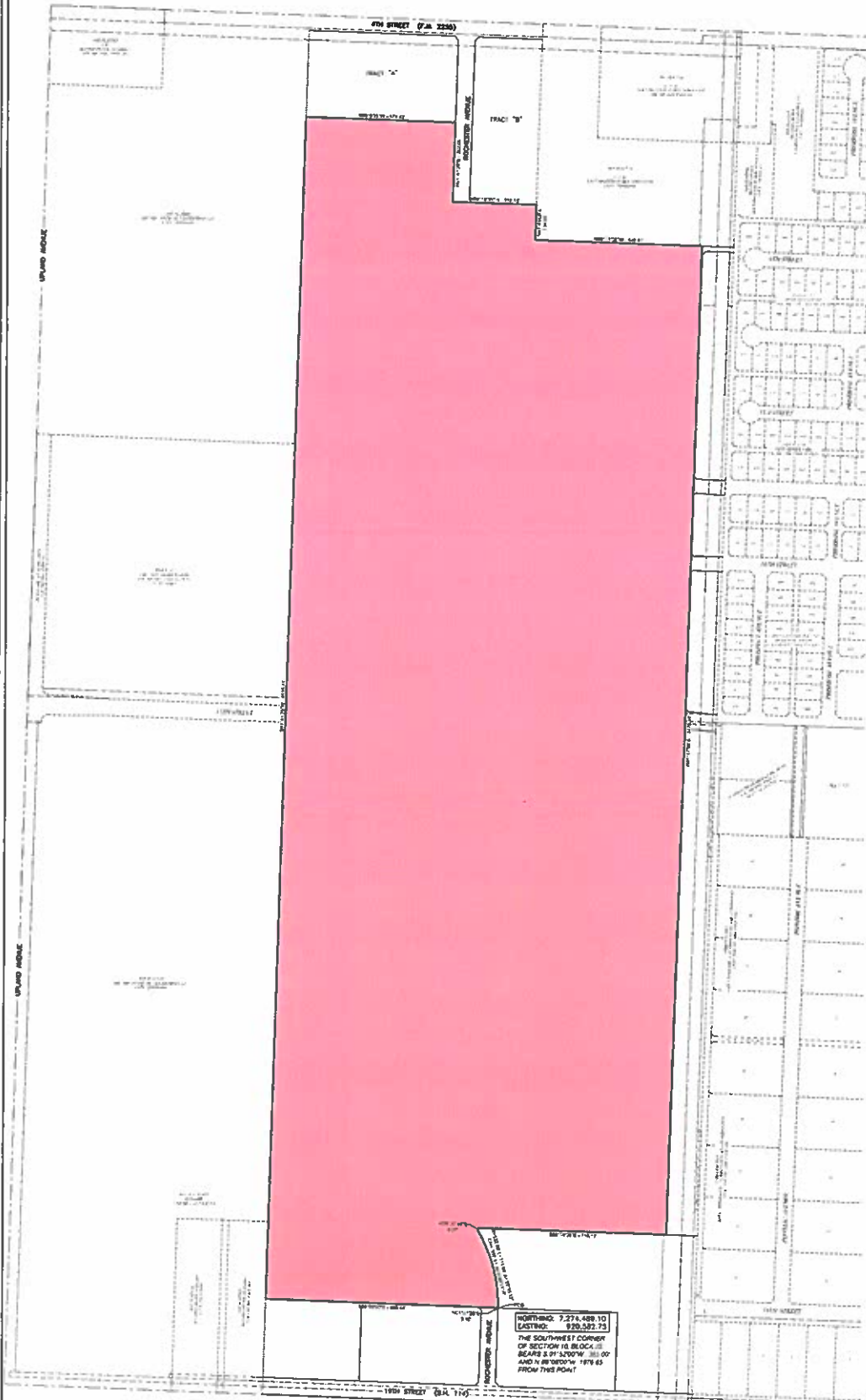
July 21, 2021

ZONE CHANGE APPLICATION EXHIBIT

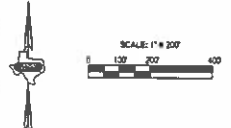
A 145.14 ACRE TRACT OF LAND LOCATED IN SECTION 10, BLOCK JS, LUBBOCK COUNTY, TEXAS

**BURGAMY PARK & BURGAMY PARK NORTH,**

AN ADDITION LOCATED IN SECTION 10, BLOCK JS, LUBBOCK COUNTY, TEXAS



NORTHING: 7,274,488.10  
 EASTING: 929,522.73  
 THE SOUTHWEST CORNER  
 OF SECTION 10 BLOCK JS  
 BEARS S 91°32'00" W 311.00'  
 AND N 89°00'00" W 1878.65'  
 FROM THIS POINT



- ZONING REQUEST R-1A FROM R-1 (145.14 ACRES)

**AMD** CIVIL ENGINEERING  
 & LAND SURVEYING  
 AMD Engineers, LLC Phone: 806.777.4676  
 8812 Glen Street, Suite 100 Fax: 806.777.4676  
 Lubbock, TX 79424 Website: Eng. # 10178830  
 ANNUITY - Efficiency - Integrity

PROVIDED BY OWNER: BEE LAND GROUP, LLC  
 ADDRESS: #10, BOX 14817, LUBBOCK, TEXAS 79433  
 PHONE: 806.777.7029  
 CDR NUMBER: 113078 © 2011 ALL RIGHTS RESERVED



<b>Staff Report</b>	<b>Zone Case 2538-V</b>
City Council Meeting	August 24, 2021

**Applicant** AMD Engineering, LLC

**Property Owner** 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

**Council District** 6

**Recommendations**

- Staff recommends APPROVAL of this request.

**Prior Board or Council Action**

- September 27, 1984: The property was annexed through Ordinance No. 8660 and zoned Transition (T).
- October 10, 1985: Ordinance No. 8827. Zone Case 2538. This property was zoned from Transition (T) to Single-Family District (R-1).

**Notification Summary**

- Notifications Sent: 48
- Received In Favor: 0
- Received In Opposition: 0

**Site Conditions and History**

The subject property is vacant and has remained undeveloped since annexation.

**Adjacent Property Development**

The surrounding properties are developed with a substation to the north, Terra Vista Middle School to the west, and a single family residential neighborhood to the east.

**Zoning Request and Analysis**

*Item Summary*

The subject property is generally located south of 4th Street and east of Upland Avenue. The applicant requests a zone change from Single-Family District (R-1) to Reduced Setback Single-Family District (R-1A) on 145.14 acres of land.

**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 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 requested 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 zone change location is along 4<sup>th</sup> Street and Upland Avenue. 4<sup>th</sup> Street and Upland Avenue are both designated as Principal Arterials by the Master Thoroughfare Plan, 2018. This property will also have an access point from 12<sup>th</sup> Street which is designated as a collector. The current infrastructure will require improvements since the collector is unfinished.

*Compatibility with Surrounding Property*

The proposed zone change is compatible with the surrounding area. The uses allowed in R-1A are compatible with the surrounding property. The principal arterials can support any increased traffic. Neighboring properties are zoned R-1 and there is a middle school directly to the west of this property.

*Conformance with Comprehensive Plan Principles and Future Land Use Map*

The Future Land Use Map designates the subject property for Residential Low Density. The proposed zone change to R-1A is in conformance with the Future Land Use Map.

*Conformance with Zoning Ordinance*

The proposed zone change is in conformance with the zoning ordinance and the property would remain a single-family residential district.

*Suitability of Property for Allowed Uses*

The property is suitable for the uses allowed in R-1A. This property could potentially require additional public improvements due to the fact that it is currently vacant, and the 12<sup>th</sup> Street Collector has not been completed.

**Attachments**

- A. Case Information
- B. Thoroughfare Map
- C. Notification Map
- D. Aerial Map
- E. Zoning Map
- F. Future Land Use Map
- G. Photos
- H. Application and supporting documentation
- I. Notification Replies

**Staff Contacts**

Bailey Shillings  
Planner  
Planning Department  
806-775-3147  
[bshillings@mylubbock.us](mailto:bshillings@mylubbock.us)

Kristen Sager  
Planning and Zoning Manager  
Planning Department  
806-775-2109  
[ksager@mylubbock.us](mailto:ksager@mylubbock.us)

# Case Information: Zone Case 2538-V



**Allowable Uses:** [Reduced Setback Single-Family District \(R-1A\)](#)

**Transportation:** The proposed development has points of access from 12<sup>th</sup> Street and 19<sup>th</sup> Street

Thoroughfare	Existing	Per Thoroughfare Development Plan
19 <sup>th</sup> Street <i>Principal Arterial, Completed</i>	R.O.W. 110 feet, seven-lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved
12 <sup>th</sup> Street <i>Collector, Future</i>	No roadway	R.O.W. 64 feet, 4-lane, undivided, paved

**Engineering Comments:** No comments.

**Public Works Comments:** No comments.

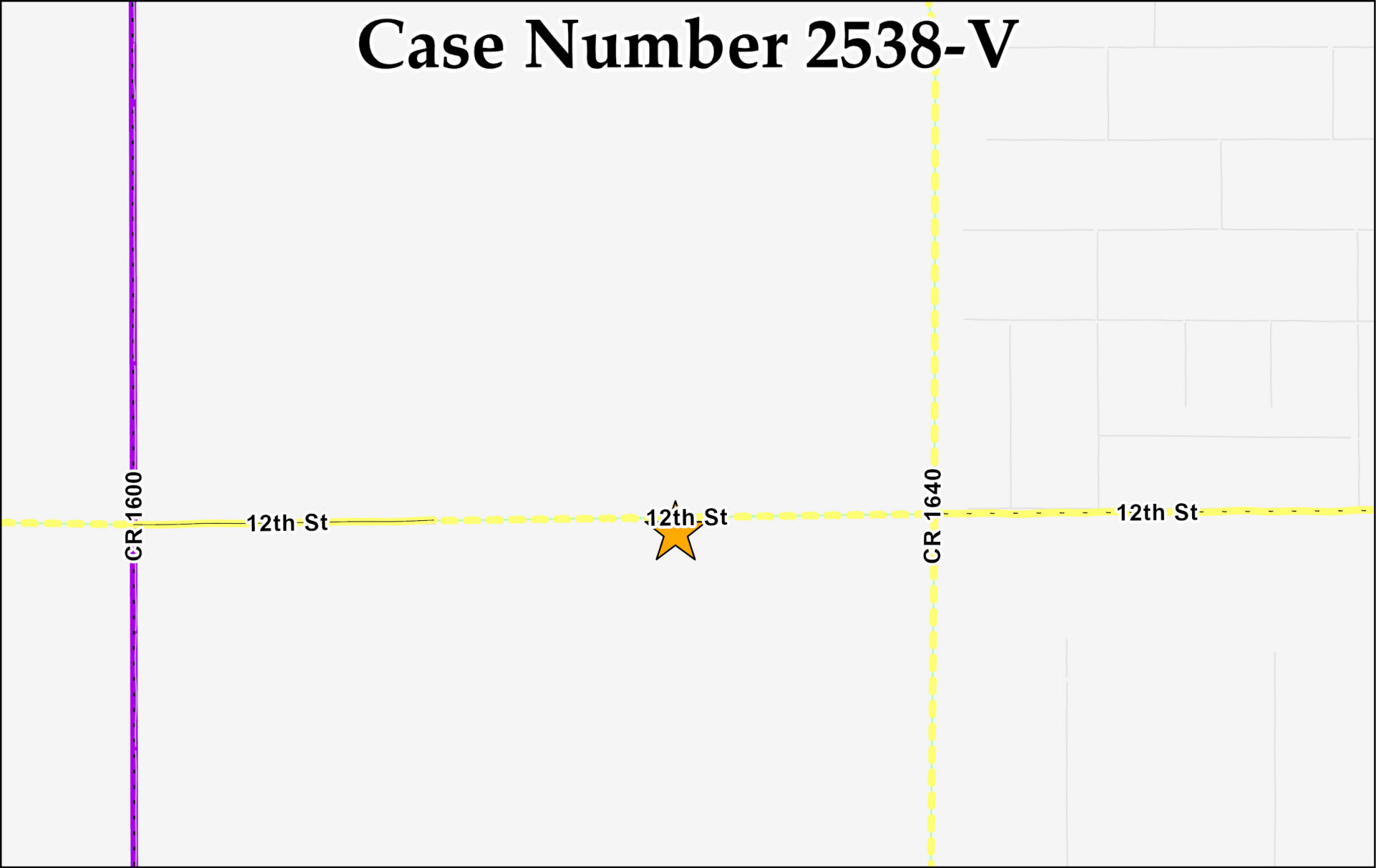
**Building Safety Comments:** No comments.

**Fire Marshal Comments:** No comments.

**Draft Planning and Zoning Commission Minutes**

N/A

# Case Number 2538-V

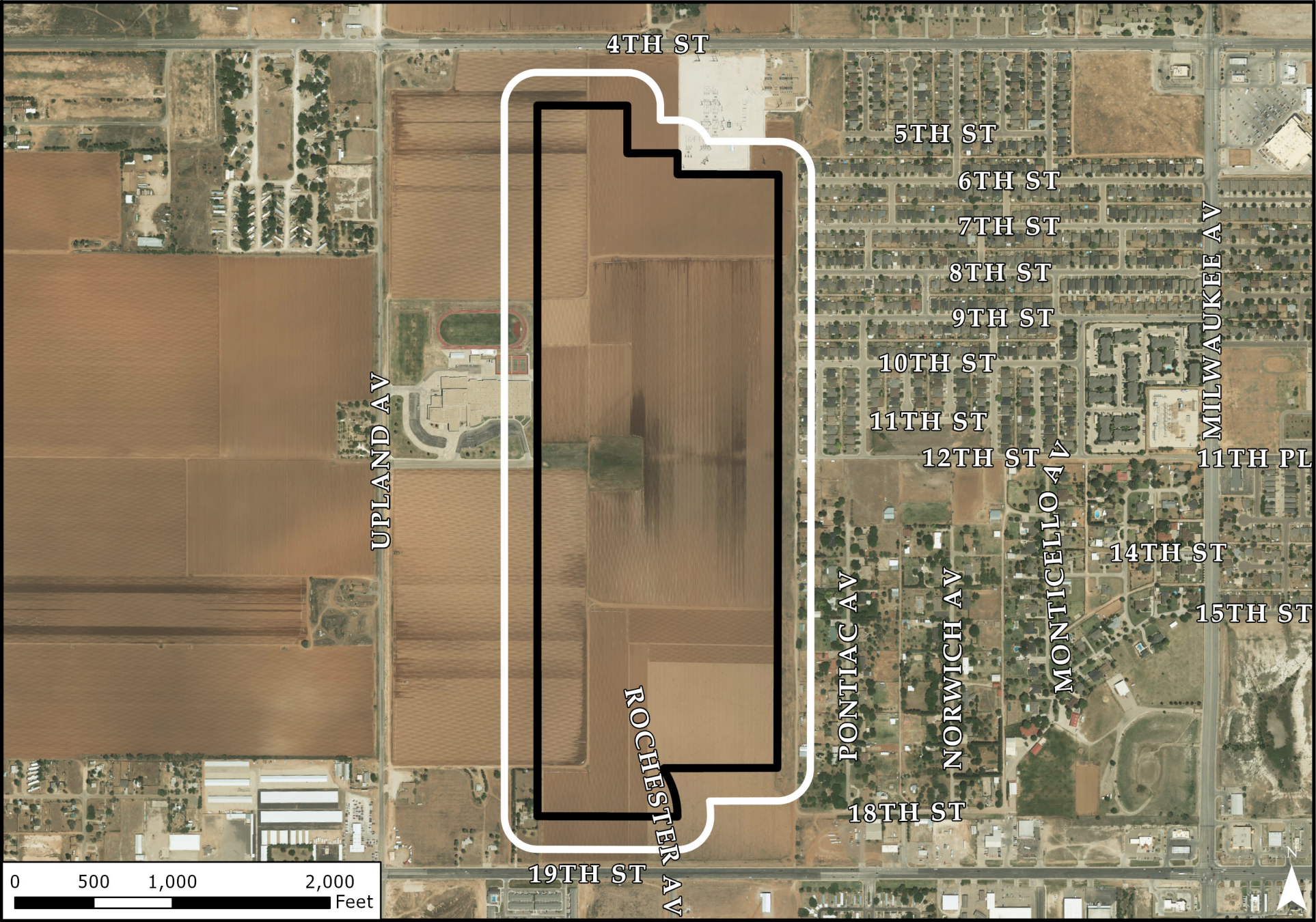


Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop





# Case Number 2538-V



4TH ST

5TH ST

6TH ST

7TH ST

8TH ST

9TH ST

10TH ST

11TH ST

12TH ST

14TH ST

15TH ST

18TH ST

19TH ST

UPLAND AV

ROCHESTER AV

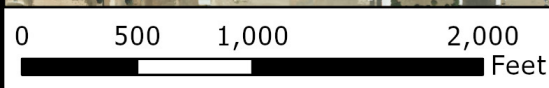
PONTIAC AV

NORWICH AV

MONTICELLO AV

MILWAUKEE AV

11TH PL





# Current Zoning

## 2538-V

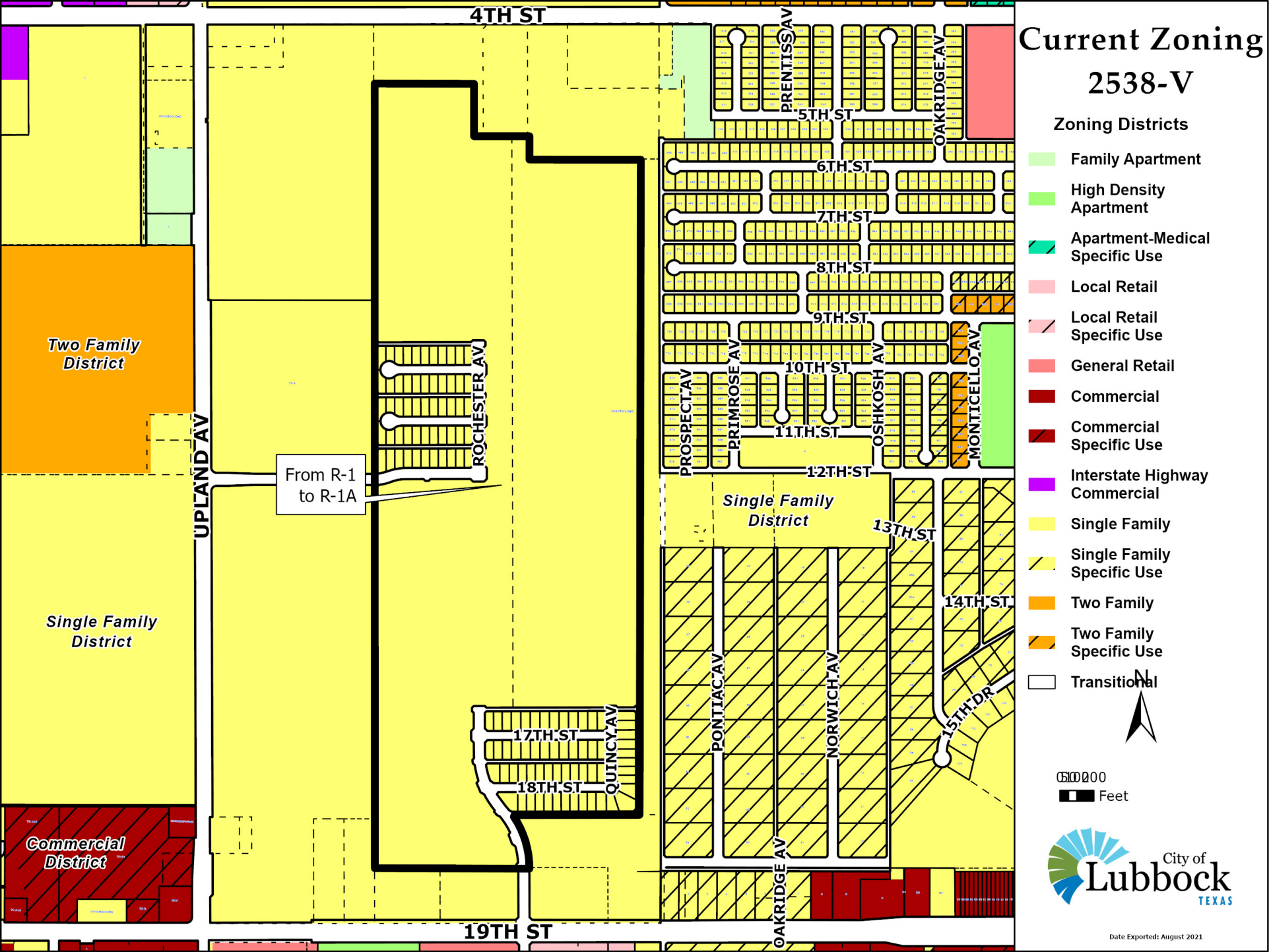
### Zoning Districts

- Family Apartment
- High Density Apartment
- Apartment-Medical Specific Use
- Local Retail
- Local Retail Specific Use
- General Retail
- Commercial
- Commercial Specific Use
- Interstate Highway Commercial
- Single Family
- Single Family Specific Use
- Two Family
- Two Family Specific Use
- Transitional



0 500 1000

Feet



From R-1 to R-1A

Two Family District

Single Family District

Single Family District

Commercial District

4TH ST

5TH ST

6TH ST

7TH ST

8TH ST

9TH ST

10TH ST

11TH ST

12TH ST

ROCHESTER AV

PRIMROSE AV

OSHKOSH AV

MONTICELLO AV

PONTIAC AV

NORWICH AV

14TH ST

15TH DR

17TH ST

18TH ST

UPLAND AV

19TH ST

# Future Land Use Plan Case 2538-V

## 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



0 250 500 1,000  
Feet



2538-V



Subject property. View to the south.



View to the east.



View to the north.



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: 12th Street and Rochester Avenue. Refer to sketch.  
Lots/Tracts: Burgamy Park, Lots 1-300 and Burgamy Park North, Lots 1-361  
Survey & Abstract: Section 10, Block JS (Refer to attached Metes and Bounds Description)  
Metes and Bounds Attached: Yes  No  Total Acreage of Request: 145.14 Acres  
Existing Land Use: Undeveloped 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: Westin McCowen, P.E.  
Address: 6515 68th Street, Suite 300 City: Lubbock State: TX  
ZIP Code: 79424 Telephone: (806) 771-5976 Email: wmccowen@amdeng.com  
Applicant's Signature: \_\_\_\_\_  
Date: 7/21/21 Printed Name: Westin McCowen

Owner Information

Firm Name: PARKER SIGNATURE HOMES, LLC  
Owner: BRADLEY M. PARKER  
Address: 723 N. MAIN AVE City: DENVER CITY State: TX  
ZIP Code: 79323 Telephone: (806) 752-6040 Email: parkersignaturehomes@yahoo.com  
Property Owner's Signature: *Bradley M. Parker*  
Date: 7/23/21 Printed Name: BRADLEY M. PARKER

Preparer Information

Preparer's Signature: \_\_\_\_\_  
Date: 7/21/21 Printed Name: Westin McCowen

For City Use Only

Zone Case No: \_\_\_\_\_ Planning and Zoning Commission Date: \_\_\_\_\_  
Request for zoning change from: \_\_\_\_\_ To: \_\_\_\_\_  
Lots: \_\_\_\_\_ Blocks: \_\_\_\_\_  
Addition: \_\_\_\_\_

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at [cityplanning@mylubbock.us](mailto:cityplanning@mylubbock.us).



Lubbock Planning Department  
 PO Box 2000 / 1314 Avenue K  
 Lubbock, TX 79457  
**APPLICATION FOR ZONING CHANGE**

**Project Information**

Location or Address: 12th Street and Rochester Avenue. Refer to sketch.  
 Lots/Tracts: Burgamy Park, Lots 1-300 and Burgamy Park North, Lots 1-361  
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 Existing Land Use: Undeveloped Existing Zoning: R-1  
 Requested Zoning: R-1A  
 If property is not subdivided, will a preliminary plat be submitted? Yes  No

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Firm Name: AMD Engineering, LLC  
 Name: Westin McCowen, P.E.  
 Address: 6515 68th Street, Suite 300 City: Lubbock State: TX  
 ZIP Code: 79424 Telephone: (806) 771-5976 Email: wmccowen@amdeng.com  
 Applicant's Signature: \_\_\_\_\_  
 Date: 7/21/21 Printed Name: Westin McCowen

**Owner Information**

Firm Name: Noe TORRES Inc DBA Sunset Custom Homes  
 Owner: Noe Torres DBA Sunset Custom Homes  
 Address: P.O. Box 16782 City: Lubbock State: TEXAS  
 ZIP Code: 79490 Telephone: 806-239-7472 Email: NOETORRES.SCH@GMAIL.COM  
 Property Owner's Signature: [Signature]  
 Date: 7-23-21 Printed Name: Noe TORRES

**Preparer Information**

Preparer's Signature: \_\_\_\_\_  
 Date: 7/21/21 Printed Name: Westin McCowen

**For City Use Only**

Zone Case No: \_\_\_\_\_ Planning and Zoning Commission Date: \_\_\_\_\_  
 Request for zoning change from: \_\_\_\_\_ To: \_\_\_\_\_  
 Lots: \_\_\_\_\_ Blocks: \_\_\_\_\_  
 Addition: \_\_\_\_\_

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**APPLICATION FOR ZONING CHANGE**

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 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: Westin McCowen, P.E.  
 Address: 6515 68th Street, Suite 300 City: Lubbock State: TX  
 ZIP Code: 79424 Telephone: (806) 771-5976 Email: wmccowen@amdeng.com  
 Applicant's Signature: \_\_\_\_\_  
 Date: 7/21/21 Printed Name: Westin McCowen

**Owner Information**

Firm Name: Lubbock Lifetime Homes LLC  
 Owner: Rolando Herrera  
 Address: 218-45th St. City: Lubbock State: TX  
 ZIP Code: 79404 Telephone: 806 281-0753 Email: herrerarolando81@yahoo.com  
 Property Owner's Signature: Rolando Herrera  
 Date: 7-22-2021 Printed Name: Rolando Herrera

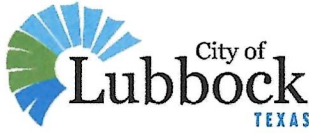
**Preparer Information**

Preparer's Signature: \_\_\_\_\_  
 Date: 7/21/21 Printed Name: Westin McCowen

**For City Use Only**

Zone Case No: \_\_\_\_\_ Planning and Zoning Commission Date: \_\_\_\_\_  
 Request for zoning change from: \_\_\_\_\_ To: \_\_\_\_\_  
 Lots: \_\_\_\_\_ Blocks: \_\_\_\_\_  
 Addition: \_\_\_\_\_

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at [cityplanning@mylubbock.us](mailto:cityplanning@mylubbock.us).



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 12th Street and Rochester Avenue. Refer to sketch.
Lots/Tracts: Burgamy Park, Lots 1-300 and Burgamy Park North, Lots 1-361
Survey & Abstract: Section 10, Block JS (Refer to attached Metes and Bounds Description)
Metes and Bounds Attached: Yes [checked] No [ ] Total Acreage of Request: 145.14 Acres
Existing Land Use: Undeveloped Existing Zoning: R-1
Requested Zoning: R-1A
If property is not subdivided, will a preliminary plat be submitted? Yes [ ] No [checked]

Representative/Agent Information (if different from owner)

Firm Name: AMD Engineering, LLC
Name: Westin McCowen, P.E.
Address: 6515 68th Street, Suite 300 City: Lubbock State: TX
ZIP Code: 79424 Telephone: (806) 771-5976 Email: wmccowen@amdeng.com
Applicant's Signature:
Date: 7/21/21 Printed Name: Westin McCowen

Owner Information

Firm Name: David Jordan Homes
Owner: David Jordan
Address: 11208 Kirby Ave City: Lubbock State: TX
ZIP Code: 79424 Telephone: 806-789-4147 Email: david@davidjordan.com david@davidjordanhomes.com
Property Owner's Signature: [Signature]
Date: 7-21-21 Printed Name: David Jordan

Preparer Information

Preparer's Signature:
Date: 7/21/21 Printed Name: Westin McCowen

For City Use Only

Zone Case No: Planning and Zoning Commission Date:
Request for zoning change from: To:
Lots: Blocks:
Addition:

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 12th Street and Rochester Avenue. Refer to sketch.
Lots/Tracts: Burgamy Park, Lots 1-300 and Burgamy Park North, Lots 1-361
Survey & Abstract: Section 10, Block JS (Refer to attached Metes and Bounds Description)
Metes and Bounds Attached: Yes [checked] No [ ] Total Acreage of Request: 145.14 Acres
Existing Land Use: Undeveloped Existing Zoning: R-1
Requested Zoning: R-1A
If property is not subdivided, will a preliminary plat be submitted? Yes [ ] No [checked]

Representative/Agent Information (if different from owner)

Firm Name: AMD Engineering, LLC
Name: Westin McCowen, P.E.
Address: 6515 68th Street, Suite 300 City: Lubbock State: TX
ZIP Code: 79424 Telephone: (806) 771-5976 Email: wmccowen@amdeng.com
Applicant's Signature: [Signature]
Date: 7/21/21 Printed Name: Westin McCowen

Owner Information

Firm Name: 806 Land Group, LLC
Owner: Jordan Wheatley
Address: 3913 114th Street, Suite 7 City: Lubbock State: TX
ZIP Code: 79423 Telephone: (806) 781-7928 Email: jordan@jwlubbock.com
Property Owner's Signature: [Signature] (on behalf of Jordan Wheatley)
Date: 7/21/21 Printed Name: Westin McCowen

Preparer Information

Preparer's Signature: [Signature]
Date: 7/21/21 Printed Name: Westin McCowen

For City Use Only

Zone Case No: Planning and Zoning Commission Date:
Request for zoning change from: To:
Lots: Blocks:
Addition:

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.





Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 12th Street and Rochester Avenue. Refer to sketch.
Lots/Tracts: Burgamy Park, Lots 1-300 and Burgamy Park North, Lots 1-361
Survey & Abstract: Section 10, Block JS (Refer to attached Metes and Bounds Description)
Metes and Bounds Attached: Yes [x] No [ ] Total Acreage of Request: 145.14 Acres
Existing Land Use: Undeveloped Existing Zoning: R-1
Requested Zoning: R-1A
If property is not subdivided, will a preliminary plat be submitted? Yes [ ] No [x]

Representative/Agent Information (if different from owner)

Firm Name: AMD Engineering, LLC
Name: Westin McCowen, P.E.
Address: 6515 68th Street, Suite 300 City: Lubbock State: TX
ZIP Code: 79424 Telephone: (806) 771-5976 Email: wmccowen@amdeng.com
Applicant's Signature:
Date: 7/21/21 Printed Name: Westin McCowen

Owner Information

Firm Name: WESTEX J-MAR LLC.
Owner: John Vineyard II
Address: 8227 Urbana Ave. City: Lubbock State: TX
ZIP Code: 79424 Telephone: 8067779485 Email: viney07@sbcglobal.net
Property Owner's Signature: [Signature]
Date: 08/09/2021 Printed Name: John Vineyard II

Preparer Information

Preparer's Signature:
Date: 7/21/21 Printed Name: Westin McCowen

For City Use Only

Zone Case No: Planning and Zoning Commission Date:
Request for zoning change from: To:
Lots: Blocks:
Addition:

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.



## Special City Council Meeting

2. 7.

Meeting Date: 09/07/2021

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### Agenda Item

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

### Item Summary

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

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on August 19, 2021.

### Fiscal Impact

None

### Staff/Board Recommending

Jesica McEachern, Assistant City Manager  
Planning and Zoning Commission

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### Attachments

Ordinance 2926-E  
Staff Report 2926-E  
Documentation 2926-E

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

**AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 2926-E; A ZONING CHANGE FROM R-1 SPECIFIC USE TO R1-A SPECIFIC USE FOR GARDENHOMES, AT 10501-10504, 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, 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. 2926-E**

**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 **R1-A Specific Use** for **Gardenhomes** zoning district at **10501-10504, 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, 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 **10501-10504, 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, 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/ZC2926-E  
08.09.21

<b>Staff Report</b>	<b>Zone Case 2926-E</b>
City Council Meeting	August 24, 2021

**Applicant** AMD Engineering, LLC

**Property Owner** 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

**Council District** 5

**Recommendations**

- Staff recommends Approval.

**Prior Board or Council Action**

- August 22, 1996: This property was annexed through Ordinance No. 009933 and zoned Transitional (T).
- January 23, 2002, Zone Case 2926: The property was zoned from Transitional (T) to Single-Family District (R-1) with a Specific Use for Garden Homes, Single-Family District (R-1) with a Specific Use for Reduced front setback, and General Retail District (C-3).

**Notification Summary**

- Notifications Sent: 49
- Received In Favor: 0
- Received In Opposition: 0

**Site Conditions and History**

The property was annexed in 1996. Some of the lots have been developed with Garden Homes.

**Adjacent Property Development**

The adjacent properties are either vacant or developed with single family homes.

**Zoning Request and Analysis**

*Item Summary*

The subject properties are addressed as 10501 - 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. The applicant is requesting to rezone the subject properties from R-1 to R-1A Specific Use for Garden Homes.

**Current zoning:** Single-Family District (R-1)

**Requested zoning:** Reduced Setback Single-Family District (R-1A) with a Specific Use for Garden Homes

### *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.”

The intent of the proposed Specific Use District 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 is located to the south of 98th Street and west of Quaker Avenue, both of which are designated as Principal Arterials by the Master Thoroughfare Plan, 2018. Arterials are continuous routes whose function is to serve high volume needs of local traffic and regional traffic.

### *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 with a Specific Use for Garden Homes is consistent with the level of intensity of the surrounding future land uses 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](mailto:ahenry@mylubbock.us)

Kristen Sager  
Planning and Zoning Manager  
Planning Department  
806-775-2109  
[ksager@mylubbock.us](mailto:ksager@mylubbock.us)

**Allowable Uses:** [Reduced Setback Single-Family District \(R-1A\)](#)

**Transportation:** The proposed development has points of access from Quaker Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Troy & Toledo Avenue, <i>Local, Completed</i>	R.O.W. 60 feet, two lane, undivided, paved	R.O.W. 60 feet, two lane, undivided, paved

**Engineering Comments:** No comments.

**Public Works Comments:** No comments.

**Building Safety Comments:** No comments.

**Fire Marshal Comments:** No comments.

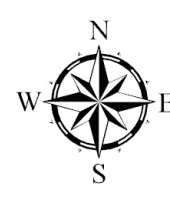
**Draft Planning and Zoning Commission Minutes**

N/A

# Case Number 2926-E

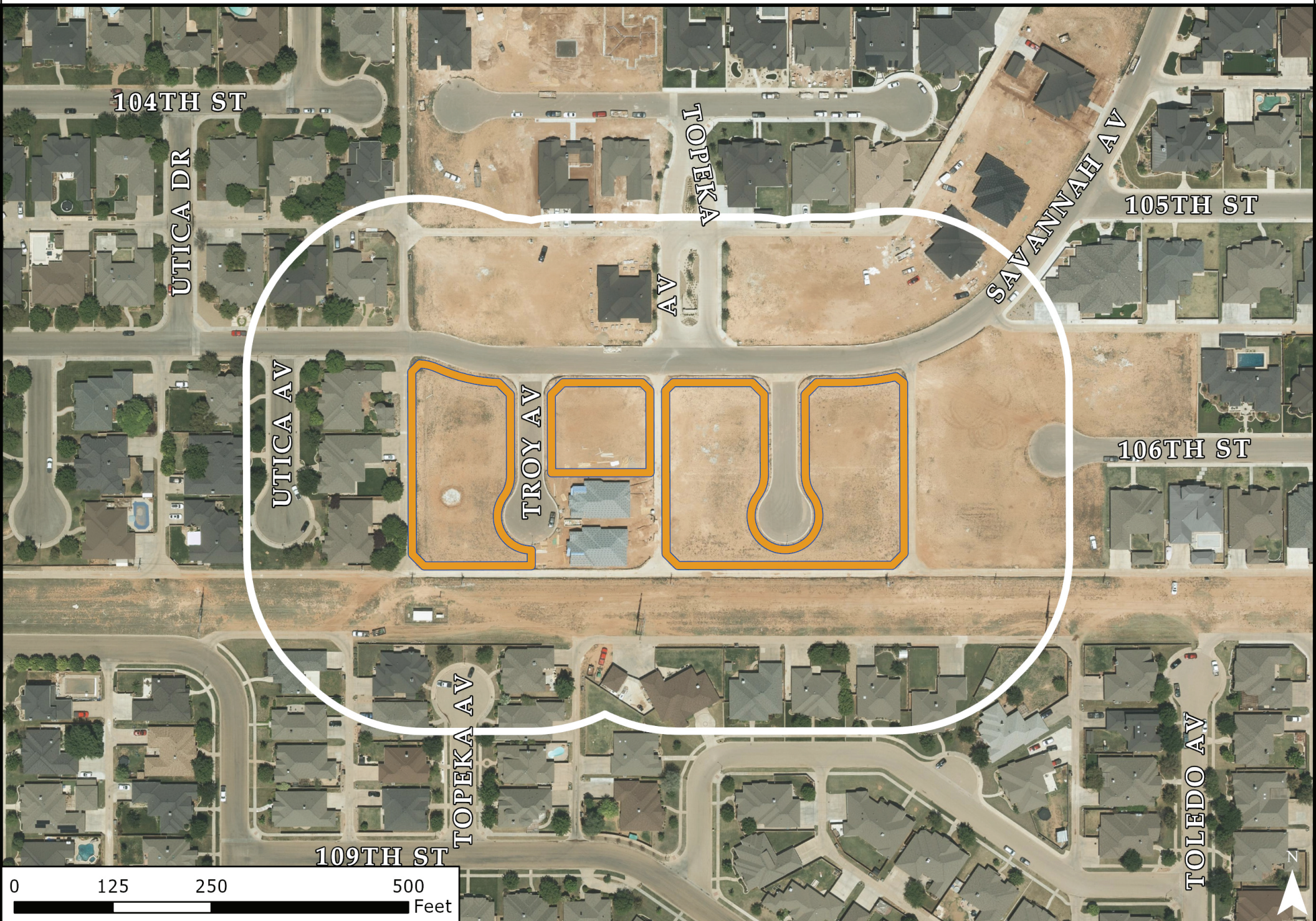


Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop





# Case Number 2926-E



104TH ST

UTICA DR

TOPEKA AV

105TH ST

SAVANNAH AV

UTICA AV

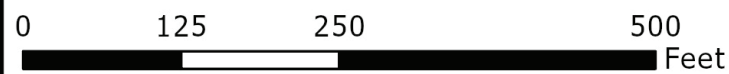
TROY AV

106TH ST

109TH ST

TOPEKA AV




TOLEDO AV

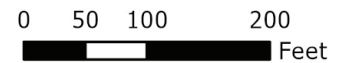
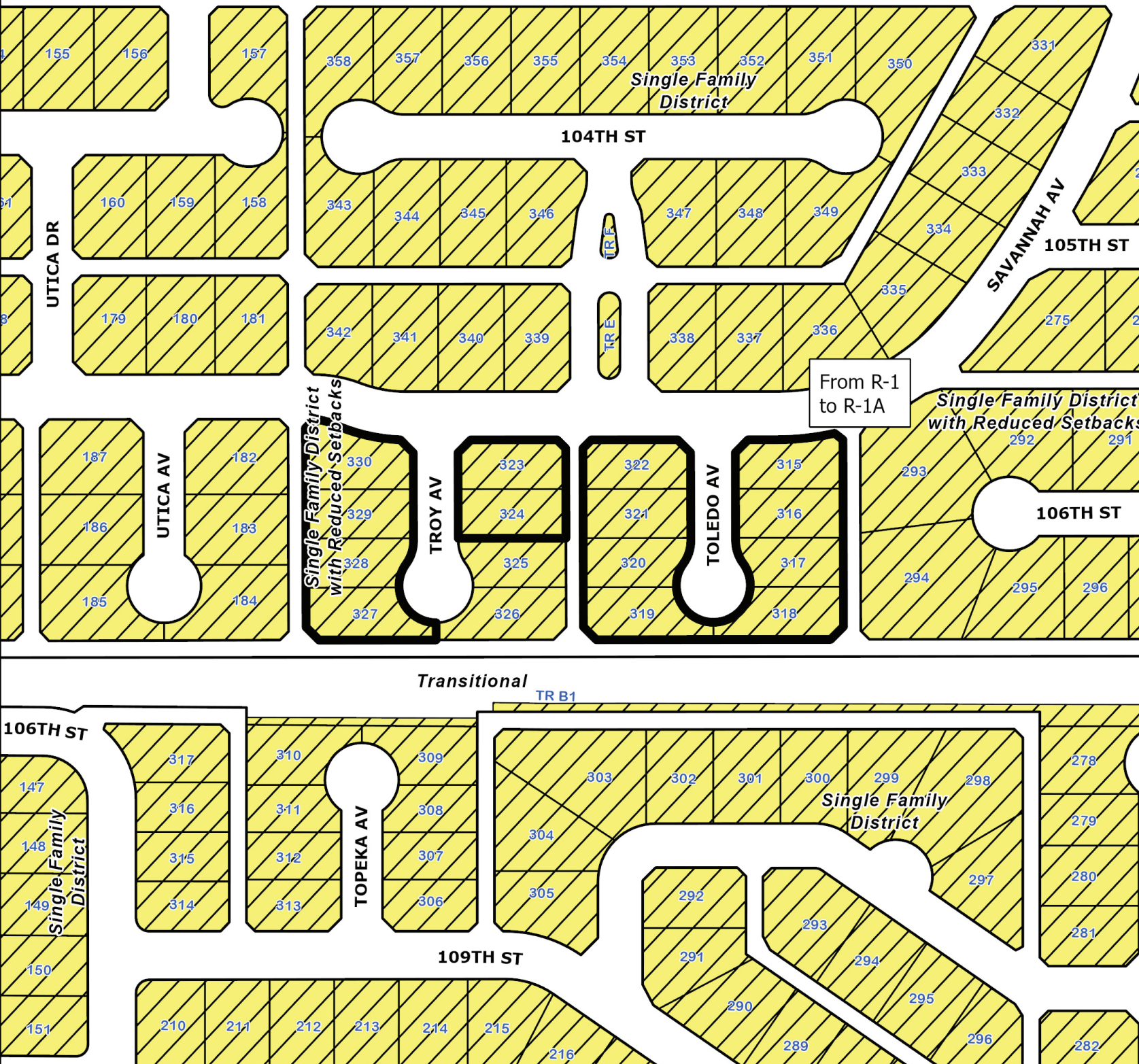




# Current Zoning 2926-E

## Zoning Districts

-  Single Family Specific Use
-  Single Family with Reduced Setbacks
-  Transitional

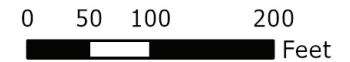




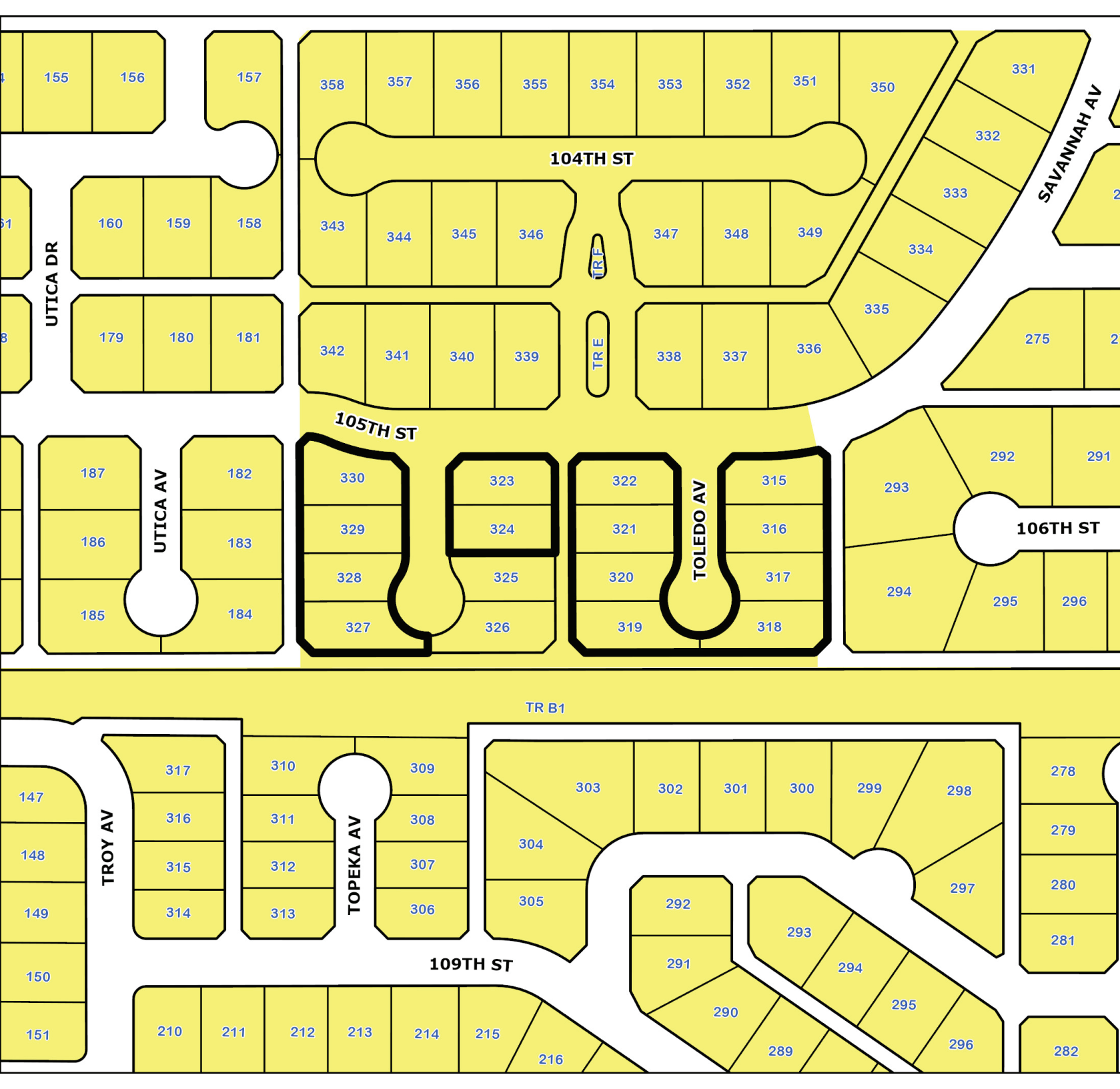
# Future Land Use Plan Case 2926-E

## 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



Date Exported: August 2021



2926-E



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





Lubbock Planning Department  
 PO Box 2000 / 1314 Avenue K  
 Lubbock, TX 79457  
**APPLICATION FOR ZONING CHANGE**

**Project Information**

Location or Address: Lots on each side of Troy Avenue and Toledo Avenue south of 105th  
 Lots/Tracts: Lots 315-234 and 327-330, Lakeridge Estates  
 Survey & Abstract: \_\_\_\_\_  
 Metes and Bounds Attached: Yes  No  Total Acreage of Request: X  
 Existing Land Use: Residential Existing Zoning: R1A  
 Requested Zoning: R-1A Specific Use for Garden Homes  
 If property is not subdivided, will a preliminary plat be submitted? Yes  No

**Representative/Agent Information (if different from owner)**

Firm Name: AMD Engineering, LLC  
 Name: Will Stephens  
 Address: 6515 68th Street, Suite 300 City: Lubbock State: TX  
 ZIP Code: 79424 Telephone: 806-771-5976 Email: wstephens@amdeng.com  
 Applicant's Signature: *Will Stephens*  
 Date: 07/30/2021 Printed Name: Will Stephens

**Owner Information**

Firm Name: Salyer Homes  
 Owner: Shane Salyer  
 Address: 5815 82nd St Suite 145 PMA112 City: Lubbock State: TX  
 ZIP Code: 79424 Telephone: 806-928-0419 Email: Shane.salyerhomes@gmail.com  
 Property Owner's Signature: *Shane Salyer*  
 Date: 7/30/21 Printed Name: *Shane Salyer*

**Preparer Information**

Preparer's Signature: *Will Stephens*  
 Date: 07/30/2021 Printed Name: Will Stephens

**For City Use Only**

Zone Case No: \_\_\_\_\_ Planning and Zoning Commission Date: \_\_\_\_\_  
 Request for zoning change from: \_\_\_\_\_ To: \_\_\_\_\_  
 Lots: \_\_\_\_\_ Blocks: \_\_\_\_\_  
 Addition: \_\_\_\_\_

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at [cityplanning@mylubbock.us](mailto:cityplanning@mylubbock.us).



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: Lots on each side of Troy Avenue and Toledo Avenue south of 105th
Lots/Tracts: Lots 315-234 and 327-330, Lakeridge Estates
Survey & Abstract:
Metes and Bounds Attached: Yes [ ] No [x] Total Acreage of Request: X
Existing Land Use: Residential Existing Zoning: R1A
Requested Zoning: R-1A Specific Use for Garden Homes
If property is not subdivided, will a preliminary plat be submitted? Yes [x] 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: 07/30/2021 Printed Name: Will Stephens

Owner Information

Firm Name: LakeRidge Estates of Lubbock
Owner: LakeRidge Estates of Lubbock
Address: 6310 Lemmon Avenue Suite 200 City: Dallas State: Texas
ZIP Code: 75209 Telephone: 2147637775 Email: rmyers@myersfinancialcorp.com
Property Owner's Signature: [Signature]
Date: 7/30/2021 Printed Name: Robert E. Myers

Preparer Information

Preparer's Signature: [Signature]
Date: 07/30/2021 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: Lots on each side of Troy Avenue and Toledo Avenue south of 105th  
Lots/Tracts: Lots 315-234 and 327-330, Lakeridge Estates  
Survey & Abstract: \_\_\_\_\_  
Metes and Bounds Attached: Yes  No  Total Acreage of Request: X  
Existing Land Use: Residential Existing Zoning: R1A  
Requested Zoning: R-1A Specific Use for Garden Homes  
If property is not subdivided, will a preliminary plat be submitted? Yes  No

**Representative/Agent Information (if different from owner)**

Firm Name: AMD Engineering, LLC  
Name: Will Stephens  
Address: 6515 68th Street, Suite 300 City: Lubbock State: TX  
ZIP Code: 79424 Telephone: 806-771-5976 Email: wstephens@amdeng.com  
Applicant's Signature: *Will Stephens*  
Date: 07/30/2021 Printed Name: Will Stephens

**Owner Information**

Firm Name: Platinum Homes of Lubbock, LLC  
Owner: Robert Wood  
Address: 8213 Alcove Avenue City: Lubbock State: TX  
ZIP Code: 79413 Telephone: 806-773-0813 Email: rwood@robertwoodhomes.com  
Property Owner's Signature: *Robert Wood*  
Date: 07/30/2021 Printed Name: Robert Wood

**Preparer Information**

Preparer's Signature: *Will Stephens*  
Date: 07/30/2021 Printed Name: Will Stephens

**For City Use Only**

Zone Case No: \_\_\_\_\_ Planning and Zoning Commission Date: \_\_\_\_\_  
Request for zoning change from: \_\_\_\_\_ To: \_\_\_\_\_  
Lots: \_\_\_\_\_ Blocks: \_\_\_\_\_  
Addition: \_\_\_\_\_

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at [cityplanning@mylubbock.us](mailto:cityplanning@mylubbock.us).



Lubbock Planning Department  
PO Box 2000 / 1314 Avenue K  
Lubbock, TX 79457

**APPLICATION FOR ZONING CHANGE**

**Project Information**

Location or Address: Lots on each side of Troy Avenue and Toledo Avenue south of 105th  
Lots/Tracts: Lots 315-234 and 327-330, Lakeridge Estates  
Survey & Abstract: \_\_\_\_\_  
Metes and Bounds Attached: Yes  No  Total Acreage of Request: X  
Existing Land Use: Residential Existing Zoning: R1A  
Requested Zoning: R-1A Specific Use for Garden Homes  
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: 07/30/2021 Printed Name: Will Stephens

**Owner Information**

Firm Name: Aa Telephone: 000-  
Owner: Aaron  
Address: PO Box City: Lubbock State: Texas  
ZIP Code: 79461 Telephone: 778-7375 Email: daniel.44@yahoo.com  
Property Owner: DANIEL  
Date: 07/29/20 Printed Name: Aaron B Daniel

**Preparer Information**

Preparer's Signature: Will Stephens  
Date: 07/30/2021 Printed Name: Will Stephens

**For City Use Only**

Zone Case No: \_\_\_\_\_ Planning and Zoning Commission Date: \_\_\_\_\_  
Request for zoning change from: \_\_\_\_\_ To: \_\_\_\_\_  
Lots: \_\_\_\_\_ Blocks: \_\_\_\_\_  
Addition: \_\_\_\_\_

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at [cityplanning@mylubbock.us](mailto:cityplanning@mylubbock.us).







**Project Information**

Location or Address: Lots on each side of Troy Avenue and Toledo Avenue south of 105th  
 Lots/Tracts: Lots 315-234 and 327-330, Lakeridge Estates  
 Survey & Abstract: \_\_\_\_\_  
 Metes and Bounds Attached: Yes  No  Total Acreage of Request: X  
 Existing Land Use: Residential Existing Zoning: R1A  
 Requested Zoning: R-1A Specific Use for Garden Homes  
 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: 07/30/2021 Printed Name: Will Stephens

**Owner Information**

Firm Name: LS Kingdom Homes  
 Owner: BJ Lewis  
 Address: 7405 82nd St. City: Lubbock State: TX  
 ZIP Code: 79424 Telephone: 806.786.3673 Email: bj.lewis@yahoo.com  
 Property Owner's Signature:   
 Date: \_\_\_\_\_ Printed Name: BJ Lewis

**Preparer Information**

Preparer's Signature:   
 Date: 07/30/2021 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: \_\_\_\_\_



Lubbock Planning Department  
 PO Box 2000 / 1314 Avenue K  
 Lubbock, TX 79457  
**APPLICATION FOR ZONING CHANGE**

**Project Information**

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 Survey & Abstract: \_\_\_\_\_  
 Metes and Bounds Attached: Yes  No  Total Acreage of Request: X  
 Existing Land Use: Residential Existing Zoning: R1A  
 Requested Zoning: R-1A Specific Use for Garden Homes  
 If property is not subdivided, will a preliminary plat be submitted? Yes  No

**Representative/Agent Information (if different from owner)**

Firm Name: AMD Engineering, LLC  
 Name: Will Stephens  
 Address: 6515 68th Street, Suite 300 City: Lubbock State: TX  
 ZIP Code: 79424 Telephone: 806-771-5976 Email: wstephens@amdeng.com  
 Applicant's Signature: *Will Stephens*  
 Date: 07/30/2021 Printed Name: Will Stephens

**Owner Information**

Firm Name: \_\_\_\_\_  
 Owner: Keith ; Dana Reeger  
 Address: 10504 Toledo AV City: Lubbock State: TX  
 ZIP Code: 79424 Telephone: 806-535-1861 Email: keithr@dwilliams.net  
 Property Owner's Signature: *Dana Reeger Keith Reeger*  
 Date: 8-2-21 Printed Name: Dana Reeger ; Keith Reeger

**Preparer Information**

Preparer's Signature: *Will Stephens*  
 Date: 07/30/2021 Printed Name: Will Stephens

**For City Use Only**

Zone Case No: \_\_\_\_\_ Planning and Zoning Commission Date: \_\_\_\_\_  
 Request for zoning change from: \_\_\_\_\_ To: \_\_\_\_\_  
 Lots: \_\_\_\_\_ Blocks: \_\_\_\_\_  
 Addition: \_\_\_\_\_

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at [cityplanning@mylubbock.us](mailto:cityplanning@mylubbock.us).





**Project Information**

Location or Address: Lots on each side of Troy Avenue and Toledo Avenue south of 105th  
 Lots/Tracts: Lots 315-234 and 327-330, Lakeridge Estates  
 Survey & Abstract: \_\_\_\_\_  
 Metes and Bounds Attached: Yes  No  Total Acreage of Request: X  
 Existing Land Use: Residential Existing Zoning: R1A  
 Requested Zoning: R-1A Specific Use for Garden Homes  
 If property is not subdivided, will a preliminary plat be submitted? Yes  No

**Representative/Agent Information (if different from owner)**

Firm Name: AMD Engineering, LLC  
 Name: Will Stephens  
 Address: 6515 68th Street, Suite 300 City: Lubbock State: TX  
 ZIP Code: 79424 Telephone: 806-771-5976 Email: wstephens@amdeng.com  
 Applicant's Signature: *Will Stephens*  
 Date: 07/30/2021 Printed Name: Will Stephens

**Owner Information**

Firm Name: HARTLINE Companies LLC  
 Owner: Toby Hartline  
 Address: Lots 308, 309, 310, 313 City: Lubbock State: TX  
 ZIP Code: 79424 Telephone: 806-787-8711 Email: tobyhartline@gmail.com  
 Property Owner's Signature: *Toby Hartline*  
 Date: 7/30/21 Printed Name: Toby Hartline

**Preparer Information**

Preparer's Signature: *Will Stephens*  
 Date: 07/30/2021 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: \_\_\_\_\_



**Project Information**

Location or Address: Lots on each side of Troy Avenue and Toledo Avenue south of 105th  
 Lots/Tracts: Lots 315-234 and 327-330, Lakeridge Estates  
 Survey & Abstract: \_\_\_\_\_  
 Metes and Bounds Attached: Yes  No  Total Acreage of Request: X  
 Existing Land Use: Residential Existing Zoning: R1A  
 Requested Zoning: R-1A Specific Use for Garden Homes  
 If property is not subdivided, will a preliminary plat be submitted? Yes  No

**Representative/Agent Information (if different from owner)**

Firm Name: AMD Engineering, LLC  
 Name: Will Stephens  
 Address: 6515 68th Street, Suite 300 City: Lubbock State: TX  
 ZIP Code: 79424 Telephone: 806-771-5976 Email: wstephens@amdeng.com  
 Applicant's Signature: *Will Stephens*  
 Date: 07/30/2021 Printed Name: Will Stephens

**Owner Information**

Firm Name: Wooded Forest Land Co LLC  
 Owner: Wooded Forest Land Co  
 Address: 8213 Avenue City: Lubbock State: TX  
 ZIP Code: 79424 Telephone: 806-2000 Email: \_\_\_\_\_  
 Property Owner's Signature: *Trey Strum*  
 Date: 7-29-21 Printed Name: Trey Strum

**Preparer Information**

Preparer's Signature: *Will Stephens*  
 Date: 07/30/2021 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: \_\_\_\_\_



From: Cory Dulin cdulin@amdeng.com  
Subject: Lakeridge Zone Change Application  
Date: Aug 2, 2021 at 11:06:58 AM  
To: enme54@gmail.com, keithr@dwilliams.net  
Cc: Robert Myers rmyers@myersfinancialcorp.com, Will Stephens wstephens@amdeng.com

Please sign these and fill out the ownership information and return to me ASAP. Thank you!

**Cory R. Dulin, P.E., CFM**  
**AMD Engineering, LLC**

Texas Registered Engineering Firm (TX No. F-9197)  
Texas Licensed Surveying Firm (TX No. 101785-00)  
6515 68th St. | Suite 300 | Lubbock, TX 79424  
Office: (806) 771-5976  
Cell: (806) 786-0169



Lubbock Planning Department  
PO Box 2000 / 1314 Avenue K  
Lubbock, TX 79457  
**APPLICATION FOR ZONING CHANGE**

**Project Information**

Location or Address: Lots on each side of Troy Avenue and Toledo Avenue south of 105th  
Lots/Tracts: Lots 315-234 and 327-330, Lakeridge Estates  
Survey & Abstract: \_\_\_\_\_  
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Requested Zoning: R-1A Specific Use for Garden Homes  
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: 07/30/2021 Printed Name: Will Stephens

**Owner Information**

Firm Name: \_\_\_\_\_  
Owner: Frankie & Vicki Tipton  
Address: 15807 CR 1870 City: Lubbock State: TX  
ZIP Code: 79424 Telephone: 806-219-5635 Email: enme54@gmail.com  
Property Owner's Signature: [Signature]

Date: 8-2-21

Printed Name: Frankie Tipton Vicki Tipton

**Preparer Information**

Preparer's Signature WS

Date: 07/30/2021

Printed Name: Will Stephens

**For City Use Only**

Zone Case No: \_\_\_\_\_ Planning and Zoning Commission Date: \_\_\_\_\_

Request for zoning change from: \_\_\_\_\_ To: \_\_\_\_\_

Lots: \_\_\_\_\_ Blocks: \_\_\_\_\_

Addition: \_\_\_\_\_

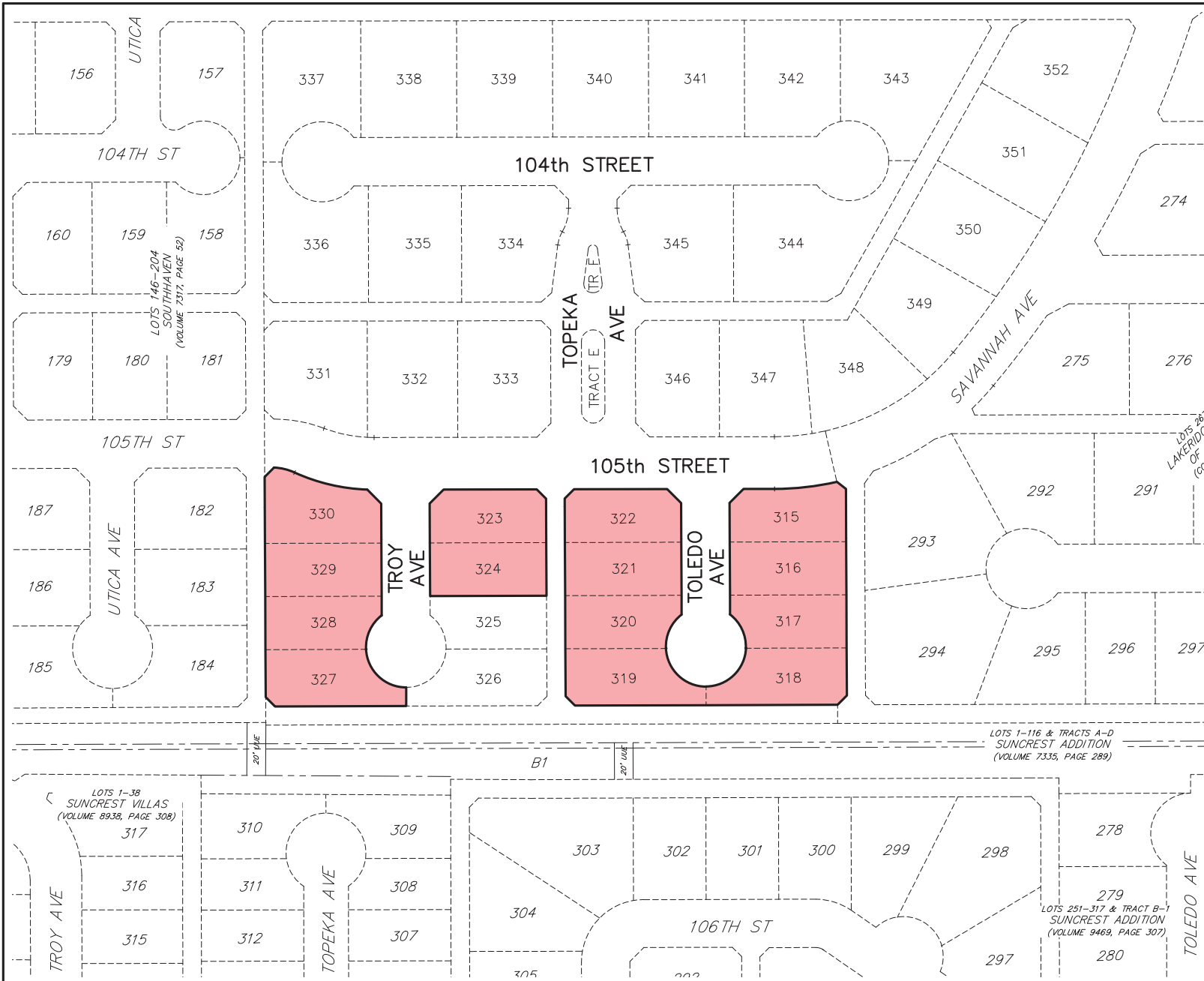
If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at [cityplanning@mylubbock.us](mailto:cityplanning@mylubbock.us).

**ZONE CHANGE APPLICATION  
EXHIBIT  
(SHEET 1)**

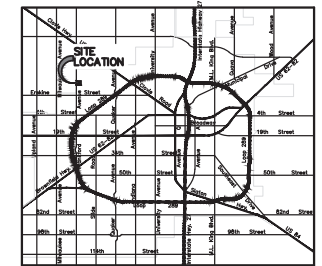
**2.33 ACRES - LOTS 315-324  
AND 327-330, LAKERIDGE  
ESTATES OF LUBBOCK  
LUBBOCK COUNTY, TEXAS**

**NOTES:**  
SCALE: 1" = 100'

 - ZONING REQUEST R-1A SPECIFIC USE FOR GARDEN HOMES FACILITY FROM (R-1A)



SCALE: 1"=100'



VICINITY MAP  
NOT TO SCALE

**AMD** CIVIL ENGINEERING  
LAND SURVEYING  
AMD Engineering, LLC Phone: 806-771-5976  
6515 68th Street, Suite 300 Fax: 806-771-7625  
Lubbock, TX 79424 TBPE Reg. # F-9197  
Accuracy - Efficiency - Integrity



**Special City Council Meeting**

**2. 8.**

**Meeting Date:** 09/07/2021

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**Agenda Item**

**Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing portions of 7th, 8th, 9th, and 10th Streets, and portions of Avenue B, and portions of the alleys located in Blocks 63, 79, and 95, Original Town of Lubbock to the City of Lubbock, Lubbock County, Texas.

**Item Summary**

The City of Lubbock is in receipt of a request to abandon and close portions of 7th, 8th, 9th, and 10th Streets and alleys, and portions of 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.

The total area being closed is 197,893.08 square feet (4.543 acres). The Right-of-Way Department valued the closure at \$0.30 per square foot based on adjacent property land values, for a value of \$59,367.92 due to the City. Utility easements will be dedicated back to the City at no cost; therefore, there will be a 50% credit for a total due to the City of \$29,683.96.

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

**Fiscal Impact**

Revenue of \$29,683.96 to the General Fund

**Staff/Board Recommending**

Jesica McEachern, Assistant City Manager

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**Attachments**

Ordinance (r) Abandon and Close Portions of 7th 8th 9th 10th

Exhibit A - Closures, Portions of Streets and Alleys, Original Town

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

AN ORDINANCE ABANDONING AND CLOSING PORTIONS OF 7<sup>TH</sup>, 8<sup>TH</sup>, 9<sup>TH</sup>, AND 10<sup>TH</sup> STREETS AND PORTIONS OF AVENUE B AND PORTIONS OF THE ALLEYS LOCATED IN BLOCKS 63, 79, AND 95, ORIGINAL TOWN OF LUBBOCK TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 5, PAGE 385, DEED RECORDS OF LUBBOCK COUNTY, TEXAS WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; RESERVING A UTILITY EASEMENT AND A STORM WATER DRAINAGE EASEMENT; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING AND RESERVATION; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

SECTION 2. THAT an easement is hereby reserved on the property described in Section 1, above, and such easement is reserved and retained for utility easement purposes and storm water drainage easement purposes with the right of ingress and egress at all times for such purpose, and an easement is also reserved for any and all existing pipelines or other utilities within said property together with all rights appurtenant to the continuation of such utilities.

SECTION 3. THAT the City Engineer is hereby authorized and directed to mark the official maps of the City of Lubbock to reflect said abandonment and closing, showing the number of this Ordinance and the date of its final passage.

SECTION 4. THAT should any section, paragraph, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary of the City of Lubbock is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

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

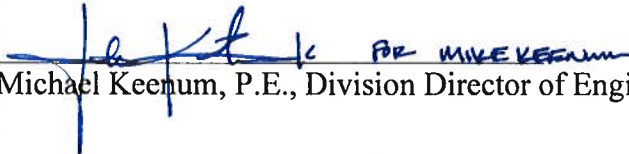
Passed by the City Council on second reading this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

ATTEST:

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

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

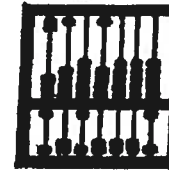
  
\_\_\_\_\_  
Ryan Brooke, Assistant City Attorney

Ord.A&C-Streets & Alleys Original Town of Lubbock (Fair Grounds)  
8.2.21



**ABACUS** ENGINEERING  
SURVEYING  
Texas Surveying No. 101153-00  
Texas Engineering Firm No. 4388

2737 81ST STREET LUBBOCK, TEXAS 79423  
(806) 745-7870



"Count on it"



FIELD NOTE DESCRIPTION of parts of 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup> 10<sup>th</sup> Streets and Part of Avenue B and alleys in Blocks 63, 79 and 95, Original Town of Lubbock to the City of Lubbock, Lubbock County, Texas, According to the Map, Plat and/or Dedication Deed thereof Recorded in Volume 5, Page 385, Deed Records of Lubbock County, Texas proposed to be closed and further described as follows:

BEGINNING at a set 1/2" iron rod with green cap marked RPLS 4460, hereinafter referred to as Abacus Cap, for the Northeast corner of Lot 20, Block 95, Original Town of Lubbock and an Easterly corner of this tract;

THENCE N 88°20'37" W, with the South line of 9<sup>th</sup> Street, 125.00 feet to a set Abacus Cap for a corner of this tract;

THENCE S 01°42'23" W, with the East line of an alley, 260.00 feet to a set Abacus Cap for a corner of this tract;

THENCE N 88°20'37" W, 20.00 feet to a corner of this tract;

THENCE N 01°42'23" E, with the West line of an alley, 260.00 feet to a corner of this tract;

THENCE N 88°20'37" W, with the South line of 9<sup>th</sup> Street, 125.00 feet to a found 1/2" iron rod for a corner of this tract;

THENCE S 01°42'23" W, with the East line of Avenue B, 260.00 feet to a found 1/2" Iron rod on the Southeast side of a found iron pipe for a corner of this tract;

THENCE N 88°20'37" W, 75.00 feet to a set Abacus Cap at the Southeast corner of Lot 11, Block 94, Original Town of Lubbock for a corner of this tract;

THENCE S 01°42'23" W, 75.00 feet to a set Abacus Cap for the most Southerly Southeast corner of this tract;

THENCE N 88°20'37" W, with the South line of 10<sup>th</sup> Street, 125.00 feet to a set Abacus Cap for the most Southerly Southwest corner of this tract;

THENCE N 01°42'23" E, 75.00 feet to a corner of this tract;

THENCE S 88°20'37" E, with the North line of 10<sup>th</sup> Street, 125.00 feet to a corner of this tract;

THENCE N 01°42'23" E, with the West line of Avenue B, 260.00 feet to a corner of this tract;

THENCE N 88°20'37" W, with the South line of 9<sup>th</sup> Street, 125.00 feet to a set Abacus Cap for a corner of this tract;

THENCE N 01°42'23" E, 75.00 feet to a corner of this tract;

THENCE S 88°20'37" E, with the North line of 9<sup>th</sup> Street, 125.00 feet to a corner of this tract;

THENCE N 01°42'23" E, with the West line of Avenue B, 260.10 feet to a corner of this tract;

THENCE N 88°20'37" W, with the South line of 8<sup>th</sup> Street, 125.00 feet to a set Abacus Cap for a corner of this tract;

THENCE N 01°42'23" E, 75.00 feet to a set Abacus Cap for a corner of this tract;

THENCE S 88°20'37" E, with the North line of 8<sup>th</sup> Street, 125.00 feet to a corner of this tract;

THENCE N 01°42'23" E, with the West line of Avenue B, 260.10 feet to a corner of this tract;

THENCE N 88°20'37" W, with the South line of 7<sup>th</sup> Street, 125.00 feet to a corner of this tract;

THENCE N 01°42'23" E, 75.00 feet to a set Abacus Cap for a Northwesterly corner of this tract;

THENCE S 88°20'37" E, with the North line of 7<sup>th</sup> Street, 125.00 feet to a corner of this tract;

THENCE N 01°42'23" E, with the West line of Avenue B, 260.11 feet to a found 1/2" iron pipe for the most Northerly Northwest corner of this tract;

THENCE S 88°20'37" E, 75.00 feet to a found 3/8" iron rod on the South side of a 1" iron rod for the most Northerly Northeast corner of this tract from which a found iron rod with yellow cap bears N 05° W, 3.68 feet;

THENCE S 01°42'23" W, with the East line of Avenue B, 260.11 feet to a corner of this tract;

THENCE S 88°20'37" E, with the North line of 7<sup>th</sup> Street, 125.00 feet to a set Abacus Cap for a corner of this tract;

THENCE S 01°42'23" W, 75.00 feet to a set Abacus Cap for a corner of this tract;

THENCE N 88°20'37" W, with the South line of 7<sup>th</sup> Street, 20.00 feet to a corner of this tract;

THENCE S 01°42'23" W, with the East line of an alley, 260.10 feet to a corner of this tract;

THENCE S 88°20'37" E, with the North line of 8<sup>th</sup> Street, 125.00 feet to a cut "X" in concrete for a corner of this tract;

THENCE S 01°42'23" W, 75.00 feet to a set nail and washer marked Abacus Eng. RPLS 4460 for a corner of this tract;

THENCE N 88°20'37" W, with the South line of 8<sup>th</sup> Street, 125.00 feet to a corner of this tract;

THENCE S 01°42'23" W, with the East line of an alley, 260.10 feet to a corner of this tract from which a found 3/4" iron pipe bears East 0.15 feet;

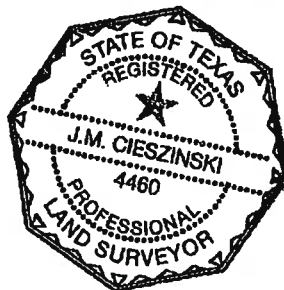
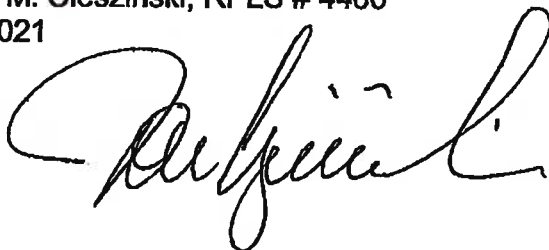
THENCE S 88°20'37" E, with the North line of 9<sup>th</sup> Street, 125.00 feet to a set nail and washer for the Southeast corner of Lot 11, Block 79 and a corner of this tract;

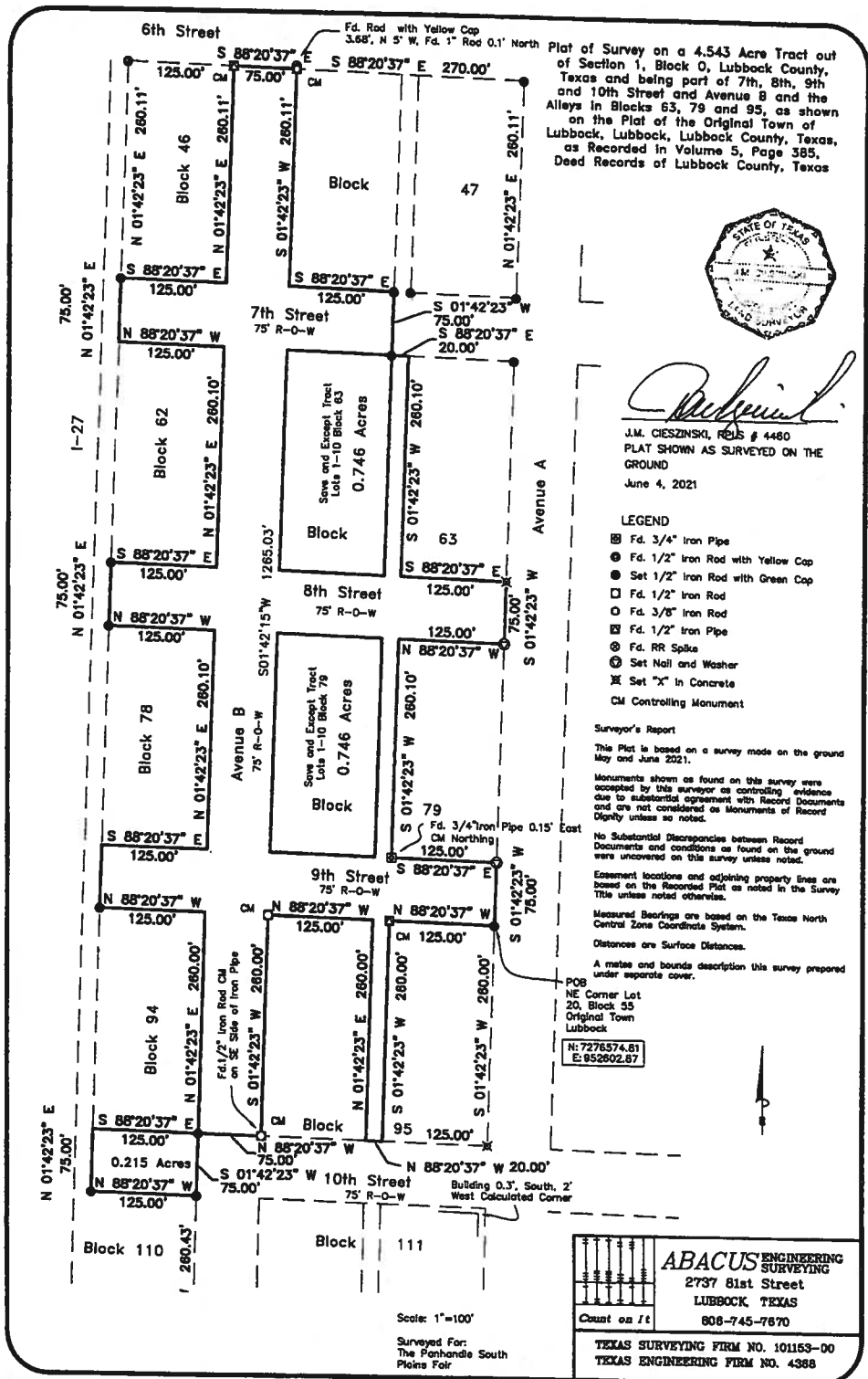
THENCE S 01°42'23" W, 75.00 feet to the PLACE of BEGINNING and containing 5.288 acres SAVE and EXCEPT 0.746 acres in Lots 1-10, Block 79 for a net acreage of 4.543 acres.

These Notes are based on a survey made on the ground and shown on a plat of even date herewith.

Jonathan M. Cieszinski, RPLS # 4460

June 4, 2021





Plat of Survey on a 4.543 Acre Tract out of Section 1, Block 0, Lubbock County, Texas and being part of 7th, 8th, 9th and 10th Street and Avenue B and the Alleys in Blocks 63, 79 and 95, as shown on the Plat of the Original Town of Lubbock, Lubbock, Lubbock County, Texas, as Recorded in Volume 5, Page 385, Deed Records of Lubbock County, Texas



*J.M. Cieszinski*  
 J.M. CIESZINSKI, P.E. # 4480  
 PLAT SHOWN AS SURVEYED ON THE GROUND  
 June 4, 2021

- LEGEND**
- ⊠ Fd. 3/4" Iron Pipe
  - Fd. 1/2" Iron Rod with Yellow Cap
  - Set 1/2" Iron Rod with Green Cap
  - Fd. 1/2" Iron Rod
  - Fd. 3/8" Iron Rod
  - ⊠ Fd. 1/2" Iron Pipe
  - ⊙ Fd. RR Spike
  - ⊙ Set Nail and Washer
  - ⊗ Set "X" in Concrete
  - CM Controlling Monument

**Surveyor's Report**  
 This Plat is based on a survey made on the ground May and June 2021.  
 Monuments shown as found on this survey were accepted by this surveyor as controlling evidence due to substantial agreement with Record Documents and are not considered as Monuments of Record Duly unless so noted.  
 No Substantial Discrepancies between Record Documents and conditions as found on the ground were uncovered on this survey unless noted.  
 Easement locations and adjoining property lines are based on the Recorded Plat as noted in the Survey Title unless noted otherwise.  
 Measured Bearings are based on the Texas North Central Zone Coordinate System.  
 Distances are Surface Distances.  
 A metes and bounds description this survey prepared under separate cover.

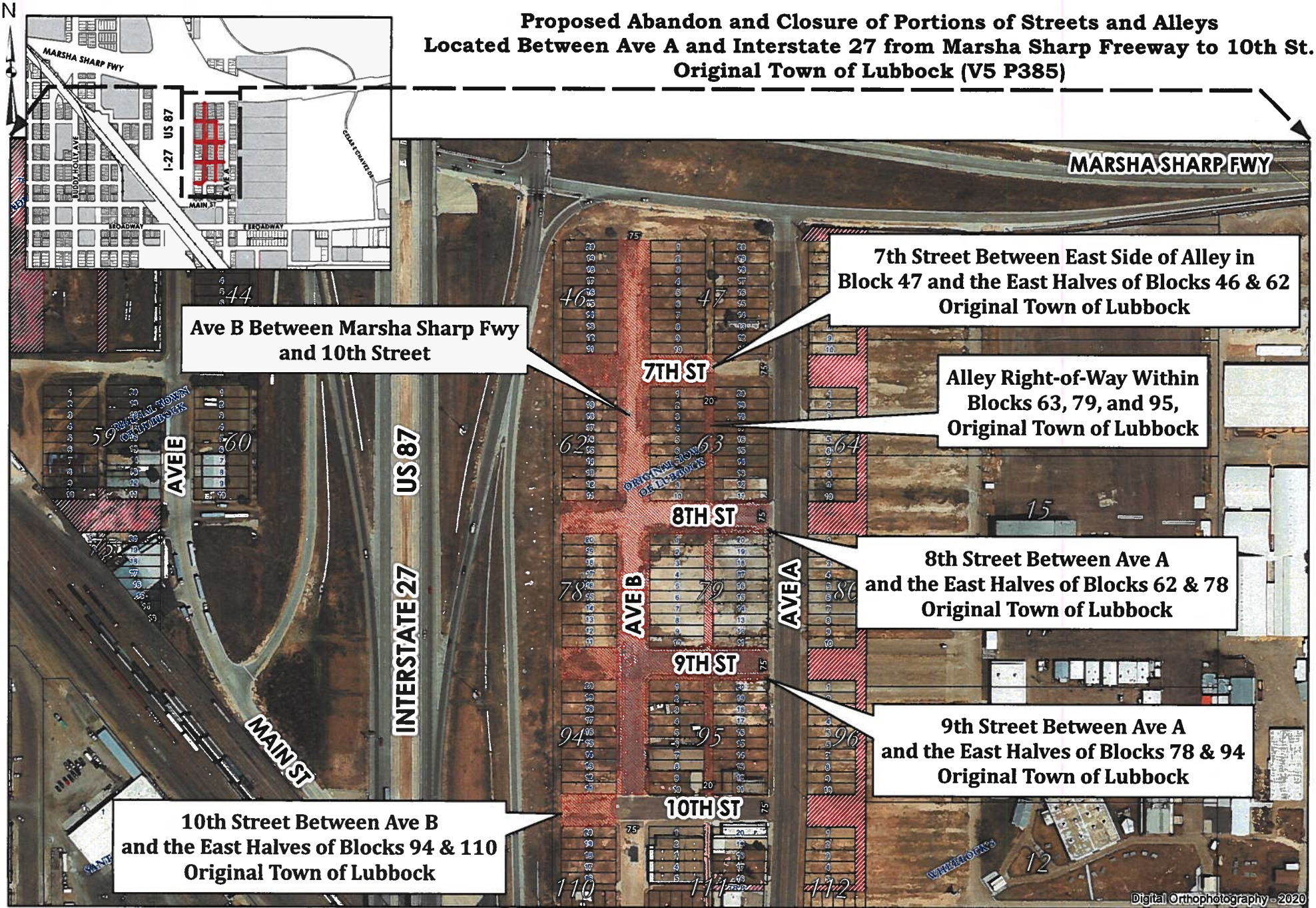
POB  
 NE Corner Lot  
 20, Block 55  
 Original Town  
 Lubbock  
 N: 7276574.61  
 E: 952602.87

	<b>ABACUS ENGINEERING SURVEYING</b> 2737 81st Street LUBBOCK, TEXAS 806-745-7870
	TEXAS SURVEYING FIRM NO. 101153-00 TEXAS ENGINEERING FIRM NO. 4388
	Count on It

Scale: 1"=100'  
 Surveyed For:  
 The Panhandle South  
 Plains Fair



**Proposed Abandon and Closure of Portions of Streets and Alleys  
 Located Between Ave A and Interstate 27 from Marsha Sharp Freeway to 10th St.  
 Original Town of Lubbock (V5 P385)**



**Ave B Between Marsha Sharp Fwy and 10th Street**

**7th Street Between East Side of Alley in Block 47 and the East Halves of Blocks 46 & 62 Original Town of Lubbock**

**Alley Right-of-Way Within Blocks 63, 79, and 95, Original Town of Lubbock**

**8th Street Between Ave A and the East Halves of Blocks 62 & 78 Original Town of Lubbock**

**9th Street Between Ave A and the East Halves of Blocks 78 & 94 Original Town of Lubbock**

**10th Street Between Ave B and the East Halves of Blocks 94 & 110 Original Town of Lubbock**

**Proposed ROW Abandon and Closure**



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



**Special City Council Meeting**

**2.9.**

**Meeting Date:** 09/07/2021

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**Agenda Item**

**Resolution - Public Health Services:** Consider a resolution 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.

**Item Summary**

This amendment provides an additional \$193,635 in funding from the Texas Department of State Health Services to support on-going COVID-19 activities of the City of Lubbock Health Department. The funding will be used to support the salary of existing staff, increase local laboratory testing capacity for COVID-19, and make improvements to the surveillance data system.

**Fiscal Impact**

This amendment for \$193,635 makes the total of the grant award to be \$348,543.

**Staff/Board Recommending**

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

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**Attachments**

Resolution - 0012  
Amendment 1 - HHS000812700012

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**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 Department of State Health Services (DSHS) Contract No. HHS000812700012, to provide funding for COVID-19 activities, by and between the City of Lubbock and the State of Texas acting by and through DSHS, 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



**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. HHS000812700012  
AMENDMENT NO. 1**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“**SYSTEM AGENCY**” OR “**DSHS**”) and **CITY OF LUBBOCK** (“**GRANTEE**”), who are collectively referred to herein as the “Parties,” to that certain grant contract for COVID-19 activities effective August 17, 2020, and denominated DSHS Contract No. HHS000812700012 (“Contract”), now desire to amend the Contract.

**WHEREAS**, the Parties desire to revise the Statement of Work;

**WHEREAS**, the Parties desire to revise the Budget to add additional funding; and

**WHEREAS**, the Parties desire to extend the term of the Contract.

**NOW, THEREFORE**, the Parties hereby amend and modify the Contract as follows:

1. **SECTION III** of the Contract, **DURATION**, is hereby amended to reflect a revised termination date of July 31, 2023.
2. **SECTION IV** of the Contract, **BUDGET**, is hereby amended to add **\$193,635.00** to the Contract for a total not-to-exceed amount of **\$348,543.00** for COVID-19 activities.

The total amount of the Contract includes **\$154,908.00** for the period beginning August 17, 2020, and ending April 30, 2022, and the addition of **\$193,635.00** for the period beginning with the effective date of this Amendment and ending July 31, 2023. All expenditures under the Contract will be in accordance with **ATTACHMENT B-1, REVISED BUDGET**.

3. **ATTACHMENT A** of the Contract, **STATEMENT OF WORK**, is hereby deleted in its entirety and replaced with **ATTACHMENT A-1, REVISED STATEMENT OF WORK** and supplemented with the addition of **ATTACHMENT A-2, SUPPLEMENTAL STATEMENT OF WORK**.
4. **ATTACHMENT B** of the Contract, **BUDGET**, is hereby deleted in its entirety and replaced with **ATTACHMENT B-1, REVISED BUDGET**.
5. This Amendment No. 1 shall be effective as of the date last signed below.
6. Except as amended and modified by this Amendment No. 1, all terms and conditions of the Contract shall remain in full force and effect.
7. Any further revisions to the Contract shall be by written agreement of the Parties.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT NO. 1  
DSHS CONTRACT NO. HHS000812700012**

**SYSTEM AGENCY**

**GRANTEE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Date of Execution: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

**THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE  
CONTRACT:**

<b>ATTACHMENT A-1</b>	<b>REVISED STATEMENT OF WORK</b>
<b>ATTACHMENT A-2</b>	<b>SUPPLEMENTAL STATEMENT OF WORK</b>
<b>ATTACHMENT B-1</b>	<b>REVISED BUDGET</b>

**ATTACHMENT A-1  
REVISED STATEMENT OF WORK**

**I. GRANTEE RESPONSIBILITIES**

Grantee will:

**A. Enhance public health follow-up activities, including:**

1. Conducting case investigations;
2. Eliciting or identifying individuals who may have been exposed to COVID-19;
3. Notifying individuals of COVID-19 exposure; and
4. Providing referrals to COVID-19 testing, vaccine resources and other follow-up services.

Data must be entered into the DSHS data system in accordance with DSHS published guidance. Grantee may not incur COVID-19 contact tracing Call Center expenditures beyond 8/31/2021.

**B. Improve morbidity and mortality surveillance, including:**

1. Establish or enhance community-based surveillance - Surveillance of populations and individuals includes but is not limited to those without severe illness, those with travel to high-risk locations, or those who are contacts to known cases.
2. Monitor and report daily COVID-19 probable and confirmed COVID cases (including deaths) to DSHS.
3. Track and send Emergency Department and outpatient visits for coronavirus (COVID)-like illness, as well as other illnesses, to Texas Syndromic Surveillance System (TxS2).
4. Send copies of all admission, discharge, and transfer (ADT) messages to the Centers for Disease Control and Prevention (CDC) National Syndromic Surveillance Program (NSSP).
5. Monitor and utilize available data in the CDC's National Healthcare Safety Network (NHSN) for confirmed 2019 novel coronavirus (COVID-19) infection or for COVID-like illness.
  - a. Long-term care: <https://www.cdc.gov/nhsn/ltc/covid19/index.html>
  - b. Acute care: <https://www.cdc.gov/nhsn/acute-care-hospital/covid19/index.html>
6. Work with long-term care facilities to enroll the facility in the NHSN Long-Term Care Facility (LTCF) COVID-19 Module.
7. Provide requested information on COVID-19 associated deaths to DSHS within three business days.

**C. Enhance laboratory testing and reporting capacity:**

1. Establish or expand capacity to test all symptomatic individuals, and secondarily expand capacity to achieve community-based surveillance. This capacity would entail increasing testing capabilities above the current number of specimens that can be tested

- at the jurisdiction's public health laboratory or by establishing new testing capabilities at the jurisdiction's laboratory.
2. Screen for past infection (e.g., serology) for health care workers, employees of high-risk facilities, critical infrastructure workforce, and childcare providers.
  3. Obtain all jurisdictional laboratory test data electronically, including from new, non-traditional testing settings, and using alternative file formats (e.g., .csv or .xls) to help automate. In addition to other reportable results, this should include all COVID-19-related testing data, including all tests to detect severe acute respiratory syndrome coronavirus 2 (SAR-CoV-2) and serology testing.
  4. Report all COVID-19-related line level testing data (negatives, positives, indeterminates, serology) daily to DSHS. Data must meet new federal Coronavirus Aid, Relief, and Economic Security (CARES) Act laboratory guidance. All public health data must be reported electronically to DSHS in compliance with the Texas Administrative Code and within appropriate reporting timeframes.
- D. Prevent and control COVID-19 in healthcare settings and protect other vulnerable or high-risk populations:**
1. Assess and monitor COVID-19 infections in healthcare workers across the healthcare spectrum.
  2. Perform infection control assessments using preparedness tools approved by DSHS to ensure interventions are in place to protect high-risk populations.
  3. Monitor and help implement mitigation strategies for COVID-19 in all high-risk healthcare facilities (e.g., hospitals, dialysis clinics, cancer clinics, nursing homes, and other long-term care facilities).
  4. Monitor and help implement mitigation strategies for other high-risk employment settings (e.g., meat processing facilities) and congregate living settings (e.g., prisons, youth homes, shelters).
    - a. This includes coordinating with the Texas Department of Criminal Justice when individuals are released from serving their prison term and will be returning to the jurisdiction. These individuals may have been exposed to COVID-19 while in prison and/or may be COVID-19-positive and require additional public health follow-up.
- E. Monitor and mitigate COVID-19 introductions from connected jurisdictions (i.e., neighboring cities and states, including air travel).**
- F. Work with healthcare system to manage and monitor system capacity.**
1. Assess and monitor the number and availability of critical care staff, necessary PPE and potentially life-saving medical equipment, as well as access to testing services.
  2. Leverage NHSN data to **monitor** healthcare worker staffing, Patient Impact, Hospital Capacity, and healthcare supplies (PPE, PAPRs, ventilators, etc.). Grantee will request access to the NHSN database within 30 days of the execution of this Contract or within 30 days of hire for the position completing the data entry. Upon access approval,

Grantee will review available NHSN data (at least monthly) to assess gaps in the healthcare system.

- G. Improve understanding of jurisdictional communities with respect to COVID-19 risk. Grantee must build an understanding of population density and high-risk population density (i.e., population of >65 yrs., proportion of population with underlying conditions, households with limited English fluency, healthcare-seeking behavior, populations without insurance and those below poverty level).
- H. Submit a quarterly report on the report template to be provided by DSHS. Quarterly reports are due on or before the 15th of the month following the end of the quarter being reported on. Each report must contain a summary of activities that occurred during the preceding quarter for each activity listed above in Section I, A through G. Submit quarterly reports by electronic mail to [COVID.Contracts@dshs.texas.gov](mailto:COVID.Contracts@dshs.texas.gov). The email "Subject Line" and the name of the attached file for all reports should be clearly identified with the Grantee's Name, Contract Number, IDCU/COVID and the quarter the report covers.
- I. May use funds to pay pre-award costs which date back to January 20, 2020, that are directly related to the COVID-19 outbreak response. All pre-award costs must be approved in writing by DSHS.
- J. Not use funds for research, clinical care, fundraising activities, construction or major renovations, to supplant existing state or federal funds for activities, or funding an award to another party or provider who is ineligible. Other than normal and recognized executive-legislative relationships, no funds may be used for:
  - 1. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body;
  - 2. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative act or Executive order proposed or pending before any legislative body.
- K. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more, but less than \$5,000: 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. Controlled Assets are considered Supplies.
- L. Grantee shall maintain an inventory of Equipment, supplies defined as Controlled Assets, and real property and submit an annual cumulative report of the equipment and other property on the DSHS Contractor's Property Inventory Report located at <https://www.dshs.state.tx.us/grants/forms.shtm> to [CMSInvoices@dshs.texas.gov](mailto:CMSInvoices@dshs.texas.gov) and [COVID.Contracts@dshs.texas.gov](mailto:COVID.Contracts@dshs.texas.gov) not later than October 15 of each year. If Grantee did not purchase Equipment or other property, this report is still required to be submitted.

- M. DSHS funds must not be used to purchase buildings or real property without prior written approval from DSHS. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.
- N. 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 DSHS. Title may be transferred to any other party designated by DSHS. DSHS may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.

## **II. PERFORMANCE MEASURES**

The System Agency will monitor the Grantee's performance of the requirements in Attachments A-1 and A-2 and compliance with the Contract's terms and conditions.

## **III. INVOICE AND PAYMENT**

- A. Grantee will request payments using the State of Texas Purchase Voucher (Form B-13) located at <http://www.dshs.state.tx.us/grants/forms.shtm>. Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to all addresses/number below.

Department of State Health Services  
Claims Processing Unit, MC 1940  
1100 West 49<sup>th</sup> Street  
P.O. Box 149347  
Austin, TX 78714-9347  
FAX: (512) 458-7442  
EMAIL: [invoices@dshs.state.tx.us](mailto:invoices@dshs.state.tx.us) and  
EMAIL: [CMSInvoices@dshs.texas.gov](mailto:CMSInvoices@dshs.texas.gov) and  
EMAIL: [COVID.Contracts@dshs.texas.gov](mailto:COVID.Contracts@dshs.texas.gov)

- B. Grantee will be paid on a cost reimbursement basis and in accordance with the Revised Budget in Attachment B-1 of this Contract.
- C. Grantee will submit requests for reimbursement (Form B-13) and financial expenditure template 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 DSHS upon request. In the event a cost reimbursed under the Contract is later determined to be unallowable, then the Grantee will reimburse DSHS for that cost.
- D. Grantee will submit quarterly Financial Status Reports (FSRs) to DSHS by the last business day of the month following the end of each quarter of the Contract for DSHS review and financial assessment.
- E. Grantee will submit request for reimbursement (B-13) as a final close-out invoice not later than forty-five (45) calendar days following the end of the term of the Contract.



Reimbursement requests received in the DSHS office more than forty-five (45) calendar days following the termination of the Contract may not be paid.

- F. Grantee will submit a final FSR as a final close-out FSR not later than forty-five (45) calendar days following the end of the term of the Contract.

## **ATTACHMENT A-2 SUPPLEMENTAL STATEMENT OF WORK**

### **I. GRANTEE RESPONSIBILITIES**

Grantee will perform activities as submitted in their DSHS-approved budget for this specific funding contract period. Only activities listed below are approved for this funding and any additional activities not listed in the approved budget must be submitted for DSHS consideration and approval. The activities for this contract funding period are as follows:

#### **A. Enhance Laboratory, Surveillance, Informatics and other Workforce Capacity, including:**

1. Train and hire staff to improve laboratory workforce ability to address issues around laboratory safety, quality management, inventory management, specimen management, diagnostic and surveillance testing and reporting results.
2. Build expertise for healthcare and community outbreak response and infection prevention and control (IPC) among local health departments.
3. Train and hire staff to improve the capacities of the epidemiology and informatics workforce to effectively conduct surveillance and response of COVID-19 (including case investigation and public health follow-up activities) and other emerging infections and conditions of public health significance. This should include staff who can address unique cultural needs of those at higher risk for COVID-19.
4. Build Grantee staff expertise to support management of the COVID-19-related activities within the jurisdiction and integrate into the broader Epidemiology and Laboratory Capacity (ELC) portfolio of activities (e.g., additional leadership, program and project managers, budget staff).
5. Increase capacity for timely data management, analysis, and reporting for COVID-19 and other emerging coronavirus and other infections and conditions of public health significance.

#### **B. Strengthen Laboratory Testing**

1. Establish or expand capacity to quickly, accurately and safely test for SARS-CoV-2/COVID-19 and build infectious disease preparedness for future coronavirus and other events involving other pathogens with potential for broad community spread.
  - a. Develop systems to improve speed and efficiency of specimen submission to clinical and reference laboratories.
  - b. Strengthen ability to rapidly respond to testing (e.g., nucleic acid amplification test [NAAT], antigen) as necessary to ensure that optimal utilization of existing and new testing platforms can be supported to help meet increases in testing demand in a timely manner. Laboratory Response Networks (LRNs) and Local Health

Departments (LHDs) with laboratories are strongly encouraged to diversify their testing platforms to enable them to pivot depending on reagent and supply availabilities.

- c. Perform serology testing with an FDA Emergency Use Authorization (EUA) authorized serological assay as appropriate to respond to emerging pandemics in order to conduct surveillance for past infection and monitor community exposure.
  - d. Build local capacity for testing of COVID-19/SARS-CoV-2 including within high-risk settings or in vulnerable populations that reside in their communities.
  - e. Apply laboratory safety methods to ensure worker safety when managing and testing samples that may contain SARS-CoV-2/COVID-19.
  - f. Laboratories and LRNs are encouraged to implement new technologies to meet local needs.
  - g. Augment or add specificity to existing laboratory response plans for future coronavirus and other outbreak responses caused by an infectious disease. Provider must establish a plan to maintain the activity when the funds are no longer available. This is an optional activity.
2. Enhance laboratory testing capacity for SARS-CoV-2/COVID-19 by ensuring public/private laboratory testing providers have access to biosafety resources for SARS-CoV-2 specimen collection and/or testing.

### **C. Advance Electronic Data Exchange at Public Health Labs**

1. Enhance and expand laboratory information infrastructure, to improve jurisdictional visibility on laboratory data (tests performed) from all testing sites and enable faster and more complete data exchange and reporting with DSHS.
  - a. Employ a well-functioning Laboratory Information Management System (LIMS) system to support efficient data flows within the PHL and its partners. This includes expanding existing capacity of the current LIMS to improve data exchange and increase data flows through LIMS maintenance, new configurations/modules, and enhancements. Implement new/replacement LIMS where needed.

**Note:** If implementing new or replacement systems, develop an implementation plan, including appropriate milestones and timeline to completion. Implementation plans will be reviewed and approved for consistency with the activities set forth by DSHS prior to start of implementation.
  - b. Ensure ability to administer LIMS. Ensure the ability to configure all tests that are in LIMS, including new tests, EUAs, etc., in a timely manner. Ensure expanding needs for administration and management of LIMS system are covered through dedicated staff.
  - c. Interface diagnostic equipment to directly report laboratory results into LIMS.

### **D. Improve Surveillance and Reporting of Electronic Health Data**

1. Establish complete, up-to-date, timely reporting of morbidity and mortality to DSHS due to COVID-19 and other coronavirus and other emerging infections which impact

- conditions of public health significance, with required associated data fields in a machine-readable format, by:
- a. Establishing or enhancing community-based surveillance, including surveillance of vulnerable populations, individuals without severe illness, those with recent travel to high-risk locations, or who are contacts to known cases; and
  - b. Monitoring changes to daily incidence rates of COVID-19 and other conditions of public health significance at the county or zip code level to inform community mitigation strategies.
2. Establish additional and ongoing surveillance methods (e.g., sentinel surveillance) for COVID-19 and other conditions of public health significance.
  3. Enhance capacity to work with testing facilities to onboard and improve electronic laboratory reporting (ELR) to receive data from new or non-traditional testing settings. Use alternative data flows (e.g., reporting portals) and file formats (e.g., CSV or XLS) to help automate submissions where appropriate. In addition to other reportable results, this should include all COVID-19/SARS-CoV-2-related testing data (i.e., tests to detect SARS-CoV-2 including serology testing).
  4. Improve understanding of capacity, resources, and patient impact at healthcare facilities through electronic reporting.
    - a. Require expansion of reporting facility capacity, resources, and patient impact information, such as patients admitted and hospitalized, in an electronic, machine-readable, as well as human-readable, visual, and tabular manner, to achieve 100% coverage in jurisdiction and include daily data from all acute care, long-term care, and ambulatory care settings. Use these data to monitor facilities with confirmed cases of COVID-19/SARS-CoV-2 infection or with COVID-like illness among staff or residents and facilities at high risk of acquiring COVID-19/SARS-CoV-2 cases and COVID-like illness among staff or residents.
    - b. Increase Admit, Discharge, and Transfer (ADT) messaging and use to achieve comprehensive surveillance of emergency room visits, hospital admissions, facility and department transfers, and discharges to provide an early warning signal, to monitor the impact on hospitals, and to understand the growth of serious cases requiring admission.
  5. Implement new/replacement systems where needed. Ensure systems are interoperable and that data can be linked across systems (e.g., public health, healthcare, private labs), including adding the capacity for lab data and other data to be used by the software/tools that are being deployed for case investigation and public health follow-up activities.
  6. Establish or improve systems to ensure complete, accurate and immediate (within 24 hours) data transmission that allows for automated transmission of data to DSHS in a machine-readable format.

- a. Submit all case reports in an immediate way to DSHS for COVID-19/SARS-CoV-2 and other conditions of public health significance with associated required data fields in a machine-readable format.
- b. Report requested COVID-19/SARS-CoV-2-related data, including line level testing data (negatives, positives, indeterminates, serology, antigen, nucleic acid) daily by county or Zip code to DSHS.
- c. Establish these systems in such a manner that they may be used on an ongoing basis for surveillance of, and reporting on, routine and other threats to the public health and conditions of public health significance.

#### **E. Use Laboratory Data to Enhance Investigation, Response and Prevention**

1. Use laboratory data to initiate and conduct case investigation and public health follow-up activities and implement containment measures.
  - a. Conduct necessary case investigation and public health follow-up activities including contact elicitation/identification, contact notification, contact testing, and follow-up. Activities could include traditional case investigation and public health follow-up activities and/or proximity/location-based methods, as well as methods adapted for healthcare facilities, employers, elementary and secondary schools, childcare facilities, institutions of higher education or in other settings.
  - b. Utilize tools (e.g., geographic information systems and methods) that assist in the rapid mapping and tracking of disease cases for timely and effective epidemic monitoring and response, incorporating laboratory testing results and other data sources.
2. Identify cases and exposure to COVID-19 in high-risk settings or within populations at increased risk of severe illness or death to target mitigation strategies and referral for therapies (for example, monoclonal antibodies) to prevent hospitalization.
  - a. Assess and monitor infections in healthcare workers across the healthcare spectrum.
  - b. Monitor cases and exposure to COVID-19 to identify need for targeted mitigation strategies to isolate and prevent further spread within high-risk healthcare facilities (e.g., hospitals, dialysis clinics, cancer clinics, nursing homes, and other long-term care facilities).
  - c. Monitor cases and exposure to COVID-19 to identify need for targeted mitigation strategies to isolate and prevent further spread within high-risk occupational settings (e.g., meat processing facilities) and congregate living settings (e.g., correctional facilities, youth homes, shelters).
  - d. Work with DSHS to build capacity for reporting, rapid containment and prevention of COVID-19/SARS-CoV-2 within high-risk settings or in vulnerable populations that reside in their communities.
  - e. Jurisdictions should ensure systems are in place to link test results to relevant public health strategies, including prevention and treatment.

3. Implement prevention strategies in high-risk settings or within vulnerable populations (including tribal nations as appropriate) including proactive monitoring for asymptomatic case detection.

Note: These additional resources are intended to be directed toward testing, case investigation and public health follow-up activities, surveillance, containment, and mitigation, including support for workforce, epidemiology, use by employers, elementary and secondary schools, childcare facilities, institutions of higher education, long-term care facilities, or in other settings, scale-up of testing by public health, academic, commercial, and hospital laboratories, and community-based testing sites, mobile testing units, healthcare facilities, and other entities engaged in COVID–19 testing, and other related activities related to COVID–19 testing, case investigation and public health follow-up activities, surveillance, containment, and mitigation which may include interstate compacts or other mutual aid agreements for such purposes.

- a. Build capacity for infection prevention and control in long-term care facilities (LTCFs) (e.g., at least one Infection Preventionist [IP] for every facility) and outpatient settings.
    - i. Build capacity for LTCFs to safely care for infected and exposed residents of LTCFs and other congregate settings.
    - ii. Assist with enrollment of all LTCFs into NHSN at <https://www.cdc.gov/nhsn/ltc/enroll.html>.
  - b. Build capacity for infection prevention and control in elementary and secondary schools, childcare facilities, and/or institutions of higher education.
  - c. Increase Infection Prevention and Control (IPC) assessment capacity on site using tele-ICAR.
  - d. Perform preparedness assessment to ensure interventions are in place to protect high-risk populations.
  - e. Coordinate as appropriate with federally funded entities responsible for providing health services to higher-risk populations (e.g., tribal nations and federally qualified health centers).
- F. May use funds to pay pre-award costs which date back to February 1, 2021, that are directly related to the COVID-19 outbreak response. All pre-award costs must be approved in writing by DSHS.



**ATTACHMENT B-1  
REVISED BUDGET**

<b>Categorical Budget</b>	<b>CARES Funding</b>	<b>Expansion Funding</b>	
<b>Budget Period</b>	<b>August 17, 2020 to April 30, 2022</b>	<b>Effective date to July 31, 2023</b>	<b>Contract Total</b>
<b>PERSONNEL</b>	\$58,126.00	\$31,250.00	\$89,376.00
<b>FRINGE BENEFITS</b>	\$26,157.00	\$14,063.00	\$40,220.00
<b>TRAVEL</b>	\$0.00	\$0.00	\$0.00
<b>EQUIPMENT</b>	\$0.00	\$0.00	\$0.00
<b>SUPPLIES</b>	\$0.00	\$65,000.00	\$65,000.00
<b>CONTRACTUAL</b>	\$70,625.00	\$83,322.00	\$153,947.00
<b>OTHER</b>	\$0.00	\$0.00	\$0.00
<b>TOTAL DIRECT CHARGES</b>	\$154,908.00	\$193,635.00	\$348,543.00
<b>INDIRECT CHARGES</b>	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$154,908.00</b>	<b>\$193,635.00</b>	<b>\$348,543.00</b>

### Certificate Of Completion

Envelope Id: CB325701D8164C4F9D5FC411D5217EA2  
 Subject: HHS000812700012, City of Lubbock, Amendment 1

Status: Sent

Source Envelope:

Document Pages: 13

Signatures: 0

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

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Envelope Originator:  
 CMS Internal Routing Mailbox  
 11493 Sunset Hills Road  
 #100  
 Reston, VA 20190  
 CMS.InternalRouting@dshs.texas.gov  
 IP Address: 160.42.85.9

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8/19/2021 4:10:59 PM

Holder: CMS Internal Routing Mailbox

CMS.InternalRouting@dshs.texas.gov

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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:**

Accepted: 8/13/2021 3:50:29 PM

ID: 8a57c20a-5424-4173-bbb5-e04a02cc03e6

Sent: 8/19/2021 4:16:29 PM

Susana Garcia

Susana.Garcia@dshs.texas.gov

Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**

Accepted: 8/19/2021 11:08:09 AM

ID: 886940af-4bbb-4328-bc74-c72cd6f2194c

Patty Melchior

Patty.Melchior@dshs.texas.gov

Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**

Accepted: 8/19/2021 11:16:15 AM

ID: bc19cbd6-93e6-427b-a16e-6e78cabe3481

Imelda Garcia

ImeldaM.Garcia@dshs.texas.gov

Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**

Accepted: 7/6/2021 8:08:45 AM

ID: 1a6909aa-b026-45a9-be9f-4240c2e32ff9

### In Person Signer Events

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#### 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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Carbon Copy Events	Status	Timestamp
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Katherine Wells kwells@mylubbock.us Director of Public Health City of Lubbock Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 8/19/2021 4:16:30 PM Viewed: 8/19/2021 4:59:24 PM
Caeli Paradise caeli.paradise@dshs.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 6/2/2021 4:43:26 PM ID: c86e69bb-8c0a-48d7-aa2c-9466743e396f		
Dawn Ferriter dawn.ferriter@dshs.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
CMS Internal Routing Mailbox CMS.InternalRouting@dshs.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, DSHS Contract Management Section (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact DSHS Contract Management Section:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [alison.joffrion@hpsc.state.tx.us](mailto:alison.joffrion@hpsc.state.tx.us)

**To advise DSHS Contract Management Section of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [alison.joffrion@hpsc.state.tx.us](mailto:alison.joffrion@hpsc.state.tx.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from DSHS Contract Management Section**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [alison.joffrion@hpsc.state.tx.us](mailto:alison.joffrion@hpsc.state.tx.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with DSHS Contract Management Section**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [alison.joffrion@hpsc.state.tx.us](mailto:alison.joffrion@hpsc.state.tx.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify DSHS Contract Management Section as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DSHS Contract Management Section during the course of your relationship with DSHS Contract Management Section.



**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



**Special City Council Meeting**

**2. 10.**

**Meeting Date:** 09/07/2021

---

**Agenda Item**

**Resolution - Public Health Services:** Consider a resolution 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.

**Item Summary**

This grant provides funding from the Texas Department of State Health Services to support community engagement in communities disproportionately impacted by COVID-19. The funding will be used to support two local projects. The first project will be a partnership with the City of Lubbock Planning Department to hire a planning firm to work with the community to develop two comprehensive neighborhood plans. The second project will expand the LBK Community Platform to customize workflows and improve system performance.

**Fiscal Impact**

The total grant award is \$500,000.00. Grantee is not required to provide matching funds.

**Staff/Board Recommending**

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

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**Attachments**

Resolution - 0030  
Contract - HHS001057600030

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**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, a Department of State Health Services (DSHS) Contract No. HHS001057600030, under the COVID-19 Health Disparities Grant, to provide funding for the COVID-19 Health Disparities Program, by and between the City of Lubbock and the State of Texas acting by and through DSHS, 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

RES.DSHS Contract No. HHS001057600030 Ratification  
9.1.21

**SIGNATURE DOCUMENT FOR  
DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. HHS001057600030  
UNDER THE  
COVID-19 HEALTH DISPARITIES GRANT**

**I. PURPOSE**

The DEPARTMENT OF STATE HEALTH SERVICES (“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 COVID-19 Health Disparities Program (the “Contract”).

**II. LEGAL AUTHORITY**

This Contract is authorized by *Texas Government Code Chapter 791, Texas Health and Safety Code Chapters 12 and 121* and Grant Number: 1 NH75OT000045-01-00.

**III. DURATION**

The Contract is effective on September 1, 2021 or the signature date of the latter of the Parties to sign this Contract, whichever is later, and terminates on May 31, 2023, 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 and subject to having the legal authority to do so, 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 interests of the State.

**IV. BUDGET**

The total amount of this Contract will not exceed **\$500,000.00**. Grantee is not required to provide matching funds.

All expenditures under the Contract will be in accordance with **ATTACHMENT B, BUDGET**.

**V. CONTRACT REPRESENTATIVES**

The following will act as the representative authorized to administer activities under this Contract on behalf of its respective Party.

**System Agency**

Department of State Health Services  
P.O. Box 149347 – Mail Code 1990  
Austin, Texas 78714-9347  
Attention: Sandy Clark

**Grantee**

City of Lubbock  
P.O. Box 2000  
Lubbock, Texas 79457  
Attention: Katherine Wells

**VI. 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**

Health and Human Services Commission  
Attn: Office of the Chief Counsel MC 1100  
4900 North Lamar Boulevard  
Austin, Texas 78751

***With copy to***

Department of State Health Services  
Attention: General Counsel  
P.O. Box 149347 – Mail Code 1911  
Austin, Texas 78714-9347

**Grantee**

City of Lubbock  
P.O. Box 2000  
Lubbock, Texas 79457  
Attention: Daniel Pope, Mayor

**VII. 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.

**VIII. ADDITIONAL GRANT INFORMATION**

System Agency Data Universal Numbering System (DUNS) Number: 807391511  
Federal Award Identification Number (FAIN): NH75OT000045

Assistance Listing Name and Number: Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises; 93.391

Federal Award Date: May 26, 2021

Federal Award Project Period through May 31, 2023

Name of Federal Awarding Agency: Centers for Disease Control and Prevention

Awarding Official Contact Information: Ms. Christine Graaf

Email: khx2@cdc.gov

**SIGNATURE PAGE FOLLOWS**



**SIGNATURE PAGE FOR SYSTEM AGENCY  
CONTRACT NO. HHS001057600030**

**SYSTEM AGENCY**

**GRANTEE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

**THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO.  
HHS001057600030 ARE INCORPORATED BY REFERENCE:**

**ATTACHMENT A: STATEMENT OF WORK**

**ATTACHMENT B: BUDGET**

**ATTACHMENT C: HHS UNIFORM TERMS AND CONDITIONS - GRANT**

**ATTACHMENT D: HHS CONTRACT AFFIRMATIONS**

**ATTACHMENT E: FEDERAL ASSURANCES AND CERTIFICATIONS**

**ATTACHMENT F: FFATA FORM**

**ATTACHMENTS FOLLOW**

## **ATTACHMENT A: STATEMENT OF WORK**

### **I. GRANTEE RESPONSIBILITIES**

To ensure community engagement in targeted communities disproportionately impacted by COVID-19 and the building of sustainable relationships in those targeted communities, Grantee will conduct the following activities:

- A. Submit a workplan within 30 days of contract effective date to System Agency outlining how required activities will be accomplished. System Agency must approve the workplan before Grantee begins activities with targeted communities.
- B. Identify Grantee staff (new and existing) who will be leads for the Contract. Any changes to these staff members must be reported to System Agency in the monthly program report.
- C. Identify and target communities disproportionately impacted by COVID-19. Grantee will specify how the target communities were identified and report the disproportionately impacted communities that will be targeted in the Grantee workplan.
- D. Engage targeted communities disproportionately impacted by COVID-19 through:
  1. Establishing rapport and developing relationships by spending time in the community and building trust through outreach activities.
  2. Listening to community needs by attending community events (e.g., town halls, listening sessions, interviews, and focus groups). The frequency of those meetings will be identified in the Grantee workplan.
  3. Developing a sustainability plan to stay engaged with the community after funding ends. Sustainability plan must be submitted to System Agency no later than April 30, 2023.
- E. Build sustainable relationships in targeted communities disproportionately impacted by COVID-19 through:
  1. Identifying and engaging community partners (e.g., hospitals, clinics, Federally Qualified Health Centers, community-based organizations, faith-based organizations, and social service agencies).
  2. Building cross-sector partnerships (e.g., public health, healthcare, and social services) by meeting with identified partners. The frequency of those meetings will be identified in the Grantee workplan.
  3. Documenting community partners by creating a list of partners interested in working on and addressing health disparity initiatives. This list will be shared with System Agency in the monthly report.
- F. Work with targeted communities to identify and document ideas on how to increase COVID-19 vaccination rates in targeted communities.

- G. Work with targeted communities to design an intervention aimed at addressing a community need identified through community engagement. This intervention should target a risk factor that caused the community to be disproportionately impacted by COVID-19. The intervention design will be shared with System Agency no later than April 30, 2023.
- H. Develop and implement information sharing and learning opportunities with the targeted communities.
- I. Participate in and attend System Agency meetings and trainings as deemed necessary by System Agency after contract execution.
- J. Submit a monthly program report on the report template to be provided by System Agency by the 15<sup>th</sup> of each month for the previous month's activities. Submit reports by electronic mail to [healthdisparities@dshs.texas.gov](mailto:healthdisparities@dshs.texas.gov) and to [healthdisparitiescms@dshs.texas.gov](mailto:healthdisparitiescms@dshs.texas.gov). The email "Subject Line" and the name of the attached file for all reports should be clearly identified with the Grantee's Name and Contract Number.
- K. Grantee may not use funds for construction, research, clinical care, fundraising activities, or funding an award to another party or provider who is ineligible. Other than normal and recognized executive-legislative relationships, no funds may be used for:
  - 1. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body;
  - 2. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative act or Executive order proposed or pending before any legislative body.

## **II. PERFORMANCE MEASURES**

The System Agency will monitor the Grantee's performance of the requirements in Attachment A and compliance with the Contract's terms and conditions.

## **III. INVOICE AND PAYMENT**

- A. Grantee will request payments using the State of Texas Purchase Voucher (Form B-13) at <http://www.dshs.state.tx.us/grants/forms.shtm>. The Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below.

Department of State Health Services  
Claims Processing Unit, MC 1940  
1100 West 49<sup>th</sup> Street  
P.O. Box 149347

Austin, TX 78714-9347  
FAX: (512) 458-7442  
EMAIL: [invoices@dshs.state.tx.us](mailto:invoices@dshs.state.tx.us)  
EMAIL: [CMSInvoices@dshs.texas.gov](mailto:CMSInvoices@dshs.texas.gov)

- B. Grantee will be paid on a cost reimbursement basis and in accordance with **ATTACHMENT B, BUDGET** to this Contract.
- C. Grantee shall maintain all documentation that substantiate invoices and make the documentation available to System Agency upon request. In the event a cost reimbursed under the Contract is later determined to be unallowable, then the Grantee will reimburse System Agency for that cost.
- D. Grantee will submit quarterly Financial Status Reports (FSRs) to System Agency by the last business day of the month following the end of each quarter of the Contract for System Agency review and financial assessment. The quarters are as follows:
1. September 1 through November 30
  2. December 1 through February 28
  3. March 1 through May 31
  4. June 1 through August 31
- E. Grantee will submit a request for reimbursement (HHS Form B-13) as a final close-out invoice not later than forty-five (45) calendar days following the end of the term of the Contract. Reimbursement requests received in the System Agency office more than forty-five (45) calendar days following the termination of the Contract may not be paid.
- F. Grantee will submit a final FSR as a final close-out FSR not later than forty-five (45) calendar days following the end of the term of the Contract.

## ATTACHMENT B BUDGET

**CONTRACT NO. HHS001057600030**

PERSONNEL	\$0.00
FRINGE BENEFITS	\$0.00
TRAVEL	\$0.00
EQUIPMENT	\$0.00
SUPPLIES	\$0.00
CONTRACTUAL	\$425,000.00
OTHER	\$75,000.00
TOTAL DIRECT CHARGES	\$500,000.00
INDIRECT CHARGES	\$0.00
TOTAL	\$500,000.00

## ATTACHMENT C

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.

“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



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 disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has

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.



## **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

<p>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.</p>	<p>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</p>	<p>2 CFR Part 200, Subpart F and UGMS</p>	<p>2 CFR Part 200 and UGMS</p>
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- 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](mailto: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](mailto: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

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.

## **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.



#### **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:

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.

#### **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 NEGLIGENCE 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.**

## 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-

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.



#### **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);



- 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. 51<sup>st</sup> 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.

### **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.

**HEALTH AND HUMAN SERVICES**  
**Contract Number HHS001057600030**  
**Attachment D 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.

**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 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.

**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.



**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
- 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.

**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.

**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 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.

**38. Funding Eligibility**

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) 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 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

**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. COVID-19 Vaccine Passports**

Pursuant to Texas Health and Safety Code, Section 161.0085(c), a business in this state may not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the business. Contractor represents and warrants that it is in compliance with Texas Health and Safety Code, Section 161.0085(c) and eligible, pursuant to that section, to receive a grant or enter into a contract payable with state funds.

**41. Entities that Boycott Energy Companies**

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor certifies that either (1) it meets an exemption criterion under Section 2274.002 or (2) it does not boycott energy companies and will not boycott energy companies during the term of this Contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify System Agency.

**42. Entities that Discriminate Against Firearm and Ammunition Industries**

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor certifies that either (1) it meets an exemption criterion under Section 2274.002 or (2) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and it will not discriminate during the term of the contract against a firearm entity or firearm trade association. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify System Agency.

**43. Security Controls for State Agency Data**

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the contract.

**44. Cloud Computing State Risk and Authorization Management Program**

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

**45. Office of Inspector General Investigative Findings Expert Review**

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

**46. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses**

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

**47. Foreign-Owned Companies in Connection with Critical Infrastructure**

If Texas Government Code, Section 2274.0102(a)(1) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, Contractor certifies that it is not (1) headquartered in China, Iran, North Korea, Russia, or a designated country; or (2) owned by or the majority of stock or other ownership interest of Contractor is not held or controlled by: (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify System Agency.

**48. Enforcement of Certain Federal Firearms Laws Prohibited**

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

**49. Prohibition on Abortions**

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family



Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. 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 II.

**50. 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.

**51. 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.

**52. 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.

**53. 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.

**54. Equal Employment Opportunity**

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

**55. 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).

**56. 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:**

---

**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.**

---

**Signature of Authorized Representative**

---

**Date Signed**

---

**Printed Name of Authorized Representative  
First, Middle Name or Initial, and Last Name**

---

**Title of Authorized Representative**

---

**Physical Street Address**

---

**City, State, Zip Code**

---

**Mailing Address, if different**

---

**City, State, Zip Code**

---

**Phone Number**

---

**Fax Number**

---

**Email Address**

---

**DUNS Number**

---

**Federal Employer Identification Number**

---

**Texas Payee ID No. – 11 digits**

---

**Texas Franchise Tax Number**

---

**Texas Secretary of State Filing  
Number**

**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.

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 
APPLICANT ORGANIZATION 	DATE SUBMITTED 

## 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	
<input type="text"/>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: <input type="text"/> Middle Name: <input type="text"/>
* Last Name: <input type="text"/>	Suffix: <input type="text"/>
* Title: <input type="text"/>	
* SIGNATURE: <input type="text"/>	* DATE: <input type="text"/>

ATTACHMENT F

**Fiscal Federal Funding Accountability and Transparency Act  
(FFATA) CERTIFICATION**

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS 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 DSHS detailing which of the below statements it cannot certify and why.**

<b>Legal Name of Contractor:</b>  	<b>FFATA Contact # 1 Name, Email and Phone Number:</b>  
<b>Primary Address of Contractor:</b>  	<b>FFATA Contact #2 Name, Email and Phone Number:</b>  
<b>ZIP Code: 9-digits Required <a href="http://www.usps.com">www.usps.com</a></b> <input type="text"/>	<b>DUNS Number: 9-digits Required <a href="http://www.sam.gov">www.sam.gov</a></b> <input type="text"/>
<b>State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits</b> <input type="text"/>	

<b>Printed Name of Authorized Representative</b>  	<b>Signature of Authorized Representative</b>  
<b>Title of Authorized Representative</b>  	<b>Date</b>  



**Fiscal 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 % 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 compensation of the 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:**

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Certificate Of Completion

Envelope Id: 22840E5ED65B42C9A639CA11D8C61972
Subject: HHS001057600030, CITY OF LUBBOCK, OHPPP COVID LHD BASE CONTRACT
Source Envelope:
Document Pages: 46
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent
Envelope Originator:
CMS Internal Routing Mailbox
11493 Sunset Hills Road
#100
Reston, VA 20190
CMS.InternalRouting@dshs.texas.gov
IP Address: 160.42.85.11

Record Tracking

Status: Original
8/13/2021 3:09:59 PM
Holder: CMS Internal Routing Mailbox
CMS.InternalRouting@dshs.texas.gov
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:
Accepted: 8/13/2021 3:50:29 PM
ID: 8a57c20a-5424-4173-bbb5-e04a02cc03e6

Sent: 8/13/2021 3:15:56 PM
Viewed: 8/13/2021 3:50:29 PM

Amber Aguilar
AAguilar@mail.ci.lubbock.tx.us
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Susana Garcia
Susana.Garcia@dshs.texas.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 8/13/2021 5:41:23 PM
ID: 4619824e-b2f9-4577-8a36-53e4a2efe5dd

Patty Melchior
Patty.Melchior@dshs.texas.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 8/13/2021 5:22:22 PM
ID: 18867268-0144-4332-979f-0bf258b54b0a

Kirk Cole
kirk.cole@dshs.texas.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 8/13/2021 12:57:16 PM
ID: 4be675cb-940b-4c4e-8fa3-1c73f48d94d4

In Person Signer Events

Signature

Timestamp

<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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Katherine Wells  
kwells@mylubbock.us  
Director of Public Health  
City of Lubbock  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

Sent: 8/13/2021 3:15:57 PM  
Viewed: 8/14/2021 9:10:15 AM

Sandy Clark  
sandy.clark@dshs.texas.gov  
Contract Manager  
Texas Health and Human Services Commission  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

Sent: 8/13/2021 3:15:56 PM

CMS Internal Routing Mailbox  
CMS.InternalRouting@dshs.texas.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Tamara Johnson  
tamara.johnson@dshs.texas.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 2/23/2021 9:19:49 PM  
ID: e4487ad0-7e71-49e1-bef0-4f0093b32aad

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	8/13/2021 3:15:57 PM
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<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>		
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, DSHS Contract Management Section (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact DSHS Contract Management Section:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [alison.joffrion@hhsc.state.tx.us](mailto:alison.joffrion@hhsc.state.tx.us)

**To advise DSHS Contract Management Section of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [alison.joffrion@hhsc.state.tx.us](mailto:alison.joffrion@hhsc.state.tx.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from DSHS Contract Management Section**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [alison.joffrion@hhsc.state.tx.us](mailto:alison.joffrion@hhsc.state.tx.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with DSHS Contract Management Section**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [alison.joffrion@hhsc.state.tx.us](mailto:alison.joffrion@hhsc.state.tx.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify DSHS Contract Management Section as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DSHS Contract Management Section during the course of your relationship with DSHS Contract Management Section.



**CITY OF LUBBOCK**


ATTEST:

By: \_\_\_\_\_  
DANIEL M. POPE, Mayor

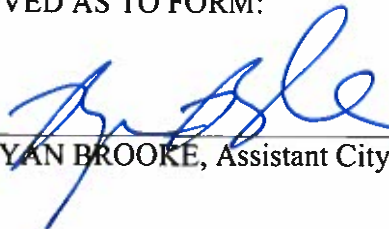
ATTEST:

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