City of Lubbock, Texas
Regular City Council Meeting
January 11, 2022

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

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

http://www.mylubbock.us

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

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City of Lubbock City Council Meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at (806)775-2061 or write to Post Office Box 2000, Lubbock, Texas 79457 at least 48 hours in advance of the meeting.

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

A quorum of the City Council will be physically present in City Council Chambers located in Citizens Tower, 1314 Avenue K, Lubbock, Texas, as it is the intent of the City Council to have a quorum physically present at this location. One or more members of the City Council, however, may participate in the meeting by video-conference call as permitted under Section 551.127 of the Texas Government Code.

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

1. **Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in person before the meeting of the City Council, regarding Items 2.1 on the Work Session Agenda, shall complete the sign-up form provided at the meeting, no later than 11:00 a.m. on January 11, 2022. Citizen Comments is an opportunity for citizens to make comments and express a position on agenda items. Any comment received that is in the nature of asking a question will be referred to an appropriate member of the City staff for a response.**

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

2. 1. Continuing American Rescue Plan Act (ARPA) Discussion

2. 2. City Council 2021 Street Bond Follow-up Discussion

2. 3. Presentation and discussion by the Director of Electric Utilities, or his designee, regarding updates on potential for providing customer choice to LP&L customers, which may include, but is not limited to, the following subtopics:

(a) the timing, process, and content of a potential irrevocable opt-in resolution and potential future meetings on the subject of retail competition for LP&L customers;
(b) the need for a provider of last resort and any potential requirements or process for same, including analysis of the process utilized by the Public Utility Commission of Texas;
(c) the option for LP&L to serve as the provider of last resort and business and operational considerations for same;
(d) distribution projects necessary for opt-in;
(e) status of LP&L's load that remains in the Southwest Power Pool, and potential proceedings before the Public Utility Commission of Texas to transition that load to the Electric Reliability Council of Texas;
(f) the impacts or benefits to customers, LP&L, and the City resulting from opt-in;
(g) the development of transmission and distribution rates, and progress of same;
(h) potential retail electric provider availability in the LP&L service territory and comparison with other areas of the state open to competition;
(i) customer education on retail choice and communication plans on same, and discussion of various services that assist customers in selecting a retail electric provider;
(j) opt-in requirements and ensuing changes in business processes, operations, and potential organizational changes; and
(k) other related matters regarding the initiation of competition for retail electric service in Lubbock Power & Light's certificated retail service area.

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

3. **Executive Session**

3. 1. Hold an executive session in accordance with Texas Government Code Section 551.071, seeking the advice of its legal counsel about pending or contemplated litigation or settlement offers and hold a consultation with the attorney on matters in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code.

3. 1. 1. Legal advice and counsel regarding matters identified in Item 3.3(a)-(f) of this Agenda

3. 1. 2. Claim of Legal Aid of North West Texas

3. 2. Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Urban Design/Historic Preservation Commission, Urban Renewal/Neighborhood Redevelopment Commission, Water Board of Appeals, and the Zoning Board of Adjustment.

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

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

- Discuss and deliberate generation unit matters.

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

- Discuss and deliberate issues regarding bidding and pricing for purchased power, generation, and fuel.

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

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

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

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

Adjourn from Executive Session

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

4. **Ceremonial Items**

4. 1. Invocation

4. 2. Pledges of Allegiance

4. 3. Proclamations and Presentations

4. 3. 1. Presentation of a Special Recognition to The Blue Sand Project in support of National Slavery and Human Trafficking Prevention Month in Lubbock

Call to Order

5. **Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 5:00 p.m. on January 11, 2022. Citizen Comments is an opportunity for citizens to make comments and express a position on agenda items. Any comment received that is in the nature of asking a question will be referred to an appropriate member of the City staff for a response.**

6. **Minutes**

6. 1. November 17, 2021 Special City Council Meeting - Lubbock Economic Development Alliance
November 17, 2021 Special City Council Meeting - Electric Utility Board
November 30, 2021 Special City Council Meeting - Redistricting Work Session
December 7, 2021 Regular City Council Meeting

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

7. 1. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 4, amending the FY 2021-22 Budget for municipal purposes respecting the Capital Fund to establish Capital Improvement Project 92754, Cyber Security Infrastructure; providing for filing; and providing for a savings clause.

7. 2. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 5, amending the FY 2021-22 Budget for municipal purposes respecting the Civic Center and General Funds; providing for filing; and providing for a savings clause.

7. 3. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 7, amending the FY 2021-22 Budget for municipal purposes respecting the Lake Alan Henry Fund to appropriate funding for the purchase of a boat used for Parks and Recreation operations for Lake Alan Henry; providing for filing; and providing for a savings clause.

7. 4. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 8, amending the FY 2021-22 Budget for municipal purposes respecting the Grant Fund to establish and appropriate funding for Capital Improvements Project 92756 Civic Park; providing for filing; and providing for a savings clause.

7. 5. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 9, amending the FY 2021-22 Budget for municipal purposes respecting the Lubbock Power & Light Operating and Capital Program; providing for filing; and providing for a savings clause.

7. 6. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 10, amending the FY 2021-22 Budget for municipal purposes respecting the General Fund to appropriate funding for the purchase of fence construction used in Solid Waste Landfill Operations; providing for filing; and providing for a savings clause.

7. 7. **Resolution - Risk Management:** Consider a resolution authorizing the Mayor to execute, for and on behalf of the City of Lubbock, a Compromise Settlement Agreement and Release of all Claims in Cause No. 2019-534,990, in the 72nd District Court of Lubbock County, Texas, styled *Eligah Williams and Glorya Gordia v. the City of Lubbock.*

7. 8. **Resolution - Planning:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to a Professional Services Agreement, Contract 16192, and related documents, by and between the City of Lubbock, and enCode Plus, LLC, for a software license agreement for design and use of enCode Plus.

7. 9. **Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing two Water Line Easements located in Tract B, Lubbock Railport Addition, Lubbock County, Texas.

7. 10. **Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing portions of 13th Street and Vernon Avenue within Block 72, Overton Addition, west of 2201 Broadway, Lubbock County, Texas.

7. 11. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept, on behalf of the City of Lubbock, four Street and Public Use Dedications Deeds and two Drainage Easements, in connection with certain real property located in Sections 26, 27, and 30, Block AK, Lubbock County, Texas, to be utilized for the Upland Avenue Roadway Expansion Project.

7. 12. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Cash Farm Lease Agreement, Contract 16351, with Patrick Middlebrook, to farm a 375-acre tract out of the south half of Section 1, Block P, Lubbock County, Texas.

7. 13. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Contract 15754, with Parkhill, for providing final design and bid phase services for the Southeast Water Reclamation Plant, Plant 4 Secondary Clarifier Rehabilitation Project.

7. 14. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Contract 16211, with West Texas Paving, Inc., for the Unpaved Roads Improvements Project, Phase 4.

7. 15. **Resolution - Public Works:** Consider a resolution approving the transfer of a portion of State Highway 114 (19th Street) and a portion of U.S. Highway 84 (Avenue Q), from the Texas Department of Transportation to the City of Lubbock, upon completion of specific construction obligations.

7. 16. **Resolution - Water System Operations:** Consider a resolution authorizing the Mayor to execute Purchase Order 22105182, to Guardian Security Solutions, LLC, for security camera upgrades at the South Water Treatment Plant.

7. 17. **Resolution - Water System Operations:** Consider a resolution authorizing the Mayor to execute Contract 16118, with PowerHouse Lawn and Landscape, for mowing services at the North and South Water Treatment Plants.

7. 18. **Resolution - Public Works Traffic Engineering:** Consider a resolution authorizing the Mayor to execute Contract 16115, with West Texas Barricades, LLC dba Barricades Unlimited, for reflective traffic beads to be added to traffic paint used to mark City streets.

7. 19. **Resolution - Solid Waste:** Consider a resolution authorizing the Mayor to execute Contract 16220, by and between the City of Lubbock, and Waste Connections of Texas DBA Caprock Waste, for dumpster renovation and refurbishment.

7. 20. **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc. to be provided to AquaOne, Inc., located at 2201 Avenue J, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

7. 21. **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc. to be provided to RAMAR Communications, Inc., located at 612 Avenue O, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

7. 22. **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to RAMAR Communications, Inc., located at 612 Avenue O, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

7. 23. **Resolution - Public Health Services:** Consider a resolution authorizing the Mayor to execute a Vector Control Service Agreement, by and between the City of Lubbock and Lubbock County, Texas, and related documents.

7. 24. **Resolution - Public Health Services:** Consider a resolution ratifying the actions of the City Manager, or his designee, on behalf of the City of Lubbock, in executing a First Amendment to the Temporary Lease Agreement, executed by the Mayor of the City of Lubbock on October 5, 2021, by and between the City of Lubbock and the BayCal Lubbock Partners, LLC and MBABAB, LLC as TIC c/o NetCo Investment, Inc., and all related documents.

7. 25. **Resolution - Public Health Services:** Consider a resolution authorizing the Mayor to execute Contract No. HHS001120300005, under the Sexually Transmitted Disease/Human Immunodeficiency Virus Disease Intervention Specialists (STD/HIV-DIS) Contract, and any associated documents, by and between the City of Lubbock and the Texas Department of State Health Services (DSHS), to provide funding for public health followup services by the City of Lubbock Health Department.

7. 26. **Resolution - Public Health Services:** Consider a resolution authorizing the Mayor to execute for and behalf of the City of Lubbock, Contract 16179, for Youth Treatment (TRY) Substance Use Prevention Services, by and between the City of Lubbock, and Dailey Recovery Services of Amarillo, Texas, and related documents.

7. 27. **Resolution - Community Development:** Consider a resolution approving the price and conditions of sale for the Contract of Sale by the Urban Renewal Agency (URA) to BMC Holdings, LLC, for that certain parcel property located at 1512 East 14th Street, Lubbock, Texas, legally described as Lot 5, Block 5, Whitehead Addition to the City of Lubbock, Lubbock County, Texas.

7. 28. **Resolution - Community Development:** Consider a resolution approving the price and conditions of sale for the Contract of Sale of Land by the Urban Renewal Agency (URA) to Madewell Real Estate Management, LLC, for the certain parcels of land located at 1821 and 1823 East Harvard Avenue, Lubbock, Texas, legally described as Lots Sixty-Three (63) and Sixty-Four (64), Kings Dominion Addition to the City of Lubbock, Lubbock County, Texas.

7. 29. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute Purchase Order 31062874, with Freightliner of Austin, for the purchase of three Freightliner 108SD Cabs and Chassis, for the Solid Waste Collection Department.

7. 30. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute Purchase Order 31062875, with Kann Manufacturing, for the purchase of three Kann Commercial Side Loader Bodies, for the Solid Waste Collection Department.

7. 31. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute Purchase Order 31063868, with Bruckner Truck Sales, for the purchase of two Automated Side Loader Solid Waste Collection Vehicles, for the Solid Waste Collection Department.

7. 32. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute Purchase Order 31063554, with Altec Industries, Inc., for the purchase of one 50-foot Aerial Bucket Truck for Lubbock Fire Rescue.

7. 33. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute Purchase Order 364447, with Bee Equipment Sales, LTD, for the purchase of one 2022 Dynapac Double Drum Vibratory Roller for the Streets Department.

7. 34. **Resolution - Lubbock Fire Rescue:** Consider a resolution to extend Fire Fighter Matthew Dawson's leave with full pay, for an additional ninety days, pursuant to Texas Local Government Code, Section 143.073(b).

7. 35. **Resolution - Lubbock Power & Light:** Consider a resolution ratifying the Director of Electric Utilities' termination of that certain Gas Purchase Contract, as extended in that Extension of Gas Purchase Contract dated June 26, 2001, between City of Lubbock, Texas (the “City”), City of La Grange, Texas, and Texas Municipal Gas Corporation (“TMGC”) (the “Agreement”).

7. 36. **Resolution - Lubbock Power & Light:** Consider a resolution authorizing the Mayor to execute a Fifth Amendment to the Professional Services Agreement (PSA) by and between the City of Lubbock, acting by and through Lubbock Power & Light (LP&L), and TMG Utility Advisory Services, Inc. (TMG), regarding the Customer Service Information and Workforce Management Systems (Program).

7. 37. **Resolution - City Council:** Consider a resolution adopting revised City of Lubbock City Council Rules.

7. 38. **Ordinance 1st Reading - City Secretary:** Consider an ordinance ordering the 2022 Regular Municipal Election of the City of Lubbock to be held May 7, 2022.

7. 39. **Resolution - City Secretary:** Consider a resolution adopting a voting system for use in any one or more elections ordered by the City of Lubbock at all Early Voting and Election Day polling locations in Lubbock County.

7. 40. **Resolution - City Secretary:** Consider a resolution authorizing a joint election with other eligible governmental units in Lubbock County, and authorizing the Mayor to execute a contract for services with Lubbock County and the eligible governmental units for said joint election(s), through December 31, 2022.

8. **Regular Agenda**

8. 1. **Board Appointments - City Secretary:** Consider appointments to the Central Business District Tax Increment Financing Reinvestment Zone Board of Directors, Citizens Traffic Commission, Comprehensive Plan Oversight Committee, Housing Finance Corporation Board of Directors, Libraries Board, Lubbock Business Park Tax Increment Financing Reinvestment Zone Board of Directors, North Overton Tax Increment Financing Reinvestment Zone Board of Directors, Urban Design and Historic Preservation Commission, Urban Renewal / Neighborhood Redevelopment Commission, Veterans Advisory Committee, Water Board of Appeals, and the Zoning Board of Adjustment.

8. 2. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0182, for Zone Case 3096-G, a request of Hugo Reed and Associates, Inc. for Red Canyon Development, LLC, for a zone change from Single-Family District (R-1) to Reduced Setback Single-Family District (R-1A) Specific Use for townhomes at 10601 Chicago Avenue, located east of Chicago Avenue and south of 106th Street, on 12.1 acres of unplatted land out of Block E-2, Section 25.

8. 3. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0183, for Zone Case 3309-B, a request of AMD Engineering, LLC for Lubbock Land Company, for a zone change from Single-Family District (R-1) Specific Use to Two-Family District (R-2), generally located south of 116th Street and east of Louisville Avenue, on 8.99 acres of unplatted land out of Block E-2, Section 22.

8. 4. **Ordinance 1st Reading - Planning:** Consider a request for Zone Case 2538-X, a request of Tyson Rowin for Derek Cooper and Lee Mazurek, for a zone change from Family Apartment District (A-1) to Local Retail District (C-2) with a Specific Use for a Self-Storage Facility at 6801 4th Street, located south of 4th Street and east of Quincy Avenue on 2.139 acres of unplatted land out of Block JS, Section 10, and consider an ordinance.

8. 5. **Ordinance 1st Reading - Planning:** Consider a request for Zone Case 3448-A, a request of Centerline Engineering & Consulting, LLC for Fleet Pickup Accessories and S2 Farms Feed and Firewood, for a zone change from Transition District (T) to Local Retail District (C-2) Specific Use for a Self-Storage Facility and Commercial District (C-4) at 3511 North Frankford Avenue, located south of Kent Street and west of Frankford Avenue, on 4 acres of unplatted land out of Block JS, Section 12, and consider an ordinance.

8. 6. **Ordinance 1st Reading - Planning:** Consider a request for Zone Case 3453, a request of Cita Lopez, for a zone change from Transition District (T) to Local Retail District (C-2) with a Specific Use for an Event Center at 5525 122nd Street, located south of 122nd Street and west of Chicago Avenue, Frankford Farms Addition, the west 111 feet of the north 376 feet of Tract 18, and consider an ordinance.

8. 7. **Resolution - Planning:** Consider a resolution approving and granting a variance from the applicable 300-foot minimum distance provision of the City of Lubbock Ordinance 2009-O0060, at 5101 Avenue Q, Suite A, for an alcoholic beverage permit for Tipsy's Sports Grill and Bar.

8. 8. **Resolution - Planning:** Consider a resolution authorizing the Mayor to execute a Municipal Services Agreement, with Tigris Development, LLC, for the requested annexation of an area of land generally described as 30.57 acres, located north of 114th Street and east of University Avenue.

8. 9. **Resolution - Planning:** Consider a resolution authorizing the Mayor to execute a Municipal Services Agreement, with Loop 88, LLC, Lavaflow, LLC, and Starlight Development, LLC, for the requeste annexation of an area of land generally described as approximately 1,088 acres, adjacent to the southwestern city limits of the City of Lubbock, south of 130th Street and west of Milwaukee Avenue.

8. 10. **Resolution - Planning:** Consider a resolution accepting the third Annual Report from the Comprehensive Plan Oversight Committee, regarding the progress and accomplishments of the Plan Lubbock 2040 implementation.

AI# 10300
Regular City Council Meeting
01/11/2022:

3. 2.

Information

Agenda Item

Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Urban Design/Historic Preservation Commission, Urban Renewal/Neighborhood Redevelopment Commission, Water Board of Appeals, and the Zoning Board of Adjustment.

Item Summary

Fiscal Impact

Staff/Board Recommending

Attachments

No file(s) attached.

AI# 10359
Regular City Council Meeting 6. 1.
01/11/2022:

Information

Agenda Item

November 17, 2021 Special City Council Meeting - Lubbock Economic Development Alliance
November 17, 2021 Special City Council Meeting - Electric Utility Board
November 30, 2021 Special City Council Meeting - Redistricting Work Session
December 7, 2021 Regular City Council Meeting

Item Summary

November 17, 2021 Special City Council Meeting - Lubbock Economic Development Alliance
November 17, 2021 Special City Council Meeting - Electric Utility Board
November 30, 2021 Special City Council Meeting - Redistricting Work Session
December 7, 2021 Regular City Council Meeting

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

11.17.2021 S LEDA
11.17.2021 S EUB
11.30.2021 S Redistricting
12.7.2021

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
November 17, 2021
8:30 A.M.

The City Council of the City of Lubbock, Texas met in special session on the 17th of November, 2021, at the Wells Fargo Center, 1500 Broadway, 5th Floor, Suite 501, Lubbock, Texas.

8:33 A.M. CITY COUNCIL CONVENED
Wells Fargo Center, 1500 Broadway, 5th Floor, Suite 501, Lubbock, Texas

Present: Mayor Daniel M. Pope; Mayor Pro Tem Steve Massengale; Council Member Juan A. Chadis; Council Member Randy Christian; Council Member Latrelle Joy; City Manager W. Jarrett Atkinson; Deputy City Secretary Courtney Paz; First Assistant City Attorney Mitch Satterwhite

Absent: Council Member Jeff Griffith; Council Member Shelia Patterson Harris

This was a meeting of the Lubbock Economic Development Alliance (LEDA) Board of Directors. A quorum of Council Members attended and participated in discussions during the meeting in which the board considered the following topics as shown below:

Note: The Lubbock Economic Development Alliance, Inc. (LEDA) Board of Directors addressed agenda items in the following order:

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

1. MINUTES

1. 1. The Board will approve the Minutes of the LEDA Board of Directors Meeting of October 27, 2021.

***This item was deleted.**

2. EXECUTIVE SESSION

This meeting was called into a closed session at 8:36 a.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 9:40 a.m. and adjourned.

2. 1. Hold an executive session in accordance with Texas Government Code Section 551.087 to (1) discuss or deliberate in regard to commercial or financial information that LEDA has received from business prospects seeking to locate, stay or expand, in the Lubbock area, or, (2) to deliberate the offer of a financial or other incentive to business prospects described in (1) above. This will include the project and goals update, and monthly activity reports by Carolyn Rowley for Business Retention and Business Recruitment & Innovation, and reports related to financial, budget, audit reports, matters related to the Lubbock Business Park, Lubbock Rail Port, and neighboring

property and workforce/training projects. Others may also participate in this report including but not limited to, John Osborne, Jana Johnston, Christine Allen, Jorge Quirino, Katherine White, Katy Christy, Chris Rankin, Mayor Dan Pope, Jarrett Atkinson, City Manager, Brianna Gerardi, Business Development Officer, and members of Lubbock City Council.

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

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

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

3. REGULAR SESSION

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

***This item was deleted.**

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

***This item was deleted.**

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

***This item was deleted.**

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

***This item was deleted.**

3. 4. 1. The Board will consider a resolution to approve a Performance Agreement for Project Basil.

***This item was deleted.**

3. 4. 2. The Board will consider a resolution to approve a Performance Agreement for Project Gold.

***This item was deleted.**

3. 4. 3. The Board will consider rescinding a Performance Agreement for Hoverstate, Inc., approved September 27, 2017, and an Addendum Agreement for Hoverstate, Inc., approved June 26, 2019.

***This item was deleted.**

3. 5. The Board will consider a resolution regarding the Fiscal Year 2021-2022 Incentive Goals Plan for the employees of Lubbock Economic Development Alliance.

***This item was deleted.**

3. 6. The Board will consider a resolution to approve salary compensation for Fiscal Year 2021-2022 for the employees of Lubbock Economic Development Alliance.

***This item was deleted.**

3. 7. The Board will consider an extension of the employment contract of the CEO.

***This item was deleted.**

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

***This item was deleted.**

3. 8. 1. The Board will consider approval of two contracts with Parkhill related to Leprino services.

***This item was deleted.**

3. 8. 1. 1. Road Construction

***This item was deleted.**

3. 8. 1. 2. Effluent Water Line

***This item was deleted.**

3. 8. 2. The Board will consider approval of a contract with Hugo Reed related to Leprino services.

***This item was deleted.**

3. 8. 3. Discuss the current status of the plans for developing the parks.

***This item was deleted.**

3. 8. 4. Discuss the current status of efforts to use the properties by businesses.

***This item was deleted.**

3. 8. 5. Update on the progress of the properties and any matters related to contractors and/or contracts.

***This item was deleted.**

3. 8. 6. Discussion and the Board will consider action, if needed, on possible financing options for improvements to the properties.

***This item was deleted.**

3. 8. 7. Discussion and the Board will consider action, if needed, on proposed future development of the properties with construction and engineering projects and related contracts, regarding projects and the development at LEDA properties.

***This item was deleted.**

3. 8. 8. Discuss and the Board will consider action, if needed, on property to be used for future economic development opportunities.

***This item was deleted.**

3. 9. Architectural Review Committee Report

***This item was deleted.**

3. 10. CEO Report

***This item was deleted.**

3. 10. 1. Employment Data Update

***This item was deleted.**

3. 11. Chairman's Report

***This item was deleted.**

9:40 A.M. CITY COUNCIL ADJOURNED

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

The November 17, 2021 Special City Council Meeting minutes were approved by the City Council on the 11th day of January, 2022.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
November 17, 2021
11:00 A.M.

The City Council of the City of Lubbock, Texas met in special session on the 17th of November, 2021, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 11:00 a.m.

11:05 A.M. CITY COUNCIL CONVENED
City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas

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

Absent: Council Member Randy Christian; Council Member Jeff Griffith

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

Note: The Electric Utility Board addressed agenda items in the following order:
- *Public Comment 1.1; and Executive Session*
- *No quorum, of City Council, was present for all other items.*

1. PUBLIC COMMENT

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

No one appeared to speak.

2. EXECUTIVE SESSION

This meeting was called into a closed session at 11:07 a.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 12:33 p.m. and adjourned.

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

2. 1. 1. Generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling.

2. 1. 1. 1. Discuss and deliberate generation matters.

2. 1. 2. Bidding and pricing information for purchased power, generation and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies.

2. 1. 2. 1. Discuss and deliberate issues regarding bidding and pricing for purchased power, generation, and fuel, and Electric Reliability Council of Texas prices and related services and strategies.

2. 1. 3. Effective fuel and purchased power agreements and fuel transportation arrangements and contracts.

2. 1. 3. 1. Discuss and deliberate purchased power and fuel matters.

2. 1. 4. Risk management information, contracts, and strategies, including fuel hedging and storage.

2. 1. 4. 1. Discuss and deliberate risk management strategies.

2. 1. 5. Plans, studies, proposals, and analyses for system improvements, additions, or sales (other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider).

2. 1. 5. 1. Discuss and deliberate plans, studies, proposals, and analyses for system improvements, additions, or sales.

2. 1. 6. Customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies.

2. 1. 6. 1. Discuss and deliberate customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies.

2. 2. Hold an executive session in accordance with V.T.C.A. Government Code § 551.071, seeking the advice of its legal counsel about pending or contemplated litigation or settlement offers and hold a consultation with the attorney on matters in which the duty of the attorney to the Electric Utility Board and City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code:

2. 2. 1. Legal issues regarding contract(s), including Purchase Orders, herein listed on the agenda.

2. 2. 2. Legal advice and counsel regarding matters identified in Section 2.1-2.1.6.1 of this Agenda.

2. 2. 3. Legal advice and counsel regarding claim of property damage occurring on or about October 19, 2021.

2. 2. 4. Legal issues regarding customer choice and Texas Utilities Code, Chapters 39 and 40.

2. 2. 5. Application of the City of Lubbock, acting by and through Lubbock Power & Light, for Interim Update of Wholesale Transmission Rates, PUC Docket Number 52390, proceeding before the Public Utility Commission of Texas.

2. 2. 6. Joint application of Oncor Electric Delivery Company LLC and the City of Lubbock, acting by and through Lubbock Power & Light, to transfer certificate of convenience and necessity rights under PURA § 37.154, PUC Docket No. 52726, proceeding before the Public Utility Commission of Texas.

2. 3. Hold an executive session in accordance with V.T.C.A. Government Code § 551.074 to deliberate the appointment, employment, evaluation, reassignment, and duties of a public officer or employee (Director of Electric Utilities, General Counsel, Chief Financial Officer, Director of Customer Service).

2. 4. Hold an executive session in accordance with V.T.C.A. Government Code § 551.074 to deliberate the appointment of a public officer or employee (Electric Utility Board).

3. REGULAR SESSION

3. 1. The Board will approve the minutes from the Regular Electric Utility Board Meeting of October 19, 2021.

***This item was deleted.**

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

***This item was deleted.**

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

***This item was deleted.**

3. 4. The Board will consider a resolution approving Amendment No. 1 to Lubbock Power & Light's Purchasing Procedures pursuant to Texas Local Government Code Section 252.022, to amend Lubbock Power & Light's Purchasing Procedures adopted by Resolution No. EUB 2020-R0111 on September 15, 2020, and discussion of issues related to LP&L vendor procurement risk, supply chain volatility and shortages, and price increases.

***This item was deleted.**

3. 5. The Board will consider a resolution authorizing the Purchasing Manager, or his designee, to issue Purchase Order Amendment 1 by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Terex Utilities, Inc. (through its affiliate Terex Global GMBH), regarding transmission crew vehicles and equipment due to price increases and supply chain issues for same.

***This item was deleted.**

3. 6. Presentation and discussion by the Director of Electric Utilities, or his designee, regarding updates on the legislative and regulatory matters regarding ERCOT and/or the electric utility industry, and the status of any legislation, legislative hearings, rulemakings, and/or regulatory or administrative action regarding same, including but not limited to rulemakings regarding weatherization and market design.

***This item was deleted.**

3. 7. Presentation and discussion by the Director of Electric Utilities, or his designee, regarding updates on potential for providing customer choice to LP&L customers, the timing and content of a potential irrevocable opt-in resolution, the need for a provider of last resort and any potential process for same, distribution projects necessary for opt-in, proceedings before the Public Utility Commission of Texas, customer education on retail choice, changes in business processes and operations, and other related matters regarding the initiation of competition for retail electric service in Lubbock Power & Light's certificated retail service area.

***This item was deleted.**

4. CONSENT AGENDA

4. 1. The Board will consider a resolution authorizing the Director of Electric Utilities, or his designee, to execute that certain Second Amendment to Professional Services Contract by and between City of Lubbock, acting by and through Lubbock Power & Light and Advanced Control Systems, Inc. ("ACS") regarding software support services.

***This item was deleted.**

4. 2. The Board will consider a resolution authorizing the Director of Electric Utilities, or his designee, to execute that certain Contract for Distribution Contractor Services, RFP # 7128-21-ELD, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Texas Power Suppliers, Inc. (Primary) and KV Power, LLC (Secondary), for LP&L Distribution Contractor Services—Annual Pricing.

***This item was deleted.**

4. 3. The Board will consider a resolution authorizing the Director of Electric Utilities, or his designee, to execute a Contract for Materials for Aqueous Ammonia by and between the City of Lubbock, acting by and through Lubbock Power & Light, to Southern Ionics, Inc., ITB# 7143-21-ELP, regarding LP&L Aqueous Ammonia – Annual Pricing.

***This item was deleted.**

4. 4. The Board will consider a resolution authorizing the Director of Electric Utilities, or his designee, to execute that certain Contract for Materials for Wood Poles, by and between the City of Lubbock, acting by and through Lubbock Power & Light, to Texas Electric Cooperatives, Inc., ITB# 7144-21-ELD, regarding LP&L Wood Poles – Annual Pricing.

***This item was deleted.**

4. 5. The Board will consider a resolution authorizing the Purchasing Manager, or his designee, to execute Purchase Order by and between the City of Lubbock, acting by and through Lubbock Power & Light, to Anixter, Inc., RFP# 7102-22-ELD, for LP&L East Broadway Equipment.

***This item was deleted.**

4. 6. The Board will consider a resolution authorizing the Purchasing Manager, or his designee, to execute Purchase Order by and between the City of Lubbock, acting by and through Lubbock Power & Light, to Anixter, RFP# 7107-22-ELD, for LP&L High Voltage Circuit Breakers for Co-Op and Thompson Substations.

***This item was deleted.**

4. 7. The Board will consider a resolution authorizing the Purchasing Manager, or his designee, to execute Purchase Order by and between the City of Lubbock, acting by and through Lubbock Power & Light, to Electrical Power Products, Inc., RFP# 7108-22-ELD, for LP&L Thompson and Co-Op Substation Relay Panels.

***This item was deleted.**

4. 8. The Board will consider a resolution authorizing the Purchasing Manager, or his designee, to execute Purchase Order by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Siemens Industry, Inc., RFP# 7103-22-ELD, for LP&L Medium Voltage Circuit Breakers for Co-Op and Thompson Substations.

***This item was deleted.**

4. 9. The Board will consider a resolution rejecting all proposals for RFP# 7111-22-ELD, for LP&L PVC Conduit for Underground Distribution.

***This item was deleted.**

12:33 P.M. CITY COUNCIL ADJOURNED

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

The November 17, 2021 Special City Council Meeting minutes were approved by the City Council on the 11th day of January, 2022.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

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

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
November 30, 2021
1:30 P.M.

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

1:36 P.M. CITY COUNCIL CONVENED
City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas and via video conference

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

Council Member Juan A. Chadis attended via video conference.

Note: *City Council addressed agenda items in the following order:*
- *1.1-1.3; 3*
- *Executive Session was deleted.*

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

1. 1. Presentation by legal counsel of draft illustrative plan redistricting the City Council Member Districts based on recently issued 2020 Census data

Rebecca Garza, city secretary, introduced the item, gave comments, and answered questions from City Council. David Mendez, with Bickerstaff, Heath, Delgado, and Acosta, LLP, gave a presentation on the draft illustrative plan redistricting the City Council Districts based on 2020 Census data and answered questions from City Council. Additionally, Mr. Mendez presented on city of Lubbock demographics and the process used to develop the draft illustrative plan.

1. 2. The City Council will hear Citizen Comments on redistricting. Per Resolution No. 2021-R0410, any proposed redistricting plans and citizen comments must be submitted in writing and be legible, even if the person also makes the comments orally during the Citizen Comment period. Redistricting plans can be submitted to either ocs@mylubbock.us or by the conclusion of the Citizen Comment period. The Citizen Comment form can be found here: mylubbock.us/redistricting2021.

Citizen Comments submitted in writing (copies were provided to City Council):

- Clyde James submitted written citizen comments regarding redistricting to City Council.

Citizen Comments delivered orally:

- Clyde James appeared before City Council to speak on redistricting.

1. 3. Discussion by the City Council of the draft redistricting plan and amendments, if necessary, to develop a redistricting plan for future adoption

David Mendez, with Bickerstaff, Heath, Delgado, Acosta, LLP, gave remarks regarding citizen comments that were given at the November 16, 2021 Regular City Council Meeting and answered questions from City Council. Mr. Mendez further presented draft redistricting plan 1A, and noted changes from the current map. With discussion and direction from City Council, Mr. Mendez developed additional draft redistricting plans.

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

City Council gave direction to staff to add a discussion on draft redistricting plans to the December 7, 2021, work session.

At the completion of Item 1.3., the City Council recesses into Executive Session.

2. Executive Session

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

This item was deleted.

2. 1. 1. Redistricting for the City

This item was deleted.

3. Adjourn

3:37 P.M. CITY COUNCIL ADJOURNED

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

The November 30, 2021 Special City Council Meeting minutes were approved by the City Council on the 11th day of January, 2022.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
December 7, 2021
1:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 7th of December, 2021, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas and via video conference at 1:00 p.m.

1:04 P.M. CITY COUNCIL CONVENED
City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas, and via video conference

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

Council Member Randy Christian attended via video conference.

Note: City Council addressed agenda items in the following order:
- *Citizen Comments 1; 2.1-2.4; Executive Session; 4.1-4.2; 6.1; Citizen Comments 5; 7.1-7.8; 7.11-7.18; 7.9-7.10; 7.19-7.20; 8.1-8.5; 8.18; 8.8-8.11; 8.13-8.15; 8.17; 8.6-8.7; 8.12; 8.16.*
- *Item No.'s 8.6 and 8.12 failed.*

1. **Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in person before the meeting of the City Council, regarding Item 2.2. on the Work Session Agenda, shall complete the sign-up form provided at the meeting, no later than 1:00 p.m. on December 7, 2021. Citizen Comments is an opportunity for citizens to make comments and express a position on agenda items. Any comment received that is in the nature of asking a question will be referred to an appropriate member of the City staff for a response.**

No one appeared to speak.

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

2. 1. Presentation by legal counsel of draft illustrative plan redistricting the City Council Member Districts based on recently issued 2020 Census data

Rebecca Garza, city secretary, introduced the item, gave comments, and answered questions from City Council. David Mendez, with Bickerstaff, Heath, Delgado, Acosta, LLP, gave a presentation on draft illustrative plans one and two, as developed during the November 30, 2021, work session, and answered questions from City Council.

2. 2. Discussion by the City Council of the draft redistricting plan and amendments, if necessary, to develop a redistricting plan for consideration and adoption by item 8.1

David Mendez, with Bickerstaff, Heath, Delgado, Acosta, LLP, gave a presentation on draft illustrative plans one and two, as developed during the November 30, 2021, work session, and answered questions from City Council. Jarrett Atkinson, city manager, gave comments and answered questions from City Council.

There was consensus among City Council to move forward with adoption of draft illustrative plan two.

2. 3. City Council 2021 Street Bond Follow-up Discussion

Jarrett Atkinson, city manager, gave a presentation on the 2021 Street Bond proposition that failed at the November 2, 2021, Bond Election and answered questions from City Council. Topics discussed included: an overview of the proposition, next steps, and future options. Rebecca Garza, city secretary, gave comments and answered questions from City Council.

Discussion ensued among City Council regarding next steps, future options, and the possible creation of a citizen's advisory committee to analyze next steps and future options.

City Council gave direction to staff to add this topic to the December 14, 2021, work session for further discussion.

2. 4. Continuing American Rescue Plan Act (ARPA) Discussion

Jarrett Atkinson, city manager, gave a presentation and update on American Rescue Plan Act (ARPA) funds as they relate to the City of Lubbock and answered questions from City Council. Topics discussed included: available funds and key deadlines; activities to date, including City Council work sessions and the joint City/County meeting; potential funding categories, such as public safety and preparedness, targeted critical infrastructure, neighborhood recovery and revitalization, community support services, job training and economic development, and arts, non-profits, and small businesses; changes and requests; and next steps.

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

3. Executive Session

The meeting recessed at 3:06 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council recessed from Executive Session at 3:56 p.m. The meeting was called back into open session at 4:56 p.m., and was called to order at 5:00 p.m.

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

3. 1. 1. Cause No. 2019-534,990 - *Eligah Williams and Glorya Garcia v. City of Lubbock*

3. 1. 2. Redistricting for the City

3. 2. Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Community Development & Services Board, Urban Design/Historic Preservation Commission, Urban Renewal/Neighborhood Redevelopment Commission, Water Board of Appeals and the Zoning Board of Adjustment.

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

City Council reconvened at 4:56 p.m.

4. Ceremonial Items

4. 1. Invocation

Reverend David W. Andersen, Northwest Texas Conference of the United Methodist Church, led the invocation.

4. 2. Pledges of Allegiance

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

Call to Order

The meeting was called to order at 5:00 p.m.

5. Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 5:00 p.m. on December 7, 2021. Citizen Comments is an opportunity for citizens to make comments and express a position on agenda items. Any comment received that is in the nature of asking a question will be referred to an appropriate member of the City staff for a response.

No one appeared to speak.

6. Minutes

6. 1. September 9, 2021 Special City Council Meeting - Central Business District TIF
November 1, 2021 Special City Council Meeting - LPD North Patrol Division Ribbon Cutting
November 1, 2021 Regular City Council Meeting
November 12, 2021 Special City Council Meeting - Canvassing November 2, 2021 Bond Election

Motion by Council Member Jeff Griffith, seconded by Mayor Pro Tem Steve Massengale to approve the September 9, 2021 Special City Council Meeting - Central Business District TIF minutes; the November 1, 2021 Special City Council Meeting - LPD North Patrol Division Ribbon Cutting minutes; the November 1, 2021 Regular City Council Meeting minutes; and the November 12, 2021 Special City Council Meeting - Canvassing the November 2, 2021 Bond Election minutes.

Vote: 7 - 0 Motion carried

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

Motion by Council Member Latrelle Joy, seconded by Council Member Juan A. Chadis to approve items 7.1-7.8 and 7.11-7.18.

Vote: 7 - 0 Motion carried

7. 1. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2021-O0166, Amendment 3, amending the FY 2021-22 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of State Health Services for the HIV Prevention Grant; providing for filing; and providing for a savings clause.

7. 2. **Resolution - Accounting:** Resolution No. 2021-R0466 authorizing the Mayor to execute Contract 16097, with Rochester Armored Car Co., Inc., for armored car services.

7. 3. **Ordinance 2nd Reading - Right-of-Way:** Ordinance No. 2021-O0165, abandoning and closing a portion of an alley right-of-way located in Section 1, Block AK, Lubbock County, Texas.

7. 4. **Ordinance 1st Reading - Right-of-Way:** Ordinance No. 2021-O0167, abandoning and closing a 20-foot underground utility easement, located in Tract L, West End Addition, Lubbock County, Texas.

7. 5. **Ordinance 1st Reading - Engineering:** Ordinance No. 2021-O0168, amending Chapter 22 of the Code of Ordinances of the City of Lubbock, Texas, amending Articles 22.03 "Water Generally" and 22.04 "Wastewater System," in order to allow for certain utility contractors to tap certain City of Lubbock utility mains for water and sewer.

7. 6. **Resolution - Engineering:** Resolution No. 2021-R0467 authorizing the Mayor to execute Advanced Funding Agreement Contract 16284, with the Texas Department of Transportation, for the construction of utility relocations and improvements along US-62, from Memphis Avenue to I-27.

7. 7. **Resolution - Engineering:** Resolution No. 2021-R0468 authorizing the Mayor to execute Change Order No. 1 to Contract 15792, with MH Civil Constructors, Inc., for the construction of Pressure Zone Delineation and Elevated Storage Tank Off-Site Water Lines.

7. 8. **Resolution - Water Utilities:** Resolution No. 2021-R0469 authorizing the Mayor to execute Contract 16091 with Complete Power Pole Inspections, Inc., for power line routine maintenance and inspection services associated with the Bailey County Well Field.

7. 9. **Resolution - Public Health Services:** Resolution No. 2021-R0478 authorizing the Mayor to execute the Certificate of Appointment of Ronald L. Cook, DO, MBA, as the Local Health Authority for the City of Lubbock.

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

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Jeff Griffith to approve Resolution No. 2021-R0478.

Vote: 7 - 0 Motion carried

7. 10. **Resolution - Public Health Services:** Resolution No. 2021-R0479 authorizing the Mayor to execute Amendment No. 2 to the Research Agreement, Contract #20-0363, originally executed on March 24, 2020, Resolution No. 2020-R0106, with Texas Tech University, for providing subject matter expertise in the area of substance use disorder prevention and treatment.

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

Motion by Council Member Juan A. Chadis, seconded by Council Member Latrelle Joy to approve Resolution No. 2021-R0479.

Vote: 7 - 0 Motion carried

7. 11. **Resolution - Public Health Services:** Resolution No. 2021-R0470 ratifying the act of the Mayor in executing a Memorandum of Understanding, MOU HHS001112200001, by and between the City of Lubbock and the State of Texas acting by and through Department of State Health Services, for accessing electronic health data through the TxS2 system, for the purpose of supporting public health syndromic surveillance to protect the health of the citizens of Texas.

7. 12. **Resolution - Facilities Management:** Resolution No. 2021-R0471 authorizing the Mayor to execute Purchase Order 90000060, in accordance with OMNIA Contract R191808, by and between the City of Lubbock and Officewise Commercial Interiors, for the purchase of Furniture, Fixtures, and Equipment for the Municipal Court facility.

7. 13. **Resolution - Information Technology:** Resolution No. 2021-R0472 authorizing the Mayor to execute Contract 16282, GSA Contract No. GS-35F0458U, with WTI Holdings LLC, dba Waterfield Technologies, for the Managed Services Program for the BlueWorx IVR System for the City of Lubbock Utilities Department.

7. 14. **Resolution - Information Technology:** Resolution No. 2021-R0473 authorizing the Mayor to execute TIPS USA Contract 200601, Professional Services Agreement 16273, with Sciens Consulting LLC, to provide consultant services for development of a Technology Master Plan.

7. 15. **Resolution - Fleet Services:** Resolution No. 2021-R0474 authorizing the Mayor to execute Purchase Order 31063005, in accordance with TIPS Contract 210907, with Silsbee Ford, for the purchase of five mid-size sport utility vehicles for Police Investigations and one mid-size sport utility vehicle for Police Training.

7. 16. **Resolution - Fleet Services:** Resolution No. 2021-R0475 authorizing the Mayor to execute Purchase Order 31062979, in accordance with BuyBoard Contract 601-19, with Sam Packs Five-Star Ford, for the purchase of forty-one mid-size sport utility vehicles, for Police Patrol.

7. 17. **Resolution - Fleet Services:** Resolution No. 2021-R0476 authorizing the Mayor to execute Purchase Order 31062967, in accordance with BuyBoard Contract 603-20, with GT Distributors, Inc., for the purchase of lighting and equipment to be installed on forty-one vehicles for Police Patrol.

7. 18. **Resolution - Fleet Services:** Resolution No. 2021-R0477 authorizing the Mayor to execute Contract 15862, with Lubbock Wrecker Service, Inc., for wrecker and towing services.

7. 19. **Resolution - Parks and Recreation:** Resolution No. 2021-R0480 authorizing the Mayor to execute a Senior Center Operations Contract and all related documents, with the South Plains Association of Governments, for funds passed through the Texas Health and Human Services, to pay for operations of Senior Center Meal Program sites.

Ben Perry, assistant director of parks and recreation, gave comments and answered questions from City Council.

Motion by Council Member Shelia Patterson Harris, seconded by Council Member Randy Christian to approve Resolution No. 2021-R0480.

Vote: 7 - 0 Motion carried

7. 20. **Resolution - Lubbock Fire Rescue:** Resolution No. 2021-R0481 authorizing the Mayor to accept a Public Safety Answering Point Grant for FY 2021-22, from the Lubbock Emergency Communication District.

Shaun Fogerson, fire chief, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Latrelle Joy to approve Resolution No. 2021-R0481.

Vote: 7 - 0 Motion carried

8. Regular Agenda

8. 1. **Ordinance 1st Reading - City Secretary:** Ordinance No. 2021-O0169, approving the redistricting of the single-member City Council Districts and establishing new single-member district boundary lines for City Council Elections based on 2020 Census Data, and providing for an effective date.

Rebecca Garza, city secretary; and David Mendez, with Bickerstaff, Heath, Degaldo, Acosta, LLP, gave comments and answered questions from City Council.

Motion by Council Member Jeff Griffith, seconded by Council Member Latrelle Joy to approve Ordinance No. 2021-O0169, adopting draft illustrative plan two as the new single member district boundary lines for City Council Elections based on 2020 Census data.

Vote: 7 - 0 Motion carried

8. 2. **Board Appointment - City Secretary:** Consider the appointment of the Chairperson of the Central Business District Tax Increment Financing (TIF) Reinvestment Zone Board of Directors for the 2022 calendar year, with the term ending on December 31, 2022.

Motion by Council Member Latrelle Joy, seconded by Council Member Jeff Griffith to appoint Dan Williams as Chair of the Central Business District Tax Increment Financing (TIF) Reinvestment Zone Board of Directors for the 2022 calendar year.

Vote: 7 - 0 Motion carried

8. 3. **Board Appointment - City Secretary:** Consider the appointment of the Chairperson of the Lubbock Business Park Tax Increment Financing (TIF) Reinvestment Zone Board of Directors for the 2022 calendar year, with the term ending on December 31, 2022.

Motion by Council Member Latrelle Joy, seconded by Mayor Pro Tem Steve Massengale to appoint Cassandra Henry as Chair of the Lubbock Business Park Tax Increment Financing (TIF) Reinvestment Zone Board of Directors for the 2022 calendar year.

Vote: 7 - 0 Motion carried

8. 4. **Board Appointment - City Secretary:** Consider the appointment of the Chairperson of the North Overton Tax Increment Financing Reinvestment Zone (TIF) Board of Directors for the 2022 calendar year, with the term ending on December 31, 2022.

Motion by Council Member Latrelle Joy, seconded by Council Member Jeff Griffith to appoint Jeff Dane as Chair of the North Overton Tax Increment Financing (TIF) Reinvestment Zone Board of Directors for the 2022 calendar year.

Vote: 7 - 0 Motion carried

8. 5. **Public Hearing - Business Development:** Ordinance No. 2021-O0170, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Willow Bend Villas PID; approving, adopting, and filing with the City Secretary the assessment role; levying 2022 assessments for the cost of certain services and improvements to be provided in the district during FY 2022-23; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Brianna Gerardi, business development director, gave a presentation and answered questions from City Council.

Mayor Pope opened the public hearing at 5:35 p.m.

Ronnie Wallace, with Betenbough Homes, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Pope closed the public hearing at 5:36 p.m.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Juan A. Chadis to approve Ordinance No. 2021-O0170.

Vote: 7 - 0 Motion carried

8. 6. **Public Hearing - Planning:** Consider a request for Zone Case 0774-A, a request of Silas Kemboi and Jennifer Cherono, for a zone change from Single Family District (R-1) to Light Manufacturing District (M-1) at 901 and 903 East 54th Street, located east of Ivory Avenue and north of East 54th Street, James Subdivision Addition, Lots 49-50, and consider an ordinance.

This item failed.

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

Mayor Pope opened the public hearing at 6:26 p.m.

No one appeared to speak in favor or opposition.

Mayor Pope closed the public hearing at 6:27 p.m.

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

Vote: 0 - 7 Failed

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

8. 7. **Public Hearing - Planning:** Ordinance No. 2021-O0180, for Zone Case 1893-DD, a request of McDougal Realtors for 4th Street Holdings, Ltd., for a zone change from General Retail District (C-3) to Commercial District (C-4) at 6020 4th Street, located west of Homestead Avenue and north of 4th Street, on 5.97 acres of unplatted land out of Block JS, Section 2, and consider an ordinance.

Kristen Sager, planning and zoning manager, gave a presentation and answered questions from City Council. Stephen Quisenberry, the proponent, gave comments and answered questions from City Council.

Mayor Pope opened the public hearing at 6:28 p.m.

Jeremy Steen, with McDougal Properties; and Stephen Quisenberry, the proponent, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Pope closed the public hearing at 6:30 p.m.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Jeff Griffith to approve Ordinance No. 2021-O0180.

Vote: 5 - 2 Motion carried

NAY: Council Member Latrelle Joy
Council Member Shelia Patterson Harris

8. 8. **Public Hearing - Planning:** Ordinance No. 2021-O0172, for Zone Case 2538-AA, a request of Betenbough Homes, for a zone change from Single-Family District (R-1) to Reduced Setback Single-Family District (R-1A), at 7111 26th Street, located south of 26th Street and east of Upland Avenue, on 21.646 acres of unplatted land out of Block AK, Section 43, and consider an ordinance.

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

Mayor Pope opened the public hearing at 6:23 p.m.

No one appeared to speak in favor or opposition.

Mayor Pope closed the public hearing at 6:24 p.m.

Motion by Council Member Juan A. Chadis, seconded by Council Member Jeff Griffith to approve Ordinance No. 2021-O0172.

Vote: 7 - 0 Motion carried

8. 9. **Public Hearing - Planning:** Ordinance No. 2021-O0173, for Zone Case 2538-Z, a request of AMD Engineering, LLC for MCP Enterprises, LLC, for a zone change from Single-Family District (R-1) to General Retail District (C-3) at 7112, 7118, and 7120 19th Street, located north of 19th Street and east of Upland Avenue, on 11.7 acres of unplatted land out of Block JS, Section 10, and consider an ordinance.

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

Mayor Pope opened the public hearing at 6:23 p.m.

No one appeared to speak in favor or opposition.

Mayor Pope closed the public hearing at 6:24 p.m.

Motion by Council Member Juan A. Chadis, seconded by Council Member Jeff Griffith to approve Ordinance No. 2021-O0173.

Vote: 7 - 0 Motion carried

8. 10. **Public Hearing - Planning:** Ordinance No. 2021-O0174, for Zone Case 2556-D, a request of Raymond Dale and Nannette Pectol, for a zone change from Garden Office District (GO) to Two-Family District (R-2) at 2516 81st Street, located west of University Avenue and north of 81st Street, Gatewood Addition, Lot 53, and consider an ordinance.

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

Mayor Pope opened the public hearing at 6:23 p.m.

No one appeared to speak in favor or opposition.

Mayor Pope closed the public hearing at 6:24 p.m.

Motion by Council Member Juan A. Chadis, seconded by Council Member Jeff Griffith to approve Ordinance No. 2021-O0174.

Vote: 7 - 0 Motion carried

8. 11. **Public Hearing - Planning:** Ordinance No. 2021-O0175, for Zone Case 3132-A, a request of R2M Engineering, LLC for Harvest Church Lubbock, Inc., for a zone change from High-Density Apartment District (A-2) to Reduced Setback Single-Family District (R-1A) with a Specific Use for Garden Homes, generally located south of 58th Street and east of Wausau Avenue, on 41.465 acres of unplatted land out of Block AK, Section 34, and consider an ordinance.

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

Mayor Pope opened the public hearing at 6:23 p.m.

No one appeared to speak in favor or opposition.

Mayor Pope closed the public hearing at 6:24 p.m.

Motion by Council Member Juan A. Chadis, seconded by Council Member Jeff Griffith to approve Ordinance No. 2021-O0175.

Vote: 7 - 0 Motion carried

8. 12. **Public Hearing - Planning:** Consider a request for Zone Case 3434, a request of DLC Designs, LLC for Quality Coating of Lubbock, for a zone change from General Retail District (C-3) to Heavy Manufacturing District (M-2) at 3310 Idalou Road located east of Idalou Road and south of East 3rd Place, Moore Elliston Addition, Block 1, Lot 5, and consider an ordinance.

This item failed.

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

Mayor Pope opened the public hearing at 6:52 p.m.

No one appeared to speak in favor or opposition.

Mayor Pope closed the public hearing at 6:53 p.m.

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

Vote: 0 - 7 Failed

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

8. 13. **Public Hearing - Planning:** Ordinance No. 2021-O0176, for Zone Case 3449, a request of OJD Engineering, LLC for Toot' N Totum, for a zone change from Transition District (T) to Interstate Highway Commercial District (IHC), at 9711 Highway 87, located north of 98th Street and east of Highway 87, on 2.26 acres of unplatted land out of Block E, Section 8, and consider an ordinance.

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

Mayor Pope opened the public hearing at 6:23 p.m.

No one appeared to speak in favor or opposition.

Mayor Pope closed the public hearing at 6:24 p.m.

Motion by Council Member Juan A. Chadis, seconded by Council Member Jeff Griffith to approve Ordinance No. 2021-O0176.

Vote: 7 - 0 Motion carried

8. 14. **Public Hearing - Planning:** Ordinance No. 2021-O0177, for Zone Case 3451, a request of Hugo Reed and Associates, Inc. for NWP EB-5 Project, LLC, for a zone change from Single-Family District (R-1), Two-Family District (R-2), Family Apartment District (A-1), High-Density Apartment District (A-2), and Local Retail District (C-2) to Reduced Setback Single-Family District (R-1A), High-Density Apartment District (A-2), Local Retail District (C-2), and General Retail District (C-3) generally located east of Slide Road and south of Ursuline Street, on 262.4 acres of unplatted land out of Block JS, Section 5, and consider an ordinance.

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

Mayor Pope opened the public hearing at 6:23 p.m.

No one appeared to speak in favor or opposition.

Mayor Pope closed the public hearing at 6:24 p.m.

Motion by Council Member Juan A. Chadis, seconded by Council Member Jeff Griffith to approve Ordinance No. 2021-O0177.

Vote: 7 - 0 Motion carried

8. 15. **Public Hearing - Planning:** Ordinance No. 2021-O0178, for Zone Case 3452, a request of Hugo Reed & Associates, Inc. for Red Canyon Development, LLC, for a zone change from Single-Family District (R-1) Specific Use, Transition District (T), High-Density Apartment District (A-2), and Garden Office (GO) to Local Retail District (C-2) and General Retail District (C-3), at 11202 Indiana Avenue, located north of 114th Street and west of Indiana Avenue, on 17.6 acres of land out of Block E-2, Section 18, including Southern Pine Valley Golf Course Addition, Lot 1, and consider an ordinance.

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

Mayor Pope opened the public hearing at 6:23 p.m.

No one appeared to speak in favor or opposition.

Mayor Pope closed the public hearing at 6:24 p.m.

Motion by Council Member Juan A. Chadis, seconded by Council Member Jeff Griffith to approve Ordinance No. 2021-O0178.

Vote: 7 - 0 Motion carried

8. 16. **Public Hearing - Planning:** Ordinance No. 2021-O0181, for Zone Case 3452-A, a request of Hugo Reed & Associates, Inc. for Red Canyon Development, LLC, for a Specific Use for an Event Center on property zoned Local Retail District (C-2), at 11202 Indiana Avenue, located north of 114th Street and west of Indiana Avenue, on 4.2 acres of unplatted land out of Block E-2, Section 18, and consider an ordinance.

Kristen Sager, planning and zoning manager, gave a presentation and answered questions from City Council. Terry Holeman, with Hugo Reed & Associates; and David Conklin, the property owner, gave comments and answered questions from City Council.

Mayor Pope opened the public hearing at 6:56 p.m.

Terry Holeman, with Hugo Reed & Associates; Thomas Payne, with Red Canyon Development; David Conklin, the property owner; and Tyler Gentry, project architect, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Pope closed the public hearing at 7:01 p.m.

Motion by Council Member Jeff Griffith, seconded by Council Member Shelia Patterson Harris to approve Ordinance No. 2021-O0181.

Vote: 7 - 0 Motion carried

8. 17. **Public Hearing - Planning:** Ordinance No. 2021-O0179, for Zone Case 3454, a request of Parkhill for Plains Capital Bank, for a zone change from Single-Family District (R-1) Specific Use to Local Retail District (C-2) at 5014 University Avenue, located west of University Avenue and south of 50th Street, Caprock Addition, Tract C, Lot 2, and consider an ordinance.

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

Mayor Pope opened the public hearing at 6:23 p.m.

No one appeared to speak in favor or opposition.

Mayor Pope closed the public hearing at 6:24 p.m.

Motion by Council Member Juan A. Chadis, seconded by Council Member Jeff Griffith to approve Ordinance No. 2021-O0179.

Vote: 7 - 0 Motion carried

8. 18. **Ordinance 1st Reading - Engineering:** Ordinance No. 2021-O0171, amending Chapter 36 of the Code of Ordinances of the City of Lubbock, by repealing Article 36.09, Utility Construction in Public Rights-of-Way, and Article 36.10, Wireless Communication Facilities in the Public Rights-of-Way; by adding Chapter 37, Infrastructure Construction, to provide clarification and improve enforcement capabilities within established and future Rights-of-Way.

Mike Keenum, division director of engineering/city engineer, gave a presentation and answered questions from City Council.

Motion by Council Member Latrelle Joy, seconded by Council Member Juan A. Chadis to approve Ordinance No. 2021-O0171.

Vote: 7 - 0 Motion carried

7:08 P.M. CITY COUNCIL ADJOURNED

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

The December 7, 2021 Regular City Council Meeting minutes were approved by the City Council on the 11th day of January, 2022.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

AI# 10294
Regular City Council Meeting
01/11/2022:

7. 1.

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 4, amending the FY 2021-22 Budget for municipal purposes respecting the Capital Fund to establish Capital Improvement Project 92754, Cyber Security Infrastructure; providing for filing; and providing for a savings clause.

Item Summary

I. Establish Capital Improvement Project 92754, Cyber Security Infrastructure, and appropriate funding of $2,240,500, funded with American Rescue Plan Act (ARPA) funds. Proposed critical infrastructure improvements are:

1. Backup and Recovery	$ 241,500
2. Critical Infrastructure Security	1,413,000
3. Cisco Phone System Security	21,000
4. Radio System Security	165,000
5. Fiber Optic Security/Capacity	400,000
TOTAL	**$2,240,500**

Annual recurring costs after implementation total $196,100.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 4

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2021-22 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CAPITAL FUND TO ESTABLISH CAPITAL IMPROVEMENT PROJECT 92754, CYBER SECURITY INFRASTRUCTURE; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

WHEREAS, the City Council deems it advisable to change the FY 2021-22 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2021-22 (Budget Amendment #4) for municipal purposes, as follows:

I. Establish Capital Improvement Project 92754, Cyber Security Infrastructure, and appropriate funding of $2,240,500, funded with American Rescue Plan Act funds.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:

Amy Sims
Deputy City Attorney

ccdocs/BudgetFY2122.Amend4.ord
November 29, 2021

AI# 10342
Regular City Council Meeting 7. 2.
01/11/2022:

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 5, amending the FY 2021-22 Budget for municipal purposes respecting the Civic Center and General Funds; providing for filing; and providing for a savings clause.

Item Summary

I. Amend Civic Center Cost Center 4813, by adding one additional full-time position, Custodian II.

II. Amend Public Health Cost Center 5415, by adding one additional full-time position, Disease Intervention Specialist. The new position will be grant funded.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 5

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2021-2022 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CIVIC CENTER FUND; PROVIDING FOR FILING; AND PROVIDING FOR A SAVING CLAUSE.

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

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

WHEREAS, the City Council deems it advisable to change the FY 2021-22 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2021-22 (Budget Amendment #5) for municipal purposes, as follows:

I. Amend the Civic Center cost center 4813 by adding one additional full-time position, Custodian II.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:

Amy Sims
Deputy City Attorney

ccdocs/BudgetFY2122.Amend5.ord
December 17, 2021

AI# 10348
Regular City Council Meeting 7. 3.
01/11/2022:

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 7, amending the FY 2021-22 Budget for municipal purposes respecting the Lake Alan Henry Fund to appropriate funding for the purchase of a boat used for Parks and Recreation operations for Lake Alan Henry; providing for filing; and providing for a savings clause.

Item Summary

Amend the FY 2021-22 Lake Alan Henry Operating Budget by increasing the appropriation by $23,760, from $637,639 to $661,399, for the purchase of a boat used for Parks and Recreation operations for Lake Alan Henry.

The operations conducted with the boat include but are not limited to:

- Removing trash and debris from shoreline;
- Relocation and replacement of buoys;
- Inspecting and replacing cables on the boat dock;
- Traveling to and surveying archeological sites;
- The transportation of stranded or broken down patrons; and
- Any and all emergencies taking place on the water.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer.

Attachments

Budget Amendment 7

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2021-22 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE LAKE ALAN HENRY FUND TO APPROPRIATE FUNDING FOR THE PURCHASE OF BOAT USED FOR PARKS AND RECREATION OPERATIONS FOR LAKE ALAN HENRY; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE

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

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

WHEREAS, the City Council deems it advisable to change the FY 2021-22 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2021-22 (Budget Amendment #7) for municipal purposes, as follows:

I. Amend the FY 2021-22 Lake Alan Henry Operating Budget by increasing the appropriation by $23,760, from $637,639 to $661,399, for the purchase of a boat used for Parks and Recreation operations for Lake Alan Henry.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:

Amy Sims
Deputy City Attorney

ccdocs/BudgetFY2122 Amend7.ord
December 22, 2021

AI# 10353
Regular City Council Meeting
01/11/2022:

7. 4.

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 8, amending the FY 2021-22 Budget for municipal purposes respecting the Grant Fund to establish and appropriate funding for Capital Improvements Project 92756 Civic Park; providing for filing; and providing for a savings clause.

Item Summary

Establish Capital Improvement Project 92756, Civic Park, and appropriate funding in the amount of $1,000,000. The funding will be from a $500,000 CH Foundation Grant, and a $500,000 Helen Jones Foundation Grant.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 8

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2021-22 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ESTABLISH AND APPROPRIATE FUNDING FOR CAPITAL PROJECT 92756 CIVIC PARK; AND PROVIDING FOR A SAVINGS CLAUSE

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

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

WHEREAS, the City Council deems it advisable to change the FY 2021-22 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2021-22 (Budget Amendment #8) for municipal purposes, as follows:

I. Establish Capital Improvement Project 92756, Civic Park, and appropriate funding in the amount of $1,000,000. The funding will be from a $500,000 CH Foundation grant, and $500,000 Helen Jones Foundation grant.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:



Amy Sims
Deputy City Attorney

ccdocs/BudgetFY2122 Amend8.ord
December 22, 2021

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 9, amending the FY 2021-22 Budget for municipal purposes respecting the Lubbock Power & Light Operating and Capital Program; providing for filing; and providing for a savings clause.

Item Summary

Establish Capital Improvement Project 92755, Massengale Station Gas Turbine #8 Repairs and appropriate funding in the amount of $4,500,000. The project will utilize FY 2021-22 cash funding. The project scope and justification is as follows:

Project Scope:
This project is to repair and restore Gas Turbine #8 at Massengale Station. The project includes costs related to engineering and repairs of the gas turbine and auxiliary equipment.

Project Justification:
In September of 2021, Gas Turbine #8 at Massengale Station suffered a forced outage and is out for repairs. Returning this generation unit to service will provide capacity for LP&L to serve its native load in the Electric Reliability Council of Texas (ERCOT).

Federal Energy Regulatory Commission (FERC) Accounts: 343

Estimated Useful Life: 10 years

Amend Fund 211, “Electric Operating Fund”, by increasing the Transfer to the Capital Program in the amount of $4,500,000, from $20,969,731 to $25,469,731.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer.

Attachments

Budget Amendment 9
EUB Resolution

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2021-22 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE LUBBOCK POWER & LIGHT OPERATING AND CAPITAL PROGRAM; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

WHEREAS, the City Council deems it advisable to change the FY 2021-22 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2021-22 (Budget Amendment #9) for municipal purposes, as follows:

I. Establish Capital Improvement Project 92755, Massengale Station Gas Turbine #8 Repairs and appropriate funding in the amount of $4,500,000. The Project will utilize FY 2022 cash funding. The project scope and justification is as follows:

Project Scope:

This project is to repair and restore Gas Turbine #8 at Massengale Station. The project includes costs related to engineering and repairs of the gas turbine and auxiliary equipment.

Project Justification:

In September of 2021, Gas Turbine #8 at Massengale Station suffered a forced outage and is out for repairs. Returning this generation unit to service will provide capacity for LP&L to serve its native load in the Electric Reliability Council of Texas (ERCOT).

FERC Accounts: 343

Estimated Useful Life: 10 years

II. Amend fund 211, "Electric Operating Fund", by increasing the Transfer to the Capital Program in the amount of $4,500,000, from $20,969,731 to $25,469,731.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:

_____
Amy Sims
Deputy City Attorney

ccdocs/BudgetFY2122.Amend9.ord
December 22, 2021

RESOLUTION

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

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

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

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

THAT the Electric Utility Board hereby approves the amendment to the City of Lubbock's Budget for Lubbock Power & Light, and requests that the City Council so amend the City of Lubbock's Budget for Lubbock Power & Light, for fiscal year 2021-22, as follows:

1) Establish CIP #92755, Massengale Station Gas Turbine #8 Repairs - and appropriate funding in the amount of $4,500,000. The project will utilize FY 2022 cash funding. The project scope and justification is as follows:

   Project Scope:

   This project is to repair and restore Gas Turbine #8 at Massengale Station. The project includes costs related to engineering and repairs of the gas turbine and auxiliary equipment.

   Project Justification:

   In September of 2021, Gas Turbine #8 at Massengale Station suffered a forced outage and is out for repairs. Returning this generation unit to service will provide capacity for LP&L to serve its native load in the Electric Reliability Council of Texas (ERCOT).

   FERC Accounts: 343

   Estimated Useful Life: 10 years

2) Amend fund 211, Electric Operating Fund", by increasing the Transfer to the Capital Program in the amount of $4,500,000, from $20,969,731 to $25,469,731.

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

Passed by the Electric Utility Board this 28th day of December, 2021.

Dan Odom, Chairman

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:

Jenny Smith, LP&L General Counsel

AI# 10364
Regular City Council Meeting
01/11/2022:

7. 6.

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 10, amending the FY 2021-22 Budget for municipal purposes respecting the General Fund to appropriate funding for the purchase of fence construction used in Solid Waste Landfill Operations; providing for filing; and providing for a savings clause.

Item Summary

Amend the FY 2021-22 Solid Waste Landfill Operating Budget in the General Fund by increasing the appropriation by $88,000, from $9,687,345 to $9,775,345, for fence construction.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer.

Attachments

Budget Amendment 10

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2021-22 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND TO APPROPRIATE FUNDING FOR THE PURCHASE OF FENCE CONSTRUCTION USED IN SOLID WASTE LANDFILL OPERATIONS; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE

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

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

WHEREAS, the City Council deems it advisable to change the FY 2021-22 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2021-22 (Budget Amendment #10) for municipal purposes, as follows:

I. Amend the FY 2021-22 Solid Waste Landfill Operating Budget in the General Fund by increasing the appropriation by $88,000, from $9,687,345 to $9,775,345, for fence construction.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:

Amy Sims
Deputy City Attorney

ccdocs/BudgetFY2122 Amend10.ord

Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing the Mayor to execute, for and on behalf of the City of Lubbock, a Compromise Settlement Agreement and Release of all Claims in Cause No. 2019-534,990, in the 72nd District Court of Lubbock County, Texas, styled *Eligah Williams and Glorya Gordia v. the City of Lubbock.*

Item Summary

The proposed settlement of claim involved a City of Lubbock Solid Waste truck and a vehicle driven by Eligah Williams and Glorya Gordia.

Fiscal Impact

Funds are budgeted in the FY 2021-22 Risk Management Fund.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Resolution - Settlement Agmt., Williams and Garcia
Settlement Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Compromise Settlement Agreement and Release of all Claims in Cause No. 2019-534,990, 72nd District Court of Lubbock County, Texas, styled Eligah Williams and Glorya Garcia v. City of Lubbock, Texas and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Lainey Morrison, Risk Manager

APPROVED AS TO FORM:

_____
Jeff Hartsell, Deputy City Attorney

vw:ccdocs/RES.Settlement Agrmt-Williams, Eligah
December 28, 2021

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

COMPROMISE SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Compromise Settlement Agreement and Release of All Claims ("Settlement Agreement") is entered into by and between the **CITY OF LUBBOCK, TEXAS ("the City")**, and **ELIGAH WILLIAMS AND GLORYA GARCIA, ("the Claimants")**.

RECITALS

WHEREAS, on or about October 31, 2017, Eligah Williams was driving his vehicle on the North Loop 289 access road and Glorya Garcia was a passenger in this vehicle; and

WHEREAS, a City of Lubbock Solid Waste truck was also being driven on the North Loop 289 access road; and

WHEREAS, the City of Lubbock Solid Waste truck attempted to make a right turn into an alley from the North Loop 289 access road; and

WHEREAS, there was a collision between the City of Lubbock's vehicle and the vehicle being driven by Eligah Williams; and

WHEREAS, Claimants allege that the driver of the City vehicle was negligent in operating his vehicle; and

WHEREAS, Claimants allege they suffered physical injuries as a result of this accident, some of which required surgical intervention; and

WHEREAS, Claimants filed suit against the City of Lubbock in Cause No. 2019-534,990 in the 72nd District Court of Lubbock County, Texas; and

EW'S INITIALS: EW GG'S INITIALS: gg

WHEREAS, the City denies any liability to Claimants for any claim or cause of action, but is willing to settle all claims to avoid the inconvenience, distractions, uncertainties and expenses attendant to litigation and trial, in exchange for the consideration and releases set forth below.

1. IN CONSIDERATION of the payment by the City of the sum of TWO HUNDRED FIFTY THOUSAND and No/100 Dollars ($250,000.00), Claimants do hereto enter into this Settlement Agreement and do hereby release, acquit, and forever discharge the City of Lubbock, Texas, its respective predecessors, successors, assigns, owners, City Council, partners, members, managers, employees, directors, legal representatives, insurers, independent contractors, agents and attorneys (the "Releasees"), of and from any and all liability, claims, demands, damages, attorney's fees, costs, valid liens, where statutorily provided or otherwise, expenses, services, actions, causes of action, or suit in equity, of whatsoever kind or nature, whether heretofore or hereafter accruing, which Claimant now has or may hereafter have, whether known or unknown, arising from the motor vehicle accident on October 31, 2017, involving the City of Lubbock. The sum set forth above constitutes damages on account of personal physical injuries and/or physical sickness, arising from an occurrence, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.
2. Payment shall be made by check payable to Eligah Williams, Glorya Garcia and Glasheen, Valles & Inderman, LLP after this Settlement Agreement is signed by all parties.

EW'S INITIALS: EW GG'S INITIALS: gg

3. Claimants agree that they are each responsible for any of their own outstanding valid liens, claims, or rights of subrogation that may now or hereafter exist arising out of or relating to this occurrence including, but not limited to, liens from any health care insurer or health care provider. This section is not intended to shift responsibility from one claimant to the other for payment of any treatment that either one of them underwent related to this incident if said treatment resulted in a valid lien, claim or subrogation interest.
4. This Settlement Agreement may be pled as a full and complete defense to any action, suit, or other proceeding, which may be instituted, prosecuted or attempted for, upon, or in respect of any of the claims released hereby.
5. This Settlement Agreement includes any transaction, occurrence, matter or thing whatsoever, whether known or unknown, arising or occurring due to this incident including, but not limited to, all claims, demands, causes of actions of any nature, whether in contract or in tort, or arising out of, under or by virtue of any statute or regulation, that are recognized by law or that may be created or recognized in the future by any manner, including, without limitation, by statute, regulation, or judicial decision, for past, present and future damage or loss, or remedies of any kind that are now recognized by law or that may be created or recognized in the future by any manner, and including but not limited to the following: all actual damages, all exemplary and punitive damages, all penalties of any kind or statutory damages. Claimants hereby declare that they fully understand the terms of this Settlement Agreement and voluntarily accept the above stated sum for the

EW'S INITIALS: EW GG'S INITIALS: gg

purposes of making full and final settlement of any and all the injuries, damages, expenses, and inconveniences above mentioned.

6. Claimants hereby represent and warrant that they, and they alone, own the claimed rights, interests, demands, actions, or causes of action, obligations, or any other matter covered by this Settlement Agreement (the "Claimed Rights"), and that they have not transferred, conveyed, pledged, assigned or made any other disposition of the Claimed Rights. Claimants agree to indemnify and hold harmless the Releasees from and against any and all claims, demands, or causes of action for anyone claiming by, through, or under claimants, including any valid liens, whether statutory or otherwise, regarding the claimed rights, interests, demands, actions, or causes of action, obligations, or any other matter covered by this Settlement Agreement.
7. The terms of this Settlement Agreement shall inure to the benefit of, and be binding upon, the Claimants, Releasees, successors or assigns.
8. All signatories to this Settlement Agreement hereby warrant that they have the authority to execute this Settlement Agreement and bind the respective parties.
9. This Settlement Agreement states the entire agreement of the parties with respect to the matters discussed herein, and supersedes all prior or contemporaneous oral or written understandings, agreements, statements or promises.
10. This Settlement Agreement may not be amended or modified in any respect except by a written instrument duly executed by all of the parties to this Settlement Agreement.

EW'S INITIALS: EW GG'S INITIALS: gg

11. If this Settlement Agreement does not become effective for any reason, it shall be deemed negotiations for settlement purposes only and will not be admissible in evidence or usable for any purposes whatsoever.

12. If any portion or term of this Settlement Agreement is held unenforceable by a court of competent jurisdiction, the remainder of this Settlement Agreement shall not be affected and shall remain fully in force and enforceable.

13. Each party has consulted with whatever consultants, attorneys or other advisors each deems appropriate concerning the effect of this Settlement Agreement and Claimants assume the risk arising from not seeking further or additional consultation with such advisors.

14. Each party assumes the risk of any mistake of fact or law with regard to any aspect of this Settlement Agreement, the dispute described herein, or any asserted rights released by this Settlement Agreement.

15. Claimants, by entering into this Settlement Agreement, acknowledge that this settlement is a compromise of a disputed claim as to the liability of the Releasees for the Claimants' injuries and damages, if any, and the payment made herein is not to be construed as an admission of liability on the part of the Releasees. It is understood that the existence of any liability or wrongdoing has been, and continues to be, expressly denied by the Releasees.

16. All parties to this Settlement Agreement acknowledge and agree that they have obtained legal representation and advice, as they have deemed appropriate in entering into this Settlement Agreement.

EW'S INITIALS: EW GG'S INITIALS: gg

17. All parties further state that this Settlement Agreement, including the foregoing release, has been carefully read and each party understands the contents thereof and have signed the same as their own respective free act and have not been influenced in making this settlement by any representative of a party or parties released.

18. It is further understood that the provisions of this Settlement Agreement are contractual and not mere recitals and that the laws of the State of Texas shall govern this Settlement Agreement.

FOR THE CLAIMANT

ELIGAH WILLIAMS

STATE OF TEXAS §

COUNTY OF LUBBOCK §

Before me, the undersigned authority, on this 21st day of December, 2021, personally appeared ELIGAH WILLIAMS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

AMANDA JANE DEER
Notary Public, State of Texas
Comm. Expires 10-15-2022
Notary ID 129905717

Notary Public

EW'S INITIALS: EW GG'S INITIALS: gg

FOR THE CLAIMANT

Gloria H. Garcia
GLORYA GARCIA

STATE OF TEXAS §

COUNTY OF LUBBOCK §

Before me, the undersigned authority, on this 21st day of December, 2021, personally appeared GLORYA GARCIA, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

AMANDA JANE DEER
Notary Public, State of Texas
Comm. Expires 10-15-2022
Notary ID 129905717

A Deer
Notary Public

FOR THE CITY OF LUBBOCK:

By: _____
DANIEL M. POPE, MAYOR

Signed this _____day of January, 2022

EW'S INITIALS: EW GG'S INITIALS: gg

AI# 10331
Regular City Council Meeting 7. 8.
01/11/2022:

Information

Agenda Item

Resolution - Planning: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to a Professional Services Agreement, Contract 16192, and related documents, by and between the City of Lubbock, and enCode Plus, LLC, for a software license agreement for design and use of enCode Plus.

Item Summary

The City previously entered into a Software License Agreement with enCodePlus, LLC for the use of enCode Standard 90◦ software. This software platform hosts the new Unified Development Code (UDC) that the City is currently drafting. Staff recommends approval of the attached amendment to the agreement for the purpose of building three (3) development features as listed below. These features will be available on the enCodePlus website for use by staff and the public.

- Bufferyard Calculator - Used to calculate the required minimum bufferyard size on specific property.
- Parking Calculator - Used to calculate the required minimum number of parking spaces for specific property.
- Signage Calculator - Used to calculate the maximum allowable signage size for specific property.

Fiscal Impact

The total cost of the amendment for the additional features is $8,250 and is funded in Capital Improvement Project 8633, Comprehensive Plan Implementation. In addition to the amendment, the annual renewal fee of $4,250 for the software will be due, for a total amount of $12,500 due to enCodePlus LLC.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution Contract 16192
Amendment 1 Contract 16192
Budget Detail
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to Professional Services Agreement, Contract No. 16192 for a software license agreement for the design and use of enCode Plus, by and between the City of Lubbock and enCode Plus, LLC, and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.Amend #1 PSA-No. 16192 enCode
12.07.21

P: 1.800.381.9286 I E: info@enCodePlus.com
A: 1415 Highway 6 South, Ste A300, Sugar Land, TX 77478
ENCODEPLUS.COM

AMENDMENT TO SOFTWARE AS A SERVICE AGREEMENT 16192

Whereas **enCode**Plus, LLC, as the Licensor, and the City of Lubbock, a public body corporate and political subdivision of the State of Texas, as the Licensee, have entered into an Agreement, effective May 28, 2019, by which Licensor granted Licensee a non-transferable, non-exclusive, limited, non-assignable license to use the software covered by the agreement;

And, whereas the original 18-month license term in the amount of $6,375 was for the period from May 29, 2019 through March 28, 2021,

And, whereas the annual fee for each one-year period beginning on March 29, 2021 and ending on March 28, 2025 is in the amount of $4,250;

And, whereas Licensee requests the build and addition of the following premium features and their individual costs:

	One Time	Annual
– Bufferyard Calculator	$2,750	--
– Parking Calculator	$2,750	--
– Signage Calculator	$2,750	--

And, whereas the total one-time build cost amounts to $8,250;

And, whereas the total amount due upon execution of this Amendment equals the annual fee of $4,250 (March 29, 2021 through March 28, 2022), plus the one-time build fee of $8,250 for a total of $12,500;

Now, therefore, be it resolved that:

Licensor and Licensee agree to the terms of this Amendment;

This amendment is done pursuant to Section 17, *Amendment and Modification*, of the Software License Agreement and all other terms and conditions of the Agreement shall continue in full force and effect and shall govern this Amendment as if repeated herein in full.

CITY OF LUBBOCK

Daniel M. Pope, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Bryan Isham, AICP, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney,

CONTRACTOR

BY: Bret C. Keast

enCodePlus, LLC, Authorized Representative

BRET C. KEAST

Print Name

1415 HIGHWAY 6 SOUTH A300

Address

SUGAR LAND, TX 77478

City, State, Zip Code

City of Lubbock, TX
Capital Project
Project Cost Detail
January 11, 2022

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

Encumbered/Expended	**Budget**
Contract 14462 Unified Development Code	$ 575,000
Contract 14462 Amendment #2	77,120
Agenda Items, January 11, 2022	
Contract 16192 enCode Plus, LLC	12,500
Encumbered/Expended To Date	664,620
Estimated Costs for Remaining Appropriation	
Misc. Costs	380
Remaining Appropriation	380
Total Appropriation	$ 665,000

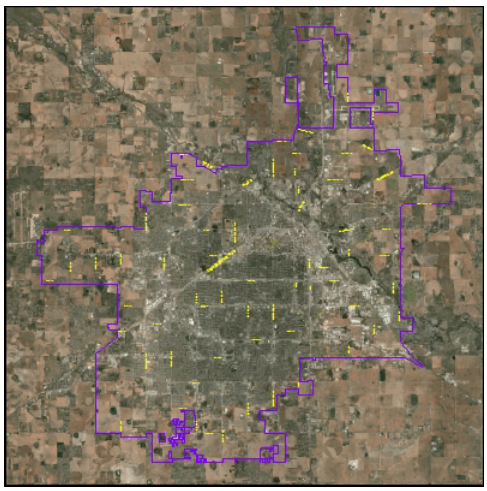
Project Name **Comprehensive Plan Implementation** *Project Number* **8633**

Managing Department **Planning**

Project Manager **Kristen Sager**

Project Classification **Master Plans/Studies**

Project Status **Approved**



Project Scope

Step One: Performance of a diagnostic analysis of the current zoning and subdivision regulations, together with ancillary regulations, in order to identify conflicts with federal regulations, state statues, other city ordinances, the Comprehensive Plan, the Future Land Use Plan, and case law. Incorporate public engagement as recommended by the Planning Department and then identify areas for revision.

Step Two: Based on the findings in Step 1, prepare a comprehensive, unified document, including the zoning regulations, subdivision regulations, sign regulations and ancillary development-related ordinances and policies, titled the "City of Lubbock Unified Development Code (UDC)", in both print and electronic format.

Step Three: Discuss, present to, and obtain adoption by the Planning & Zoning Commission and City Council. Prepare and publish the UDC into an online document for placement on the City's web site, to include hyperlinks, illustrations, and searchable text.

Project Justification

In December 2018, the City adopted an updated Comprehensive Plan, known as "Plan Lubbock 2040". This resulted in a list of future tasks to implement the recommendations, the most important of which is to update the zoning and subdivision regulations, which are the tools that implement planning policy. The current zoning code, written in 1975, is outdated and does not address the changes over the past 23 years. Piecemeal changes to the code over the years have resulted in various inconsistencies, and certain sections of the are not in compliance with state regulations. It is imperative that the codes be updated. Consolidation of development-related ordinances into a Unified Development Code (UDC) provides customers and staff with a single document that can be referenced for most needs, and is much more user-friendly. Publishing on-line with the requested features will make it even more so.

Project History

FY 2018-19:

Completed Development of an Request for Quotation (RFQ)/ Request for proposal(RFP) for planning consulting services to perform the services scoped herein, and awarding of a contract to the most qualified consultant(s).

Comprehensive Plan update was undertaken in 2016-2018. This was identified as an implementation/followed action.

$370,000 was appropriated in the FY 2018-19 Budget, Ord. No. 2018-O0109, October 1, 2018.
$255,000 was appropriated in the FY 2019-20 Budget, Ord. No. 2019-O0129, October 1, 2019.
$40,000 is appropriated in the FY 2020-21 Budget, BA 42, Ord. No. 2021-O0125, 9-14-21

		Unappropriated Planning Years						
Appropriation Detail	Appropriation to Date	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Project Amount
Other Activities	665,000	0	0	0	0	0	0	665,000
Total Project Appropriation	665,000	0	0	0	0	0	0	665,000

Project Name **Comprehensive Plan Implementation** *Project Number* **8633**

Funding Detail	Funding to Date	FY 2021-22	Unappropriated Planning Years FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Funding
FY 2019 General Fund Cash	370,000	0	0	0	0	0	0	370,000
FY 2020 General Fund Cash	255,000	0	0	0	0	0	0	255,000
FY 2021 General Fund Cash	40,000	0	0	0	0	0	0	40,000
Total Funding Sources	665,000	0	0	0	0	0	0	665,000

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

Information

Agenda Item

Ordinance 1st Reading - Right-of-Way: Consider an ordinance abandoning and closing two Water Line Easements located in Tract B, Lubbock Railport Addition, Lubbock County, Texas.

Item Summary

The City of Lubbock is in receipt of a request to abandon and close two 10-foot water line easements, CCFN 2015043629 and CCFN 2015043630, located in the Lubbock Railport Addition. The existing fire hydrants will be relocated by the requestor, in order to avoid conflicts with vehicular traffic.

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

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

ROW - Two Water Line Easements - Tract B Lubbock Railport Addition

Exhibit A - ROW-2 Water Line Easements - Tract B Lubbock Railport Addition

Map - ROW-2 Water Line Easements - Tract B Lubbock Railport Addition

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A WATER LINE EASEMENT LOCATED IN TRACT B, LUBBOCK RAILPORT ADDITION, LUBBOCK COUNTY, TEXAS ACCORDING TO THE MAP, PLAT, AND/OR DEDICATION DEED THEREOF RECORDED IN CCFN 2015043630, AND ABANDONING AND CLOSING A PORTION OF A WATER LINE EASEMENT LOCATED IN TRACT B, LUBBOCK RAILPORT ADDITION, LUBBOCK COUNTY, TEXAS ACCORDING TO THE MAP, PLAT, AND/OR DEDICATION DEED THEREOF RECORDED IN CCFN 2015043629, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

AND IT IS SO ORDERED.

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

Passed by the City Council on second reading this ____day of _____, 2021.

_____

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

FOR MIKE KEENUM.

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

APPROVED AS TO FORM:

Ryan Brooke, Assistant City Attorney

Ord.A&C-2 Water Line Easements Tract B, Lubbock Railport Addition
11.14.21

Parkhill

EXHIBIT "A"

PROPOSED WATER LINE EASEMENT CLOSURE IN
TRACT "B", LUBBOCK RAILPORT
AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS

A proposed water line easement closure in Tract "B", Lubbock Railport, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat, and/or dedication deed thereof recorded in Plat and Dedication Number 2014024323 of the Official Public Records of Lubbock County, Texas, said water line easement previously described in County Clerk's File Number 2015043630 of the Official Public Records of Lubbock County, Texas, said water line easement closure being further described by metes and bounds as follows:

BEGINNING at a point in the north line of 20-foot wide underground utility easement described in County Clerk's File Number 2008008385 of the Official Public Records of Lubbock County, Texas, at the southwest corner of said water line easement for the southwest corner of this closure, said beginning point having coordinates of NORTHING: 7,315,351.35 and EASTING: 955,835.31, Texas Coordinate System, North Central Zone 4202, North American Datum of 1983, whence a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set in the previous location of a found 1/2-inch iron rod with a plastic cap marked "H.R. & ASSOC" found at the most southerly southwest corner of said Tract "B", Lubbock Railport bears *South 85 degrees 02 minutes 39 seconds West* a distance of 179.64 feet;

(1) THENCE *North 01 degrees 08 minutes 50 seconds East* a distance of 30.89 feet to a point for the northwest corner of said water line easement and the northwest corner of this closure;

(2) THENCE *South 88 degrees 51 minutes 10 seconds East* a distance of 10.00 feet to a point for the northeast corner of said water line easement and the northeast corner of this closure;

(3) THENCE *South 01 degrees 08 minutes 50 seconds West* a distance of 30.95 feet to a point in the north line of said 20-foot wide underground utility easement, for the southeast corner of said water line easement and the southeast corner of this closure, whence a 1/2-inch iron rod with a plastic cap marked "H.R. & ASSOC." found at the southeast corner of said Tract "B" bears *South 88 degrees 33 minutes 49 seconds East* a distance of 109.99 feet and *South 01 degrees 08 minutes 50 seconds West* a distance of 20.00 feet;

(4) THENCE *North 88 degrees 33 minutes 49 seconds West*, along the north line of said 20-foot underground utility easement, a distance of 10.00 feet to the **POINT OF BEGINNING**. Bearings and coordinates called in this description are based on the Texas Coordinate System, North Central Zone 4202, North American Datum of 1983. Distances called in this description are surface distances. A plat of this proposed closure is included on page 2 of this document.

This description was prepared from an actual survey of the property and the information hereon represents the findings of this survey to the best of my knowledge and belief.

Surveyed on the ground October 20, 2021

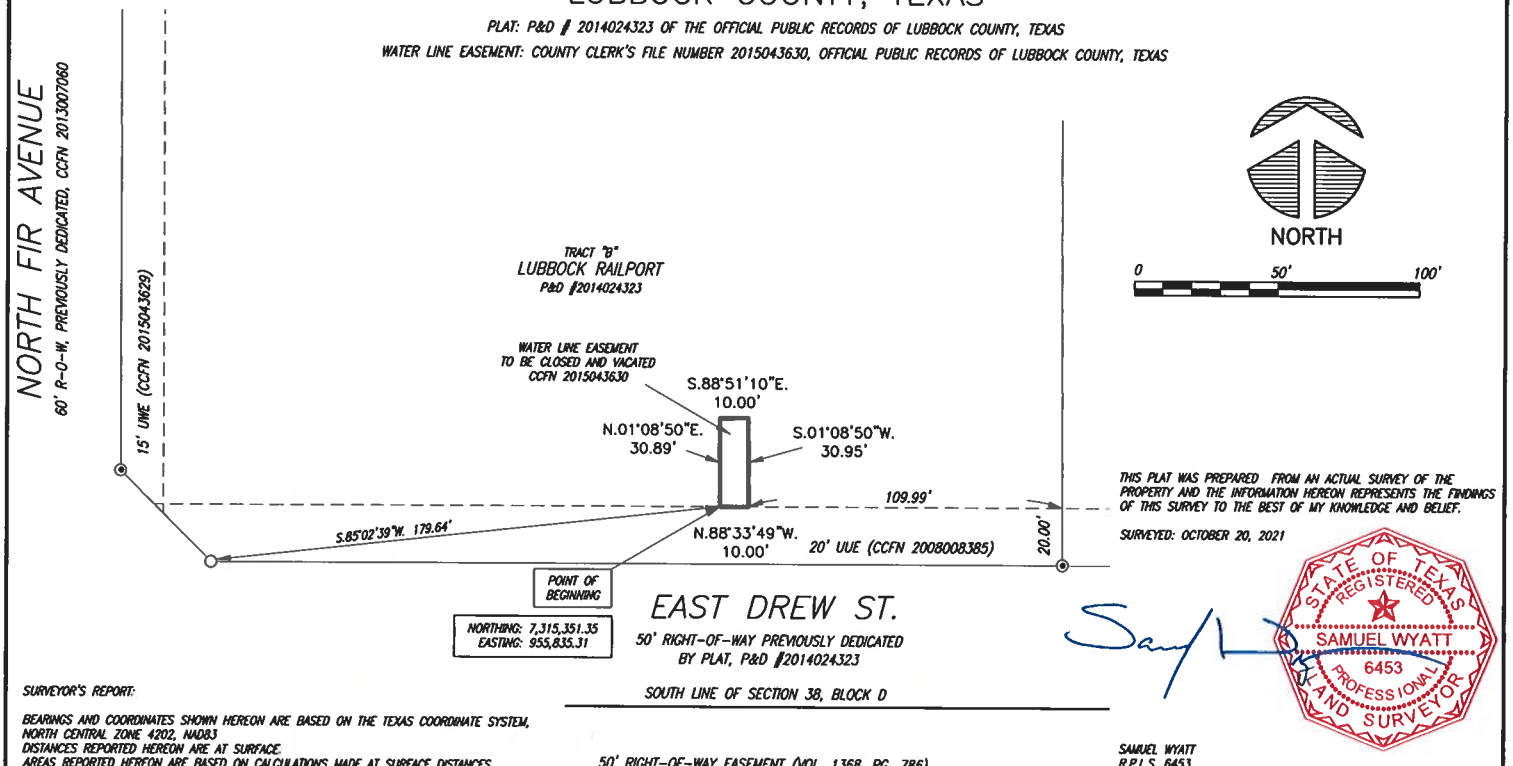
STATE OF TEXAS
REGISTERED
SAMUEL WYATT
6453
PROFESSIONAL
LAND SURVEYOR

Samuel Wyatt, R.P.L.S. 6453

A PROPOSED WATER LINE EASEMENT CLOSURE IN TRACT "B", LUBBOCK RAILPORT, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS

PLAT: P&D # 2014024323 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS

WATER LINE EASEMENT: COUNTY CLERK'S FILE NUMBER 2015043630, OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS



THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYED: OCTOBER 20, 2021

STATE OF TEXAS
REGISTERED
SAMUEL WYATT
6453
PROFESSIONAL
LAND SURVEYOR

SAMUEL WYATT
R.P.L.S. 6453

SURVEYOR'S REPORT:

BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, NAD83
DISTANCES REPORTED HEREON ARE AT SURFACE.
AREAS REPORTED HEREON ARE BASED ON CALCULATIONS MADE AT SURFACE DISTANCES.

THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH. RECORD DOCUMENTS OTHER THAN THOSE SHOWN MAY AFFECT THIS TRACT.

MONUMENTS INDICATED AS FOUND BY THIS SURVEY ARE NOT "PHYSICAL MONUMENTS OF RECORD DIGNITY" UNLESS SO NOTED.

FOUND MONUMENTS ARE ACCEPTED BY THIS SURVEYOR AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.

THIS PLAT IS INVALID UNLESS IT BEARS THE SURVEYOR'S ORIGINAL SEAL AND SIGNATURE.

A METES AND BOUNDS DESCRIPTION OF THIS WATER LINE EASEMENT IS INCLUDED ON PAGE 1 OF THIS DOCUMENT.

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194091

Parkhill

PROPOSED WATER LINE EASEMENT CLOSURE IN
TRACT "B", LUBBOCK RAILPORT
AN ADDITION TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS

A proposed water line easement closure in Tract "B", Lubbock Railport, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat, and/or dedication deed thereof recorded in Plat and Dedication Number 2014024323 of the Official Public Records of Lubbock County, Texas, said water line easement previously described in County Clerk's File Number 2015043629 of the Official Public Records of Lubbock County, Texas, said water line easement closure being further described by metes and bounds as follows:

BEGINNING at a point in the north line of said Tract "B" and the north line of said water line easement, for the northwest corner of this closure, said beginning point having coordinates of NORTHING: 7,316,025.91 and EASTING: 955,655.98, Texas Coordinate System, North Central Zone 4202, North American Datum of 1983, whence a 1/2-inch iron rod with a plastic cap marked "H.R. & ASSOC." found at the northwest corner of said Tract "B" and the northwest corner of said water line easement bears *North 88 degrees 33 minutes 49 seconds West* a distance of 15.00 feet;

(1) THENCE *South 88 degrees 33 minutes 49 seconds East*, along the north line of said Tract "B", a distance of 140.34 feet to a point for the northeast corner of said water line easement and the northeast corner of this closure, whence a 1/2-inch iron rod with a plastic cap marked "H.R. & ASSOC." found at the northeast corner of said Tract "B" bears *South 88 degrees 33 minutes 49 seconds East* a distance of 172.50 feet;

(2) THENCE *South 01 degrees 08 minutes 50 seconds West* a distance of 19.37 feet to a point for the most easterly southeast corner of said water line easement and the southeast corner of this closure;

(3) THENCE *North 88 degrees 51 minutes 10 seconds West* a distance of 10.00 feet to a point for a corner of said water line easement and the most southerly southwest corner of this closure;

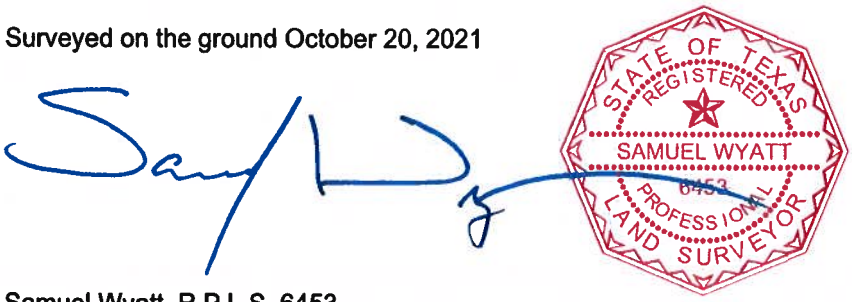
(4) THENCE *North 01 degrees 08 minutes 50 seconds East* a distance of 9.42 feet to a point for an ell corner of said water line easement and an ell corner of this closure;

(5) THENCE *North 88 degrees 33 minutes 49 seconds West*, a distance of 130.38 feet to a point for an ell corner of said water line easement, for the most westerly southwest corner of this closure;

(6) THENCE *North 01 degrees 21 minutes 47 seconds East* a distance of 10.00 feet to the **POINT OF BEGINNING**. Bearings and coordinates called in this description are based on the Texas Coordinate System, North Central Zone 4202, North American Datum of 1983. Distances called in this description are surface distances. A plat of this proposed closure is included on page 2 of this document.

This description was prepared from an actual survey of the property and the information hereon represents the findings of this survey to the best of my knowledge and belief.

Surveyed on the ground October 20, 2021

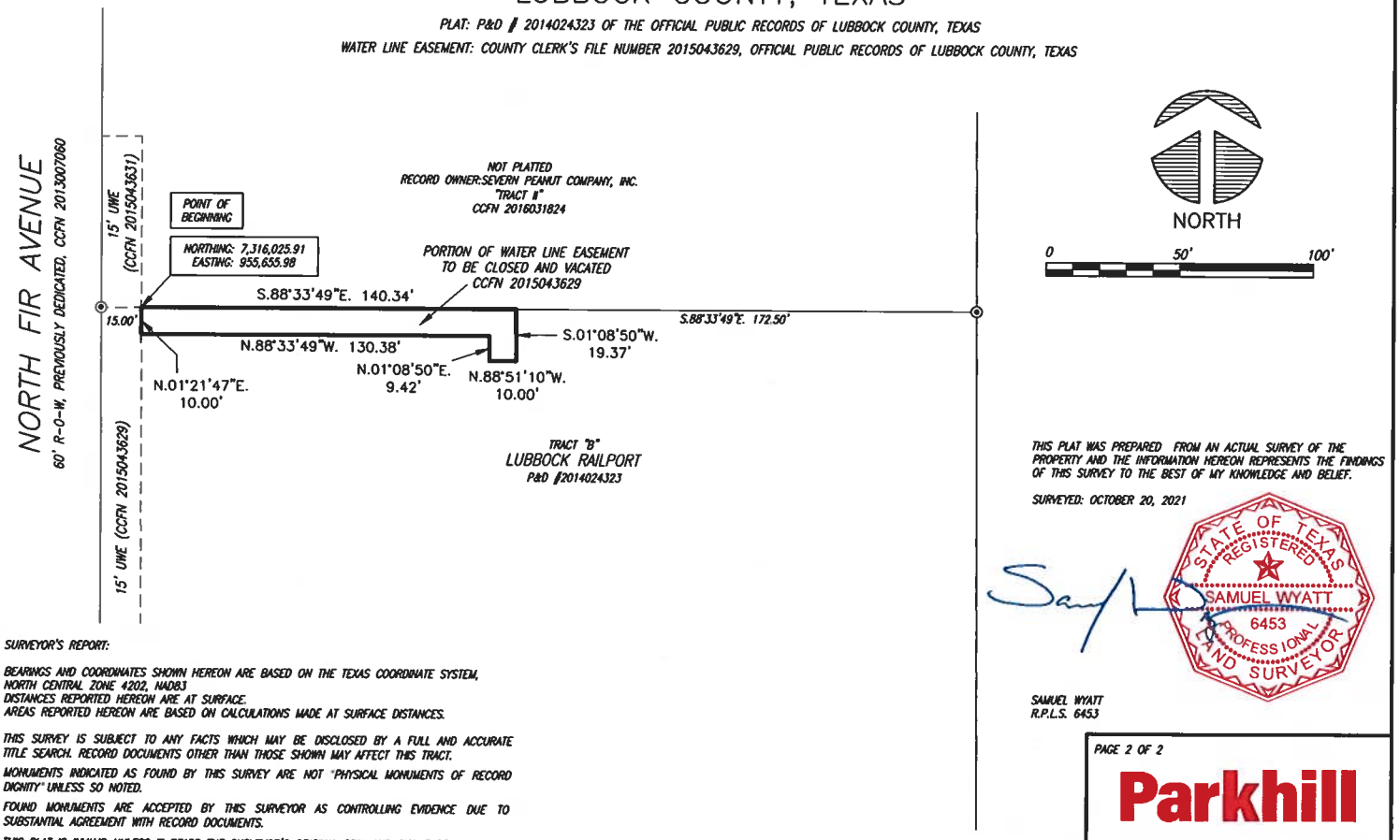


Samuel Wyatt, R.P.L.S. 6453

A PROPOSED WATER LINE EASEMENT CLOSURE IN TRACT "B", LUBBOCK RAILPORT, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS

PLAT: P&D # 2014024323 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS

WATER LINE EASEMENT: COUNTY CLERK'S FILE NUMBER 2015043629, OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS



THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYED: OCTOBER 20, 2021

STATE OF TEXAS REGISTERED SAMUEL WYATT 6453 PROFESSIONAL LAND SURVEYOR

SAMUEL WYATT
R.P.L.S. 6453

SURVEYOR'S REPORT:

BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, NAD83
DISTANCES REPORTED HEREON ARE AT SURFACE.
AREAS REPORTED HEREON ARE BASED ON CALCULATIONS MADE AT SURFACE DISTANCES.

THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH. RECORD DOCUMENTS OTHER THAN THOSE SHOWN MAY AFFECT THIS TRACT.

MONUMENTS INDICATED AS FOUND BY THIS SURVEY ARE NOT "PHYSICAL MONUMENTS OF RECORD DIGNITY" UNLESS SO NOTED.

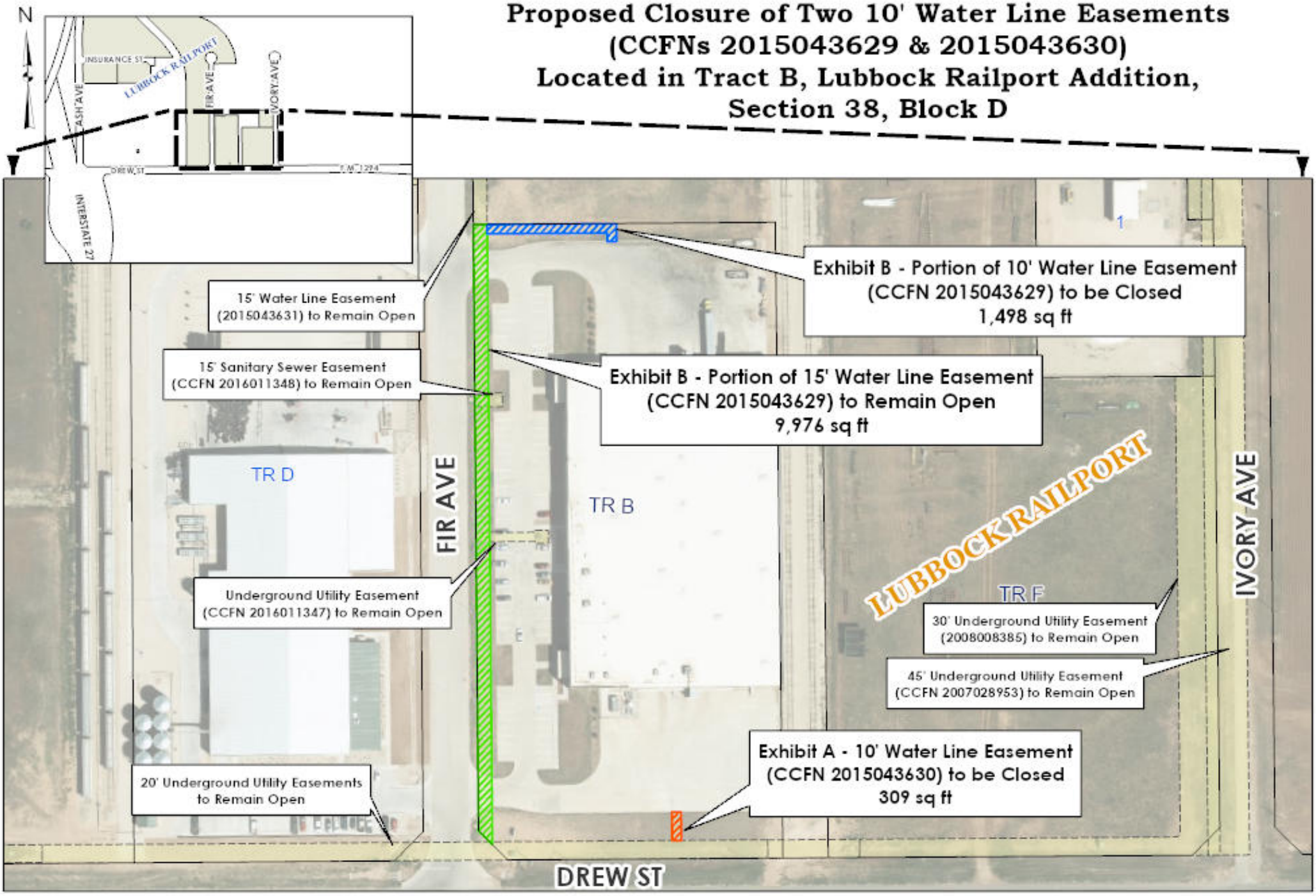
FOUND MONUMENTS ARE ACCEPTED BY THIS SURVEYOR AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.

THIS PLAT IS INVALID UNLESS IT BEARS THE SURVEYOR'S ORIGINAL SEAL AND SIGNATURE.

A METES AND BOUNDS DESCRIPTION OF THIS WATER LINE EASEMENT IS INCLUDED ON PAGE 1 OF THIS DOCUMENT.

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194091

Proposed Closure of Two 10' Water Line Easements (CCFNs 2015043629 & 2015043630) Located in Tract B, Lubbock Railport Addition, Section 38, Block D



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

City of Lubbock TEXAS

Digital Orthophotography - April 2020

Information

Agenda Item

Ordinance 1st Reading - Right-of-Way: Consider an ordinance abandoning and closing portions of 13th Street and Vernon Avenue within Block 72, Overton Addition, west of 2201 Broadway, Lubbock County, Texas.

Item Summary

The City of Lubbock is in receipt of a request to abandon and close portions of 13th Street and Vernon Avenue, between Tracts A and B, Overton Addition, Lubbock County, Texas.

The total area being closed is 28,769 square-feet, of which a 10,921 square-foot portion of Vernon Avenue Right-of-Way was originally dedicated by the proponent, First Baptist Church; therefore, there will be no charge for this portion of the closure. The remaining 17,848 square feet of the 13th Street Right-of-Way is valued at $0.63 per square foot, based on adjacent property land values, for a total of $11,244.24 due to City of Lubbock. An underground utility easement will be dedicated back to the City; therefore, a 50% credit will be applied, resulting in a total due to the City of $5,622.12.

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

Fiscal Impact

Revenue of $5,622.12 to the General Fund

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Ordinance abandoning and closing portions of 13th Street and Vernon Avenue - Blk 72 Overton

Exhibit A - Abandon and Close two Streets - Blk 72 Overton

Map - Abandon and Close two Streets - Blk 72 Overton

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A PORTIONS OF VERNON AVENUE AND 13TH STREET WITHIN BLOCK 72, OVERTON ADDITION, LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; RESERVING AN UNDERGROUND UTILITY 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 street right-of-way hereinafter described in the body of this Ordinance is no longer needed for street right-of-way purposes and for public use; and it would be in the public interest to close, vacate and abandon the same for street right-of-way purposes and for public use; NOW THEREFORE:

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

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

SECTION 2. THAT an easement is hereby reserved on a portion of the property described in Section 1, above, and such easement is reserved and retained for underground utility 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-Vernon & 13th Street, Block 72, Overton Addition
11.14.21

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

LAND SURVEYORS
CIVIL ENGINEERS

EXHIBIT
tabbies
"A"

METES AND BOUNDS DESCRIPTION of an 0.6603 acre tract, being a portion of 13th Street as dedicated by plat of Overton Addition recorded in Volume 18, Page 610 of the Deed Records of Lubbock County, Texas (DRLCT), and a portion of Vernon Avenue as dedicated in Volume 363, Page 159, DRLCT, as depicted on final plat of Tracts "A" and "B", Overton Addition, recorded in Volume 3193, Page 140, Real Property Records of Lubbock County, Texas, being further described as follows:

BEGINNING at an "X" cut in concrete found in the North right-of-way line of said 13th Street, at the Southwest corner of Tract "A", Overton Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 3193, Page 140 of the Real Property Records of Lubbock County, Texas, for the most Westerly Northwest corner of this tract;

THENCE S. 88°18'17" E., along the North right-of-way line of said 13th Street and the Southern boundary of said Tract "A", a distance of 264.56 feet to a "MAG" nail with washer set in West right-of-way line of said Vernon Avenue, for the Southeast corner of said Tract "A";

THENCE N. 01°43'01" E., along the West right-of-way line of said Vernon Avenue and the Eastern boundary of said Tract "A", a distance of 260.02 feet to an "X" cut in concrete set in the South right-of-way line of Broadway Street, dedicated by plat in Volume 18, Page 610, DRLCT, for the Northeast corner of said Tract "A" and the most Northerly Northwest corner of this tract;

THENCE S. 88°18'28" E., along the South right-of-way line of said Broadway Street, a distance of 42.00 feet to an "X" cut in concrete found in the East right-of-way line of said Vernon Avenue for the Northwest corner of Tract "B", said Overton Addition, and the Northeast corner of this tract;

THENCE S. 01°43'01" W., along the East right-of-way line of said Vernon Avenue and the Western boundary of said Tract "B", a distance of 269.99 feet to a crow's foot cut in concrete found at a point of curvature;

THENCE Southwesterly, continuing along the Western boundary of said Tract "B", along a curve to the right, said curve having a radius of 50.00 feet, a central angle of 89°58'42", a chord distance of 70.70 feet and a chord bearing of S. 46°42'22" W. to an "X" cut in concrete set for a point of tangency in the South right-of-way line of said 13th Street;

THENCE N. 88°18'17" W., continuing along the South right-of-way line of said 13th Street and the Western boundary of said Tract "B", a distance of 256.60 feet an "X" cut in concrete found in the East right-of-way line of Avenue "W", dedicated by plat recorded in Volume 18, Page 610, DRLCT, for the Southwest corner of this tract;

THENCE N. 01°44'16" E., along the East right-of-way line of said Avenue "W", a distance of 59.95 feet to the Point of Beginning.

Contains: 28,762 square feet

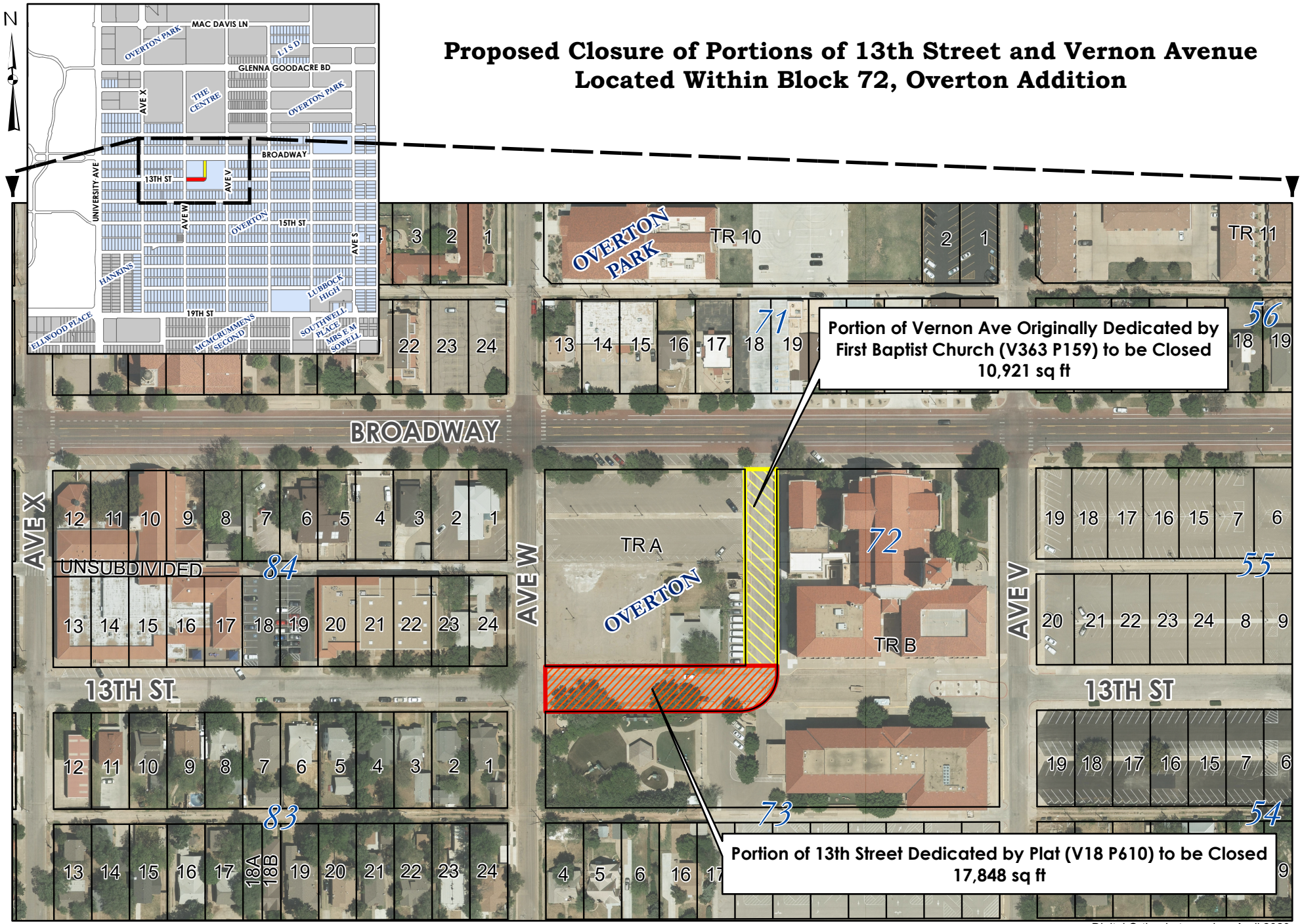
Bearings relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, (2011, epoch 2010.0).

Surveyed on the ground,
April 19, 2021

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

STATE OF TEXAS
REGISTERED
ROBERT A. CHRISTOPHER
5167
PROFESSIONAL
LAND SURVEYOR

Proposed Closure of Portions of 13th Street and Vernon Avenue Located Within Block 72, Overton Addition



Feet

0 100 200 300

Digital Orthophotography - April 2020

As required by Chapter 2051, SUBCHAPTER D. GEOSPATIAL DATA PRODUCTS of the Government Code, the City of Lubbock hereby provides notice that the data on this map was created by the City of Lubbock. Any data that appears to represent property boundaries is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

City of Lubbock TEXAS

AI# 10354
Regular City Council Meeting
01/11/2022:

7. 11.

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to accept, on behalf of the City of Lubbock, four Street and Public Use Dedications Deeds and two Drainage Easements, in connection with certain real property located in Sections 26, 27, and 30, Block AK, Lubbock County, Texas, to be utilized for the Upland Avenue Roadway Expansion Project.

Item Summary

With the widening of Upland Avenue from 66th Street to 114th Street, the following street dedications will allow for the construction of the proposed arterial. The parcels of land are located in Sections 26, 27, and 30, Block AK, Lubbock County, Texas. The total consideration of $177,558, as valued in Appraisal Reports, is subject to final approval by the City Council and approval of title.

Parcel	Owner	Acres	Cost
Parcel 35	Betenbough Homes, LLC.	0.169	$49,552
Parcel 53	C. Reed Richardson, Nora Richardson	0.152	$24,725
Parcel 54	Tendalla, LTD.	0.405	$75,462
Parcel 55 & 55A	Wilkerson Group, LTD.	0.113	$19,680
Parcel 109 & 109A	Vernon Wayne Gee	0.138	$8,139
TOTAL		**0.977**	**$177,558**

Fiscal Impact

The cost of the easement acquisition is $177,558 and is funded in Capital Improvements Project 92510, Upland Avenue 66th Street to 82nd Street.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution - Four Street Dedication Deed and Two Drainage Easements - Upland Ave
Parcel 35 - Street Dedication Deed - Upland Avenue
Parcel 53 - Street Dedication Deed - Upland Avenue
Parcel 54 - Street Dedication Deed - Upland Avenue
Parcel 109 - Street Dedication Deed - Upland Avenue
Parcel 55 - 55A - Drainage Easement - Upland Avenue
Parcel 109 A - Drainage Easement - Upland Avenue
CIP Detail
Budget Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to accept for and on behalf of the City of Lubbock four (4) Street and Public Use Dedication Deeds and two (2) Drainage Easements in connection with certain real property located in Sections 26, 27, and 30, Block AK, Lubbock County, Texas, to be utilized for the Upland Avenue Roadway Project, and all related documents. Said Dedication Deeds and Easements are attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

RES.4 Dedication Deeds & 2 Drainage Easements-Section 26, 27, & 30, Block AK
12.22.21

STREET AND PUBLIC USE DEDICATION DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

THAT **BETENBOUGH HOMES, LLC, a Texas** Domestic Limited Liability Company, herein called "Grantor", for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration, to it in hand paid by the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, does hereby dedicate to the public for public use forever and for street purposes, the following described tract of land situated in Lubbock County, Texas, as more particularly described in the attached Exhibit "A".

TO HAVE AND TO HOLD this above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said public forever so long as said premises are used for public purposes.

WITNESS MY HAND this 9 day of DECEMBER, 2021.

BETENBOUGH HOMES, LLC

By: Dustin Eggleston

Title: DIRECTOR OF LAND STRATEGY

Printed Name: DUSTIN EGGLESTON

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

EDIE GUESS
Notary Public, State of Texas
Notary ID# 13132593-9
My Commission Expires 10-23-2025

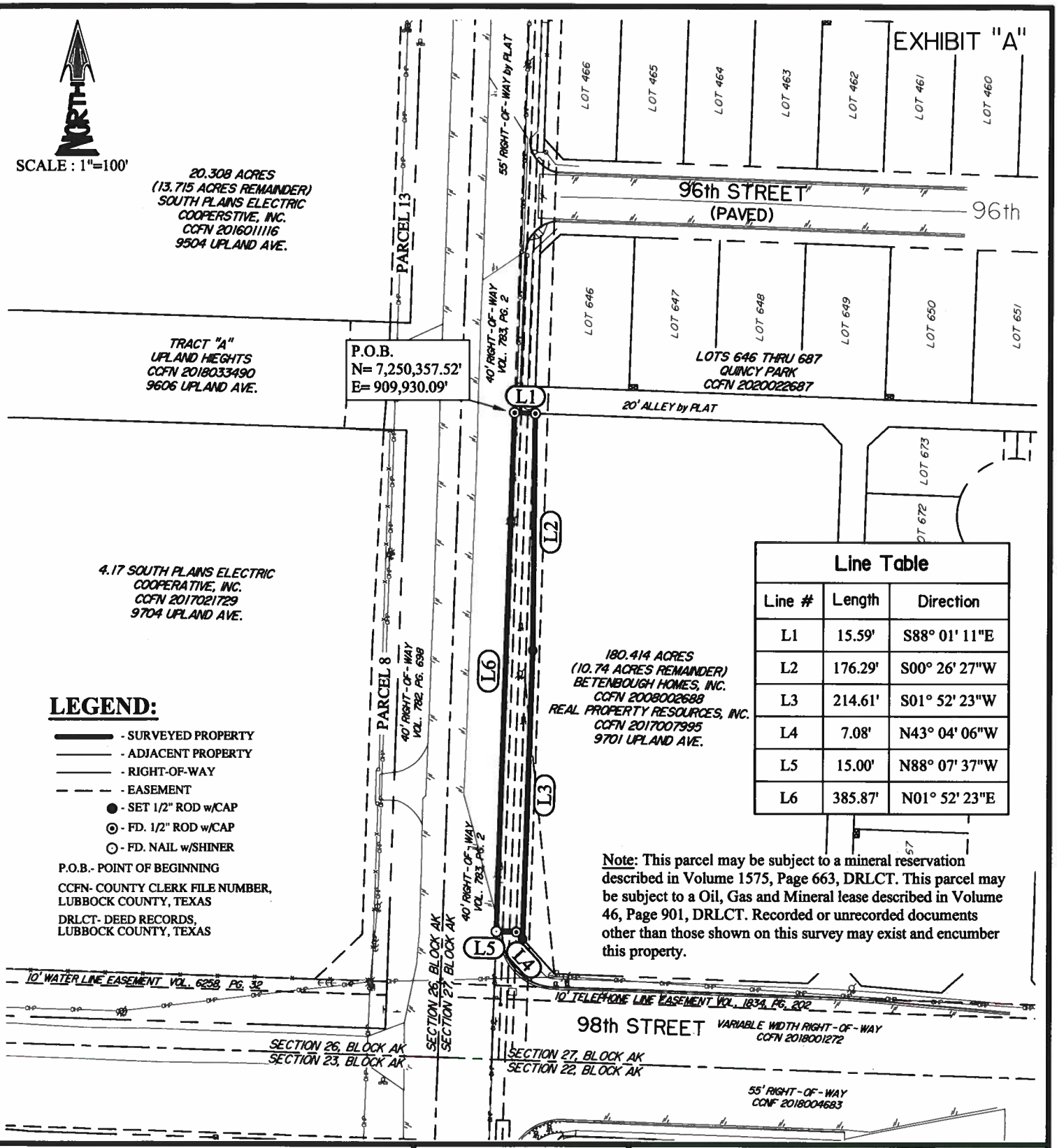
BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared Dustin Eggleston, Director of Land Strategy, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and as the act and deed of BETENBOUGH HOMES, LLC, a Texas Domestic Limited Liability Company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of December, 2021.

Edie Guess

Notary Public in and for the State of Texas

My Commission Expires: 10/23/25



LEGEND:

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

P.O.B.- POINT OF BEGINNING

CCFN- COUNTY CLERK FILE NUMBER, LUBBOCK COUNTY, TEXAS

DRLCT- DEED RECORDS, LUBBOCK COUNTY, TEXAS

Line Table		
Line #	Length	Direction
L1	15.59'	S88° 01' 11"E
L2	176.29'	S00° 26' 27"W
L3	214.61'	S01° 52' 23"W
L4	7.08'	N43° 04' 06"W
L5	15.00'	N88° 07' 37"W
L6	385.87'	N01° 52' 23"E

Note: This parcel may be subject to a mineral reservation described in Volume 1575, Page 663, DRLCT. This parcel may be subject to a Oil, Gas and Mineral lease described in Volume 46, Page 901, DRLCT. Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET

Parcel 35 - Permanent Easement
PERIMETER SURVEY OF A
0.169 ACRE PARCEL LOCATED IN
SECTION 27, BLOCK AK
LUBBOCK COUNTY, TEXAS

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

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

Surveyed on the ground.
September 15, 2020

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002485

Copyright 2020, Hugo Reed and Associates, Inc.

DESCRIPTION FOR PARCEL 35

METES AND BOUNDS DESCRIPTION of a 0.169 acre parcel located in Section 27, Block AK, Lubbock County, Texas, being a portion of 180.414 acres described in County Clerk File Number (CCFN) 2008002688, Official Public Records, Lubbock County, Texas (OPRLCT), being further described as follows:

BEGINNING at a 1/2" iron rod with cap (N=7,250,357.52, E=909,930.09') found in the East line of a 40.00 foot Right-of-Way described in Volume 783, Page 2, Deed Records, Lubbock County, Texas, and in the South line of a 20.00 foot alley dedicated with Lots 646-687, Quincy Park, an Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in CCFN 2020022687, OPRLCT, which bears N. 01° 52' 23" E. a distance of 480.83 feet and S. 88° 01' 11" E. a distance of 40.00 feet from a railroad spike found at the Southwest corner of said Section 27, Block AK, for the Northwest corner of this parcel;

THENCE S. 88° 01' 11" E. along the common line of said 20.00 foot alley a distance of 15.59 feet to a 1/2 " iron rod with cap found, for the Northeast corner of parcel;

THENCE S. 00° 26' 27" W. a distance of 176.29 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set, for a point of intersection of this parcel;

THENCE S. 01° 52' 23" W. parallel with and 60.00 feet from the West line of said Section 27, Block AK, a distance of 214.61 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set in the North line of 98th Street being a variable width Right-of-Way described in CCFN 2018001272, OPRLCT, for the Southeast Corner of this parcel;

THENCE N. 43° 04' 06" W. continuing along said North line of 98th Street a distance of 7.08 feet to a 1/2" iron rod with cap found at a point of intersection, for a corner of this parcel;

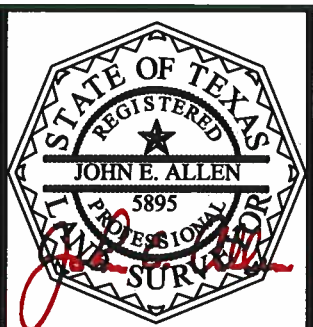
THENCE N. 88° 07' 37" W. continuing along the North line of 98th Street a distance of 15.00 feet to a nail with shiner marked found in the East line of said 40.00 foot Right-of-Way, for the Southwest corner of this parcel;

THENCE N. 01° 52' 23" E. parallel with and 40.00 feet from said West line of Section 27, Block AK, a distance of 385.87 feet to the Point of Beginning. Containing 0.169 acres (7,341 sq. ft.) of land, more or less.

UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET

Parcel 35 - Permanent Easement
PERIMETER SURVEY OF A
0.169 ACRE PARCEL LOCATED IN
SECTION 27, BLOCK AK
LUBBOCK COUNTY, TEXAS

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



Surveyed on the ground.
September 15, 2020

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100876-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002485

Copyright 2020, Hugo Reed and Associates, Inc.

STREET AND PUBLIC USE DEDICATION DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

THAT **C. REED RICHARDSON and wife, NORA RICHARDSON,** herein called "Grantor", for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration, to it in hand paid by the **CITY OF LUBBOCK, TEXAS,** a Home Rule Municipal Corporation, does hereby dedicate to the public for public use forever and for street purposes, the following described tract of land situated in Lubbock County, Texas, as more particularly described in the attached Exhibit "A".

TO HAVE AND TO HOLD this above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said public forever so long as said premises are used for public purposes.

WITNESS MY HAND this 22 day of NOVEMBER, 2021.

C. Reed Richardson
C. Reed Richardson

Nora Richardson
Nora Richardson

THE STATE OF Texas §

COUNTY OF Hays §

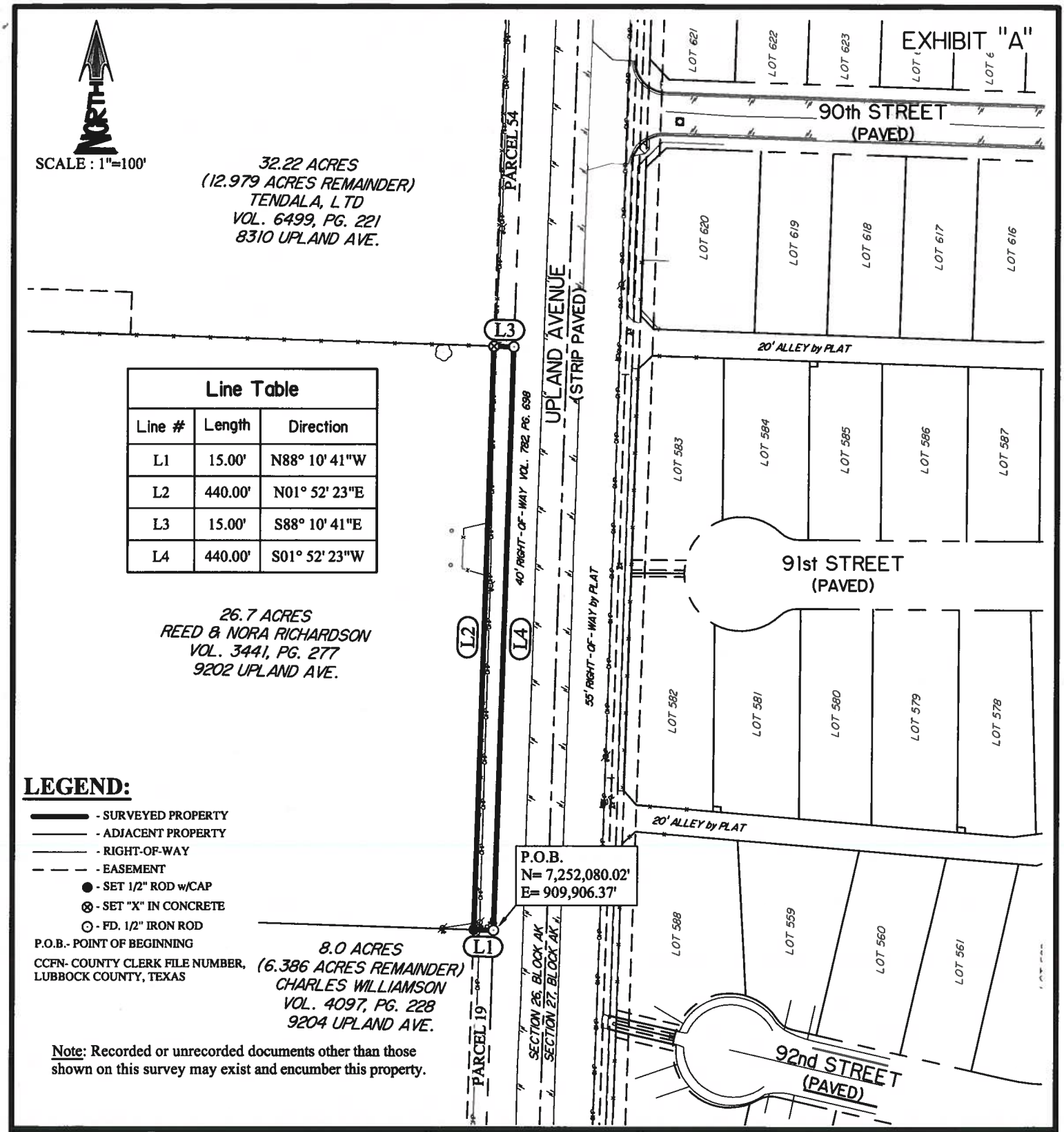
BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared C. Reed Richardson and wife, Nora Richardson, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of Nov, 2021.

Rhonda Corlew
Notary Public in and for the State of Texas

My Commission Expires: 12-7-2024

RHONDA CORLEW
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 12/07/2024
NOTARY ID 12982131-6



Line Table		
Line #	Length	Direction
L1	15.00'	N88° 10' 41"W
L2	440.00'	N01° 52' 23"E
L3	15.00'	S88° 10' 41"E
L4	440.00'	S01° 52' 23"W

LEGEND:

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

P.O.B.- POINT OF BEGINNING

CCFN- COUNTY CLERK FILE NUMBER, LUBBOCK COUNTY, TEXAS

Note: Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET

Parcel 53 - Permanent Easement
PERIMETER SURVEY OF A
0.152 ACRE PARCEL LOCATED IN
SECTION 26, BLOCK AK
LUBBOCK COUNTY, TEXAS

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

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

Surveyed on the ground.
September 15, 2020

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002485

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DESCRIPTION FOR PARCEL 53

METES AND BOUNDS DESCRIPTION of a 0.152 acre parcel located in Section 26, Block AK, Lubbock County, Texas, being a portion of 26.7 acre tract described in Volume 3441, Page 277, Real Property Records, Lubbock County, Texas (RPRLCT), being further described as follows:

BEGINNING at a 1/2" iron rod found (N=7,252,080.02', E=909,906.37') in the South line of said 26.7 acre tract and in the North line of an 8.0 acre tract described in Volume 4097, Page 228, RPRLCT, and in the West line of a 40.00 foot Right-of-Way described in Volume 782, Page 698, Deed Records, Lubbock County, Texas, which bears N. 01° 52' 23" E. a distance of 2201.61 feet and N. 88° 10' 41" W. a distance of 40.00 feet from a railroad spike found at the Southeast corner of said Section 26, Block AK, for the Southeast corner of this parcel;

THENCE N. 88° 10' 41" W. along the common line of said 8.0 acre tract and said 26.7 acre tract a distance of 15.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set, for the Southwest corner of this parcel;

THENCE N. 01° 52' 23" E. parallel with and 55.00 feet from the East line of said Section 26, Block AK, a distance of 440.00 feet to an "X" cut in concrete in North line of said 26.7 acre tract and in the South line of a 32.22 acre tract described in Volume 6499, Page 221, RPRLCT, for the Northwest corner of this parcel;

THENCE S. 88° 10' 41" E. along the common line of said 26.7 acre tract and said 32.22 acre tract a distance of 15.00 feet to a 1/2" iron rod found in said West line of a 40.00 foot Right-of-Way, for the Northeast corner of this parcel;

THENCE S. 01° 52' 23" W. parallel with and 40.00 feet from the East line of said Section 26, Block AK, along the West line of said 40.00 foot Right-of-Way a distance of 440.00 feet to the Point of Beginning. Containing 0.152 acre (6,600 sq. ft.) of land, more or less.

UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET

Parcel 53 - Permanent Easement
PERIMETER SURVEY OF A
0.152 ACRE PARCEL LOCATED IN
SECTION 26, BLOCK AK
LUBBOCK COUNTY, TEXAS

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

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

Surveyed on the ground.
September 15, 2020

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002485

Copyright 2020, Hugo Reed and Associates, Inc.

STREET AND PUBLIC USE DEDICATION DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

THAT **TENDALLA, LTD.,** a Texas limited partnership, acting by and through its General Partner, **2 SIMBA, INC.,** a Texas Corporation, herein called "Grantor", for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration, to it in hand paid by the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, does hereby dedicate to the public for public use forever and for street purposes, the following described tract of land situated in Lubbock County, Texas, as more particularly described in the attached Exhibit "A".

TO HAVE AND TO HOLD this above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said public forever so long as said premises are used for public purposes.

WITNESS MY HAND this 17th day of November, 2021.

TENDALLA, LTD., a Texas limited partnership
By: 2 SIMBA, INC., a Texas Corporation, its General Partner

By: _____
Melvin G. Shook, President

THE STATE OF TEXAS §

COUNTY OF Smith §

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared Melvin G. Shook, President of 2 SIMBA, INC., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of said 2 SIMBA, INC. on behalf of TENDALLA, LTD., a Texas limited partnership.

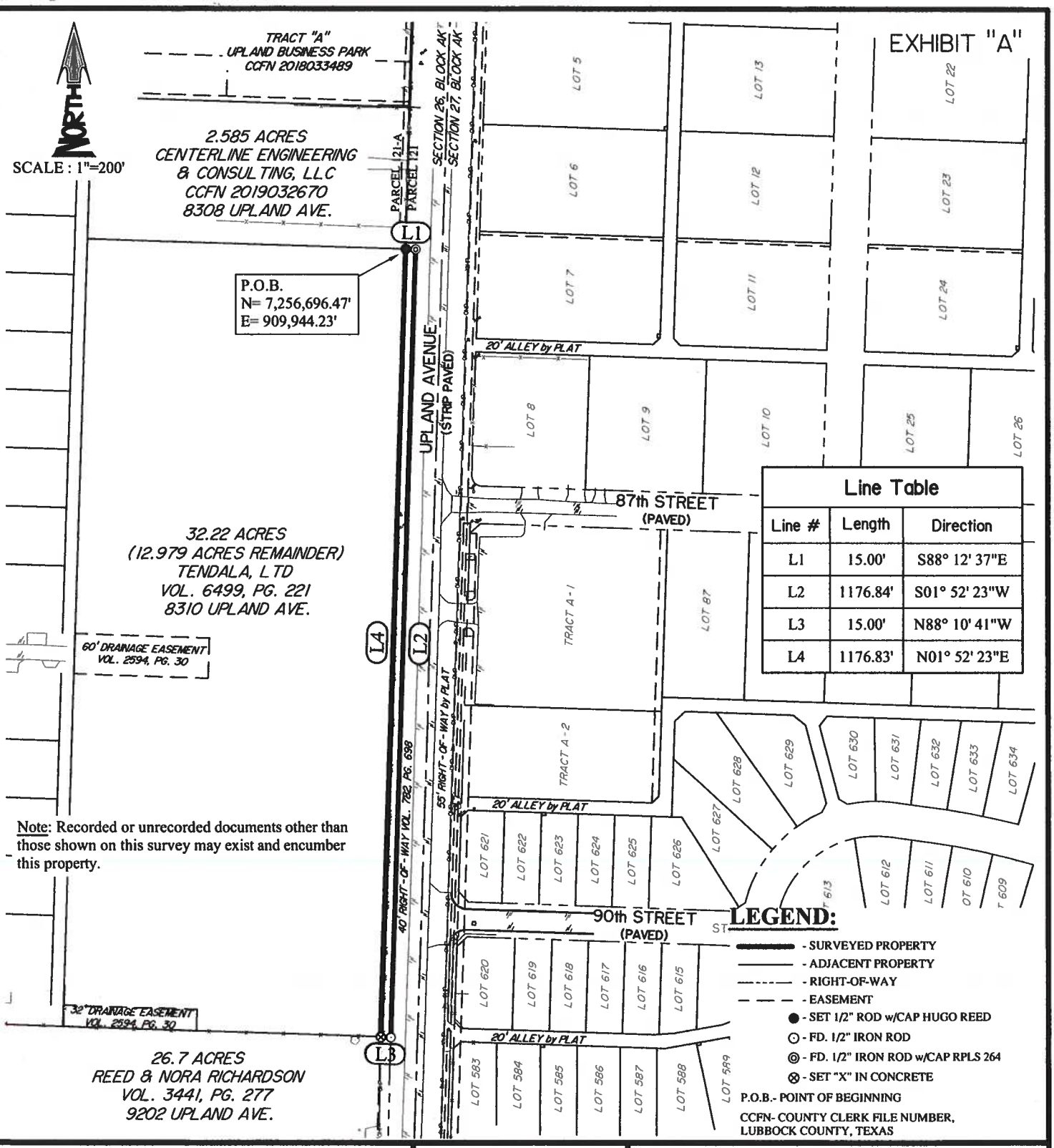
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of November, 2021.

Alicia Williams
My Commission Expires
04/30/2025
ID No. 10430394

_____
Notary Public in and for the State of Texas

My Commission Expires: 4/30/25

EXHIBIT "A"



Line Table		
Line #	Length	Direction
L1	15.00'	S88° 12' 37"E
L2	1176.84'	S01° 52' 23"W
L3	15.00'	N88° 10' 41"W
L4	1176.83'	N01° 52' 23"E

Note: Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- ● - SET 1/2" ROD w/CAP HUGO REED
- ⊙ - FD. 1/2" IRON ROD
- ◎ - FD. 1/2" IRON ROD w/CAP RPLS 264
- ⊗ - SET "X" IN CONCRETE

P.O.B.- POINT OF BEGINNING

CCFN- COUNTY CLERK FILE NUMBER, LUBBOCK COUNTY, TEXAS

UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET

Parcel 54 - Permanent Easement
PERIMETER SURVEY OF A
0.405 ACRE PARCEL LOCATED IN
SECTION 26, BLOCK AK
LUBBOCK COUNTY, TEXAS

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

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

Surveyed on the ground.
September 15, 2020

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002485

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DESCRIPTION FOR PARCEL 54

METES AND BOUNDS DESCRIPTION of a 0.405 acre parcel located in Section 26, Block AK, Lubbock County, Texas, being a portion of 32.22 acres described in Volume 6499, Page 221, Real Property Records, Lubbock County, Texas (RPRLCT), being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set (N=7,253,696.47', E=909,944.23') in the South line of a 2.585 acre tract described in County Clerk File Number 2019032670, Official Public Records, Lubbock County, Texas, which bears S. 01° 52' 23" W. a distance of 1464.89 feet and N. 88° 12' 37" W. a distance of 55.00 feet from the Northeast corner of said Section 26, Block AK, for the Northwest corner of this parcel;

THENCE S. 88° 12' 37" E. along the said South line of said 2.585 acre tract a distance of 15.00 feet to a 1/2" iron rod with cap found in the West line of a 40.00 foot Right-of-Way described in Volume 782, Page 698, Deed Records, Lubbock County, Texas, for the Northeast corner of this parcel;

THENCE S. 01° 52' 23" W. parallel with and 40.00 feet from the East line of said Section 26, Block AK, along the West line of said 40.00 foot Right-of-Way a distance of 1176.84 feet to a 1/2" iron rod found in the South line of said 32.22 acre tract and in the North line of a 26.7 acre tract described in Volume 3441, Page 277, RPRLCT, for the Southeast corner of this parcel;

THENCE N. 88° 10' 41" W. along the common line of said 32.2 acre tract and said 26.7 acre tract a distance of 15.00 feet to an "X" cut in concrete, for the Southwest corner of this parcel;

THENCE N. 01° 52' 23" E. parallel with and 55.00 feet from the East line of said Section 26, Block AK, a distance of 1176.83 feet to the Point of Beginning. Containing 0.405 acre (17,653 sq. ft.) of land, more or less.

UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET

Parcel 54 - Permanent Easement
PERIMETER SURVEY OF A
0.405 ACRE PARCEL LOCATED IN
SECTION 26, BLOCK AK
LUBBOCK COUNTY, TEXAS

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

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

Surveyed on the ground.
September 15, 2020

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002485

Copyright 2020, Hugo Reed and Associates, Inc.

STREET AND PUBLIC USE DEDICATION DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

THAT **VERNON WAYNE GEE, being the only heir of BILLIE DARLENE (DOZIER) GEE, DECEASED, who was an heir of WILLIAM BAXTER DOZIER, DECEASED**, herein called "Grantor", for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration, to it in hand paid by the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, does hereby dedicate to the public for public use forever and for street purposes, the following described tract of land situated in Lubbock County, Texas, as more particularly described in the attached Exhibit "A".

TO HAVE AND TO HOLD this above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said public forever so long as said premises are used for public purposes.

WITNESS MY HAND this 3rd day of December, 2021.

Vernon Wayne Gee

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared Vernon Wayne Gee, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

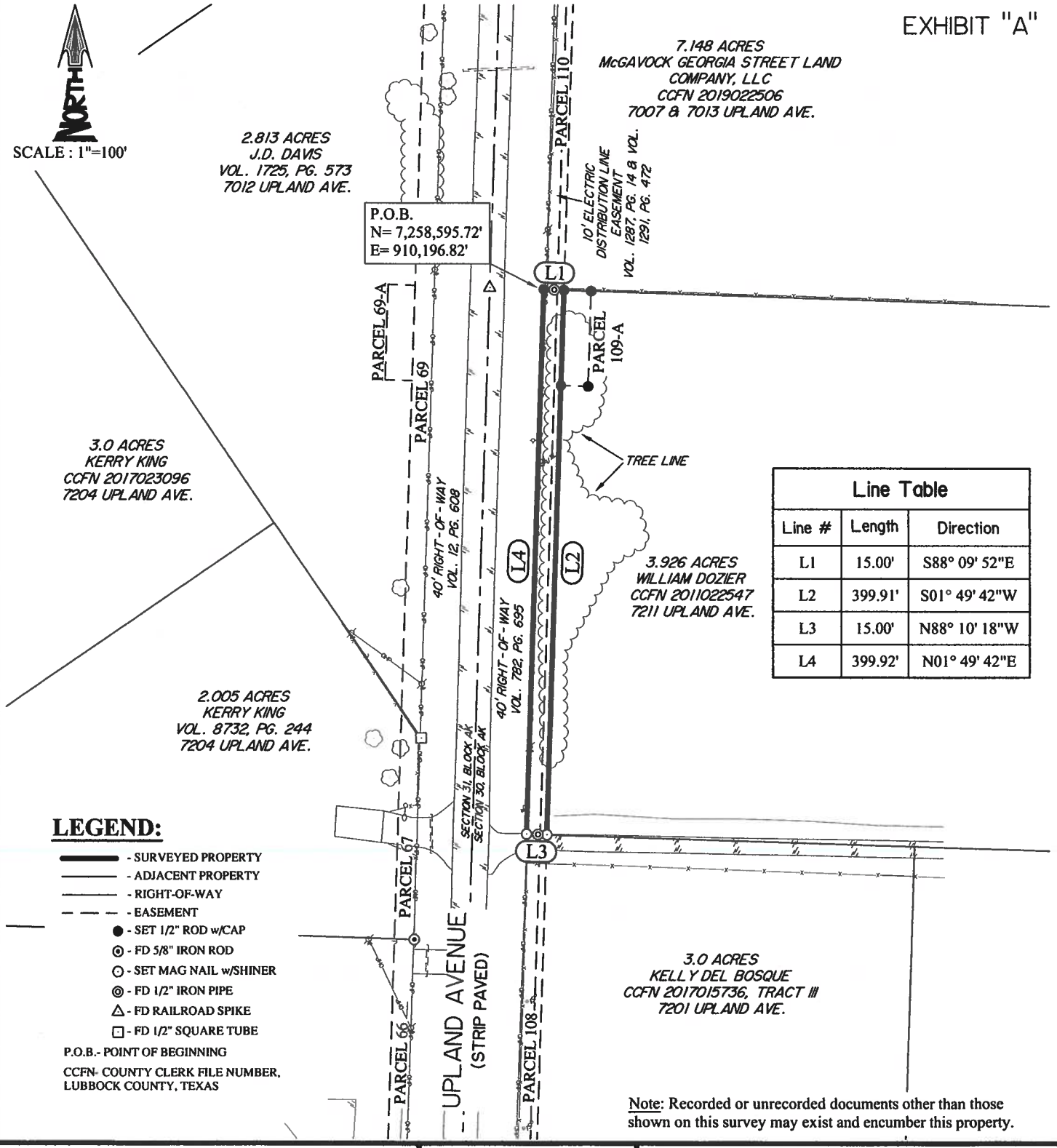
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of December, 2021.

Notary Public in and for the State of Texas

My Commission Expires: 9/8/2024

DAVID JAMES COX
Notary Public, State of Texas
Comm. Expires 09-08-2024
Notary ID 132663036

EXHIBIT "A"



Line Table		
Line #	Length	Direction
L1	15.00'	S88° 09' 52"E
L2	399.91'	S01° 49' 42"W
L3	15.00'	N88° 10' 18"W
L4	399.92'	N01° 49' 42"E

LEGEND:

- ——— - SURVEYED PROPERTY
- ——— - ADJACENT PROPERTY
- ——— - RIGHT-OF-WAY
- — — — - EASEMENT
- ● - SET 1/2" ROD w/CAP
- ⊙ - FD 5/8" IRON ROD
- ○ - SET MAG NAIL w/SHINER
- ◎ - FD 1/2" IRON PIPE
- △ - FD RAILROAD SPIKE
- □ - FD 1/2" SQUARE TUBE

P.O.B.- POINT OF BEGINNING

CCFN- COUNTY CLERK FILE NUMBER, LUBBOCK COUNTY, TEXAS

Note: Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET

Parcel 109 - Permanent Easement
PERIMETER SURVEY OF A
0.138 ACRE PARCEL LOCATED IN
SECTION 30, BLOCK AK
LUBBOCK COUNTY, TEXAS

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

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

Surveyed on the ground.
June 10, 2020

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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Combined Scale Factor: 1.0002485

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DESCRIPTION FOR PARCEL 109

METES AND BOUNDS DESCRIPTION of a 0.138 acre parcel located in Section 30, Block AK, Lubbock County, Texas, being a portion of 3.926 acres described in County Clerk File Number (CCFN) 2011022547, Official Property Records, Lubbock County, Texas (OPRLCT), being further described as follows:

BEGINNING at a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set (N=7,258,595.72', E=910,196.82') in the North line of said 3.926 acre tract and in the South line of a 7.148 acre tract described in CCFN 2019022506, OPRLCT, and in the East line of a 40.00 foot Right-of-Way described in Volume 782, Page 695, Deed Records, Lubbock County, Texas, which bears S. 01°49'42" W. a distance of 1840.00 feet and S. 88°09'52" E. a distance of 40.00 feet from a railroad spike found at the Northwest corner of said Section 30, Block AK, for the Northwest corner of this parcel;

THENCE S. 88°09'52" E. along the common line of said 3.926 acre tract and said 7.148 acre tract at 10.00 feet pass a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" found, continuing for a total distance of 15.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set for the Northeast corner of this parcel;

THENCE S. 01°49'42" W. parallel with and 55.00 feet from the West line of said Section 30, Block AK, at 70.00 feet pass a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set, continuing for a total distance of 399.91 feet to a mag nail with shiner set in the South line of said 3.926 acre tract and in the North line of a 3.0 acre tract described in CCFN 2017015736, OPRLCT, for the Southeast corner of this parcel;

THENCE N. 88°10'18" W. along the common line of said 3.926 acre tract and said 3.0 acre tract at 5.00 feet pass a 1/2" iron pipe found, continuing for a total distance of 15.00 feet to a mag nail with shiner set in the East line of said 40.00 foot Right-of-Way, for the Southwest corner of this parcel;

THENCE N. 01°49'42" E. along the East line of said 40.00 foot Right-of-Way a distance of 399.92 feet to the Point of Beginning. Containing 0.138 acre (5999 sq. ft.) of land, more or less.

UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET

Parcel 109 - Permanent Easement
PERIMETER SURVEY OF A
0.138 ACRE PARCEL LOCATED IN
SECTION 30, BLOCK AK
LUBBOCK COUNTY, TEXAS

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

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

Surveyed on the ground.
June 10, 2020

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002485

Copyright 2020, Hugo Reed and Associates, Inc.

DRAINAGE EASEMENT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

THAT **WILKERSON GROUP, LTD., a Texas limited partnership,** herein called "GRANTOR", for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS to GRANTOR in hand paid by the **CITY OF LUBBOCK,** a Home Rule Municipal Corporation of Lubbock County, Texas, the receipt and sufficiency of which is hereby acknowledged and confessed, and for the further good and valuable consideration in benefits accruing and to accrue to the remainder of GRANTOR'S property, has by these presents GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto the CITY OF LUBBOCK, its legal representatives, successors and assigns, for the use of the public as a perpetual and permanent drainage easement, the free and uninterrrupted use, liberty of passage in, on, along, over, upon, under, and across all that property lying and being situated in Lubbock County, Texas, and being more particularly described in the attached Exhibit "A."

SO LONG AS the public continues to use said property for the purposes herein stated, said easement includes, but is not limited to, the free and uninterruped use, liberty and privilege of passage in, along, over, across, under, upon and against the hereinafter described land for the purpose of constructing, reconstructing, maintaining, repairing, cleaning and clearing said premises for the free and unobstructed drainage of surface waters; together with the right of ingress, egress and regress for such purposes in, on, along, through and across all the property above described.

It is hereby covenanted and agreed that the CITY OF LUBBOCK retains and reserves the right to set and determine the drainage grade and direction of flow of surface waters on the real estate above described and buildings or like permanent structures shall not be erected, built, constructed or allowed to be erected, built or constructed in, upon, over, along or across the real estate above described, and if such erection, building or construction does occur in violation of this prohibition, the CITY OF LUBBOCK shall have the right to remove said building or structure from the aforesaid real estate.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging perpetually unto the CITY OF LUBBOCK, its successors and assigns, for so long as the CITY OF LUBBOCK uses the same for the purposes herein granted.

WITNESS THE EXECUTION OF THIS INSTRUMENT this 13th day of October, 2021.

WILKERSON GROUP, LTD., a Texas limited partnership
By: WILKERSON REAL ESTATE, L.L.C., a Texas limited liability company, its General Partner

By: Gordon Wilkerson
Gordon Wilkerson, Manager

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared Gordon Wilkerson, Manager of WILKERSON REAL ESTATE, L.L.C., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of said WILKERSON REAL ESTATE, L.L.C., on behalf of WILKERSON GROUP, LTD., a Texas limited partnership.

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

LYNETTE PITTS
Notary Public, State of Texas
Notary ID# 12984110-8
My Commission Expires 06-04-2022

Lynette Pitts
Notary Public in and for the State of Texas

My Commission Expires: 6/4/22

THE STATE OF TEXAS §

THE COUNTY OF Smith §

That TENDALLA, LTD., a Texas limited partnership, acting by and through its General Partner, 2 SIMBA, INC., a Texas Corporation, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) paid in cash, and for other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, being a lien holder on the property described herein, does hereby consent and agree to the foregoing DRAINAGE EASEMENT and does hereby subordinate its rights in the above described property to the above described DRAINAGE EASEMENT, as shown on the attached plat.

IN WITNESS WHEREOF, the said 2 SIMBA, INC. has caused these presents to be signed by Melvin G. Shook, President, on behalf of ~~TANDELLA, LTD.~~ TENDALLA, LTD. this 17th day of November, 2021.

TENDALLA, LTD., a Texas limited partnership
By: 2 SIMBA, INC., a Texas Corporation, its General Partner

By: _____
Melvin G. Shook, President

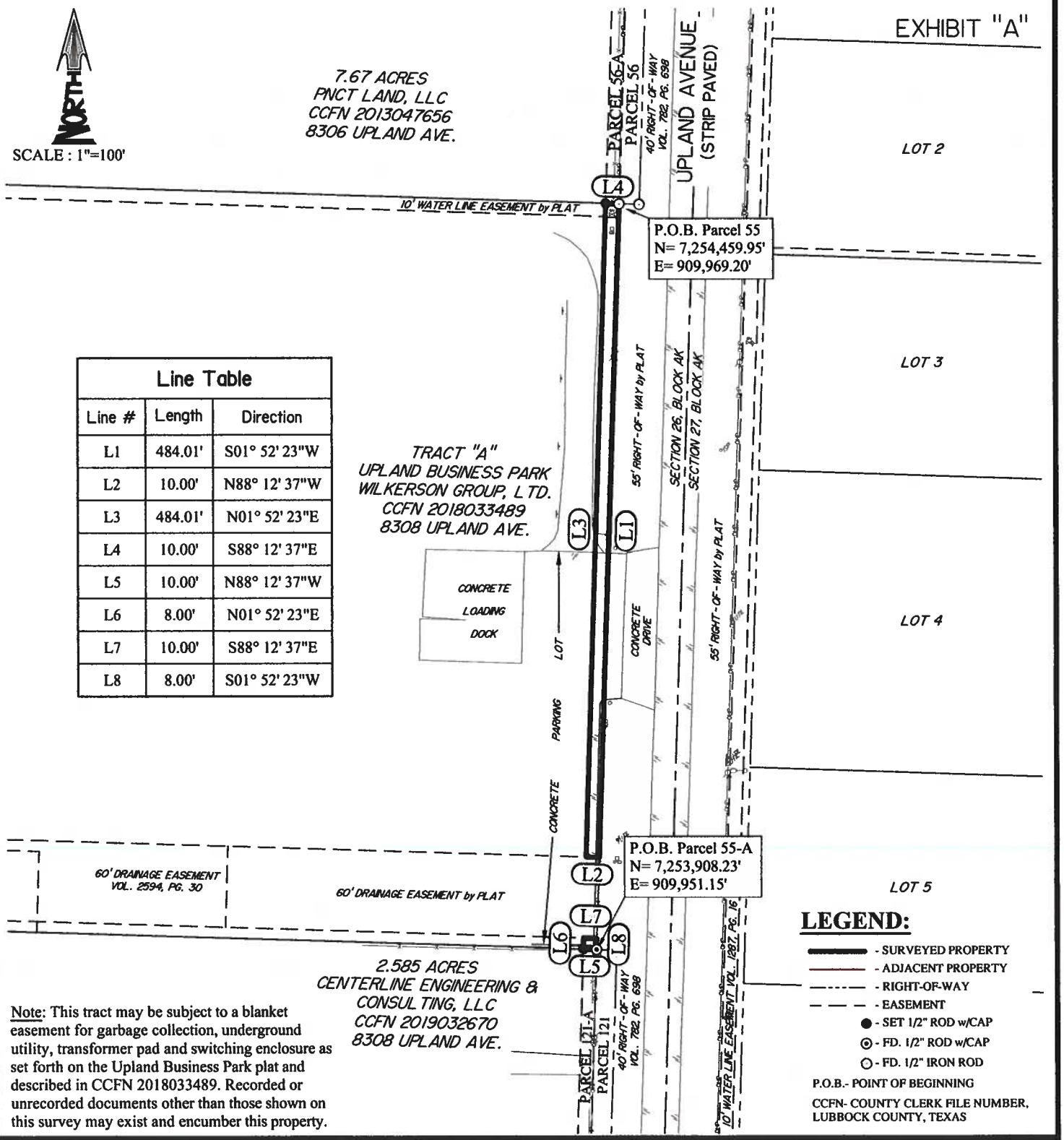
This instrument was acknowledged before me on this 11 day of November, 2021, by Melvin G. Shook, President of 2 SIMBA, INC., a Texas Corporation on behalf of TENDALLA, LTD., a Texas limited partnership.

_____
Notary Public in and for the State of Texas

Alicia Williams
My Commission Expires
04/30/2025
ID No. 10430394

My Commission Expires: 4/30/2025

EXHIBIT "A"



Line Table		
Line #	Length	Direction
L1	484.01'	S01° 52' 23"W
L2	10.00'	N88° 12' 37"W
L3	484.01'	N01° 52' 23"E
L4	10.00'	S88° 12' 37"E
L5	10.00'	N88° 12' 37"W
L6	8.00'	N01° 52' 23"E
L7	10.00'	S88° 12' 37"E
L8	8.00'	S01° 52' 23"W

Note: This tract may be subject to a blanket easement for garbage collection, underground utility, transformer pad and switching enclosure as set forth on the Upland Business Park plat and described in CCFN 2018033489. Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET

Parcels 55 and 55-A - Permanent Easements
PERIMETER SURVEY OF A 0.111 ACRE
and A 0.002 ACRE PARCEL LOCATED IN
SECTION 26, BLOCK AK
LUBBOCK COUNTY, TEXAS

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

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

Surveyed on the ground.
September 15, 2020

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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Combined Scale Factor: 1.0002485

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DESCRIPTION FOR PARCEL 55

METES AND BOUNDS DESCRIPTION of a 0.111 acre parcel located in Section 26, Block AK, Lubbock County, Texas, being a portion of Tract "A", Upland Business Park, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in County Clerk File Number (CCFN) 2018033489, Official Public Records, Lubbock County, Texas (OPRLCT), being further described as follows:

BEGINNING at a 1/2" iron rod (N=7,254,459.95', E=909,969.20') found at the Northeast corner of said Tract "A", Upland Business Park, and in the South line of a 7.67 acre tract described in CCFN 2013047656, OPRLCT, and in the West line of a 55.00 foot Right-of-Way dedicated with said Tract "A", Upland Business Park, which bears S.01° 52' 23" W. a distance of 701.00 feet and N. 88° 12' 37" W. a distance of 55.00 feet from the Northeast corner of said Section 26, Block AK, for the Northeast corner of this parcel;

THENCE S. 01° 52' 23" W. along the East line of said Tract "A", Upland Business Park, and said West line of said 55.00 foot Right-of-Way a distance of 484.01 feet to a point in the North line of a 60.00 foot Drainage Easement dedicated with said Tract "A", Upland Business Park, for the Southeast corner of this parcel;

THENCE N. 88° 12' 37" W. along said North line of said 60.00 foot Drainage Easement a distance of 10.00 feet to a point, for the Southwest corner of this parcel;

THENCE N. 01° 52' 23" E. parallel with and 10.00 feet from the East line of said Tract "A", Upland Business Park, a distance of 484.01 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set in said North line of said Tract "A", Upland Business Park, and in said South line of said 7.67 acre tract, for the Northwest corner of this parcel;

THENCE S. 88° 12' 37" E. along said North line of said Tract "A", Upland Business Park, and said South line of said 7.67 acre tract a distance of 10.00 feet to the Point of Beginning. Containing 0.111 acre (4,840 sq. ft.) of land, more or less.

DESCRIPTION FOR PARCEL 55-A

METES AND BOUNDS DESCRIPTION of a 0.002 acre parcel located in Section 26, Block AK, Lubbock County, Texas, being a portion of Tract "A", Upland Business Park, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in CCFN 2018033489, OPRLCT, being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "AMD" (N=7,253,908.23', E=909,951.15') found at the Southeast corner of said Tract "A", Upland Business Park and in the North line of a 2.585 acre tract described in CCFN 2019032670, OPRLCT, and in the West line of a 55.00 foot Right-of-Way dedicated with said Tract "A", Upland Business Park, which bears S.01° 52' 23" W. a distance of 1253.01 feet and N. 88° 12' 37" W. a distance of 55.00 feet from the Northeast corner of said Section 26, Block AK, for the Southeast corner of this parcel;

THENCE N. 88° 12' 37" W. along said South line of said Tract "A", Upland Business Park and said North line of said 2.585 acre tract, a distance of 10.00 feet to 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for the Southwest corner of this parcel;

THENCE N. 01° 52' 23" E. parallel with and 10.00 feet from the East line of said Tract "A", Upland Business Park, a distance of 8.00 feet to a point in the South line of a 60.00 foot Drainage Easement dedicated with said Tract "A", Upland Business Park, for the Northwest corner of this parcel;

THENCE S. 88° 12' 37" E. along said South line of said 60.00 foot Drainage Easement a distance of 10.00 feet to a point in the East line of said Tract "A", Upland Business Park, and in the West line of said 55.00 foot Right-of-Way dedicated with said Tract "A", Upland Business Park, for the Northeast corner of the is parcel;

THENCE S. 01° 52' 23" W. along the East line of said Tract "A", Upland Business Park, and said West line of said 55.00 foot Right-of-Way a distance of 8.00 feet to the Point of Beginning. Containing 0.002 acre (80 sq. ft.) of land, more or less.

UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET

Parcels 55 and 55-A - Permanent Easements
PERIMETER SURVEY OF A 0.111 ACRE
and A 0.002 ACRE PARCEL LOCATED IN
SECTION 26, BLOCK AK
LUBBOCK COUNTY, TEXAS

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

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

Surveyed on the ground.
September 15, 2020

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002485

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DRAINAGE EASEMENT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

THAT **VERNON WAYNE GEE, being the only heir of BILLIE DARLENE (DOZIER) GEE, DECEASED, who was an heir of WILLIAM BAXTER DOZIER, DECEASED,** herein called "GRANTOR", for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS to GRANTOR in hand paid by the **CITY OF LUBBOCK,** a Home Rule Municipal Corporation of Lubbock County, Texas, the receipt and sufficiency of which is hereby acknowledged and confessed, and for the further good and valuable consideration in benefits accruing and to accrue to the remainder of GRANTOR'S property, has by these presents GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto the CITY OF LUBBOCK, its legal representatives, successors and assigns, for the use of the public as a perpetual and permanent drainage easement, the free and uninterrrupted use, liberty of passage in, on, along, over, upon, under, and across all that property lying and being situated in Lubbock County, Texas, and being more particularly described in the attached Exhibit "A."

SO LONG AS the public continues to use said property for the purposes herein stated, said easement includes, but is not limited to, the free and uninterruped use, liberty and privilege of passage in, along, over, across, under, upon and against the hereinafter described land for the purpose of constructing, reconstructing, maintaining, repairing, cleaning and clearing said premises for the free and unobstructed drainage of surface waters; together with the right of ingress, egress and regress for such purposes in, on, along, through and across all the property above described.

It is hereby covenanted and agreed that the CITY OF LUBBOCK retains and reserves the right to set and determine the drainage grade and direction of flow of surface waters on the real estate above described and buildings or like permanent structures shall not be erected, built, constructed or allowed to be erected, built or constructed in, upon, over, along or across the real estate above described, and if such erection, building or construction does occur in violation of this prohibition, the CITY OF LUBBOCK shall have the right to remove said building or structure from the aforesaid real estate.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging perpetually unto the CITY OF LUBBOCK, its successors and assigns, for so long as the CITY OF LUBBOCK uses the same for the purposes herein granted.

WITNESS THE EXECUTION OF THIS INSTRUMENT this 3rd day of December, 2021.

Vernon Wayne Gee

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared Vernon Wayne Gee, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

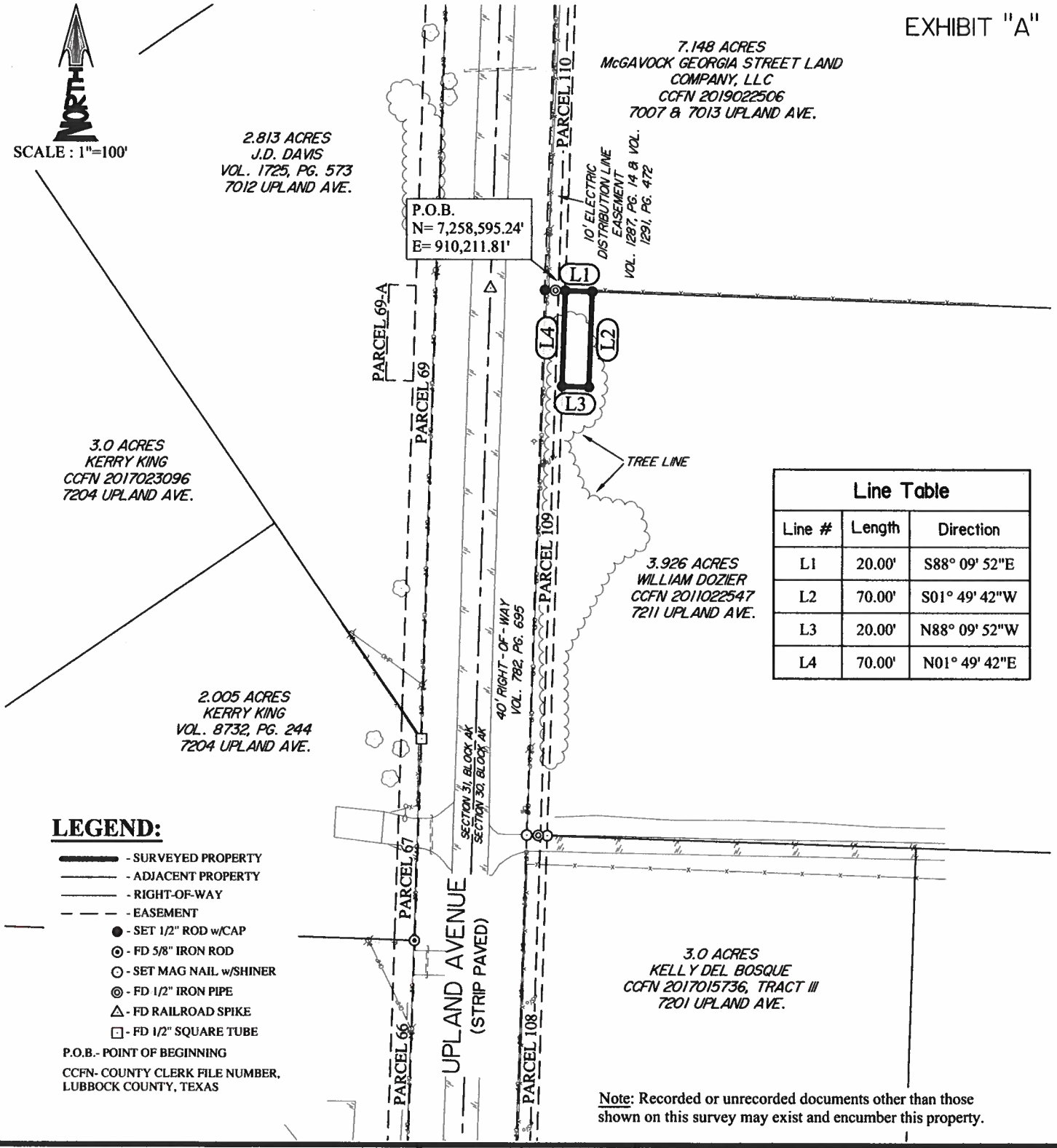
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of December, 2021.

Notary Public in and for the State of Texas

My Commission Expires: 09-08-2024

DAVID JAMES COX
Notary Public, State of Texas
Comm. Expires 09-08-2024
Notary ID 132663036

EXHIBIT "A"



Line Table		
Line #	Length	Direction
L1	20.00'	S88° 09' 52"E
L2	70.00'	S01° 49' 42"W
L3	20.00'	N88° 09' 52"W
L4	70.00'	N01° 49' 42"E

LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- ● - SET 1/2" ROD w/CAP
- ⊙ - FD 5/8" IRON ROD
- ○ - SET MAG NAIL w/SHINER
- ◎ - FD 1/2" IRON PIPE
- △ - FD RAILROAD SPIKE
- ⊡ - FD 1/2" SQUARE TUBE

P.O.B.- POINT OF BEGINNING

CCFN- COUNTY CLERK FILE NUMBER, LUBBOCK COUNTY, TEXAS

Note: Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET

Parcel 109-A - Permanent Easement
PERIMETER SURVEY OF A
0.032 ACRE PARCEL LOCATED IN
SECTION 30, BLOCK AK
LUBBOCK COUNTY, TEXAS

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

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

Surveyed on the ground.
June 10, 2020

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
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Combined Scale Factor: 1.0002485

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DESCRIPTION FOR PARCEL 109-A

METES AND BOUNDS DESCRIPTION of a 0.032 acre parcel located in Section 30, Block AK, Lubbock County, Texas, being a portion of 3.926 acres described in County Clerk File Number (CCFN) 2011022547, Official Property Records, Lubbock County, Texas (OPRLCT), being further described as follows:

BEGINNING at a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set (N=7,258,595.24', E=910,211.81') in the North line of said 3.926 acre tract and in the South line of a 7.148 acre tract described in CCFN 2019022506, OPRLCT, which bears S. 01°49'42" W. a distance of 1840.00 feet and S. 88°09'52" E. a distance of 55.00 feet from a railroad spike found at the Northwest corner of said Section 30, Block AK, for the Northwest corner of this parcel;

THENCE S. 88°09'52" E. along the common line of said 3.926 acre tract and said 7.148 acre tract a distance of 20.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set for the Northeast corner of this parcel;

THENCE S. 01°49'42" W. parallel with and 75.00 feet from the West line of said Section 30, Block AK, a distance of 70.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set, for the Southeast corner of this parcel;

THENCE N. 88°09'52" W. a distance of 20.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set, for the Southwest corner of this parcel;

THENCE N. 01°49'42" E. a distance of 70.00 feet to the Point of Beginning. Containing 0.032 acre (1400 sq. ft.) of land, more or less.

UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET

Parcel 109-A - Permanent Easement
PERIMETER SURVEY OF A
0.032 ACRE PARCEL LOCATED IN
SECTION 30, BLOCK AK
LUBBOCK COUNTY, TEXAS

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

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

Surveyed on the ground.
June 10, 2020

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
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1601 AVENUE N
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City of Lubbock, TX
Capital Project
January 11, 2022

Capital Project Number:	92510
Capital Project Name:	Upland Avenue 66th Street to 82nd Street

	Budget
Encumbered/Expended	
Staff Time	$ 29,829
Kimley Horn Contract No. 14034	1,180,000
Kimley Horn Amendment #1	1,373,400
TxDOT Construction Advandce Funding Agreement	948,931
TxDOT Design Advanced Funding Agreement	3,760
ROW Acqusition Parcels 69, 69A, 97, 98, 106	56,318
ROW Acqusition Parcel 70, 71, 108	59,040
ROW Acqusition Parcel 66	21,600
ROW Acqusition Parcel 76, 114, 120	20,712
ROW Acqusition Parcel 72	14,450
ROW Acqusition Parcel 73	3,750
ROW Acqusition Parcel 111	25,918
ROW Acqusition Parcel 112	13,099
ROW Acqusition Parcel 19	29,700
ROW Acqusition Parcel 107	20,190
ROW Acqusition Parcel 110	32,965
Agenda Item January 11, 2022	
ROW Acqusition Parcel 35	49,552
ROW Acqusition Parcel 53	24,725
ROW Acqusition Parcel 54	75,462
ROW Acqusition Parcel 55 & 55A	19,680
ROW Acqusition Parcel 109 & 109A	8,139
Encumbered/Expended to Date	4,011,220
Estimated Costs for Remaining Appropriation	
ROW Acquisition	324,700
Construction	2,024,391
Remaining Appropriation	-
Total Appropriation	$ 6,360,311

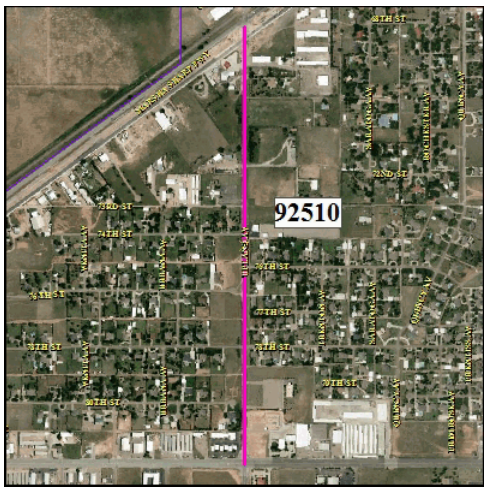
Project Name **Upland Avenue - 66th Street to 82nd Street** *Project Number* **92510**

Managing Department **Engineering**

Project Manager **Josh Kristinek**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

This roadway is designated in the 2018 Master Thoroughfare Plan to become a modified principal arterial. This roadway is currently two lane strip paved. Development and growth in this area has resulted in this roadway exceeding the current capacity of the two lane structure. The first year of this project will fund the Environmental Study and Engineering Schematics for the Upland Avenue Corridor between 66th Street and 114th Street. The proposed second year will fund the Right-of-Way acquisition ahead of the improvements between 66th Street and 82nd Street. The proposed third year will fund the Engineering Design and Construction of a 5-lane roadway section that will include pedestrian elements, drainage, street lighting, and ADA compliance between 66th Street and 82nd Street.

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

Project Justification

The City of Lubbock continues to strive to meet the transportation needs of the Citizens of Lubbock. The City must continue to anticipate the infrastructure needs for a growing population in order to provide a safe and efficient transportation system. Due to continued development in the area of Upland Avenue, this roadway has become congested and the road structure is requiring constant maintenance in order to safely serve the traveling public. The current construction of the Marsha Sharp Freeway and Upland Avenue intersection by the Texas Department of Transportation will only increase the need for these proposed improvements.

This project has MPO participation.

Project History

$2,470,000 was appropriated in the FY 2017-18 Budget, Ord. No. 2017-O0111, October 1, 2017.
$448,687 was appropriated in the FY 2018-19 Budget, Ord. No. 2018-O0109, October 1, 2018.
$3.6 million was appropriated in the FY 2019-20 Budget, Ord. No. 2019-O0129, October 1, 2019.
$841,624 was appropriated in FY 2019-20 Budget Amendment No. 2, Ord. No. 2019-O0146, October 22,2019.
Reduced appropriation by $1,000,000 in FY 2019-20, Budget Amendment No. 22, Ord. No. 2020-O0059, May 12, 2020.

		Unappropriated Planning Years						
Appropriation Detail	Appropriation to Date	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Project Amount
Land Acquisition	448,687	0	0	0	0	0	0	448,687
Construction	3,441,624	0	0	0	0	0	0	3,441,624
Design and Engineering	1,700,000	0	0	0	0	0	0	1,700,000
Right of Way Acquisition	770,000	0	0	0	0	0	0	770,000
Total Project Appropriation	6,360,311	0	0	0	0	0	0	6,360,311

Funding Detail	Funding to Date	FY 2021-22	Unappropriated Planning Years FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Funding
FY 2010 Gateway Streets Revenue CO's	448,687	0	0	0	0	0	0	448,687
FY 2018 Gateway Streets CO's	2,470,000	0	0	0	0	0	0	2,470,000
FY 2020 Gateway Streets Revenue CO's	2,600,000	0	0	0	0	0	0	2,600,000
FY 2022 Gateway Streets Revenue CO's	0	0	0	0	0	0	0	0
TxDOT Participation	841,624	0	0	0	0	0	0	841,624
Total Funding Sources	6,360,311	0	0	0	0	0	0	6,360,311

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

AI# 10357
Regular City Council Meeting
01/11/2022:

7. 12.

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a Cash Farm Lease Agreement, Contract 16351, with Patrick Middlebrook, to farm a 375-acre tract out of the south half of Section 1, Block P, Lubbock County, Texas.

Item Summary

The Cash Farm Lease Agreement allows Patrick Middlebrook to farm approximately 375 acres of dry-land farm land, out of the south half of Section 1, Block P, adjacent to the West Texas Region Disposal Facility, which is owned by the City.

Patrick Middlebrook has agreed to pay the City $25 an acre for a 2-year lease for a total of $9,375 per year, for the term of the lease, which expires December 31, 2023. The first year payment of $9,375 is due after approval from the City Council. The City will benefit from having the land in agricultural use, which minimizes soil erosion and the growth of weeds. Productive use of the land will also help control the prairie dog population and illegal dumping.

Fiscal Impact

Revenue of $9,375 to the General Fund

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution - Cash Farm Lease Agreement - Patrick Middlebrook
Cash Farm Lease Agreement - Contract 16351 - Middlebrook
Exhibit A - Map Cash Farm Lease - Middlebrook

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Cash Farm Lease Agreement by and between the City of Lubbock and Patrick Middlebrook, of Shallowater, Texas, and related documents. Said Lease Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

_____
Belen Gomez, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

RES.Cash Farm Lease Agrmt-Patrick Middlebrook
12.22.21

Contract #16351

CASH FARM LEASE AGREEMENT

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Cash Farm Lease Agreement ("Lease") is entered into this _____ day of _____, 2022, by and between the **CITY OF LUBBOCK,** a Home Rule Municipal Corporation, in Lubbock County, Texas, hereinafter called "Lessor", and **PATRICK MIDDLEBROOK**, hereinafter called "Lessee."

1. **Term/Property.** The term of this Lease shall commence on the date of execution hereof, and Lease shall expire on December 31, 2023, unless terminated earlier as provided in this Lease. The following lands and premises located in Lubbock County, Texas are made subject to this Lease:

375 acre tract out of Section 1, Block P, Lubbock County, Texas and more specifically described in Exhibit "A" attached hereto.

2. **Rent.** Upon final execution of this Lease, Lessee will pay rent to Lessor an amount equal to TWENTY-FIVE NO/100 DOLLARS ($25.00) per acre (dryland), in a form acceptable to Lessor. The parties agree that the amount due at the inception of this Lease shall be NINE THOUSAND AND THREE HUNDRED AND SEVENTY-FIVE AND NO/100 DOLLARS ($9,375.00) for the first year of the Lease. Thereafter, the parties agree that NINE THOUSAND AND THREE HUNDRED AND SEVENTY-FIVE AND NO/100 DOLLARS ($9,375.00) shall be due on or before December 31, 2022, for the second year of the Lease All monies due, including rent, shall be payable to **The City of Lubbock** and mailed to:

Attn: Belen Gomez, Right-of-Way Agent
City of Lubbock
P.O. Box 2000
Lubbock, TX 79457

3. **Covenants by Lessee.** Lessee agrees and covenants as follows:

(a) To prepare, plant, and cultivate all tillable land in a farmer-like manner in due time and season; to keep down all noxious weeds and grasses and prevent their seeding and spreading with the same precaution that any prudent farmer would exercise in the care of his own field.

(b) As the crops are gathered from any of the Leased land during the term of this Lease, Lessee will surrender possession of such portions thereof, so that Lessor or any future tenant may enter upon the land and prepare it for cultivation for the following year.

(c) No crops which would not ordinarily be harvested before the termination of this Lease shall be planted without the consent of the Lessor in writing signed by the City Manager of Lubbock, Texas, or her designee, and any crops growing on said property in violation of this provision shall revert to Lessor as its property, together with any plowing or other work done by Lessee without the written consent of Lessor.

(d) Lessee agrees and covenants to keep all fences, windmills, buildings, wells, and other improvements if applicable in as good condition as they were at the time he received possession of the property, usual wear and tear, injury or damage by fire not the result of the negligence of Lessee or his agents, and acts of God excepted. If the buildings, as applicable, are destroyed or so damaged that they cannot be repaired except by substantially rebuilding them, Lessee shall be under no obligation to rebuild or repair the buildings. No alterations in buildings or improvements if applicable shall be made without the written consent of Lessor, it being agreed that any improvements placed upon the property shall become the property of the Lessor and shall not be removed by Lessee.

(e) At the end of the Lease term, or as otherwise provided herein, Lessee agrees to give peaceable possession of the Leased premises to Lessor.

(f) It is agreed and understood that should Lessor enter upon said premises and make any improvements, the Lessee shall be entitled to such reasonable amount of compensation for damages suffered directly by him that resulted from such action by the Lessor.

(g) Lessee will not allow the dumping of trash, debris, junk, oil, gas, chemicals or any foreign substance on the property.

(h) Lessee shall comply with all federal, state and local laws and regulations, including but not limited to, all Texas Commission on Environmental Quality (TCEQ) regulations concerning irrigation, fertilizer and chemical use.

4. **Covenants by Lessor and Lessee.** Lessor and Lessee agree and covenant as follows:

(a) In case of sale of said premises during the occupancy of Lessee hereunder and if the purchaser desires possession, or in the event Lessor requires possession or use of the premises for any purpose, Lessee agrees to surrender the same at once. In such a case, payment for crop damages shall be made to Lessee by Lessor after the crop harvest, for the crop acreage damaged or rendered unusable. Crop damages will be determined on a pro-rata basis by the Lessor, based on the amount of crops harvested on the undamaged balance of the tract and the average price per pound, or bushel, as the case may be, received by Lessee from a bona fide purchaser, no later than December 31 of the year the damage is incurred or the portion of land rendered unusable, for such balance of the crops harvested.

(b) If the land covered by the contract be occupied by anyone other than Lessee at the time that he is taking possession, and the occupant refuses to deliver possession, then Lessor will use diligence to obtain possession as soon as it can be done, but if Lessor is delayed or defeated in gaining possession, Lessor shall not be liable to Lessee for any damages occasioned by Lessor's delay or failure to gain possession.

(c) This Lease is made subject to all existing easements and all rights under mineral deeds and Leases heretofore granted or assigned and recorded in the records of Lubbock County and subject to the right of Lessor to develop and explore for oil, gas or other minerals on said Land.

(d) At any time after thirty (30) days written notice to Lessee, Lessor may enter upon the property, or any part thereof and may repossess the same and expel the said Lessee, and those claiming under him and remove his effects, without being taken or deemed guilty of any manner of trespass; provided that Lessee shall be entitled to a reasonable amount of compensation of expenses incurred by him for the production of crops prior to the date of delivery of said written notice by Lessor.

5. **Default.** In the event Lessee or Lessee's agents violate any covenant in this Lease or any applicable federal, state, or local laws; or if Lessee abandons the property, in the sole determination of Lessor, then Lessor's representative may give Lessee a written notice of default; Lessee shall then be entitled to twenty (20) days in which to cure the default. In the event Lessee fails to cure the default then Lessor shall have the option to immediately terminate this Lease and Lessee shall have no further right to the property, or proceeds or crops therefrom. In the event Lessor shall waive any default in any covenant contained in this Lease, such waiver shall not be deemed to be a waiver of any other default.

6. **Termination.** Lessor may terminate this Lease, for any reason or convenience, upon thirty (30) days written notice to Lessee. In the event this Lease is so terminated, Lessor may enter upon the property, or any part thereof and may repossess the same and expel the said Lessee, and those claiming under him and remove his effects, without being taken or deemed guilty of any manner of trespass; provided that Lessee shall be entitled to a reasonable amount of compensation of expenses incurred by him for the production of crops prior to the date of delivery of said written notice by Lessor.

7. **Notice of Pending**. If the need arises for the Lessor to use the Leased land for any public purpose, Lessor shall give the Lessee written notice to vacate the Leased land and Lessee shall have nine (9) months to cease its operations and leave the Leased land. In such a case, Lessor shall not be liable to Lessee for any crop damage.

8. **No Arbitration Clause**. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek juridical remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

9. **Notice.** All notices to be given under this agreement shall be given by certified mail or registered mail, addressed to the proper party, at the following addresses:

LESSOR:
City of Lubbock
Attn: Right-of-Way Agent
P.O. Box 2000
Lubbock, Texas 79457

LESSEE:
Patrick Middlebrook
P.O. Box 581
Shallowater, Texas 79363

10. **Time of the Essence.** The parties hereto agree that TIME IS OF THE ESSENCE with respect to the performance of all terms, conditions, obligations, and covenants of this Lease agreement.

11. **Insurance.** Farm/Ranch Owners' Liability Insurance. Lessee shall have Farm/Ranch Owners' Liability Insurance with limits of $500,000 combined single limit in the aggregate and per occurrence. The Lessor shall be named as an additional insured in such policy.

12. **Lessee Warranties.** Lessee warrants that it is in compliance and will remain in compliance with the following State law during the term of the Lease:

(a) The Lessee warrants that it complies with Chapter 2270, Subtitle F, Title 10 of the Texas Government Code by verifying that:
1. The Lessee does not boycott Israel; and
2. The Lessee will not boycott Israel during the term of the Lease.

(b) Texas Senate Bill 252 prohibits the Lessor from entering into a contract with a Lessee that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization.

LESSEE:

By: _____
Patrick Middlebrook
P.O. Box 581
Shallowater, Texas 79363

LESSOR:

By: _____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

L. Wood Franklin, P.E., Division Director of Public Works

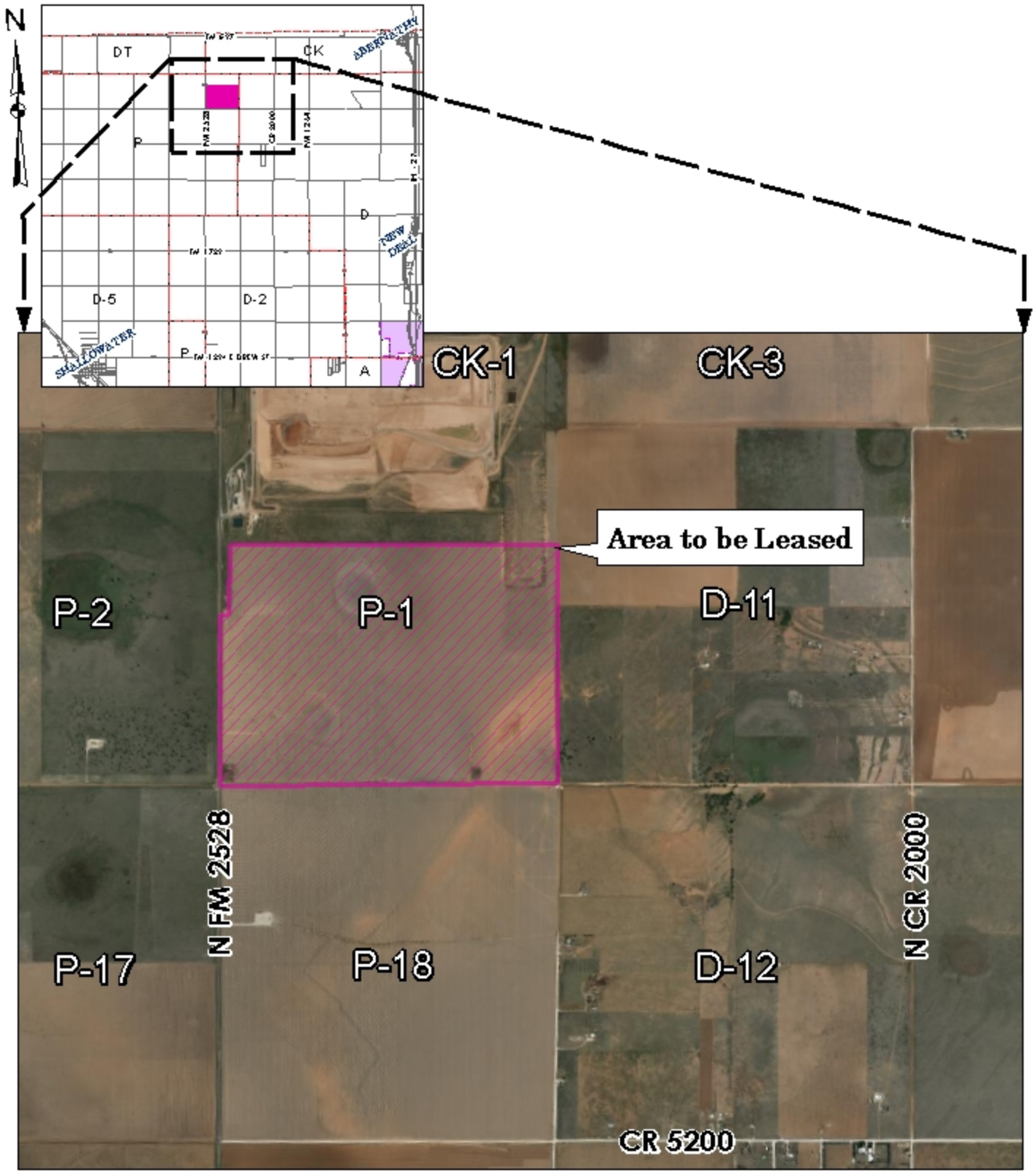
Belen Gomez, Right-of-Way Agent

APPROVED AS TO FORM:

Ryan Brooke, Assistant City Attorney

Cash Farm Lease Agrmt-Patrick Middlebrook
12.22.21

Exhibit A
Proposed Farm Lease in a Portion of Section 1, Block P Containing 375 Acres



0 1000 2000 3000 4000 Feet

Digital Orthophotography - May 2019

City of Lubbock TEXAS

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

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Contract 15754, with Parkhill, for providing final design and bid phase services for the Southeast Water Reclamation Plant, Plant 4 Secondary Clarifier Rehabilitation Project.

Item Summary

The Southeast Water Reclamation Plant (SEWRP) Plant 4 Secondary Clarifier Rehabilitation Project will provide for the replacement of the aging secondary clarifier infrastructure and equipment at the SEWRP.

On February 22, 2021, Parkhill, Inc. was awarded Contract 15754, for the preliminary design of the SEWRP Plant 4 Secondary Clarifier Rehabilitation project. Amendment No. 1 will authorize the Engineer to perform final design and bid phase services. It will increase the base contract by $49,500 and provide a contract extension of 365 days to complete the services.

Fiscal Impact

This contract in the amount of $49,500, is funded in Capital Improvements Project 92699, SEWRP Plant #4 Secondary Clarifier Rehabilitation.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution
Amendment No.1
Original Contract
Location Map
Budget Detail
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to Professional Services Agreement No. 15754 for engineering services for a secondary clarifier rehabilitation project at the Southeast Water Reclamation Plant, Plant 4, by and between the City of Lubbock and Parkhill and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.Amend 1 Contract No. 15754 Parkhill Clarifier Rehab, Plant 4
12.16.21

Amendment 1
To Agreement Between
The City of Lubbock, TX
And
Parkhill

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT Contract No. 15754 dated and entered into the 22nd day of April, 2021 by and between the City of Lubbock ("City") and Parkhill ("Engineer"), a Texas Corporation, for the provision of engineering services related to a secondary clarifier rehabilitation project at the Southeast Water Reclamation Plant, Plant 4 ("Project").

WITNESSETH:

WHEREAS, the now City desires to increase the scope of the work to be performed by Engineer on the Project. The new scope shall include final design and bid phase services of the Project as set forth in Exhibit A, attached to and incorporated herein. Additional services shall be for an amount not to exceed forty-nine thousand five hundred and NO/100 ($49,500.00). Further, the City grants the Engineer an additional three hundred sixty-five (365) days to the term of the Agreement in order to complete the aforementioned additional services.

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

NOW, THEREFORE, the City and Engineer agree to the terms of this FIRST AMENDMENT:

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

CITY OF LUBBOCK

_____
Daniel M. Pope, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

PARKHILL

By:
Brian Stephens, P.E., Principal

PROFESSIONAL ENGINEERING SERVICES

SCOPE: The City of Lubbock requires design for new mechanisms for two 110-ft diameter clarifiers at Plant 4 of the Southeast Water Reclamation Plant (SEWRP). The existing clarifiers are Walker Process Unimix design and were installed with the original Plant 4 improvements in 1992. Parkhill will design and bidding services for this project. Parkhill will not perform any process analysis of Plant 4 in connection with this project but can be negotiated for future consideration. Parkhill will prepare EOPC, plans and specifications before bidding phase services.

Proposed Total Clarifier Evaluation Fee of $49,500

DES-2: Engineering Design Services.....($41,500)

- Review of existing information including existing drawings and submittals
- Prepare technical specifications for new clarifier equipment
- Prepare plans for new clarifier equipment
- Discuss staging and phasing of the two clarifiers with staff and make recommendations
- Present plans and specs to staff and discuss
- Make corrections provided my COL staff
- Finalize plans and specs
- QA/QC
- Deliver final plans to staff
- Prepare final OPC for project

BID-3: Bidding Phase Services.....($8,000)

- Assemble advertisement and coordinate with purchasing for bidding of project
- Issue addendums as required
- Attend Pre-Bid Meeting
- Attend Bid Opening
- Prepare Bid Tabulation and recommendation of award letter

Parkhill

Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: August 15, 2021

Prepared By: Daniel Albus
Principal: Brian Stephens
Project Manager: Daniel Albus

Project Name: SEWRP Plant 4 Clarifier Improvements
Project Number: TBD
Task/Discipline: DES/BID
Projected Start Date: September 30, 2021

Fee (Revenue) Type: Hourly Rate w/Max
Markup on Direct Expenses: 15.00%

Fee Costs Summary (Profit and Markup Included in Total Fee)		**Fee Summary** (OH and Profit in Labor, Markup included in Directs and Reimbursables)	
Labor Cost:	$49,500		
Direct Consultants:		Labor:	$49,500
Direct Expenses:		Directs:	
Reimburable Consultants:		Subtotal:	$49,500
Reimbursable Expenses:		Reimburables:	
Total Fee:	**$49,500**	**Total Fee:**	**$49,500**

Labor Costs **Project:** SEWRP Plant 4 Clarifier Improvements **Project Number:** TBD **Task/Discipline:** DES/BID **Current Fee:** $49,500

			1	2	3	4	5	6	7	8	
		Category	CivilEngineers	CivilEngineers	ElectricalEngineers	ElectricalEngineers	CivilEngineers	SupportEmployees			
		Staff Title - Level	Sector Director Civil-PL7	Team Leader Civil-PL6	Team Leader Elec-PL6	Electrical Project Manager-PL5	Civil Project Engineer-PL4	Support Staff-SS3			
		Hourly/Billing Rate	$295.00	$247.00	$257.00	$227.00	$190.00	$90.00			
		Resource (Employee) Name (Blank if not known)	BMS	DWA	MT	ST	TL	CS/FE			
Task/Discipline	Subtask/Phase	Trips	Hours	Hours	Hours	Hours	Hours	Hours		Hours	Total
Engineering Design Services											
	Review of existing information		1	1	1	4	4				11
	Prepare Technical Specifications			8		4	2	10			24
	Prepare plans for new equipment			12		10	16				38
	Discuss and plan staging/phasing			4			16	8			28
	Review with staff		1	4							5
	Make corrections			8		8	16	8			40
	Finalize plans and specs			8							8
	QA/QC		4		4	8	16	8			40
	Deliver final plans and specs		1	2			2				5
Bidding Phase Services											
	Assemble advertisement			2				4			6
	Issue addendums		2	4		2	4	4			16
	Attend Pre-Bid			4							4
	Attend Bid opening		2	4							6
	Prepare bid tab and recommendation			8		2	2	8			20
Labor Subtotals	Hours Trip Count		11	69	5	38	78	50			251
	Salary		$3,245	$17,043	$1,285	$8,626	$14,820	$4,481			$49,500

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 15754 is entered into this 22 day of February 2021, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Parkhill Smith and Cooper, Inc., (the" Engineer"), a Texas corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for Secondary Clarifier Rehabilitation Project at Southeast Water Reclamation Plant, Plant 4, (the "Activities"); and

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

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

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

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term of 365 days. If the Engineer determines that additional time is required to complete the Services, the City Engineer, may, but is not obligated to, in his or her discretion, execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of the consideration must be approved by the City acting through its governing body.

ARTICLE II. SERVICES AND COMPENSATION

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

B. The Engineer shall receive as consideration to be paid for the performance of the Services, in an amount not to exceed $49,593, as set forth in Exhibit "B".

ARTICLE III. TERMINATION

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

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

ARTICLE IV. NON - ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

ARTICLE VI. SCOPE OF WORK

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

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE VIII. INSURANCE

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

Commercial General Liability:

Per Occurrence Single Limit: $1,000,000

General Aggregate Limit: $2,000,000

Professional Liability:

Combined Single Limit: $2,000,000

Automobile Liability:

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

Employer's Liability:

Per Occurrence Single Limit: $1,000,000

Worker's Compensation

Per Occurrence Single Limit: $500,000

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

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

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

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

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

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

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

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

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

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XIII. NOTICE

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

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

Parkhill, Smith and Cooper, Inc.

Brian Stephens, P.E. Principal
4222 85th Street
Lubbock, Texas 79423
Email: bstephens@team-psc.com
Telephone: 806.473.3504
Facsimile: 806.473.3500

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

Josh Kristinek, P.E.
City of Lubbock
P.O. Box 2000
1314 Avenue K
Lubbock, Texas 79401
Telephone: (806) 775-3397

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

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

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

ARTICLE XV. MISCELLANEOUS

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

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

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

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

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

F. Construction and Venue.

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

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

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

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

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

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

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

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

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

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

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

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

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

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

Marta Alvarez, Director of Purchasing and
Contract Management

APPROVED AS TO CONTENT:

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

Josh Kristinek, P.E., Assistant City Engineer
Capital Projects and Design

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Firm

Parkhill, Smith and Cooper, Inc.

By: _____
Brian Stephens, P.E., Principal

PROFESSIONAL ENGINEERING SERVICES

SCOPE: The City of Lubbock requires an evaluation of two 110-ft diameter clarifiers at Plant 4 of the Southeast Water Reclamation Plant (SEWRP). The existing clarifiers are Walker Process Unimix design and were installed with the original Plant 4 improvements in 1992. PSC will provide engineering services related to an assessment of the clarifiers including: survey, mechanical, electrical and structural. PSC will not perform any process analysis of Plant 4 in connection with this project but can be negotiated for future consideration. PSC will obtain equipment replacement costs and prepare EOPC for consideration. The evaluation will establish work necessary to allow the clarifiers to function for proposed equipment design life.

Proposed Total Clarifier Evaluation Fee of $49,593

CAE-1: Condition Assessment Evaluation.....($49,593)

- Perform project management tasks including monthly progress reports, progress schedule, QA/QC and invoicing.
- Review of existing information including existing drawings and submittals
- Site visit to evaluate existing clarifiers (2 Trips, can only drain and clean one at a time)
    - Survey: Perform 3D survey to confirm grout slope of floor, weir/baffle/launder diameters, side water and total depths, and other items necessary for evaluation and equipment replacement.
    - Structural Evaluation: Perform structural evaluation of the drained clarifiers. Examine walls, grout floor and launders for deterioration. Evaluate center column anchorage for reuse and/or replacement.
    - Civil Evaluation: Perform evaluation of the mechanical clarification equipment. Examine existing bridge and walkway and determine if any equipment is reusable. Determine need for expanded diameter flocculation well without mixing.
- Site visit to evaluate existing clarifiers (1 Trip, Evaluation performed without draining)
    - Electrical Evaluation: Perform electrical evaluation of Plant 4 clarifiers. Examine existing MCC and control cabinets. Determine modifications necessary for new equipment. Evaluate conduit and wiring as possible for an equipment replacement.
- Report finding of discipline specific evaluation of the clarifiers.
- Develop options for replacement of mechanical clarification equipment. Prepare EOPC. Include any structural or electrical repairs or modifications for options developed.
- Review and discuss options with City Staff and assist in selecting option for FY 2021 construction costs.
- Incorporate staff comments
- Finalize evaluation for City budget cycle

EXHIBIT "A"

Parkhill

Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: January 12, 2021

Prepared By: Daniel Albus
Principal: Brian Stephens
Project Manager: Daniel Albus

Project Name: SEWRP Plant 4 Clarifier Improvements
Project Number: TBD
Task/Discipline: CAE-1
Projected Start Date: February 1, 2021

Fee (Revenue) Type: Hourly Rate w/Max
Markup on Direct Expenses: 15.00%

Fee Costs Summary (Profit and Markup Included in Total Fee)		**Fee Summary** (OH and Profit in Labor, Markup included in Directs and Reimbursables)	
Labor Cost:	$49,593		
Direct Consultants:		Labor:	$49,593
Direct Expenses:		Directs:	
Reimburable Consultants:		Subtotal:	$49,593
Reimbursable Expenses:		Reimburables:	
Total Fee:	**$49,593**	**Total Fee:**	**$49,593**

EXHIBIT "B"

Labor Costs **Project:** SEWRP Plant 4 Clarifier Improvements **Project Number:** TBD **Task/Discipline:** CAE-1 **Current Fee:** $49,593

			1	2	3	4	5	6	7	8	
		Category	CivilEngineers	CivilEngineers	ElectricalEngineers	ElectricalEngineers	Surveyors	Surveyors	CivilEngineers	StructuralEngineers	
		Staff Title - Level	Sector Director Civil-PL7	Team Leader Civil-PL6	Team Leader Elec-PL6	Electrical Project Manager-PL5	Team Leader Surv-PL7	Surveyor-PL3	Civil Project Engineer-PL4	Team Leader Struc-PL6	
		Hourly/Billing Rate	$295.00	$247.00	$257.00	$227.00	$200.00	$110.00	$190.00	$236.00	
		Resource (Employee) Name (Blank if not known)	BMS	DWA	MT	ST	SW	CS/FE	TL	RH	
Task/Discipline	**Subtask/Phase**	**Trips**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Total**
Project management: progess reports, schedule and QA/QC				4							4
Review existing information including drawings, submittals and specifications			1	4	1	4				2	12
Site visit to evaluate clarifiers		2		8						16	24
Site visit to evaluate clarifiers (electrical)		1				16					16
3D survey of clarifiers		2					15	40	10		65
Report finding of discipline specific evaluation			1	21	4	12	2		16	8	64
Develop options for replacement of clarifiers			1	8							9
EOPC of options			1	8							9
Structural and electrical improvement options					1	4				4	9
Review and discuss with City Staff			4	4							8
Finalize evaluation for inclusion with City Budget			1	4					12		17
Labor Subtotals	Hours Trip Count	5	9	61	6	36	17	40	38	30	237
	Salary		$2,655	$15,124	$1,542	$8,172	$3,400	$4,400	$7,220	$7,080	$49,593

EXHIBIT "B"



As required by SECTION 1. Chapter 2051, SUBCHAPTER D. GEOSPATIAL DATA PRODUCTS of the Government Code, the City of Lubbock hereby provides notice that the data on this map was created by the City of Lubbock. Any data that appears to represent property boundaries is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Southeast Water Reclamation Plant, Plant 4 Secondary Clarifier Rehabilitation Project

N

City of Lubbock TEXAS

City of Lubbock
Capital Project
Project Cost Detail
January 11, 2022

Capital Project Number:	92699
Capital Project Name:	SEWRP Plant #4 Secondary Clarifier Rehabilitaion

Encumbered/Expended	**Budget**
Staff Time	352
Professional Services Contract 15754 with Parkhill for Clarifier Design	49,935
Agenda Item January 11th, 2022	
Amendment 1 to Contract 15754	49,500
Encumbered/Expended To Date	99,787
Estimated Cost for Remainaing Appropriation	
SEWRP Clarifier Improvements	800,213
Remaining Appropriation	800,213
Total Appropriation	$ 900,000

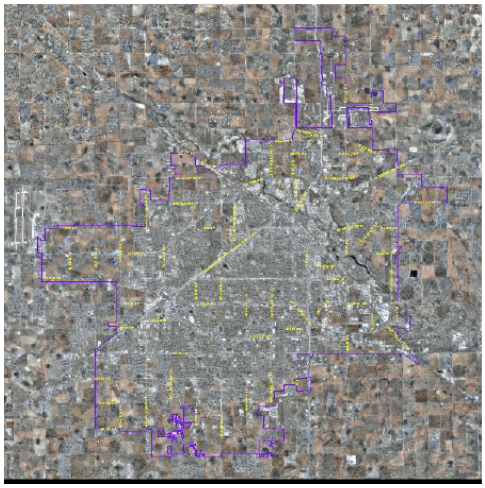
Project Name **SEWRP Plant # 4 Secondary Clarifier Rehabilitation** *Project Number* **92699**

Managing Department **Wastewater Treatment**

Project Manager **Mary Gonzales**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope

Contract with Parkhill, 2/21/21, $49,593, 365 days, end 2/22/22. This project consist of evaluation, design, and installation of new secondary clarifier arm mechanisms for two secondary clarifiers on Plant #4 at the Southeast Water Reclamation Plant (SEWRP).

Start Date:
Bid Date - Design:
Award Date for Bid - Design:2/22/2021
Project Start Date - Design:5/1/2021
Project End Date - Design:2/21/2022
Bid Date - Construction:10/1/2021
Award Date for Bid - Construction:11/1/2021
Project Start Date - Construction:12/2/2021
Project End Date - Construction:12/1/2022

Project Justification

The current two clarifiers arm mechanisms at the Southeast Water Reclamation Plant (SEWRP) are over 25 years old. The equipment operates in a corrosive environment. Efficient and effective operation of these clarifiers are critical in order for the City to maintain Texas Commission on Environmental Quality (TCEQ) wastewater discharge permit requirements associated with the SEWRP.

Project History

$900,000 was appropriated in the FY 2020-21 Budget, Ord. No. 2020-O0123, October 1, 2020.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Project Amount
Construction	850,000	0	0	0	0	0	0	850,000
Design and Engineering	50,000	0	0	0	0	0	0	50,000
Total Project Appropriation	900,000	0	0	0	0	0	0	900,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Funding
FY 2021 Water/Wastewater Cash	900,000	0	0	0	0	0	0	900,000
Total Funding Sources	900,000	0	0	0	0	0	0	900,000

AI# 10373
Regular City Council Meeting
01/11/2022:

7. 14.

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Contract 16211, with West Texas Paving, Inc., for the Unpaved Roads Improvements Project, Phase 4.

Item Summary

This project will improve various dirt roads with asphalt pavement. Main components of the project will include construction of approximately 9,000 linear feet of curb and gutter and 20,000 square yards of asphalt. Roads selected for improvements include East Marlboro Street from North Magnolia Avenue to North Ivory Avenue, 6th and 8th Streets from Hall Avenue to Inler Avenue, Hall Avenue from 8th Street to 4th Street, North King Avenue from East Marlboro Street to East Newcomb Street, East 76th Street from Cedar Avenue to Ash Avenue, and Grinnell Avenue from Interstate 27 to North Avenue Q. These projects are being funded through the Certificate of Obligation bonds approved by the City Council in 2021.

In response to ITB-22-16211-TF, proposals were received and opened on December 14, 2021, and they were as follows:

Contractor	Amount
West Texas Paving, Inc., Wolfforth, Texas	$1,297,081
Lone Star Dirt & Paving, Ltd., Lubbock, Texas	$1,545,606

Staff recommends award to the lowest bidder, West Texas Paving Inc., of Wolfforth, Texas, for the contract amount of $1,297,081. Time for substantial completion is 270 calendar days with liquidated damages of $300 per day. This contract is awarded by the unit price and actual expenditures may be more or less depending on field conditions.

Fiscal Impact

This contract for $1,297,081, is funded in Capital Improvements Project 92712, Transportation Improvements/Unpaved Roads.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution
Construction Contract
Location Exhibit
CIP Spreadsheet

CIP Detail
Project Summary Sheet

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 16211 for Unpaved Roads Improvements, Phase 4, by and between the City of Lubbock and West Texas Paving, Inc., of Wolfforth, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

vw:ccdocs/RES.Contract-West Texas Paving, Inc.
December 20, 2021

BID SUBMITTAL FORM
BID CONTRACT

DATE: December 6, 2021

PROJECT NUMBER: **ITB 22-16211-TF, Unpaved Roads Improvements Phase 4**

Bid of West Texas Paving, Inc. (hereinafter called Bidder)

To the Honorable Mayor and City Council City of Lubbock, Texas (hereinafter called Owner)

Ladies and Gentlemen:

The Bidder, in compliance with your Invitation to Bid for the construction of the referenced project, having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated.

The bidder binds himself on acceptance of his bid to execute a contract and any required bonds, according to the accompanying forms, for performing and completing the said work within the time stated and for the prices stated.

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project within **270 Consecutive Calendar Days** as stipulated in the specification and other contract documents with **final completion** within **300 Consecutive Calendar Days** as stipulated in the specification and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages in the sum of **$300** for each consecutive calendar day after substantial completion set forth herein above for completion of this project and liquidated damages in the sum of **$200** for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

Bidder understands and agrees that this bid submittal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Bidders.

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

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

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

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

City of Lubbock, TX
Public Works
ITB 22-16211-TF
Unpaved Roads Improvements Phase 4

West Texas Paving, Inc. of Wolfforth, TX

Item	Description	QTY (+/-)	UoM	Unit Cost	Extended Cost
#0-1	Mobilization	1	LS	$ 65,000.00	65,000.00
#0-2	SWPPP	1	LS	11,000.00	11,000.00
#0-3	Preparing of Right-A-Way	62	STA	2,000.00	124,000.00
#0-4	Asphalt Removal	324	SY	30.00	9,720.00
#0-5	Concrete Removal	479	SY	40.00	19,160.00
#0-6	24" COL Type A Curb and Gutter	8,716	LF	18.00	156,888.00
#0-7	24" COL Type B Curb and Gutter	220	LF	18.00	3,960.00
#0-8	2" HMAC COL Type C	19,608	SY	36.00	705,888.00
#0-9	6" Concrete Valley Gutter and Fillet	444	SY	105.00	46,620.00
#0-10	6" Concrete Alley Returns and Driveways	1,189	SY	105.00	124,845.00
#0-11	ADA Ramps	11	EA	2,000.00	22,000.00
#0-12	Manhole and Valve Box Adjustments	4	EA	2,000.00	8,000.00

Total: $ 1,297,081.00

Enclosed with this bid is a Cashier's Check or Certified Check for _____ **Dollars ($**_____**) or a Bid Bond in the sum of** 5% GAB **Dollars ($**_____**), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the bid is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within 10 business days after the date of receipt of written notification of acceptance of said bid; otherwise, said check or bond shall be returned to the undersigned upon demand.**

Bidder understands and agrees that the contract to be executed by Bidder shall be bound and include all contract documents made available to him for his inspection in accordance with the Notice to Bidders.

Pursuant to Texas Local Government Code 252.043(g), a competitive sealed bid that has been opened may not be changed for the purpose of correcting an error in the bid price. THEREFORE, ANY CORRECTIONS TO THE BID PRICE MUST BE MADE ON THE BID SUBMITTAL FORM PRIOR TO BID OPENING.

Date: December 6, 2021

Darrell Jarnagin

Authorized Signature

Darrell Jarnagin

(Printed or Typed Name)

West Texas Paving, Inc.

Company

10104 Alcove Ave

Address

Wolfforth, Lubbock

City, County

TX, 79382

State Zip Code

Telephone: 806 - 833-2882

Fax: 806 - 833-2884

FEDERAL TAX ID or SOCIAL SECURITY No.

75-2028682

EMAIL: marshal@wtxpaving.com

(Seal if Bidder is a Corporation)

ATTEST:

Murleen Jarnagin

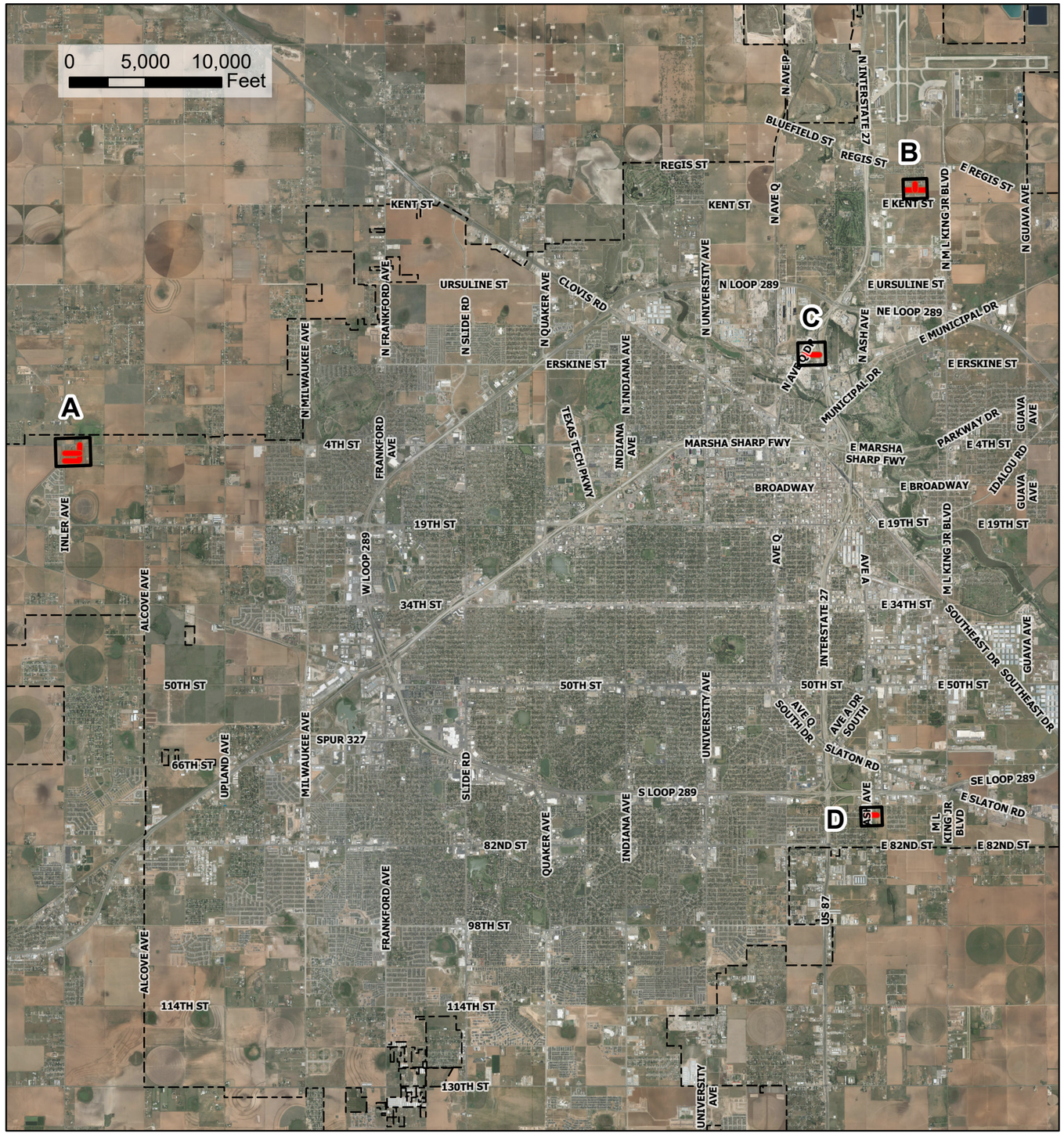
Secretary

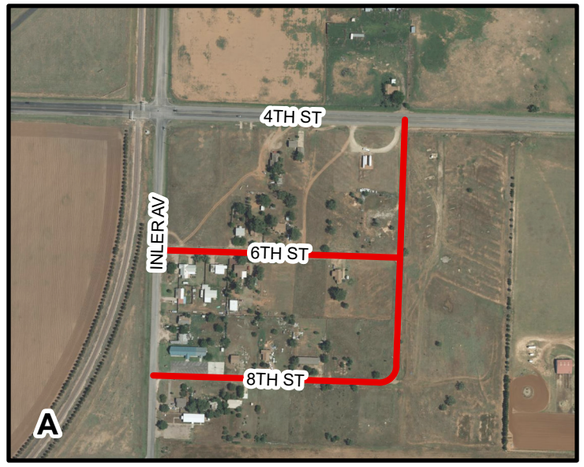
Bidder acknowledges receipt of the following addenda:

Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____

M/WBE Firm:

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











N

Lubbock City Limits

Unpaved Roads Improvements Phase 3

As required by SECTION 1. Chapter 2051, SUBCHAPTER D. GEOSPATIAL DATA PRODUCTS of the Government Code, the City of Lubbock hereby provides notice that the data on this map was created by the City of Lubbock. Any data that appears to represent property boundaries is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Unpaved Road Improvements, Phase 4

City of Lubbock TEXAS

City of Lubbock
Capital Project
Project Cost Detail
January 11, 2022

Capital Project Number:	92712
Capital Project Name:	Transportation Improvements/Unpaved Roads

Encumbered/Expended	**Budget**
	-
	-
Agenda Item January 11, 2022	
Construction Contract 16211, West Texas Paving, Inc.,	1,297,081
Encumbered/Expended To Date	1,297,081
Estimated Cost for Remaining Appropriation	
Unimproved Roadway Construction and Design	7,702,919
Remaining Appropriation	7,702,919
Total Appropriation	$ 9,000,000

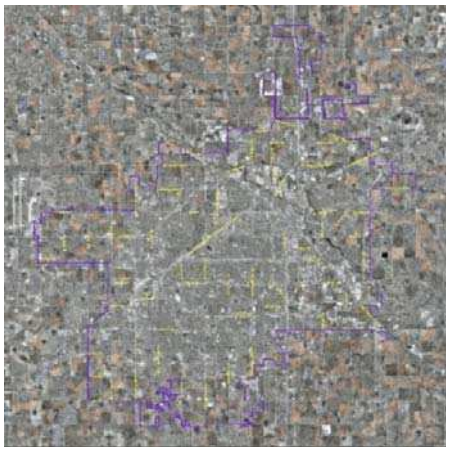
Project Name **Transportation Improvements/Unpaved Roads** *Project Number* **92712**

Managing Department **Unpaved Streets**

Project Manager **Josh Kristinek**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope

This project will fund the paving and improvement of existing local residential and collector gravel roads in existing subdivisions where the roads were never improved by the developer. This project will fund the design and construction of various inadequate transportation elements within these areas of the City including unimproved roadway surfaces, unsafe roadway widths, drainage improvements, street lighting, and ADA compliance.

Project Justification

Areas of the City of Lubbock have existing local residential roadways that are gravel and not improved with a paved surface. These roadways were part of developments where the roads were never improved by the developer. These roadways do not meet the City's Standard Specifications and this project will help improve mobility and safety in these residential areas.

Project History

$9,000,000 was appropriated in FY 2020-21, Budget Amendment No. 35, Ord. No. 2020-O0077, July 13, 2021.

			Unappropriated Planning Years						
Appropriation Detail	Appropriation to Date	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Project Amount
Construction	9,000,000	0	0	0	0	0	0	9,000,000
Total Project Appropriation	9,000,000	0	0	0	0	0	0	9,000,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Funding
FY 2021 Tax Supported Revenue CO's	9,000,000	0	0	0	0	0	0	9,000,000
Total Funding Sources	9,000,000	0	0	0	0	0	0	9,000,000

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

Purchasing and Contract Management

Project Summary

ITB 22-16211-TF
Unpaved Roads Improvements Phase 4

Notice was published in the Lubbock Avalanche Journal on November 21 & November 28, 2021.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on Bonfire.com from November 21 to December 14, 2021.
5 individuals attended the pre-bid meeting.
24 vendors viewed using Bonfire.com.
24 vendors downloaded the documents.
6 vendors were notified separately.
2 vendors submitted a bid.

AI# 10345
Regular City Council Meeting 7. 15.
01/11/2022:

Information

Agenda Item

Resolution - Public Works: Consider a resolution approving the transfer of a portion of State Highway 114 (19th Street) and a portion of U.S. Highway 84 (Avenue Q), from the Texas Department of Transportation to the City of Lubbock, upon completion of specific construction obligations.

Item Summary

The Texas Department of Transportation (TxDOT) proposed through the Urban Street Turnback Program, that certain state highways located within the city limits of cities with populations over 50,000, can be conveyed to those cities for ownership and maintenance of agreed upon streets. Certain highways within the TXDOT system function more like city streets than state highways, and could be beneficial for the city to own them. Development along these corridors and the access therein would then become controlled by the city and not the state.

TxDOT has agreed to make certain improvements to the designated roadway sections with the understanding that the City of Lubbock would take over ownership and maintenance, upon such time as the improvements are completed. The portions of roadways being considered in this program are State Highway 114 (19th Street) from West Loop 289 to East Loop 289, and U.S. Highway 84 (Avenue Q) from Marsha Sharp Freeway to 58th Street.

Fiscal Impact

The City will be responsible for the perpetual maintenance of the roadways once conveyed to the City. The maintenance will be funded within the Street Maintenance Program.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution

RESOLUTION

WHEREAS, the State of Texas, by and through the Texas Department of Transportation (TxDOT) has proposed through the Urban Street Turnback Program that certain state highways located within the incorporated city limits of various cities of population over 50,000 in the State of Texas be conveyed to those cities with the understanding that thereafter the city alone would accept full responsibility to repair and maintain said highways; and

WHEREAS, TxDOT specifically proposed to the City of Lubbock the transfer of a portion of State Highway 114 (19th Street) and a portion of U.S. Highway 84 (Avenue Q) within the City of Lubbock, together with all structures, fixtures, and appurtenances thereto (Subject Roadways); and

WHEREAS, TxDOT and the City have identified the roadways to be conveyed to the City of Lubbock and have agreed to identify specific obligations to be set forth in an Interlocal Agreement for the TxDOT Urban Street Turnback Program (Agreement) to be followed by TxDOT and the City before formal request and acceptance of said roadways and all rights-of-way in connection therewith, as well as all surface and subsurface infrastructure on, under, over, and attendant to said roadways and rights-of-way; and

WHEREAS, TxDOT and City further desire to undertake all necessary activities and obligations to effectuate the transfer of the Subject Roadways to the City in exchange for TxDOT's completion of necessary obligations as described in the Agreement prior to City's formal request and acceptance of said roadways; **NOW, THEREFORE:**

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

THAT upon execution of the Agreement and completion and satisfaction of the specific obligations and requirements set forth in the Agreement, by and between the City of Lubbock and the Texas Department of Transportation, the Mayor of the City of Lubbock is hereby authorized and directed to formally request the Texas Department of Transportation remove the Subject Roadways from the State Highway System and transfer or convey said roadways and all rights-of-way in connection therewith, as well as all surface and subsurface infrastructure on, under, over, and attendant to said roadways and rights-of-way to the City of Lubbock.

THAT the City of Lubbock, a home rule municipal corporation, acting through its City Council herein accepts the transfer or conveyance of the Subject Roadways, such acceptance authorized and approved herein being strictly conditioned on the Texas Department of Transportation executing, completing and satisfying the specific obligations and requirements set forth in the Agreement, by and between the City of Lubbock and the Texas Department of Transportation.

Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

Ryan Brooke, Assistant City Attorney

RES.Request & Accept-TxDOT Turnback-19th & Ave. Q
11.24.21

AI# 10325
Regular City Council Meeting 7. 16.
01/11/2022:

Information

Agenda Item

Resolution - Water System Operations: Consider a resolution authorizing the Mayor to execute Purchase Order 22105182, to Guardian Security Solutions, LLC, for security camera upgrades at the South Water Treatment Plant.

Item Summary

The security cameras and associated appurtenances at the South Water Treatment Plant (SWTP) are aging and in need of being upgraded. The existing equipment is beyond the useful service life and is no longer supported by the equipment manufacturer. The equipment upgrade will provide visual detection of unwanted intruders and transmit images to the North Water Treatment Plant (NWTP) where the images will be monitored and recorded continually. These improvements will strengthen the integrity of security and provide greater flexibility for remotely monitoring this facility.

The City will utilize the existing TIPS Contract 200203 with Guardian Security Solutions, LLC. Staff recommends awarding Purchase Order 22105182 to Guardian Solutions, LLC., of Lubbock, Texas for an amount not to exceed $66,444.24.

Fiscal Impact

The cost for this upgrade is $66,444.24 and is budgeted in the FY2021-22 Water/Wastewater Operating Budget for this purchase.

Staff/Board Recommending

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

Attachments

Resolution PO 22105182 - Guardian Security Solutions, LC
PO 22105182 - Guardian Security Solutions, LC

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 22105182 in accordance with TIPS Contract 200203 for the purchase of a security system for the South Water Plant, by and between the City of Lubbock and Guardian Security Solutions, LC of Lubbock, TX and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.PurchaseOrd 22105182 security at water plant – TIPS 200203
11.29.21

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 11/22/2021
Order Number 22105182 000 OP
Branch/Plant 6349

TO:	SHIP TO:
GUARDIAN SECURITY SOLUTIONS LC 3214 122ND ST LUBBOCK TX 79423	CITY OF LUBBOCK WATER TREATMENT PLANT 6001 N GUAVA AVE LUBBOCK TX 79403

INVOICE TO: **CITY OF LUBBOCK**
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 11/22/2021 Freight .
Requested 12/15/2021 Taken By K MORGAN
Delivery PER R MARTINEZ REQ 58136 TIPS CONTRACT 200203PUR 16045

If you have any questions about this order , please contact Renata Martinez at 806-775-2611 or via email at RMartinez@mylubbock.us

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Security System Project	1.000	66,444.2400	EA	66,444.24	12/15/2021

Total Order

Terms NET DUE ON RECEIPT 66,444.24

INSURANCE REQUIRED:

Commercial General Liability, per occurrence- $1,000,000 General Aggregate. To Include Products of Complete Operation Endorsements Products-Comp/Op AGG Personal & Adv. Injury Contractual Liability Med Exp (Any One Person)	Automotive Liability- Combined Single limit for Any Auto - $1,000,000 Umbrella Form -Combined Single limit - $4,000,000 Worker's Compensation Amounts- $500,000 or Employer's Liability. Copies of endorsements are required.
City of Lubbock is named as an additional insured on a primary and non-contributory basis with a waiver of subrogation in favor of the City of Lubbock on liability coverages. To include products of completed operations endorsements. Waiver of subrogation provided on the workers' compensation.	

This purchase order encumbers funds in the amount of $66,444.24 awarded to Guardian Security Solutions, LC of Lubbock, TX, on _____, 2021. The following is incorporated into and made part of this purchase order by reference: Quote dated Novemeber 15, 2021, from Guardian Security Solutions, LC of Lubbock, TX, and TIPS Contract 200203.
Resolution #_____

CITY OF LUBBOCK

_____
Daniel M. Pope, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Rev. 9/2021

PURCHASE ORDER
TERMS AND CONDITIONS
IMPORTANT: READ CAREFULLY
STANDARD TERMS AND CONDITIONS
CITY OF LUBBOCK, TX

Seller and Buyer agree as follows:

1. **SELLER** TO PACKAGE GOODS. Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE AND RISK OF LOSS. The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. INVOICES & PAYMENTS. a. Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.

6. GRATUITIES. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

7. SPECIAL TOOLS & TEST EQUIPMENT. If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

8. WARRANTY-PRICE. a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of viciation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY-PRODUCT. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. SAFETY WARRANTY. Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.

11. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS. As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.

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

13. RIGHT OF INSPECTION. Buyer shall have the right to inspect the goods at delivery before accepting them.

14. CANCELLATION. Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

15. TERMINATION. The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.

16. FORCE MAJEURE. Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

17. ASSIGNMENT-DELEGATION. No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.

18. WAIVER. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

19. INTERPRETATION-PAROLE EVIDENCE. This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

20. APPLICABLE LAW. This agreement shall be governed by the Uniform Commercial Code. Whereever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

21. RIGHT TO ASSURANCE. Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

22. INDEMNIFICATION. Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.

23. TIME. It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

24. MBE. The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.

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

26. RIGHT TO AUDIT. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

27. ASSIGNING OR SUBLETTING THE CONTRACT. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.

29. HOUSE BILL 1295 DISCLOSURE OF INTERESTED PARTIES. House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: http://www.ci.lubbock.tx.us/departmental-websites/departments/purchasing/vendor-information

30. CONTRACTOR ACKNOWLEDGES, by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

31. TEXAS GOVERNMENT CODE, CHAPTER 2252. The undersigned representative of the undersigned company or business, being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas, which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Lubbock Purchasing and Contract Department.

32. TEXAS GOVERNMENT CODE, CHAPTER 2270 This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

33. TEXAS PUBLIC INFORMATION ACT. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Pursuant to Section 552.301(c) of the Texas Government Code; the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request. Please send this request to this email address for it to be processed: orr@mylubbock.us.

GUARDIAN

Security Solutions, LC

3214 122nd Street
Lubbock, TX 79423

806-794-7767
TX LIC# B11916, OK #1235

Date	Proposal
11/15/2021	10025

City of Lubbock - Water
1625 13th, St, Room 204
Lubbock, TX 79401

City of Lubbock - Water
Curtis McDole
cjmcdole@mylubbock.us
TIPS #: 200203

Mailing address: PO Box 53874, Lubbock, TX 79453
Fax: 806-794-7789
Web: www.myshield.org
E-RATE CERTIFIED
Coop Members: TIPS, Buyboard, Good Buy

COOP NAME	TERMS	Sales Person
TIPS #200203	Due on receipt	Ray Dunn

Item	Description	Location	Qty	Price Each	Total
	SECURITY SYSTEM PROJECT FOR THE CITY OF LUBBOCK SOUTH WATER PLANT INSTALLATION OF ACCESS CONTROL FOR SIX ENTRANCES AND ONE TRAFFIC GATE SERVER				
IC1356TAGB	Mifare Key Tag, 13.56MHz,S50/1K) Black		200	6.78	1,356.00
MTR2UI5RAC	2U Rack Mounted Access Control Server, i5 with Raided 500gig Solid State OS Drives, Win 10 Pro		1	2,800.00	2,800.00
ICGXSRV	Protege GX Server License (50 Doors, 1 Camera, 1 Client license,3 Web license, e-mail on event, C.Actions		1	2,698.76	2,698.76
CAT6RUN	CAT6 Run from access control server to customer's existing network switch		1	70.00	70.00
MTUPS2	1500VA/900W UPS 2U Rack Mt Battery Backup, No Rails Needed		1	700.00	700.00
24" Monitor	24" Monitor (customer provides)		0	0.00	0.00
VEHDMI-006	6' HDMI Cable		1	30.00	30.00

SEND APPROVED PURCHASE ORDER TO
Angie Gentry agentry@myshield.org
Joe Dunn accounting@myshield.org

Prices on this proposal are guaranteed for 30 days

	CUSTOMER PO #	**Subtotal**
GOING THROUGH COOP ?	COOP NAME_____	**Sales Tax (8.25%)**
Signature		**Total**

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COOP NAME	TERMS	Sales Person
TIPS #200203	Due on receipt	Ray Dunn

Item	Description	Location	Qty	Price Each	Total
	GATE EQUIPMENT				
ICGXCTRL-2	Protege GX Two Door DIN Rail System Controller - Network/ RS485	Existing NEMA enclosure	1	1,114.06	1,114.06
ICPRO12VPS-2A	Protege DIN Rail 12V 2A Intelligent Battery Backup PSU 110V Input (Can power up to 3 Devices)	Existing NEMA enclosure	1	386.00	386.00
NO12B7	12V 7amp Battery		1	28.00	28.00
Labor	Integrate existing electrified gate opener with new Protege GX controller (including Aiphone intercom and HID long range reader)		1	500.00	500.00
ICT1356BXKP	13.56MHz, Single Gang Reader with Keypad, Black, MIFARE-DESFire-iCLASS, NFC Capable, 4.53 x 2.87 x 0.71, Weigand and RS485, IP65 Rated		1	483.36	483.36
	CONTROLLER PANEL - MDF				
ICGXKIT-6D-DV	Protege GX Dual Voltage 6-door Kit - Includes LSP E4 Enclosure, (1) Controller, (2) Expansion Module, (1) LSP 150W Dual Voltage(12v/24v) PSU (1.9A/0.9A per door).		1	4,194.42	4,194.42

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GOING THROUGH COOP ?	COOP NAME_____	**Sales Tax (8.25%)**
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COOP NAME	TERMS	Sales Person
TIPS #200203	Due on receipt	Ray Dunn

Item	Description	Location	Qty	Price Each	Total
CAT6RUN	CAT6 Run from controller to customer's existing network switch		1	70.00	70.00
NO12B12	12V 12a/h battery		2	63.82	127.64
	CONTROLLER PANEL - ELECTRICAL ROOM				
ICGXKIT-4D-DV	Protege GX Dual Voltage 4-door Kit - Includes LSP E4 Enclosure, (1) Controller, (1) Expansion Module, (1) LSP 150W Dual Voltage(12v/24v) PSU (3A/1.5A per door).		1	3,592.34	3,592.34
CAT6RUN	CAT6 Run from controller to customer's existing network switch		1	70.00	70.00
NO12B12	12V 12a/h battery		2	63.82	127.64
	DOOR HARDWARE				
Labor	Relocate existing alarm door contacts		2	50.00	100.00
SGHES118	Low profile electric Strike - Cylindrical or Mortise Satin Stainless, Fire Rated, With Lock & Strike Monitor, includes 8 faceplates (4) Latchbolt & (4) deadbolt.		1	730.00	730.00
SGHES103.1	Surface Mount Rim Strike Slimline 1/2" with Latch Bolt Status Monitor, satin stainless steel		3	650.00	1,950.00

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COOP NAME	TERMS	Sales Person
TIPS #200203	Due on receipt	Ray Dunn

Item	Description	Location	Qty	Price Each	Total
SGHES2005	In-line Power Controller, 12-32V AC or DC (Smart Pac 3)		4	102.00	408.00
Misc Item	Quick disconnect for removable mullion		1	15.00	15.00
SGMS941	Single Maglock, 1200 lbs, 2-Colored LED, status sensor relay, delay timer		2	330.00	660.00
NOMFB01	Filler Bar for Mag Lock Installation 1/4H x 3/4W x 10 1/2 L - brushed anodized aluminum		2	35.00	70.00
TEPIR6	Motion Detector Request to Exit		2	125.00	250.00
TEREQ92MN	Piezoelectric No Touch REQ Pushbutton, Manual Override, Single-gang		1	115.00	115.00
TEREQ53	Mini Surface Mt Request to Exit Button		1	65.00	65.00
IC1356BM	13.56MHz, Mullion Mt Reader, Black, MIFARE-DESFire-iCLASS, NFC Capable, 4.53" x 1.77" x 0.71", Weigand and RS485, IP65 Rated		1	203.52	203.52
IC1356BX	13.56MHz, Single Gang Reader, Black, MIFARE-DESFire-iCLASS, NFC Capable, 4.53 x 2.87 x 0.71, Weigand and RS485, IP65 Rated		5	236.38	1,181.90
VE182	18/2 Stranded		1.5	190.00	285.00
SG224	22/4 Stranded		1.5	160.00	240.00
SG226	22/6 Stranded & Shielded		1.5	300.00	450.00

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Item	Description	Location	Qty	Price Each	Total
Conduit	Schedule 40 PVC (includes boxes, connectors, straps, hardware, and labor to install		1	600.00	600.00
ICT - Mobile Phone Apps	ICT - Protege Mobile Phone App Setup		2	100.00	200.00
Professional Services	Professional Services			7,000.00	7,000.00
	Access Control System Subtotal			27,878.26	32,871.64
	UPGRADE EXISTING GV CAMERA SYSTEM TO A DIGITAL WATCHDOG SPECTRUM VIDEO SURVEILLANCE SYSTEM				
MTDW10BI78T-4/8	DW 3U Rack NVR, 4:8TB Surveillance Grade Drives (10 Bay) i7 with 120gig Solid State OS Drive Win 10 Pro		1	7,308.00	7,308.00
DWLIC2-10	10 DW Spectrum IPVMS Camera Licenses		1	1,525.00	1,525.00
DWLIC1-4	4 DW Spectrum IPVMS Camera Licenses		1	610.00	610.00
DWLIC1-1	1 DW Spectrum IPVMS Camera License		2	152.50	305.00

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GOING THROUGH COOP ?	COOP NAME_____	**Sales Tax (8.25%)**
Signature		**Total**

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COOP NAME	TERMS	Sales Person
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Item	Description	Location	Qty	Price Each	Total
DWPTZ-36X	3MP 36X IR PTZ, 4.6-165.6 mm auto focus lens, 1148ft. smart IR, PoE injector included (must order mount)		6	2,917.00	17,502.00
DWPTZ-36XWM	Wall Mount for 3 MP 36X IR PTZ		5	125.00	625.00
DWPTZ-36XCNM	Corner and Pole Mount Bracket for 3 MP 36X IR PTZ		1	145.80	145.80
DWPTZ-30XCM	Ceiling Mount for 3 MP 36x IR PTZ, White		1	145.80	145.80
DWFE9MV	9MP 180/360 Hemispheric. Indoor/Outdoor. vandal proof. 80ft. IR. 2.1mm. (No license required)		1	1,331.00	1,331.00
Lift	40' Narrow Scissor Lift for camera installation		1	1,200.00	1,200.00
Professional Services	Professional Services			2,875.00	2,875.00
	Video Surveillance System Subtotal			18,335.10	33,572.60

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Angie Gentry agentry@myshield.org
Joe Dunn accounting@myshield.org

Prices on this proposal are guaranteed for 30 days

Date:_____

Offer accepted and approved

CUSTOMER PO #

GOING THROUGH COOP ?

COOP NAME_____

Subtotal	$66,444.24
Sales Tax (8.25%)	$0.00
Total	$66,444.24

Signature _____

E-RATE CERTIFIED

Information

Agenda Item

Resolution - Water System Operations: Consider a resolution authorizing the Mayor to execute Contract 16118, with PowerHouse Lawn and Landscape, for mowing services at the North and South Water Treatment Plants.

Item Summary

The proposed contract is to secure annual mowing and related landscape maintenance services for North and South Water Treatment Plants.

The contract will ensure all listed areas are kept in acceptable condition in regard to mowing and will enhance the overall appearance of the facilities. This contract will also ensure the facilities remain compliant with the current policy regarding high weeds or vegetation growth, reduce the risk of fire and also ensure compliance with the Texas Commission on Environmental Quality (TCEQ) Chapter 290 Rules and Regulations for potable water services.

In response to ITB 21-16118-YB, three bids were received for Class A areas:

Vendor/Description	Acres	Cycle	Unit Cost	Extended
#0-1 - South Water Treatment Plant				
PowerHouse Lawn and Landscape, Lubbock, TX	**15**	**22**	**$870**	**$20,482**
Erlys Janitorial Services, Lubbock, TX	15	22	$900	$23,540
Center Point, Shallowater, TX	15	22	$1,723	$58,300
#0-2 North Water Treatment Plant				
PowerHouse Lawn and Landscape, Lubbock, TX	**1**	**22**	**$61.00**	**$1,342**
Erlys Janitorial Services, Lubbock, TX	1	22	$170.00	$3,740
Center Point, Shallowater, TX	1	22	$925.00	$20,350

Staff recommends that Contract 16118 be awarded to PowerHouse Lawn and Landscape for $21,827. This contract will be for a term of one year with the option of 4 one-year renewals.

Fiscal Impact

$21,827 is budgeted in the FY 2021-22 Water/Wastewater Operating Budget for this contract.

Staff/Board Recommending

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

Attachments

Resolution 16118 - Landscape and Lawn Maintenance Water Treatment Plants
Contract 16118 - Landscape and Lawn Maintenance Water Treatment Plants
Council Bid Tabulation
Project Summary

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Service Contract No. 16118 for the landscaping and lawn maintenance of the water treatment plants, by and between the City of Lubbock and PowerHouse Lawn and Landscape, of Wolfforth, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES.Contract 16118 – Landscaping and Lawn Maintenance
November 15, 2021

City of Lubbock
Contract for
Landscape and Lawn Maintenance Water Treatment Plants

THIS CONTRACT made and entered into this ___ day of _____, **2021**, by and between the City of Lubbock ("City"), and **PowerHouse Lawn and Landscape, LLC,** ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Landscape and Lawn Maintenance Water Treatment Plants** and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said **Landscape and Lawn Maintenance Water Treatment Plants**.

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, **Landscape and Lawn Maintenance Water Treatment Plants** and more specifically referred to as Items one (1) and Items two (2) on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.

3. The contract shall be for a term of one (1) year, with the option of four (4), one (1) year extensions, said date of term beginning upon formal approval. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

4. Prices quoted shall be set for a period for one (1) year, said date of term beginning upon City Council date of formal approval. The rate may be adjusted upward or downward at this time at a percentage not to exceed the effective change in Consumer Price Index (CPI) or Product Price Index (PPI), which ever is most appropriate for the specific contract for the previous 12-months at the City's discretion, the effective change rate shall be based on either the local or national index average rage for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period.

5. This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written

notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

6. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

7. Insurance Requirements

SECTION A. Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.
SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
SECTION C. Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

TYPE OF INSURANCE		**COMBINED SINGLE LIMIT**	
GENERAL LIABILITY			
☒ Commercial General Liability		General Aggregate	$1,000,000
☐ Claims Made	☒ Occurrence	Products-Comp/Op AGG	X
☐ W/Heavy Equipment		Personal & Adv. Injury	X
☐ To Include Products of Complete Operation Endorsements		Contractual Liability	X
		Med Exp (Any one Person)	X
AUTOMOTIVE LIABILITY			
☒ Any Auto			
Owned Autos		Per Occurrence	$1,000,000
☒ POLLUTION			$1,000,000
☒ WORKERS COMPENSATION – STATUTORY AMOUNTS **OR**			$500,000
OCCUPATIONAL MEDICAL AND DISABILITY			
☒ EMPLOYERS' LIABILITY			$1,000,000

OTHER: COPIES OF ENDOSEMENTS ARE REQUIRED

☒ *City of Lubbock named as additional insured on Auto/General Liability on a primary and non-contributory bases.*
☒ *To include products of completed operations endorsement.*
☒ *Waiver of subrogation in favor of the City of Lubbock on all coverages, except*_____

IMPORTANT: POLICY ENDORSEMENTS

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

REQUIRED PROVISIONS

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

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

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

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

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

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

NOTICES

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

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

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

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

8. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

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

10. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

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

12. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.

13. Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

14. The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

15. **The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.**

    To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contact as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

16. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the

company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

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

18. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

19. This Contract consists of the following documents set forth herein; Invitation to Bid No. 22-16118-YB, Specifications, and the Bid Form.

-----INTENTIONALLY LEFT BLANK-----

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

Daniel M. Pope, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Aubrey Spear, Director of Water Utilities

APPROVED AS TO FORM:

Amy Sims, Deputy City Attorney

CONTRACTOR

BY
Authorized Representative

Print Name

10025 CR 7300
Address

Wolfforth TX 79382
City, State, Zip Code

II. GENERAL CONDITIONS

****** PLEASE READ CAREFULLY ******

These General Conditions apply to all bids and become a part of the terms and conditions of any bid submitted. The City shall mean the City of Lubbock.

1 Quantities: The quantities appearing in this Invitation to Bid are approximate only and the City reserves the right to increase, decrease or delete any or all items. If the quantities of materials to be furnished are increased, such increase shall be paid for according to the unit prices established for the item. In making its bid hereunder, the Seller expressly recognizes the rights of the City provided herein, and further recognizes that the Seller shall have no claims against the City for anticipated profits for the quantities called for, diminished or deleted.

2 Product Guarantee: Seller guarantees equipment or product offered will meet or exceed specifications identified in this bid invitation. The Seller shall, upon request, replace any equipment or product proved to be defective and make any and all adjustments necessary without any expense to the City. If at any time, the equipment or product cannot satisfactorily meet the requirements of the specifications, the Seller shall upon written request from the City, promptly remove such equipment or product without any further expense to the City. At the City's request, Seller will provide evidence sufficient to demonstrate such equipment or product meets the foregoing.

3 Invoices: Seller shall submit separate invoices, in duplicate, on each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, shall be attached to the invoice. Mail to Accounts Payable, City of Lubbock, P.O. Box 2000, Lubbock, Texas 79457. Payment shall not be due unless and until the Seller shall not be in default under the terms of the contract, and until the above instruments are submitted after delivery. CITY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE CITY'S MASTERCARD PURCHASING CARD (PCARD). THE SELLER AGREES TO ACCEPT PCARD PAYMENTS WITHOUT ANY ADDITIONS OR SURCHARGES.

4 Delivery Delay: When delivery delay can be foreseen, the Seller shall give prior notice to the Purchasing Director, who shall have the right to extend the delivery date if reasons for delay appear acceptable. The Seller must keep the Purchasing Director informed at all times of the status of the order.

5 Damage Assessment: Default in any manner under the contract, including, but not limited to default on promised delivery, without acceptable reasons, or failure to meet specifications hereunder authorizes the Purchasing Director to purchase goods elsewhere and charge any increase in cost and handling to the defaulting Seller, and/or exercise any and all rights available to it by law, equity and/or under the terms of the contract. Every effort will be made by the Purchasing Office to locate the goods at the same or better price as than originally contracted.

6 Late Delivery Fee: The City will also have the option to charge the vendor a fee of $50.00 per vehicle per day for late delivery. Late fee applies when vendor has not requested and received prior written permission and approval from the ordering entity to make delivery after the number of days established by the contract or the purchase.

7 Packaging: Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address. (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g., box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

8 Delivery Time: Deliveries will be accepted only during receiving hours: 9:00 A.M. - 3:30 P.M., Monday through Friday, except on City holidays, at the designated location.

9 Damage: The City assumes no liability for goods delivered in damaged or unacceptable condition. The Seller must handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.

10 No Warranty By The City Against Infringements: As part of the contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to the contract will give rise to the rightful claim of any third person by way of infringement of the like. The City makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall The City be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify the City to this effect in writing within two weeks after the signing of the contract. If the City does not receive notice and is subsequently held liable for the infringement or the like, Seller will save The City harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.

11 Material Safety Data Sheets: Seller shall provide the City of Lubbock with current Material Safety Data Sheets (MSDS) for each chemical defined as hazardous under the Texas Hazard Communication Act (every chemical bearing any manner of warning label on the container) to comply with provisions of the Texas Hazard Communication Act, Title 6, Subchapter D, Chapter 502, Texas Health and Safety Code Ann. (This Act is corollary to OSHA Standard 29 CRF 1910.1200, which is generally known as the Right to Know Law.)

12 Shipment Under Reservation Prohibited: Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

13 Title & Risk Of Loss: The title and risk of loss of the goods shall not pass to the City until the City actually receives and takes possession of the goods at the point or points of delivery as provided herein.

14 No Replacement of Defective Tender: Every tender of delivery of goods must fully comply with all provisions of the contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach of the contract and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify the City of his intention to cure and may then make a conforming tender within the Contract time but not afterward.

15 Gratuities: The City may, by written notice to the Seller, cancel the contract or purchase order without liability to Seller if it is determined by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

16 Special Tools & Test Equipment: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling or equipment and any process sheets related thereto shall become the property of the City and to the extent feasible shall be identified by the Seller as such.

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

18 Warranty-Price: a. The price to be paid by the City shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by other parties for products of the kind and specification covered by the contract for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by other, or in the alternative. The City may cancel the contract without liability to Seller for breach or Seller's actual expenses. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for commission, percentage brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the City shall have the right in addition to any other right or rights to cancel the contract without liability and to deduct from the Contract price, or otherwise recover the full amount of such claimed commission, percentage, brokerage, or contingent fee.

19 Safety Warranty: Seller warrants that the product sold to the City shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970 and/or any other governmental agency standards or regulations. In the event the product does not conform to each OSHA or other standards, Seller shall be in default hereunder, and the City may exercise and of the remedy provided for herein, including but not limited to return of the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by the City will be at the Seller's expense

20 Right of Inspection: The City shall have the right to inspect the goods at delivery before accepting them.

21 Vendor retrieval of Vehicles: Vendor shall remove noncompliant vehicles (s) form City premises within five working days after receiving written notification from the ordering entity. If vehicle is not removed by vendor within the five working days time frame, the city may arrange for vehicles to be removed and secured by a local towing and storage facility. Vendor will be responsible for payment of all related towing and storage charges. The City will not be responsible for payment of all related towing and storage charges. The City will not be responsible for liable for damage or loss of noncompliant vehicles with remain on City premises, or which are removed by towing company, five working days after vendor is notification.

22 Cancellation: The City shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent and/or files bankruptcy or has bankruptcy filed against it. Such right to cancellation is in addition to and not in lieu of any other remedies which the City may have in law, equity or hereunder.

23 Termination: the City may terminate the contract or purchase order in whole, or in part. Termination hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which the contract or purchase order is terminated and the date upon which such termination becomes effective. In the event of said termination, in whole or in part, provided that Seller shall not be in default under the Contract, the Seller shall be entitled to payment only for goods actually delivered, and/or services actually performed under and in compliance with the terms of the contract or purchase order.

24 Force Majeure: Neither party shall be held responsible for losses or damages hereunder, if the fulfillment of any terms of provisions of the contract is delayed or prevented by strike, walkouts, acts of God, or public enemy, fire, or flood.

25 Assignment-Delegation: No right or interest in the contract shall be assigned or delegation of any obligation made by Seller without the written permission of the City. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

26 Waiver: No claim or right arising out of a breach of the contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

27 Interpretation-Parole Evidence: This writing, plus any specifications for bids and performance provided by the City in its advertisement for bids and any other document provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in the contract, the definition contained in the Code is to control.

28 Applicable Law: The Contract shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of the contract.

29 Right To Assurance: Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

30 Indemnification: Seller shall indemnify, defend, keep and save harmless the City, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise arise or accrue against the City in consequence of the granting of the contract or which may anywise result there from, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subcontractor or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgment shall be rendered against the City in any such action, the Seller shall, at its own expenses, satisfy discharge the same. Seller expressly understands and agrees that any bond required by the contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as herein provided.

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

32 Time: It is hereby expressly agreed and understood that time is of the essence for the performance of the contract, and failure by Seller to meet the time specifications of the contract will cause Seller to be in default of the contract.

33 Silence of Specification: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial products and practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications in this bid shall be made on the basis of this statement. The items furnished under this contract shall be new, unused, of the latest product in production to commercial trade, and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

34 Environmental Stewardship

The City of Lubbock is fully committed to environmental excellence. It is the policy of the City to demonstrate sound environmental performance by controlling and mitigating the environmental impact of City activities, operations, and services. This commitment extends to the procurement and contracting process. Contractors and suppliers selected to provide services and materials to the City are required to uphold an equally high standard. To that end all contractors and suppliers hired by the City agree to maintain full compliance with any and all applicable environmental regulations. In addition, contractors and suppliers agree to implement whatever processes and procedures necessary to reduce and eliminate pollution and wastes and conserve natural resources while under contract with the City. To the greatest extent possible, while still delivering the highest quality service or material, City contractors and suppliers, as well as any sub-contractors under their supervision, will:

- minimize waste and pollution generation;
- conserve natural resources and energy;
- minimize the use of hazardous materials by choosing the least toxic - yet effective - materials and products;
- use the highest available post-consumer content materials and products;
- recycle and/or reuse as much as is possible, waste materials; and
- incorporate into project design energy efficient fixtures, appliances and mechanical equipment.

35 THE CITY RIGHT TO AUDIT

At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

36. CONTRACTOR ACKNOWLEDGES,

Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

37. CONFIDENTIALITY

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

38. INDEMNITY

The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

ITB 21-16118-YB
Landscape and Lawn Maintenance
Water Treatment Plants

Scope of work:

The City of Lubbock is requesting bids from interested companies to enter into a service contract to preform Landscape and Lawn Maintenance activity for two locations for the City. These locations can view from Google Earth. These locations are Water Treatment at 6001 N Guava and South Water Treatment at 5114 E 1585 HWY.

Successful contractor shall have ten (10) days from receipt of the Notice to proceed to commence contract maintenance activities. The Contract will be for twenty-two (22) cycles for a twelve (12) month period.

Landscape and Lawn Maintenance: The contractor agrees that it shall preform the landscaping and mowing described. The frequency of work shall be determined by the Equipment Maintenance Supervisor or his Agent at each site.

Anticipated Landscape and Lawn Frequencies (Estimate only of Schedule):
The normal maintenance routine is one (1) cycle to two (2) cycles per month unless authorized by email/text/letter to the Contractor

January - 1	**July - 2**
February - 2	**August - 2**
March - 2	**September - 2**
April - 2	**October - 2**
May - 2	**November - 2**
June - 2	**December - 1**

Normal Maintenance:

Normal maintenance includes care and cutting back of perennials, tree/shrubs, trimming vines, roses, deadheading plants / trees, tree trimming, weeding removal, beds cleaning, watering, ground cover, cutting native grasses, care for various other plants, flowers, debris, sidewalk edging and blowing off walkways. Maintenance will carry through all four (4) seasons spring, summer, fall and winter.

The areas to be serviced for each site include all right of ways adjoining the site and to the centerline adjoining the site, and extending to the curb into all allies/streets/parking area. Contractor is responsible for safe and careful operation of their equipment. This includes around buildings, equipment, vehicles, and buildings structures to prevent damage.

Plant Replacement Funds:

This Contract will include set funds for the replacement of plants, trees, etc. and the installation of these items. This section also cover the work provided by the contractor for the care of IE: irrigation repairs to sprinkler heads, main lines, and soaker hoses and sub irrigation.

Flowers, perennials, roses, trees /tree lines, ground cover, bedding, mulch replacement, irrigation repairs etc. will be done after an estimate has been approved in writing by both parties. Pictures of before and after will be required as well as time marked.

This work will be performed at an hourly rate $---.00 per person per hour by the contractor and will be pre-approved. Not to exceed the funds set aside in this contract for plant replacement fee's and repair service fees.

Plant Warranty: Plant warranty will apply when a warranty has been established for a new plants, trees or other vegetation. This warranty will be in writing from the plant supplier or the contractor.

Lawn

1.1 Mowing: Lawn/Turf shall be cut at a height of one and one-half (1 ½) to two (2) inches and no higher than three (3) inches, at the discretion of the Maintenance Supervisor or his Agent in writing IE: email or text message. Clippings shall not be bagged and placed in dumpster. All hand scraps shall be cleaned after each service. No clumps or windrows of grass shall be left by the mowers. Mowing equipment shall be a shredder, reel or a full flotation rotary mower that will not leave ruts or tracks on lawn and shall be approved by the Equipment Maintenance Supervisor or his Agent. Mulching blades may be used at the discretion of the Equipment Maintenance Supervisor or Agent.

1.2 **Edging:** All sidewalks, manhole, vaults, building, tanks, and plant structures shall be edged to a depth of one (1) inch or to the uniform height of plant cut and shall be performed concurrently with current mowing operations. String trimmers or curb dressers may be used for edging.

1.3 **Fence lines:** All fence lines shall be clear of grass, weeds, trees, vines and vegetation. Chemical weed eating is acceptable on fence lines, sidewalks and parking lots also, exception to the chemical weeding are no chemicals used around clear-well and potable water storage tanks.

1.4 **Trimming:** All string trimming must be done to achieve a height uniform with the mowing height. Trimming must be performed around trees, plant beds, buildings, sidewalks, curbs, and equipment. Care must be taken not to destroy other plants. All surfaces, streets, fence lines and areas must be kept free of grass, weeds and debris. This task must be completed during the same mowing cycle as the mowing is performed.

1.5 **Litter or Debris:** The Contractor shall realize that litter or debris may accumulate prior to mowing with no fault to either party. The contractor shall remove all trash or debris before mowing/shredding. Contractor shall instruct mower operators to police sites to prevent dangerous or unsightly conditions. Litter and Debris removal shall be performed prior to

mowing and concurrently with other maintenance operations. Exceptions to liter removal contractor must contact Supervisor.

1.6 **Disposal:** Contractor shall be responsible for the disposal of litter and debris from the areas maintained. Disposal shall be accomplished by delivery to the City of Lubbock Landfill or by placement in dumpsters belonging to the Contractor. No Litter or Debris shall be disposed of in Residential dumpsters or of those belonging to Commercial Businesses.

1.7 **Weed Control:** Emergent may be applied as needed to control any weed growth as needed to eliminate weed growth on sidewalks, fence lines, curbs, vaults, general ground, drive ways, sidewalks and ramps. (No emergent can be used around potable water storage tanks)

1.8 **Fence lines:** Weeds on the outside of the fence lines will be mowed to a width of six (6) inches to one (1) foot where applicable. A six (6) inch or one (1) foot zone inside and outside the fence line will be maintained with no plants, no grasses, vegetation and no weeds is acceptable.

1.9 **Clean up:** All work shall be cleaned up and waste material removed from the site. No equipment shall be left at neighborhood sites and all material shall be removed from the job site the same day of mowing unless arrangements have been made.

1.10 **Plant Replacement**: This section cover the plants replacement IE: flowers, scrubs, trees, ground cover etc. The replacement of vegetation will be scheduled with the contract Supervisor or Agent and the contractor in writing with an estimate work sheet prior to beginning work.

Provided a cost estimate sheet that has been approved by the contract owner and contractor.

1.11 **Rock Garden areas**: South Water Treatment, Soil buildup between rocks to be keep minimum less than three eights (3/8) to one (1) inch of soil/blow sand. The buildup around the rocks in the rock garden should not exceed one (1) inch in and around the rocks.

1.12 **Safety:** Is the contractor's responsibility for his work, equipment and his employees.

1.13 **Drought**: is a prolong shortage in the water supply/atmospheric conditions that effect the growing cycle of lawns, plants and vegetation. During these events the care for gardens and lawns will change. The City reserves the right to reduce the number of estimated cycles needed for the care of garden and lawn care during this period of time.

Guidelines:

1. All the lawns will be mowed with some type of power mowing equipment such as a power mower, a tractor or shredder.

2. All sidewalks, reservoir, clear wells, curbs, valve boxes and fence lines must be edged with a line trimmer or an edger.

3. All valve box tops and sidewalks will be swept/blown or cleaned-off after all mowing is completed.

4. Properties must be cleaned of paper, papers, boxes, plastic bags and other trash before mowing or ground care begins.

5. After each cycle, yard/gardens must be inspected and approved by a City employee before payment is made.

Matt Kerley, Water Systems Supervisor
(806) 775-2624
O.L. Plymell, Water Util. Maint. Foreman
(806) 775-3212 or (806) 319-3266

6. Contractor will be contacted by a City employee when work sites need mowing and maintenance.

7. Bidder is required personally to inspect the property, prior to submitting a bid. Bidder will be required to sign off on a prior inspection form. By not inspecting each property and signing off on the Inspection form. The City reserves the right void any bid submitted.

8. **The Contractor** business must be within fifty (50) miles of Lubbock or have an established work establishment's located work address within Lubbock County or suburbs.

9. **All work is schedule driven**; therefore, the Contractor's work force and equipment needed for the contract will be their responsibility.

10. Contract Changes IE. Site modifications may need to be made during the twelve (12) month contract term. These changes must be made with Contract Management management's approval.

11. This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this agreement shall be binding upon the parties unless reduced to writing and signed by both parties.

12. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. When consent is given, the Contractor insurance will prevail. The Subcontractor will provide proof of insurance that complies with a contract Insurance requirements, this provision shall control.

13. **Invoicing**: Every thirty (30) days or after each rotation cycle. Invoices will include the day of the work, work location, and the work performed at each site. Invoices will include Contract number, Invoice numbers and Insurance expiration date and the number of cycles preformed IE: 1 of 5, 2 of 5 etc. for entire contract at each site.

14. The city representative requests that any bid received is based on the fact that the bidder has accomplished a site survey of the properties and they accept the bid specifications as proper.

The contractor will issue their employees, photo identity cards to be worn in the open at all times while they are on city property. This photo identity card should be worn while on city property. The contractors and their employees shall call the city water department control room at 775-3416 and let them know of their arrival and departure from the city property.

Exhibits:

North Water Treatment

Exhibit -1-2 & 3

South Water Treatment

Exhibit -4 & 5

City of Lubbock
ITB 21-16118-YB
Landscape and Lawn Maintenance
Water Treatment Plants
Specifications

1.0 MAINTENANCE STANDARDS

1.1 General: Successful contractor shall have ten (10) days from receipt of the Notice to Proceed to commence contract maintenance activities. The Contractor shall be notified of the City's decision by letter.

1.1.1 The areas to be serviced for the site include all rights of way adjoining the site and extending 2 feet from back of curb into all streets. Contractor is responsible for safe and careful operation of mowing equipment around plant material and structures to prevent damage and to prevent clippings from contaminating the aquatic life and plant beds. Maintain a 5-foot buffer of undisturbed natural vegetation between the disturbed portions of your site and the Playa Lake.

1.1.2 Contractor shall provide a maintenance schedule to the Water Treatment Plant Department within fifteen (15) days from the date of Award of Contract and will notify the Water Treatment Representative or his/her Agent of any changes in the schedule prior to the schedule change.

1.2 Mowing: Turf shall be cut at a height of 4 inches. Clippings shall be mulched or bagged and all hardscapes shall be cleaned after each service. The mowers shall leave no clumps or windrows of grass. Mowing equipment shall be determined by site conditions and shall be approved by the Water Treatment Representative.

1.2.1 ANTICIPATED MOWING FREQUENCIES:

January	1	May	2	September	2
February	2	June	2	October	2
March	2	July	2	November	2
April	2	August	2	December	1

1.3 Edging: Street curb and drainage channel edging shall be accomplished the same day as mowing, and all debris from this activity shall be removed the same day that the task is performed. Curb dressers may be used for this task.

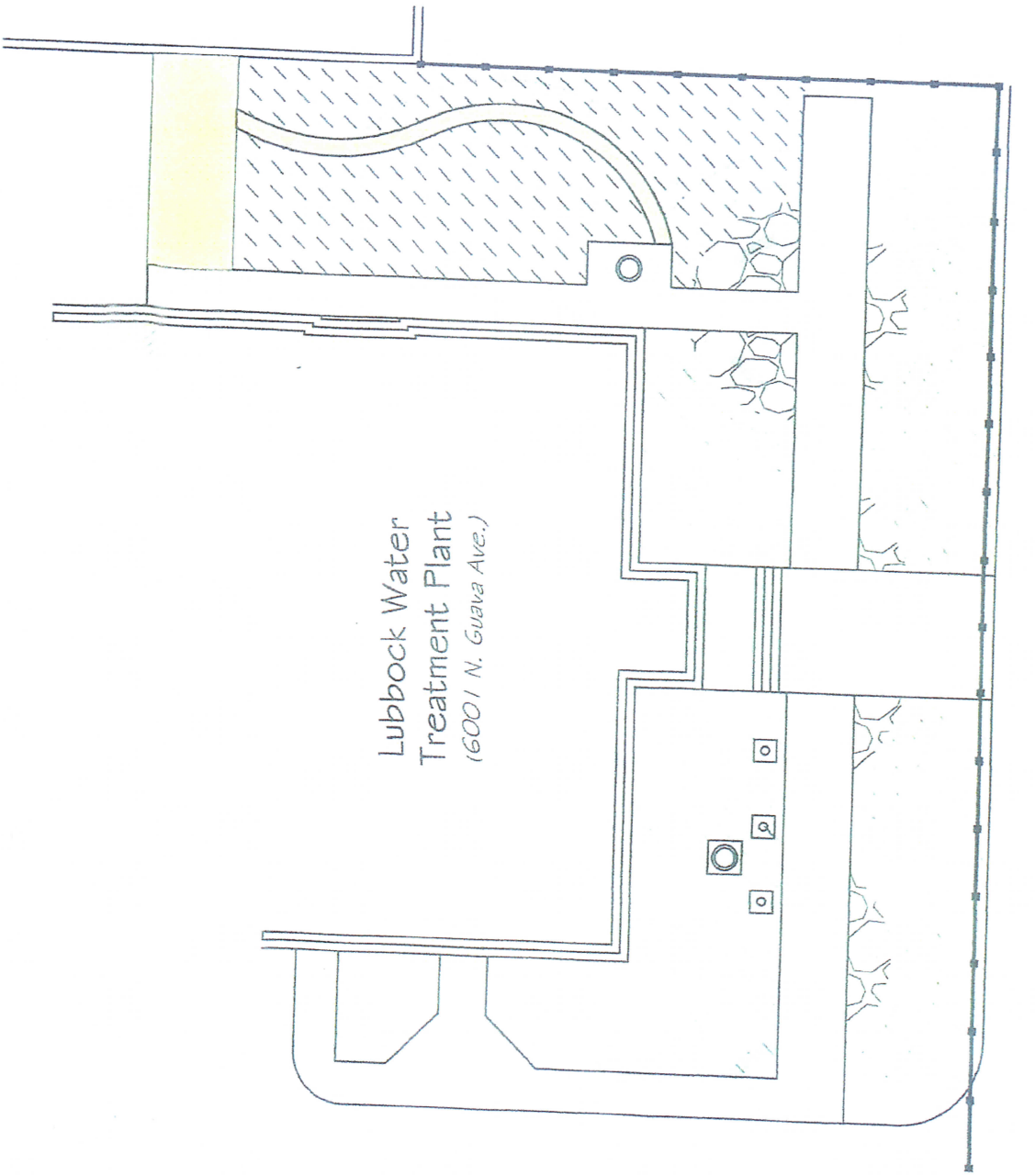
1.4 Trimming: All string trimming must be done to achieve a height uniform with the mowing height. Trimming must be performed around trees, plant beds, buildings, signs, fences, and any other plants or structures. This task must be completed the same day the mowing is performed.

1.5 Litter & Debris: All litter and other types of debris such as trash, motor vehicle parts, rocks, gravel, and dirt, shall be removed by the contractor. Hard surface areas shall be swept. Clippings and trimmings may not be blown into the street as a means of disposal.

1.6 Disposal: Contractor shall be responsible for the disposal of litter and debris from the areas maintained. Disposal shall be accomplished by delivery to the City of Lubbock Landfill or

by placement in dumpsters belonging to the Contractor. All recyclable items should be separated and recycled at any of the City's recycle centers. **No litter or debris shall be disposed of in residential dumpsters or of those belonging to commercial businesses.**

1.7 **Photographic record (before/after):** Contractor shall take a minimum of five (5) photos at various locations around the perimeter of the detention basin for each mowing frequency. The photos shall be taken prior to commencement of any work and then after all work is completed. Photos shall be delivered to the Water Treatment Representative or his/her Agent no later than 5 days after all work is completed.



Gravel Plan

M 1"=20'

N

Exhibit #1

Landscape Plan

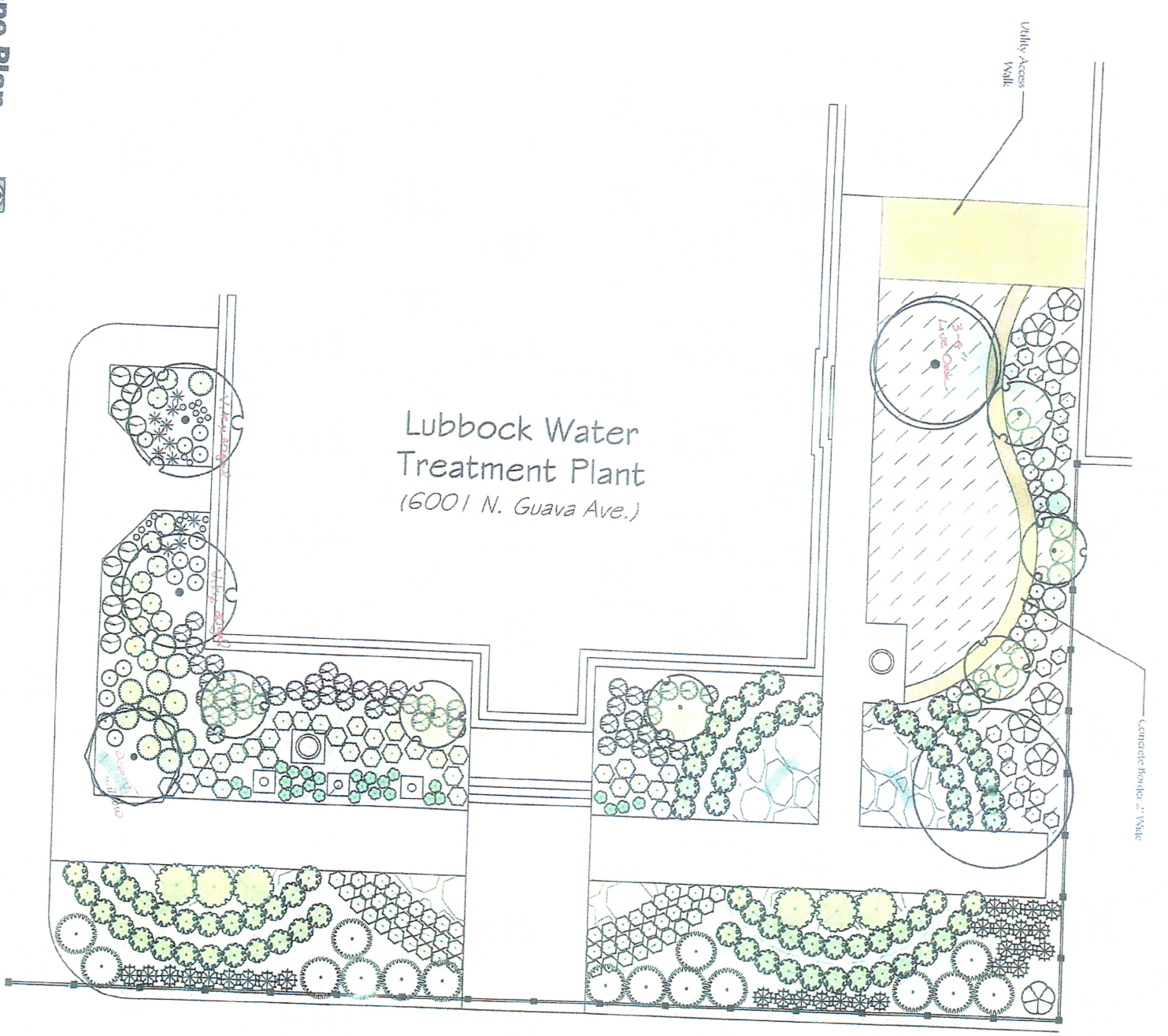


Exhibit #2

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
	CONCRETE RADIUS BENCH 6-FT3 Item #: 324-1008	3	

SYMBOL	DESCRIPTION	QTY	DETAIL
	3000 psi concrete border, 4" deep	369 sf	

PLANT SCHEDULE

TREES	QTY	BOTANICAL NAME / COMMON NAME	CONT
	2	Chilopsis linearis `Bubba` / Bubba Desert Willow	30 gal
	6	Lagerstroemia x `Natchez` / White Crape Myrtle Multi-Trunk	15 gal
	1	Quercus shumardii / Shumard Red Oak	Existing
	1	Quercus virginiana / Live Oak	B & B
	1	Vitex agnus-castus / Chaste Tree	30 gal

SHRUBS	QTY	BOTANICAL NAME / COMMON NAME	SIZE
	6	Caesalpinia Caesalpinia gilliesii / Desert Bird of Paradise	5 gal
	16	Dasylirion wheeleri / Grey Desert Spoon	5 gal
	17	Delosperma nubigenum `Yellow` / Yellow Ice Plant	4" pot
	28	Dichondra sericea / Silvereaf Ponysfoot	1 gal
	12	Hemerocallis x `Readers Vision` / Yellow Daylily	1 gal
	29	Hesperaloe parviflora `Yellow` / Yellow Yucca	3 gal
	77	Lantana x `Confetti` / Confetti Lantana	1 gal
	15	Leucophyllum frutescens `Compacta` / Compact Texas Ranger	5 gal
	12	Malvaviscus drummondii / Turk's Cap	2 gal
	71	Munienbergia capillaris `Regal Mist` TM / Regal Mist Muhly	3 gal
	12	Opuntia ellisiana / Spineless Prickly Pear	5 gal
	11	Perovskia x `Little Spire` / Russian Sage	2 gal
	52	Rhaphiolepis indica `Pinkie` / Indian Hawthorne	2 gal
	32	Rosa `Meigalpio` Red Drift / Red Drift Rose	2 gal
	12	Salvia x sylvestris `May Night` / May Night Salvia	3 gal
	26	Sedum spectabile `Autumn Joy` / Stonecrop	1 gal
	7	Spartium junceum / Spanish Broom	5 gal

GROUND COVERS	QTY	BOTANICAL NAME / COMMON NAME	CONT
	4,746 sf	Gravel James Trail Mix / R E James's Trail Mix	sf
	412 sf	Gravel River Rock 4" -8" Size / River Rock	sf

Exhibit #3

Exhibit 4



South Water Treatment

Exhibit 5



Exhibit #5

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

In compliance with the **Invitation to Bid**, the undersigned Bidder having examined the Invitation to Bid, instructions to bidders, General Conditions of the Agreement, Specifications, and being familiar with the conditions to be met, hereby submits the following bid for furnishing the material, equipment, labor and everything necessary for providing the items listed and agrees to deliver said items at the locations and for the prices set forth on the bid form and/or the bid table associated with this bid.

A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid is by reference incorporated in this contract.

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

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

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

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 3 %, net 10 calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVORED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favored customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

City of Lubbock
ITB 21-16118-YB
Landscape and Lawn Maintence
Bid Form

PowerHouse Landscape and Lawn, LLC of Wolfforth, TX

Description	Estimated Acres	Cycle	Unit Price	Total Cost
#0-1 South Water Treatment Plant	15	22	$870.00	$19,140.00
#0-2 North Water Treatment Plant	1	22	61.00	1,342.00
			Total	**$20,482.00**

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES ☑ NO ☐

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

Addenda

Bidder acknowledges receipt of addenda issued in regard to this solicitation:

Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____

Insurance Requirements

I, the undersigned Bidder certify that the insurance requirements contained in this bid document have been reviewed by me and my Insurance Agent/Broker. If I am awarded this contract by the City of Lubbock, I will be able to, within ten (10) business days after being notified of such award by the City of Lubbock, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid.

If the time requirement specified above is not met, the City has the right to reject this proposal and award the contract to another contractor. If you have any questions concerning these requirements, please contact the Director of Purchasing & Contract Management for the City of Lubbock at (806) 775-2572.

Suspension and Debarment Certification

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.
Before an award of $25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.
I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

TEXAS GOVERNMENT CODE SECTION 2252.152

The undersigned representative of the undersigned company or business, being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas, which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Lubbock Purchasing and Contract Department.

TEXAS GOVERNMENT CODE SECTION 2271.002

Company hereby certifies the following:
1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

The following definitions apply to this state statute:
(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
(2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

Vendor Acknowledgement

In compliance with this solicitation, the undersigned bidder having examined the invitation to bid, instructions to bidderrs, documents associated with the invitation to bid, and being familiar with the conditions to be met, has reviewed the information regarding:

- **Insurance Requirements**
- **Suspension and Debarment Certification**
- **Texas Government Code Section 2252.152**
- **Texas Government Code Section 2271.002**

An individual authorized to bind the company must sign the following section. Failure to execute this portion may result in bid rejection.

-------Intentionally Left Blank-------

Submission Information

THIS BID IS SUBMITTED BY PowerHouse Lawn and Landscape LLC

a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as _____ of the City of Lubbock

Tax ID No.: 45-2512062

Address: 10025 cr 7300

City: Wolfforth State: Tx Zip: 79382

M/WBE Firm:		Woman		Black American		Native American
		Hispanic American		Asian Pacific American		Other (Specify)

Please complete the information below.

By _____ Date: m 10/12/2021

Authorized Representative - must sign by hand

Officer Name and Title: Chris Hafer / Managing Member

Business Telephone Number 806.928.2287 FAX: _____

E-mail Address: Chris@phfp1.com

City of Lubbock
Water Treatment Plants
Bid Tabulation

ITB 21-16118-YB Landscape and Lawn Maintenance

Vendor/Description	Location	Estimated Acres	Cycle	Unit Cost	Total Cycle Cost	Extended Cost
#0-1 - South Water Treatment Plant						
PowerHouse Lawn and Landscape	**Lubbock, TX**	**15**	**22**	**$870.00**	**$19,140.00**	**$20,482.00**
Erlys Janitorial Services	Lubbock, TX	15	22	900.00	19,800.00	23,540.00
Center Point	Shallowater, TX	15	22	1,725.00	37,950.00	58,300.00
#0-2 - North Water Treatment Plant						
PowerHouse Lawn and Landscape	**Lubbock, TX**	**1**	**22**	**61.00**	**1,342.00**	
Erlys Janitorial Services	Lubbock, TX	1	22	170.00	3,740.00	
Center Point	Shallowater, TX	1	22	925.00	20,350.00	

Purchasing and Contract Management
Project Summary
ITB 21-16118-YB Landscape and Lawn Maintenance

Notice was published in the Lubbock Avalanche Journal on October 3 and October 10, 2021.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on Bonfire-hub.com from October 1, 2021 to October 19, 2021.
14 vendors took documents from Bonfire-hub.com
6 vendors were notified separately.
3 vendors submitted a proposal.

Information

Agenda Item

Resolution - Public Works Traffic Engineering: Consider a resolution authorizing the Mayor to execute Contract 16115, with West Texas Barricades, LLC dba Barricades Unlimited, for reflective traffic beads to be added to traffic paint used to mark City streets.

Item Summary

This annual contract is for glass traffic beads to be added to traffic paint, to make the paint reflective when applied to City streets. The traffic beads shall meet Texas Type 2 Bead, Specification P40. The beads must be shipped in 2,000-lbs tri-wall cardboard totes, be palletized to one tote per pallet, and be shipped on a flatbed truck.

The contract shall be for a term of one year, with the option of 4 one-year extensions.

In response to ITB 22-16115-YB, the following bids were submitted from two companies.

COMPANY	BID
West Texas Barricades, LLC dba Barricades Unlimited, Lubbock, Texas	$24,000
Swarco Reflex, LLC, Mexia, Texas	$24,480

Traffic Engineering recommends the contract be awarded to the lowest, qualified bidder, West Texas Barricades, for $24,000 annually.

Fiscal Impact

$24,000.00 is budgeted in the FY 2021-22 Operating Budget for pavement marking maintenance.

Staff/Board Recommending

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

Attachments

Resolution
Contract
Project Summary - Traffic Beads

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Service Contract No. 16115 for traffic bead services as per ITB 22-16115-YB, by and between the City of Lubbock and West Texas Barricades, LLC dba Barricades Unlimited, of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.ServiceContract 16115 Barricades Unlimited
11.23.21

City of Lubbock
Contract for
Traffic Beads for Annual Contract

THIS CONTRACT made and entered into this ___ day of _____, **2021**, by and between the City of Lubbock ("City"), and **West Texas Barricades, LLC dba Barricades Unlimited**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Traffic Beads for Annual Contract** and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said **Traffic Beads for Annual Contract**.

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, **Traffic Beads for Annual Contract** and more specifically referred to as Item one (1) on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.

3. The contract shall be for a term of one (1) year, with the option of four (4), one year extensions, said date of term beginning upon formal approval. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

4. Prices quoted shall be set for a period for one (1) year, said date of term beginning upon City Council date of formal approval. The rate may be adjusted upward or downward at this time at a percentage not to exceed the effective change in Consumer Price Index (CPI) or Product Price Index (PPI), which ever is most appropriate for the specific contract for the previous 12-months at the City's discretion, the effective change rate shall be based on either the local or national index average rage for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period.

5. This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written

notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

6. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
7. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
8. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
9. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
10. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.
11. Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.
12. The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign

terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

13. **The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.**

    To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contact as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

14. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

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

16. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

17. This Contract consists of the following documents set forth herein; Invitation to Bid No. 22-16115-YB, Specifications, and the Bid Form.

-----INTENTIONALLY LEFT BLANK-----

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

Daniel M. Pope, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Sharmon Owens, Director of
Traffic Operations

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

CONTRACTOR

BY

Authorized Representative

Chris Bothwell

Print Name

2002 Clovis Rd.

Address

Lubbock TX 79415

City, State, Zip Code

II. GENERAL CONDITIONS

****** PLEASE READ CAREFULLY ******

These General Conditions apply to all bids and become a part of the terms and conditions of any bid submitted. The City shall mean the City of Lubbock.

1 Quantities: The quantities appearing in this Invitation to Bid are approximate only and the City reserves the right to increase, decrease or delete any or all items. If the quantities of materials to be furnished are increased, such increase shall be paid for according to the unit prices established for the item. In making its bid hereunder, the Seller expressly recognizes the rights of the City provided herein, and further recognizes that the Seller shall have no claims against the City for anticipated profits for the quantities called for, diminished or deleted.

2 Product Guarantee: Seller guarantees equipment or product offered will meet or exceed specifications identified in this bid invitation. The Seller shall, upon request, replace any equipment or product proved to be defective and make any and all adjustments necessary without any expense to the City. If at any time, the equipment or product cannot satisfactorily meet the requirements of the specifications, the Seller shall upon written request from the City, promptly remove such equipment or product without any further expense to the City. At the City's request, Seller will provide evidence sufficient to demonstrate such equipment or product meets the foregoing.

3 Invoices: Seller shall submit separate invoices, in duplicate, on each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, shall be attached to the invoice. Mail to Accounts Payable, City of Lubbock, P.O. Box 2000, Lubbock, Texas 79457. Payment shall not be due unless and until the Seller shall not be in default under the terms of the contract, and until the above instruments are submitted after delivery. CITY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE CITY'S MASTERCARD PURCHASING CARD (PCARD). THE SELLER AGREES TO ACCEPT PCARD PAYMENTS WITHOUT ANY ADDITIONS OR SURCHARGES.

4 Delivery Delay: When delivery delay can be foreseen, the Seller shall give prior notice to the Purchasing Director, who shall have the right to extend the delivery date if reasons for delay appear acceptable. The Seller must keep the Purchasing Director informed at all times of the status of the order.

5 Damage Assessment: Default in any manner under the contract, including, but not limited to default on promised delivery, without acceptable reasons, or failure to meet specifications hereunder authorizes the Purchasing Director to purchase goods elsewhere and charge any increase in cost and handling to the defaulting Seller, and/or exercise any and all rights available to it by law, equity and/or under the terms of the contract. Every effort will be made by the Purchasing Office to locate the goods at the same or better price as than originally contracted.

6 Late Delivery Fee: The City will also have the option to charge the vendor a fee of $50.00 per vehicle per day for late delivery. Late fee applies when vendor has not requested and received prior written permission and approval from the ordering entity to make delivery after the number of days established by the contract or the purchase.

7 Packaging: Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address. (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g., box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

8 Delivery Time: Deliveries will be accepted only during receiving hours: 9:00 A.M. - 3:30 P.M., Monday through Friday, except on City holidays, at the designated location.

9 Damage: The City assumes no liability for goods delivered in damaged or unacceptable condition. The Seller must handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.

10 No Warranty By The City Against Infringements: As part of the contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to the contract will give rise to the rightful claim of any third person by way of infringement of the like. The City makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall The City be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify the City to this effect in writing within two weeks after the signing of the contract. If the City does not receive notice and is subsequently held liable for the infringement or the like, Seller will save The City harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.

11 Material Safety Data Sheets: Seller shall provide the City of Lubbock with current Material Safety Data Sheets (MSDS) for each chemical defined as hazardous under the Texas Hazard Communication Act (every chemical bearing any manner of warning label on the container) to comply with provisions of the Texas Hazard Communication Act, Title 6, Subchapter D, Chapter 502, Texas Health and Safety Code Ann. (This Act is corollary to OSHA Standard 29 CRF 1910.1200, which is generally known as the Right to Know Law.)

12 Shipment Under Reservation Prohibited: Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

13 Title & Risk Of Loss: The title and risk of loss of the goods shall not pass to the City until the City actually receives and takes possession of the goods at the point or points of delivery as provided herein.

14 No Replacement of Defective Tender: Every tender of delivery of goods must fully comply with all provisions of the contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach of the contract and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify the City of his intention to cure and may then make a conforming tender within the Contract time but not afterward.

15 Gratuities: The City may, by written notice to the Seller, cancel the contract or purchase order without liability to Seller if it is determined by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

16 Special Tools & Test Equipment: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling or equipment and any process sheets related thereto shall become the property of the City and to the extent feasible shall be identified by the Seller as such.

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

18 Warranty-Price: a. The price to be paid by the City shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by other parties for products of the kind and specification covered by the contract for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by other, or in the alternative. The City may cancel the contract without liability to Seller for breach or Seller's actual expenses. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for commission, percentage brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the City shall have the right in addition to any other right or rights to cancel the contract without liability and to deduct from the Contract price, or otherwise recover the full amount of such claimed commission, percentage, brokerage, or contingent fee.

19 Safety Warranty: Seller warrants that the product sold to the City shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970 and/or any other governmental agency standards or regulations. In the event the product does not conform to each OSHA or other standards, Seller shall be in default hereunder, and the City may exercise and of the remedy provided for herein, including but not limited to return of the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by the City will be at the Seller's expense

20 Right of Inspection: The City shall have the right to inspect the goods at delivery before accepting them.

21 Vendor retrieval of Vehicles: Vendor shall remove noncompliant vehicles (s) form City premises within five working days after receiving written notification from the ordering entity. If vehicle is not removed by vendor within the five working days time frame, the city may arrange for vehicles to be removed and secured by a local towing and storage facility. Vendor will be responsible for payment of all related towing and storage charges. The City will not be responsible for payment of all related towing and storage charges. The City will not be responsible for liable for damage or loss of noncompliant vehicles with remain on City premises, or which are removed by towing company, five working days after vendor is notification.

22 Cancellation: The City shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent and/or files bankruptcy or has bankruptcy filed against it. Such right to cancellation is in addition to and not in lieu of any other remedies which the City may have in law, equity or hereunder.

23 Termination: the City may terminate the contract or purchase order in whole, or in part. Termination hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which the contract or purchase order is terminated and the date upon which such termination becomes effective. In the event of said termination, in whole or in part, provided that Seller shall not be in default under the Contract, the Seller shall be entitled to payment only for goods actually delivered, and/or services actually performed under and in compliance with the terms of the contract or purchase order.

24 Force Majeure: Neither party shall be held responsible for losses or damages hereunder, if the fulfillment of any terms of provisions of the contract is delayed or prevented by strike, walkouts, acts of God, or public enemy, fire, or flood.

25 Assignment-Delegation: No right or interest in the contract shall be assigned or delegation of any obligation made by Seller without the written permission of the City. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

26 Waiver: No claim or right arising out of a breach of the contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

27 Interpretation-Parole Evidence: This writing, plus any specifications for bids and performance provided by the City in its advertisement for bids and any other document provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in the contract, the definition contained in the Code is to control.

28 Applicable Law: The Contract shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of the contract.

29 Right To Assurance: Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

30 Indemnification: Seller shall indemnify, defend, keep and save harmless the City, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise arise or accrue against the City in consequence of the granting of the contract or which may anywise result there from, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subcontractor or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgment shall be rendered against the City in any such action, the Seller shall, at its own expenses, satisfy discharge the same. Seller expressly understands and agrees that any bond required by the contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as herein provided.

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

32 Time: It is hereby expressly agreed and understood that time is of the essence for the performance of the contract, and failure by Seller to meet the time specifications of the contract will cause Seller to be in default of the contract.

33 Silence of Specification: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial products and practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications in this bid shall be made on the basis of this statement. The items furnished under this contract shall be new, unused, of the latest product in production to commercial trade, and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

34 Environmental Stewardship

The City of Lubbock is fully committed to environmental excellence. It is the policy of the City to demonstrate sound environmental performance by controlling and mitigating the environmental impact of City activities, operations, and services. This commitment extends to the procurement and contracting process. Contractors and suppliers selected to provide services and materials to the City are required to uphold an equally high standard. To that end all contractors and suppliers hired by the City agree to maintain full compliance with any and all applicable environmental regulations. In addition, contractors and suppliers agree to implement whatever processes and procedures necessary to reduce and eliminate pollution and wastes and conserve natural resources while under contract with the City. To the greatest extent possible, while still delivering the highest quality service or material, City contractors and suppliers, as well as any sub-contractors under their supervision, will:

- minimize waste and pollution generation;
- conserve natural resources and energy;
- minimize the use of hazardous materials by choosing the least toxic - yet effective - materials and products;
- use the highest available post-consumer content materials and products;
- recycle and/or reuse as much as is possible, waste materials; and
- incorporate into project design energy efficient fixtures, appliances and mechanical equipment.

35 THE CITY RIGHT TO AUDIT

At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

36. CONTRACTOR ACKNOWLEDGES,

Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

37. CONFIDENTIALITY

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

38. INDEMNITY

The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

REVISED

City of Lubbock
ITB 22-16115-YB
Traffic Beads
Specifications

Scope:

Traffic Beads: Texas Type 2 Bead, Specifications P40, 2,000-lbs tri-wall cardboard totes, as specified herein.

1. *Glass Beads*
    1. *Texas Type 2 Beads*
    2. *Specification P40*

2. *Scope of Service for Glass Beads:*
    1. *Must be shipped in 2,000-lbs tri-wall cardboard totes.*
    2. *Must be palletized to one tote per pallet.*
    3. *Must be shipped on a flatbed truck.*
    4. *MSDS sheets must accompany each shipment.*

Contract Term:

The contract shall be for a term of one (1) year, with the option of four (4), one (1) year extensions, said date of term beginning upon formal approval.

Alternate Bids:

The apparent low bidder will be required to submit within five business days of notification, and prior to award of contract:

- Traffic Bead Specifications for City Traffic Engineer approval.

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

In compliance with the **Invitation to Bid**, the undersigned Bidder having examined the Invitation to Bid, instructions to bidders, General Conditions of the Agreement, Specifications, and being familiar with the conditions to be met, hereby submits the following bid for furnishing the material, equipment, labor and everything necessary for providing the items listed and agrees to deliver said items at the locations and for the prices set forth on the bid form and/or the bid table associated with this bid.

A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid is by reference incorporated in this contract.

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

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

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

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net _____ calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVORED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favored customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

City of Lubbock
ITB 22-16115-YB
Traffic Beads
Bid Form

West Texas Barricades, LLC dba Barricades Unlimited of Lubbock, TX

Description	QTY (+/-)	U/M	Unit Price	Total Cost	**Delivery days ARO
#0-1 Texas Type 2 Bead, Specification P40 Tri Wall Cardboard Totes	48,000	lbs	$0.50	$24,000.00	10
			Total	**$24,000.00**	

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES ☑ NO ☐

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

Addenda

Bidder acknowledges receipt of addenda issued in regard to this solicitation:

Addenda No. 1 Date 10/26/2021
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

Insurance Requirements

I, the undersigned Bidder certify that the insurance requirements contained in this bid document have been reviewed by me and my Insurance Agent/Broker. If I am awarded this contract by the City of Lubbock, I will be able to, within ten (10) business days after being notified of such award by the City of Lubbock, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid.

If the time requirement specified above is not met, the City has the right to reject this proposal and award the contract to another contractor. If you have any questions concerning these requirements, please contact the Director of Purchasing & Contract Management for the City of Lubbock at (806) 775-2572.

Suspension and Debarment Certification

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.
Before an award of $25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.
I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

TEXAS GOVERNMENT CODE SECTION 2252.152

The undersigned representative of the undersigned company or business, being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas, which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Lubbock Purchasing and Contract Department.

TEXAS GOVERNMENT CODE SECTION 2271.002

Company hereby certifies the following:
1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

The following definitions apply to this state statute:
(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
(2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

Vendor Acknowledgement

In compliance with this solicitation, the undersigned bidder having examined the invitation to bid, instructions to bidderrs, documents associated with the invitation to bid, and being familiar with the conditions to be met, has reviewed the information regarding:

- **Insurance Requirements**
- **Suspension and Debarment Certification**
- **Texas Government Code Section 2252.152**
- **Texas Government Code Section 2271.002**

An individual authorized to bind the company must sign the following section. Failure to execute this portion may result in bid rejection.

-------Intentionally Left Blank-------

Submission Information

THIS BID IS SUBMITTED BY West Texas Barricades LLC, DBA Barricades Unlimited

a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Tax ID No.: 46-0835016

Address: 2002 Clovis Rd

City: Lubbock State: TX Zip: 79415

M/WBE Firm:						
		Woman		Black American		Native American
		Hispanic American		Asian Pacific American		Other (Specify)

Please complete the information below.

By _____ Date: 11-2-21

Authorized Representative - must sign by hand

Officer Name and Title: James Springer - Director of Pavement Markings

Business Telephone Number 806-755-1520 FAX: 806-744-7148

E-mail Address: jamess@barricadesunlimited.com

City of Lubbock
Traffic Operations
Bid Tabulation

ITB 22-16115-YB Traffic Beads

Vendor/Description	Location	QTY (+/-)	U/M	Unit Cost	Extended Cost
#0-1 - Traffic Beads					
West Texas Barricades, LLC dba Barricades Unlimited	**Lubbock, TX**	**48,000**	**Lbs**	**$0.50**	**$24,000.00**
Swarco Reflex, LLC	Mexia, TX	48,000	Lbs	0.51	24,480.00

Purchasing and Contract Management
Project Summary
ITB 21-16115-YB Traffic Beads

Notice was published in the Lubbock Avalanche Journal on October 10 and October 17, 2021.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on Bonfire-hub.com from October 8, 2021 to October 26, 2021.
10 vendors took documents from Bonfire-hub.com
2 vendors submitted a proposal.

Information

Agenda Item

Resolution - Solid Waste: Consider a resolution authorizing the Mayor to execute Contract 16220, by and between the City of Lubbock, and Waste Connections of Texas DBA Caprock Waste, for dumpster renovation and refurbishment.

Item Summary

The Solid Waste Department routinely requires the repair or refurbishing of dumpsters due to regular wear and tear. This work requires specialty skills, materials and equipment which is why the City outsources this work.

In response to ITB21-16220-MA, one bid from Caprock Waste was received and opened on November 9, 2021. Staff recommends award of this contract to Waste Connections of Texas DBA Caprock Waste of Lubbock, Texas, for dumpster renovation and refurbishment. The bidder did request clarification that the City will deliver and pickup all dumpsters which is consistent with the current work flow.

Fiscal Impact

This work will be performed on a time and material basis, and $270,000 is budgeted for this contract in the Solid Waste FY 2021-22 Operating Budget.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution - Caprock Waste, Dumpster Repair

Contract 16220 - Caprock Waste, Dumpster Repair

Bid Specifications

Project Summary - Dumpster Repair

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 16220, as per ITB 21-16220-MA, for dumpster renovation and refurbishment, by and between the City of Lubbock and Waste Connections of Texas DBA Caprock Waste of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

RES.Contract No. 16220, Dumpster Renovation and Refurbishment-Caprock Waste
12.9.21

CITY OF LUBBOCK, TX
CONTRACT FOR SERVICES
Renovate and Refurbish Dumpsters

THIS CONTRACT, made and entered into this ____ day of_____, 20____, pursuant to a resolution heretofore adopted by the City of Lubbock, Texas, by and between the City of Lubbock ("City"), and Waste Connections of Texas DBA Caprock Waste, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Renovations and Refurbish Dumpsters and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City of Lubbock has heretofore adopted a resolution authorizing the acceptance of such bid, and the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery to renovate and refurbish dumpsters.

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with City's specifications and Contractor's bid, copies of which specifications and bid are attached hereto and made part hereof, Contractor will deliver to the City, Renovations and Refurbish Dumpsters, Contract specifically referred to in the Bid Form as Items one (1) through twenty-two (22)and more particularly described in the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein The Contractor shall perform the work according to the procedure outlined in the specifications and Bid Form attached hereto and incorporated herein.

3. The contract shall be for a term of one (1) year, said date of term beginning upon formal approval. The contract may be renewed for additional four (4) year terms under the same term and conditions upon written agreement from both parties. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may

4. This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

5. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

6. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

7. Insurance Requirements

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

TYPE OF INSURANCE	COMBINED SINGLE LIMIT
General Liability	General Aggregate $1,000,000
Commercial General Liability	Products-Comp/Op AGG$1,000,000
Per Occurrence	Contractual Liability $1,000,000
	Med Exp (Any one Person) $1,000,000
Automotive Liability	
Any Auto	Per Occurrence $1,000,000
Workers Compensation	$500,000
Employers' Liability	$1,000,000

OTHER: COPIES OF ENDORSEMENTS ARE REQUIRED
City of Lubbock named as additional insured on Auto/General Liability on a primary and non-contributory basis.
To include products of completed operations endorsement.
Waiver of subrogation in favor of the City of Lubbock on all coverages

INSURANCE COVERAGE REQUIRED

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

SECTION C. The Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

The City of Lubbock shall be named as an additional insured on a primary and non-contributory basis and shall include a waiver of subrogation in favor of the City on all liability coverage's except professional liability. A waiver on subrogation will be required on worker's comp coverages. All Copies of the Certificates of Insurance and all applicable endorsements are required.

ADDITIONAL POLICY ENDORSEMENTS

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

REQUIRED PROVISIONS

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

A. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;
B. Provide for 30 days' notice to the City for cancellation, nonrenewal, or material change;
C. Provide for notice to the City at the address shown below by registered mail;
D. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
E. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

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

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

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

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

9. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

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

11. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of

such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

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

13. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract insurance requirements.

14. Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

15. The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

16. **The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.**

    To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contact as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

17. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a

company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

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

19. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

20. This Contract consists of the following documents set forth herein; Invitation to Bid No. 21-16220-MA, Specifications, and the Bid Form.

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

Daniel M. Pope, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Brenda A. Haney, P.E., Director of Solid Waste

APPROVED AS TO FORM:

Ryan Brooke, Assistant City Attorney

CONTRACTOR

BY

Waste Connections of Texas DBA
Caprock Waste
Authorized Representative

Richard Tow

Print Name

5813 E Fm 40

Address

Lubbock Tx 79403

City, State, Zip Code

ITB 21-16220-MA
Renovate and Refurbish Dumpsters
BID FORM

#	Description	Quantity Required	UOM	Delivery Days ARO	Unit Price	Total Cost
#0-1	**Complete repair/refurbishing of container – steel bottom, add steel tubular-stopper as needed: Two-Cubic yard, side loading containers (as specified herein)**	25	EA	7	$ 575.00	$ 14,375.00
#0-2	**Complete repair/refurbishing of container – steel bottom, add steel tubular-stopper as needed: Three-Cubic yard, side loading containers (as specified herein)**	2080	EA	7	$ 575.00	$ 1,196,000.00
#0-3	**Complete repair/refurbishing of container – steel bottom, add steel tubular-stopper as needed: Four-Cubic yard, side loading containers (as specified herein)**	90	EA	7	$ 575.00	$ 51,750.00
#0-4	**Complete repair/refurbishing of container – plastic bottom, add steel tubular-stopper as needed: Two-Cubic yard, side loading containers (as specified herein)**	25	EA	7	$ 575.00	$ 14,375.00
#0-5	**Complete repair/refurbishing of container – plastic bottom, add steel tubular-stopper as needed: Three-Cubic yard, side loading containers (as specified herein)**	630	EA	7	$ 575.00	$ 362,250.00
#0-6	**Complete repair/refurbishing of container – plastic bottom, add steel tubular-stopper as needed: Four-Cubic yard, side loading containers (as specified herein)**	90	EA	7	$ 575.00	$ 51,750.00
#0-7	**Complete repair/refurbishing of container – steel bottom and plastic bottom, add steel tubular-stopper as needed. One and a half-Cubic yard, side loading containers (as specified herein)**	5	EA	7	$ 755.00	$ 3,775.00
#0-8	**Complete repair/refurbishing of container – steel bottom and plastic bottom, add steel tubular-stopper as needed. Two Cubic yard, side loading containers (as specified herein)**	5	EA	7	$ 755.00	$ 3,775.00
#0-9	**Complete repair/refurbishing of container – steel bottom and plastic bottom, add steel tubular-stopper as needed. Three-Cubic yard, side loading containers (as specified herein)**	25	EA	7	$ 755.00	$ 18,875.00
#0-10	**Complete repair/refurbishing of container – steel bottom and plastic bottom, add steel tubular-stopper as needed. Four-Cubic yard, side loading containers (as specified herein)**	20	EA	7	$ 755.00	$ 15,100.00

#0-11	**Repair, paint and replace lids with new plastic lids and add steel tubular-stopper as needed: One and a half-Cubic yard, side loading containers (as specified herein)**	5	EA	7	$ 375.00	$ 1,875.00
#0-12	**Repair, paint and replace lids with new plastic lids and add steel tubular-stopper as needed: Two-Cubic yard, side loading containers (as specified herein)**	5	EA	7	$ 375.00	$ 1,875.00
#0-13	**Repair, paint and replace lids with new plastic lids and add steel tubular-stopper as needed: Three-Cubic yard, side loading containers (as specified herein)**	15	EA	7	$ 375.00	$ 5,625.00
#0-14	**Repair, paint and replace lids with new plastic lids and add steel tubular-stopper as needed Four-Cubic yard, side loading containers (as specified herein)**	10	EA	7	$ 375.00	$ 3,750.00
#0-15	**Repair, paint and replace lids with new steel lids and add steel tubular- stopper as needed: Two-Cubic yard, side loading containers (as specified herein)**	5	EA	7	$ 700.00	$ 3,500.00
#0-16	**Repair, paint and replace lids with new steel lids and add steel tubular- stopper as needed: Three-Cubic yard, side loading containers (as specified herein)**	8	EA	7	$ 700.00	$ 5,600.00
#0-17	**Repair, paint and replace lids with new steel lids and add steel tubular- stopper as needed: Four-Cubic yard, side loading containers (as specified herein)**	7	EA	7	$ 350.00	$ 2,450.00
#0-18	**Paint container only and add steel tubular-stopper as needed: One and a half-Cubic yard, side loading containers (as specified herein)**	5	EA	7	$ 350.00	$ 1,750.00
#0-19	**Paint container only and add steel tubular-stopper as needed: Two-Cubic yard, side loading containers (as specified herein)**	10	EA	7	$ 350.00	$ 3,500.00
#0-20	**Paint container only and add steel tubular-stopper as needed: Three-Cubic yard, side loading containers (as specified herein)**	75	EA	7	$ 350.00	$ 26,250.00
#0-21	**Paint container only and add steel tubular-stopper as needed: Four-Cubic yard, side loading containers (as specified herein)**	30	EA	7	$ 350.00	$ 10,500.00
#0-22	**Paint container light blue (sky blue or powder blue) and modify container by adding metal chutes to metal lid for recycling of accepted commodities (as specified herein)**	30	EA	7	$ 650.00	$ 19,500.00

CITY OF LUBBOCK

SOLID WASTE SERVICES

SPECIFICATIONS FOR REFURBISHING SIDE LOADING

GENERAL SPECIFICATIONS:

It is the intent of the City of Lubbock, Texas, to secure bids for repairs/refurbishing maintenance of one-and-a-half cubic yard (1 ½); two (2) cubic yard, three (3) cubic yard and four (4) cubic yard Side Loading containers.

Each container must be re-stenciled on the front and inverted under right lift arm, (facing container) with glossy black spray lacquer with 3" high X 13/4" wide serial numbers. Serial numbers will be provided by the Solid Waste Services Department. Each serial number must include an R, the year of repair and a dash – before each serial number provided by the department. For example, **R14-(serial number provided by department)**.

In addition, the letters "Keep Lids Closed" must be stenciled on the front center (below lids) with glossy black spray lacquer with 3" high X 13/4" wide letters.

The contractor shall protect and save harmless the owner from all and every demand for damages, royalties or fees on any patented invention used by him/her in connection with the work done or materials furnished under this contract; provided, however, that if any patented materials, machinery, appliance or invention is clearly specified in this contract, then, and in the event, the cost of procuring the rights of use and legal release or indemnity determined and directed to be included in the bid price at the time the proposal is submitted.

Strike this Sentence

Prices bid shall include delivery to 1631 84th Street, Lubbock, Texas or alternate delivery site as directed by the Solid Waste Services Department.

All containers shall be guaranteed for twelve (12) months after delivery against defective workmanship and materials.

All materials will be furnished by vendor.

Containers to be refurbished will be checked out to successful bidder by City serial number noting type of repairs to be completed and checked back in when completed. Vendor shall be paid on the number of completed containers for each category of repair. Successful bidder shall pick up containers to be repaired from 1631 84th Street or alternate pick up location, and return completed containers to Solid Waste Services Department Container Section at the same address. Containers will be loaded and unloaded by City of Lubbock personnel.

Strike this Sentence

The number of containers to be refurbished weekly will be determined by Solid Waste Services Department and the determined number will be given to the bidder. At least 1/12th or less, of the total number of dumpsters in the bid will be refurbished on a monthly basis.

The following are minimum specifications for the refurbish/repair work to be done:

1. STEEL

All steel metal shall be hot-rolled commercial quality steel.

Container bottom, front, rear and sides when necessary, welded continuously on the interior: Side Loading - 12 gauge. Container lids welded continuously on the interior: Side Loading - 16 gauge.

Container bottom when necessary shall be hot rolled commercial quality steel.

Container bottom shall include two skids, which will be part of the sides: Side Loading - 12 gauge. Bumper angle will be located in front of the lift arm and will be 2" x 3" x 1/4" x 20" long angle iron. The angle will wrap around the corner from the front of the container.

Welds shall be continuous on the interior and exterior of the container, except where stated to the contrary, and shall form a secure bond between metals. Puddling and splattering are unacceptable.

2. Polyethylene/Plastic Bottoms

When plastic bottoms are requested in lieu of steel bottom, container bottom shall be made of 3/16" high molecular weight polyethylene, seamless extending a minimum of ten (10) inches up the inside wall of the container. The City Of Lubbock will accept bottoms produced by Bryan Container Company, Bryan, TX (888.611.3333), or approved equal.

Dimensions of plastic bottoms from Brian Container Company are as follows:

2 cubic yard = 37 7/8 inches
3 cubic yard = 47 ½ inches
4 cubic yard = 47 ½ inches

Specifications for installing plastic bottoms from Bryan Container Company: After construction of metal box with cross members on the bottom, insert plastic bottom from top. To secure plastic bottom to metal container, either pop rivet or weld Z bars to side of container.

SEE ATTACHMENT A.

3. STEEL TUBULAR LID-STOPPER

Tubular lid-stopper shall be constructed of ¾ " round steel tubing. 16" long with two (2) 4" legs. Legs shall be welded to the steel portion of the container.

SEE EXAMPLE PICTURED IN ATTACHMENT B1.

4. LIDS

Lids shall be made in three (3) parts, with the rear lid to be constructed of 16 gauge hot-rolled steel for Side Loading containers and hinged with 3/4" pipe. Front lids shall be plastic, manufactured independent of each other and hinged to rear lid with 1/2" solid steel rod.

Rear lid shall be 15" X 60" constructed of 16 gauge hot-rolled steel for Side Loading containers. Color shall be sandalwood brown or similar color to match existing containers.

Front lids, 30" long X 29" wide shall be .250" thick and shall weigh seven (7) pounds and be composed of 100% recycled materials. Front edge of lid shall have two finger grips for added stiffening and convenience in opening the lid.

Front lid outside ears shall be slightly thicker to deter splitting of plastic lid. Front lid color shall be black, with the City of Lubbock logo and the letters, "Lubbock, Texas" embossed (molded) on each small lid.

Front lids must be designed with extra high ribs to provide structural strength, durability, and prevent sagging in hot weather. Front lid color and design must match the current lid used by the City of Lubbock.

Front lids must be guaranteed not to chalk, split or crack due to ultraviolet exposure for (3) three years from date of delivery.

When directed by Solid Waste Services, front lids may be requested as: 16 gauge hot-rolled commercial quality steel.

4a. MODIFICATIONS

For three (3) cubic yard and four (4) cubic yard Side Loading containers:
When directed by Solid Waste Services, the 16 gauge hot-rolled commercial quality steel front lids shall be modified by adding chutes constructed of 16 gauge hot-rolled steel.

Chute additions shall be painted light blue (sky blue or powder blue) to match current color used by City.

SEE EXAMPLES PICTURED IN ATTACHMENT B2.

5. CLEANING

All welds shall be cleaned to bright metals and shall be free of all foreign material, slag, rust, dirt, oil or other material which will show an unevenness after painting. Failure to do so shall be cause for rejection until deficiency is correct.

6. PAINTING

The interior and exterior of the containers shall be painted with a two (2) coat system consisting of a corrosion inhibitive fast drying primer followed by a high gloss acrylic enamel finish coat. Primer coat shall be a fast dry zinc chromate. The finish coat shall be a high gloss, quick drying, acrylic enamel paint. Paint shall be clean and free from foreign material and shall be applied evenly without runs or sags.

For two (2 cubic yard, three (3) cubic yard and four (4) cubic yard Side Loading containers, the finish color shall be sandalwood brown or similar color to match existing containers.

When directed by Solid Waste Services, for three (3) cubic yard and four (4) cubic yard Side Loading containers, the finish color shall be light blue (sky blue or powder blue) or similar color to match existing recycling containers.

The above primer and paint shall be applied on the interior and exterior of the containers.

The containers must be cleaned of all foreign material, slag, rust, dirt, oil or other material before the primer and paint are applied to ensure adhesion of the primer and paint.

Paint shall be guaranteed for one (1) year against cracking, checking or loss of adhesion and appreciable color change or chalking of the finish coat of paint.

SEE ATTACHMENTS C & D

7. SPECIFICATION VARIATIONS

Variations from these specifications WILL NOT BE ACCEPTABLE.

8. SHOP DRAWING

Bidder will furnish Shop Drawing depicting his proposal for refurbishing the different sizes of Side Loading containers.

Shop Drawing is to be submitted with bid.

9. CATEGORIES OF REPAIRS/REFURBISHING

A complete refurbish includes replacing, as needed, the front, back and both sides with 12 gauge steel as far up as needed to get the container back to reusable condition. A complete refurbish also consists of painting of the interior and exterior and putting new lids on the container.

Work to be performed by successful bidder shall include one or more of the following categories of repairs/refurbishing:

1. **Complete repair/refurbishing of container – Steel bottom.**
Bottom and front and rear and sides: 12 gauge hot-rolled commercial quality steel for Side Loading containers, welded continuously on the exterior of the container.

Skids welded in place on existing containers:
Side Loading – 12 gauge.
Replacement of lids.
Paint will be applied according to specifications.

2. **Complete repair/refurbishing of container – Plastic bottom.**
Front, rear and sides: 12 gauge hot-rolled commercial quality steel for Side Loading containers, welded continuously on the exterior of the container.

Bottom: 3/16" high molecular weight polyethylene, seamless extending a minimum of ten (10) inches up the inside wall of the container.

Skids welded in place on existing containers:
Side Loading – 12 gauge.
Replacement of lids.
Paint will be applied according to specifications.

3. Repair, paint and replace lids.

- Plastic and metal lids will be replaced with new plastic lids.
- If metal lids are requested, repair of metal lids and/or the placement of metal lids: Side Loading - 16 gauge hot rolled.
- Paint will be applied according to specifications.

4. Painting of container only.

- Paint will be applied according to specifications.

5. Repair and replace roll-off metal containers, hinges, locks and 12 gauge metal rail nose rollers, doors and steel roller shaft..

SEE EXAMPLES & DRAWING IN ATTACHMENTS E, F AND G.

See Attachment E for the preferred placement of reinforcing side plates.
See Attachment F for the preferred placement of bottom channels and chain attachment.
See Attachment G for container drawing.

Sample containers may be seen by bidder at 1631 84th Street, Solid Waste Services Container Section.

10. QUANTITY OF CONTAINERS – MORE OR LESS

1. Complete repair/refurbishing of container – steel bottom and add tubular lid-stopper as needed:
   - Estimated 745 (More or Less) Side Loading (approx. 14 per week)
     - ⇒ 25 - 2 cubic yards
     - ⇒ 630 - 3 cubic yards
     - ⇒ 90 - 4 cubic yards

2. Complete repair/refurbishing of container – plastic bottom and add tubular lid-stopper as needed:
   - Estimated 745 (More or Less) Side Loading (approx. 14 per week)
     - ⇒ 25 - 2 cubic yards
     - ⇒ 630 - 3 cubic yards
     - ⇒ 90 - 4 cubic yards

3. Complete repair/refurbishing of container – steel bottom and plastic bottom, add steel tubular-stopper as needed:
   * Estimated 2,110 (More or Less) Side Loading (approx. 40 per week)
     - ⇒ 5 – 1 ½ cubic yards
     - ⇒ 5 – 2 cubic yards
     - ⇒ 2,080 - 3 cubic yards
     - ⇒ 20 – 4 cubic yards

4. Repair, paint and replace lids with new plastic lids and add tubular lid-stopper as needed:
   * Estimated 30 (More or Less) Side Loading (as needed)
     - ⇒ 5 – 1 ½ cubic yards
     - ⇒ 5 - 2 cubic yards
     - ⇒ 15 - 3 cubic yards
     - ⇒ 10 - 4 cubic yards

4. Repair, paint and replace lids with new steel lids and add tubular lid-stopper as needed
   - Estimated 20 (More or Less) Side Loading (as needed)
     - ⇒ 5 - 2 cubic yards
     - ⇒ 8 - 3 cubic yards
     - ⇒ 7 - 4 cubic yards

(includes replacement of damaged plastic or metal lids with new plastic lids; and replacement of damaged plastic or metal lids with new metal lids, as per direction of Solid Waste Services)

5. Painting of container only and add tubular lid-stopper as needed:
   * Estimated 115 (More or Less) Side Loading (approx. 2 per week)
     - ⇒ 5 – 1 ½ cubic yards
     - ⇒ 10 - 2 cubic yards
     - ⇒ 75 - 3 cubic yards
     - ⇒ 30 - 4 cubic yards

6. Modify three cubic yard and four cubic yard containers by adding metal chute and painting of chute and container.
   - Estimated 30 (More or Less) Side Loading (as needed)
     ⇒ 30 – 3 or 4 cubic yards

SEE ATTACHMENT H

11. QUALIFICATION OF BIDDER

Bidders must be able to demonstrate experience and successful completion of large-scale metal fabrication projects.

12. TERM OF CONTRACT

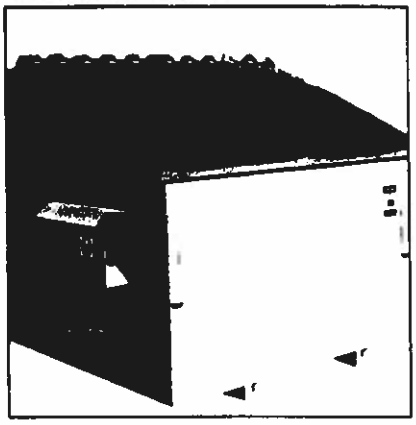
The terms of the bid will be for one year with the option to renew annually up to four (4) additional years upon mutual written agreement of both parties.

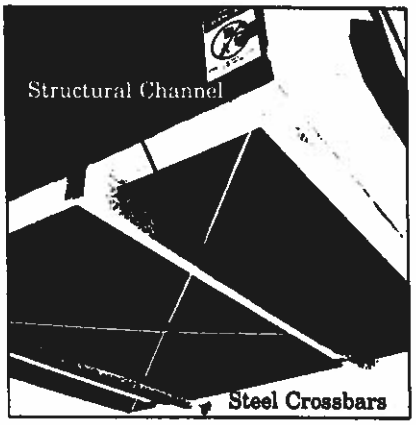
At annual renewal, the rates may be adjusted upward or downward at a percentage not to exceed the effective change in the Consumer Price Index (CPI) or Product Price Index (PPI), whichever is most effective for the specific contract for the previous 12-months. At the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period.

ATTACHMENT A

The Extended-Life Container

10-Year Warranty Against Rust-Out



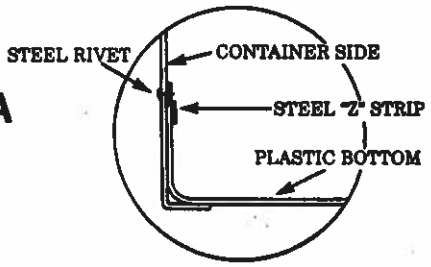


Our container offers a unique, low-maintenance option for the waste collection industry. The Extended-Life Container features a plastic pan supported by structural steel members and held in place by our proprietary steel "z" strips.

Our steel reinforced plastic bottom offers:

- **Rust-free bottoms**
- **Less noise**
- **Lighter weight**
- **Less stress on trucks**
- **At least $30 a year in fuel savings**
- **High impact resistance**

ATTACHMENT A



We've been using these containers for years with no problems. As soon as we finish converting our inventory to Extended-Life Containers, we will be out of the bottom replacement business entirely.

Bill Morrison, Operations Supervisor, Solid Waste, City of Bryan

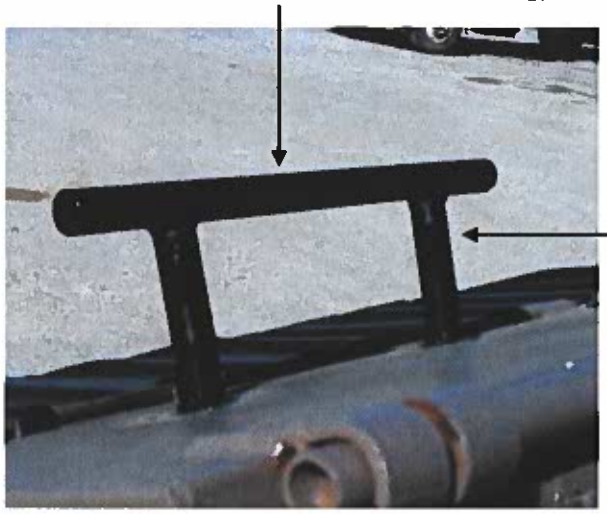
Bryan Containers

The Next Step in Container Evolution

Bryan Container Company, Inc. ▪ P.O. Box 32 ▪ Bryan, Texas 77806
Telephone: 409/822-7098 ▪ Toll Free: 888/611-3333 ▪ Fax: 409/775-0319

ATTACHMENT B1 – STEEL TUBULAR LID-STOPPER

16" (¾ round steel tubing)



4" (¾ round steel tubing)

Pipe dimensions = 3/4 " round steel tubing





ATTACHMENT B2

Modifications – 3 cubic yard & 4 cubic yard containers



16 gauge Chute



ATTACHMENT C

MPI #95 Quick Drying Metal Primer

Back to Main Page

Master Painters Institute
Approved Product List

< Previous | Product Index Alphabetical | Product Index by MPI Number | Next >

ATTACHMENT C

MPI #95 Q.D. Primer for Aluminum

A solvent based, alkyd or modified alkyd type, quick drying, anti corrosive metal primer for cleaned interior and exterior steel and prepared aluminum. This coating can be used in residential, commercial and industrial locations that are exposed to light corrosive atmospheres. This primer can be finish coated with conventional latex and alkyd paints as well as MPI #96 Quick Drying Gloss and #110 High Performance Latex. Application is by airless and conventional spray equipment, and can be touched-up by brush.

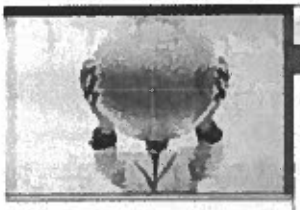
[Characteristics reviewed include corrosion resistance and dry time. See MPI 'Evaluated Performance' Specs for complete details, specific requirements, and/or reference specs.]

MPI VOC Ranges (grams/L.)	E3 <401 g/L	E2 401 — 450 g/L	E1 451 — 550 g/L	Blanks may indicate information unavailable.

Listing Mfr	Label	Product Name	Code	E Range
Benjamin Moore	Benjamin Moore	Rapid Dry Metal Primer	CM05	2
California Paints	H.P. Industrial	Prime Line Metal Primer - Grey	1704	2
Cloverdale Paint		Quick Dry Non-Lifting Metal Primer	71312	1
Color Wheel CGI	Contractor's Choice	Ironize Inhibitive Primer	640	3
Columbia Paint CGI	Industrial	Universal Low VOC Phenolic Primer	07-576-PP	2
Columbia Paint CGI	Industrial	Lead-Free Primer - Red	07-437-PP	1
Columbia Paint CGI	Industrial	Lead Free Primer - Gray	07-426-PP	1
Coronado Paint		Quick Dry Alkyd Metal Primer	895 Line	1
Frazee CGI		Metal Prime	661	1
General Paint CGI		Q.D. Anti Corrosive Primer Red/Grey	06-154/160	1
Griggs Paint		Deer Valley QD Grey Primer	200A04	3
ICI Paints	Devoe Coatings	Devguard T & S Primer	4160	2
ICI Paints	Devoe/Fuller	Surmax	DP27915/17	2
ICI Paints	Devoe Coatings	Rustguard QD Shop Coat Primer	4140	3
ICI Paints (Canada)	Devoe	Devguard	4160	2
Miller Paint CGI		Aluminum & Ferrous Metal Primer	484	2
Miller Paint CGI	PPG	Zinc Chromate Primer	6-204	3
Mills Paint	Superior Quality	Fast Dry White Barrier Primer	551	
Northern Paint	Colorlox	Fast Dry Gray Primer	601-58	
Para Paints	Insl-X	Speedy Metal Primer	MP-915	2
Parker Paint CGI	Parker Paint	Overlay Red Primer	1679	2
Porter Paints	U-Prime	Fast Dry Universal Primer	266	2
PPG	Speedhide	Quick Dry Metal Primer	6-204	3
Rodda Paint	Professional Maint	Barrier III HS	708295X	3
Sico Coatings	Rust-Oleum	Speedy Dry	1573	1
Spectra-Tone CGI	Insl-X	Speedy Metal Primer	MP-915	
Tower Paint		Red Oxide Metal Primer	T110	2

ATTACHMENT D





history
values
locations
events
what's new

For Dallas/Fort Worth, Wichita Falls, Waco, Tyler areas

Name: The Barry Group, L.L.C.
Phone: 972-312-8448
Fax: 972-312-8408



For Houston, College Station, Pasadena, Beaumont areas

Name: The Barry Group, L.L.C.
Phone: 281-445-9011
Fax: 281-445-9090

ATTACHMENT D

For San Angelo, Midland, Abilene, Amarillo, Lubbock, El Paso areas

Name: The Barry Group, L.L.C.
Phone: 806-748-8183
Fax: 806-748-8193

800.326.7681
Joseph S. Barry, President

For Austin, San Antonio, Corpus Christi, Laredo areas

Name: The Barry Group, L.L.C.
Phone: 512-899-9755
Fax: 512-899-9744

Return to the Local Rep page.



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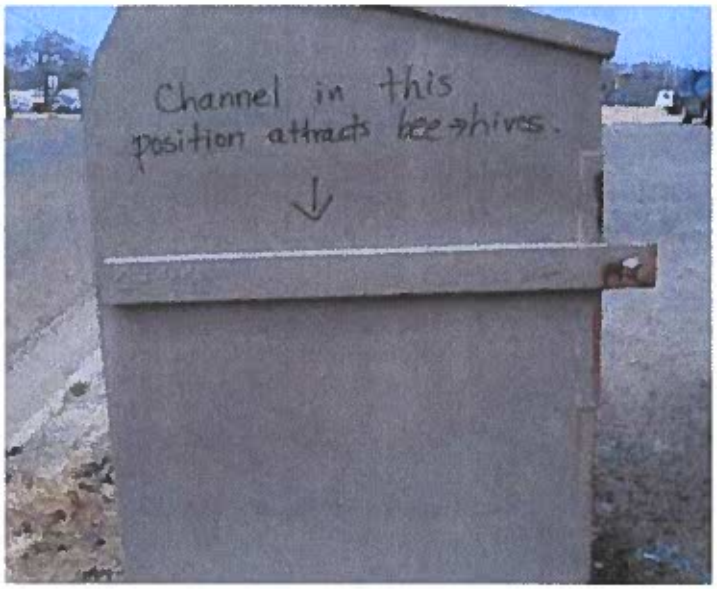
ATTACHMENT E

Preferred placement for reinforcing side plate.



Incorrect placement for reinforcing side plates.



ATTACHMENT F

Preferred placement of Bottom Channels.

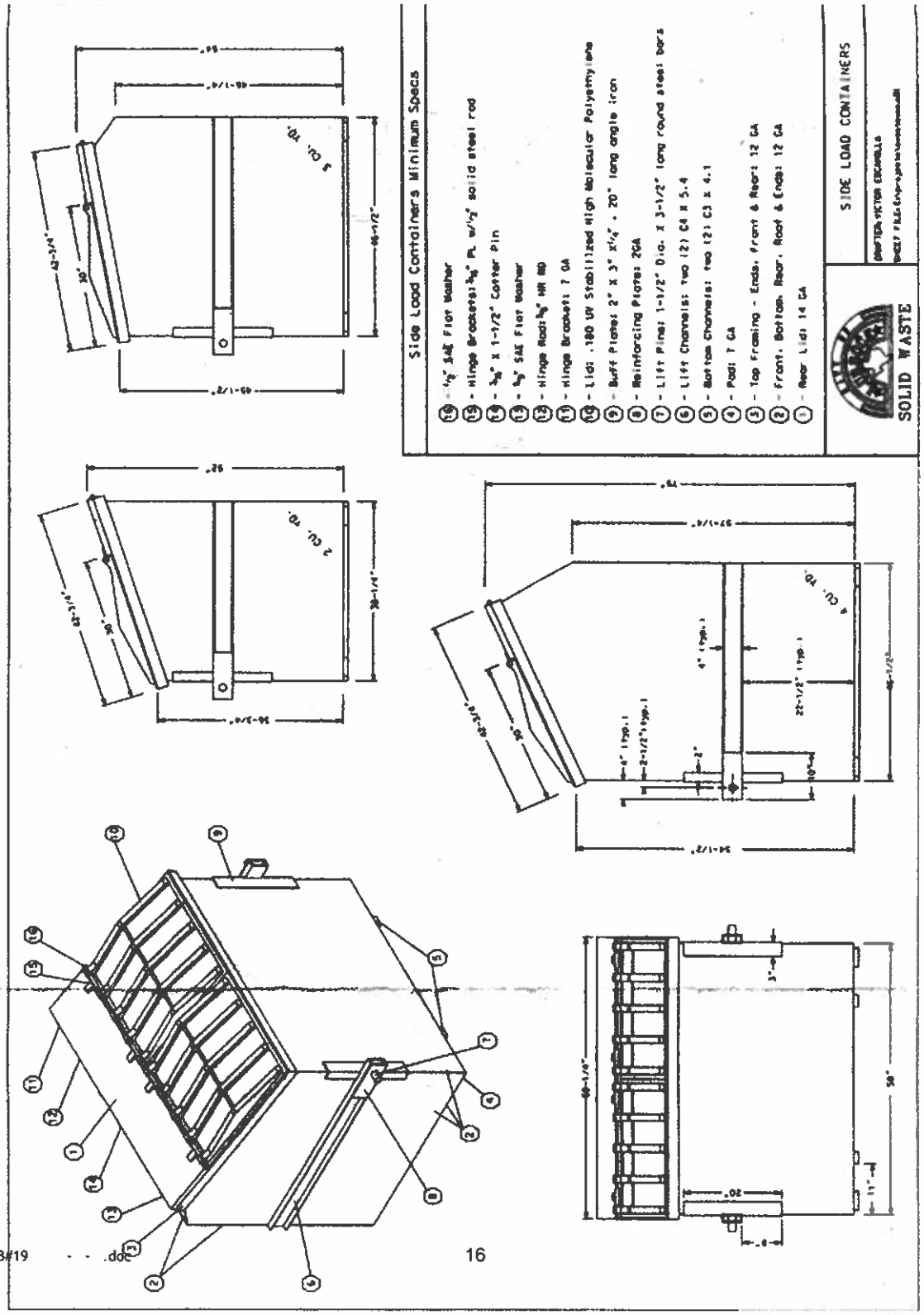


Chain attachment - metal lids portion to side of dumpster.



NEW CONTAINER SPECIFICATION - FOR REFERENCE FOR RENOVATIONS/REFURBURSHING

ATTACHMENT G – DRAWING - COMPLETE



CAPROCK WASTE
Connect with the Future

November 8, 2021

Dear Marta Alvarez,

Director of Purchasing and Contract Management

City of Lubbock

1314 Avenue K, 9th floor

Lubbock, Texas 79401

On the "Specifications for Refurbishing Side Loading" document. Under the "General Specifications" we propose the removal of two (2) sentences from the scope of work and are highlighted in the submittal of our bid packet. Our bid is contingent on these two sentences being removed from the scope of the work as we are ONLY bidding on the container refurbishing and not pick-up and delivery.

We would like to strike these terms from the bid specifications as the City of Lubbock has always delivered containers for repair and picked up repaired containers from our facility. Since we have never and would not provide the pick-up and delivery services for this project we propose to strike it from the agreement.

Sentence 1: "Prices bid shall include delivery to 1631 84th St. Lubbock, Texas or alternate delivery site as directed by the Solid Waste Services Department."

Sentence 2: "Successful bidder shall pick up containers to be repaired from 1631 84th St. or alternate pick up location, and return completed containers to Solid Waste Services Department Container Section at the same address."

Sincerely,

Richard Tow

District Manager

Waste Connections

254-715-4917

richard.tow@wasteconnections.com

CITY OF LUBBOCK

SOLID WASTE SERVICES

SPECIFICATIONS FOR REFURBISHING SIDE LOADING

GENERAL SPECIFICATIONS:

It is the intent of the City of Lubbock, Texas, to secure bids for repairs/refurbishing maintenance of one-and-a-half cubic yard (1 ½); two (2) cubic yard, three (3) cubic yard and four (4) cubic yard Side Loading containers.

Each container must be re-stenciled on the front and inverted under right lift arm, (facing container) with glossy black spray lacquer with 3" high X 13/4" wide serial numbers. Serial numbers will be provided by the Solid Waste Services Department. Each serial number must include an R, the year of repair and a dash – before each serial number provided by the department. For example, **R14-(serial number provided by department).**

In addition, the letters "Keep Lids Closed" must be stenciled on the front center (below lids) with glossy black spray lacquer with 3" high X 13/4" wide letters.

The contractor shall protect and save harmless the owner from all and every demand for damages, royalties or fees on any patented invention used by him/her in connection with the work done or materials furnished under this contract; provided, however, that if any patented materials, machinery, appliance or invention is clearly specified in this contract, then, and in the event, the cost of procuring the rights of use and legal release or indemnity determined and directed to be included in the bid price at the time the proposal is submitted.

Strike this Sentence

Prices bid shall include delivery to 1631 84th Street, Lubbock, Texas or alternate delivery site as directed by the Solid Waste Services Department.

All containers shall be guaranteed for twelve (12) months after delivery against defective workmanship and materials.

All materials will be furnished by vendor.

Containers to be refurbished will be checked out to successful bidder by City serial number noting type of repairs to be completed and checked back in when completed. Vendor shall be paid on the number of completed containers for each category of repair. Successful bidder shall pick up containers to be repaired from 1631 84th Street or alternate pick up location, and return completed containers to Solid Waste Services Department Container Section at the same address. Containers will be loaded and unloaded by City of Lubbock personnel.

Strike this Sentence

The number of containers to be refurbished weekly will be determined by Solid Waste Services Department and the determined number will be given to the bidder. At least $1/12^{th}$ or less, of the total number of dumpsters in the bid will be refurbished on a monthly basis.

The following are minimum specifications for the refurbish/repair work to be done:

1. STEEL

All steel metal shall be hot-rolled commercial quality steel.

Container bottom, front, rear and sides when necessary, welded continuously on the interior: Side Loading - 12 gauge. Container lids welded continuously on the interior: Side Loading - 16 gauge.

Container bottom when necessary shall be hot rolled commercial quality steel.

Container bottom shall include two skids, which will be part of the sides: Side Loading - 12 gauge. Bumper angle will be located in front of the lift arm and will be 2" x 3" x 1/4" x 20" long angle iron. The angle will wrap around the corner from the front of the container.

Welds shall be continuous on the interior and exterior of the container, except where stated to the contrary, and shall form a secure bond between metals. Puddling and splattering are unacceptable.

2. Polyethylene/Plastic Bottoms

When plastic bottoms are requested in lieu of steel bottom, container bottom shall be made of 3/16" high molecular weight polyethylene, seamless extending a minimum of ten (10) inches up the inside wall of the container. The City Of Lubbock will accept bottoms produced by Bryan Container Company, Bryan, TX (888.611.3333), or approved equal.

Dimensions of plastic bottoms from Brian Container Company are as follows:

2 cubic yard = 37 7/8 inches
3 cubic yard = 47 ½ inches
4 cubic yard = 47 ½ inches

Specifications for installing plastic bottoms from Bryan Container Company: After construction of metal box with cross members on the bottom, insert plastic bottom from top. To secure plastic bottom to metal container, either pop rivet or weld Z bars to side of container.

SEE ATTACHMENT A.

3. STEEL TUBULAR LID-STOPPER

Tubular lid-stopper shall be constructed of ¾ " round steel tubing. 16" long with two (2) 4" legs. Legs shall be welded to the steel portion of the container.

SEE EXAMPLE PICTURED IN ATTACHMENT B1.

4. LIDS

Lids shall be made in three (3) parts, with the rear lid to be constructed of 16 gauge hot-rolled steel for Side Loading containers and hinged with 3/4" pipe. Front lids shall be plastic, manufactured independent of each other and hinged to rear lid with 1/2" solid steel rod.

Rear lid shall be 15" X 60" constructed of 16 gauge hot-rolled steel for Side Loading containers. Color shall be sandalwood brown or similar color to match existing containers.

Front lids, 30" long X 29" wide shall be .250" thick and shall weigh seven (7) pounds and be composed of 100% recycled materials. Front edge of lid shall have two finger grips for added stiffening and convenience in opening the lid.

Front lid outside ears shall be slightly thicker to deter splitting of plastic lid. Front lid color shall be black, with the City of Lubbock logo and the letters, "Lubbock, Texas" embossed (molded) on each small lid.

Front lids must be designed with extra high ribs to provide structural strength, durability, and prevent sagging in hot weather. Front lid color and design must match the current lid used by the City of Lubbock.

Front lids must be guaranteed not to chalk, split or crack due to ultraviolet exposure for (3) three years from date of delivery.

When directed by Solid Waste Services, front lids may be requested as: 16 gauge hot-rolled commercial quality steel.

4a. MODIFICATIONS

For three (3) cubic yard and four (4) cubic yard Side Loading containers:
When directed by Solid Waste Services, the 16 gauge hot-rolled commercial quality steel front lids shall be modified by adding chutes constructed of 16 gauge hot-rolled steel.

Chute additions shall be painted light blue (sky blue or powder blue) to match current color used by City.

SEE EXAMPLES PICTURED IN ATTACHMENT B2.

5. CLEANING

All welds shall be cleaned to bright metals and shall be free of all foreign material, slag, rust, dirt, oil or other material which will show an unevenness after painting. Failure to do so shall be cause for rejection until deficiency is correct.

6. PAINTING

The interior and exterior of the containers shall be painted with a two (2) coat system consisting of a corrosion inhibitive fast drying primer followed by a high gloss acrylic enamel finish coat. Primer coat shall be a fast dry zinc chromate. The finish coat shall be a high gloss, quick drying, acrylic enamel paint. Paint shall be clean and free from foreign material and shall be applied evenly without runs or sags.

For two (2 cubic yard, three (3) cubic yard and four (4) cubic yard Side Loading containers, the finish color shall be sandalwood brown or similar color to match existing containers.

When directed by Solid Waste Services, for three (3) cubic yard and four (4) cubic yard Side Loading containers, the finish color shall be light blue (sky blue or powder blue) or similar color to match existing recycling containers.

The above primer and paint shall be applied on the interior and exterior of the containers.

The containers must be cleaned of all foreign material, slag, rust, dirt, oil or other material before the primer and paint are applied to ensure adhesion of the primer and paint.

Paint shall be guaranteed for one (1) year against cracking, checking or loss of adhesion and appreciable color change or chalking of the finish coat of paint.

SEE ATTACHMENTS C & D

7. SPECIFICATION VARIATIONS

Variations from these specifications WILL NOT BE ACCEPTABLE.

8. SHOP DRAWING

Bidder will furnish Shop Drawing depicting his proposal for refurbishing the different sizes of Side Loading containers.

Shop Drawing is to be submitted with bid.

9. CATEGORIES OF REPAIRS/REFURBISHING

A complete refurbish includes replacing, as needed, the front, back and both sides with 12 gauge steel as far up as needed to get the container back to reusable condition. A complete refurbish also consists of painting of the interior and exterior and putting new lids on the container.

Work to be performed by successful bidder shall include one or more of the following categories of repairs/refurbishing:

1. **Complete repair/refurbishing of container – Steel bottom.**
Bottom and front and rear and sides: 12 gauge hot-rolled commercial quality steel for Side Loading containers, welded continuously on the exterior of the container.

Skids welded in place on existing containers:
Side Loading – 12 gauge.
Replacement of lids.
Paint will be applied according to specifications.

2. **Complete repair/refurbishing of container – Plastic bottom.**
Front, rear and sides: 12 gauge hot-rolled commercial quality steel for Side Loading containers, welded continuously on the exterior of the container.

Bottom: 3/16" high molecular weight polyethylene, seamless extending a minimum of ten (10) inches up the inside wall of the container.

Skids welded in place on existing containers:
Side Loading – 12 gauge.
Replacement of lids.
Paint will be applied according to specifications.

3. Repair, paint and replace lids.

- Plastic and metal lids will be replaced with new plastic lids.
- If metal lids are requested, repair of metal lids and/or the placement of metal lids: Side Loading - 16 gauge hot rolled.
- Paint will be applied according to specifications.

4. Painting of container only.

- Paint will be applied according to specifications.

5. Repair and replace roll-off metal containers, hinges, locks and 12 gauge metal rail nose rollers, doors and steel roller shaft..

SEE EXAMPLES & DRAWING IN ATTACHMENTS E, F AND G.

See Attachment E for the preferred placement of reinforcing side plates.
See Attachment F for the preferred placement of bottom channels and chain attachment.
See Attachment G for container drawing.

Sample containers may be seen by bidder at 1631 84th Street, Solid Waste Services Container Section.

10. QUANTITY OF CONTAINERS – MORE OR LESS

1. Complete repair/refurbishing of container – steel bottom and add tubular lid-stopper as needed:
   - Estimated 745 (More or Less) Side Loading (approx. 14 per week)
     - ⇒ 25 - 2 cubic yards
     - ⇒ 630 - 3 cubic yards
     - ⇒ 90 - 4 cubic yards

2. Complete repair/refurbishing of container – plastic bottom and add tubular lid-stopper as needed:
   - Estimated 745 (More or Less) Side Loading (approx. 14 per week)
     - ⇒ 25 - 2 cubic yards
     - ⇒ 630 - 3 cubic yards
     - ⇒ 90 - 4 cubic yards

3. Complete repair/refurbishing of container – steel bottom and plastic bottom, add steel tubular-stopper as needed:
   * Estimated 2,110 (More or Less) Side Loading (approx. 40 per week)
     - ⇒ 5 – 1 ½ cubic yards
     - ⇒ 5 – 2 cubic yards
     - ⇒ 2,080 - 3 cubic yards
     - ⇒ 20 – 4 cubic yards

4. Repair, paint and replace lids with new plastic lids and add tubular lid-stopper as needed:
   * Estimated 30 (More or Less) Side Loading (as needed)
     - ⇒ 5 – 1 ½ cubic yards
     - ⇒ 5 - 2 cubic yards
     - ⇒ 15 - 3 cubic yards
     - ⇒ 10 - 4 cubic yards

4. Repair, paint and replace lids with new steel lids and add tubular lid-stopper as needed
   - Estimated 20 (More or Less) Side Loading (as needed)
     - ⇒ 5 - 2 cubic yards
     - ⇒ 8 - 3 cubic yards
     - ⇒ 7 - 4 cubic yards

(includes replacement of damaged plastic or metal lids with new plastic lids; and replacement of damaged plastic or metal lids with new metal lids, as per direction of Solid Waste Services)

5. Painting of container only and add tubular lid-stopper as needed:
   * Estimated 115 (More or Less) Side Loading (approx. 2 per week)
     - ⇒ 5 – 1 ½ cubic yards
     - ⇒ 10 - 2 cubic yards
     - ⇒ 75 - 3 cubic yards
     - ⇒ 30 - 4 cubic yards

6. Modify three cubic yard and four cubic yard containers by adding metal chute and painting of chute and container.
   - Estimated 30 (More or Less) Side Loading (as needed)
     ⇒ 30 – 3 or 4 cubic yards

SEE ATTACHMENT H

11. QUALIFICATION OF BIDDER

Bidders must be able to demonstrate experience and successful completion of large-scale metal fabrication projects.

12. TERM OF CONTRACT

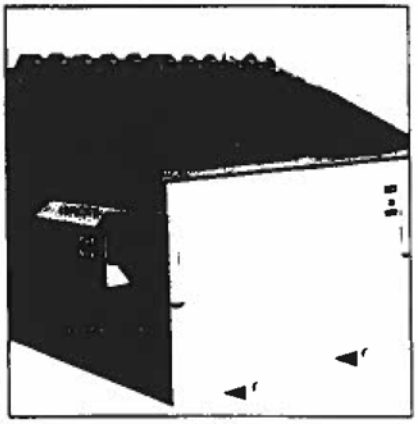
The terms of the bid will be for one year with the option to renew annually up to four (4) additional years upon mutual written agreement of both parties.

At annual renewal, the rates may be adjusted upward or downward at a percentage not to exceed the effective change in the Consumer Price Index (CPI) or Product Price Index (PPI), whichever is most effective for the specific contract for the previous 12-months. At the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period.

ATTACHMENT A

The Extended-Life Container

10-Year Warranty Against Rust-Out



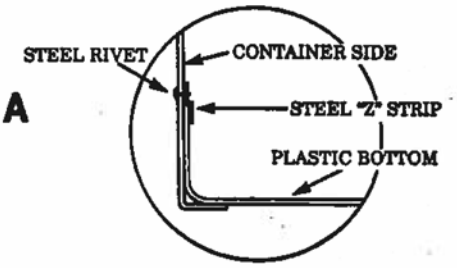


Our container offers a unique, low-maintenance option for the waste collection industry. The Extended-Life Container features a plastic pan supported by structural steel members and held in place by our proprietary steel "z" strips.

Our steel reinforced plastic bottom offers:

- **Rust-free bottoms**
- **Less noise**
- **Lighter weight**
- **Less stress on trucks**
- **At least $30 a year in fuel savings**
- **High impact resistance**

ATTACHMENT A



We've been using these containers for years with no problems. As soon as we finish converting our inventory to Extended-Life Containers, we will be out of the bottom replacement business entirely.

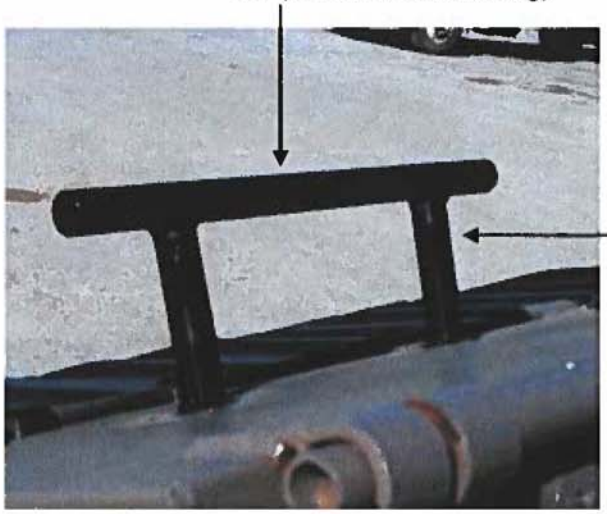
Billy Morrison, Operations Supervisor, Solid Waste, City of Bryan

Bryan Containers

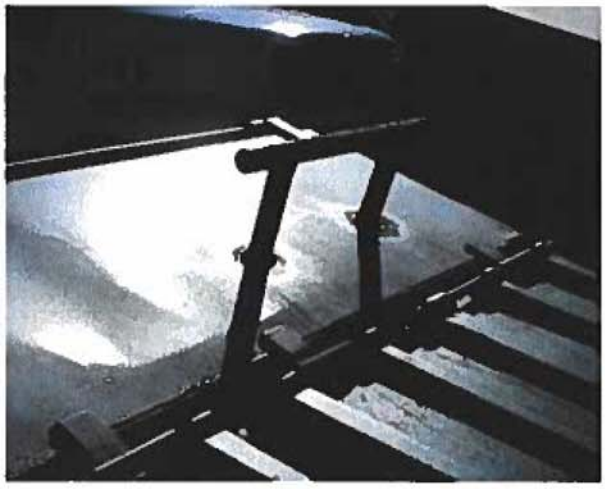
The Next Step in Container Evolution

Bryan Container Company, Inc. ▪ P.O. Box 32 ▪ Bryan, Texas 77806
Telephone: 409/822-7398 ▪ Toll Free: 888/611-3333 ▪ Fax: 409/775-0319

ATTACHMENT B1 – STEEL TUBULAR LID-STOPPER



Pipe dimensions = 3/4 " round steel tubing





ATTACHMENT B2

Modifications – 3 cubic yard & 4 cubic yard containers

16 gauge Chute





ATTACHMENT C

Master Painters Institute
Approved Product List

Back to Main Page

< Previous | Product Index Alphabetical | Product Index by MPI Number | Next >

ATTACHMENT C

MPI #95 Q.D. Primer for Aluminum

A solvent based, alkyd or modified alkyd type, quick drying, anti corrosive metal primer for cleaned interior and exterior steel and prepared aluminum. This coating can be used in residential, commercial and industrial locations that are exposed to light corrosive atmospheres. This primer can be finish coated with conventional latex and alkyd paints as well as MPI #96 Quick Drying Gloss and #110 High Performance Latex. Application is by airless and conventional spray equipment, and can be touched-up by brush.

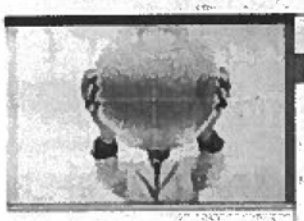
*[Characteristics reviewed include corrosion resistance and dry time. See MPI **'Evaluated Performance'** Specs for complete details, specific requirements, and/or reference specs.]*

MPI VOC Ranges (grams/L.)	E3 <401 g/L	E2 401 — 450 g/L	E1 451 — 550 g/L	Blanks may indicate information unavailable.

Listing Mfr	Label	Product Name	Code	E Range
Benjamin Moore	Benjamin Moore	Rapid Dry Metal Primer	CM05	2
California Paints	H.P. Industrial	Prime Line Metal Primer - Grey	1704	2
Cloverdale Paint		Quick Dry Non-Lifting Metal Primer	71312	1
Color Wheel CGI	Contractor's Choice	Ironize Inhibitive Primer	640	3
Columbia Paint CGI	Industrial	Universal Low VOC Phenolic Primer	07-576-PP	2
Columbia Paint CGI	Industrial	Lead-Free Primer - Red	07-437-PP	1
Columbia Paint CGI	Industrial	Lead Free Primer - Gray	07-426-PP	1
Coronado Paint		Quick Dry Alkyd Metal Primer	895 Line	1
Frazee CGI		Metal Prime	661	1
General Paint CGI		Q.D. Anti Corrosive Primer Red/Grey	06-154/160	1
Griggs Paint		Deer Valley QD Grey Primer	200A04	3
ICI Paints	Devoe Coatings	Devguard T & S Primer	4160	2
ICI Paints	Devoe/Fuller	Surmax	DP27915/17	2
ICI Paints	Devoe Coatings	Rustguard QD Shop Coat Primer	4140	3
ICI Paints (Canada)	Devoe	Devguard	4160	2
Miller Paint CGI		Aluminum & Ferrous Metal Primer	484	2
Miller Paint CGI	PPG	Zinc Chromate Primer	6-204	3
Mills Paint	Superior Quality	Fast Dry White Barrier Primer	551	
Northern Paint	Colorlox	Fast Dry Gray Primer	601-58	
Para Paints	Insl-X	Speedy Metal Primer	MP-915	2
Parker Paint CGI	Parker Paint	Overlay Red Primer	1679	2
Porter Paints	U-Prime	Fast Dry Universal Primer	286	2
PPG	Speedhide	Quick Dry Metal Primer	6-204	3
Rodda Paint	Professional Maint	Barrier III HS	708295X	3
Sico Coatings	Rust-Oleum	Speedy Dry	1573	1
Spectra-Tone CGI	Insl-X	Speedy Metal Primer	MP-915	
Tower Paint		Red Oxide Metal Primer	T110	2

ATTACHMENT D





- history
- values
- locations
- events
- what's new

For Dallas/Fort Worth, Wichita Falls, Waco, Tyler areas

Name: The Barry Group, L.L.C.
Phone: 972-312-8448
Fax: 972-312-8408



For Houston, College Station, Pasadena, Beaumont areas

Name: The Barry Group, L.L.C.
Phone: 281-445-9011
Fax: 281-445-9090

ATTACHMENT D

For San Angelo, Midland, Abilene, Amarillo, Lubbock, El Paso areas

Name: The Barry Group, L.L.C.
Phone: 806-748-8183
Fax: 806-748-8193

800.326.7881
Joseph S. Barry, President

For Austin, San Antonio, Corpus Christi, Laredo areas

Name: The Barry Group, L.L.C.
Phone: 512-899-9755
Fax: 512-899-9744

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ATTACHMENT E

Preferred placement for reinforcing side plate.



Incorrect placement for reinforcing side plates.



ATTACHMENT F

Preferred placement of Bottom Channels.

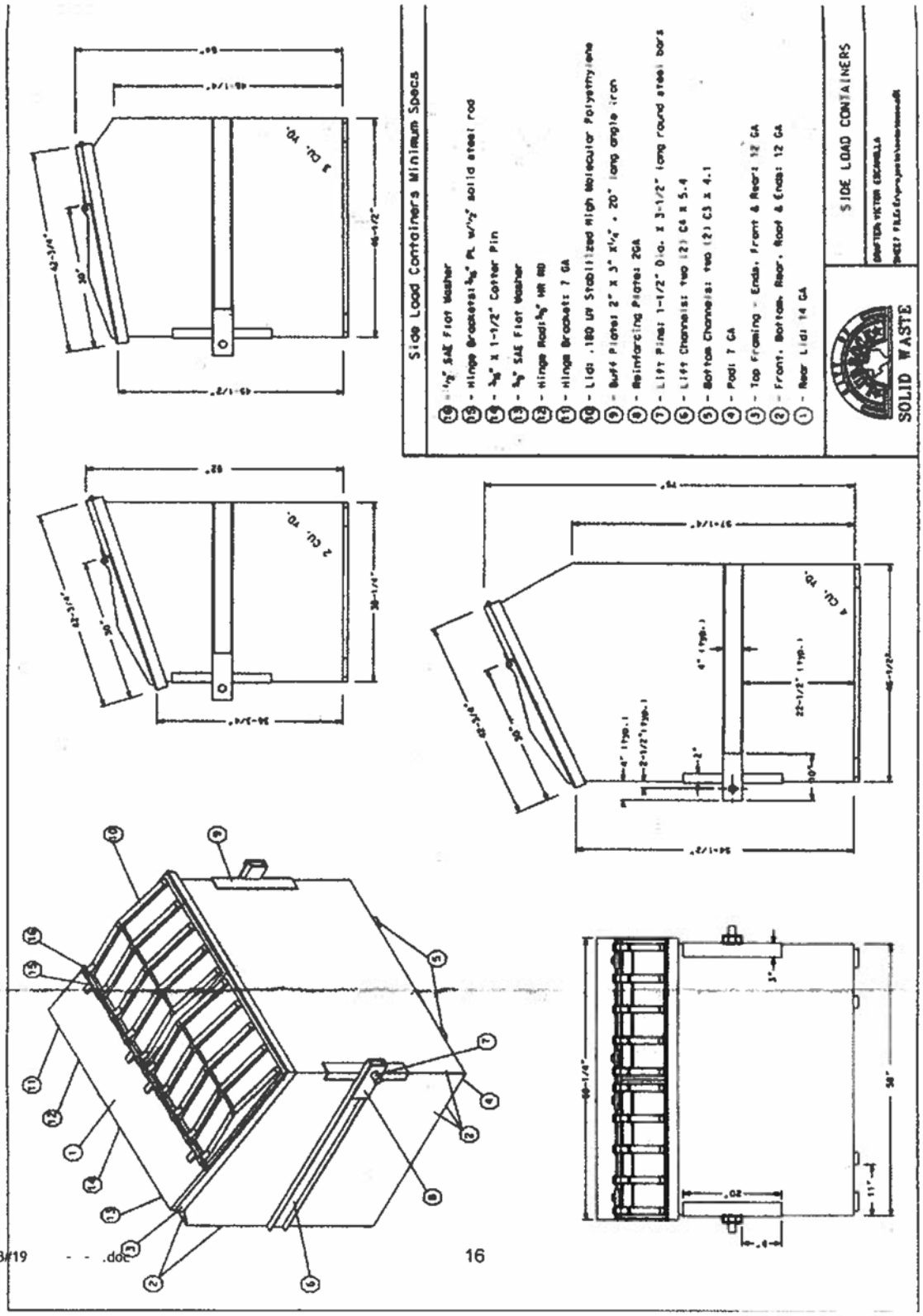


Chain attachment - metal lids portion to side of dumpster.



NEW CONTAINER SPECIFICATION - FOR REFERENCE FOR RENOVATIONS/REFURBURSHING

ATTACHMENT G – DRAWING - COMPLETE



Primary Responses

Success: All data is valid!

						Text	Numeric	
Status	Bid/No Bid Decision	#	Description	Quantity Required	UOM	Delivery Days ARO	Unit Price	Total Cost
Success: All values provided	Bid	#0-1	Complete repair/refurbishing of container – steel bottom, add steel tubular-stopper as needed: Two-Cubic yard, side loading containers (as specified herein)	25	EA	7	$ 575.00	$ 14,375.00
Success: All values provided	Bid	#0-2	Complete repair/refurbishing of container – steel bottom, add steel tubular-stopper as needed: Three-Cubic yard, side loading containers (as specified herein)	2080	EA	7	$ 575.00	$ 1,196,000.00
Success: All values provided	Bid	#0-3	Complete repair/refurbishing of container – steel bottom, add steel tubular-stopper as needed: Four-Cubic yard, side loading containers (as specified herein)	90	EA	7	$ 575.00	$ 51,750.00
Success: All values provided	Bid	#0-4	Complete repair/refurbishing of container – plastic bottom, add steel tubular-stopper as needed: Two-Cubic yard, side loading containers (as specified herein)	25	EA	7	$ 575.00	$ 14,375.00
Success: All values provided	Bid	#0-5	Complete repair/refurbishing of container – plastic bottom, add steel tubular-stopper as needed: Three-Cubic yard, side loading containers (as specified herein)	630	EA	7	$ 575.00	$ 362,250.00
Success: All values provided	Bid	#0-6	Complete repair/refurbishing of container – plastic bottom, add steel tubular-stopper as needed: Four-Cubic yard, side loading containers (as specified herein)	90	EA	7	$ 575.00	$ 51,750.00
Success: All values provided	Bid	#0-7	Complete repair/refurbishing of container – steel bottom and plastic bottom, add steel tubular-stopper as needed. One and a half-Cubic yard, side loading containers (as specified herein)	5	EA	7	$ 755.00	$ 3,775.00
Success: All values provided	Bid	#0-8	Complete repair/refurbishing of container – steel bottom and plastic bottom, add steel tubular-stopper as needed. Two Cubic yard, side loading containers (as specified herein)	5	EA	7	$ 755.00	$ 3,775.00
Success: All values provided	Bid	#0-9	Complete repair/refurbishing of container – steel bottom and plastic bottom, add steel tubular-stopper as needed. Three-Cubic yard, side loading containers (as specified herein)	25	EA	7	$ 755.00	$ 18,875.00
Success: All values provided	Bid	#0-10	Complete repair/refurbishing of container – steel bottom and plastic bottom, add steel tubular-stopper as needed. Four-Cubic yard, side loading containers (as specified herein)	20	EA	7	$ 755.00	$ 15,100.00
Success: All values provided	Bid	#0-11	Repair, paint and replace lids with new plastic lids and add steel tubular-stopper as needed: One and a half-Cubic yard, side loading containers (as specified herein)	5	EA	7	$ 375.00	$ 1,875.00
Success: All values provided	Bid	#0-12	Repair, paint and replace lids with new plastic lids and add steel tubular-stopper as needed: Two-Cubic yard, side loading containers (as specified herein)	5	EA	7	$ 375.00	$ 1,875.00
Success: All values provided	Bid	#0-13	Repair, paint and replace lids with new plastic lids and add steel tubular-stopper as needed: Three-Cubic yard, side loading containers (as specified herein)	15	EA	7	$ 375.00	$ 5,625.00
Success: All values provided	Bid	#0-14	Repair, paint and replace lids with new plastic lids and add steel tubular-stopper as needed Four-Cubic yard, side loading containers (as specified herein)	10	EA	7	$ 375.00	$ 3,750.00

Success: All values provided	Bid	#0-15	Repair, paint and replace lids with new steel lids and add steel tubular- stopper as needed: Two-Cubic yard, side loading containers (as specified herein)	5	EA	7	$ 700.00	$ 3,500.00
Success: All values provided	Bid	#0-16	Repair, paint and replace lids with new steel lids and add steel tubular- stopper as needed: Three-Cubic yard, side loading containers (as specified herein)	8	EA	7	$ 700.00	$ 5,600.00
Success: All values provided	Bid	#0-17	Repair, paint and replace lids with new steel lids and add steel tubular- stopper as needed: Four-Cubic yard, side loading containers (as specified herein)	7	EA	7	$ 350.00	$ 2,450.00
Success: All values provided	Bid	#0-18	Paint container only and add steel tubular-stopper as needed: One and a half-Cubic yard, side loading containers (as specified herein)	5	EA	7	$ 350.00	$ 1,750.00
Success: All values provided	Bid	#0-19	Paint container only and add steel tubular-stopper as needed: Two-Cubic yard, side loading containers (as specified herein)	10	EA	7	$ 350.00	$ 3,500.00
Success: All values provided	Bid	#0-20	Paint container only and add steel tubular-stopper as needed: Three-Cubic yard, side loading containers (as specified herein)	75	EA	7	$ 350.00	$ 26,250.00
Success: All values provided	Bid	#0-21	Paint container only and add steel tubular-stopper as needed: Four-Cubic yard, side loading containers (as specified herein)	30	EA	7	$ 350.00	$ 10,500.00
Success: All values provided	Bid	#0-22	Paint container light blue (sky blue or powder blue) and modify container by adding metal chutes to metal lid for recycling of accepted commodities (as specified herein)	30	EA	7	$ 650.00	$ 19,500.00

Purchasing and Contract Management
Project Summary

ITB 22-16220-MA Renovate and Refurbish Dumpsters

Notice was published in the Lubbock Avalanche Journal on October 24 and October 31, 2021.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on Bonfire-hub.com from November 3, 2021 to November 10, 2021.
9 vendors downloaded documents from Bonfire-hub.com
5 vendors were notified separately.
1 vendor submitted a bid.

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc. to be provided to AquaOne, Inc., located at 2201 Avenue J, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

AquaOne, Inc. is renovating their property at 2201 Avenue J, which is located within the Downtown Tax Increment Financing District Boundary, as designated by the City of Lubbock. The scope of the permittable project includes plumbing, structural, and electrical improvements.

The cost of the project is estimated to be $63,842, and the requested grant amount is $6,384. The Market Lubbock, Inc. Board of Directors approved this amount at their December 15, 2021 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be $63,842, with $6,384 to be paid upon completion with the requested grant.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Resolution
Market Lubbock Supporting Documentation

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

THAT the Downtown Permittable Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to AquaOne, Inc., is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Brianna Gerardi, Business Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES. Market Lubbock DT Permittable Grant – AcquaOne
12.16.21

RE 21-77

RESOLUTION APPROVING AQUAONE, INC
2201 Avenue J
DOWNTOWN PERMITTABLE GRANT

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, December 15, 2021, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to AquaOne, Inc., owned by Craig Brewton. AquaOne is making interior improvements to the building at 2201 Avenue J, located within the downtown TIF. In 2007, AquaOne acquired Clearwater Bottled Water Company in Lubbock. This acquisition made Lubbock the company's largest branch with branches in Amarillo, Lubbock, Abilene, Wichita Falls and Forney serving customers in a 120-mile radius from each hub city. AquaOne chose their downtown Lubbock location because it was the most centralized location for their routes. The company has already cleaned up some of the external issues with the building, including replacing all of the skylights and repainting the outside of the building.

The scope of permittable work will include plumbing, structural and electrical totaling $63,842 in expenses. The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant AquaOne, Inc. a Downtown Permittable Grant totaling $6,384 for the project at 2201 Avenue J, which is located within the Downtown TIF, once proof of payment has been submitted.

WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. Barry Orr and Seconded by Director, Dr. John Opperman.

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with AquaOne, Inc., for improvements to the building at 2201 Avenue J, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Linda Davis, Secretary

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



2201 Avenue J

(AquaOne, Inc.)

TOTAL PERMITTABLE SCOPE OF WORK = $63,842

PERMITTABLE GRANT = $6,384

Downtown Grant Program
Presented to MLI Board
December 15, 2021

Project 2201 Ave J (Permittable)

AquaOne, Inc. is making interior improvements to the building at 2201 Ave J, located in the Downtown TIF. AquaOne started in 1998 in Tulia, Tx. It started as a bottled water delivery service but has continued to grow into other areas over the years. Their headquarters were moved to Amarillo, TX in April of 2000, which is also the first-year operations began in Lubbock. In 2007, AquaOne acquired Clearwater Bottled Water Company in Lubbock. This acquisition made Lubbock the company's largest branch. AquaOne currently has hub branches in Amarillo, Lubbock, Abilene, Wichita Falls and Forney. They deliver water and coffee to customers in a 120-mile radius from each hub city. Over the years, AquaOne has added other segments to the business and now include water, coffee, vending and filtration divisions.

AquaOne chose their downtown Lubbock location because it was the most centralized location for their routes and the value per square foot was much more attractive to them. The lower rates per square foot will allow AquaOne to make additional upgrades to their building. The company has already cleaned up some of the external issues with the building, including replacing all of the skylights and repainting the outside of the building. Other projects planned for the future include construction of office space and bathrooms, new fencing to secure the dock area, construction of a ramp on the dock, upgrading security lighting and warehouse lighting.

The scope of permittable work will include plumbing, structural and electrical totaling $63,842 in expenses.

The MLI Board is being asked to consider a Downtown Permittable Grant for AquaOne, Inc. totaling $6,384 at 2201 Ave J.

MARKET LUBBOCK

Downtown Grant - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Director of Downtown & Special Projects Phone: 806.749.4500
Market Lubbock, Inc.
1500 Broadway, Sixth Floor, Lubbock, TX 79401 Email: jorge@marketlubbock.org

Date Initial Application Submitted (Due prior to start of construction or permits assigned)	04/19/21 (4:15 PM) per JQ
Projected Project Start Date	11/22/21
Project Property Address	2201 Avenue J, Lubbock Tx 79411 per JQ
Property LCAD R#	135147 (Adair James, LLC - Owner) per JQ

GENERAL INFORMATION

Company Name	AquaOne, Inc.	Contact	Craig Brewton
Street Address	PO Box 8210	Title	President
City, State, Zip	Amarillo, TX 79114	Phone	806-350-3702
		Email	craig.brewton@drinkaquaone.com

INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☐ Lease ☑ Grant Type: Permittable ☑ Façade ☐

Project Summary Scope

Renovation/Creation of interior office space and bathrooms.

Summary of Expenses (detailed bids attached)	Projected	MLI Approved
Interior office and bathroom expansion	$63,842	$6,384
	$0	$0
	$0	$0
	$0	$0
TOTAL	**$63,842**	**$6,384**

Final bids will be used to calculate the project cost and grant amount.

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent
Craig Brewton	100%		

Is the firm registered with the Secretary of State's Office to do business in Texas? Yes
Are you in good standing with the State of Texas? Yes

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations? No
Has the company or principals of the company had prior bankruptcies or lawsuits? No

If you answered "Yes" to either of the above two questions, please explain

APPLICANT'S CHECKLIST:

Initial application received by MLI prior to the start of construction and/or before permits are assigned ☑

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI. ☑

Contact Brianna Gerardi, City Director of Development bgerardi@mylubbock.us , to determine:

- Does the scope of work meet downtown standards and guidelines? ☑
- Are permits required for any aspect of the scope of work? ☐
- Are public improvements required? ☐

Documents Required for Final Grant Application

- Copies of City permits, if applicable ☐
- Detailed/Itemized Bids ☑
- Before Pictures ☑
- Copy of building's current certificate of occupancy (request at orr@mylubbock.us) ☐
- Architectural Renderings (if applicable) ☐
- Architectural Plans (if applicable) ☐

After Completion of Construction

- Certificate of Occupancy or Similar City Document Approving Completion *(Applicant responsible for final scope of work matching approved scope)* ☐
- Proof of Payment:
  - PAID Invoices (must reference the approved project) ☐
  - Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies) ☐

Signature (not required for electronic submittals): Craig Brewton per email

Date: Updated 11/10/21

2201 Ave J – Before Picture



Estimate

LoneStar Roofing Pros
201 N 6th St
New Home, TEXAS 79381
Office Phone: (896) 544-2916
Mobile Phone: (806) 545-9901
fixitnow.joe@gmail.com

Estimate Number: E210501698
Estimate Date: 04/30/2021
Payment Terms: Due On Receipt
Estimate Amount: 63,842.00
Created By: Joe Torres

Billing Address
Craig Brewton
2201 Avenue J
Lubbock, TX 79411

Shipping Address
Craig Brewton
2201 Avenue J
Lubbock, TX 79411

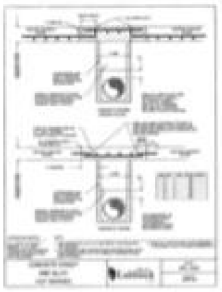
Item #	Item Name	Quantity	Unit Price	Taxable	Total
4209	Plumbing -Tap sewer and run 32-40 foot line -Install toilet drain and toilet flanges -Install and connect to existing water supply/ north wall for sink faucets in break area and restrooms.	1.00	8,676.00		8,676.00
4210	Structural; Exterior/Interior Includes: Framing of walls per sketch provided. -4" walls (metal studs through and through) -Masonite exterior siding and trim -1/2 Sheetrock interior hang -Fiberglass R-16 Batted Insulation -Tape, Bead and texture -Paint 2 coats	1.00	34,025.00		34,025.00
4211	Overhead Door Modification And Installation Remove overhead door and modify frame. Fit new double glass door system.	1.00	4,854.00		4,854.00
4212	Electrical Rough In: -Rough in all boxes for devices, lighting, data and fire alarm -New Panel Installation of 100 amp panel in Break room or outside wall. Energized by existing service panels. 9-circuits -Trim out all devices, lights and emergence lighting after Sheetrock and paint for final inspection.	1.00	6,987.00		6,987.00
4213	Cabnets—— Break Area And Bathroom	1.00	3,175.00		3,175.00
4215	Exterior Door To Shop Metal with small window—— includes frame	1.00	550.00		550.00
4217	Interior Doors	1.00	1,640.00		1,640.00

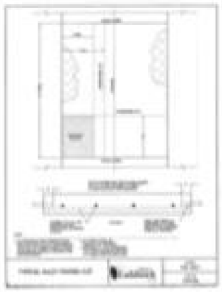
4218	Door Knob Exterior Door	1.00	55.00		55.00
4219	Interior Door Knobs	1.00	150.00		150.00
4220	Cabinets Knobs And Pulls	1.00	110.00		110.00
4222	Lighting Fixtures	1.00	875.00		875.00
4223	Interior Trim And Commercial Baseboard	1.00	1,095.00		1,095.00
4224	Toilet Bowls And Sink Fixtures	1.00	755.00		755.00
4225	Mini Split Unit plus installation	1.00	895.00		895.00

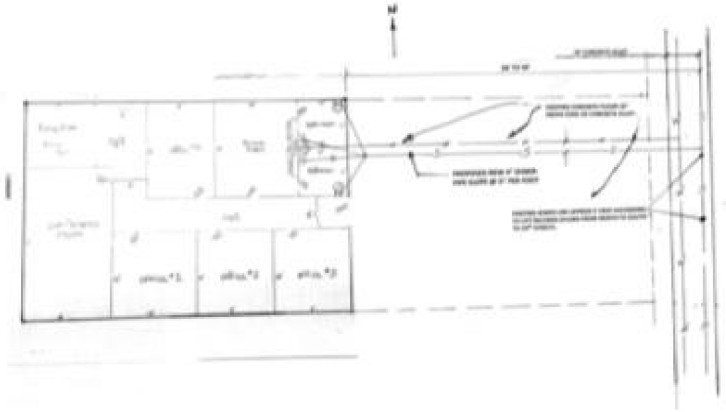
Subtotal: $ 63,842.00
Estimate Amount **$ 63,842.00**

Company Signature 05/01/2021





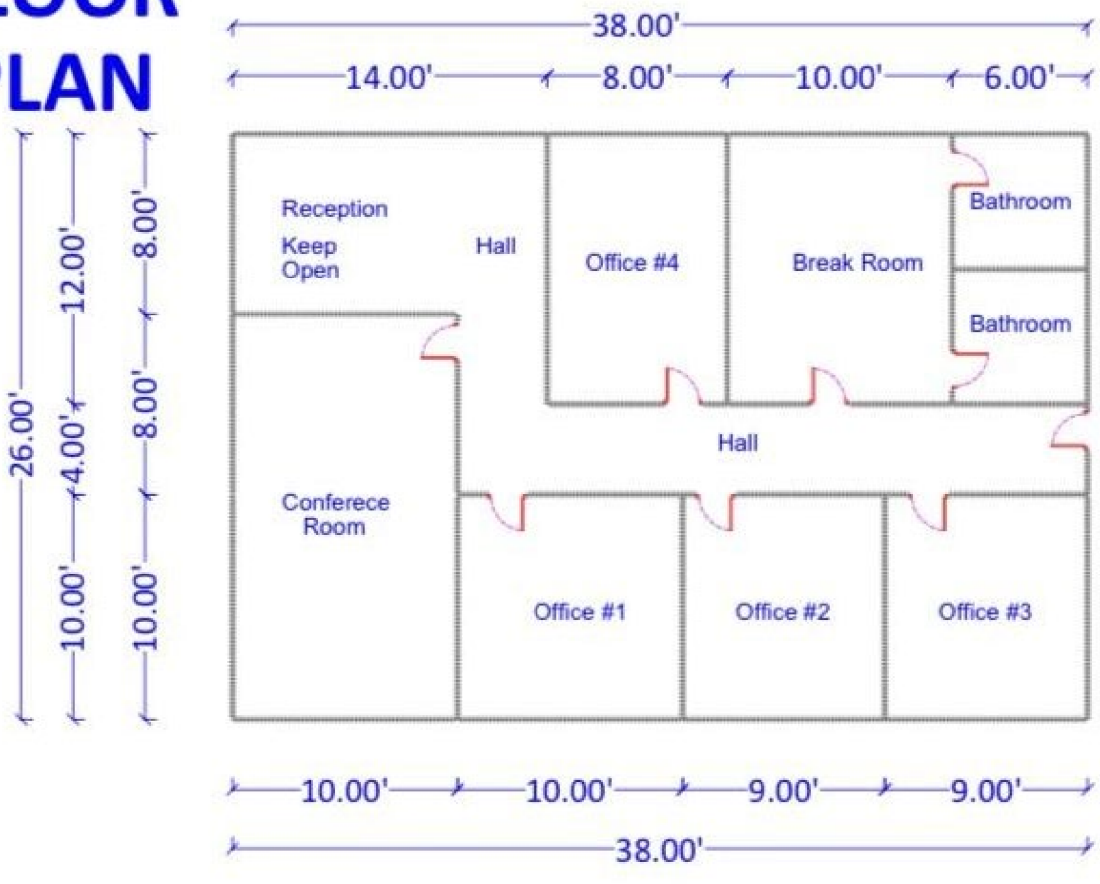




SEWER LINE AND WATER LINE
2201 AVENUE J
LUBBOCK, TEXAS

BCB

FLOOR PLAN



2201 Avenue J
Lubbock, TX 79411
Scale: 1/4" = 1'-0"

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc. to be provided to RAMAR Communications, Inc., located at 612 Avenue O, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

RAMAR Communications, Inc. is renovating their property at 612 Avenue O, which is located within the Downtown Tax Increment Financing District boundary, as designated by the City of Lubbock. The scope of the permittable project includes demolition, plumbing, HVAC, electrical and structural improvements.

The cost of the project is estimated to be $1,124,054, and the requested grant amount is $100,000. The Market Lubbock, Inc. Board of Directors approved this amount at their December 15, 2021 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be $1,124,054, with $100,000 to be paid upon completion with the requested grant.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Resolution
Market Lubbock Supporting Documentation

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

THAT the Downtown Permittable Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to RAMAR Communications, Inc., is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Brianna Gerardi, Business Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES. Market Lubbock DT Permittable Grant – RAMAR
12.16.21

RE 21-76

RESOLUTION APPROVING RAMAR COMMUNICATIONS, INC 612 AVENUE O DOWNTOWN FACADE & PERMITTABLE GRANT

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, December 15, 2021, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to RAMAR Communications, Inc., owned by Brad Moran and the RAMAR Family Trust, who is renovating the interior and exterior of the property located at 612 Avenue O, located within the downtown TIF. RAMAR Communications was founded in 1972 with the startup of radio station KTEZ-FM 101.1 by Ray Moran. In 1986 RAMAR moved into the building at 98th and University under the helm of the founder's son, Brad Moran. RAMAR Communications will move into its new studios in downtown Lubbock at 612 Avenue O.

The scope of façade work will include landscaping, new fencing and gates totaling $79,250 in façade expenses. The scope of permittable work will include demolition, plumbing, HVAC, electrical and structural work totaling $1,124,054. Total expenses for this project total $1,203,304. The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant RAMAR Communications, Inc. a Downtown Facade Grant of $25,000 and a Downtown Permittable Grant totaling $100,000 for the project at 612 Avenue O, which is located within the Downtown TIF, once proof of payment has been submitted.

WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. Barry Orr and Seconded by Director, Dr. John Opperman.

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with RAMAR Communications, Inc., for improvements to the building at 612 Avenue O, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Linda Davis, Secretary

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



612 Avenue 0

(RAMAR Communications, Inc.)

TOTAL SCOPE OF WORK = $1,203,304

TOTAL FAÇADE SCOPE OF WORK = $79,250

FAÇADE GRANT = $25,000

TOTAL PERMITTABLE SCOPE OF WORK = $1,124,054

PERMITTABLE GRANT = $100,000

Downtown Grant Program
Presented to MLI Board
December 15, 2021

Project 612 Ave O (Façade and Permittable)

RAMAR Communications, Inc. at 612 Ave O is making improvements to both the interior and exterior of their property, located in the Downtown TIF.

RAMAR Communications was founded in 1972 with the startup of radio station KTEZ-FM 101.1 by Ray Moran and was originally housed in the Plains National Bank Building. It was sold in 1983 to help fund the startup of KJTV-TV, which was established in 1981 as an independent television station. The station's success eventually gave way to the FOX network, founded in 1986. That same year, RAMAR moved into its 33,000 sq. ft. building at 98th and University under the helm of the founder's son, Brad Moran. In 1993, two radio stations, AM 950 and FM 93.7, were added back into the operation and by the end of the decade, RAMAR added FM stations 97.3, 106.5. 2016 and 107.7. RAMAR sold the TV business in 2020 but retained its land and towers at 98th and University. RAMAR now operates Double T 97.3, Magic 106.5, 93.7 The Eagle, 107.7 YES! FM, 100.7 The Score, Oldies 97.7, 96.9 The Bull, 93.1 Texas FM and 92.3 The Vibe. In 2022, RAMAR Communications will move into its new studios in downtown Lubbock at 620 Ave O.

The scope of façade work will include landscaping, new fencing and gates totaling $79,250 in façade expenses. The scope of permittable work will include demolition, plumbing, HVAC, electrical and structural work totaling $1,124,054. Total expenses for this project total $1,203,304.

The MLI Board is being asked to consider a Downtown Façade Grant for RAMAR Communications, Inc. totaling $25,000 and a Downtown Permittable Grant of $100,000 at 612 Ave O.

Downtown Grant - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Director of Downtown & Special Projects — Phone: 806.749.4500
Market Lubbock, Inc.
1500 Broadway, Sixth Floor, Lubbock, TX 79401 — Email: jorge@marketlubbock.org

Date Initial Application Submitted (Due prior to start of construction or permits assigned)	07/14/21
Projected Project Start Date	08/01/21
Project Property Address	612 Ave O, Lubbock, TX 79401
Property LCAD R#	56449

GENERAL INFORMATION

Company Name	RAMAR Communications, Inc.	Contact	Brad Moran
Street Address	612 Ave O	Title	President
City, State, Zip	Lubbock, TX 79401	Phone	806-787-3434
		Email	bmoran@ramarcom.com

INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☐ Lease ☑ — Grant Type: Permittable ☑ Façade ☑
(612 Ave O, LLC)

Project Summary Scope

Major renovations to interior and exterior of property.

Summary of Expenses (detailed bids attached)	Projected	MLI Approved
Façade	$79,250	$25,000
Permittable	$1,124,054	$100,000
TOTAL	**$1,203,304**	**$125,000**

Final bids will be used to calculate the project cost and grant amount.

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent
Brad Moran	51%		
RAMAR Family Trust, Brad Moran Trustee	49%		

Is the firm registered with the Secretary of State's Office to do business in Texas? Yes
Are you in good standing with the State of Texas? Yes

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations? No
Has the company or principals of the company had prior bankruptcies or lawsuits? No

If you answered "Yes" to either of the above two questions, please explain

APPLICANT'S CHECKLIST:

Initial application received by MLI prior to the start of construction and/or before permits are assigned ☐

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI. ☐

Contact Brianna Gerardi, City Director of Development bgerardi@mylubbock.us , to determine:

- Does the scope of work meet downtown standards and guidelines? ☐
- Are permits required for any aspect of the scope of work? ☐
- Are public improvements required? ☐

Documents Required for Final Grant Application

- Copies of City permits, if applicable ☐
- Detailed/Itemized Bids ☐
- Before Pictures ☐
- Copy of building's current certificate of occupancy (request at orr@mylubbock.us) ☐
- Architectural Renderings (if applicable) ☐
- Architectural Plans (if applicable) ☐

After Completion of Construction

- Certificate of Occupancy or Similar City Document Approving Completion *(Applicant responsible for final scope of work matching approved scope)* ☐
- Proof of Payment:
  - PAID Invoices (must reference the approved project) ☐
  - Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies) ☐

Signature (not required for electronic submittals): Brad Moran (per email)

Date: 7/15/2021

612 Ave O – Before Pictures









612 Ave O – Rendering



EXTERIOR SKETCHES

SCALE NONE

9/7/21

COX DIRKS ARCHITECTS PC

AMERICAN INSTITUTE OF ARCHITECTS

5101 80TH STREET, SUITE 1

LUBBOCK, TEXAS 79424

612 Ave O – Lee Lewis Schedule of Values

Proj:	Ramar	Bldg Area:	11,500	sf			
Loc:	Lubbock	Site Area:	0	sf	0 Acres	Estimator:	
Owner:	Moran	Schedule:	4	mo			
Arch:	CDA	Subcontract					
Date:	8/6/2021	Bond Rate:	1.50%				

Code	Description	Subcontractor/Vendor		Subs	Matl's	Labor	Total	$/Sf
	General Conditions				14,873	22,360	37,233	3.24
							0	0.00
	Bldng. Permit			2,875			2,875	0.25
	Survey			2,500			2,500	0.22
	SWPPP			EXCLUDED			0	0.00
	Construction Entrance		Allowance	2,000			2,000	0.17
							0	0.00
	Contingency Allowance	SPECS		0			0	0.00
							0	0.00
							0	0.00
024119	Selective Site Demolition	LLCI			10,500	43,200	53,700	4.67
	Selective Interior Demo	LLCI			w/ demo	w/ demo	0	0.00
	Selective Building Demo	LLCI			w/ demo	w/ demo	0	0.00
							0	0.00
	New Asphalt Paving		Allowance	5,600			5,600	0.49
	Paving Repair	Pavecon		6,856			6,856	0.60
	Striping/ADA Signs	Pavecon		w/ pav repair			0	0.00
321313	Portland Cement Concrete	Morris		48,528			48,528	4.22
							0	0.00
329000	Landscape Work Patch and Re	Allowance		20,000			20,000	1.74
							0	0.00
	Site Fencing		Allowance	41,250			41,250	3.59
	Gates		Allowance	15,000			15,000	1.30
	Cedar Utility Gate		Allowance	3,000			3,000	0.26
							0	0.00
							0	0.00
							0	0.00
042000	Unit Masonry Assemblies	Lonestar		107,350			107,350	9.33
047000	Adhered Stone Veneer System	Lonestar		w/ masonry			0	0.00
047200	Cast Stone Masonry	Lonestar		w/ masonry			0	0.00
	CMU Fence	Lonestar		w/ masonry			0	0.00
	Concrete Grade Beam for CMU	Wall	Allowance	20,545			20,545	1.79
							0	0.00
051200	Bollards	South Plains Steel			1,900		1,900	0.17
055000	Metal Fabrications	LLCI			5,000	1,200	6,200	0.54
							0	0.00
	Prefab Parking Structure		Allowance	0			0	0.00

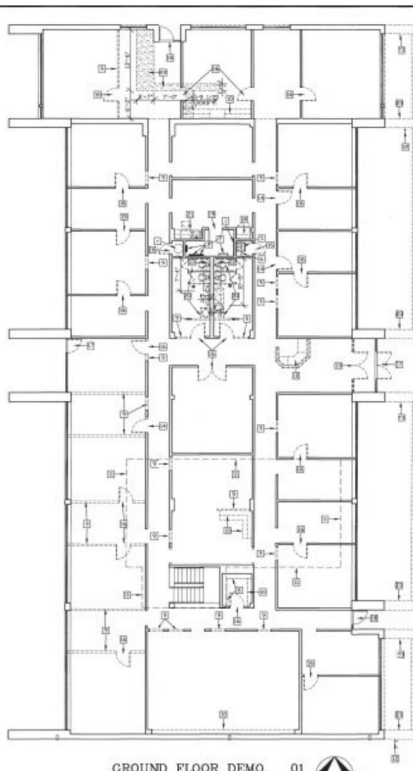
Proj:	Ramar	Bldg Area:	11,500	sf				
Loc:	Lubbock	Site Area:	0	sf	0	Acres	Estimator:	
Owner:	Moran	Schedule:	4	mo				
Arch:	CDA	Subcontract						
Date:	8/6/2021	Bond Rate:	1.50%					

Code	Description	Subcontractor/Vendor		Subs	Matl's	Labor	Total	$/Sf
							0	0.00
061053	Miscellaneous Carpentry	LLCI		17,250			17,250	1.50
							0	0.00
	Millwork	Hunter		23,483			23,483	2.04
							0	0.00
71500	Firestopping	w/ trades		24,000			24,000	2.09
							0	0.00
7400	Stucco	T&S		68,750			68,750	5.98
	Stucco Soffit	T&S		w/ Stucco			0	0.00
							0	0.00
7700	Roofing Sheet Metal	Schrader		12,888			12,888	1.12
							0	0.00
079200	Joint Sealants	Monterey		8,200			8,200	0.71
							0	0.00
081113	Steel Doors and Frames	WBS			32,082	6,900	38,982	3.39
087100	Door Hardware	WBS			w/ doors	w/ doors	0	0.00
							0	0.00
054000	Cold-Formed Metal Framing	Hamilton		w/ gyp			0	0.00
072100	Building Insulation	Hamilton		w/ gyp			0	0.00
092216	Non-Load Bearing Steel Framir	Hamilton		w/ gyp			0	0.00
092900	Gypsum Board Sheathing	Hamilton		94,200			94,200	8.19
	Exterior Framing and Sheathing	Hamilton		w/ gyp			0	0.00
							0	0.00
9400	Carpet	Yates		99,245			99,245	8.63
	Resilient	Yates		w/ carpet			0	0.00
	Ceramic Tile	Yates		w/ carpet			0	0.00
							0	0.00
099100	Painting	Padgett		98,445			98,445	8.56
	25% Wall VC Removal	Padgett		w/ painting			0	0.00
							0	0.00
10000	Toilet Accessories	WBS			4,859	500	5,359	0.47
	Fire Extiguisher		Allowance		1,000	w/ crew	1,000	0.09
							0	0.00
224000	Plumbing	Earls		32,226			32,226	2.80
	HVAC		Allowance	35,000			35,000	3.04
	Concrete Patch @ Plumbing		Allowance	2,000			2,000	0.17
							0	0.00

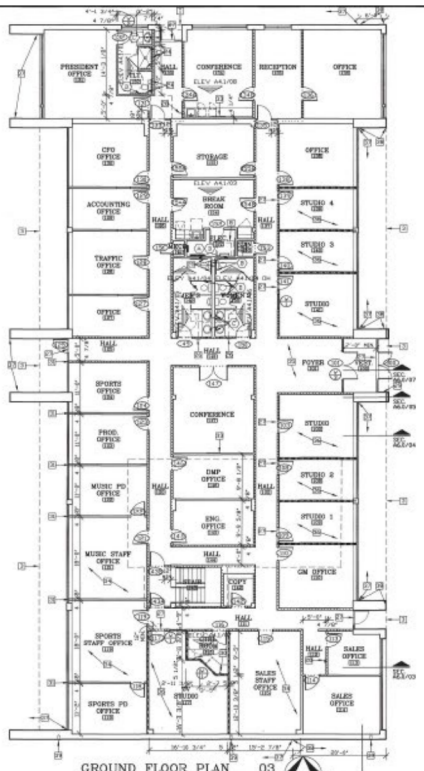
Proj:	Ramar	Bldg Area:	11,500	sf				
Loc:	Lubbock	Site Area:	0	sf	0	Acres	Estimator:	
Owner:	Moran	Schedule:	4	mo				
Arch:	CDA	Subcontract						
Date:	8/6/2021	Bond Rate:	1.50%					

Code	Description	Subcontractor/Vendor	Subs	Matl's	Labor	Total	$/Sf
260000	Electrical	Larcon	78,500			78,500	6.83
	Fire Alarm		EXCLUDED			0	0.00
						0	0.00
	Labor Crew				10,320	10,320	0.90
						0	0.00
						0	0.00
Fee/Mo.:	$13,233	AddCheck --: **ok**	869,691	70,214	84,480	1,024,385	89.08
% General Conditions	3.35%	Percent Cost:	84.9%	6.9%	8.2%		
Approx Cost Beakdown		(MISC)	LAB BURDEN	22.00%	40.00%	29,767	2.59
		Bldrs. Risk $295	Sales Tax	GRT	0.00%	0	0.00
Site	$208,479 $18.13	Gen. Liab. $4,217	Sub Total			1,054,152	91.67
		OPL $0	B.R./G.L./OPL			4,512	0.39
Building	$994,825 $86.51	P&P Bond $14,616	Fee		5.0%	52,933	4.60
					Total	1,111,597	96.66
				Gross Reciepts Tax		91,707	

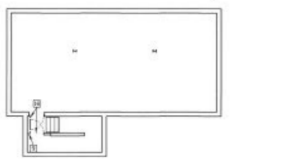
Total With GRT	**1,203,304**
Bid Amount	**1,203,304**



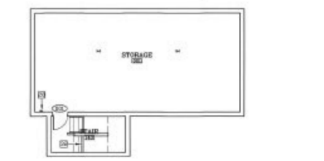
GROUND FLOOR DEMO. PLAN 01
SCALE 1/10"=1'-0"



GROUND FLOOR PLAN 03
SCALE 1/10"=1'-0"



BASEMENT DEMO. PLAN 02
SCALE 1/10"=1'-0"



BASEMENT FLOOR PLAN 04
SCALE 1/10"=1'-0"

GENERAL NOTES

1) THE GENERAL CONTRACTOR SHALL COORDINATE PLACEMENT, SIZE AND CONNECTION OF ALL ITEMS AND EQUIPMENT FURNISHED BY THE OWNER
2) ALL GYPSUM BOARD TO BE 5/8" TYPE X.
3) PROVIDE 6" BATT INSULATION ABOVE ALL CEILINGS. PROVIDE FULL CAVITY SOUND INSULATION AT ALL INTERIOR WALLS.
4) PROVIDE BLOCKING IN WALLS FOR ALL SHELVING, CABINETS, AND WALL MOUNTED FIXTURES AND EQUIPMENT.
5) ALL INTERIOR STUDS TO BE 3-5/8" 20 GA AT 16" O.C. UNLESS OTHERWISE NOTED. EXTERIOR STUDS TO BE 6" 20GA AT 16" O.C. UNLESS OTHERWISE NOTED. PROVIDE 1 LOOP CONT. CHANNEL AT 4'-0" O.C. IN ALL WALLS OVER 9'-0" HIGH. ALL INTERIOR STUD WALLS SHALL EXTEND A MINIMUM OF 6" ABOVE CEILING GRID.
6) ALL HANDRAILS AND GRAB BARS TO MEET 1.5 FORCE REQUIREMENTS OF 250 LBF'S APPLIED AT ANY LOCATION AND IN ANY DIRECTION.
7) DO NOT SCALE THESE DRAWINGS. ALL DIMENSIONS ARE TO FINISHED GYP. BD. AT INTERIOR WALLS AND TO FACE STUD OR BRICK AT EXTERIOR WALLS. VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD. ANY DISCREPANCIES IN THESE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO STARTING WORK.
8) ALL APPLIANCES FURNISHED BY THE OWNER & INSTALLED BY CONTRACTOR
9) ALL JOINTS AND PENETRATIONS AT EXTERIOR WALL AND ROOF SYSTEMS ARE TO BE SEALED WITH POLYURETHANE SEALANT TO MEET IECC 2003 ENERGY REQUIREMENTS.
10) ALL WORK SHALL CONFORM TO THE 2015 INTERNATIONAL BUILDING CODE, AND ALL OTHER APPLICABLE CODES, STANDARDS, AND REGULATIONS OF THE CITY OF LUBBOCK.
11) GC IS RESPONSIBLE FOR SUBMITTALS, PAYING FEES AND OBTAINING ALL PERMITS ASSOCIATED WITH THE PROJECT, INCLUDING BUT NOT LIMITED TO THE GENERAL BUILDING PERMIT, ELECTRICAL, MECHANICAL, PLUMBING, OR OTHER RELATED FIRE PERMITS, ENCROACHMENT PERMITS, ETC. G.C. WILL PAY FOR "CONNECTION FEES" ASSOCIATED WITH UTILITY PERMITS. G.C. RESPONSIBLE TO PAY FOR TEMPORARY FACILITIES FEES AS REQUIRED TO COMPLETE THE WORK IN A TIMELY MANNER.
12) THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS SHALL VISIT, REVIEW, AND FAMILIARIZE THEMSELVES WITH THE SITE PRIOR TO SUBMITTING BIDS.
13) THE GENERAL CONTRACTOR SHALL STUB ALL DATA CONDUIT TO 6" ABOVE CEILING FOR OWNER SELECTED DATA CABLE INSTALLER.
14) ASBESTOS SURVEY TO BE PROVIDED BY OWNER AND TURNED OVER TO THE GENERAL CONTRACTOR PRIOR TO START OF CONSTRUCTION. ANY ITEMS REQUIRING ABATEMENT TO BE COMPLETED BY OWNER PRIOR TO THE START OF THE CONTRACT.
15) INFORMATION CONCERNING THE EXISTING BUILDING STRUCTURE, SIZE, LOCATION OF EQUIPMENT, FINISHES, ETC. WAS OBTAINED FROM VARIOUS FIELD OBSERVATIONS OF THE EXISTING BUILDING. EVERY EFFORT HAS BEEN MADE TO ACCURATELY DEPICT EXISTING CONDITIONS, HOWEVER ALL WORK MUST BE VERIFIED IN THE FIELD PRIOR TO DEMOLITION AND CONSTRUCTION, INCLUDING BUILDING DIMENSIONS, EQUIPMENT SIZES AND EXISTING CONDITIONS RELATING TO THE WORK BY THIS CONTRACT. ANY DISCREPANCIES OR DISCREPANCIES BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE ARCHITECT FOR CLARIFICATION AND/OR CORRECTION PRIOR TO ANY WORK BEING DONE IN LAYOUTS.
16) THE CONTRACTOR SHALL SHORE AND/OR UNDERPIN EXISTING WORK AS REQUIRED TO SAFELY INSTALL NEW WORK. THIS WORK SHALL BE THE FULL RESPONSIBILITY OF THE CONTRACTOR AND NO ACT, DIRECTION OR REVIEW BY ANY SYSTEM OR METHOD BY ARC ARCHITECTS SHALL CHANGE OR AFFECT THE CONTRACTOR'S RESPONSIBILITY IN THE MATTER. DEFLECTION OF EXISTING ELEMENTS TO BE LIMITED TO 1/16" OR GREATER TO MAINTAIN INTEGRITY OF THE EXISTING STRUCTURE.
17) THE GENERAL CONTRACTOR SHALL USE EXTREME CAUTION IN DEMOLITION OF EXISTING CONSTRUCTION. ANY ITEM STRUCTURAL IN NATURE AND SCHEDULED FOR DEMOLITION IN THIS DRAWING BUT NOT IDENTIFIED AS STRUCTURAL IN NATURE SHALL BE VERIFIED WITH THE ARCHITECT PRIOR TO DEMOLITION. BY FAILING TO DO SO, THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE CONSEQUENCES OF SUCH ACTION.
18) THE GENERAL CONTRACTOR SHALL REMOVE ANY EXISTING MISCELLANEOUS TRIM AND SURFACES AS REQUIRED TO PROVIDE A PLUMB AND TRUE SURFACE SUITABLE FOR THE APPLICATION OF NEW WALL FINISHES.
19) PATCH ALL EXISTING WALLS WHERE WALLS HAVE BEEN REMOVED AND MATCH EXG. FINISHES.
20) STRIP ALL FINISHES 3FT EXISTING WALLS AND FLOORS AND PREPARE SURFACES FOR INSTALLATION OF NEW FINISHES AS SCHEDULED.
21) REFER TO SHEET A4.0.0 FOR ADDITIONAL NOTES.

SHEET NOTES

1. EXISTING WALL MOUNTED TELEPHONIC BOARD TO REMAIN.
2. EXISTING ELECTRICAL PANELS TO REMAIN.
3. EXISTING OVERHANG ABOVE SHOWN DASHED.
4. EXISTING WATER HEATER TO REMAIN.
5. EXISTING MOP BASIN TO REMAIN.
6. EXISTING SHELVING TO REMAIN, ENAMEL.
7. EXISTING ROOF ACCESS LADDER TO REMAIN.
8. NEW FURR-DOWN FROM 7'-0" TO BOTTOM OF DECK AT EXISTING MOP ACCESS LADDER, TYP. & ENSURE PROVIDE MIN. 36"X36" ACCESS CLEARANCE.
9. EXISTING WALL TO BE REMOVED AS REQUIRED FOR NEW CONSTRUCTION. REMOVE ASSOCIATED ELECTRICAL, DEVICES, CONDUIT AND CIRCUITS BACK TO PANEL.
10. EXISTING MILLWORK TO BE REMOVED.
11. EXISTING BASEMENT LINE BELOW SHOWN DASHED.
12. EXG. HOSE BIBB TO BE REMOVED, CAP LINE IN EXISTING WALL AS REQUIRED. REF. PLUMBING SHEETS.
13. EXG. ALUMINUM STOREFRONT TO BE REMOVED. REVERSE CEILING AS REQUIRED TO NEW STOREFRONT LOCATION. EXISTING STUCCO FINISH IN VESTIBULE TO BE REMOVED. PROVIDE NEW GYP. BD. SHEATHING & FURR-DOWN TO 7'-0" AS REQUIRED AT NEW VESTIBULE.
14. EXG. WOOD DOOR, WOOD FRAME, TRANSOM AND ASSOCIATED HARDWARE TO BE REMOVED. PATCH WALL AT REMOVED TRANSOM AS REQUIRED.
15. EXG. WOOD DOOR, WOOD FRAME AND ASSOCIATED HARDWARE TO BE REMOVED.
16. EXG. WOOD DOOR, HOL. MET. FRAME AND ASSOCIATED HARDWARE TO BE REMOVED
17. EXG. ALUMINUM STOREFRONT DOORS TO BE REMOVED AND REPLACED AS INDICATED ON SHEET A4.0.0.
18. EXG. DOOR, FRAME AND HARDWARE TO REMAIN.
19. EXG. DOOR AND FRAME TO REMAIN. REF. SHEET A4.0.0 FOR NEW HARDWARE.
20. EXG. TOILET PARTITIONS, PLUMBING FIXTURES, CEILING AND FINISHES TO BE REMOVED IN PREPARATION FOR NEW CONSTRUCTION. EXTEND EXISTING LINES TO NEW FIXTURES AS REQUIRED. REF. PLUMBING SHEETS.
21. EXG. MILLWORK AND LAVATORY TO BE REMOVED IN PREPARATION FOR NEW CONSTRUCTION. EXTEND EXISTING LINES TO NEW FIXTURES AS REQUIRED. REF. PLUMBING SHEETS.
22. SAW CUT AND REMOVE EXISTING CONCRETE SLAB AS REQUIRED FOR NEW CONSTRUCTION. PROVIDE NEW CONCRETE SLAB TO MATCH EXISTING SLAB THICKNESS AND REINFORCEMENT. REF. DETAIL 6/A0.0.0. ANGULAR CONCRETE AT FLOOR DRAIN IS SHOWN SHALL BE FORMED AND PLACED SEPARATELY TO ENSURE PROPER SLOPE. GENERAL CONTRACTOR SHALL VERIFY THAT SLOPE DOES NOT EXCEED 1/4" PER FOOT IN ANY DIRECTION.
23. EXG. MASONRY WIND WALL TO BE REMOVED AS REQUIRED FOR NEW CONSTRUCTION. REF. SHEET A0.0.0 FOR ADDITIONAL NOTES.
24. FUTURE GRAB BARS SHOWN DASHED. REF. INTERIOR ELEVATIONS FOR 2X BLOCKING LOCATIONS.
25. PROVIDE 2X BLOCKING AT ALL SUPPORTS FOR GRAB BARS.
26. ACCESSIBLE TOILET SIGNS AT 5'-0" REF. DETAIL 8/A0.0.0 FOR STANDARD MOUNTING LOCATIONS.
27. ALUM. THRESHOLD TO MEET A.D.A. & T.A.S. REQUIREMENTS.
28. LARSEN'S FIRE EXTINGUISHER MOES IN #807 BRACKET.
29. INSTALL MASTER MAIN ENTRY KNOX-BOX #3200 SERIES, HINGED BOX MODEL WITH RECESSED MOUNTING KIT. TO CITY OF LUBBOCK REQUIREMENTS. CONTACT FIRE MARSHALLS OFFICE FOR KEYING REQUIREMENTS.
30. 3" GRIDMEET VERIFY EXACT LOCATION WITH OWNER PRIOR TO INSTALLATION.
31. REF. DETAILS 4/A3.0/85 & 06 FOR WALL TO WINDOW CONDITION.
32. NEW HANDRAIL/CANE DETECTION RAIL. REF. DETAIL 8/A0.0.0.0
33. PROVIDE POWER AND CABLE RECEPTACLES FOR OWNER PROVIDED TV AND BRACKET. VERIFY MOUNTING HEIGHT WITH OWNER PRIOR TO INSTALLATION.
34. PROVIDE POWER, DATA AND PHONE RECEPTACLES FOR OWNER PROVIDED CUBICLES. VERIFY QUANTITIES, LOCATIONS AND REQUIREMENTS WITH OWNER PRIOR TO INSTALLATION.
35. PROVIDE POWER, DATA AND PHONE RECEPTACLES FOR OWNER PROVIDED RECEPTION DESK. VERIFY QUANTITIES, LOCATIONS AND REQUIREMENTS WITH OWNER PRIOR TO INSTALLATION.
36. PROVIDE ADDITIONAL LAYER 5/8" SOUND BOARD TO DECK ON ALL WALLS AT STUDIO SIDE. SEAL ALL PENETRATIONS.
37. NEW SYNTHETIC STUCCO OVER EXISTING BRICK MASONRY. REF. EXTERIOR ELEVATIONS. PROVIDE DASH COAT PER MANUFACTURERS INSTRUCTIONS FOR FLAT, SMOOTH SURFACE.
38. NEW COLUMN STONE OVER EXISTING BRICK MASONRY. REF. EXTERIOR ELEVATIONS.
39. REVERK EXISTING BOWSPROUT TO NEW FINISH AS REQUIRED.

WALL TYPE LEGEND

EXISTING WALL TO REMAIN

INTERIOR STUDS TO BE 3-5/8" 25 GA AT 24" O.C. AND SHALL EXTEND ABOVE CEILING LINE UNLESS OTHERWISE NOTED. EXTERIOR STUDS TO BE 6" CSW 16 GA. AT 16" O.C. UNLESS OTHERWISE NOTED.

1 HR. FIRE PARTITION TO BOOK. INTERIOR STUDS TO BE 3-5/8" STC 50 GA. AT 24" O.C. WITH 1 LAYER 5/8" TYPE "X" FIRE CODE GYP. BD. EACH SIDE. SEAL PERIMETER TIGHT. FILL CAVITY WITH SOUND BATTS. SEAL ALL PENETRATIONS. REF. DETAIL 8/A0.0.0 FOR ALL SCHEME CONFIGURATION AT PARTITIONS OVER CORRIDORS.

SOUND WALL TO BOOK. INTERIOR STUDS TO BE 3-5/8" STC 55 GA. AT 24" O.C. WITH 2 LAYER 5/8" TYPE "X" GYP. BD. EACH SIDE AND 3 LAYER 5/8" SOUND BOARD ON STUDIO SIDE. SEAL PERIMETER TIGHT. FILL CAVITY WITH SOUND BATTS. SEAL ALL PENETRATIONS.

TOILET ACCESSORY SCHEDULE

MARK	ITEM	MFG.	MFG. NO.	QTY.	MOUNTING	REMARKS
A	PAPER TOWEL DISPENSER	BOBRICK	B-262	1/2	SURFACE	CONCEALED FLANGE, SATIN FINISH
B	SEAT COVER DISPENSER	BOBRICK	B-221	1/2	SURFACE	CONCEALED FLANGE, SATIN FINISH
C	MIRRORS	BOBRICK	TM 1824360	-	SURFACE	PROVIDE "LARGE MIRROR" WITH CONCEALED FASTENERS, REF. ELEVS.
D	SANITARY NAPKIN DISPOSAL	BOBRICK	B-270	-	SURFACE	SINGLE WALL

NOTE: ALL ITEMS ARE TO BE INSTALLED TO ADA AND T.A.S. GUIDELINES AND REQUIREMENTS. REF. TYPICAL MOUNTING DETAILS AND INTERIOR ELEVATIONS.

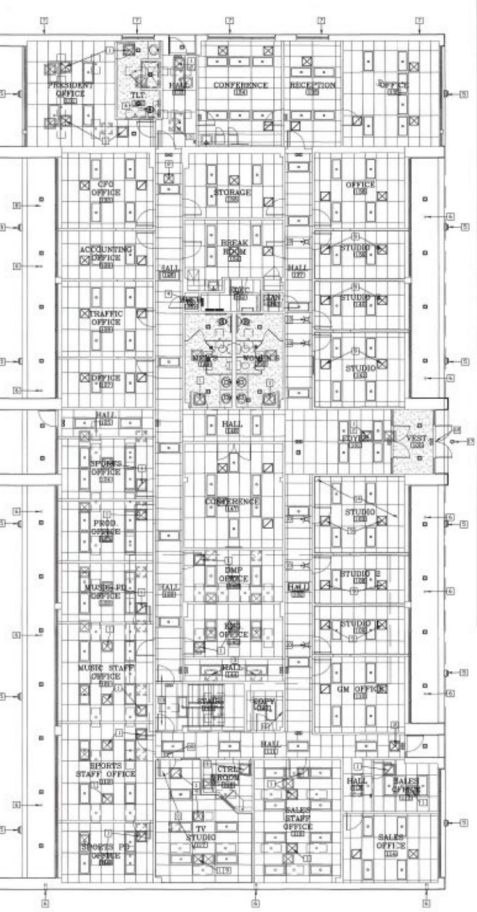
PROVIDE SOLID BLOCKING BEHIND ALL UNITS AT MANUFACTURERS PRESCRIBED FASTENING LOCATIONS.

ALL HANDRAILS AND GRAB BARS TO MEET T.A.S. FORCE REQUIREMENTS OF 250 LBS APPLIED AT ANY LOCATION AND AT ANY DIRECTION.

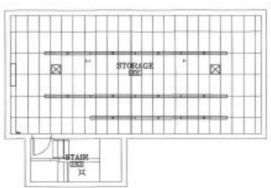
OFFICE RENOVATIONS FOR
RAMAR COMMUNICATIONS, INC.
LUBBOCK — TEXAS

COX DEMO ARCHITECTS PC
AMERICAN INSTITUTE OF ARCHITECTS
8101 80TH STREET, SUITE 1
LUBBOCK, TEXAS 79424
TEL (806)793-1336 FAX (806) 793-1337
WWW.COXDEMOARCHITECTS.COM

PROJECT NO. 315-21
SHEET: A1.0
OF: 18
DATE: 07/16/2021
REVISED:



GROUND FLOOR RCP 01
SCALE 1/4"=1'-0"



BASEMENT RCP 02
SCALE 1/4"=1'-0"

GENERAL NCTES

1) ALL JOINTS AND PENETRATIONS AT EXTERIOR WALL AND ROOF SYSTEMS ARE TO BE SEALED WITH POLYURETHANE SEALANT TO MEET IECC 2003 ENERGY REQUIREMENTS.
2) EXISTING MECHANICAL SYSTEM SHALL BE EVALUATED, CLEANED AND SERVICED BY A LICENSED MECHANICAL CONTRACTOR TO ENSURE PROPER FUNCTION. NOTIFY OWNER OF ANY REPAIRS NEEDED PRIOR TO WORK.

NEW MECHANICAL WORK SHALL BE DESIGNED AND INSTALLED BY A MECHANICAL CONTRACTOR IN ACCORDANCE WITH THE 2015 INTERNATIONAL MECHANICAL CODE, NFPA 90 AND ALL OTHER CODES HAVING JURISDICTION.

MECHANICAL CONTRACTOR SHALL PROVIDE ENERGY CONCHECK AS REQUIRED BY THE CITY OF LUBBOCK.

MECHANICAL CONTRACTOR SHALL RE-BALANCE THE EXISTING SYSTEM AS REQUIRED AT THE COMPLETION OF WORK.

PROVIDE NEW DIGITAL PROGRAMMABLE THERMOSTATS FOR EACH UNIT.

3) NEW ELECTRICAL WORK SHALL BE DESIGNED AND INSTALLED BY A LICENSED MASTER ELECTRICIAN IN ACCORDANCE WITH THE 2014 NATIONAL ELECTRICAL CODE AND OTHER CODES HAVING JURISDICTION.

A LICENSED MASTER ELECTRICIAN SHALL PROVIDE LIGHTING ENERGY CONCHECK AS REQUIRED BY THE CITY OF LUBBOCK.

REPLACE ALL EXISTING POWER RECEPTACLES, LIGHT SWITCHES AND COVERPLATES THROUGHOUT THE BUILDING.

SHEET NOTES

1. EXTEND DUCT TO NEW REGISTER LOCATION.
2. PROVIDE NEW FIRE/SMOKE DAMPER AT REGISTER DUCT AS REQUIRED.
3. EXISTING REGISTERS AND ASSOCIATED DUCT TO BE REMOVED.
4. NEW EXHAUST FAN. EXHAUST TO EXTERIOR (TYPICAL).
5. NEW WALL MOUNTED LIGHTING AT 10'-0" A.F.F. WITH CUTOFFS TO MEET THE CITY OF LUBBOCK REQUIREMENTS.
6. EXISTING BOWS SPROUT MODULE TO REMAIN. GENERAL CONTRACTOR SHALL EVALUATE CONDITION AND ENSURE PROPER OPERATION.
7. EXISTING ADDIE SPROUT TO REMAIN. GENERAL CONTRACTOR SHALL EVALUATE CONDITION AND ENSURE PROPER OPERATION.
8. PATCH EXISTING STUCCO SOFFIT AS REQUIRED. MATCH ADJACENT TEXTURE AND FINISH.
9. PROVIDE NEW GOOSENECK BEND IN EXISTING DUCT WITH SOUND BOARD LINING AT INTERIOR.
10. PROVIDE AND INSTALL NEW 120 AIR LIGHT IN HALL OUTSIDE OF STUDIO 100 WITH SWITCH LOCATED INSIDE STUDIO. VERIFY EXACT REQUIREMENTS WITH OWNER.
11. PROVIDE JUNCTION BOX AND ADDITIONAL POWER FOR OWNER PROVIDED STUDIO LIGHTING SYSTEM. VERIFY EXACT REQUIREMENTS WITH OWNER.
12. REFER TO SHEET A4.0.0 FOR MAGNETIC LOCK AT DOOR.
13. REFER TO SHEET A4.0.0 FOR MAGNETIC HOLD-OPEN AT DOOR.
14. PROVIDE ADDITIONAL POWER AND MECHANICAL CONNECTIONS FOR OWNER PROVIDED SOUND ISOLATION ENCLOSURES. VERIFY EXACT REQUIREMENTS AND QUANTITIES WITH OWNER.
15. NEW WALL MOUNTED MINI-SPLIT SYSTEM. PROVIDED MIN. 60" CLEAR ON FRONT OF UNIT. LOCATE NEW CONDENSER ON ROOF WITHIN EXISTING SCREENING ENCLOSURE.
16. PROVIDE AND INSTALL NEW POWER AND PHONE/DATA RECEPTACLES AS REQUIRED FOR OWNER PROVIDED VENDING MACHINE.
17. PROVIDE AND INSTALL NEW POWER FOR NEW SIGNAGE PROVIDED UNDER A SEPARATE CONTRACT.

SHEET LEGEND

GYPSUM BOARD — 2X4 SUSPENDED ACOUSTIC PANELS

EXHAUST FAN; RCP SUPPLY/RETURN; CSD SUPPLY/RETURN; EXG SUPPLY/RETURN; DEMO SUPPLY/RETURN

NEW 2X4 LIGHT; EXG. 2X4 LIGHT; DEMO 2X4 LIGHT; EXIT STEP LIGHT

EXIT WALL SIGN FACE; DEMO LIGHT; RECESS LIGHT; WALL LIGHT

INTERIOR FINISH SCHEDULE

SPACE	FLOOR MATERIAL	FINISH	BASE MATERIAL	FINISH	WALLS MATERIAL	FINISH	CEILING MATERIAL	FINISH	HGT.	REMARKS
VESTIBULE 108	CERAMIC TILE	SEAL GROUT	CERAMIC TILE	SEAL GROUT	EXG. BRICK	-	EXG. SHEATHING	TEX. & ENAMEL	7'-10"	-
FOYER 100	CARPET TILE	/ACUUM	4" VINYL	-	GYP. BD.	TEX. & ENAMEL	2X4 SUSP. ACOUS.	-	9'-0"	-
HALL 102,0,202 103,104,107,204, 205,207	CARPET TILE	/ACUUM	4" VINYL	-	GYP. BD.	TEX. & ENAMEL	2X4 SUSP. ACOUS.	-	9'-0"	-
HALL 105,233	CARPET TILE	/ACUUM	4" VINYL	-	GYP. BD.	TEX. & ENAMEL	2X4 SUSP. ACOUS.	-	9'-0"	-
EXISTING BOOKSTORE 201,217,218,0HALL 202	CARPET TILE	/ACUUM	4" VINYL	-	GYP. BD.	TEX. & ENAMEL	2X4 SUSP. ACOUS.	-	9'-0"	-
OFFICE 203,0205, 206,208,209,210, 211,212,213,214, 215,216,219,220, 221,222,223,224, 225,226,227,228, 229,230,231,232, 234,235,236,237, 238,239,240,241, 242,243,244,245, 246,247,248,249, 250,251,252,253, 254,255,256,257, 258,259,260,261, 262,263,264,265, 266,267,268,269, 270,271,272,273, 274,275,276,277, 278,279,280,281, 282,283,284,285, 286,287,288,289, 290,291,292,293, 294,295,296,297, 298,299,300,301, 302,303,304,305, 306,307,308,309, 310,311,312,313, 314,315,316,317, 318,319,320,321, 322,323,324,325, 326,327,328,329, 330,331,332,333, 334,335,336,337, 338,339,340,341, 342,343,344,345, 346,347,348,349, 350,351,352,353, 354,355,356,357, 358,359,360,361, 362,363,364,365, 366,367,368,369, 370,371,372,373, 374,375,376,377, 378,379,380,381, 382,383,384,385, 386,387,388,389, 390,391,392,393,

CITY OF LUBBOCK
ALTERATIONS COMMERCIAL BUILDING

Date Entered	Date Expires	Permit Type/Number	Project Number
14-Oct-2021	12-Apr-2022	COMM-125870-2021	

Parcel

PIN: 36104
Address: 620 AVE O
Zip: 79401
Units:
Subdivision: MEMORIAL CENTER
Legal Detail: MEMORIAL CENTER BLK 7 L 3A

Zone	Type of Construction	Occupancy
	II-B	B

Proposed Development

437 - COMMERCIAL ADDITIONS /ALTERATIONS

MIN. FINISHED FLOOR ELEV. Not Determined PER TABLE 403.1. 7.3, 2009 IRC AMENDMENTS.

FLOOD PLAIN?

MEMORIAL CENTER BLK 7 L 3A 11,029.0

DESCRIPTION:
COMMENTS:

COMMENTS:
DESCRIPTION:

CORRECTIVEACTION:
COMMENTS:

RECOMMENDATION:

TO REQUEST INSPECTIONS CALL (806)775-3159 OR (806)775-3174 FOR BUILDING INSPECTION AND (806)775-2589 FOR WATER UTILITIES.

11830 SQ FT
3408 SF - Signed Electrical
3644 SF - Signed Mechanical
1319 SF - Engineered Plumbing

Valuation	Square Footage	C of O Required
$250,000.00	11,029.00	YES

Date Entered	Date Expires	Permit Type/Number	Project Number
14-Oct-2021	12-Apr-2022	COMM-125870-2021	

Professional

LEE LEWIS CONSTRUCTION, INC. 806-797-8400
LEWIS, LEE
PO BOX 65197
LUBBOCK, TX 79464
State License: ACTIVE
Professional License:

Required Inspections

Zoning Final
Building Final
Fire Final
Framing
Slab Building
Footing

Notice/Signature

I hereby certify that the above statements are true facts concerning the construction of the building or other work for which this application is made. I also understand that the issuance of this permit does not relieve the permit holder from the responsibility of complying with all applicable City of Lubbock regulations, codes and ordinances and that failure to comply may subject the permit holder to criminal and/or civil liability.

Issuance of this city permit does not insure compliance with state or federal regulations, rules or laws. I understand that it is the responsibility of the permit holder or his agents to meet applicable state and federal requirements. These requirements may include, but are not limited to, those imposed by the Americans with Disabilities Act, the U. S. Environmental Protection Agency, the Texas Architectural Barriers Act, the Texas Department of Licensing and Regulation, the Texas Department of Health and the Texas Commission of Environmental Quality. This list is not all-inclusive and other federal or state requirements may be applicable.

Customer Signature:_____ **Permit Issued By:** 172984

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to RAMAR Communications, Inc., located at 612 Avenue O, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

RAMAR Communications, Inc. is renovating their property at 612 Avenue O, which is located within the Downtown Tax Increment Financing District boundary, as designated by the City of Lubbock. The scope of the facade project includes new landscaping, fencing and gates.

The cost of the project is estimated to be $79,250, and the requested grant amount is $25,000. The Market Lubbock, Inc. Board of Directors approved this amount at their December 15, 2021 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be $79,250, with $25,000 to be paid upon completion with the requested grant.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Resolution
Market Lubbock Supporting Documentation

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

THAT the Downtown Façade Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to RAMAR Communications, Inc., is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Brianna Gerardi, Business Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES. Market Lubbock DT Facade Expenditure – RAMAR
12.16.21

RE 21-76

RESOLUTION APPROVING RAMAR COMMUNICATIONS, INC 612 AVENUE O DOWNTOWN FACADE & PERMITTABLE GRANT

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, December 15, 2021, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to RAMAR Communications, Inc., owned by Brad Moran and the RAMAR Family Trust, who is renovating the interior and exterior of the property located at 612 Avenue O, located within the downtown TIF. RAMAR Communications was founded in 1972 with the startup of radio station KTEZ-FM 101.1 by Ray Moran. In 1986 RAMAR moved into the building at 98th and University under the helm of the founder's son, Brad Moran. RAMAR Communications will move into its new studios in downtown Lubbock at 612 Avenue O.

The scope of façade work will include landscaping, new fencing and gates totaling $79,250 in façade expenses. The scope of permittable work will include demolition, plumbing, HVAC, electrical and structural work totaling $1,124,054. Total expenses for this project total $1,203,304. The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant RAMAR Communications, Inc. a Downtown Facade Grant of $25,000 and a Downtown Permittable Grant totaling $100,000 for the project at 612 Avenue O, which is located within the Downtown TIF, once proof of payment has been submitted.

WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. Barry Orr and Seconded by Director, Dr. John Opperman.

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with RAMAR Communications, Inc., for improvements to the building at 612 Avenue O, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Linda Davis, Secretary

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



612 Avenue 0

(RAMAR Communications, Inc.)

TOTAL SCOPE OF WORK = $1,203,304

TOTAL FAÇADE SCOPE OF WORK = $79,250

FAÇADE GRANT = $25,000

TOTAL PERMITTABLE SCOPE OF WORK = $1,124,054

PERMITTABLE GRANT = $100,000

Downtown Grant Program
Presented to MLI Board
December 15, 2021

Project 612 Ave O (Façade and Permittable)

RAMAR Communications, Inc. at 612 Ave O is making improvements to both the interior and exterior of their property, located in the Downtown TIF.

RAMAR Communications was founded in 1972 with the startup of radio station KTEZ-FM 101.1 by Ray Moran and was originally housed in the Plains National Bank Building. It was sold in 1983 to help fund the startup of KJTV-TV, which was established in 1981 as an independent television station. The station's success eventually gave way to the FOX network, founded in 1986. That same year, RAMAR moved into its 33,000 sq. ft. building at 98th and University under the helm of the founder's son, Brad Moran. In 1993, two radio stations, AM 950 and FM 93.7, were added back into the operation and by the end of the decade, RAMAR added FM stations 97.3, 106.5. 2016 and 107.7. RAMAR sold the TV business in 2020 but retained its land and towers at 98th and University. RAMAR now operates Double T 97.3, Magic 106.5, 93.7 The Eagle, 107.7 YES! FM, 100.7 The Score, Oldies 97.7, 96.9 The Bull, 93.1 Texas FM and 92.3 The Vibe. In 2022, RAMAR Communications will move into its new studios in downtown Lubbock at 620 Ave O.

The scope of façade work will include landscaping, new fencing and gates totaling $79,250 in façade expenses. The scope of permittable work will include demolition, plumbing, HVAC, electrical and structural work totaling $1,124,054. Total expenses for this project total $1,203,304.

The MLI Board is being asked to consider a Downtown Façade Grant for RAMAR Communications, Inc. totaling $25,000 and a Downtown Permittable Grant of $100,000 at 612 Ave O.

Downtown Grant - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Director of Downtown & Special Projects — Phone: 806.749.4500
Market Lubbock, Inc.
1500 Broadway, Sixth Floor, Lubbock, TX 79401 — Email: jorge@marketlubbock.org

Date Initial Application Submitted (Due prior to start of construction or permits assigned)	07/14/21
Projected Project Start Date	08/01/21
Project Property Address	612 Ave O, Lubbock, TX 79401
Property LCAD R#	56449

GENERAL INFORMATION

Company Name	RAMAR Communications, Inc.	Contact	Brad Moran
Street Address	612 Ave O	Title	President
City, State, Zip	Lubbock, TX 79401	Phone	806-787-3434
		Email	bmoran@ramarcom.com

INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☐ Lease ☑ — Grant Type: Permittable ☑ Façade ☑
(612 Ave O, LLC)

Project Summary Scope

Major renovations to interior and exterior of property.

Summary of Expenses (detailed bids attached)	Projected	MLI Approved
Façade	$79,250	$25,000
Permittable	$1,124,054	$100,000
TOTAL	**$1,203,304**	**$125,000**

Final bids will be used to calculate the project cost and grant amount.

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent
Brad Moran	51%		
RAMAR Family Trust, Brad Moran Trustee	49%		

Is the firm registered with the Secretary of State's Office to do business in Texas? Yes
Are you in good standing with the State of Texas? Yes

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations? No
Has the company or principals of the company had prior bankruptcies or lawsuits? No

If you answered "Yes" to either of the above two questions, please explain

APPLICANT'S CHECKLIST:

Initial application received by MLI prior to the start of construction and/or before permits are assigned ☐

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI. ☐

Contact Brianna Gerardi, City Director of Development bgerardi@mylubbock.us , to determine:

- Does the scope of work meet downtown standards and guidelines? ☐
- Are permits required for any aspect of the scope of work? ☐
- Are public improvements required? ☐

Documents Required for Final Grant Application

- Copies of City permits, if applicable ☐
- Detailed/Itemized Bids ☐
- Before Pictures ☐
- Copy of building's current certificate of occupancy (request at orr@mylubbock.us) ☐
- Architectural Renderings (if applicable) ☐
- Architectural Plans (if applicable) ☐

After Completion of Construction

- Certificate of Occupancy or Similar City Document Approving Completion *(Applicant responsible for final scope of work matching approved scope)* ☐
- Proof of Payment:
  - PAID Invoices (must reference the approved project) ☐
  - Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies) ☐

Signature (not required for electronic submittals): Brad Moran (per email)

Date: 7/15/2021

612 Ave O – Before Pictures









612 Ave O – Rendering



EXTERIOR SKETCHES

SCALE NONE

9/7/21

COX DIRKS ARCHITECTS PC

AMERICAN INSTITUTE OF ARCHITECTS

5101 80TH STREET, SUITE 1

LUBBOCK, TEXAS 79424

612 Ave O – Lee Lewis Schedule of Values

Proj:	Ramar	Bldg Area:	11,500	sf			
Loc:	Lubbock	Site Area:	0	sf	0 Acres	Estimator:	
Owner:	Moran	Schedule:	4	mo			
Arch:	CDA	Subcontract					
Date:	8/6/2021	Bond Rate:	1.50%				

Code	Description	Subcontractor/Vendor		Subs	Matl's	Labor	Total	$/Sf
	General Conditions				14,873	22,360	37,233	3.24
							0	0.00
	Bldng. Permit			2,875			2,875	0.25
	Survey			2,500			2,500	0.22
	SWPPP			EXCLUDED			0	0.00
	Construction Entrance		Allowance	2,000			2,000	0.17
							0	0.00
	Contingency Allowance	SPECS		0			0	0.00
							0	0.00
							0	0.00
024119	Selective Site Demolition	LLCI			10,500	43,200	53,700	4.67
	Selective Interior Demo	LLCI			w/ demo	w/ demo	0	0.00
	Selective Building Demo	LLCI			w/ demo	w/ demo	0	0.00
							0	0.00
	New Asphalt Paving		Allowance	5,600			5,600	0.49
	Paving Repair	Pavecon		6,856			6,856	0.60
	Striping/ADA Signs	Pavecon		w/ pav repair			0	0.00
321313	Portland Cement Concrete	Morris		48,528			48,528	4.22
							0	0.00
329000	Landscape Work Patch and Re	Allowance		20,000			20,000	1.74
							0	0.00
	Site Fencing		Allowance	41,250			41,250	3.59
	Gates		Allowance	15,000			15,000	1.30
	Cedar Utility Gate		Allowance	3,000			3,000	0.26
							0	0.00
							0	0.00
							0	0.00
042000	Unit Masonry Assemblies	Lonestar		107,350			107,350	9.33
047000	Adhered Stone Veneer System	Lonestar		w/ masonry			0	0.00
047200	Cast Stone Masonry	Lonestar		w/ masonry			0	0.00
	CMU Fence	Lonestar		w/ masonry			0	0.00
	Concrete Grade Beam for CMU	Wall	Allowance	20,545			20,545	1.79
							0	0.00
051200	Bollards	South Plains Steel			1,900		1,900	0.17
055000	Metal Fabrications	LLCI			5,000	1,200	6,200	0.54
							0	0.00
	Prefab Parking Structure		Allowance	0			0	0.00

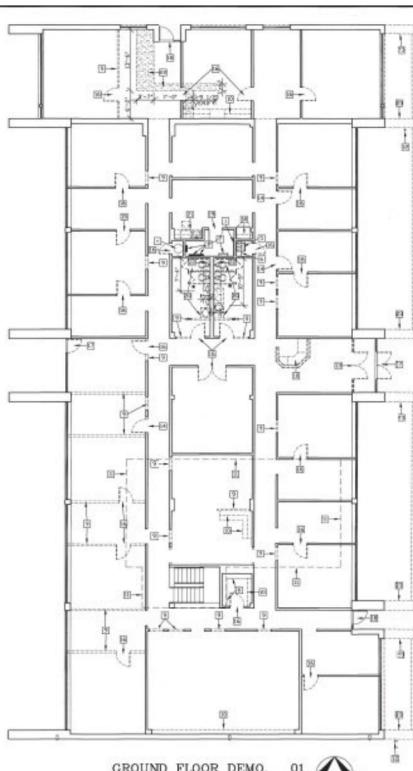
Proj:	Ramar	Bldg Area:	11,500	sf				
Loc:	Lubbock	Site Area:	0	sf	0	Acres	Estimator:	
Owner:	Moran	Schedule:	4	mo				
Arch:	CDA	Subcontract						
Date:	8/6/2021	Bond Rate:	1.50%					

Code	Description	Subcontractor/Vendor		Subs	Matl's	Labor	Total	$/Sf
							0	0.00
061053	Miscellaneous Carpentry	LLCI		17,250			17,250	1.50
							0	0.00
	Millwork	Hunter		23,483			23,483	2.04
							0	0.00
71500	Firestopping	w/ trades		24,000			24,000	2.09
							0	0.00
7400	Stucco	T&S		68,750			68,750	5.98
	Stucco Soffit	T&S		w/ Stucco			0	0.00
							0	0.00
7700	Roofing Sheet Metal	Schrader		12,888			12,888	1.12
							0	0.00
079200	Joint Sealants	Monterey		8,200			8,200	0.71
							0	0.00
081113	Steel Doors and Frames	WBS			32,082	6,900	38,982	3.39
087100	Door Hardware	WBS			w/ doors	w/ doors	0	0.00
							0	0.00
054000	Cold-Formed Metal Framing	Hamilton		w/ gyp			0	0.00
072100	Building Insulation	Hamilton		w/ gyp			0	0.00
092216	Non-Load Bearing Steel Framir	Hamilton		w/ gyp			0	0.00
092900	Gypsum Board Sheathing	Hamilton		94,200			94,200	8.19
	Exterior Framing and Sheathing	Hamilton		w/ gyp			0	0.00
							0	0.00
9400	Carpet	Yates		99,245			99,245	8.63
	Resilient	Yates		w/ carpet			0	0.00
	Ceramic Tile	Yates		w/ carpet			0	0.00
							0	0.00
099100	Painting	Padgett		98,445			98,445	8.56
	25% Wall VC Removal	Padgett		w/ painting			0	0.00
							0	0.00
10000	Toilet Accessories	WBS			4,859	500	5,359	0.47
	Fire Extiguisher		Allowance		1,000	w/ crew	1,000	0.09
							0	0.00
224000	Plumbing	Earls		32,226			32,226	2.80
	HVAC		Allowance	35,000			35,000	3.04
	Concrete Patch @ Plumbing		Allowance	2,000			2,000	0.17
							0	0.00

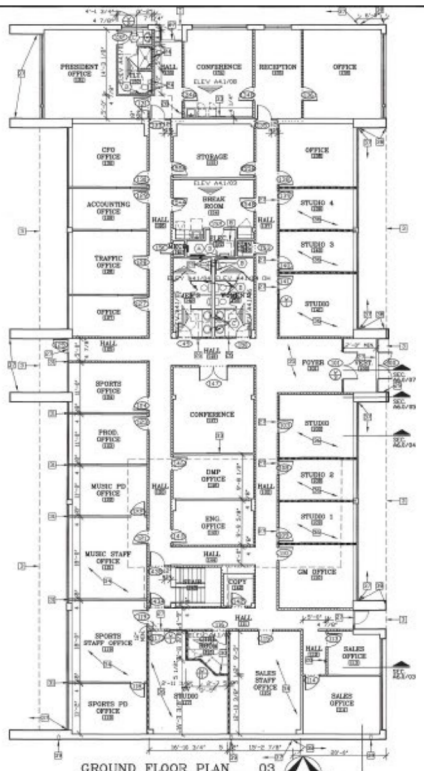
Proj:	Ramar	Bldg Area:	11,500	sf				
Loc:	Lubbock	Site Area:	0	sf	0	Acres	Estimator:	
Owner:	Moran	Schedule:	4	mo				
Arch:	CDA	Subcontract						
Date:	8/6/2021	Bond Rate:	1.50%					

Code	Description	Subcontractor/Vendor	Subs	Matl's	Labor	Total	$/Sf
260000	Electrical	Larcon	78,500			78,500	6.83
	Fire Alarm		EXCLUDED			0	0.00
						0	0.00
	Labor Crew				10,320	10,320	0.90
						0	0.00
						0	0.00
Fee/Mo.:	$13,233	AddCheck --: **ok**	869,691	70,214	84,480	1,024,385	89.08
% General Conditions	3.35%	Percent Cost:	84.9%	6.9%	8.2%		
Approx Cost Beakdown		(MISC)	LAB BURDEN	22.00%	40.00%	29,767	2.59
		Bldrs. Risk $295	Sales Tax	GRT	0.00%	0	0.00
Site	$208,479 $18.13	Gen. Liab. $4,217	Sub Total			1,054,152	91.67
		OPL $0	B.R./G.L./OPL			4,512	0.39
Building	$994,825 $86.51	P&P Bond $14,616	Fee		5.0%	52,933	4.60
					Total	1,111,597	96.66
				Gross Reciepts Tax		91,707	

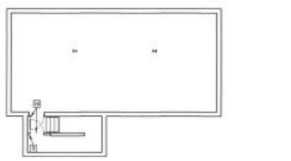
Total With GRT	**1,203,304**
Bid Amount	**1,203,304**



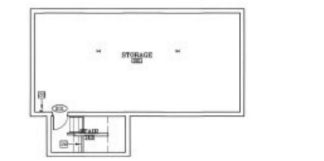
GROUND FLOOR DEMO. PLAN 01
SCALE 1/10"=1'-0"



GROUND FLOOR PLAN 03
SCALE 1/10"=1'-0"



BASEMENT DEMO. PLAN 02
SCALE 1/10"=1'-0"



BASEMENT FLOOR PLAN 04
SCALE 1/10"=1'-0"

GENERAL NOTES

1) THE GENERAL CONTRACTOR SHALL COORDINATE PLACEMENT, SIZE AND CONNECTION OF ALL ITEMS AND EQUIPMENT FURNISHED BY THE OWNER
2) ALL GYPSUM BOARD TO BE 5/8" TYPE X.
3) PROVIDE 6" BATT INSULATION ABOVE ALL CEILINGS. PROVIDE FULL CAVITY SOUND INSULATION AT ALL INTERIOR WALLS.
4) PROVIDE BLOCKING IN WALLS FOR ALL SHELVING, CABINETS, AND WALL MOUNTED FIXTURES AND EQUIPMENT.
5) ALL INTERIOR STUDS TO BE 3-5/8" 20 GA AT 16" O.C. UNLESS OTHERWISE NOTED. EXTERIOR STUDS TO BE 6" 20GA AT 16" O.C. UNLESS OTHERWISE NOTED. PROVIDE 1 LOOP CONT. CHANNEL AT 4'-0" O.C. IN ALL WALLS OVER 9'-0" HIGH. ALL INTERIOR STUD WALLS SHALL EXTEND A MINIMUM OF 6" ABOVE CEILING GRID.
6) ALL HANDRAILS AND GRAB BARS TO MEET 1.5 FORCE REQUIREMENTS OF 250 LBF'S APPLIED AT ANY LOCATION AND IN ANY DIRECTION.
7) DO NOT SCALE THESE DRAWINGS. ALL DIMENSIONS ARE TO FINISHED GYP. BD. AT INTERIOR WALLS AND TO FACE STUD OR BRICK AT EXTERIOR WALLS. VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD. ANY DISCREPANCIES IN THESE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO STARTING WORK.
8) ALL APPLIANCES FURNISHED BY THE OWNER & INSTALLED BY CONTRACTOR
9) ALL JOINTS AND PENETRATIONS AT EXTERIOR WALL AND ROOF SYSTEMS ARE TO BE SEALED WITH POLYURETHANE SEALANT TO MEET IECC 2003 ENERGY REQUIREMENTS.
10) ALL WORK SHALL CONFORM TO THE 2015 INTERNATIONAL BUILDING CODE, AND ALL OTHER APPLICABLE CODES, STANDARDS, AND REGULATIONS OF THE CITY OF LUBBOCK.
11) GC IS RESPONSIBLE FOR SUBMITTALS, PAYING FEES AND OBTAINING ALL PERMITS ASSOCIATED WITH THE PROJECT, INCLUDING BUT NOT LIMITED TO THE GENERAL BUILDING PERMIT, ELECTRICAL, MECHANICAL, PLUMBING, OR OTHER RELATED FIRE PERMITS, ENCROACHMENT PERMITS, ETC. G.C. WILL PAY FOR "CONNECTION FEES" ASSOCIATED WITH UTILITY PERMITS. G.C. RESPONSIBLE TO PAY FOR TEMPORARY FACILITIES FEES AS REQUIRED TO COMPLETE THE WORK IN A TIMELY MANNER.
12) THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS SHALL VISIT, REVIEW, AND FAMILIARIZE THEMSELVES WITH THE SITE PRIOR TO SUBMITTING BIDS.
13) THE GENERAL CONTRACTOR SHALL STUB ALL DATA CONDUIT TO 6" ABOVE CEILING FOR OWNER SELECTED DATA CABLE INSTALLER.
14) ASBESTOS SURVEY TO BE PROVIDED BY OWNER AND TURNED OVER TO THE GENERAL CONTRACTOR PRIOR TO START OF CONSTRUCTION. ANY ITEMS REQUIRING ABATEMENT TO BE COMPLETED BY OWNER PRIOR TO THE START OF THE CONTRACT.
15) INFORMATION CONCERNING THE EXISTING BUILDING STRUCTURE, SIZE, LOCATION OF EQUIPMENT, FINISHES, ETC. WAS OBTAINED FROM VARIOUS FIELD OBSERVATIONS OF THE EXISTING BUILDING. EVERY EFFORT HAS BEEN MADE TO ACCURATELY DEPICT EXISTING CONDITIONS, HOWEVER ALL WORK MUST BE VERIFIED IN THE FIELD PRIOR TO DEMOLITION AND CONSTRUCTION, INCLUDING BUILDING DIMENSIONS, EQUIPMENT SIZES AND EXISTING CONDITIONS RELATING TO THE WORK OF THIS CONTRACT. ANY DISCREPANCIES OR DISCREPANCIES BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE ARCHITECT FOR CLARIFICATION AND/OR CORRECTION PRIOR TO ANY WORK BEING DONE IN LAYOUTS.
16) THE CONTRACTOR SHALL SHORE AND/OR UNDERPIN EXISTING WORK AS REQUIRED TO SAFELY INSTALL NEW WORK. THIS WORK SHALL BE THE FULL RESPONSIBILITY OF THE CONTRACTOR AND NO ACT, DIRECTION OR REVIEW OF ANY SYSTEM OR METHOD BY ARC ARCHITECTS SHALL CHANGE OR AFFECT THE CONTRACTOR'S RESPONSIBILITY IN THE MATTER. DEFLECTION OF EXISTING ELEMENTS TO BE LIMITED TO 1/16" OR GREATER TO MAINTAIN INTEGRITY OF THE EXISTING STRUCTURE.
17) THE GENERAL CONTRACTOR SHALL USE EXTREME CAUTION IN DEMOLITION OF EXISTING CONSTRUCTION. ANY ITEM STRUCTURAL IN NATURE AND SCHEDULED FOR DEMOLITION IN THIS DRAWING BUT NOT IDENTIFIED AS STRUCTURAL IN NATURE SHALL BE VERIFIED WITH THE ARCHITECT PRIOR TO DEMOLITION. BY FAILING TO DO SO, THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE CONSEQUENCES OF SUCH ACTION.
18) THE GENERAL CONTRACTOR SHALL REMOVE ANY EXISTING MISCELLANEOUS TRIM AND SURFACES AS REQUIRED TO PROVIDE A PLUMB AND TRUE SURFACE SUITABLE FOR THE APPLICATION OF NEW WALL FINISHES.
19) PATCH ALL EXISTING WALLS WHERE WALLS HAVE BEEN REMOVED AND MATCH EXG. FINISHES.
20) STRIP ALL FINISHES 3FT EXISTING WALLS AND FLOORS AND PREPARE SURFACES FOR INSTALLATION OF NEW FINISHES AS SCHEDULED.
21) REFER TO SHEET A4.0.0 FOR ADDITIONAL NOTES.

SHEET NOTES

1. EXISTING WALL MOUNTED TELEPHONIC BOARD TO REMAIN.
2. EXISTING ELECTRICAL PANELS TO REMAIN.
3. EXISTING OVERHANG ABOVE SHOWN DASHED.
4. EXISTING WATER HEATER TO REMAIN.
5. EXISTING MOP BASIN TO REMAIN.
6. EXISTING SHELVING TO REMAIN, ENAMEL.
7. EXISTING ROOF ACCESS LADDER TO REMAIN.
8. NEW FURR-DOWN FROM 7'-0" TO BOTTOM OF DECK AT EXISTING MOP ACCESS LADDER, TYP. & ENSURE PROVIDE MIN. 36"X36" ACCESS CLEARANCE.
9. EXISTING WALL TO BE REMOVED AS REQUIRED FOR NEW CONSTRUCTION. REMOVE ASSOCIATED ELECTRICAL, DEVICES, CONDUIT AND CIRCUITS BACK TO PANEL.
10. EXISTING MILLWORK TO BE REMOVED.
11. EXISTING BASEMENT LINE BELOW SHOWN DASHED.
12. EXG. HOSE BIBB TO BE REMOVED, CAP LINE IN EXISTING WALL AS REQUIRED. REF. PLUMBING SHEETS.
13. EXG. ALUMINUM STOREFRONT TO BE REMOVED. REVERSE CEILING AS REQUIRED TO NEW STOREFRONT LOCATION. EXISTING STUCCO FINISH IN VESTIBULE TO BE REMOVED. PROVIDE NEW GYP. BD. SHEATHING & FURR-DOWN TO 7'-0" AS REQUIRED AT NEW VESTIBULE.
14. EXG. WOOD DOOR, WOOD FRAME, TRANSOM AND ASSOCIATED HARDWARE TO BE REMOVED. PATCH WALL AT REMOVED TRANSOM AS REQUIRED.
15. EXG. WOOD DOOR, WOOD FRAME AND ASSOCIATED HARDWARE TO BE REMOVED.
16. EXG. WOOD DOOR, HOL. MET. FRAME AND ASSOCIATED HARDWARE TO BE REMOVED
17. EXG. ALUMINUM STOREFRONT DOORS TO BE REMOVED AND REPLACED AS INDICATED ON SHEET A4.0.0.
18. EXG. DOOR, FRAME AND HARDWARE TO REMAIN.
19. EXG. DOOR AND FRAME TO REMAIN. REF. SHEET A4.0.0 FOR NEW HARDWARE.
20. EXG. TOILET PARTITIONS, PLUMBING FIXTURES, CEILING AND FINISHES TO BE REMOVED IN PREPARATION FOR NEW CONSTRUCTION. EXTEND EXISTING LINES TO NEW FIXTURES AS REQUIRED. REF. PLUMBING SHEETS.
21. EXG. MILLWORK AND LAVATORY TO BE REMOVED IN PREPARATION FOR NEW CONSTRUCTION. EXTEND EXISTING LINES TO NEW FIXTURES AS REQUIRED. REF. PLUMBING SHEETS.
22. SAW CUT AND REMOVE EXISTING CONCRETE SLAB AS REQUIRED FOR NEW CONSTRUCTION. PROVIDE NEW CONCRETE SLAB TO MATCH EXISTING SLAB THICKNESS AND REINFORCEMENT. REF. DETAIL A6/A5.01. CONCRETE AT FLOOR DRAIN IS SHOWN SHALL BE FORMED AND PLACED SEPARATELY TO ENSURE PROPER SLOPE. GENERAL CONTRACTOR SHALL VERIFY THAT SLOPE DOES NOT EXCEED 1/4" PER FOOT IN ANY DIRECTION.
23. EXG. MASONRY WIND WALL TO BE REMOVED AS REQUIRED FOR NEW CONSTRUCTION. REF. SHEET A5.0.0 FOR ADDITIONAL NOTES.
24. FUTURE GRAB BARS SHOWN DASHED. REF. INTERIOR ELEVATIONS FOR GB BLOCKING LOCATIONS.
25. PROVIDE 2X BLOCKING AT ALL SUPPORTS FOR GRAB BARS.
26. ACCESSIBLE TOILET SIGNS AT 5'-0" REF. DETAIL A6/A5.04 FOR STANDARD MOUNTING LOCATIONS.
27. ALUM. THRESHOLD TO MEET A.D.A. & T.A.S. REQUIREMENTS.
28. LARSEN'S FIRE EXTINGUISHER RCES IN #807 BRACKET.
29. INSTALL MASTER MAIN ENTRY KNOX-BOX #3200 SERIES, HINGED BOX MODEL WITH RECESSED MOUNTING KIT. TO CITY OF LUBBOCK REQUIREMENTS. CONTACT FIRE MARSHALLS OFFICE FOR KEYING REQUIREMENTS.
30. 3" GRIDMEET VERIFY EXACT LOCATION WITH OWNER PRIOR TO INSTALLATION.
31. REF. DETAILS A4.0.0/05 & 06 FOR WALL TO WINDOW CONDITION.
32. NEW HANDRAIL/CANE DETECTION RAIL. REF. DETAIL A4.0.0/03
33. PROVIDE POWER AND CABLE RECEPTACLES FOR OWNER PROVIDED TV AND BRACKET. VERIFY MOUNTING HEIGHT WITH OWNER PRIOR TO INSTALLATION.
34. PROVIDE POWER, DATA AND PHONE RECEPTACLES FOR OWNER PROVIDED CUBICLES. VERIFY QUANTITIES, LOCATIONS AND REQUIREMENTS WITH OWNER PRIOR TO INSTALLATION.
35. PROVIDE POWER, DATA AND PHONE RECEPTACLES FOR OWNER PROVIDED RECEPTION DESK. VERIFY QUANTITIES, LOCATIONS AND REQUIREMENTS WITH OWNER PRIOR TO INSTALLATION.
36. PROVIDE ADDITIONAL LAYER 5/8" SOUND BOARD TO DECK ON ALL WALLS AT STUDIO SIDE. SEAL ALL PENETRATIONS.
37. NEW SYNTHETIC STUCCO OVER EXISTING BRICK MASONRY. REF. EXTERIOR ELEVATIONS. PROVIDE DARK COAT PER MANUFACTURERS INSTRUCTIONS FOR FLAT, SMOOTH SURFACE.
38. NEW COLUMN STONE OVER EXISTING BRICK MASONRY. REF. EXTERIOR ELEVATIONS.
39. REVERK EXISTING BOWSPROUT TO NEW FINISH AS REQUIRED.

WALL TYPE LEGEND

EXISTING WALL TO REMAIN

INTERIOR STUDS TO BE 3-5/8" 25 GA AT 24" O.C. AND SHALL EXTEND ABOVE CEILING LINE UNLESS OTHERWISE NOTED. EXTERIOR STUDS TO BE 6" CSW 16 GA. AT 16" O.C. UNLESS OTHERWISE NOTED.

1 HR. FIRE PARTITION TO BOOK. INTERIOR STUDS TO BE 3-5/8" STC 50 GA. AT 24" O.C. WITH 1 LAYER 5/8" TYPE "X" FIRE CODE GYP. BD. EACH SIDE. SEAL PERIMETER TIGHT. FILL CAVITY WITH SOUND BATT INSULATION. SEAL ALL PENETRATIONS. REF. DETAIL A4.0.0/08 FOR ALL SCHEME. CONFIGURATION AT PARTITIONS OVER CORRIDORS.

SOUND WALL TO BOOK. INTERIOR STUDS TO BE 3-5/8" STC 55 GA. AT 24" O.C. WITH 1 LAYER 5/8" TYPE "X" GYP. BD. EACH SIDE AND 1 LAYER 5/8" SOUND BOARD ON STUDIO SIDE. SEAL PERIMETER TIGHT. FILL CAVITY WITH SOUND BATTS. SEAL ALL PENETRATIONS.

TOILET ACCESSORY SCHEDULE

MARK	ITEM	MFG.	MFG. NO.	QTY.	MOUNTING	REMARKS
A	PAPER TOWEL DISPENSER AND WASTE BASKET	BOBRICK	B-43512	1	SURFACE	CONCEALED FLANGE, SATIN FINISH
B	BABY CHANGING STATION	BOBRICK	B-2111	1	SURFACE	CONCEALED FLANGE, SATIN FINISH
C	MIRRORS	BOBRICK	TBD	-	SURFACE	PROVIDE "SURFACE MOUNTED" WITH CONCEALED FASTENERS, REF. DETAIL
D	SANITARY NAPKIN DISPOSAL	BOBRICK	B-270	-	SURFACE	SINGLE WALL

NOTE: ALL ITEMS ARE TO BE INSTALLED TO ADA AND T.A.S. GUIDELINES AND REQUIREMENTS. REF. TYPICAL MOUNTING DETAILS AND ENTRANCE ELEVATIONS.

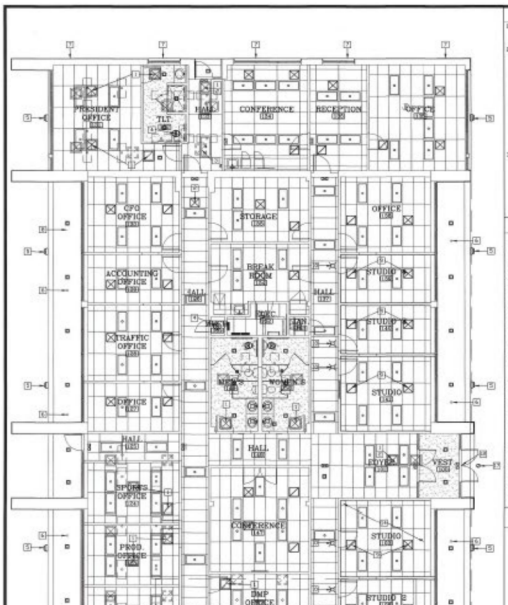
PROVIDE SOLID BLOCKING BEHIND ALL UNITS AT MANUFACTURERS PRESCRIBED FASTENING LOCATIONS.

ALL HANDRAILS AND GRAB BARS TO MEET T.A.S. FORCE REQUIREMENTS OF 250 LBS APPLIED AT ANY LOCATION AND AT ANY DIRECTION.

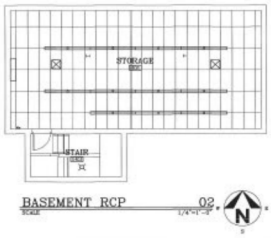
OFFICE RENOVATIONS FOR
RAMAR COMMUNICATIONS, INC.
LUBBOCK, TEXAS

COX DEMO ARCHITECTS PC
AMERICAN INSTITUTE OF ARCHITECTS
8101 80TH STREET, SUITE 1
LUBBOCK, TEXAS 79424
TEL (806)793-1336 FAX (806) 793-1337
WWW.COXDEMOARCHITECTS.COM

PROJECT NO. 315-21
SHEET: A1.0
OF: 18
DATE: 07/16/2021
REVISED:



GROUND FLOOR RCP 01
SCALE 1/4"=1'-0"



BASEMENT RCP 02
SCALE 1/4"=1'-0"

GENERAL NCTES

1) ALL JOINTS AND PENETRATIONS AT EXTERIOR WALL AND ROOF SYSTEMS ARE TO BE SEALED WITH POLYURETHANE SEALANT TO MEET IECC 2003 ENERGY REQUIREMENTS.
2) EXISTING MECHANICAL SYSTEM SHALL BE EVALUATED, CLEANED AND SERVICED BY A LICENSED MECHANICAL CONTRACTOR TO ENSURE PROPER FUNCTION. NOTIFY OWNER OF ANY REPAIRS NEEDED PRIOR TO WORK.
NEW MECHANICAL WORK SHALL BE DESIGNED AND INSTALLED BY A MECHANICAL CONTRACTOR IN ACCORDANCE WITH THE 2015 INTERNATIONAL MECHANICAL CODE, NFPA 90 AND ALL OTHER CODES HAVING JURISDICTION.
MECHANICAL CONTRACTOR SHALL PROVIDE ENERGY CONCHECK AS REQUIRED BY THE CITY OF LUBBOCK.
MECHANICAL CONTRACTOR SHALL RE-BALANCE THE EXISTING SYSTEM AS REQUIRED AT THE COMPLETION OF WORK.
PROVIDE NEW DIGITAL PROGRAMMABLE THERMOSTATS FOR EACH UNIT.
3) NEW ELECTRICAL WORK SHALL BE DESIGNED AND INSTALLED BY A LICENSED MASTER ELECTRICIAN IN ACCORDANCE WITH THE 2014 NATIONAL ELECTRICAL CODE AND OTHER CODES HAVING JURISDICTION.
A LICENSED MASTER ELECTRICIAN SHALL PROVIDE LIGHTING ENERGY CONCHECK AS REQUIRED BY THE CITY OF LUBBOCK.
REPLACE ALL EXISTING POWER RECEPTACLES, LIGHT SWITCHES AND COVERPLATES THROUGHOUT THE BUILDING.

SHEET NOTES

1. EXTEND DUCT TO NEW REGISTER LOCATION.
2. PROVIDE NEW FIRE/SMOKE DAMPER AT REGISTER DUCT AS REQUIRED.
3. EXISTING REGISTERS AND ASSOCIATED DUCT TO BE REMOVED.
4. NEW EXHAUST FAN. EXHAUST TO EXTERIOR CRIPPEAL.
5. NEW WALL MOUNTED LIGHTING AT 10'-0" A.F.F. WITH CUTOFFS TO MEET THE CITY OF LUBBOCK REQUIREMENTS.
6. EXISTING BOWS SPROUT MODULE TO REMAIN. GENERAL CONTRACTOR SHALL EVALUATE CONDITION AND ENSURE PROPER OPERATION.
7. EXISTING ADDIE SPROUT TO REMAIN. GENERAL CONTRACTOR SHALL EVALUATE CONDITION AND ENSURE PROPER OPERATION.
8. PATCH EXISTING STUCCO SOFFIT AS REQUIRED. MATCH ADJACENT TEXTURE AND FINISH.
9. PROVIDE NEW GOOSENECK BEND IN EXISTING DUCT WITH SOUND BOARD LINING AT INTERIOR.
10. PROVIDE AND INSTALL NEW 120 AIR LIGHT IN WALL OUTSIDE OF STUDIO 100 W/ SWITCH LOCATED INSIDE STUDIO. VERIFY EXACT REQUIREMENTS WITH OWNER.
11. PROVIDE JUNCTION BOX AND ADDITIONAL POWER FOR OWNER PROVIDED STUDIO LIGHTING SYSTEM. VERIFY EXACT REQUIREMENTS WITH OWNER.
12. REFER TO SHEET A4.0.0 FOR MAGNETIC LOCK AT DOOR.
13. REFER TO SHEET A4.0.0 FOR MAGNETIC HOLD-OPEN AT DOOR.
14. PROVIDE ADDITIONAL POWER AND MECHANICAL CONNECTIONS FOR OWNER PROVIDED SOUND ISOLATION ENCLOSURES. VERIFY EXACT REQUIREMENTS AND QUANTITIES WITH OWNER.
15. NEW WALL MOUNTED MINI-SPLIT SYSTEM. PROVIDES MIN. 66" CLEAR FRONT BOTTOM OF UNIT. LOCATE NEW CONDENSER ON ROOF WITHIN EXISTING SCREENING ENCLOSURE.
16. PROVIDE AND INSTALL NEW POWER AND PHONE/DATA RECEPTACLES AS REQUIRED FOR OWNER PROVIDED VENDING MACHINE.
17. PROVIDE AND INSTALL NEW POWER FOR NEW SIGNAGE PROVIDED UNDER A SEPARATE CONTRACT.

SHEET LEGEND

GYPSUM BOARD
2X4 SUSPENDED ACOUSTIC PANELS

EXHAUST FAN | RCP SUPPLY/RETURN | CSD SUPPLY/RETURN | EXG SUPPLY/RETURN | DEMO SUPPLY/RETURN
NEW 2X4 LIGHT | EXG 2X4 LIGHT | DEMO 2X4 LIGHT | EXG STRIP LIGHT
EXIT WALL SIGN PACK | DEMO LIGHT | RECESS LIGHT | WALL LIGHT

INTERIOR FINISH SCHEDULE

SPACE	FLOOR MATERIAL	FINISH	BASE MATERIAL	FINISH	WALLS MATERIAL	FINISH	CEILING MATERIAL	FINISH	HGT.	REMARKS
VESTIBULE 108	CERAMIC TILE	SEAL GROUT	CERAMIC TILE	SEAL GROUT	PAINTED STONE	-	EXG. BRICK	-	EXG. SHEATHING	TEX. & ENAMEL	7'-10"	-
FOYER 100	CARPET TILE	/ACUUM	4" VINYL	-	GYP. BD.	TEX. & ENAMEL	2X4 SUSP. ACOUS.	-	9'-0"	-
HALL 130,131,132, 133,134,137,144, 145	CARPET TILE	/ACUUM	4" VINYL	-	GYP. BD.	TEX. & ENAMEL	2X4 SUSP. ACOUS.	-	9'-0"	-
HALL 1015,133	CARPET TILE / CERAMIC TILE	/ACUUM / SEAL GROUT	4" VINYL	-	GYP. BD.	TEX. & ENAMEL	2X4 SUSP. ACOUS.	-	9'-0"	-
EXISTING BOOKSTORE 1001,1002,1003,1004, 1005,1006,1007,1008,1009,1010,1011,1012,1013,1014,1015,1016,1017,1018,1019,1020,1021,1022,1023,1024,1025,1026,1027,1028,1029,1030,1031,1032,1033,1034,1035,1036,1037,1038,1039,1040,1041,1042,1043,1044,1045,1046,1047,1048,1049,1050,1051,1052,1053,1054,1055,1056,1057,1058,1059,1060,1061,1062,1063,1064,1065,1066,1067,1068,1069,1070,1071,1072,1073,1074,1075,1076,1077,1078,1079,1080,1081,1082,1083,1084,1085,1086,1087,1088,1089,1090,1091,1092,1093,1094,1095,1096,1097,1098,1099,1100,1101,1102,1103,1104,1105,1106,1107,1108,1109,1110,1111,1112,1113,1114,1115,1116,1117,1118,1119,1120,1121,1122,1123,1124,1125,1126,1127,1128,1129,1130,1131,1132,1133,1134,1135,1136,1137,1138,1139,1140,1141,1142,1143,1144,1145,1146,1147,1148,1149,1150,1151,1152,1153,1154,1155,1156,1157,1158,1159,1160,1161,1162,1163,1164,1165,1166,1167,1168,1169,1170,1171,1172,1173,1174,1175,1176,1177,1178,1179,1180,1181,1182,1183,1184,1185,1186,1187,1188,1189,1190,1191,1192,1193,1194,1195,1196,1197,1198,1199,1200,1201,1202,1203,1204,1205,1206,1207,1208,1209,1210,1211,1212,1213,1214,1215,1216,1217,1218,1219,1220,1221,1222,1223,1224,1225,1226,1227,1228,1229,1230,1231,1232,1233,1234,1235,1236,1237,1238,1239,1240,1241,1242,1243,1244,1245,1246,1247,1248,1249,1250,1251,1252,1253,1254,1255,1256,1257,1258,1259,1260,1261,1262,1263,1264,1265,1266,1267,1268,1269,1270,1271,1272,1273,1274,1275,1276,1277,1278,1279,1280,1281,1282,1283,1284,1285,1286,1287,1288,1289,1290,1291,1292,1293,1294,1295,1296,1297,1298,1299,1300,1301,1302,1303,1304,1305,1306,1307,1308,1309,1310,1311,1312,1313,1314,1315,1316,1317,1318,1319,1320,1321,1322,1323,1324,1325,1326,1327,1328,1329,1330,1331,1332,1333,1334,1335,1336,1337,1338,1339,1340,1341,1342,1343,1344,1345,1346,1347,1348,1349,1350,1351,1352,1353,1354,1355,1356,1357,1358,1359,1360,1361,1362,1363,1364,1365,1366,1367,1368,1369,1370,1371,1372,1373,1374,1375,1376,1377,1378,1379,1380,1381,1382,1383,1384,1385,1386,1387,1388,1389,1390,1391,1392,1393,1394,1395,1396,1397,1398,1399,1400,1401,1402,1403,1404,1405,1406,1407,1408,1409,1410,1411,1412,1413,1414,1415,1416,1417,1418,1419,1420,1421,1422,1423,1424,1425,1426,1427,1428,1429,1430,1431,1432,1433,1434,1435,1436,1437,1438,1439,1440,1441,1442,1443,1444,1445,1446,1447,1448,1449,1450,1451,1452,1453,1454,1455,1456,1457,1458,1459,1460,1461,1462,1463,1464,1465,1466,1467,1468,1469,1470,1471,1472,1473,1474,1475,1476,1477,1478,1479,1480,1481,1482,1483,1484,1485,1486,1487,1488,1489,1490,1491,1492,1493,1494,1495,1496,1497,1498,1499,1500,1501,1502,1503,1504,1505,1506,1507,1508,1509,1510,1511,1512,1513,1514,1515,1516,1517,1518,1519,1520,1521,1522,1523,1524,1525,1526,1527,1528,1529,1530,1531,1532,1533,1534,1535,1536,1537,1538,1539,1540,1541,1542,1543,1544,1545,1546,1547,1548,1549,1550,1551,1552,1553,1554,1555,1556,1557,1558,1559,1560,1561,1562,1563,1564,1565,1566,1567,1568,1569,1570,1571,1572,1573,1574,1575,1576,1577,1578,1579,1580,1581,1582,1583,1584,1585,1586,1587,1588,1589,1590,1591,1592,1593,1594,1595,1596,1597,1598,1599,1600,1601,1602,1603,1604,1605,1606,1607,1608,1609,1610,1611,1612,1613,1614,1615,1616,1617,1618,1619,1620,1621,1622,1623,1624,1625,1626,1627,1628,1629,1630,1631,1632,1633,1634,1635,1636,1637,1638,1639,1640,1641,1642,1643,1644,1645,1646,1647,1648,1649,1650,1651,1652,1653,1654,1655,1656,1657,1658,1659,1660,1661,1662,1663,1664,1665,1666,1667,1668,1669,1670,1671,1672,1673,1674,1675,1676,1677,1678,1679,1680,1681,1682,1683,1684,1685,1686,1687,1688,1689,1690,1691,1692,1693,1694,1695,1696,1697,1698,1699,1700,1701,1702,1703,1704,1705,1706,1707,1708,1709,1710,1711,1712,1713,1714,1715,1716,1717,1718,1719,1720,1721,1722,1723,1724,1725,1726,1727,1728,1729,1730,1731,1732,1733,1734,1735,1736,1737,1738,1739,1740,1741,1742,1743,1744,1745,1746,1747,1748,1749,1750,1751,1752,1753,1754,1755,1756,1757,1758,1759,1760,1761,1762,1763,1764,1765,1766,1767,1768,1769,1770,1771,1772,1773,1774,1775,1776,1777,1778,1779,1780,1781,1782,1783,1784,1785,1786,1787,1788,1789,1790,1791,1792,1793,1794,1795,1796,1797,1798,1799,1800,1801,1802,1803,1804,1805,1806,1807,1808,1809,1810,1811,1812,1813,1814,1815,1816,1817,1818,1819,1820,1821,1822,1823,1824,1825,1826,1827,1828,1829,1830,1831,1832,1833,1834,1835,1836,1837,1838,1839,1840,1841,1842,1843,1844,1845,1846,1847,1848,1849,1850,1851,1852,1853,1854,1855,1856,1857,1858,1859,1860,1861,1862,1863,1864,1865,1866,1867,1868,1869,1870,1871,1872,1873,1874,1875,1876,1877,1878,1879,1880,1881,1882,1883,1884,1885,1886,1887,1888,1889,1890,1891,1892,1893,1894,1895,1896,1897,1898,1899,1900,1901,1902,1903,1904,1905,1906,1907,1908,1909,1910,1911,1912,1913,1914,1915,1916,1917,1918,1919,1920,1921,1922,1923,1924,1925,1926,1927,1928,1929,1930,1931,1932,1933,1934,1935,1936,1937,1938,1939,1940,1941,1942,1943,1944,1945,1946,1947,1948,1949,1950,1951,1952,1953,1954,1955,1956,1957,1958,1959,1960,1961,1962,1963,1964,1965,1966,1967,1968,1969,1970,1971,1972,1973,1974,1975,1976,1977,1978,1979,1980,1981,1982,1983,1984,1985,1986,1987,1988,1989,1990,1991,1992,1993,1994,1995,1996,1997,1998,1999,2000,2001,2002,2003,2004,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3005,3006,3007,3008,3009,3010,3011,3012,3013,3014,3015,3016,3017,3018,3019,3020,3021,3022,3023,3024,3025,3026,3027,3028,3029,3030,3031,3032,3033,3034,3035,3036,3037,3038,3039,3040,3041,3042,3043,3044,3045

CITY OF LUBBOCK
ALTERATIONS COMMERCIAL BUILDING

Date Entered	Date Expires	Permit Type/Number	Project Number
14-Oct-2021	12-Apr-2022	COMM-125870-2021	

Parcel

PIN: 36104
Address: 620 AVE O
Zip: 79401
Units:
Subdivision: MEMORIAL CENTER
Legal Detail: MEMORIAL CENTER BLK 7 L 3A

Zone	Type of Construction	Occupancy
	II-B	B

Proposed Development

437 - COMMERCIAL ADDITIONS /ALTERATIONS

MIN. FINISHED FLOOR ELEV. Not Determined PER TABLE 403.1. 7.3, 2009 IRC AMENDMENTS.

FLOOD PLAIN?

MEMORIAL CENTER BLK 7 L 3A 11,029.0

DESCRIPTION:
COMMENTS:

COMMENTS:
DESCRIPTION:

CORRECTIVEACTION:
COMMENTS:

RECOMMENDATION:

TO REQUEST INSPECTIONS CALL (806)775-3159 OR (806)775-3174 FOR BUILDING INSPECTION AND (806)775-2589 FOR WATER UTILITIES.

11830 SQ FT
3408 SF - Signed Electrical
3644 SF - Signed Mechanical
1319 SF - Engineered Plumbing

Valuation	Square Footage	C of O Required
$250,000.00	11,029.00	YES

Date Entered	Date Expires	Permit Type/Number	Project Number
14-Oct-2021	12-Apr-2022	COMM-125870-2021	

Professional

LEE LEWIS CONSTRUCTION, INC. 806-797-8400
LEWIS, LEE
PO BOX 65197
LUBBOCK, TX 79464
State License: ACTIVE
Professional License:

Required Inspections

Zoning Final
Building Final
Fire Final
Framing
Slab Building
Footing

Notice/Signature

I hereby certify that the above statements are true facts concerning the construction of the building or other work for which this application is made. I also understand that the issuance of this permit does not relieve the permit holder from the responsibility of complying with all applicable City of Lubbock regulations, codes and ordinances and that failure to comply may subject the permit holder to criminal and/or civil liability.

Issuance of this city permit does not insure compliance with state or federal regulations, rules or laws. I understand that it is the responsibility of the permit holder or his agents to meet applicable state and federal requirements. These requirements may include, but are not limited to, those imposed by the Americans with Disabilities Act, the U. S. Environmental Protection Agency, the Texas Architectural Barriers Act, the Texas Department of Licensing and Regulation, the Texas Department of Health and the Texas Commission of Environmental Quality. This list is not all-inclusive and other federal or state requirements may be applicable.

Customer Signature:_____ **Permit Issued By:** 172984

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution authorizing the Mayor to execute a Vector Control Service Agreement, by and between the City of Lubbock and Lubbock County, Texas, and related documents.

Item Summary

The interlocal agreement will allow for the provision of vector control services to Lubbock County, outside the city limits of Lubbock. The City agrees to provide treatment of playas and recurring water sources as needed, and 6 applications of an ultra low-volume adulticide, using truck-mounted applicators.

A one-time payment of $169,293.00 from Lubbock County to the City of Lubbock, will be paid to share operational and maintenance expenses. If additional applications are required, the County shall pay the direct cost for each additional application.

Fiscal Impact

The City will receive $169,293.00 in revenue from Lubbock County.

Staff/Board Recommending

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

Attachments

Resolution
Contract

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Vector Control Service Agreement, by and between the City of Lubbock and Lubbock County, Texas, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Katherine Wells, MPH, Director of Public Health

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

RES.Vector Control Service Agreement
12.29.21

City of Lubbock, TX
Vector Control
Vector Control Service Agreement

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Interlocal Agreement entered into between Lubbock County, acting by and through its duly authorized County Commissioners Court, hereinafter called "County", and the City of Lubbock, acting by and through its duly authorized Mayor, hereinafter called, "City".

WHEREAS, Lubbock County has determined that a need exists for vector control services in Lubbock County outside the city limits of the City of Lubbock; and

WHEREAS, the City of Lubbock agrees to furnish such services; and

NOW THEREFORE, the parties mutually agree as follows:

1. The City agrees to provide vector control services for the entire area of Lubbock County lying outside the city limits of the City of Lubbock, including incorporated areas within the county. The City will provide weekly reports to the County to inform of sprayed locations.

2. The City in providing this service shall pay all necessary expenses of the personnel involved in this service, including salaries, administration expense, fringe benefits, transportation vehicles, supplies, and maintenance and operation of transportation vehicles.

3. The term of this Agreement shall be from October 1, 2021, (the Effective Date), through September 30, 2022.

4. The County hereby agrees and obligates itself to pay to the City for this service a one time, lump sum amount of One Hundred Sixty Nine Thousand Two Hundred and Ninety-Three and no/100 dollars ($169,293), said amount to be paid no later than thirty (30) days after execution of this agreement by both parties. It is further understood and agreed that in the event additional mosquito applications are necessary, due to heavier than normal rain or a mosquito borne disease outbreak, the County shall pay the direct cost for such additional applications beyond six per year. Detailed costs of this program are shown in the estimated cost exhibit attached hereto as Exhibit A, which exhibit is incorporated herein by reference.

5. The County agrees that all payments to this Agreement must be made from current revenues available to the County pursuant to Section 791.0111 of the Texas Government Code.

6. The City, and its respective officers, employees, elected officials and agents, shall not be liable, and the County hereby releases the City, and its respective officers, employees, elected officials and agents, for, from and/or against any losses, damages, claims or liabilities to company, hold harmless based on work performed, including, but not limited to the negligence, of any type of degree, or fault, of the City, arising from or related to, in any way, manner of form, the unenforceability or voidance, for any reason, of all or any part of this agreement. This release shall survive the termination or voidance of this Agreement.

7. Any notice, demand, request, approval, or other communication (a "notice") which, under the terms of this Agreement or by law, must or may be given by either party, must be in writing, and must be given by personally delivering, by electronic mail, or mailing the same by certified mail, return receipt requested, to the respective parties as follows:

City:	County:
City Secretary City of Lubbock P.O. Box 2000 Lubbock, Texas 79457 BGarza@mylubbock.us	Curtis Parrish (or his successor) Lubbock County Judge 904 Broadway, Suite 101 Lubbock, Texas 79401 cparrish@lubbockcounty.gov

8. The parties hereto find that (a) the services performed by each of them are necessary and authorized for activities that are properly within their statutory functions and programs; (b) they have the authority to contract for the services; (c) they have all necessary power and have received all necessary approvals to execute and deliver this Agreement; and (d) the representatives signing this agreement on their behalf have authority from their respective governing bodies to sign this Agreement.

9. The benefits of this Agreement are intended to inure solely to the City and the County. Accordingly, the parties do not intend any persons who are not named in this paragraph to have authority to enforce any provision of this Agreement.

10. This Agreement is not intended to create and does not create a partnership or joint venture between the parties.

11. The construction, interpretation, and performance of this Agreement and all transactions under it shall be governed by the domestic laws of the State of Texas and any suit regarding this Agreement must be filed in the District Courts of Lubbock County, Texas.

12. If any provision hereof or the application thereof to any person or circumstance is held to any extent, to be void, invalid or unenforceable, the remainder of this Agreement, and the application of such provision to

other persons or circumstances, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

13. The Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Written notice must be sent by certified mail, return receipt requested, or by electronic mail, and the thirty (30) days will be calculated from the date the notice is sent.

14. This agreement embodies the entire Agreement between the parties hereto relative to the subject matter hereof. The City or the County may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by an authorized representative of both organizations and approved by both governing bodies.

Executed this _____ day of _____, 2021.

COMMISSIONER'S COURT OF
LUBBOCK COUNTY, TEXAS:

Curtis Parrish, County Judge 12-13-2021

ATTEST:

Kelly Pinion, County Clerk

APPROVED AS TO FORM:

Jennifer Irlbeck, Civil
Assistant District Attorney

CITY OF LUBBOCK:

Daniel M. Pope, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Katherine Wells
Director of Public Health

APPROVED AS TO FORM:

Ryan Brooke
Assistant City Attorney

EXHIBIT A

Mosquito Control Service Agreement – FY21-22

Compensation for 5 Vector Control Workers, 1 Coordinator and 1 part-time Entomologist: $206,203 x 40%	$82,481
Benefits (Medical Only) - $54,920 x 40%	$21,968
Supplies-Pesticides and Fuel - $58,080 + 10,042 = $68,122 x 40%	$27,249
Maintenance - $59,372 x 40%	$23,749
IT Services - $24,614 x 40%	$9,846
Contracted Medical Entomologist - $10,000 x 40%	$4,000
Total	**$169,293.00**

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution ratifying the actions of the City Manager, or his designee, on behalf of the City of Lubbock, in executing a First Amendment to the Temporary Lease Agreement, executed by the Mayor of the City of Lubbock on October 5, 2021, by and between the City of Lubbock and the BayCal Lubbock Partners, LLC and MBABAB, LLC as TIC c/o NetCo Investment, Inc., and all related documents.

Item Summary

The City's Health Department is utilizing the facilities located at 2717 and 2721 50th Street, to run a Mini-COVID Clinic. This amendment extends the timeframe of the lease by two months from January 6, 2022, to March 6, 2022.

Fiscal Impact

The cost for the extension is $23,664 and will be paid from the COVID Immunization Grant.

Staff/Board Recommending

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

Attachments

Resolution Amendment 1
Lease Agreement

RESOLUTION

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

THAT the act of the City Manager, or his designee, in executing, on behalf of the City of Lubbock, a First Amendment to the Temporary Lease Agreement executed by the Mayor of the City of Lubbock on October 5, 2021, by and between the City of Lubbock and the BayCal Lubbock Partners, LLC and MBABAB, LLC as TIC c/o NetCo Investment, Inc., and all related documents, is hereby ratified in full. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

RES.Temp. Lease Agreement Amendment 1 Ratification COLHD
12.23.21

FIRST AMENDMENT TO TEMPORARY LEASE AGREEMENT

This First Amendment to Temporary Lease Agreement (the "**Lease**") is made and entered into this ___th day of December, 2021 (the "Effective Date"), by and between **BAYCAL LUBBOCK PARTNERS, LLC AND MBABAB, LLC AS TENANTS IN COMMON** (collectively, "**Landlord**"), and **CITY OF LUBBOCK** ("**Tenant**").

1. **Recitals.**

1.1 Landlord and Tenant entered into that certain Temporary Lease agreement dated September 29, 2021 ("**Original Lease**") pursuant to which Tenant leases the premises comprised of approximately 9,376 square feet and located at 2717 & 2721 50th Street, in Lubbock, Texas, as more particularly described in the Temporary Lease Agreement.

1.2 Landlord and Tenant desire by this First Amendment to amend the Temporary Lease in order to extend the Lease Term as set forth herein.

1.3 Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows.

2. **Extension of Term**. Term is scheduled to expire on January 06, 2022. Notwithstanding anything to the contrary contained in the Lease, Landlord and Tenant agree that the Term is hereby extended for a period of two (2) months (the "**First Extension Term**") commencing on January 7, 2022 (the "**First Extension Term Commencement Date**") and ending on March 6, 2022. Tenant shall have no right or option to extend or otherwise renew the Term beyond the First Extension Term. Any reference in the Lease to the "Expiration Date" or words of similar import shall mean March 6, 2022 (the "**Expiration Date**").

3. **Rent**. Total rent ("**Rent**") for the Term is $23,664 due and payable to Landlord due upon execution of this agreement. Landlord acknowledges and agrees that other than Rent and utilities (including trash removal), the Rent provided herein is a "**gross rent**" and Tenant shall not be required to pay operating costs, insurance, taxes, or any other fees or charges, however denominated or stated.

3. **No Defaults**. Tenant hereby certifies and acknowledges that as of the date hereof Landlord is not in default in any respect under the Lease, and Tenant does not have any existing claims, defenses (personal or otherwise), or rights of set-off whatsoever with respect to its obligations under the Lease.

4. **ADA Disclosure**. Landlord hereby represents to Tenant that the Premises has not undergone inspection by a Certified Access Specialist (a "**CASp**" as such term is defined in California Civil Code Section 1938) and, no CASp has determined whether the Premises currently meets all applicable construction related accessibility standards. A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises Landlord may not prohibit Tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of Tenant if requested by Tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection and the payment of the fee for the CASp inspection and the cost of making any repairs necessary to correct violations of construction-related accessibility standards; provided, however, that Tenant shall be solely responsible for the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises. Tenant assumes all risks that the Premises

do not comply with all applicable construction related accessibility standards pursuant to applicable Laws, including without limitation California, Federal or local law, and shall be solely responsible for the cost of any modifications required to comply therewith.

5. **Brokers**. Landlord and Tenant each represent and warrant to the other that it has had no dealings with any broker, finder or similar person who is or might be entitled to a commission or other fee in connection with this First Amendment. Each party shall indemnify, defend, protect and hold harmless the other party from and against any and all obligations or liabilities to pay any real estate broker's commission, finder's fee, or other compensation to any person or entity arising from or in connection with this First Amendment which results from any act or agreement of such party.

6. **Miscellaneous Provisions**. Except as provided in this First Amendment, Tenant's occupancy of the Premises shall be on the same terms and conditions as are in effect immediately prior to the date hereof. Each of the individuals signing this First Amendment personally represents and warrants that she or he is duly authorized to execute this First Amendment on behalf of the entity for which she or he is signing and that by her or his signature below, such entity is bound by this First Amendment and the Lease of which it is a part. Any provision of this First Amendment which shall be held invalid, void or illegal shall in no way affect, impair or invalidate any of the other provisions hereof and such other provisions shall remain in full force and effect. From and after the date hereof, any references to the Lease shall be deemed to mean the Lease as amended by this First Amendment. Capitalized terms used in this First Amendment but not defined have the meaning given in the Lease. Except as modified hereby, the Lease remains in full force and effect. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which constitute one and the same agreement. Landlord and Tenant agree that this First Amendment can be delivered by email and that electronic signatures (i.e., DocuSign) on this First Amendment are their binding signatures.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first above written.

LANDLORD:

BAYCAL LUBBOCK PARTNERS, LLC & MBABAB, LLC as TENANTS-IN-COMMON

By: _____

Name: _____

Title: _____

Date: _____

Landlord's Federal Tax ID#: _____

TENANT:

CITY OF LUBBOCK

By: _____

Name: W. JARRETT ATKINSON

Date: 12/28/2021

Tenant's Federal Tax ID#: 75-6000590 6

ATTEST:

Rebecca Garza, City Secretary

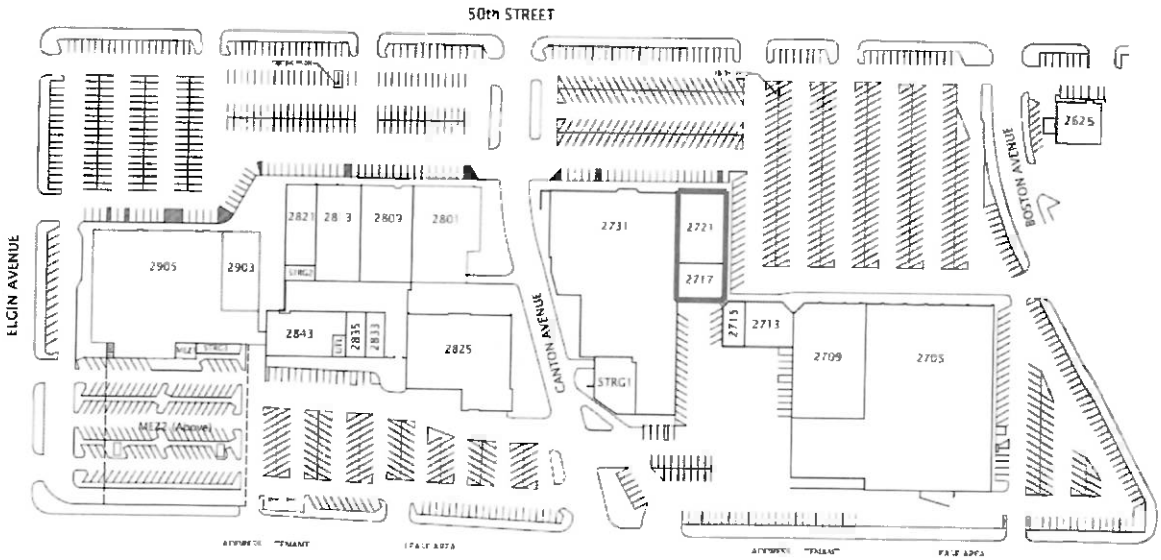
APPROVED AS TO CONTENT:

Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

Ryan Brooke, Assistant City Attorney

Exhibit "A" – Premises Site Plan



AI# 10366
Regular City Council Meeting 7. 25.
01/11/2022:

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution authorizing the Mayor to execute Contract No. HHS001120300005, under the Sexually Transmitted Disease/Human Immunodeficiency Virus Disease Intervention Specialists (STD/HIV-DIS) Contract, and any associated documents, by and between the City of Lubbock and the Texas Department of State Health Services (DSHS), to provide funding for public health followup services by the City of Lubbock Health Department.

Item Summary

This contract provides funding from the HIV-STD Program of the Texas DSHS. The new contract with the DSHS will provide financial assistance to strengthen public health followup activities for those recently diagnosed with a sexually transmitted disease, including treatment, linkage to care, partner notification, and focused screening to at-risk populations. The grant will enable staff to reach individuals outside of the traditional clinical setting.

As a new funding stream for the Health Department, this grant will fund the salary and benefits of 2 disease intervention specialists, 1 epidemiologist, and 1 administrative assistant. Three of these positions were approved in the FY 2021-22 Budget, contingent on this funding. The grant will also reimburse the department for testing supplies, educational materials, travel, and training opportunities.

Fiscal Impact

The initial contract for the first project period is $261,979. With all possible renewals exercised, the total amount of the contract is projected to be $1,309,895.

Staff/Board Recommending

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

Attachments

Resolution DIS
Contract DIS Grant

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Department of State Health Services Contract No. HHS001120300005 under the STD/HIV-DIS Prevention Services Grant Program, by and between the City of Lubbock and the State of Texas' Department of State Health Services, and all related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the 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. HHS001120300005 STD-HIV-DIS Prevention
12.23.21

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TEXAS Health and Human Services

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

The Honorable Daniel Pope, Mayor
City of Lubbock
PO Box 2000
Lubbock, Texas 79457

Subject: Sexually Transmitted Disease/Human Immunodeficiency Virus Disease Intervention Specialists (STD/HIV-DIS) Contract
Contract Number: HHS001120300005
Contract Amount: $261,979.00
Contract Term: January 1, 2022 through August 31, 2022

Dear Mayor Pope:

Enclosed is the STD/HIV-DIS contract between the Department of State Health Services and City of Lubbock.

The purpose of this contract is to control and prevent the spread of Sexually Transmitted Diseases (STDs), including Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS) and viral hepatitis. With all possible renewals exercised, the total amount of the contract is projected to be $1,309,895.00.

Please let me know if you have any questions or need additional information.

Sincerely,

Lillie Powell, CTCM
Contract Manager
(512) 776-2665
lillie.powell@dshs.texas.gov

DocuSign Envelope ID: 96E4EC18-348C-4C2C-855A-199A4BF90AD0

SIGNATURE DOCUMENT FOR
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001120300005
UNDER THE
STD/HIV-DIS PREVENTION SERVICES GRANT PROGRAM

I. PURPOSE

The **DEPARTMENT OF STATE HEALTH SERVICES** ("DSHS" or "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 to control and prevent the spread of Sexually Transmitted Diseases (STDs), including Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS) and viral hepatitis (the "Contract").

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of Section 318 of the Public Health Service Act, 42 U.S.C. Section 247c, as amended, and Texas Health and Safety Code Chapter 12.

III. DURATION

This Contract is effective on January 1, 2022, or the date of the last signature below, whichever is later, and terminates on August 31, 2022, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. System Agency, at its sole discretion, may extend this Contract for any period(s) of time, provided the Contract term, including all extensions or renewals, does not exceed five years. Notwithstanding the limitation in the preceding sentence, System Agency, at its sole discretion, also may extend the Contract beyond five years as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by System Agency to serve the best interest of the State.

IV. BUDGET

The total amount of this Contract will not exceed **$261,979.00**. Grantee is not required to provide matching funds. All expenditures under the Contract will be in accordance with **ATTACHMENT B, BUDGET**.

The Grantee's acknowledged or approved Indirect Cost Rate (ICR) is contained within **ATTACHMENT B, BUDGET** and either the ICR Acknowledgement Letter, ICR Acknowledgement Letter – Ten Percent De Minimis, or the ICR Agreement Letter is attached to this Contract and incorporated as **ATTACHMENT I, INDIRECT COST RATE LETTER**.

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If an Indirect Cost Rate Letter is required but it is not issued at the time of Contract execution, the Parties agree to amend the Contract to include the Indirect Cost Rate Letter as **ATTACHMENT I** and revise **ATTACHMENT B** when the Indirect Cost Rate Letter is issued.

If the System Agency, at its sole discretion, approves or acknowledges an updated indirect cost rate, the new rate, together with the revised ICR Acknowledgement Letter, ICR Acknowledgement Letter – Ten Percent De Minimis, or the ICR Agreement Letter, will be included in the revised **ATTACHMENT I** and amended **ATTACHMENT B**.

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, MC 1990
Austin, Texas 78714-9347
Attention: Lillie Powell

Grantee
City of Lubbock
PO Box 2000
Lubbock, TX 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
4900 North Lamar Boulevard, MC 1100
Austin, Texas 78751

With copy to

Department of State Health Services
Attention: General Counsel
P.O. Box 149347, MC 1919
Austin, Texas 78714-9347

Grantee
City of Lubbock
PO Box 2000
Lubbock, TX 79457
Attention: Katherine Wells

DocuSign Envelope ID: 96E4EC18-348C-4C2C-855A-199A4BF90AD0

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): NH25PS006293-03-04
Assistance Listing Name and Number: Preventative Health Services-Sexually Transmitted Diseases Control Grants; 93.977
Federal Award Date: 06/21/2021
Federal Award Project Period through 12/31/2023
Name of Federal Awarding Agency: CDC Office of Financial Resources
Awarding Official Contact Information: Rhonda Burton
Email: bgr2@cdc.gov

SIGNATURE PAGE FOLLOWS

DocuSign Envelope ID: 96E4EC18-348C-4C2C-855A-199A4BF90AD0

SIGNATURE PAGE FOR SYSTEM AGENCY
CONTRACT NO. HHS001120300005

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. HHS001120300005 ARE INCORPORATED BY REFERENCE:

ATTACHMENT A:	**STATEMENT OF WORK**
ATTACHMENT B:	**BUDGET**
ATTACHMENT C:	**HHS UNIFORM TERMS AND CONDITIONS – GRANT - VERSION 3.0 AUGUST 2021**
ATTACHMENT D:	**HHS CONTRACT AFFIRMATIONS V. 2.0 AUGUST 2021**
ATTACHMENT E:	**HHS ADDITIONAL PROVISIONS V. 1.0 FEBRUARY 2021**
ATTACHMENT F:	**FEDERAL ASSURANCES AND CERTIFICATIONS**
ATTACHMENT G:	**HHS DATA USE AGREEMENT TACCHO VERSION (LOCAL CITY AND COUNTY ENTITIES) OCTOBER 23, 2019**
ATTACHMENT H:	**FFATA FORM**

ATTACHMENTS FOLLOW

DocuSign Envelope ID: 96E4EC18-348C-4C2C-855A-199A4BF90AD0

ATTACHMENT A
STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee shall:

A. Conduct programs, as described herein, to control and prevent the spread of Sexually Transmitted Diseases (STDs), including human immunodeficiency virus/acquired immunodeficiency syndrome (HIV/AIDS) and viral hepatitis, in accordance with the Centers for Disease Control and Prevention's (CDC) STD Program Operations Guidelines, located at: http://www.cdc.gov/std/program/gl-2001.htm.

B. Perform the following six core activities:
- **1.** Community and Individual Behavior Change Interventions;
- **2.** Medical and Laboratory Services;
- **3.** Partner Services;
- **4.** Leadership and Program Management;
- **5.** Surveillance and Data Management; and
- **6.** Training and Professional Development.

C. Maintain written program procedures covering these six core activities. All procedures shall be consistent with the requirements of this Contract.

D. Perform the activities required under this Contract in the service area designated in this Contract. Service area will include the following county(ies): Lubbock.

E. Designate one of its staff to be a Local Responsible Party (LRP), who will be responsible overall for ensuring the security of the confidential HIV/STD information the Grantee maintains pursuant to this Contract.

F. Comply with all applicable federal and state policies, standards, and guidelines, including those specified below. The following documents are incorporated into this Contract by reference:
- **1.** DSHS HIV and STD Program Operating Procedures and Standards (POPS), located at: http://www.dshs.texas.gov/hivstd/pops/default.shtm;
- **2.** DSHS TB/HIV/STD and Viral Hepatitis Unit Security Policies and Procedures, located at: http://www.dshs.texas.gov/hivstd/policy/security.shtm;
- **3.** CDC STD Program Operations Guidelines, located at: http://www.cdc.gov/std/program/gl-2001.htm;
- **4.** CDC STD Treatment Guidelines, located at: http://www.cdc.gov/std/treatment/; and
- **5.** DSHS HIV and STD Program Policy Reporting Suspected Abuse and Neglect of Children, located at: https://www.dshs.texas.gov/childabusereporting/default.shtm.

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G. Comply with all applicable federal and state regulations and statutes, as amended, including, but not limited to:

1. Chapters 81 and 85 of the Texas Health and Safety Code (**Note:** See, for example, Section 85.085 of the Texas Health and Safety Code [Physician Supervision of Medical Care], which requires that a licensed physician supervise any medical care or procedure provided under a testing program as required by law);

2. Chapter 94 of the Texas Health and Safety Code (relating to Education and Prevention Programs for Hepatitis C);

3. Chapter 98 of the Texas Health and Safety Code (relating to the reporting of Sexually Transmitted Diseases including Human Immunodeficiency Virus);

4. Title 25 Texas Administrative Code (TAC), Chapter 97; and

5. Texas Government Code Section 531.02161, as an update to provision of services, where there is delivery of an in-person service, there must also be an option of that service via telecommunications or through the use of information technology.

H. Perform all activities in accordance with the terms of this Contract (including detailed budget) and any subsequent DSHS Program instructions given to Grantee. Grantee must receive written approval from DSHS before varying from applicable policies, procedures, and protocols and must update its implementation documentation within 48 hours of making approved change(s).

I. DSHS reserves the right, where legal authority allows, to redirect funds in the event of financial shortfalls. DSHS Program will monitor Grantee's expenditures on a quarterly basis. If expenditures are below the total Contract amount, Grantee's budget may be subject to a decrease for the remainder of the Contract term. Positions that remain vacant for 90 days may subject the Contract to a decrease in funding.

II. PERFORMANCE MEASURES

The following performance measures will be used to assess, in part, Grantee's effectiveness in providing the services described in this Contract, without waiving the enforceability of any of the other terms of the Contract.

Public Health Follow-Up (PHFU) Program Objectives

Grantee shall follow the requirements for each of the STD Program Objectives, in accordance with the DSHS HIV/STD Program Operating Procedures and Standards (POPS), Chapter 9: Disease Intervention Specialist Performance Standards, with special emphasis on outcomes excerpted below. If the data submitted by Grantee (or otherwise obtained by DSHS) indicates the Grantee's performance does not meet the standards stated in one or more of the objectives, DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve performance. Grantee must implement these measures according to a timetable mandated by DSHS. Grantee shall:

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A. Syphilis Objectives

1. Ensure that all individuals newly diagnosed with early syphilis are interviewed within three days of assignment. If data indicates less than 85% of individuals newly diagnosed with early syphilis covered by the scope of this Contract are interviewed as described, DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve that percentage. Note: Early syphilis is defined as all syphilis cases that are determined to be primary, secondary, or early non-primary/non-secondary syphilis. See CDC definition at: https://wwwn.cdc.gov/nndss/conditions/syphilis/case-definition/2018/.
2. Achieve a partner index of at least 2.0 for all interviews conducted on individuals newly diagnosed with early syphilis. If data indicates less than a 2.0 partner index for all interviews conducted for early syphilis by Disease Intervention Specialists (DIS), DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve that percentage.
3. Ensure that all partners initiated (partners obtained from the interview/case management process with locating information as outlined by Chapter 9: Disease Intervention Specialist Performance Standards to attempt notification on early syphilis interviews) are notified of the disease exposure. If data indicates less than .75 partner notification index for all initiated partners, DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve that percentage.
4. Ensure that all partners notified of syphilis exposure are tested and treated for syphilis, including incubating syphilis (disease intervention index). If data indicates less than 60% of notified partners are tested and treated as described, DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve that percentage.
5. Ensure that a treatment index of at least .75 is achieved for all interviews conducted on individuals newly diagnosed with early syphilis. If data indicates less than .75 treatment index, DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve that percentage.

B. HIV Objectives

1. Ensure that all individuals newly diagnosed with HIV will be interviewed within seven days in accordance with DSHS HIV/STD Program POPS, Chapter 9, at https://www.dshs.texas.gov/hivstd/pops/chap09.shtm. If data indicates less than 85% of individuals newly diagnosed with HIV are interviewed as described, DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve that percentage.
2. Ensure that all individuals interviewed who have been newly diagnosed with HIV successfully complete their first HIV medical appointment. If data indicates less than 90% of new HIV-positive clients interviewed successfully complete their first HIV medical appointment, DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve that percentage.
3. Achieve a partner index of at least 2.0 for interviews conducted on individuals newly diagnosed with HIV. If data indicates a partner index of less than 2.0 for

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individuals interviewed by DIS, DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve that percentage.

4. Ensure that all partners initiated (partners obtained from the interview/case management process with enough locating information to attempt notification) on a new HIV interview are notified of the disease exposure. If data indicates less than .75 partner notification index, DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve that percentage.
5. Ensure that all partners notified for HIV exposure are tested for HIV. If data indicates less than 60% of the notified partners are tested for HIV, DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve that percentage.
6. Ensure that all persons receiving PHFU (initiated partners, those co-infected with a bacterial STD, such as syphilis, gonorrhea, and/or chlamydia, and/or individuals in the social-sexual network of an identified HIV genotype cluster) who have been previously diagnosed with HIV and who have been out of care for more than six months, are re-engaged to establish HIV medical services. The activities taken to locate the person must be documented in the designated data system. This includes confirmation that the client attended his/her HIV medical care appointment. All the tasks described in this provision must be completed by a Disease Intervention Specialist.

C. Other Objectives

1. Ensure that a complaint process is maintained and posted in the areas where services are provided, in accordance with DSHS HIV/STD Program POPS, Chapter 12, STI Clinical Standards at https://www.dshs.texas.gov/hivstd/pops/chap12.shtm.
2. Maintain a staff retention policy.
3. Participate in targeted evaluation activities and other projects as required by DSHS or CDC.
4. Ensure that the client survey is conducted at a minimum of two times per year for a total of 30 days. The summary of the feedback must be available for review and identified concerns must be addressed within 30 days of the feedback period.
5. Establish and maintain mutually agreed-upon formal written procedures with local providers to ensure the provision of partner services in accordance with DSHS HIV/STD Program POPS. The procedures must specify processes (e.g., communication) to facilitate timely partner elicitation by the local health department following the delivery of HIV and syphilis positive test results to clients by Grantee.
6. Establish and maintain mutually agreed-upon formal written procedures with local agencies who provide services frequently needed by clients seeking HIV/STD services from Grantee in accordance with DSHS HIV/STD Program POPS. The procedures must specify processes (e.g., communication) to facilitate timely partner elicitation by the local health department following the delivery of HIV-positive test results to clients by Grantee, including but not limited to:
   a. HIV testing and counseling;
   b. STD clinical services;

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c. Partner services;
d. HIV medical and support services;
e. Substance abuse treatment services;
f. Harm reduction services; and
g. Mental health services.

At a minimum, such procedures should address conditions associated with making and accepting client referrals. If Grantee provides all of the services listed above in a specific geographic area, no such agreement is necessary for that area. Grantee must maintain complete records of all referrals made. These procedures must be finalized and in place within 30 days of the effective date of this Contract.

7. Ensure that performance of activities under this Contract is of a high quality and consistent with all the requirements of this Contract, in order to meet DSHS high performance expectations.

8. Conduct regular assessments of Grantee's performance, including compliance with DSHS Program procedures, policies and guidance, contractual conditions, attainment of performance measures, maintenance of adequate staff, and submission of required data and narrative reports. Failure to comply with stated requirements and contractual conditions may result in the immediate loss of Contract funds at the discretion of DSHS.

9. Ensure that all staff operating under this Statement of Work are permitted to provide HIV and/or syphilis screening(s) by collecting blood-based specimens, in both field and clinical settings. Supplemental testing must be collected by venipuncture immediately, on site, after a point-of-care preliminary positive test result. Staff will offer and perform these tests unless the client refuses. HIV and syphilis specimens may be submitted through the DSHS public health laboratory or another laboratory designated by the Grantee and approved in advance by DSHS.

10. Ensure that all staff operating under this Statement of Work are permitted to deliver all HIV and/or STD results, including positive results, in both field and clinical settings.

11. Ensure that all staff operating under this Statement of Work, when conducting field work, are permitted to disclose the reason s/he is contacting them (e.g., exposure to someone who tested positive for HIV and wanted to ensure s/he had the ability to be tested, positive test results were received from a provider, laboratory, life insurance company, etc.).

12. Ensure that staff who operate under this Statement of Work deliver all positive test results within the designated timeframes referenced in the DSHS HIV/STD Program POPS. Staff will ensure the client understands the infection(s) s/he has tested positive for, is offered appropriate treatment for his/her infection(s) and is linked to other medical and social resources as appropriate (e.g., HIV testing and counseling; Pre-Exposure Prophylaxis [PrEP]; Harm Reduction Services; STD clinical services; partner services; HIV medical and support services; substance abuse treatment services; and mental health services).

13. Staff operating under this Statement of Work may be identified to respond to rapid response efforts to address and intervene in the transmission of reportable

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STDs, HIV and/or other infections staff received disease information training to respond to as needed by DSHS or local programs.

D. The following STD clinical services shall be provided, consistent with the DSHS HIV/STD Program POPS Chapter 12: STI Clinical Standards:

1. Grantee shall follow the requirements for examining, testing, and treating individuals served in public STD clinics. If data indicates that less than 90% of individuals served were examined, tested and/or treated for STD(s) as medically appropriate within 24 hours of seeking services, DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve that percentage.

2. Individuals seeking STD diagnostic and/or treatment services in public STD clinics shall be medically managed according to Grantee written protocols in compliance with DSHS HIV/STD Program POPS, and with CDC STD Treatment Guidelines 2021 (as revised).

3. Grantee shall ensure that individuals seeking STD diagnostic and/or treatment services in public STD clinics will be referred for Pre-Exposure Prophylaxis/Non-Occupational Post-Exposure Prophylaxis (PrEP/nPEP) services if at increased risk for HIV but currently HIV negative. Individuals to be prioritized for PrEP referrals include: Men who have Sex with Men (MSM) with rectal GC and/or syphilis; individuals who have an HIV+ partner; individuals in the social-sexual network of an identified HIV genotype cluster; and others at increased risk for HIV who could benefit from PrEP.

4. Grantee shall ensure that individuals seeking STD diagnostic and/or treatment services in public STD clinics who have been previously diagnosed with HIV and who have been out of care for more than six months, will be referred to a DIS or other linkage worker to ensure they are re-engaged into HIV medical care.

5. Grantee shall explore mechanisms to expand testing and awareness of STDs via home testing and home self-collection kits and self-collection.

6. Grantee shall explore mechanisms to use telemedicine/telehealth for individuals seeking STD diagnostic and treatment services and/or PrEP/nPEP services.

III. TRAINING REQUIREMENTS

Due to the specialization and job knowledge required for effective STD control programs, the following minimum training is required of personnel operating under this Contract. Compliance will be monitored by DSHS Program staff. Grantee shall:

A. Authorize and require their staff to attend training, conferences, and meetings as directed by DSHS Program.

1. Training Requirements for Disease Intervention Specialist staff (DIS) are as follows:

a. The following DSHS HIV/STD Program POPS chapters must be read and acknowledged:

i. Chapter 3: HIV/STI Partner Services and Seropositive Notification; and

ii. Chapter 9: Disease Intervention Specialists Performance Standards.

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b. The DSHS-approved Fundamentals of STD Intervention (FSTDI), including all prerequisites, within six months of employment, must be completed successfully.
c. The DSHS-approved Fundamentals of Testing and Navigation (FTN) or equivalent must be completed successfully within six months of employment.
d. DIS must complete training successfully in, and demonstrate knowledge of, the TB/HIV/STD Information System (THISIS).
e. DIS must be able to participate in the HIV Navigation in Texas (HNT) within one year of employment.
f. DIS must successfully complete venipuncture training that has been approved by the local health authority within 60 days of employment.
g. DIS must successfully complete training for all locally sanctioned testing technologies used for specimen collection and processing.
h. DIS with more than one year of experience shall successfully complete additional courses as required by DSHS.

2. Training Requirements for First-Line Supervisors staff (FLS) are as follows:
a. The following DSHS HIV/STD Program POPS chapters must be read and acknowledged:
i. Chapter 10: First-Line Supervisors Performance Standards; and
ii. Chapter 11: Regional and Local Health Department HIV/STD Program Manager Performance Standards, in addition to what is required of the DIS.
b. FLS must successfully complete all training activities which are required for DIS under this Contract, and also must take the next available Texas First-Line Supervisor (TXFLS) training.
c. If new to the jurisdiction, FLS must participate in the HIV Navigation in Texas within one year of employment.
d. FLS must attend and participate in the DSHS FLS Summit, as scheduled.
e. FLS must participate in the quarterly DSHS FLS calls.
f. FLS must attend and participate in any other required DSHS trainings, as scheduled.

3. Training Requirements for Program Manager staff (PM) are as follows:
a. PM must read and demonstrate understanding of the following DSHS HIV/STD Program POPS chapters: Chapter 11, Regional and Local Health Department HIV/ Program Manager Performance Standards, in addition to what is required of the FLS and DIS.
b. PM operating under this Contract must complete all training requirements of DIS and FLS.
c. PM must participate in the DSHS Leadership Meeting, as scheduled.
d. PM must participate in the monthly DSHS Leadership calls.

4. Recommended trainings and topics for all program staff are as follows:
a. Health Insurance Portability and Accountability Act (HIPAA)
b. Ethics
c. Field Safety
d. Health Equities
e. Cultural Humility

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f. CPR/First Aid
g. Automated External Defibrillators (AED)
h. Defensive Driving
i. Approaches in Harm Reduction
j. Self-Defense
k. Non-Violent Crisis Intervention
l. Status Neutral Biomedical Approaches to HIV Prevention (Early Intervention, PrEP, nPEP)
m. Motivational Interviewing
n. Technical Writing
o. Computer Skills
p. Linkage to Care
q. Gender and Sexual Diversity
r. HIV Care and Treatment
s. Human Trafficking
t. Substance Use
u. Mental Health
v. Case Notes Documentation

B. Notify DSHS of completed trainings in the semiannual reports referenced in the Reporting Requirements section.

IV. CONFIDENTIALITY

Grantee shall:

A. Designate and identify a HIPAA Privacy Officer, who is authorized to act on behalf of Grantee and is responsible for the development and implementation of the privacy and security requirements of federal and state privacy laws.

B. Designate, from its staff, a Local Responsible Party (LRP) who has the overall responsibility for ensuring the security of the TB/HIV/STD confidential information maintained by Grantee as part of activities under this Contract. The LRP shall:

1. Ensure that appropriate policies/procedures are in place for handling confidential information, for the release of confidential TB/HIV/STD data, and for the rapid response to suspected breaches of protocol and/or confidentiality. These policies and procedures must comply with DSHS policies and procedures, which Grantee may choose to adopt those DSHS policies and procedures as its own.

2. Ensure that security policies are reviewed periodically for efficacy, and that the Grantee monitors evolving technology (e.g., new methods hackers are using to illegally access confidential data; new technologies for keeping confidential data protected from hacking) on an ongoing basis to ensure the program's data remain as secure as possible.

3. Approve any Grantee staff requiring access to TB/HIV/STD confidential information. LRP will grant authorization to Grantee staff who have a work-

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related need (i.e., work under this Contract) to view TB/HIV/STD confidential information.

4. Maintain a list of authorized Grantee staff persons who have been granted permission to view and work with TB/HIV/STD confidential information.
5. Review the authorized user list 10 days from the effective date of this Contract to ensure it is current.
6. Ensure that all Grantee staff with access to confidential information have a signed copy of a confidentiality agreement on file; it must be updated once during the term of this Contract.
7. Ensure that all Grantee staff with access to confidential information are trained on TB/HIV/STD security policies and procedures before access to confidential information is granted; this training will be renewed once during the term of this Contract.
8. Ensure that all Grantee staff with access to confidential information are trained on federal and state privacy laws and policies before access to confidential information is granted; this training will be renewed once during the term of this Contract.
9. Thoroughly and quickly investigate all suspected breaches of confidentiality in consultation with the DSHS LRP to ensure compliance with the DSHS Program policy, TB/HIV/STD and Viral Hepatitis Breach of Confidentiality Response Policy, located at: http://www.dshs.texas.gov/hivstd/policy/security.shtm.
10. Ensure that all required quarterly reports are submitted on time.

C. Ensure that its security procedures require that all of its computers and networks meet DSHS security standards, as certified by DSHS IT staff.

D. Provide a list to DSHS of personnel with access to secured areas and of all identified personnel who have received security training.

E. Provide a list to DSHS of personnel with access to all network drives where confidential information is stored and of all identified personnel who have received security training.

F. Ensure that requests for TB/HIV/STD system user account terminations are sent to DSHS within one business day of the identification of need for account termination.

G. Transfer secure data electronically using the Public Health Information Network.

H. Maintain a visitors' log for individuals entering the secured areas; this must be reviewed quarterly by the LRP.

I. Verify TB/HIV/STD system user passwords are changed at least every 90 days; this must be verified by the LRP.

J. Ensure that portable devices used to store confidential data are approved by the LRP and encrypted.

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K. Ensure that confidential data/documents are:
- **1.** Maintained in a secured area;
- **2.** Locked when not in use;
- **3.** Not left in plain sight; and
- **4.** Shredded before disposal.

V. HIV/STD RAPID RESPONSE PLAN

DSHS will review the proposed Rapid Response Plan and provide guidance to the Grantee. Grantee shall:

A. Develop, update, and submit a local HIV/STD Rapid Response Plan, and submit this by February 1 each year of the Contract to the designated DSHS staff. The plan shall include how the program will:
- **1.** Identify responsible parties for planned activities, including but not limited to:
  - **a.** response coordinator,
  - **b.** activity team lead,
  - **c.** collaborative lead, and
  - **d.** medical lead;
- **2.** Identify increases in disease or outbreaks;
- **3.** Increase active surveillance;
- **4.** Examine outbreak characteristics;
- **5.** Educate health care providers and the community of disease outbreak (e.g., including signs/symptoms, available resources, disease trends, reporting requirements, testing algorithms, and testing/treatment options);
- **6.** Inform media outlets, as appropriate;
- **7.** Conduct targeted screening efforts including testing in correctional settings (as appropriate);
- **8.** Enhance partner services;
- **9.** Expand clinical access and services (e.g., increase clinical hours or days of services, employ rapid testing, enhance prophylactic treatment protocols); and
- **10.** Adjust work hours for employees involved in the response (i.e., allow staff to work alternate hours or extended hours during response).

B. Establish and maintain collaborative relationships with local businesses, community clinics, and community-based organizations who serve populations most affected by HIV or other STDs, as well as with appropriate local and institutional individuals and groups (e.g., providers, hospitals, mental health and intellectually disabled facilities, infection control nurses), in order to implement the local Rapid Response Plan.

C. Continue to enhance their current HIV/STD surveillance system, including, but not limited to:
- **1.** Improving reporting of providers and laboratories; and
- **2.** Increasing the number of sites that report electronically.

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D. Make all directed revisions to the Rapid Response Plan and submit a revised version to the DSHS designated program consultant by the directed deadline.

E. Notify local leadership and key stakeholders of the finalized plan and maintain a copy within the Program.

F. Comply with the final, approved version of the Rapid Response Plan when an outbreak is identified.

G. Identify program Disease Intervention Specialists to respond to local and statewide rapid response activities when necessary. The identified staff must complete DSHS identified trainings prior to assignment. At least one staff from the Program will be assigned to review cases identified and linked to outbreaks and conduct quality assurance verifying increases, decreases, and outbreaks. As directed by the DSHS Rapid Response Team leader, staff will conduct disease intervention activities as prescribed in the Grantee's final, approved Rapid Response Plan or statewide Cluster Detection Response Plan.

VI. REPORTING REQUIREMENTS

Grantee shall submit the following reports, with the report content to be determined by DSHS and agreed by the Parties:

REPORT NAME	FREQUENCY	PERIOD BEGIN	PERIOD END	DUE DATE
Annual Report	One-Time	01/01/2022	08/31/2022	09/30/2022
Local Responsible Party (LRP) Report	One-Time	01/01/2022	08/31/2022	09/30/2022
Financial Status Report (FSR)	Quarterly	01/01/2022	03/31/2022	04/30/2022
FSR	Quarterly	04/01/2022	06/30/2022	07/31/2022
FSR	Quarterly	07/01/2022	08/31/2022	10/15/2022

VII. INVOICE AND PAYMENT

A. Grantee will request payment using the State of Texas Purchase Voucher (Form B-13), located at http://www.texas.gov/grants/forms/b13form.doc, and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC1940
Department of State Health Services
1100 West 49th Street

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PO Box 149347
Austin, TX 78714-9347
Fax No.: (512) 776-7442

Email invoices must be sent to the following addresses: invoices@dshs.texas.gov and cmsinvoices@dshs.texas.gov.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS Program will monitor Grantee's expenditures on a quarterly basis. If expenditures are below the amount in Grantee's total Contract, Grantee's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

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ATTACHMENT B
BUDGET

BUDGET CATEGORIES	January 1, 2022 – August 31, 2022
PERSONNEL	$129,600.00
FRINGE BENEFITS	$62,208.00
TRAVEL	$2,800.00
EQUIPMENT	$8,000.00
SUPPLIES	$27,000.00
CONTRACTUAL	$11,371.00
OTHER	$21,000.00
TOTAL DIRECT CHARGES	$261,979.00
INDIRECT CHARGES	$0.00
TOTAL	**$261,979.00**

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ATTACHMENT C

TEXAS
Health and Human Services

Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.0

Published and Effective – August 2021

Responsible Office: Chief Counsel

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ABOUT THIS DOCUMENT

In this document, Grantees (also referred to in this document as subrecipients or contractors) will find requirements and conditions applicable to grant funds administered and passed-through by both the Texas Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). These requirements and conditions are incorporated into the Grant Agreement through acceptance by Grantee of any funding award by HHSC or DSHS.

The terms and conditions in this document are in addition to all requirements listed in the RFA, if any, under which applications for this grant award are accepted, as well as all applicable federal and state laws and regulations. Applicable federal and state laws and regulations may include, but are not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; requirements of the entity that awarded the funds to HHS; Chapter 783 of the Texas Government Code; Texas Comptroller of Public Accounts' agency rules (including Uniform Grant and Contract Standards set forth in Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code); the Texas Grant Management Standards (TxGMS) developed by the Texas Comptroller of Public Accounts; and the Funding Announcement, Solicitation, or other instrument/documentation under which HHS was awarded funds. HHS, in its sole discretion, reserves the right to add requirements, terms, or conditions.

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Grant Agreement, unless a different definition is specified, or 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 Grant Agreement.

"Contract" or "Grant Agreement" means the agreement entered into by the Parties, including the Signature Document, these Uniform Terms and Conditions, along with any attachments and amendments that may be issued by the System Agency.

"Deliverables" means the goods, services, and work product, including all reports and project documentation, required to be provided by Grantee to the System Agency.

"DSHS" means the Department of State Health Services.

"Effective Date" means the date on which the Grant Agreement 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 Grant Agreement. May also be referred to as "subrecipient" or "contractor" in this document.

"HHSC" means the Texas Health and Human Services Commission.

"Health and Human Services" or "HHS" includes HHSC and DSHS.

"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.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

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"Project" means specific activities of the Grantee that are supported by funds provided under this Grant Agreement.

"Signature Document" means the document executed by all Parties for this Grant Agreement.

"Solicitation," "Funding Announcement" or "Request for Applications (RFA)" means the document (including all exhibits, attachments, and published addenda), issued by the System Agency under which applications for grant funds were requested, which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

"Solicitation Response" or "Application" means Grantee's full and complete Solicitation response (including any attachments and addenda), which is incorporated by reference in the Grant Agreement 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 the Texas Comptroller of Public Accounts' state travel rules, policies, and guidelines.

"Statement of Work" means the description of activities Grantee must perform to complete the Project, as specified in the Grant Agreement and as may be amended.

"System Agency" means HHSC or DSHS, as applicable.

"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 Grant Agreement or through use of any funding provided under this Grant Agreement.

"Texas Grant Management Standards" or "TxGMS" 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. Under this Grant Agreement, TxGMS applies to Grantee except as otherwise provided by applicable law or directed by System Agency. Additionally, except as otherwise provided by applicable law, in the event of a conflict between TxGMS and applicable federal or state law, federal law prevails over state law and state law prevails over TxGMS.

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 Grant Agreement as a whole and not to any particular provision, section, attachment, or schedule of this Grant Agreement unless otherwise specified.
C. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Grant Agreement, (i) references to contracts

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(including this Grant Agreement) 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 Grant Agreement, 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 agreements, contracts, statutes, or administrative rules or regulations in the Grant Agreement are references to these documents as amended, modified, or supplemented during the term of the Grant Agreement.
E. The captions and headings of this Grant Agreement are for convenience of reference only and do not affect the interpretation of this Grant Agreement.
F. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Grant Agreement.
G. This Grant Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
H. 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."
I. Time is of the essence in this Grant Agreement.
J. Prior to execution of the Grant Agreement, Grantee must notify System Agency's designated contact in writing of any ambiguity, conflict, discrepancy, omission, or other error. If Grantee fails to notify the System Agency designated contact of any ambiguity, conflict, discrepancy, omission or other error in the Grant Agreement prior to Grantee's execution of the Grant Agreement, Grantee:
    i. Shall have waived any claim of error or ambiguity in the Grant Agreement; and
    ii. Shall not contest the interpretation by the System Agency of such provision(s).

No grantee will be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 TAXES

Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from the Grant Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. System Agency shall not be liable for any taxes resulting from the Grant Agreement.

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2.3 Ancillary and Travel Expenses

A. Except as otherwise provided in the Grant Agreement, no ancillary expenses incurred by the Grantee in connection with its provision of the services or deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to, costs associated with transportation, delivery, and insurance for each deliverable.

B. Except as otherwise provided in the Grant Agreement, when the reimbursement of travel expenses is authorized by the Grant Agreement, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller's *Textravel* guidelines, which can currently be accessed at: https://fmx.cpa.texas.gov/fmx/travel/textravel/.

2.4 Billing

Unless otherwise provided in the Grant Agreement, Grantee shall bill the System Agency in accordance with the Grant Agreement. Unless otherwise specified in the Grant Agreement, 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.

2.5 Use of Funds

Grantee shall expend funds under this Grant Agreement only for approved services and for reasonable and allowable expenses directly related to those services.

2.6 Use for Match Prohibited

Grantee shall not use funds provided under this Grant Agreement for matching purposes in securing other funding without the written approval of the System Agency.

2.7 Program Income

Program income refers to gross income directly generated by a supporting activity during the period of performance. Unless otherwise required under the Grant Agreement, Grantee shall use Program Income, as provided in TxGMS, to further the Project, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Grant Agreement, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Grant Agreement 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 Grant Agreement.

2.8 Nonsupplanting

Grant funds must be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds that have been appropriated, allocated, or disbursed for the same purpose. System Agency may conduct Grant monitoring or audits may be conducted to review, among other things, Grantee's compliance with this provision.

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2.9 Indirect Cost Rates

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable Grant Agreements. For subrecipients receiving federal funds, indirect cost rates will be determined in accordance with applicable law including, but not limited to, 2 CFR 200.414(f). For recipients receiving state funds, indirect costs will be determined in accordance with applicable law including, but not limited to, TxGMS. Grantees funded with blended federal and state funding will be subject to both state and federal requirements when determining indirect costs. In the event of a conflict between TxGMS and applicable federal law or regulation, the provisions of federal law or regulation will apply. Grantee will provide any necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and TxGMS.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 Excess Obligations Prohibited

This Grant Agreement is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability and actual receipt by System Agency of state or federal 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 Grant Agreement impossible or unnecessary, the Grant Agreement 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. Additionally, System Agency will not be liable to Grantee for any remaining unpaid funds under this Grant Agreement at time of termination.

3.2 No Debt Against the State

This Grant Agreement will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 Debts and Delinquencies

Grantee agrees that any payments due under the Grant Agreement 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 during the entirety of the Grant Agreement term.

3.4 Refunds and Overpayments

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 – to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.

B. "Overpayments" as used in this Section include payments (i) made by the System

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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 Grant Agreement, including any unapproved expenditures. Grantee understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. 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 Grant Agreement.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

A. Allowable Costs are restricted to costs that are authorized under Texas Uniform Grant Management Standards (TxGMS) and applicable state and federal rules and laws. This Grant Agreement is subject to all applicable requirements of TxGMS, including the criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.

B. System Agency will reimburse Grantee for actual, allowable, and allocable costs incurred by Grantee in performing the Project, provided the costs 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 Grant Agreement. 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 remaining funds available under this Grant Agreement in amounts necessary to fulfill Grantee's repayment obligations. Grantee and all payments received by Grantee under this Grant Agreement are subject to applicable cost principles, audit requirements, and administrative requirements including applicable provisions under 2 CFR 200, 48 CFR Part 31, and TxGMS.

C. OMB Circulars will be applied with the modifications prescribed by TxGMS 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. Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement

ii. 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 maybe subject to sanctions and remedies for non-compliance.

iii. 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.

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iv. 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 TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.

v. 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 TxGMS, as applicable, for their program-specific audits.

vi. Each Grantee 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 applicable provisions of 2 CFR 200 and TxGMS.

B. Financial Statements.

Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements for the audit period.

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 one electronic copy of the single audit or program-specific audit to the System Agency via:

i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau or,

ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements.

Due no later than nine months after the Grantee's fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their financial statements via:

i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau; or,

ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 Warranty

Grantee warrants that all work under this Grant Agreement shall be completed in a manner consistent with standards under the terms of this Grant Agreement, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Grant Agreement; and all deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Grantee has failed to complete work timely or to perform satisfactorily under conditions required by this Grant Agreement, the System Agency may require Grantee, at its sole expense, to:

i. Repair or replace all defective or damaged work;

ii. Refund any payment Grantee received from System Agency for all defective or damaged work and, in conjunction therewith, require Grantee to accept the return of such work; and,

iii. Take necessary action to ensure that Grantee's future performance and work conform to the Grant Agreement requirements.

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5.2 General Affirmations

Grantee certifies that, to the extent affirmations are incorporated into the Grant Agreement, the Grantee has reviewed the affirmations and that Grantee is in compliance with all requirements.

5.3 Federal Assurances

Grantee further certifies that, to the extent federal assurances are incorporated into the Grant Agreement, the Grantee has reviewed the federal assurances and that Grantee is in compliance with all requirements.

5.4 Federal Certifications

Grantee further certifies that, to the extent federal certifications are incorporated into the Grant Agreement, 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 Grant Agreement.

5.5 State Assurances

Except to the extent of any conflict under applicable law or requirements or guidelines of any federal awarding agency from which funding for this Grant Agreement originated, the Grantee must comply with the applicable state assurances included within the TxGMS which are incorporated here by reference.

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 Ownership of Work Product

A. 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.
B. 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.
C. Grantee agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
D. 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

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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.

E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Grantee. Grantee shall provide System Agency access during normal business hours to all Grantee materials, premises, and computer files containing the Work Product.

6.2 GRANTEE'S PRE-EXISTING WORKS

A. 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 Grant Agreement ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works.

B. 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, reproduce, 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.

C. 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 THIRD PARTY IP

A. To the extent that any Third Party IP is included or incorporated in the Work Product by Grantee, Grantee hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business or governmental purposes only, to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and to authorize others to do any or all of the foregoing.

B. Grantee shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Grantee shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.

C. Grantee shall provide System Agency all supporting documentation demonstrating Grantee's compliance with this Section 6.3, including without limitation documentation indicating a third party's written approval for Grantee to use any Third Party IP that may be incorporated in the Work Product.

6.4 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, Intellectual Property.

6.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Grant Agreement or upon System Agency's request, Grantee shall deliver to System Agency all completed, or

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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 Grant Agreement. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Grant Agreement without the prior written consent of System Agency.

6.6 SURVIVAL

The provisions and obligations of this Article survive any termination or expiration of the Grant Agreement.

6.7 SYSTEM AGENCY DATA

A. As between the Parties, all data and information acquired, accessed, or made available to Grantee by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Grantee in the course of providing data processing services in connection with Grantee's performance hereunder (the "System Agency Data"), is owned solely by System Agency.
B. Grantee 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 Grantee to fulfill its obligations under the Grant Agreement or as authorized in advance in writing by System Agency.
C. For the avoidance of doubt, Grantee 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.
D. Grantee shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
E. Furthermore, the proprietary nature of Grantee's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Grantee's performance of its obligations hereunder.

ARTICLE VII. PROPERTY

7.1 USE OF STATE PROPERTY

A. Grantee is prohibited from using State Property for any purpose other than performing Services authorized under the Grant Agreement.
B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (*e.g.,* laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
C. Grantee shall not remove State Property from the continental United States. In addition, Grantee may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
D. Grantee shall not perform any maintenance services on State Property unless the Grant Agreement expressly authorizes such Services.

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E. During the time that State Property is in the possession of Grantee, Grantee shall be responsible for:
   i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and
   ii. all charges attributable to Grantee's use of State Property that exceeds the Grant Agreement scope. Grantee shall fully reimburse such charges to System Agency within ten (10) calendar days of Grantee's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Grant Agreement shall constitute breach of contract and may result in termination of the Grant Agreement and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

7.2 Damage to State Property

A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Grantee or Grantee's employees, agents, Subcontractors, or suppliers, Grantee shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
B. Grantee shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Grantee shall reimburse System Agency and the State of Texas for such property damage within ten (10) calendar days after Grantee's receipt of System Agency's notice of amount due.

7.3 Property Rights upon Termination or Expiration of Contract

In the event the Grant Agreement is terminated for any reason or expires, State Property remains the property of the System Agency and must be returned to the System Agency by the earlier of the end date of the Grant Agreement or upon System Agency's request.

7.4 Equipment and Property

A. The Grantee must ensure equipment with a per-unit cost of $5,000 or greater purchased with grant funds under this award is used solely for the purpose of this Grant or is properly pro-rated for use under this Grant. Grantee must have control systems to prevent loss, damage, or theft of property funded under this Grant. Grantee shall maintain equipment management and inventory procedures for equipment, whether acquired in part or whole with grant funds, until disposition occurs.
B. When equipment acquired by Grantee under this Grant Agreement is no longer needed for the original project or for other activities currently supported by System Agency, the Grantee must properly dispose of the equipment pursuant to 2 CFR and/or TxGMS, as applicable. Upon termination of this Grant Agreement, use and disposal of equipment by the Grantee shall conform with TxGMS requirements.
C. Grantee shall initiate the purchase of all equipment approved in writing by the System Agency in accordance with the schedule approved by System Agency, as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter in the Grant Agreement must be submitted to the assigned System Agency contract manager.
D. Controlled Assets include firearms, regardless of the acquisition cost, and the following

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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.

E. System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

8.1 Record Maintenance and Retention

A. 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 Grant Agreement and all state and federal rules, regulations, and statutes.

B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation or disputes involving the Grant Agreement are resolved, whichever is later.

8.2 Agency's Right to Audit

A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas.

B. 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 Grant Agreement. If the Grant Agreement 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, HHS'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.

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C. 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 Grant Agreement.
D. 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.
E. Grantee shall include this provision concerning the right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

8.3 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 Grant Agreement 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 HHS 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 Grant Agreement.

8.4 State Auditor's Right to Audit

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. The acceptance of funds directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement 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.

8.5 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 Grant Agreement. This requirement must be included in all subcontracts awarded by Grantee.

ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES

9.1 Remedies

A. To ensure Grantee's full performance of the Grant Agreement and compliance with applicable law, System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions,

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including, but not limited to the following:

i. temporarily withholding cash disbursements or reimbursements pending correction of the deficiency;
ii. disallowing or denying use of funds for the activity or action deemed not to be in compliance;
iii. disallowing claims for reimbursement that may require a partial or whole return of previous payments or reimbursements;
iv. suspending all or part of the Grant Agreement;
v. requiring the Grantee to take specific actions in order to remain in compliance with the Grant Agreement;
vi. recouping payments made by the System Agency to the Grantee found to be in error;
vii. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
viii. prohibiting the Grantee from receiving additional funds for other grant programs administered by the System Agency until satisfactory compliance resolution is obtained;
ix. withholding release of new grant agreements; and
x. imposing any other remedies, sanctions or penalties authorized under this Grant Agreement or permitted by federal or state statute, law, regulation or rule.

B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.

C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

9.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Grant Agreement, in whole or in part, 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 the System Agency's notice of termination.

9.3 TERMINATION FOR CAUSE

A. Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Grant Agreement, in whole or in part, upon either of the following conditions:

i. Material Breach

The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's

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addition to the SAM exclusion list (identification in SAM as an excluded entity) may also constitute a material breach of the Grant Agreement.

ii. **Failure to Maintain Financial Viability**
The System Agency may terminate the Grant Agreement if the System Agency, in its sole discretion, determines that Grantee no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the Grant Agreement.

B. System Agency will specify the effective date of such termination in the notice to Grantee. If no effective date is specified, the Grant Agreement will terminate on the date of the notification.

9.4 Grantee Responsibility for System Agency's Termination Costs

If the System Agency terminates the Grant Agreement for cause, the Grantee shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Grantee. These costs include, but are not limited to, the costs of procuring a substitute grantee and the cost of any claim or litigation attributable to Grantee's failure to perform any work in accordance with the terms of the Grant Agreement.

9.5 Inherently Religious Activities

Grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may engage in inherently religious activities; however, these activities must be separate in time or location from the grant-funded program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. These requirements apply to all grantees, not just faith-based organizations.

9.6 Political Activities

Grant funds cannot be used for the following activities:

A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.

B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.

C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.

D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

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ARTICLE X. INDEMNITY

10.1 General 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, ATTORNEYS' 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 GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.

B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL 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 NEGLIGENT ACTS OF 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 Grant Agreement.

10.2 Intellectual Property

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

- **i. THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT;**
- **ii. ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR**
- **iii. SYSTEM AGENCY'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY GRANTEE OR OTHERWISE TO WHICH SYSTEM AGENCY HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT.**

10.3 Additional Indemnity Provisions

A. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.

B. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE

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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.

C. GRANTEE SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.

ARTICLE XI. GENERAL PROVISIONS

11.1 AMENDMENTS

Except as otherwise expressly provided, the Grant Agreement may only be amended by a written Amendment executed by both Parties.

11.2 NO QUANTITY GUARANTEES

The System Agency makes no guarantee of volume or usage of work under this Grant Agreement. All work requested may be on an irregular and as needed basis throughout the Grant Agreement term.

11.3 CHILD ABUSE REPORTING REQUIREMENTS

A. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.

B. Grantee shall develop, implement and enforce a written policy that includes at a minimum the System Agency's Child Abuse Screening, Documenting, and Reporting Policy for Grantees/Providers and train all staff on reporting requirements.

C. Grantee shall use the Texas Abuse Hotline Website located at https://www.txabusehotline.org/Login/Default.aspx as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

11.4 CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS

A. Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

i. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;

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ii. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Grant Agreement are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
iii. Applying to all employees and visitors in this designated area; and
iv. Providing for or referring its employees to tobacco use cessation services.

B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

11.5 Insurance and Bonds

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. In addition, if required by System Agency, Grantee must obtain and have on file a blanket fidelity bond that indemnifies System Agency against the loss or theft of any grant funds, including applicable matching funds. The fidelity bond must cover the entirety of the grant term and any subsequent renewals. The failure of Grantee to comply with these requirements may subject Grantee to remedial or corrective actions detailed in section 10.1, General Indemnity, above.

These and all other insurance requirements under the Grant apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

11.6 Limitation on Authority

A. Grantee shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Grant Agreement; no other authority, power, or use is granted or implied. Grantee may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
B. Grantee may not rely upon implied authority and is not granted authority under the Grant Agreement to:
   i. Make public policy on behalf of the System Agency;
   ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
   iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas

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Legislature on behalf of the System Agency regarding System Agency programs or the Grant Agreement. However, upon System Agency request and with reasonable notice from System Agency to the Grantee, the Grantee shall assist the System Agency in communications and negotiations regarding the Work under the Grant Agreement with state and federal governments.

11.7 Change in Laws and Compliance with Laws

Grantee shall comply with all laws, regulations, requirements and guidelines applicable to a Grantee providing services and products required by the Grant Agreement to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the Grant Agreement. Notwithstanding Section 11.1, Amendments, above, System Agency reserves the right, in its sole discretion, to unilaterally amend the Grant Agreement to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

11.8 Subcontractors

Grantee may not subcontract any or all of the Work and/or obligations under the Grant Agreement without prior written approval of the System Agency. Subcontracts, if any, entered into by the Grantee shall be in writing and be subject to the requirements of the Grant Agreement. Should Grantee subcontract any of the services required in the Grant Agreement, Grantee expressly understands and acknowledges 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 Grant Agreement.

11.9 Permitting and Licensure

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Grant Agreement 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 Grant Agreement. 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 Grant Agreement.

11.10 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 Grant Agreement. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. The Grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. 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 Grant Agreement shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

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11.11 Governing Law and Venue

The Grant Agreement 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 Grant Agreement 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.

11.12 Severability

If any provision contained in this Grant Agreement is held to be unenforceable by a court of law or equity, such construction will not affect the legality, validity, or enforceability of any other provision or provisions of this Grant Agreement. It is the intent and agreement of the Parties this Grant Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Grant Agreement will continue in full force and effect.

11.13 Survivability

Expiration or termination of the Grant Agreement for any reason does not release Grantee from any liability or obligation set forth in the Grant Agreement 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 Grant Agreement, including without limitation the provisions regarding return of grant funds, audit requirements, records retention, public information, warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.14 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 Grant Agreement 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.

11.15 No Implied 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 Grant Agreement shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

11.16 Funding Disclaimers and Labeling

A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining

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written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee'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 Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.

B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency's recognition or endorsement of the Grantee's project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that "HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)" at HHS's request.

11.17 Media Releases

A. Grantee shall not use System Agency's name, logo, or other likeness in any press release, marketing material or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Grant Agreement or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.

B. Grantee may publish, at its sole expense, results of Grantee performance under the Grant Agreement 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.

11.18 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.

11.19 Sovereign Immunity

Nothing in the Grant Agreement will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Grant Agreement 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 Grant Agreement 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 Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

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11.20 Entire Contract and Modification

The Grant Agreement 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 Grant Agreement will be harmonized with this Grant Agreement to the extent possible.

11.21 Counterparts

This Grant Agreement 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 Grant Agreement.

11.22 Proper Authority

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement.

11.23 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:

A. all persons employed to perform duties within Texas during the term of the Grant Agreement; and
B. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Grant Agreement within the United States of America.

11.24 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 Grant Agreement.
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

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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: https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters.

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 complaints of discrimination received relating to its performance under this Grant Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail CodeW206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885
Email: HHSCivilRightsOffice@hhsc.state.tx.us.

11.25 Enterprise Information Management Standards

Grantee shall conform to HHS standards for data management as described by the policies of the HHS Chief Data and Analytics Officer. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

11.26 Disclosure of Litigation

A. The Grantee must disclose in writing to the contract manager assigned to this Grant Agreement any material civil or criminal litigation or indictment either threatened or pending involving the Grantee. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Grantee must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, "material" refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Grant Agreement or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with

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any litigation threatened or pending that may result in a substantial change in the Grantee's financial condition.

B. This is a continuing disclosure requirement; any litigation commencing after Grant Agreement Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

11.27 No Third Party Beneficiaries

The Grant Agreement is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Grant Agreement as a third-party beneficiary or otherwise.

11.28 Binding Effect

The Grant Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.

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ATTACHMENT D

HEALTH AND HUMAN SERVICES
Contract Number _____
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 and Grantees (referred to as "Contractor") regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. Complete and Accurate Information

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. Public Information Act

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. Contracting Information Requirements

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

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5. Assignment

A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.

B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

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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.

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18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

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26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: http://sao.fraud.state.tx.us/

All reports made to the OIG must be made through one of the following avenues:

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- 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.

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31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

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36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:

1. Name of individual(s) (Contractor or employee(s));
2. Status;
3. The nature of the previous employment with HHSC or the other State of Texas agency;
4. The date the employment was terminated and the reason for the termination; and
5. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX 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.

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39. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

40. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers 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 Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

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 represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 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.

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 verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 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.

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.

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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, pursuant to Government Code Section 2274.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

48. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote

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access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

49. 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.

50. 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.

51. 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.

52. 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.

53. 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.

54. 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.

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55. Equal Employment Opportunity

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

56. 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).

57. 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.

Signature Page Follows

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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**

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ATTACHMENT E

TEXAS
Health and Human Services

Health and Human Services (HHS)
Additional Provisions – Grant Funding
Version 1.0
Effective: February 2021

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ADDITIONAL PROVISIONS

The terms and conditions of these Additional Provisions are incorporated into and made a part of the Contract. Terms included in these Additional Provisions and not otherwise defined have the meanings assigned to them in HHS Uniform Terms and Conditions, [Attachment E].

1. TURNOVER PLAN

System Agency, in its sole discretion, may require Grantee/Contractor to develop and submit a Turnover Plan at any time during the term of the Grant Agreement/Contract. Grantee/Contractor must submit the Turnover Plan to System Agency for review and approval. The Turnover Plan must describe Grantee/Contractor's policies and procedures that will ensure:

i. The least disruption in the implementation and performance of grant-funded activities during Turnover; and
ii. Full cooperation with System Agency or its designee in transferring the performance and obligations of the Grant Agreement/Contract.

2. TURNOVER ASSISTANCE

Grantee/Contractor will provide any assistance and actions reasonably necessary to enable System Agency or its designee to effectively close out the Grant Agreement/Contract and transfer the performance and obligations of the Grant Agreement/Contract to another Grantee/Contractor or to System Agency if necessary. Grantee/Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Grant Agreement/Contract and remains in effect until completed to the satisfaction of System Agency.

3. TRADEMARK LICENSE

System Agency grants to Grantee/Contractor, for the term of the Grant Agreement/Contract, a limited non-exclusive, royalty-free, non-assignable, non-transferable license to reproduce System Agency's trademarks on published materials in the United States related to the performance of the Grant Agreement/Contract, provided that such license is expressly conditional upon, and subject to, the following:

i. Grantee/Contractor is in compliance with all provisions of the Grant Agreement/Contract;
ii. Grantee/Contractor's use of the trademarks is strictly in accordance with the quality standards and in conformance with the reproduction requirements set forth in this Grant Agreement/Contract or as otherwise communicated by System Agency;
iii. Grantee/Contractor takes no action to damage the goodwill associated with the trademarks, and refrains from any attempt to contest, attack, dispute, challenge, cancel and/or oppose System Agency's right, title and interest in the trademarks or their validity;
iv. Grantee/Contractor makes no attempt to sublicense any rights under this trademark license; and
v. Grantee/Contractor complies with any marking requests System Agency may make in

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relation to the trademarks, including without limitation to use the phrase "Registered Trademark", the registered trademark symbol "®" for registered trademarks, and the symbol "™" for unregistered trademarks.

4. TRADEMARK OWNERSHIP

Grantee/Contractor acknowledges and agrees that the trademarks remain the exclusive property of System Agency, that all right, title and interest in and to the trademarks is exclusively held by System Agency, and all goodwill associated with such trademarks inures solely to System Agency.

5. ELECTRICAL ITEMS

All electrical items purchased under this Grant Agreement/Contract or used in the performance of approved and eligible grant-funded activities must meet all applicable Occupational Safety and Health Administration (OSHA) standards and regulations, and bear the appropriate listing from Underwriters Laboratory (UL), Factory Mutual Resource Corporation (FMRC), or National Electrical Manufacturers Association (NEMA).

6. DISASTER SERVICES

In the event of a local, state, or federal emergency, including natural, man-made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster declared by the appropriate federal official, Grantee/Contractor may be called upon to assist the System Agency in providing the following services:

i. Community evacuation;
ii. Health and medical assistance;
iii. Assessment of health and medical needs;
iv. Health surveillance;
v. Medical care personnel;
vi. Health and medical equipment and supplies;
vii. Patient evacuation;
viii. In-hospital care and hospital facility status;
ix. Food, drug and medical device safety;
x. Worker health and safety;
xi. Mental health and substance abuse;
xii. Public health information;
xiii. Vector control and veterinary services; and
xiv. Victim identification and mortuary services.

7. NOTICE OF A LICENSE ACTION

Grantee/Contractor shall notify the assigned System Agency contract manager in writing of any action impacting Grantee/Contractor's license to provide services under this Grant Agreement/Contract within five business days of becoming aware of the action and include the following:

i. Reason for such action;
ii. Name and contact information of the local, state or federal department or agency or entity;
iii. Date of the license action; and

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iv. License or case reference number.

8. EDUCATION TO PERSONS IN RESIDENTIAL FACILITIES

A. Grantee/Contractor shall ensure that all persons, who are housed in System Agency licensed or funded residential facilities and are 22 years of age or younger, have access to educational services as required by Texas Education Code § 29.012.

B. Grantee/Contractor shall notify the local education agency or local early intervention program not later than the third calendar day after the date a person who is 22 years of age or younger is placed in Grantee/Contractor's residential facility.

9. CONSENT TO MEDICAL, DENTAL, PSYCHOLOGICAL, AND SURGICAL TREATMENT OF A CHILD

Unless a federal law applies, before a Grantee/Contractor or its subcontractor can provide medical, dental, psychological or surgical treatment to a minor without parental consent, informed consent must be obtained as required by Texas Family Code Chapter 32.

10. TELEMEDICINE/TELEHEALTH SERVICES

If Grantee/Contractor or its subcontractor provides grant-funded telemedicine/telehealth services, these services shall be in accordance with the Grantee/Contractor's written procedures, applicable law, the Grantee's/Contractor's or subcontractor's licensing board rules, and System Agency equipment standards, if applicable. Grantee/Contractor's procedures for providing telemedicine/telehealth service must include the following requirements:

i. Consider any contraindications to the use of telemedicine/telehealth;
ii. Qualified staff members to ensure the safety of the individual being served by telemedicine/telehealth at the remote site;
iii. Safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
iv. Use by credentialed licensed providers providing clinical care within the scope of their licenses;
v. Demonstrated competency in the operations of the system by all staff members who are involved in the operation of the system and provision of the services prior to initiating the protocol;
vi. Priority in scheduling the system for clinical care of individuals;
vii. Quality oversight and monitoring of satisfaction of the individuals served; and
viii. Management of information and documentation for telemedicine/telehealth services that ensures timely access to accurate information between the two sites. Telemedicine/telehealth Services does not include chemical dependency treatment services provided by electronic means under 25 Texas Administrative Code Rule §448.911.

11. SERVICES AND INFORMATION FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

A. Grantee/Contractor shall take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits and activities. Meaningful access may entail providing language

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assistance services, including oral interpretation and written translation, if necessary. More information can be found at https://www.lep.gov/.

B. Grantee/Contractor shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter.

C. Grantee/Contractor shall make every effort to avoid use of any persons under the age of 18 or any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency, unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

12. THIRD PARTY PAYORS

A. Except as provided in this Grant Agreement/Contract, Grantee/Contractor shall screen all clients and may not bill the System Agency for services eligible for reimbursement from third party payors, who are any person or entity who has the legal responsibility for paying for all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local and private funding sources.

B. As applicable, the Grantee/Contractor shall:
   i. Enroll as a provider in Children's Health Insurance Program and Medicaid if providing approved services authorized under this Grant Agreement/Contract that may be covered by those programs and bill those programs for the covered services;
   ii. Provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs;
   iii. Allow clients that are otherwise eligible for System Agency services, but cannot pay a deductible required by a third party payor, to receive services and bill the System Agency for the deductible;
   iv. Not bill the System Agency for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted;
   v. Maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement;
   vi. Bill all third party payors for services provided under this Grant Agreement/Contract before submitting any request for reimbursement to System Agency; and
   vii. Provide third party billing functions at no cost to the client.

13. HIV/AIDS MODEL WORKPLACE GUIDELINES

A. Grantee/Contractor shall implement DSHS's HIV-STD Policy No. 090.021, HIV/AIDS Model Workplace Guidelines for Businesses, State Agencies, and State Contractors, accessible at http://www.dshs.state.tx.us/hivstd/policy/policies.shtm.

B. Grantee/Contractor shall also educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Texas Health & Safety Code §§ 85.112-114.

14. MEDICAL RECORDS RETENTION

Grantee/Contractor shall retain medical records in accordance with 22 TAC §165.1(b) or other applicable statutes, rules and regulations governing medical information.

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15. INTERIM EXTENSION AMENDMENT

A. Prior to or on the expiration date of this Grant Agreement/Contract, the Parties agree that this Grant Agreement/Contract can be extended as provided under this section.
B. The System Agency shall provide written notice of interim extension amendment to the Grantee/Contractor under one of the following circumstances:
   i. Continue provision of services in response to a disaster declared by the governor; or
   ii. To ensure that services are provided to clients without interruption.
C. The System Agency will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.
D. Grantee/Contractor will provide and invoice for services in the same manner that is stated in the Grant Agreement/Contract.
E. An interim extension under subsection (B)(i) of this section shall extend the term of the Grant Agreement/Contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.
F. An interim extension under subsection (B)(i) of this section shall be a one-time extension for a period of time determined by the System Agency.

16. PROJECT COMMENCEMENT

The Grantee shall begin the grant-funded project <<on or before *insert date*>> <<within 90 days of the original start date of the grant term or grant execution date, whichever is later,>>, unless otherwise approved by System Agency. If project commencement is delayed, the Grantee must submit in writing to the assigned contract manager, the steps taken to initiate the project, the reasons for the delay, and the expected start date. System Agency may require Grantee to take immediate remedial or corrective action in response to any delay.

17. DUPLICATION OF FUNDING

A. If Grantee receives any funding that is duplicative of funding received under this Grant Agreement/Contract that cannot be used for new or expanded eligible grant activities, Grantee will notify the assigned contract manager as soon as possible. System Agency may issue an amendment modifying budget and/or project activities to eliminate duplication. Additionally, Grantee understands that duplicative funding that cannot be re-programmed to support new or expanded grant-funded activities within the program's scope may be de-obligated from this Grant Agreement/Contract and returned to System Agency.

18. NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

A. Grantee/Contractor shall immediately report in writing to its assigned System Agency contract manager when Grantee/Contractor learns of or has any reason to believe it or any person with ownership or controlling interest in Grantee/Contractor, or their agent, employee, subcontractor or volunteer who is providing services under this Grant Agreement/Contract has been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.
B. Grantee/Contractor shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client

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services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

19. NOTICE OF GRANT AGREEMENT/CONTRACT ACTION

Grantee/Contractor shall notify the assigned System Agency contract manager if Grantee/Contractor has any grant agreement or contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five business days of becoming aware of the action and include the following:

i. Reason for such action;
ii. Name and contact information of the local, state or federal department or agency or entity;
iii. Effective start date of the grant agreement/contract;
iv. Date of suspension or termination; and
v. Grant agreement/contract or case reference number.

20. NOTICE OF BANKRUPTCY

Grantee/Contractor shall notify in writing the assigned System Agency contract manager of its plan to seek bankruptcy protection within five business days of such action by Grantee/Contractor.

21. NOTICE OF CHANGE OF CONTACT PERSON OR KEY PERSONNEL

The Grantee/Contractor shall notify in writing the assigned System Agency contract manager within ten business days of any change to the Grantee/Contractor's Contact Person or Key Personnel.

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ATTACHMENT F

OMB Number: 4040-0007
Expiration Date: 02/28/2022

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.

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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

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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
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Prefix: * First Name: Middle Name: * Last Name: Suffix: * Title:
* SIGNATURE: * DATE:

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ATTACHMENT G

HHS DATA USE AGREEMENT

This Data Use Agreement ("DUA"), effective as of the date the Base Contract into which it is incorporated is signed ("Effective Date"), is entered into by and between a Texas Health and Human Services Enterprise agency ("HHS"), and the Contractor identified in the Base Contract, a political subdivision of the State of Texas ("CONTRACTOR").

ARTICLE 1.
PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR's rights and obligations with respect to the Confidential Information. ***45 CFR 164.504(e)(1)-(3)***. This DUA also describes HHS's remedies in the event of CONTRACTOR's noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2.
DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the meanings set forth in the following: Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

"Authorized Purpose" means the specific purpose or purposes described in the Statement of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a Person:

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(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR, or that CONTRACTOR may, for an Authorized Purpose, create, receive, maintain, use, disclose or have access to, that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (herein "PHI");

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Individually Identifiable Health Information as related to HIPAA, Texas HIPAA and Personal Identifying Information under the Texas Identity Theft Enforcement and Protection Act;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Legally Authorized Representative" of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; and Estates Code Ch. 752.

ARTICLE 3.
CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

3.01 Obligations of CONTRACTOR

CONTRACTOR agrees that:

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(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. ***45 CFR 164.502(b)(1); 45 CFR 164.514(d)***

(B) Except as Required by Law, CONTRACTOR will not disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors (as defined in ***45 C.F.R. 160.103***) of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out CONTRACTOR's obligations in connection with the Authorized Purpose.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. ***45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101***

All of CONTRACTOR's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources or offered under Texas Government Code Sec. 2054.519(f).

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request.***45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)***

(D) CONTRACTOR will not, except as otherwise permitted by this DUA, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either HHS or CONTRACTOR's own legal counsel to determine whether CONTRACTOR should object to the disclosure or access and seek appropriate relief. CONTRACTOR will maintain an accounting of all such requests for disclosure and responses and provide such accounting to HHS within 48 hours of HHS' request. ***45 CFR 164.504(e)(2)(ii)(A)***

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. ***45 CFR 164.502(d)(2)(i) and (ii)*** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. ***45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002***

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit

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Confidential Information to carry out CONTRACTOR's obligations in connection with the Authorized Purpose on behalf of CONTRACTOR, unless Subcontractor agrees to comply with all applicable laws, rules and regulations. ***45 CFR 164.502(e)(1)(ii); 164.504(e)(1)(i) and (2).***

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. ***45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.***

(H) If CONTRACTOR maintains PHI in a Designated Record Set which is Confidential Information and subject to this Agreement, CONTRACTOR will make PHI available to HHS in a Designated Record Set upon request. CONTRACTOR will provide PHI to an Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will release PHI in accordance with the HIPAA Privacy Regulations upon receipt of a valid written authorization. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. CONTRACTOR will maintain an accounting of all such disclosures and provide it to HHS within 48 hours of HHS' request. ***45 CFR 164.524and 164.504(e)(2)(ii)(E).***

(I) If PHI is subject to this Agreement, CONTRACTOR will make PHI as required by HIPAA available to HHS for review subsequent to CONTRACTOR's incorporation of any amendments requested pursuant to HIPAA. ***45 CFR 164.504(e)(2)(ii)(E) and (F).***

(J) If PHI is subject to this Agreement, CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. ***45 CFR 164.504(e)(2)(ii)(G) and 164.528.***

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with the HIPAA Privacy Regulations. CONTRACTOR will maintain an accounting of all responses to requests for access to or amendment of PHI and provide it to HHS within 48 hours of HHS' request**.** ***45 CFR 164.504(e)(2).***

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. ***45 CFR 164.308; 164.530(c); 1 TAC 202.***

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(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities. Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may disclose PHI for the proper management and administration of CONTRACTOR, or to carry out CONTRACTOR's legal responsibilities, if: ***45 CFR 164.504(e)(4)(A)***.

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D); or

(2) CONTRACTOR obtains reasonable assurances from the person or entity to which the information is disclosed that the person or entity will:

(a)Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c)Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. ***45 CFR 164.504(e)(4)(ii)(B)***.

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if required by law and requested by HHS, use commercially reasonable efforts to use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. ***45 CFR 164.504(e)(2)(i)(B)***

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, send to HHS or Destroy, at HHS's election and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or sent to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, HHS acknowledges and agrees that CONTRACTOR is not obligated to send to HHSC and/or Destroy any Confidential Information if federal law, state law, the Texas State Library and Archives Commission records retention schedule, and/or a litigation hold notice prohibit such delivery or Destruction. If such delivery or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such delivery or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make

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the return delivery or Destruction of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. ***45 CFR 164.504(e)(2)(ii)(J)***

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. ***45 CFR 164.306; 164.530(c)***

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 1 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. ***45 CFR 164.306.***

(R) CONTRACTOR will establish, implement and maintain reasonable procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. ***45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards).***

(S) CONTRACTOR will designate and identify, a Person or Persons, as Privacy Official ***45 CFR 164.530(a)(1)*** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. If such persons fail to develop and implement the requirements of the DUA, CONTRACTOR will replace them upon HHS request. ***45 CFR 164.308(a)(2).***

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure

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and use limitations pertaining to the Confidential Information contained in this DUA. ***45 CFR 164.502; 164.514(d).***

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Statement of Work. ***45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1).***

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR for an Authorized Purpose for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. ***45 CFR 164.308; 164.514(d).***

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary of the U.S. Department of Health and Human Services, or other federal or state law. ***45 CFR 164.504(e)(2)(i)(I).***

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form, in accordance with applicable rules, regulations and laws. A secure transmission of electronic Confidential Information *in motion* includes, but is not limited to, Secure File Transfer Protocol (SFTP) or Encryption at an appropriate level. If required by rule, regulation or law, HHS Confidential Information *at rest* requires Encryption unless there is other adequate administrative, technical, and physical security. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. ***45 CFR 164.312; 164.530(d).***

(Z) For each type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses, has access to or transmits in the performance of the Statement of

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Work, CONTRACTOR will comply with the following laws rules and regulations, only to the extent applicable and required by law:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and

Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

(AA) Notwithstanding anything to the contrary herein, CONTRACTOR will treat any Personal Identifying Information it creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with Texas Business and Commerce Code, Chapter 521 and other applicable regulatory standards identified in Section 3.01(Z), and Individually Identifiable Health Information CONTRACTOR creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with HIPAA and other applicable regulatory standards identified in Section 3.01(Z).

ARTICLE 4.
BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

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4.01 Breach or Event Notification to HHS. 45 CFR 164.400-414.

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's reasonable satisfaction (the "incident response period"). ***45 CFR 164.404.***

(C) Breach Notice:

(1) Initial Notice.

(a) For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.

(b) Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. ***45 CFR 164.410.***

(c) Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

(2) Formal Notice. No later than two business days after the Initial Notice above, provide formal notification to privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available*: **For (a) - (m) below: 45 CFR 164.400-414.***

(a) The date the Event or Breach occurred;

(b) The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

(c) A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

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(d) A brief description of CONTRACTOR's investigation and the status of the investigation;

(e) A description of the types and amount of Confidential Information involved;

(f) Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the Individual and if applicable the, Legally Authorized Representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

(g) CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

(h) CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

(i) The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

(j) The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

(k) Identify, describe or estimate the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

(l) A reasonable schedule for CONTRACTOR to provide regular updates during normal business hours to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

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(m) Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

4.02 Investigation, Response and Mitigation. 45 CFR 164.308, 310 and 312; 164.530

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the reasonable satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

4.03 Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR shall give HHS an opportunity to review and provide feedback to CONTRACTOR and to confirm that CONTRACTOR's notice meets all regulatory requirements regarding the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. HHS shall have ten (10) business days to provide said feedback to CONTRACTOR. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, if required by applicable law, rule, or regulation, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

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(D) CONTRACTOR will have the burden of demonstrating to the reasonable satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5.
STATEMENT OF WORK

"Statement of Work" means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Statement of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6.
GENERAL PROVISIONS

6.01 Oversight of Confidential Information

CONTRACTOR acknowledges and agrees that HHS is entitled to oversee and monitor CONTRACTOR's access to and creation, receipt, maintenance, use, disclosure of the Confidential Information to confirm that CONTRACTOR is in compliance with this DUA.

6.02 HHS Commitment and Obligations

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

6.03 HHS Right to Inspection

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

6.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA shall be extended or amended concurrent with such extension or amendment.

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(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(C) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require CONTRACTOR to submit to a Corrective Action Plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation, the requested corrective action CONTRACTOR may take to cure the alleged violation, and the action HHS intends to take if the alleged violated is not timely cured by CONTRACTOR.

(D) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

(E) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

6.05 Governing Law, Venue and Litigation

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

6.06 Injunctive Relief

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(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

6.07 Responsibility.

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, CONTRACTOR shall be solely responsible for its own acts and omissions and the acts and omissions of its employees, directors, officers, Subcontractors and agents. HHS shall be solely responsible for its own acts and omissions.

6.08 Insurance

(A) As a governmental entity, and in accordance with the limits of the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will request that HHS be named as an additional insured. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

6.08 Fees and Costs

Except as otherwise specified in this DUA or the Base Contract, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

6.09 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract as an amendment thereto and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be

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enforced. If any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

6.10 Automatic Amendment and Interpretation

If there is (i) a change in any law, regulation or rule, state or federal, applicable to HIPPA and/or Confidential Information, or (ii) any change in the judicial or administrative interpretation of any such law, regulation or rule,, upon the effective date of such change, this DUA shall be deemed to have been automatically amended, interpreted and read so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such changes. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

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ATTACHMENT H
FFATA

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.***

Legal Name of Contractor:	**FFATA Contact # 1 Name, Email and Phone Number:**
Primary Address of Contractor:	**FFATA Contact #2 Name, Email and Phone Number:**
ZIP Code: 9-digits Required www.usps.com ☐☐☐☐☐-☐☐☐☐	**DUNS Number: 9-digits Required www.sam.gov** ☐☐☐☐☐☐☐☐☐
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits ☐☐☐☐☐☐☐☐☐☐☐☐☐☐	

Printed Name of Authorized Representative	**Signature of Authorized Representative**
Title of Authorized Representative	**Date**

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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: 96E4EC18348C4C2C855A199A4BF90AD0
Status: Sent
Subject: $261,979.00 HHS001120300005 City of Lubbock STD/HIV-DIS - New Contract
Source Envelope:
Document Pages: 88
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

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

Record Tracking

Status: Original
12/10/2021 2:07:59 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: 12/10/2021 2:50:27 PM ID: 4252790d-c0c2-4b78-974a-6e7d26f710fd		Sent: 12/10/2021 2:17:41 PM Viewed: 12/10/2021 2:50:27 PM
Helen Whittington helen.whittington@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/10/2021 2:53:41 PM ID: 4062d956-1aec-4a36-a8cd-da9d428ead67		
Patty Melchior Patty.Melchior@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/10/2021 11:27:20 AM ID: b6e13b0f-d150-445a-99f5-c51df336175f		
Kirk Cole Kirk.Cole@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/10/2021 8:04:38 AM ID: 33c4480a-f689-49db-b3ac-f5074a3557dd		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Lillie Powell lillie.powell@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: 12/10/2021 2:17:40 PM
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: 12/10/2021 2:17:41 PM Viewed: 12/10/2021 3:04:03 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		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/10/2021 2:17:41 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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

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 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 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 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.

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution authorizing the Mayor to execute for and behalf of the City of Lubbock, Contract 16179, for Youth Treatment (TRY) Substance Use Prevention Services, by and between the City of Lubbock, and Dailey Recovery Services of Amarillo, Texas, and related documents.

Item Summary

In response to RFP-22-161799-MA, one proposal was received by Dailey Recovery Services, to provide substance use disorder treatment services.

These contracts are funded through the Substance Use Prevention Service grants from the Texas Department of Health and Human Services.
For FY 2022, September 1, 2021 through August 31, 2022; the total amount for this grant is $57,497.
For FY 2023, September 1, 2022 through August 31, 2023; the total amount for this grant will be $57,497.
For FY 2024, September 1, 2023 through August 31, 2024; the total amount for this grant will be $57,497.

Fiscal Impact

The required match for FY 2022 through FY 2024 is $2,875 per fiscal year.

Staff/Board Recommending

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

Attachments

Resolution
TRY Contract
Project Summary - TRY Subtance Use Prevention Services

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 16179, as per RFP 22-16179-MA, for Youth Treatment (TRY) Substance Use Prevention Services, by and between the City of Lubbock and Dailey Recovery Services of Amarillo, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

RES.Contract No. 16179 Dailey Recovery Services
12.23.21

Contract 16179

City of Lubbock, TX
Youth Treatment (TRY) Substance Use Prevention Services
Agreement

This Service Agreement (this "Agreement") is entered into as of the __day of _____202_ ("Effective Date") by and between **Dailey Recovery Services (the Contractor)**, and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 22-16179-MA Youth Treatment (TRY) Substance Use Prevention Services.

WHEREAS, the proposal submitted by the Contractor has been selected as the proposal which best meets the needs of the City for this service; and

WHEREAS, Contractor desires to perform as an independent contractor to provide Youth Treatment (TRY) Substance Use Prevention Services, upon terms and conditions maintained in this Agreement; and

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the City and Contractor agree as follows:

City and Contractor acknowledge the Agreement consists of the following exhibits which are attached hereto and incorporated herein by reference, listed in their order of priority in the event of inconsistent or contradictory provisions:

1. This Agreement
2. Exhibit A – General Requirements
3. Exhibit B – Service Types and Unit Rates
4. Exhibit C – Business Associate Agreement
5. Exhibit D – Insurance

Scope of Work

Contractor shall provide the services that are specified in Exhibit A. The Contractor shall comply with all the applicable requirements set forth in Exhibit B, C, and D, attached hereto.

Article 1

1.1 The contract shall be for a term of one year, with the option of three, one-year extensions, said date of term beginning upon formal approval. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

1.2 The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement, whatsoever, without prior consent of the City.

1.3 All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds

by the City Council of the City of Lubbock for the goods or services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the contractor on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the date of termination.

1.4 This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

Article 2 Miscellaneous.

2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.

2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.

2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.

2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.

2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.

2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.

2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within 30 days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

2.9 At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such

overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

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

2.11 The contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof of insurance from the Subcontractor that complies with all contract Insurance requirements document, this provision shall control.

2.12 Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

2.13 Section 2270.002, Government Code, (a) This section applies only to a contract that: (1) Is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

2.14 SB 252 prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization.

----INTENTIONALLY LEFT BLANK----

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

Daniel M. Pope, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Katherine Wells, Director of Health

APPROVED AS TO FORM

Ryan Brooke, Assistant City Attorney

CONTRACTOR

BY:

Dailey Recovery Services

Print Name

Address

City, State, Zip Code

GENERAL REQUIREMENTS

BACKGROUND

The City of Lubbock Health Department is establishing a new network of substance use disorder treatment providers. Providers in the network will serve individuals with qualifying substance use disorders who have been screened and approved for services by health department staff. The goal of this network is to establish a diverse group of substance use disorder treatment options to meet the individual needs of those entering treatment. This network is funded through the Substance Use Prevention Service grants from the Texas Department of Health and Human Services.

1 INTENT

The City of Lubbock (hereinafter called "City") is seeking proposals from interested firms or individuals, (hereinafter called "Proposer") to provide qualified providers to join the network. Eligible providers must meet the state minimum requirements to participate in this program. Preference with be given to providers who can exceed the requirements. Network providers must accept the state unit rate as payment in full. At this time additional funds are not available to supplement the state rate, however, individuals receiving service through the network will be assigned a case manager to monitor progress, address treatment barriers and assist with discharge planning to help improve short and long term success rates.

a) Offerors are invited to submit demonstrated competence and qualifications of their firm for providing these services.
b) The information contained within this document is intended to provide interested firms with the requirements and criteria that will be used to make the selection.

2 LEVELS OF CARE/SERVICE TYPES

A. OUTPATIENT TREATMENT SERVICES (ASAM Level 1 Outpatient Services) Contractor shall:

1. Adhere to TAC requirements and SUD UM Guidelines for outpatient treatment services.
2. Adhere with all applicable rules in the TAC Additional Requirements for Adolescent Programs.
3. Document in CMBHS a discharge follow-up sixty (60) calendar days after discharge from the outpatient treatment services.

B. SUPPORTIVE RESIDENTIAL TREATMENT SERVICES
(ASAM Level 3.1 Clinically Managed Low-Intensity Residential Services)

Contractor shall:

1. Adhere to TAC applicable supportive residential services requirements.
2. Adhere to SUD UM Guidelines for residential services.
3. Adhere with all applicable rules in the TAC Additional Requirements for Adolescent Programs.
4. Document a discharge follow-up sixty (60) calendar day after discharge from the residential treatment services in CMBHS.

5. Facilitate regular communication between an adolescent client and the client's family and shall not arbitrarily restrict any communications without clear individualized clinicaljustification documented in the client record.
6. Develop and implement written Policy and Procedures addressing notification ofparents or guardians in the event an adolescent leaves a residential Program withoutauthorization and have available for System Agency review.
7. For pregnant and parenting clients, Contractor shall address the needs of parents onthe treatment plan either directly or through referral including but not limited to the following:
   a) Gender-specific parenting education;
   b) Reproductive health education and pregnancy planning;
   c) DFPS coordination;
   d) Family violence and safety;
   e) Fetal and child development;
   f) Current infant and child safety guidelines;
   g) Financial resource needs; and
   h) And any other needs of the Client's children.

C. INTENSIVE RESIDENTIAL TREATMENT SERVICES
(ASAM Level 3.5 Clinically Managed High-Intensity Residential Services)

Contractor shall:

a) Adhere to TAC applicable intensive residential services requirements.
b) Adhere to SUD UM Guidelines for residential services.
c) Adhere with all applicable rules in the TAC Additional Requirements for Adolescent Programs.
d) Document a discharge follow-up sixty (60) calendar days after discharge from the residential treatment services in CMBHS.
e) Facilitate regular communication between an adolescent Client and the Client's family and shall not arbitrarily restrict any communications without clear individualized clinical justification documented in the Client record.
f) Develop and implement written Policy and Procedures addressing notification of parents or guardians in the event an adolescent leaves a residential Program without authorization and have available for System Agency review.
g) For pregnant and parenting Clients, Contractor shall address the needs of parents on the treatment plan either directly or through referral including but not limited to the following:
h) Gender-specific parenting education;
i) Reproductive health education and pregnancy planning;
j) DFPS coordination;
k) Family violence and safety;
l) Fetal and child development;
m) Current infant and child safety guidelines;
n) Financial resource needs; and
i) And any other needs of the Client's children.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

_____
Daniel M. Pope, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Katherine Wells, Director of Health

APPROVED AS TO FORM

_____
Ryan Brooke, Assistant City Attorney

CONTRACTOR

BY: Lidia Dailey
Dailey Recovery Services

Lidia Dailey
Print Name

2412 SW 8th
Address

Amarillo TX 79106
City, State, Zip Code

Exhibit B

TARGET POPULATION

Youth Texas residents who meet *Client Eligibility* for System Agency -funded substance use disorder services as stated in the System Agency's Substance Use Disorder (SUD) Utilization Management (UM) Guidelines.

Service Type	Capacity	Unit Rate
Youth Outpatient Individual	3	$60.69

EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement"), effective _____ is entered into by and between the City of Lubbock ("City" or "Covered Entity") **Dailey Recovery Services.** (the "Business Associate"), (each a "Party" and collectively the "Parties").

Business Associate is a provider of City of Lubbock for **Youth Treatment (TRY) Substance Use Prevention Services** (the "Services"), and the Covered Entity is a political subdivision of the State of Texas. The Parties have an agreement (the "Master Agreement") under which the Business Associate regularly uses and/or discloses Protected Health Information in its performance of the Services described. Both Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). This Agreement sets forth the terms and conditions, pursuant to which the Protected Health Information, that is provided, created, or received by the Business Associate, from or on behalf of the Covered Entity, will be handled between the Business Associate and the Covered Entity, and further with third parties during the term of the Master Agreement and after its termination. The Parties agree as follows:

Covered Entity will make available to Business Associate certain information (e.g., medical records, patient information that is confidential and must be afforded special treatment and protection) in connection with Services provided by Business Associate to Covered Entity pursuant to the Master Agreement.

Business Associate will have access to and/or receive from Covered Entity certain Information that can be used or disclosed only in accordance with this Agreement, the Master Agreement and the Department of Health and Human Service Privacy Regulations.

Covered Entity and Business Associate agree as follows:

1. Business Associate shall not use or disclose Protected Health Information except as provided in this Agreement, the Master Agreement or required by law.

   A) The City of Lubbock agrees to provide Business Associate with a list of employees who are authorized to request retrieval of government documents. The City of Lubbock will be responsible for ensuring the fax machine is in a secured area for the receipt of confidential information.

   B) The City of Lubbock will fax to Business Associate a written, signed, and dated release of information request to Business Associate at: (806) 723-6256. Business Associate will verify the name of the requestor and the incoming fax number prior to retrieving the requested document(s). Business Associate will verbally contact the original requestor prior to faxing or physically returning the documents and confirm request, verify documents, fax number and/or ship to address.

   C) Business Associate will return requested documents per City of Lubbock instructions. Fax requested returns will be to the authorized requestor's attention at (806)775-2164. Physical return of documents will be to the

authorized requestor's attention at: **The City of Lubbock, Citizens Tower, 1314 Avenue K, 9th Floor, Lubbock, TX 79401**

D) Business Associate will document method of return and original written authorization of release. Business Associate will maintain all release information for a period of six (6) years.

2. Business Associate shall implement and maintain appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided herein.

3. Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information in violation of this Agreement or the Master Agreement in which Business Associate becomes aware.

4. Business Associate agrees that anytime information is provided to or made available to any subcontractors or agents, Business Associate shall enter into a subcontract with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of information as contained in this Contract.

5. Business Associate shall make Protected Health Information available through and upon written request of the Covered Entity, to the individual subjects of such information.

6. Business Associate shall incorporate into this Agreement any amendments or corrections to Protected Health Information when notified by Covered Entity.

7. Business Associate shall provide for an accounting of uses and disclosures of Protected Health Information as requested by Covered Entity.

8. Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the Department of Health and Human Services (HHS) as necessary for purposes of determining Covered Entity's compliance with the HIPAA Privacy Rule.

9. At termination of this Agreement Business Associate agrees to return or destroy all information received from, or created or received by Business Associate on behalf of Covered Entity. Business Associate agrees not to retain any copies of the information after termination of this contract. If return or destruction of the information is not feasible, Business Associate agrees to extend the protections of this Agreement for as long as necessary to protect the information after the termination of this Contract.

10. Covered Entity may terminate this agreement if it determines that Business Associate has violated a material term of this agreement after first providing written notice of such breach to Business Associate. Business Associate will then

have seventy-two (72) hours to rectify said breach and notify Covered Entity of the resolution.

11. If termination of the contract is not feasible, then Covered Entity must report this violation to the Secretary of HHS.

12. The information shall be and remain the property of Covered Entity. Business Associate agrees that it acquires no title or rights to the information, including any de-identified information, as a result of this Contract.

In witness whereof, Business Associate and City have caused this Contract to be signed and delivered by their duly authorized representatives, as of the date set forth above.

The City of Lubbock

By: Katherine Wells

Print Name: Katherine Wells

Title: Director of Health

Contractor Lidia Dailey

By: Dailey, Recovery Center

Print Name: Lidia Dailey

Title: Clinical Director

Exhibit D

City of Lubbock, TX
Purchasing & Contract Management

INSURANCE COVERAGE REQUIRED

TYPE OF INSURANCE			COMBINED SINGLE LIMIT	
GENERAL LIABILITY				
■ Commercial General Liability			General Aggregate	[illegible]
☐ Claims Made	☐ Other ____		Products-Comp/Op AGG	X
☐ W/Heavy Equipment	■ Occurrence		Personal & Adv. Injury	X
	☐ XCU		Contractual Liability	X
☐ To include Products of Complete Operation Endorsements			Fire Damage (Any one Fire)	
			Med Exp (Any one Person)	X
☐ PROFESSIONAL LIABILITY ☐ or Technical Errors and Omissions	☐ Occurrence		General Aggregate	
☐ CYBER LIABILITY	☐ Occurrence		General Aggregate	
OTHER:			Combined Single Limit	1,000,000
☒ Medical Malpractice	■ Occurrence		General Aggregate	[illegible]
AUTOMOTIVE LIABILITY				
☒ Any Auto	☐ All Owned Autos		Per Occurrence	[illegible]
☐ Scheduled Autos	☐ Hired Autos			
☐ Non-Owned Autos			Aggregate	
EXCESS LIABILITY				
☐ Umbrella Form			Each Occurrence	
			Aggregate	
GARAGE LIABILITY				
☐ Any Auto			Auto Only - Each Accident	
☐ _____		Other than Auto Only:	Each Accident	
			Aggregate	
☐ BUILDER'S RISK	☐ 100% of the Total Contract Price			
☐ INSTALLATION FLOATER	☐ 100% of the Total Material Costs			
☐ POLLUTION				
☐ CARGO				
■ WORKERS COMPENSATION or OCCUPATONAL MEDICAL AND DISABILITY				500,000
■ EMPLOYERS' LIABILITY				[illegible]

OTHER: COPIES OF ENDOSEMENTS ARE REQUIRED

■ City of Lubbock named as additional insured on Auto/General Liability on a primary and non-contributory basis.
■ To include Products and Completed Operations Endorsements
☐ Waiver of subrogation in favor of the City of Lubbock on all coverages
☐ No insurance required.

Additional Comments:

Purchasing and Contract Management
Project Summary

RFP-22-16179-MA Youth Treatment (TRY) Substance Use Prevention Services

Notice was published in the Lubbock Avalanche Journal on October 17 and October 24, 2021.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on Bonfire-hub.com from October 15, 2021 to November 9, 2021.
9 vendors took documents from Bonfire-hub.com
7 vendors were notified separately.
1 vendor submitted a proposal.

Information

Agenda Item

Resolution - Community Development: Consider a resolution approving the price and conditions of sale for the Contract of Sale by the Urban Renewal Agency (URA) to BMC Holdings, LLC, for that certain parcel property located at 1512 East 14th Street, Lubbock, Texas, legally described as Lot 5, Block 5, Whitehead Addition to the City of Lubbock, Lubbock County, Texas.

Item Summary

This is a routine sale of a single-family residential property owned by the Urban Renewal Agency (URA) and located at 1512 East 14th Street, Lubbock, Texas.

The sale is to BMC Holdings, LLC, for acquisition of an "AS IS" single-family residential house, that will be rehabbed and made available as affordable housing.

The house at 1512 East 14th Street was built and financed by URA in a first-time homebuyer program. This property was forfeited to URA in May 2010, and this house is being sold "AS-IS".

The URA board approved the bid and sale of this property at the URA meeting on October 19, 2021.

Fiscal Impact

Sale of the property will generate $45,237 revenue to URA. There is no fiscal impact to the General Fund.

Staff/Board Recommending

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

Attachments

Resolution BMC Holdings
Sales Contract

RESOLUTION

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

THAT the City Council does hereby approve the price and conditions of sale for the Contract of Sale of a single-family residential property by the Urban Renewal Agency of the City of Lubbock to BMC Holdings, LLC for that certain parcel property located at 1512 E. 14th Street, Lubbock, Texas legally described as Lot Five (5), Block Five (5), Whitehead Addition to the City of Lubbock, Lubbock County, Texas. Said Contract of Sale of Land is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Karen Murfee, Community Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

CONTRACT FOR SALE

AGREEMENT, made on or as of the **11th day of January, 2022,** by and between the **URBAN RENEWAL AGENCY OF THE CITY OF LUBBOCK,** a public body corporate (which, together with any successor public body or officer hereafter designated by or pursuant to law, is hereinafter called "Seller"), having its office at 1708 Crickets Ave. in the City of Lubbock (hereinafter called "City"), State of Texas, and **BMC Holdings, LLC** (hereinafter called "Purchaser") at **5109 82nd Street, Suite 7, #330, Lubbock Texas, 79424** WITNESSETH:

WHEREAS, in furtherance of the objectives of the Texas Urban Renewal Law, Local Government Code Title 12, Subtitle A, Chapter 374, the Seller is carrying out an Urban Renewal Project and has offered to sell and the Purchaser is willing to purchase certain real property located in the Project area as described in Section I, and to redevelop or rehabilitate the Property for an in accordance with the uses specified in the Urban Renewal Plan.

NOW, THEREFORE, in consideration of the premises and the mutual obligation of the parties hereto, each of them does hereby covenant and agree as follows:

I. DESCRIPTION OF PROPERTY

a. All that certain improved parcel or parcels of land located in the City of Lubbock, County of Lubbock, State of Texas, more particularly described as follows:

1512 E. 14th Street, Lubbock, Texas legally described as Lot Five (5), Block Five (5), Whitehead Addition to the City of Lubbock, Lubbock County, Texas.

b. Single Family Residential improvement located at the above reference property description is accepted "AS IS" condition.

II. SALE/ PURCHASE PRICE

a. Subject to all the terms, covenants, and conditions of this Agreement, the Seller will sell the Improved Property, "AS IS" condition to the Purchaser for **Forty Five Thousand Two Hundred Thirty Seven and/00 dollars ($45,237.00),** hereinafter called "Purchase Price", to be paid in cash, by certified check, or by such check as shall be satisfactory to the Seller.

III. CONVEYANCE OF PROPERTY

a. Form of Deed: The Seller shall convey to the Purchaser Title to the property by general Warranty Deed. The conveyance and title shall, in addition to all other conditions.

b. Time and Place for Delivery of Deed: The Seller shall deliver the Deed and possession of the Property to the Purchaser on, February 1, 2022, or on such date as the parties mutually agree, at the office of Community Development, 1708 Crickets Ave., Lubbock TX 79401.

c. Recordation of Deed: The Seller shall promptly file the Deed for recordation in the Lubbock County Deed Records, Lubbock County Clerk Office.

d. Title: The Seller will furnish an owner's title policy or a mortgagee title policy binder on an interim construction loan to the Property and will convey good and merchantable title free and clear of any encumbrances except those named herein. Only a warranty deed and tax certificates(s) shall be furnished by the Seller to the Purchaser in the conveyance of an uneconomic remnant lot or to a non-profit organization biding ten percent (10%) of the minimum set price. The Seller will not pay any closing costs.

IV. GOOD FAITH DEPOSIT

The Purchaser has, prior to the execution of this agreement, delivered to the Seller a good faith deposit satisfactory to the Seller in the amount of **Four Thousand Four Hundred Twenty Three and 70/100 dollars (4,423.70)**, hereinafter called the "Deposit". The Deposit shall be handled as follows:

a. In the case of a single one-family dwelling rehabilitation, redevelopment or other development of like magnitude, the Deposit will be applied as a part of the purchase Price, if at the time of conveyance, the Purchaser has entered into a satisfactory contract for the construction or rehabilitation of the improvements, as defined and set forth in Section 5.

b. In the case of all other developments of greater magnitude, the Deposit will be applied as part of the Purchase Price or will be returned to the Purchaser if the Purchaser has submitted to the Seller the following:

   i. Copy, certified by the Purchaser to be true and correct, of the commitment or commitments obtained by the Purchaser for the mortgage loans or loan to assist in the financing of the construction of the improvements.
   ii. Evidence satisfactory to the Seller that the interim mortgage loan are closed to assist in financing the construction or rehabilitation of the improvements.

V. SITE PREPARATION AND CERTAIN OTHER ACTION BY SELLER

a. The vacating of present streets, alleys, other public rights-of-way, and plats, and the dedication of new streets, alleys, and other public rights-of-way, in the Project Area, and the re-zoning of such Area, in accordance with the Urban Renewal Plan costs will be borne by the Purchaser. Purchaser agrees that upon request to join with the Seller in any petitions and proceedings required for such vacations, dedications and re-zoning.

b. It shall be the sole responsibility of the Purchaser to bear the costs for application(s) to change the zoning to accommodate the proposed development, sewer taps, water meters, curb cuts, repairs, or other related costs. The Seller or the City of Lubbock will not be responsible for any of these costs under any circumstances.

VI. CONSTRUCTION OF IMPROVEMENTS, PLAN OR WORK WRITE-UP, AND EVIDENCE OF FINANCING

a. The Purchaser will redevelop the Property by adding on to adjoining property. The Purchaser's plans and specifications or rehabilitation work write-ups for the redevelopment or rehabilitation of the Property shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable State and local Laws and regulations. As promptly as possible after the date of this Agreement, the Purchaser shall submit to the Seller for the Seller's approval a plan for the construction of the improvements or a rehabilitation work write-up. If rejected, the Purchaser shall submit a new or

corrected construction plan or rehabilitation work write-up, which conforms to the Seller's requirements by the date stated in the written notice of rejection.

b. The Purchaser shall submit to the Seller, evidence as to equity capital and any commitment necessary for mortgage financing after approval of the construction plans or work write-up by the Seller. The submission of evidence of necessary equity capital and mortgage financing commitment by the Purchaser are conditions precedent to the Seller's obligation to convey the Property to the Purchaser.

VII. RESTRICTION ON USE

a. The Purchaser agrees for itself, its successors and assigns, shall comply with the terms of the deed's covenants:

   i. Devote the Property only to and in accordance with the uses specified in the Urban Renewal Plan; and
   ii. Not discriminate upon the basis of race, color, creed, disability, familial status or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

VIII. COVENANTS: BINDING UPON SUCCESSORS IN INTEREST; PERIOD OF DURATION

a. The Deed shall provide that the covenants provided in Sections 7, 9, 11 and 12 shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the Seller, its successors and assigns, the City, and any successor in interest to the Property, and the United States (in the case of the covenant provided in Section 9 (b) against the Purchaser, its successors and assigns, and every successor in interest to the Property, and any party in possession or occupancy of the Property. It is further intended and agreed that the covenant provided in Section 9 (a) shall remain in effect from the date of the Deed until the period of time referred to in the Urban Renewal Plan, or until such date is thereafter extended by proper amendment of the Urban Renewal Plan. The covenant provided in subsection (b) of Section 9 shall remain in effect without limitation as to time. The term "uses specified in the Urban Renewal Plan" and "land use" referring to provisions of the Urban Renewal Plan, or similar language, in this Agreement shall include the land and all building, housing, and other requirements or restrictions of the Urban Renewal Plan pertaining to such land.

IX. PROHIBITION AGAINST TRANSFER OF PROPERTY

a. The Purchaser has not made or created, and (except as permitted by Section 12) will not, prior to the completion of the improvements, make or suffer to be made any sale, assignment, conveyance, lease, or transfer the Property without the prior written approval of the Seller.

b. A transfer of stock in the Purchaser of ten percent or more, or any other significant change or distribution in the ownership of such stock or with respect to the parties in control of the Purchaser, whether by increased capitalization, merger with another corporation, corporate or other amendments, shall be deemed an assignment or conveyance of the Property. The Purchaser and the parties signing this Agreement on behalf of the Purchaser represent that they have the authority of all of its existing stockholders to agree to this provision on their behalf and to bind them thereto. "Stock in the Purchaser" means and includes any proprietary interest, susceptible of division or distribution among more than one person, constituting total or partial ownership in or of the Purchaser. "Stockholder" means any holder of such proprietary interest.

c. The Purchaser agrees that during the period between execution of this Agreement and the completion of the improvements, (a) the Purchaser will promptly notify the Seller of any changes in the ownership of stock, and (b) the Purchaser shall furnish the Seller with a complete statement, subscribed and sworn to by the president or other executive officer, setting forth all of the names of stockholders of the Purchaser and the extent of their respective holdings.

X. LIMITATION UPON ENCUMBRANCE OF PROPERTY

a. Prior to the completion of the improvements, neither the Purchaser nor any successor in interest to the Property shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, except for the purposes of obtaining funds only to the extent necessary for making the improvements. Until completion, the Purchaser shall notify the Seller in advance of any financing, secured by mortgage or other similar lien instrument it proposes to enter into, and of any encumbrance or lien that has been created or attached to the Property.

XI. MORTGAGEES NOT OBLIGATED TO CONSTRUCT

a. The holder of any mortgage authorized by this Agreement (including any holder who obtains title to the Property as a result of foreclosure proceedings or any other party who thereafter obtains title to the Property from or through such holder) shall not be obligated to construct or complete the improvements. Nothing in this Agreement shall permit such holder to devote the Property to, other than those uses or improvements permitted in the Urban Renewal Plan and this Agreement.

XII. ENFORCED DELAY IN PERFORMANCE

a. Neither the Seller nor the Purchaser nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the preparation of the Property for redevelopment, or the commencement and completion of the improvements, in the event of enforced delay in the performance due to unforeseeable causes beyond its control. The time for the performance shall be extended, if the party seeking the extension requests it in writing to the other party within ten (10) days after the beginning of the enforced delay.

XIII. REMEDIES

a. In General. In the event of any default or breach of the Agreement, or any of its terms or conditions, by either party, or any successor, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, within sixty (60) days after receipt of such notice. In case the default or breach is not cured or remedied within a sixty (60) days, the aggrieved party may institute such proceedings as may be necessary to cure and remedy such default or breach, to compel specific performance by the party in default or breach of its obligations.

b. Prior to Conveyance. If, prior to the conveyance, the Purchaser assigns or attempts to assign this Agreement or fails to pay the Purchase Price and take title to the Property under tender of conveyance by the Seller, then this Agreement and any rights of the Purchaser in this Agreement may be terminated by the Seller and the Deposit retained by the Seller as liquidated damages. In the event that the Seller does not tender conveyance or possession of the Property as provided in this Agreement or the Purchaser furnishes evidence satisfactorily to the Seller by time of closing if applicable and that it has been unable after diligent effort to obtain mortgage financing for the

construction or rehabilitation of the improvements, then this Agreement shall at the option of the Seller be terminated and the Deposit returned to the Purchaser.

c. Re-vesting Title in Agency upon Happening of Event Subsequent to Conveyance to Redeveloper. In the event subsequent to conveyance of the Property to the Purchaser, and prior to completion of construction or rehabilitation of the improvements, the Seller shall have the right to re-enter and take possession of the Property and to terminate (and re-invest in the Seller) the estate conveyed by the Deed to the Purchaser if any of the following occurs:

   i. The Purchaser (or successor in interest) shall default or violate its obligations or shall abandon or suspend the construction or rehabilitation of the improvements, and any such default, violation, abandonment, or suspension is not remedied within six (6) months after written demand by the seller; or
   ii. The Purchaser (or successor in interest) shall fail to pay real estate taxes or assessments on the Property when due, or shall place any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, the Purchaser shall make provision satisfactory to the Seller for such payment, removal, or discharge, within ninety (90) days after written demand by the Seller; or
   iii. There is any transfer of the Property, and such violation shall not be cured within sixty (60) days after written demand by the Seller to the Purchaser.

The Deed shall contain, a condition that in the event of any default, failure, violation, by the Purchaser (specified in subdivisions (a), (b) and (c) of this Section 15), to remedy such default, failure, violation, the Seller may declare a termination in favor of the Seller of the title, and of all the rights and interests in and to the Property conveyed by the Deed to the Purchaser, and that such title and all rights and interests of the Purchaser, and any assigns or successors, shall revert to the Seller: Provided, that Seller shall always be subject to, (a) the lien of any mortgage authorized by this Agreement, and (b) any right or interest provided in the Agreement for the protection of the holder of such mortgage. In addition, the Seller shall also have the right to retain the Deposit as liquidated damages.

d. Other Rights and Remedies of Agency; No Waiver by Delay. The Seller shall have the right to institute such proceedings for effectuating the purpose of this Section 15, including the right to execute and record or files among the public land records in the office in which the Deed is recorded a written declaration of the termination of all the right, title, and interest of the Purchaser, and (subject to such mortgage liens and leasehold interests as provided in this Section 15 hereof), its successors in interest and assigns, in the property, and the re-vesting of title in the Seller: Provided that any delay by the Seller in instituting or prosecuting any such proceedings shall not operate as a waiver of such rights or to limit its rights in any way.

XIV. RESALE OF REACQUIRED PROPERTY: DISPOSITION OF PROCEEDS

Upon the re-vesting in the Seller of title to the Property as provided in subdivision D of Section 15, the Seller shall use its best efforts to resell the Property (subject to such mortgage liens and leasehold interests as in Section 15) as soon as the Seller shall find to a qualified and responsible party or parties (as determined by the Seller) who will assume the obligation of making or completing the construction or rehabilitation of the improvements satisfactory to the Seller. Upon such resale of the Property, the proceeds shall be applied:

a. First, to reimburse the Seller, on its own behalf or on behalf of the City, for all costs and expenses incurred by the Seller, including, but not limited to, salaries of personnel in connection with the

recapture, management, and resale of the Property (but less any income derived by the Seller from the Property); all taxes, assessments, and water and sewer charges thereof at the time of revesting of title in the Seller or to prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Purchaser, its successors or transferees; any expenditures made or obligations incurred; and any other amounts owing the Seller by the Purchaser and its successor or transferee; and

b. Second, to reimburse the Purchaser, its successor or transferee, up to the amount equal to (1) the sum of the purchase price paid by it for the Property (or allocable to the part thereof) and the cash actually invested by it in performing any construction or rehabilitation of the improvements on the Property, less (2) any gains or income withdrawn or made on the Property.

c. Any balance remaining after such reimbursements shall be retained by the Seller as its property.

XV. CONFLICT OF INTEREST: SELLER'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE

No member, official, or employee of the seller shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interests, directly or indirectly. No member, official, or employee of the Seller shall be personally liable to the Purchaser or any successor in interest, in the event of any default or breach by the Seller or for any amount which may become due to the Purchaser or successor or on any obligation under the terms of this Agreement.

XVI. PROVISIONS NOT MERGED WITH DEED

No provision of this Agreement shall be merged by any subsequent deed transferring, and any such deed shall not affect the provisions and covenants of this Agreement.

XVII. SPECIAL PROVISIONS

a. **This Agreement is subject to the approval of the City Council, City of Lubbock, Texas, in accordance to Sec. 374.017 (g) of the local Government Code. If such approval is not obtained, then this contract for sale shall be null and void and have no further force between the parties hereto.**

b. **This Agreement is subject to the "Time Limits On Contractual Agreements to Purchase Policy on Land Disposition for Urban Renewal Agency Parcels" approved and adopted by the Urban Renewal Board of Commissioners on September 18, 2007.**

c. **This Agreement is subject to any required approval and or revisions zone changes or variance, if any, by the Planning and Zoning commission (P & Z), City Council and or the Zoning Board of Adjustment (ZBA) prior to conveyance. If such approval or revisions are not approved or obtained, then the Purchaser may request the cancellation of this agreement.**

XVIII. COUNTERPARTS

This Agreement is executed in one counterpart, each of which shall constitute one and the same Instruments.

IN WITNESS WHEREOF, the Seller has caused this Agreement to be duly executed in its name and behalf by its Chairman and/or Vice-Chairman and its seal to be hereunto duly affixed and attested by its Secretary and or Acting Secretary, and the Purchaser has signed and sealed the same on or as of the day and year first above written.

URBAN RENEWAL AGENCY OF THE CITY OF LUBBOCK, TEXAS

BY:

Stewart Townsen, Chair

ATTEST:

Dustie Delashaw, Acting Secretary

PURCHASER(S)

BY:

Michael Crump for BMC Holdings, LLC

Karen Murfee, Trustee

Information

Agenda Item

Resolution - Community Development: Consider a resolution approving the price and conditions of sale for the Contract of Sale of Land by the Urban Renewal Agency (URA) to Madewell Real Estate Management, LLC, for the certain parcels of land located at 1821 and 1823 East Harvard Avenue, Lubbock, Texas, legally described as Lots Sixty-Three (63) and Sixty-Four (64), Kings Dominion Addition to the City of Lubbock, Lubbock County, Texas.

Item Summary

This is a routine sale of residential vacant lots owned by the Urban Renewal Agency (URA) and located at 1821 and 1823 East Harvard Avenue, Lubbock, Texas.

The sale is to Madewell Real Estate Management, LLC, for new construction of 2 single-family residential houses in Kings Dominion.

The URA Board approved the bid and sale of these two lots at the URA meeting October 19, 2021.

Fiscal Impact

The sale of lots will generate $6,300 of revenue to URA. There is no fiscal impact to the General Fund.

Staff/Board Recommending

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

Attachments

Resolution Madewell
Sales Contract

RESOLUTION

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

THAT the City Council does hereby approve the price and conditions of sale for the Contract of Sale of Land by the Urban Renewal Agency of the City of Lubbock to Madewell Real Estate Management, LLC for that certain parcel of land located at 1821 & 1823 E. Harvard Street, Lubbock, Texas legally described as Lots Sixty Three (63) and Sixty Four (64), Kings Dominion Addition to the City of Lubbock, Lubbock County, Texas. Said Contract of Sale of Land is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Karen Murfee, Community Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

CONTRACT FOR SALE

AGREEMENT, made on or as of the **11th day of January, 2022,** by and between the **URBAN RENEWAL AGENCY OF THE CITY OF LUBBOCK,** a public body corporate (which, together with any successor public body or officer hereafter designated by or pursuant to law, is hereinafter called "Seller"), having its office at 1708 Crickets Ave. in the City of Lubbock (hereinafter called "City"), State of Texas, and **Madewell Real Estate Management, LLC** (hereinafter called "Purchaser") at **7314 – 73rd Street, Lubbock Texas, 79424** WITNESSETH:

WHEREAS, in furtherance of the objectives of the Texas Urban Renewal Law, Local Government Code Title 12, Subtitle A, Chapter 374, the Seller is carrying out an Urban Renewal Project and has offered to sell and the Purchaser is willing to purchase certain real property located in the Project area as described in Section I, and to redevelop or rehabilitate the Property for an in accordance with the uses specified in the Urban Renewal Plan.

NOW, THEREFORE, in consideration of the premises and the mutual obligation of the parties hereto, each of them does hereby covenant and agree as follows:

I. DESCRIPTION OF PROPERTY

a. All that certain improved parcel or parcels of land located in the City of Lubbock, County of Lubbock, State of Texas, more particularly described as follows:

1821 & 1823 E. Harvard Street, Lubbock, Texas legally described as Lots Sixty Three (63) and Sixty Four (64), Kings Dominion Addition to the City of Lubbock, Lubbock County, Texas.

II. SALE/ PURCHASE PRICE

a. Subject to all the terms, covenants, and conditions of this Agreement, the Seller will sell to the Purchaser for **Six Thousand Three Hundred and XX/00 dollars ($6,300.00)**, hereinafter called "Purchase Price", to be paid in cash, by certified check, or by such check as shall be satisfactory to the Seller.

III. CONVEYANCE OF PROPERTY

a. Form of Deed: The Seller shall convey to the Purchaser Title to the property by general Warranty Deed. The conveyance and title shall, in addition to all other conditions.

b. Time and Place for Delivery of Deed: The Seller shall deliver the Deed and possession of the Property to the Purchaser on, February 1, 2022, or on such date as the parties mutually agree, at the office of Community Development, 1708 Crickets Ave., Lubbock TX 79401.

c. Recordation of Deed: The Seller shall promptly file the Deed for recordation in the Lubbock County Deed Records, Lubbock County Clerk Office.

d. Title: The Seller will furnish an owner's title policy or a mortgagee title policy binder on an interim construction loan to the Property and will convey good and merchantable title free and clear of any encumbrances except those named herein. Only a warranty deed and tax certificates(s) shall be furnished by the Seller to the Purchaser in the conveyance of an uneconomic remnant lot or to a non-profit organization biding ten percent (10%) of the minimum set price. The Seller will not pay any closing costs.

IV. GOOD FAITH DEPOSIT

The Purchaser has, prior to the execution of this agreement, delivered to the Seller a good faith deposit satisfactory to the Seller in the amount of **Six Hundred Thirty and XX/100 dollars ($630.00)**, hereinafter called the "Deposit". The Deposit shall be handled as follows:

a. In the case of a single one-family dwelling rehabilitation, redevelopment or other development of like magnitude, the Deposit will be applied as a part of the purchase Price, if at the time of conveyance, the Purchaser has entered into a satisfactory contract for the construction or rehabilitation of the improvements, as defined and set forth in Section 5.

b. In the case of all other developments of greater magnitude, the Deposit will be applied as part of the Purchase Price or will be returned to the Purchaser if the Purchaser has submitted to the Seller the following:

   i. Copy, certified by the Purchaser to be true and correct, of the commitment or commitments obtained by the Purchaser for the mortgage loans or loan to assist in the financing of the construction of the improvements.
   ii. Evidence satisfactory to the Seller that the interim mortgage loan are closed to assist in financing the construction or rehabilitation of the improvements.

V. SITE PREPARATION AND CERTAIN OTHER ACTION BY SELLER

a. The vacating of present streets, alleys, other public rights-of-way, and plats, and the dedication of new streets, alleys, and other public rights-of-way, in the Project Area, and the re-zoning of such Area, in accordance with the Urban Renewal Plan costs will be borne by the Purchaser. Purchaser agrees that upon request to join with the Seller in any petitions and proceedings required for such vacations, dedications and re-zoning.

b. It shall be the sole responsibility of the Purchaser to bear the costs for application(s) to change the zoning to accommodate the proposed development, sewer taps, water meters, curb cuts, repairs, or other related costs. The Seller or the City of Lubbock will not be responsible for any of these costs under any circumstances.

VI. CONSTRUCTION OF IMPROVEMENTS, PLAN OR WORK WRITE-UP, AND EVIDENCE OF FINANCING

a. The Purchaser will redevelop the Property by adding on to adjoining property. The Purchaser's plans and specifications or rehabilitation work write-ups for the redevelopment or rehabilitation of the Property shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable State and local Laws and regulations. As promptly as possible after the date of this Agreement, the Purchaser shall submit to the Seller for the Seller's approval a plan for the construction of the improvements or a rehabilitation work write-up. If rejected, the Purchaser shall

submit a new or corrected construction plan or rehabilitation work write-up, which conforms to the Seller's requirements by the date stated in the written notice of rejection.

b. The Purchaser shall submit to the Seller, evidence as to equity capital and any commitment necessary for mortgage financing after approval of the construction plans or work write-up by the Seller. The submission of evidence of necessary equity capital and mortgage financing commitment by the Purchaser are conditions precedent to the Seller's obligation to convey the Property to the Purchaser.

VII. RESTRICTION ON USE

a. The Purchaser agrees for itself, its successors and assigns, shall comply with the terms of the deed's covenants:

   i. Devote the Property only to and in accordance with the uses specified in the Urban Renewal Plan; and
   ii. Not discriminate upon the basis of race, color, creed, disability, familial status or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

VIII. COVENANTS: BINDING UPON SUCCESSORS IN INTEREST; PERIOD OF DURATION

a. The Deed shall provide that the covenants provided in Sections 7, 9, 11 and 12 shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the Seller, its successors and assigns, the City, and any successor in interest to the Property, and the United States (in the case of the covenant provided in Section 9 (b) against the Purchaser, its successors and assigns, and every successor in interest to the Property, and any party in possession or occupancy of the Property. It is further intended and agreed that the covenant provided in Section 9 (a) shall remain in effect from the date of the Deed until the period of time referred to in the Urban Renewal Plan, or until such date is thereafter extended by proper amendment of the Urban Renewal Plan. The covenant provided in subsection (b) of Section 9 shall remain in effect without limitation as to time. The term "uses specified in the Urban Renewal Plan" and "land use" referring to provisions of the Urban Renewal Plan, or similar language, in this Agreement shall include the land and all building, housing, and other requirements or restrictions of the Urban Renewal Plan pertaining to such land.

IX. PROHIBITION AGAINST TRANSFER OF PROPERTY

a. The Purchaser has not made or created, and (except as permitted by Section 12) will not, prior to the completion of the improvements, make or suffer to be made any sale, assignment, conveyance, lease, or transfer the Property without the prior written approval of the Seller.

b. A transfer of stock in the Purchaser of ten percent or more, or any other significant change or distribution in the ownership of such stock or with respect to the parties in control of the Purchaser, whether by increased capitalization, merger with another corporation, corporate or other amendments, shall be deemed an assignment or conveyance of the Property. The Purchaser and the parties signing this Agreement on behalf of the Purchaser represent that they have the authority of all of its existing stockholders to agree to this provision on their behalf and to bind them thereto. "Stock in the Purchaser" means and includes any proprietary interest, susceptible of division or

distribution among more than one person, constituting total or partial ownership in or of the Purchaser. "Stockholder" means any holder of such proprietary interest.

c. The Purchaser agrees that during the period between execution of this Agreement and the completion of the improvements, (a) the Purchaser will promptly notify the Seller of any changes in the ownership of stock, and (b) the Purchaser shall furnish the Seller with a complete statement, subscribed and sworn to by the president or other executive officer, setting forth all of the names of stockholders of the Purchaser and the extent of their respective holdings.

X. LIMITATION UPON ENCUMBRANCE OF PROPERTY

a. Prior to the completion of the improvements, neither the Purchaser nor any successor in interest to the Property shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, except for the purposes of obtaining funds only to the extent necessary for making the improvements. Until completion, the Purchaser shall notify the Seller in advance of any financing, secured by mortgage or other similar lien instrument it proposes to enter into, and of any encumbrance or lien that has been created or attached to the Property.

XI. MORTGAGEES NOT OBLIGATED TO CONSTRUCT

a. The holder of any mortgage authorized by this Agreement (including any holder who obtains title to the Property as a result of foreclosure proceedings or any other party who thereafter obtains title to the Property from or through such holder) shall not be obligated to construct or complete the improvements. Nothing in this Agreement shall permit such holder to devote the Property to, other than those uses or improvements permitted in the Urban Renewal Plan and this Agreement.

XII. ENFORCED DELAY IN PERFORMANCE

a. Neither the Seller nor the Purchaser nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the preparation of the Property for redevelopment, or the commencement and completion of the improvements, in the event of enforced delay in the performance due to unforeseeable causes beyond its control. The time for the performance shall be extended, if the party seeking the extension requests it in writing to the other party within ten (10) days after the beginning of the enforced delay.

XIII. REMEDIES

a. In General. In the event of any default or breach of the Agreement, or any of its terms or conditions, by either party, or any successor, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, within sixty (60) days after receipt of such notice. In case the default or breach is not cured or remedied within a sixty (60) days, the aggrieved party may institute such proceedings as may be necessary to cure and remedy such default or breach, to compel specific performance by the party in default or breach of its obligations.

b. Prior to Conveyance. If, prior to the conveyance, the Purchaser assigns or attempts to assign this Agreement or fails to pay the Purchase Price and take title to the Property under tender of conveyance by the Seller, then this Agreement and any rights of the Purchaser in this Agreement may be terminated by the Seller and the Deposit retained by the Seller as liquidated damages. In the event that the Seller does not tender conveyance or possession of the Property as provided in

this Agreement or the Purchaser furnishes evidence satisfactorily to the Seller by time of closing if applicable and that it has been unable after diligent effort to obtain mortgage financing for the construction or rehabilitation of the improvements, then this Agreement shall at the option of the Seller be terminated and the Deposit returned to the Purchaser.

c. Re-vesting Title in Agency upon Happening of Event Subsequent to Conveyance to Redeveloper. In the event subsequent to conveyance of the Property to the Purchaser, and prior to completion of construction or rehabilitation of the improvements, the Seller shall have the right to re-enter and take possession of the Property and to terminate (and re-invest in the Seller) the estate conveyed by the Deed to the Purchaser if any of the following occurs:

   i. The Purchaser (or successor in interest) shall default or violate its obligations or shall abandon or suspend the construction or rehabilitation of the improvements, and any such default, violation, abandonment, or suspension is not remedied within six (6) months after written demand by the seller; or
   ii. The Purchaser (or successor in interest) shall fail to pay real estate taxes or assessments on the Property when due, or shall place any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, the Purchaser shall make provision satisfactory to the Seller for such payment, removal, or discharge, within ninety (90) days after written demand by the Seller; or
   iii. There is any transfer of the Property, and such violation shall not be cured within sixty (60) days after written demand by the Seller to the Purchaser.

The Deed shall contain, a condition that in the event of any default, failure, violation, by the Purchaser (specified in subdivisions (a), (b) and (c) of this Section 15), to remedy such default, failure, violation, the Seller may declare a termination in favor of the Seller of the title, and of all the rights and interests in and to the Property conveyed by the Deed to the Purchaser, and that such title and all rights and interests of the Purchaser, and any assigns or successors, shall revert to the Seller: Provided, that Seller shall always be subject to, (a) the lien of any mortgage authorized by this Agreement, and (b) any right or interest provided in the Agreement for the protection of the holder of such mortgage. In addition, the Seller shall also have the right to retain the Deposit as liquidated damages.

d. Other Rights and Remedies of Agency; No Waiver by Delay. The Seller shall have the right to institute such proceedings for effectuating the purpose of this Section 15, including the right to execute and record or files among the public land records in the office in which the Deed is recorded a written declaration of the termination of all the right, title, and interest of the Purchaser, and (subject to such mortgage liens and leasehold interests as provided in this Section 15 hereof), its successors in interest and assigns, in the property, and the re-vesting of title in the Seller: Provided that any delay by the Seller in instituting or prosecuting any such proceedings shall not operate as a waiver of such rights or to limit its rights in any way.

XIV. RESALE OF REACQUIRED PROPERTY: DISPOSITION OF PROCEEDS

Upon the re-vesting in the Seller of title to the Property as provided in subdivision D of Section 15, the Seller shall use its best efforts to resell the Property (subject to such mortgage liens and leasehold interests as in Section 15) as soon as the Seller shall find to a qualified and responsible party or parties (as determined by the Seller) who will assume the obligation of making or completing the construction or rehabilitation of the improvements satisfactory to the Seller. Upon such resale of the Property, the proceeds shall be applied:

a. First, to reimburse the Seller, on its own behalf or on behalf of the City, for all costs and expenses incurred by the Seller, including, but not limited to, salaries of personnel in connection with the recapture, management, and resale of the Property (but less any income derived by the Seller from the Property); all taxes, assessments, and water and sewer charges thereof at the time of revesting of title in the Seller or to prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Purchaser, its successors or transferees; any expenditures made or obligations incurred; and any other amounts owing the Seller by the Purchaser and its successor or transferee; and

b. Second, to reimburse the Purchaser, its successor or transferee, up to the amount equal to (1) the sum of the purchase price paid by it for the Property (or allocable to the part thereof) and the cash actually invested by it in performing any construction or rehabilitation of the improvements on the Property, less (2) any gains or income withdrawn or made on the Property.

c. Any balance remaining after such reimbursements shall be retained by the Seller as its property.

XV. CONFLICT OF INTEREST: SELLER'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE

No member, official, or employee of the seller shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interests, directly or indirectly. No member, official, or employee of the Seller shall be personally liable to the Purchaser or any successor in interest, in the event of any default or breach by the Seller or for any amount which may become due to the Purchaser or successor or on any obligation under the terms of this Agreement.

XVI. PROVISIONS NOT MERGED WITH DEED

No provision of this Agreement shall be merged by any subsequent deed transferring, and any such deed shall not affect the provisions and covenants of this Agreement.

XVII. SPECIAL PROVISIONS

a. **This Agreement is subject to the approval of the City Council, City of Lubbock, Texas, in accordance to Sec. 374.017 (g) of the local Government Code. If such approval is not obtained, then this contract for sale shall be null and void and have no further force between the parties hereto.**

b. **This Agreement is subject to the "Time Limits On Contractual Agreements to Purchase Policy on Land Disposition for Urban Renewal Agency Parcels" approved and adopted by the Urban Renewal Board of Commissioners on September 18, 2007.**

c. **This Agreement is subject to any required approval and or revisions zone changes or variance, if any, by the Planning and Zoning commission (P & Z), City Council and or the Zoning Board of Adjustment (ZBA) prior to conveyance. If such approval or revisions are not approved or obtained, then the Purchaser may request the cancellation of this agreement.**

XVIII. COUNTERPARTS

This Agreement is executed in one counterpart, each of which shall constitute one and the same Instruments.

IN WITNESS WHEREOF, the Seller has caused this Agreement to be duly executed in its name and behalf by its Chairman and/or Vice-Chairman and its seal to be hereunto duly affixed and attested by its Secretary and or Acting Secretary, and the Purchaser has signed and sealed the same on or as of the day and year first above written.

URBAN RENEWAL AGENCY OF THE CITY OF LUBBOCK, TEXAS

BY: _____

Stewart Townsen, Chair

ATTEST: _____

Dustie Delashaw, Acting Secretary

PURCHASER(S)

BY: _____

Jordan Madewell for Madewell RE Management, LLC

_____

Karen Murfee, Trustee

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute Purchase Order 31062874, with Freightliner of Austin, for the purchase of three Freightliner 108SD Cabs and Chassis, for the Solid Waste Collection Department.

Item Summary

This Purchase Order Contract for three 2023 Freightliner 108SD Cab and Chassis for Solid Waste Collections, replaces three existing collection vehicles that have exceeded their useful lives. This purchase will continue the modernization of the Solid Waste Collection Fleet. Each Cab and Chassis has a unit cost of $104,320.20, and the total cost for three units is $312,960.60.

This purchase is made through The Interlocal Purchasing System (TIPS), Contract 200206. TIPS has a cooperative purchasing program that manages the solicitation requirements and offers an established network of awarded contracts that have been competitively bid. Cooperative purchasing is authorized in Chapter 271 of the Local Government Code and allows a local government to participate in a cooperative purchasing program. TIPS purchases conform to the requirements of Texas competitive bid statutes.

Fiscal Impact

This purchase for $312,960.60 is funded in Capital Improvement Project 92720, General Fund Vehicle Replacement FY 2021-22.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Dominic R. Esperat, Interim Director of Fleet Operations

Attachments

Resolution - PO31062874, Freightliner of Austin
PO 31062874 - Freightliner of Austin
Budget Detail1
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 31062874 in accordance with TIPS Contract 200206 for the purchase of a Freightliner 108SD chassis, by and between the City of Lubbock and Freightliner of Austin of Austin, TX and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.PurchaseOrd 31062874 Freightliner – TIPS 200206
11.04.21

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 01/4/2021
Order Number 31062874 000 OP
Branch/Plant 3526

TO: FREIGHTLINER OF AUSTIN
1701 SMITH RD
AUSTIN TX 78721

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK TX 79404

INVOICE TO: **CITY OF LUBBOCK**
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 11/4/2021 Freight

Requested 11/22/2022 Taken By K MORGAN

Delivery N DODSON REQ 58609 TIPS CONTRACT 200206/PUR 16261

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Freightliner 108SD Chassis	3.000	104,320.2000	EA	312,960.60	11/22/2022
w/ Option					

Total Order

Terms NET 30

312,960.60

This purchase order encumbers funds in the amount of $312,960.60 awarded to Freightliner of Austin, Austin, TX, on _____, 2022. The following is incorporated into and made part of this purchase order by reference: Quote dated December 29, 2021, from Freightliner of Austin, Austin, TX, and TIPS Contract 200206.
Resolution #_____

CITY OF LUBBOCK

_____
Daniel M. Pope, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Rev. 9/2021

PURCHASE ORDER
TERMS AND CONDITIONS
IMPORTANT: READ CAREFULLY
STANDARD TERMS AND CONDITIONS
CITY OF LUBBOCK, TX

Seller and Buyer agree as follows:

1. SELLER TO PACKAGE GOODS. Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE AND RISK OF LOSS. The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. INVOICES & PAYMENTS. Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.

6. GRATUITIES. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

7. SPECIAL TOOLS & TEST EQUIPMENT. If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

8. WARRANTY-PRICE. a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY-PRODUCT. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. SAFETY WARRANTY. Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.

11. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS. As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.

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

13. RIGHT OF INSPECTION. Buyer shall have the right to inspect the goods at delivery before accepting them.

14. CANCELLATION. Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

15. TERMINATION. The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.

16. FORCE MAJEURE. Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

17. ASSIGNMENT-DELEGATION. No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.

18. WAIVER. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

19. INTERPRETATION-PAROLE EVIDENCE. This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

20. APPLICABLE LAW. This agreement shall be governed by the Uniform Commercial Code. Whereever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

21. RIGHT TO ASSURANCE. Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

22. INDEMNIFICATION. Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.

23. TIME. It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

24. MBE. The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.

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

26. RIGHT TO AUDIT. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

27. ASSIGNING OR SUBLETTING THE CONTRACT. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.

29. HOUSE BILL 1295 DISCLOSURE OF INTERESTED PARTIES. House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at http://www.ci.lubbock.tx.us/departmental-websites/departments/purchasing/vendor-information.

30. CONTRACTOR ACKNOWLEDGES, by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

31. TEXAS GOVERNMENT CODE, CHAPTER 2252. The undersigned representative of the undersigned company or business, being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas, which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Lubbock Purchasing and Contract Department.

32. TEXAS GOVERNMENT CODE, CHAPTER 2270. This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees, and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

33. TEXAS PUBLIC INFORMATION ACT. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Pursuant to Section 552.301(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request. Please send this request to this email address for it to be processed: orr@mylubbock.us.

FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721
Bus: 512-389-0000
FAX: 512-389-2663
Wats: 1-800-395-2005

INV.
Date 12-29-2021

PURCHASING NAME		TELEPHONE	
CITY OF LUBBOCK		806-775-2167	
ADDRESS	CITY	STATE	ZIP CODE
206 MUNICIPAL DRIVE	LUBBOCK	TX	

I/We Hereby Purchase from You, Under the Terms and Conditions Specified, the Following:

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
2023	FREIGHTLINER	108SD	ORDER	

A documentary fee is not an official fee, a documentary fee is not required by law but may be charged to buyers for handling documents and performing services relating to the the closing of a sale. Buyers may avoid payment of the fee to the seller by handling the documents and performing the services relating to the closing of the sale. A documentary fee may not exceed $50.00. This notice is required by law.

El cobro documental no es un cobro oficial. El cobro documental no es un requisito bajo la ley, pero se le puede cobrar. Al comprador por el rendimiento de los servicios relacionados con la completacion de la venta y por completar los documentos. El comprador puede evitar el pago al vendedor de este costo si el comprador mismo se encarga de mandejar los documentos y de los servicios necesarios para la completacion de la venta. El cobro documental no puede sobrepasar los $50.00 (U.S.) Este aviso es requerido bajo la ley.

Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller, *Freightliner of Austin*, hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and *Freightliner of Austin, neither* assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

MILEAGE:	
TIPS CONTRACT #200206	
CHASSIS SELLING PRICE	$ 75,106.50
OPTION CONTENT	$ 26,313.70
FREIGHTLINER YEAR MODEL 2023 SURCHARGE	$ 2,900.00
TOTAL	$ 104,320.20
X(3)	$ 312,960.00
CUSTOMER SIGNATURE	
SALESMAN SIGNATURE KEVIN KRIEG	

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrieds any contrary provisions in the contract of sale."

MILEAGE: TRADE-IN

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE

MILEAGE: TRADE-IN

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE

PAYOFF TO:		TOTAL	$ 312,960.00
ADDRESS:		Trade Allowance	N/A
TELEPHONE: / FAX:		Trading Difference	N/A
GOOD UNTIL:		Sales Tax	N/A
QUOTED BY:		Vehicle Inventory Tax	N/A
SHOW LIEN TO:	Body Type:	License Fee	N/A
ADDRESS:	License Wt.:	Documentary Fee	N/A
	State Insp.:	Federal Excise Tax	N/A
DATED: LIEN AMOUNT $	License:	TOTAL SALE PRICE	$ 312,960.60
DRAFT FOR $	Title:	Payoff on Trade	
DRAFT THRU:	Transfer:	Ext. Service Agreement	
ADDRESS:		Less Deposit	
		Total Balance Due	$ 312,960.60

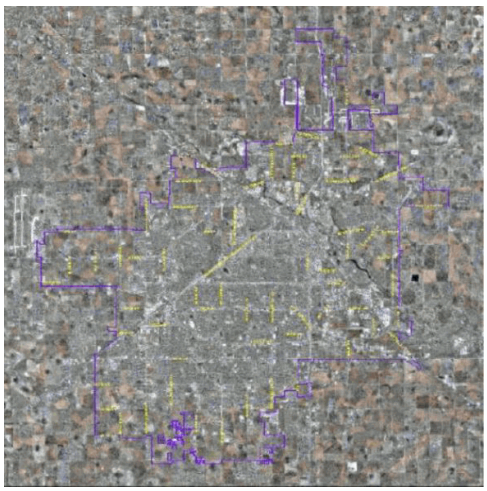
Full disclosure required by federal regulation "Z", The Consumer Protection Act and The Texas Consumer Credit Code, will be made prior to consummation of a credit sale. This written order comprises the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever, will be recognized. It is expressly agreed that the purchaser acquires no right, title or interest in or to the property which he agrees to purchase hereunder until such property is delivered to him/her and either the full price is paid in cash or satisfactory deferred payment agreement is executed by the parties hereto, the terms of which shall thereafter be controlling, and a clear title is furnished to dealer for the used cars or trucks involved, if any. THIS IS NOT A CONDITIONAL SALES CONTRACT, BUT IS A BUYER'S ORDER. All new vehicles carry the standard factory warranty. It is understood there is no guarantee on the above described new or used vehicle other than appears on this Buyer's Order. Mileage, if used vehicle model is not guaranteed and a verbal agreement by the Salesman will not be considered binding on the Seller. It is agreed that neither Freightliner of Austin nor the manufacturer will be

City of Lubbock, TX
Capital Project
January 11, 2022

Capital Project Number:	92720
Capital Project Name:	General Fund Vehicle Replacement FY 21-22

	Budget
Encumbered/Expended	
(4) LP61 Gasoline Skid (5221)	$ 72,732
TerrainCut Rough Mower (5221)	73,404
2 Units Half Ton Pick Up (5615)	69,555
Dynapac double drum roller (4531)	64,187
50' Aerial Truck (5615)	189,416
Agenda Item January 11, 2022	
2 Units of Mack ASL (5815)	690,596
3 Units of KANN CSL (5815)	345,858
3 Units of Freightliner (5815)	312,961
Encumbered/Expended To Date	1,818,709
Estimated Costs for Remaining Appropriation	
Vehicles and Equipment	1,084,269
Remaining Appropriation	1,084,269
Total Appropriation	$ 2,902,978

Project Name **General Fund Vehicle Replacement FY 21-22** *Project Number* **92720**



Managing Department **Fleet Maintenance**

Project Manager **Billy Taylor**

Project Classification **Replacement Equipment/Fleet**

Project Status **Approved**

Project Scope
This project is for the annual vehicle replacement for the General Fund.

4211 - Codes Administration
(2) 1/2 ton, extended cab, 4x4 (replacing 12010030 and 12010038) - $56,000
(1) 3/4 ton, extended cab, 4x4 (replacing 22001050) - $32,000
(1) 1/2 ton pickup, toolbox, lightbar, radios (NEW) - $29,978

4311 - Building Safety
(1) 1/2 ton pick-up (replacing 12010055) - $25,000

4525 - Traffic Operations
(1) 48" digging depth trencher (replacing 92001015) - $55,000

4531 - Paved Streets
(1) Steel Drum Roller with 51"-55" width (replacing 92009162) - $65,000
(1) Towable roller with rear vibration and split front drum (replacing 92010063) - $75,000
(1) Walk behind roller (replacing N/A) - $8,000

5221 - Park Maintenance
(1) John Deere 9009A Terrain Cut Mower (replacing 02004001) - $85,000
(3) Litter Vacuum LP61-G (replacing N/A) - $75,000
(1) Tandem 10k Utility Trailer (replacing 02001116) - $6,000

5311 - Animal Services
(1) 3/4 ton, extended cab, 4x4 with animal transport body (replacing 22011119) - $52,000

5414 - Environmental Health
(1) Mid-size SUV (NEW) - $32,000

5419 - Vector Control
(2) 3/4 ton 4x4 with Flatbed (replacing 22003168 and 22004082) - $60,000

5615 - Lubbock Fire Rescue
(1) 50' Aerial (NEW) - $200,000
(2) 1/2 ton, crew cab, 4x4 pickup (replacing 12009169 and 12007135) - $64,000

5811 - Residential Collection
(1) Roll-Off (replacing 82010001) - $160,000
(1) 3/4 Ton, Crew Cab, 4x4 (replacing 12008154) - $33,000
(4) Automated Side Loader (replacing 82012019, 82014014, 82014032, and 82014029) - $1,280,000

5812 - Alley Maintenance
(1) 12 yard dump with salt spreader hookups (replacing 82008181) - $200,000
(1) CAT 120 Motor Grader (replacing 82008204) - $265,000

5815 - Solid Waste Disposal
(1) 3/4 Ton, Crew Cab, 4x4, service body, Air Compressor (replacing 32013016) - $45,000

Replacement of vehicles and equipment that are at the end of their useful life.

Project Justification

Project History
$2,902,978 was appropriated in the FY 2021-22 Budget, Ord. No. 2021-O0126, October 1, 2021.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Project Amount
Other Activities	0	2,902,978	0	0	0	0	0	2,902,978
Total Project Appropriation	0	2,902,978	0	0	0	0	0	2,902,978

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Funding
FY 2022 General Fund Cash	0	2,902,978	0	0	0	0	0	2,902,978
Total Funding Sources	0	2,902,978	0	0	0	0	0	2,902,978

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

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute Purchase Order 31062875, with Kann Manufacturing, for the purchase of three Kann Commercial Side Loader Bodies, for the Solid Waste Collection Department.

Item Summary

This Purchase Order Contract is for 3 Commercial Side Loader Bodies to be installed on Cabs and Chassis purchased by the City, for Solid Waste Collections, to replace 3 vehicles that have exceeded their useful lives. This purchase will continue the moderinization of the Solid Waste Collection Fleet. Each commercial side loader body has a unit cost of $115,286, and the total cost for 3 units is $345,858.

This purchase is made through BuyBoard Contract 599-19. BuyBoard is a cooperative purchasing program that manages the solicitation requirements and offers an established network of awarded contracts that have been competitively bid. Cooperative purchasing authorized in Chapter 271 of the Local Government Code, allows a local government to participate in a cooperative purchasing program, and BuyBoard purchases conform to the requirements of Texas competitive bid statutes.

Fiscal Impact

This $345,858 purchase is funded in Capital Improvement Project 92720, General Fund Vehicle Replacement FY 2021-22.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Dominic R. Esperat, Interim Director of Fleet Operations

Attachments

Resolution - PO31062875, Kann Manufacturing Corp.
PO 31062875 - Kann Manufacturing
Budget Detail
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 31062875 in accordance with BuyBoard Contract 599-19 for the purchase of commercial side loader bodies, by and between the City of Lubbock and Kann Manufacturing Corp. of Guttenberg, Iowa and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.PurchaseOrd 31062875 commercial side loader – BuyBoard 599-19
11.04.21

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 1/4/2022
Order Number 31062875 000 OP
Branch/Plant 3526

TO: KANN MANUFACTURING CORPORATION
PO BOX 400
GUTTENBERG IA 52052

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK TX 79404

INVOICE TO: **CITY OF LUBBOCK**
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 11/4/2021 Freight

Requested 12/17/2022 Taken By S BALLANCE

Delivery PER N DODSON/ REQ 58068 CONTRACT 599-19/ PUR 16262

If you have any questions, please contact Natalie Dodson: NDodson@mylubbock.us or 806-775-2374

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Body Assy SSL Tall Blade Slec	3.000	59,335.0000	EA	178,005.00	12/17/2022
Paint misc matl ppg#fdgh slc	3.000	2,945.0000	EA	8,835.00	12/17/2022
ppg#fdgh 90604 nc, int white	18.000	150.0000	EA	2,700.00	12/17/2022
Sngl Hook Load OPT Slec	3.000	2,925.0000	EA	8,775.00	12/17/2022
Lights 1yd tg LED t/b Slec RR	3.000	1,250.0000	EA	3,750.00	12/17/2022
Strobe Wheelen m6a, 1yd tg sle	3.000	295.0000	EA	885.00	12/17/2022
Beacon Wheelen L360 LWR 1Y TG	3.000	560.0000	EA	1,680.00	12/17/2022
7" Rnd AMB Arrow Lights SLEC	3.000	328.0000	EA	984.00	12/17/2022
Lights Side work Option SLC	3.000	165.0000	EA	495.00	12/17/2022
Loading work lights SLEC	3.000	97.0000	EA	291.00	12/17/2022
Camera (3) Convoy 7" LCD 33"	3.000	2,150.0000	EA	6,450.00	12/17/2022
Rear Work Lights, BTM LT Bar	3.000	85.0000	EA	255.00	12/17/2022
Option CMPCTR Rev Press Switch	3.000	95.0000	EA	285.00	12/17/2022
Slec27YD SSL PTO/T PMP FRTLNR	3.000	31,253.0000	EA	93,759.00	12/17/2022
Surcharge	3.000	10,238.0000	EA	30,714.00	12/17/2022
Freight	3.000	2,665.0000	EA	7,995.00	12/17/2022
				Total Order	

Terms NET 30 DAYS 345,858.00

This purchase order encumbers funds in the amount of $345,858.00 awarded to Kann Manufacturing Corp of Guttenberg, Iowa, on _____, 2022. The following is incorporated into and made part of this purchase order by reference: Quote dated December 29, 2021, from Kann Manufacturing Corp of Guttenberg, Iowa, and BuyBoard Contract 599-19.

Resolution #_____

CITY OF LUBBOCK

_____
Daniel M. Pope, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Rev. 9/2021

Seller and Buyer agree as follows:

PURCHASE ORDER
TERMS AND CONDITIONS
IMPORTANT: READ CAREFULLY
STANDARD TERMS AND CONDITIONS
CITY OF LUBBOCK, TX

1. SELLER TO PACKAGE GOODS. Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE AND RISK OF LOSS. The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. INVOICES & PAYMENTS. a. Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.

6. GRATUITIES. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

7. SPECIAL TOOLS & TEST EQUIPMENT. If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

8. WARRANTY-PRICE a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of viciation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY-PRODUCT. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. SAFETY WARRANTY. Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.

11. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS. As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.

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

13. RIGHT OF INSPECTION. Buyer shall have the right to inspect the goods at delivery before accepting them.

14. CANCELLATION. Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

15. TERMINATION. The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.

16. FORCE MAJEURE. Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

17. ASSIGNMENT-DELEGATION. No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.

18. WAIVER. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

19. INTERPRETATION-PAROLE EVIDENCE. This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

20. APPLICABLE LAW. This agreement shall be governed by the Uniform Commercial Code. Whereever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

21. RIGHT TO ASSURANCE. Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

22. INDEMNIFICATION. Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.

23. TIME. It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

24. MBE. The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.

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

26. RIGHT TO AUDIT. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

27. ASSIGNING OR SUBLETTING THE CONTRACT. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.

29. HOUSE BILL 1295 DISCLOSURE OF INTERESTED PARTIES. House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: http://www.ci.lubbock.tx.us/departmental-websites/departments/purchasing/vendor-information

30. CONTRACTOR ACKNOWLEDGES, by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

31. TEXAS GOVERNMENT CODE, CHAPTER 2252. The undersigned representative of the undersigned company or business, being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas, which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Lubbock Purchasing and Contract Department.

32. TEXAS GOVERNMENT CODE, CHAPTER 2270. This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees, and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel, and (2) will not boycott Israel during the term of the contract.

33. TEXAS PUBLIC INFORMATION ACT. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Pursuant to Section 552.301(c) of the Texas Government Code; the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request. Please send this request to this email address for it to be processed: pir@mylubbock.us.

Kann Manufacturing Corporation
P.O. Box 400 - 210 Regent Street - Guttenberg, Iowa 52052
Phone: 563-252-2035 - Fax: 563-252-3069 - Email: sales@kannmfg.com

QUOTE

Date	Quote #
12/29/21	00008026

Quote To: CITY OF LUBBOCK

LUBBOCK, TX 79457-

Ship To: CITY OF LUBBOCK
208 MUNICIPAL DR
LUBBOCK, TX 79457-

Contact DOMINIC
Customer 0012068
Telephone 806-775-2376 **Fax** 806-775-3085

Terms	Expiry Date	Salesperson	Ship Via
NET 30 DAYS	01/29/22	RT	DELIVER

Qty	Part #	Description	Unit price	Ext. Price
		BUYBOARD CONTRACT #599-19 BUYBOARD ITEM #10: CURB MASTER SERIES, SLEC SERIES 27-YD: COMMERCIAL SIDE-LOADER, EJECT UNLOADING,ROUND TOP		
3.0	3531545	BODY ASSY SSL TALL BLADE SLEC RR	59,335.000	178,005.00
3.0	3530709	PAINT, MISC MATL PPG#FDGH SLC	2,945.000	8,835.00
18.0	1800306-18	PPG#FDGH 90604 NC, INT WHT	150.000	2,700.00
3.0	4530098	SNGL HOOK LOAD OPT SLEC	2,925.000	8,775.00
3.0	3531115	LIGHTS, 1YD TG LED T/B SLEC RR	1,250.000	3,750.00
3.0	4530093	STROBE WHEELEN M6A, 1YD TG SLE	295.000	885.00
3.0	4530092	BEACON WHEELEN L360, LWR 1Y TG	560.000	1,680.00
3.0	4530094	7" RND AMB ARROW LIGHTS SLEC	328.000	984.00
3.0	4530006	LIGHTS, SIDE WORK OPTION SLC	165.000	495.00
3.0	4530050	LOADING WORK LIGHTS, SLEC	97.000	291.00
3.0	4530091	CAMERA, (3) CONVOY 7" LCD 33'	2,150.000	6,450.00
3.0	4530102	REAR WORK LIGHTS, BTM LT BAR	85.000	255.00
3.0	4530107	OPTION, CMPCTR REV PRESS SWTCH	95.000	285.00
3.0	5530013	SLEC27YD SSL PTO/T PMP FRTLNR	31,253.000	93,759.00
3.0	5000192	SURCHARGE	10,238.000	30,714.00
3.0	FREIGHT		2,665.000	7,995.00

Kann Manufacturing Corporation
P.O. Box 400 - 210 Regent Street - Guttenberg, Iowa 52052
Phone: 563-252-2035 - Fax: 563-252-3069 - Email: sales@kannmfg.com

QUOTE

Sub Total:	345,858.00
Sales Tax:	0.00
Federal Excise Tax:	0.00
Freight:	0.00
Total:	345,858.00

-Customer is responsible for throttle advance programming if required.
- F.O.B. Kann Manufacturing Corporation. Freight charge is estimated based upon fuel cost at the time of quotation. The charge subject to change at the time of delivery.
- Modifications to customer supplied chassis will be at the customer's expense and will be added to the customer's invoice. Customers will be notified prior to any modifications.
- If Kann Manufacturing Corporation facilitates the customer purchase of a chassis, C.O.D. terms on both chassis and body will supercede all other specified terms found in this agreement.

*** Ordering Information:

Order date:_____ Number of Units Ordered:_____ Customer's P.O. #:_____

Customer Order Authorization Signature:_____

Kann Manager Authorization: _____

Kann Manufacturing Corporation
P.O. Box 400 - 210 Regent Street - Guttenberg, Iowa 52052
Phone: 563-252-2035 - Fax: 563-252-3069 - Email: sales@kannmfg.com

QUOTE

KANN MANUFACTURINGCORPORATION

OFFER OF SALE

1. **Definitions**. As used herein, the following terms have the meanings indicated.
Buyer: means any Customer receiving a Quote for Products.
Goods: means any tangible part, system or component to be supplied bySeller.
Products: means the Goods and/or Services described in the Quote.
Quote: means the offer or proposal made by Seller to Buyer for the supply of Products.
Seller: means Kann Manufacturing Corporation (Kann), including all divisions and businesses thereof.
Services: means any services to be provided by Seller.
Terms: means the terms and conditions of this Offer of Sale.

2. **Terms**. All sales of Products by Seller are expressly conditioned upon, and will be governed by the acceptance of, these Terms. These Terms are incorporated into any Quote provided by Seller to the Buyer. Buyer's order for any Products whether communicated to Seller verbally, in writing, by electronic data interface or other electronic commerce, shall exhacceptance of these Terms. Seller objects to any contrary or additional terms or conditions of Buyer. Reference in Seller's order acknowledgement to Buyer's purchase order or purchase order number shall in no way constitute an acceptance of any of Buyer's terms or conditions of purchase. No modification to these Terms will be binding on Seller unless agreed to in writing and signed by an authorized representative of Seller.

3. **Price; Payment**. The Products set forth in the Quote are offered for sale at the prices indicated in the Quote, unless otherwise specifically stated in the Quote. Prices are valid forthirty (30) days and do not include any sales, use, or other taxes or duties. Seller reserves the right to modify prices at any time to adjust for any raw material price fluctuations. Unless otherwise specified by Seller, all prices are Ex Works (EXW) Seller's facility (INCOTERMS 2020). All sales are contingent upon credit approval and full payment for all purchases is due thirty (30) days from the date of invoice (or such date as may be specified inthe Quote). Unpaid invoices beyond the specified payment date incur interest at the rate of 1.5% per month or the maximum allowable rate under applicable law.

4. **Shipment; Delivery; Title and Risk of Loss**. All delivery dates are approximate, and Seller is not responsible for damages resulting from any delay. Regardless of the manner of shipment, delivery occurs and title and risk of loss or damage pass to Buyer, upon placement of the Products with the carrier at Seller's facility. Unless otherwise agreed prior to shipment, the Buyer is responsible to select and arrange, at Buyer's sole expense, the carrier and means of delivery. If it is agreed that the Seller is to select and arrange the carrier and means of delivery, freight and insurance costs for the shipment to the designated delivery location will be prepaid by Seller and added as a separate line item to the invoice. Buyer shall be responsible for any additional shipping charges incurred by Seller due to Buyer's acts or omissions. Buyer shall not return or repackage any Products without the prior written authorization from Seller, and any return shall be at the sole cost and expense of Buyer.

5. **Warranty**. The warranty for the Products is specified in the Kann Warranty Policy; in summary, the Goods are warranted against defects in material or workmanship for a period of twelve (12) months unless otherwise specified and agreed upon, from the date of delivery.
EXEMPTION CLAUSE: DISCLAIMER OF WARRANTY, CONDITIONS, REPRESENTATIONS: THIS WARRANTY IS THE SOLE AND ENTIRE WARRANTY, CONDITION, AND REPRESENTATION PERTAINING TO PRODUCTS. SELLER DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, AND REPRESENTATIONS,WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE RELATING TO DESIGN, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

6. **Claims; Commencement of Actions**. Buyer shall promptly inspect all Products upon receipt. No claims for shortages will be allowed unless reported to the Seller within ten (10) days of delivery. Buyer shall notify Seller of any alleged breach of warranty within thirty (30)days after the date the non-conformance is or should have been discovered by Buyer. Any claim or action against Seller based upon breach of contract or any other theory, including tort, negligence, or otherwise must be commenced within twelve (12) months from the date of the alleged breach or other alleged event, without regard to the date of discovery.

7. **LIMITATION OF LIABILITY**. IN THE EVENT OF A BREACH OF WARRANTY, SELLER WILL, AT ITS OPTION, REPAIR OR REPLACE THE NON-CONFORMING PRODUCTWITHIN A REASONABLE PERIOD OF TIME. IN NO EVENT IS SELLER LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING ANY LOSS OF REVENUE OR PROFITS WHETHER BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY. IN NO EVENT SHALL SELLER'S LIABILITY UNDER ANY CLAIM MADE BY BUYER EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCTS.

8. **Security Interest**. To secure payment of all sums due from Buyer, Seller retains a security interest in all Products delivered to Buyer and, Buyer's acceptance of these Terms is deemed to be a Security Agreement under the Uniform Commercial Code. Buyer authorizes Seller as its attorney to execute and file on Buyer's behalf all documents Seller deems necessary to perfect Seller's security interest.

9. **User Responsibility**. Buyer, through its own analysis and testing, is solely responsible for making the final selection of the Products and assuring that all performance, endurance, maintenance, safety and warning requirements of the application of the Products are met. Buyermust analyze all aspects of the application and follow applicable industry standards, specifications, and any technical information provided with the Quote or the Products, such as Seller's instructions, guides and specifications. If Seller provides options of or for Products based upon data or specifications provided by Buyer, Buyer is responsible for determining that such data and specifications are suitable and sufficient for all applications and reasonably foreseeable uses of the Products. In the event Buyer is not the end-user of the Products, Buyer will ensure such end-user complies with this paragraph.

10. **Use of Products; Indemnity by Buyer**. Buyer shall comply with all instructions, guides and specifications provided by Seller with the Quote or the Products. **Unauthorized Uses**. If Buyer uses or resells the Products in any way prohibited by Seller's instructions, guides or specifications, or Buyer otherwise fails to comply with Seller's instructions, guides and specifications, Buyer acknowledges that any such use, resale, or non-compliance is at Buyer's sole risk. Further, Buyer shall indemnify, defend, and hold Seller harmless from any losses, claims, liabilities, damages, lawsuits, judgments and costs (including attorney fees and defense costs), whether for personal injury, property damage, intellectual property infringement or any other claim, arising out of or in connection with: (a) improper selection, design, specification, application, or any misuse of Products; (b) any act or omission, negligent or otherwise, of Buyer; (c) Seller's use of patterns, tools, equipment, plans, drawings, designs, specifications or other information or things furnished by Buyer; (d) damage to the Products from an external cause, repair or attempted repair by anyone other than Seller, failure to follow instructions, guides and specifications provided by Seller, use with goods not provided by Seller, or opening, modifying, deconstructing, tampering with or repackaging the Products; or (e) Buyer's failure to comply with these Terms. Seller shall not indemnify Buyer under any circumstance except as otherwise provided in these Terms.

11. **Cancellations and Changes**. Buyer may not cancel or modify, including but not limited to movement of delivery dates for the Products, o f any order for any reason except with the Seller's written consent, and upon terms that will indemnify, defend and hold Seller harmless against all direct, incidental and consequential loss or damage and any additional expense. Seller, at any time, may change features, specifications, designs and availability of Products. If the buyer requests a cancellation of Products for any reason, the request must be submitted in writing to the Seller, and the Seller has the right to refuse or accept the request. If the Seller accepts the cancellation request from the Buyer, the Buyer will be notified by the Seller in writing of the acceptance to cancel the Product(s) from the order, and the Buyer will agree to pay, as determined by, and by the sole discretion of the Seller, the higher of the two costs of, either (i) the total accumulative cost that the Seller has in the Product at time of cancellation, or (ii) a 25% restocking fee of the Quoted price for the cancellation of any or all Products as requested.

12. **Limitation on Assignment**. Buyer may not assign its rights or obligations without the prior written consent of Seller.

13. **Force Majeure**. Seller is not liable for delay or failure to perform any of its obligations by reason of events or circumstances beyond its reasonable control. Such circumstances include without limitation: accidents, labor disputes or stoppages, government acts or orders, acts of nature, pandemics, epidemics, other widespread illness, or public health emergency, delays or failures in delivery from carriers or suppliers, shortages of materials, war (whether declared or not) or the serious threat of same, riots, rebellions, acts of terrorism, fire or any reason whether similar to the foregoing or otherwise. Seller will resume performance as soon as practicableafter the event of force majeure has been removed. All delivery dates affected by force majeure shall be tolled for the duration of such force majeure and rescheduled for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist. Force majeure shall not include financial distress, insolvency, bankruptcy, or other similar conditions affecting one of the parties, affiliates and/or sub-contractors.

14. **Waiver and Severability**. Failure to enforce any provision of these Terms will not invalidate that provision; nor will any such failure prejudice either party's right to enforce that provision in the future. Invalidation of any provision of these Terms shall not invalidate any other provision herein and, the remaining provisions will remain in full force and effect.

15. **Termination**. Seller may terminate any agreement governed by or arising from these Terms for any reason and at any time by giving Buyer thirty (30) days prior written notice. Seller may immediately terminate, in writing, if Buyer: (a) breaches any provision of these Terms, (b) becomes or is deemed insolvent, (c) appoints or has appointed a trustee, receiver or custodian for all or any part of Buyer's property, (d) files a petition for relief in bankruptcy on its own behalf, or one is filed against Buyer by a third party, (e) makes an assignment for the benefit of creditors; or (f) dissolves its business or liquidates all or a majority of its assets.

16. **Indemnity for Infringement of Intellectual Property Rights**. Seller is not liable for infringement of any patents, trademarks, copyrights, trade dress, trade secrets or similar rights ("Intellectual Property Rights") except as provided in this Section. Seller will defend at its expense and will pay the cost of any settlement or damages awarded in an action brought against Buyer based on a third party claim that one or more of the Products sold hereunder infringes the Intellectual Property Rights of a third party in the country of delivery of the Products by Seller to Buyer. Seller's obligation to defend and indemnify Buyer is contingent on Buyer notifying Seller within ten (10) days after Buyer becomes aware of any such claim, and Seller having sole control over the defense of the claim including all negotiations for settlement or compromise. If one or more Products sold hereunder is subject to such a claim, Seller may, at its sole expense and option, procure for Buyer the right to continue using the Products, replace or modify the Products so as to render them non-infringing, or offer to accept return of the Products and refund the purchase price less a reasonable allowance for depreciation. Seller has no obligation or liability for any claim of infringement: (i) arising from information provided by Buyer; or (ii) directed to any Products provided hereunder for which the designs are specified in whole or part by Buyer; or (iii) resulting from the modification, combination or use in a system of any Products provided hereunder. The foregoing provisions of this Section constitute Seller's sole and exclusive liability and Buyer's sole and exclusive remedy for claims of infringement of Intellectual Property Rights.

17. **Governing Law**. These Terms and the sale and delivery of all Products are deemed to have taken place in, and shall be governed and construed in accordance with, the laws of the State of Iowa, as applicable to contracts executed and wholly performed therein and without regard to conflicts of laws principles. Buyer irrevocably agrees and consents to the exclusive jurisdiction and venue of the courts of Clayton County, Iowa with respect to anydispute, controversy or claim arising out of or relating to the sale and delivery of the Products.

18. **Entire Agreement**. These Terms, along with the terms set forth in the main body of any Quote, forms the entire agreement between the Buyer and Seller and constitutes the final, complete and exclusive expression of the terms of sale and purchase. In the event of a conflict between any term set forth in the main body of a Quote and these Terms, the terms set forth in the main body of the Quote shall prevail. All prior or contemporaneous written ororal agreements or negotiations with respect to the subject matter shall have no effect. These Terms may not be modified unless in writing and signed by an authorized representative of Seller.

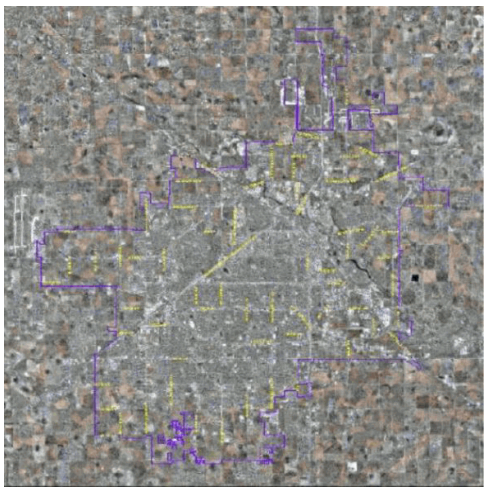
19. **Compliance with Laws**. Buyer agrees to comply with all applicable laws, regulations, and industry and professional standards, including those of the United States of America, and the country or countries in which Buyer may operate, including without limitation the U.S. Foreign Corrupt Practices Act ("FCPA"), the U.S. Anti-Kickback Act ("Anti-Kickback Act"), U.S. and E.U. export control and sanctions laws ("Export Laws"), the U.S. Food Drug and Cosmetic Act ("FDCA"), and the rules and regulations promulgated by the U.S. Food and Drug Administration ("FDA"), each as currently amended. Buyer agrees to indemnify, defend, and hold harmless Seller from the consequences of any violation of such laws, regulations and standards by Buyer, its employees or agents. Buyer acknowledges that it isfamiliar with all applicable provisions of the FCPA, the Anti-Kickback Act, Export Laws, the FDCA and the FDA and certifies that Buyer will adhere to the requirements thereof and not take any action that would make Seller violate such requirements. Buyer represents and agrees that Buyer will not make any payment or give anything of value, directly or indirectly,to any governmental official, foreign political party or official thereof, candidate for foreign political office, or commercial entity or person, for any improper purpose, including the purpose of influencing such person to purchase Products or otherwise benefit the business of Seller. Buyer further represents and agrees that it will not receive, use, service, transfer or ship any Products from Seller in a manner or for a purpose that violates Export Laws or would cause Seller to be in violation of Export Laws. Buyer agrees to promptly and reliably provide Seller all requested information or documents, including end-user statements and other written assurances, concerning Buyer's ongoing compliance with Export Laws.

City of Lubbock, TX
Capital Project
January 11, 2022

Capital Project Number:	92720
Capital Project Name:	General Fund Vehicle Replacement FY 21-22

	Budget
Encumbered/Expended	
(4) LP61 Gasoline Skid (5221)	$ 72,732
TerrainCut Rough Mower (5221)	73,404
2 Units Half Ton Pick Up (5615)	69,555
Dynapac double drum roller (4531)	64,187
50' Aerial Truck (5615)	189,416
Agenda Item January 11, 2022	
2 Units of Mack ASL (5815)	690,596
3 Units of KANN CSL (5815)	345,858
3 Units of Freightliner (5815)	312,961
Encumbered/Expended To Date	1,818,709
Estimated Costs for Remaining Appropriation	
Vehicles and Equipment	1,084,269
Remaining Appropriation	1,084,269
Total Appropriation	$ 2,902,978

Project Name **General Fund Vehicle Replacement FY 21-22** *Project Number* **92720**



Managing Department **Fleet Maintenance**

Project Manager **Billy Taylor**

Project Classification **Replacement Equipment/Fleet**

Project Status **Approved**

Project Scope
This project is for the annual vehicle replacement for the General Fund.

4211 - Codes Administration
(2) 1/2 ton, extended cab, 4x4 (replacing 12010030 and 12010038) - $56,000
(1) 3/4 ton, extended cab, 4x4 (replacing 22001050) - $32,000
(1) 1/2 ton pickup, toolbox, lightbar, radios (NEW) - $29,978

4311 - Building Safety
(1) 1/2 ton pick-up (replacing 12010055) - $25,000

4525 - Traffic Operations
(1) 48" digging depth trencher (replacing 92001015) - $55,000

4531 - Paved Streets
(1) Steel Drum Roller with 51"-55" width (replacing 92009162) - $65,000
(1) Towable roller with rear vibration and split front drum (replacing 92010063) - $75,000
(1) Walk behind roller (replacing N/A) - $8,000

5221 - Park Maintenance
(1) John Deere 9009A Terrain Cut Mower (replacing 02004001) - $85,000
(3) Litter Vacuum LP61-G (replacing N/A) - $75,000
(1) Tandem 10k Utility Trailer (replacing 02001116) - $6,000

5311 - Animal Services
(1) 3/4 ton, extended cab, 4x4 with animal transport body (replacing 22011119) - $52,000

5414 - Environmental Health
(1) Mid-size SUV (NEW) - $32,000

5419 - Vector Control
(2) 3/4 ton 4x4 with Flatbed (replacing 22003168 and 22004082) - $60,000

5615 - Lubbock Fire Rescue
(1) 50' Aerial (NEW) - $200,000
(2) 1/2 ton, crew cab, 4x4 pickup (replacing 12009169 and 12007135) - $64,000

5811 - Residential Collection
(1) Roll-Off (replacing 82010001) - $160,000
(1) 3/4 Ton, Crew Cab, 4x4 (replacing 12008154) - $33,000
(4) Automated Side Loader (replacing 82012019, 82014014, 82014032, and 82014029) - $1,280,000

5812 - Alley Maintenance
(1) 12 yard dump with salt spreader hookups (replacing 82008181) - $200,000
(1) CAT 120 Motor Grader (replacing 82008204) - $265,000

5815 - Solid Waste Disposal
(1) 3/4 Ton, Crew Cab, 4x4, service body, Air Compressor (replacing 32013016) - $45,000

Replacement of vehicles and equipment that are at the end of their useful life.

Project Justification

Project History
$2,902,978 was appropriated in the FY 2021-22 Budget, Ord. No. 2021-O0126, October 1, 2021.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Project Amount
Other Activities	0	2,902,978	0	0	0	0	0	2,902,978
Total Project Appropriation	0	2,902,978	0	0	0	0	0	2,902,978

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Funding
FY 2022 General Fund Cash	0	2,902,978	0	0	0	0	0	2,902,978
Total Funding Sources	0	2,902,978	0	0	0	0	0	2,902,978

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

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute Purchase Order 31063868, with Bruckner Truck Sales, for the purchase of two Automated Side Loader Solid Waste Collection Vehicles, for the Solid Waste Collection Department.

Item Summary

This Purchase Order Contract is for two 2023 Automated Side Loader solid waste collection vehicles for Solid Waste Ccollections, to replace two solid waste collection vehicles that have exceeded their useful lives. This purchase will continue the moderinization of the Solid Waste Collection Fleet. Each Automated Side Loader solid waste collection vehicle has a unit cost of $345,298, and the total cost for both units is $690,596.

This purchase is made through BuyBoard Contract 601-19. BuyBoard has a cooperative purchasing program that manages the solicitation requirements and offers an established network of awarded contracts that have been competitively bid. Cooperative purchasing authorized in Chapter 271 of the Local Government Code, allows a local government to participate in a cooperative purchasing program, and BuyBoard purchases conform to the requirements of Texas competitive bid statutes.

Fiscal Impact

This purchase of $690,596 is funded in Capital Improvement Project 92720, General Fund Vehicle Replacement FY 2021-22.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Dominic R. Esperat, Interim Director of Fleet Operations

Attachments

Resolution - PO 31063868, Bruckner Truck Sales
PO 31063868 - Bruckner Truck Sales
Budget Detail
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 31063868 in accordance with HGAC Contract HT06-20 for the purchase of two automated side loader trash trucks, by and between the City of Lubbock and Bruckner Truck Sales, Inc. of San Antonino, Texas and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____ FOR
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.PurchaseOrd 31063868 trash trucks HGAC HT06-20
1.5.22

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 1/5/2022
Order Number 31063868 000 OP
Branch/Plant 3526

TO: BRUCKNER TRUCK SALES INC
4562 IH 10 EAST
SAN ANTONIO TX 78129

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK TX 79404

INVOICE TO: **CITY OF LUBBOCK**
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 1/5/2022 Freight

Requested 1/26/2022 Taken By K MORGAN

Delivery PER N DODSON REQ 58291 HGAC HT06-20/PUR 16263

If you have any questions about this order, please contact Natalie Dodson at 806-775-2374 or via email at NDodson@mylubbock.us

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Mack LR613 Chassis W/ ASL Body	2.000	344,548.0000	EA	689,096.00	1/26/2022
H-GAC Fee	1.000	1,500.0000	EA	1,500.00	1/26/2022
				Total Order	
Terms NET 30				690,596.00	

This purchase order encumbers funds in the amount of $690,596.00 awarded to Bruckner Truck Sales, Inc. of San Antonio, TX, on _____, 2022. The following is incorporated into and made part of this purchase order by reference: Quote dated December 15, 2021, from Bruckner Truck Sales, Inc. of San Antonio, TX, and H-GAC Contract HT06-20

Resolution #_____

CITY OF LUBBOCK

_____
Daniel M. Pope, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Rev. 9/2021

Seller and Buyer agree as follows:

PURCHASE ORDER
TERMS AND CONDITIONS
IMPORTANT: READ CAREFULLY
STANDARD TERMS AND CONDITIONS
CITY OF LUBBOCK, TX

1. SELLER TO PACKAGE GOODS. Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods

3. TITLE AND RISK OF LOSS. The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. INVOICES & PAYMENTS. a. Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.

6. GRATUITIES. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

7. SPECIAL TOOLS & TEST EQUIPMENT. If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

8. WARRANTY-PRICE. a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY-PRODUCT. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. SAFETY WARRANTY. Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.

11. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS. As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.

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

13. RIGHT OF INSPECTION. Buyer shall have the right to inspect the goods at delivery before accepting them.

14. CANCELLATION. Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

15. TERMINATION. The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.

16. FORCE MAJEURE. Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

17. ASSIGNMENT-DELEGATION. No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.

18. WAIVER. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

19. INTERPRETATION-PAROLE EVIDENCE. This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

20. APPLICABLE LAW. This agreement shall be governed by the Uniform Commercial Code. Whereever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

21. RIGHT TO ASSURANCE. Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

22. INDEMNIFICATION. Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.

23. TIME. It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

24. MBE. The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.

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

26. RIGHT TO AUDIT. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

27. ASSIGNING OR SUBLETTING THE CONTRACT. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.

29. HOUSE BILL 1295 DISCLOSURE OF INTERESTED PARTIES. House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at http://www.ci.lubbock.tx.us/departmental-websites/departments/purchasing/vendor-information

30. CONTRACTOR ACKNOWLEDGES, by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

31. TEXAS GOVERNMENT CODE, CHAPTER 2252. The undersigned representative of the undersigned company or business, being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas, which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Lubbock Purchasing and Contract Department.

32. TEXAS GOVERNMENT CODE, CHAPTER 2270. This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

33. TEXAS PUBLIC INFORMATION ACT. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Pursuant to Section 552.301(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request. Please send this request to this email address for it to be processed: orr@mylubbock.us.

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	HT06-20	Date Prepared:	12/15/2021

This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

Buying Agency:	City of Lubbock	Contractor:	Bruckner Truck Sales
Contact Person:		Prepared By:	Bob Davie
Phone:		Phone:	512-632-6622
Fax:		Fax:	210-666-7216
Email:		Email:	bdavie@grandetruck.com

Product Code:	I17	Description:	Mack LR613

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 49900

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Transmission Cooler	3200	Frame liner	3200
Allison Vocational package	3550	20K Front Axle	9800
Power divider Lockout	4550	LH & RH front hinged doors	4660
MP7 355 HP	8200	315/80R22.5 Front Tires	2250
Diffuser	3250	Skid Plate	2750
Dual Drive	9800	Antisway Springs	1950
Allison Neutral Control	4200	315/80R22.5 Rear Tires	4250
Flaming River Disconnect	3150	Air Assist Cab Lift	2950
20K Taperleaf Springs	7200	Maintenance Moniter	2745
Synthetic Lube Allison Transmission	2450	22.5/9.00 Alum Front Wheels	2150
210 Wheelbase	4750	**Subtotal From Additional Sheet(s):**	
TA Difflock	4200		**Subtotal B:** 95205

HGAC Buy
THE SMART PURCHASING SOLUTION

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Skid Plate under Bumper	2764	Refuse Vocation package	4200
22.5x9rear wheels	3650		
Cab Corner Protection	3154		**Subtotal C:** 13768

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 9%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
Surcharge	1000	Model 22A to 23 escalator	3400
Heil ASL Python	181275		**Subtotal D:** 185675

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 344548

Quantity Ordered:	2	X Subtotal of A + B + C + D:	344548	=	Subtotal E:	689096
HGAC					**Subtotal F:**	1500

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost	
				Subtotal G: 0

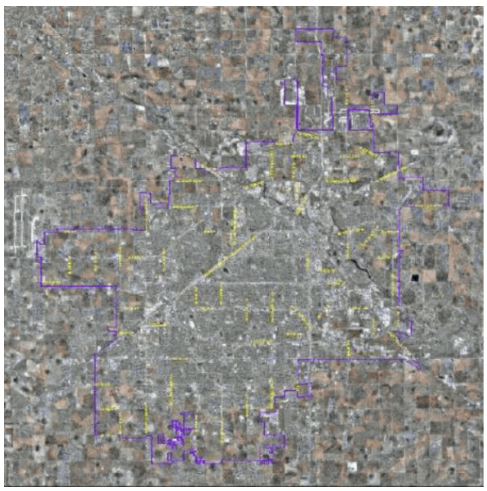
Delivery Date:		**H. Total Purchase Price (E+F+G):**	690596

City of Lubbock, TX
Capital Project
January 11, 2022

Capital Project Number:	92720
Capital Project Name:	General Fund Vehicle Replacement FY 21-22

	Budget
Encumbered/Expended	
(4) LP61 Gasoline Skid (5221)	$ 72,732
TerrainCut Rough Mower (5221)	73,404
2 Units Half Ton Pick Up (5615)	69,555
Dynapac double drum roller (4531)	64,187
50' Aerial Truck (5615)	189,416
Agenda Item January 11, 2022	
2 Units of Mack ASL (5815)	690,596
3 Units of KANN CSL (5815)	345,858
3 Units of Freightliner (5815)	312,961
Encumbered/Expended To Date	1,818,709
Estimated Costs for Remaining Appropriation	
Vehicles and Equipment	1,084,269
Remaining Appropriation	1,084,269
Total Appropriation	$ 2,902,978

Project Name **General Fund Vehicle Replacement FY 21-22** *Project Number* **92720**



Managing Department **Fleet Maintenance**

Project Manager **Billy Taylor**

Project Classification **Replacement Equipment/Fleet**

Project Status **Approved**

Project Scope
This project is for the annual vehicle replacement for the General Fund.

4211 - Codes Administration
(2) 1/2 ton, extended cab, 4x4 (replacing 12010030 and 12010038) - $56,000
(1) 3/4 ton, extended cab, 4x4 (replacing 22001050) - $32,000
(1) 1/2 ton pickup, toolbox, lightbar, radios (NEW) - $29,978

4311 - Building Safety
(1) 1/2 ton pick-up (replacing 12010055) - $25,000

4525 - Traffic Operations
(1) 48" digging depth trencher (replacing 92001015) - $55,000

4531 - Paved Streets
(1) Steel Drum Roller with 51"-55" width (replacing 92009162) - $65,000
(1) Towable roller with rear vibration and split front drum (replacing 92010063) - $75,000
(1) Walk behind roller (replacing N/A) - $8,000

5221 - Park Maintenance
(1) John Deere 9009A Terrain Cut Mower (replacing 02004001) - $85,000
(3) Litter Vacuum LP61-G (replacing N/A) - $75,000
(1) Tandem 10k Utility Trailer (replacing 02001116) - $6,000

5311 - Animal Services
(1) 3/4 ton, extended cab, 4x4 with animal transport body (replacing 22011119) - $52,000

5414 - Environmental Health
(1) Mid-size SUV (NEW) - $32,000

5419 - Vector Control
(2) 3/4 ton 4x4 with Flatbed (replacing 22003168 and 22004082) - $60,000

5615 - Lubbock Fire Rescue
(1) 50' Aerial (NEW) - $200,000
(2) 1/2 ton, crew cab, 4x4 pickup (replacing 12009169 and 12007135) - $64,000

5811 - Residential Collection
(1) Roll-Off (replacing 82010001) - $160,000
(1) 3/4 Ton, Crew Cab, 4x4 (replacing 12008154) - $33,000
(4) Automated Side Loader (replacing 82012019, 82014014, 82014032, and 82014029) - $1,280,000

5812 - Alley Maintenance
(1) 12 yard dump with salt spreader hookups (replacing 82008181) - $200,000
(1) CAT 120 Motor Grader (replacing 82008204) - $265,000

5815 - Solid Waste Disposal
(1) 3/4 Ton, Crew Cab, 4x4, service body, Air Compressor (replacing 32013016) - $45,000

Replacement of vehicles and equipment that are at the end of their useful life.

Project Justification

Project History
$2,902,978 was appropriated in the FY 2021-22 Budget, Ord. No. 2021-O0126, October 1, 2021.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Project Amount
Other Activities	0	2,902,978	0	0	0	0	0	2,902,978
Total Project Appropriation	0	2,902,978	0	0	0	0	0	2,902,978

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Funding
FY 2022 General Fund Cash	0	2,902,978	0	0	0	0	0	2,902,978
Total Funding Sources	0	2,902,978	0	0	0	0	0	2,902,978

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

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute Purchase Order 31063554, with Altec Industries, Inc., for the purchase of one 50-foot Aerial Bucket Truck for Lubbock Fire Rescue.

Item Summary

Purchase Order 311063554 with Altec Industries, Inc. of Odessa, Texas, is for one 50-foot Aerial Bucket Truck which will be an increase to the fleet for Lubbock Fire Rescue. The Aerial Bucket Truck will be used for rescues and protecting elevated structures.

This purchase is made in accordance with Sourcewell Contract 052417, and will be used in Lubbock Fire Rescue. Sourcewell has a cooperative purchasing program that manages the solicitation requirements and offers an established network of awarded contracts that have been competitively bid. Cooperative purchasing authorized in Chapter 271 of the Local Government Code, allows a local government to participate in a cooperative purchasing program, and Sourcewell purchases conform to the requirements of Texas competitive bid statutes.

Fiscal Impact

Purchase Order 31063554 for $189,416, is funded in Capital Improvement Project 92720, General Fund Vehicle Replacement FY 2021-22.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Dominic Esperat, Interim Director of Fleet Operations

Attachments

Resolution
Purchase Order
Budget Detail
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order 31063554, as per Sourcewell Contract #012418-ALT, for a 50' Aerial Bucket Truck for Lubbock Fire and Rescue, by and between the City of Lubbock and Altec Industries, Inc. of Odessa, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

RES.PO 31063554 Altec Industries, Inc.
12.23.21

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 12/14/2021
Order Number 31063554 000 OP
Branch/Plant 3526

TO: ALTEC INDUSTRIES INC
13107 W I-20 E
ODESSA TX 79766

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK TX 79404

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 12/14/2021 Freight .
Requested 4/10/2024 Taken By K MORGAN
Delivery PER N DODSON REQ 58206 SOURCEWELL CONTRCT 012418-ALT /PUR 16331

If you have any questions about this order, please contact Natalie Dodson at 806-775-2374 or via email at NDodson@mylubbock.us

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Articulating Telescopic Aerial Device	1.000	189,416.0000	EA	189,416.00	4/10/2024
Insulated w/ Options					
				Total Order	
Terms NET DUE ON RECEIPT				189,416.00	

INSURANCE REQUIRED:

Commercial General Liability, per occurrence- $1,000,000 General Aggregate. Products-Comp/Op AGG Personal & Adv. Injury Contractual Liability Med Exp (Any one Person)	Automotive Liability- Combined Single limit for Any Auto - $1,000,000 Cargo - 1,000,000 Worker's Compensation Amounts- $500,000 or Employer's Liability. Copies of endorsements are required.
City of Lubbock is named as an additional insured on a primary and non-contributory basis with a waiver of subrogation in favor of the City of Lubbock on liability coverages. To include products of completed operations endorsements. Waiver of subrogation provided on the workers' compensation.	

This purchase order encumbers funds in the amount of $189,416.00 awarded to Altec Industries, Inc. of Odessa, TX, on _____, 2022. The following is incorporated into and made part of this purchase order by reference: Quote dated December 5, 2021, from Altec Industries, Inc. of Odessa, TX, and Sourcewell Contract 012418-ALT.

Resolution #_____

CITY OF LUBBOCK

_____
Daniel M. Pope, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Rev. 9/2021

PURCHASE ORDER TERMS AND CONDITIONS IMPORTANT: READ CAREFULLY STANDARD TERMS AND CONDITIONS CITY OF LUBBOCK, TX

Seller and Buyer agree as follows:

1. **SELLER** TO PACKAGE GOODS. Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE AND RISK OF LOSS. The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. INVOICES & PAYMENTS. a. Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.

6. GRATUITIES. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

7. SPECIAL TOOLS & TEST EQUIPMENT. If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

8. WARRANTY-PRICE. a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of viciation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY-PRODUCT. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. SAFETY WARRANTY. Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.

11. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS. As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.

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

13. RIGHT OF INSPECTION. Buyer shall have the right to inspect the goods at delivery before accepting them.

14. CANCELLATION. Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

15. TERMINATION. The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.

16. FORCE MAJEURE. Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

17. ASSIGNMENT-DELEGATION. No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.

18. WAIVER. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

19. INTERPRETATION-PAROLE EVIDENCE. This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

20. APPLICABLE LAW. This agreement shall be governed by the Uniform Commercial Code. Whereever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

21. RIGHT TO ASSURANCE. Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

22. INDEMNIFICATION. Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.

23. TIME. It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

24. MBE. The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.

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

26. RIGHT TO AUDIT. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

27. ASSIGNING OR SUBLETTING THE CONTRACT. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.

29. HOUSE BILL 1295 DISCLOSURE OF INTERESTED PARTIES. House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: http://www.ci.lubbock.tx.us/departmental-websites/departments/purchasing/vendor-information

30. CONTRACTOR ACKNOWLEDGES, by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

31. TEXAS GOVERNMENT CODE, CHAPTER 2252. The undersigned representative of the undersigned company or business, being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas, which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Lubbock Purchasing and Contract Department.

32. TEXAS GOVERNMENT CODE, CHAPTER 2270 This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

33. TEXAS PUBLIC INFORMATION ACT. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Pursuant to Section 552.301(c) of the Texas Government Code; the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request. Please send this request to this email address for it to be processed: orr@mylubbock.us.

Altec Industries, Inc.

Quote Number:
Opportunity Number:
Sourcewell Contract #: 012418-ALT
Date:

Quoted for: City of Lubbock
Customer Contact:
Phone: / **Email:**

Quoted by: Lori Woods
Phone: / **Email:** 919-880-1437 / lori.woods@altec.com
Altec Account Manager: Chad Sprague 505-301-1421 chad.sprague@altec.com

REFERENCE ALTEC MODEL		Sourcewell Price
AT41M	**Articulating Telescopic Aerial Device with Material Handling Insulated, 41'**	**$163,854**

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	AT41M-US48M	Articulating telescopic Aerial Device with Material Handling (insulating lower arm) with 48' boom boom height (AT48M)	$6,343
2	AT41M-AWD	All Wheel Drive	$5,606
3			
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	PSWI2	PURE SINE WAVE INVERTER.2400 Watts Continuous. GFCI Outlet at Rear.	$3,610
2	RL	COMPARTMENT LIGHTS in Body Compartments - Rope LED (184/Compartment)	$1,288
3	SPOT3	FOUR (4) POINT STROBE SYSTEM (LED)	$701
4	SPOT6	Remote Spot Light, LED, Permanent Mount, With Wireless Dash Mounted Controls	$887
5	VRC	12 Volt Receptacle (Cigarette Lighter Style), Weatherproof	$348
6	VCAM	Backup Camera System	$1,092
7	TBE	ELECTRIC TRAILER BRAKE CONTROLLER. Controls Trailers with Electric Brakes, Wired to 7-Way Plug Next to Pintle Hook	$275
8	FSC	Light Duty SUPER CAB	$2,461
		SOURCEWELL OPTIONS TOTAL:	$186,465

(B.) **OPEN MARKET ITEMS** *(Customer Requested)*

1	UNIT	Platform Elevator 24" N/C Preferred Customer Discount	-$249
2	UNIT & HYDRAULIC ACC		$0
3	BODY		$0
4	BODY & CHASSIS ACC		$0
5	ELECTRICAL		$0
6	FINISHING		$0
7	CHASSIS		$0
8	OTHER		$0
		OPEN MARKET OPTIONS TOTAL:	-$249

SUB-TOTAL FOR UNIT/BODY/CHASSIS: **$186,216**
Delivery to Customer : **$3,200**

TOTAL FOR UNIT/BODY/CHASSIS: **$189,416**

(C.) **ADDITIONAL ITEMS** (items are not included in total above)

1			
2			
3			
4			

Pricing valid for 45 days

NOTES

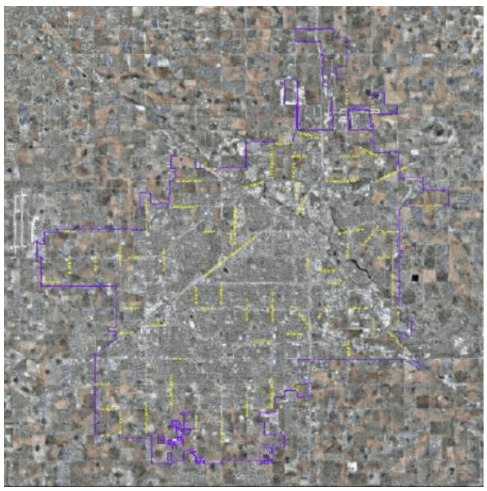
PAINT COLOR: White to match chassis, unless otherwise specified
WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer.
TO ORDER: To order, please contact the Altec Account Manager listed above.
CHASSIS: Per Altec Commercial Standard
DELIVERY: No later than **790-820**_____ days ARO, FOB Customer Location
TERMS: Net 30 days
BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.
TRADE-IN: Please ask your Altec Account Manager for more information
BUILD LOCATION: Creedmoor, NC

City of Lubbock, TX
Capital Project
January 11, 2022

Capital Project Number:	92720
Capital Project Name:	General Fund Vehicle Replacement FY 21-22

		Budget
Encumbered/Expended		
(4) LP61 Gasoline Skid (5221)	$	72,732
TerrainCut Rough Mower (5221)		73,404
2 Units Half Ton Pick Up (5615)		69,555
Dynapac double drum roller (4531)		64,187
2 Units of Mack ASL (5815)		690,596
3 Units of KANN CSL (5815)		345,858
3 Units of Freightliner (5815)		312,961
Agenda Item January 11, 2022		
50' Aerial Truck (5615)		189,416
Encumbered/Expended To Date		1,818,709
Estimated Costs for Remaining Appropriation		
Vehicles and Equipment		1,084,269
Remaining Appropriation		1,084,269
Total Appropriation	$	2,902,978

Project Name **General Fund Vehicle Replacement FY 21-22** *Project Number* **92720**



Managing Department **Fleet Maintenance**

Project Manager **Billy Taylor**

Project Classification **Replacement Equipment/Fleet**

Project Status **Approved**

Project Scope
This project is for the annual vehicle replacement for the General Fund.

4211 - Codes Administration
(2) 1/2 ton, extended cab, 4x4 (replacing 12010030 and 12010038) - $56,000
(1) 3/4 ton, extended cab, 4x4 (replacing 22001050) - $32,000
(1) 1/2 ton pickup, toolbox, lightbar, radios (NEW) - $29,978

4311 - Building Safety
(1) 1/2 ton pick-up (replacing 12010055) - $25,000

4525 - Traffic Operations
(1) 48" digging depth trencher (replacing 92001015) - $55,000

4531 - Paved Streets
(1) Steel Drum Roller with 51"-55" width (replacing 92009162) - $65,000
(1) Towable roller with rear vibration and split front drum (replacing 92010063) - $75,000
(1) Walk behind roller (replacing N/A) - $8,000

5221 - Park Maintenance
(1) John Deere 9009A Terrain Cut Mower (replacing 02004001) - $85,000
(3) Litter Vacuum LP61-G (replacing N/A) - $75,000
(1) Tandem 10k Utility Trailer (replacing 02001116) - $6,000

5311 - Animal Services
(1) 3/4 ton, extended cab, 4x4 with animal transport body (replacing 22011119) - $52,000

5414 - Environmental Health
(1) Mid-size SUV (NEW) - $32,000

5419 - Vector Control
(2) 3/4 ton 4x4 with Flatbed (replacing 22003168 and 22004082) - $60,000

5615 - Lubbock Fire Rescue
(1) 50' Aerial (NEW) - $200,000
(2) 1/2 ton, crew cab, 4x4 pickup (replacing 12009169 and 12007135) - $64,000

5811 - Residential Collection
(1) Roll-Off (replacing 82010001) - $160,000
(1) 3/4 Ton, Crew Cab, 4x4 (replacing 12008154) - $33,000
(4) Automated Side Loader (replacing 82012019, 82014014, 82014032, and 82014029) - $1,280,000

5812 - Alley Maintenance
(1) 12 yard dump with salt spreader hookups (replacing 82008181) - $200,000
(1) CAT 120 Motor Grader (replacing 82008204) - $265,000

5815 - Solid Waste Disposal
(1) 3/4 Ton, Crew Cab, 4x4, service body, Air Compressor (replacing 32013016) - $45,000

Replacement of vehicles and equipment that are at the end of their useful life.

Project Justification

Project History
$2,902,978 was appropriated in the FY 2021-22 Budget, Ord. No. 2021-O0126, October 1, 2021.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Project Amount
Other Activities	0	2,902,978	0	0	0	0	0	2,902,978
Total Project Appropriation	0	2,902,978	0	0	0	0	0	2,902,978

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Funding
FY 2022 General Fund Cash	0	2,902,978	0	0	0	0	0	2,902,978
Total Funding Sources	0	2,902,978	0	0	0	0	0	2,902,978

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

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute Purchase Order 364447, with Bee Equipment Sales, LTD, for the purchase of one 2022 Dynapac Double Drum Vibratory Roller for the Streets Department.

Item Summary

Purchase Order 364447, with Bee Equipment Sales, LTD, is for one 2022 Dynapac Double Drum Vibratory Roller, which will replace a 2009 Dynapac CC142 Steel Drum Roller. The Steel Drum Roller will be used in the Streets Department for road repair.

This $64,187 purchase from Bee Equipment Sales, LTD of Lubbock, Texas, is made through the Texas Association of School Boards Local Government Purchasing Cooperative, Contract 597-19, using BuyBoard, an electronic purchasing system. The purchasing cooperative is an administrative agency created in accordance with Section 791.001 of the Texas Government Code and used to obtain the benefits and efficiencies that can accrue to members of a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods, and services.

Fiscal Impact

Purchase Order 364447 for $64,187, is funded in Capital Improvement Project 92720, General Fund Vehicle Replacement FY 2021-22.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Dominic Esperat, Interim Director of Fleet Operations

Attachments

Resolution
Purchase Order
Budget Detail
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order 364447, as per Buy Board 597-19, for a 2022 Dynapac CC1400 T4F Double Drum Vibratory Roller, by and between the City of Lubbock and Bee Equipment Sales of Lubbock, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

RES.PO 364447 Bee Equipment Sales
12.23.21

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 12/23/2021
Order Number 364447 000 OP
Branch/Plant 352

TO: BEE EQUIPMENT SALES LTD
2506 SLATON HWY
LUBBOCK TX 79404

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK TX 79404

INVOICE TO: **CITY OF LUBBOCK**
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 12/23/2021 Freight .
Requested 2/23/2022 Taken By S BALLANCE
Delivery PER N DODSON, REQ 58255 BUY BOARD 597-19

If you have any questions, please contact Natalie Dodson: NDodson@mylubbock.us or 806-775-2374

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
2022 Dynapac CC140T4F Double D	1.000	81,900.0000	EA	81,900.00	2/23/2022
Buy Board Discount 27%	1.000	(22,113.0000)	EA	(22,113.00)	2/23/2022
Freight	1.000	3,000.0000	EA	3,000.00	2/23/2022
PDI	1.000	600.0000	EA	600.00	2/23/2022
HRT	1.000	800.0000	EA	800.00	2/23/2022

Total Order

Terms NET 30 64,187.00

This purchase order encumbers funds in the amount of $64,187.00 awarded to Bee Equipment Sales of Lubbock, TX, on _____, 2022. The following is incorporated into and made part of this purchase order by reference: Quote dated December 22, 2021, from Bee Equipment Sales of Lubbock, TX,, and BuyBoard Contract 597-19.

Resolution #_____

CITY OF LUBBOCK

_____
Daniel M. Pope, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Rev. 9/2021

PURCHASE ORDER
TERMS AND CONDITIONS
IMPORTANT: READ CAREFULLY
STANDARD TERMS AND CONDITIONS
CITY OF LUBBOCK, TX

Seller and Buyer agree as follows:

1. **SELLER** TO PACKAGE GOODS. Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE AND RISK OF LOSS. The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. INVOICES & PAYMENTS. a. Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.

6. GRATUITIES. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

7. SPECIAL TOOLS & TEST EQUIPMENT. If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

8. WARRANTY-PRICE. a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of viciation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY-PRODUCT. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. SAFETY WARRANTY. Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.

11. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS. As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.

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

13. RIGHT OF INSPECTION. Buyer shall have the right to inspect the goods at delivery before accepting them.

14. CANCELLATION. Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

15. TERMINATION. The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.

16. FORCE MAJEURE. Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

17. ASSIGNMENT-DELEGATION. No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.

18. WAIVER. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

19. INTERPRETATION-PAROLE EVIDENCE. This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

20. APPLICABLE LAW. This agreement shall be governed by the Uniform Commercial Code. Whereever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

21. RIGHT TO ASSURANCE. Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

22. INDEMNIFICATION. Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.

23. TIME. It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

24. MBE. The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.

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

26. RIGHT TO AUDIT. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

27. ASSIGNING OR SUBLETTING THE CONTRACT. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.

29. HOUSE BILL 1295 DISCLOSURE OF INTERESTED PARTIES. House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: http://www.ci.lubbock.tx.us/departmental-websites/departments/purchasing/vendor-information

30. CONTRACTOR ACKNOWLEDGES, by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

31. TEXAS GOVERNMENT CODE, CHAPTER 2252. The undersigned representative of the undersigned company or business, being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas, which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Lubbock Purchasing and Contract Department.

32. TEXAS GOVERNMENT CODE, CHAPTER 2270 This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

33. TEXAS PUBLIC INFORMATION ACT. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Pursuant to Section 552.301(c) of the Texas Government Code; the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request. Please send this request to this email address for it to be processed: orr@mylubbock.us.

BEE EQUIPMENT SALES LTD
Lubbock, Texas
806-745-1511

To: City of Lubbock, Tx
From: Bee Equipment Sales, ltd

THIS IS A QUOTE FOR A NEW 2022 DYNAPAC CC1400 T4f DOUBLE DRUM VIBRATORY ROLLER
THIS MACHINE WILL COME WITH ALL THE STANDARD FEATURES:
59" DRUM WIDTH, 9,500LBS, 4600/4900 FRONT/REAR MODULE MASS, STATIC LOAD
85/90 lb per linear inch 3240/2940 HI/LO AMPLITUDE CENTRIFUGAL FORCE, .02/.008 AMPLITUDE,
3240/3660 VPM, Kubota V2403-CR E4B(T4) , 50HP@2700RPM, 112" HGHT, 59" WIDE, 112" LNGTH
DYNALINK INCLUDED

lead time	description		Sale price
6 week	CC 1400 T4f		$81,900.00
Purchased through BuyBoard contract #597-19			
	Buy Board discount	27%	-$22,113.00
	machine price before freight and taxes		**$59,787.00**
	Freight		$3,000.00
	PDI		$600.00
	HRT		$800.00

Total Purchase Price through BuyBoard contract #597-19 $64,187.00

February Delivery
FOB Lubbock, Tx

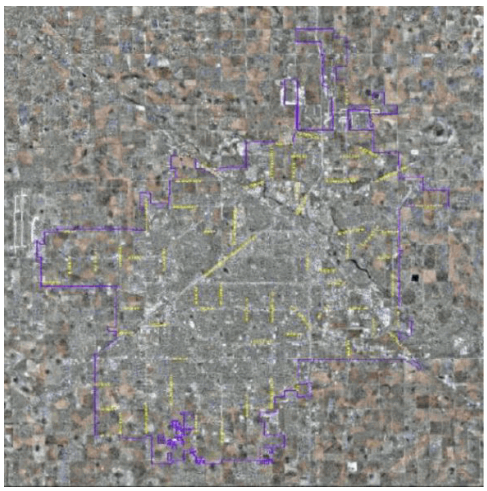
Thank you for this opportunity,
Mike Kuehn
Bee Equipment Sales, Ltd
806-790-5144
806-745-1511
806-454-4532

City of Lubbock, TX
Capital Project
January 11, 2022

Capital Project Number:	92720
Capital Project Name:	General Fund Vehicle Replacement FY 21-22

	Budget
Encumbered/Expended	
(4) LP61 Gasoline Skid (5221)	$ 72,732
TerrainCut Rough Mower (5221)	73,404
2 Units Half Ton Pick Up (5615)	69,555
2 Units of Mack ASL (5815)	690,596
3 Units of KANN CSL (5815)	345,858
3 Units of Freightliner (5815)	312,961
50' Aerial Truck (5615)	189,416
Agenda Item January 11, 2022	
Dynapac double drum roller (4531)	64,187
Encumbered/Expended To Date	1,818,709
Estimated Costs for Remaining Appropriation	
Vehicles and Equipment	1,084,269
Remaining Appropriation	1,084,269
Total Appropriation	$ 2,902,978

Project Name **General Fund Vehicle Replacement FY 21-22** *Project Number* **92720**



Managing Department **Fleet Maintenance**

Project Manager **Billy Taylor**

Project Classification **Replacement Equipment/Fleet**

Project Status **Approved**

Project Scope
This project is for the annual vehicle replacement for the General Fund.

4211 - Codes Administration
(2) 1/2 ton, extended cab, 4x4 (replacing 12010030 and 12010038) - $56,000
(1) 3/4 ton, extended cab, 4x4 (replacing 22001050) - $32,000
(1) 1/2 ton pickup, toolbox, lightbar, radios (NEW) - $29,978

4311 - Building Safety
(1) 1/2 ton pick-up (replacing 12010055) - $25,000

4525 - Traffic Operations
(1) 48" digging depth trencher (replacing 92001015) - $55,000

4531 - Paved Streets
(1) Steel Drum Roller with 51"-55" width (replacing 92009162) - $65,000
(1) Towable roller with rear vibration and split front drum (replacing 92010063) - $75,000
(1) Walk behind roller (replacing N/A) - $8,000

5221 - Park Maintenance
(1) John Deere 9009A Terrain Cut Mower (replacing 02004001) - $85,000
(3) Litter Vacuum LP61-G (replacing N/A) - $75,000
(1) Tandem 10k Utility Trailer (replacing 02001116) - $6,000

5311 - Animal Services
(1) 3/4 ton, extended cab, 4x4 with animal transport body (replacing 22011119) - $52,000

5414 - Environmental Health
(1) Mid-size SUV (NEW) - $32,000

5419 - Vector Control
(2) 3/4 ton 4x4 with Flatbed (replacing 22003168 and 22004082) - $60,000

5615 - Lubbock Fire Rescue
(1) 50' Aerial (NEW) - $200,000
(2) 1/2 ton, crew cab, 4x4 pickup (replacing 12009169 and 12007135) - $64,000

5811 - Residential Collection
(1) Roll-Off (replacing 82010001) - $160,000
(1) 3/4 Ton, Crew Cab, 4x4 (replacing 12008154) - $33,000
(4) Automated Side Loader (replacing 82012019, 82014014, 82014032, and 82014029) - $1,280,000

5812 - Alley Maintenance
(1) 12 yard dump with salt spreader hookups (replacing 82008181) - $200,000
(1) CAT 120 Motor Grader (replacing 82008204) - $265,000

5815 - Solid Waste Disposal
(1) 3/4 Ton, Crew Cab, 4x4, service body, Air Compressor (replacing 32013016) - $45,000

Replacement of vehicles and equipment that are at the end of their useful life.

Project Justification

Project History
$2,902,978 was appropriated in the FY 2021-22 Budget, Ord. No. 2021-O0126, October 1, 2021.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Project Amount
Other Activities	0	2,902,978	0	0	0	0	0	2,902,978
Total Project Appropriation	0	2,902,978	0	0	0	0	0	2,902,978

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Funding
FY 2022 General Fund Cash	0	2,902,978	0	0	0	0	0	2,902,978
Total Funding Sources	0	2,902,978	0	0	0	0	0	2,902,978

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

Information

Agenda Item

Resolution - Lubbock Fire Rescue: Consider a resolution to extend Fire Fighter Matthew Dawson's leave with full pay, for an additional ninety days, pursuant to Texas Local Government Code, Section 143.073(b).

Item Summary

Fire Fighter Matthew Dawson ("Dawson") of the Lubbock Fire and Rescue force was critically injured while working on duty at a traffic accident on January 11, 2020. The Texas Civil Service Act provides leave with full pay for Civil Service employees who are injured in the line of duty if they are unable to return to work due to the illness or injury, and further to extend that leave with full or reduced pay as necessary beyond the initial one-year period by act of the municipality's governing body.

Dawson's leave with full pay was granted by the City of Lubbock, by supplementing at thirty percent (30%) the benefit received by Dawson from Worker's Compensation, and then extended by an additional year, until January 11, 2022, as Dawson was unable to return to work for that time. The City Council of the City of Lubbock desires to extend Dawson's leave for a period of time with full pay, pursuant to Texas Local Government Code, Section 143.073(b), for a time period ending April 11, 2022, or until such time that Dawson shall elect and receive benefits through a disability retirement, whichever occurs first.

Fiscal Impact

Funds in the amount of $6,737 to secure this measure are budgeted in the 2021-22 Lubbock Fire Rescue Budget.

Staff/Board Recommending

Attachments

Resolution - Extension of Time, Matt Dawson

RESOLUTION

WHEREAS, Fire Fighter Matthew Dawson ("Dawson") of the Lubbock Fire and Rescue force was critically injured while working on duty at a traffic accident on January 11, 2020; and

WHEREAS, the Texas Civil Service Act provides leave with full pay for Civil Service employees who are injured in the line of duty if they are unable to return to work due to the illness or injury, and further to extend that leave with full or reduced pay as necessary beyond the initial one year period by act of the municipality's governing body; and

WHEREAS, Dawson's leave with full pay was granted by the City of Lubbock, by supplementing at thirty percent (30%) the benefit received by Dawson from Worker's Compensation, and then extended by an additional year, until January 11, 2022, as Dawson was unable to return to work for that time; and

WHEREAS, the City Council of the City of Lubbock desires to extend Dawson's leave for a period of time with full pay, pursuant to Texas Local Government Code, Section 143.073(b), until such time that Dawson shall elect and receive benefits through a disability retirement.

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

THAT, in recognition of Fire Fighter Matthew Dawson's valuable service to the City of Lubbock, and the severe and continuing nature of the injury he suffered in the line of duty on January 11, 2020, the City Council of the City of Lubbock does hereby extend, pursuant to Texas Local Government Code, Section 143, leave at full pay to Dawson by supplementing Dawson's Worker's Compensation benefit in an amount required to yield full pay for Dawson, for a time period ending April 11, 2022, or until such time Dawson may elect and receive benefits through a disability retirement, whichever shall first occur; and

THAT, the City Manager is authorized to take all necessary actions consistent with this resolution, to effectuate its purpose.

Passed by the City Council of the City of Lubbock on this, the _____ day of January, 2022.

_____

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Shaun Fogerson, Chief
Lubbock Fire and Rescue

APPROVED AS TO FORM:

Mitchell Satterwhite, First Assistant City Attorney

ccdocs/Second Paid Leave Extension (Dawson)
December 17, 2021

Information

Agenda Item

Resolution - Lubbock Power & Light: Consider a resolution ratifying the Director of Electric Utilities' termination of that certain Gas Purchase Contract, as extended in that Extension of Gas Purchase Contract dated June 26, 2001, between City of Lubbock, Texas (the "City"), City of La Grange, Texas, and Texas Municipal Gas Corporation ("TMGC") (the "Agreement").

Item Summary

The Purchase Contract was executed on April 9, 1998, and was subsequently amended to extend the contract and to waive certain requirements under the Purchase Contract. Lubbock Power & Light (LP&L) no longer has a business relationship with TMGC for the purchase of gas, and has terminated the Purchase Contract, according to its terms upon the expiration of the initial term and before any automatic yearly renewals could take effect after December 31, 2021.

Fiscal Impact

There is no fiscal impact associated with the termination of the contract.

Staff/Board Recommending

David McCalla, Director of Electric Utilities
Electric Utility Board

Attachments

Resolution - LPandL with TMGC
Letter - TMGC Termination
LPandL Resolution - TMGC

RESOLUTION

WHEREAS, Lubbock Power & Light ("LP&L") is the municipally owned electric utility of the City of Lubbock;

WHEREAS, by Purchase Contract, Resolution Number 5819, dated April 9, 1998 ("Original Agreement"), by and between the City of Lubbock (the "City"), as Buyer, the City of La Grange ("Agent"), as agent, and Texas Municipal Gas Corporation ("TMGC") (collectively referred to as the "Parties", and individually as "Party"), the Parties contracted for Agent to deliver Nominated Quantities of Gas and to deliver same to City equal to Buyer's Annual Quantities or Requirements, whichever is less, in a Contract Year under the terms and conditions set out therein (all definitions not defined herein are defined in the Original Agreement);

WHEREAS, by Contract Waiver, Resolution No. 2001-R0067, dated February 15, 2001, by and between the City and TMGC, the City waived TMGC's obligation under the Original Agreement to provide the City seventy five (75) days' notice of the issuance of the principle amount of bonds required under certain conditions;

WHEREAS, by Extension of Gas Purchase Contract, Resolution Number 2001-R0263, dated June 26, 2001 ("Extension"), by and between the Parties, the Parties extended the term of the Original Agreement to December 31, 2001, and provided for other matters related to the term;

WHEREAS, the termination of the Original Agreement, as extended, now only requires written notice by one Party to the other two Parties prior to December 31, 2021;

WHEREAS, the City desires to terminate the Original Agreement, as extended, according to the terms applicable to same;

WHEREAS, LP&L desires to terminate the Original Agreement, as extended, to provide for such matters; NOW, THEREFORE:

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

THAT the City Council of the City of Lubbock hereby ratifies, for and on behalf of the City of Lubbock, the termination of that certain Purchase Contract, Resolution Number 5819, dated April 9, 1998 ("Original Agreement"), by and between the City of Lubbock as Buyer, the City of La Grange, as agent, and Texas Municipal Gas Corporation ("TMGC") (collectively referred to as the "Parties"), as subsequently amended, including but not limited to the following extensions and/or amendments: (i) that certain Contract Waiver, Resolution No. 2001-R0067, dated February 15, 2001, by and between LP&L and TMGC, (ii) that

certain Extension of Gas Purchase Contract, Resolution Number 2001-R0263, dated June 26, 2001, by and between the Parties, and all other waivers, amendments, or extensions, modifying the Original Agreement ("Extended Purchase Contract"), as such termination is attached to this Resolution ("Termination").

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

THAT the City Council of the City of Lubbock therefore herby ratifies, on behalf of the City of Lubbock, the attached Termination and it is hereby ratified, adopted, and confirmed by the City Council of the City of Lubbock as fully and completely and the same as if originally authorized by the City Council of the City of Lubbock as of the date written.

Passed by the City Council this 11th day of January, 2022.

DANIEL M. POPE, Mayor

ATTEST:

Becky Garza, City Secretary

APPROVED AS TO CONTENT:

David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:

Jenny Smith, LP&L General Counsel

APPROVED AS TO FORM:

Craig Enochs, Outside Counsel, LP&L

Lubbock Power & Light

The power is yours.

December 28, 2021

Texas Municipal Gas Corporation
Robert D. Murphy, Jr.
President
Municipal Energy Resources Corporation
Three Riverway, Suite 1900
Houston, Texas 77056
robert.murphy@munienergy.com

Via Email and Fed Ex Overnight

RE: Gas Purchase Contract, as extended in that Extension of Gas Purchase Contract dated June 26, 2001, between City of Lubbock, Texas (the "City"), City of La Grange, Texas, and Texas Municipal Gas Corporation ("TMGC") (the "Agreement").

Dear Mr. Murphy:

This letter will serve as notice of the City's election to terminate the Agreement as of December 31, 2021. Please direct any questions to my attention at the letterhead address.

Sincerely,

City of Lubbock, Texas, acting by and through
Lubbock Power & Light

Name: David McCalla
Title: Director, Electric Utilities

Cc: **Rick Weber**
Norton Rose Fulbright
1301 McKinney
Suite 5100
Houston, Texas 77010
fredric.weber@nortnrosefulbright.com

Jan Dockery
Mayor
City of La Grange, Texas
155 E. Colorado St.
La Grange, TX 78945
mayordockery@cityoflg.com

RESOLUTION

WHEREAS, Lubbock Power & Light ("LP&L") is the municipally owned electric utility of the City of Lubbock;

WHEREAS, by Purchase Contract, Resolution Number 5819, dated April 9, 1998 ("Original Agreement"), by and between the City of Lubbock (the "City"), as Buyer, the City of La Grange ("Agent"), as agent, and Texas Municipal Gas Corporation ("TMGC") (collectively referred to as the "Parties", and individually as "Party"), the Parties contracted for Agent to deliver Nominated Quantities of Gas and to deliver same to City equal to Buyer's Annual Quantities or Requirements, whichever is less, in a Contract Year under the terms and conditions set out therein (all definitions not defined herein are defined in the Original Agreement);

WHEREAS, by Contract Waiver, Resolution No. 2001-R0067, dated February 15, 2001, by and between the City and TMGC, the City waived TMGC's obligation under the Original Agreement to provide the City seventy five (75) days' notice of the issuance of the principle amount of bonds required under certain conditions;

WHEREAS, by Extension of Gas Purchase Contract, Resolution Number 2001-R0263, dated June 26, 2001 ("Extension"), by and between the Parties, the Parties extended the term of the Original Agreement to December 31, 2001, and provided for other matters related to the term;

WHEREAS, the termination of the Original Agreement, as extended, now only requires written notice by one Party to the other two Parties prior to December 31, 2021;

WHEREAS, the City desires to terminate the Original Agreement, as extended, according to the terms applicable to same;

WHEREAS, LP&L desires to terminate the Original Agreement, as extended, to provide for such matters; NOW, THEREFORE:

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

THAT the Director of Electric Utilities BE and is hereby authorized and directed to terminate for and on behalf of the City of Lubbock, acting by and through Lubbock Power & Light, the municipally owned electric utility of Lubbock, Texas ("LP&L"), that certain Purchase Contract, Resolution Number 5819, dated April 9, 1998 ("Original Agreement"), by and between the City of Lubbock as Buyer, the City of La Grange, as agent, and Texas Municipal Gas Corporation ("TMGC") (collectively referred to as the "Parties"), as subsequently

amended, including but not limited to the following extensions and/or amendments: (i) that certain Contract Waiver, Resolution No. 2001-R0067, dated February 15, 2001, by and between LP&L and TMGC, (ii) that certain Extension of Gas Purchase Contract, Resolution Number 2001-R0263, dated June 26, 2001, by and between the Parties, and all other waivers, amendments, or extensions, modifying the Original Agreement ("Extended Purchase Contract"), and any documents related thereto.

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

THAT the Electric Utility Board hereby recommends to the City Council of the City of Lubbock to ratify the termination as provided herein.

Passed by the Electric Utility Board this 28th day of December, 2021.

Dan Odom, Chairman

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:

Jenny Smith, LP&L General Counsel

APPROVED AS TO FORM:

Craig Enochs, Outside Counsel, LP&L

Information

Agenda Item

Resolution - Lubbock Power & Light: Consider a resolution authorizing the Mayor to execute a Fifth Amendment to the Professional Services Agreement (PSA) by and between the City of Lubbock, acting by and through Lubbock Power & Light (LP&L), and TMG Utility Advisory Services, Inc. (TMG), regarding the Customer Service Information and Workforce Management Systems (Program).

Item Summary

LP&L selected TMG in June 2018 to provide professional services related to the Program. The Program consists of the Advanced Metering Infrastructure (AMI), Customer Information System (CIS), Meter Data Management (MDM) and the Mobile Workforce Management (MWFM) Systems.

The original plan was to complete the overall Program, including post go-live activities, as of May 2021. City of Lubbock Utilities (COLU) has identified multiple tasks where additional assistance and services are required to complete the Program. The flooding and subsequent relocation of the COLU staff, as well as the loss of key employees, directly contributed to tasks not being completed by the original end date.

The requested services support the completion of the Program as well as post go live stabilization. The TMG amendment incorporates the addition of 2,865 hours of additional work provided by TMG to provide support and training. The additional hours raise the overall contract price by $635,355, from $5,266,305 to $5,901,660.

Additional changes to the work provided by TMG are itemized in Exhibit 4, attached to the Fifth Amendment. Those changes are as follows:

1. Upgrade support for Oracle CCS 21A and 21B
2. Analyst Support; this includes knowledge transfer to the four (4) newly hired Utility System Analysts.

Fiscal Impact

The total financial impact to the budget is $635,355. A total of $35,685,000 is appropriated and $1,006,959 is available in Account Number 92457 (Customer Service Information and Workforce Management Systems) for this purpose. The total financial impact to the budget is $635,355. A total of $35,685,000 is appropriated and $1,006,959 is available in Account Number 92457 (Customer Service Information and Workforce Management Systems) for this purpose.

Staff/Board Recommending

David McCalla, Director of Electric Utilities
Electric Utility Board

Attachments

Resolution - CC
TMG Amendment
Resolution - EUB

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally owned electric utility of the City of Lubbock ("LP&L");

WHEREAS, by Professional Services Agreement dated effective June 14, 2018 (the "Original Agreement"), the City of Lubbock, acting by and through Lubbock Power & Light, through action by the Electric Utility Board and the City Council, contracted with TMG Utility Advisory Services, Inc. ("TMG"), to perform professional consulting services related to implementation of various systems for LP&L, as more particularly described in the Original Agreement;

WHEREAS, by First Amendment to Professional Services Agreement dated August 20, 2019, Resolution EUB 2019-R0054, and City Council Resolution No. 2019-R0320 ("First Amendment"), LP&L and TMG agreed to amend the Original Agreement as regards certain matters relating to the TMG Utility Forum;

WHEREAS, by Second Amendment to Professional Services Agreement dated May 19, 2020, Resolution EUB 2020-R0083, and City Council Resolution No. 2020-R0186 ("Second Amendment"), LP&L and TMG agreed to extend the term and increased the not-to-exceed amount of the Original Agreement, as amended;

WHEREAS, by Third Amendment to Professional Services Agreement dated January 19, 2021, Resolution EUB 2021-R0008 and City Council Resolution No. 2021-R0036 ("Third Amendment"), LP&L and TMG agreed to provide for additional support hours necessary to complete the Services and increased the not-to-exceed amount provided for in the Original Agreement, as amended;

WHEREAS, by Fourth Amendment to Professional Services Agreement dated April 20, 2021, Resolution EUB 2021-R00030 and City Council Resolution No. 2021-R0160 ("Fourth Amendment"), the Original Agreement was amended to provide for additional support hours to complete the Services, extend the term, and adjust the compensation paid to TMG for such additional work;

WHEREAS, the Original Agreement, as amended, is in need of further amendment to provide for additional hours for additional work to complete the Services, extend the term, and modify the not-to-exceed amount provided in the Original Agreement, as amended;

WHEREAS, LP&L desires to further amend the Original Agreement, as amended, to provide for such matters; and

WHEREAS, the City Council of the City of Lubbock desires to authorize the execution of the Fifth Amendment to TMG Advisory Services Professional Services Agreement by the Mayor of the City of Lubbock. NOW, THEREFORE:

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, that certain Fifth Amendment to Professional Services Agreement, by and between LP&L and TMG Utility Advisory Services, Inc., as attached hereto and incorporated herein as though set forth fully herein in detail, and any documents related thereto.

Passed by the City Council this 11th day of January, 2022.

_____
DANIEL M. POPE, Mayor

ATTEST:

_____
Becky Garza, City Secretary

APPROVED AS TO CONTENT:

_____
David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:

_____
Hunter Harrison, LP&L Electric Utilities Attorney

FIFTH AMENDMENT

to

TMG Utility Advisory Services Professional Services Agreement

This Fifth Amendment to Professional Services Agreement ("Fifth Amendment"), is entered into this 15th day of December 2021, by and between the City of Lubbock, Texas, acting by and through Lubbock Power & ("LP&L"), and TMG Utility Advisory Services, Inc. ("TMG").

WITNESSETH

WHEREAS, LP&L and TMG entered into that certain Professional Services Agreement, dated effective June 14, 2018, Resolution No. EUB 2018-R0044, and City Council Resolution No. 2018-R0195 (the "Original Agreement"), wherein LP&L contracted with TMG to perform professional consulting services related to implementation of various systems for LP&L, as more particularly described in the Original Agreement;

WHEREAS, LP&L and TMG entered into that certain First Amendment to Professional Services Agreement dated August 20, 2019, Resolution EUB 2019-R0054, and City Council Resolution No. 2019-R0320 ("First Amendment"), wherein LP&L and TMG agreed to certain matters related to the TMG Utility Forum;

WHEREAS, LP&L and TMG entered into that certain Second Amendment to Professional Services Agreement dated May 19, 2020, Resolution EUB 2020-R0083, and City Council Resolution No 2020-R0186 ("Second Amendment"), wherein LP&L and TMG agreed to perform additional work and provided additional time required to complete the Services;

WHEREAS, LP&L and TMG entered into that certain Third Amendment to Professional Services Agreement dated January 19, 2021, Resolution EUB 2021-R0008 and City Council Resolution No. 2021-R0036 ("Third Amendment"), to provide for additional support hours necessary to complete the Services and increase the not-to-exceed amount provided for in the Original Agreement, as amended;

WHEREAS, LP&L and TMG entered into that certain Fourth Amendment to Professional Services Agreement dated April 20, 2021, Resolution EUB 2021-R0030 and City Council Resolution No. 2021-R0160 ("Fourth Amendment") to provide for additional time and for additional work to complete the Services;

WHEREAS, LP&L desires to further amend the Original Agreement, as amended, to provide for additional hours for additional work to complete the Services;

WHEREAS, to accommodate for such additional work, an increase in the not-to-exceed amount provided for in the Original Agreement, as amended, is in need of modification;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LP&L and TMG agree as follows:

1. The first sentence of Article I, Term, is hereby deleted in its entirety and replaced as follows:

   "The term of this Contract commences on the Effective Date and continues without interruption until and including January 1, 2024."

2. Article II, Services and Compensation, Section C, is deleted in its entirety and hereby replaced with the following:

   "Except as provided below, the total sum to be paid hereunder shall not exceed, in any circumstance, the sum of five million nine hundred one thousand six hundred sixty and NO/dollars ($5,901,660)."

3. Exhibit A to the Original Agreement is hereby amended to add the additional cost table, identified in Exhibit 4 of this Fifth Amendment.

4. Except as amended hereby, the terms and conditions of the Original Agreement, as amended, shall remain valid and subsisting as originally provided.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment by their duly authorized representatives as of the date first written above.

CITY OF LUBBOCK, Texas, a home rule municipal corporation

_____
Daniel M. Pope, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Jamie Wood, Utility CS & CIS Manager, Electric

APPROVED AS TO FORM

_____
Jenny Smith, LP&L General Counsel

CITY OF LUBBOCK, Texas, acting by and through Lubbock Power & Light

_____
Dan Odom, Chairman, Electric Utility Board

APPROVED AS TO CONTENT:

Jamie Wood, Utility CS & CIS Manager, Electric

APPROVED AS TO FORM

Jenny Smith, LP&L General Counsel

TMG Utility Advisory Services, Inc.

By: _____

Name: Pam Glanvill

Title: President

Exhibit 4

Statement of Work

CIS, MDM, MWFM and AMI

Implementation Services

7. Cost Detail

In addition to the previous cost tables, the following table provides the projected cost for the additional hours contemplated by the Fifth Amendment with respect to the scopes of work previously approved.

Phase/Activities	Hours from Amend 4	Amend 6 hours	Standard Hourly Rate	Additional Cost
AMI Consulting Services				
AMI Implementation				
Task 1.2.5 - Network Performance Mitigation	79.0	-	$210.00	$ -
AMI System Management				
Task 1.2.8: Additional OWOC Channel configuration changes	136.0		$210.00	$ -
Task 1.2.9: Establish a full OWOC Test Environment with Hardware	60.0		$210.00	$ -
Task 1.2.10: OWOC Upgrade to next major release	137.0		$210.00	$ -
Task 1.2.11: After Final Acceptance - Network Optimization (on-going)	240.0		$210.00	$ -
Total AMI Implementation and System Management	**652.0**		**$210.00**	**$ -**
CIS/MDMS Implementation				
Task 1.3.6: Production Reports				
On-Shore Design and Testing	459.0		$210.00	$ -
Off-Shore Development and Unit Testing	1,774.0		$ 65.00	$ -
Report Acceptance	291.5		$210.00	$ -
Task 1.3.7: Oracle CCS 21A and 21B Upgrade	77.5	40.0	$210.00	$ 8,400.00
Task 1.3.8: Azure Training				
Basic Class	8.0		$210.00	$ -
Test Manager Class	16.0		$210.00	$ -
Regression Test Support	6.0		$210.00	$ -
Task 1.3.11: Channel configuration for Electric	80.0		$210.00	$ -
Task 1.3.12: Analyst Support	-	2,825.5	$210.00	$593,355.00
Total CIS Implementation	**2,712.0**	**2,865.5**		**$601,755.00**
Contingency	**-**	**160.0**		**$ 33,600.00**
Hours not used from Amendment 4	**(297.0)**	**-**		**$ -**
Total Stabilization	**3,067.0**	**3,025.5**		**$635,355.00**

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally owned electric utility of the City of Lubbock ("LP&L");

WHEREAS, by Professional Services Agreement dated effective June 14, 2018 (the "Original Agreement"), the City of Lubbock, acting by and through Lubbock Power & Light, through action by the Electric Utility Board and the City Council, contracted with TMG Utility Advisory Services, Inc. ("TMG"), to perform professional consulting services related to implementation of various systems for LP&L, as more particularly described in the Original Agreement;

WHEREAS, by First Amendment to Professional Services Agreement dated August 20, 2019, Resolution EUB 2019-R0054, and City Council Resolution No. 2019-R0320 ("First Amendment"), LP&L and TMG agreed to amend the Original Agreement as regards certain matters relating to the TMG Utility Forum;

WHEREAS, by Second Amendment to Professional Services Agreement dated May 19, 2020, Resolution EUB 2020-R0083, and City Council Resolution No. 2020-R0186 ("Second Amendment"), LP&L and TMG agreed to extend the term and increased the not-to-exceed amount of the Original Agreement, as amended;

WHEREAS, by Third Amendment to Professional Services Agreement dated January 19, 2021, Resolution EUB 2021-R0008 and City Council Resolution No. 2021-R0036 ("Third Amendment"), LP&L and TMG agreed to provide for additional support hours necessary to complete the Services and increased the not-to-exceed amount provided for in the Original Agreement, as amended;

WHEREAS, by Fourth Amendment to Professional Services Agreement dated April 20, 2021, Resolution EUB 2021-R00030 and City Council Resolution No. 2021-R0160 ("Fourth Amendment"), the Original Agreement was amended to provide for additional support hours to complete the Services, extend the term, and adjust the compensation paid to TMG for such additional work;

WHEREAS, the Original Agreement, as amended, is in need of further amendment to provide for additional hours for additional work to complete the Services, extend the term, and modify the not-to-exceed amount provided in the Original Agreement, as amended;

WHEREAS, LP&L desires to further amend the Original Agreement, as amended, to provide for such matters. NOW, THEREFORE:

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

THAT the Chairman of the Electric Utility Board BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, acting by and through Lubbock Power & Light, the municipally owned electric utility of Lubbock, Texas ("LP&L"), that certain Fifth Amendment to Professional Services Agreement, by and between LP&L and TMG Utility Advisory Services, Inc., as attached hereto and incorporated herein as though set forth fully herein in detail, and any documents related thereto.

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

THAT this Resolution shall be null and void if the City Council of the City of Lubbock shall not likewise authorize and direct the Mayor of the City of Lubbock to execute this Fifth Amendment to Professional Services Agreement by and between LP&L and TMG Utility Advisory Services, Inc. within sixty (60) days of the date hereof.

Passed by the Electric Utility Board this 15th day of December, 2021.

Dan Odom, Chairman

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:

Hunter Harrison, LP&L Electric Utilities Attorney

Information

Agenda Item

Resolution - City Council: Consider a resolution adopting revised City of Lubbock City Council Rules.

Item Summary

Proposed changes address presentations and comments before the City Council, including requirements regarding submitted digital presentation security requirements, as well as order of agenda items.

Fiscal Impact

None

Staff/Board Recommending

City Council

Attachments

Resolution - Council Rules (r)
Council Rules (Final)
Council Rules (Redline)

RESOLUTION

WHEREAS the City Council of the City of Lubbock deems it to be in the best interest of the citizens of the City of Lubbock to adopt revised City Council rules; NOW THEREFORE:

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

THAT the City Council does hereby adopt revised and updated City of Lubbock City Council rules, as set forth in Exhibit "A" attached hereto and incorporated herein for all purposes; and

THAT the effect of said adoption shall be immediate; and

THAT the City Secretary shall make record and keep on file the revised City Council rules, which shall stand in replacement of any prior version.

Passed by the City Council on _____, 2022.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____ For
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs/RES.Council Rules
January 3, 2022

CITY OF LUBBOCK
CITY COUNCIL RULES
(as amended, January 11, 2022)

I. AUTHORITY:

The Charter of the City of Lubbock provides that the Council shall determine its own rules and order of business. Lubbock, Tex., Charter ch. 1, art. IX, sec. 13 (1917). By virtue thereof, and when not in conflict with the Charter of the City of Lubbock and the Constitution and laws of the State of Texas, the following set of rules shall be in effect upon adoption by the City Council and until such time as they are amended or new rules adopted in the manner hereinafter provided and shall prevail to govern the business of the City Council of the City of Lubbock.

A. Adoption of Council Rules – Adoption of the Rules for the City Council, City of Lubbock, shall be accomplished by means of a resolution with the affirmative vote of a majority of all members of the City Council.

B. Amendments to Council Rules – These rules may be suspended, amended or new rules adopted provided that these rules do not conflict with General Laws of the State of Texas or the Charter of the City of Lubbock.

II. MEETINGS:

A. City Council Meetings:

1. Regular Council Meeting – The City Council shall meet twice each month in the City Council Chambers, Municipal Building, on the second and fourth Tuesday, beginning at 4:30PM, or on such other day, or at such other time or place as shall be selected by the Mayor; provided, however, that for such meetings, any citizen comments to, and public hearings held by, the City Council shall not be scheduled to begin before 5:00PM. City Council meetings shall be held in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

2. Invocation – It is the policy of the City Council to allow for, but not mandate, an invocation or prayer to be offered before its meetings for the benefit of the City Council in order to solemnize the proceedings. The invocation shall be offered by one person only.

a. The invocation shall not exploit to proselytize or advance any one, or disparage any other, faith or belief. The invocation speaker shall offer words of wisdom in a respectful tone and invite the City Councilmembers to reflect upon shared ideals and common ends prior to beginning the business of governing.

b. The invocation shall be voluntarily delivered by the invocation speaker selected by the City Secretary in accordance with the policy adopted by the City Secretary's Office.

c. The invocation shall be given prior to the opening gavel that officially begins the meeting and the agenda/business of the public.

3. Citizen comments – Any citizen wishing to appear before any regular meeting of the City Council to speak shall sign up to speak at the City Council meeting, but shall be limited to speaking only on matters posted on the City Council agenda, and must appear before the City Council in person.

a. The length of the time given for each citizen to make such comments shall be determined by the City Council, in its sole discretion, at the beginning of the citizen comment period.

b. The form to be used for a citizen to sign up to address the City Council during the citizen comment portion of the meeting shall be in substantially the same form and content as attached hereto as Exhibit "A".

c. Individuals wishing to use a PowerPoint presentation or other video imaging must submit the presentation to the City Manager's office no later than twenty-four (24) hours prior to the start of the Council meeting so that City staff may have adequate time to verify technological compatibility, and to perform security protocols on any hardware or data files submitted. Files must be hand delivered on a CD, DVD, or USB drive to the City Manager's Office, 1314 Avenue K, 11th Floor, Lubbock, Texas 79401. The USB drive, CD, or DVD will not be returned to the presenter. The following digital image formats are acceptable for submission: PowerPoint slides, Jpeg photo images, TIF files, PDF files, and PNG files. Videos must play from a standard DVD. No web access is available.

d. City Council may accept written comments on certain agenda items at its discretion. In addition, the City Council may direct these comments be placed on the City's website from time to time at its discretion. City Council may limit the number of characters, letters, or words permitted for each individual comment. To be accepted, written comments shall not contain any graphics, images, or videos.

4. Special Meetings – The Mayor, Mayor Pro-Tem or any two of the Councilmembers in the absence of the Mayor and Mayor Pro-Tem, or in the event of their refusal after a request is made, may call special meetings of the Council at any time deemed advisable. Lubbock, Tex., Charter ch. 1, art. IX, sec. 13 (1917).

5. Minuted Action – Minuted action may only be used in instances wherein formal written action of the Council is not required, including appointments of City boards and ceremonial actions.

B. Conduct:

1. Quorum – Any four members of the City Council shall constitute a quorum and the affirmative vote of any four members of the Council shall be sufficient and necessary to

adopt or repeal any ordinance or resolution. Lubbock, Tex. Charter ch. 1, art IX, sec. 15 (1988).

2. Presiding Officer – The Mayor of the City shall be the presiding officer of the Council, and in the event of the absence of or disqualification of Mayor, the Mayor Pro-Tempore shall preside. In the event of the absence of or disqualification of the Mayor or Mayor Pro-Tempore the position of Mayor pro tempore shall be occupied by the Councilmember having the most seniority in service on the City Council. Lubbock, Tex. Charter ch. 1, art. IX, sec. 11 (1917).

3. Rules of Order – Robert's Rules of Order, Revised, shall govern the proceedings of the Council in all cases, unless they are in conflict with these rules.

4. Right to Floor – Any Councilmember or other person appearing before the Council desiring to speak shall be recognized by the presiding officer, and shall confine his or her remarks to the subject under consideration or to be considered. Any person who wishes to address the Council must have the unanimous consent of the Council. This rule does not apply to anyone appearing at a public hearing in response to an official notice or the Citizens Comment period.

5. Agenda – The order of business of each meeting shall be contained in the agenda prepared by the City Manager. The City Manager shall provide the Council with an analysis of items to be acted upon by the Council at its regular meetings. This analysis may be made to the Council orally or in writing.

a. Placing an Item on Agenda

Councilmember – Any two members of the Council may, before the agenda deadline, place an item on the agenda by providing written direction to the City Manager. The City Manager shall provide staff research support when requested to do so in writing.

b. Removing Item from Consent Agenda

If a councilmember wishes to remove an item from the consent agenda for purposes of discussion, conflicts of interest, recusals or any other reason, the councilmember shall make such a removal no later than twenty-four (24) hours prior to the time of the start of the public portion of the regular meeting. The council member shall notify the City Manager which items on the consent agenda are to be removed, the reasons for such removal, and if the councilmember wishes to hold a discussion regarding the item.

c. Planning and Zoning Commission Zone Cases.

When preparing the City Council agenda, the City Manager shall organize and place Planning and Zoning Commission zone case ordinances by Council districts, in numerical order of the district, and denoted accordingly. Planning and Zoning Commission zone case ordinances having passed first reading by a unanimous vote of the City Council shall be placed on the

Consent Agenda for consideration on second reading, subject to Rule II(B)(5)(b) above.

6. Electronic Devices – Members of the City Council shall not use any electronic devices for the purpose of communicating on matters of City business with any person, including other Council members, during a City Council meeting, unless such device is used in conjunction with such meeting in accordance with the requirements set forth in the Texas Open Meetings Act. The use of electronic devices by members of the City Council on matters not related to City business should be done in a manner that does not disrupt the meeting.

7. Inaudible Conversations – City Council members shall refrain from participating in any conversations related to matters of City business with other Council members that are inaudible to the public during any Council meeting or work session.

C. Attendance

1. Mayor and Councilmembers – The Mayor and any Councilmember shall forfeit, not exceeding $10.00 per meeting of his salary, if absent from any regular meeting of the Council, unless such absence from the meeting is unavoidably necessitated in the services of such officer on business of the City away from the City at the time the meeting is held. Lubbock, Tex., Charter ch. 1, art. IX, sec. 14 (1917).

2. City Manager – The City Manager shall attend all meetings of the Council with the right to take part in the discussion, but having no vote. Lubbock, Tex., Charter ch. 1, art. X, sec. 4 (1917).

3. City Attorney – The City Attorney or Acting City Attorney shall attend all meetings of the City Council unless excused and shall, upon request, render written or oral opinion on questions of law. The City Attorney shall act as the City Council's parliamentarian. The City Attorney is authorized to engage and retain outside counsel in the defense or prosecution of any case in which the City is a party, or in any administrative matter or transactional issue in which the City is involved, where attorney's fees do not exceed $50,000.

The City Attorney is also authorized to incur litigation expenses for the City, including the retention of experts, or incur any other fees or costs deemed necessary to defend or prosecute any lawsuit brought against it or in which it has brought suit.

4. City Secretary – The City Secretary shall attend all meetings of the City Council, unless excused, and shall keep an account of all proceedings of the City Council to be entered in a well-bound book or permanent file.

III. GENERAL INFORMATION CONCERNING ORDINANCES, RESOLUTIONS, AND MOTIONS:

A. Passage of Ordinances, Resolutions, or Motions – Approval of every ordinance, resolution, or motion shall require the affirmative vote of a majority of all members of the City Council, except

as specified hereinafter when the Charter and certain State statutes impose other voting requirements on various questions. Lubbock, Tex., Charter ch. 1, art. IX, sec. 15 (1917).

B. Recording of Votes – The yeas and nays shall be taken upon the passage of all ordinances and resolutions and entered upon the minutes of the City Council. Lubbock, Tex., Charter ch. 1, art. IX, sec. 15 (1917).

C. City Attorney to Approve – All ordinances and resolutions shall be approved as to form and legality by the City Attorney.

D. City Secretary to Calendar Deadlines – The City Secretary shall calculate and calendar any and all deadlines adopted by City Council, including, but not limited to appointee evaluations, ad hoc committee reports, and consideration of future legislation. The City Secretary shall place such items on the Council agenda for appropriate consideration in accordance with the deadlines. In addition, the City Secretary shall alert City Council members, City Manager, and City Attorney to upcoming deadlines two (2) weeks prior to the meeting at which such items shall be considered.

IV. CITY COUNCIL CODE OF ETHICS:

Each member of the City Council has a duty to:

A. Respect and adhere to the American ideals of government, the rule of law, the principles of public administration and high ethical conduct in the performance of public duties.

B. Represent and work for the common good of the City and not for any private interest.

C. Refrain from accepting gifts or favors or promises of future benefits, which might compromise or tend to impair independence of judgment or action.

D. Provide fair and equal treatment for all persons and matters coming before the Council.

E. Learn and study the background and purposes of important items of business before voting.

F. Faithfully perform all duties of office.

G. Refrain from disclosing any information received confidentially concerning the business of the City, or received during any closed session of the Council held pursuant to state law.

H. Decline any employment incompatible with public duty.

I. Disclose all sources of income which may represent a substantial conflict of interest with the duties as a Councilmember and to disclose the nature and extent of the interest as an officer, agent, member, or owner of any business entity or other association

which is subject to regulation by the City and such disclosure shall be made to the proper authority established for that purpose.

J. Refrain from abusive conduct, personal charges or verbal attacks upon the character, motives, ethics or morals of other members of the Council, staff or public, or other personal comments not germane to the issues before the Council.

K. Listen courteously and attentively to all public discussions at Council meetings and avoid interrupting other speakers, including other Council members, except as may be permitted by established Rules of Order

L. Faithfully attend all sessions of the Council unless unable to do so because of disability or some other compelling reason.

M. Maintain the highest standard of public conduct by refusing to condone breaches of public trust or improper attempts to influence legislation, and by being willing to censure any member who willfully violates the rules of conduct contained in this Code of Ethics.

V. CITY COUNCIL RELATIONSHIP TO STAFF:

In accordance with Article X, Section 6 of the City Charter, the governing body shall hold the City Manager responsible for the proper administration of all affairs of the City. The City Manager or his designated representative is responsible for the appointment and removal from office of all City employees unless the City Charter specifically assigns this responsibility to the governing body.

The City Manager is the Chief Executive Officer of the City. The City Council charges the City Manager with carrying out its policies and directives. The City Manager is responsible for implementing City Council policies by planning, organizing and directing the activities of the City staff. The City Charter of the City of Lubbock stipulates that the members of the governing body shall defer to the City Manager the responsibility of directing the activities of the City staff. However, the City Charter allows the members of the governing body to make inquiries about the City's policies and procedures with City staff. The members of the governing body should address all other questions and requests through the City Manager or his designated representative.

Appointees reporting directly to the City Council shall be subject to an annual performance evaluation to be scheduled between July 1 and August 31, the form and substance of such evaluation shall be determined at the sole discretion of the City Council.

VI. AMENDMENTS:

Any amendment to these rules that are adopted by Council shall be incorporated into these rules and such amendments thereto shall be included in reprints of these rules. Any repeal of any portion of these rules shall also be excluded from the rules by omission from reprints of these rules.

Exhibit "A"

PUBLIC COMMENT SIGN-UP FORM

Regular Meeting Date: _____

****Please PRINT all information****

Name: _____ Phone (optional):_____

Address (optional): _____

E-mail (optional):_____ Comments: _____WRITTEN _____ORAL

Comments will be presented for AGENDA ITEM # _____

FOR <u>WRITTEN</u> COMMENTS, PLEASE USE SPACE PROVIDED BELOW:

_____

_____

_____

_____

(COMMENTS CONTINUED ON ATTACHED PAGES IF NEEDED)

FOR <u>ORAL</u> COMMENTS:

1. YOU MUST SIGN UP PRIOR TO THE SCHEDULED MEETING;
2. YOU WILL HAVE ONE OPPORTUNITY TO SPEAK; and
3. YOU MUST OBSERVE THE 3-MINUTE TIME LIMIT. (Time cannot be transferred to another speaker.)

Inquiries from speakers about matters not listed on the agenda will either be directed to the Staff, or placed on a future agenda for Council consideration. **<u>See reverse side for additional rules.</u>**

RULES FOR PUBLIC COMMENTS AT
CITY COUNCIL MEETINGS

Public Comments/Regular and Consent Agendas: The City Council welcomes written and oral comments from the public at regular meetings. Individuals wishing to speak on matters posted on the regular or consent agendas must complete and submit a form to the City Council meeting attendant prior to the deadline set forth in the published agenda. Speakers will have one opportunity to speak during the allotted time period, and they must observe the three-minute time limit. Time cannot be transferred. When a speaker yields the floor, he/she waives any remaining time, but that remaining time does not get added to another speaker's time.

Written Comments / Handouts: Individuals may use the comment sheets provided at the City Council meeting prior to the deadline, which will be copied and distributed to the Council Members. An individual who wishes to submit other written material should submit 10 copies to the City Council meeting attendant for distribution to Council Members and senior staff.

Rules for Speakers:

1. Members of the public may address the City Council at the following times during a meeting:
    - During a public hearing on an agenda item.
    - During the Citizens Comment portion of the agenda.
    - During Work Session, Consent, or Regular Agenda items with the permission of the presiding officer.
2. Speakers must state their name and address for the record.
3. Speakers must address all comments and questions to the presiding officer.
4. Speakers must limit their comments to three minutes.
5. Speakers may not employ tactics of defamation, intimidation, personal affronts, profanity, or threats of violence.

CITY OF LUBBOCK
CITY COUNCIL RULES

(as amended, January 11, 2022~~December 17, 2018~~)

I. AUTHORITY:

The Charter of the City of Lubbock provides that the Council shall determine its own rules and order of business. Lubbock, Tex., Charter ch. 1, art. IX, sec. 13 (1917). By virtue thereof, and when not in conflict with the Charter of the City of Lubbock and the Constitution and laws of the State of Texas, the following set of rules shall be in effect upon adoption by the City Council and until such time as they are amended or new rules adopted in the manner hereinafter provided and shall prevail to govern the business of the City Council of the City of Lubbock.

A. Adoption of Council Rules – Adoption of the Rules for the City Council, City of Lubbock, shall be accomplished by means of a resolution with the affirmative vote of a majority of all members of the City Council.

B. Amendments to Council Rules – These rules may be suspended, amended or new rules adopted provided that these rules do not conflict with General Laws of the State of Texas or the Charter of the City of Lubbock.

II. MEETINGS:

A. City Council Meetings:

1. Regular Council Meeting – The City Council shall meet twice each month in the City Council Chambers, Municipal Building, on the second and fourth Tuesday, beginning at 4:30PM, or on such other day, or at such other time or place as shall be selected by the Mayor; provided, however, that for such meetings, any citizen comments to, and public hearings held by, the City Council shall not be scheduled to begin before 5:00PM. City Council meetings shall be held in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

2. Invocation – It is the policy of the City Council to allow for, but not mandate, an invocation or prayer to be offered before its meetings for the benefit of the City Council in order to solemnize the proceedings. The invocation shall be offered by one person only.

a. The invocation shall not exploit to proselytize or advance any one, or disparage any other, faith or belief. The invocation speaker shall offer words of wisdom in a respectful tone and invite the City Councilmembers to reflect upon shared ideals and common ends prior to beginning the business of governing.

b. The invocation shall be voluntarily delivered by the invocation speaker selected by the City Secretary in accordance with the policy adopted by the City Secretary's Office.

c. The invocation shall be given prior to the opening gavel that officially begins the meeting and the agenda/business of the public.

3. Citizen comments – Any citizen wishing to appear before any regular meeting of the City Council to speak shall sign up to speak at the City Council meeting, but shall be limited to speaking only on matters posted on the City Council agenda, and must appear before the City Council in person.

a. –The length of the time given for each citizen to make such comments shall be determined by the City Council, in its sole discretion, at the beginning of the citizen comment period.

b. The form to be used for a citizen to sign up to address the City Council during the citizen comment portion of the meeting shall be in substantially the same form and content as attached hereto as Exhibit "A".

c. Individuals wishing to use a PowerPoint presentation or other video imaging must submit the presentation to the City Manager's office no later than twenty-four (24) hours prior to the start of the Council meeting so that City staff may have adequate time to verify technological compatibility, and to perform security protocols on any hardware or data files submitted. Files must be hand delivered on a CD, DVD, or USB drive to the City Manager's Office, 1314 Avenue K, 11th Floor, Lubbock, Texas 79401. The USB drive, CD, or DVD will not be returned to the presenter. The following digital image formats are acceptable for submission: PowerPoint slides, Jpeg photo images, TIF files, PDF files, and PNG files. Videos must play from a standard DVD. No web access is available.

d. City Council may accept written comments on certain agenda items at its discretion. In addition, the City Council may direct these comments be placed on the City's website from time to time at its discretion. City Council may limit the number of characters, letters, or words permitted for each individual comment. To be accepted, written comments shall not contain any graphics, images, or videos.

4. Special Meetings – The Mayor, Mayor Pro-Tem or any two of the Councilmembers in the absence of the Mayor and Mayor Pro-Tem, or in the event of their refusal after a request is made, may call special meetings of the Council at any time deemed advisable. Lubbock, Tex., Charter ch. 1, art. IX, sec. 13 (1917).

5. Minuted Action – Minuted action may only be used in instances wherein formal written action of the Council is not requiredested, including appointments of City boards and ceremonial actions.

B. Conduct:

1. Quorum – Any four members of the City Council shall constitute a quorum and the affirmative vote of any four members of the Council shall be sufficient and necessary to

adopt or repeal any ordinance or resolution. Lubbock, Tex. Charter ch. 1, art IX, sec. 15 (1988).

2. Presiding Officer – The Mayor of the City shall be the presiding officer of the Council, and in the event of the absence of or disqualification of Mayor, the Mayor Pro-Tempore shall preside. In the event of the absence of or disqualification of the Mayor or Mayor Pro-Tempore the position of Mayor pro tempore shall be occupied by the Councilmember having the most seniority in service on the City Council. Lubbock, Tex. Charter ch. 1, art. IX, sec. 11 (1917).

3. Rules of Order – Robert's Rules of Order, Revised, shall govern the proceedings of the Council in all cases, unless they are in conflict with these rules.

4. Right to Floor – Any Councilmember or other person appearing before the Council desiring to speak shall be recognized by the presiding officer, and shall confine his or her remarks to the subject under consideration or to be considered. Any person who wishes to address the Council must have the unanimous consent of the Council. This rule does not apply to anyone appearing at a public hearing in response to an official notice or the Citizens Comment period.

5. Agenda – The order of business of each meeting shall be contained in the agenda prepared by the City Manager. The City Manager shall provide the Council with an analysis of items to be acted upon by the Council at its regular meetings. This analysis may be made to the Council orally or in writing.

a. Placing an Item on Agenda

Councilmember – Any two members of the Council may, before the agenda deadline, place an item on the agenda by providing written direction to the City Manager. The City Manager shall provide staff research support when requested to do so in writing.

b. Removing Item from Consent Agenda

If a councilmember wishes to remove an item from the consent agenda for purposes of discussion, conflicts of interest, recusals or any other reason, the councilmember shall make such a removal no later than twenty-four (24) hours prior to the time of the start of the public portion of the regular meeting. The council member shall notify the City Manager which items on the consent agenda are to be removed, the reasons for such removal, and if the councilmember wishes to hold a discussion regarding the item.

c. Planning and Zoning Commission Zone Cases.

When preparing the City Council agenda, the City Manager shall organize and place Planning and Zoning Commission zone case ordinances by Council districts, in numerical order of the district, and denoted accordingly. Planning and Zoning Commission zone case ordinances having passed first reading by a unanimous vote of the City Council shall be placed on the

Consent Agenda for consideration on second reading, subject to Rule II(B)(5)(b) above.

6. Electronic Devices – Members of the City Council shall not use any electronic devices for the purpose of communicating on matters of City business with any person, including other Council members, during a City Council meeting, unless such device is used in conjunction with such meeting in accordance with the requirements set forth in the Texas Open Meetings Act. The use of electronic devices by members of the City Council on matters not related to City business should be done in a manner that does not disrupt the meeting.

7. Inaudible Conversations – City Council members shall refrain from participating in any conversations related to matters of City business with other Council members that are inaudible to the public during any Council meeting or work session.

C. Attendance

1. Mayor and Councilmembers – The Mayor and any Councilmember shall forfeit, not exceeding $10.00 per meeting of his salary, if absent from any regular meeting of the Council, unless such absence from the meeting is unavoidably necessitated in the services of such officer on business of the City away from the City at the time the meeting is held. Lubbock, Tex., Charter ch. 1, art. IX, sec. 14 (1917).

2. City Manager – The City Manager shall attend all meetings of the Council with the right to take part in the discussion, but having no vote. Lubbock, Tex., Charter ch. 1, art. X, sec. 4 (1917).

3. City Attorney – The City Attorney or Acting City Attorney shall attend all meetings of the City Council unless excused and shall, upon request, render written or oral opinion on questions of law. The City Attorney shall act as the City Council's parliamentarian. The City Attorney is authorized to engage and retain outside counsel in the defense or prosecution of any case in which the City is a party, or in any administrative matter or transactional issue in which the City is involved, where attorney's fees do not exceed $50,000.

The City Attorney is also authorized to incur litigation expenses for the City, including the retention of experts, or incur any other fees or costs deemed necessary to defend or prosecute any lawsuit brought against it or in which it has brought suit.

4. City Secretary – The City Secretary shall attend all meetings of the City Council, unless excused, and shall keep an account of all proceedings of the City Council to be entered in a well-bound book or permanent file.

III. GENERAL INFORMATION CONCERNING ORDINANCES, RESOLUTIONS, AND MOTIONS:

A. Passage of Ordinances, Resolutions, or Motions – Approval of every ordinance, resolution, or motion shall require the affirmative vote of a majority of all members of the City Council, except

as specified hereinafter when the Charter and certain State statutes impose other voting requirements on various questions. Lubbock, Tex., Charter ch. 1, art. IX, sec. 15 (1917).

B. Recording of Votes – The yeas and nays shall be taken upon the passage of all ordinances and resolutions and entered upon the minutes of the City Council. Lubbock, Tex., Charter ch. 1, art. IX, sec. 15 (1917).

C. City Attorney to Approve – All ordinances and resolutions shall be approved as to form and legality by the City Attorney.

D. City Secretary to Calendar Deadlines – The City Secretary shall calculate and calendar any and all deadlines adopted by City Council, including, but not limited to appointee evaluations, ad hoc committee reports, and consideration of future legislation. The City Secretary shall place such items on the Council agenda for appropriate consideration in accordance with the deadlines. In addition, the City Secretary shall alert City Council members, City Manager, and City Attorney to upcoming deadlines two (2) weeks prior to the meeting at which such items shall be considered.

IV. CITY COUNCIL CODE OF ETHICS:

Each member of the City Council has a duty to:

A. Respect and adhere to the American ideals of government, the rule of law, the principles of public administration and high ethical conduct in the performance of public duties.

B. Represent and work for the common good of the City and not for any private interest.

C. Refrain from accepting gifts or favors or promises of future benefits, which might compromise or tend to impair independence of judgment or action.

D. Provide fair and equal treatment for all persons and matters coming before the Council.

E. Learn and study the background and purposes of important items of business before voting.

F. Faithfully perform all duties of office.

G. Refrain from disclosing any information received confidentially concerning the business of the City, or received during any closed session of the Council held pursuant to state law.

H. Decline any employment incompatible with public duty.

I. Disclose all sources of income which may represent a substantial conflict of interest with the duties as a Councilmember and to disclose the nature and extent of the interest as an officer, agent, member, or owner of any business entity or other association

which is subject to regulation by the City and such disclosure shall be made to the proper authority established for that purpose.

J. Refrain from abusive conduct, personal charges or verbal attacks upon the character, motives, ethics or morals of other members of the Council, staff or public, or other personal comments not germane to the issues before the Council.

K. Listen courteously and attentively to all public discussions at Council meetings and avoid interrupting other speakers, including other Council members, except as may be permitted by established Rules of Order

L. Faithfully attend all sessions of the Council unless unable to do so because of disability or some other compelling reason.

M. Maintain the highest standard of public conduct by refusing to condone breaches of public trust or improper attempts to influence legislation, and by being willing to censure any member who willfully violates the rules of conduct contained in this Code of Ethics.

V. CITY COUNCIL RELATIONSHIP TO STAFF:

In accordance with Article X, Section 6 of the City Charter, the governing body shall hold the City Manager responsible for the proper administration of all affairs of the City. The City Manager or his designated representative is responsible for the appointment and removal from office of all City employees unless the City Charter specifically assigns this responsibility to the governing body.

The City Manager is the Chief Executive Officer of the City. The City Council charges the City Manager with carrying out its policies and directives. The City Manager is responsible for implementing City Council policies by planning, organizing and directing the activities of the City staff. The City Charter of the City of Lubbock stipulates that the members of the governing body shall defer to the City Manager the responsibility of directing the activities of the City staff. However, the City Charter allows the members of the governing body to make inquiries about the City's policies and procedures with City staff. The members of the governing body should address all other questions and requests through the City Manager or his designated representative.

Appointees reporting directly to the City Council shall be subject to an annual performance evaluation to be scheduled between July 1 and August 31, the form and substance of such evaluation shall be determined at the sole discretion of the City Council.

VI. AMENDMENTS:

Any amendment to these rules that are adopted by Council shall be incorporated into these rules and such amendments thereto shall be included in reprints of these rules. Any repeal of any portion of these rules shall also be excluded from the rules by omission from reprints of these rules.

Exhibit "A"

PUBLIC COMMENT SIGN-UP FORM

Regular Meeting Date: _____

****Please PRINT all information****

Name: _____ Phone (optional): _____

Address (optional): _____

E-mail (optional): _____ Comments: _____WRITTEN _____ORAL

Comments will be presented for AGENDA ITEM # _____

FOR WRITTEN COMMENTS, PLEASE USE SPACE PROVIDED BELOW:

_____

_____

_____

_____

(COMMENTS CONTINUED ON ATTACHED PAGES IF NEEDED)

FOR ORAL COMMENTS:

1. YOU MUST SIGN UP PRIOR TO THE SCHEDULED MEETING;
2. YOU WILL HAVE ONE OPPORTUNITY TO SPEAK; and
3. YOU MUST OBSERVE THE 3-MINUTE TIME LIMIT. (Time cannot be transferred to another speaker.)

Inquiries from speakers about matters not listed on the agenda will either be directed to the Staff, or placed on a future agenda for Council consideration. **See reverse side for additional rules.**

RULES FOR PUBLIC COMMENTS AT CITY COUNCIL MEETINGS

Public Comments/Regular and Consent Agendas: The City Council welcomes written and oral comments from the public at regular meetings. Individuals wishing to speak on matters posted on the regular or consent agendas must complete and submit a form to the City Council meeting attendant prior to the deadline set forth in the published agenda. Speakers will have one opportunity to speak during the allotted time period, and they must observe the three-minute time limit. Time cannot be transferred. When a speaker yields the floor, he/she waives any remaining time, but that remaining time does not get added to another speaker's time.

Written Comments / Handouts: Individuals may use the comment sheets provided at the City Council meeting prior to the deadline, which will be copied and distributed to the Council Members. An individual who wishes to submit other written material should submit 10 copies to the City Council meeting attendant for distribution to Council Members and senior staff.

Rules for Speakers:

1. Members of the public may address the City Council at the following times during a meeting:
    - During a public hearing on an agenda item.
    - During the Citizens Comment portion of the agenda.
    - During Work Session, Consent, or Regular Agenda items with the permission of the presiding officer.
2. Speakers must state their name and address for the record.
3. Speakers must address all comments and questions to the presiding officer.
4. Speakers must limit their comments to three minutes.
5. Speakers may not employ tactics of defamation, intimidation, personal affronts, profanity, or threats of violence.

Information

Agenda Item

Ordinance 1st Reading - City Secretary: Consider an ordinance ordering the 2022 Regular Municipal Election of the City of Lubbock to be held May 7, 2022.

Item Summary

The Lubbock City Council deems it to be in the best interest of the citizens of Lubbock to order a Regular City Election for electing municipal officers. The election is to be held May 7, 2022, pursuant to the Texas Election Code, the Lubbock City Charter, and City ordinances. Said election shall be for the purpose of electing the following officers of the City of Lubbock: Mayor (At Large), 2-year term; Council Members, Districts 1, 3, and 5, 4-year terms.

Fiscal Impact

$400,000 is appropriated in the Adopted FY 2021-22 Operating Budget for general, runoff, and any special elections this fiscal year.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Election Ordinance

Ex. A - Election Day Locations and Judges & Alternates

Ex. B - Early Voting Locations

Exhibit C - Notice of Election

ORDINANCE NO. _____

AN ORDINANCE ORDERING THE 2022 REGULAR MUNICIPAL ELECTION OF THE CITY OF LUBBOCK; INDICATING THOSE OFFICERS TO BE ELECTED; PROVIDING FOR AN ACCESSIBLE ELECTRONIC VOTING SYSTEM TO BE USED; ESTABLISHING POLLING PLACES; APPOINTING ELECTION JUDGES; ESTABLISHING HOURS FOR VOTING; ADOPTING THE SEALED BALLOT BOX PROCEDURE; PROVIDING FOR EARLY VOTING; DIRECTING THE CITY SECRETARY TO GIVE NOTICE OF THE REGULAR MUNICIPAL ELECTION OF THE CITY OF LUBBOCK; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interest of the citizens of the City of Lubbock to order a Regular City Election for the election of municipal officers to be held on **May 7, 2022**, pursuant to the Texas Election Code, the Lubbock City Charter and City ordinances; NOW THEREFORE:

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

SECTION 1. THAT the Regular City Municipal Election for the election of municipal officers of the City of Lubbock is hereby ordered to be conducted on **May 7, 2022**, under the applicable provisions of the Texas Election Code, the Lubbock City Charter and City ordinances.

SECTION 2. THAT said election shall be for the purpose of electing the following officers of the City of Lubbock:

MAYOR (AT LARGE)	2 YEAR TERM
COUNCIL MEMBER, DISTRICT 1	4 YEAR TERM
COUNCIL MEMBER, DISTRICT 3	4 YEAR TERM
COUNCIL MEMBER, DISTRICT 5	4 YEAR TERM

SECTION 3. THAT said City general election shall be held at the places in the City of Lubbock hereinafter designated as voting precincts and in the voting places designated in **Exhibit A** hereto. Voting places shall be open from 7:00 a.m. to 7:00 p.m., and all electors shall vote a ballot appropriate for the precinct of their residence at any Countywide Polling Place (Vote Center) shown on **Exhibit A**, as provided for in Section 43.007 of the Texas Election Code.

SECTION 4. THAT an accessible electronic voting system shall be used for this election, including early voting. At least one accessible voting device approved and certified by the Texas Secretary of State shall be provided in each polling place and in every polling location used to conduct said City general election. Said approved and certified accessible electronic voting system shall be supplied for said City general election by Lubbock County, acting by and through its Elections Administrator. The sealed ballot box procedure established by Subchapter C, Chapter 127, Texas Election Code, shall be used for this election.

SECTION 5. THAT the persons named in **Exhibit A** hereto are hereby appointed Judges and Alternate Judges to conduct said General City Election on **May 7, 2022**. In the event any named person is unable to serve for any reason, the City Secretary of the City of Lubbock is hereby authorized and directed to make such substitutions as may be required and to amend **Exhibit A** hereto as required. Each Presiding Judge so named is authorized to appoint the number of clerks authorized by the City Secretary of the City of Lubbock, which number shall not be less than two (2) clerks or more than six (6) clerks. The Alternate Judges shall serve as Presiding Judges in the event that the regularly appointed Presiding Judge is unable to serve. The Alternate Judges shall be appointed by the Presiding Judge to serve as one of the clerks in the event that the regularly appointed Presiding Judge conducts the election.

SECTION 6. THAT early voting by personal appearance shall commence on **April 25, 2022**, and end on **May 3, 2022**. Said early voting shall be conducted at the locations, days and hours indicated on **Exhibit B** hereto; and Early Voting Clerk shall be:

Roxzine Stinson
Official Mailing Address: Lubbock County Elections Administrator
P.O. Box 10536
Lubbock, TX 79408
Physical Address: Lubbock County Elections Administrator
1308 Crickets Avenue
Lubbock, TX 79408
E-mail Address: votelubbock@lubbockcounty.gov
Phone Number: (806)775-1338
Fax Number: (806)775-7980
Website Address: https://www.votelubbock.org/

SECTION 7. THAT the Mayor, assisted by the City Secretary, is hereby authorized and directed to give notice of the General City Election of municipal officers as required by law (*see* **Exhibit C** attached hereto).

SECTION 8. THAT the City Secretary of the City of Lubbock is hereby ordered to cause publication of this Ordinance ordering the General City election of municipal officers in a newspaper of general circulation at least once no earlier than the 30th day nor later than the 10th day before election day. In addition, a copy of this Ordinance shall be posted not later than the 21st day before election day on the bulletin board used for posting notices of meetings of the governing body and a notice of consolidation shall be posted prior to the day of the election at any polling places not consolidated at the last previous election, which notice shall indicate the precinct of consolidation and the location of the new polling place.

SECTION 9. THAT the City Secretary shall serve a duly certified copy of this Ordinance and the Election Notice upon each of the Presiding Judges named in **Exhibit A** not later than the 7th day after the signing of this Ordinance or the 15th day before Election Day, whichever is later. In addition, the City Secretary shall deliver a certified copy of this

Ordinance and the Election Notice on the County Clerk not later than the 60th day before election day.

SECTION 10. THAT this Ordinance shall become effective upon final passage by the City Council of the City of Lubbock.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____, 2022.

Passed by the City Council on second reading on _____, 2022.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Rebecca Garza, City Secretary

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

ccdocs/Election Ordinance May 2022 (1.3.22)

May 7, 2022 Cities and Schools General and Special Elections

(Elecciones General y Especial de Ciudades y Escuelas el 7 de mayo de 2022)

Election Day Vote Center Locations

(Lugares de Centros de Votación)

Saturday, May 7, 2022

(Sábado, 7 de mayo de 2022)

7:00 A.M. – 7:00 P.M.

*****American Sign Language Interpreters available ***Intérpretes de Lenguaje de Señas disponible**

Abernathy City Hall – 811 Avenue D (Community Room), Abernathy, 79311
(Municipalidad de Abernathy – 811 avenida D, salón comunitario, Abernathy) **Bacon Heights Baptist Church – 5110 54th St (2 Commons Room), Lubbock, 79414** *(Iglesia Bautista Bacon Heights – 5110 calle 54, salón comunal 2)*
Broadview Baptist Church – 1302 N Frankford Ave (Fellowship Hall), Lubbock, 79416
(Iglesia Bautista Broadview – 1302 avenida Frankford Norte, sala de compañerismo)
Broadway Church of Christ – 1924 Broadway (Foyer) Lubbock, 79401
(Iglesia de Cristo Broadway – 1924 calle Broadway, vestíbulo)
Byron Martin ATC – 3201 Avenue Q (Entry Hall), Lubbock, 79411***
*(Byron Martin ATC – 3201 avenida Q, vestíbulo de entrada) ****
Calvary Baptist Church – 5301 82nd St (Mall Area), Lubbock, 79424***
*(Iglesia Bautista Calvario – 5301 calle 82, área de la plaza) ****
Carmona-Harrison Elementary – 1910 Cesar E. Chavez Drive (Fitness Room), Lubbock, 79415
(Escuela Primaria Carmona-Harrison – 1910 avenida Cesar E. Chavez, sala de fitness)
Casey Administration Building – 501 7th St (Room No. 104), Wolfforth, 79382
(Edificio de Administración Casey – 501 calle 7, salón núm. 104, Wolfforth)
Catholic Diocese of Lubbock – 4620 4th St (Archbishop Michael J Sheehan Hall), Lubbock, 79416
(Diócesis Católica de Lubbock – 4620 calle 4, salón del Arzobispo Michael J Sheehan)
Cavazos Middle School – 210 N University Ave (Gym), Lubbock, 79415
(Escuela Intermedia Cavazos – 210 avenida Universidad Norte, gimnasio)
Celebration Christian Center – 8001 Upland Ave (Sanctuary), Lubbock, 79424
(Centro Cristiano de Celebración – 8001 avenida Upland, santuario)
Church on the Rock – 10503 Slide Rd (Café Area), Lubbock, 79424
(Iglesia Sobre la Roca – 10503 Camino Slide, área del café)
Copper Rawlings Senior Center – 213 40th St (Social Hall), Lubbock, 79404
(Centro para personas mayores de Copper Rawlings – 213 calle 40, salón social)
Elks Lodge No. 1348 – 3409 Milwaukee Ave (Lodge Hall), Lubbock, 79407
(Elks Lodge Núm. 1348 – 3409 avenida Milwaukee, vestíbulo)
First Assembly of God Church – 3801 98th St (Classroom), Lubbock, 79423
(Primera Iglesia Asambleas de Dios – 3801 calle 98, salón de clase)
Green Lawn Church of Christ – 5701 19th St (Entry Hall), Lubbock, 79407
(Iglesia de Cristo Green Lawn – 5701 calle 19, vestíbulo de entrada)
Heritage Middle School – 6110 73rd St (Library), Lubbock, 79424
(*Escuela Intermedio Heritage – 6110 calle 73, biblioteca*)

Hodges Community Center – 4011 University Ave (Social Hall), Lubbock, 79413
(Centro Social Hodges – 4011 avenida Universidad, salón social)
Idalou Community Center – 202 W 7th St, Idalou, 79329
(Centro Social de Idalou – 202 calle 7 oeste, Idalou)
Lubbock – Cooper Middle School (Conference Room) –16310 TX-493, Lubbock, 79423
(Escuela secundaria Lubbock-Cooper Middle School - 16310 TX-493, sala de conferencias)
Lubbock-Cooper North Elementary School – 3202 108th St (Gym), Lubbock, 79423
(Escuela Primaria Lubbock-Cooper North – 3202 calle 108, gimnasio)
Mae Simmons Community Center – 2004 Oak Ave (Activity Room), Lubbock, 79403
(Centro Social Mae Simmons – 2004 avenida Oak, salón de actividades)
Maggie Trejo Supercenter – 3200 Amherst Street (Rodgers Community Center Social Hall), Lubbock, 79415
(Supercentro Maggie Trejo – 3200 calle Amherst, salon social del Centro comunitario Rodgers)
Mattress Firm – 6707 Slide Rd (Breakroom), Lubbock, 79424
(Mattress Firm – 6707 camino Slide, salón de descanso)
New Deal Community Clubhouse – 309 S Monroe Ave, New Deal, 79350
(Centro Social de New Deal – 309 avenida Monroe sur, New Deal)
Parsons Elementary School – 2811 58th St (Gym), Lubbock, 79413
(Escuela Primaria Parsons – 2811 calle 58, gimnasio)
Patterson Library – 1836 Parkway Dr (Community Room), Lubbock, 79403
(Biblioteca Patterson – 1836 avenida Parkway, salón comunitario)
Ransom Canyon City Hall – 24 Lee Kitchens Dr, Ransom Canyon, 79366
(Oficina Municipal de Ransom Canyon – 24 calle Lee Kitchens Dr, Ransom Canyon)
Roberts Elementary School – 7901 Avenue P (Gym), Lubbock, 79423
(Escuela Primaria Roberts – 7901 avenida P, gimnasio)
Roscoe Wilson Elementary School – 2807 25th St (Gym), Lubbock, 79410
(Escuela Primaria Roscoe Wilson – 2807 calle 25, gimnasio)
Shallowater Community Center – 902 Avenue H, Shallowater, 79363
(Centro Social de Shallowater – 902 avenida H, Shallowater)
Slaton Community Clubhouse – 750 W Garza St, Slaton, 79364
(Centro Comunitario de Slaton, 750 calle Garza oeste, Slaton)
South Plains Church of Christ – 6802 Elkhart Ave (Gym Area), Lubbock, 79424
(Iglesia de Cristo South Plains – 6802 avenida Elkhart, área del gimnasio)
Sunset Church of Christ, (Powerhouse) – 3625 34th St, Lubbock, 79410
(Iglesia de Cristo Sunset, powerhouse – 3625 calle 34)
Sutherlands HomeBase – 3701 50th St (Near Lighting Section), Lubbock, 79413
(Sutherlands HomeBase – 3701 calle 50, cerca de la sección de iluminación
Terra Vista Middle School – 1111 Upland Ave (Library), Lubbock, 79416
(Escuela Intermedia Terra Vista – 1111 avenida Upland, biblioteca)
Texas Tech University Student Union Building – 15th street and Akron Avenue –Student Union Building, Lubbock, 79409
(Edificio de la Unión de Estudiantes de la Universidad Texas Tech - calle 15 y avenida Akron)

Exhibit A *(Anexo A)*

ELECTION DAY CENTER LOCATIONS WITH WORKERS

7:00 a.m. to 7:00 p.m.

ABERNATHY CITY HALL, 811 Avenue D, Abernathy	
Judge	Jan Denzer
Alternate Judge	

BACON HEIGHTS BAPTIST CHURCH, 5110 54th St	
Judge	Mel Sanchez
Alternate Judge	Alicia Parra

BROADVIEW BAPTIST CHURCH, 1302 N Frankford Ave	
Judge	Deborah Minnick
Alternate Judge	

BROADWAY CHURCH OF CHRIST	
Judge	Beth Bender
Alternate Judge	Ellen Abreo

BYRON MARTIN ATC, 3201 Avenue Q	
Judge	Brenda Davis
Alternate Judge	Charla Harrison

CALVARY BAPTIST CHURCH, 5301 82nd St	
Judge	Tina Overman
Alternate Judge	Mona Mojica

CARMONA-HARRISON ELEMENTARY	
Judge	Delmira Lopez
Alternate Judge	

CASEY ADMINISTRATION BUILDING - 501 7th Street, Wolfforth	
Judge	Randy Whitson
Alternate Judge	Hilda Griffin

CATHOLIC DIOCESE - 4620 4th Street	
Judge	Delia Garcia
Alternate Judge	Sandy Howard

CAVAZOS MIDDLE SCHOOL, 210 N University Ave	
Judge	Penny Morin
Alternate Judge	Charly Boley

CELEBRATION CHRISTIAN CENTER, 8001 Upland Ave	
Judge	Lynn Acton
Alternate Judge	

CHURCH ON THE ROCK, 10503 Slide Rd	
Judge	Tina Mendez
Alternate Judge	Ortencia Saldivar

COPPER RAWLINGS SENIOR CENTER	
Judge	Jayme Mowery
Alternate Judge	Robert Chapman

ELKS LODGE NO. 1348, 3409 Milwaukee Ave	
Judge	Victor Griffin
Alternate Judge	Davy Davison

FIRST ASSEMBLY OF GOD CHURCH, 3801 98th St	
Judge	Julia Soccio
Alternate Judge	Cindy Stinson

GREEN LAWN CHURCH OF CHRIST, 5701 19th St	
Judge	Sheila Hall
Alternate Judge	Gloria Reyes

HERITAGE MIDDLE SCHOOL - 6110 73rd Street	
Judge	Jim Brown

Alternate Judge	

HODGES COMMUNITY CENTER, 4011 University Avenue Lubbock, TX 79413	
Judge	Christina Hughes
Alternate Judge	Daniel Lewis

IDALOU COMMUNITY CENTER, 202 W 7th St Idalou, TX 79329	
Judge	Eddie Nathan Payne
Alternate Judge	

LUBBOCK-COOPER NORTH ELEMENTARY, 3202 108th St Lubbock, TX 79423	
Judge	Penny Pierce
Alternate Judge	

LUBBOCK COOPER PERFORMING ARTS CENTER (PAC), 910 Woodrow Rd Lubbock, TX 79423	
Judge	Justin Lopez
Alternate Judge	

MAE SIMMONS COMMUNITY CENTER, 2004 Oak Ave Lubbock, TX 79403	
Judge	Mark Moore
Alternate Judge	Debbie Christenson

MAGGIE TREJO SUPERCENTER, 3200 Amherst St Lubbock, TX 79424	
Judge	
Alternate Judge	

MATTRESS FIRM, 6707 Slide Rd Lubbock, TX 79424	
Judge	Lela Tackitt
Alternate Judge	Joann Vandergriff

NEW DEAL COMMUNITY CLUBHOUSE, 309 S Monroe Ave New Deal, TX 79350	
Judge	Nancy Obenhaus
Alternate Judge	Barbara St Croix

PARSONS ELEMENTARY, 2811 58th St Lubbock, TX 79413	
Judge	Janet Stephens
Alternate Judge	Mark Sanders

PATTERSON LIBRARY, 1836 Parkway Dr Lubbock, TX 79403	
Judge	Connie Adams
Alternate Judge	

RANSOM CANYON CITY HALL, 24 Lee Kitchens Dr Ransom Canyon, TX 79366	
Judge	
Alternate Judge	

ROBERTS ELEMENTARY, 7901 Avenue P Lubbock, TX 79423	
Judge	Melanie Barnes
Alternate Judge	

ROSCOE WILSON ELEMENTARY, 2807 25th St Lubbock, TX 79410	
Judge	Hedy Coffman
Alternate Judge	

SHALLOWATER COMMUNITY CENTER, 902 Avenue H Shallowater, TX 79363	
Judge	Robert Hobgood
Alternate Judge	Jenny Bustillos

SLATON COMMUNITY CLUBHOUSE, 750 W Garza St Slaton, TX 79364	
Judge	Glenn Mullins
Alternate Judge	Diana Stubblefield

SOUTH PLAINS CHURCH OF CHRIST, 6802 Elkhart Ave Lubbock, TX 79424	
Judge	Megan Taylor
Alternate Judge	Mary Ann Waymack

SUNSET CHURCH OF CHRIST, Powerhouse, 3651 34th St Lubbock, TX 79410	
Judge	Lisa Hiracheta
Alternate Judge	Ramona Mathis-Phillips

SUTHERLANDS HOME BASE	
Judge	Sharon Kirkwood
Alternate Judge	Remington Griffin

TERRA VISTA MIDDLE SCHOOL, 1111 Upland Ave. Lubbock, TX 79416	
Judge	Judy Curry
Alternate Judge	Betty Zamora

TTU STUDENT UNION BUILDING, 15th St and Akron Ave Lubbock TX 79409	
Judge	Rachel Buck
Alternate Judge	Sarah Looten

May 7, 2022 Cities and Schools General and Special Elections

(Elecciones General y Especial de Ciudades y Escuelas el 7 de mayo de 2022)

NOTICE OF EARLY VOTING

AVISO DE VOTACIÓN ANTICIPADA

Early Voting by personal appearance for the May 7, 2022
Cities and Schools General and Special Elections
ALL EARLY POLLING LOCATIONS ON THE DATES, TIMES, AND LOCATIONS LISTED BELOW:
Votación Adelantada para las Elecciones General y Especial de Ciudades y Escuelas el 7 de mayo, 2022 serán conducidas en LAS FECHAS, HORARIOS Y SITIOS LISTADOS ABAJO:

EARLY VOTING DATES: Monday, April 25 – Tuesday, May 3, 2022
(Fechas de Votación Adelantada: lunes, 25 de abril– martes, 3 de mayo del 2022)

Main Early Voting Polling Place
Lugar principal de la votación anticipada

Lubbock County Elections Office
Oficina de Elecciones del Condado de Lubbock
1308 Crickets Ave, Lubbock, TX 79401
1308 avenida Crickets
Room: Public Room
Sala: *salón público*

Dates: Mon, April 25 – Tues, May 3
Fechas: lunes, 25 de abril - martes, 3 de mayo

Times: 8:00 AM - 8:00 PM
horas:

EXCEPT Sunday, May 1
MENOS el domingo, 1 de mayo

1:00 PM - 7:00 PM

****

Early Voting Branch Polling Places

****

United Supermarkets
All Locations listed below:

United - 2630 Parkway Dr., Lubbock, TX 79403 *(Parkway & Beech Ave)*

United - 401 Slide Road, Lubbock, TX 79416 *(4th & Slide)*

United - 6313 4th St., Lubbock, TX 79416 *(4th & Milwaukee)*

United - 1701 50th St., Lubbock, TX 79412 *(50th & Avenue Q)*

United - 2703 82nd St., Lubbock, TX 79423 *(82nd & Boston Ave)*

United - 8010 Frankford Ave., Lubbock, TX 79424 (*82nd & Frankford)*

United - 12815 Indiana Ave., Lubbock, TX 79423 *(130th & Indiana)*

United - 11310 Slide Rd, Lubbock, TX 79424 *(114th & Slide)*

Amigos - 112 N University Ave., Lubbock, TX 79415 *(University & Auburn)*

Market Street - 4425 19th St., Lubbock, TX 79407 *(19th & Quaker)*

Market Street - 3405 50th St., Lubbock, TX 79413 *(50th & Indiana)*

Market Street - 4205 98th St., Lubbock, TX 79423 *(98th & Quaker)*

Dates: Mon, April 25 – Tues, May 3
Fechas: lunes, 25 de abril - martes, 3 de mayo

Times: 8:00 AM - 8:00 PM
horas:

EXCEPT Sunday, May 1
MENOS el domingo, 1 de mayo

1:00 PM - 7:00 PM

Abernathy City Hall
Municipalidad de Abernathy

811 Avenue D, Abernathy
811 avenida D
Room: Community Room
Sala: Salón comunitario
Abernathy, TX 79311

Dates: Mon, April 25 – Tues, May 3
Fechas: lunes, 25 de abril - martes, 3 de mayo

Times: 8:00 AM - 8:00 PM
horas:

EXCEPT Sunday, May 1
MENOS el domingo, 1 de mayo
1:00 PM - 7:00 PM

Casey Administration Building
Edificio de Administración Casey

501 7th Street, Wolfforth
501 calle 7
Room: Room No. 104
Sala: Salón No. 104
Wolfforth, TX 79382

Dates: Mon, April 25 – Tues, May 3
Fechas: lunes, 25 de abril - martes, 3 de mayo

Times: 8:00 AM - 8:00 PM
horas:

EXCEPT Sunday, May 1
MENOS el domingo, 1 de mayo
1:00 PM - 7:00 PM

Citizens Tower
Citizens Tower

1314 Avenue K (1st Floor) Lubbock, TX 79401
1314 avenida k
Room: Lobby
Sala: vestíbulo

Dates: Mon, April 25 – Tues, May 3
Fechas: lunes, 25 de abril - martes, 3 de mayo

Times: 8:00 AM - 5:00 PM
horas:

Closed Saturday and Sunday

Idalou Community Center
Centro de Comunidad Idalou

202 W. 7th Street, Idalou
202 calle 7 oeste
Room: Community Room
Sala: Salón comunitario
Idalou, TX 79329

Dates: Mon, April 25 – Tues, May 3
Fechas: lunes, 25 de abril - martes, 3 de mayo

Times: 8:00 AM - 8:00 PM
horas:

EXCEPT Sunday, May 1
MENOS el domingo, 1 de mayo
1:00 PM - 7:00 PM

Lubbock ISD Administration Office
Officina de Administratíon de Lubbock ISD

1628 19th Street, Lubbock, TX 79401
1628 calle 19
Room: Breezeway
Sala: Breezeway

Dates: Mon, April 25 – Tues, May 3
Fechas: lunes, 25 de abril - martes, 3 de mayo

Times: 8:00 AM - 5:00 PM
horas:

Closed Saturday and Sunday

New Deal Community Clubhouse
Centro Social de New Deal

309 S. Monroe Avenue, New Deal
309 avenida Monroe sur
Room: Community Room
Sala: Salón comunitario
New Deal, TX 79350

Dates: Mon, April 25 – Tues, May 3
Fechas: lunes, 25 de abril - martes, 3 de mayo

Times: 8:00 AM - 8:00 PM
horas:

EXCEPT Sunday, May 1
MENOS el domingo, 1 de mayo
1:00 PM - 7:00 PM

Ransom Canyon City Hall
Oficina Municipal de Ransom Canyon

24 Lee Kitchens Dr
24 calle Lee Kitchens Dr
Room:
Sala:

Dates: Mon, April 25 – Tues, May 3
Fechas: lunes, 25 de abril - martes, 3 de mayo

Times: 8:00 AM - 5:00 PM
horas:

EXCEPT Sunday, May 1
MENOS el domingo, 1 de mayo
1:00 PM - 7:00 PM

Shallowater Community Center
Centro de Comunidad Shallowater

900 Avenue H, Shallowater
900 avenida H
Room: Community Room
Sala: Salón comunitario

Shallowater, TX 79363

Dates: Mon, April 25 – Tues, May 3
Fechas: lunes, 25 de abril - martes, 3 de mayo

Times: 8:00 AM - 8:00 PM
horas:

EXCEPT Sunday, May 1
MENOS el domingo, 1 de mayo

1:00 PM - 7:00 PM

Slaton Community Clubhouse
Centro Comunitario de Slaton

750 W Garza St, Slaton
750 calle Garza oeste
Room: Community Room
Sala: Salón comunitario

Slaton, TX 79364

Dates: Mon, April 25 – Tues, May 3
Fechas: lunes, 25 de abril - martes, 3 de mayo

Times: 8:00 AM - 8:00 PM
horas:

EXCEPT Sunday, May 1
MENOS el domingo, 1 de mayo

1:00 PM - 7:00 PM

Texas Tech University Student Recreation Center
Universidad de Texas Tech Centro de Recreación para Estudiantes

Texas Tech Campus
Campus de Texas Tech
3219 Main Street, Lubbock, TX 79409
3219 calle Main

Lubbock, TX 79409

Dates: Mon, April 25 – Tues, May 3
Fechas: lunes, 25 de abril - martes, 3 de mayo

Times: 8:00 AM - 8:00 PM
horas:

EXCEPT Sunday, May 1
MENOS el domingo, 1 de mayo

1:00 PM - 7:00 PM

Exhibit C (Anexo C)

NOTICE OF GENERAL ELECTION *(AVISO DE ELECCIÓN GENERAL)*
CITY OF LUBBOCK 2022 REGULAR MUNICIPAL ELECTION
(ELECCIÓN REGULAR MUNICIPAL 2022, DE LA CIUDAD DE LUBBOCK)

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., on **May 7, 2022,** for voting in a general election to elect: *(Notifiquese, por las presente, que las casillas electorales sitados abajo se abrirán desde las 7:00 a.m. hasta las 7:00 p.m. el 7* ***de mayo de 2022*** *para votar en la Elección General pàra elegir:)*

MAYOR - AT LARGE *ALCALDE - SIN LIMITACIONES*	2 YEAR TERM *(2 AÑOS)*
COUNCIL MEMBER, DISTRICT 1 *CONCEJAL MUNICIPAL, DISTRITO 1*	4 YEAR TERM *(4 AÑOS)*
COUNCIL MEMBER, DISTRICT 3 *CONCEJAL MUNICIPAL, DISTRITO 3*	4 YEAR TERM *(4 AÑOS)*
COUNCIL MEMBER, DISTRICT 5 *CONCEJAL MUNICIPAL, DISTRITO 5*	4 YEAR TERM *(4 AÑOS)*

Voting by personal appearance will be conducted on Election Day at: *(La votación en persona,el dia de Elección, se llevará a cabo en)*

See **Exhibit A** *(Vea* ***Anexo A)***

Early voting by personal appearance will be conducted at: *(La votación adelantada en persona se llevará a cabo en)*

See **Exhibit B** *(Vea* ***Anexo B)***

Applications for ballot by mail shall be mailed to: *(Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:)*

Early Voting Clerk *(Secretario para la Votación Adelantada)*
Roxzine Stinson
Official Mailing Address: Lubbock County Elections Administrator
P.O. Box 10536, Lubbock, Texas 79408
Physical Address: Lubbock County Elections Administrator
1308 Crickets Avenue
Lubbock, TX 79408
E-mail Address: votelubbock@lubbockcounty.gov
Phone Number: (806) 775-1339
Fax Number: (806) 775-7980
Website Address: https://www.votelubbock.org/

Issued this the 25th day of January, 2022.
(Emitada este día 25 de enero, 2022.)

_____
DANIEL M. POPE, MAYOR *(Alcalde)*

ATTEST:

_____
Rebecca Garza, City Secretary *(Secretario Municipal)*

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney *(Asesora Legal Municipal Adjunto)*

Information

Agenda Item

Resolution - City Secretary: Consider a resolution adopting a voting system for use in any one or more elections ordered by the City of Lubbock at all Early Voting and Election Day polling locations in Lubbock County.

Item Summary

The City of Lubbock contracts with the County of Lubbock to conduct its elections. Lubbock County uses Hart Voting Systems Intercivic Verity Voting 2.4 system from Hart Intercivic. Per Chapter 123, Subchapter A, of the Texas Election Code, the City Council must adopt a voting system for use in any one or more elections ordered by the City of Lubbock. The adoption of a voting system may be modified or repealed at any time by the City Council. This provides for the City of Lubbock, the body responsible for contracting to have elections conducted on behalf of the City of Lubbock, to adopt the Hart Voting Systems Intercivic Verity Voting 2.4.

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Resolution

RESOLUTION

WHERAS, the City of Lubbock contracts with the County of Lubbock to conduct its elections.

WHEREAS, Lubbock County Office of Elections will utilize the Hart Intercivic Verity Voting 2.4 system to conduct elections on behalf of the City of Lubbock; and

WHEREAS, the Hart Intercivic Verity Voting 2.4 system has been certified by both the Texas Secretary of State and the United States Election Assistance Commission; NOW, THEREFORE:

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

THAT the City of Lubbock, the body responsible for contracting to have elections conducted on behalf of the City of Lubbock ADOPTS the Hart Intercivic Verity Voting System 2.4 for use in elections in Lubbock County; and

THAT the City of Lubbock adopts the Hart Intercivic Verity Voting System 2.4 to be used at all early voting and election-day polling locations in Lubbock County.

Passed by the City Council on the ____ day of _____, 2022.

_____

DANIEL M. POPE, MAYOR

ATTEST:

_____

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____

Rebecca Garza, City Secretary

APPROVED AS TO FORM:

_____

Amy L. Sims, Deputy City Attorney

Information

Agenda Item

Resolution - City Secretary: Consider a resolution authorizing a joint election with other eligible governmental units in Lubbock County, and authorizing the Mayor to execute a contract for services with Lubbock County and the eligible governmental units for said joint election(s), through December 31, 2022.

Item Summary

Chapter 271 of the Texas Election Code provides for joint elections when an election is required upon the same day by two or more political subdivisions occupying all or a part of the same territory; and the City of Lubbock desires to contract with the Lubbock County election officer for election services for City elections. Other local political subdivisions within Lubbock County are also conducting elections on the same day and are also contracting with the Lubbock County election officer for election services.

Fiscal Impact

$400,000 is appropriated in the Adopted FY 2021-22 Operating Budget for general, runoff, and any special elections this fiscal year.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Resolution
Elections Contract
Contract Ex. A - Services
Contract Ex. B - ED Locations
Contract Ex. C - EV Locations
Contract Ex. D -Personnel Agency Pay Rates

RESOLUTION

WHEREAS, Chapter 31, Subchapter D, of the Texas Election Code authorizes the County's election officer to contract with the governing body of a political subdivision for joint election services in an election ordered by the political subdivision; and

WHEREAS, Chapter 271 of the Texas Election Code provides for joint elections when an election is required upon the same day by two (2) or more political subdivisions occupying all or a part of the same territory; and

WHEREAS, the City of Lubbock desires to contract with the Lubbock County election officer for election services for City elections; and

WHEREAS, several other political subdivisions within Lubbock County also are conducting elections on the same day and are also contracting with the Lubbock County election official for election services; and

WHEREAS, the City of Lubbock desires to conduct joint elections whenever possible with Lubbock County or with such governmental units of Lubbock County as are eligible and desire to conduct a joint election with the City of Lubbock as expressed by order, resolution or other official action for each particular uniform election date during the term of the contract; NOW THEREFORE:

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

THAT the City Council of the City of Lubbock hereby authorizes and directs the Mayor to execute the attached Contract for Election Services and any associated documents with Lubbock County for election services through **December 31, 2022**. Said Contract is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the City Council; and

THAT "associated documents" include the Appointment of Bilingual Election Clerks and the list of Judges and Alternate Judges for Election Day, **May 7, 2022**.

THAT the said Contract for Elections Services shall be deemed a joint election agreement authorized by this Resolution with Lubbock County and those governmental units within Lubbock County that have executed a similar Contract for Election Services; that occupy all or part of the same territory as the City of Lubbock; that are conducting elections on the same uniform election dates; and that desire and are eligible to conduct a joint election with the City of Lubbock; and

THAT the use of Countywide Polling Places (Vote Centers) is hereby authorized for elections held on the uniform election date and any associated run-off elections, in accordance with State law; and

THAT the City Secretary is hereby authorized and directed to make any necessary changes to the Election Notice/Order exhibits or otherwise to take such actions as may be necessary to carry out the purposes of this Resolution.

Passed by the City Council this _____ day of _____, 2022.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Rebecca Garza, City Secretary

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

CONTRACT FOR ELECTION SERVICES WITH LUBBOCK COUNTY, TEXAS FOR ALL JOINT ELECTIONS IN CALENDAR YEAR 2022

THIS CONTRACT made by and between LUBBOCK COUNTY, TEXAS, acting by and through Roxzine Stinson, in her capacity as Lubbock County Elections Administrator, hereinafter referred to as "The Elections Administrator" (who has been duly qualified and bonded as provided for under law) and **City of Lubbock**, a governmental entity organized under the laws of the State of Texas, hereinafter referred to as the "Entity" and by the authority of Section 31.092(a) of the Texas Election Code for the conduct and supervision of the Entity's elections called during the Entity's Calendar Year 2022. The Entity joins with any such other governmental units as are eligible and desire to conduct a joint election, as may be expressed by order, resolution or other official action of each of the governmental units. In the case of an Entity which is a school district, a joint election will be conducted with one or more municipalities, and/or with Lubbock County, Texas, in compliance with the requirements for school districts set forth in Chapter 11, Subchapter C, Section 11.01, of the Texas Education Code.

RECITALS

Any elections held by the entity will be at the expense of the entity. In the case of joint elections, common expenses will be divided between the parties on a *pro rata* basis, calculated using the number of registered voters in each entity's jurisdiction.

The election precincts of the Entity, which lie within the jurisdictional limits of Lubbock County (the "County"), have been established and may be re-established by the Entity as its election precincts pursuant to Section 42.061 of the Texas Election Code.

The County owns the Hart InterCivic Verity 2.4 Electronic Voting system which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and the Entity desires to use the County's electronic voting system in its election and to compensate the County for such use.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, **IT IS AGREED** as follows:

I. ADMINISTRATION

The Lubbock County Elections Administrator shall assist, coordinate, supervise, and handle all aspects of administering the election as provided in this Contract in a manner consistent with all relevant law, codes, rules and regulations, including, without limitations, those functions set forth in

Exhibit A. The Entity agrees to pay the Lubbock County Elections Administrator for equipment, supplies, services, and administrative costs as provided in this Contract. The Lubbock County Elections Administrator shall serve as the administrator for the election; however, the Entity shall remain responsible for the lawful conduct of its election as regards those functions reserved to the Entity set forth in **Exhibit A**, as regards such additional administrative functions as the Entity may otherwise undertake to perform, and any functions which cannot be lawfully delegated to the Lubbock County Elections Administrator. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Entity; however, it shall be the responsibility of the Entity to obtain whatever legal opinion(s) it deems necessary, from the Entity's chosen legal counsel and at the Entity's sole cost and expense. The Lubbock County Elections Administrator will not provide legal advice to the Entity.

II. LEGAL DOCUMENTS

The Entity shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or its governing bodies.

Preparation of the necessary bilingual materials for notices and the language of the official ballot shall also be the responsibility of the Entity; however, the Lubbock County Elections Administrator will provide assistance if requested. The Entity shall provide a copy of its election order and notice to the Lubbock County Elections Administrator no later than eighty (80) days prior to Election Day.

III. VOTING LOCATIONS

It is agreed that Election Day voting shall be held at the locations shown in the Election Order and Notice duly adopted by the Entity and in Exhibit B. In the event that any of these voting locations are not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Entity and at the Entity's expense.

This Contract shall be deemed an agreement for a joint election with other governmental units in Lubbock County holding an election on the same day in all or part of the same territory and whose governing bodies have authorized said joint election by order, resolution, or other official action.

IV. ELECTION JUDGES, CLERKS AND OTHER ELECTION PERSONNEL

Lubbock County shall be responsible, on behalf of the Entity, for the initial selection of the presiding election judges and alternate election judges for the Entity's election. The Elections

Administrator shall provide to the Entity a list of presiding judges and alternate judges for its election who shall be appointed by the Entity as required by law.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to ensure that all election judges appointed for the Entity's election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for the presiding election judges to pick-up their election supplies. Each presiding election judge will be sent a letter (not later than the 15th day before election day, as required by Section 4.007 of the Texas Election Code) by the Elections Administrator notifying him/ her of his/her appointment, the time and location of distribution of election supplies, and the number of election clerks that the presiding judge may appoint, including the required number of bilingual clerks.

The Entity will be charged $13.00 an hour for each hour worked by the Presiding Election Judge and $11.00 an hour for each hour worked by each Alternate Judge and Election Clerk. The Entity will be charged an additional $25.00 flat rate compensation to each Election Judge for returning the supplies and the Judge's Verity 2.4 Controller to the Central Counting Station after the polls close on Election Day. The Entity will be charged $14.00 per hour for each hour worked by the Phone Bank Technical Assistant, $13.00 per hour for each hour worked by the Phone Bank Elections Assistant, and $12.00 per hour for each hour worked by the Phone Bank Public Assistant. The Entity will be charged $15.00 per hour for each hour worked by each Troubleshooter, plus $.585 for each mile traveled by each Troubleshooter as per the IRS 2022 Journal of Accountancy.

The Entity will be charged $13.00 per hour for each hour worked by each Deputy Early Voting Clerk (Lead Clerk). The Entity will be charged $11.00 per hour for each hour worked by each Deputy Early Voting Alternate Lead Clerk and Clerks. The Entity will be charged $14.00 per hour for each hour worked by the Phone Bank Technical Assistant, $13.00 per hour for each hour worked by the Phone Bank Elections Assistant, and $12.00 per hour for each hour worked by the Phone Bank Public Assistant. The Entity will be charged $15.00 per hour for each hour worked by each Early Voting Troubleshooter, plus $.585 for each mile traveled by each Early Voting Troubleshooter as per the IRS 2022 Journal of Accountancy.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. The Entity will be charged $13.00 per hour for each hour worked by the Early Voting Ballot Board Judge and $11.00 per hour for each hour worked by the Early Voting Ballot Board Alternate Judge and Clerks. The Entity will be charged $13.00 per hour for each hour worked by the Central Count Judge and $11.00 per hour for each hour worked by the Central Count Alternate Judge. The Entity will be billed $12.00 per hour for each hour worked by part-time personnel working in support of the Central Counting Station on

election night. Part-time personnel working in support of the Central Counting Station on election night will receive pay for at least four hours, minimum call for service, regardless of the actual hours worked.

The Entity will be charged $9.00 for each hour of training for all election workers (including Judges, Alternate Judges, Clerks, Phone Bank Operators and Troubleshooters.) The Entity will be charged for temporary personnel employed to conduct training classes at an hourly rate of $13.00 per hour for each hour worked by the Lead Trainer and a lesser rate of $12.00 per hour for each hour worked by the Assistant Trainers.

The Entity will be charged a time-and-half rate based on the hourly rate of all election workers/temporary workers employed in the positions specified above for any overtime worked in connection with any election covered under this Contract.

The Entity will be charged a time-and-half rate based on the hourly rate of Lubbock County employees for any overtime worked to deliver, set up and pickup voting equipment, as well as the Logic and Accuracy Testing. The Entity will also be charged mileage at a rate, as set by Lubbock County Commissioners, for Lubbock County employees who must use their personal vehicles to deliver, set up and pickup voting equipment and supplies.

It is agreed by the Entity that at all times and for all purposes hereunder, all election judges, clerks, and all other employees involved in this election are independent Contractors and are not employees or agents of Lubbock County or the Entity. No statement contained in this Contract shall be construed so as to find any judge, clerk, or any other election personnel to be an employee or agent of the County or the Entity, and all election personnel shall be entitled to none of the rights, privileges, or benefits of County employees or Entity employees except as otherwise may be stated herein, nor shall any election personnel hold himself out as an employee or agent of the County or the Entity, unless considered a County or Entity employee as determined by the policies of Lubbock County or the Entity.

The hourly rates for the above listed categories of contractors and election workers will be determined following the conclusion of the current solicitation for temporary election workers, a process currently being completed by Lubbock County consistent with the provisions of the Texas Government Code. The price list for the provision of these services consistent with Texas Election Code Sections 271 and 31.100 is attached as **Exhibit D**.

V. SUPPLIES AND PRINTING

The Elections Administrator shall arrange for the use of the direct recording electronic voting machines and supporting supplies and equipment and all other election supplies and related printing including, but not limited to, official ballots, sample ballots, ballot boxes, voter registration lists, and all forms, signs, maps, and other materials used by the election workers at the Early Voting and

Election Day voting locations.

The Entity shall furnish to the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the names or proposition(s) are to appear on the official ballot (including bilingual titles and text). This list shall be delivered to the Elections Administrator as soon as possible after the Entity has determined ballot positions. The Entity shall be responsible for proofreading and approving the official ballot before printing as well as approving the ballot screen prompts and audio recordings for the Direct Recording Electronic voting devices in both English and Spanish.

VI. EARLY VOTING

The Entity agrees that the Election Administrator shall serve as the Early Voting Clerk in accordance with Section 31.097 of the Texas Election Code and agrees to designate the Office of the Elections Administrator, 1308 Crickets, Lubbock Texas, as the main Early Voting polling location. The Entity also agrees that the Elections Administrator's permanent county employees, during regular office hours, shall serve as deputy early voting clerks who shall serve without additional compensation; and that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary.

It is agreed that Early Voting by personal appearance will be held at the locations, times and days shown in **Exhibit C** In the event that any of these voting locations are not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Entity and at the Entity's expense.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Entity shall be forwarded immediately to the Elections Administrator for processing.

The Elections Administrator shall provide the Entity with a copy of the early voting report of how many voters checked-in at the polls on a daily basis and a cumulative final early voting report following the election. The Entity will be responsible for releasing any early voting report numbers to Officials of the Entity. The Entity will also be responsible for releasing early voting report numbers to the general public and candidates of the Entity, if requested. The Elections Administrator will be responsible to release the number of people who check-in at the polls each day of early voting to the media. The Elections Administrator will be responsible for posting the daily early voting rosters in person and by mail pursuant to Section 87.121 of the Texas Election Code

The Elections Administrator and the Entity will comply with all lawful requests for the release of public information.

VII. EARLY VOTING BALLOT BOARD

An Early Voting Ballot Board and, if needed, a Signature Verification Committee shall be created to process early voting results from the Entity's election. The Elections Administrator shall appoint the Presiding Judge of the Early Voting Ballot Board. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the Early Voting Ballot Board members and, if needed, the Signature Verification Committee members required to efficiently process the early voting ballots. The Entity will be charged **$13.00** per hour for each hour worked by the Early Voting Ballot Board Judge and if needed, **$13.00** per hour plus markup for the Signature Verification Committee Judge as referenced in Exhibit D attached hereto. The Entity will be charged **$11.00** per hour for each of the other members of the Early Voting Ballot Board and Signature Verification Committee, as referenced in Exhibit D attached hereto.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Contract.

The Entity hereby appoints the following central counting station officials (or their duly appointed designee) in accordance with Sections 127.002 and 127.005 of the Texas Election Code:

Counting Station Manager:	Roxzine Stinson, Elections Administrator
Tabulation Supervisor:	Kristen Phelps, Chief Deputy, Elections
Presiding Judge:	Tom Grimes
Assistant Tabulation Supervisor:	Charla Carpenter

The Counting Station Manager or her representative shall deliver timely cumulative reports of the election results as vote centers report to the Central Counting Station as they are tabulated. The Counting Station Manager shall be responsible for releasing cumulative totals and vote center returns from the election to the Entity, prior to posting to the Elections Office website. Election results will be posted to the Elections Office web page located at www.votelubbock.org

The Elections Administrator will prepare the unofficial canvass reports after all ballots have been counted and will deliver a copy of the unofficial canvass to the Entity as soon as possible after all returns have been tabulated. In any event, the Elections Administrator will deliver a copy of the unofficial canvass to the Entity no later than 5:00 p.m. of the seventh day following the election date. The Entity shall be responsible for the official canvass of its election.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code, unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to the Entity and the Secretary of State's Office.

IX. ELECTION EXPENSE AND ALLOCATION OF COSTS

Any elections held by the Entity will be at the expense of the Entity. In the case of joint elections, common expenses will be divided between the parties on a *pro rata* basis, calculated using the number of registered voters in each entities jurisdiction. The Entity agrees to reimburse Lubbock County for the actual costs of administering its election including, but not limited to, the actual costs of supplies, printing, programming, personnel, and polling place rental fees. The Entity agrees to reimburse Lubbock County for overtime wages and benefits paid to the permanent employees of the Elections Administrator for contractual duties performed outside the normal business hours of Lubbock County in accordance with Section 31.100(e) of the Texas Election Code. The Entity further agrees to pay Lubbock County an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

X. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

The Entity may withdraw from this Contract should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The Entity is fully liable for any expenses incurred by Lubbock County on behalf of the Entity plus an administrative fee of ten percent (10%) of such expenses should the Entity cancel its election for this or any reason. Any monies deposited with Lubbock County by the Entity shall be refunded, minus the aforementioned expenses and administrative fee, if applicable, pursuant to Section 31.100(d) of the Texas Election Code.

XI. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the election as authorized by Section 31.096 of the Texas Election Code.

Access to the election records shall be available to the Entity as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the Lubbock County Records Center, who shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall

maintain the records until final resolution or until final judgment, whichever is applicable. **It is the responsibility of the Entity to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the Entity.**

The Elections Administrator shall notify the Entity of the planned destruction of any records of the election prior to the records' destruction.

XII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. The Entity agrees that any recount shall take place at the offices of the Elections Administrator, and that the Chief Deputy shall serve as Recount Supervisor and the official of the Entity performing the duties of a secretary under the Texas Election Code, or its lawful designee, shall serve as Recount Coordinator unless otherwise required by state law.

The Elections Administrator agrees to provide advisory services to the Entity as necessary to conduct a proper recount.

XIII. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

The Elections Administrator will assist the Entity in securing adequate polling places, rent free if available; and will ensure that the polling places comply with current accessibility standards as set forth in the Americans With Disabilities Act as well as any state or local laws or ordinances.

XIV. MISCELLANEOUS PROVISIONS

It is understood that, to the extent space is available, other political subdivisions may wish to participate in the use of the County's election equipment, and it is agreed that the Elections Administrator may contract with such other political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.

The Elections Administrator shall file copies of this document with the Lubbock County Treasurer and the Lubbock County Auditor in accordance with Section 31.099 of the Texas Elections Code.

In the event that legal action is filed challenging the Entity's election, each party hereto shall defend its own actions, officials and employees. If it is determined that the actions of the Entity resulted in legal action against Lubbock County or the Lubbock County Elections Administrator or any additional election personnel, then the Entity shall provide, at its own expense, legal

representation for the County, the Elections Administrator, and additional election personnel as necessary save and except in any instance whereby an unlawful or otherwise improper act or omission of the County, the Election Administrator or another Entity participating in the election has precipitated such legal action. Likewise, if it is determined that the actions of Lubbock County or the Lubbock County Elections Administrator or any additional election personnel engaged by the County resulted in legal action against the Entity, then Lubbock County shall provide, at its own expense, legal representation for the Entity as necessary save and except in any instance whereby an unlawful or otherwise improper act or omission of the Entity or another Entity participating in the election has precipitated such legal action.

The County and the Entity agree that under the Constitution and laws of the State of Texas, neither the County nor the Entity can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.

This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Lubbock County, Texas.

In the event one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.

Any amendment of this Contract shall be of no effect unless in writing and signed by all parties hereto.

XV. FINANCIAL OBLIGATION AND PAYMENT

The Entity agrees it is obligated to pay to Lubbock County all of the Entity's joint election charges, fees, expenses, and costs as set forth under the terms of this Contract, with the exact amount of the Entity's financial obligation under the terms of this Contract to be timely calculated after the joint election. The Lubbock County Elections Administrator agrees to timely provide an invoice of said financial obligation to the Entity following the joint election, and the Entity further agrees it shall pay to Lubbock County the balance due as soon as possible but not later than thirty (30) days after receipt of the invoice. In the event that the Entity disputes any portion of the charges, fees,

expenses, and costs payable under this Contract, the Entity agrees to promptly pay the undisputed amounts when due.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

IN TESTIMONY HEREOF, this Contract, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

(1) It has on the _____ day of _____, 2022, been executed on behalf of Lubbock County by the Elections Administrator pursuant to the Texas Election Code, so authorizing;

(2) It has on the _____ day of _____, 2022, been executed on behalf of the Entity by its Mayor, pursuant to the authority of the City Council, so authorizing;

FOR CITY OF LUBBOCK ("THE ENTITY"):

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO FORM:

_____
Amy L. Sims
Deputy City Attorney

==========

FOR LUBBOCK COUNTY:

CONTRACTING OFFICER

_____
Roxzine Stinson
Elections Administrator

APPROVED AS TO FORM:

By: _____
R. Neal Burt
Assistant Criminal District Attorney,
Civil Division

Lubbock County Election Services Contract
EXHIBIT A
Responsibilities of the Parties

I. Early Voting

A. Lubbock County Elections Administrator's Responsibilities:

1. The Elections Administrator shall provide a list for presentation to the governing body of each Entity, containing a list of places, times and dates of early voting suitable for adoption by the governing body in accordance with Texas Election Code Chapter 85.

2. The Regular Early Voting Clerk for Lubbock County, Roxzine Stinson, in her capacity as Lubbock County Elections Administrator, shall also serve as the Joint Early Voting Clerk for all joint elections. The Joint Early Voting Clerk will be responsible for the conduct of early voting by main and by personal appearance for all Lubbock County voters voting in the Joint Elections. The Joint Early Voting Clerk shall receive from each entity any applications for early voting ballots to be voted by mail in accordance with Title 7 of the Texas Election Code. The Joint Early Voting Clerk shall send early voting ballots by mail and receive early voting ballots for early voting by mail. The Joint Early Voting Clerk shall have authority to appoint such deputy early voting clerks as may be necessary to assist the Joint Early Voting Clerk with voting to take place at the joint early voting locations.

3. The Elections Administrator, Roxzine Stinson, shall serve as the Joint Elections Officer in her capacity as Elections Administrator. The Joint Elections Officer will determine the number of election workers to hire to conduct early voting in the Joint Election. The Joint Election Officer will arrange or contract for training for all election workers and will assign all election workers employed for early voting in the Joint Elections. The training of said election workers is mandatory; these individuals will be compensated for their time in training. The Elections Administrator will provide a training facility where election schools will be conducted to train election workers in employed in the conduct of early voting, including the mobile early voting programs, early voting by personal appearance at the main and all temporary branch early voting polling places, early voting by mail and other aspects of the early voting program for the Joint Elections. The Elections Administrator will name early voting deputies and clerks employed in the conduct of early voting.

4. The Elections Administrator will provide and deliver all supplies and equipment necessary to conduct early voting for the Joint Election, including but not limited to ballots, election forms, and necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to early voting polling places. The Elections Administrator will designate and confirm all early voting polling place locations.

5. The Elections Administrator will be responsible for the preparation and transportation of the electronic voting equipment necessary to conduct early voting. The Elections Administrator shall perform all tests of voting equipment as required but not limited to posting notice of equipment testing.

6. Pursuant to Sections 66.058 and 271.010 of the Election Code, the Entities appoint Roxzine Stinson, in her capacity as Lubbock County Elections Administrator, as Joint Custodian of Records ("Joint Custodian") for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes for the period for preservation required by the Election Code.

7. The Elections Administrator will receive ballot language in both English and Spanish from each participating Entity and format the ballots as needed to include said language. The County will provide each participating Entity with a final proof of ballot language for approval prior to the Logic and Accuracy Testing and the printing of ballots. Upon final approval, ballots shall be printed in an expedited timeframe so as to allow time for mailing of ballots for the Early Voting by Mail Program as required by the federal guidelines.

8. Sign language interpreters will be provided at one location on each Tuesday of early voting. The sign language interpreters will be at the United Supermarket located at 2703 82nd Street, Lubbock, Texas, 79423 (more commonly known as the 82nd and Boston location) from 8:00 a.m. until 2 p.m. on the first Tuesday of early voting and from 2 p.m. until 8 p.m. on the second Tuesday of early voting.

9. A single joint voter sign-in process consisting of a common list of registered voters and common signature rosters shall be used for early voting. A single, combined ballot and single provisional ballot box will be used. The Elections Administrator shall use Lubbock County's electronic voting system, as defined and described in Title 8 of the Texas Election Code, and agrees to use ballots that are compatible with such equipment.

10. The Elections Administrator will be responsible for the conduct of the Early Voting Ballot Board. The Elections Administrator shall designate a person to serve in the capacity of the Presiding Judge for the Early Voting Ballot Board and shall provide that information to the governing body of each participating Entity for entry of an order or resolution by that authority appointing this official. The Presiding Judge and clerks shall constitute the Early Voting Ballot Board and shall count and return early voting ballots, and perform other duties set for such board in accordance with the Texas Election Code.

11. The Elections Administration will be responsible to send out the Writ of Elections to the Judge and Alternate Judge for each polling location.

B. Responsibilities of Participating Entities:

1. The participating Entities hereby appoint Roxzine Stinson, in her capacity as Lubbock County Elections Administrator, as the Joint Elections Officer to perform or supervise the performance of the duties and responsibilities of Lubbock County involved in conducting the Joint Elections covered by this Contract.

2. Each of the Entities agrees to conduct its early voting jointly. Each of the Entities hereby appoints Roxzine Stinson, in her capacity as Elections Administrator and Early Voting Clerk for Lubbock County, as the Joint Early Voting Clerk for the Joint elections. Early voting for

the Entities shall be conducted at the dates, times and locations to be mutually agreed upon by the Joint Election Officer and authorized and ordered by the governing body of each participating Entity.

3. Each participating Entity will provide ballot language for their respective portion of the official ballot to the Elections Administrator in both English and Spanish. The Elections Administrator can assist with translations of orders, notices and ballot language with the actual cost being billed to the Entity. Any additions, modifications, deletions, or other changes to such ballot contents of language must be made by the Entity prior to the final proof approval by the Entity. The Elections Administrator will provide the participating Entity with a final proof of ballot language, as it is to appear on the ballot for final proof approval. Upon final proof approval, the ballot shall be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations.

4. The City Secretary for the City of Lubbock works directly with the City of Lubbock candidates, and is responsible for appearing at the Elections Office to proof the ballot.

5. Each participating Entity will provide the Elections Administrator with the name and contact information of a representative or representatives for the Entity who will appear at the Elections Office to proof the ballot on behalf of the Entity.

6. Each participating Entity will provide the Elections Administrator with the name and contact information of a representative or representatives for the Entity who will be responsible for attending and participating in the Public Logic and Accuracy Testing of the ballot (as required by the Election Code). The Elections Administrator will contact the designated representative(s) with the date and time of such testing.

7. Each Entity is responsible to post the Entity's own Election Notices and Election Orders pursuant to Sections 1.006 and 4.003(b) of the Texas Election Code.

8. The Entity is responsible to provide the Elections Administrator <u>all</u> contact information of the decision making person/persons for the Entity.

II. Election Day

A. Lubbock County Elections Administrator's Responsibilities:

1. The Elections Administrator shall designate and confirm all Election Day Vote Center locations for the joint elections, and shall forward such information to the participating Entities in a timely fashion to allow the governing body of the respective participating Entities to enter orders designating such Vote Centers.

2. The Elections Administrator shall designate the Presiding Election Judge and the Alternate Presiding Election Judge to administer the election in each Vote Center and shall forward such information to the participating Entities to allow the governing bodies of the respective participating Entities to enter appropriate orders designating such officials prior to the election. The Presiding Election Judge and Alternate Presiding Election Judge shall be

qualified voters of the Lubbock County Vote Centers in which the joint election is held. All Election Workers shall be compensated at the rate established hereafter by Lubbock County. Compensable hours shall be determined in accordance with provisions of the Texas Election Code and other applicable laws.

3. One set of elections officials shall preside over the election in each of the Vote Centers used. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters shall be used in each Vote Center. A single, combined ballot and single provisional ballot box will be used. The officer designated by law to be the custodian of the voted ballots for Lubbock County shall be custodian of all materials used in common in the Vote Center where a common polling place is used. The Elections Administrator shall use an electronic voting system, as defined and described in Title 8 of the Texas Election Code and agrees to use ballots that are compatible with such equipment.

4. The Elections Administrator will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all election workers. Training for all election workers is mandatory, and these individuals will be compensated for their time in training.

5. The Elections Administrator will arrange for Election Day voter registration lists for the Joint Elections. The County will determine the quantities of elections supplies needed for Election Day voting.

6. The Elections Administrator, by and through the Sheriff's, Maintenance, Road & Bridge, and Elections Office Departments of Lubbock County, will be responsible for the preparation and transportation of voting equipment and Election Day supplies for use on Election Day.

7. The final returns for each participating Entity shall be canvassed separately by each respective Entity. The Custodian of Election Records for Lubbock County, Roxzine Stinson, in her capacity as Elections Administrator, shall maintain a Central Count Station on Election Day for the purpose of receiving returns for the participating Entities. The Elections Administrator or appointed staff will provide unofficial election results to the qualified individual appointed by each participating Entity.

8. On Election Day, the Joint Election Officer and/or the Elections Office Staff will field all questions from election workers through the phone bank personnel and troubleshooters.

9. The Elections Administrator shall make available, to voters who desire translation assistance, an individual capable of acting as a translator and speaking both English and Spanish languages who will assist Spanish speaking voters in understanding and participating in the election process.

B. Participating Entities Responsibilities:

1. Prior to Election Day, each participating Entity will answer questions from the public with respect to the Entity's Election during the State's defined mandatory office hours.

III. Election Night

A. Elections Administrator Responsibilities:

1. The Elections Administrator holds responsibility for all activities on election night including, but not limited, to setting up a central counting station, coordinating and supervising the tabulation of results, coordination and supervision of the physical layout of the support stations that are receiving substations for the Joint Elections, and coordination and management of media coverage of the election.

2. The Elections Administrator will arrange for the transportation of the electronic voting equipment to the central counting station.

3. The Elections Administrator will appoint the Presiding Judge and Alternate Presiding Judge of the Central Counting Station to maintain order at the Central Counting Station, to administer oaths as necessary to receive sealed Judge's Verity 2.4 Controllers, sealed provisional ballot boxes, and to perform other duties required by the Texas Election Code, and shall forward such information to each participating Entity in a timely fashion to allow the governing body of each Entity to enter appropriate orders designating such election officials prior to the election. These individuals shall be those hereafter appointed by the Elections Administrator to serve as Presiding and Alternate Judge of the Central Counting Station. In addition, the Elections Administrator shall appoint a Tabulation Supervisor and Assistant Tabulation Supervisor to be in charge of the operation of the automatic tabulating equipment at the Central Counting Station, an individual to serve as Central Counting Station Manager to be in charge of the overall administration of the Central Counting Station and the general supervision of the personnel working at the Central Counting Station, and shall forward such information to each participating Entity to enter appropriate orders designating such election officials prior to the election.

4. The Elections Administrator shall provide the participating Entities with reasonable space in a public area adjacent to the Central Counting Station at which each participating Entity may have representatives or other interested persons present during the counting process.

B. Entity Responsibility:

1. Other than receiving returns from the Elections Administrator, the participating Entities have no role or responsibility on the night of the election.

May 7, 2022 Cities and Schools General and Special Elections

(Elecciones General y Especial de Ciudades y Escuelas el 7 de mayo de 2022)

Election Day Vote Center Locations

(Lugares de Centros de Votación)

Saturday, May 7, 2022

(Sábado, 7 de mayo de 2022)

7:00 A.M. – 7:00 P.M.

*****American Sign Language Interpreters available ***Intérpretes de Lenguaje de Señas disponible**

Abernathy City Hall – 811 Avenue D (Community Room), Abernathy, 79311
(Municipalidad de Abernathy – 811 avenida D, salón comunitario, Abernathy) **Bacon Heights Baptist Church – 5110 54th St (2 Commons Room), Lubbock, 79414** *(Iglesia Bautista Bacon Heights – 5110 calle 54, salón comunal 2)*
Broadview Baptist Church – 1302 N Frankford Ave (Fellowship Hall), Lubbock, 79416
(Iglesia Bautista Broadview – 1302 avenida Frankford Norte, sala de compañerismo)
Broadway Church of Christ – 1924 Broadway (Foyer) Lubbock, 79401
(Iglesia de Cristo Broadway – 1924 calle Broadway, vestíbulo)
Byron Martin ATC – 3201 Avenue Q (Entry Hall), Lubbock, 79411***
*(Byron Martin ATC – 3201 avenida Q, vestíbulo de entrada) ****
Calvary Baptist Church – 5301 82nd St (Mall Area), Lubbock, 79424***
*(Iglesia Bautista Calvario – 5301 calle 82, área de la plaza) ****
Carmona-Harrison Elementary – 1910 Cesar E. Chavez Drive (Fitness Room), Lubbock, 79415
(Escuela Primaria Carmona-Harrison – 1910 avenida Cesar E. Chavez, sala de fitness)
Casey Administration Building – 501 7th St (Room No. 104), Wolfforth, 79382
(Edificio de Administración Casey – 501 calle 7, salón núm. 104, Wolfforth)
Catholic Diocese of Lubbock – 4620 4th St (Archbishop Michael J Sheehan Hall), Lubbock, 79416
(Diócesis Católica de Lubbock – 4620 calle 4, salón del Arzobispo Michael J Sheehan)
Cavazos Middle School – 210 N University Ave (Gym), Lubbock, 79415
(Escuela Intermedia Cavazos – 210 avenida Universidad Norte, gimnasio)
Celebration Christian Center – 8001 Upland Ave (Sanctuary), Lubbock, 79424
(Centro Cristiano de Celebración – 8001 avenida Upland, santuario)
Church on the Rock – 10503 Slide Rd (Café Area), Lubbock, 79424
(Iglesia Sobre la Roca – 10503 Camino Slide, área del café)
Copper Rawlings Senior Center – 213 40th St (Social Hall), Lubbock, 79404
(Centro para personas mayores de Copper Rawlings – 213 calle 40, salón social)
Elks Lodge No. 1348 – 3409 Milwaukee Ave (Lodge Hall), Lubbock, 79407
(Elks Lodge Núm. 1348 – 3409 avenida Milwaukee, vestíbulo)
First Assembly of God Church – 3801 98th St (Classroom), Lubbock, 79423
(Primera Iglesia Asambleas de Dios – 3801 calle 98, salón de clase)
Green Lawn Church of Christ – 5701 19th St (Entry Hall), Lubbock, 79407
(Iglesia de Cristo Green Lawn – 5701 calle 19, vestíbulo de entrada)
Heritage Middle School – 6110 73rd St (Library), Lubbock, 79424
(*Escuela Intermedio Heritage – 6110 calle 73, biblioteca*)

Hodges Community Center – 4011 University Ave (Social Hall), Lubbock, 79413
(Centro Social Hodges – 4011 avenida Universidad, salón social)
Idalou Community Center – 202 W 7th St, Idalou, 79329
(Centro Social de Idalou – 202 calle 7 oeste, Idalou)
Lubbock – Cooper Middle School (Conference Room) –16310 TX-493, Lubbock, 79423
(Escuela secundaria Lubbock-Cooper Middle School - 16310 TX-493, sala de conferencias)
Lubbock-Cooper North Elementary School – 3202 108th St (Gym), Lubbock, 79423
(Escuela Primaria Lubbock-Cooper North – 3202 calle 108, gimnasio)
Mae Simmons Community Center – 2004 Oak Ave (Activity Room), Lubbock, 79403
(Centro Social Mae Simmons – 2004 avenida Oak, salón de actividades)
Maggie Trejo Supercenter – 3200 Amherst Street (Rodgers Community Center Social Hall), Lubbock, 79415
(Supercentro Maggie Trejo – 3200 calle Amherst, salon social del Centro comunitario Rodgers)
Mattress Firm – 6707 Slide Rd (Breakroom), Lubbock, 79424
(Mattress Firm – 6707 camino Slide, salón de descanso)
New Deal Community Clubhouse – 309 S Monroe Ave, New Deal, 79350
(Centro Social de New Deal – 309 avenida Monroe sur, New Deal)
Parsons Elementary School – 2811 58th St (Gym), Lubbock, 79413
(Escuela Primaria Parsons – 2811 calle 58, gimnasio)
Patterson Library – 1836 Parkway Dr (Community Room), Lubbock, 79403
(Biblioteca Patterson – 1836 avenida Parkway, salón comunitario)
Ransom Canyon City Hall – 24 Lee Kitchens Dr, Ransom Canyon, 79366
(Oficina Municipal de Ransom Canyon – 24 calle Lee Kitchens Dr, Ransom Canyon)
Roberts Elementary School – 7901 Avenue P (Gym), Lubbock, 79423
(Escuela Primaria Roberts – 7901 avenida P, gimnasio)
Roscoe Wilson Elementary School – 2807 25th St (Gym), Lubbock, 79410
(Escuela Primaria Roscoe Wilson – 2807 calle 25, gimnasio)
Shallowater Community Center – 902 Avenue H, Shallowater, 79363
(Centro Social de Shallowater – 902 avenida H, Shallowater)
Slaton Community Clubhouse – 750 W Garza St, Slaton, 79364
(Centro Comunitario de Slaton, 750 calle Garza oeste, Slaton)
South Plains Church of Christ – 6802 Elkhart Ave (Gym Area), Lubbock, 79424
(Iglesia de Cristo South Plains – 6802 avenida Elkhart, área del gimnasio)
Sunset Church of Christ, (Powerhouse) – 3625 34th St, Lubbock, 79410
(Iglesia de Cristo Sunset, powerhouse – 3625 calle 34)
Sutherlands HomeBase – 3701 50th St (Near Lighting Section), Lubbock, 79413
(Sutherlands HomeBase – 3701 calle 50, cerca de la sección de iluminación
Terra Vista Middle School – 1111 Upland Ave (Library), Lubbock, 79416
(Escuela Intermedia Terra Vista – 1111 avenida Upland, biblioteca)
Texas Tech University Student Union Building – 15th street and Akron Avenue –Student Union Building, Lubbock, 79409
(Edificio de la Unión de Estudiantes de la Universidad Texas Tech - calle 15 y avenida Akron)

May 7, 2022 Cities and Schools General and Special Elections

(Elecciones General y Especial de Ciudades y Escuelas el 7 de mayo de 2022)

NOTICE OF EARLY VOTING

AVISO DE VOTACIÓN ANTICIPADA

Early Voting by personal appearance for the May 7, 2022
Cities and Schools General and Special Elections
ALL EARLY POLLING LOCATIONS ON THE DATES, TIMES, AND LOCATIONS LISTED BELOW:
Votación Adelantada para las Elecciones General y Especial de Ciudades y Escuelas el 7 de mayo, 2022 serán conducidas en LAS FECHAS, HORARIOS Y SITIOS LISTADOS ABAJO:

EARLY VOTING DATES: Monday, April 25 – Tuesday, May 3, 2022
(Fechas de Votación Adelantada: lunes, 25 de abril– martes, 3 de mayo del 2022)

Main Early Voting Polling Place
Lugar principal de la votación anticipada

Lubbock County Elections Office
Oficina de Elecciones del Condado de Lubbock
1308 Crickets Ave, Lubbock, TX 79401
1308 avenida Crickets
Room: Public Room
Sala: *salón público*

Dates: Mon, April 25 – Tues, May 3
Fechas: lunes, 25 de abril - martes, 3 de mayo

Times: 8:00 AM - 8:00 PM
horas:

EXCEPT Sunday, May 1
MENOS el domingo, 1 de mayo

1:00 PM - 7:00 PM

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Early Voting Branch Polling Places

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United Supermarkets
All Locations listed below:

United - 2630 Parkway Dr., Lubbock, TX 79403 *(Parkway & Beech Ave)*

United - 401 Slide Road, Lubbock, TX 79416 *(4th & Slide)*

United - 6313 4th St., Lubbock, TX 79416 *(4th & Milwaukee)*

United - 1701 50th St., Lubbock, TX 79412 *(50th & Avenue Q)*

United - 2703 82nd St., Lubbock, TX 79423 *(82nd & Boston Ave)*

United - 8010 Frankford Ave., Lubbock, TX 79424 (*82nd & Frankford)*

United - 12815 Indiana Ave., Lubbock, TX 79423 *(130th & Indiana)*

United - 11310 Slide Rd, Lubbock, TX 79424 *(114th & Slide)*

Amigos - 112 N University Ave., Lubbock, TX 79415 *(University & Auburn)*

Market Street - 4425 19th St., Lubbock, TX 79407 *(19th & Quaker)*

Market Street - 3405 50th St., Lubbock, TX 79413 *(50th & Indiana)*

Market Street - 4205 98th St., Lubbock, TX 79423 *(98th & Quaker)*

Dates: Mon, April 25 – Tues, May 3
Fechas: lunes, 25 de abril - martes, 3 de mayo

Times: 8:00 AM - 8:00 PM
horas:

EXCEPT Sunday, May 1
MENOS el domingo, 1 de mayo

1:00 PM - 7:00 PM

Abernathy City Hall
Municipalidad de Abernathy

811 Avenue D, Abernathy
811 avenida D
Room: Community Room
Sala: Salón comunitario
Abernathy, TX 79311

Dates: Mon, April 25 – Tues, May 3
Fechas: lunes, 25 de abril - martes, 3 de mayo

Times: 8:00 AM - 8:00 PM
horas:

EXCEPT Sunday, May 1
MENOS el domingo, 1 de mayo
1:00 PM - 7:00 PM

Casey Administration Building
Edificio de Administración Casey

501 7th Street, Wolfforth
501 calle 7
Room: Room No. 104
Sala: Salón No. 104
Wolfforth, TX 79382

Dates: Mon, April 25 – Tues, May 3
Fechas: lunes, 25 de abril - martes, 3 de mayo

Times: 8:00 AM - 8:00 PM
horas:

EXCEPT Sunday, May 1
MENOS el domingo, 1 de mayo
1:00 PM - 7:00 PM

Citizens Tower
Citizens Tower

1314 Avenue K (1st Floor) Lubbock, TX 79401
1314 avenida k
Room: Lobby
Sala: vestíbulo

Dates: Mon, April 25 – Tues, May 3
Fechas: lunes, 25 de abril - martes, 3 de mayo

Times: 8:00 AM - 5:00 PM
horas:

Closed Saturday and Sunday

Idalou Community Center
Centro de Comunidad Idalou

202 W. 7th Street, Idalou
202 calle 7 oeste
Room: Community Room
Sala: Salón comunitario
Idalou, TX 79329

Dates: Mon, April 25 – Tues, May 3
Fechas: lunes, 25 de abril - martes, 3 de mayo

Times: 8:00 AM - 8:00 PM
horas:

EXCEPT Sunday, May 1
MENOS el domingo, 1 de mayo
1:00 PM - 7:00 PM

Lubbock ISD Administration Office
Officina de Administratíon de Lubbock ISD

1628 19th Street, Lubbock, TX 79401
1628 calle 19
Room: Breezeway
Sala: Breezeway

Dates: Mon, April 25 – Tues, May 3
Fechas: lunes, 25 de abril - martes, 3 de mayo

Times: 8:00 AM - 5:00 PM
horas:

Closed Saturday and Sunday

New Deal Community Clubhouse
Centro Social de New Deal

309 S. Monroe Avenue, New Deal
309 avenida Monroe sur
Room: Community Room
Sala: Salón comunitario
New Deal, TX 79350

Dates: Mon, April 25 – Tues, May 3
Fechas: lunes, 25 de abril - martes, 3 de mayo

Times: 8:00 AM - 8:00 PM
horas:

EXCEPT Sunday, May 1
MENOS el domingo, 1 de mayo
1:00 PM - 7:00 PM

Ransom Canyon City Hall
Oficina Municipal de Ransom Canyon

24 Lee Kitchens Dr
24 calle Lee Kitchens Dr
Room:
Sala:

Dates: Mon, April 25 – Tues, May 3
Fechas: lunes, 25 de abril - martes, 3 de mayo

Times: 8:00 AM - 5:00 PM
horas:

EXCEPT Sunday, May 1
MENOS el domingo, 1 de mayo
1:00 PM - 7:00 PM

Shallowater Community Center
Centro de Comunidad Shallowater

900 Avenue H, Shallowater
900 avenida H
Room: Community Room
Sala: Salón comunitario

Shallowater, TX 79363

Dates: Mon, April 25 – Tues, May 3
Fechas: lunes, 25 de abril - martes, 3 de mayo

Times: 8:00 AM - 8:00 PM
horas:

EXCEPT Sunday, May 1
MENOS el domingo, 1 de mayo

1:00 PM - 7:00 PM

Slaton Community Clubhouse
Centro Comunitario de Slaton

750 W Garza St, Slaton
750 calle Garza oeste
Room: Community Room
Sala: Salón comunitario

Slaton, TX 79364

Dates: Mon, April 25 – Tues, May 3
Fechas: lunes, 25 de abril - martes, 3 de mayo

Times: 8:00 AM - 8:00 PM
horas:

EXCEPT Sunday, May 1
MENOS el domingo, 1 de mayo

1:00 PM - 7:00 PM

Texas Tech University Student Recreation Center
Universidad de Texas Tech Centro de Recreación para Estudiantes

Texas Tech Campus
Campus de Texas Tech
3219 Main Street, Lubbock, TX 79409
3219 calle Main

Lubbock, TX 79409

Dates: Mon, April 25 – Tues, May 3
Fechas: lunes, 25 de abril - martes, 3 de mayo

Times: 8:00 AM - 8:00 PM
horas:

EXCEPT Sunday, May 1
MENOS el domingo, 1 de mayo

1:00 PM - 7:00 PM

EXPRESS

	Hourly Rate	UpCharge	UpChargeCost	Hourly Cost	OT Rate	OT UpCharge Cost	OT Cost
Office	$ 10.00	30%	3.00	$ 13.00	$ 15.00	4.50	$ 19.50
Office	$ 11.00	30%	3.30	$ 14.30	$ 16.50	4.95	$ 21.45
Office	$ 12.00	30%	3.60	$ 15.60	$ 18.00	5.40	$ 23.40
Warehouse	$ 12.00	30%	3.60	$ 15.60	$ 18.00	5.40	$ 23.41
Warehouse	$ 13.00	30%	3.90	$ 16.90	$ 19.50	5.85	$ 25.35
Training	$ 9.00	30%	2.70	$ 11.70	$ 13.50	4.05	$ 17.55
Early Voting Clerk	$ 11.00	31%	3.41	$ 14.41	$ 16.50	5.12	$ 21.62
Election Day Clerk	$ 11.00	31%	3.41	$ 14.41	$ 16.50	5.12	$ 21.62
Early Voting Lead Clerk	$ 13.00	30%	3.90	$ 16.90	$ 19.50	5.85	$ 25.35
Election Day Supervisor	$ 13.00	30%	3.90	$ 16.90	$ 19.50	5.85	$ 25.35
Troubleshooter	$ 15.00	29%	4.35	$ 19.35	$ 22.50	6.53	$ 29.03
Phone Bank Technical Assistance	$ 14.00	30%	4.20	$ 18.20	$ 21.00	6.30	$ 27.31
Phone Bank Elections Assistance	$ 13.00	30%	3.90	$ 16.90	$ 19.50	5.85	$ 25.35
Phone Bank Public Assistance	$ 12.00	30%	3.60	$ 15.60	$ 18.00	5.40	$ 23.40
Signature Verification Committee	$ 11.00	30%	3.30	$ 14.30	$ 16.50	4.95	$ 21.45
Early Voting Ballot Board	$ 11.00	30%	3.30	$ 14.30	$ 16.50	4.95	$ 21.45
Signature Verification & Early Voting Ballot Board Judge	$ 13.00	30%	3.90	$ 16.90	$ 19.50	5.85	$ 25.35
Central Count Judge	$ 13.00	30%	3.90	$ 16.90	$ 19.50	5.85	$ 25.35
Central Count & Central Count Alternate Judge	$ 11.00	30%	3.30	$ 14.30	$ 16.50	4.95	$ 21.45
Parallel Voting Lead Clerk	$ 13.00	30%	3.90	$ 16.90	$ 19.50	5.85	$ 25.35
Parallel Voting	$ 11.00	30%	3.30	$ 14.30	$ 16.50	4.95	$ 21.45

KT BLACK

	Hourly Rate	UpCharge	UpChargeCost	Hourly Cost	OT Rate	OT UpCharge Cost	OT Cost
Office	$ 10.00	26%	2.60	$ 12.60	$ 15.00	3.90	$ 18.90
Office	$ 11.00	26%	2.86	$ 13.86	$ 16.50	4.29	$ 20.79
Office	$ 12.00	26%	3.12	$ 15.12	$ 18.00	4.68	$ 22.68
Warehouse	$ 12.00	26%	3.12	$ 15.12	$ 18.00	4.68	$ 22.68
Warehouse	$ 13.00	26%	3.38	$ 16.38	$ 19.50	5.07	$ 24.57
Training	$ 9.00	26%	2.34	$ 11.34	$ 13.50	3.51	$ 17.01
Early Voting Clerk	$ 11.00	26%	2.86	$ 13.86	$ 16.50	4.29	$ 20.79
Election Day Clerk	$ 11.00	26%	2.86	$ 13.86	$ 16.50	4.29	$ 20.79
Early Voting Lead Clerk	$ 13.00	26%	3.38	$ 16.38	$ 19.50	5.07	$ 24.57
Election Day Supervisor	$ 13.00	26%	3.38	$ 16.38	$ 19.50	5.07	$ 24.57
Troubleshooter	$ 15.00	26%	3.90	$ 18.90	$ 22.50	5.85	$ 28.35
Phone Bank Technical Assistance	$ 14.00	26%	3.64	$ 17.64	$ 21.00	5.46	$ 26.46
Phone Bank Elections Assistance	$ 13.00	26%	3.38	$ 16.38	$ 19.50	5.07	$ 24.57
Phone Bank Public Assistance	$ 12.00	26%	3.12	$ 15.12	$ 18.00	4.68	$ 22.68
Signature Verification Committee	$ 11.00	26%	2.86	$ 13.86	$ 16.50	4.29	$ 20.79
Early Voting Ballot Board	$ 11.00	26%	2.86	$ 13.86	$ 16.50	4.29	$ 20.79
Signature Verification & Early Voting Ballot Board Judge	$ 13.00	26%	3.38	$ 16.38	$ 19.50	5.07	$ 24.57
Central Count Judge	$ 13.00	26%	3.38	$ 16.38	$ 19.50	5.07	$ 24.57
Central Count & Central Count Alternate Judge	$ 11.00	26%	2.86	$ 13.86	$ 16.50	4.29	$ 20.79
Parallel Voting Lead Clerk	$ 13.00	26%	3.38	$ 16.38	$ 19.50	5.07	$ 24.57
Parallel Voting	$ 11.00	26%	2.86	$ 13.86	$ 16.50	4.29	$ 20.79

ITS QUEST

	Hourly Rate	UpCharge	UpChargeCost	Hourly Cost	OT Rate	OT UpCharge Cost	OT Cost
Office	$ 10.00	29%	2.90	$ 12.90	$ 15.00	4.35	$ 19.35
Office	$ 11.00	29%	3.19	$ 14.19	$ 16.50	4.79	$ 21.29
Office	$ 12.00	29%	3.48	$ 15.48	$ 18.00	5.22	$ 23.22
Warehouse	$ 12.00	29%	3.48	$ 15.48	$ 18.00	5.22	$ 23.22
Warehouse	$ 13.00	29%	3.77	$ 16.77	$ 19.50	5.66	$ 25.16
Training	$ 9.00	29%	2.61	$ 11.61	$ 13.50	3.92	$ 17.42
Early Voting Clerk	$ 11.00	29%	3.19	$ 14.19	$ 16.50	4.79	$ 21.29
Election Day Clerk	$ 11.00	29%	3.19	$ 14.19	$ 16.50	4.79	$ 21.29
Early Voting Lead Clerk	$ 13.00	29%	3.77	$ 16.77	$ 19.50	5.66	$ 25.16
Election Day Supervisor	$ 13.00	29%	3.77	$ 16.77	$ 19.50	5.66	$ 25.16
Troubleshooter	$ 15.00	29%	4.35	$ 19.35	$ 22.50	6.53	$ 29.03
Phone Bank Technical Assistance	$ 14.00	29%	4.06	$ 18.06	$ 21.00	6.09	$ 27.09
Phone Bank Elections Assistance	$ 13.00	29%	3.77	$ 16.77	$ 19.50	5.66	$ 25.16
Phone Bank Public Assistance	$ 12.00	29%	3.48	$ 15.48	$ 18.00	5.22	$ 23.22
Signature Verification Committee	$ 11.00	29%	3.19	$ 14.19	$ 16.50	4.79	$ 21.29
Early Voting Ballot Board	$ 11.00	29%	3.19	$ 14.19	$ 16.50	4.79	$ 21.29
Signature Verification & Early Voting Ballot Board Judge	$ 13.00	29%	3.77	$ 16.77	$ 19.50	5.66	$ 25.16
Central Count Judge	$ 13.00	29%	3.77	$ 16.77	$ 19.50	5.66	$ 25.16
Central Count & Central Count Alternate Judge	$ 11.00	29%	3.19	$ 14.19	$ 16.50	4.79	$ 21.29
Parallel Voting Lead Clerk	$ 13.00	29%	3.77	$ 16.77	$ 19.50	5.66	$ 25.16
Parallel Voting	$ 11.00	29%	3.19	$ 14.19	$ 16.50	4.79	$ 21.29

ELWOOD

	Hourly Rate	UpCharge	UpChargeCost	Hourly Cost	OT Rate	OT UpCharge Cost	OT Cost
Office	$ 10.00	24%	2.40	$ 12.40	$ 15.00	3.60	$ 18.60
Office	$ 11.00	24%	2.64	$ 13.64	$ 16.50	3.96	$ 20.46
Office	$ 12.00	24%	2.88	$ 14.88	$ 18.00	4.32	$ 22.32
Warehouse	$ 12.00	24%	2.88	$ 14.88	$ 18.00	4.32	$ 22.32
Warehouse	$ 13.00	24%	3.12	$ 16.12	$ 19.50	4.68	$ 24.18
Training	$ 9.00	24%	2.16	$ 11.16	$ 13.50	3.24	$ 16.74
Early Voting Clerk	$ 11.00	24%	2.64	$ 13.64	$ 16.50	3.96	$ 20.46
Election Day Clerk	$ 11.00	24%	2.64	$ 13.64	$ 16.50	3.96	$ 20.46
Early Voting Lead Clerk	$ 13.00	24%	3.12	$ 16.12	$ 19.50	4.68	$ 24.18
Election Day Supervisor	$ 13.00	24%	3.12	$ 16.12	$ 19.50	4.68	$ 24.18
Troubleshooter	$ 15.00	24%	3.60	$ 18.60	$ 22.50	5.40	$ 27.90
Phone Bank Technical Assistance	$ 14.00	24%	3.36	$ 17.36	$ 21.00	5.04	$ 26.04
Phone Bank Elections Assistance	$ 13.00	24%	3.12	$ 16.12	$ 19.50	4.68	$ 24.18
Phone Bank Public Assistance	$ 12.00	24%	2.88	$ 14.88	$ 18.00	4.32	$ 22.32
Signature Verification Committee	$ 11.00	24%	2.64	$ 13.64	$ 16.50	3.96	$ 20.46
Early Voting Ballot Board	$ 11.00	24%	2.64	$ 13.64	$ 16.50	3.96	$ 20.46
Signature Verification & Early Voting Ballot Board Judge	$ 13.00	24%	3.12	$ 16.12	$ 19.50	4.68	$ 24.18
Central Count Judge	$ 13.00	24%	3.12	$ 16.12	$ 19.50	4.68	$ 24.18
Central Count & Central Count Alternate Judge	$ 11.00	24%	2.64	$ 13.64	$ 16.50	3.96	$ 20.46
Parallel Voting Lead Clerk	$ 13.00	24%	3.12	$ 16.12	$ 19.50	4.68	$ 24.18
Parallel Voting	$ 11.00	24%	2.64	$ 13.64	$ 16.50	3.96	$ 20.46

AI# 10368
Regular City Council Meeting
01/11/2022:

8. 1.

Information

Agenda Item

Board Appointments - City Secretary: Consider appointments to the Central Business District Tax Increment Financing Reinvestment Zone Board of Directors, Citizens Traffic Commission, Comprehensive Plan Oversight Committee, Housing Finance Corporation Board of Directors, Libraries Board, Lubbock Business Park Tax Increment Financing Reinvestment Zone Board of Directors, North Overton Tax Increment Financing Reinvestment Zone Board of Directors, Urban Design and Historic Preservation Commission, Urban Renewal / Neighborhood Redevelopment Commission, Veterans Advisory Committee, Water Board of Appeals, and the Zoning Board of Adjustment.

Item Summary

Consider appointments to the Central Business District Tax Increment Financing Reinvestment Zone Board of Directors, Citizens Traffic Commission, Comprehensive Plan Oversight Committee, Housing Finance Corporation Board of Directors, Libraries Board, Lubbock Business Park Tax Increment Financing Reinvestment Zone Board of Directors, North Overton Tax Increment Financing Reinvestment Zone Board of Directors, Urban Design & Historic Preservation Commission, Urban Renewal / Neighborhood Redevelopment Commission, Veterans Advisory Committee, Water Board of Appeals, and the Zoning Board of Adjustment.

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

No file(s) attached.

AI# 10307
Regular City Council Meeting 8. 2.
01/11/2022:

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-O0182, for Zone Case 3096-G, a request of Hugo Reed and Associates, Inc. for Red Canyon Development, LLC, for a zone change from Single-Family District (R-1) to Reduced Setback Single-Family District (R-1A) Specific Use for townhomes at 10601 Chicago Avenue, located east of Chicago Avenue and south of 106th Street, on 12.1 acres of unplatted land out of Block E-2, Section 25.

Item Summary

On December 14, 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 December 2, 2021, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Zone Case 3096-G Ordinance
Zone Case 3096-G Report
Zone Case 3096-G Documentation

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. 3096-G; A ZONING CHANGE FROM R-1 SPECIFIC USE TO R-1A SPECIFIC USE FOR TOWNHOMES, AT 10601 CHICAGO AVENUE, LOCATED EAST OF CHICAGO AVENUE AND SOUTH OF 106TH STREET, ON 12.1 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 25, 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. 3096-G

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 Specific Use** to **R-1A Specific Use** for **Townhomes** zoning district at **10601 Chicago Avenue, located east of Chicago Avenue and south of 106th Street, on 12.1 acres of unplatted land out of Block E-2, Section 25,** 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 **10601 Chicago Avenue, located east of Chicago Avenue and south of 106th Street, on 12.1 acres of unplatted land out of Block E-2, Section 25**, 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/ZC3096-G_Corrected Between Readings
December 2, 2021

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

EXHIBIT "A"
PROPOSED R-1 SPECIFIC USE FOR TOWNHOMES

METES AND BOUNDS DESCRIPTION of an approximate 12.1 acre tract of land located in Section 25, Block E-2, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Northeast corner of this tract which bears N. 01°43'42" E. an approximate distance of 2475.1 feet and N. 88°16'18" W. and approximate distance of 2286.1 feet from the Southeast corner of Section 25, Block E-2, Lubbock County, Texas;

THENCE S. 01°16'43" W. an approximate distance of 362.0 feet;

THENCE S. 88°43'17" E. an approximate distance of 116.5 feet;

THENCE S. 58°59'20" E. an approximate distance of 115.0 feet;

THENCE S. 31°00'40" W. an approximate distance of 363.0 feet;

THENCE S. 18°07'31" W. an approximate distance of 91.8 feet;

THENCE S. 58°59'20" E. an approximate distance of 125.5 feet;

THENCE S. 31°00'40" W. an approximate distance of 82.0 feet;

THENCE S. 01°16'43" W. an approximate distance of 156.4 feet;

THENCE N. 88°43'17" W. an approximate distance of 48.4 feet;

THENCE S. 01°16'43" W. an approximate distance of 121.0 feet to a point in the North line of an alley dedicated by plat for the most Easterly Southeast corner of this tract;

THENCE N. 88°43'17" W., along the North line of said alley, an approximate distance of 10.0 feet;

THENCE S. 46°16'43" W., continuing along the North line of said alley, an approximate distance of 21.2 feet to the most Southerly Southeast corner of this tract;

THENCE N. 88°40'19" W., continuing along the North line of said alley, an approximate distance of 371.0 feet to a point in the center line of Chicago Avenue for the Southwest corner of this tract;

THENCE N. 01°45'05" E., along the centerline of said Chicago Avenue, an approximate distance of 1247.7 feet to a point for the Northwest corner of this tract;

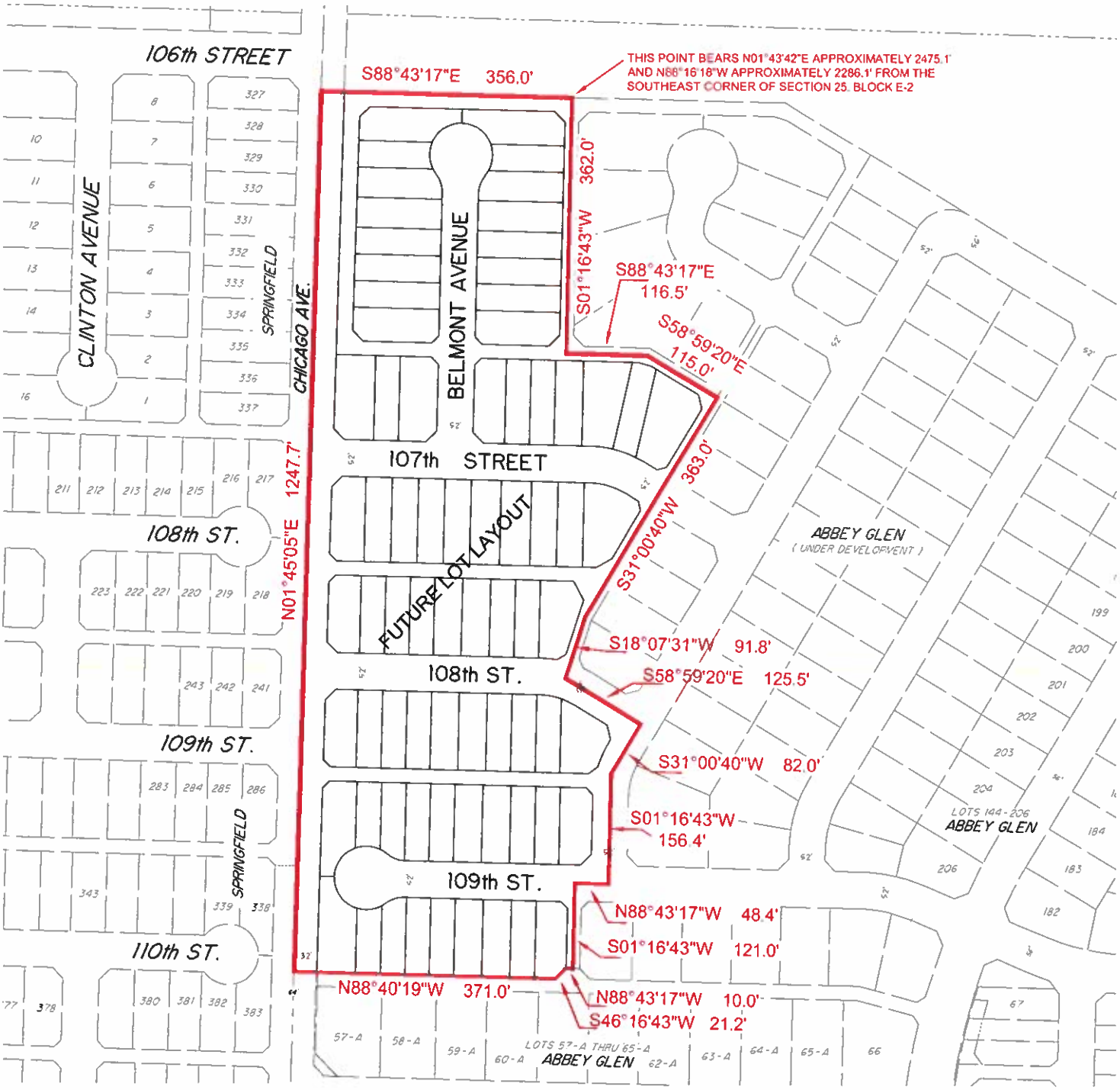
THENCE S. 88°43'17" E. an approximate distance of 356.0 feet to the Point of Beginning.

Contains 528,978 square feet

PREPARED FOR ZONING PURPOSES ONLY. DOES NOT REPRESENT AN ACTUAL SURVEY AND SHALL NOT BE RECORDED FOR ANY REAL PROPERTY PURPOSES.

Prepared for Red Canyon Development, LLC
October 26, 2021

EXHIBIT "A"
PROPOSED R-1 SPECIFIC USE
For Townhomes
SECTION 25, BLOCK E-2



NORTH

Scale: 1"=200'

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

THIS DOCUMENT IS PREPARED FOR ZONING PURPOSES ONLY.

RELEASE DATE: October 26, 2021

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100678-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

Planning Department
City of Lubbock

Staff Report	Zone Case 3096-G
City Council Meeting	December 14, 2021

Applicant Hugo Reed and Associates, Inc.

Property Owner Red Canyon Development, LLC

Council District 5

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- January 14, 1999: This property was annexed and zoned Transition (T) through Ordinance 10117.
- December 6, 2007: Zone Case 3096: This property was zoned from Transition (T) to General Retail District (C-3), Garden Office (GO) and Single Family District (R-1) Specific Use through Ordinance No. 2007-O0121.
- May 8, 2014: Zone Case 3096-B: This property was zoned from General Retail District (C-3), Garden Office (GO) and Single Family District (R-1) Specific Use to Single Family (R-1) Specific Use, Garden Office (GO) and High Density Apartment (A-2) through Ordinance No. 2014-O0071.
- October 8, 2015: Zone Case 3096-D: This property was zoned from Single Family (R-1) Specific Use, Garden Office (GO) and High Density Apartment (A-2) to Single Family (R-1) Specific Use through Ordinance No. 2015-O0106.
- December 2, 2021: Zone Case 3096-G: The Planning and Zoning Commission recommended approval of a zone change from Single-Family District (R-1) with a Specific Use to Reduced Setback Single-Family District (R-1A) by a vote of 7-0-0.

Notification Summary

- Notifications Sent: 70
- Received In Favor: 1
- Received In Opposition: 2

Site Conditions and History

The subject property was annexed in 1999 and remains vacant.

Adjacent Property Development

Property to the north is zoned Two Family District (R-2) Specific Use and is developed with single-family homes. Properties to the west and south are zoned Single Family District (R-1) Specific Use and are developed with single-family homes. The property to the east is zoned Single Family District (R-1) Specific Use and remains vacant.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 10601 Chicago Avenue and is located east of Chicago Avenue, on 12.1 acres of unplatted land out of Block E-2, Section 25. The applicant requests a zone change from Single Family District (R-1) Specific Use to Reduced Setback Single Family District (R-1A) Specific Use for townhomes.

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

Requested zoning: **Reduced Setback Single Family District (R-1A) Specific Use**

Intent Statements
The intent of the current R-1 zoning is, "… to promote orderly and proper development of single-family residential units; to protect established and future single-family residential developments from inharmonious and harmful land uses; and to provide a "quality environment" for the residents of the district and city.

The intent of the current Specific Use zoning is, "… to provide for design and land use flexibility in the various districts. This district provides for variations in the land use standards within the [zoning] ordinance, provided the intent, principles, and innovations of modern urban planning and design are used. The regulations require specific site planning on all aspects of proposed development to ensure that any variations of land uses or land use standards will be in harmony with the purposes and objectives of the zoning ordinance.

The intent of the requested R-1A zoning is, "… The purpose of this district is to promote orderly and proper development of single-family residential units, to protect established and future single-family residential developments from inharmonious and harmful land uses, and to provide a "quality environment" for the residents of the district and city.

Traffic Network/Infrastructure Impacts
The proposed rezoning location will have access from Chicago Avenue which is designated as a Collector by the Master Thoroughfare Plan, 2018. Collectors provide access and movement within residential, commercial, and industrial areas.

Compatibility with Surrounding Property
The proposed zoning is compatible with the surrounding area and will not change the character of the existing and future development.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for "Residential low Density" land uses. The proposed zone change to R-1A is consistent with this designation and conforms to the principles of the Comprehensive Plan.

Conformance with Zoning Ordinance
The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other existing residential areas.

Suitability of Property for Allowed Uses
The property is suitable for the proposed uses but may need additional public improvements to support the intensity of uses described in the R-1A zoning district, due to the land currently being unsubdivided.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C Aerial Map
D. Zoning Map
E. Future Land Use Map
F. Photos
G. Application and supporting documentation

Staff Contacts

Ashley Vasquez
Planner
Planning Department
806-775-2107
ashleyvasquez@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3096-G

Allowable Uses: Reduced Setback Single-Family District R-1A, Specific Use

Transportation: The proposed development has a point of access from Chicago Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Chicago Avenue, *Principal Collector, Future*	R.O.W. 32 feet, two-lane, undivided, paved	R.O.W. 64 feet, two-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes:

Case 3096-G: Hugo Reed and Associates, Inc. for Red Canyon Development, LLC

Request for a zone change from Single-Family District (R-1) to Reduced Setback Single-Family District (R-1A) Specific Use for townhomes, at:

- 10601 Chicago Avenue, located east of Chicago Avenue and south of 106th Street, on 12.1 acres of unplatted land out of Block E-2, Section 25.

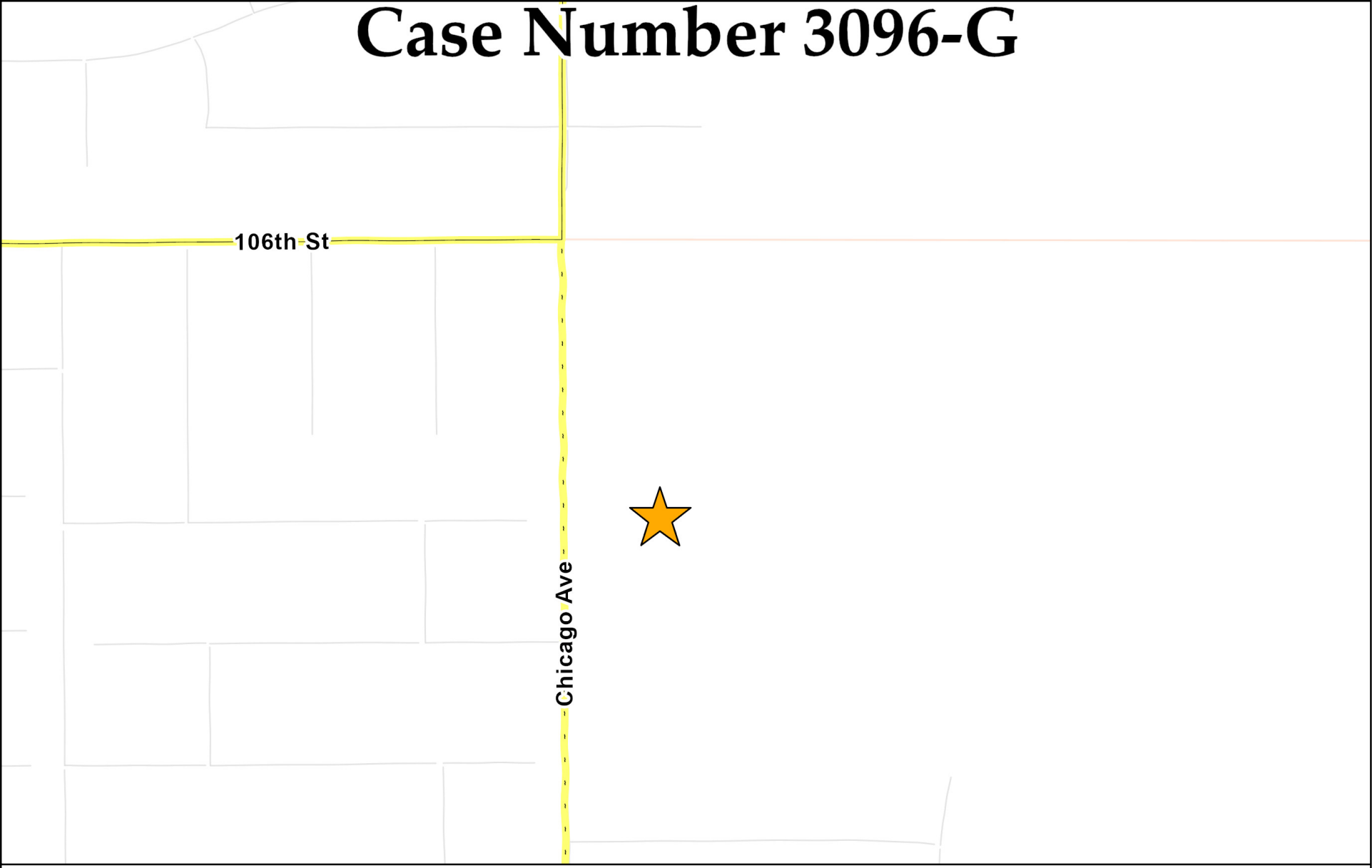
PLANNER BAILEY SHILLINGS stated there were seventy (70) notification sent out. There has been one (1) returned in favor and two (2) returned in opposition. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

APPLICANT TERRY HOLEMAN 1601 Avenue N, stated this is the last two phases of the Abby Glen development. There are going to be approximately eighty townhome lots with home prices ranging from $200,00 to $250,000.

No one spoke in favor or in opposition of the request.

In matter of **Zone Case 3096-G** a motion was made by **JAMES BELL** and seconded by **AVIRAJ PATEL** to approve the request as presented and the Commission members voted 7 (in favor) to 0 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.

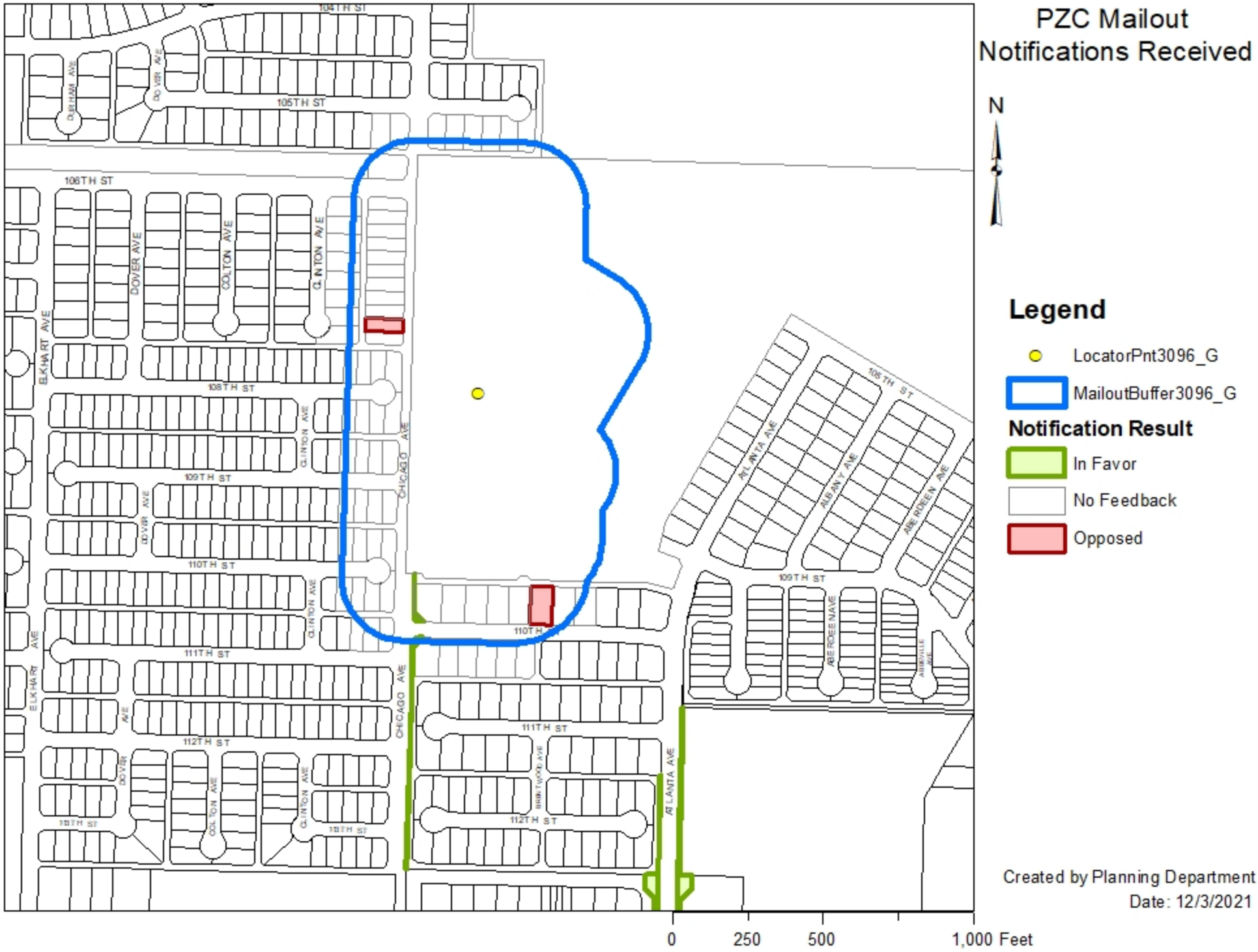
Case Number 3096-G



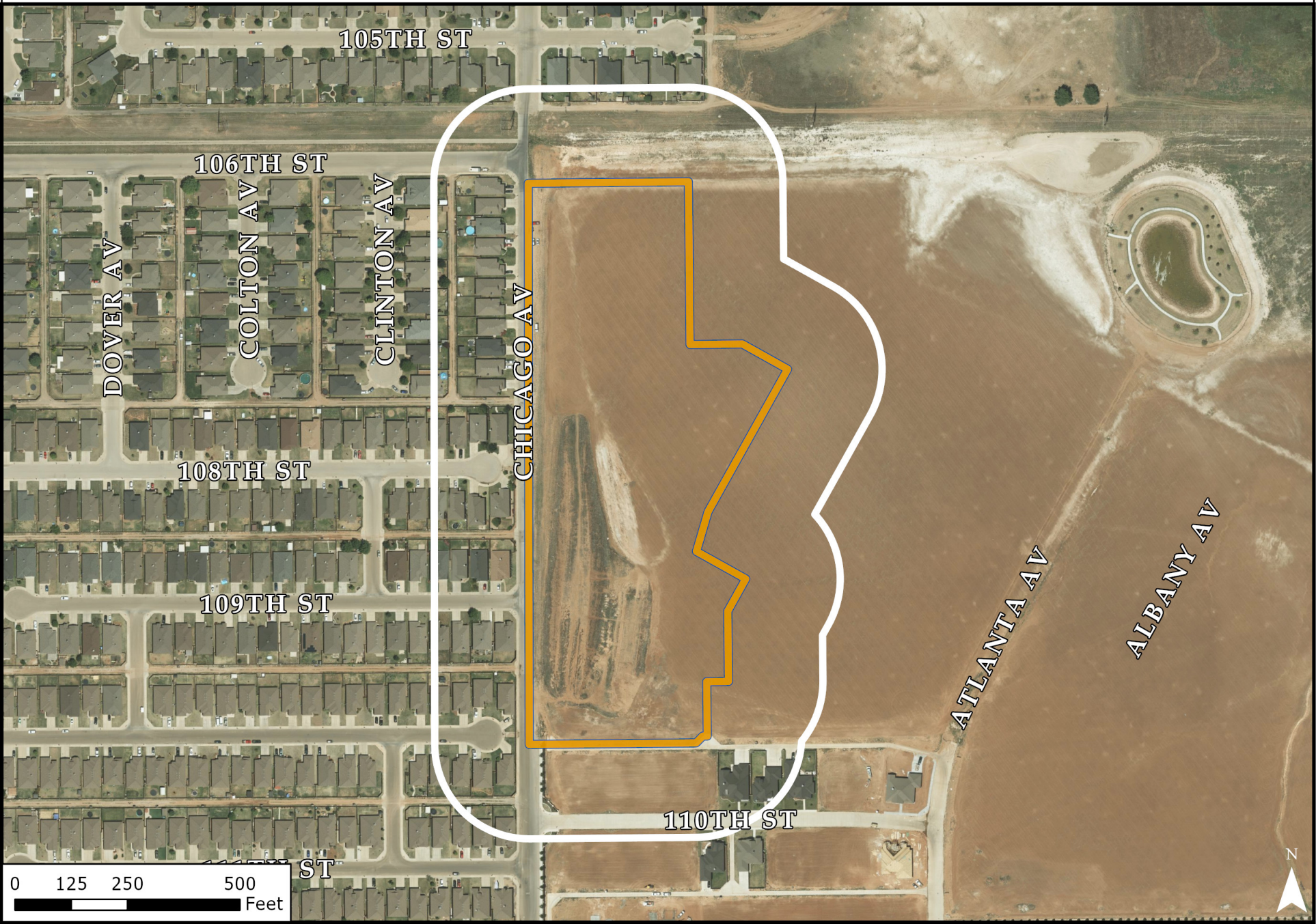
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

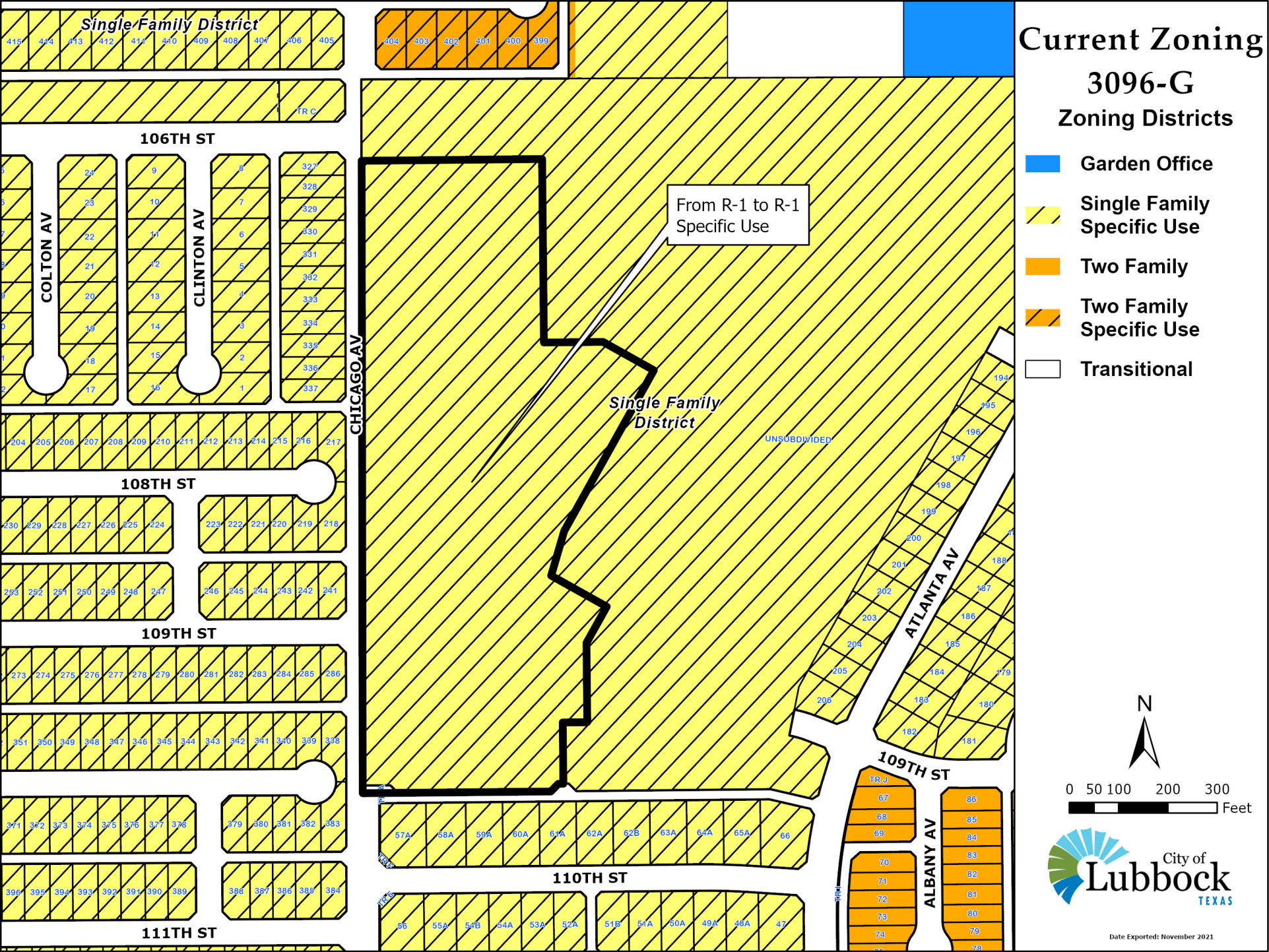
N
W E
S

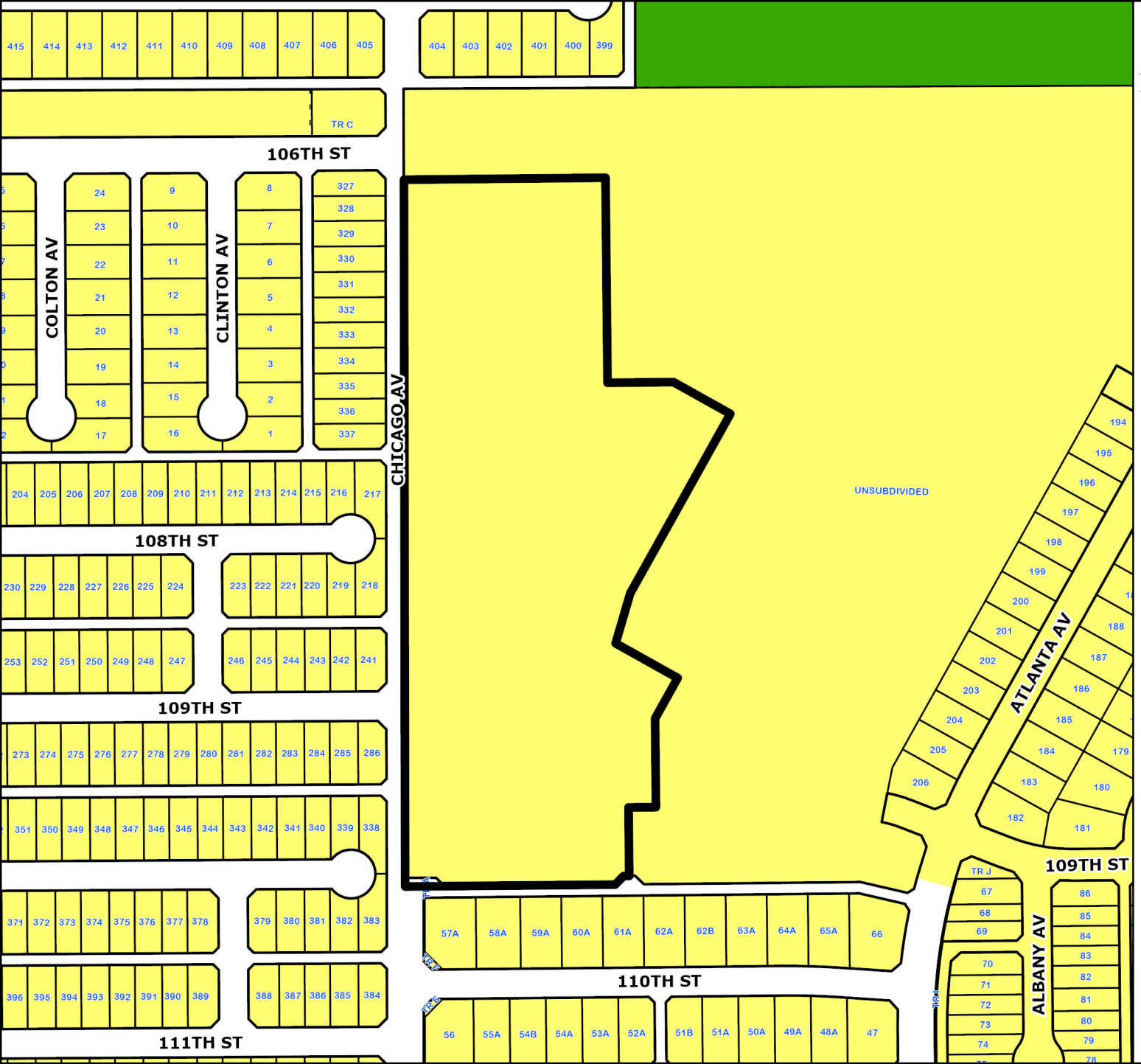
Date Exported: November 2021


PZC Mailout
Notifications Received
N
Legend
LocatorPnt3096_G
MailoutBuffer3096_G
Notification Result
In Favor
No Feedback
Opposed
Created by Planning Department
Date: 12/3/2021
0
250
500
1,000 Feet
104TH ST
105TH ST
106TH ST
107TH ST
108TH ST
109TH ST
110TH ST
111TH ST
112TH ST
DOVER AVE
COLTON AVE
CLINTON AVE
ELKHART AVE
CHICAGO AVE
ATLANTA AVE
ALBANY AVE
ABERDEEN AVE

Case Number 3096-G




Single Family District
106TH ST
COLTON AV
CLINTON AV
CHICAGO AV
From R-1 to R-1 Specific Use
Single Family District
UNSUBDIVIDED
108TH ST
109TH ST
ATLANTA AV
110TH ST
ALBANY AV
111TH ST
Current Zoning
3096-G
Zoning Districts
Garden Office
Single Family Specific Use
Two Family
Two Family Specific Use
Transitional
N
0 50 100 200 300
Feet
City of Lubbock TEXAS
Date Exported: November 2021



Future Land Use Plan
Case 3096-G

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 50 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: November 2021

3096-G



Subject property. View to the east.



View to the south.

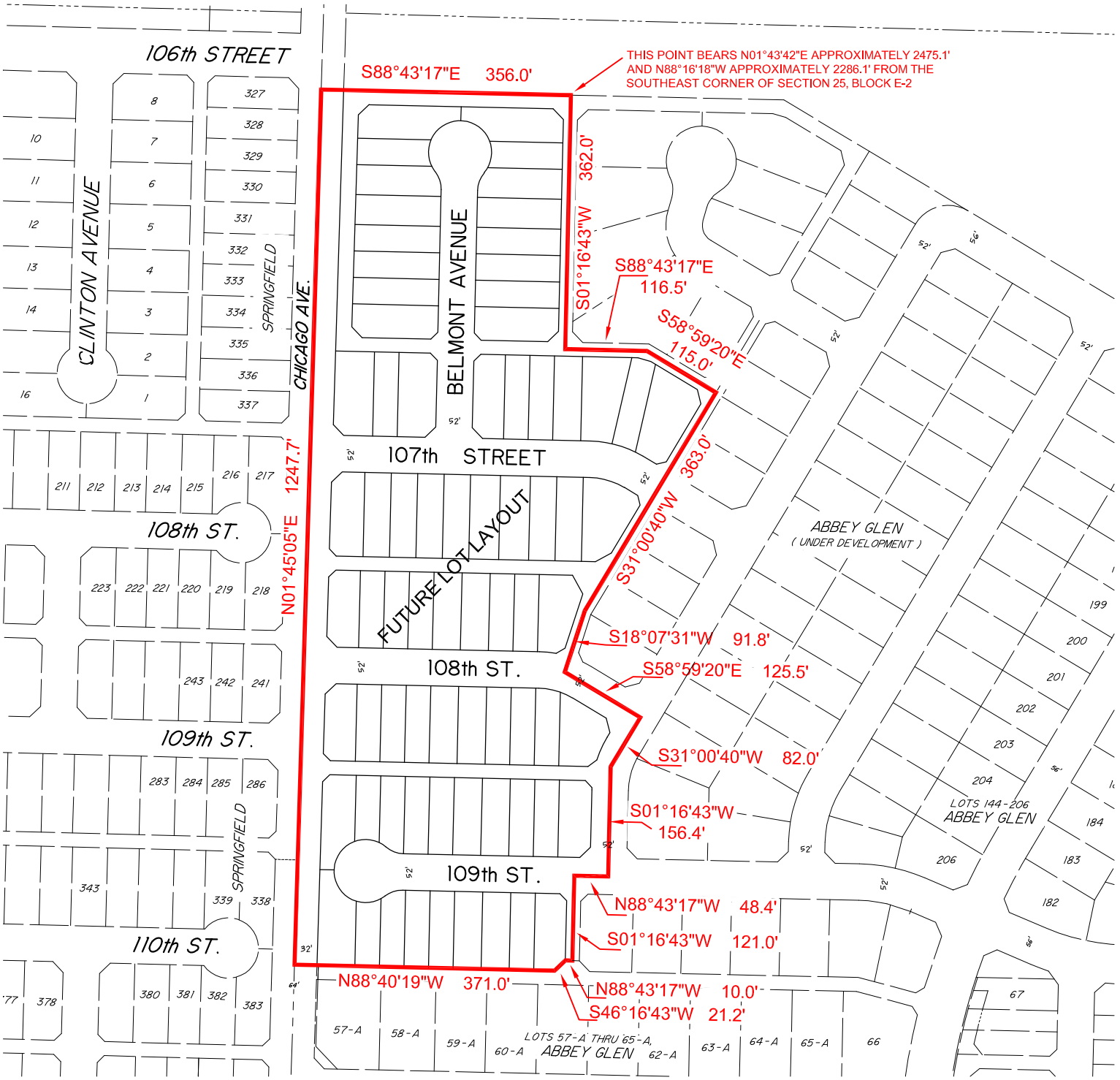


View to the north.



View to the west.

EXHIBIT "A"
PROPOSED R-1 SPECIFIC USE
For Townhomes
SECTION 25, BLOCK E-2



PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

THIS DOCUMENT IS PREPARED FOR ZONING PURPOSES ONLY.

RELEASE DATE: October 26, 2021

NORTH

Scale: 1"=200'

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: Chicago Avenue and 106th Street

Lots/Tracts: Unplatted Tract

Survey & Abstract: Section 25, Block AK

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 12.1 Acres

Existing Land Use: Vacant Existing Zoning: R-1 Single Family

Requested Zoning: R-1 Specific Use - for Townhomes

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: Hugo Reed and Associates, Inc.

Name: Terry Holeman

Address: 1601 Avenue N City: Lubbock State: TX

ZIP Code: 79401 Telephone: 806-763-5642 Email: tholeman@hugoreed.com

Applicant's Signature: Terry Holeman

Date: October 28, 2021 Printed Name: Terry Holeman

Owner Information

Firm Name: Red Canyon Development, LLC

Owner: Thomas Payne

Address: PO Box 64664 City: Lubbock State: Texas

ZIP Code: 79464 Telephone: 806-543-0667 Email: tpayn3@gmail.com

Property Owner's Signature:

Date: October 28, 2021 Printed Name: Thomas Payne

Preparer Information

Preparer's Signature:

Date: Printed Name:

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

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

NOTICE OF PUBLIC HEARING
PLANNING AND ZONING COMMISSION

City of Lubbock TEXAS

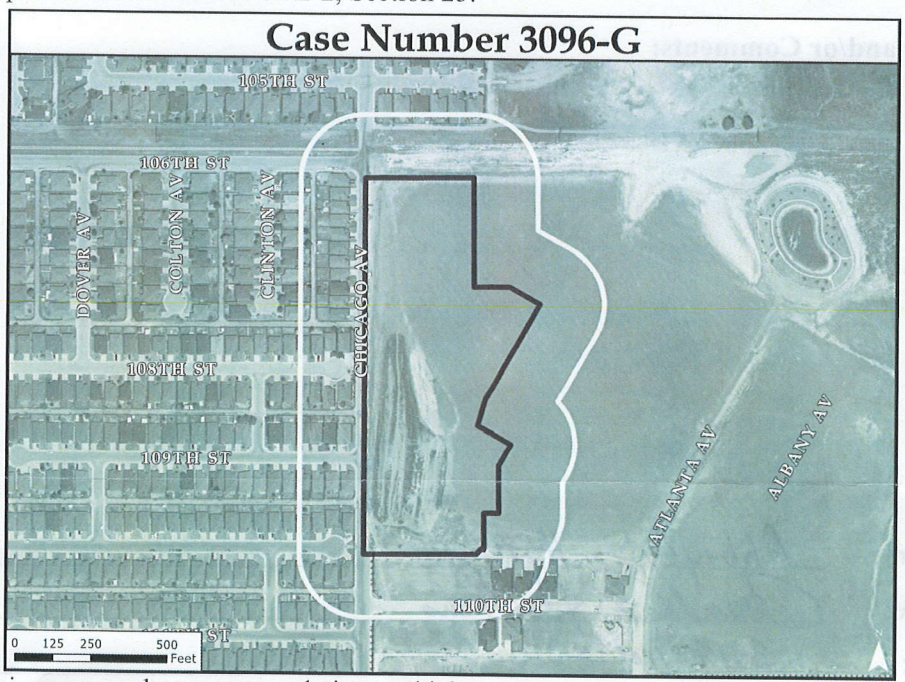
NOTICE IS HEREBY GIVEN that the Planning and Zoning Commission will hold a public hearing on **Thursday, December 2nd, 2021** at 6:00 P.M. held in the City Council Chambers at Citizen's Tower at 1314 Avenue K, Lubbock, Texas.

City of Lubbock Planning and Zoning Commission meetings are available to all persons regardless of disability. If you require special assistance, please contact the Planning Department at 775-2108 (Monday-Friday, 8:00 a.m.-5:00 p.m.) or write to us at P.O. Box 2000, Lubbock, Texas 79457 at least 48 hours in advance of the meeting.
At this hearing, the following zone change proposal will be heard and all interested persons will be given an opportunity to speak. Then, the Planning and Zoning Commission will consider the recommendations it will make to the City Council concerning this proposal. The proposal is as follows:

5.4 **Case 3096-G:** Hugo Reed and Associates, Inc. for Red Canyon Development, LLC

Request for a zone change from Single-Family District (R-1) to Reduced Setback Single-Family District (R-1A) Specific Use for townhomes, at:

- 10601 Chicago Avenue, located east of Chicago Avenue and south of 106th Street, on 12.1 acres of unplatted land out of Block E-2, Section 25.



The Commission may make recommendations, which would result in a different proposal before the City Council. The recommendation of the Planning and Zoning Commission will be forwarded to City Council. Any City Council action will be undertaken after a Public Hearing before them. Watch the Legal Notices of the Lubbock Avalanche-Journal for notice of any such hearing. **This is the only notice that you will receive.**

If you have any questions concerning this Zone Case, please call the City of Lubbock Planning Department at 775-2108.

A reply form has been included on the reverse side of this notice for your convenience.

P.O. Box 2000, Lubbock, Texas 79457 • 1314 Avenue K, Lubbock, Texas 79401
(806) 775-2108 • Email: CityPlanning@mylubbock.us

C: Desktop/Notice P&Z Letter.doc

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3096-G***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Abbey Glen HOA

Signature: Brenda B. Hawkins

Address: 3917 114th

Address of Property Owned: ____

Phone Number: 806-368-4007

Email: info@HawkizeMgmt.com

Zone Case Number: **3096-G** R329381 Recipient 45 of 70

ABBEY GLEN HOMEOWNERS ASSOCIATION INC
3917 114TH ST

LUBBOCK TX 79423

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3096-G***

In Favor ___

Opposed X

Reasons and/or Comments:

Print Name James Nicholson

Signature: [signature]

Address: 5312 110th St. Lubbock, TX 79424

Address of Property Owned: 5312 110th St. Lubbock, TX 79424

Phone Number: 512-915-9344

Email: nicholsonpath@yahoo.com

Zone Case Number: **3096-G** R329376 Recipient 53 of 70

NICHOLSON, JAMES
5312 110TH ST

LUBBOCK TX 79424

RECEIVED
DEC 01 2021
BY:

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3096-G***

In Favor ____

Opposed X

Reasons and/or Comments:

Concemed with significant reduction in property values should zone be changed. There is also a concern that properties will not be properly maintained.

Print Name J. Prudenti-Montalvo

Signature: J Prudenti Montalvo

Address: 1709 Double Arch Ct LV NV 89128

Address of Property Owned: 10620 Chicago Ave Lubbock Tx 79424

Phone Number: (702) 526-1290

Email: jrm0717@gmail.com

Zone Case Number: **3096-G** R321790 Recipient 22 of 70

PRUDENTI-MONTALVO JESSICA &
MARACITA PRUDENTI-MONTALVO &
JOSEPH R MONTALVO
1709 DOUBLE ARCH CT
LAS VEGAS NV 89128

AI# 10308
Regular City Council Meeting 8. 3.
01/11/2022:

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-O0183, for Zone Case 3309-B, a request of AMD Engineering, LLC for Lubbock Land Company, for a zone change from Single-Family District (R-1) Specific Use to Two-Family District (R-2), generally located south of 116th Street and east of Louisville Avenue, on 8.99 acres of unplatted land out of Block E-2, Section 22.

Item Summary

On December 14, 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 December 2, 2021, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Zone Case 3309-B Ordinance
Zone Case 3309-B -Report
Zone Case 3309-B -Documentation

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. 3309-B; A ZONING CHANGE FROM R-1 SPECIFIC USE TO R-2 ZONING DISTRICT GENERALLY LOCATED SOUTH OF 116TH STREET AND EAST OF LOUISVILLE AVENUE, ON 8.99 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 22, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

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

WHEREAS, 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. 3309-B

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 Specific Use** to **R-2** zoning district **generally located south of 116th Street and east of Louisville Avenue, on 8.99 acres of unplatted land out of Block E-2, Section 22,** City of Lubbock, Lubbock County, Texas, and being further described as follows:

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bryan Isham, Director of Planning

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3309-B
December 2, 2021

Rezone to R-2

METES AND BOUNDS DESCRIPTION of a 8.99 acre (391,515 SF) tract of land located in Section 22, Block E-2 in the City of Lubbock, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point having coordinates of Northing: 7,240,742.75 and Easting: 934,520.73 the Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence the northeast corner of said Section 22, Block E-2 bears N. 01° 47' 52" E. a distance of 1,244.49 feet and S. 88° 16' 30" E. a distance of 1,345.55 feet, said section corner having coordinates of Northing: 7,241,945.61 and Easting: 935,904.18 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE N 88°16'30" W an approximate distance of 135.00 feet;

THENCE N 43°14'19" W an approximate distance of 21.20 feet;

THENCE N 88°16'30" W an approximate distance of 60.00 feet;

THENCE S 46°46'04" W an approximate distance of 21.22 feet;

THENCE S 87°08'53" W an approximate distance of 50.17 feet;

THENCE N 88°16'30" W an approximate distance of 45.00 feet;

THENCE N 43°14'19" W an approximate distance of 14.13 feet;

THENCE N 01°47'52" E an approximate distance of 360.00 feet;

THENCE N 88°16'30" W an approximate distance of 140.00 feet;

THENCE N 01°47'52" E an approximate distance of 154.15 feet;

THENCE N 88°12'08" W an approximate distance of 52.00 feet;

THENCE N 01°47'52" E an approximate distance of 56.05 feet;

THENCE northeasterly, along a curve to the right, an arc distance of 134.42 feet, said curve having a radius of 252.00 feet, a delta angle of 30°33'47", a chord distance of 132.84 feet and a chord bearing of N 17°04'46" W, to a point of intersection;

THENCE N 32°21'39" E an approximate distance of 319.92 feet;

THENCE N 12°38'21" W an approximate distance of 21.21 feet;

THENCE S 57°38'21" E an approximate distance of 557.00 feet;

THENCE S 77°08'14" W an approximate distance of 14.20 feet;

THENCE S 32°21'39" W an approximate distance of 287.67 feet;

THENCE S 01°47'52" W an approximate distance of 455.25 feet to the Point of Begginning and containing approximately 8.99 acres, including any Right of Way.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for: Lubbock Land Company
October 25, 2021

Planning Department
City of Lubbock

Staff Report	Zone Case 3309-B
City Council Meeting	December 14, 2021

Applicant AMD Engineering, LLC

Property Owner Lubbock Land Company

Council District 4

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- January 14, 1999: The northern portion of this property was annexed through Ordinance No. 10117 and zoned Transition (T).
- June 23, 2005: The southern portion of this property was annexed through Ordinance No. 2005-O0067 and zoned Transition (T).
- April 13, 2017, Zone Case 3309: This property was rezoned from Transition (T) to Single-Family District (R-1) with a Specific Use for Reduced Setbacks through Ordinance No. 2017-O0040.
- December 2. 2021: The Planning and Zoning Commission recommended approval of Zone Case 3309-B by a vote of 7-0-0.

Notification Summary

- Notifications Sent: 18
- Received In Favor: 1
- Received In Opposition: 1

Site Conditions and History

A portion of the property was annexed in 1999 and the remainder was annexed into the City in 2005 and all of this area has remained vacant and unsubdivided.

Adjacent Property Development

This property is surrounded by a mix of transitional, residential, and commercial districts that are developed with single and two-family residences, a middle school, and vacant unsubdivided land.

Zoning Request and Analysis

Item Summary

The subject property is generally located south of 116th Street and east of Louisville Avenue, on 8.99 acres of unplatted land out of Block E-2, Section 22. The applicant is requesting to rezone from R-1 to R-2.

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

Requested zoning: **Two-Family District (R-2)**

Intent Statements

The intent of the current R-1 zoning is “to promote orderly and proper development of single-family residential units; to protect established and future single-family residential developments from inharmonious and harmful land uses; and to provide a “quality environment” for the residents of the district and city.”

The intent of the proposed R-2 zoning is “to promote stable, quality residential development of slightly increased densities and multiple occupancy. This district may include entire neighborhoods or when used in accordance

with the intent of the comprehensive plan, may provide a "buffer" district between low-density and high-density or non-residential districts."

Traffic Network/Infrastructure Impacts
The proposed rezoning location will have access from 118th Street and Louisville Avenue, both of which are designated as Local Streets in the Master Thoroughfare Plan, 2018. Local streets provide access to smaller, destination-oriented areas such as neighborhoods, subdivisions, or local business districts.

Compatibility with Surrounding Property
The proposed zoning is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for "Low Density Residential" land uses. The proposed zone change to R-2 is consistent with the designation and conforms to the principles of the Comprehensive 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 and as a buffer for the commercial zoning to the east.

Suitability of Property for Allowed Uses
The property is suitable for the proposed uses but may need additional public improvements to support the intensity of uses described in the R-2 zoning district, due to the land currently being unplatted.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Aerial Map
D. Zoning Map
E. Future Land Use Map
F. Photos
G. Application and supporting documents

Staff Contacts

Aslyn Henry
Planner
Planning Department
806-775-2021
ahenry@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3309-B

Allowable Uses: Two-Family District (R-2)

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

Thoroughfare	Existing	Per Thoroughfare Development Plan
Louisville Avenue *Local Street*	R.O.W. 66 feet, two-lane, undivided, paved	R.O.W. 66 feet, two-lane, undivided, paved
118th Street *Local Street*	R.O.W. 66 feet, two-lane, undivided, paved	R.O.W. 66 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 Information: Zone Case 3309-B

Allowable Uses: Two-Family District (R-2)

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

Thoroughfare	Existing	Per Thoroughfare Development Plan
Louisville Avenue *Local Street*	R.O.W. 66 feet, two-lane, undivided, paved	R.O.W. 66 feet, two-lane, undivided, paved
118th Street *Local Street*	R.O.W. 66 feet, two-lane, undivided, paved	R.O.W. 66 feet, two-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes:

Case 3309-B: AMD Engineering, LLC for Lubbock Land Company

Request for a zone change Single-Family District (R-1) Specific Use to Two-Family District (R-2) at:

- Generally located south of 116th Street and east of Louisville Avenue, on 8.99 acres of unplatted land out of Block E-2, Section 22.

PLANNER ASLYN HENRY stated there were eighteen notifications sent out. There has been one (1) returned in favor and one (1) returned in opposition. One of the two returned in opposition is concerned this request will affect their property value in a negative way. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

APPLICANT WESTIN MCCOWEN, AMD Engineering, 6515 68th Street stated the developer has spoken with the opposition and assured them that they are not building apartments. The plan is to develop very nice townhomes.

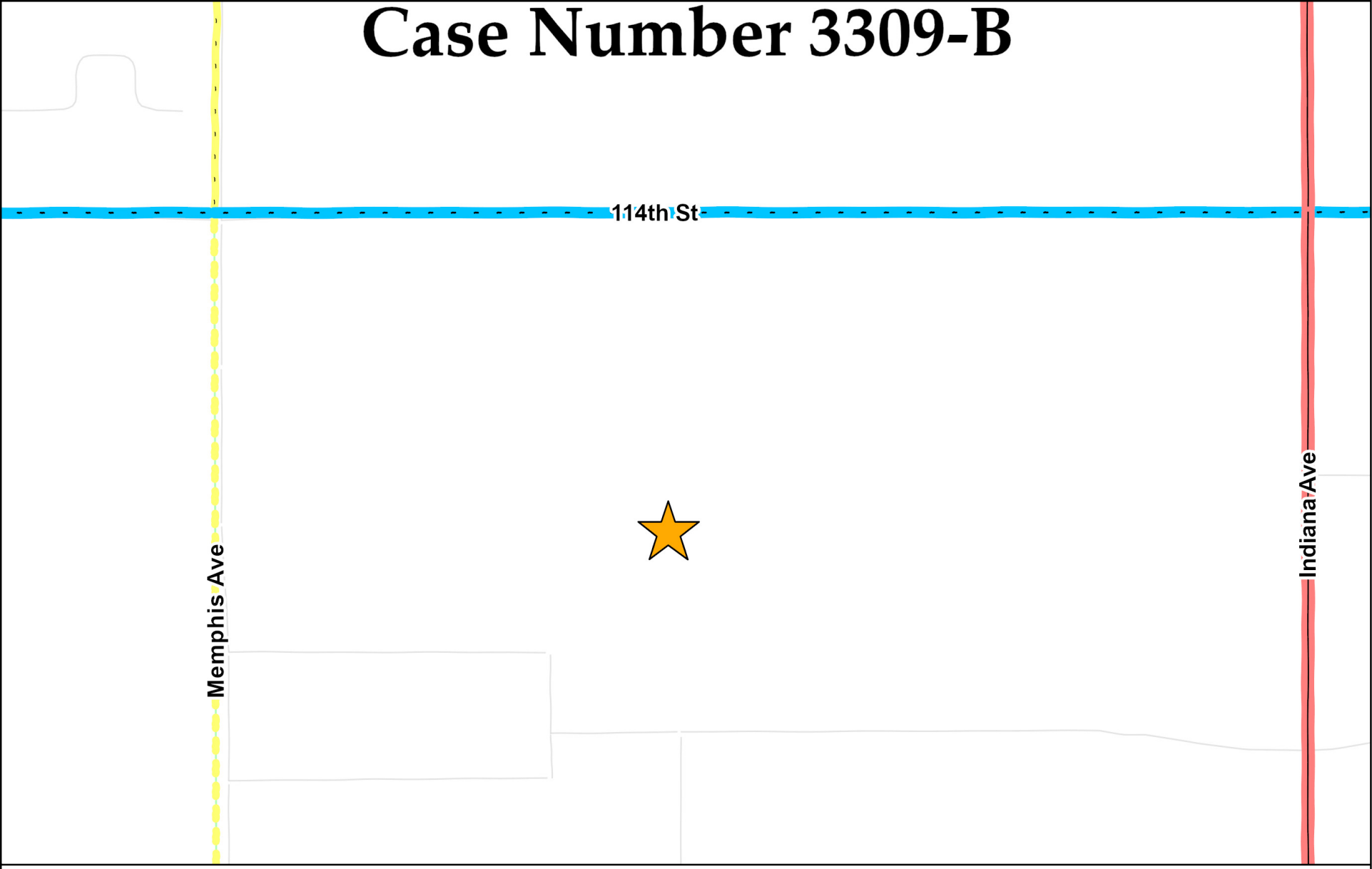
No one spoke in favor of the request

OPPOSITION STEPHANIE HUMPHREY, 11804 Kenosha Avenue**,** stated she lives south of the subject property. Her home is a huge investment and they would like for the property value to increase. She is concerned the townhomes will not be maintained and that would deter anyone from wanting to buy her home in the future.

APPLICANT ANDY BEAN, Lubbock Land Company, 12203 Quaker Avenue, stated they will be maintaining the property. The townhomes will be high end with each unit having an individual look. They are going to require tenants to maintain the property. Mr. James Bell asked if they will be rentals. Mr. Bean stated they will be rentals, which will be owned and managed by their company. They will be maintaining the landscaping, fencing, etc.

In matter of **Zone Case 3309-B** a motion was made by **JAMES BELL** and seconded by **ABEL HERNANDEZ** to approve the request as presented and the Commission members voted 7 (in favor) to 0 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.

Case Number 3309-B



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

N
W E
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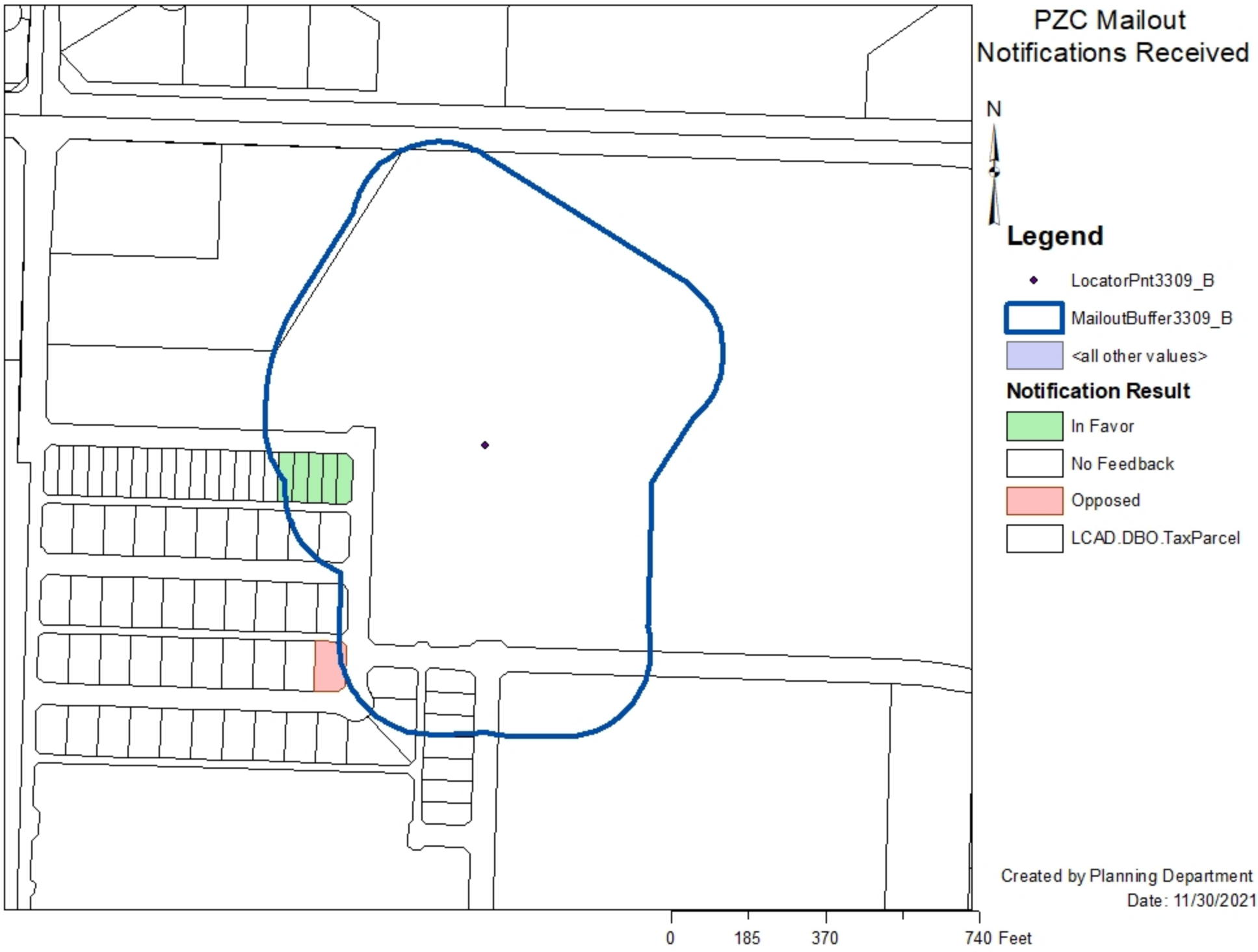
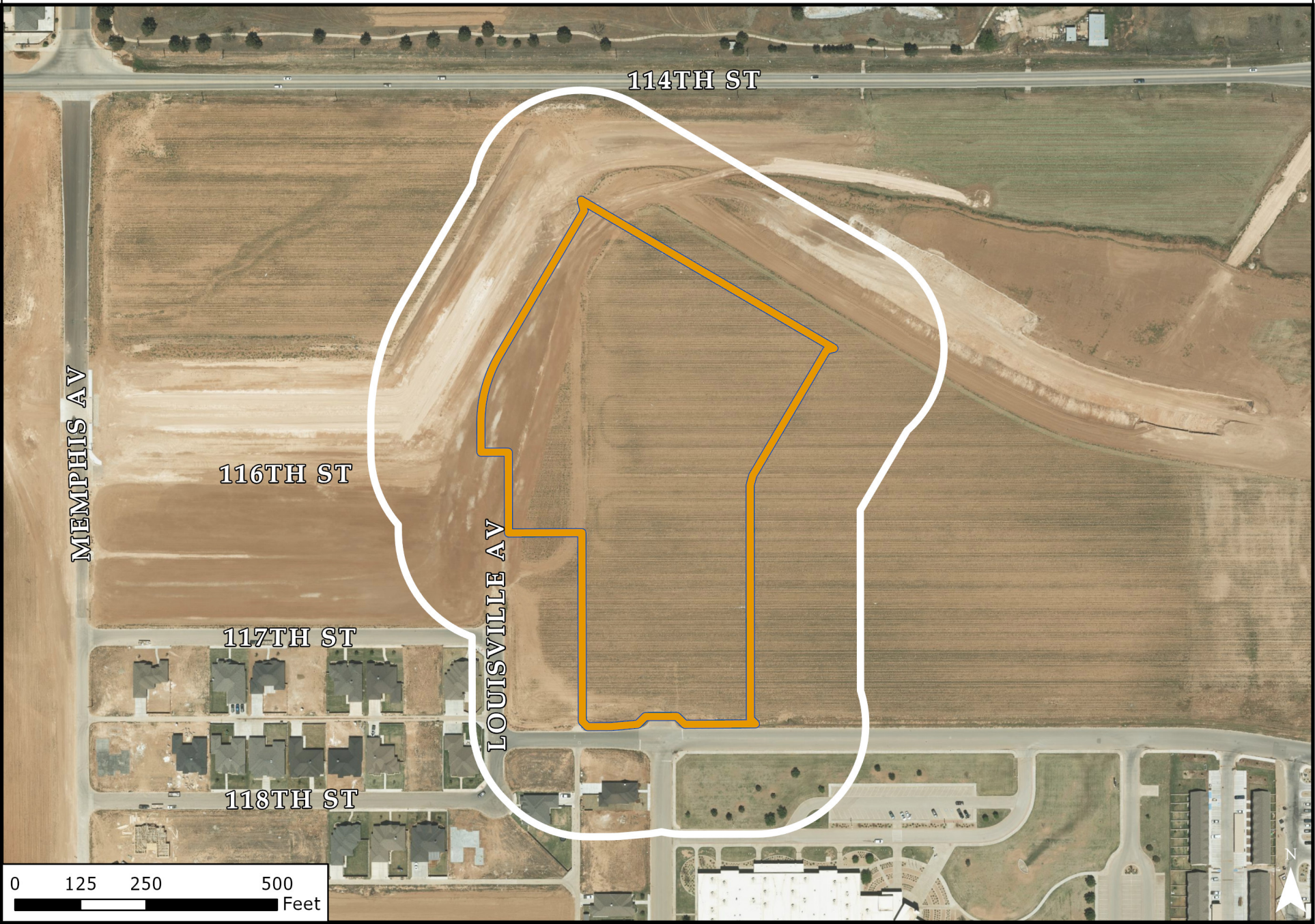
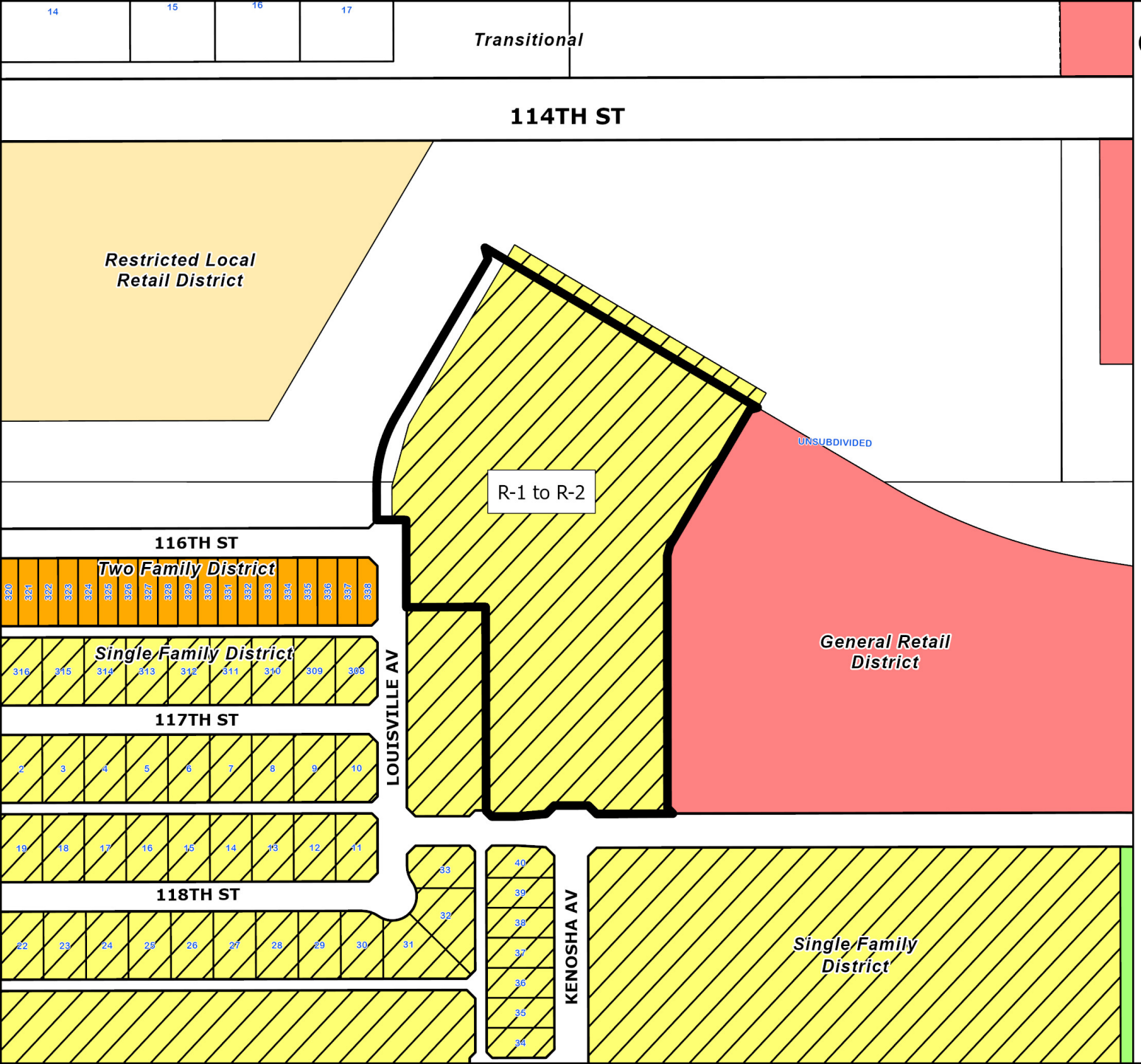
Date Exported: November 2021


PZC Mailout
Notifications Received
N
Legend
LocatorPnt3309_B
MailoutBuffer3309_B
<all other values>
Notification Result
In Favor
No Feedback
Opposed
LCAD.DBO.TaxParcel
Created by Planning Department
Date: 11/30/2021
0
185
370
740 Feet

Case Number 3309-B





Current Zoning

3309-B

Zoning Districts

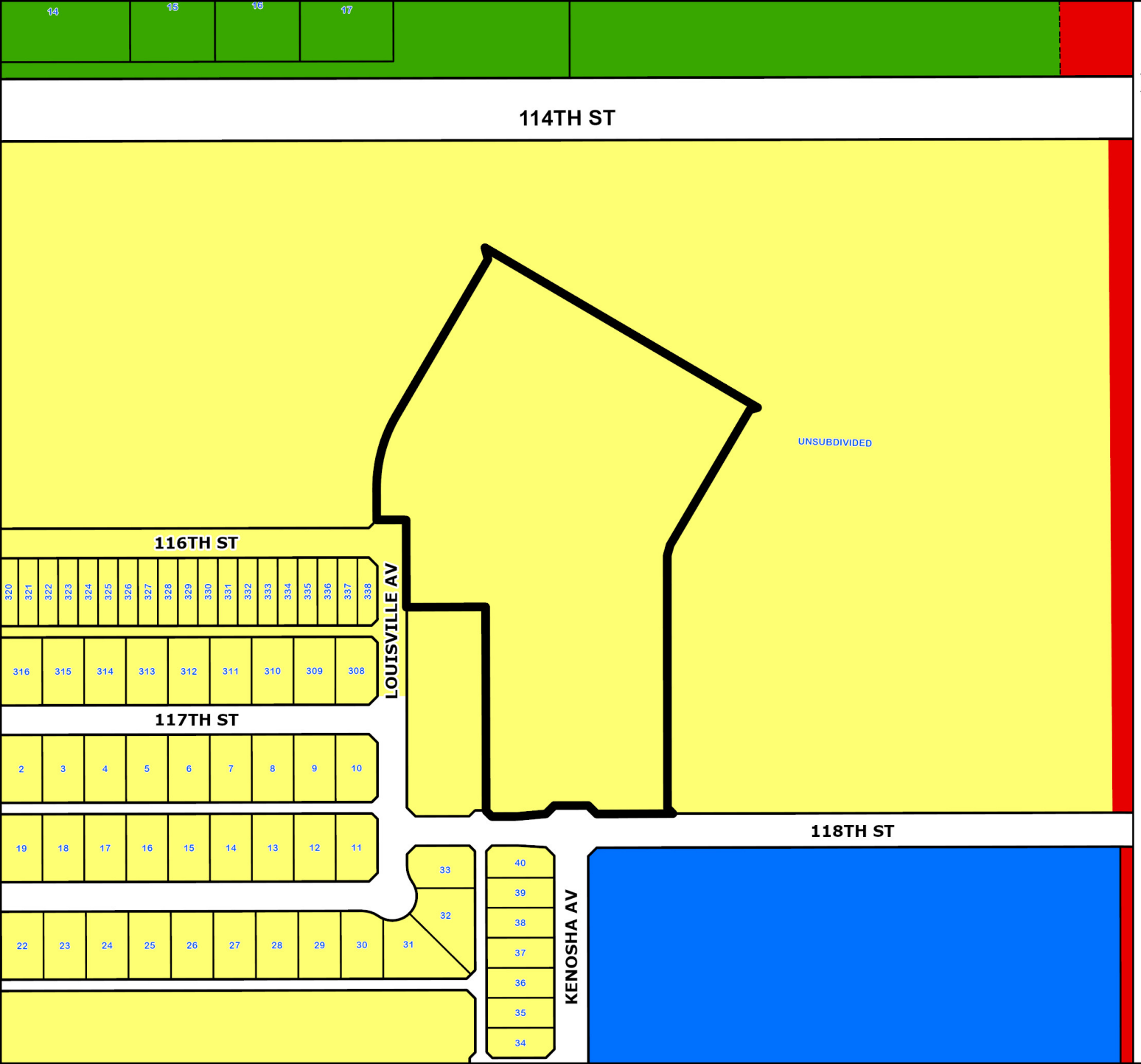
- High Density Apartment
- Restricted Local Retail
- General Retail
- Single Family Specific Use
- Two Family
- Transitional

N

0 50 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: November 2021



Future Land Use Plan
Case 3309-B

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 50 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: November 2021



View North.



View East.



View South.



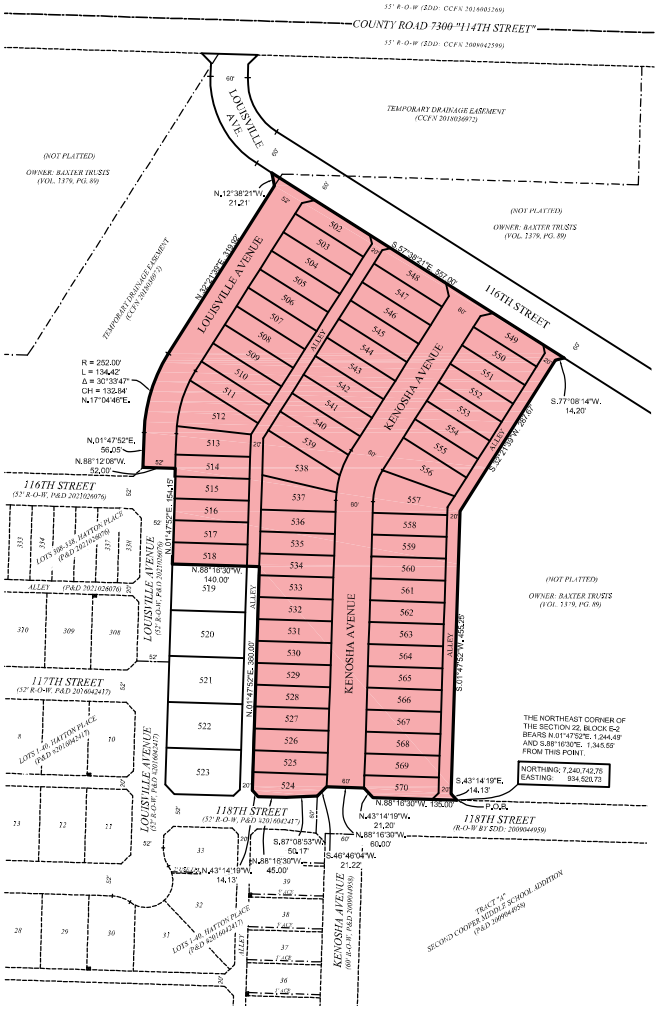
View West.

3309-B

ZONE CHANGE APPLICATION EXHIBIT

(SHEET 2)

8.99 ACRES OF LAND LOCATED IN SECTION 22, BLOCK E-2, LUBBOCK COUNTY, TEXAS

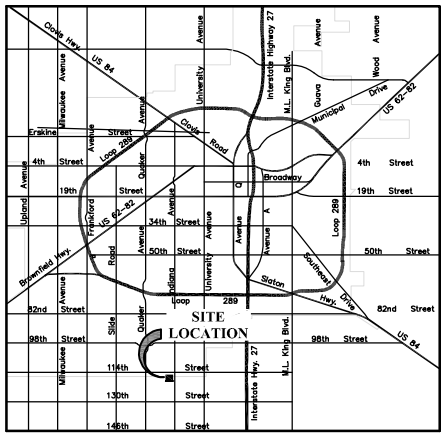


NOTES:
SCALE: 1" = 200'

– ZONING REQUEST R-2 FROM R-1 (8.99 ACRES)

SCALE: 1"=200'

0 100' 200' 400'



VICINITY MAP
NOT TO SCALE

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

Rezone to R-2

METES AND BOUNDS DESCRIPTION of a 8.99 acre (391,515 SF) tract of land located in Section 22, Block E-2 in the City of Lubbock, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point having coordinates of Northing: 7,240,742.75 and Easting: 934,520.73 the Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence the northeast corner of said Section 22, Block E-2 bears N. 01° 47' 52" E. a distance of 1,244.49 feet and S. 88° 16’ 30” E. a distance of 1,345.55 feet, said section corner having coordinates of Northing: 7,241,945.61 and Easting: 935,904.18 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE N 88°16’30” W an approximate distance of 135.00 feet;

THENCE N 43°14’19” W an approximate distance of 21.20 feet;

THENCE N 88°16’30” W an approximate distance of 60.00 feet;

THENCE S 46°46’04” W an approximate distance of 21.22 feet;

THENCE S 87°08’53” W an approximate distance of 50.17 feet;

THENCE N 88°16’30” W an approximate distance of 45.00 feet;

THENCE N 43°14’19” W an approximate distance of 14.13 feet;

THENCE N 01°47’52” E an approximate distance of 360.00 feet;

THENCE N 88°16’30” W an approximate distance of 140.00 feet;

THENCE N 01°47’52” E an approximate distance of 154.15 feet;

THENCE N 88°12’08” W an approximate distance of 52.00 feet;

THENCE N 01°47’52” E an approximate distance of 56.05 feet;

THENCE northeasterly, along a curve to the right, an arc distance of 134.42 feet, said curve having a radius of 252.00 feet, a delta angle of 30°33’47”, a chord distance of 132.84 feet and a chord bearing of N 17°04’46” W, to a point of intersection;

THENCE N 32°21’39” E an approximate distance of 319.92 feet;

THENCE N 12°38’21” W an approximate distance of 21.21 feet;

THENCE S 57°38’21” E an approximate distance of 557.00 feet;

THENCE S 77°08’14” W an approximate distance of 14.20 feet;

THENCE S 32°21’39” W an approximate distance of 287.67 feet;

THENCE S 01°47’52” W an approximate distance of 455.25 feet to the Point of Begginning and containing approximately 8.99 acres, including any Right of Way.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for: Lubbock Land Company
October 25, 2021

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3309-B***

In Favor

Opposed X

Reasons and/or Comments:

We purchased our property for single family living NOT apartments.

Print Name Randal & Laura Smith

Signature: Randal Smith Laura Smith

Address: 3702 118th

Address of Property Owned: same

Phone Number: 972-821-6176

Email: randy@rfsmith.net

Zone Case Number: **3309-B** R329130 Recipient 4 of 18

SMITH RANDAL FRANKLIN & LAURA JANE
3702 118TH ST

LUBBOCK TX 79423

RECEIVED
NOV 24 2021
BY: Aslyn Henry

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3309-B***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Andy Bean

Signature: Andy Bean

Address: PO Box 64415, Lubbock, TX 79464

Address of Property Owned: 3701 116th St

Phone Number: 806-798-0098

Email: andy@lubbocklandcompany.com

Zone Case Number: **3309-B** R340553 Recipient 2 of 18
HP TOWNHOMES LP
PO BOX 64415

LUBBOCK TX 79464

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

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 116th Street and Kenosha Avenue. Refer to sketch.

Lots/Tracts: Lots 502-518 & 524-570, Hatton Place

Survey & Abstract:

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 8.99

Existing Land Use: Undeveloped Existing Zoning: R-1

Requested Zoning: R-2

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: AMD Engineering, LLC

Name: Westin McCowen, P.E.

Address: 6515 68th Street, Suite 300 City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-771-5976 Email: wmccowen@amdeng.com

Applicant's Signature: Westin McCowen

Date: 10/25/2021 Printed Name: Westin McCowen

Owner Information

Firm Name: Lubbock Land Company

Owner: Andy Bean

Address: PO Box 64415 City: Lubbock State: TX

ZIP Code: 79464 Telephone: (806)798-0098 Email: andy@lubbocklandcompany.com

Property Owner's Signature: Andy Bean

Date: **10/26/2021** Printed Name: Andy Bean

Preparer Information

Preparer's Signature: Westin McCowen

Date: 10/25/2021 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.

AI# 10305
Regular City Council Meeting 8. 4.
01/11/2022:

Information

Agenda Item

Ordinance 1st Reading - Planning: Consider a request for Zone Case 2538-X, a request of Tyson Rowin for Derek Cooper and Lee Mazurek, for a zone change from Family Apartment District (A-1) to Local Retail District (C-2) with a Specific Use for a Self-Storage Facility at 6801 4th Street, located south of 4th Street and east of Quincy Avenue on 2.139 acres of unplatted land out of Block JS, Section 10, and consider an ordinance.

Item Summary

On December 14, 2021, the City Council held a public hearing and postponed the first reading of the ordinance to January 11, 2022.

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 December 2, 2021, and recommended approval of the request by a vote of 6-1-0.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Zone Case 2538-X Ordinance
Zone Case 2538-X - Report
Zone Case 2538-X- Documentation

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-X; A ZONING CHANGE FROM A-1 TO C-2 SPECIFIC USE FOR A SELF-STORAGE FACILITY, AT 6801 4TH STREET, LOCATED SOUTH OF 4TH STREET AND EAST OF QUINCY AVENUE ON 2.139 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, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

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

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

ZONE CASE NO. 2538-X

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **A-1** to **C-2 Specific Use** for **a Self Storage Facility** zoning district at **6801 4th Street, located south of 4th street and east of Quincy Avenue on 2.139 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 the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **A-1** 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 **6801 4th Street, located south of 4th street and east of Quincy Avenue on 2.139 acres of unplatted land out of Block JS, Section 10**, 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/ZC2538-X
December 2, 2021

ABACUS ENGINEERING SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670

"Count on it"

FIELD NOTES on a 2.139 Acre Tract out of the Northeast Quarter (NE/4) of Section 10, Block JS, Lubbock County, Texas and also out of the Tract described in Volume 6359, Page 253, Lubbock County Real Property Records(LCRPR) and further described as follow:

Beginning at set 1/2" iron rod with green cap marked RPLS 4460 in the West Plat Limits of Westchester Park as shown by the plat recorded in Volume 6582, Page 88, LCRPR from which the Northeast corner of Section 10 by calls bears North 55.00 feet and S 89° 59' 13" E, 2344.92 feet;

THENCE S 01°48'38" W(Texas North Central Zone Bearing Basis), with the West line of the said Plat Limits, 399.00 feet to the most Southerly Southeast corner of this tract;

THENCE N 88°10'35" W, 153.23 feet to the most Southerly Southwest corner of this tract;

THENCE for this and the following 3 calls along a common line with the 0.97± acre tract described in Lubbock County Clerk File Number (CCFN) 201700715, N 01°45'48" E, 106.28 feet to a found 1/2" iron rod with red cap for a corner of this tract;

THENCE N 88°10'30" W, 15.12 feet to a found 1/2" rod with red cap for a corner of this tract;

THENCE S 01°42'11" W, 75.08 feet to a found 1/2" rod with red cap for a corner of this tract;

THENCE N 88°14'12" W, 128.55 feet to the most Westerly Southwest corner of this tract, from which the center of a steel post bears S 15° E, 0.73 feet;

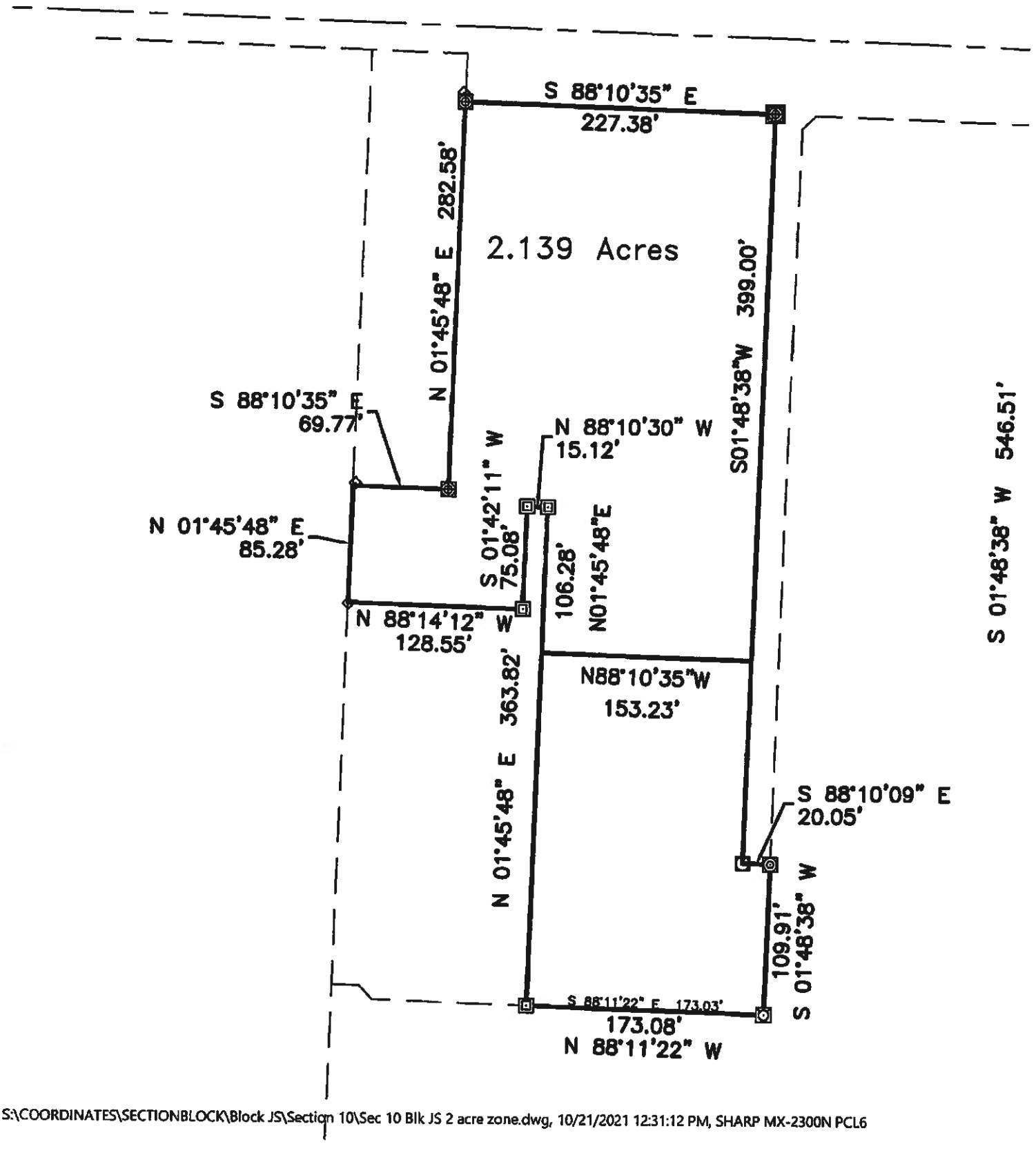
THENCE N 01°45'48" E, 85.28 feet to the most Westerly Northwest corner of this tract from which the center of a steel post bears N 39° E, 2.53 feet;

THENCE S 88°10'35" E, 69.77 feet to a set Abacus Cap for a corner of this tract;

THENCE N 01°45'48" E, 282.58 feet to a set Abacus Cap for the most Northerly Northwest corner of this tract;

THENCE S 88°10'35" E, 227.38 feet to the PLACE of BEGINNING containing 2.139 acres.

These notes represent a survey made on the ground.
J. M. Cieszinski, RPLS # 4460
October 21, 2021



S:\COORDINATES\SECTIONBLOCK\Block JS\Section 10\Sec 10 Blk JS 2 acre zone.dwg, 10/21/2021 12:31:12 PM, SHARP MX-2300N PCL6

Planning Department
City of Lubbock

Staff Report	Zone Case 2538-X
City Council Meeting	December 14, 2021

Applicant Tyson Rowin

Property Owner Derek Cooper and Lee Mazurek

Council District 6

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- September 27, 1985: This property was annexed through Ordinance No. 8660 and zone Transition (T).
- October 10, 1985, Zone Case 2538: This property was rezoned from Transition (T) to Single-Family District (R-1) through Ordinance No. 8827.
- January 26, 2021, Zone Case 2538-R: This property was rezoned from Single-Family District (R-1) to Family Apartment District (A-1) through Ordinance No. 2021-O0005.
- December 2, 2021: The Planning and Zoning Commission recommended approval of Zone Case 2538-X by a vote of 6-1-0.

Notification Summary

- Notifications Sent: 26
- Received In Favor: 1
- Received In Opposition: 1

Site Conditions and History

The property was annexed in 1985 and has remained vacant and unsubdivided.

Adjacent Property Development

Property to the east, south, and west is zoned Single-Family District (R-1) and is developed with single family residences, an electric utility substation, and vacant unsubdivided land. Property to the north is zoned Two-Family District (R-2) and consists of subdivided vacant land.

Zoning Request and Analysis

Item Summary

The subject property is located at 6801 4th Street, located south of 4th street and east of Quincy Avenue on 2.139 acres of unplatted land out of Block JS, Section 10. The applicant is requesting to rezone the property from A-1 to C-2 Specific Use for a Storage Facility.

Current zoning: **Family Apartment District (A-1)**

Requested zoning: **Local Retail District (C-2) with a Specific Use for a Storage Facility**

Intent Statements

The intent of the current A-1 is "to promote medium-density, multiple-occupancy development. The regulations are designed to promote family-oriented development which provides the occupants with the proper environmental quality, and compatibility with lower-density development. The purpose of this district is not to isolate multi-family units, but to encourage compatible residential land uses through effective planning and urban design."

The intent of the Specific Use District is "to provide for design and land use flexibility in the various districts. This district provides for variations in the land use standards within the [zoning] ordinance, provided the intent, principles, and innovations of modern urban planning and design are used."

Traffic Network/Infrastructure Impacts
The proposed rezoning location is located south of 4th Street, which is designated as a Principal Arterial by the Master Thoroughfare Plan, 2018. Arterials are continuous routes whose function is to serve high volume needs of local 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 "Residential Low Density". The proposed zone change to C-2 Specific Use is not in conformance with the Comprehensive Plan or Future Land Use Map, however, a storage facility would not generate an increase in traffic volume in the area.

Conformance with Zoning Ordinance
The proposed zoning request is not in conformance with the zoning ordinance but is appropriate adjacent to the existing development due to the low density use a storage facility would provide.

Suitability of Property for Allowed Uses
The property is suitable for the proposed uses but may require additional public improvements to support the intensity of uses described in the C-2 zoning district due to this property being unplatted.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Aerial Map
D. Zoning Map
E. Future Land Use Map
F. Photos
G. Application and supporting documents

Staff Contacts

Aslyn Henry
Planner
Planning Department
806-775-2021
ahenry@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 2538-X

Allowable Uses: Local Retail District (C-2)

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

Thoroughfare	Existing	Per Thoroughfare Development Plan
4th Street *Principal Arterial*	R.O.W. 110 feet, four-lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

Case 2538-X: Tyson Rowin for Derek Cooper and Lee Mazurek

Request for a zone change from Family Apartment District (A-1) to Local Retail District (C-2) with a Specific Use for a Self-Storage Facility, at:

- 6801 4th Street, located south of 4th street and east of Quincy Avenue on 2.139 acres of unplatted land out of Block JS, Section 10.

PLANNER ASLYN HENRY stated there were twenty-six notifications sent out. There has been one (1) returned in favor and one (1) returned in opposition. The one returned in opposition is concerned that if the zone change passes that it will affect the value of her property. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

BOARDMEMBER JAMES BELL stated they are requesting C-2 with a Specific Use for a Self-Storage Facility, but their site plan and elevations make it appear it is an office/warehouse, since they have 1,500 square foot building spaces with large overhead doors.

PLANNING AND ZONING MANAGER KRISTEN SAGER stated that she had a conversation with the applicant this afternoon and the units will be used for storage only. They will not be used as an office/warehouse, shop rental, etc.

BOARDMEMBER JAMES BELL stated he has not seen a storage facility with a fourteen-foot door and a personal entrance. If approved, how will it be regulated to make sure it is not being used as an office warehouse?

PLANNING AND ZONING MANAGER KRISTEN SAGER stated the design of the building cannot be regulated. It can be regulated by the code setbacks and use. If it is being used for any other use other than a storage facility, the Codes Department can issue citations.

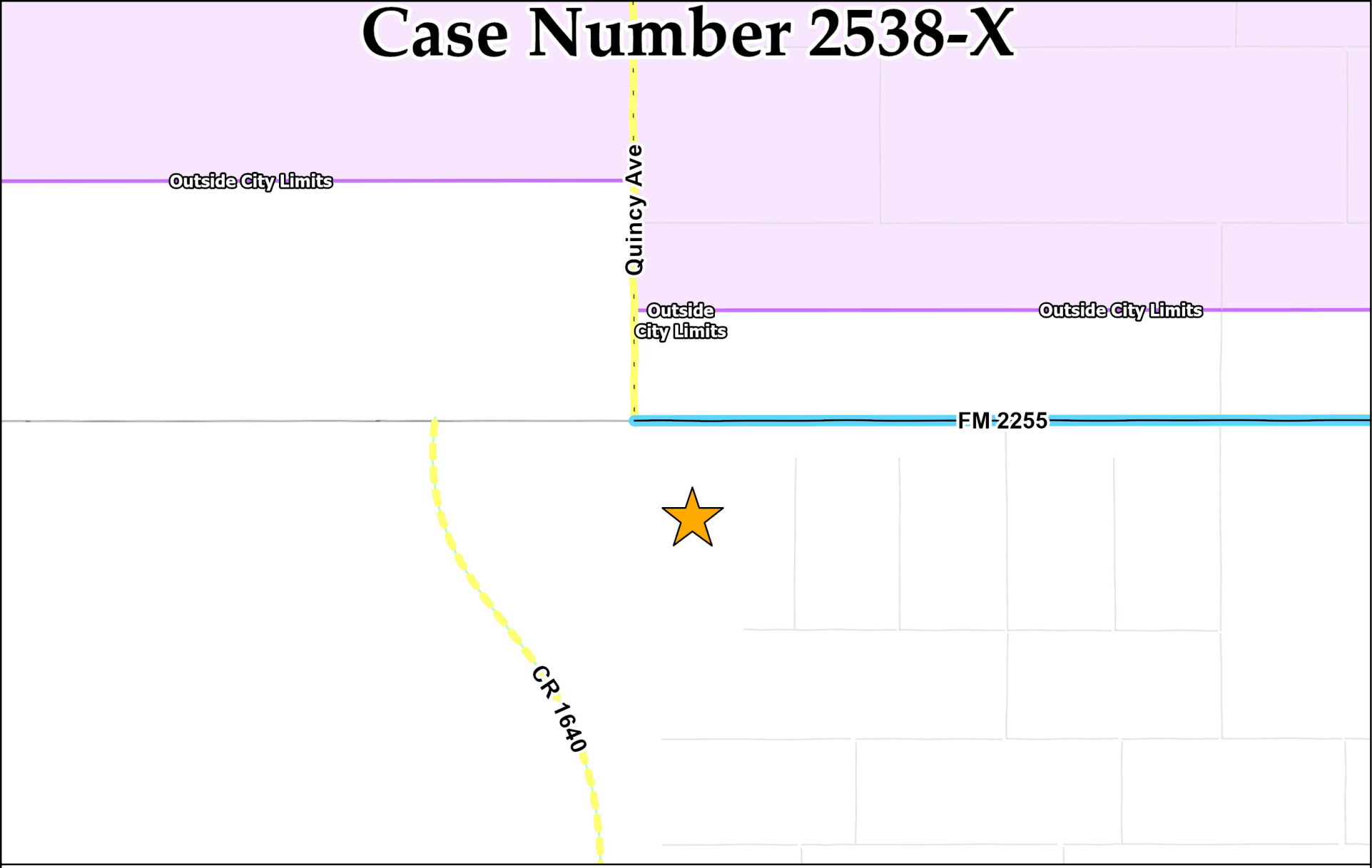
APPLICANT TYSON ROWIN 3914 126th Street and **LEE MAZUREK** 4505 7th Street, stated they are able to answer any questions. Mr. James Bell asked the same question to the applicants about the office/warehouse. Mr. Rowin stated they will be screening tenants and will not allow for businesses to be run out of the facility. The building is to be located next to an electric substation, which they feel is a good use of the land. They find that most of the people that will be renting they units have boats and RVs to store. The facility will be a higher end storage unit. They are aware that if the facility is used for something other then what is requested, then they are liable.

No one spoke in favor or opposition to the request

In matter of **Zone Case 2538-X** a motion was made by **ABEL HERANDEZ** and seconded **by SUSAN TOMLINSON** to approve the request as presented and the Commission members voted 6 (in favor) to 1 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.

JAMES BELL case the vote in opposition.

Case Number 2538-X



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

N
W E
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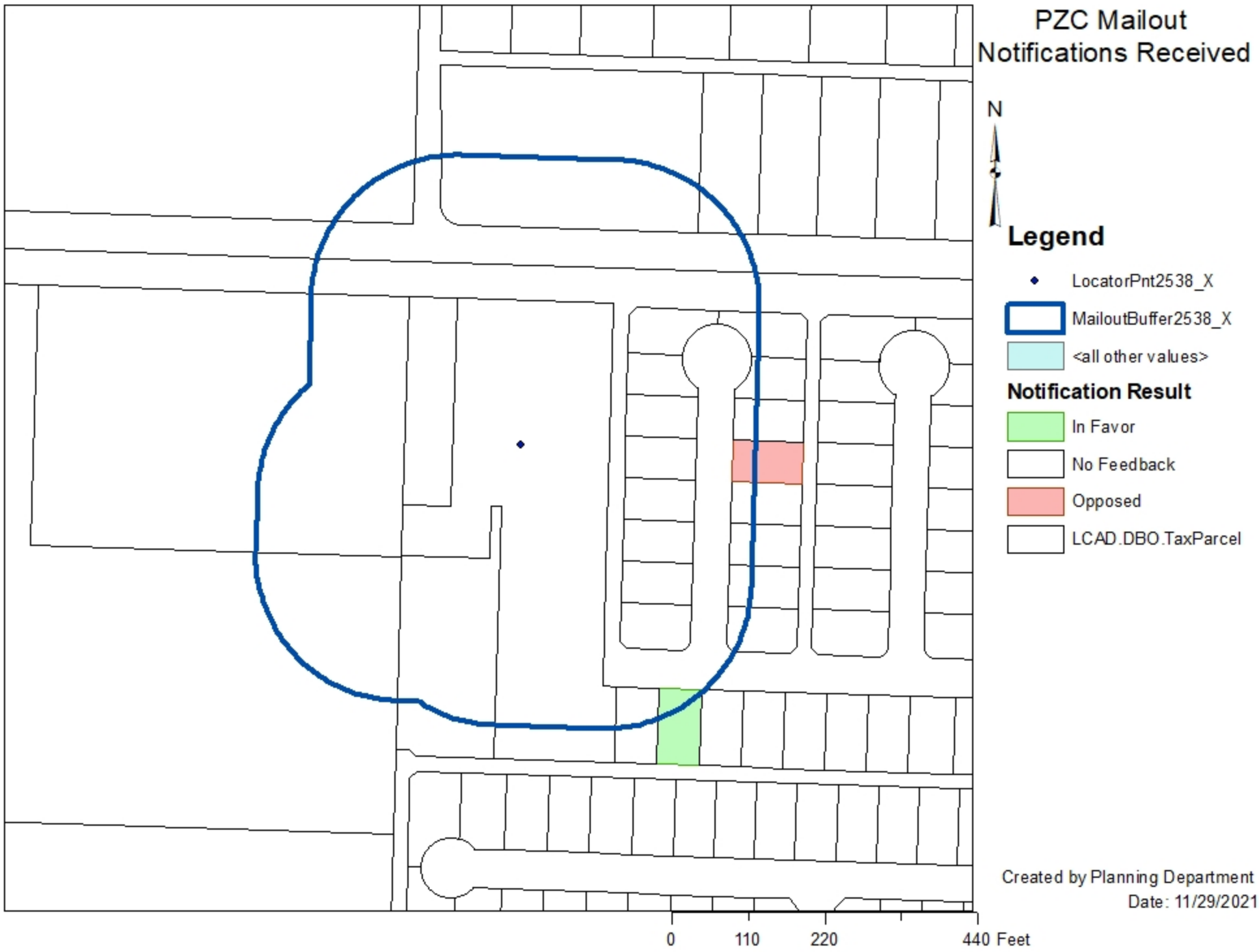
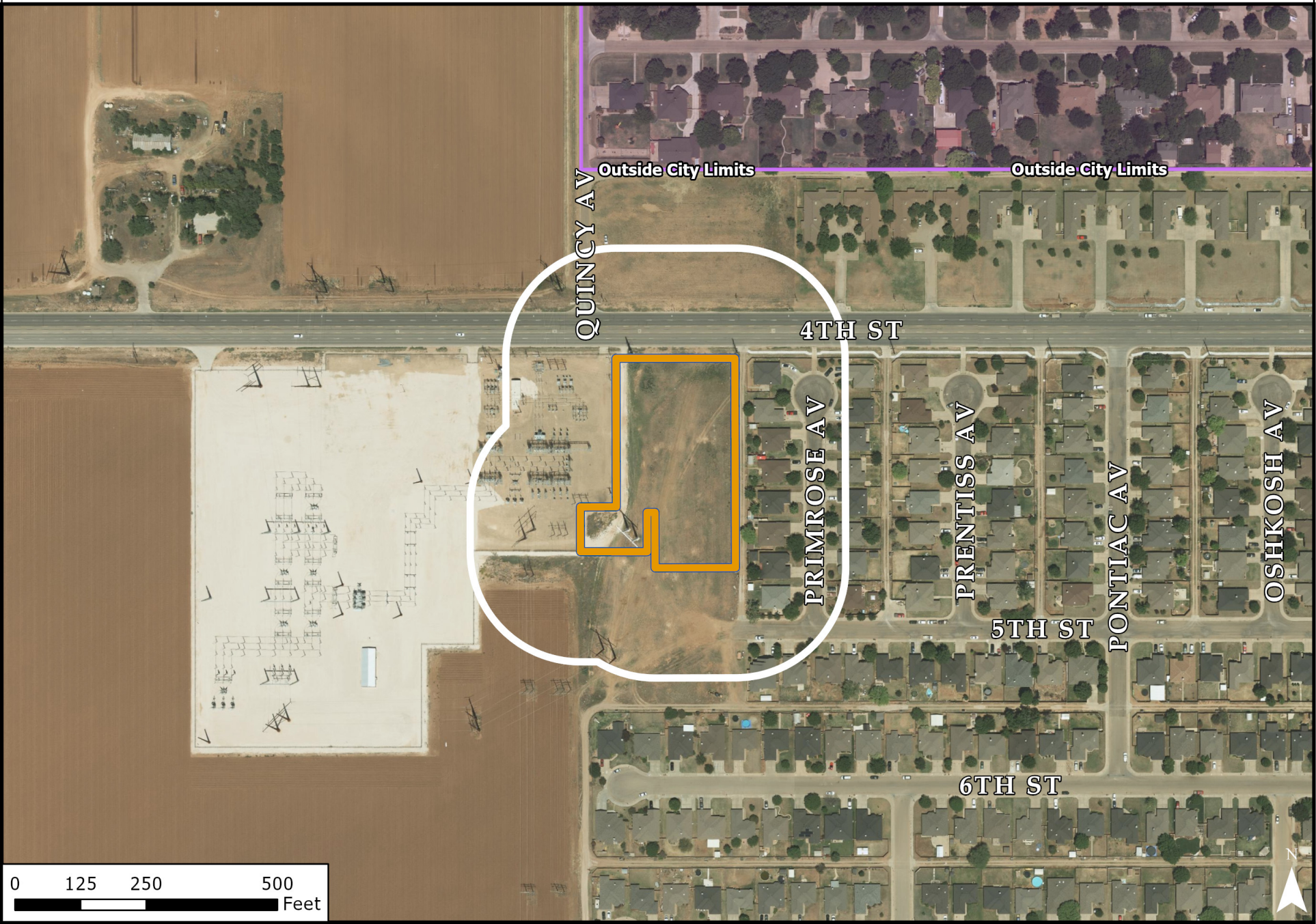
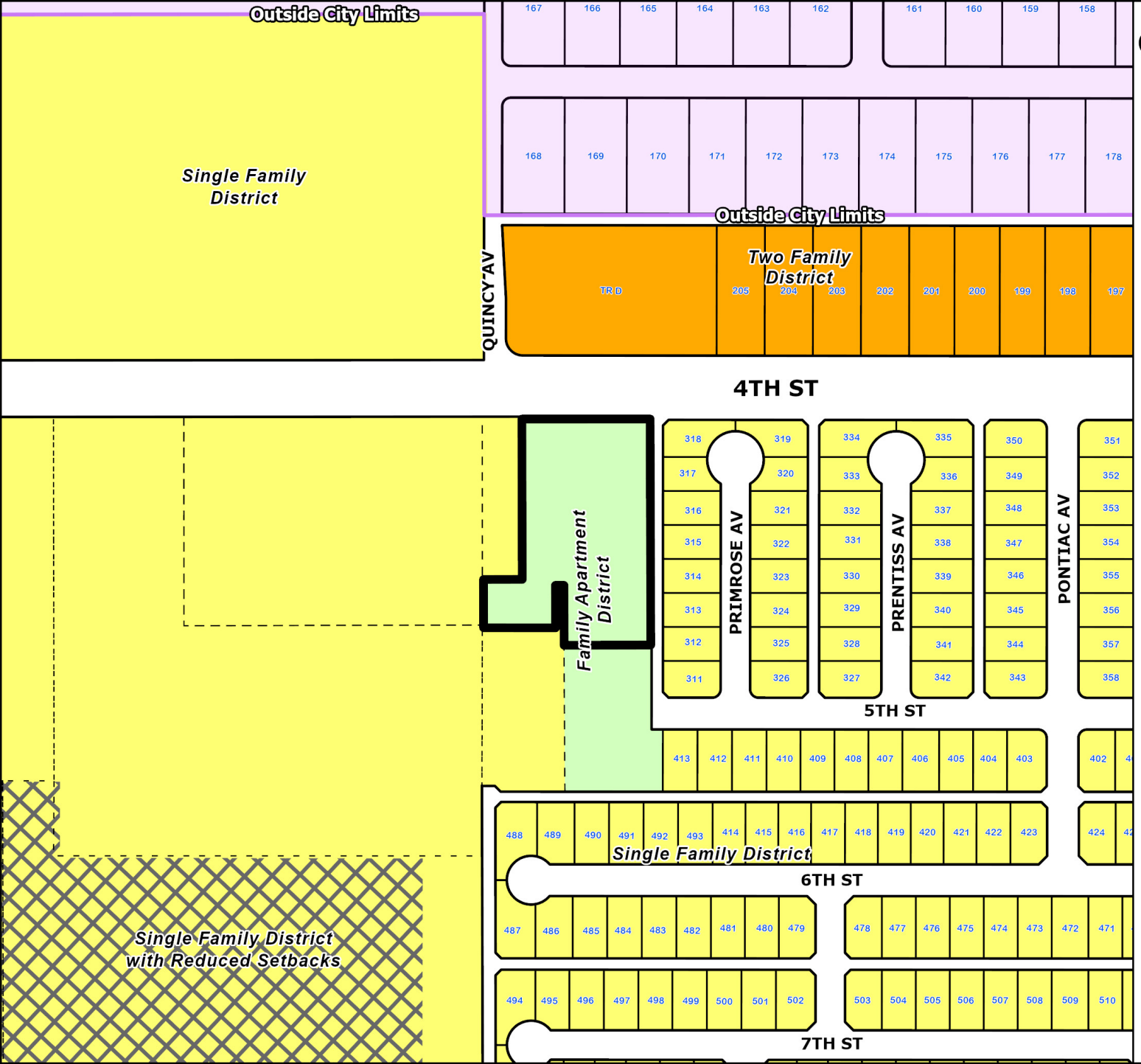
Date Exported: November 2021


PZC Mailout
Notifications Received
N
Legend
LocatorPnt2538_X
MailoutBuffer2538_X
<all other values>
Notification Result
In Favor
No Feedback
Opposed
LCAD.DBO.TaxParcel
Created by Planning Department
Date: 11/29/2021
0
110
220
440 Feet

Case Number 2538-X





Current Zoning

2538-X

Zoning Districts

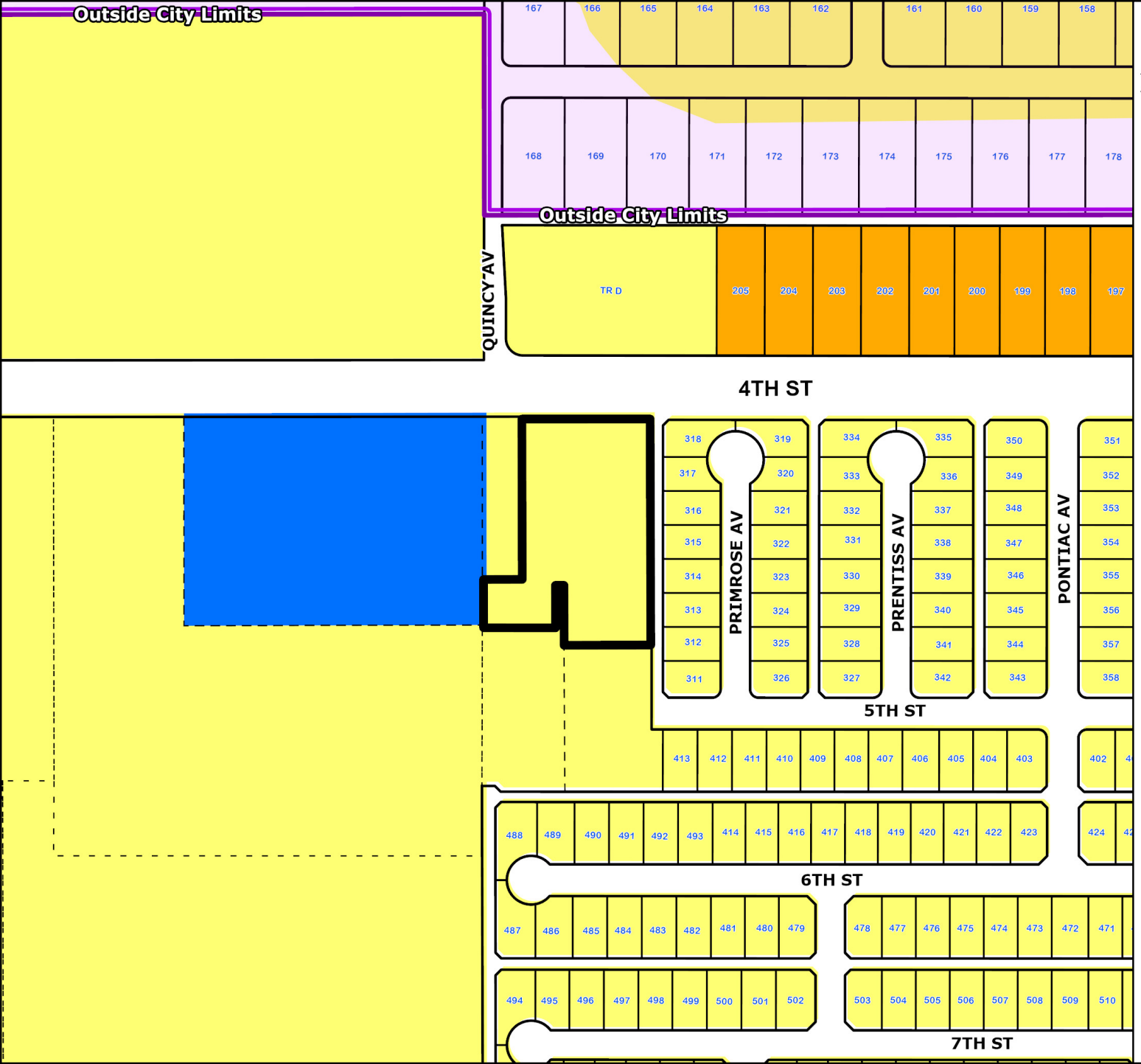
- Family Apartment
- Single Family
- Single Family with Reducded Setbacks
- Two Family

N

0 50 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: November 2021



Future Land Use Plan
Case 2538-X

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 50 100 200 300
Feet

City of Lubbock TEXAS

Date Exported: November 2021



Subject Property.



View East.

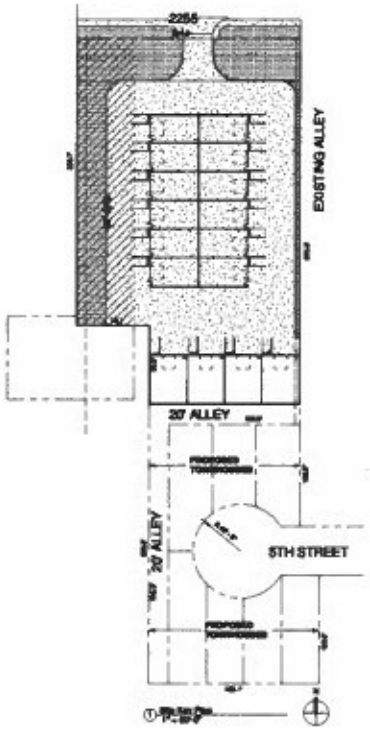


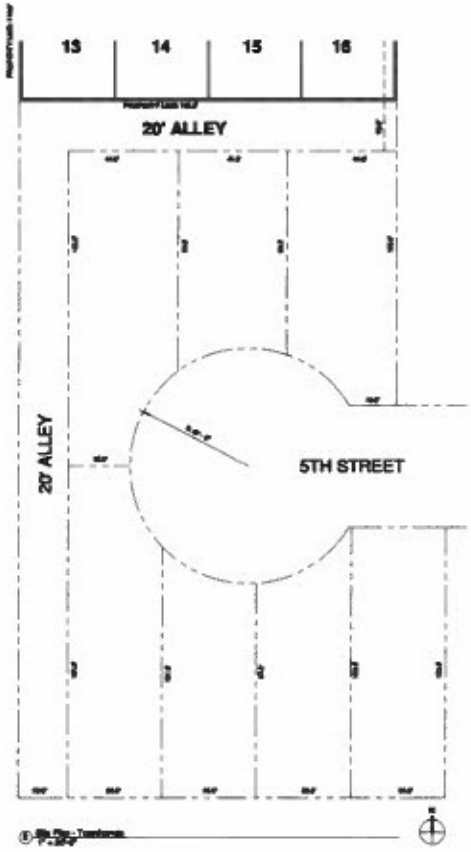
Property located west of Subject property.

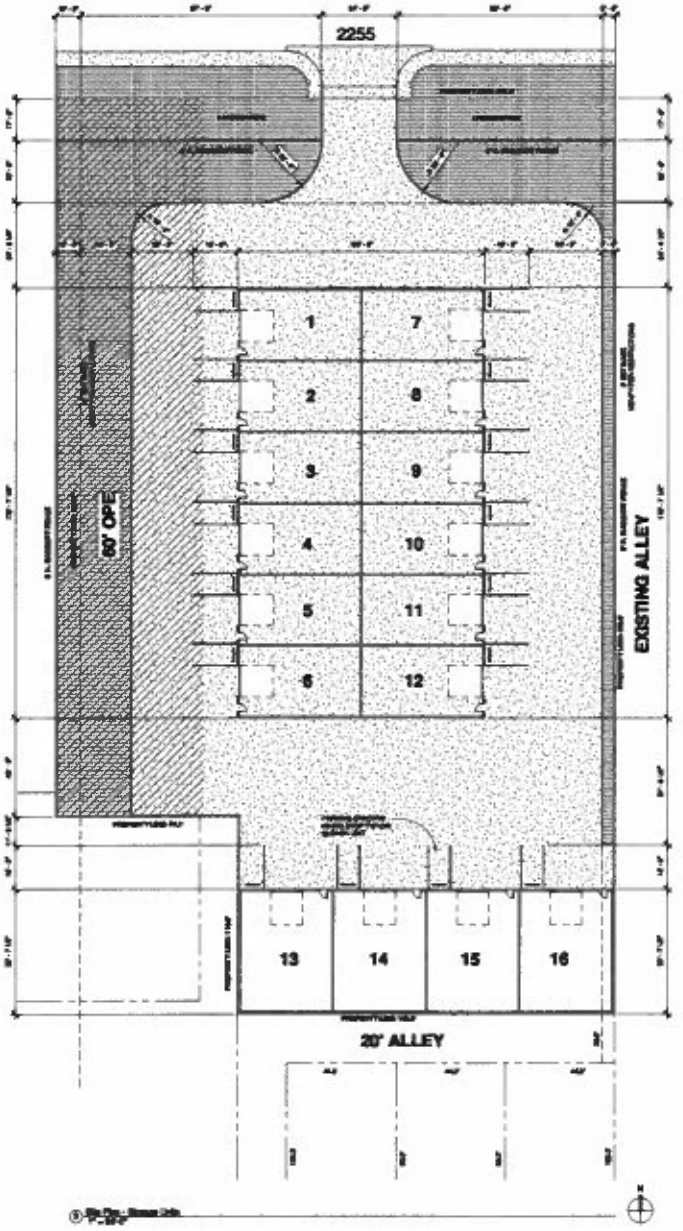


View North.

2538-X







REVISIONS:

DATE	DESCRIPTION

Derek Cooper Construction, Inc.

Proposed Development

Lubbock, TX 79407

TYLER GENTRY
REGISTERED TEXAS
ARCHITECT

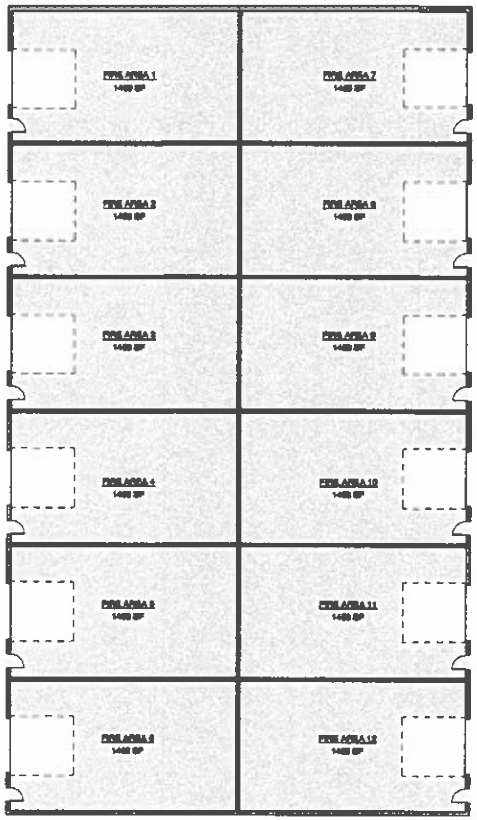
PRELIMINARY DRAFT

NOT FOR REGULATORY
APPROVAL, PERMITTING,
OR CONSTRUCTION

Project Number
Date
Drawn By
Sheet Size

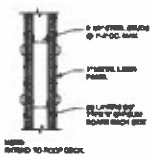
Preliminary Site Plan

1

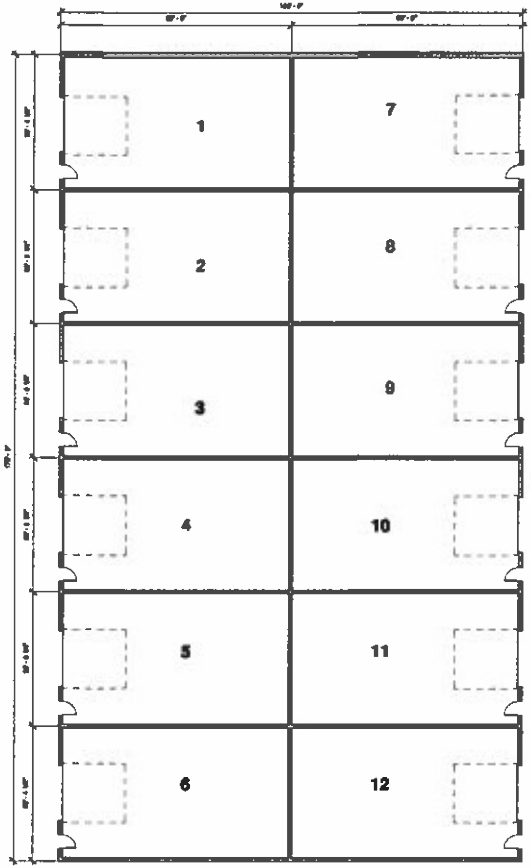


1 NORTH BUILDING - FIRE SEPERATION PLAN
3/32" = 1'-0"

Area Schedule (Fire Seperations)	
Name	Area
FIRE AREA 1	1488 SF
FIRE AREA 2	1488 SF
FIRE AREA 3	1483 SF
FIRE AREA 4	1483 SF
FIRE AREA 5	1483 SF
FIRE AREA 6	1488 SF
FIRE AREA 7	1488 SF
FIRE AREA 8	1483 SF
FIRE AREA 9	1483 SF
FIRE AREA 10	1483 SF
FIRE AREA 11	1483 SF
FIRE AREA 12	1488 SF
FIRE AREA 13	1483 SF
FIRE AREA 14	1674 SF
FIRE AREA 15	1671 SF
FIRE AREA 16	1688 SF
TOTAL AREA	28023 SF

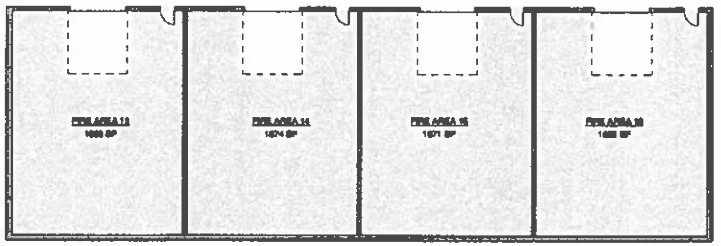


6 UL410 - 3 HOUR RATED PARTITION
1" = 1'-0"

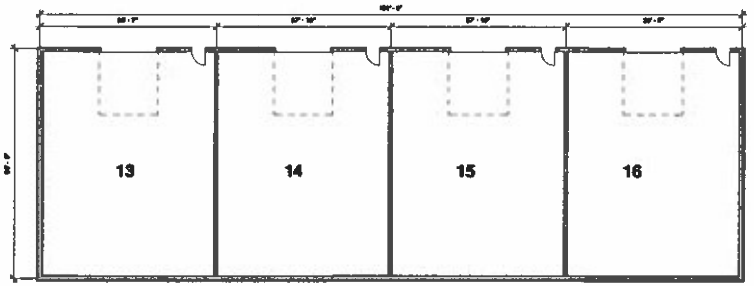


3 NORTH BUILDING - FLOOR PLAN
3/32" = 1'-0"

Area Schedule (Gross Building)	
Name	Area
NORTH BUILDING	17600 SF
SOUTH BUILDING	7100 SF
TOTAL AREA	24688 SF



5 SOUTH BUILDING - FIRE SEPERATION PLAN
3/32" = 1'-0"



4 SOUTH BUILDING - FLOOR PLAN
3/32" = 1'-0"

REVISIONS:

DATE	DESCRIPTION

Derek Cooper Construction, Inc.

Proposed Development

Lubbock, TX 79407

17S
17services.com

TYLER GENTRY
REGISTERED TEXAS
ARCHITECT 28712

PRELIMINARY DRAFT

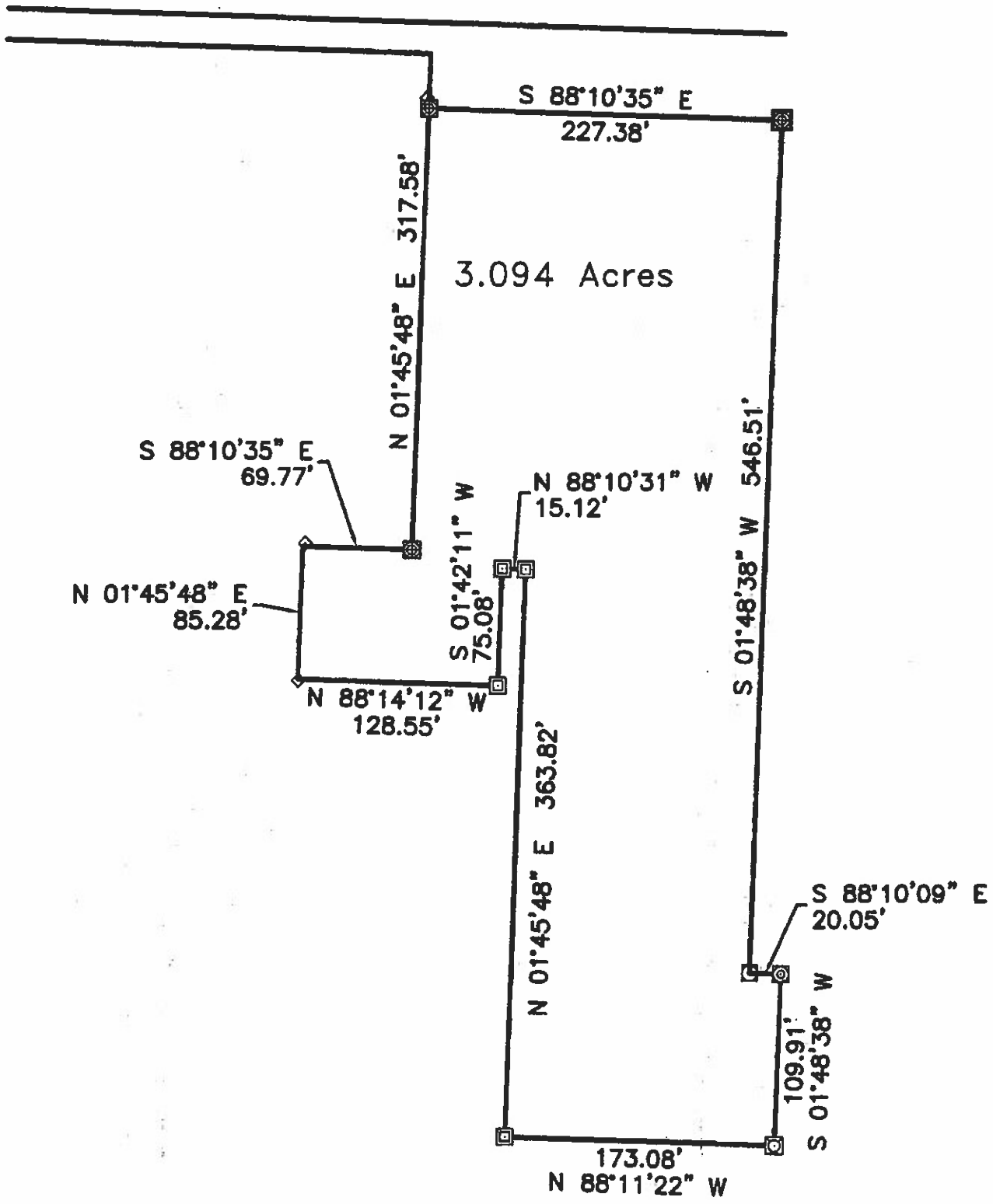
NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

Texas Architecture Firm BR 9014

Project Number 2701
Date 07.28.21
Drawn By JV
Sheet Size 61.20X42

Preliminary Floor Plans

2



S:\COORDINATES\SECTIONBLOCK\Block JS\Section 10\Sec 10 Blk JS 10 20.dwg, 10/9/2020 6:40:51 AM, SHARP MX-2300N PCL6

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***2538-X***

In Favor X

Opposed ___

Reasons and/or Comments:

Print Name JJLLL LLC

Signature: Member

Address: 5805 CR 7700

Address of Property Owned: 6819 5th ST.

Phone Number: 806 789 6261

Email: tyy7@me.com

Zone Case Number: **2538-X** R156240 Recipient 11 of 26

JJLLL INVESTMENTS LLC
DBA JJLLL INVTS LLC SERIES 6819 5TH STREET
5805 COUNTY ROAD 7700

LUBBOCK TX 79424

RECEIVED
NOV 24 2021
BY

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***2538-X***

In Favor ____

Opposed ✓

Reasons and/or Comments:

This is a single family neighborhood. This retail space/storage facility would decrease the value of our home. We do not want 5th Street to be opened as an axis to other properties with more homes.

Print Name Carol J Leonard Gary Leonard

Signature: Carol J Leonard Gary Leonard

Address: 407 Primrose (79416)

Address of Property Owned: ____

Phone Number: 325.387-6157

Email: gcleonard@verizon.net

Zone Case Number: **2538-X** R156150 Recipient 24 of 26

LEONARD GARY C & CAROL J & CRAIG
202 N CONCHO AVE

SONORA TX 76950

RECEIVED
NOV 29 2021
BY:

3451

City of Lubbock TEXAS

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

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 6801 4th Street. R49749

Lots/Tracts: BLK JS SEC 10 AB 749 TR F ACS: 3.094

Survey & Abstract: _____

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: _____

Existing Land Use: Vacant Existing Zoning: A1

Requested Zoning: C2 Specific Use

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: _____

Name: Tyson Rowin

Address: 6601 Winfield Ave Suite 5 City: Lubbock State: TX

ZIP Code: 79407 Telephone: 806-5495429 • Email: tyson.rowin@gmail.com

Applicant's Signature: _____

Date: 08-30-21 Printed Name: Tyson Rowin

Owner Information

Firm Name: _____

Owner: COOPER DEREK & MAZUREK LEE

Address: 918 Ave. J City: Lubbock State: TX

ZIP Code: 79401 Telephone: 806-239-7508 Email: derek@derekcooperconstruction.com

Property Owner's Signature: _____

Date: 08-30-21 Printed Name: Derek Cooper

Preparer Information

Preparer's Signature: _____

Date: 08-30-31 Printed Name: Tyson Rowin

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.

This cover letter is in regards to the property referenced in this application and hearing to be held on Thursday October 21, 2021 in front of the Zoning Board of Adjustment.

PROPERTY DESCRIPTION (See attached Site Plan and existing photos)

This property is currently a vacant lot. The lot is located directly adjacent to an electric utility substation and has an unusual geometric shape.

- Legal Description: BLK JS SEC 10 AB 749 TR F ACS: 3.094
- Current Zoning - Family Apartment District (A-1)
- Proposed Zoning- C-2 Specific Use

PROPOSED PLAN (See attached Site Plan)

The proposed plan will be to construct a 16 unit storage facility on the north side of the property previously described. Each unit will be approximately 1500 sq. ft. with a 14 ft overhead door and a personnel door.

On the south side of the storage facility a cul-de-sac on 5th Street will be developed. The cul-de-sac will be designed to accommodate 7 townhouse. The water and sanitary sewer mains will be extended on the north and west side of the townhomes to provided services to the residents. A 20 foot wide alley will separate the storage facility from the residents and provide access to utilities.

In order to accomplish the proposed plans the zoning on the north side will need to change from A-1 to C-2 Specific use. Additionally the property will have to be platted accordingly. Due to the financial expenses of platting the property, it is requested that the zoning be changed before the property is platted.

EXCEPTIONAL AND EXTRAORDINARY CIRCUMSTANCES:

Again, this property is located directly adjacent to an electric utility substation. The substation maybe seen as an "eye sore" as it can be visually unappealing. Additionally, there are large power line poles and easements for the poles used to support high voltage power lines around the substation. It is challenging to find a good use for the land due to the unusual geometric shape of the property.

Attached:

-Completed Application for Zoning Change

-Proposed Site Plan

-Engineering Survey

AI# 10309
Regular City Council Meeting 8. 5.
01/11/2022:

Information

Agenda Item

Ordinance 1st Reading - Planning: Consider a request for Zone Case 3448-A, a request of Centerline Engineering & Consulting, LLC for Fleet Pickup Accessories and S2 Farms Feed and Firewood, for a zone change from Transition District (T) to Local Retail District (C-2) Specific Use for a Self-Storage Facility and Commercial District (C-4) at 3511 North Frankford Avenue, located south of Kent Street and west of Frankford Avenue, on 4 acres of unplatted land out of Block JS, Section 12, and consider an ordinance.

Item Summary

On December 14, 2021, the City Council held a Public Hearing and postponed the first reading of the ordinance to January 11, 2022.

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 for C-2 Specific Use and denial of the request for C-4. The Planning and Zoning Commission heard this case on December 2, 2021, and recommended approval of the C-2 Specific Use request and denial of the C-4 request by a unanimous vote. Because the Planning and Zoning Commission recommended denial of the C-4 request, the affirmative vote of at least three-fourths of all members of the City Council is required to approve this zone change request.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant
Planning and Zoning Commission

Attachments

Zone Case 3448-A Ordinances
Zone Case 3448-A Report
Zone Case 3448-A Documentation

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. 3448-A; A ZONING CHANGE FROM T TO C-2 FOR A SELF-STORAGE FACILITY, AT 3511 NORTH FRANKFORD AVENUE, LOCATED SOUTH OF KENT STREET AND WEST OF FRANKFORD AVENUE, ON APPROXIMATELY 2.18 ACRES OF UNPLATTED LAND OUT OF BLOCK JS, SECTION 12, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

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

WHEREAS, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

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

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

ZONE CASE NO. 3448-A

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **C-2 Specific Use** for **a Self-Storage Facility** zoning district at **3511 North Frankford Avenue, located south of Kent Street and west of Frankford Avenue, on approximately 2.18 acres of unplatted land out of Block JS, Section 12,** 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 **T** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **3511 North Frankford Avenue, located south of Kent Street and west of Frankford Avenue, on approximately 2.18 acres of unplatted land out of Block JS, Section 12,** 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/ZC3448-A
December 2, 2021

Local Retail District (C-2) with Specific Use

BEING a tract of land located in Section 12, Block JS, of the EL&RR RR CO Survey, Lubbock County, Texas and being further described by metes and bounds as follows;

BEGINNING at a Nail with washer marked "Hugo Reed" Found in the west right-of-way line of North Frankford Avenue recorded in Volume 1065, Page 215, Official Public Records, Lubbock County, Texas, for the Southeast corner of this tract, from which this point bears North 88°14'31" West a distance of 60.00 feet and North 1°45'29" East a distance of 4351.52 feet from the Southeast corner of said Section 12 by calls;

THENCE North 88°06'28" West a distance 435.44 feet to a 1/2 inch Iron Rod Found for a point on this tract;

THENCE North 1°45'53" East a distance of 400.25 feet to a 1/2 inch Iron Rod with cap marked "RPLS – 4460" for a point on this tract;

THENCE South 88°05'38" East a distance of 209.50 feet to a point on this tract;

THENCE South 1°45'53" West a distance of 350.20 feet to a point on this tract;

THENCE South 88°06'28" East a distance of 225.94 feet to a point on this tract;

THENCE South 1°45'29" West a distance of 50.00 feet along the west right-of-way line of said North Frankford Avenue to the POINT OF BEGINNING and containing within these calls a calculated area of 2.18 acres (95,144.08 sqft.) more or less.

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. 3448-A; A ZONING CHANGE FROM T TO C-4, AT 3511 NORTH FRANKFORD AVENUE, LOCATED SOUTH OF KENT STREET AND WEST OF FRANKFORD AVENUE, ON APPROXIMATELY 1.82 ACRES OF UNPLATTED LAND OUT OF BLOCK JS, SECTION 12, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

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

WHEREAS, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

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

WHEREAS, the City Council, by three fourths vote in accordance with Section 211.006(f) of the Texas Local Government Code and Section 40.01.005(c)(3) of the City of Lubbock Code of Ordinances, voted to approve the proposed changes in Zoning; **NOW THEREFORE:**

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

ZONE CASE NO. 3448-A

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **C-4** zoning district at **3511 North Frankford Avenue, located south of Kent Street and west of Frankford Avenue, on approximately 1.82 acres of unplatted land out of Block JS, Section 12,** 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 **T** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **3511 North Frankford Avenue, located south of Kent Street and west of Frankford Avenue, on approximately 1.82 acres of unplatted land out of Block JS, Section 12,** 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/ZC3448-A Denial
December 2, 2021

Commercial District (C-4)

BEING a tract of land located in Section 12, Block JS, of the EL&RR RR CO Survey, Lubbock County, Texas and being further described by metes and bounds as follows;

COMMENCING at a Nail with washer marked "Hugo Reed" Found in the west right-of-way line of North Frankford Avenue recorded in Volume 1065, Page 215, Official Public Records, Lubbock County, Texas, for the Southeast corner of this tract, from which this point bears North 88°14'31" West a distance of 60.00 feet and North 1°45'29" East a distance of 4351.52 feet from the Southeast corner of said Section 12 by calls;

THENCE North 1°45'29" East a distance 50.00 feet to a point on this tract for its POINT OF BEGINNING

THENCE North 88°06'28" West a distance 225.94 feet to a Point for the Southwest corner of this tract;

THENCE North 1°45'53" East a distance of 350.20 feet to a Point for the Northwest corner of this tract;

THENCE South 88°05'39" East a distance of 225.9 feet to a 1/2 inch Iron Rod with cap marked "RPLS 4460" Found in the west right-of-way line of said North Frankford Avenue for the Northeast corner of this tract;

THENCE South 1°45'29" West a distance of 350.15 feet along the west right-of-way line of said North Frankford Avenue to the POINT OF BEGINNING and containing within these calls a calculated area of 1.82 acres (79,109.61 sqft.) more or less.

Planning Department
City of Lubbock

Staff Report	Zone Case 3448-A
City Council Meeting	December 14, 2021

Applicant Centerline Engineering & Consulting LLC

Property Owner Fleet Pickup Accessories S2 Farms Feed and Firewood

Council District 6

Recommendations

- Staff recommends Approval of the C-2 zoning and Denial of the C-4 zoning.

Prior Board or Council Action

- May 10, 2018: This property was annexed and zoned Transition (T) through Ordinance No. 2018-O0050.
- September 2, 2021, Zone Case 3448: The applicant requested a zone change for this property from T to Commercial District (C-4) and withdrew the case.
- December 2, 2021, Zone Case 3448-A: The Planning and Zoning Commission recommended Approval of the Local Retail District (C-2) with a Specific Use for a Self-Storage Facility, and Denial of the C-4 zoning by a vote of 7-0-0.

Notification Summary

- Notifications Sent: 6
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The subject property has been developed with commercial buildings since 1997 and was annexed in 2018.

Adjacent Property Development

All surrounding properties are zoned Transition. The properties to the north have been developed with commercial buildings, and the properties to the west and south have been developed with residences. The property to the east is vacant.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 3511 North Frankford Avenue, and is located west of Frankford Avenue and south of Kent Street. The applicant requests to rezone the subject property from T to Commercial District (C-4) and Local Retail District (C-2) with a Specific Use for a self-storage facility.

Current zoning: **Transition (T)**

Requested zoning: **Commercial District (C-4) and Local Retail District (C-2) with a Specific Use for a self-storage facility**

Intent Statements

The intent of the current T zoning is "…to protect existing and future development in newly annexed territory until the proper zone classification can be determined and established by zone change."

The intent of the proposed C-4 zoning is "…to provide for heavy retail and wholesale commercial uses which serve a city-wide or regional area. Such districts should have frontage on regional thoroughfares such as state or

federal highways. Because of the heavy commercial nature of the permitted uses, compatibility with adjacent residential areas should be carefully considered."

The intent of the proposed C-2 zoning is "…to provide limited local retail and service commercial uses which serve one of several neighborhoods. Such districts may be located on existing thoroughfares or at the intersections of major thoroughfares."

The intent of the proposed Specific Use zoning is "…to provide for design and land use flexibility in the various districts. This district provides for variations in the land use standards within the [zoning] ordinance, provided the intent, principles, and innovations of modern urban planning and design are used."

Traffic Network/Infrastructure Impacts
The proposed rezoning location is along Frankford Avenue, which is designated as a Principal Arterial (Modified) by the Master Thoroughfare Plan, 2018. Principal Arterial roads are designed for a higher intensity of traffic.

Compatibility with Surrounding Property
The proposed C-4 zoning is not compatible with the surrounding area and may change the character of the existing development. The proposed C-2 Specific Use zoning request is compatible with the surrounding area, and may not change the character of the existing development. The use of the property is currently nonconforming.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The principles outlined in the Comprehensive Plan designates this area for "Low Density Residential". Commercial uses are not appropriate for this type of designation, however Neighborhood Center uses may be appropriate adjacent to low-density residential uses. The applicant's request for C-4 zoning is not in conformance with the overall Comprehensive Plan, and the request for C-2 Specific Use zoning is in moderate conformance with the overall Comprehensive Plan.

Conformance with Zoning Ordinance
The proposed C-4 zoning request is not in conformance with the zoning ordinance and is not appropriate adjacent to other uses that are already established. The proposed C-2 Specific Use zoning request is in conformance with the zoning ordinances and is appropriate to other uses that are already established.

Suitability of Property for Allowed Uses
The property is not suitable for the proposed uses in the C-4 district, although the property is suitable for the proposed C-2 uses and may need additional public improvements to support the intensity of uses described in the C-2 zoning district, as it was recently annexed.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Aerial Map
D. Zoning Map
E. Future Land Use Map
F. Photos
G. Application and supporting documents

Staff Contacts

Jacob Hawkins
Planner
Planning Department
806-775-2096
jhawkins@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3448-A

Allowable Uses: Commercial District (C-4) and Local Retail District (C-2)

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

Thoroughfare	Existing	Per Thoroughfare Development Plan
Frankford Avenue *Principal Arterial (Modified)*	R.O.W. 120 feet, three-lane, undivided, paved	R.O.W. 120 feet, three-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

Case 3448-A: Centerline Engineering & Consulting LLC for Fleet Pickup Accessories S2 Farms Feed and Firewood

Request for a zone change from Transition District (T) to Local Retail District (C-2) Specific Use for a Self-Storage Facility and Commercial District (C-4), at:

- 3511 North Frankford Avenue, located south of Kent Street and west of Frankford Avenue, on 4 acres of unplatted land out of Block JS, Section 12.

PLANNER JACOB HAWKINS stated that there were six (6) notifications sent out. There were none returned. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of the request for C-2 Specific Use and denial of the request for C-4 zoning.

APPLICANT JUSTIN CANTWELL, Centerline Engineering, 8312 Upland Avenue, is representing the owner who has a contract to sell the property; part of the contract is to plat and zone the property. The uses currently on the property conform to C-4 zoning. There is a firewood business, feed store business, etc. with storage in the rear of the property. The purchaser wants to have outdoor sales, but it will be a new business with equipment and trailer rentals. He understands the main concerns about C-4 zoning are "unwanted businesses", but there are also distance requirements for those businesses. They are trying to compromise from the last zone case by adding the C-2 to give a buffer to any residential. On the west side, there are 11 commercial tracts and 10 residential tracts. To the east, most of the land is vacant with one residential tract. Frankford is a Principal Arterial and Kent is a Principal Arterial. If the case is denied, you are denying the property owner from selling the property and retiring.

APPLICANT MIKE SCHWARTZKOTF, 6301 FM 2641, Shallowater, is the property owner. He has owned it for 9 years and the purchaser wants the property platted and zoned C-4 before he will buy it. He has paid a deposit. The C-3 zoning district will not allow outside storage. He will be doing the same thing he is doing, but no firewood or feed store. Mr. James Bell asked how long it had been since improvements were done on the property. The applicant

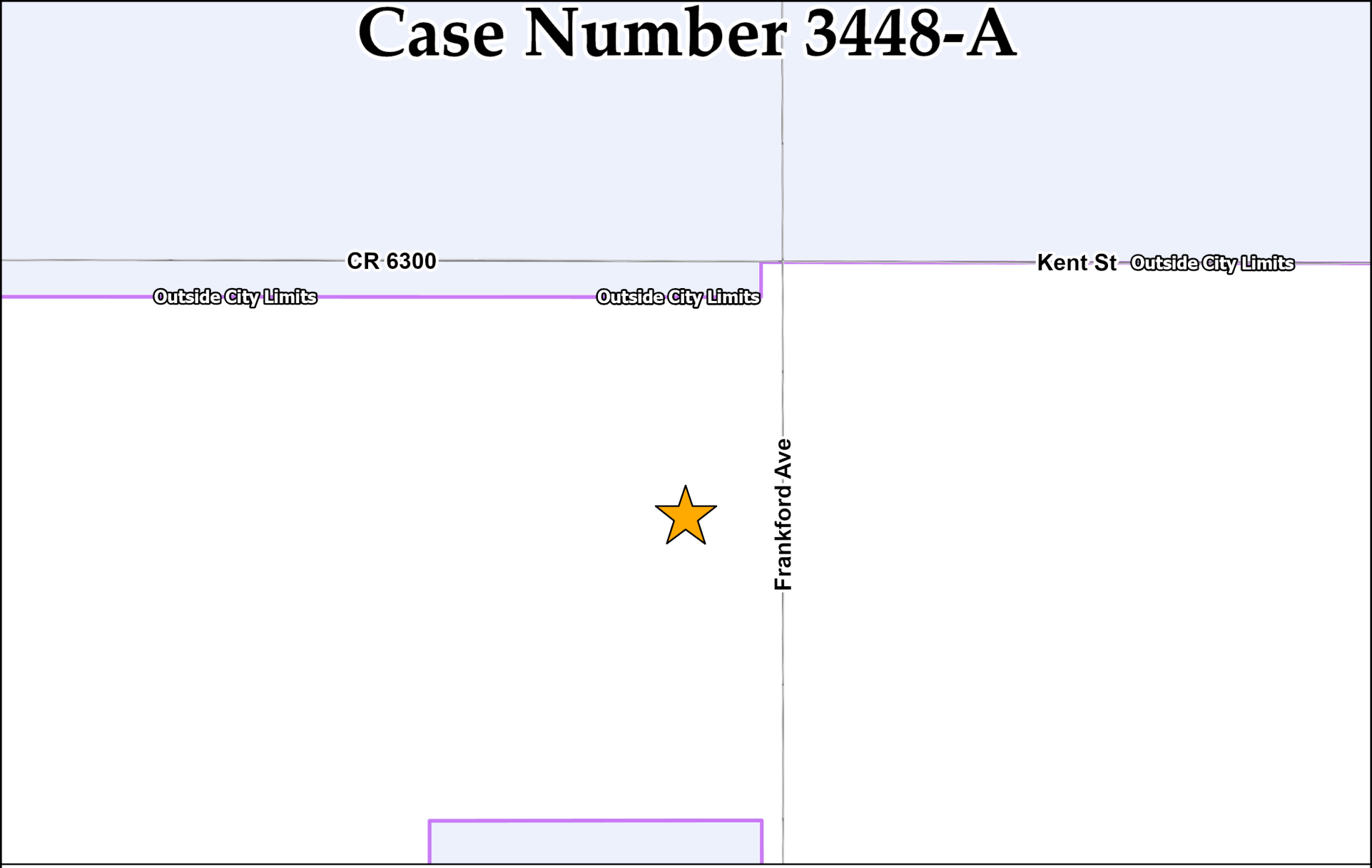
advised concrete for the buildings in the rear started in February 2018 before the property was annexed on July 1, 2018.

No one spoke in favor or opposition of the request.

BOARDMEMBER RENEE CAGE asked for clarification on non-conforming uses. Assistant City Attorney Kelli Leisure explained that they cannot change or expand the current use. Some uses will be replaced with an expansion of the existing use.

In matter of **Zone Case 3448-A** a motion was made by **JAMES BELL** and seconded by **SUSAN TOMLINSON** to approve staff's recommendation on the request for approval of the C-2 and denial of the C-4 and the Commission members voted 7 (in favor) to 0 (in opposition) to approve the C-2 and deny the C-4. Item will be forwarded to City Council for consideration.

Case Number 3448-A

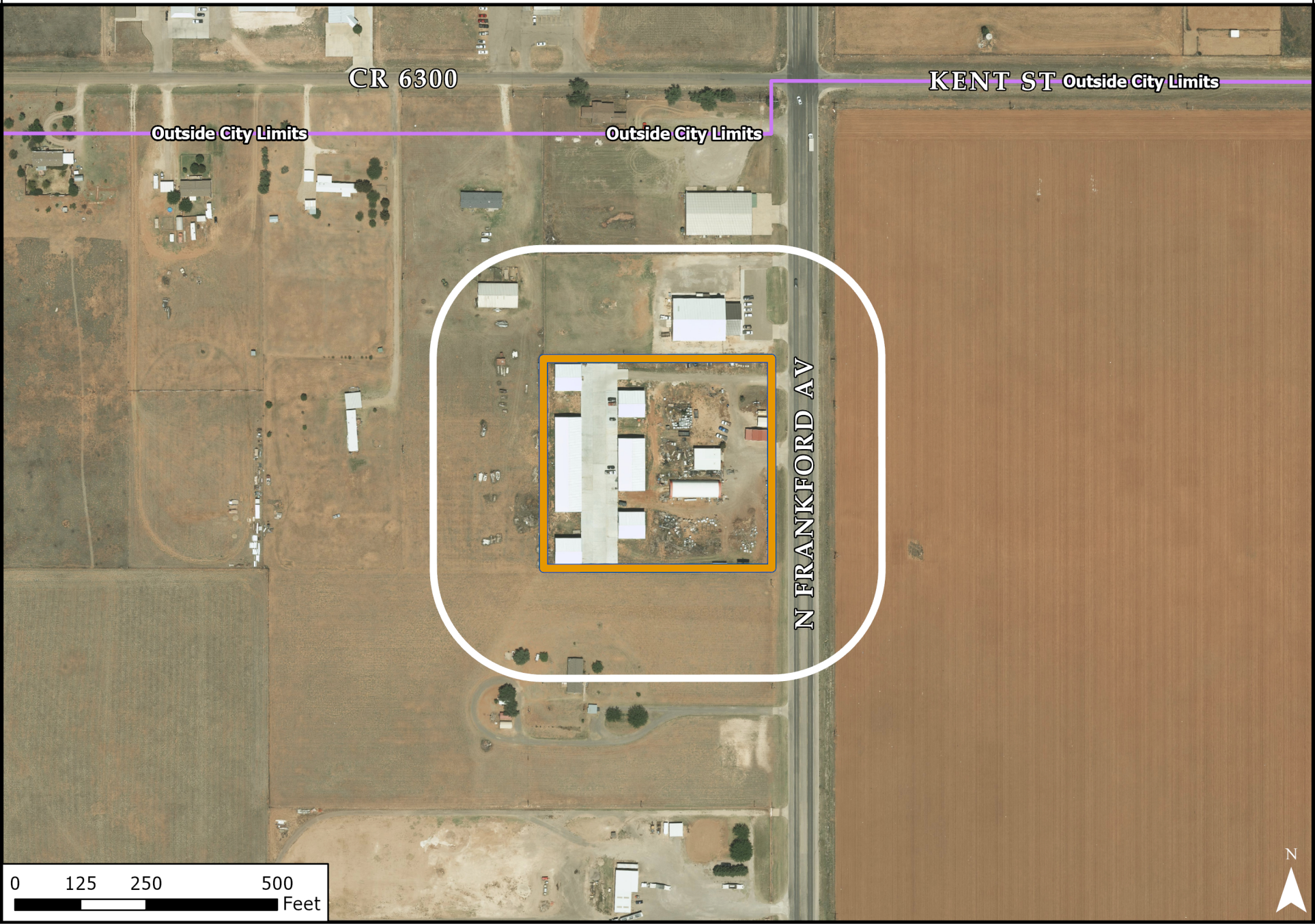


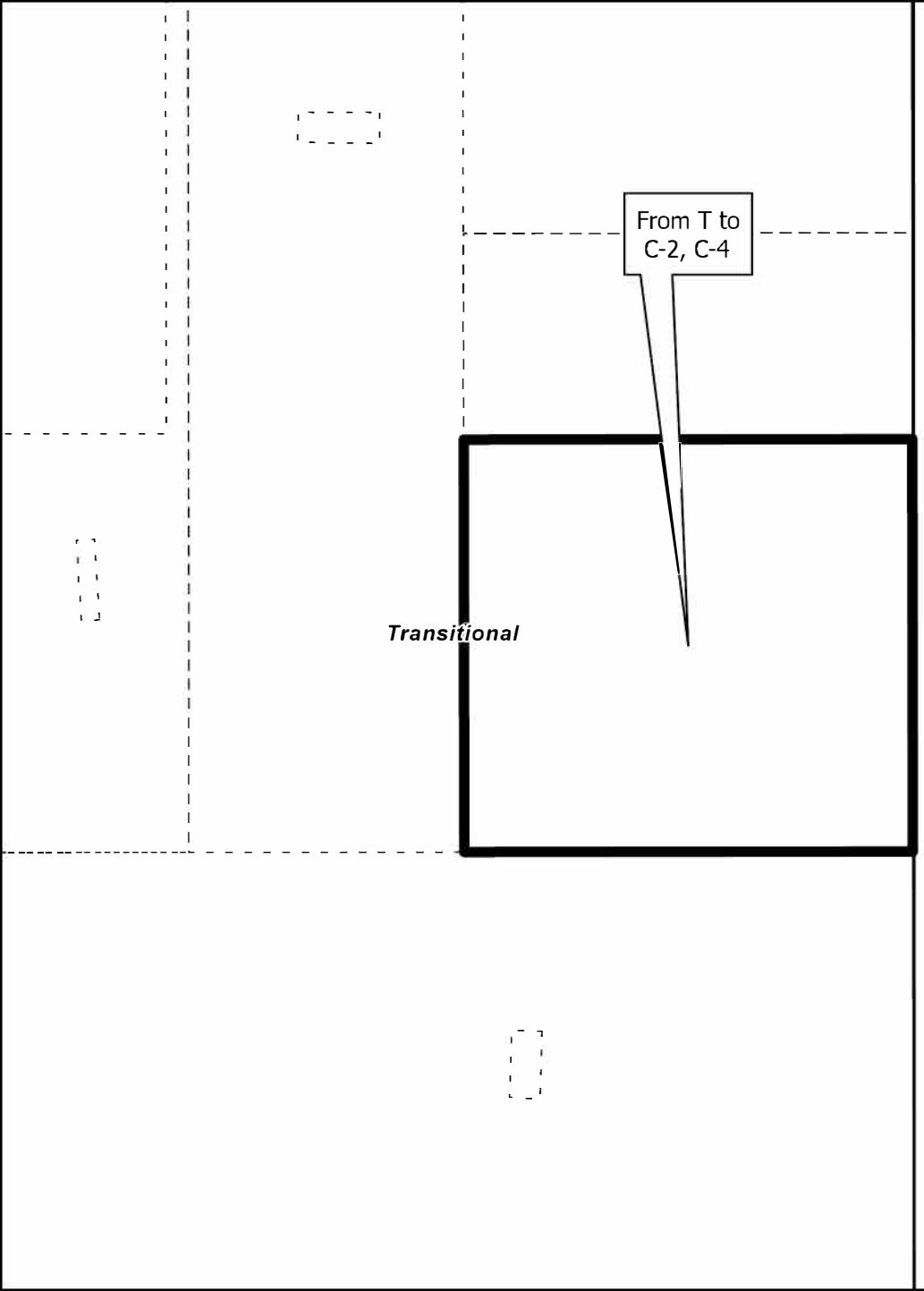
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: October 2021

Case Number 3448-A





N FRANKFORD AV

Current Zoning
3448-A
Zoning Districts

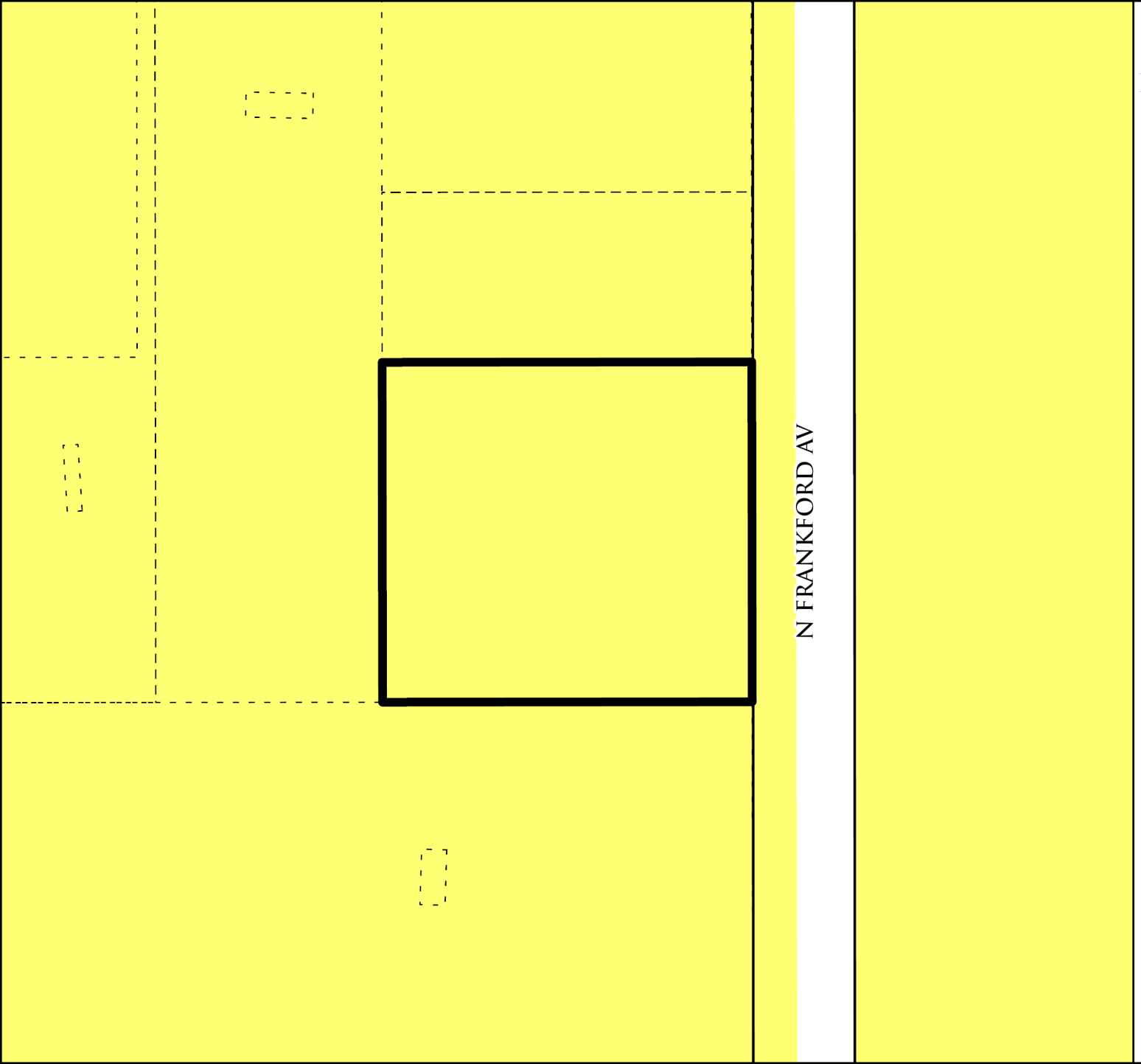
Transitional

N

0 50 100 200
Feet

City of Lubbock TEXAS

Date Exported: October 2021



Future Land Use Plan
Case 3448-A

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 50 100 200
Feet

City of Lubbock TEXAS

Date Exported: October 2021

3448-A



Subject property. View west.



View south.



View east.



View north.

City of Lubbock TEXAS

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

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 3511 N FRANKFORD AVE, LUBBOCK, TX 79416

Lots/Tracts: 4.00 acre tract

Survey & Abstract: Sec. 12, Blk. JS, EL&RR Co. Survey, Abstract 1350

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 4.00 acres

Existing Land Use: Commercial Existing Zoning: Transitional

Requested Zoning: C-2 Special Use - Self Storage & C-4

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: Centerline Engineering & Consulting LLC.

Name: Phillip Truong

Address: 8312 Upland Avenue City: Lubbock State: TX

ZIP Code: 79424 Telephone: (909)-201-4910 Email: ptruong@centerlineeningeering.net

Applicant's Signature: Phillip Truong

Date: 10/26/2021 Printed Name: Phillip Truong

Owner Information

Firm Name: Fleet Pickup Accessories S2 Farms Feed and Firewood

Owner: Mike Schwartzkopf

Address: 6301 FM 2641 City: Shallowwater State: TX

ZIP Code: 79363 Telephone: 806-777-0194 Email: mkschwatz@aol.com

Property Owner's Signature:

Date: 10/26/2021 Printed Name: Ronald Michael Schwartzkopf

Preparer Information

Preparer's Signature: Phillip Truong

Date: 10/26/2021 Printed Name: Phillip Truong

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.

Local Retail District (C-2) with Specific Use

BEING a tract of land located in Section 12, Block JS, of the EL&RR RR CO Survey, Lubbock County, Texas and being further described by metes and bounds as follows;

BEGINNING at a Nail with washer marked “Hugo Reed” Found in the west right-of-way line of North Frankford Avenue recorded in Volume 1065, Page 215, Official Public Records, Lubbock County, Texas, for the Southeast corner of this tract, from which this point bears North 88°14’31” West a distance of 60.00 feet and North 1°45’29” East a distance of 4351.52 feet from the Southeast corner of said Section 12 by calls;

THENCE North 88°06’28” West a distance 435.44 feet to a 1/2 inch Iron Rod Found for a point on this tract;

THENCE North 1°45’53” East a distance of 400.25 feet to a 1/2 inch Iron Rod with cap marked “RPLS – 4460” for a point on this tract;

THENCE South 88°05’38” East a distance of 209.50 feet to a point on this tract;

THENCE South 1°45’53” West a distance of 350.20 feet to a point on this tract;

THENCE South 88°06’28” East a distance of 225.94 feet to a point on this tract;

THENCE South 1°45’29” West a distance of 50.00 feet along the west right-of-way line of said North Frankford Avenue to the POINT OF BEGINNING and containing within these calls a calculated area of 2.18 acres (95,144.08 sqft.) more or less.

BEING a tract of land located in Section 12, Block JS, of the EL&RR RR CO Survey, Lubbock County, Texas and being further described by metes and bounds as follows;

COMMENCING at a Nail with washer marked "Hugo Reed" Found in the west right-of-way line of North Frankford Avenue recorded in Volume 1065, Page 215, Official Public Records, Lubbock County, Texas, for the Southeast corner of this tract, from which this point bears North 88°14'31" West a distance of 60.00 feet and North 1°45'29" East a distance of 4351.52 feet from the Southeast corner of said Section 12 by calls;

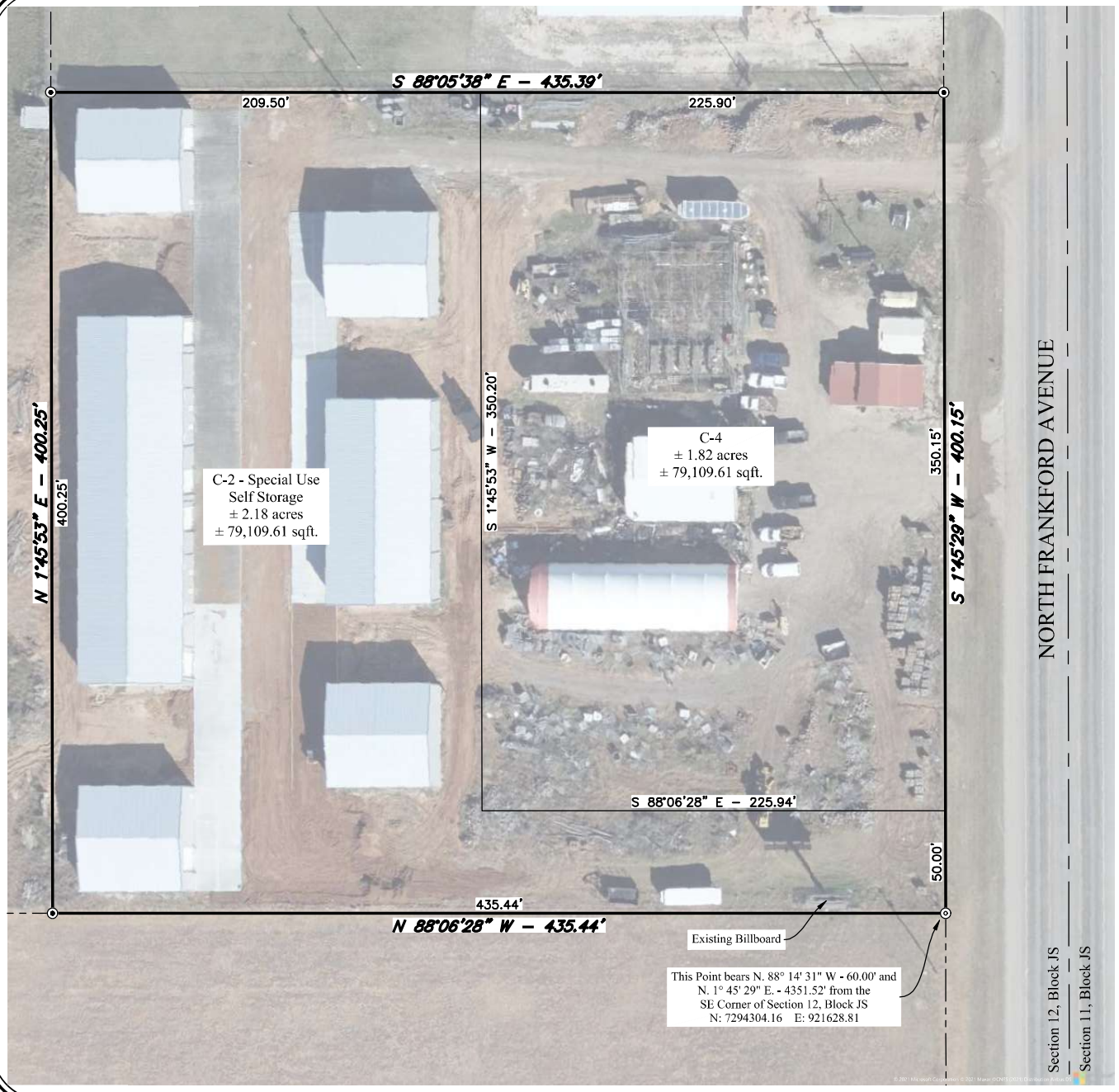
THENCE North 1°45'29" East a distance 50.00 feet to a point on this tract for its POINT OF BEGINNING

THENCE North 88°06'28" West a distance 225.94 feet to a Point for the Southwest corner of this tract;

THENCE North 1°45'53" East a distance of 350.20 feet to a Point for the Northwest corner of this tract;

THENCE South 88°05'39" East a distance of 225.9 feet to a 1/2 inch Iron Rod with cap marked "RPLS 4460" Found in the west right-of-way line of said North Frankford Avenue for the Northeast corner of this tract;

THENCE South 1°45'29" West a distance of 350.15 feet along the west right-of-way line of said North Frankford Avenue to the POINT OF BEGINNING and containing within these calls a calculated area of 1.82 acres (79,109.61 sqft.) more or less.



LEGEND

⊙	– Found 1/2" Iron Rod – As Described
◎	– Found Nail with Washer – Hugo Reed
———	– Plat Limits
———	– Lot Line
—·—·—·—	– Adjoiner Lot Line
- - - - - - -	– Easement Line – As Described
—-——-—	– Right–of–way Line
ROW	– Right–of–way
V/P	– Volume / Page

N

SCALE: 1" = 50'

0 25' 50' 100'

EXHIBIT

Zone Exhibit
3511 N. Frankford Ave.
Lubbock, Lubbock County, Texas
Total ± 4.00 Acres

CENTERLINE ENGINEERING & CONSULTING, LLC
CENTERLINE ENGINEERING & CONSULTING, LLC.
8312 Upland Avenue, Lubbock, Texas 79424
(806) 470–8686
TBPE Reg. No. F–16713
TBPLS Reg. No. 10194378

21–09–1364 – Zone

AI# 10311
Regular City Council Meeting 8. 6.
01/11/2022:

Information

Agenda Item

Ordinance 1st Reading - Planning: Consider a request for Zone Case 3453, a request of Cita Lopez, for a zone change from Transition District (T) to Local Retail District (C-2) with a Specific Use for an Event Center at 5525 122nd Street, located south of 122nd Street and west of Chicago Avenue, Frankford Farms Addition, the west 111 feet of the north 376 feet of Tract 18, and consider an ordinance.

Item Summary

On December 14, 2021, the City Council held a public hearing and postponed the first reading of the ordinance to January 11, 2022.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends denial of the request. The Planning and Zoning Commission heard this case on December 2, 2021, and recommended denial of the request by a vote of 0-7-0. Because the Planning and Zoning Commission recommended denial of this change, the affirmative vote of at least three-fourths of all members of the City Council is required to approve this zone change request.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Zone Case 3453 Ordinance
Zone Case 3453 Report
Zone Case 3453 Documentation

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. 3453; A ZONING CHANGE FROM T TO C-2 SPECIFIC USE FOR AN EVENT CENTER AT 5525 122ND STREET, LOCATED SOUTH OF 122ND STREET AND WEST OF CHICAGO AVENUE, FRANKFORD FARMS ADDITION, THE WEST 111 FEET OF THE NORTH 376 FEET OF TRACT 18, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

WHEREAS, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

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

WHEREAS, the City Council, by three fourths vote in accordance with Section 211.006(f) of the Texas Local Government Code and Section 40.01.005(c)(3) of the City

of Lubbock Code of Ordinances, voted to approve the proposed changes in Zoning; **NOW THEREFORE:**

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

ZONE CASE NO. 3453

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **C-2 Specific Use** for **an Event Center** at **5525 122nd Street, located south of 122nd Street and west of Chicago Avenue, Frankford Farms Addition, the west 111 feet of the north 376 feet of Tract 18,** City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **T** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3103(u)(4) of Codified Zoning Ordinance No. 7084 on the property described as **5525 122nd Street, located south of 122nd Street and west of Chicago Avenue, Frankford Farms Addition, the west 111 feet of the north 376 feet of Tract 18,** 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/ZC3453
December 2, 2021

Planning Department
City of Lubbock

Staff Report	Zone Case 3453
City Council Meeting	December 14, 2021

Applicant Cita Lopez

Property Owner Cita Lopez

Council District 5

Recommendations
- Staff recommends Denial of the request.

Prior Board or Council Action
- April 28, 2016: This property was annexed and zoned Transition (T) through Ordinance No. 2016-O0054.
- December 2, 2021, Zone Case 3453: The Planning and Zoning Commission recommended Denial of the zone change from T to Local Retail District (C-2) with a Specific Use for an Event Center by a vote of 0-7-0.

Notification Summary
- Notifications Sent: 6
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History
The subject property was annexed in 2016 and has been developed with a commercial building.

Adjacent Property Development
The property to the east is zoned Transition, and the properties to the north are zoned Two-Family District (R-2) with a Specific Use for reduced setbacks and have been developed with single-family houses. The properties to the west and south are outside of city limits.

Zoning Request and Analysis
Item Summary
The subject property is addressed as 5525 122nd Street, and is located south of 122nd Street and east of Frankford Avenue. The applicant is requesting to rezone the subject property from T to Local Retail District (C-2) with a Specific Use for an event center.

Current zoning: **Transition (T)**

Requested zoning: **Local Retail District (C-2) with a Specific Use for an event center**

Intent Statements
The intent of the current T zoning is "…to protect existing and future development in newly annexed territory until the proper zone classification can be determined and established by zone change."

The intent of the proposed C-2 zoning is "…to provide limited local retail and service commercial uses which serve one of several neighborhoods. Such districts may be located on existing thoroughfares or at the intersections of major thoroughfares."

The intent of the proposed Specific Use zoning is "…to provide for design and land use flexibility in the various districts. This district provides for variations in the land use standards within the [zoning] ordinance, provided the intent, principles, and innovations of modern urban planning and design are used."

Traffic Network/Infrastructure Impacts
The proposed rezoning location is along 122nd Street, which is designated as a Collector by the Master Thoroughfare Plan, 2018. Collector streets are designed for medium volumes of vehicles operating at lower speeds and provide access and movement within residential, commercial, and industrial areas (Comprehensive Plan, page 87).

Compatibility with Surrounding Property
The proposed C-2 zoning is not compatible with the surrounding area and may change the character of the existing development. The use of the property is currently nonconforming.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The principles outlined in the Comprehensive Plan designates this area for "Low Density Residential". Commercial uses are not appropriate for this type of designation and the request is not in conformance with the overall Comprehensive Plan.

Conformance with Zoning Ordinance
The proposed zoning request is not in conformance with the zoning ordinance and is not appropriate adjacent to other uses that are already established.

Suitability of Property for Allowed Uses
The property is not suitable for the proposed uses and may need additional public improvements to support the intensity of uses described in the C-2 zoning district, as it was recently annexed.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Aerial Map
D. Zoning Map
E. Future Land Use Map
F. Photos
G. Application and supporting documents

Staff Contacts

Jacob Hawkins
Planner
Planning Department
806-775-2096
jhawkins@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3453

Allowable Uses: Local Retail District (C-2)

Transportation: The proposed development has points of access from 122nd Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
122nd Street *Collector*	R.O.W. 72 feet, two-lane, undivided, paved	R.O.W. 72 feet, two-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

Case 3453: Cita Lopez

Request for a zone change from Transition District (T) to Local Retail District (C-2) with a Specific Use for an Event Center, at:

- 5525 122nd Street, located south of 122nd Street and west of Chicago Avenue, Frankford Farms Addition, the west 111 feet of the north 376 feet of Tract 18.

PLANNER JACOB HAWKINS stated there were six notifications sent out. There has not been any returned. Staff shared the location of the property including pictures and maps and discussed the surrounding property. The request is not in conformance with the Zoning Code or the Comprehensive Plan. Staff recommends denial of this request.

APPLICANT CITA LOPEZ, 5225 122nd Street and **MICHAEL LOPEZ** 5823 80th Street, have owned a commercial business on this property for about 8 years. She has purchased another 6 acres adjacent to the property. She wants to expand the existing building and add parking to create an event center. She stated the surrounding properties are not mainly residential. It is mostly commercial. There are 5 homes to the east and they are building duplexes to the north. From 122nd Street to 130th Street, it is all commercial buildings. There are transmission shops, pet hotels, etc. The building on her property is currently a concrete business with 15 trucks, tractors, dump trucks, etc. She stated that she is building her home next door, which means she will not allow loud parties, etc. The event center will be used for weddings and other events along that line. There is residential to the north and east. There is also an event center right behind them on 123rd Street. If approved they will be moving the concrete business elsewhere

No one spoke in favor of the request.

OPPOSITION BRAD KING, 4618 100th Street, owns property to the east, which has a 212 agreement that was completed in 2016. He has been raising horses on the property for 30 years. He stated there is some commercial,

but there is mainly residential. He is concerned about operating hours and if there will be any outdoor music. Mr. King stated there is an event center to the south that causes many noise concerns already.

OPPOSTION THOMAS PAYNE, 15309 FM 1730, owns property 2 doors to the west. Property to the west and south is subject to a 212 agreement. The applicant is already in violation of the 212 agreement to the west. The intent to extend onto a tract with a 212 agreement requires notice to the City and the City's opportunity to annex. A plat and building permit will be required. This is not a suitable location for an event center.

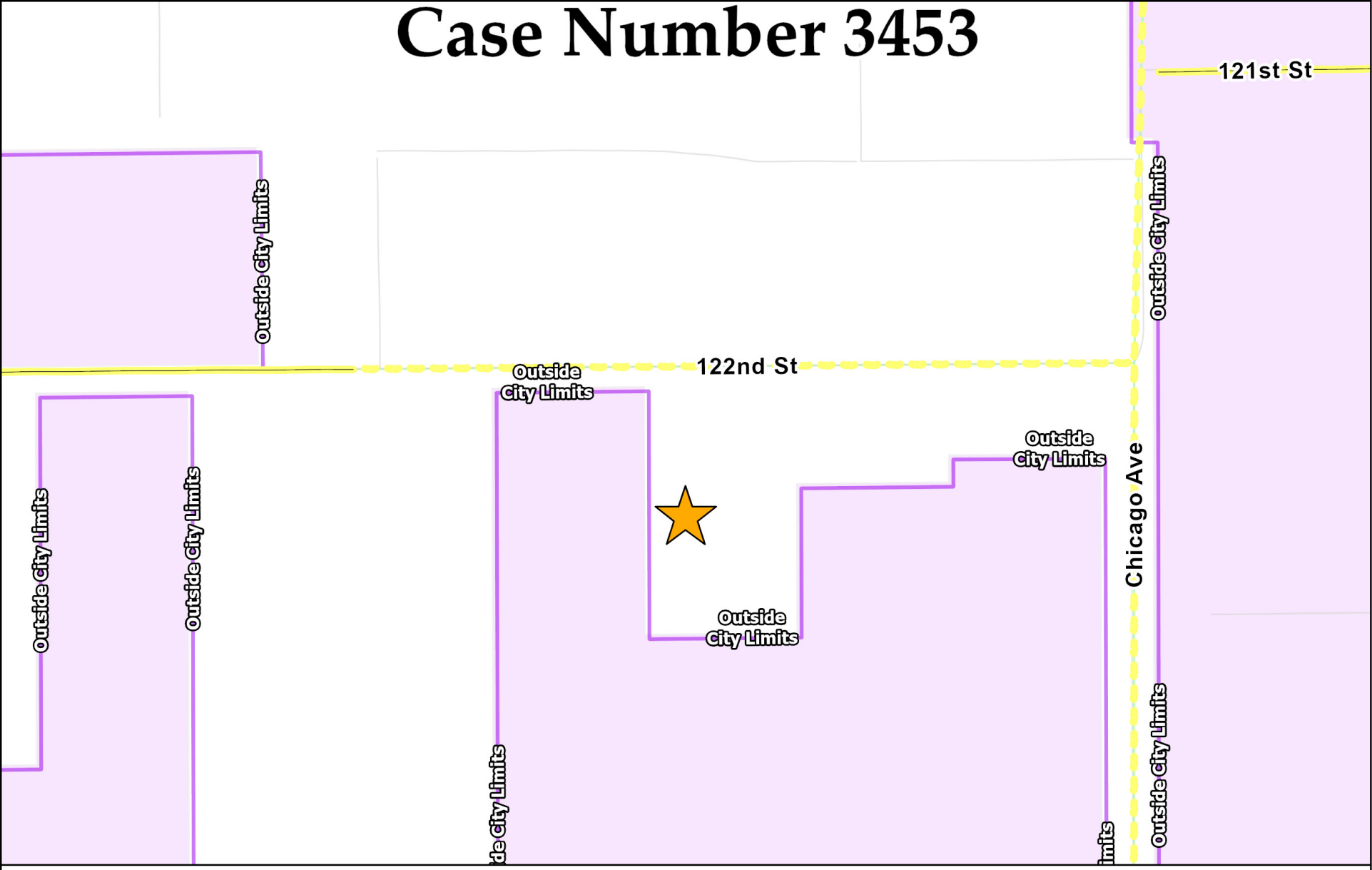
ASSISTANT CITY ATTORNEY KELLI LEISURE stated when a property is annexed, state law requires the property be able to utilize that same use, once it is annexed. What is currently in question is whether or not the proposed use is appropriate for this area.

BOARDMEMBER ZACH SAWYER stated that he is struggling with having an event center in the middle of homes.

BOARDMEMBER RENEE CAGE asked if anyone had considered the traffic, as she feels it would increase traffic at night.

In matter of Zone Case **3453** a motion was made by **JAMES BELL** and seconded by **SUSAN TOMLINSON** to approve the request as presented and the Commission members voted 0 (in favor) to 7 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.

Case Number 3453

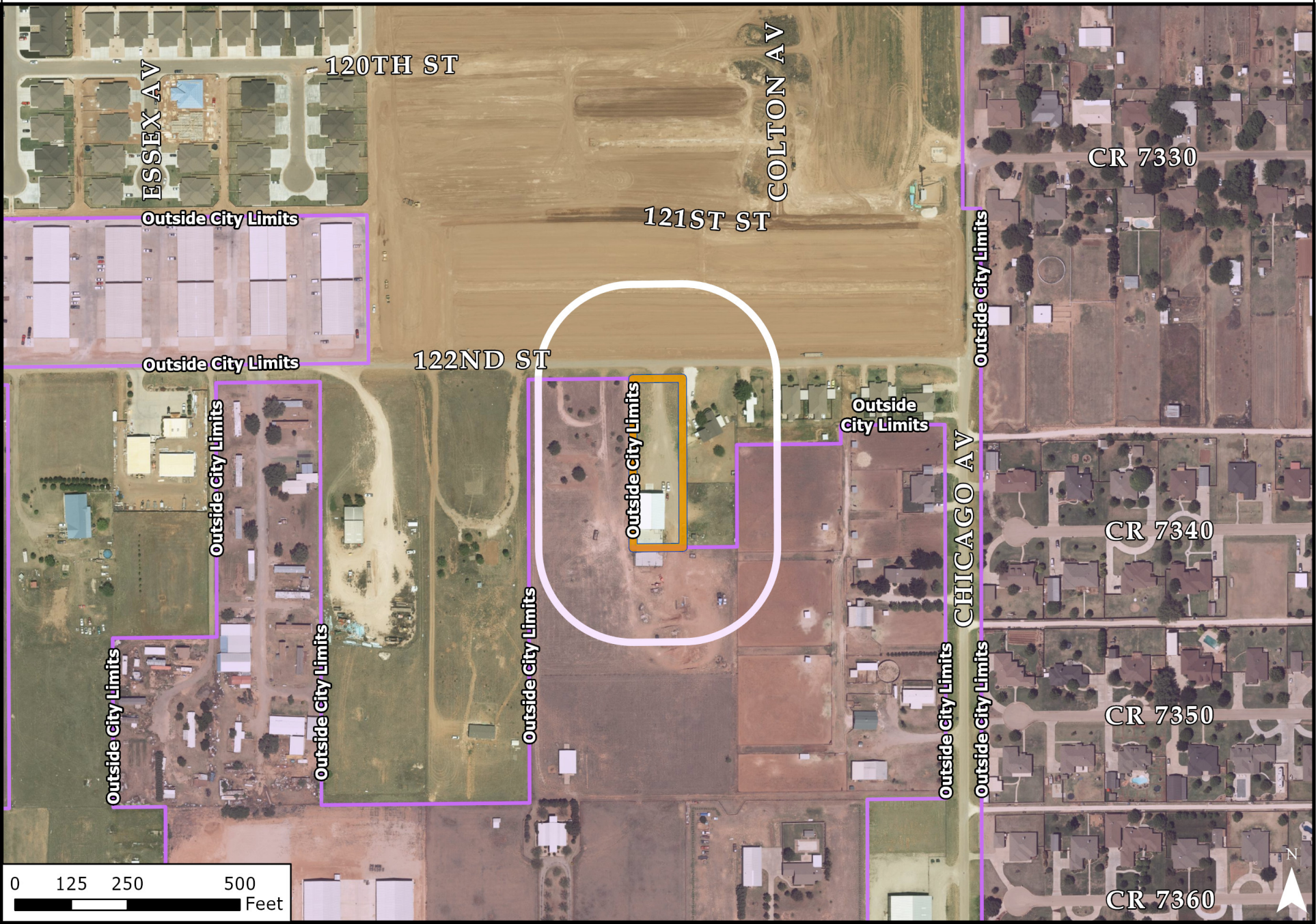


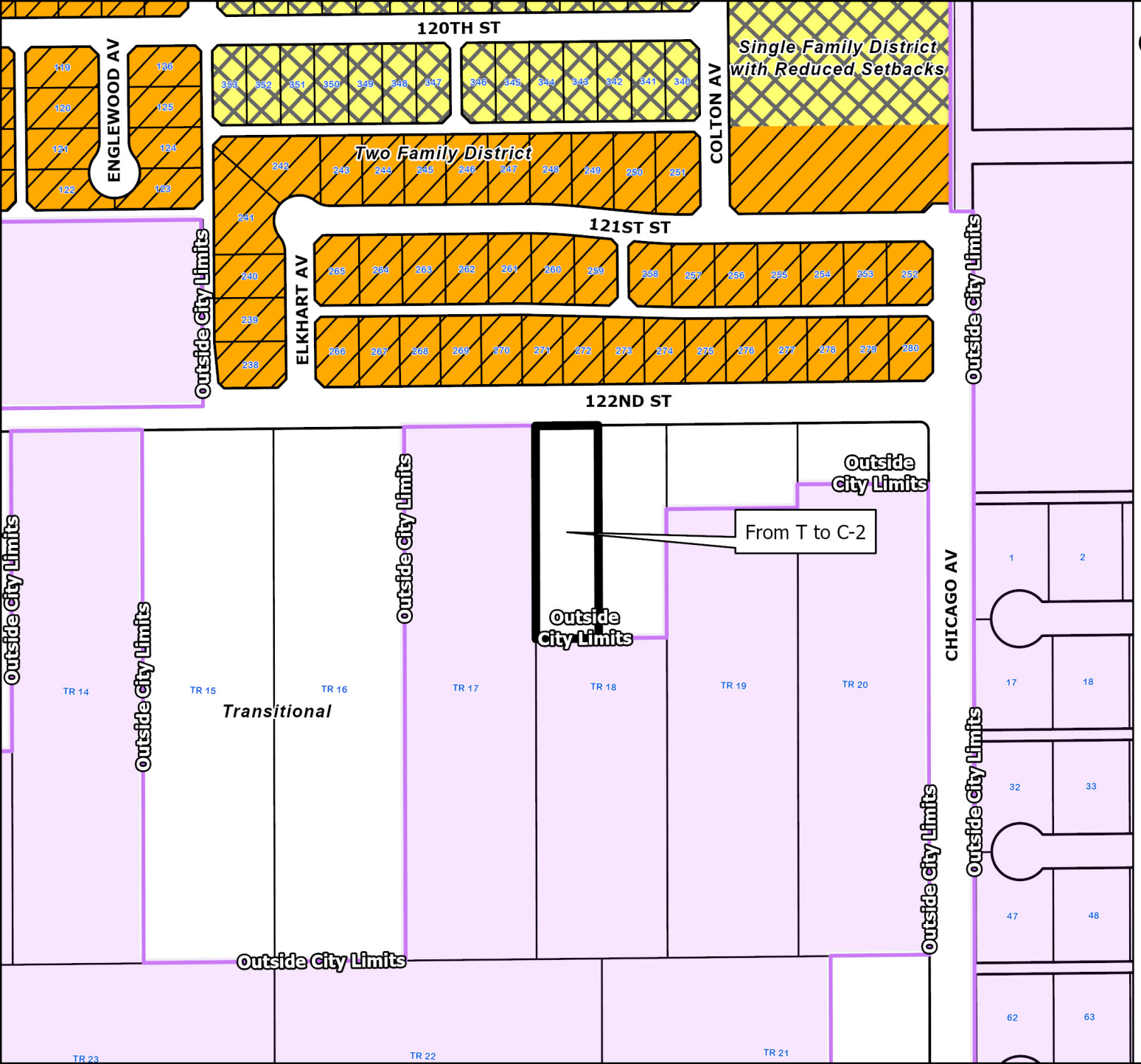
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: November 2021

Case Number 3453





Current Zoning

3453

Zoning Districts

- Single Family with Reducded Setbacks
- Two Family Specific Use
- Transitional

N

0 50 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: November 2021

3453



Subject property. View south.



View west.



View north.



View east.

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

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 3525 122nd

Lots/Tracts: Tract 18

Survey & Abstract: _____

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: 1 acre

Existing Land Use: Comercial Existing Zoning: Trasition

Requested Zoning: Event Center

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: _____

Name: _____

Address: _____ City: _____ State: _____

ZIP Code: _____ Telephone: _____ Email: _____

Applicant's Signature: _____

Date: _____ Printed Name: _____

Owner Information

Firm Name: _____

Owner: Cita Lopez

Address: 5823 80th City: Lubbock State: Tx

ZIP Code: 79424 Telephone: 806-401-2220 Email: westtexas.concrete@yaha.com

Property Owner's Signature: Cita Lopez

Date: 10-25-2024 Printed Name: Cita Lopez

Preparer Information

Preparer's Signature: _____

Date: _____ Printed Name: _____

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: T To: C-2

Lots: _____ Blocks: _____

Addition: Frankford Farms West 111' of North 376' of Tract 18

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.

Information

Agenda Item

Resolution - Planning: Consider a resolution approving and granting a variance from the applicable 300-foot minimum distance provision of the City of Lubbock Ordinance 2009-O0060, at 5101 Avenue Q, Suite A, for an alcoholic beverage permit for Tipsy's Sports Grill and Bar.

Item Summary

Effective August 8, 2009, Ordinance 2009-O0060 amended Section 14.01.007 (Section 18-11). Alcoholic beverages-Sale near church, school or hospital, in Chapter 14, Offenses-Miscellaneous, of City of Lubbock Code of Ordinances, related to businesses who obtain a permit from the Texas Alcoholic Beverage Commission (TABC) for the sale of alcohol.

As part of the ordinance, the City Council adopted a standard which prohibits any business that is within 300 feet of any school or daycare.measured from property line to property line, from having a permit issued by TABC. The City Council may consider a variance to the 300-foot in the Texas Alcoholic Beverage Code.

The request for a variance is from Tipsy's Sports Grill and Bar, located at 5001 Avenue Q, Suite A, which is within 300 feet of a public school, Hodges Elementary.

A request for a new permit for on-premise alcohol sales at this location is now pending, and requires a separation variance request. The City Council has wide discretion in considering whether to grant a variance. The following may be considered by the City Council (as noted by the State of Texas statue providing for the variance process):

1) The enforcement of the regulation in a particular instance is not in the best interest of the public;
2) The regulation constitutes waste or inefficient use of land or other resources;
3) The regulation creates an undue hardship on the applicant, does not serve its intended purpose or is not effective or necessary;
4) The variance may be granted for any other reason, after consideration of the health, safety and welfare of the public and the equity of the situation, if the governing body finds it to be in the best interest of the community.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution - Tipsy's
Tipsy's Zoning Certificate
Tipsy's Applicant Letter
Tipsy's Parking Plan
Tipsy's TABC Pre-Qualification Summaries
Tipsy's Map

RESOLUTION

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

THAT the City Council, as the governing board of the City of Lubbock, Texas, and pursuant to Section 109.33(e) of the Texas Alcoholic Beverage Code, after consideration of the health, safety, and welfare of the public and the equities of the situation, finds and determines herein that it is in the best interest of the community to approve and grant a variance, and hereby grants a variance, from the applicable provisions of City of Lubbock Ordinance No. 2009-O0060 at the following location: **Tipsy's Sports Grill & Bar, 5101 Avenue Q, Suite A, Lubbock, TX**. This variance shall remain in effect for so long as: 1) **a Mixed Beverage (MB) permit, or 2) a Mixed Beverage Late Hours (LB) permit, 3) a Food and Beverage (FB) permit**, or 4) a subsequent like use, if any, are in effect at the above-referenced location.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bryan Isham, Director of Planning

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.Variance_Tipsy's
12.9.21

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

ZONING CERTIFICATE

Business Information

Local Contact: Paulina Madrid Local Contact Phone No.: 806 686 7139
Name of Business: Tipsy's Sports Grill & Beer
Address: 1704 77th St City: Lubbock State: TX Zip: 79423
Telephone: 806-686-7139 Email: pmadrid15@yahoo.com

On Premise Consumption:

Type of Business:

- [x] Restaurant
- [ ] Sports Grill
- [ ] Other (describe)_____
- [ ] Nightclub/Bar/Lounge
- [ ] Hotel/Arena/Civic Center
- [ ] Dance Hall
- [ ] Sexually Oriented Business

Permit(s) Requested (Check all that apply):

- [x] Mixed Beverage (MB)
- [x] Food & Beverage Cert. (FB)
- [ ] Minibar Permit (MI)
- [x] Mixed Beverage Late Hours (LB)
- [ ] Wine and Beer Retailer's (BG)
- [ ] Beer Retailer's On-Premise (BE)
- [ ] Beverage Cartage (PE)
- [ ] Private Club Beer & Wine (NB)
- [ ] Retail Dealer's On-Premise – late hours license (BL)
- [ ] Local Cartage Permit (E) – with BG only
- [ ] Brewpub License (BP)
- [ ] Catering (CB)
- [ ] Private Carrier's Permit (O) – Brewpubs (BP) with a BG only
- [ ] Food & Beverage Cert. (FB)
- [ ] Mixed Beverage Restaurant with Food and Beverage (RM)
- [ ] Other (describe)_____

Off Premise Consumption:

Type of Business:

- [ ] Grocery/Convenience Store
- [ ] Drug Store
- [ ] Package Store
- [ ] Other (describe)_____

Permit(s) Requested (Check all that apply):

- [ ] Beer Retailer's Off-Premise (BF)
- [ ] Package Store (P)
- [ ] Wine and Beer Retailer's Off Premise (BQ)
- [ ] Wine Only Package Store (Q)
- [ ] Local Cartage Permit (E)
- [ ] Local Distributor (LP)
- [ ] Other (describe)_____
- [ ] Third-Party Cartage Permit (ET)

Property Owner Information

Name: Mary Waller
Address: 5101 Ave Q City: Lubbock State: TX Zip: 79412

Business Owner Information

Name: Paulina Madrid
Address: 1704 77th St City: Lubbock State: TX Zip: 79423

Applicant Information

Name: Paulina Madrid
Address: 1704 77th st City: lubbock State: TX Zip: 79423
Interest in Business/Authority to Make Application:_____

If you have any questions pertaining to the City of Lubbock's Zoning Certificate, please contact:

City of Lubbock Planning Department	Phone: (806) 775 - 2108	E-mail: cityplanning@mylubbock.us
City of Lubbock City Secretary's Office	Phone: (806) 775 - 2061	E-mail: ocs@mylubbock.us

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

ZONING CERTIFICATE

Planning and Zoning Information

Gross Sq. Footage of Bldg.: 3300 Zoning: C-4 Sales Tax No.: _____

Parking Ratio: 1:75 Spaces Req. 44 Spaces Provided: _____

Separation Information

Is a Church or Hospital located within 300 feet of your establishment (door to door)? ☐ Yes ☑ No

Is a School (Public or Private), day care, or child care facility located within 300 feet of your establishment (property line to property line)? ☐ Yes ☑ No

Additional Information

No. of Game Machines: Ø Dance Floor ☑ Yes ☐ No

Dance Floor Size: _____ Live Entertainment ☐ Yes ☑ No

Z.B.A. Variance: _____ Case No.: _____

_____ Case No.: _____

Comments: _____

_____

Applicant Signature

I hereby certify that I have read and fully understand the zoning restrictions and ordinances applicable to this property and that all information contained herein is true and correct. I further understand that this certificate is issued subject to all applicable regulations of the City of Lubbock and the violation of any of these regulations may result in my being ordered to cease the violation or vacate the premises, as well as the revocation of this certificate. I understand that if licensed as a restaurant, this certificate only permits me to operate a restaurant with the incidental right to sell alcoholic beverages, and I certify that is my intent and purpose in acquiring this certificate.

Signature: _____ Date: 12/2/2021

Planning Department Signature

Distance Map Created? ☐ Yes ☐ No

Distance Map Attached? ☐ Yes ☐ No

Alcohol Variance Required? ☐ Yes ☐ No

If so, Resolution No.: _____

I hereby certify that to the best of my knowledge, this request currently complies with all applicable zoning regulations of the City of Lubbock.

Signature: _____ Date: _____

If you have any questions pertaining to the City of Lubbock's Zoning Certificate, please contact:

City of Lubbock Planning Department Phone: (806) 775 - 2108 E-mail: cityplanning@mylubbock.us

City of Lubbock City Secretary's Office Phone: (806) 775 - 2061 E-mail: ocs@mylubbock.us

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

ZONING CERTIFICATE

Please return this form with all approval signatures prior to the issuance of a Zoning Certificate.

These signatures are not a substitute for any other required forms.

Code Enforcement Department • 1314 Avenue K • 775-2989

Comments:_____

_____

Signature:_____ Date:_____

Environmental Health Department • 1314 Avenue K • 775-2116

Comments:_____

_____

Signature:_____ Date:_____

Additional Permitting/Inspection Requirements

Are you applying for this Zoning Certificate in association with one of the following activities?

- ☐ New Construction
- ☐ Remodel/Alteration
- ☐ No Construction
- ☐ Change in Occupancy Classification
- ☐ No Previous Certificate of Occupancy
- ☐ Serving Food or Ice
- ☐ Smoking Allowed in Facility
- ☐ Tattoo or Body Piercing Facility

If so, a Certificate of Occupancy may be required. Please request a Zoning Use Verification For from the Planning Department and follow the steps outlined below:

Step One – Obtain Zoning/Land Use approval from the Planning Department for the proposed business use.

Step Two – Based on the above information if a valid Certificate of Occupancy is not found, no construction will take place or there is a change in occupancy classification, follow the procedures for an Investigative Certificate of Occupancy. A certificate of occupancy will be issued for new construction and remodel/alteration permits as part of the permit process at the completion of construction.

Step Three – Investigative Certificate of Occupancy requirements. This process starts with Building Safety. You will need to speak to a Commercial Plan Examiner to see what documents are required.

Step Four – When the permit for the Investigative Certificate of Occupancy has been paid for the applicant will pay for and set up an inspection from the Fire Marshal's Office.

Step Five – If the proposed business will serve food, ice, allow smoking or tattoo or body piercing, permits need to be obtained from Environmental Health.

Step Six – Once inspections have been completed from Building Safety and the Fire Marshal's Office application for the Investigative Certificate of Occupancy will be made to Building Safety.

Building Safety Office: 1314 Avenue K
Lubbock, Texas 79457
(806) 775 – 2087

Fire Marshal's Office: 1601 Mac Davis Lane
Lubbock, Texas 79401
(806) 775 – 2646

If you have any questions pertaining to the City of Lubbock's Zoning Certificate, please contact:

City of Lubbock Planning Department	Phone: (806) 775 - 2108	E-mail: cityplanning@mylubbock.us
City of Lubbock City Secretary's Office	Phone: (806) 775 - 2061	E-mail: ocs@mylubbock.us

Paulina Madrid

Tipsy's Sprots Grill & Bar

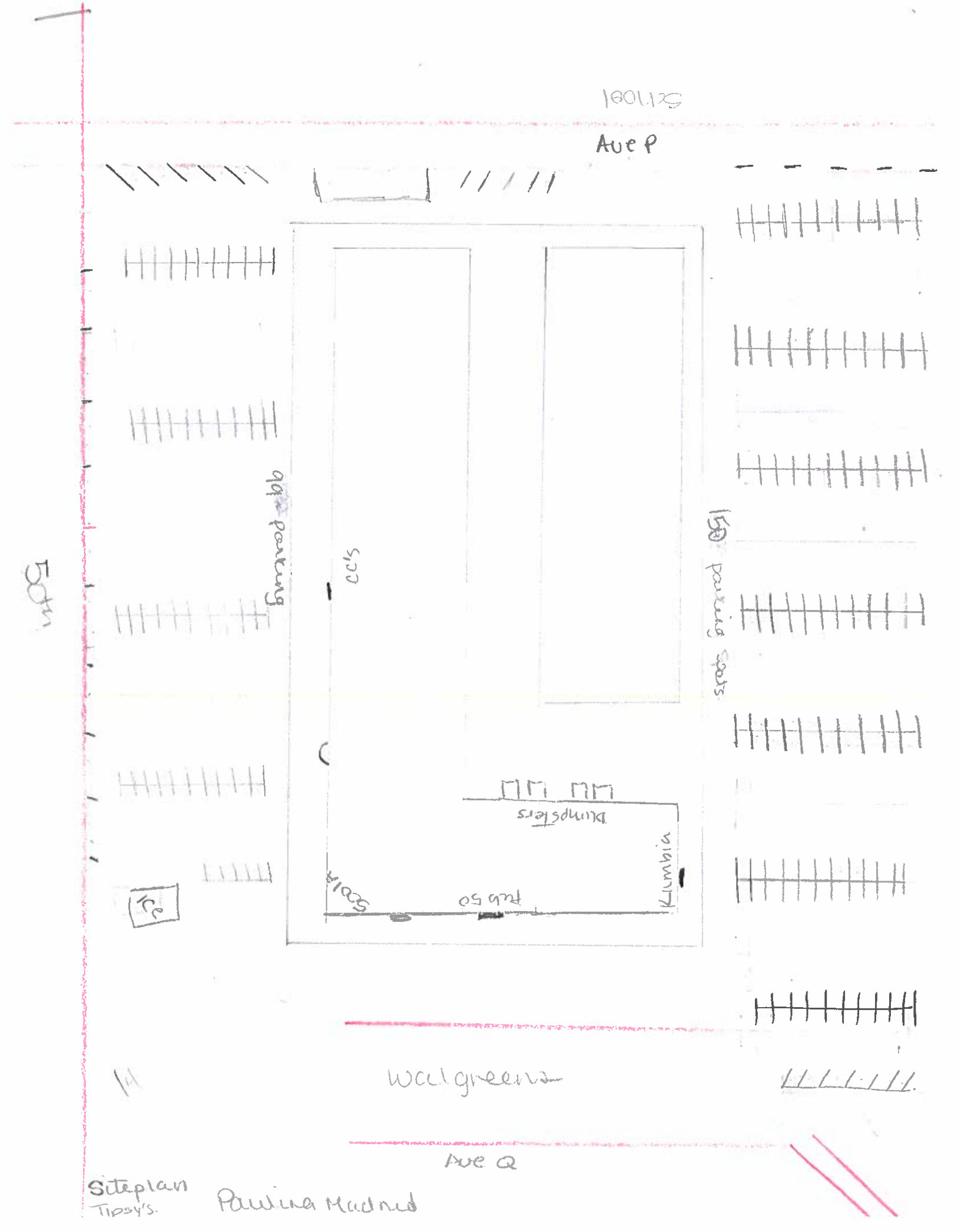
5001 # a Ave Q

LUBBOCK, TX 79412

To whom it may concern I Paulina Madrid the owner to Tipys's Sports Grill & Bar. Located at 5001#a Ave Q in Lubbock, Tx.79412. The owner of the building is Mary Waller 5101 Ave Q Lubbock, Tx 79412. Is requesting the variance to the 300 feet of a school (Hodges Elementary) so you for consideration to this variance. I am also asking for all permits being requested from the TABC. The certificate are City Secretary, and County Clerk. Please consider my permits.

Thank you





Ave P
99 parking
150 parking spots
Dumpsters
Kumbia
Ice
Walgreens
Ave Q
50th
Siteplan
Tipsy's.
Paulina Madrid

TEXAS ALCOHOLIC BEVERAGE COMMISSION
Texans Helping Businesses & Protecting Communities

Document reference ID : 43023

Licensing Application Summary

You must review your application and confirm that the information displayed here is correct. Select **Review and Confirm** to continue and make the payment. If the information is not correct, select **Next** to return to the application, edit the data as needed and finalize the submission. If you need to store the application packet for your records, select **Download**.

Application ID:	43023
Applicant Name:	Paulina Madrid
License Type applied for:	Mixed Beverage Permit (MB)

Applicant Information

Legal First Name:	Paulina
Legal Middle Name:	
Legal Last Name:	Madrid
Address:	1704 77th St, Lubbock, TX, 79423
Email Address:	pmadrid15@yahoo.com
Phone Number:	806-686-7139
Business Structure:	Sole proprietorship
FEIN/SSN Number:	
Historically Underutilized Business:	No
Veteran-owned business:	No
Secretary of State Filing Number:	N/A
Date Filed:	N/A
Filing State:	TX

Principal Parties

Principal Parent Entity	Principal Party	Role	%Ownership
Paulina Madrid	Paulina Madrid	Owner	100

Location Address

Address: 5001# A AVE Q, LUBBOCK, TX, United States 79412

Business/Trade Name: Tipsy's Sports Grill & Bar

Property Ownership

Property Type	Property Ownership Type	Entity Name
Land and Building	Owner	MARY WALLER

Location Investment

Investment Category	Investment By	Amount Invested	Term
Principal	Paulina Madrid	$3000.00	Self investment no repayment.

CERTIFICATE OF CITY SECRETARY FOR: (MB, BG & BE)

Section 11.37 & 61.37

Not later than the 30th day after the date a prospective applicant for a license or permit requests certification, the city secretary or clerk shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the license or permit is sought is prohibited by ordinance.

I hereby certify on this _____ day of _____ , _____ , that the location for which the license/permit is sought is inside the boundaries of this city or town, in a **"wet"** area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

MB	Mixed Beverage Permit
MB/FB (RM)	Mixed Beverage Restaurant Permit with Food and Beverage Certificate (MB must also hold a Food and Beverage Certificate)
BG/FB	Wine and Beer Retailer's Permit with Food and Beverage Certificate (BG must also hold a Food and Beverage Certificate)
BG	Wine and Beer Retailer's Permit - **Election for given location was held for:** legal sale of beer/wine (17%) on-premise ***AFTER*** Sept. 1, 1999 legal sale of beer/wine (14%) on-premise ***BEFORE*** Sept. 1, 1999
BE	Beer Retail Dealer's On-Premise License

OR

I hereby refuse on this _____ day of _____ , 20_____ to certify this location.

SIGN HERE

_____
City Secretary/Clerk

_____
City

,TEXAS

SEAL

TEXAS ALCOHOLIC BEVERAGE COMMISSION
Texans Helping Businesses & Protecting Communities

Document reference ID : 43812

Licensing Application Summary

You must review your application and confirm that the information displayed here is correct. Select **Review and Confirm** to continue and make the payment. If the information is not correct, select **Next** to return to the application, edit the data as needed and finalize the submission. If you need to store the application packet for your records, select **Download**.

Application ID:	43812
Applicant Name:	Paulina Madrid
License Type applied for:	Late Hours Certificate (LH)

Applicant Information

Legal First Name:	Paulina
Legal Middle Name:	
Legal Last Name:	Madrid
Address:	1704 77th St, Lubbock, TX, 79423
Email Address:	pmadrid15@yahoo.com
Phone Number:	806-686-7139
Business Structure:	Sole proprietorship
FEIN/SSN Number:	
Historically Underutilized Business:	No
Veteran-owned business:	No
Secretary of State Filing Number:	N/A
Date Filed:	N/A
Filing State:	TX

SEAL

Certificate of County Clerk For Late Hours Certificate

Chapters 29 & 70 et seq

I hereby certify on this _____ day of _____, _____, that one of the below is correct:

The Commissioner's Court of the county has by order authorized the sale of ***mixed beverages*** between midnight and 2:00 A.M.; or

The Commissioner's Court of the county has by order authorized the sale of ***beer*** between midnight and _____ A.M.; or

The population of the city or county where premises are located was 500,00 or more according to the 22nd Decennial Census of the United States as released by the Bureau of the Census of March 12, 2001; or

The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2010).

OR

I hereby refuse on this _____ day of _____, 20_____ to certify this location.

SIGN HERE

_____
County Clerk

_____,
COUNTY

SEAL

TEXAS ALCOHOLIC BEVERAGE COMMISSION
Texans Helping Businesses & Protecting Communities

Document reference ID : 43836

Licensing Application Summary

You must review your application and confirm that the information displayed here is correct. Select **Review and Confirm** to continue and make the payment. If the information is not correct, select **Next** to return to the application, edit the data as needed and finalize the submission. If you need to store the application packet for your records, select **Download**.

Application ID:	43836
Applicant Name:	Paulina Madrid
License Type applied for:	Food and Beverage Certificate (FB)

Applicant Information

Legal First Name:	Paulina
Legal Middle Name:	
Legal Last Name:	Madrid
Address:	1704 77th St, Lubbock, TX, 79423
Email Address:	pmadrid15@yahoo.com
Phone Number:	806-686-7139
Business Structure:	Sole proprietorship
FEIN/SSN Number:	
Historically Underutilized Business:	No
Veteran-owned business:	No
Secretary of State Filing Number:	N/A
Date Filed:	N/A
Filing State:	TX

Principal Parties

Principal Parent Entity	Principal Party	Role	%Ownership
Paulina Madrid	Paulina Madrid	Owner	100

TEXAS ALCOHOLIC BEVERAGE COMMISSION

Texas Helping Businesses & Protecting Communities

Payment Receipt

Thank you for submitting your payment to TABC. You will receive an email providing details related to your submission including TABC's anticipated processing time.

F/B

Application ID : 43836

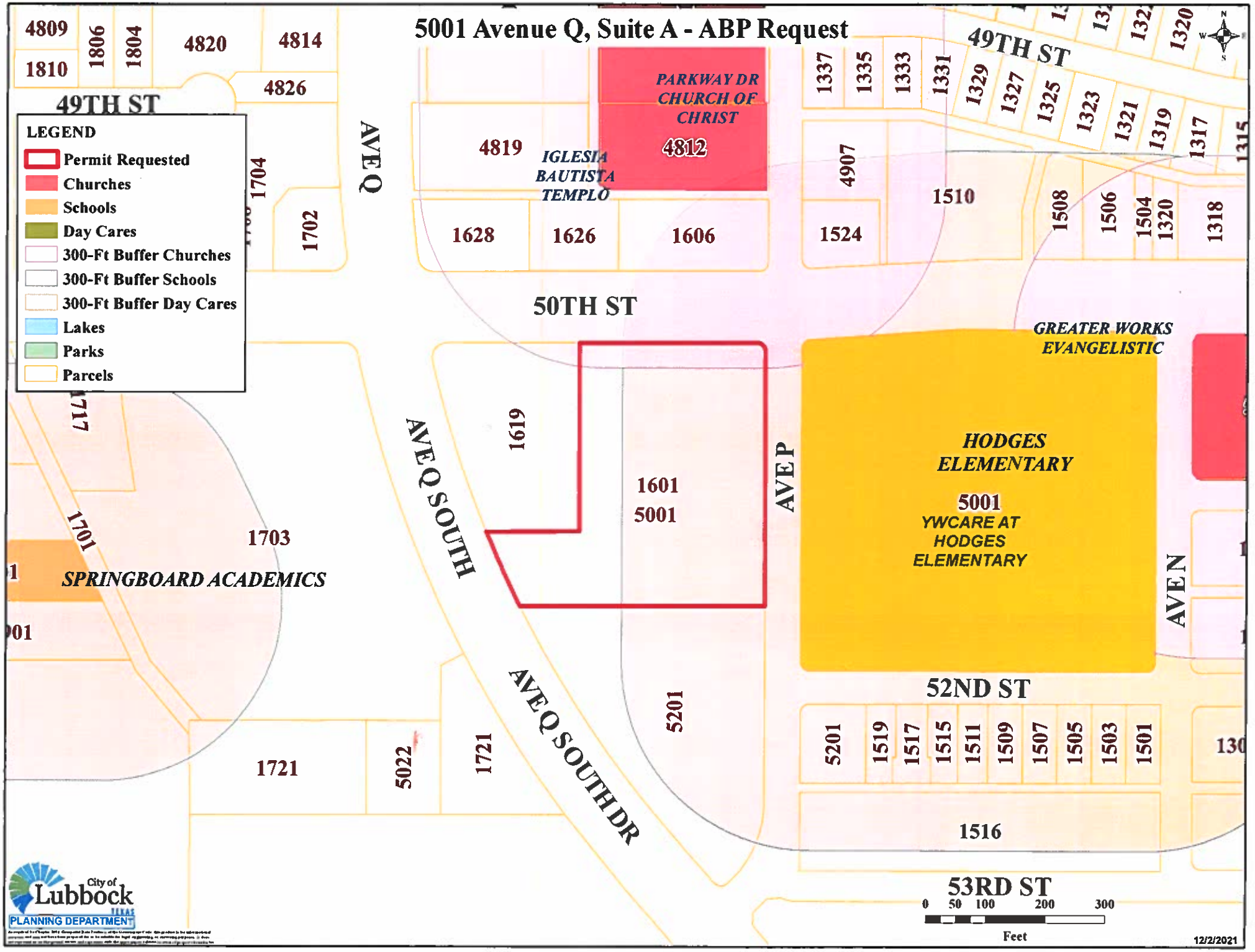
Entity Name : PAULINA MADRID

Payment Date : 12/02/2021

Method of Payment : ACH

Trade Name	Transaction Name	Amount
	New Food and Beverage Certificate	$1,100.00

Total Amount : $1,100.00


5001 Avenue Q, Suite A - ABP Request
LEGEND
Permit Requested
Churches
Schools
Day Cares
300-Ft Buffer Churches
300-Ft Buffer Schools
300-Ft Buffer Day Cares
Lakes
Parks
Parcels
49TH ST
50TH ST
52ND ST
53RD ST
AVE Q
AVE Q SOUTH
AVE Q SOUTH DR
AVE P
AVE N
PARKWAY DR CHURCH OF CHRIST
4812
IGLESIA BAUTISTA TEMPLO
GREATER WORKS EVANGELISTIC
HODGES ELEMENTARY
5001
YWCARE AT HODGES ELEMENTARY
SPRINGBOARD ACADEMICS
4809
1810
1806
1804
4820
4814
4826
4819
1704
1702
1628
1626
1606
1337
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1333
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Feet
City of Lubbock TEXAS
PLANNING DEPARTMENT
12/2/2021

AI# 10332
Regular City Council Meeting 8. 8.
01/11/2022:

Information

Agenda Item

Resolution - Planning: Consider a resolution authorizing the Mayor to execute a Municipal Services Agreement, with Tigris Development, LLC, for the requested annexation of an area of land generally described as 30.57 acres, located north of 114th Street and east of University Avenue.

Item Summary

Tigris Development, LLC is the owner of the tract of land containing approximately 30.57 acres, located north of 114th Street and east of University Avenue. The owner is requesting consideration of voluntary annexation of the land into the City limits.

The first step in the voluntary annexation process is to establish a service plan to which both the City and the property owner agree. The proposed annexation agreement sets forth the plan for services between the City of Lubbock and Tigris Development, LLC. If the agreement is approved by the City Council, staff will schedule a public hearing to consider annexation of the property.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution - Annexation Agreement for 114th & University
Signed Annexation Agreement - 114th & University
Unanimous Written Consent
Annexation Map - 114th & University
Petition Compiled - 114th & University

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Annexation Agreement, by and between the City of Lubbock and Tigris Development, LLC, a Texas limited liability company, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Brooke Witcher for
_____
Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure
_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.AnnexationAgreement_Tigris
12.15.21

MUNICIPAL SERVICES AGREEMENT

BETWEEN THE CITY OF LUBBOCK, TEXAS

AND TIGRIS DEVELOPMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY

This Municipal Services Agreement ("Agreement") is entered into on _____ day of _____, 2022 by and between the City of Lubbock, Texas, a home-rule municipality of the State of Texas, ("City") and Tigris Development, LLC, a Texas limited liability company ("Owner"), collectively referred to as ("Parties").

RECITALS

The Parties agree that the following recitals are true and correct and form the basis upon which the Parties have entered into this Agreement.

WHEREAS, Section 43.0671 of the Local Government Code ("LGC") permits the City to annex an area when each owner of land in an area requests the annexation;

WHEREAS, the Owner owns a certain parcel of land situated in Lubbock, Texas which consists of approximately 30.57 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached to and incorporated herein ("Property");

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner that sets forth the City services to be provided for the Property;

WHEREAS, Owner has filed a written request with the City for full-purpose annexation of the Property, and said petition for annexation is set forth as Exhibit B attached to and incorporated herein ("Petition");

WHEREAS, the City and the Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the annexation and execution of this Agreement are subject to approval by the Lubbock City Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, the City and the Owner agree as follows:

1. **PROPERTY**. This Agreement is only applicable to the Property, which is the subject of the annexation.

2. **INTENT**. It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with the service plan below and state law, which may be accomplished through any means permitted by law.

3. **MUNICIPAL SERVICES.**

A. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with the applicable city ordinances, rules, regulations, and policies.

i. Fire Services

a. *Existing Services*: None

b. *Services to be Provided:* Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No.14, located at 2402 96th Street, Station No. 16, located at 4030 114th Street, and Station 17, located at 3241 63rd Street. Station No. 14 is approximately 1.3 miles from the proposed annexation with an approximate response time of 2 to 3 minutes. Station 16 is approximately 2.0 miles from the proposed annexation with an approximate response time of 2 to 3 minutes. Station No. 17 is approximately 4.2 miles from the proposed annexation with an approximate response time of 6 to 7 minutes. Fire suppression activities can be afforded to the annexed area with an acceptable response time within current appropriation. Fire Prevention activities will be provided by the Fire Marshal's office as needed.

ii. First Responder Emergency Medical Services

a. *Existing Services*: None

b. *Services to be Provided*: Lubbock Fire Rescue is a Basic Life Support (BLS) First Responder Organization. BLS First Responder emergency medical response will be provided by Fire Station No. 14, located at 2402 96th Street, Station No. 16, located at 4030 114th Street, and Station 17, located at 3241 63rd Street. Station No.14 is approximately 1.3 miles from the proposed annexation with an approximate response time of 2 to 3 minutes. Station 16 is approximately 2.0 miles from the proposed annexation with an approximate response time of 2 to 3 minutes. Station No. 17 is approximately 4.2 miles from the proposed annexation with an approximate response time of 6 to 7 minutes. Emergency medical transport is provided by the Lubbock County Hospital District.

iii. Police Services

a. *Existing Services*: None

b. *Services to be Provided*: The Police Department's responsibility for responding to emergency and non-emergency law enforcement calls for service and to provide law enforcement patrol coverage in an effort to prevent, reduce, mitigate and solve crimes will extend to this area on the effective date. These services can be provided within the department's current budget.

iv. Building Safety Services

a. *Existing Services*: None

b. *Services to be Provided*: The Building Safety Department will provide construction code enforcement services upon annexation. This includes construction plan review and field inspection services and the issuance of building, electrical, and plumbing/mechanical permits for any new construction and remodeling, as well as enforcement of all other applicable laws and codes that regulate building construction within the City of Lubbock. As land is developed, the need for additional personnel and budget appropriations will be dependent upon the type, intensity and rate of development within the annexed area as well as areas that compete for those resources.

v. Planning and Zoning Services

a. *Existing Services*: Subdivisions of land within the five-mile extraterritorial jurisdiction (ETJ) of the city are required to have a plat of the subdivision prepared in accordance with the City of Lubbock subdivision regulations. Currently, plats and subdivisions in the ETJ are approved by the Planning and Zoning Commission, as well as the County Commissioner's Court, as may be dictated by applicable state statutes and City ordinances. Similarly, signs and billboards are regulated within the ETJ pursuant to the City's sign ordinance, as authorized by State law. No other Planning department services are authorized or offered outside of the City limits, including zoning.

b. *Services to be Provided*: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Lubbock Zoning Ordinance will extend to this area on the effective date of the annexation. The annexed areas will also continue to be regulated under the requirements of the City of Lubbock Subdivision Ordinance. These services can be provided within the department's current budget.

vi. GIS and Data Services

a. *Existing Services*: None

b. *Services to be Provided*: GIS and Data Services will update all city-wide GIS data sets to include the newly annexed areas. This will include support to the Office of City Secretary for elections requirements, to Building Inspection, Streets and Traffic Engineering for addresses, street names and street signs, and to Planning for transitional zoning. GIS will facilitate a meeting with Lubbock Emergency Communication District, Police and Fire for determination of updated information for 911 Dispatch. Updated GIS information that is public will also be reflected on the GIS mapping website for citizens.

vii. Publicly Owned Parks, Facilities, and Buildings

a. *Existing Services*: City of Lubbock Library's materials, services, and programs are currently available to anyone who lives in Lubbock County.

b. *Services to be Provided*: Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities (including community service facilities, libraries, swimming pools, etc.) and buildings throughout the City. Upon the effective date of annexation, staff will study areas to be included in future versions of the Parks Master Plan. Any addition of parkland will create additional expenses to the Parks and Recreation operating budget. The Library will continue to provide services to all of Lubbock County, including the area to be annexed. These services are provided within the department's current budget.

viii. Code Administration/Environmental Health Services

a. *Existing Services*: None

b. *Services to be Provided*: The City of Lubbock's Code Administration/Environmental Health Departments will implement the enforcement of local ordinances and regulations on the effective date of the annexation. Such services can be provided with current Code Administration/Health Department Personnel and within the current budget appropriation. As land is developed, increases in personnel and budget will be needed in order to provide the same level of customer service.

ix. Animal Services

a. *Existing Services*: None. Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office.

b. *Services to be Provided*: Animal control services will be provided to the area as needed. The City of Lubbock Animal Services Department will implement the enforcement of the City of Lubbock's animal control ordinances and regulations upon the effective date of the annexation. It is anticipated that such services can be provided with current personnel and budget appropriation, but response times may increase.

x. Street Services

a. *Existing Services:* City of Lubbock Public Works currently maintains any roads that are within the City of Lubbock City Limits adjacent to these plats.

b. *Services to be Provided:* As development occurs, the City's current policies require the City to design and build Arterial Roadways. Roadway Impact Fees will be due at the time of platting. Capital projects may be required in the future to provide adequate funding to support this anticipated growth. The timing of these improvements would be contingent on available funding and growth patterns in these areas. The developer may build the roadway and receive offsets in Lieu of Impact Fees.

xi. Storm Water Management Services

a. *Existing Services*: City maintains jurisdiction of playa lakes within the ETJ. TCEQ (Texas Commission on Environmental Quality) has jurisdiction of enforcement and compliance with stormwater related permits outside the City limits.

b. *Services to be Provided*: As land is developed, developers will provide plans for addressing the conveyance of storm water drainage. The Development Engineering staff will review the drainage plans for compliance with the current drainage regulations and policies. Any major improvements for conveyance will be inspected for compliance by the city staff at time of completion. Additionally, as land is developed and building permits are requested, Storm Water staff reviews each permit request for compliance with the Chapters 22 (City's Stormwater permit) and Chapter 30 (Lakes and Floodplains) of the City Code. After permit issuance, inspections of the construction sites are to ensure compliance with the City Code and state regulations. Depending on the type and intensity of development within the annexed area, the need for additional personnel and budget appropriations may be needed to provide adequate customer service (development and permit review and inspections). TCEQ Stormwater permit holders will be transitioned from TCEQ oversight to City of Lubbock oversight, i.e. inspection and

compliance of these existing facilities will now be the responsibility of the Storm Water Staff.

xii. Street Lighting

a. *Existing Services*: None

b. *Services to be Provided*: The City of Lubbock will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

xiii. Traffic Engineering Services

a. *Existing Services*: None

b. *Services to be Provided*: Upon annexation and in conjunction with the platting process, Traffic Engineering will identify and install required traffic signs to be installed at the developer's expense. Other regulatory traffic control devices will be provided after appropriate studies indicate the data meets the minimum requirements as set forth in the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and as budget permits.

xiv. Water and Sanitary Sewer Services

a. *Existing Services*: None

b. *Services to be Provided*: Availability of water and sewer is at the request and expense of the user, and shall be provided within current policies and ordinances of the City (note below for an explanation of pro-rata charges). Water and sewer for domestic and commercial use, when installed, will be available at approved City rates. Water for fire protection will be available through lines only after service lines are installed by the developer.

Pro-Rata Charges:

Chapter 22, City Code establishes the charges or the actual cost of construction due on all property to which water and/or sewer lines are extended. The charge is generally known as "pro-rata" and is due and payable before service is provided. The pro-rata charge represents a portion of the costs of providing water and/or sewer facilities to serve the property on which the pro-rata is paid. When a person desires water and/or sewer service to property that requires an extension of existing facilities to provide service adjacent to the property or when the service connection will be made to a line constructed after April 1, 1952, the person desiring service shall pay non-refundable charge called pro-rata. 2005 pro-rata charges include $15.00 per front foot of lot or tract to be serviced for sewer and $12.00 for water,

unless the actual extension cost is greater, then the charge is per actual cost. When an extension of water/sewer facilities exceeds the above costs, the person(s) desiring service shall pay the entire cost and later be refunded that amount above pro-rata when other persons tie onto service and pay their pro-rata. Ordinance 8017 specifies other items including:

a. Pro-rata on property already platted, and extension of services,
b. Pro-rata and extensions to property being platted,
c. Sizes of lines and meter sizes,
d. Location for service connection,
e. Deposits, charges, refunds,
f. Cost of large mains may be partially paid by City, and other consideration, or
g. When the City Council can declare a health hazard and install mains at public expense.

Sewer Service will need to occur by gravity main only to the large sewer main in University Ave.

Water Lines will need to be looped and fed by 2 mains coming from University Ave a dead end line or one way feed to the annexation area will not be allowed.

xv. Solid Waste Services

a. *Existing Services*: None

b. *Services to be Provided*: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. Since there is potential residential growth within this area of annexation, impact to services has been determined to be gradual. Additional driver and equipment can be projected when 1,000 residential unit structures are occupied, and an increase in staffing and equipment will be needed as development continues within this proposed annexation area and exceeds route collection averages. The landfill will be able to handle this request. The only impact would be that the City could anticipate landfilling additional solid waste tonnage and ultimately developing the next landfill cell sooner than currently projected. However, the developer may be asked to assist with infrastructure for residential waste collection, i.e. carts or dumpsters. Depending on the style/type of development additional expectations may be placed on the developer in order for service to be provide in the timeframe requested.

B. It is understood and agreed that the City is not required to provide a service that is not included in this agreement.

C. Owner understands and acknowledges that the City departments listed above may change name or be-reorganized by the City Manager. Any reference to a specific department also includes any subsequent department that will provide the same or similar services.

4. **AUTHORITY**. City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledge that approval of the annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

5. **SEVERABILITY**. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the Parties will be construed as if the part, term, or provision was never part of the Agreement.

6. **INTERPRETATION**. The Parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The Parties acknowledge that they are of equal bargaining power and that to each of them it was recommended to seek legal advice and each Party was given adequate opportunity to seek representation of legal counsel in the negotiation and drafting of this Agreement.

7. **GOVERNING LAW AND VENUE**. Venue shall be in the state courts located in Lubbock County, Texas and construed in conformity with the provisions of Texas Local Government Code Chapter 43.

8. **NO WAIVER**. The failure to either party to insist upon the performance of any term or provision of this Agreement or to exercise any right grated hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

9. **GOVERNMENTAL POWERS**. It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

10. **COUNTERPARTS**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

11. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the term and conditions of this Agreement.

12. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the Parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Properties and is binding on the Owner.

13. **CH. 43 DISCLOSURE IN COMPLIANCE WITH THE TEXAS LOCAL GOVERNMENT CODE SEC. 43.004**

A. The City discloses that the Landowner is not required to enter into this agreement, however if the Landowner desires to have their property annexed, the Texas Local Government Code Sec. 43.0672 requires a written agreement for the provision of municipal services;

B. The City may, in compliance with and under the authority of the Texas Local Government Code Subchapter C-3, annex the Landowner's property upon the Landowner's request;

C. The procedural mechanisms in order to annex the Landowners property shall be as follows:

1. The Landowner of the property must petition the City requesting the annexation of Landowner's property;

2. If the City desires to annex Landowner's property, a written agreement shall be made with each Landowner requesting property to be annexed and said agreement shall include:

a. All of the services the City will provide to the property once annexed; and

b. A schedule of any services the City will provide at a later time, if not at the time of annexation.

D. The above procedures shall require the consent and signature of the City and the Landowner; and

E. The City waives immunity from suit for the purpose of adjudicating a claim for breach of the agreement.

14. **ENTIRE AGREEMENT**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written agreements between said Parties. This Agreement shall not be amended unless executed in writing by all Parties.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Bryan Isham, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Tyler Craft, Tigris Development, LLC, Manager

Signature

SUBSCRIBED AND SWORN TO BEFORE ME on the day of 15th day of December, 2021, to certify which witness my hand and official seal.

[*Seal*]

[*Signature*] Deanna Brandt

[*Printed name*] Deanna Brandt

Notary Public in and for
the State of Texas

DEANNA BRANDT
Notary ID #129345387
My Commission Expires
March 24, 2025

UNANIMOUS WRITTEN CONSENT OF TIGRIS DEVELOPMENT, LLC
A TEXAS LIMITED LIABILITY COMPANY

Pursuant to the authority contained in the Texas Business Organizations Code and the Company Agreement and other governing documents of **TIGRIS DEVELOPMENT, LLC** (the "Company"), a Texas limited liability company, the undersigned, being all of the Members and Managers of the Company, do hereby consent that when all of the Members and Managers have signed this consent or an exact counterpart hereof, the resolutions below shall be passed and adopted as resolutions of the Members and Managers with the same force and effect as though adopted at a meeting of said Members and/or Managers duly called and held.

RECITALS

WHEREAS, the Company, is the owner of the Real Property ("Property") described in the Warranty Deed attached to **Exhibit A** which attached hereto and fully incorporated herein for reference;

WHEREAS, the Member and Managers of the Company have determined that it would in its best interest of the Company, to have the Property annexed into the City of Lubbock, Texas; and

WHEREAS, the Company, has determined that it is in the best interest of the Company, to authorize any Manager of the Company acting independently and not jointly with any other Manager or Member, to execute any and all documents necessary to authorize and consummate the annexation of the Property into the City of Lubbock, Texas.

NOW, THEREFORE, BE IT:

RESOLVED, that the foregoing recitals are incorporated herein and made a substantive part hereof for all purposes.

RESOLVED, that the Company is hereby authorized to have the Property annexed into the City of Lubbock, Texas.

RESOLVED, that any Manager of the Company, for the Company and on behalf of the Company acting in his or her capacity as a Manager, is hereby authorized and directed to act independently and not jointly with any other Manager or Member in connection with the annexation of the Property into the City of Lubbock, Texas and any such Manager is further authorized to sign, execute and bind the Company in connection the annexation and is further authorized and directed to execute any and all documents and instruments necessary or incidental to the annexation.

RESOLVED, any Manager, as a Manager of the Company, in the name of the Company and on behalf of the Company acting in his or her capacity as a Manager, is hereby authorized empowered, and directed to certify and attest to any documents which such person may deem necessary or appropriate to consummate the transaction contemplated by these resolutions, but such certification or attestation shall not be required for the validity of the particular document.

RESOLVED FURTHER, that these resolutions were adopted by the unanimous written consent of the Member and Managers without a meeting as authorized by the Texas Business Organizations Code and the Company Agreement and other governing documents, as amended.

RESOLVED, that the Managers of the Company are authorized to pay all charges and expenses incident to and arising out of the transaction to close the Agreement, and to reimburse any person who has made any disbursements therefore, and to certify and attest to any documents which such persons may deem necessary or appropriate to consummate the transaction contemplated by these resolutions, but such certification or attestation shall not be required for the validity of the particular document.

RESOLVED, that all acts and transactions of the Member and Managers of the Company which have been taken in connection with the Agreement are hereby ratified and approved as acts of the Company.

RESOLVED FURTHER, that the undersigned Member and Managers hereby certify that the undersigned constitute all of the Members and Managers of the Company and this is a Unanimous Written Consent and further that the Company is duly formed, organized and in existence under the laws of the State of Texas and its right to transact business in the State of Texas is considered "Active".

This Unanimous Written Consent Agreement may be executed in counterparts and signatures will be deemed valid whether received as an original, by facsimile, by pdf, by telegram, by telex, by telecopy or any other form of electronic signature, each of which shall constitute an original and all of which shall constitute the same instrument.

IN WITNESS HEREOF, this Unanimous Written Consent is Effective (the "Effective Date") on the date noted below.

Signed: December 8, 2021.

Approved & Ratified by the below Member and Managers:

Sole Member: Tigris Holdings, LLC

By: _____
Tyler W. Craft, Member of Tigris Holdings, LLC

Redman, LLC, Member of Tigris Holdings, LLC

By: _____
Mitchell B. Elliott, Sole Member and Manager of Redman, LLC

By: _____
James Larry Elliott II, Member of Tigris Holdings, LLC

_____
Tyler W. Craft, Manager of Tigris Holdings, LLC

_____
Mitchell B. Elliott, Manager of Tigris Holdings, LLC

_____
James L. Elliott II, Manager of Tigris Holdings, LLC

Managers of Tigris Development, LLC:

Tyler W. Craft, Manager of Tigris Development, LLC

Mitchell B. Elliott, Manager of Tigris Development, LLC

James L. Elliott II, Manager of Tigris Development, LLC

RESOLVED FURTHER, that the undersigned Member and Managers hereby certify that the undersigned constitute all of the Members and Managers of the Company and this is a Unanimous Written Consent and further that the Company is duly formed, organized and in existence under the laws of the State of Texas and its right to transact business in the State of Texas is considered "Active".

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Approved & Ratified by the below Member and Managers:

Sole Member: Tigris Holdings, LLC

By: _____
Tyler W. Craft, Member of Tigris Holdings, LLC

Redman, LLC, Member of Tigris Holdings, LLC

By: _____
Mitchell B. Elliott, Sole Member and Manager of Redman, LLC

By: _____
James Larry Elliott II, Member of Tigris Holdings, LLC

_____
Tyler W. Craft, Manager of Tigris Holdings, LLC

_____
Mitchell B. Elliott, Manager of Tigris Holdings, LLC

_____
James L. Elliott II, Manager of Tigris Holdings, LLC

Managers of Tigris Development, LLC:

Tyler W. Craft, Manager of Tigris Development, LLC



Mitchell B. Elliott, Manager of Tigris Development, LLC

James L. Elliott II, Manager of Tigris Development, LLC

EXHIBIT A

A copy of the Warranty Deed is attached hereto.

2021046897 4 PGS DEED

GF#85675 Return to: Western Title Company

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

WARRANTY DEED WITH VENDOR'S LIEN

Date: September 8, 2021

Grantor: RAMONA FERN PRATER, Independent Executrix of THE ESTATE OF CHARLES EDWIN PRATER, deceased

Grantee: TIGRIS DEVELOPMENT, LLC, a Texas limited liability company

Grantee's Mailing Address:

5307 West Loop 289, Suite 201
Lubbock, Lubbock County, Texas 79414

Consideration:

TEN AND NO/100 DOLLARS ($10.00) and a note of even date executed by Grantee and payable to the order of AMERICAN BANK OF COMMERCE ("Lender") in the principal amount of TWO MILLION ONE HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS ($2,160,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Lender and by a first-lien deed of trust of even date from Grantee to TROY S. MELCHER, Trustee.

Property (including any improvements):

Metes and Bounds description of a 38.89 acre tract of land, being a portion of that tract described in Volume 1607, Page 672, Deed Records of Lubbock County, Texas (DRLCT), being out of Section 10, Block E, Lubbock County, Texas, and being more particularly described as follows:

Beginning at a point in the center of University Avenue described in Volume 450, Page 145, DRLCT, for the most Westerly Southwest corner of this tract, whence the Southwest corner of said Section 10 is called to bear S01°47'36"W, 660.00 feet;

Thence N01°47'36"E, with said University Avenue, 637.62 feet to a point for the Southwest corner of a tract referred to as Tract Q, Prater Subdivision (Unrecorded) described in Volume 5357, Page 251, Real Property Records of Lubbock County, Texas (RPRLCT), and for the Northwest corner of this tract;

Thence S88°13'56"E, leaving said University Avenue, with the South line of Several tracts of said Prater Subdivision, at 55.00 feet pass a found 1/2" iron rod with green cap marked RPLS 4460, at

568.00 feet pass a found 1/2" iron pipe, at 660.00 feet pass a found 1/2" iron rod with green cap marked RPLS 4460, continuing for a total distance of 1640.18 feet to a found 1/2" iron rod with yellow cap marked HRA in the South line of a tract of land referred to as Tracts L and K, Prater Subdivision described in CCFN 2019007611, OPRLCT, for the Northwest corner of a tract of land described in CCFN 2012001664, OPRLCT, and for the Northeast corner of this tract;

Thence S01°45'30"W, leaving said Prater Subdivision, and with the West line of said tract described in CCFN 2012001664, at 1013.47 feet pass a found 1/2" iron rod with yellow cap marked HRA, for the Southwest corner of a tract of land described in CCFN 2009033637, OPRLCT, for the Northwest corner of a tract of land described in CCFN 2009033638, OPRLCT, at 1248.36 feet pass a found 1/2" iron rod in the North Right of Way line of 114th Street described in Volume 1147, Page 387, DRLCT, continuing for a total distance of 1298.36 feet to a point in the center of said 114th Street, in the North line of a tract described in Volume 9422, Page 227, OPRLCT, for the Southwest corner of said tract described in CCFN 2009033638, and for the Southeast corner of this tract;

Thence N88°12'24"W, leaving said tract described in CCFN 2009033638, and with said 114th Street, and the North line of said tract described in Volume 9422, Page 227, a distance of 980.97 feet to a set nail and shiner marked DELTA LAND SURVEYING in the North line of a tract of land described in CCFN 2020049078, OPRLCT, for the most Southerly Southwest corner of this tract;

Thence N01°47'36"E, leaving said 114th Street, and said tract described in CCFN 2020049078, at 50.00 feet pass the North Right of Way line of said 114th Street, continuing for a total distance of 659.88 feet to a found 1/2" iron rod with green cap marked RPLS 4460 for a corner of this tract;

Thence N88°11'46"W, at 605.00 feet pass a found 1/2" iron rod with green cap marked RPLS 4460, continuing for a total distance of 660.00 feet to the Point of Beginning.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Right-of-Way Easement dated November 9, 1967, recorded in Volume 1147, Page 387, Deed Records, Lubbock County, Texas, executed by Charles Prater to the County of Lubbock.

Right-of-Way Easement dated September 7, 1967, recorded in Volume 1148, Page 29, Deed Records, Lubbock County, Texas, executed by Charles Prater and wife Marlene Prater to Pioneer Natural Gas Company.

Easement dated December 1, 2010 and recorded March 14, 2011 under County Clerk File No. 2011007879, Official Public Records, Lubbock County, Texas, executed by Charles E. Prater and wife Ramona Prater to The City of Lubbock, Texas.

Electric Utility Easement dated July 24, 2020 and recorded August 20, 2020 under County Clerk File No. 2020035833, Official Public Records, Lubbock County, Texas, executed by Charles Edwin Prater, joined pro forma by his wife Ramona Prater to Oncor Electric Delivery Company, LLC, a Delaware Limited Liability Company.

Rights of tenants in possession under any unrecorded leases.

Visible and apparent easements on or across the Property.

All leases, grants, exceptions or reservations of coal, lignite, oil, gas, or other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed herein or not.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Lender, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Lender and are transferred to Lender without recourse against Grantor.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

When the context requires, singular nouns and pronouns include the plural.

Ramona Fern Prater

RAMONA FERN PRATER, Independent Executrix of THE ESTATE OF CHARLES EDWIN PRATER, deceased

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

Acknowledged before me, the undersigned notary, this 8th day of September, 2021, by RAMONA FERN PRATER, Independent Executrix of THE ESTATE OF CHARLES EDWIN PRATER, deceased

ROBERT A. BRANDT
Notary Public, State of Texas
Notary ID# 473653-9
My Commission Expires 05-22-2024

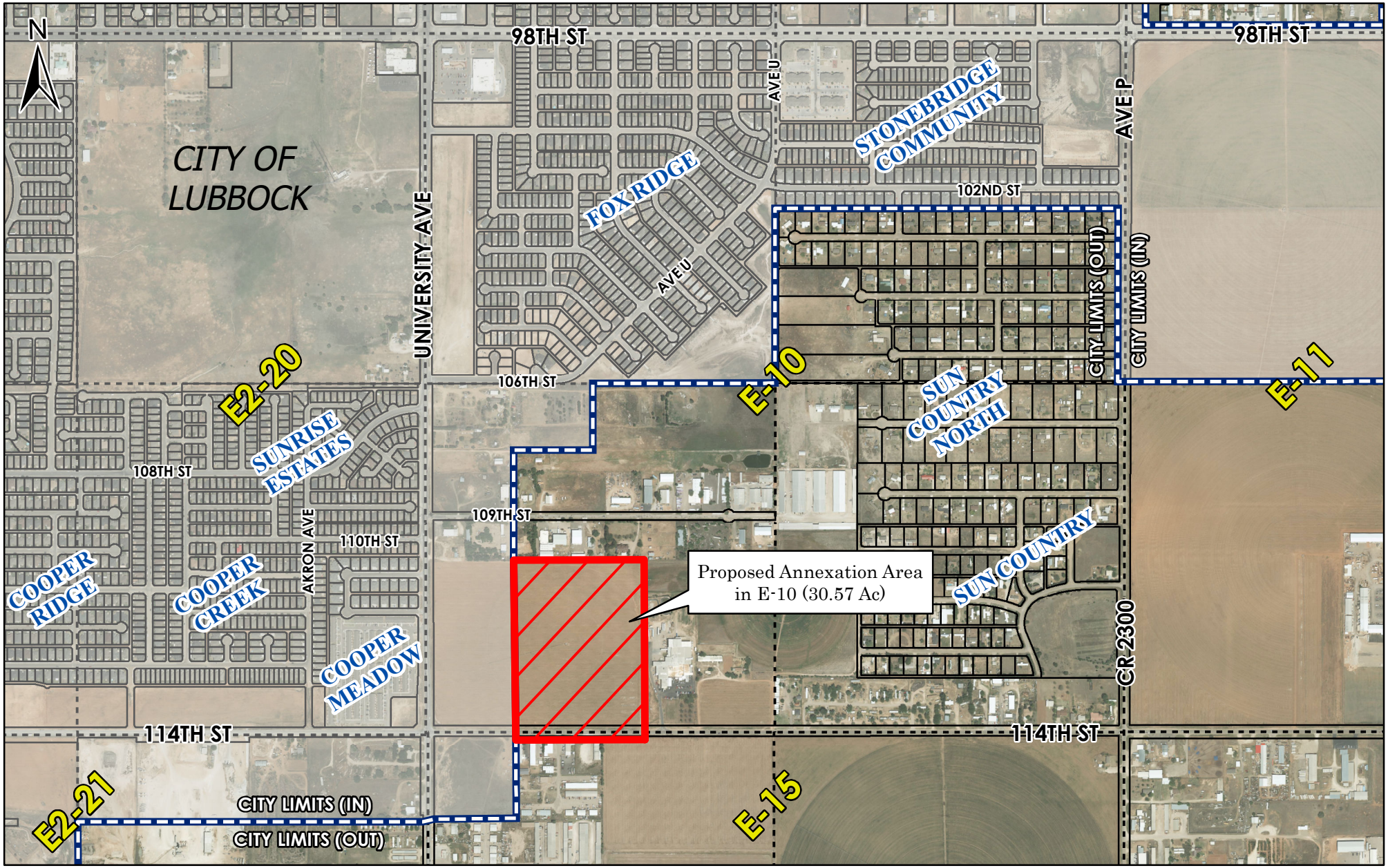
Notary Public, State of Texas

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Kelly Pinion, County Clerk
Lubbock County, TEXAS
09/09/2021 02:09 PM
FEE: $34.00
2021046697

Proposed Annexation Area (30.57 Ac) Located in Section 10, Block E, Lubbock County



Digital Orthophotography - April 2020

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

0 500 1000 1500 2000 2500

Feet

City of Lubbock TEXAS

City of Lubbock TEXAS

VOLUNTARY ANNEXATION APPLICATION

APPLICATION IS NOT VALID WITHOUT COMPLETION OF ALL PAGES AND SIGNATURES

MINIMUM SUBMITTAL REQUIREMENTS:

- ☐ Application provided by City of Lubbock completed in full. This application must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☐ Annexation petition provided by City of Lubbock with notarized signature(s).
- ☐ Map of the subject property.
- ☐ A legal description of the property (including a survey, field notes or legal description with subdivision, lot and block) labeled as Exhibit A.
- ☐ Ownership Documents. A clean copy of recorded warranty deed or other document(s) verifying ownership of all property to be annexed. If the property is owned by a partnership, corporation, trust, or other entity, documents demonstrating signatory's authority to sign petition on behalf of entity must be included.
- ☐ One digital copy of all of the above.
- ☐ If designating a representative, the affidavit designating representative with notarized signature(s).

Property Owner(s): Tigris Development, LLC

Address: 5307 W. Loop 289, Suite 201, Lubbock, TX 79414

Address: _____

Telephone: (806) 687-8888 Email: Ty Croft@Tigris llc.net

Telephone: (___) _____ Email: _____

Acreage of property: Aprx. 38.89 Number of lots and proposed use: 2 - Multi Family

Check one:

- ☐ I will represent my application and petition before city staff and the City Council.
- ☑ I hereby authorize the person named in the attached affidavit to act as my representative in this application before city staff and the City Council.

By: Tyler W. Croft, Manager

Owner of record signature

Please note: The signature of owner authorizes the City of Lubbock staff to visit and inspect the property that is subject to this application. The representative is the official contact person for this project and the single point of contact. All correspondence and communication – and responsibility for responding to same – will be conducted with the representative.

City of Lubbock TEXAS

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive any requirement to be offered a development agreement pursuant to the Texas Local Government Code Section 43.016, and petition your Honorable Body to extend the present city limits so as to include as part of the City of Lubbock, Texas, the territory described in the attached Exhibit A, including a survey, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to the City of Lubbock, Texas, falls within Lubbock County, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: Tigris Development, LLC By: Tyler W. Craft, Manager

Signed: _____

Signed: _____

THE STATE OF TEXAS

COUNTY OF Lubbock

BEFORE ME, the undersigned authority, on this day personally appeared Tyler W. Craft, Manager of Tigris Development, LLC, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 14th day of October, 2021

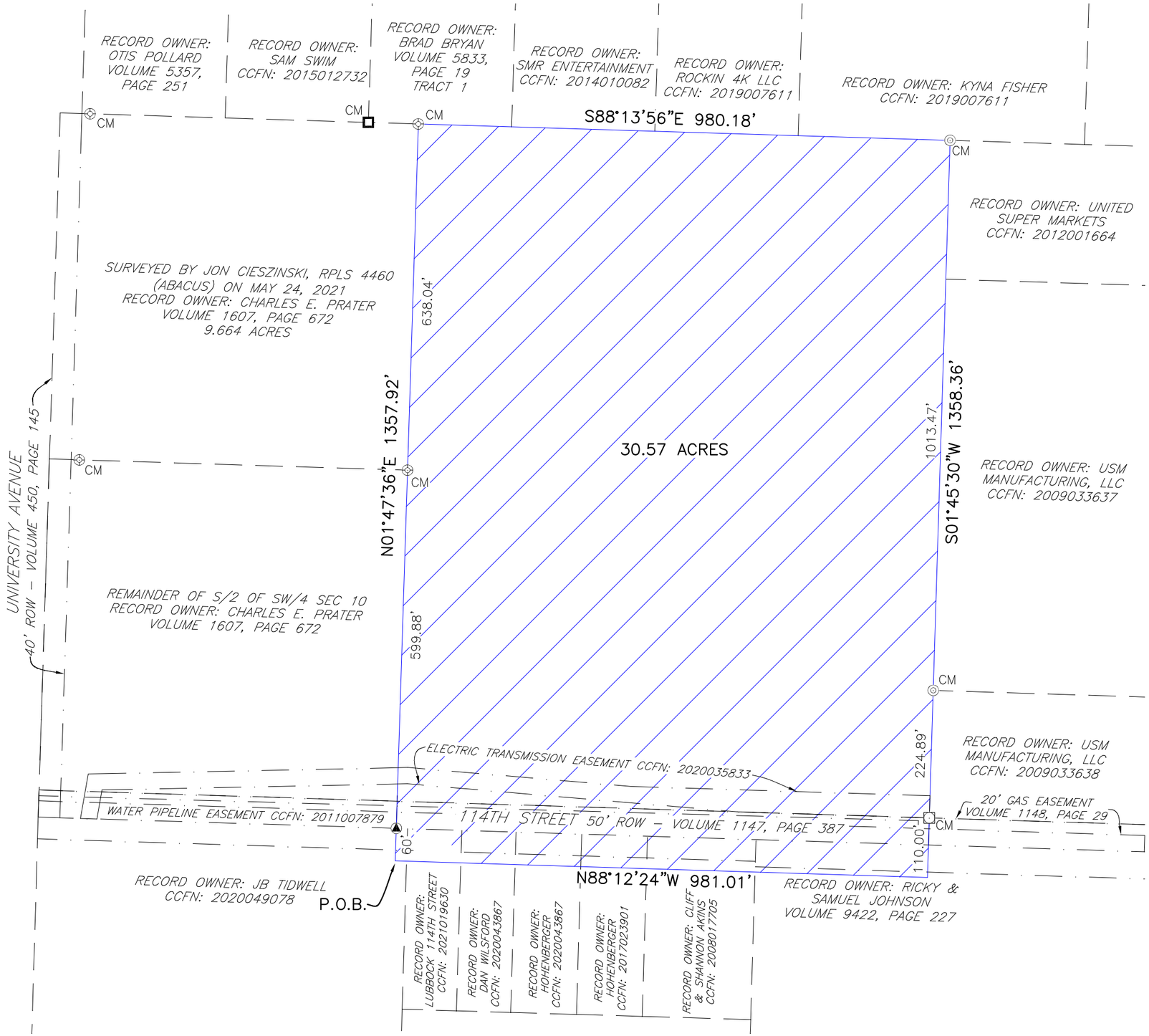
NOTARY PUBLIC STATE OF TEXAS
DEANNA BRANDT
Notary ID #129345387
My Commission Expires
March 24, 2025

Deanna Brandt

Notary Public in and for Lubbock County, Texas.

ANNEXATION SKETCH

OF A 27.87 ACRE TRACT OF LAND, BEING A PORTION OF THAT TRACT DESCRIBED IN VOLUME 1607, PAGE 672, DEED RECORDS OF LUBBOCK COUNTY, TEXAS, BEING OUT OF SECTION 10, BLOCK E, LUBBOCK COUNTY, TEXAS



SCALE: 1" = 200'

SURVEYED FOR:
WEST TEXAS ENGINEERING

0 200 400

▲	SET NAIL AND SHINER
	MARKED DELTA LAND SURVEYING
⊕	FD. 1/2" IRON ROD WITH GREEN CAP
	MARKED RPLS 4460
◎	FD. 1/2" IRON ROD WITH YELLOW CAP
	MARKED HRA
□	FD. 1/2" IRON ROD
■	FD. 1/2" IRON PIPE
P.O.B.	POINT OF BEGINNING
CM	CONTROLLING MONUMENT
CCFN	COUNTY CLERK FILE NUMBER

DELTA LAND SURVEYING ENGINEERING

DELTA LAND SURVEYING, LLC
FIRM # 10194496
DELTA ENGINEERING, LLC
FIRM # F-22948
1310 JARVIS STREET
LUBBOCK, TX 79403
806-701-5707
WWW.DELTALBK.COM

DRAFTED BY: KG REV. BY: JN

Delta Land Surveying, LLC
1310 Jarvis Street
Lubbock, TX 79403
806-701-5707
www.deltalbk.com

Metes and Bounds description of a 30.57 acre tract of land, being a portion of that tract described in Volume 1607, Page 672, Deed Records of Lubbock County, Texas (DRLCT), being out of Section 10, Block E, Lubbock County, Texas, and being more particularly described as follows:

Beginning at point for the Southwest corner of this tract, whence the Southwest corner of said Section 10 is called to bear N88°12'24"W, 660.00 feet and N01°47'36"E, 60.00 feet;

Thence N01°47'36"E, at 60.00 feet pass a set nail and shiner marked DELTA LAND SURVEYING in the center of 114th Street described in Volume 1147, Page 387, DRLCT, in the North line of a tract of land described in County Clerk File Number (CCFN) 2020049078, Official Public Records of Lubbock County, Texas (OPRLCT), at 659.88 feet pass a found 1/2" iron rod with green cap marked RPLS 4460, continuing for a total distance of 1357.92 feet to a found 1/2" iron rod with green cap marked RPLS 4460 in the South line of a tract of land described in Volume 5833, Page 19, Real Property Records of Lubbock County, Texas (RPRLCT), and for the Northwest corner of this tract;

Thence S88°13'56"E, 980.18 feet to a found 1/2" iron rod with yellow cap marked HRA in the South line of that tract of land described in CCFN 2019007611, OPRLCT, for the Northwest corner of a tract of land described in CCFN 2012001664, OPRLCT, and for the Northeast corner of this tract;

Thence S01°45'30"W, leaving said tract described in CCFN: 2019007611, and with the West line of said tract described in CCFN 2012001664, at 1013.47 feet pass a found 1/2" iron rod with yellow cap marked HRA, for the Southwest corner of a tract of land described in CCFN 2009033637, OPRLCT, for the Northwest corner of a tract of land described in CCFN 2009033638, OPRLCT, at 1238.36 feet pass a found 1/2" iron rod in the center of said 114th Street, in the North line of a tract described in Volume 9422, Page 227, OPRLCT, for the Southwest corner of said tract described in CCFN 2009033638, continuing for a total distance of 1358.36 feet to a point for the Southeast corner of this tract;

Thence N88°12'24"W, leaving said tract described in CCFN 2009033638, a distance of 981.01 feet to the Point of Beginning.

Bearings are based on the North line of Subject Tract, being previously recognized as S88°13'56"E.

Survey Date: November 19, 2021

2021046697 4 PGS DEED

GF#85675 Return to: Western Title Company

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

WARRANTY DEED WITH VENDOR'S LIEN

Date: September 8, 2021

Grantor: RAMONA FERN PRATER, Independent Executrix of THE ESTATE OF CHARLES EDWIN PRATER, deceased

Grantee: TIGRIS DEVELOPMENT, LLC, a Texas limited liability company

Grantee's Mailing Address:

5307 West Loop 289, Suite 201
Lubbock, Lubbock County, Texas 79414

Consideration:

TEN AND NO/100 DOLLARS ($10.00) and a note of even date executed by Grantee and payable to the order of AMERICAN BANK OF COMMERCE ("Lender") in the principal amount of TWO MILLION ONE HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS ($2,160,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Lender and by a first-lien deed of trust of even date from Grantee to TROY S. MELCHER, Trustee.

Property (including any improvements):

Metes and Bounds description of a 38.89 acre tract of land, being a portion of that tract described in Volume 1607, Page 672, Deed Records of Lubbock County, Texas (DRLCT), being out of Section 10, Block E, Lubbock County, Texas, and being more particularly described as follows:

Beginning at a point in the center of University Avenue described in Volume 450, Page 145, DRLCT, for the most Westerly Southwest corner of this tract, whence the Southwest corner of said Section 10 is called to bear S01°47'36"W, 660.00 feet;

Thence N01°47'36"E, with said University Avenue, 637.62 feet to a point for the Southwest corner of a tract referred to as Tract Q, Prater Subdivision (Unrecorded) described in Volume 5357, Page 251, Real Property Records of Lubbock County, Texas (RPRLCT), and for the Northwest corner of this tract;

Thence S88°13'56"E, leaving said University Avenue, with the South line of Several tracts of said Prater Subdivision, at 55.00 feet pass a found 1/2" iron rod with green cap marked RPLS 4460, at

568.00 feet pass a found 1/2" iron pipe, at 660.00 feet pass a found 1/2" iron rod with green cap marked RPLS 4460, continuing for a total distance of 1640.18 feet to a found 1/2" iron rod with yellow cap marked HRA in the South line of a tract of land referred to as Tracts L and K, Prater Subdivision described in CCFN 2019007611, OPRLCT, for the Northwest corner of a tract of land described in CCFN 2012001664, OPRLCT, and for the Northeast corner of this tract;

Thence S01°45'30"W, leaving said Prater Subdivision, and with the West line of said tract described in CCFN 2012001664, at 1013.47 feet pass a found 1/2" iron rod with yellow cap marked HRA, for the Southwest corner of a tract of land described in CCFN 2009033637, OPRLCT, for the Northwest corner of a tract of land described in CCFN 2009033638, OPRLCT, at 1248.36 feet pass a found 1/2" iron rod in the North Right of Way line of 114th Street described in Volume 1147, Page 387, DRLCT, continuing for a total distance of 1298.36 feet to a point in the center of said 114th Street, in the North line of a tract described in Volume 9422, Page 227, OPRLCT, for the Southwest corner of said tract described in CCFN 2009033638, and for the Southeast corner of this tract;

Thence N88°12'24"W, leaving said tract described in CCFN 2009033638, and with said 114th Street, and the North line of said tract described in Volume 9422, Page 227, a distance of 980.97 feet to a set nail and shiner marked DELTA LAND SURVEYING in the North line of a tract of land described in CCFN 2020049078, OPRLCT, for the most Southerly Southwest corner of this tract;

Thence N01°47'36"E, leaving said 114th Street, and said tract described in CCFN 2020049078, at 50.00 feet pass the North Right of Way line of said 114th Street, continuing for a total distance of 659.88 feet to a found 1/2" iron rod with green cap marked RPLS 4460 for a corner of this tract;

Thence N88°11'46"W, at 605.00 feet pass a found 1/2" iron rod with green cap marked RPLS 4460, continuing for a total distance of 660.00 feet to the Point of Beginning.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Right-of-Way Easement dated November 9, 1967, recorded in Volume 1147, Page 387, Deed Records, Lubbock County, Texas, executed by Charles Prater to the County of Lubbock.

Right-of-Way Easement dated September 7, 1967, recorded in Volume 1148, Page 29, Deed Records, Lubbock County, Texas, executed by Charles Prater and wife Marlene Prater to Pioneer Natural Gas Company.

Easement dated December 1, 2010 and recorded March 14, 2011 under County Clerk File No. 2011007879, Official Public Records, Lubbock County, Texas, executed by Charles E. Prater and wife Ramona Prater to The City of Lubbock, Texas.

Electric Utility Easement dated July 24, 2020 and recorded August 20, 2020 under County Clerk File No. 2020035833, Official Public Records, Lubbock County, Texas, executed by Charles Edwin Prater, joined pro forma by his wife Ramona Prater to Oncor Electric Delivery Company, LLC, a Delaware Limited Liability Company.

Rights of tenants in possession under any unrecorded leases.

Visible and apparent easements on or across the Property.

All leases, grants, exceptions or reservations of coal, lignite, oil, gas, or other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed herein or not.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Lender, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Lender and are transferred to Lender without recourse against Grantor.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

When the context requires, singular nouns and pronouns include the plural.

Ramona Fern Prater

RAMONA FERN PRATER, Independent Executrix of THE ESTATE OF CHARLES EDWIN PRATER, deceased

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

Acknowledged before me, the undersigned notary, this 8th day of September, 2021, by RAMONA FERN PRATER, Independent Executrix of THE ESTATE OF CHARLES EDWIN PRATER, deceased

ROBERT A. BRANDT
Notary Public, State of Texas
Notary ID# 473653-9
My Commission Expires 05-22-2024

Notary Public, State of Texas

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Kelly Pinion, County Clerk
Lubbock County, TEXAS
09/09/2021 02:09 PM
FEE: $34.00
2021046697

Information

Agenda Item

Resolution - Planning: Consider a resolution authorizing the Mayor to execute a Municipal Services Agreement, with Loop 88, LLC, Lavaflow, LLC, and Starlight Development, LLC, for the requeste annexation of an area of land generally described as approximately 1,088 acres, adjacent to the southwestern city limits of the City of Lubbock, south of 130th Street and west of Milwaukee Avenue.

Item Summary

Loop 88, LLC, Lavaflow, LLC, and Starlight Development, LLC, are the owners of the tracts of land containing approximately 1,088 acres that are adjacent to the southwestern city limits of the City of Lubbock. The owners are requesting consideration of voluntary annexation of the land into the City of Lubbock.

The first step in the voluntary annexation process is to establish a service plan that both the City and the property owners agree upon. The proposed annexation agreement sets forth the plan for services between the City of Lubbock and Loop 88, LLC, Lavaflow, LLC, and Starlight Development, LLC. If the agreement is approved by the City Council, staff will schedule a public hearing to consider annexation of the property.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution - Annexation Agreement for 130th and Milwaukee

Signed Annexation Agreement for 130th and Milwaukee

130th & Milwaukee - Map

130th and Milwaukee Petitions

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Annexation Agreement, by and between the City of Lubbock and Loop 88, LLC, Lavaflow, LLC, and Starlight Development, LLC and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.AnnexationAgreement_Loop 88 et al.
01.03.22

MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF LUBBOCK, TEXAS
AND LOOP 88, LLC, A TEXAS LIMITED LIABILITY COMPANY, LAVAFLOW, LLC, A TEXAS LIMITED LIABILITY COMPANY, AND STARLIGHT DEVELOPMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY

This Municipal Services Agreement ("Agreement") is entered into on _____ day of _____, 2022 by and between the City of Lubbock, Texas, a home-rule municipality of the State of Texas, ("City") and Loop 88, LLC, Lavaflow, LLC, and Starlight Development, LLC all Texas limited liability companies ("Owners"), collectively referred to as ("Parties").

RECITALS

The Parties agree that the following recitals are true and correct and form the basis upon which the Parties have entered into this Agreement.

WHEREAS, Section 43.0671 of the Local Government Code ("LGC") permits the City to annex an area when each owner of land in an area requests the annexation;

WHEREAS, the Owners own certain parcels of land situated in Lubbock, Texas which consists of approximately 1088 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibits A-D attached to and incorporated herein ("Property");

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owners that sets forth the City services to be provided for the Property;

WHEREAS, Owners have filed written requests with the City for full-purpose annexation of the Property, and said petitions for annexation is set forth as Exhibit E-G attached to and incorporated herein ("Petition");

WHEREAS, the City and the Owners desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the annexation and execution of this Agreement are subject to approval by the Lubbock City Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, the City and the Owner agree as follows:

1. **PROPERTY**. This Agreement is only applicable to the Property, which is the subject of the annexation.

2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with the service plan below and state law, which may be accomplished through any means permitted by law.

3. **MUNICIPAL SERVICES.**

A. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with the applicable city ordinances, rules, regulations, and policies.

i. Fire Services

a. *Existing Services*: None

b. *Services to be Provided:* Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No. 15, located at 8002 Venita Avenue, Fire Station No. 19, located at 5826 98th Street, and Station No. 16, located at 4030 114th Street. Station No. 15 is approximately 5.2 miles from the proposed annexation with an approximate response time of 6 to 7 minutes. Station No. 19 is approximately 5.5 miles from the proposed annexation with an approximate response time of 6 to 7 minutes. Station 16 is approximately 7.0 miles from the proposed annexation with an approximate response time of 8 to 9 minutes. Fire suppression activities can be afforded to the annexed area within current appropriation with a less than desirable response time. As these areas are developed an additional fire station(s) will be considered. Fire Prevention activities will be provided by the Fire Marshal's office as needed.

ii. First Responder Emergency Medical Services

a. *Existing Services*: None

b. *Services to be Provided*: Lubbock Fire Rescue is a Basic Life Support (BLS) First Responder Organization. BLS First Responder emergency medical response will be provided by Fire Station No. 15, located at 8002 Venita Avenue, Fire Station No. 19, located at 5826 98th Street, and Station No. 16, located at 4030 114th Street. Station No. 15 is approximately 5.2 miles from the proposed annexation with an approximate response time of 6 to 7 minutes. Station No. 19 is approximately 5.5 miles from the proposed annexation with an approximate response time of 6 to 7 minutes. Station 16 is approximately 7.0 miles from the proposed annexation with an

approximate response time of 8 to 9 minutes. Emergency medical transport is provided by the Lubbock County Hospital District.

iii. Police Services

a. *Existing Services*: None

b. *Services to be Provided*: The Police Department's responsibility for responding to emergency and non-emergency law enforcement calls for service and to provide law enforcement patrol coverage in an effort to prevent, reduce, mitigate and solve crimes will extend to this area on the effective date. These services can be provided within the department's current budget.

iv. Building Safety Services

a. *Existing Services*: None

b. *Services to be Provided*: The Building Safety Department will provide construction code enforcement services upon annexation. This includes construction plan review and field inspection services and the issuance of building, electrical, and plumbing/mechanical permits for any new construction and remodeling, as well as enforcement of all other applicable laws and codes that regulate building construction within the City of Lubbock. As land is developed, the need for additional personnel and budget appropriations will be dependent upon the type, intensity and rate of development within the annexed area as well as areas that compete for those resources.

v. Planning and Zoning Services

a. *Existing Services*: Subdivisions of land within the five-mile extraterritorial jurisdiction (ETJ) of the city are required to have a plat of the subdivision prepared in accordance with the City of Lubbock subdivision regulations. Currently, plats and subdivisions in the ETJ are approved by the Planning and Zoning Commission, as well as the County Commissioner's Court, as may be dictated by applicable state statutes and City ordinances. Similarly, signs and billboards are regulated within the ETJ pursuant to the City's sign ordinance, as authorized by State law. No other Planning department services are authorized or offered outside of the City limits, including zoning.

b. *Services to be Provided*: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Lubbock Zoning Ordinance will extend to this area on the effective date of the annexation. The annexed areas will also

continue to be regulated under the requirements of the City of Lubbock Subdivision Ordinance. These services can be provided within the department's current budget.

vi. GIS and Data Services

a. *Existing Services*: None

b. *Services to be Provided*: GIS and Data Services will update all city-wide GIS data sets to include the newly annexed areas. This will include support to the Office of City Secretary for elections requirements, to Building Inspection, Streets and Traffic Engineering for addresses, street names and street signs, and to Planning for transitional zoning. GIS will facilitate a meeting with Lubbock Emergency Communication District, Police and Fire for determination of updated information for 911 Dispatch. Updated GIS information that is public will also be reflected on the GIS mapping website for citizens.

vii. Publicly Owned Parks, Facilities, and Buildings

a. Existing Services: City of Lubbock Library's materials, services, and programs are currently available to anyone who lives in Lubbock County.

b. Services to be Provided: Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities (including community service facilities, libraries, swimming pools, etc.) and buildings throughout the City. Upon the effective date of annexation, staff will study areas to be included in future versions of the Parks Master Plan. Any addition of parkland will create additional expenses to the Parks and Recreation operating budget. The Library will continue to provide services to all of Lubbock County, including the area to be annexed. These services are provided within the department's current budget.

viii. Code Administration/Environmental Health Services

a. *Existing Services*: None

b. *Services to be Provided*: The City of Lubbock's Code Administration/Environmental Health Departments will implement the enforcement of local ordinances and regulations on the effective date of the annexation. Such services can be provided with current Code Administration/Health Department Personnel and within the current budget appropriation. As land is developed, increases in personnel and budget will be needed in order to provide the same level of customer service.

ix. Animal Services

a. *Existing Services*: None. Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office.

b. *Services to be Provided*: Animal control services will be provided to the area as needed. The City of Lubbock Animal Services Department will implement the enforcement of the City of Lubbock's animal control ordinances and regulations upon the effective date of the annexation. It is anticipated that such services can be provided with current personnel and budget appropriation, but response times may increase.

x. Street Services

a. *Existing Services:* City of Lubbock Public Works currently maintains any roads that are within the City of Lubbock City Limits adjacent to these plats.

b. *Services to be Provided:* Newly annexed areas adjacent to, or bordering, unpaved arterials will require a two-lane section of roadway to be built along with the development with interconnectivity to adjacent paved arterial streets. The pavement structure will require an appropriate pavement design meeting a minimum design standard for an arterial street. These roadways will be required to be built once any connection including streets or alleyways is made to the unpaved arterial road by the voluntary annexation area. The developer will receive offsets from impact fees as the adjacent unpaved arterial roadway is built.

xi. Storm Water Management Services

a. *Existing Services*: City maintains jurisdiction of playa lakes within the ETJ. TCEQ (Texas Commission on Environmental Quality) has jurisdiction of enforcement and compliance with stormwater related permits outside the City limits.

b. *Services to be Provided*: As land is developed, developers will provide plans for addressing the conveyance of storm water drainage. The Development Engineering staff will review the drainage plans for compliance with the current drainage regulations and policies. Any major improvements for conveyance will be inspected for compliance by the city staff at time of completion. Additionally, as land is developed and building permits are requested, Storm Water staff reviews each permit request for compliance with the Chapters 22 (City's Stormwater permit) and Chapter 30 (Lakes and Floodplains) of the City Code. After permit issuance, inspections of the construction sites are to ensure compliance with the City Code and state regulations. Depending on the type and intensity of development within the annexed area, the need for additional personnel and budget appropriations

may be needed to provide adequate customer service (development and permit review and inspections). TCEQ Stormwater permit holders will be transitioned from TCEQ oversight to City of Lubbock oversight, i.e. inspection and compliance of these existing facilities will now be the responsibility of the Storm Water Staff.

xii. Street Lighting

a. *Existing Services*: None

b. *Services to be Provided*: The City of Lubbock will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

xiii. Traffic Engineering Services

a. *Existing Services*: None

b. *Services to be Provided*: Upon annexation and in conjunction with the platting process, Traffic Engineering will identify and install required traffic signs to be installed at the developer's expense. Other regulatory traffic control devices will be provided after appropriate studies indicate the data meets the minimum requirements as set forth in the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and as budget permits.

xiv. Water and Sanitary Sewer Services

a. *Existing Services*: None

b. *Services to be Provided*: Water and sewer infrastructure is not currently adjacent to this area within the existing City Limits. Availability of water and sewer is at the request and expense of the user, and shall be provided within current policies and ordinances of the City (note below for an explanation of pro-rata charges). Water and sewer for domestic and commercial use, when installed, will be available at approved City rates. Water for fire protection will be available through lines only after service lines are installed by the developer.

Pro-Rata Charges:
Chapter 22, City Code establishes the charges or the actual cost of construction due on all property to which water and/or sewer lines are extended. The charge is generally known as "pro-rata" and is due and payable before service is provided. The pro-rata charge represents a portion of the costs of providing water and/or sewer facilities to serve the property on which the pro-rata is paid. When a person desires water and/or sewer service to property that requires an extension of existing facilities to provide service adjacent to the property or when the service connection will be made

to a line constructed after April 1, 1952, the person desiring service shall pay non-refundable charge called pro-rata. When an extension of water/sewer facilities exceeds the above costs, the person(s) desiring service shall pay the entire cost and later be refunded that amount above pro-rata when other persons tie onto service and pay their pro-rata. Article 22.05 specifies other items including:

1. Pro-rata on property already platted, and extension of services;
2. Pro-rata and extensions to property being platted;
3. Sizes of lines and meter sizes;
4. Location for service connection;
5. Deposits, charges, and refunds;
6. Cost of large mains may be partially paid by City, and other consideration; or
7. When the City Council can declare a health hazard and install mains at public expense.

c. Both Water and Sewer will require a study in order to assure services to the voluntary annexation. Nearly all the voluntary annexation area is outside of our current Water and Sewer Models and Master Plan for potential Capital Projects. The City is currently working on a plan to have these studied in the coming months.

d. Water will need to be looped appropriately to ensure appropriate fire flows as well as assuring no dead end water mains are left within the system once developed. The water loop will be required within three (3) years of installation of a dead end water main or upon the issuance of four-hundred (400) building permits, whichever is first.

e. The annexation area will require a lift station in order to receive sewer services. The lift station shall be sized as to minimize the number of lift stations which will be turned over to the City of Lubbock. The Lift Station will service the entirety of the voluntary annexed area if feasibly possible.

xv. Solid Waste Services

a. *Existing Services*: None

b. *Services to be Provided:* Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. Since there is potential residential growth within this area of annexation, impact to services has been determined to be gradual. Additional driver and equipment can be projected when 1,000 residential unit structures are

occupied, and an increase in staffing and equipment will be needed as development continues within this proposed annexation area and exceeds route collection averages. The landfill will be able to handle this request. The only impact would be that the City could anticipate landfilling additional solid waste tonnage and ultimately developing the next landfill cell sooner than currently projected. However, the developer may be asked to assist with infrastructure for residential waste collection, i.e. carts or dumpsters.

c. *Service Route:* Until such time as adjacent unpaved roadways are built all City Solid Waste services will be routed through and upon Paved Arterial Roadways only. Solid Waste will not route trucks down unpaved roadways to service alleyways in any case.

B. It is understood and agreed that the City is not required to provide a service that is not included in this agreement.

C. Owner understands and acknowledges that the City departments listed above may change name or be-reorganized by the City Manager. Any reference to a specific department also includes any subsequent department that will provide the same or similar services.

4. **AUTHORITY**. City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledge that approval of the annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

5. **SEVERABILITY**. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the Parties will be construed as if the part, term, or provision was never part of the Agreement.

6. **INTERPRETATION**. The Parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The Parties acknowledge that they are of equal bargaining power and that to each of them it was recommended to seek legal advice and each Party was given adequate opportunity to seek representation of legal counsel in the negotiation and drafting of this Agreement.

7. **GOVERNING LAW AND VENUE**. Venue shall be in the state courts located in Lubbock County, Texas and construed in conformity with the provisions of Texas Local Government Code Chapter 43.

8. **NO WAIVER**. The failure to either party to insist upon the performance of any term or provision of this Agreement or to exercise any right grated hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

9. **GOVERNMENTAL POWERS**. It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

10. **COUNTERPARTS**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

11. **CAPTIONS**. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the term and conditions of this Agreement.

12. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND**. This Agreement is binding on and inures to the benefit of the Parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Properties and is binding on the Owner.

13. **CH. 43 DISCLOSURE IN COMPLIANCE WITH THE TEXAS LOCAL GOVERNMENT CODE SEC. 43.004**

    A. The City discloses that the Landowner is not required to enter into this agreement, however if the Landowner desires to have their property annexed, the Texas Local Government Code Sec. 43.0672 requires a written agreement for the provision of municipal services;

    B. The City may, in compliance with and under the authority of the Texas Local Government Code Subchapter C-3, annex the Landowner's property upon the Landowner's request;

    C. The procedural mechanisms in order to annex the Landowners property shall be as follows:
        i. The Landowner of the property must petition the City requesting the annexation of Landowner's property;

        ii. If the City desires to annex Landowner's property, a written agreement shall be made with each Landowner requesting property to be annexed and said agreement shall include:

            a. All of the services the City will provide to the property once annexed; and

b. A schedule of any services the City will provide at a later time, if not at the time of annexation.

D. The above procedures shall require the consent and signature of the City and the Property Owners; and

E. The City waives immunity from suit for the purpose of adjudicating a claim for breach of the agreement.

14. **ENTIRE AGREEMENT**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written agreements between said Parties. This Agreement shall not be amended unless executed in writing by all Parties.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Bryan Isham, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Loop 88, LLC

Thomas Payne, Manager

Lavaflow, LLC

Thomas Payne, Manager

Starlight Development, LLC

Thomas Payne, Manager

SUBSCRIBED AND SWORN TO BEFORE ME on the day of 3rd day of Jan, 2022, to certify which witness my hand and official seal.

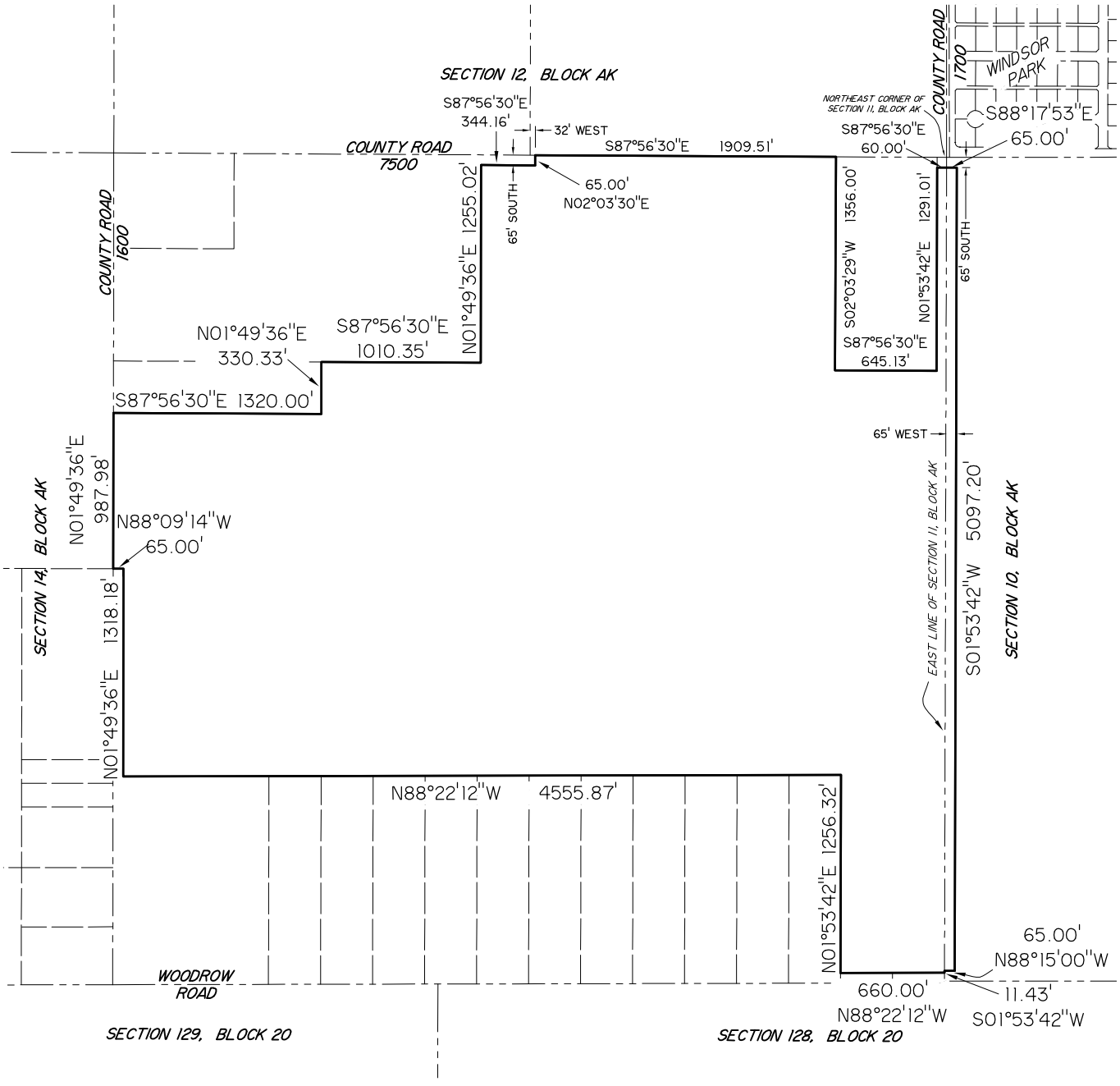
[Seal] [Signature] Jenny R Borum

[Printed name] Jenny R Borum

Notary Public in and for the State of Texas

JENNY R. BORUM
My Notary ID # 128368457
Expires April 24, 2024

EXHIBIT "A"
Sketch Illustrating Proposed Annexation



NORTH

SCALE: 1"=1000'
DATE: 09-15-2021

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS • CIVIL ENGINEERS • LAND PLANNERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
PHONE: 806 / 763-5642
FAX: 806 / 763-3891
1601 AVENUE N
LUBBOCK, TEXAS 79401

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION of a 400.92 acre tract located in Sections 10 and 11, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the East line of Section 11 and the West line of Section 10, Block AK, Lubbock County, Texas, which bears S. 01°53'42" W. a distance of 65.00 feet from a 1" iron pipe (N-7231981.4, E- 914407.5 NAD83 Texas North-Central Zone) found as the recognized common corner of Sections 9, 10, 11, and 12, all in said Block AK;

THENCE S. 88°17'53" E., along a line 65 feet South of and parallel to the North line of said Section 10, a distance of 65.00 feet to a point for the Northeast corner of this tract;

THENCE S. 01°53'42" W., along a line 65 feet East of and parallel to the West line of said Section 10, a distance of 5097.20 feet to a point for the Southeast corner of this tract;

THENCE N. 88°15'00" W. a distance of 65.00 feet to a point in the West line of said Section 10 and the East line of said Section 11, whence a "MAG" nail with shiner marked "4460" found at the Southwest corner of said Section 10 bears S. 01°53'42" W. a distance of 65.00 feet;

THENCE S. 01°53'42" W., along the West line of said Section 10 and the East line of said Section 11, a distance of 11.43 feet to a point, whence a 5/8" iron rod with yellow cap found at the Southeast corner of said Section 11 bears S. 01°53'42" W. a distance of 65.00 feet;

THENCE N. 88°22'12" W., along a line 65 feet North of and parallel to the South line of said Section 11, at 330.00 feet pass the Eastern boundary of 10.010 acre tract as described under County Clerk File Number 2021041256 of the Official Public Records of Lubbock County, Texas, continuing for a total distance of 660.00 feet to a point in the Western boundary of said 10.010 acre tract;

THENCE N. 01°53'42" E., along the Western boundary of said 10.010 acre tract a distance of 1256.32 feet to a point, from which a found 1/2" iron rod with cap marked "6460" bears S. 88°22'12" E. a distance of 330.00 feet;

THENCE N. 88°22’12” W. a distance of 4555.87 feet to a point 65.00 feet East of the West line of said Section 11;

THENCE N. 01°49'36" E., along a line 65 feet East of and parallel to the West line of said Section 11, a distance of 1318.18 feet to a point;

THENCE N. 88°09'14" W. a distance of 65.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found in the West line of said Section 11 and the East line of Section 14, said Block AK;

THENCE N. 01°49'36" E., along the West line of said Section 11 and the East line of said Section 14, a distance of 987.98 feet to a point;

THENCE S. 87°56'30" E. a distance of 1320.00 feet to a 1/2" iron rod with cap marked "6460" found;

THENCE N. 01°49'36" E. a distance of 330.33 feet to a 1/2" iron rod with cap marked "6460" found;

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

THENCE S. 87°56'30" E. a distance of 1010.35 feet to a point;

THENCE N. 01°49'36" E., a distance of 1255.02 feet to a point 65 feet South of the North line of said Section 11;

THENCE S. 87°56'30" E., along a line 65 feet South of and parallel to the North line of said Section 11, a distance of 344.16 feet to point;

THENCE N. 02°03'30" E. a distance of 65.00 feet to a point in the North line of said Section 11 and the South line of said Section 12;

THENCE S. 87°56'30" E., along the North line of said Section 11 and the South line of said Section 12, a distance of 1909.51 feet to the Northwest corner of a 20.02 acre tract as described under County Clerk File Number 2021008212 of the Official Public Records of Lubbock County, Texas;

THENCE S. 02°03'29" W., along the Western boundary of said 20.02 acre tract, a distance of 1356.00 feet to a point for the Southwest corner of said 20.02 acre tract;

THENCE S. 87°56'30" E., along the Southern boundary of said 20.02 acre tract, a distance of 645.13 feet to a point 60 feet West of the East line of said Section 11, said point also being the Southeast corner of said 20.02 acre tract;

THENCE N. 01°53'42" E., along the Eastern boundary of said 20.02 acre tract and along a line 60 feet West of and parallel to the East line of said Section 11, a distance of 1291.01 feet to a point 65 feet South of the North line of said Section 11;

THENCE S. 87°56'30" E., along a line 65 feet South of and parallel to the North line of said Section 11, a distance of 60.00 feet to the Point of Beginning.

Contains: 400.92 acres

Bearings relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, 2011 (epoch 2010.0).

September 15, 2021

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



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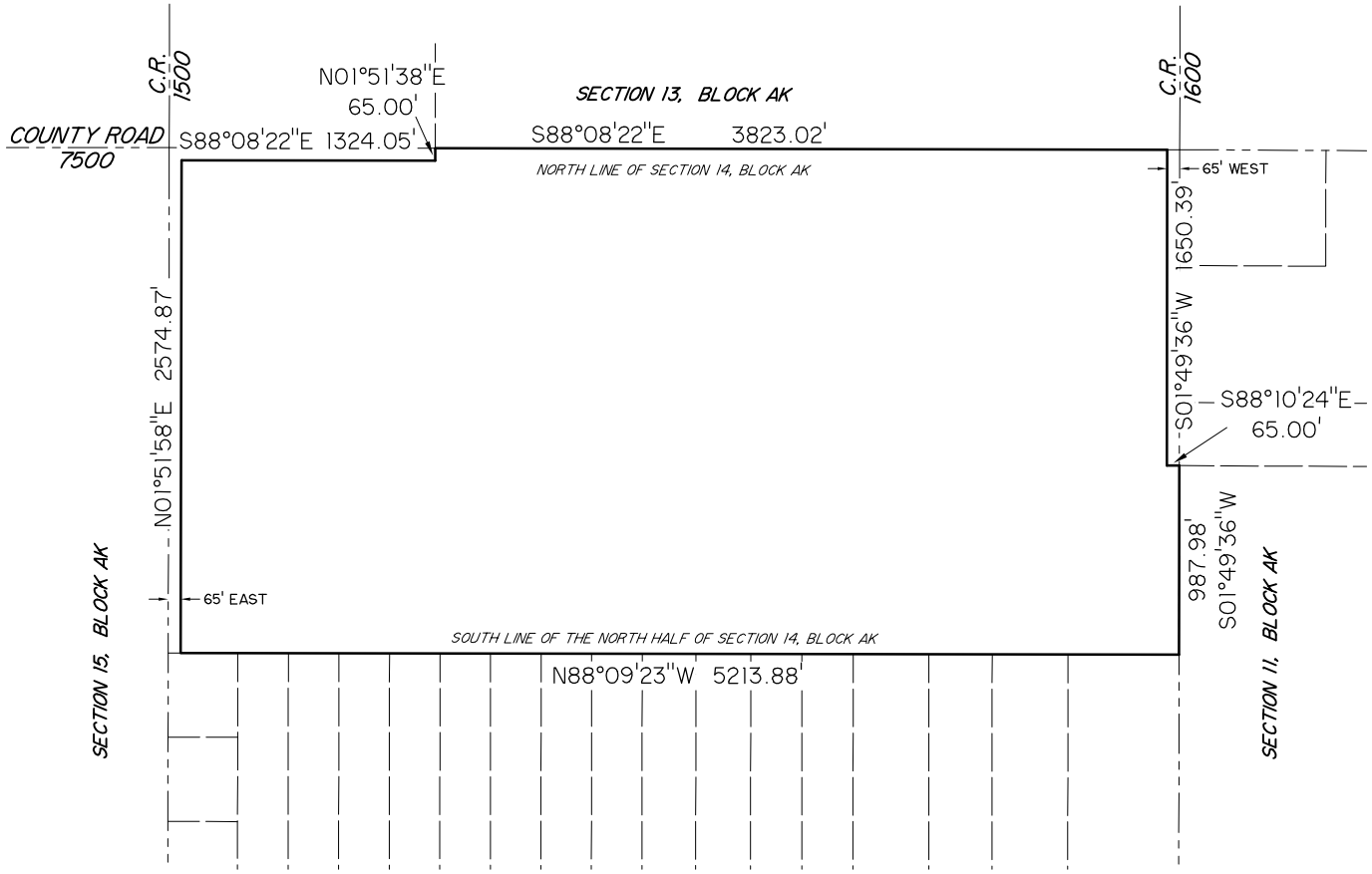
EXHIBIT "B"
Sketch Illustrating Proposed Annexation



NORTH

SCALE: 1"=1000'
DATE: 01-03-2022

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS • CIVIL ENGINEERS • LAND PLANNERS
TEXAS LICENSED SURVEYING FIRM 100676-00 | PHONE: 806 / 763-5642 | 1601 AVENUE N
TEXAS REGISTERED ENGINEERING FIRM F-760 | FAX: 806 / 763-3891 | LUBBOCK, TEXAS 79401

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

LAND SURVEYORS
CIVIL ENGINEERS

EXHIBIT "B"

METES AND BOUNDS DESCRIPTION of a 311.39 acre tract located in Section 14, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the North line of Section 14, Block AK, Lubbock County, Texas, for the Northeast corner of this tract, which bears N. 88°08'22" W. a distance of 65.00 feet from a 5/8" iron rod with yellow cap (N- 7232171.2, E- 909126.6, NAD83 Texas North-Central Zone) found as the recognized common corner of Sections 11,12, 13, and 14, all in said Block AK;

THENCE S. 01°49'36" W., along a line 65 feet West of and parallel to the East line of said Section 14, a distance of 1650.39 feet to a point;

THENCE S. 88°10'24" E. a distance of 65.00 feet to a point in the East line of said Section 14;

THENCE S. 01°49'36" W., along the East line of said Section 14, a distance of 987.98 feet to a point for the Southeast corner of the North half of said Section 14 and the Southeast corner of this tract;

THENCE N. 88°09'23" W., along the South line of the North half of said Section 14 a distance of 5213.88 feet to a point, for the Southwest corner of this tract, whence the Southwest corner of the North half of said Section 14 bears N. 88°09'23" W. a distance of 65.00 feet;

THENCE N. 01°51'58" E., along a line 65 feet East of and parallel to the West line of said Section 14, a distance of 2574.87 feet to a point 65 feet South of the North line of said Section 14, for the Northwest corner of this tract;

THENCE S. 88°08'22" E., along a line 65 feet South of and parallel to the North line of said Section 14 a distance of 1324.05 feet to a point;

THENCE N. 01°51'38" E. a distance of 65.00 feet to a point in the North line of said Section 14 and the South line of said Section 13;

THENCE S. 88°08'22" E., along the North line of said Section 14 and the South line of said Section 13, a distance of 3823.02 feet to the Point of Beginning.

Contains: 311.39 acres

Bearings relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, 2011 (epoch 2010.0).

August 10, 2021
Revised December 23, 2021 to change exhibit number
Revised January 3, 2022 to change exhibit number

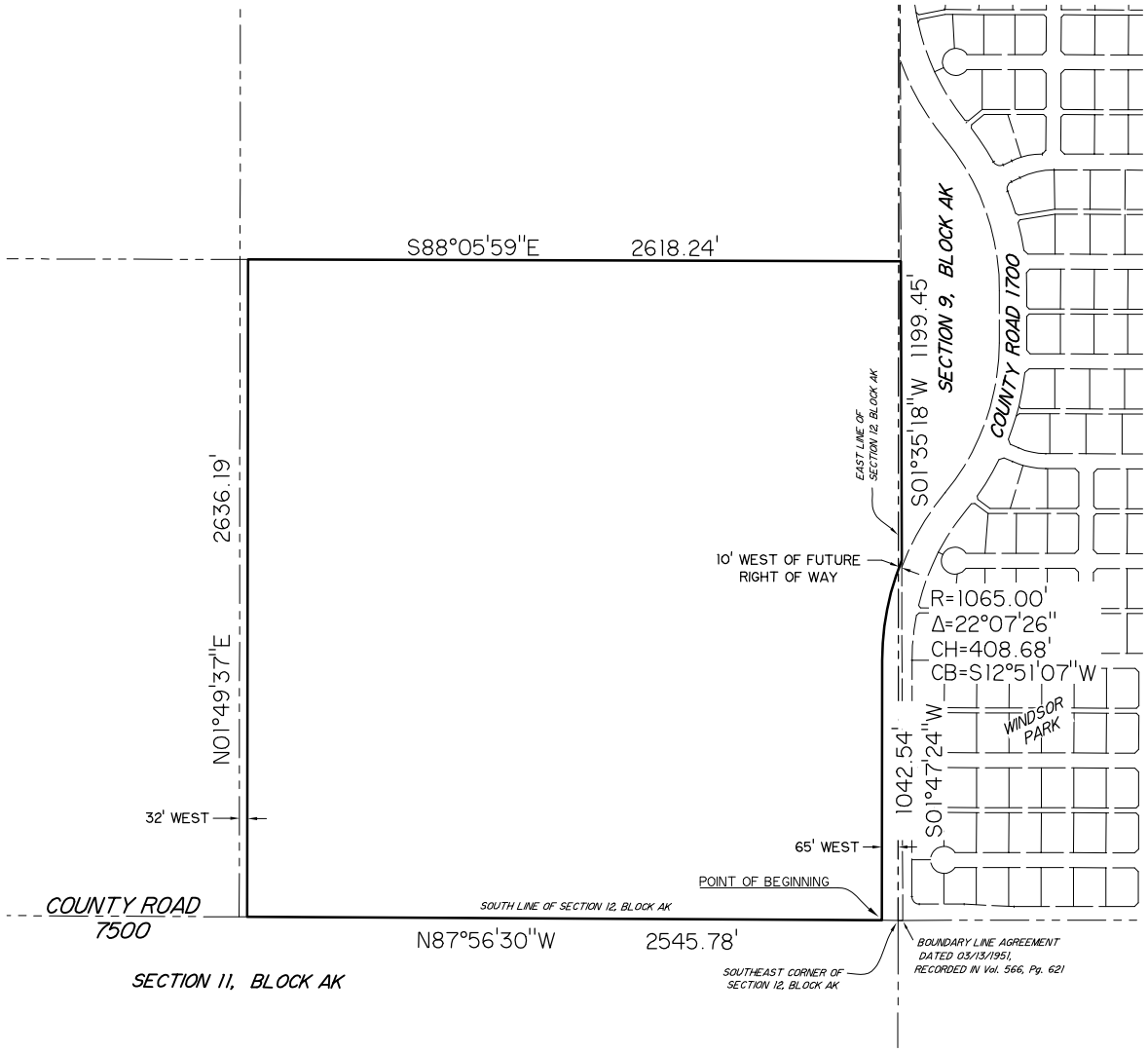




Robert A. Christopher
Registered Professional Land Surveyor No. 5167
Licensed State Land Surveyor
State of Texas

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

EXHIBIT "C"
Sketch Illustrating Proposed Annexation



NORTH

SCALE: 1"=750'
DATE: 01-03-2022

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS • CIVIL ENGINEERS • LAND PLANNERS
TEXAS LICENSED SURVEYING FIRM 100676-00 | PHONE: 806 / 763-5642 | 1601 AVENUE N
TEXAS REGISTERED ENGINEERING FIRM F-760 | FAX: 806 / 763-3891 | LUBBOCK, TEXAS 79401

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

LAND SURVEYORS
CIVIL ENGINEERS

EXHIBIT "C"

METES AND BOUNDS DESCRIPTION of a 156.56 acre tract located in Sections 9 and 12, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the South line of Section 12, Block AK, Lubbock County, Texas, which bears N. 87°56'30" W. a distance of 65.00 feet from a 1" iron pipe found as the recognized common corner of Sections 9, 10, 11, and 12, all in said Block AK (N- 7231981.43, E- 914407.52, NAD83 Texas North-Central Zone);

THENCE N. 87°56'30" W., along the South line of said Section 12 and the North line of Section 11, said Block AK, a distance of 2545.78 feet to a point, from which the Southwest corner of the Southeast Quarter of said Section 12 bears N. 87°56'30" W. a distance of 32.00 feet;

THENCE N. 01°49'37" E., along a line 32 feet East of and parallel to the West line of the Southeast Quarter of said Section 12, a distance of 2636.19 feet to a point in the North line of the Southeast Quarter of said Section 12;

THENCE S. 88°05'59" E., along the North line of the Southeast Quarter of said Section 12, at 2609.06 feet pass the East line of said Section 12, continuing for a total distance of 2618.24 feet to a point in the Western boundary of Tract "A", Windsor Park, according to the map, plat and/or dedication deed thereof recorded in Volume 8203, Page 258, Official Public Records of Lubbock County, Texas, and as set forth in that boundary line agreement recorded in Volume 566, Page 621, Deed Records of Lubbock County, Texas;

THENCE S. 01°35'18" W., along the Western boundary of said Tract "A" and said boundary line agreement, a distance of 1199.45 feet to a point of intersection;

THENCE Southwesterly, along a curve to the left, said curve having a radius of 1065.00 feet, a central angle of 22°07'25", a chord distance of 408.68 feet and a chord bearing of S. 12°51'07" W. to a point of tangency;

THENCE S. 01°47'24" W., along a line 65 feet West of and parallel to the East line of said Section 12, a distance of 1042.54 feet to the Point of Beginning.

Contains: 156.56 acres

Bearings relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, 2011 (epoch 2010.0).

August 24, 2021
Revised December 23, 2021 to change exhibit number
Revised January 3, 2022 to change exhibit number



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

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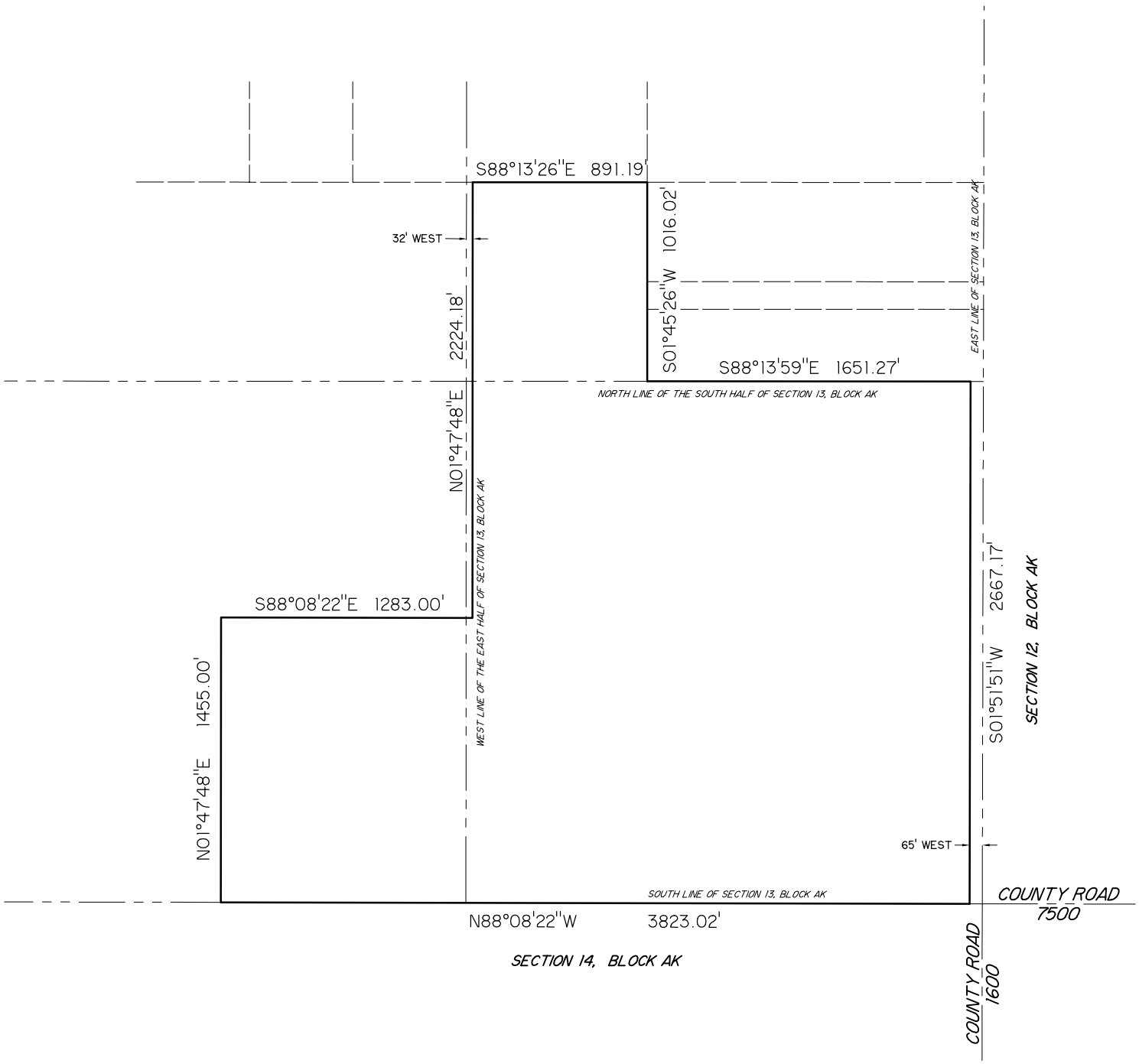
EXHIBIT "D"
Sketch Illustrating Proposed Annexation



NORTH

SCALE: 1"=750'
DATE: 12-23-2021

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS • CIVIL ENGINEERS • LAND PLANNERS
TEXAS LICENSED SURVEYING FIRM 100676-00 | PHONE: 806 / 763-5642 | 1601 AVENUE N
TEXAS REGISTERED ENGINEERING FIRM F-760 | FAX: 806 / 763-3891 | LUBBOCK, TEXAS 79401

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

LAND SURVEYORS
CIVIL ENGINEERS

EXHIBIT "D"

METES AND BOUNDS DESCRIPTION of a 219.15 acre tract located in Section 13, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the South line of Section 13, Block AK, Lubbock County, Texas, which bears N 88°08'22" W. a distance of 65.00 feet from a 5/8" iron rod with yellow cap (N- 7232171.2, E- 909126.6, NAD83 Texas North-Central Zone) found as the recognized common corner of Sections 11,12, 13, and 14, all in said Block AK;

THENCE N. 88°08'22" W., with the South line of said Section 13 and the North line of Section 14, said Block AK, a distance of 3823.02 feet to a point;

THENCE N. 01°47'48" E. a distance of 1455.00 feet to a point;

THENCE S. 88°08'22" E., at 1251.00 feet pass the West line of the East half of said Section 13, continuing for a total distance of 1283.00 feet to a point;

THENCE N. 01°47'48" E., along a line 32 feet East of and parallel to the West line of the East half of said Section 13, a distance of 2224.18 feet to a point in the Southern boundary of a tract of land as described in Volume 3786, Page 243 of the Real Property Records of Lubbock County, Texas;

THENCE S. 88°13'26" E., along the Southern boundary of said described tract, a distance of 891.19 feet to a point in the Western boundary of a 20.00 acre tract of land as described under County Clerk File Number (CCFN) 2009027999 of the Official Public Records of Lubbock County, Texas;

THENCE S. 01°45'26" W., along the Western boundary of said 20.00 acre tract, a 5.55 acre tract as described under CCFN 2013037419, OPRLCT, and the Western boundary of a 14.5 acre tract as described under CCFN 2009028315, OPRLCT, a distance of 1016.02 feet to a point in the North line of the South half of said Section 13 and the Southwest corner of said 14.5 acre tract;

THENCE S. 88°13'59" E., along the North line of the South half of said Section 13 and the Southern boundary of said 14.5 acre tract, a distance of 1651.27 feet to a point, whence the Northeast corner of the Southeast Quarter of said Section 13 bears S. 88°13'59" E. a distance of 65.00 feet;

THENCE S. 01°51'51" W., along a line 65 feet West of and parallel to the East line of said Section 13 and the West line of said Section 12 a distance of 2667.17 feet to the Point of Beginning.

Contains: 219.15 acres

Bearings relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, 2011 (epoch 2010.0).

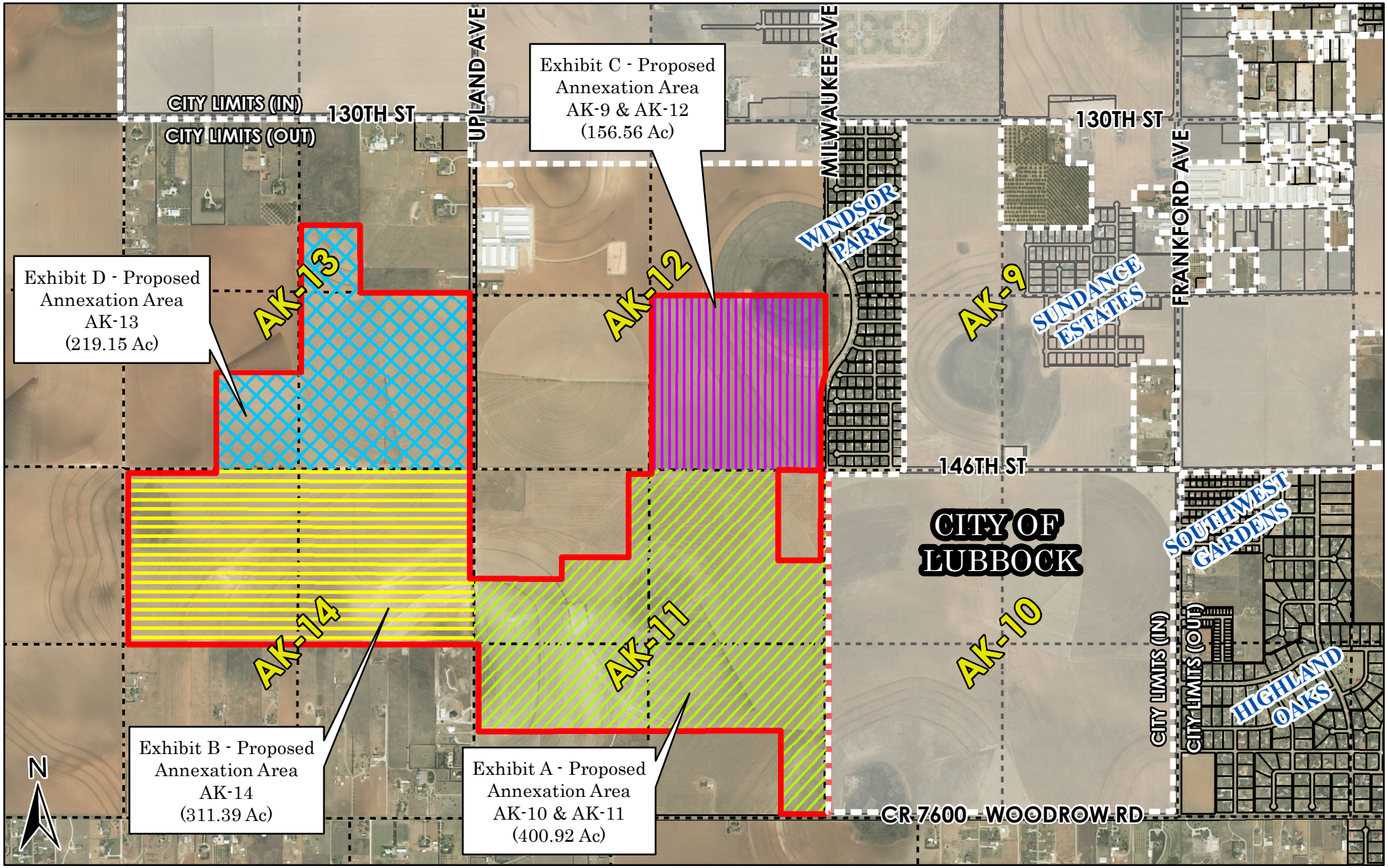
August 10, 2021
Revised December 23, 2021 to change exhibit number

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



This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Proposed Annexation Area (1088.02 Ac Total) Located in Portions of Sections 9, 10, 11, 12, 13, and 14, Block AK, Lubbock County



Digital Orthophotography - April 2020

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

0 0.25 0.5 1 1.5

Miles

City of Lubbock TEXAS

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 Avenue N, Lubbock, Texas 79401
Phone: 806-763-5642
Fax: 806-763-3891
Texas Registered Engineering Firm F-760
Texas Licensed Surveying Firm 100676-00

LETTER OF TRANSMITTAL

To:	City of Lubbock	Date: September 16, 2021	Job #
	Planning Department	Project Name: Block AK, Section 11 Preston Annex	

Attn: Bryan Isham

We are sending you:

☒ Herewith ☐ Under Separate Cover Via

Copies	Date	Description
1	9/16	Graphic & Metes and bounds Description
Orig	9/16	2 Signed Applications and 1 signed petition
1	9/16	Copy of deeds

These are transmitted as:

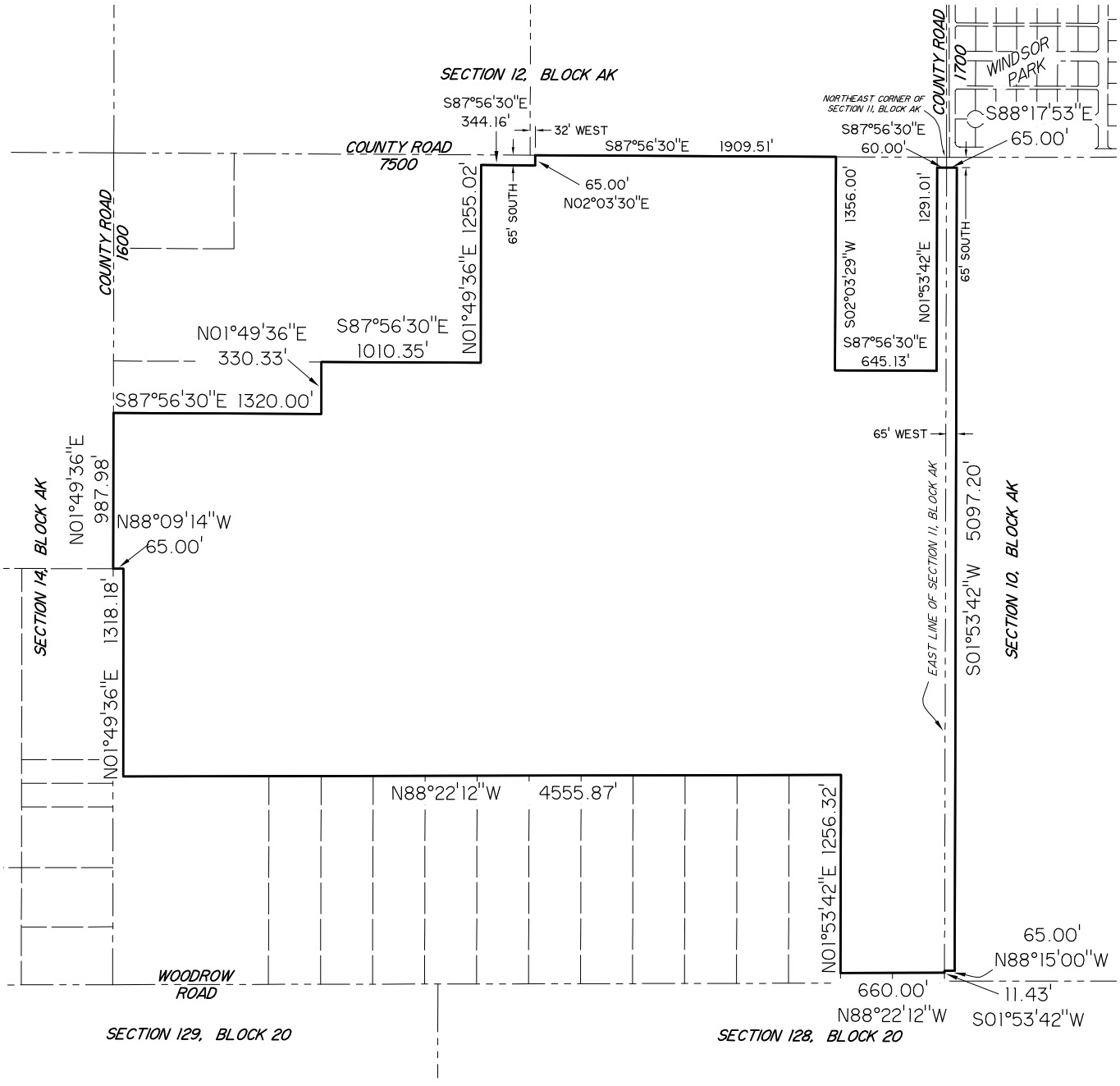
☒ For Your Use
☒ For Review & Comments
☒ For Approval
☐ For Your Records
☐ Return After Loan to Us
☐ **For Recording**

Remarks:

Copies to: Thomas Payne

Signed: Sean Curran

EXHIBIT "A"
Sketch Illustrating Proposed Annexation



NORTH

SCALE: 1"=1000'
DATE: 09-15-2021

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS • CIVIL ENGINEERS • LAND PLANNERS
TEXAS LICENSED SURVEYING FIRM 100676-00
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LAND SURVEYORS
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TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION of a 400.92 acre tract located in Sections 10 and 11, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the East line of Section 11 and the West line of Section 10, Block AK, Lubbock County, Texas, which bears S. 01°53'42" W. a distance of 65.00 feet from a 1" iron pipe (N-7231981.4, E- 914407.5 NAD83 Texas North-Central Zone) found as the recognized common corner of Sections 9, 10, 11, and 12, all in said Block AK;

THENCE S. 88°17'53" E., along a line 65 feet South of and parallel to the North line of said Section 10, a distance of 65.00 feet to a point for the Northeast corner of this tract;

THENCE S. 01°53'42" W., along a line 65 feet East of and parallel to the West line of said Section 10, a distance of 5097.20 feet to a point for the Southeast corner of this tract;

THENCE N. 88°15'00" W. a distance of 65.00 feet to a point in the West line of said Section 10 and the East line of said Section 11, whence a "MAG" nail with shiner marked "4460" found at the Southwest corner of said Section 10 bears S. 01°53'42" W. a distance of 65.00 feet;

THENCE S. 01°53'42" W., along the West line of said Section 10 and the East line of said Section 11, a distance of 11.43 feet to a point, whence a 5/8" iron rod with yellow cap found at the Southeast corner of said Section 11 bears S. 01°53'42" W. a distance of 65.00 feet;

THENCE N. 88°22'12" W., along a line 65 feet North of and parallel to the South line of said Section 11, at 330.00 feet pass the Eastern boundary of 10.010 acre tract as described under County Clerk File Number 2021041256 of the Official Public Records of Lubbock County, Texas, continuing for a total distance of 660.00 feet to a point in the Western boundary of said 10.010 acre tract;

THENCE N. 01°53'42" E., along the Western boundary of said 10.010 acre tract a distance of 1256.32 feet to a point, from which a found 1/2" iron rod with cap marked "6460" bears S. 88°22'12" E. a distance of 330.00 feet;

THENCE N. 88°22’12” W. a distance of 4555.87 feet to a point 65.00 feet East of the West line of said Section 11;

THENCE N. 01°49'36" E., along a line 65 feet East of and parallel to the West line of said Section 11, a distance of 1318.18 feet to a point;

THENCE N. 88°09'14" W. a distance of 65.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found in the West line of said Section 11 and the East line of Section 14, said Block AK;

THENCE N. 01°49'36" E., along the West line of said Section 11 and the East line of said Section 14, a distance of 987.98 feet to a point;

THENCE S. 87°56'30" E. a distance of 1320.00 feet to a 1/2" iron rod with cap marked "6460" found;

THENCE N. 01°49'36" E. a distance of 330.33 feet to a 1/2" iron rod with cap marked "6460" found;

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

THENCE S. 87°56'30" E. a distance of 1010.35 feet to a point;

THENCE N. 01°49'36" E., a distance of 1255.02 feet to a point 65 feet South of the North line of said Section 11;

THENCE S. 87°56'30" E., along a line 65 feet South of and parallel to the North line of said Section 11, a distance of 344.16 feet to point;

THENCE N. 02°03'30" E. a distance of 65.00 feet to a point in the North line of said Section 11 and the South line of said Section 12;

THENCE S. 87°56'30" E., along the North line of said Section 11 and the South line of said Section 12, a distance of 1909.51 feet to the Northwest corner of a 20.02 acre tract as described under County Clerk File Number 2021008212 of the Official Public Records of Lubbock County, Texas;

THENCE S. 02°03'29" W., along the Western boundary of said 20.02 acre tract, a distance of 1356.00 feet to a point for the Southwest corner of said 20.02 acre tract;

THENCE S. 87°56'30" E., along the Southern boundary of said 20.02 acre tract, a distance of 645.13 feet to a point 60 feet West of the East line of said Section 11, said point also being the Southeast corner of said 20.02 acre tract;

THENCE N. 01°53'42" E., along the Eastern boundary of said 20.02 acre tract and along a line 60 feet West of and parallel to the East line of said Section 11, a distance of 1291.01 feet to a point 65 feet South of the North line of said Section 11;

THENCE S. 87°56'30" E., along a line 65 feet South of and parallel to the North line of said Section 11, a distance of 60.00 feet to the Point of Beginning.

Contains: 400.92 acres

Bearings relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, 2011 (epoch 2010.0).

September 15, 2021

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



This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

VOLUNTARY ANNEXATION APPLICATION

APPLICATION IS NOT VALID WITHOUT COMPLETION OF ALL PAGES AND SIGNATURES

MINIMUM SUBMITTAL REQUIREMENTS:

- ☑ Application provided by City of Lubbock completed in full. This application must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☑ Annexation petition provided by City of Lubbock with notarized signature(s).
- ☑ Map of the subject property.
- ☑ A legal description of the property (including a survey, field notes or legal description with subdivision, lot and block) labeled as Exhibit A.
- ☑ Ownership Documents. A clean copy of recorded warranty deed or other document(s) verifying ownership of all property to be annexed. If the property is owned by a partnership, corporation, trust, or other entity, documents demonstrating signatory's authority to sign petition on behalf of entity must be included.
- ☑ One digital copy of all of the above.
- ☐ If designating a representative, the affidavit designating representative with notarized signature(s).

Property Owner(s): LOOP 88 LLC

Address: PO Box 64664

Address: Lubbock, Texas, 79464

Telephone: (806) 543-0667 Email: tpayn3@gmail.com

Telephone: (____)_____ Email: _____

Acreage of property: 400.92 Number of lots and proposed use: Vacant, proposed residential

Check one:

- ☑ I will represent my application and petition before city staff and the City Council.
- ☐ I hereby authorize the person named in the attached affidavit to act as my representative in this application before city staff and the City Council.

_____

Owner of record signature

Please note: The signature of owner authorizes the City of Lubbock staff to visit and inspect the property that is subject to this application. The representative is the official contact person for this project and the single point of contact. All correspondence and communication – and responsibility for responding to same – will be conducted with the representative.

VOLUNTARY ANNEXATION APPLICATION

APPLICATION IS NOT VALID WITHOUT COMPLETION OF ALL PAGES AND SIGNATURES

MINIMUM SUBMITTAL REQUIREMENTS:

- ☑ Application provided by City of Lubbock completed in full. This application must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☑ Annexation petition provided by City of Lubbock with notarized signature(s).
- ☑ Map of the subject property.
- ☑ A legal description of the property (including a survey, field notes or legal description with subdivision, lot and block) labeled as Exhibit A.
- ☑ Ownership Documents. A clean copy of recorded warranty deed or other document(s) verifying ownership of all property to be annexed. If the property is owned by a partnership, corporation, trust, or other entity, documents demonstrating signatory's authority to sign petition on behalf of entity must be included.
- ☑ One digital copy of all of the above.
- ☐ If designating a representative, the affidavit designating representative with notarized signature(s).

Property Owner(s): STARLIGHT DEVELOPMENT LLC

Address: PO Box 64664

Address: Lubbock, Texas, 79464

Telephone: (806) 543-0667 Email: tpayn3@gmail.com

Telephone: (____)_____ Email: _____

Acreage of property: 400.92 Number of lots and proposed use: Vacant, proposed residential

Check one:

- ☑ I will represent my application and petition before city staff and the City Council.
- ☐ I hereby authorize the person named in the attached affidavit to act as my representative in this application before city staff and the City Council.

_____

Owner of record signature

Please note: The signature of owner authorizes the City of Lubbock staff to visit and inspect the property that is subject to this application. The representative is the official contact person for this project and the single point of contact. All correspondence and communication – and responsibility for responding to same – will be conducted with the representative.

City of Lubbock TEXAS

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive any requirement to be offered a development agreement pursuant to the Texas Local Government Code Section 43.016, and petition your Honorable Body to extend the present city limits so as to include as part of the City of Lubbock, Texas, the territory described in the attached Exhibit A, including a survey, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to the City of Lubbock, Texas, falls within Lubbock County, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: _____

(on behalf of Starlight Development LLC & Loop 88 LLC)

THE STATE OF TEXAS

COUNTY OF Lubbock

BEFORE ME, the undersigned authority, on this day personally appeared Thomas Payne, _____, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 16th day of August, 2021.

ZACHARY RYAN LOPEZ
Notary Public, State of Texas
Comm. Expires 02-27-2024
Notary ID 132378684

_____

Notary Public in and for Lubbock County, Texas.

AFTER RECORDING RETURN TO: *TRUE TITLE PARTNERS; 5010 – 122nd Street; Lubbock, TX 79424*
(File No. 21-680)

GENERAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED OF RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: July 30, 2021

Grantor: DAVID RICHMOND and ROBYN RICHMOND, husband and wife

Grantee: LOOP 88, LLC, a Texas Limited Liability Company

Grantee's Mailing Address: [include county]

P.O. Box 64664
Lubbock, Lubbock County, Texas 79464

Consideration:

TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

METES AND BOUNDS DESCRIPTION of a 10.010 acre tract of land out of an 80.0 acre tract described under County Clerk File No. 2017044382 of the Official Public Records of Lubbock County, Texas, being that same tract described under County Clerk File No. 2015004020 of the Official Public Records of Lubbock County, Texas, Tract 1 therein, located in the Southeast Quarter of Section 11, Block AK, H. E. & W. T. Railroad Co. Survey, Lubbock County, Texas, and being further described as follows:

BEGINNING at a "cross hatch" nail with washer marked "HRA" found in the South line of said Section 11 and the Southern boundary of a 80.0 acre tract, for the Southeast corner of this tract, which bears N 88°22'12" W. a distance of 330.00 feet from a 5/8" iron rod with yellow cap found at the Southeast corner of Section 11, Block AK, H. E. & W. T. Railroad Co. Survey, Lubbock County, Texas;

THENCE N 88°22'12" W., along the South line of said Section 11 and the Southern boundary of said 80.0 acre tract, a distance of 330.00 feet to "cross hatch" nail with washer marked "HRA" found at the Southeast corner of a 10.0 acre tract described under County Clerk File No. 2015004020 of the Official Public Records of Lubbock County,

Texas, Tract II therein and the Southwest corner of this tract, from whence a railroad spike found at the Southwest corner of said Section 11, bears N 88°22'12" W. a distance of 4619.36 feet;

THENCE N 01°53'42" E., along the Eastern boundary of said 10.0 acre tract, at 40.00 feet pass a found 1/2" iron rod with cap marked "CHT", continuing for a total distance of 1321.32 feet to a 1/2" iron rod with cap marked "CHT" found in the Northern boundary of said 80.0 acre tract, at the Northeast corner of said 10.0 acre tract and the Northwest corner of this tract;

THENCE S 88°22'12" E., along the Northern boundary of said 80.0 acre tract, a distance of 330.00 feet to a 1/2" iron rod with cap marked "CHT" found at the Northeast corner of this tract;

THENCE S 01°53'42" W., at 1281.32 feet pass a found 1/2" iron rod with cap marked "CHT", continuing for a total distance of 1321.32 feet to the POINT OF BEGINNING.

Reservations from Conveyance:

All oil, gas and other minerals as previously recorded in prior instruments, including but not limited to the following:

Mineral reservations as shown in instruments recorded in Volume 338, Page 429, Volume 338, Page 428, Volume 338, Page 376, Volume 345, Page 444, and Volume 345, Page 520, Deed Records of Lubbock County, Texas; and in Clerk's File No. 2017044382, Official Public Records of Lubbock County, Texas.

Exceptions to Conveyance and Warranty:

Liens, if any, described as part of the Consideration and any other liens described in this Deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations and other matters arising from and existing by reason of Lubbock County authority; and taxes for 2021, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors and assigns forever. Grantor binds

Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

This document may be executed in several counterparts, each of which will be considered an original for conveyance purposes.

DAVID RICHMOND

ROBYN RICHMOND

STATE OF TEXAS)
COUNTY OF LUBBOCK)

The above and foregoing instrument was acknowledged before me on this 30TH day of JUNE, 2021, by DAVID RICHMOND and ROBYN RICHMOND.

HANNAH BOSTICK
Notary Public, State of Texas
Comm. Expires 02-04-2024
Notary ID 13052508-3

Notary Public, State of Texas

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Kelly Pinion, County Clerk
Lubbock County, TEXAS
08/13/2021 09:54 AM
Recording Fee: $34.00
2021041256

2021006764 7 PGS DEED

AFTER RECORDING RETURN TO:
PEOPLES BANK
ATTN: Glenda Cox
5820 82nd Street
Lubbock, Texas 79424

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ASSUMPTION SPECIAL WARRANTY DEED

Grantor: BROOKELAND I, LLC, a Texas Limited Liability Company - as to an undivided forty-seven one-hundredths percent (0.47%) interest

NEVERFALL, LLC, a Texas Limited Liability Company - as to an undivided seven and eight one-hundredths percent (7.08%) interest

ROCKET PARTNERS I, LLC, a Texas Limited Liability Company - as to an undivided forty one and eighty-seven one-hundredths percent (41.87%) interest

ROCKET PARTNERS II, LLC, a Texas Limited Liability Company - as to an undivided five and fifty-eight one-hundredths percent (5.58%) interest

Grantor's Mailing Address (including county):
P.O. Box 64664, Lubbock, Lubbock County, Texas 79464

Grantee: STARLIGHT DEVELOPMENT, LLC, a Texas Limited Liability Company

Grantee's Mailing Address (including county):
P.O. Box 64664, Lubbock, Lubbock County, Texas 79464

Consideration: Ten and no/100 Dollars and Grantee's assumption of the Real Estate Lien Notes which are described below (collectively the "Notes" and, singularly a "Note"):

1. Grantee assumes and agrees to pay according to the Note's terms all principal and interest remaining unpaid on that certain Real Estate Lien Note executed by BROOKELAND I, LLC, a Texas Limited Liability Company in the original principal amount of $32,077.50, dated December 29, 2020, and payable to the order of PEOPLES BANK. Said Note is secured by a first-lien Deed of Trust (the "Deed of Trust") on the Property recorded under County Clerk File No. 2020059422, Official Public Records, Lubbock County, Texas. As further consideration, Grantee promises to keep and perform all of the covenants and obligations of the Grantor under said Deed of Trust.

2. Grantee assumes and agrees to pay according to the Note's terms all principal and interest remaining unpaid on that certain Real Estate Lien Note executed by NEVERFALL, LLC, a Texas Limited Liability Company in the original principal amount of $483,210.00, dated December 29, 2020, and payable to the order of PEOPLES BANK. Said Note is secured by

the Deed of Trust which evidences a first-lien on the Property and is recorded under County Clerk File No. 2020059422, Official Public Records, Lubbock County, Texas. As further consideration, Grantee promises to keep and perform all of the covenants and obligations of the Grantor under said Deed of Trust.

3. Grantee assumes and agrees to pay according to the Note's terms all principal and interest remaining unpaid on that certain Real Estate Lien Note executed by ROCKET PARTNERS I, LLC, a Texas Limited Liability Company in the original principal amount of $2,857,627.50 dated December 29, 2020, and payable to the order of PEOPLES BANK. Said Note is secured by the Deed of Trust which evidences a first-lien on the Property and is recorded under County Clerk File No. 2020059422, Official Public Records, Lubbock County, Texas. As further consideration, Grantee promises to keep and perform all of the covenants and obligations of the Grantor under said Deed of Trust.

4. Grantee assumes and agrees to pay according to the Note's terms all principal and interest remaining unpaid on that certain Real Estate Lien Note executed by ROCKET PARTNERS II, LLC, a Texas Limited Liability Company in the original principal amount of $380,835.00, dated December 29, 2020, and payable to the order of PEOPLES BANK. Said Note is secured by the Deed of Trust which evidences a first-lien on the Property and is recorded under County Clerk File No. 2020059422, Official Public Records, Lubbock County, Texas. As further consideration, Grantee promises to keep and perform all of the covenants and obligations of the Grantor under said Deed of Trust.

Property (including any improvements):

Section 10, Block AK, Abstract 704, Lubbock County, Texas, a 639.316 acre tract and being further described by metes and bounds as follows:

BEGINNING at a found 1" iron pipe having Texas North Central Zone Coordinates (NAD 83, 2011, Epoch 2010.0000) of North 7231981.42, East: 914407.50 for the Common Corner of Section 9, 10, 11 and 12, Block AK, and the Northwest corner of this tract;

THENCE S 88°17' 53" E (Texas North Central Bearing Basis), with the South line of Section 9, Block AK, at 18.5 feet pass the Southwest corner of the Plat Limits of Windsor Park as shown on the Plat recorded in Volume 9268, Page 150, Lubbock County Official Public Records, continuing along the South line of the Plat Limits of Windsor Park and near the center of County Road 7500 (146th Street), at 1203.11 feet pass a found cotton spindle at the Southeast corner of the said Plat Limits, at 2675.26 feel pass a found ½" iron rod at the Southwest corner of Tract A, Slide Substation Addition, in all a distance of 5324.68 feet to a set mag spike and washer marked ABACUS ENG. RPLS 4460 in the intersection of Frankford Avenue (a strip paved road) and 146th Street for the Northeast corner of Section 10 and the Northeast corner of this tract, from which a found railroad spike, the Northeast corner of Section 7, Block AK bears N 01° 53' 05" E. 5279.59 feet;

THENCE S 01° 52' 42" W, near the center of County Road 1800 (Frankford Avenue) and with the West line of Section 7, Block AK, at 142.38 feet pass the projected North line of an alley from which a found ½"' iron rod with red cap bears S 88° 07' 18" E, 65.00 feet, in all a distance of 5231.61 feet to a set mag spike and washer for the Southeast corner of Section 10 from which the Southwest corner of Section 7, Block AK bears S 01° 52' 42" W, 3.8 feet;

THENCE N 88° 15' 00" W with Woodrow Road, a paved County Road, and the North line of Section 128, Block 20, the North line of Latigo Estates and the North line of West Woodrow Addition at a distance of 684.46 feet pass 50.00 feet Northerly of a found ½" iron rod, at 2110.28 feet pass the projected centerline of Private Road 1740, from which a found nail bears S 01°40' 03" W, 59.81 feet, at 3024.68 feet pass North of a found ½" iron rod which bears S 01°45' W, 50.00 feet, in all a distance of 5326.17 feet to a set mag spike and washer for the Southwest corner of Section 10 and the Southwest corner of this tract from which a found iron rod with illegible yellow cap, the Southeast corner of Section 11, Block AK, bears S 01° 53' 42" W, 11.5 feet;

THENCE N 01° 53' 42" E, with the East line of Section 11, and with a turnrow, at 28.5 feet pass a found iron rod with blue cap set by Cy Turner, at 1309.5 feet pass a found iron rod with blue cap, in all a distance of 5227.16 feet to the PLACE OF BEGINNING containing 639.316 acres including any Right of Way.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is expressly made subject to all presently recorded restrictive covenants, easements, encumbrances and outstanding mineral or royalty conveyances or reservations, if any, affecting the Property that appear of record in the office of the County Clerk of Lubbock County, Texas.

Deed of Trust dated December 29, 2021 and recorded under County Clerk File No. 2020059422, Official Public Records, Lubbock County, Texas.

Subject to ad valorem taxes owing for the year 2021 and all subsequent years.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through, or under Grantor but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

DATED the 29th day of January, 2021.

GRANTOR:

BROOKELAND I, LLC,
a Texas Limited Liability Company

By:_____
Thomas K. Payne, Manager

NEVERFALL, LLC,
a Texas Limited Liability Company

By:_____
Thomas K. Payne, Manager

ROCKET PARTNERS I, LLC,
a Texas Limited Liability Company

By:_____
Thomas K. Payne, Manager

ROCKET PARTNERS II, LLC,
a Texas Limited Liability Company

By:_____
Thomas K. Payne, Manager

BY SIGNING BELOW, GRANTEE ACCEPTS THE CONVEYANCE DESCRIBED HEREIN AND ASSUMES AND AGREES TO PAY THE HEREIN DESCRIBED NOTES AND TO PERFORM ALL OF THE COVENANTS AND OBLIGATIONS OF THE DEED OF TRUST.

GRANTEE:

STARLIGHT DEVELOPMENT, LLC,
a Texas Limited Liability Company

By:_____
Thomas K. Payne, Manager

THE STATE OF TEXAS :

COUNTY OF LUBBOCK :

This instrument was acknowledged before me on the 1 day of February, 2021, by Thomas K. Payne, Manager of BROOKELAND I, LLC, a Texas Limited Liability Company, on behalf of said company.

Brandy Traylor
Notary Public, State of Texas

Place Seal Here:

BRANDY TRAYLOR
My Notary ID # 132285043
Expires December 17, 2023

THE STATE OF TEXAS :

COUNTY OF LUBBOCK :

This instrument was acknowledged before me on the 1 day of February, 2021, by Thomas K. Payne, Manager of NEVERFALL, LLC, a Texas Limited Liability Company, on behalf of said company.

Brandy Traylor
Notary Public, State of Texas

Place Seal Here:

BRANDY TRAYLOR
My Notary ID # 132285043
Expires December 17, 2023

THE STATE OF TEXAS :

COUNTY OF LUBBOCK :

This instrument was acknowledged before me on the 1 day of February, 2021, by Thomas K. Payne, Manager of ROCKET PARTNERS I, LLC, a Texas Limited Liability Company, on behalf of said company.

Brandy Traylor
Notary Public, State of Texas

Place Seal Here:

BRANDY TRAYLOR
My Notary ID # 132285043
Expires December 17, 2023

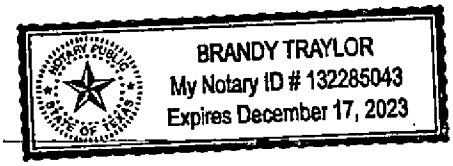
THE STATE OF TEXAS :

COUNTY OF LUBBOCK :

This instrument was acknowledged before me on the 1 day of February, 2021, by Thomas K. Payne, Manager of ROCKET PARTNERS II, LLC, a Texas Limited Liability Company, on behalf of said company.

Brandy Traylor
Notary Public, State of Texas

Place Seal Here:



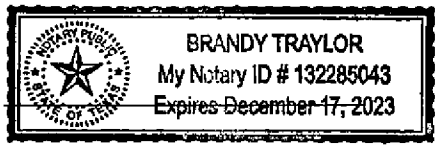
THE STATE OF TEXAS :

COUNTY OF LUBBOCK :

This instrument was acknowledged before me on the 1 day of February, 2021, by Thomas K. Payne, Manager of STARLIGHT DEVELOPMENT, LLC, a Texas Limited Liability Company, on behalf of said company.

Brandy Traylor
Notary Public, State of Texas

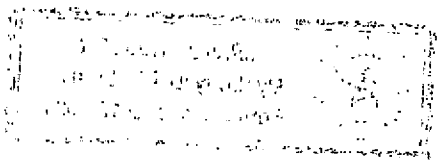
Place Seal Here:

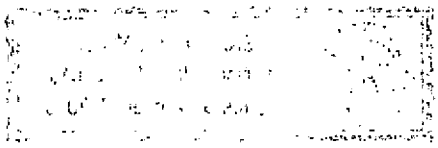


FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Kelly Pinion, County Clerk
Lubbock County, TEXAS
02/10/2021 08:42 AM
FEE: $46.00
2021006764





We hereby certify that this is a true and correct copy of the original as executed by the above parties.
WESTERN TITLE COMPANY
BY

GF#85980 Return to: Western Title Company

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: September 10, 2021

Grantor: SCARLET MATADOR FUND, LLC, a Texas limited liability company

Grantee: LOOP 88, LLC, a Texas limited liability company

Grantee's Mailing Address:

P.O. Box 64664
Lubbock, Lubbock County, Texas 79464

Consideration:

TEN AND NO/100 DOLLARS ($10.00) and a note of even date executed by Grantee and payable to the order of PLAINSCAPITAL BANK ("Lender") in the principal amount of TWO MILLION FIVE HUNDRED FIFTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($2,515,500.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Lender and by a first-lien deed of trust of even date from Grantee to DARRELL G. ADAMS, Trustee.

Property (including any improvements):

METES AND BOUNDS DESCRIPTION of a 386.86 acre tract of land located in Section 11, Block AK, Lubbock County, Texas, being a portion of a 396.87 acre tract of land described under County Clerk File Number (CCFN) 2020037585 of the Official Public Records of Lubbock County, Texas (OPRLCT), and a portion of an 80.08 acre tract described under CCFN 2017044382, OPRLCT, said 386.86 acre tract being further described as follows:

BEGINNING at a 1" iron pipe found at the Northeast corner of said Section 11, for the Northeast corner of this tract;

THENCE S. 01°53'42" W., along the East line of said Section 11, at 3917.26 feet pass the Northeast corner of said 80.08 acre tract, continuing along the East line of said Section 11 and the Eastern boundary of said 80.08 acre tract, for a total distance of 5238.58 feet to a 5/8" iron rod with yellow cap found at the Southeast corner of said Section 11, the Southeast corner of said 80.08 acre tract, and the Southeast corner of this tract;

THENCE N. 88°22'12" W., along the South line of said Section 11, and the Southern boundary of said 80.08 acre tract, a distance of 330.00 feet to a nail with "X" found;

THENCE N. 01°53'42" E. a distance of 1321.32 feet to a ½" iron rod with cap marked "6460" found in the Southern boundary of said 396.87 acre tract, and an 'ell' corner of this tract;

THENCE N. 88°22'12" W., along the Southern boundary of said 396.87 acre tract, a distance of 4950.87 feet to a "MAG" nail with shiner set in the West line of said Section 11, for the Southwest corner of this tract;

THENCE N. 01°49'36" E., along the West line of said Section 11, a distance of 2306.41 feet, to ½" iron rod with cap marked "HUGO REED & ASSOC." set for the Southwest corner of a 10.01 acre tract of land described under CCFN 2019031708, OPRLCT, for the most Westerly Northwest corner of this tract;

THENCE S. 87°56'30" E., along the Southern boundary of said 10.01 acre tract, a distance of 1320.00 feet to a ½" iron rod with cap marked "6460" found at the Southeast corner of said 10.01 acre tract;

THENCE N. 01°49'36" E., along the Eastern boundary of said 10.01 acre tract, a distance of 330.33 feet to a ½" iron rod with cap marked "6460" found in the Southern boundary of a 60.01 acre tract, described under 2018022614, OPRLCT, for the Northeast corner of said 10.01 acre tract;

THENCE S. 87°56'30" E., along the Southern boundary of said 60.01 acre tract, a distance of 1010.35 feet to a ½" iron rod with cap marked "6460" found at the Southeast corner of said 60.01 acre tract;

THENCE N. 01°49'36" E., along the Eastern boundary of said 60.01 acre tract, a distance of 1320.01 feet to a concrete monument with aluminum cap marked "OJD 4460" found in the North line of said Section 11 for the most Northerly Northwest corner of this tract, which bears S. 87°56'30" E. a distance of 2330.35 feet from a 5/8" iron rod with cap (Hugo Reed) found at the Northwest corner of said Section 11;

THENCE S. 87°56'30" E., along the North line of said Section 11, a distance of 2253.93 feet to a ½" iron rod with cap marked "HUGO REED & ASSOC." set for the Northwest corner of a 20.02 acre tract of land described under CCFN 2021008212, OPRLCT;

THENCE S. 02°03'29" W., along the Western boundary of said 20.02 acre tract, a distance of 1356.00 feet to a ½" iron rod with cap marked "6460" found at the Southwest corner of said 20.02 acre tract;

THENCE S. 87°56'30" E., along the Southern boundary of said 20.02 acre tract, a distance of 645.13 feet to a ½" iron rod with cap marked "6460" found at the Southeast corner of said 20.02 acre tract;

THENCE N. 01°53'42" E., along the Eastern boundary of said 20.02 acre tract, a distance of 1356.01 feet to a ½" iron rod with cap marked "HUGO REED & ASSOC." set in the North line of said Section 11, for the Northeast corner of said 20.02 acre tract;

THENCE S. 87°56'30" E., along the North line of said Section 11, a distance of 60.00 feet to the Point of Beginning.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: Attached hereto as Exhibit "A" and incorporated herein by reference.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and

assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Lender, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Lender and are transferred to Lender without recourse against Grantor.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

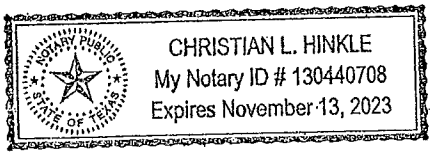
When the context requires, singular nouns and pronouns include the plural.

SCARLET MATADOR FUND, LLC, a Texas limited liability company

By: _____
BRENT PRESTON, Manager

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

Acknowledged before me, the undersigned notary on this 10 day of September, 2021, by BRENT PRESTON, Manager of SCARLET MATADOR FUND, LLC, a Texas limited liability company, in the capacity therein stated.



_____
Notary Public, State of Texas

Exhibit "A"

Exceptions to Conveyance and Warranty

Restrictive covenants set out in instrument recorded in Volume 2724, Page 334, Official Real Property Records, Lubbock County, Texas; in instrument recorded August 15, 2019 under County Clerk File No. 2019031706, Official Public Records, Lubbock County, Texas; and in instrument recorded February 1, 2019 under County Clerk File No. 2019003760, Official Public Records, Lubbock County, Texas.

Right-of-Way Easement dated March 2, 1966, executed by Max Myatt and wife, Betty Myatt to Lubbock County, Texas recorded in Volume 1075, Page 681, Deed Records, Lubbock County, Texas.

Right-of-Way Easement dated November 2, 1970, executed by Max V. Myatt and wife, Betty Myatt to the County of Lubbock, Texas recorded in Volume 1249, Page 308, Deed Records, Lubbock County, Texas.

Right-of-Way Easement dated September 21, 1971, executed by M. V. Myatt to South Plains Electric Cooperative recorded in Volume 1287, Page 67, Deed Records, Lubbock County, Texas.

Easement executed by Max U. Myatt as referred to in Affidavit of Right of Way Easements dated December 5, 1980, executed by South Plains Telephone Cooperative, Inc. recorded in Volume 1717, Page 892, Deed Records, Lubbock County, Texas.

Easement dated June 22, 1984, recorded in Volume 1925, Page 20, Deed Records, Lubbock County, Texas, executed by MAX V. MYATT to ADOBE GAS CO. and assigned to POWER-TEX JOINT VENTURE in Volume 2326, Page 31, Official Real Property Records, Lubbock County, Texas and assigned to MARKWEST PINNACLE L.P., a Texas limited partnership in Volume 8643, Page 4, Official Public Records, Lubbock County, Texas.

Utility Easement executed by PHILNIC Properties, LTD., a Texas limited partnership to South Plains Electric Cooperative, Inc. recorded July 27, 2016 under County Clerk File No. 2016026799, Official Public Records, Lubbock County, Texas.

Drainage Easement dated June 15, 2018, executed by LILG, INC., a Texas corporation to David B. Postar filed June 18, 2018 under County Clerk File No. 2018022616, Official Public Records, Lubbock County, Texas.

Pipeline Easement Agreement dated November 8, 2018 and recorded November 8, 2018 under County Clerk File No. 2018042743, Official Public Records, Lubbock County, Texas, executed by SCARLET MATADOR FUND, LLC to WEST TEXAS GAS, INC.

Pipeline Easement Agreement dated January 29, 2019 and recorded February 1, 2019 under County Clerk File No. 2019003734, Official Public Records, Lubbock County, Texas, executed by MATT MURRAY to WEST TEXAS GAS, INC.

Rights incident to the ownership and lessees of the minerals reserved in Volume 338, Page 376, Deed Records, Lubbock County, Texas.

Rights incident to the ownership and lessees of the minerals reserved in Volume 338, Page 428, Deed Records, Lubbock County, Texas.

Rights incident to the ownership and lessees of the minerals reserved in Volume 338, Page 429, Deed Records, Lubbock County, Texas.

Rights incident to the ownership and lessees of the minerals reserved in Volume 345, Page 444, Deed Records, Lubbock County, Texas.

Rights incident to the ownership and lessees of the minerals reserved in Volume 345, Page 520, Deed Records, Lubbock County, Texas.

Rights incident to the ownership and lessees of the minerals reserved in Instrument recorded November 13, 2017 under County Clerk File No. 2017040637, Official Public Records, Lubbock County, Texas.

Undivided interest in and to all oil, gas and other minerals in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, conveyed by J.C. Williamson to Helen McCrummen, Edna Ruth McCrummen and Betty Carolyn McCrummen under Deed dated April 24, 1947, and recorded in Volume 341, Page 507, Deed Records, Lubbock County, Texas.

Undivided interest in and to all oil, gas and other minerals in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, conveyed by J.C. Williamson to United States Smelting Refining and Mining Company under Deed dated October 22, 1948, and recorded in Volume 383, Page 273, Deed Records, Lubbock County, Texas.

Undivided ROYALTY interest in and to all oil, gas and other minerals in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, conveyed by Max Myatt to Steve Myatt under Deed dated April 5, 1980, and recorded in Volume 1685, Page 634, Deed Records, Lubbock County, Texas.

Undivided ROYALTY interest in and to all oil, gas and other minerals in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, conveyed by Max Myatt to John Michael Myatt under Deed dated April 5, 1980, and recorded in Volume 1685, Page 636, Deed Records, Lubbock County, Texas.

Oil, Gas and Mineral Lease dated July 26, 1978, between Max V. Wyatt and wife, Betty Dennison Wyatt, as Lessor and Marshall R. Young Oil Co., as Lessee, recorded in Volume 44, Page 103, Oil, Gas and Mineral Lease Records, Lubbock County, Texas, together with all rights incident thereto.

Oil, Gas and Mineral Lease dated March 12, 2012, between Philnic Properties, Ltd., as Lessor and Dale Resources, L.L.C., as Lessee, as referred to in Memorandum of Oil and Gas Lease recorded March 19, 2012 under County Clerk File No. 20120009673, Official Public Records, Lubbock County, Texas, together with all rights incident thereto.

Oil, Gas and Mineral Lease dated May 11, 2012, between Russell Dean Wilson, herein dealing in his sole and separate property, as heir of the Estate of Betty McCrummen Keller, deceased, as heir of the Estate of Edwin L. McCrummen, deceased, as Lessor and Dale Resources, L.L.C., as Lessee, filed May 24, 2012 under County Clerk File No. 2012019999, Official Public Records, Lubbock County, Texas, together with all rights incident thereto.

Oil, Gas and Mineral Lease dated May 11, 2012, between Lillian Louise McCrummen, a widow, herein dealing in her sole and separate property, as heir of the Estate of Fred McCrummen, deceased, heir of the Estate of Edwin L. McCrummen, deceased, as Lessor and Dale Resources, L.L.C., as Lessee, filed May 24, 2012 under County Clerk File No. 2012020000, Official Public Records, Lubbock County, Texas, together with all rights incident thereto.

Oil, Gas and Mineral Lease dated May 10, 2012, between Ruth McCrummen Richardson, herein dealing in her sole and separate property, as heir of the Estate of Edwin L. McCrummen, deceased, as Lessor and Dale Resources, L.L.C., as Lessee, filed May 24, 2012 under County Clerk File No. 2012020001, Official Public Records, Lubbock County, Texas, together with all rights incident thereto.

Oil, Gas and Mineral Lease dated May 10, 2012, between Helen McCrummen Gulack, herein dealing in her sole and separate property, as heir of the Estate of Edwin L. McCrummen, deceased, as Lessor and Dale Resources, L.L.C., as Lessee, filed May 24, 2012 under County Clerk File No. 2012020002, Official Public Records, Lubbock County, Texas, together with all rights incident thereto.

Oil, Gas and Mineral Lease dated May 11, 2012, between Carla Jo Wynne, herein dealing in her sole and separate property, as heir of the Estate of Betty McCrummen Keller, deceased, as heir of the Estate of Edwin L. McCrummen,

deceased, as Lessor and Dale Resources, L.L.C., as Lessee, filed May 24, 2012 under County Clerk File No. 2012020003, Official Public Records, Lubbock County, Texas, together with all rights incident thereto.

Oil, Gas and Mineral Lease dated May 14, 2012, between Carol Sue Wilson, herein dealing in her sole and separate property, as heir of the Estate of Betty McCrummen Keller, deceased, as heir of the Estate of Edwin L. McCrummen, deceased, as Lessor and Dale Resources, L.L.C., as Lessee, filed May 24, 2012 under County Clerk File No. 2012020004, Official Public Records, Lubbock County, Texas, together with all rights incident thereto.

Oil, Gas and Mineral Lease dated May 11, 2012, between Evelyn Darlene McCrummen, a widow, herein dealing in her sole and separate property, as heir of the Estate of John McCrummen, deceased, heir of the Estate of Edwin L. McCrummen, deceased, as Lessor and Dale Resources, L.L.C., as Lessee, filed May 24, 2012 under County Clerk File No. 2012020005, Official Public Records, Lubbock County, Texas, together with all rights incident thereto.

Oil, Gas and Mineral Lease dated May 7, 2012, between Marian McCrummen, widow of Thomas McCrummen, Jr., as Lessor and Dale Resources, L.L.C., as Lessee, filed June 11, 2012 under County Clerk File No. 2012022438, Official Public Records, Lubbock County, Texas, together with all rights incident thereto.

Oil, Gas and Mineral Lease dated May 23, 2012, between Alene McCrummen George, herein dealing in her sole and separate property, as heir of the Estate of Richard McCrummen, deceased, as Lessor and Dale Resources, L.L.C., as Lessee, filed June 11, 2012 under County Clerk File No. 2012022441, Official Public Records, Lubbock County, Texas, together with all rights incident thereto.

Oil, Gas and Mineral Lease dated May 24, 2012, between Kenneth Lynn McCrummen, herein dealing in her sole and separate property, as heir of the Estate of Richard McCrummen, deceased, as Lessor and Dale Resources, L.L.C., as Lessee, filed June 11, 2012 under County Clerk File No. 2012022442, Official Public Records, Lubbock County, Texas, together with all rights incident thereto.

Oil, Gas and Mineral Lease dated May 24, 2012, between Richie McCrummen Stewart, herein dealing in her sole and separate property, as heir of the Estate of Richard McCrummen, deceased, as Lessor and Dale Resources, L.L.C., as Lessee, filed June 11, 2012 under County Clerk File No. 2012022443, Official Public Records, Lubbock County, Texas, together with all rights incident thereto.

Oil, Gas and Mineral Lease dated May 23, 2012, between Doris McCrummen, herein dealing in her sole and separate property, as heir of the Estate of Frank W. McCrummen, deceased, as heir of the Estate of Richard McCrummen, deceased, as Lessor and Dale Resources, L.L.C., as Lessee, filed June 11, 2012 under County Clerk File No. 2012022444, Official Public Records, Lubbock County, Texas, together with all rights incident thereto.

Oil, Gas and Mineral Lease dated May 23, 2012, between The Brownell Trust, 1996, successor in interest to the Estate of Edwin L. McCrummen, deceased, as Lessor and Dale Resources, L.L.C., as Lessee, filed June 11, 2012 under County Clerk File No. 2012022446, Official Public Records, Lubbock County, Texas, together with all rights incident thereto.

Oil, Gas and Mineral Lease dated June 7, 2012, between Mary Louise McElroy, herein dealing in her sole and separate property, as heir of the Estate of William Frank McElroy, Jr., deceased, as heir of the Estate of Janie McElroy, deceased, as Lessor and Dale Resources, L.L.C., as Lessee, filed June 21, 2012 under County Clerk File No. 2012024338, Official Public Records, Lubbock County, Texas, together with all rights incident thereto.

Oil, Gas and Mineral Lease dated June 5, 2012, between Melinda Ann McElroy Fuller, herein dealing in her sole and separate property, as heir of the Estate of Richard Allen McElroy, deceased, as heir of the Estate of Janie McElroy, deceased, as Lessor and Dale Resources, L.L.C., as Lessee, filed June 21, 2012 under County Clerk File No. 2012024389, Official Public Records, Lubbock County, Texas, together with all rights incident thereto.

Oil, Gas and Mineral Lease dated June 12, 2012, between Susan Lee McElroy McCabe, herein dealing in her sole and separate property, as heir of the Estate of Richard Allen McElroy, deceased, as heir of the Estate of Janie McElroy, deceased, as Lessor and Dale Resources, L.L.C., as Lessee, filed June 21, 2012 under County Clerk File No. 2012024391, Official Public Records, Lubbock County, Texas, together with all rights incident thereto.

Oil, Gas and Mineral Lease dated May 12, 2012, between Margaret McCrummen Vann, herein dealing in her sole and separate property, as heir of the Estate of Frank W. McCrummen, deceased, as heir of the Estate of Richard McCrummen, deceased, as Lessor and Dale Resources, L.L.C., as Lessee, filed October 4, 2012 under County Clerk File No. 2012040123, Official Public Records, Lubbock County, Texas, together with all rights incident thereto.

Undivided interest in and to all oil, gas and other minerals in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, conveyed by LILG, INC. to BRENT PRESTON, LOUIS GARNER and LANCE INDERMAN under Deed dated November 8, 2018, and filed November 9, 2018 under County Clerk File No. 2018042801, Official Public Records, Lubbock County, Texas.

Easement dated June 22, 1984, recorded in Volume 1925, Page 20, Deed Records, Lubbock County, Texas, executed by MAX V. MYATT to ADOBE GAS CO. and assigned to POWER-TEX JOINT VENTURE in Volume 2326, Page 31, Official Real Property Records, Lubbock County, Texas and assigned to MARKWEST PINNACLE L.P., a Texas limited partnership in Volume 8643, Page 4, Official Public Records, Lubbock County, Texas.

Pipeline Easement Agreement dated November 8, 2018 and recorded November 8, 2018 under County Clerk File No. 2018042743, Official Public Records, Lubbock County, Texas, executed by SCARLET MATADOR FUND, LLC to WEST TEXAS GAS, INC.

Pipeline Easement Agreement dated January 29, 2019 and recorded February 1, 2019 under County Clerk File No. 2019003734, Official Public Records, Lubbock County, Texas, executed by MATT MURRAY to WEST TEXAS GAS, INC.

Rights of tenants in possession under any unrecorded leases.

Visible and apparent easements on or across the Property.

All leases, grants, exceptions or reservations of coal, lignite, oil, gas, or other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed herein or not.

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 Avenue N, Lubbock, Texas 79401
Phone: 806-763-5642
Fax: 806-763-3891
Texas Registered Engineering Firm F-760
Texas Licensed Surveying Firm 100676-00

LETTER OF TRANSMITTAL

To:	City of Lubbock	Date: September 16, 2021	Job #
	Planning Department	Project Name: Block AK, Section 12 Thompson Annex	

Attn: Bryan Isham

We are sending you:
☒ Herewith ☐ Under Separate Cover Via

Copies	Date	Description
1	9/16	Graphic & Metes and bounds description
Orig	9/16	1 Signed Application and 1 signed petition
1	9/16	Copy of deed

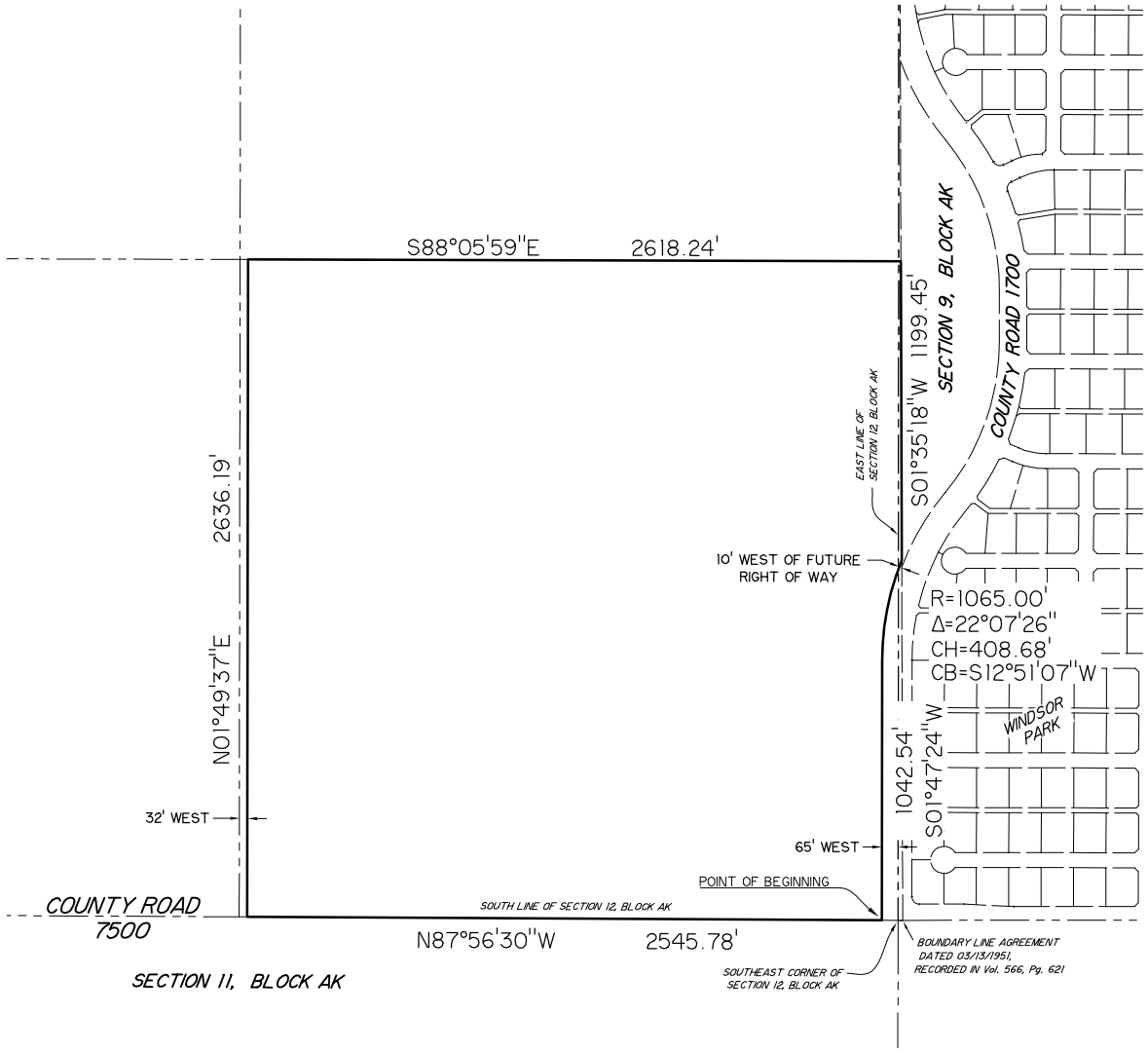
These are transmitted as:
☒ For Your Use
☒ For Review & Comments
☒ For Approval
☒ For Your Records
☐ Return After Loan to Us
☐ **For Recording**

Remarks:

Copies to: Thomas Payne

Signed: Sean Curran

EXHIBIT "C"
Sketch Illustrating Proposed Annexation



NORTH

SCALE: 1"=750'
DATE: 01-03-2022

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS • CIVIL ENGINEERS • LAND PLANNERS
TEXAS LICENSED SURVEYING FIRM 100676-00 | PHONE: 806 / 763-5642 | 1601 AVENUE N
TEXAS REGISTERED ENGINEERING FIRM F-760 | FAX: 806 / 763-3891 | LUBBOCK, TEXAS 79401

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

LAND SURVEYORS
CIVIL ENGINEERS

EXHIBIT "C"

METES AND BOUNDS DESCRIPTION of a 156.56 acre tract located in Sections 9 and 12, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the South line of Section 12, Block AK, Lubbock County, Texas, which bears N. 87°56'30" W. a distance of 65.00 feet from a 1" iron pipe found as the recognized common corner of Sections 9, 10, 11, and 12, all in said Block AK (N- 7231981.43, E- 914407.52, NAD83 Texas North-Central Zone);

THENCE N. 87°56'30" W., along the South line of said Section 12 and the North line of Section 11, said Block AK, a distance of 2545.78 feet to a point, from which the Southwest corner of the Southeast Quarter of said Section 12 bears N. 87°56'30" W. a distance of 32.00 feet;

THENCE N. 01°49'37" E., along a line 32 feet East of and parallel to the West line of the Southeast Quarter of said Section 12, a distance of 2636.19 feet to a point in the North line of the Southeast Quarter of said Section 12;

THENCE S. 88°05'59" E., along the North line of the Southeast Quarter of said Section 12, at 2609.06 feet pass the East line of said Section 12, continuing for a total distance of 2618.24 feet to a point in the Western boundary of Tract "A", Windsor Park, according to the map, plat and/or dedication deed thereof recorded in Volume 8203, Page 258, Official Public Records of Lubbock County, Texas, and as set forth in that boundary line agreement recorded in Volume 566, Page 621, Deed Records of Lubbock County, Texas;

THENCE S. 01°35'18" W., along the Western boundary of said Tract "A" and said boundary line agreement, a distance of 1199.45 feet to a point of intersection;

THENCE Southwesterly, along a curve to the left, said curve having a radius of 1065.00 feet, a central angle of 22°07'25", a chord distance of 408.68 feet and a chord bearing of S. 12°51'07" W. to a point of tangency;

THENCE S. 01°47'24" W., along a line 65 feet West of and parallel to the East line of said Section 12, a distance of 1042.54 feet to the Point of Beginning.

Contains: 156.56 acres

Bearings relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, 2011 (epoch 2010.0).

August 24, 2021
Revised December 23, 2021 to change exhibit number
Revised January 3, 2022 to change exhibit number



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

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

VOLUNTARY ANNEXATION APPLICATION

APPLICATION IS NOT VALID WITHOUT COMPLETION OF ALL PAGES AND SIGNATURES

MINIMUM SUBMITTAL REQUIREMENTS:

- ☑ Application provided by City of Lubbock completed in full. This application must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☑ Annexation petition provided by City of Lubbock with notarized signature(s).
- ☑ Map of the subject property.
- ☑ A legal description of the property (including a survey, field notes or legal description with subdivision, lot and block) labeled as Exhibit A.
- ☑ Ownership Documents. A clean copy of recorded warranty deed or other document(s) verifying ownership of all property to be annexed. If the property is owned by a partnership, corporation, trust, or other entity, documents demonstrating signatory's authority to sign petition on behalf of entity must be included.
- ☑ One digital copy of all of the above.
- ☐ If designating a representative, the affidavit designating representative with notarized signature(s).

Property Owner(s): LOOP 88 LLC

Address: PO BOX 64664

Address: Lubbock, TX 79464

Telephone: (806) 543-0667 Email: tpayn3@gmail.com

Telephone: (____)_____ Email: _____

Acreage of property: 156.56 Number of lots and proposed use: Vacant, proposed residential

Check one:

- ☑ I will represent my application and petition before city staff and the City Council.
- ☐ I hereby authorize the person named in the attached affidavit to act as my representative in this application before city staff and the City Council.

_____

Owner of record signature

Please note: The signature of owner authorizes the City of Lubbock staff to visit and inspect the property that is subject to this application. The representative is the official contact person for this project and the single point of contact. All correspondence and communication – and responsibility for responding to same – will be conducted with the representative.

City of Lubbock TEXAS

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive any requirement to be offered a development agreement pursuant to the Texas Local Government Code Section 43.016, and petition your Honorable Body to extend the present city limits so as to include as part of the City of Lubbock, Texas, the territory described in the attached Exhibit A, including a survey, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to a concurrently submitted petition, and falls within Lubbock County, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: _____

Signed: _____

Signed: _____

THE STATE OF TEXAS

COUNTY OF LUBBOCK

BEFORE ME, the undersigned authority, on this day personally appeared THOMAS PAYNE, _____, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 16TH day of AUGUST, 2021.

ZACHARY RYAN LOPEZ
Notary Public, State of Texas
Comm. Expires 02-27-2024
Notary ID 132378684

_____

Notary Public in and for LUBBOCK County, Texas.

2021047237 4 PGS DEED

GF#85663 Return to: Western Title Company

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: September 9, 2021

Grantor: M. N. THOMPSON HEIRS, LLC, a Texas limited liability company

Grantee: LOOP 88, LLC, a Texas limited liability company

Grantee's Mailing Address:

P.O. Box 64664
Lubbock, Lubbock County, Texas 79464

Consideration:

TEN AND NO/100 DOLLARS ($10.00) and a note of even date executed by Grantee and payable to the order of PLAINSCAPITAL BANK ("Lender") in the principal amount of ONE MILLION SEVEN HUNDRED SIXTY-EIGHT THOUSAND AND NO/100 DOLLARS ($1,768,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Lender and by a first-lien deed of trust of even date from Grantee to DARRELL G. ADAMS, Trustee.

Property (including any improvements):

METES AND BOUNDS DESCRIPTION of a 160.94 acre tract of land located in Sections 9 and 12, Block AK, Lubbock County, Texas, being a portion of a tract of land described under County Clerk File Number (CCFN) 2011043758 of the Official Public Records of Lubbock County, Texas (OPRLCT), said 160.94 acre tract being further described as follows:

BEGINNING at a "MAG" nail with shiner set in the South line of Section 9, Block AK, Lubbock County, Texas, at the Southwest corner of the plat limits of Lots 137-186, Windsor Park, a Subdivision Located in Section 9, Block AK, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 9268, Page 150, OPRLCT, for the Southeast corner of this tract, which bears S. 87°56'30" E. a distance of 18.50 feet from a 1" iron pipe found at the common corner of Sections 9, 10, 11, and 12, said Block AK;

THENCE N. 87°56'30" W., along the South line of said Section 9, at 18.50 feet, pass said 1" iron pipe found at the Southwest corner of Section 9 and the Southeast corner of said Section 12, continuing along the South line of said Section 12, a total distance of 2661.28 feet to a ½" iron rod with cap marked "HUGO REED & ASSOC." set for the Southwest corner of this tract, said point being the Southwest corner of the Southeast Quarter of said Section 12;

THENCE N. 01°49'37" E. a distance of 2636.10 feet to a ½" iron rod with cap marked "HUGO REED & ASSOC." set for the Northwest corner of the Southeast Quarter of said Section 12 and the Northwest corner of this tract;

THENCE S. 88°05'59" E., along the North line of the Southeast Quarter of said Section 12, at 2641.05 feet pass the East line of said Section 12, continuing for a total distance of 2650.24 feet to a ½" iron rod with cap marked "HUGO REED & ASSOC." set in the Western boundary of the plat limits of Lots 64-136 and Tract "A", Windsor Park, according to the map, plat and/or dedication deed thereof recorded in Volume 8203, Page 258, OPRLCT, and as set forth in a boundary line agreement as recorded in Volume 566, Page 621, Deed Records of Lubbock County, Texas, for the Northeast corner of this tract;

THENCE S. 01°35'18" W., along the Western boundary of said plat limits of Lots 64-136 & Tract "A", said plat limits of Lots 137-186 and said boundary line agreement, a distance of 2643.48 feet to the Point of Beginning.

Contains: 7,010,542 square feet

Reservations from Conveyance:

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all of Grantor's interest in and to all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

Grantor waives the right of ingress and egress to and from the surface of the Property relating to the portion of the mineral estate owned by Grantor.

Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by Grantor with land other than the Property; or the exploration or production of the oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property, provided that these operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property.

Exceptions to Conveyance and Warranty:

Undivided interest in and to oil, gas and other minerals in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, conveyed by W. E. Flenniken and wife Lizzie W. Flenniken to J. L. Quicksall under Deed dated March 18, 1937, and recorded in Volume 206, Page 146, Deed Records, Lubbock County, Texas.

Rights incident to the ownership and lessees of of the minerals reserved in Volume 221, Page 296, Deed Records, Lubbock County, Texas.

Boundary Line Agreement recorded in Volume 566, Page 621, Deed Records, Lubbock County, Texas, executed by and between M. N. Thompson; I. G. WEEMS and O. O. MABRY.

Right of Way Easement for electric line dated October 17, 1963, recorded in Volume 973 Page 49, Deed Records of Lubbock County, Texas, executed by M. N. Thompson, Sr. and wife Lela Mae Thompson to South Plains Electric Cooperative.

Oil, Gas and Mineral Lease referenced in Memorandum dated March 16, 2012, between M. N. Thompson Heirs, LLC, as Lessor and Dale Resources, LLC, as Lessee, recorded April 2, 2012 under County Clerk File No. 2012011831, Official Public Records, Lubbock County, Texas, together with all rights incident thereto.

Undivided interest in and to all oil, gas and other minerals in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, conveyed by to under Deed dated , and recorded in Volume , Page , Records, Lubbock County, Texas.

Rights of tenants in possession under any unrecorded leases.

Visible and apparent easements on or across the Property.

All leases, grants, exceptions or reservations of coal, lignite, oil, gas, or other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed herein or not.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Lender, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Lender and are transferred to Lender without recourse against Grantor.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

When the context requires, singular nouns and pronouns include the plural.

M. N. THOMPSON HEIRS, LLC, a Texas limited liability company

By: _____
RONNIE SHAFFNER, Managing Member

STATE OF Texas §
§
COUNTY OF Lubbock §

Acknowledged before me, the undersigned notary on this 9 day of September, 2021, by RONNIE SHAFFNER, Managing Member of M. N. THOMPSON HEIRS, LLC, a Texas limited liability company, in the capacity therein stated.

_____
Notary Public, State of Texas

LINDSAY J. COWDREY
Notary Public, State of Texas
Comm. Expires 06-24-2023
Notary ID 132062836

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Kelly Pinion, County Clerk
Lubbock County, TEXAS
09/13/2021 02:48 PM
FEE: $34.00
2021047237

B.L.A.
1951

The State of Texas

Lubbock County

For the purpose of establishing the common line between Sections Nine (9) and Twelve (12), Block A K Lubbock County, Texas, and rendering the identity thereof certain, We the owners of the lands in said surveys abutting, being M. N. Thompson, J. G. Weems and O. O. Mabry AGREE we have placed in thr ground one and one fourth inch (1 & ~~1/4~~ in) galvanized iron pipes to witness same, as follows:

At 18-1/2 feet east of a marker now in middle of road, and recognized as a north corner of Sections 10 and 11 said block A K; Thence north for the northwest corner of Section 9 and the northeast coener of section 12, a pipe in the south line of road, 98 feet east of Weems' residence

We agree such shall be recognized as the common limitations of our abutting property.

Witness our hands this ___ day of March, 1951.

M N Thompson
J. G. Weems
O O Mabry

The State of Texas

Lubbock County

BEFORE ME, a notary public of said county, on this day personally appeared M. N. Thompson J G Weems and O. O. Mabry, all known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged they each had executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this 13 day of March, 1951

J. A. McWhorter
Notary Public, Lubbock County
Texas.

J. A. McWHORTER

S

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 Avenue N, Lubbock, Texas 79401
Phone: 806-763-5642
Fax: 806-763-3891
Texas Registered Engineering Firm F-760
Texas Licensed Surveying Firm 100676-00

LETTER OF TRANSMITTAL

To:	City of Lubbock	Date: September 16, 2021	Job #
	Planning Department	Project Name: Block AK, Sections 13 & 14 Lavaflow Annex	

Attn: Bryan Isham

We are sending you:

☒ Herewith ☐ Under Separate Cover Via

Copies	Date	Description
1	9/16	Sketch & Metes and bounds Description of AK 13 & 14, individually
Orig	9/16	1 Signed Application and 1 signed petition
1	9/16	Copy of deeds

These are transmitted as:

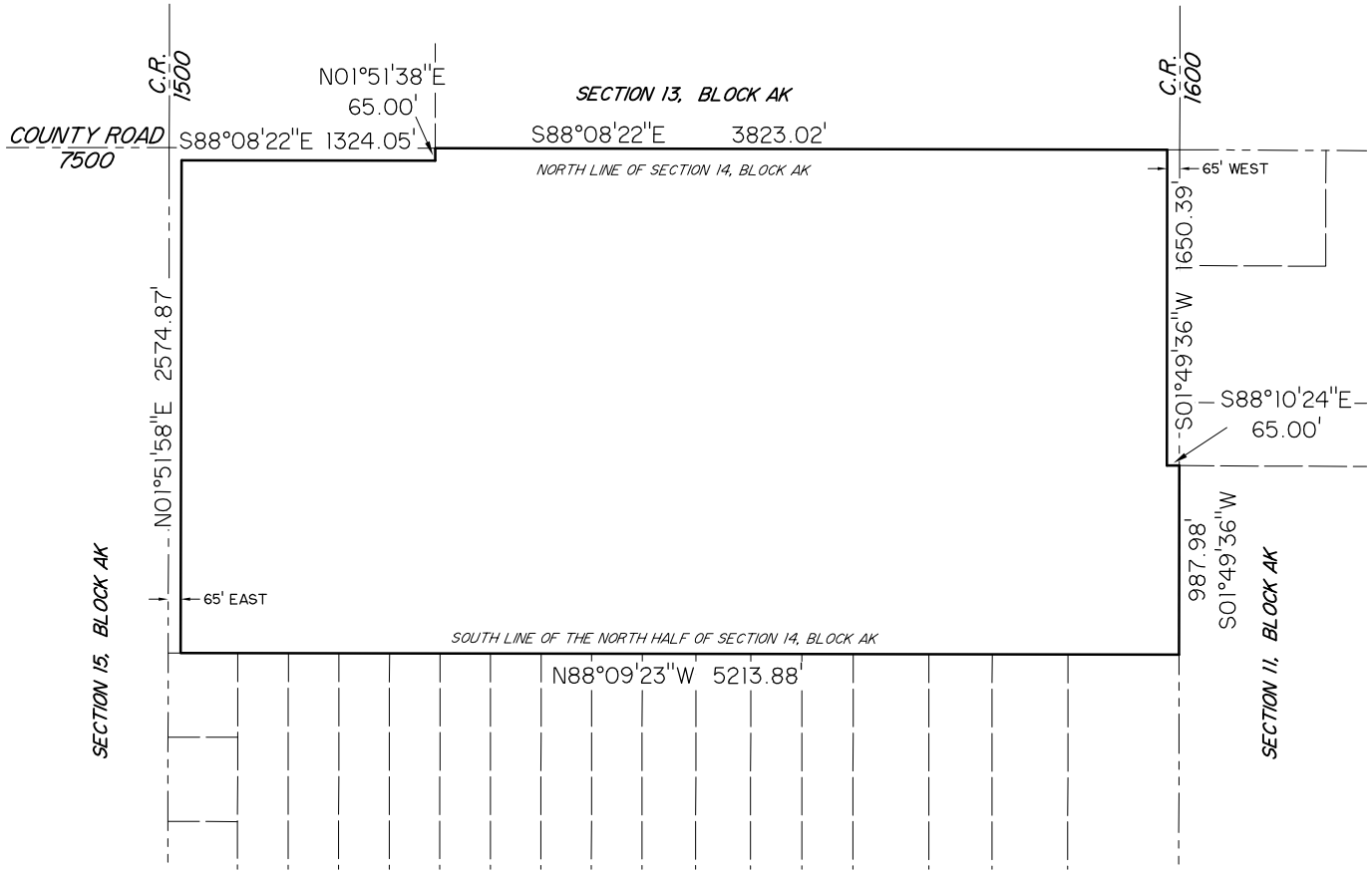
☒ For Your Use
☒ For Review & Comments
☒ For Approval
☒ For Your Records
☐ Return After Loan to Us
☐ **For Recording**

Remarks:

Copies to: Thomas Payne

Signed: Sean Curran

EXHIBIT "B"
Sketch Illustrating Proposed Annexation



NORTH

SCALE: 1"=1000'
DATE: 01-03-2022

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS • CIVIL ENGINEERS • LAND PLANNERS
TEXAS LICENSED SURVEYING FIRM 100676-00 | PHONE: 806 / 763-5642 | 1601 AVENUE N
TEXAS REGISTERED ENGINEERING FIRM F-760 | FAX: 806 / 763-3891 | LUBBOCK, TEXAS 79401

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

LAND SURVEYORS
CIVIL ENGINEERS

EXHIBIT "B"

METES AND BOUNDS DESCRIPTION of a 311.39 acre tract located in Section 14, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the North line of Section 14, Block AK, Lubbock County, Texas, for the Northeast corner of this tract, which bears N. 88°08'22" W. a distance of 65.00 feet from a 5/8" iron rod with yellow cap (N- 7232171.2, E- 909126.6, NAD83 Texas North-Central Zone) found as the recognized common corner of Sections 11,12, 13, and 14, all in said Block AK;

THENCE S. 01°49'36" W., along a line 65 feet West of and parallel to the East line of said Section 14, a distance of 1650.39 feet to a point;

THENCE S. 88°10'24" E. a distance of 65.00 feet to a point in the East line of said Section 14;

THENCE S. 01°49'36" W., along the East line of said Section 14, a distance of 987.98 feet to a point for the Southeast corner of the North half of said Section 14 and the Southeast corner of this tract;

THENCE N. 88°09'23" W., along the South line of the North half of said Section 14 a distance of 5213.88 feet to a point, for the Southwest corner of this tract, whence the Southwest corner of the North half of said Section 14 bears N. 88°09'23" W. a distance of 65.00 feet;

THENCE N. 01°51'58" E., along a line 65 feet East of and parallel to the West line of said Section 14, a distance of 2574.87 feet to a point 65 feet South of the North line of said Section 14, for the Northwest corner of this tract;

THENCE S. 88°08'22" E., along a line 65 feet South of and parallel to the North line of said Section 14 a distance of 1324.05 feet to a point;

THENCE N. 01°51'38" E. a distance of 65.00 feet to a point in the North line of said Section 14 and the South line of said Section 13;

THENCE S. 88°08'22" E., along the North line of said Section 14 and the South line of said Section 13, a distance of 3823.02 feet to the Point of Beginning.

Contains: 311.39 acres

Bearings relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, 2011 (epoch 2010.0).

August 10, 2021
Revised December 23, 2021 to change exhibit number
Revised January 3, 2022 to change exhibit number

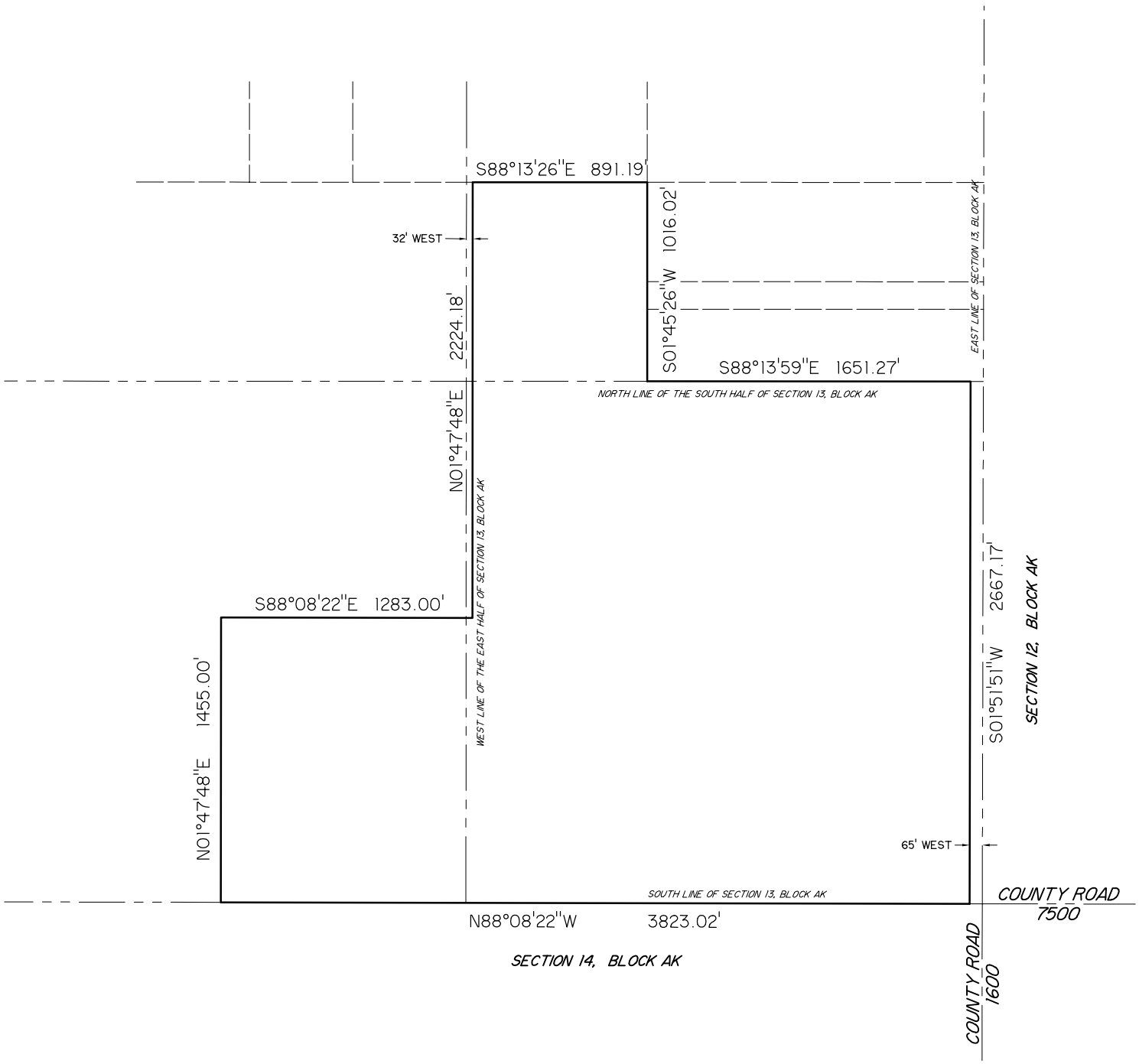




Robert A. Christopher
Registered Professional Land Surveyor No. 5167
Licensed State Land Surveyor
State of Texas

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

EXHIBIT "D"
Sketch Illustrating Proposed Annexation



NORTH

SCALE: 1"=750'
DATE: 12-23-2021

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS • CIVIL ENGINEERS • LAND PLANNERS
TEXAS LICENSED SURVEYING FIRM 100676-00 | PHONE: 806 / 763-5642 | 1601 AVENUE N
TEXAS REGISTERED ENGINEERING FIRM F-760 | FAX: 806 / 763-3891 | LUBBOCK, TEXAS 79401

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

LAND SURVEYORS
CIVIL ENGINEERS

EXHIBIT "D"

METES AND BOUNDS DESCRIPTION of a 219.15 acre tract located in Section 13, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the South line of Section 13, Block AK, Lubbock County, Texas, which bears N 88°08'22" W. a distance of 65.00 feet from a 5/8" iron rod with yellow cap (N- 7232171.2, E- 909126.6, NAD83 Texas North-Central Zone) found as the recognized common corner of Sections 11,12, 13, and 14, all in said Block AK;

THENCE N. 88°08'22" W., with the South line of said Section 13 and the North line of Section 14, said Block AK, a distance of 3823.02 feet to a point;

THENCE N. 01°47'48" E. a distance of 1455.00 feet to a point;

THENCE S. 88°08'22" E., at 1251.00 feet pass the West line of the East half of said Section 13, continuing for a total distance of 1283.00 feet to a point;

THENCE N. 01°47'48" E., along a line 32 feet East of and parallel to the West line of the East half of said Section 13, a distance of 2224.18 feet to a point in the Southern boundary of a tract of land as described in Volume 3786, Page 243 of the Real Property Records of Lubbock County, Texas;

THENCE S. 88°13'26" E., along the Southern boundary of said described tract, a distance of 891.19 feet to a point in the Western boundary of a 20.00 acre tract of land as described under County Clerk File Number (CCFN) 2009027999 of the Official Public Records of Lubbock County, Texas;

THENCE S. 01°45'26" W., along the Western boundary of said 20.00 acre tract, a 5.55 acre tract as described under CCFN 2013037419, OPRLCT, and the Western boundary of a 14.5 acre tract as described under CCFN 2009028315, OPRLCT, a distance of 1016.02 feet to a point in the North line of the South half of said Section 13 and the Southwest corner of said 14.5 acre tract;

THENCE S. 88°13'59" E., along the North line of the South half of said Section 13 and the Southern boundary of said 14.5 acre tract, a distance of 1651.27 feet to a point, whence the Northeast corner of the Southeast Quarter of said Section 13 bears S. 88°13'59" E. a distance of 65.00 feet;

THENCE S. 01°51'51" W., along a line 65 feet West of and parallel to the East line of said Section 13 and the West line of said Section 12 a distance of 2667.17 feet to the Point of Beginning.

Contains: 219.15 acres

Bearings relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, 2011 (epoch 2010.0).

August 10, 2021
Revised December 23, 2021 to change exhibit number

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



This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

VOLUNTARY ANNEXATION APPLICATION

APPLICATION IS NOT VALID WITHOUT COMPLETION OF ALL PAGES AND SIGNATURES

MINIMUM SUBMITTAL REQUIREMENTS:

- ☑ Application provided by City of Lubbock completed in full. This application must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☑ Annexation petition provided by City of Lubbock with notarized signature(s).
- ☑ Map of the subject property.
- ☑ A legal description of the property (including a survey, field notes or legal description with subdivision, lot and block) labeled as Exhibit A.
- ☑ Ownership Documents. A clean copy of recorded warranty deed or other document(s) verifying ownership of all property to be annexed. If the property is owned by a partnership, corporation, trust, or other entity, documents demonstrating signatory's authority to sign petition on behalf of entity must be included.
- ☑ One digital copy of all of the above.
- ☐ If designating a representative, the affidavit designating representative with notarized signature(s).

Property Owner(s): LAVAFLOW LLC

Address: PO Box 64664

Address: Lubbock, TX, 79464

Telephone: (806) 543-0667 Email: tpayn3@gmail.com

Telephone: (____)_____ Email: _____

Acreage of property: 530.54 Number of lots and proposed use: Vacant, proposed residential

Check one:

- ☑ I will represent my application and petition before city staff and the City Council.
- ☐ I hereby authorize the person named in the attached affidavit to act as my representative in this application before city staff and the City Council.

_____

Owner of record signature

Please note: The signature of owner authorizes the City of Lubbock staff to visit and inspect the property that is subject to this application. The representative is the official contact person for this project and the single point of contact. All correspondence and communication – and responsibility for responding to same – will be conducted with the representative.

City of Lubbock TEXAS

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive any requirement to be offered a development agreement pursuant to the Texas Local Government Code Section 43.016, and petition your Honorable Body to extend the present city limits so as to include as part of the City of Lubbock, Texas, the territory described in the attached Exhibit A, including a survey, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to a concurrently submitted petition, and falls within Lubbock County, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: _____

Signed: _____

Signed: _____

THE STATE OF TEXAS

COUNTY OF Lubbock

BEFORE ME, the undersigned authority, on this day personally appeared Thomas Payne, _____, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 16th day of August, 2021.

ZACHARY RYAN LOPEZ
Notary Public, State of Texas
Comm. Expires 02-27-2024
Notary ID 132378684

Zachary Ryan Lopez

Notary Public in and for Lubbock County, Texas.

RETURN: WEST TEXAS TITLE COMPANY
FILE NO. 36291

2018042065 7 PGS DEED

After Recording, Return To:

Brad Lowry, Esq.
Jackson Walker LLP
2323 Ross Avenue
Suite 600
Dallas, Texas 75201

NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS. YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED
(WITH VENDOR'S LIEN)

THE STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS.
COUNTY OF LUBBOCK §

That, effective as of October 25, 2018, MCKELVY LAND, LP, a Texas limited partnership ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration to it in hand paid by LAVAFLOW, LLC, a Texas limited liability company ("Grantee"), having an address at P.O. Box 64664, Lubbock, Texas 79464, to Grantor, and for the further consideration of the execution and delivery by Grantee to First Bank & Trust ("Lender") of a promissory note in the original principal amount of $2,766,540.00, secured by a vendor's lien herein retained and by the lien of a deed of trust to Barry Orr, Trustee on behalf of Lender, by the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL, and CONVEY, unto Grantee the surface estate of that certain lot, tract or parcel of real property situated in Lubbock County, Texas, described on Exhibit A attached hereto and made a part hereof for all purposes (the "Land"), along with all buildings, improvements, fixtures and other items of real estate located thereon, together with all and singular Grantor's right, title and interest, if any, in any and all easements, licenses, rights of way, petroleum and mineral interests and royalties, air and subsurface rights, water rights, covenants, entitlements, development rights, declarant rights, benefits, privileges, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto, and all right, title and interest of Grantor in and to all roads, streets, avenues or alleys, open or closed, in front of or adjoining the real property (collectively, the "Property").

This Special Warranty Deed is made and accepted expressly subject to all restrictions, reservations, easements, covenants, conditions, and leases of record affecting the Property set forth on Exhibit B attached hereto and made a part hereof for all purposes Property (the "Permitted Exceptions").

Grantor hereby excepts from this conveyance and reserves unto itself, its successors and assigns, all of the oil, gas and other minerals, that now or in the future are located in whole or in part in, on, under and/or that may be produced from the Land and not heretofore reserved and/or conveyed by predecessors in title; and, if the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease (or leases) and all benefits from it (the "Mineral Reservation").

Grantor retains for itself and/or any tenant presently in possession under an unrecorded farm lease, all right, title, and interest in and to any unharvested crops presently in the Land until such crops are harvested.

TO HAVE AND TO HOLD the Land, subject to the Permitted Exceptions and the Mineral Reservation, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself and its successors, to WARRANT and FOREVER DEFEND all and singular the Land unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, except as to the Permitted Exceptions to conveyance and warranty contained herein, by, through or under Grantor, but not otherwise.

But it is expressly agreed and stipulated that the vendor's lien, as well as superior title in and to the Property, is retained against the Property and assigned to Lender and its successors and assigns, without recourse, until the above-described note, all interest thereon and all other sums due and owing thereunder are fully paid according to the face, tenor, effect and reading thereof, when this deed shall become absolute.

REMAINDER OF PAGE INTENTIONALLY BLANK.

SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, this Special Warranty Deed has been executed by Grantor on the date set forth below to be effective as of the date first written above.

GRANTOR:

MCKELVY LAND, LP,
a Texas limited partnership

By: McKelvy GP, LLC,
a Texas limited liability company,
its general partner

By: Katherine Maxine McKelvy
Name: Katherine Maxine McKelvy
Title: Manager

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

BEFORE ME, the undersigned, being a Notary Public in and for the State of Texas, on this day personally appeared Katherine Maxine McKelvy, known to me, or proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the instrument as the act of Manager of McKelvy GP, LLC, a Texas limited liability company, as general partner of McKelvy Land, LP, a Texas limited partnership, and that he executed the instrument on behalf of the limited partnership for the purposes and consideration expressed, and in the capacity hereinabove stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of November, 2018.

NANCY FLOYD
Notary Public, State of Texas
Notary ID# 509841-3
My Commission Expires 08-24-2022

Notary Public, State of Texas

Exhibit A – Property
Exhibit B – Permitted Exceptions

EXHIBIT A

DESCRIPTION OF THE PROPERTY

TRACT I:
METES AND BOUNDS DESCRIPTION of a 224.76 acre tract, more or less, being the same tract described under County Clerk File Number (CCFN) 2015020444 of the Official Public Records of Lubbock County, Texas (OPRLCT), located in Section 13, Block AK, Abstract 107, Lubbock County, Texas, being further described as follows:

BEGINNING at a 5/8" iron rod with cap marked "HRA" found at the Southeast corner of said Section 13 and the Northeast corner of Section 14, Block AK, E.L. & R.R. Co. Survey, Abstract 705, Lubbock County, Texas, being the Southeast corner of this tract;

THENCE N. 89°54'04" W., along the common line of Sections 13 and 14, a distance of 3888.03 feet to a 1/2" iron rod with cap marked "HRA" set for the most Southerly Southeast corner of a tract described as Tract Two of Tracts One and Tract Two, under CCFN 2011035763 OPRLCT and the Southwest corner of this tract;

THENCE N. 00°02'07" E., along the Eastern boundary of said Tract Two, at 30.00 feet pass a 1/2" iron rod with cap marked "HRA" set in the North line of a right-of-way easement granted in Commissioners' Court Records dated March 11, 1914, continuing for a total distance of 1455.00' to a 1/2" iron rod with cap marked "HRA" set for a corner of said Tract Two and the most Westerly Northwest corner of this tract;

THENCE S. 89°54'04" E., continuing along the Eastern boundary of said Tract Two, a distance of 1251.00 feet to a 1/2" iron rod with cap set for the most Easterly Southeast corner of said Tract Two and a corner of this tract;

THENCE N. 00°02'07" E., continuing along the Eastern boundary of said Tract Two and the Eastern boundary of a tract described as Tract One under CCFN 2011035763 OPRLCT, a distance of 2224.13 feet to a 3/8" iron rod found at the Southwest corner of a Tract described as Tract 1 of Tracts 1, 2, and 3, under Volume 3786, Page 243 of the Real Property Records of Lubbock County, Texas and the Northwest corner of this tract;

THENCE S. 89°59'08" E., along the Southern boundary of said Tracts 1, 2 and 3, a distance of 923.19 feet to a 1/2" iron rod found at the Northwest corner of a tract described under CCFN 2009027999 OPRLCT, the Southeast corner of said Tract 3 and at the most Northerly Northeast corner of this tract;

THENCE S. 00°00'16" E., along the Western boundary of said tract described under CCFN 2009027999 OPRLCT and the Western boundaries of tract described under CCFN 2013037419 OPRLCT and CCFN 2009028315 OPRLCT, a distance of 1016.02 to a 1/2" iron rod with cap marked "HRA" found at the Southwest corner of said tract described under CCFN 2009028315 OPRLCT and a corner of this tract;

THENCE S 89°59'41" E, along the Southern boundary of said tract described under CCFN 2009028315 OPRLCT, at 1646.17 feet pass a 1/2" iron rod with cap marked "HRA" set in the West line of a right-of-way easement described in Volume 1249, Page 325 of the Deed Records of Lubbock County, Texas, continuing for a total distance of 1716.22 feet to a 1/2" iron rod with cap marked "HRA" found in the East line of said Section 13, at the Southeast corner of said tract described under CCFN 2009028315 OPRLCT, and the most Easterly Northeast corner of this tract;

THENCE S. 00°06'05" W., along the East line of said Section 13, a distance of 2667.27 feet to the Point of Beginning.

TRACT II:

METES AND BOUNDS DESCRIPTION of a 319.77 acre tract, more or less, being the same tract described as the North Half of Section 14, Block AK, E.L. & R.R. Co. Survey, Abstract 705, Lubbock County, Texas, under County Clerk File Number (CCFN) 2015020444 of the Official Public Records of Lubbock County, Texas (OPRLCT), being further described as follows:

BEGINNING at a 5/8" iron rod with cap marked "HRA" found at the Northeast corner of said Section 14 and the Southeast corner of Section 13, Block AK, Abstract 107, Lubbock County, Texas, being the Northeast corner of this tract;

THENCE S. 00°03'45" W., along the East line of said Section 14, a distance of 2638.37 feet to a 1/2" iron rod with cap marked "HRA" set for the Northeast corner of a tract described under Volume 10246, Page 286 OPRLCT and the Southeast corner of this tract;

THENCE N. 89°55'04" W., along the Northern boundary of said tract described in Volume 10246, Page 286 OPRLCT, at 50.00 feet pass a 1/2" iron rod with cap marked "HRA" set in the West line of a right-of-way easement described in Volume 1071, Page 224 and Volume 1249, Page 299 of the Deed Records of Lubbock County, Texas, continuing along the Northern boundary of said tract described in Volume 10246, Page 286 and the Northern boundaries of tracts described under Volume 4451, Page 59, of the Real Property, Records of Lubbock County, Texas (RPRLCT), CCFN 2013048403 OPRLCT, Volume 6613, Page 238 RPRLCT, CCFN 2006038400 OPRLCT, CCFN 2009003694 OPRLCT, CCFN 2016013321 OPRLCT, CCFN 2012049944 OPRLCT, Volume 5393, Page 328 RPRLCT, CCFN 2014043100 OPRLCT, Volume 5296, Page 98 RPRLCT, Volume 6534, Page 307 RPRLCT, Volume 2636, Page 101 RPRLCT, Volume 3418, Page 70 RPRLCT, Volume 5479, Page 78 RPRLCT, CCFN 2009016025 OPRLCT, Volume 7492, Page 169 RPRLCT, at 5249.01 feet pass a 1/2" iron rod with cap marked "HRA" set in the East line of a right-of-way easement granted in Commissioners' Court Records Dated March 11, 1914, continuing for a total distance of 5279.01 feet to a 1/2" iron rod found in the West line of said Section 14, at the Northwest corner of said tract described under Volume 7492, Page 169 RPRLCT and the Southwest corner of this tract;

THENCE N. 00°06'20" E., along the West line of said Section 14, a distance of 2639.90 feet to a 1/2" iron rod found at the Northwest corner of said Section 14, the Southwest corner of said Section 13 and the Northwest corner of this tract;

THENCE S. 89°54'04" E., along the common line of Sections 13 and 14, a total of 5277.02 feet to the Point of Beginning.

Bearings are relative to the common line of Sections 13 and 14, Block AK, previously surveyed and recognized as being S. 89°54'04" E.

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Lien for taxes and assessments for the year 2019 and subsequent years, not yet due and payable, and subsequent taxes and assessments by any taxing authority for prior years due to this sale or Grantee's use of the Property after the date hereof.

2. All leases, grants, exceptions or reservations of coal, lignite, oil, gas or other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Official Real Property Records of Lubbock County, Texas, whether listed in this Exhibit "B" or not.

3. Electric line right-of-way easement granted in favor of South Plains Electric Cooperative in instrument recorded in Volume 972, Page 657, of the Deed Records of Lubbock County, Texas. (as to Section 13, Block AK).

4. Electric line right-of-way easement granted in favor of South Plains Electric Cooperative in instrument recorded in Volume 972, Page 689, of the Deed Records of Lubbock County, Texas. (as to Section 13, Block AK)

5. Right-of-way easement granted in favor of County of Lubbock, Texas, in instrument recorded in Volume 1249, Page 325, of the Deed Records of Lubbock County, Texas, and as shown on survey dated September 26, 2018, prepared by Brent Carroll, Registered Professional Land Surveyor #5410. (as to Section 13, Block AK)

6. Right-of-way easement granted in favor of South Plains Electric Cooperative in instrument recorded in Volume 1287, Page 12, of the Deed Records of Lubbock County, Texas. (as to Section 13, Block AK)

7. Subject to the South 25 feet for roadway purposes as set forth in Volume 3786, Page 247, and in Volume 3786, Page 250, both of the Real Property Records of Lubbock County, Texas. (as to Section 13, Block AK)

8. Right-of-way easement granted in favor of County of Lubbock, Texas in instrument recorded in Volume 1071, Page 224, of the Deed Records of Lubbock County, Texas, and as shown on survey dated September 26, 2018, prepared by Brent Carroll, Registered Professional Land Surveyor #5410. (as to Section 14, Block AK)

9. Right-of-way easement granted in favor of County of Lubbock, Texas in instrument recorded in Volume 1249, Page 299, of the Deed Records of Lubbock County, Texas, and as shown on survey dated September 26, 2018, prepared by Brent Carroll, Registered Professional Land Surveyor #5410. (as to Section 14, Block AK)

10. Affidavit of right-of-way easements granted in favor of South Plains Telephone Cooperative as set forth in instrument recorded in Volume 1717, Page 892, of the Deed Records of Lubbock County, Texas, as shown on survey dated September 26, 2018,

prepared by Brent Carroll, Registered Professional Land Surveyor #5410. (as to Section 14, Block AK)

11. 60' right-of-way easement granted in Commissioners Court Minutes dated March 11, 1914, as shown on survey dated September 26, 2018, prepared by Brent Carroll, Registered Professional Land Surveyor #5410.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Kelly Pinion, County Clerk
Lubbock County, TEXAS
11/02/2018 01:36 PM
FEE: $50.00
2018042065

AI# 10338
Regular City Council Meeting 8. 10.
01/11/2022:

Information

Agenda Item

Resolution - Planning: Consider a resolution accepting the third Annual Report from the Comprehensive Plan Oversight Committee, regarding the progress and accomplishments of the Plan Lubbock 2040 implementation.

Item Summary

The City Council adopted a revised Comprehensive Plan for the City of Lubbock on December 17, 2018, in order to promote the public health, safety, and welfare of the citizens of Lubbock, and to promote sound, long-range planning and development.

The City Council created the Comprehensive Plan Oversight Committee (CPOC) on February 25, 2019, to work with city staff, consultants, and leaders to ensure effective, thorough, and timely administration of the newly adopted Plan. Periodically throughout this past year, the Committee has been informed by staff and their consultants concerning the progress of the Plan implementation. This included updates and information regarding the status and ongoing progress of various projects prioritized in the Plan. The Committee now brings its third Annual Report to the City Council regarding the process and accomplishments of the Plan implementation effort.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Comprehensive Plan Oversight Committee

Attachments

Resolution - CPOC 2021 Year End Report
CPOC 2021 Year End Report

RESOLUTION

WHEREAS, the City Council of the City of Lubbock (the "City Council") adopted a revised Comprehensive Plan (the "Plan") for the City of Lubbock on December 17, 2018 through Ordinance No. 2018-00141 in order to promote the public health, safety, and welfare of the citizens of Lubbock, Texas and to promote sound, long-range planning and development; and

WHEREAS, the City Council created a committee on February 25, 2019 through Resolution No. 2019-R0061, named the Comprehensive Plan Oversight Committee (the "Committee"), that works with city staff, consultants, and leaders to ensure effective, thorough, and timely administration of the newly adopted Plan; and

WHEREAS, the Committee is informed by staff and consultants concerning the progress of Plan implementation throughout the various stages and projects that comprise the Plan; and

WHEREAS, the Committee reports to the City Council on an annual, or otherwise regularly scheduled, basis regarding the progress and accomplishments of the Plan implementation, as well as any other relevant matters regarding Plan implementation; and

WHEREAS, the Committee met on December 6, 2021 to hear staff updates and recommendations for ongoing work of various Plan items in order to prepare its annual report for the City Council, attached exhibit as Exhibit A and incorporated herein; and
NOW, THEREFORE:

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

THAT the Annual Report of the Comprehensive Plan Oversight Committee is hereby accepted by the City Council. Said Report is attached hereto and incorporated within this Resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

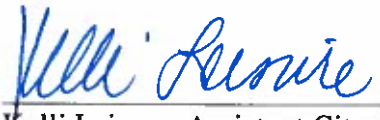
_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

ccdocs/RES. Adoption – Comp Plan Committee Report 2021
12.28.21

DATE: January 11, 2022

TO: The Honorable Mayor and City Council of the City of Lubbock

FROM: John Zwiacher, Chairman, Comprehensive Plan Oversight Committee

SUBJECT: Year-End Report, Year Three

In 2021, the Comprehensive Plan Oversight Committee (CPOC) convened seven times in public forum. These meetings occurred on March 8, April 4, May 3, June 14, July 12, September 13, and December 6, 2021. Each featured a staff presentation on the status of various projects identified as priorities within the Comprehensive Plan, *PlanLubbock 2040*. Generally speaking, the Committee finds that they are somewhat satisfied with the progress of the City in implementing the goals and objectives of *PlanLubbock 2040*, and encourage the Council to continue to support staff in doing so.

The following is a report of the business covered in the meetings held thus far.

Top Five Policies/Actions as identified in *PlanLubbock 2040*	
Goal	**Current Status**
Development of a well thought out Impact Fee Program.	Impact Fee program adopted for water, wastewater, and roadway impact fees by City Council on October 27, 2020 by a vote of 5-2.
Revise the Zoning, Subdivision, and other land development ordinances into a Unified Development Code (UDC).	Four of four modules presented at site visits. Final draft for public outreach being written. Estimated adoption, Spring 2022.
Begin a formalized Neighborhood Planning Program.	Neighborhood Planning Program being formalized with assistance from City Council Subcommittee.
Formally adopt the Cultural Arts District Corridor concept and extend it to the Canyon Lakes area.	Implementation has not yet begun.
Link the Playa Lake recreational opportunities with new stormwater drainage criteria and consider a Park Land Dedication Ordinance.	Parkland Dedication Ordinance is being reviewed as part of Unified Development Code and Parks Master Plan. Estimated adoption, Spring/Summer 2022.

March 8, 2021:

Presentation and discussion by Planning Department staff regarding Module One of the Unified Development Code, covering topics such as transitional provisions, mixed use zoning, and the land use matrix. Additional discussion surrounding parking requirements, established neighborhoods, limited use standards, and specific use standards was held.

Wilson Bowling was introduced as the new Neighborhood Planner. He discussed plans to meet with neighborhoods to determine current and future needs.

The committee requested to meet more than quarterly to be more involved in the oversight of the Comprehensive Plan in relation to the Unified Development Code.

April 4, 2021:

Presentation and discussion by Planning Department staff regarding Module Two of the Unified Development Code, covering topics such as zoning districts and land uses, mixed-use districts, building materials, and building and site designs.

Committee discussions included expanding downtown design requirements to North and East Lubbock and industrial areas adjacent to neighborhoods.

May 3, 2021:

Committee discussions included industrial areas adjacent to neighborhoods and neighborhood planning reports.

Presentation and discussion by Planning Department staff regarding the Neighborhood Planning program. Staff presented on items that are of concern to the neighborhoods, data collection, neighborhood wants, and contacts made with Neighborhood Associations.

Presentation and discussion by Development Engineering staff regarding the status of the impact fee program including the effective date, status of plats received, and grace periods.

Presentation and discussion by Planning Department staff regarding Module Three of the Unified Development Code, which covers landscaping / buffering, illumination, signs, parking, stacking, playa lakes, and subdivision regulations.

The committee requested to hear updates on additional items for the next meeting.

June 14 2021:

Presentation and discussion by Planning Department staff regarding the Comprehensive Plan, Future Land Use Map, Unified Development Code, and the zoning map. Scope of contract with Kendig Keast Collaborative was also provided.

Presentation and discussion by Parks and Recreation Department staff regarding the Parks Master Plan. Items discussed included information gathering, grants, development incentives, park inventory, and overall Parks goals.

Presentation and discussion by Planning Department staff regarding Mixed-Use districts and their benefits.

Presentation and discussion by Planning Department staff regarding the Neighborhood Planning program. Items discussed include meetings with other Neighborhood Planning organizations and information gathering techniques. Staff indicated a need to hold a kickoff meeting once the Neighborhood Planning program was underway.

The presentation and discussion of Module Four was postponed until the next meeting.

The committee requested to hear updates on additional items for the next meeting.

July 12, 2021:

Presentation and discussion by Planning Department staff regarding the Neighborhood Planning program. Items discussed included Neighborhood Association meetings and staff meetings with other municipal Neighborhood Planning programs.

Presentation and discussion by Planning Department staff regarding Module Four of the Unified Development Code, which covers Administrative and Legislative bodies, the development review procedures, nonconformities, and enforcement and remedies.

A subcommittee comprised of John Zwaicher, Billie Russell, and Dan Wilson was created to discuss the committee's concerns related to the Unified Development Code with the City Council UDC subcommittee.

September 13, 2021:

Parks and Recreation Department staff was unable to present on updates to the Parks Master Plan due to an unforeseen emergency.

Presentation and discussion by Business Development staff regarding the Downtown Master Plan. Discussion topics included one-way streets changing to two-way streets, angled parking conversion, and Downtown project updates.

Presentation and discussion by Planning Department staff regarding the Neighborhood Planning program. Items discussed included partnership between Planning Department and Health Department, matching grants, mini grants, and the neighborhood block party/pop-up parks trailer.

Presentation and discussion by Planning Department staff regarding module review of the Unified Development Code. Staff presented on carports, landscape regulations, community gardens, and infill mixed-use districts. Staff also presented an updated adoption timeline.

The Committee discussed their third annual update to the City Council on December 6, 2021.

END